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6889. A

6778. A

6776. A

L 6756. A

6889. Anderson, Rufus	U.S.	Westmiller Taylor, et al.	102.
6775. Ackerman Henry	"	Kimball L. H. et al	199.
6776. Aldrich A. R.	"	Robinson Alvin.	376.
L 6756. Anderson Clifton	"	Logan Edward	530

act.

6887.

6812.

6887.

6926

7046 B

7045 B

7011 B

7049 Ba

7047 Ba

6887.	Blake, Samantha, E.	23.	Blake, Layton R.	16.
6812.	Brown Edward.	"	Hall Richard A. et al	64
6887.	Buck Stinson	"	Smart Joseph E.	288.
6926	Baker Lattie Lee.	"	Baker Albert M.	475
7046	Bank Farmers	"	Epps H. D.	547
7045	Bank Farmers	"	Arm James et al	549
7011	Britton J. A.	"	H. Hill et al	565
7049	Bank Peoples	"	Grimes James et al	568
7047	Bank Farmers	"	Arm James et al	570

6837. Blake Layton R.	adult	Blake Samantha E.	16.	6528.
6847. Bell William et al.	"	Madden Rosa A.	105.	6875. Co
6754. Brown Sarah M. et al.	"	Gunter David.	269.	6680. Gha
6891. Bruggemeyer Mary et al.	"	Gray Jasper R.	345.	6754. Gha
6926 Baker Albert Jr.	"	Baker Lattie M.	475.	6872. Gha
6927 Bultz Sol	"	Patch Harmon	490.	6961. Gha
Botham Thomas H.	"	General Election Co.	369.	6948. Gha
" "	"	The Russell Co	414.	6967. Gha
				6897. Gha

v. 8.

16.
106.
269.
345.
475.
490.
369.
417

6528. Coy. Doras.
6875. Gallam John ^{and Co.}
6689. Clark Leta et al.
6754. Gault David
6872. Ghandley Ella M.
6961. Chesapeake National Bank Incorpo
6948. Gault George W.
6957. Commercial Mutual Life Ins. Co.
6897. Cornell Chas. R. et al

25.
"
"
"
"
"
"
"
"

Coy P. J. Jr.
Miller John F. et al.
Milligan Rebecca et al.
Benson Sarah M. et al.
Wall Lottie A. et al.
Niff John J. and Blair M.
Linn J. W. et al.
Cannon et al Sec. 9.
H. Rodabaugh et al

Page.
10
171.
142.
269.
302.
350
358.
469
609

6828	Geop P. J. Jr.	adv.	Geop Dora	10.
6857	Garbelle William M.	"	Johnnie B. Charles	127.
6903	Gonner George et al.	"	The Union Banking Co.	194.
6946	Gokeman John D. et al.	"	Lemay Lewis	361.
6964	Coleman et al John A.	"	Fullington & Shields et al	462
6967	Gonner Ken G. et al	"	Comestic-Keutun Life Ins. Co.	469

6842. 2
6950 D
6984 D

10.

6842. Dirst. Anna. M.

2.3

Dirst. Edwin B.

86

127.

6950 Dickson G. J.

"

Dickson Jesse

503

of Co.

194.

6984 Drumm G. L.

"

Drumm Sarah J.

507

361.

-al

462

s. co.

469

6842	Dixot. Edwin. B.	adm.	Dixot. Anna M.	36.
6761.	Davis. W. S.	"	Kimball L. H.	38.
6810.	Daum. George C. et al.	"	Wood Maryetta. B.	57.
6950	Dickson Jesse	"	Dickson M. J.	503
6984	Drummond Sarah J.	"	Drummond L. H.	507

ML

36.

38.

47.

503

507

10

F
E
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V
W
X
Y
Z



6747. Elliott. William et al

adv

"

Randall. Mary. et al.

20.

Franki

7046 Oppo St. L. et al

"

Bank James

547

6964- Fin

7003 Erb Chas et al

"

W. C. Linn & Heisold

556

7007 Fin

7037 Fair

l.
20.
547
556

Frank Fannie Admix
6964- Fullington & Shields et al
7007 Fowler Charles
7037 Fairbanks Morse Co

28
" Sompell E.P. et al 334
" Coleman et al John H. 462
" Fowler Gray J. 537
" Perry Hill 559

6684. Finley. John J.

note

Springfield. Vermont.

125.

6593.

7007 Fowler George J.

"

Fowler Chas.

6-37

6915

6891

68

6861

125

6593. *Essex. Lide.*

6-37

6815. *Gratham Maggie.*

6891. *Guy Jasper. R.*

68

6861 *General Electric Co*

18

Snodgrass Wm. H. Sheriff.

197.

Gratham Albet.

320.

Bruggemeyer Mary et al.

346.

Thomas to Rotham

369

F
G

6868. Crum Henry L et al.	adv	The Peoples Bank	43.
6869. Gordon D. L. et al.	"	M ^{rs} Allister. W. M. et al.	207.
6915. Graham Albit	"	Graham Maggie	320.
6861 Winnipeg & Northern Municipal Electric Co	"	Municipal Electric Co	369
7040. Brown James et al	"	Farmers Bank	549
7037. Gill Henry	"	Fairbanks Rural Co	509
7049. Lewis et al James	"	Bank Peoples	568
7047. Brown James et al	"	Bank Farmers	570

6840. Hamis
6785. Holts
6790. Hamis
6799. Holts
6767. Hamis
6973. Half
7035. Hamis

43.	6840. Hamilton. George B.	28	Stimmel, Levi, et al.	84.
207.	6785. Holtzempillas. Edwin R.	"	Stick & Lueder et al.	176.
320.	6790. Hariman. W. H.	"	Walter, Lyman P.	210.
369	6799. Holtzempillas Edwin R.	"	Kisner, Thomas J.	220.
549	6767 Hains Emma C.	"	Oscar Hains	439
559	6973 Halfhill Grace A.	"	Halfhill Reasm	532
568	7035 Henderson & Fullington	"	Gray & Keller et al	562
570				

6812	Hall, Richard A. et al.	actor	Brown Edward	64.
6776	Herrin Wm. et al.	"	M ^{rs} Lucy Robert	166.
6862	Harrison Wm. et al.	"	Kellogg Frank G.	139.
6603	Holt, Levi H. et al.	"	Taylor J. R. Administrator &c.	272.
6764	Hains Oscar	"	Hains Emma C.	439
6849	Hudson Sam A. et al.	"	Woodie Henry Admt.	464
6978	Halfhill Reason	"	Halfhill Grace A.	582
7011	Hill Caternan et al.	"	Britton J. A.	565

E
F
G
H

64.

166.

139.

r + c.

272.

439

464

582

565

18.

adv

636-7 for

E
F
G
H
I

6367. Johnson, Charles

258

"

Garthie, M. William

127

add

6761.

6867.

6888. S

6888. S

6676. K

E
F
G
H
I
J

6761.	Kimball. L. H.	25.	Garis W. S.	38.
6867.	Grance. Samuel.	"	Linnance. C. H.	45.
6888.	Killen Howard H. ^{2nd} Co	"	Smith J. B. et al.	175.
6862	Kellogg. Frank S.	"	Saniman Winger et al	139.
6675	Kelly Honora Adams.	"	Stone H. G.	496

6694. Hilmy. Sol. D. et al.

adv

Washington Melancthon

188.

6778. Kimball L. D. et al.

"

Achuman Henry.

199.

6799. Kinnel Thomas J.

"

Hotempillas. Edwin R.

220.

6959 P

6946. Lem...

6939. Lydd...

7018. Lar...

E
F
G
H
I
J
K

Year

188.

6946 Lemay Lewis

199.

6939 Leyler Barton & Co.

220.

7018 Lansdowne Kimmi

188

" Coleman John B. et al.

861

" D. A. Savage

441

" Lansdowne Geo. H.

539

6867. Linnance. G. H.

adv

Kramer Samuel.

46.

6841. Lippitt. Maria S. M. et al.

"

Shields Thomas P.

123.

6959 Laird S D et al

"

Morgridge A S

332

7018 Lamsdown Geo. C.

"

Lamsdown

539

E
F
G
H
I
J
K
L

6810. Moore

6823. M...

6847. M...

6883. M...

6893. Min...

6825. Moo...

6967. Moate

6959. Mo...

6912. Mur...

6849. Moo...

6987. Kaul...

			Pape
46.	6810. Moore. Margetta. R.	25	
		"	Daum. George G. et al. 52
123.	6823. Mc. Nee. Mary	"	Mc. Nee. David. 100
332	6847. Mathew. Rosa. A.	"	Bell. William et al. 105
539	6882. Mast. Cynthia A.	"	Mast. Eunice G. 261
	6892. Minelli. Laura G.	"	Minelli. Frank P. 253
	6825. Moore. Elina	"	Moore. Daniel J. 322
	6967. Meater. J. D.	"	Mc. Donald. James et al. 328
	6959. Meorquidge. A. S.	"	Said. S. D. et al. 332
	6912. Meorquidge. A. S.	"	Gov. Pinnel et al. 757
	6849. Moordie. Henry. Admn.	"	Sam. A. Hudson et al. 464
	6987. Mullins & Crigler	"	F. O. Penney 575

6823. Mr. Pien David	Adv	Mrs. Niece Mary	100
6878. Miller John F. et al.	"	Gallam John & Co.	171.
6773. Moffitt Wm. et al.	"	Robinson Lucy Co.	212.
6680. Milligan Rebecca et al.	"	Black Peter et al.	142.
6888. Marsh Susan S.	"	Marsh Cynthia A.	261.
6892. Minnell Frank P.	"	Minnelli Laura E.	253.
6825. Moore Daniel J.	"	Moore Alena	322.
6971. Moore M. R. Mrs. et al.	"	The Union Banking Company.	326.
6967 Mrs Donald James et al	"	Morton J. D.	328
L. 5756 Morgan Emma	"	Andrus Clifton	530
7000 Mrs. Entine Fannie O.	"	Mrs. Entine Lulu	541
6960 Mrs. Graham Walter S.	"	Mrs. Graham Eva Gray	548
7035 Miller Mary C. et al	"	Henderson & Fullington	562

6863. M.
6775. M.
6869. M.
6974. L.
7000 Mrs. E.
6960 Mrs. G.
7003 M. C.

100

6853. M^{rs}. Kitch. Richard G.

100

M^{rs}. Kitch David G.

162.

171.

6774. M^{rs}. Gray. Robert

171

Henriott W^{ms} et al.

166.

212.

6869. M^{rs}. Allister. W. G. et al.

212

Gordon. D. L. et al.

207.

142.

6974 M^{rs}. Easting Malinda

142

M^{rs}. Easting Leander G.

500

251.

7000 M^{rs}. Entire Lulu

251

M^{rs}. Entire Annie S.

541.

353.

6960 M^{rs}. Graham Eva Kay

353

M^{rs}. Graham Helen S.

548

322.

7003 M^{rs}. Carr, Lemis & Arnold

322

Chas Carr et al

506

326.

328

530

541

548

562

any.

on

6263. M ^{rs} . Kitch. David G.	adv	M ^{rs} . Kitch. Rachael G.	162.
6146 M ^{rs} . Glend S. H. et al	"	The Mayville Lumber Co	158.
6900. M ^{rs} . Gray James G. et al	"	Stall John K.	284.
6961 Neff John J rd Elsie M	"	Champaign National Bank of Urbana O	330
6974 M ^{rs} . Estney Leander K.	"	M ^{rs} . Estney Malinda	505

E
F
G
H
I
J
K
L
M
M^c

8.

162.

25

158.

284.

Irbanua O

330

505

Adm

F
G
H
I
J
K
L
M
M^c
N

20.

6337. Aphile John

Act

" Roger W. S. Adams

336.

6870. It

6927 Pal

E
F
G
H
I
J
K
L
M
M^c
N
O

336.

6870 Paton E. M.

25

Miller Geo. et al.

41

6927 Patch Harmon

"

Butz Ed

490

6827. Philbrook Harry et al.	adv	Rigdon A. J.	115.
6889. Pendar Robert	"	State of Ohio. on Rel of	216.
6883. Piersol George et al	"	The Comm. Mutual Life Ins. Co.	257.
6912 Piersol Geo " "	"	A. S. Murgidge	457
6987 Penney F. O.	"	Mullins & Crigler	575

E
F
G
H
I
J
K
L
M
M^c
N
O

115.

216.

Ins. Co. 257.

457

578

25

addr

6747. Has

6727. Riga

6778. Kolu

6855. Rott

6925. Ruy

6837. Roge

6986 Russ

Russ

E
F
G
H
I
J
K
L
M
M^c
N
O
Q

6747. Randall Mary et al.	v.s.	Elliott William et al.	20.
6727. Rigden A. J.	"	Philbrook Garry et al.	115.
6778. Robinson Garry Co.	"	Moffitt Wm et al.	212.
6855. Robbins B. Katie	"	Robins Chad B.	316.
6925. Rupp. Ora.	v.s.	Rupp. William	318.
6837. Roguel W. S. Adm. Ex. etc.	"	Rophile John	336.
6986 Russell Lucia E.	"	Russell John St.	498.
Russell Co.	"	Bootham Thos. Jr.	369.
"	"	" "	417.

6776. Robinsons Oliver

adv

" Aldrich A. R.

276-

6855 Robins Chas H.

" Robins Chas H.

316.

6925 Rupp Williams

" Rupp Ora

318.

6986 Russell John L.

" Russell Lucia C.

498

6897 Radabaugh T. H. et al

" Cornell Chas R. et al

509

6635 Rogers Joseph

" O. M. Scott Bros.

551

6811. Auger

6772. St.

6841. St.

6684. St.

6589. State

6886. Sewell

6900. Stall

6635. Scott

F
G
H
I
J
K
L
M
N
O
P
Q
R

276	6811. Augustus Scott.	82.	Winton Winfield S. et al.	1
316	6872. Self. Mary	"	Self. R. D.	14
318	6841. Shields Thomas P.	"	Lizgett Maria S. et al.	123
498	6684. Springfield, Kentucky.	"	Finley John J.	125
509	6589. State of Ohio, on Rel of	"	Purdan Robert	216
551	6886. Sewell Calvin C. Adm. &c.	"	Sewell Susannah et al.	287
	6900. Stall John G.	"	McCrany James C. et al.	284
	3635. Scott O. M. Bro	"	Rogers Joseph	551

6772. Self R. D.	coll.	Self Masf.	114
6840. Stimmleri et al.	"	Hamilton George B.	84.
6888. Smith J. A. et al.	"	Killen Howard F. ^{and} Co	175.
6785. Shirk Charles et al.	"	Holsinger Edwin R.	176.
6893. Snodgrass Wm. S. Sheriff	"	Gravel Lide.	197.
6886. Small Susannah et al.	"	Swell Calvin C. Admr. etc.	227.
6887. Smart Joseph G.	"	Buck Stumms	288.
6948. Sene J. W. et al.	"	Woods George W.	355.
6989. Savage D. A.	"	Leyton Barlow & Co.	441

6868. The
6889. Sim
6880. Thos
6908. The Au
6845. The M
6653. Taylor
6883. The Hon
6958. The M
6971. The M

L
F
G
H
I
J
K
L
M
M
N
O
P
Q
R
S

14	6868. The Peoples Bank.	18	Gunn Henry S. et al.	43.
84.	6889. Temple L. Co.	"	Temple Louisa C. et al.	94.
175.	6880. Thomas Hannah H.	"	Thomas William G.	173.
176.	6908. The Union Banking Co.	"	Gornor George et al.	194.
197.	6848. The Mayville Lumber Co.	"	McCloud S. N. et al.	158.
227.	6653. Taylor J. R. Administrator &c.	"	Holt Levi H. et al.	243.
288.	6883. The Connecticut Mutual Co.	"	Pierce George et al.	357.
355.	6958. The Union Banking Co.	"	H. S. Rogers et al.	327.
441.	6971. The Union Banking Company	"	Morse M. R. West.	326.

6839. Temple Louisa G. et al.

adv
"

Temple H. G.

94.

6880. Thomas William E.

"

Thomas Hannah H.

173.

6955. Royal H. G. et al.

"

The Union Banking Company

324.

E
F
G
H
I
J
K
L
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Q
R
S
E
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Union Banking Co.

" " "

1.5

Nancy J. Young

444

"

F. T. Ball et al

578

Adv:

6834. No
6774. No
6794. No
6864. No
6694. No
6890. Wolfe
6872. Hall
6951. Kils

E
F
G
H
I
J
K
L
M
M^c
N
O
P
Q
R
S
T
U
V

6834. Wood. Clara E.	18	Wood. Robert. E.	18.
6774. Weber. Catharine.	"	Weber. Christian M.	45.
6794. Wright. Mary.	"	Wright. H. C.	55.
6864. Wood. Archie J.	"	Wood. Ada E.	164.
6694. Washington. Melancthon	"	Rithing Sol. H. et al.	188.
6890 Wolford Lydia E.	"	Wolford. Willis	246.
6872. Wall. Lottie A. et al.	"	Chandler. Ella M.	302.
6951 Wilson Charles F.	"	Wilson Hester G.	535.

6811	Mintzer, Winfield S. et al.	adv.	Scott, Augustus.	1
6834	Wood, Robert E.	"	Wood, Clara, E.	18.
6870	Miller Geo. et al.	"	Porter E. W.	41
6774	Miles, Christian W.	"	Miles, Catherine.	48.
6774	Wright M. C.	"	Wright, Mary.	55.
6889	Westminster Coyte et al.	"	Andrews Rufus	102.
6864	Wood, Ada G.	"	Wood Archie J.	164.
6790	Walter Lyman P.	"	Harriman, W. H.	210.
6890	Wofford Willis	"	Wofford Lydia E.	246.
6875	Wong L. C.	"	Kelly Hanna Armt.	496
6951	Wilem Justin S.	"	Wilem Elias S.	635
7050	Wall F. V. et al.	"	The Union Banking Co.	573

L
 F
 G
 H
 I
 J
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 L
 M
 M^c
 N
 O
 P
 Q
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F
G
H
I
J
K
L
M
M^c
N
O
P
Q
R
S
T
U
V
W

6819. Yarrington, Myrtle D.

v.s.

"

Yarrington, William G.

245.

6819. Farrington. William H.

adv.

Farrington. Myrtle D.

248.

6923 Young. Nancy J.

"

Union Banking Co.

444

F
G
H
I
J
K
L
M
M^c
N
O
P
Q
R
S
T
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W

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144

E
F
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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 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 herefore to wit on the 9th day of October A. D. 1894. Union Common Pleas. Augustus Scott filed in the Clerk's office of the said Court of Common Pleas the following Petition Against Winfield S. Winters et al. to wit.

Petition
No. 6811.

Augustus Scott Plaintiff.
Vs.
Winfield S. Winters and Alice Winters Defendants. | In the Court of Common Pleas,
Union County Ohio.
Petition
First Cause of Action.

Defendant Winfield S. Winters is indebted to plaintiff in the sum of One thousand Dollars, which plaintiff claims, with interest at eight per cent - payable semi-annually - from the first day of September 1894 on a promissory note of which the following is a copy, with the only indorsement: "Richmond, Indiana, Oct. 4th 1890. Five years after date, I promise to pay to the order of Joseph J. Dickinson, One thousand Dollars, at the Second National Bank, Richmond, Indiana, value received, without any relief whatever from valuation and appraisement laws, with interest at the rate of eight per cent per annum after maturity, payable semi-annually, and five per cent attorney's fees. The 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 here attached, representing the semi-annual interest on this note, or any part thereof, as they severally become due, then the whole principal sum represented by this note shall, at the option of the holder hereof, immediately become due, and together with all arrearages of interest thereon, may be collected. It is further expressly agreed, that if at any time, until this note is fully paid, the premises made security for this note, or any portion thereof, shall be sold for any tax or assessment whatever, then, and in that event, this note, and all accrued interest thereon, shall immediately become due, and may be collected." P. Q. Richmond, Winfield Winters Union County Ohio. The following is the only indorsement.
Pay to the order of Augustus Scott without recourse on me"

Joseph J. Dickinson.
There are no credits on said note. Three of the coupons mentioned in said note are due and unpaid and said principal note is, therefore, now due and payable at the option of the plaintiff, and plaintiff exercises his said option.

Second Cause of Action.
The defendant, Winfield S. Winters is indebted to plaintiff in the

further sum of fifty Dollars, which plaintiff claims on said promissory note set out under first Cause of Action herein, being the five per cent. Attorney's fees stipulated to be paid. Said contract was executed and stipulated for performance in the State of Indiana, and said contract is a good, valid and binding contract by the laws of said State - This Court has already held that a contract for the payment of Attorney's fees made and stipulating for performance in the State of Indiana - in addition to the payment of principal and interest, is good, valid and enforceable in the State of Ohio.

Third Cause of Action.

The defendant, Winfield S. Winters, is indebted to plaintiff in the further sum of Thirty-five Dollars, which plaintiff claims, with interest at eight per cent - payable semi-annually from September 1st 1893, upon an interest Coupon note, of which the following is a copy, with the only indorsement: \$35.⁰⁰

Richmond, Ind., Oct. 4th 1890. "September 1st 1893. After date, I promise to pay to the order of Joseph J. Dickinson Thirty-five Dollars, at the Second National Bank, Richmond, Indiana, (with interest at the rate of eight per cent per annum after maturity, payable semi-annually,) being the 6th semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

Winfield S. Winters,

The following is the only indorsement on said note. Pay to the order of Augustus Scott, without recourse on me.

Joseph J. Dickinson,

There are no credits on said note - Said Coupon is one of those mentioned as being attached to the principal note set out under first Cause of Action herein.

Fourth Cause of Action.

The defendant, Winfield S. Winters is indebted to plaintiff in the further sum of Thirty-five Dollars, which plaintiff claims, with interest at eight per cent (payable semi-annually from the first day of March, 1894 - upon another interest Coupon note - of which the following is a copy, with the only indorsement - \$35.⁰⁰ Richmond, Ind., Oct 4th 1890. "March 1st 1894 after date I promise to pay to the order of Joseph J. Dickinson, Thirty-five Dollars, at the Second National Bank, Richmond, Indiana, (with interest at the rate of eight per cent per annum after maturity, payable semi-annually,) being the 7th semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

Winfield S. Winters,

The following is the only indorsement thereon: "Pay to the order of Augustus Scott, without recourse on me"

Joseph J. Dickinson

There are no credits on said note.

Fifth Cause of Action

The defendant, Winfield S. Winters, is indebted to plaintiff in the still further sum of Thirty-five Dollars, which plaintiff claims, with interest at eight per cent - payable semi-annually from the first day of Sep - 1894, upon an other interest Coupon note, attached to said principal note of which Coupon note the following is a copy, with the only indorsement: = 35⁰⁰ Richmond, Ind. Oct. 4th 1890

September 1st 1894 After date, I promise to pay to the order of Joseph J. Dickinson, Thirty-five Dollars, at the Second National Bank, Richmond, Indiana, (with interest at the rate of eight per cent payable semi-annually from the 8th semi-annual interest on the note here attached, of even date herewith, and subject to all the conditions of said note.

Winfield S. Winters.

The following is the only indorsement thereon = Pay to the order of Augustus Scott, without recourse on me"

Joseph J. Dickinson.

There are no credits on said note.

Sixth Cause of Action.

At the time of delivering said principal note and interest Coupon notes, and to secure the payment of the same, as well as said Attorney's fees and other Coupon notes, the defendants Winfield S. Winters, and Alice Winters, his wife, duly executed and delivered to said Joseph J. Dickinson their mortgage deed, conveying the following premises: = Situate in the State of Ohio, County of Union, Township of Allen, and part of Virginia Military Survey No. 158 Bounded and described as follows: Beginning at a stone, North west corner of Hannet H. Lovland's land and in the center of the Maryville and Sulphurine gravel Road - thence, with the center of said road, N. 83° 30' W. 51 ¹⁰⁰/₁₀₀ poles to a stone, corner to Malinda Graders land - thence, with a line of said land, S. 5° 30' W. 38 poles to a stone, corner to said land, in the easterly line of Daniel S. Gault's land - thence, with said line, S. 134° 45' E

166 ¹⁰⁰/₁₀₀ poles to a stone, corner to Frank Smith's land - thence, with the northerly line of said land, N. 55° E 50 poles, to a stone, corner to said Hannet H. Lovland's land - thence, with the westerly line of said land, N 29° W 162 poles to the place of beginning - containing 64 Acres more or less - Being the same premises conveyed by James O. Fizzell to Winfield S. Winters, September 18th 1886. Said mortgage was conditioned upon the payment - by said Winfield S. Winters, of the principal note, Attorney's fees and interest Coupon notes heretofore mentioned herein according to the tenor thereof. On the 6th day of Oct. 1890 at 5 o'clock P.M. said mortgage was duly left for Record at the Recorder's Office of Union County, Ohio, and was duly recorded in Book 30 page 70 of his records.

Said mortgage has been duly assigned to plaintiff. Three of the Coupon interest notes attached to said principal note are past due and unpaid and said mortgage has therefore, become absolute. Plaintiff therefore, asks that in default of the amount now payable & that may become payable hereafter judgment herein, said mortgage may be foreclosed.

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and said premises sold, free of all claims of defendants. And the proceeds applied to the payment of debt due plaintiff. And for such other relief as is proper.

State of Ohio. |
Union County.

S.S.

J. E. Griffith
Attorney for Plaintiff.

J. E. Griffith, being duly sworn, says he is the Attorney of the plaintiff, duly authorized in the premises that plaintiff is a non-resident of Union County Ohio, and that he believes the allegations in the foregoing petition are true.

Sworn to and subscribed before me this 9th day of October A.D. 1894.
J. N. Gosnell, Clerk.

Precipe.

To the Clerk.

Issue summons in this case to the Sheriff of Union County Ohio, for the defendant Winfield S. Winters and Alice Winters, returnable according to law. Indorse - Action to foreclose mortgage.

J. E. Griffith, Attorney for Plaintiff.

The following summons was filed 13th day of October A.D. 1894.

Summons
N^o 6811.

The State of Ohio. |
Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Winfield S. Winters and Alice Winters, that they have been sued by Augustus Scott in the Court of Common Pleas of Union County, and must answer by the 10th 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 22nd day of October A.D. 1894. Witness my hand and the seal of said Court, this 9th day of October A.D. 1894.

J. N. Gosnell, Clerk.

The State of Ohio. |
Union County.

Sheriff's Return.

Sheriff's Fee.	\$	00
Service & Return.	40	
Mileage.	2	72
Copy.	30	
Total.	\$	3 42

Received this writ October 10th 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 Alice Winters personally and to Winfield S. Winters by leaving a copy at his usual place of residence on the 10th day of October 1894.

Wm. G. Snodgrass, Sheriff.

Precipe
for
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Order
N^o 6811.

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Précipe
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Entry
 No. 6811.

The following Précipe for Order of Sale was filed the 6th day of December, A. D. 1894.

Augustus Scott Plaintiff vs. Winfield S. Winters et al. Defs.	In the Court of Common Pleas. Union County Ohio. Précipe.
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To the Clerk = Issue order of sale in this case -
 J. E. Griffith, Attorney for Plaintiff.

The following Entry was filed the 3rd day of December, A. D. 1894.

Augustus Scott Plaintiff vs. Winfield S. Winters and Alice Winters Defendants.	In the Court of Common Pleas. Union County, Ohio. Entry.
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This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants Winfield S. Winters and Alice Winters have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant Winfield S. Winters, on the promissory note and interest coupon note set forth in the petition - including the attorney's fees asked for, with interest to this first day of December, 1894. The sum of One hundred and Eighty-one and ³⁰/₁₀₀ Dollars (\$181³⁰/₁₀₀). The Court further find that in order to secure the payment of said notes, the defendants - Winfield S. Winters and Alice Winters, his wife, executed and delivered to Joseph J. Dickinson their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book 30, page 70, of the records of mortgages of Union County, and is a good and valid lien on the premises described in the petition - that the conditions in said mortgage have been broken, and that said mortgage was duly assigned to plaintiff. It is therefore adjudged and decreed that unless the defendant Winfield S. Winters, shall within one day from the entry of this decree, pay or cause to be paid, to the Clerk of this Court the costs of this cause, and the plaintiff herein the sum so found due as aforesaid, with interest from the first day of December, 1894, at 8 per cent payable semi-annually upon all but fifty Dollars & 60¢ thereon the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Approved. J. E. Griffith.
 Attorney for Plaintiff.

The following Sheriff's Land Appraisal was filed the 12th day of December 1894.

Sheriff's Land Appraisal.

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 State of Ohio County of Union Township of Allen and part of Virginia Military survey No. 158 Bounded and described as follows Beginning at a stone Northwest corner of Harriet G. Lovland's land, and in the center of the Mansville and Bellefontaine Gravel Road thence with the center of said road N 83° 30' W 51⁰⁰/₁₀₀ poles to a stone corner to Malinda Crowder's land thence with a line of said land S 5° 31' W 38 poles to a stone corner to said land in the easterly line of Daniel S. Ford's land thence with said line S 34° 46' E 166⁰⁰/₁₀₀ poles to a stone corner to Frank Smith's land thence with the westerly line of said land N 55° E 50 poles to a stone corner to said Harriet G. Lovland's land, thence with the westerly line of said land N 29° W 162 poles to the place of beginning containing 64 acres more or less Being the same premises conveyed by James C. Frizzell to Winfield S. Winters September 18th 1885. To be sold on an Order of Sale issued from the Court of Common Pleas of said County, in the action of Augustus Scott Plaintiff, against Winfield S. Winters Defendant do faith with, after actual view of said premises, make return and say that the same are of the real value in money of \$20 per acre.

Given under our hands and seals, this 11th day of December A. D. 1894. The State of Ohio, Union County, ss.

I hereby certify, that the within named appraisers, D. A. Robinson, Geo. Keams, and Samuel Robinson are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 11th day of December A. D. 1894.

Wm G. Snodgrass, Sheriff.

The following Proof of Publication was filed the 14th day of January A. D. 1895.

Augustus Scott.

vs.

Winfield S. Winters.

An Order of Sale.

J. E. Griffith, Attorney.

Court of Common Pleas, Union County, Ohio. By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansville, Ohio, on Saturday, January 12th 1895, at or about the hour of one o'clock, P. M. on said day, the following described real estate, to wit: Being part of Virginia Military Survey No. 158 beginning at a stone northwest corner of Harriet Lovland's land, and in the center of the Mansville and Bellefontaine gravel road; thence with the center of said road, N. 83° 31' West 51 50-100 poles to a stone corner to Malinda Crowder's land; thence with a line of said land south 5° 35' West 38

Order of Sale.

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poles to a stone, corner to said land in the Easterly line of Daniel S. Woods
 land: Thence with said line S. 34° 45' E 166 60-100 poles to a stone, corner to
 Frank Smith's land, thence with the northerly line of said land North 64°
 E 60 poles to a stone, corner to said Harriet H. Love land's land: Thence with
 the Westerly line of said land, North 29° W. 162 poles to the beginning,
 containing 64 Acres, more or less, being the same premises conveyed
 by James O. Triggell to Winfield S. Winters, September 18th 1884.
 Appraised at \$20.00 per Acre. Terms Cash.

Wm. Snodgrass Sheriff.
 Union County Ohio.

The State of Ohio, Union County, S. S.
 The undersigned, being duly sworn, says that a copy of the
 annexed Notice was published for 5 consecutive weeks in "The Mansville Tribune"
 a newspaper of general circulation in the County of Union, the first
 publication beginning with December 2, 1894.

W. B. Shearer.
 J. N. Howell Clerk.

Sworn to and subscribed before me, this 14th day of January, 1895.

Printers fees, \$14.00.
 The following Order of Sale was filed the 14th day of January A.D. 1895.
 Order of Sale.

Order
 of
 Sale.

The State of Ohio,
 Union County S. S.

To the Sheriff of said County - Greeting:

It hears, at a Court of Common Pleas, holden at the Court House
 in Mansville in said County of Union on the 5th day of December 1894,
 Augustus Scott obtained a Judgment and Decree against Winfield S.
 Winters and Alice Winters for the sum of Eleven hundred and Eighty one ³⁰/₁₀₀
 Dollars, and Ten ⁹⁰/₁₀₀ (\$ 10 ⁹⁰/₁₀₀) Dollars, costs of suit. And whereas, it was then and
 there, by said Court ordered, adjudged, and decreed, that the said Winfield
 S. Winters and Alice Winters, within one day from the 4th day of December
 A. D. 1894 pay unto the said Augustus Scott, the sum of Eleven
 hundred and Eighty one ³⁰/₁₀₀ Dollars, with interest from the 1st day of December
 1894 at 8% and costs aforesaid; and, on default to pay the same, that an
 Order of Sale issue to the Sheriff of said County, commanding him to
 proceed, according to the statute regulating Judgments and Executions
 at Law, to sell the real estate described in the Plaintiff's petition, &c.
 And whereas, the one day aforesaid have fully expired, and the said
 sum of Eleven hundred and Eighty one ³⁰/₁₀₀ Dollars, and costs aforesaid, have
 not been paid, or any part thereof, as appears to us of record -
 We therefore command you, that you proceed, without delay, to appraise,
 advertise and sell according to the Statute regulating Judgments and
 Executions at Law, the following lands and tenements, situate in
 Union, County, Ohio to wit: situate in the State of Ohio County of Union
 Township of Allen, and part of Virginia military survey N. 15-8 - Bounded
 and described as follows: Beginning at a stone Northwest corner of Harriet
 H. Love land's land and in the center of the Mansville and Bellefontaine
 Gravel Road - Thence with the center of said road N. 83° 31' W. 51 ⁵⁰/₁₀₀ poles
 to a stone, corner to Malinda Grandus land - Thence, with a line of said
 land, S. 5° 31' W. 38 poles to a stone, corner to said land in the
 Easterly line of Daniel S. Woods land - Thence with said line, S. 34°

46' & 166' poles to a stone corner to Frank Smith's land - thence with the Northernly line of said land, N. 55° E 50 poles to a stone corner to said Harriet H. Lowland's land - thence with the westerly line of said land, N. 29° W. 162 poles to the place of beginning - Containing 64 Acres more or less - Being the same premises conveyed by James B. Frizzell to Winfield S. Winter September 18th 1886:

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 Mansville this 5th day of December A. D. 1894.

J. A. Gosnell, Clerk.

Sheriff's Return.

Sheriff's Return.

The State of Ohio,
Union County, ss.

Received this 5th day of December A. D. 1894 and on the 11th day of December A. D. 1894, I called an inquest of J. A. Robinson, George Ream and Samuel Robinson, three disinterested freeholders and residents of the County, and caused the within described real estate to be duly appraised on their oath; they on the same day returned to me an estimate of the value thereof, (To wit: \$1280⁰⁰) and 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 Mansville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached. And on the 12th day of January A. D. 1895 at the door of the Court House in Mansville Ohio, at the hour of 10 o'clock A. M. of said day, the time and place of sale specified in said notice I offered the within described Real Estate at Public Auction; and then and there struck off and sold the same to J. E. Griffith as Agent and Attorney for Augustus Scott, for the sum of Ten hundred and seventy Two Dollars (\$1072⁰⁰) being the highest bidder therefor, and the sum bid being more than two thirds of the appraised value.

Sheriff's Fee	\$ 9
Service	20
Copy	20
Swearing Appraisers	1 20
Swearing Appraisers	20
Conveying Appraisers	1 00
Writing Appraisals	20
Copy of Appraisals	20
Notice to Printers	20
Affidavit to Printers	20
Writing Notice	20
Mileage	2 00
Return	20
	\$6 40
Appraisers Fee	3
Printers Fee	14 20

And said sum being more than two thirds of the appraised value thereof, and said Augustus Scott being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$1072⁰⁰ Dollars.

Wm. E. Snodgrass, Sheriff.

Entry No. 6811.

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Afterward on the 6th day of February A. D. 1895 an Entry was made on the Journal by the Clerk of the Court:

Entry
No. 6811.

Augustus Scott Plaintiff. | In the Court of Common Pleas.
vs. | Union County Ohio.
Winfield S. Winter et al. Defs. | 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, and the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law, and the order of this Court, it is ordered that the said proceedings and sale, be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, Augustus Scott, by deed, according to law, the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the recorder of Union County. And the Court coming now to distribute the proceeds of said sale, amounting to \$1072⁰⁰, 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 \$28⁰⁰. Secondly: the costs of this action, taxed at \$36⁰⁰. Thirdly: To the plaintiff, Augustus Scott, the balance of the said money remaining in his hands, to wit the sum of \$1007⁰⁰ to be applied, as a credit upon his judgment against the said defendant, Winfield S. Winter. And there still remaining do to the said Augustus Scott, the sum of \$ execution is awarded against the said Winfield S. Winter therefor.

Attest
J. N. Gosnell
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 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 heretofore Term on the 23rd day of March A. D. 1893 Dora A. Cox filed in the Clerk's office of the said Court of Common Pleas the following Petition Against Siff Cox Term:

Summons No. 6628.

Petition No. 6628.

Dora A. Cox Plaintiff. } Court of Common Pleas.
v. } Union County Ohio.
Prior Josephus Cox Jr. }
Commonly known as } Petition
Siff Cox. Defendant.

Plaintiff for her cause of action herein states: She has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union in said State. She was married to defendant on or about April 1st 1886, at Mansville Ohio. There was born of said marriage one child, Leo Josephus Cox, now six years of age.

1st Defendant has in total disregard of his marital duties, for more than three years last past, through no fault of Plaintiff, been willfully absent from her.

2nd Defendant is guilty of gross neglect of duty in that ever since his marriage to Plaintiff he has totally failed and willfully neglected to provide her with a home or the common necessaries of life although physically and financially abundantly able to do so, so that Plaintiff having no property of her own, has been compelled to support herself and her aforesaid child upon the charity of her friends and her own exertion. Defendant is possessed of considerable money, chosen in action and personal property of an intangible nature, which he has converted into such state and so keeps to defeat the Plaintiff in any attempt to recover alimony or for the support of her said child; and being one of three children, he possesses an inchoate third interest in the estate of his father, Prior Josephus Cox Sr. consisting of a large amount of valuable land, money goods and chattels. Wherefore Plaintiff prays that she may be divorced from defendant, and that she may be decreed the custody of her said child and means for his support, and reasonable alimony, and such other relief as the Court may deem proper and equitable.

J. F. Miller.
Attorney for Plaintiff.

The following Precept was filed the 23rd day of March A. D. 1894:

Precept Dora A. Cox. } Court of Common Pleas
v. } Union County Ohio.
Siff Cox. } Precept

To the Clerk of Courts: Issue summons accompanied by a copy of petition, returnable according to law

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directed to the Sheriff of Delaware County, Indiana to serve both upon the defendant personally, as his real place of residence is uncertain. He is now residing with his father. Price Box, near Radner.

J. F. Millar, Attorney for Plaintiff.

The following Summons in Action for Divorce was filed March 27th 1893.
Summons in Divorce.

The State of Ohio. |
Union County S. S. | To the Sheriff of
Delaware County.

You are commanded to notify 'Duff' Cox (Price Josephus Cox Jr.) that Dora A. Cox 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 willful absence and asking that she be divorced from him and that she asks for custody of child and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ: you will make due return of this summons on the 3rd day of April A. D. 1893. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield this 28th day of March A. D. 1893.

R. M. Groff Clerk.

Sheriff's Fee.	\$ 9.
Service.	50
Copy	25
Milage	3 20
Docket	10
Return.	25
Postage	02
Total.	\$ 4 82

Received 10 o'clock A. M. on the 24th day of March A. D. 1893 and on the 25th day of March A. D. 1893. I served the same by delivering to 'Duff' Cox (Price Josephus Cox Jr.) personally a true copy thereof together with a certified copy of the petition.

Thomas R. Griffith
By John D. Griffith Deputy.

Delaware County Ohio.

The following Answer was filed the 5th day of April A. D. 1893.

The State of Union County S. S.

Dora Cox, Plaintiff.
vs.
Price Josephus Cox, Defendant.

To the Court of Common Pleas.
Answer. No. 6528.

Now comes the defendant and not entering his appearance herein for any other purpose, than to plead to the Jurisdiction of the Court says: that he is a resident of the County of Delaware and State of Ohio, and that the only service made upon him in this case was by the Sheriff of said County of Delaware. The defendant says that the plaintiff is not his wife, because on the 15th day of April 1890 the marriage relation before that time existing between the plaintiff and the defendant, was, by the District Court of the County of Butler in the State of Kansas dissolved, and wholly annulled, and the defendant was by the said last named Court divorced from the plaintiff, a true copy of the decree in which case is hereto attached and made part hereof. Wherefore the defendant asks to go hence and recover his costs. J. L. Cameron, Attorney for Defendant.

Summons No. 6528.

Answer No. 6528.

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In the District Court of Butler County, Kansas.

S. J. Cox, Plaintiff.

vs.

Dora Cox, Defendant.

Now on this 15th day of April 1890. this cause was called in regular order for trial. The Plaintiff appeared in person as well as by Glogston, Hamilton, Fuller ^{and} Gubbison, his Attorney, and the Defendant appeared not, and the Court proceeded to try said cause upon the Plaintiff's petition and the evidence, and the Court after hearing all the evidence finds that said Defendant at the time this action was commenced was a non-resident of this State and that said Defendant has been duly served by publication herein by a publication notice printed and published in the Augusta News a newspaper printed and published at Augusta, Butler County Kansas, and of general circulation in said County; that said Defendant has failed to answer said Plaintiff's petition and the Court after carefully examining said service by publication, the affidavit for publication and the proof of publication finds that said service by publication is in accordance with law, and the same is hereby approved by this Court. And the Court further finds that on the 2nd day of March, 1890. a copy of the petition herein duly certified by the Clerk of this Court and a copy of the publication notice thereto attached was enclosed in an envelope duly stamped and addressed to said Defendant, Dora Cox, at Richmond, Union County, Ohio, and postage paid thereon, and said envelope so addressed was deposited in the Post Office at El Dorado, Butler County, Kansas, on said 2nd day of March, 1890. The Court further finds that said Plaintiff has been an actual resident of the State of Kansas for one year next preceding the filing of his petition herein and is now a resident of said County of Butler and State of Kansas; that said Plaintiff and Defendant were married on the 1st day of April, 1886; that at the time of said marriage and prior thereto said Defendant deceived said Plaintiff concerning her chastity and by her fraud and deceit defrauded said Plaintiff into said marriage contract and that said Defendant has been guilty of extreme cruelty toward this Plaintiff. It is therefore considered, ordered and adjudged by the Court that said Plaintiff be and he is hereby divorced from said Defendant, Dora Cox, on account of the extreme cruelty of said Defendant toward the Plaintiff and on account of the fraud and deceit of said Defendant whereby she defrauded and deceived this Plaintiff into said marriage contract. And said Defendant is ordered to pay the costs of this action taxed at \$12.00 and heretofore let execution issue; and it is further ordered by the Court that neither said Plaintiff nor said Defendant be permitted to marry any other person within six months from this date.

G. A. Leland.

Judge of the District Court of Butler County Kansas.

Reply.

No. 6528.

Entry No. 6528.

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J. W. H. Kury, Clerk of the District Court of Butler County, Kansas, hereby certify that the above and foregoing is a true and correct copy of the judgment in the above entitled action and that the same is a part of the records of my office.

W. H. Kury.

Clerk of the District Court of Butler County, Kansas.

The following reply was filed the 6th day of May A. D. 1893.

Reply.

Dora Cox, Plaintiff.

Court of Common Pleas.

vs.

Union County Ohio.

N. 6528.

Prin Josephus Cox Deft.

Reply.

For reply to the answer of defendant herein Plaintiff says: She received no notice of the proceedings alleged in defendant's answer to have been had, and she has no knowledge or information of the matters alleged in said answer other than is afforded by it; and cannot, therefore, admit, but on the contrary denies each and every allegation in said answer contained, and prays as in her petition.

J. G. Millar, Attorney for Plaintiff.

Afterward on the 28th day of January A. D. 1896 an Entry was made on the Journal by the Clerk of the Court:

Entry N. 6528.

Dora Cox, Plaintiff.

Court of Common Pleas

vs.

Union County Ohio.

Prin Josephus Cox Deft.

Entry.

This cause came on to be heard on the petition, the answer of the defendant, the plaintiff's reply thereto, and the evidence, and on consideration thereof, the Court find that the Plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth; The Court further find, upon the evidence adduced, that the defendant had been guilty of willful absence from plaintiff through no fault on her part, for a continuous period of more than three years at the commencement of this suit, and that he has been guilty of gross neglect of duty in failing to provide for 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 Dora Cox and Prin Josephus Cox Jr. be and the same is dissolved, and both parties are released from the obligation of the same. It is further ordered that the custody and care of said child, Geo Josephus Cox, be confided to the plaintiff; and while in her charge and under her control all expense of keeping and maintaining said child, or for physicians bills or other wise shall be born by the plaintiff and no charge for the same shall be made by her against the defendant. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of

Two Hundred dollars, in cash, and that plaintiff pay costs.

January 28-1895-Received Two Hundred Dollars in full of above judgment.

J. F. Millar, Attorney for Plaintiff.

Attest

M. Posnell
Clerk

Affidavit
No. 6772.

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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 January Term: on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 11th day of August A. D. 1895 Mary Self filed in the Clerks office of the said Court of Common Pleas the following Petition Against R. D. Self, To wit:

Petition
No. 6772.

Mary Self Plaintiff		Court of Common Pleas.
Against		Union County Ohio.
R. D. Self Defendant.		Petition.

First- The plaintiff complains of the defendant and alleges that for the year last past she has been a resident of the State of Ohio and is at present a bona fide resident of Union County.

Second- That on the 29th day of April 1877 at Bykathin 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- That the defendant, disregarding his duties as a husband, on the 19th day of August 1890, willfully deserted the plaintiff, and for more than three years last past has been willfully absent from her without a reasonable or just cause. 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 C. Robinson, Atty for Plaintiff.

The State of Ohio
Union County ss.

I Mary Self make solemn oath that the allegations made in the foregoing petition are true.

Sworn to before me and subscribed in my presence this 4th day of August 1894.
Mary Self
J. M. Sanders
Notary Public.

Entry
No. 6772.

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Affidavit
No. 6772.

The following Affidavit was filed the 4th day of August A.D. 1894
Mary Self Plaintiff | Court of Common Pleas
Against. | Union County Ohio.
R. D. Self Defendant. | Affidavit:

The State of Ohio Union County ss.
Mary Self being first duly sworn according to Law deposes and says that the residence of R. D. Self the defendant in the above entitled action is to her unknown and that she has no means of ascertaining same.

Sworn to before me and subscribed in my presence this 4th day of August 1894.
Mary Self.
J. M. Sanders Notary Public.

The following Affidavit of Publication was filed the 8th day of October A.D. 1894.
Divorce Notice.

R. D. Self whose place of residence is unknown, is hereby notified that Mary Self did on the 4th day of August A.D. 1894, file her petition in the office of the Clerk of the Court of Common Pleas, within and for the County of Union and State of Ohio, charging the said R. D. Self with being willfully absent from her for more than three years last past without any cause or justification therefor, and asking that she may be divorced from the said R. D. Self, which petition will stand for hearing at the next term of said Court. Dated this 6th day of August A.D. 1894.

Mary Self.
By James E. Robinson her Attorney.
Affidavit of Publication

The State of Ohio, Union County ss.
J. Geo. W. Worden, publisher being duly sworn, says that the notice here attached was published in the Richmond Gazette on the 19th day of Aug 1894, and continued therein six consecutive times during all of which time said newspaper was printed and in general circulation in said County.
Geo W. Worden.

Sworn to and subscribed before me, this 8th day of October 1894.
M. W. Hill, Justice of the Peace.
Afterward on the 30th day of January A.D. 1895 an Entry was made on the Journal by the Clerk of the Court:

Entry
No. 6772.

Mary Self Plaintiff. | Court of Common Pleas.
vs. | Union County Ohio.
R. D. Self Defendant. | Entry and Judgment:

In this cause came on for hearing and after hearing evidence of witnesses the Court granted a divorce to plaintiff this 30th day of January 1895.

Attest
J. M. Posnell
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 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 heretofore to wit on the 5th day of December A. D. 1894 Samantha Blake filed in the Clerk's office of the said Court of Common Pleas the following Petition against Layton R. Blake to wit:

State of Ohio, Union County, S.S.

In the Court of Common Pleas.

Petition
No. 6887

Samantha E. Blake, Plaintiff.

v.s.

Layton R. Blake, Defendant.

Petition for Divorce.

The Plaintiff, Samantha E. Blake complains of the said Defendant and alleges: - That she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of said County of Union, State of Ohio. That on the 16th day of October 1889 she was married to the said Defendant, Layton R. Blake, and said marriage relation still exists. There have been no children of said marriage. That the defendant has been guilty of gross neglect of duty in this that he has entirely failed to provide the plaintiff with any means of support for more than three years last past. The said defendant has been willfully absent from the plaintiff for more than three years. Wherefore the plaintiff prays that she may have a divorce from the said defendant and such other relief as the Court may deem proper.

Cameron ^{and} Gammon
Attorney for Plaintiff.

The following Summons in Action for Divorce was filed the 15th day of Dec 1894
Summons in Divorce

Summons
No. 6887

The State of Ohio

Union County, S.S.

To the Sheriff of Union County:

You are commanded to notify Layton R. Blake that Samantha E. Blake 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 freed 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 17th day of 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 5th day of December A. D. 1894.

J. N. Essnell, Clerk.

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Entry
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Received 10 o'clock A.M. on the 6th day of December A.D. 1894 and on the 10th day of December A.D. 1894 I served the same by leaving a true copy thereof of this writ with the indorsements thereon together with a copy of the petition at the usual place of residence of Layton R. Blake.

Wm. E. Snodgrass Sheriff.
By Jesse Beard Deputy.

Afterward on the 30th day of January A.D. 1895 an entry was made on the Journal by the Clerk of the Court.

Entry
No. 6887.

Samantha E. Blake Plaintiff.
v.s.
Layton R. Blake Defendant.

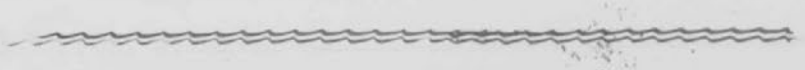
In the Court of Common Pleas,
Union County S.S.

Entry

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 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 Union County, Ohio and that the parties hereto were married as in the petition set forth; the Court find that the defendant has been guilty of gross neglect of duty and has been willfully absent from the plaintiff 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 heretofore existing between the said Samantha E. Blake and Layton R. Blake be and the same hereby is dissolved and both parties are released from the obligations of the same and it is further ordered by the Court that the plaintiff be restored to her maiden name of Samantha E. Mitchell and the plaintiff shall pay the costs of this action.

Cameron and Cameron
Attorneys for Plaintiff.

Attest
J. E. ...
Clerk



Place 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 January Term: on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 1st day of December A.D. 1894 Clara E. Wood filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Robert E. Wood. To wit:

Petition
No. 6834.

Clara E. Wood Plaintiff.
Against
Robert E. Wood Defendant.

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

The plaintiff says: That she has been a resident of the State of Ohio for the year last past, and she has a bona fide residence in the County of Union. On or about the 19th day of February 1872 at said Union County Ohio, she was married to the defendant:

There were no children born of such marriage. Defendant for more than ten 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 the charity of friends and her own exertions, because of his idleness, profligacy, and dissipation. Plaintiff was compelled to leave defendant about two years ago in order to obtain employment and support herself, since which time she has so done as a domestic. Wherefore plaintiff prays that she may be divorced from the defendant, and that she may be decreed to have reasonable Alimony that she be restored to her maiden name of Clara E. Wilson and such other relief as is proper.

John M. Brodick, Attorney for Plaintiff.

Check: Issue summons to Sheriff of Marion County, Ohio for defendant Indorse Action for Divorce and Alimony - Returnable according to law. Accompany summons with copy of Petition.

John M. Brodick,
Attorney for Plaintiff.

The following Summons in Action for Divorce was filed the 4th day of Dec 1894.
Summons in Divorce.

Summons
No. 6834.

The State of Ohio

Union County ss.

To the Sheriff of
Marion County.

You are Commanded to notify Robert E. Wood that Clara 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 Robert E. Wood), charging him with Gross neglect and asking that plaintiff be divorced from Defendant and that reasonable Alimony be allowed and for other proper relief, said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 10th day of December A.D. 1894.

Entry
No. 6834.

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Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansville this 1st day of Dec A.D. 1894.

J. N. Caswell Clerk.

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Received 8 o'clock A.M. on the 3rd day of December A.D. 1894 and on the 3rd day of December A.D. 1894 I served the same personally upon Robert E. Wood by delivering a true copy thereof together with a true copy of the Petition filed against him in this cause.

S. B. Rice, Sheriff.

Afterward on the 31st day of January A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6934.

Clara E. Wood.
vs.
Robert E. Wood.

Entry.

This day this cause came on for hearing and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find that he is in default for answer and demurrer to said petition, and the Court find from 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 same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth; the Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Clara E. Wood and Robert E. Wood 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 of Clara E. Wilson. It is further considered by the Court that the said plaintiff recover her costs herein expended from said defendant. Taxed to \$4.88.

Attest
J. N. Caswell
Clerk

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Phase 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 January Term: on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that herefore to wit on the 12th day of June A.D. 1894. Mary Randall filed in the Clerk's office of the said Court of Common Pleas the following Petition Against William Elliott Administrator &c et al. To wit:

In the Court of Common Pleas of Union County, Ohio.
Mary Randall ^{nee} G. L. Randall, her husband. Plaintiff in Error.
Against:

Petition.
No. 6747. William Elliott, Administrator of the Estate of James Mulvain, deceased, Cornelius Mulvain, Sarah Jane Elliott, Margaret A. Murphy, Alexander Mulvain, Clarissa Thompson, Anna Brooker, Tillie Inskoop, William M. Mulvain, Tillie Mochen, Ella Stultz, Minnie Mulvain, Maud Mulvain, Joseph J. Dickinson, Ellen G. Harland, Robinson ^{nee} Piper, The Mansfield Buggy Company, J. & Southard and the Mc Gormick Harvesting Machine Company Defendants in Error.

Petition.

Plaintiff in Error says: that on the 2nd day of April 1894. by the consideration of the Probate Court of Union County Ohio Defendants in Error William Elliott, Administrator of the estate of James Mulvain, deceased, Ellen G. Harland, Robinson ^{nee} Piper, The Mansfield Buggy Company, J. & Southard, and the Mc Gormick Harvesting Machine Company, recovered a judgment, by the consideration of said Court, against Plaintiff in error, in an action then pending therein, wherein defendant in error, and the other defendants in error herein, were defendants, a transcript of the docket and journal entries whereof is filed herewith. There is manifest error apparent upon the record in the said record and proceedings, in this, to wit:

- 2nd Said Court erred in rendering judgment that a ratable proportion or any proportion, of the mortgage lien of said Ellen G. Harland should be borne by the lands of plaintiff in error.
- 1st Said Court erred in granting affirmative relief upon the answer and cross-petition of Robinson ^{nee} Piper, without notice to plaintiff in error.
- 3rd Said Court erred in assuming jurisdiction over the lands of said plaintiff in error, when the petition of said plaintiff below showed upon its face that said James Mulvain had sold and conveyed said premises, and that he did not die seized thereof.
- 4th Said Court erred in ordering that a part of said mortgage lien of said Ellen G. Harland should be borne by the lands of plaintiff in error in order to prefer certain liens upon estate claimed by said defendants in error, Robinson ^{nee} Piper, The Mc Gormick Harvesting Machine Co., The Mansfield Buggy Co., and J. & Southard, when said plaintiff in error claim was superior in equity to any of the claims herein enumerated, save and except the claim of said Ellen G. Harland.
- 5th Said Court erred in assuming to exercise equity jurisdiction.

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not only as regards the lands of said but also of the lands of plaintiff in error. when said jurisdiction was not conferred upon said court by statute. Plaintiff in error therefore prays that said judgment may be reversed, and that they be restored to all things they have lost by reason thereof.

John M. Brodick.
Attorney for Plaintiff in Error.

In the undersigned Defendant in Error hereby waives the issuing and service of summons and enters our appearance herein this 12th day of June 1874.

J. L. Southard by W. W. Merchant his Attorney, Wm. Elliott as Administrator of James Mulvain & Co. by F. T. Arthur his Attorney, Robinson & Piper, By L. Piper The M. Gormick Manufacturing Machine Company & The Mansfield Buggy Co. By Thos. Starnes J. F. Millon.

In the Probate Court of Union County Ohio.

William Elliott Administrator of the Estate of James Mulvain Deceased. Plaintiff.

vs.

Gawlines Mulvain, Sarah Jane Elliott, Margaret A. Murphy, Alexander Mulvain, Gloriosa Thompson, Mary Randall, and E. L. Randall, her husband, Anna Brooker, Fannie Inokup, William M. Mulvain, only son of Daniel Mulvain Decd. who was a son of James Mulvain Decd. Fannie Mohn, Ella Stultz, Minnie Mulvain age 17, and Maud Mulvain age 8 years, four last only children of William M. Mulvain Decd. who was a son of said James Mulvain Decd. Joseph J. Dickinson, Ellen G. Haviland, Robinson & Piper, The Mansfield Buggy Company, and J. L. Southard, The M. Gormick Manufacturing Machine Co. Defendants.

Petition.
To
Sell
Real
Estate
To
Pay
Debts.

The plaintiff says that he is the duly appointed and qualified Administrator of the estate of James Mulvain deceased and said plaintiff represents that valid debts of decedent, amounting to \$ Dollars have been presented to your petitioner for payment. That the costs of Administration will amount to about \$ Dollars, and that the total value of the personal estate and effects of said decedent is but \$ Dollars, being wholly insufficient to pay the debts and costs aforesaid; and that it is therefore necessary to sell real estate of said decedent to pay said debts - Said plaintiff further represents that said James Mulvain died leaving no widow, seized in fee simple of the following described real estate: situate in the Township of Leesburg, County of Union and State of Ohio to wit: Part of Virginia Military Survey No. 3692. Beginning at a stake in the center of Boker Creek and north westerly corner to George W. Gary's land (witnessed by a stone planted at the roots of a Lynn tree on the south bank of the creek S. 82° W 3 1/2 poles from said stake) thence with the west line of said Gary's land S. 82° W. 207 2/3 poles to a stone with piece of stone rock under it. Thence N 8 1/2° W. 29 poles to a stake corner to William Mulvains land. Thence with the east line of said land N 1 1/2° E 115 1/2 poles to a stake corner to said land in the center of the Candy road. Thence with the center of said road N. 86° W 4 1/2 poles to a stake thence

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continuing with the center of said road S. 72° W. 56⁶⁰/₁₀₀ poles to a stake in the east line of John Mackill's land. Thence with said line N. 8° E. 186 poles to a stake corner to said land in the center of said Boker creek. Thence following the old channel of said creek N. 44° E. 10⁶⁰/₁₀₀ poles S. 56⁶⁰/₁₀₀ E. 21⁶⁰/₁₀₀ poles (crossing the present channel at 18 poles) S. 46³/₄° E. 35 poles S. 74° 50' E. 21 poles S. 56⁶⁰/₁₀₀ E. 7⁶⁰/₁₀₀ poles N. 9⁶⁰/₁₀₀ E. 7 poles to the center of an island. Thence splitting the island S. 54° E. 20 poles to the beginning. Containing 96 acres or there more or less there is of record in Recorder's Office Union County Ohio. Book 62 Page 571 Thirty (30) acres more or less of the above described premises deeded to Mary Patton by said James Mutrain Decd. on the 16th day of March 1892. and left for record in Recorder's Office Union County Ohio. on April 16th 1892. and recorded May 7th 1892. Said plaintiff further represents that said real estate has not been appraised; that it is necessary appraisers be appointed, and that they return their appraisement to this Court; that said decedent died leaving no widow; that there is owing to Joseph J. Dickinson the sum of \$750⁰⁰ as appears of record in Recorder's Office Union Co. Book 27 Page 477 with interest semi-annually at eight per cent. and to Ellen S. Harland the sum of \$300⁰⁰ with interest semi-annually at 8 per cent as appears of record in Recorder's Office Union County Ohio. Book 30. Page 392. That the above described mortgage cover all the above described lands. That the defendants Robinson and Piper, The Mansfield Buggy Company, the M^c Gormick Hauling Machine Company, and J. L. Southard are Judge's creditors of said decedent - Said plaintiff therefore prays that all of said above named defendants be brought into Court by due process of law and that your petitioner may be authorized to sell said premises free from debt to pay said debts, according to the statute in such case made and provided.

William Elliott, Administrator.
 A. T. Arthur, Attorney for plaintiff.

The State of Ohio, Union County, S. S.

William Elliott the plaintiff named in the foregoing petition being duly sworn says that the various matters and things set forth in said petition are true to the best of his knowledge and belief.

William Elliott.

Sworn to and subscribed before me by the above named, William Elliott this 30th day of December 1893.

Wairon.

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William Elliott Administrator of The Estate of James Mutrain decd. pff.
 V. S.
 Jonathan Mutrain and others, defendants.

Wairon of
 Summons
 and Consent
 to sell.

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.

No. 4338.

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 By J. E. Griffith Their Attorney. | J. L. Southard.
 | Joseph J. Dickinson.
 | Ellen S. Harland.
 | Robinson & Piper.

Union Probate Court.

William Elliott, Administrator. | Summons in
 v.s. | Person to sell
 Cornelius Mulvain and others. | Real Estate.
 The State of Ohio, Union County, S.D.

To William Elliott of Union County, Greeting:
 You are commanded to notify Sarah Jane Elliott, Cornelius Mulvain, Margaret A. Murphy, Alexander Mulvain, Glanisa Thompson, Mary Randall, ^{nee} E. L. Randall her husband, Anna Brooker, Nellie Inskeep, William M. Mulvain, Della Mohr, Ella Stultz, Minnie Mulvain aged 17 and Maud Mulvain aged 8 years, Joseph J. Dickinson, Ellen S. Harland - - - Robinson, Mansfield Kuggly & John L. Southard, The M. & G. Farmick & Sons Machine Co., that a petition for the sale of the Real Estate of James Mulvain deceased has been filed by William Elliott Administrator of the Estate of said James Mulvain in the Probate Court of said County and that unless they answer by the 27th day of January A.D. 1894. The petition of the said William Elliott as said Administrator will be taken as confessed, and an order made accordingly. You will make due return of this notice on the 8th day of January A.D. 1894. Witness my signature and the seal of said Probate Court at Mansville Ohio, this 30th day of December A.D. 1893.
 L. S. | Lonidas Piper, Probate Judge.

The State of Ohio, Union County, S.D.
 I, William Elliott, Administrator James Mulvain, deceased being duly sworn, say that on the 2nd day of January 1894, I served this writ by delivering a true copy thereof to the following named persons, to-wit: Minnie Mulvain aged 17 Maud Mulvain aged 8 years, and Martha Mulvain their mother with whom they live.
 William Elliott.
 Sworn to and subscribed before me, this 8th day of January, A.D. 1894.
 Lonidas Piper, Probate Judge.

Wain Endorsed.
 We the undersigned defendants named herein, do each of us acknowledge due and legal service of the within summons.
 Sarah Jane Elliott, C. Mulvain, E. L. Thompson, C. Mulvain, Maggie C. Murphy, Mary Randall, Anna Brooker, Nellie Inskeep, W. M. Mulvain, Martha Mulvain, Ella Stultz & E. L. Randall, Della Mohr.

Probate Court, Union County, Ohio.

William Elliott, Administrator, Plaintiff | Petition to
 v.s. | Sell Real
 Sarah Jane Elliott et al. Defendants. | Estate.
 Order of Appraisement.

The State of Ohio, Union County S.D.

No. 4338.

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To William Elliott Administrator of the Estate of James Mulvain deceased.
 Executing: In obedience to an order and decree of the Probate Court,
 within and for said County, made this day, in a certain cause, wherein you
 as Administrator of the Estate of James Mulvain deceased are Plaintiff
 and Sarah Jane Elliott et al. are Defendants. You are commanded that
 by the oaths of Walter Hill, William Luger and Henry Evans, judicious
 disinterested men of the vicinity, not of kin to the petitioner, who are
 freeholders of the County in which said real estate is situated, and upon
 actual view, you cause a just valuation and appraisement to be made
 according to law of the following described premises, to-wit: Situate in the
 Township of Leoburg, County of Union and State of Ohio, to-wit: Part of
 Virginia Military Survey No 3692. Beginning at a stake in the
 center of Boker Creek and south westerly corner of George M. Garry's land
 (marked by a stone planted at the root of a Lymn tree on the south
 bank of the Creek S. 8 deg. W. 3 4-10 poles from said stake; thence with
 the west line of said Garry's land S. 8 deg. W. 207 93-100 poles to a stone
 with piece of stone crotch under it; thence N. 81 1-2 deg. W. 29 poles to a
 stake corner to William Mulvain's land; thence with the east line of
 said land N. 1 1-2 deg. E. 115. 40-100 poles to a stake corner to said land
 in the center of the Gandy Road; thence with the center of said road
 N. 86 deg. W. 4 20-100 poles to a stake; thence continuing with the center of
 said road S. 72 deg. W. 56 60-100 poles to a stake in the east line of
 John Mackill's land; thence with said line N. 8 deg. E. 136 poles to a
 stake corner to said land in the center of said Boker Creek; thence
 following the old channel of said Creek N. 44 deg. E. 10 60-100 poles S. 59 1-2
 deg. E. 21 40-100 poles (crossing the present channel at 18 poles) S. 46 3-4
 deg. E. 35 poles S. 74 deg. 50 min. E. 21 poles S. 56 1-2 deg. E. 7 40-100 poles
 N. 9 1-2 deg. E. 7 poles to the center of an island; thence splitting the
 island, S. 54 deg. E. 20 poles to the beginning. Containing 96 Acres or
 thereabouts more or less. There is record in Recorder's Office Union County
 Ohio, Book 62 Page 571 Thirty (30) Acres more or less of the above
 described premises deeded to Mary Patton by said James Mulvain deceased
 on the 15th day of March 1892, and left for Record in Recorder's Office
 Union County Ohio on April 16th 1892, and Recorded May 7th 1892.
 Said premises to be appraised in two separate tracts - as follows. The
 96 Acres less the 30 Acres described, as deeded to Mary Patton as one tract
 and being about sixty six (66) Acres and the second tract being
 about 30 Acres as described in said deed to said Mary Patton.
 You will make return of your proceedings to this Court for
 execution of this order. Witness my signature and the seal of said
 Probate Court, at Mansfield, Ohio, this 31st day of January A. D. 1894.
 Lemidas Piper Probate Judge.

Return.

To the Probate Court of Union County, Ohio:

In obedience to the foregoing order, I have caused the same to be
 duly executed, as will fully appear by the proceedings hereto attached.
 Dated the 2nd day of February 1894.

William Elliott.

Order of Appraisers.

The State of Ohio, Union County, S.S.

We the undersigned appraisers, do make solemn oath that we will upon actual view honestly and impartially appraise the within described real estate at its fair cash value, and perform the duties required of us, in pursuance of the foregoing order.

W. H. Styer, Henry Erans, N. W. Hill.

Sworn to before me and signed in my presence this 1st day of February 1894.

L. W. Martin, Justice of the Peace.

Appraisers Return.

In obedience to the foregoing order: After being first duly sworn and upon actual view of the premises therein described, we the undersigned Appraisers, estimate the value of said real estate as follows: The first mentioned tract consisting of about 66 Acres we appraise at \$28.⁰⁰ Dollars per Acre. The second tract of about 30 Acres we appraise at \$23.⁰⁰ Dollars per Acre.

Given under our hands, This 1st day of February 1894.

W. H. Styer.

Henry Erans.

N. W. Hill.

Appraisers.

Fees of Appraisers, \$1.00 per day each.

Friday, February 2nd 1894.

William Elliott Administrator of Estate of Estate of James Mulvain, Dec^d. Plaintiff.

Journal Entry.

v.s.

Ganalius Mulvain and others, Defendants.

Decree confirming Appraisement And Ordering Sale.

This day came the plaintiff herein as Administrator of the estate of James Mulvain, Deceased, a love named, and produced to the Court the appraisement herein made of the real estate in the petition described by Valerien Hill, William Styer, and Henry Erans in pursuance of a former order of this Court, and it appearing upon examination, that said Appraisement is in all respects regular and correct The same is hereby approved and confirmed. It is there upon by the Court ordered that William Elliott Administrator as aforesaid, proceed to advertise and sell the real estate aforesaid, free of dower, at public vendue on the premises in the petition described on the following terms, to wit: One third cash in hand on day of sale, one third in one year and the balance in two years from said day of sale; deferred payments to bear interest from day of sale and to be secured by mortgage on the premises sold. And further it is by the Court ordered that said plaintiff, make due return of his proceedings herein forthwith upon compliance with the terms thereof.

Leonidas Piper, Probate Judge.

March 14th 1894.

William Elliott Adm^r of Estate
of James Mutrain. Plaintiff.

Journal Entry

Leave to file Answer.

No. 4388.

Gornelius Mutrain et al. Deft.

This day came Robinson and Piper and asked leave of Court to file Answer in this case instantly. Where upon the Court being fully advised, do grant said leave, and answer filed.

William Elliott Adm^r of
James Mutrain dec^d.

Probate Court
Union County Ohio.
Cross Petition.

No. 4338.

Gornelius Mutrain et al.

Now comes J. M. Robinson and L. Piper under the name of Robinson and Piper and say by way of cross petition that on the 13th of April 1891 the said Robinson and Piper obtained a judgment against James Mutrain aforesaid before John R. Taylor Justice of the Peace of Leetung Township for the sum of seventy six + $\frac{72}{100}$ dollars on 8 per cent interest + \$3 $\frac{40}{100}$ original costs + The increase costs thereon are \$3 $\frac{35}{100}$ making a total of \$82 $\frac{85}{100}$ with 8 per cent int. from April 13th 1891 on \$76 $\frac{40}{100}$ that on the 4th day of April 1892 said Robinson and Piper caused to be filed by the Clerk of the Court of Common Pleas of said County of Union on the Judgment Lien Docket thereof a transcript of said judgment whereby the same became a lien on said real estate in said petition of plaintiff described and the said judgment hath not been paid or any part thereof and is in full force and due said to said J. M. Robinson. This defendant says that by the record the liens on said land are in the following order of time. viz.

- Joseph J. Dickinson, first mortgage \$750. March 19th 1889.
- Ellen J. Hamland, 2^d mortgage \$300. March 31. 1891
- M^{rs} Cornick Harvesting Machinery \$104 $\frac{46}{100}$ April 1892.
- Robinson and Piper \$82 $\frac{85}{100}$ April 4th 1892.
- Manfield Buggy Co. \$36 $\frac{46}{100}$ Jan 16. 1893 filed. May 27. 1893.
- \$35 $\frac{56}{100}$ Mar 13/93
- J. D. Southard \$45 $\frac{86}{100}$ Aug 2. 1893. Transcript filed.

This defendant Robinson and Piper asks that said liens be marshalled and the said liens be paid in the said order of priority as above set forth as the dates above set forth out of the proceeds of the sale of the 66 acres so sold. This defendant further says that said two mortgages both cover the 96 acres in the said petition described and they have a lien on the whole thereof whereas the plaintiff hath a lien on the 66 acres only and therefore in equity if the 66 acres so sold will not pay the Taxes costs of sale and the liens prior to and including the lien of this defendant the said 30 acres should be ordered sold and said mortgage be compelled to elect to exhaust the said 30 acres before they shall be suffered to defeat the lien of this defendant as aforesaid. Therefore this defendant prays that in case the money arising from said sale of 66 acres shall fail to pay this defendant's.

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lien in full that said mortgage be ordered to compel the sale of said 80 Acres or so much as may be found necessary to satisfy their said claims.
Robinson and Piper.

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The State of Ohio, Union County, S. S.

J. M. Robinson being duly sworn deposes and says he believes the allegations of the foregoing cross petition are true.

Sworn to before me and signed in my presence this 14 of March, 1894.
James M. Campbell, Probate Judge.

Probate Court, Union County, Ohio.

April 2nd 1894.

William Elliott, Adm^r + c.

Journal Entry

v. s.

Garnett, M. Train et al.

Further order as to Distribution.

This day this cause came on to be further heard upon the order of distribution of proceeds of sale, and to fix the priority of liens and adjust the equities; and the said defendant, Mary Randall, (formerly Mary Patton,) purchaser of the thirty Acres referred to in the petition, being in default for answer or demurrer to the petition, the Court find the allegation of the petition thereby confessed by her to be true; and therefore, the Court further find the said lands of Mary Randall, and the lands therein sold by said Administrator, should bear the burden of the mortgage liens set forth in the answer of Ellen S. Haviland, defendant, ratably, in proportion to their several acreage and appraisement. Wherefore the Court, being fully advised in the premises, do order that said Administrator further distribute said proceeds of sale upon the several liens in the order following, to-wit:

First: To the defendant, Ellen S. Haviland, the sum of \$785.⁵³ with its accumulated interest.

Second: To the defendant, the M^c Cormick Harvester Machine Company its judgment lien, to-wit: \$

Third: To the defendant, The Mansfield Buggy Company, its two judgment liens, to-wit: the sum of \$

Fourth: To the defendant, J. D. Southard, his judgment lien, to-wit: \$

Fifth: To the defendant, Robinson and Piper, their judgment lien, to-wit: \$

Sixth: The balance of said proceeds of sale, if any there be: to the party or parties, thereto entitled by law. And thereupon came the said defendant, Robinson and Piper, and gave notice of their intention to appeal this case.

As to the finding of the Court of the order of priority of their said judgment lien, and the Court fix the Appeal bond at \$1200. It is further

ordered that the clerk of this Court cause satisfaction of the mortgage, herein set forth by cross petition, to be entered upon the records thereof, in the

Office of the Recorder of Union County.

James M. Campbell, Probate Judge.

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Certificate To Copies.

The State of Ohio.

Probate Court.

Union County, ss.

I James M. Campbell Judge and Ex-Officio Clerk of the Probate Court, within and for the County of Union and State of Ohio, do hereby certify that the foregoing are true copies respectively of the Petition & Summons, Warnings of Summons, Order of Appraisement, Decree Confirming Appraisement, Leave to file Answer, Answer and cross petition, and order of distribution in the case of William Elliott, as Administrator of the Estate of James McTrain, deceased, against Francis Mulvain and others as the same appear upon the files and records of said Court, and I further certify that I have carefully compared the foregoing copy with the original record, and that the same is a full and correct Transcript thereof. In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court, at Mansville Ohio this 2nd day of June A. D. 1894. James M. Campbell, Probate Judge and Ex-Officio Clerk of said Court.

The State of Ohio.

Probate Court.

Union County ss.

I James M. Campbell sole Judge of the Probate Court, within and for said County and State, the same being a Court of Law and of record, do hereby certify that James M. Campbell whose genuine signature is attached to the foregoing certificate, is and was at the time of signing the same, Ex-Officio Clerk of said Probate Court, and as such, full faith and credit are due his acts, and that the above certificate is in due form of law, and made by the proper officer.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court at Mansville Ohio, this 2nd day of June A. D. 1894.

James M. Campbell, Probate Judge.

The following Answer and Cross Petition of Mary Randall was filed Aug 18th 1894

Answer and Cross Petition of Mary Randall.

Mary Randall, et al. Plaintiffs. Against.

William Elliott, Administrator of the Estate of James McTrain dec. et al. Defs.

In the Court of Common Pleas of Union County Ohio. Answer and cross petition of Mary Randall.

Answer of J. M. Robinson.

And now comes the said plaintiff Mary Randall and for her answer and cross petition to the petition of said William Elliott, Administrator filed in the Probate Court of said County, says, that on the 16th day of March A. D. 1892 the said James Mulvain executed and delivered to said Mary Randall, who was then Mary Patton, a General Warranty Deed for the following described part of the lands described in said petition, viz: Situate in the County of Union in the State of Ohio and in the Township of Leesburg and bounded and described as follows. Viz: Being part of Virginia Military Survey No 3692. Beginning at the North east corner of W. M. Mulvaine land and in the center of the Township road, thence easterly along said road to land formerly

owned south... land... M. A. place... The... cont... ure... duly... act... On the... Union... of the... most... The... petit... said... near... rphan... in... The... Court... each... offic... Snow... this... The... Answer of J. M. Robinson... and firm... judg... Peace... of se... costs... Apie... of Con... Lien... same... Union... bene...

owned by George W. Gay, being the west line of said Geo. W. Gay's land. Thence southerly and along said Geo. W. Gay's west line to a corner of said Geo. W. Gay's land, thence westerly along said Gay's north line to the south east corner of said Wm. M. Mulvain's land. Thence northerly along Wm. M. Mulvain's east line to the place of beginning. Containing thirty acres of land, to the same more or less. The consideration expressed in said deed is Nine hundred Dollars, said deed contained full covenants of warranty of the title and covenanted that said premises were free and clear from any and all incumbrances whatsoever, and the same was duly signed and sealed by said James Mulvain, attested by two witnesses, acknowledged by said Grantor and delivered to said Mary Randall. Then Mary Patton, on the 16th day of April 1892 at 10 o'clock A.M. said deed was filed with the Recorder of Union County Ohio, for record and was duly recorded in Volume 62, Page 571 of the Deed Records of Union County, Ohio. This Plaintiff therefore asks that said mortgage to Joseph J. Dickinson and Ellen G. Harland be first paid out of the proceeds of the sale of the remainder of said land so described in plaintiff's petition, and that the said premises herein described as conveyed to her by said James Mulvain be discharged from all liability for any part of said mortgage until after the proceeds of said remainder thereof have been fully exhausted in payment of said mortgage, and for all other and proper relief in the premises.

John M. Brodrick, Attorney for Plaintiff.

The State of Ohio
County of Union.

S.S.

Mary Randall, the above named plaintiff, being sworn makes oath that the facts stated in the foregoing answer and cross petition are as affiant believes true.

Mary Randall.

Sworn to by said Mary Randall before me and signed by her in my presence this 18th day of August 1894.

J. H. Binkade Notary Public.

The following Answer of J. W. Robinson was filed the 11th day of September A.D. 1894.

Answer of J. W. Robinson.

Wm. Elliott Adm^r of James Mulvain dec^d.
vs.
Cornelius Mulvain et al.

No. 4338.

Now came James W. Robinson and L. Piper, defendants and say by way of answer and cross petition that on the 18th day of April 1891 the firm of Robinson and Piper a copartnership composed of said persons obtained judgment against James Mulvain aforesaid before John R. Taylor a Justice of the Peace of Luskburg Township of the County of Union of the State of Ohio for the sum of seventy six dollars and fifty cents on 8 per cent interest and \$3.00 original costs which judgment is in full force and unpaid. That on the 4th day of April 1892 said Robinson and Piper caused to be filed by the Clerk of the Court of Common Pleas of said County of Union on the Judgment Lien Docket of said Docket thereof a Transcript of said Judgment whereby the same became a lien on the land of said James Mulvain in said County of Union and on the said property of said J. W. Robinson by arrangement between him and said Piper. said defendants say that said mortgage

Clerk of the Court of Ohio do hereby certify that the Petition Decree and Cross Petition of William Patton was filed in the files of the Court at the same place as I have mentioned at Campbell. Clerk of said Court.

Notary Public of Law and of fine signature and as such certify

affirmed this 2nd day of

Aug 18th 1894

Common Pleas of County Ohio

the answer Administrator 16th day of delivered to said by Deed for petition, his and in House. viz: ming at the the center of land formally

of said Joseph J. Dickinson has been a lien on said lands since March 9th 1889 and the said Mortgage of Ellen G. Highland has been a lien thereon since March 31st 1891. That said M^{rs}. Gormick Harvesting Machine Co's judgment was taken April 4th 1892. That said Mansfield Buggy Co's judgment was taken July 16th 1892 and transcript filed May 27th 1893. and said J. Q. Southard's judgment was taken Aug 2nd 1893 and transcript filed afterwards and as defendant believes and avers that subject to said mortgage liens and possibly said judgment of M^{rs}. Gormick Harvesting Co. his said judgment is the first lien on said lands and prior to and better than either of the said liens claimed on said land. - The said defendant says said two mortgages cover the whole 96 acres in said petition described and they have lien on the whole though while all the other liens are on the remaining 66 acres which have been sold by the order of the Probate Court for the sum of \$ which is insufficient to pay all of said liens but more than sufficient to pay said mortgage liens - that in equity said mortgages should be required to collect by the sale of the part of said lands described in the answer and cross petition of Mary Randall containing 30 acres sufficient amount at least to pay all of said liens with the proceeds of the sale of said 66 acres.

The said defendant further says that said James Mulrain on the 15th of March 1892. when said alleged deed is claimed to have been executed by said Mulrain to Mary Randall was wholly insolvent and had not property and lands sufficient to pay said liens and his other indebtedness and without any consideration whatever executed said deed to his said daughter and the same is as against his creditors who at that time held said claims against him and the same should in equity be set aside so far said judgments are valid and said lands held liable to pay said debts. Therefore this defendant prays that said liens be marshalled and the order of their priority be settled by the decree of this Court and the said mortgages required to collect from said 30 acres its just proportion of their claims and that said deed to said Mary Randall be set aside so far as it affects the said claims and that the same be ordered sold if necessary to pay said judgment of this defendant and that such other relief be given to this defendant as equity may require.

The State of Ohio, Union County, v.s.

J. W. Robinson.

J. W. Robinson being duly sworn deposes and says he believes the allegations of his above answer are true.

Sworn to before me and signed in my presence this 11th day of Sept 1894.

J. W. Robinson.

The following Answer & Cross Petition of the M^{rs}. Gormick Harvesting Machine Company was filed the 14th day of September A. D. 1894.

J. N. Bassett Clerk.

Answer and
Cross
Petition of
The M^{rs}. Gormick
Harvesting
Machine
Company.
No. 6747.

Mary Randall et al. Plaintiffs.
v.s.

William Elliott, Adm^r &c et al. Defs.

Court of Common Pleas, Union County Ohio.
Answer and Cross Petition of the
M^{rs}. Gormick Harvesting Machine Co.

Now comes the defendant, The M^{rs}. Gormick Harvesting Machine Co. and avers that it is a corporation duly incorporated under the laws of the State of Illinois and that the Defendant William Elliott is the

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duly appointed and qualified Administrator of the estate of James Mulvain deceased and that said James Mulvain died seized of the land described in Plaintiff's petition set forth in the Transcript herein filed. And further avers that on the 4th day of April 1892 by the consideration of The Court of Common Pleas in and for the County of Union at the April term this defendant recovered a judgment against the said James Mulvain dec'd for the sum of \$104⁰⁰ and 8⁰⁰ of interest thereon until paid and costs thereon amounting to \$14⁰⁰ and that said judgment is still in full force and wholly due and unpaid and is and has been a valid and subsisting lien on said premises from the 4th day of April 1892. And that execution was duly issued on said judgment to the Sheriff of Union County, Ohio on June 27th 1892 and was by him on July 6th 1892 levied upon the lands described in said petition.

Wherefore this Defendant prays that said premises may be sold that its judgment interests and costs as aforesaid be paid in full out of the proceeds of the sale and that it may have all other proper relief.

J. F. Millar Atty for
The M^c Cormick Harvesting Machine Company.

State of Ohio. Union County. s.s.

J. F. Millar being first duly sworn says that this answering defendant is a nonresident of Union County and that he is its Attorney and that the facts stated and allegations made in the foregoing pleadings are as he verily believes true.

J. F. Millar.

Sworn to before me and subscribed in my presence this 14th day of September A. D. 1894.

James M^c Campbell. Probate Judge.

The following Answer ^{and Cross} Petition of Mansfield Buggy Co. was filed Sept. 14th 1894.

Answer And Cross Petition of Mansfield Buggy Co.	Mary Randall et al. Plaintiffs v.s. William Elliott Adm ^r et al. Def ^s	Court of Common Pleas Union County Ohio. Answer ^{and Cross} Petition of Mansfield Buggy Company.
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Now comes the Defendant The Mansfield Buggy Co. and avers that it is a corporation duly incorporated under the laws of The State of Ohio. and that the Defendant William Elliott is the duly appointed and qualified Administrator of the Estate of James Mulvain deceased and that said James Mulvain died seized of the land described in Plaintiff's Petition set forth in the Transcript herein filed. And further avers that on January 18th 1893 before T. M. Martin Justice of the Peace in and for Tusbury Township, Union County Ohio. it obtained judgment against the said James Mulvain. dec'd for \$36⁰⁰ and 8⁰⁰ of interest thereon until paid and \$3⁰⁰ costs. And again before said Justice on March 13th 1893. this defendant recovered a judgment against the said James Mulvain. dec'd for another sum of \$35⁵⁶ and 8⁰⁰ of interest thereon until paid and \$3⁰⁰ costs. Said judgments are still in full force and effect and wholly due and unpaid and Transcript of both and each were duly filed in the office of the Clerk of Common Pleas of Union County Ohio. on the 27th day of May 1893. and then became and continued to be. and now are valid and subsisting liens upon the

premises described in said petition. Wherefore this defendant prays that said premises may be sold that the amount of said judgment interest and costs as aforesaid be paid in full out of the proceeds of said sale and that it may have all other proper relief.

J. F. Millar, Atty for
The Mansfield Buggy Co.

State of Ohio Union County S. C.

J. F. Millar being first duly sworn says that this answering Defendant is not a resident of Union County, Ohio, and that he is its Attorney and that the facts stated and allegations made in the foregoing pleading are, as he truly believes true.

J. F. Millar.

Sworn and subscribed to before me this 14th day of September, 1894.

James M. Campbell,
Probate Judge.

The following Answer and Cross Petition of J. Q. Southard was filed Sept. 15th 1894.

Answer
And Cross
Petition of
J. Q.
Southard,
No. 6747.

Mary Randall et al. | Common Pleas Court
v.s. | Union County Ohio.

Now comes the defendant J. Q. Southard and for Answer and Cross Petition says: That he admits that the said Mary Randall has a deed to said 30 acres as set forth in her answer and that said deed contained full covenants of warranty on its face. And that it purported to be for a consideration of \$900⁰⁰ but this answering defendant denies that there was any consideration and avers that it was made and delivered to defraud his James Mulvain executor.

Cross Petition.

This answering defendant says: That on the 1st day of August 1893 this defendant recovered a judgment against the said James Mulvain before J. W. Martin a Justice of the Peace of Leeburg Township Union County Ohio, for 43⁰⁰ debt + \$2⁰⁰ costs. That said judgment is wholly unpaid. That on the 5th day of August 1893. This defendant caused a transcript of said proceedings and the judgment so rendered before said Justice of the Peace to be filed in the Clerk's Office of the Court of Common Pleas of said County of Union, and the same was duly entered on file in Docket 2 Page 5710. in the Clerk's Office of said Court and thereby became a lien on all the lands and tenements of said James Mulvain that the judgment of the said J. W. Robinson was filed in said Clerk's Office on the 4th day of April 1892 but that no execution was issued thereon within the year after said filing; And this defendant denies that it is a first judgment lien on said lands or money in hands of the Administrator of James Mulvain deceased. And that the Mansfield Buggy Company and the M. C. Gormick Harness Co. have judgment liens and claims on interest in said fund.

Wherefore said defendant J. Q. Southard prays that said deed be declared void and of no effect that said Administrator be ordered to pay this said claim that said liens be marshaled and determined by the Court and for all other and proper relief.

W. N. Merchant
Atty for J. Q. Southard.

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No. 6747.

Decision
No. 6747.

Entry
No. 6747.

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Union County.

J. D. Southard being duly sworn says: The facts stated and allegations made in this his foregoing Answer and Cross Petition are true as he truly believes.

J. D. Southard.

Sworn to before me and by Affiant and subscribed in my presence this 15th day of September A. D. 1894.

J. H. Kinkade. Notary Public.

Demerue No. 6747.

Mary. Randall et al.

v.s.

No. 6747.

William Elliott et al.

1st After paying the mortgage out of the proceeds of the sale of the 66 Acres of land The balance of the proceeds of such sale should be applied to the payment of the Judgment liens in the following order, to wit:

- I The M. Gormick Hauling Company.
- II The Mansfield Buggy Company.

Two (2) Judgments and J. D. Southard's Judgment.

Thence three Judgments stand on equality and to be paid in full if there is enough money, otherwise to take pro rata

Note. The transcript of the two (2) Mansfield Buggy Co. Judgments were both filed May 27th 1893. The transcript of the Southard Judgment was filed Aug 6th 1893.

Were these 3 transcripts all filed in vacation.

See 5375.

If they were all filed in vacation they stand on an equality. If it be otherwise, The Mansfield Buggy Company must be first paid.

1 note: The Mansfield Buggy Co. transcript was filed in term time and must be paid before Southard.

II II The Robinson and Piper Judgment.

Robinson and Piper and Southard attack the deed to Mary Randall. The deed should stand.

The following Decision was filed the 1st day of August A. D. 1894.

Decision. No. 6747.

Mary. Randall

v.s.

Sworn to the Probate Court of Union County.

William Elliott et al.

1st The Judgment of the Probate Court is reversed: And the Cause set down for hearing in this Court.

2nd All parties have leave to plead by September 1st 1894

John A. Price,

The following Entry was filed the 2nd day of July A. D. 1894.

Entry No. 6747.

Mary Randall.

v.s.

Entry.

William Elliott Adm^r et al.

This day this cause came on for hearing upon the petition in error and the transcript of the proceedings and judgment of the Probate Court of Union County Ohio. and the same was argued by Counsel and submitted to the Court. on consideration whereof the

Court find that there is error in said proceedings and judgment, and the said judgment is therefore reversed at the cost up to the present time of the defendant in error William Elliott, as Administrator of said estate of James Mulvain, deceased. It is further ordered that this cause be retained for hearing in this Court, with leave to all parties to plead herein by September 1st 1894.

Budrick for Plaintiff in Error.

W. W. Merchant for Southard Defendant in Error.

A. T. Arthur for Administrator Elliott. J. E. Griffith. J. W. Robinson. J. F. Miller.

The following Reply to Answer and Cross Petition of James W. Robinson was filed the 19th day of September A. D. 1894.

Reply to Answer & Cross Petition of James W. Robinson.

Mary Randall, et al. Plaintiff. Against William Elliott, Adm't. et al. Defs.

In the Court of Common Pleas of Union County Ohio. Reply to Answer and Cross Petition of James W. Robinson and L. Piper.

And now comes the said plaintiff Mary Randall, and for reply to the Answer and Cross Petition of the defendant James W. Robinson and L. Piper herein filed says: That she admits that on April 13th 1891 said Robinson and Piper obtained judgment against said James Mulvain as set forth in said Answer and Cross Petition, and for the amount therein stated. That on April 4th 1892 said Robinson and Piper filed a transcript of said judgment with the Clerk of this Court and obtained a lien on the lands of said James Mulvain. That said Joseph J. Dickinson and Ellen G. Harland held mortgage on said premises. That the M^c Cormick Harvesting Machine Co., The Mansfield Buggy Co. and J. Q. Southard each held liens on said premises. And said plaintiff denies each and every other allegation in said Answer and Cross Petition contained not herein specifically admitted.

John M. Budrick, Attorney for Plaintiff.

The State of Ohio.

s. s.

County of Union.

Mary Randall, the plaintiff, being sworn, makes oath that the facts stated in the foregoing Reply are, as affiant believes true.

Mary Randall.

Sworn to by said Mary Randall before me and signed in my presence this 19th day of September 1894.

J. N. Sussell Clerk.

The following Reply to Answer and Cross Petition of J. Q. Southard was filed Sep 19th 1894.

Reply to Answer and Cross Petition of J. Q. Southard.

Mary Randall et al. Plaintiff. Against William Elliott, Adm't. et al. Defendants.

In the Court of Common Pleas of Union County Ohio.

And now comes the said plaintiff Mary Randall and for reply to the Answer and Cross Petition of the defendant J. Q. Southard herein filed says: That she admits that on August 1st 1893 said J. Q. Southard obtained a judgment against said James Mulvain for the amount therein set forth. That on August 5th 1893 said

No. 6747.

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Southard filed a transcript of said judgment with the Clerk of this Court and thereby obtained a lien on said James Mulrain's land. That said J. M. Robinson, The Mansfield Buggy Co. and The M^o. Hornick Shaversing Machine Co. claim some interest in said funds by reason of having judgment liens and plaintiff denies each and every other allegation in said Answer and Cross Petition contained, not herein specifically admitted.

John M. Brudick.
Attorney for Plaintiffs.

The State of Ohio. |
County of Union. | S.S.

Mary Randall, the plaintiff being sworn makes oath that the facts stated in the foregoing reply are, as affiant believes, true.

Mary Randall.

Sworn to by said Mary Randall before me and signed by her in my presence. This 19th day of September 1894.

Jno. E. Griffith, Notary Public.

Afterward on the 26th day of January A. D. 1895. an Entry was made on the Journal by the Clerk of the Court:

Entry.
No. 6747.

Mary, Randall et al. |
v. s. | Entry
William Elliott, Adm^r. et al.

This day this cause came on for hearing on the Petition of said William Elliott as Administrator of the estate of James Mulrain deceased filed in the Probate Court and filed in this Court under a former order herein, the Answer and Cross petition of Mary Randall herein filed, the Answer and Cross petition of Robinson & Piper herein filed, the Answer and Cross petition of The M^o. Hornick Shaversing Machine Company herein filed, the Answer and Cross petition of The Mansfield Buggy Company herein filed, the Answer and Cross petition of J. D. Southard herein filed, and the Answer and Cross petition of Ellen E. Garland herein filed, and the evidence and the same was argued by Counsel and submitted to the Court.

On consideration whereof the Court do find the equities of the case to be with the said Mary Randall, and the Court do order that said Administrator out of the money in his hands, amounting to \$ Pay.

- 1st The costs of this Action taxed at \$
 - 2nd To the defendant Ellen E. Garland the remainder due on her mortgage amounting to \$288 25 @ 8% from January 14th 1895.
 - 3rd To the defendant The M^o. Hornick Shaversing Machine Company the amount of its judgment amounting to \$.
 - 4th To the defendant The Mansfield Buggy Company the amount of its judgment amounting to \$.
 - 5th To the defendant J. D. Southard the amount of his judgment amounting to \$.
 - 6th To the defendant Robinson & Piper the amount of their judgment amounting to \$.
- J. L. Millar for M^o. Hornick Machine Co. + Mansfield Buggy Co. W. W. Merchant for J. D. Southard. Brudick for Mary Randall.

J. E. Griffith Atty
for Ellen E. Garland } J. M. Robinson. } F. D. Arthur.
Attest J. N. Gosnell Clerk

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Place 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 January Term: on the 14th day of January in the Year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that hereof to wit on the 15th day of December A.D. 1894. Anna M. Dirst filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Edwin B. Dirst to wit:

Petition No. 6842.

Anna M. Dirst Plaintiff vs Edwin B. Dirst Defendant.

In the Court of Common Pleas State of Ohio, County of Union, ss: Petition.

The Plaintiff says: That she has been a resident of the State of Ohio for one year last past and that she has a bona fide residence in the County of Union. That on the 24th day of October 1872. The said Plaintiff was married to the said defendant at Piquette, Marion County Ohio. That to said marriage the following children were born Almira Dirst age 21 year. Rebecca Dirst age 18 years (Bessie Deceased) Earl Dirst age 12 years and Fola Dirst age 10 years. That the said Defendant for more than three years last past has been a habitual Drunkard. That the Defendant without regarding his duties as husband has failed to provide for said plaintiff and said children. That the said Defendant has treated said Plaintiff with extreme cruelty at various times and especially on the 5th day of December 1894. Wherefore the said Plaintiff prays that she be divorced from said defendant. that she be decreed the custody of the said minor children and all equitable and proper relief.

H. V. Spicer, Attorney for Plaintiff.

To the Clerk:

The Clerk will issue a summons and copy of their petition to the Sheriff of Union County for the Defendant.

H. V. Spicer, Atty.

The following Summons in Action for Divorce was filed, Dec 19th 1894.

Summons No. 6842.

The State of Ohio Union County, ss.

To the Sheriff of Union County.

You are commanded to notify Edwin B. Dirst That Anna M. Dirst 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 being a habitual Drunkard and failing to provide for plaintiff and children and asking that she be divorced from him and that she be granted the custody of their minor children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 24th day of December A.D. 1894. Witness my signature as Clerk

of our this Sheriff Service copy Mileage Return Total After Jour Ann Entry No 6842. Colno New sum appe De are the of the that part fur been year is by the Ann and fur Min To the hereby said and

of our said Court of Common Pleas, and the seal of said Court, at Mansville
this 15th day of December A.D. 1894.

J. N. Gosnell Clerk.

Sheriff's fees.	
\$	C.
Service	60
Copy	15
Mileage	5. 44
Return	25
Total	6 34

Received 9 O'clock A. M. on the 17th day of December A. D. 1894 and on
the 18th day of December A. D. 1894. I served the same by handing
a true copy thereof of this writ with the indorsements thereon
together with a copy of the petition to Edwin B. Dirst personally.

Wm. G. Snodgrass Sheriff.

Afterward on the 30th day of January A. D. 1895. an Entry was made on the
Journal by the Clerk of the Court.

Entry
No 6842.

Anna. M. Dirst. Plaintiff.		Court of Common Pleas
Edwin. B. Dirst. Defendant.		Union County State of Ohio. S. S.
		Decree.

Now came the plaintiff and the defendant having been duly served with
summons and the copy of the Petition herein, and having failed to
appear, the Court find Edwin B. Dirst in Default for answer and
Demurrer to said petition, and find that the allegations thereof
are confessed by Edwin B. Dirst 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, Habitual Drunkenness for three
years 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
Anna M. Dirst and Edwin B. Dirst 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
minor children of the parties hereto be, until further ordered, Confided
to the said Anna M. Dirst exclusively, and the Edwin B. Dirst is
hereby enjoined from interfering in any manner with either of
said children, or with the Anna M. Dirst in the custody of them,
and from visiting said children until further order of Court.

H. V. Spicer,
Attorney for Plaintiff.

Attest
J. N. Gosnell
Clerk.



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. 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 five.

Be it remembered that heretofore to wit on the 7th day of July A. D. 1894 L. G. Kimball filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against W. S. Davis. To wit:

L. G. Kimball.

May 14th 1894.

vs.

W. S. Davis.

The plaintiff L. G. Kimball filed his bill of particulars as follows. It being for damages to wit: Shan Davis to L. G. Kimball Dr. For killing horse

For killing horse	25-00
Damages to Harness	200
Hauling off & buying horse.	500
Team to drive to Marysville	300
Damage to buggy.	2000
Loss of Ice cream.	250
Time spent in straightening up the business	300
Loss by being thrown out of use of rig hereafter.	40 00
Total	\$105.00

Plaintiff asks judgment for above action and costs.

May 18th 1894 I issued summons for the defendant W. S. Davis to appear Returnable May 23rd 1894 and delivered to W. S. Adams Constable Summons returned and filed May 22nd 1894 and endorsed as follows Received this writ May 18th 1894 and served the same on the within named defendant W. S. Davis a true copy in person of this writ on the above named day and date May 18th 1894 Fees. Service 25¢ Mileage 35¢ Copy 25¢ Total 85¢

W. S. Adams. Constable.

May 23rd 1894. I issued subpoenas for Plaintiff's witnesses as follows Gray Hawley, Asa Hawley, A. W. Hawley, Fay Johnson, Charles Hyde, W. G. Sidebottom, and Deewood Smith, and delivered to W. S. Adams const. May 23rd writ returned endorsed as follows. May 22nd 1894 I received this writ. and afterwards I served the same in the manner and at the time shown by the annexed list and table I left a copy thereof at the usual place of residence of those whose names are marked & fees: Mileage 200 Service on 7 witnesses 175 7 Copies 175 Total \$540.

W. S. Adams. Constable.

May 23rd 1894-10. a. c. A. M. above parties appeared by their Council and jury demanded by Plaintiff. Jury struck and cause continued by agreement till one o. c. P. M. May 23rd 1894. The following named Jurors were selected and sworn. I issued for the same to wit: A. L. Scott, Gave Charr, Jas Miller, W. A. Williams, Harry Phillbrook and Gert Smith. May 23rd 1894 I delivered for the above named Jury to W. S. Adams Constable writ returned May 23rd 1894 endorsed as follows Service 2nd Return 40¢ Mileage 60¢ Total \$1.00 by

W. S. Adams. Constable.

The following named Jurors was presented by W. S. Adams, Constable
A. L. Scott, Harry Chase, Jas Miller, W. A. Williams, Harry Phillbrook, and
Gortney Smith. (On May 22nd 1894 I issued a subpoena for Ed
Hullington and delinquent To Defendants Attorney Hoopes, this was not returned.

L. H. Kimball, Plaintiff.
v.s.
William S. Davis, Defendant.

Before James A. Moore, Justice of the Peace in and for
Union Township, Union County, Ohio. Now comes the Plaintiff, L. H. Kimball,
and for his amended Bill of particulars complains of the Defendant, W. S. Davis,
that on the 12th day of May 1894 he willfully, maliciously and purposely run
his team of horses hitched to a large two horse sample wagon against the horse
and spring wagon of the Plaintiff, about one mile north of Milford Center
while traveling on the Mansville and Milford Center pike, killing horse,
destroying Buggy and Damaging harness and other damages to wit,
in all One Hundred Dollars as follows.

Killing horse valued	25 00
Damage to harness	3 00
Hauling and buying horse	6 00
Team for May 12 th 1894	3 00
Damage to Buggy	20 00
Loss of Ice Cream May 12 th 1894	2 00
Loss time May 12 th 1894 to 14 th 1894	3 00
Loss on Cream	5 00
10 trips to hire of horse	5 00
Loss on bread sales	6 00
Damage to business	23 00
<u>Total</u>	<u>100 00</u>

The Plaintiff says he has been damaged in the sum of one Hundred Dollars
as preferred against the said W. S. Davis and for which sum he asks
Judgment against the said W. S. Davis. L. H. Kimball.

L. H. Kimball, Plaintiff
v.s.
W. S. Davis, Defendant.
Per Robinson & Woodburn his Attorneys.

Before J. A. Moore, J. P. for Union Township, Union
County Ohio. Now comes the Defendant and denies each and every
allegation in said Plaintiff's bill of particulars set out: W. S. Davis.
Per W. T. Hoopes his Attorney.

Case tried and given to Jury and verdict returned as follows
Milford Center Ohio. May 23rd 1894.
We the Jury do find the complaint of the Plaintiff as set forth in his
bill of particulars true and do assess his damages in the Public
Highway at Forty Four and 97/100 Dollars.

Thereupon it is by me considered on the said day May 23rd 1894.
That the said L. H. Kimball recover of the said W. S. Davis, said
sum of Forty Four and 97/100 Dollars and assess Seventeen and 35/100 Dollars
The costs herein taxed.
Gourland C. Smith, Foreman.
J. A. Moore, J. P.

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Adams, Constable
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The Defendant W. S. Davis. Mr. W. T. Hoops his Attorney gave notice of an appeal on above day May 23rd 1894.

Copy of Appeal. undertaking

L. H. Kimball.

v. s.

W. S. Davis.

Judgment before J. A. Moore J. P.

Whereas on the 23rd day of May A. D. 1894. The said L. H. Kimball obtained Judgment against The said W. S. Davis on the Docket of J. A. Moore J. P. for forty four⁰⁰ and 75/100 Dollars and costs Taxed at Seventeen⁰⁰ and 35/100 Dollars and the said W. S. Davis intends to appeal therefrom to the Court of Common Pleas of Union County.

Now therefore I J. W. Buffington of Union County Ohio hereby promise and undertake in the sum of One Hundred⁰⁰ and Twenty five Dollars. That the said appellant if Judgment be adjudged against him on the appeal will satisfy such Judgment and costs. and also that said appellant will prosecute his appeal to effect and without unnecessary delay.

J. W. Buffington.

Taken, executed and acknowledged before me and surety approved this 1st day of June A. D. 1894.

James A. Moore J. P.

L. A. Kimball.

v. s.

W. S. Davis.

I James A. Moore do hereby certify that the foregoing is a full and true transcript of the proceedings in above case had by and before me at my office in Union Township Union County Ohio on the 23rd day of May A. D. 1894. This 1st day of June A. D. 1894.

Jas. A. Moore J. P.

Afterward on the 25th day of January A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6761.

L. H. Kimball.

v. s.

W. S. Davis.

No. 6761.

This day came the defendant W. S. Davis herein, and filed a transcript of the proceedings and judgment of James A. Moore, a Justice of the Peace in and for Union County in a certain action between the above named parties, from which it appears that on the 23rd day of May 1894 a Judgment was rendered by said Justice in favor of the plaintiff L. H. Kimball and against the defendant W. S. Davis for the sum of forty four⁰⁰ and 75/100 dollars and Seventeen⁰⁰ and 35/100 dollars costs of suit: from which Judgment the said defendant appealed. And it appearing to the Court that the appellant has failed to deliver a transcript of the proceedings and Judgment aforesaid to the Clerk of this Court, and cause his Appeal to be docketed within the time required by law, and the said W. S. Davis now here applying to have Judgment entered in this Court. It is therefore considered by the Court that the said L. H. Kimball recover from the said W. S. Davis the said sum of forty four⁰⁰ and 75/100 dollars the Judgment and Seventeen⁰⁰ and 35/100 dollars costs of suit as aforesaid with interest

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from May 23rd 1894 together with his costs herein in this Court expended, taxed at \$- and execution is awarded therefor.

Attest
J. M. Cozmel
Clerk

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 January Term on the 14th day of January in the year of Our Lord One thousand eight hundred and ninety five.

Be it remembered that herefore Term on the 6th day of February A. D. 1895 E. W. Porter filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against George Wilber, Theresa A. Smith and Carrie Smith, Defendants.

Petition And Answer in Cognovit.

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

E. W. Porter, Plaintiff,
vs.
George Wilber, Theresa A. Smith & Carrie Smith, Defs } Civil Action for money only.

E. W. Porter the above named Plaintiff says that there is due to him from George Wilber, Theresa A. Smith, and Carrie Smith the Defendants, on a promissory note made by the Defendants, George Wilber, Theresa A. Smith, and Carrie Smith, dated the 1st day of January A. D. 1895, which note, with the warrant of Attorney Theret annexed, is hereto attached, the sum of One Hundred and Seventy-five Dollars, with interest thereon at eight per cent interest payable annually from the 1st day of January A. D. 1895. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid, and that there is now due on said note to plaintiff on said note from said defendants the sum of One Hundred and Seventy-five Dollars, with 8th per cent interest payable annually from January 1st 1895. Whereupon the Plaintiff asks judgment against said Defendant for the sum of One Hundred and Seventy-five Dollars with interest at 8th payable annually from the 1st day of January A. D. 1895 together with costs of suit, and for such other and further relief as in law and equity he may be entitled to.

Porter vs Porter, Atty's for Plaintiff.

The State of Ohio
Union County S.S.

E. W. Porter the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true.

He further says that this action is founded upon a written instrument for the payment of money, and that no part thereof has been paid
E. W. Porter.

Subscribed by E. W. Porter in my presence, and sworn to by him before me, this 5th day of February A. D. 1895. R. N. Nash.

Notary Public, Union County Ohio.

E. W. Porter Plaintiff. } In Court of Common Pleas,
V. S. } Union County, S. S.

George Miller Thursa A. } Defendant's Answer.
Smith & Annie Smith D. S. }

And now come George Miller, Thursa, A. Smith, and Annie Smith, the above named Defendants, by the undersigned Fielding A. Thompson Attorney, and waive the issuing and service of process in this case and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of One Hundred and Seventy five Dollars the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendant's right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

February 5th A. D. 1895.

F. A. Thompson. Atty for Defendant.

E. W. Porter Plaintiff. } Entry.
V. S. }
George Miller Thursa A. }
Smith & Annie Smith D. S. }

This day came the Plaintiff by Porter^{es} Porter Attorney's, and thereupon came Fielding A. Thompson 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 Defendants to said Plaintiff as is alleged in said Plaintiff's petition, the sum of \$175.00 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$175.00 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 eight per centum per annum, ^{per month} 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.

\$175.00

Manville, Ohio, January 1st, 1895.

One day after date, as principal debtors, we jointly and severally promise to pay to the order of E. W. Porter, One Hundred and Seventy five Dollars, for value received at Manville Union County Ohio, 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 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 1st day of January 1895

George Wilber [Seal.]
Theresa A. Smith [Seal.]
Arrie Smith [Seal.]

Attest
J. M. Samuel
Clerk

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 January Term: on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety five

Be it remembered that herefore, to wit on the 31st day of January A. D. 1895 The Peoples Bank of Mansville Ohio, filed in the Clerks office of the said Court of Common Pleas the following Petition Against Henry L. Green, Wm. Wellwood and John L. Green, to wit:

Court of Common Pleas, State of Ohio, County of Union.

The Peoples Bank of Mansville, Ohio, Plaintiff

v. s.

Petition.

Henry L. Green, Wm. Wellwood and John L. Green, Defs.

Plaintiff is a partnership organized for the purpose of doing business in the State of Ohio. There is due plaintiff from defendants on a certain promissory note a copy of which, there being no credits or endorsements thereon, is hereto attached, marked exhibit "A" and made part of this petition. The sum of One Hundred and fifty dollars, which they claim with interest at the rate of eight per cent. per annum payable annually from the 30th day of September A. D. 1894. Wherefore plaintiff prays Judgment against said defendants for the said sum of One Hundred and fifty dollars, with interest thereon, at the rate of eight per cent. per annum payable annually from the 30th day of September 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 31st day of January 1895. J. N. Gosnell Clerk.

Answers.

The Peoples Bank of Mansville, Ohio. Plaintiff.
V.S.
Henry L. Green, Wm. Mellwood and John L. Green. Defendants.

Union County Ohio.
Court of Common Pleas.
Answer.

I, W. T. Hoopes an Attorney at Law in the several Courts of record of this State, by virtue of the warrant of Attorney, annexed to the foregoing petition, do hereby enter the appearance of said Defendants in this suit, and waive the issuance and service of process herein, and confess Judgment in favor of said Plaintiff against said Defendants on the note attached to said petition, for the sum of One Hundred and fifty four dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby waive, and waive all exceptions, errors and right of appeal in this premises.

W. T. Hoopes, Attorney for Defendant.

Judgment.

The Peoples Bank of Mansville, Ohio. Plaintiff.
V.S.
Henry L. Green, Wm. Mellwood and John L. Green. Defendants.

Union County Ohio.
Court of Common Pleas.
Judgment

This day came the Plaintiff's by their Attorney; also came W. T. Hoopes 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 jointly indebted to the said Plaintiff in the sum of One Hundred and fifty four and two dollars; and also released and waived all exceptions, errors and right of appeal herein. It is therefore considered by the Court that the said Plaintiff recover from said defendants the said sum of One Hundred and fifty four and two dollars together with their costs herein expended, taxed at \$2.00.

Exhibit A. (Copy)

\$100 #
Mansville, Ohio. July 2nd 1894.
Ninety days after date, as principal debtors, we jointly and severally promise to pay to the Peoples Bank, or order, at Mansville, Ohio. One Hundred, fifty four and two 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 on this behalf.

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Petition
No. 6867.

Witness our hands and seals, this 4th day of August 1894.

Signed: } Henry L. Green.
 } Wm. Wellwood.
 } John L. Green

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Attest
J. N. Gosnell
Clerk

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 January Term: on the 14th day of January in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that hereofafore to wit on the 29th day of January A.D. 1890. Samuel Kramer filed in the Clerk's office of the said Court of Common Pleas the following Petition Against C. H. Lurance. To wit:

Petition
No. 6867.

Samuel Kramer, Plaintiff. | Court of Common Pleas.
 V.S. | State of Ohio, County of Union.
C. H. Lurance, Defendant. | Petition

There is due plaintiff from defendant on a certain promissory note, a copy of which, with all credits and endorsements thereon, is hereto attached, marked Exhibit "A" and made part of this petition. The sum of two hundred and forty one and 7/8 dollars, which he claims. Wherefore plaintiff prays judgment against said defendant, for the said sum of two hundred and forty one and 7/8, and for costs of suit.

James E. Robinson, Attorney for Plaintiff.

State of Ohio. |
County of Union. | do.

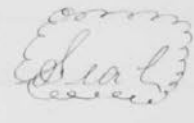
James E. Robinson, being duly sworn, says that he is the Attorney of said plaintiff: that the foregoing petition is founded upon a written instrument for the payment of money, which instrument is in affiant's possession; and that the statements contained in the foregoing petition are true, as affiant believes.

James E. Robinson,
Sworn to before me, and subscribed in my presence, this 29th day of January, 1890.
J. N. Gosnell
Clerk of Court.

Exhibit "A."

Ninety days after date for value received I promise to pay to Samuel Kramer or order Five hundred and 1/2 dollars, with interest from date till paid, at 6 per cent. per annum, payable annually, at -
And I hereby authorize and empower any Attorney at law of any Court of record, at any time after this note becomes due, to appear for me without process, in any Court of record, and confess judgment

for the said amount, interest, and costs in favor of the legal holder, indorsee, or assignee thereof and release all errors which may occur in the legal proceedings herein Authorized: and I also release all right of appeal, the stay of execution, and the power and privilege of holding any personal or real property exempt from execution for the enforcement of said judgment: and said Attorney is hereby Authorized to enter such release in said judgment. Witness my hand and seal this 12th day of June. A. D. 1894
 \$500⁰⁰ Due June 12th 1895.

Samuel Kramer Plaintiff. | G. H. Linnance. 
 v.s. | Court of Common Pleas
 G. H. Linnance. Defendant. | Union County Ohio.
 Answer.

I R. L. Woodburn an Attorney at Law in the several Courts of record of this State, by virtue of the warrant of Attorney, annexed to the foregoing petition, do hereby enter the appearance of said defendant in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendant on the note, a copy of which is attached to and mentioned in said petition, for the sum of Two hundred and forty one and ⁸⁰/₁₀₀ 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.

Samuel Kramer Plaintiff. | R. L. Woodburn,
 v.s. | Attorney for Defendant.
 G. H. Linnance. Defendant. | Union County Court of Common Pleas.
 Judgment.

This day came the Plaintiff by his Attorney: also came R. L. Woodburn an Attorney at Law of this Court, on behalf of the defendant and by virtue of a warrant of Attorney duly executed by said defendant and now produced to the Court, and a copy of which is filed with the Clerk of this Court, entered the appearance of said defendant, waived the issuance and service of process in this action, and, with the assent of the plaintiff, confessed that the said defendant is justly indebted to the said plaintiff in the sum of two hundred and forty one and ⁸⁰/₁₀₀ dollars, and also released and waived all exceptions, errors and right of appeal herein. It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of two hundred and forty one and ⁸⁰/₁₀₀ dollars, together with his costs herein expended, taxed at \$.

The following Execution was filed the 27th day of February A. D. 1895:

The State of Ohio. | S. S. To the Sheriff of said County. Greeting:
 Union County.

You are hereby commanded, that of the goods and chattels in your County, of G. H. Linnance the sum of Two hundred and forty one and ⁸⁰/₁₀₀ Dollars, and Two and ⁸⁰/₁₀₀ Dollars costs of suit, which by the Judgment of the Court of Common Pleas, within and for the said

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County, at the January Term thereof, A.D. 1895. Samuel Krane recovered against
The said G. H. Linnance with interest thereon at 6 per centum, from the
29th day of January A.D. 1895, until paid, and also the costs of increase on
said Judgment and the accruing costs hereon; and for want of goods and
chattels That you cause the lands and tenements in your County, of the said
G. H. Linnance to be sold for cash and have that money before the said Court of
Common Pleas, within Sixty Days from the date hereof, to under unto the said
Samuel Krane. And have you then and thence this writ with your doings under the
same duly endorsed thereon.

Witness my hand and the seal of said Court, at Marysville this 29th day of
January A.D. 1895.

J. N. Gosnell Clerk.

The State of Ohio.

Sheriff's Return.

County S.S.

Sheriff's Fee	\$	0
Service		25
Levy		25
Subscribing Apprais		25
Notice Printed		28
Mileage	6	28
Poundage	1	50
Return		26
Total	\$	183

Received this writ January 29th A.D. 1895. at 10 o'clock P.M.
and pursuant to its Command, on the 29th day of
January 1895 I levied on the following chattels of Charles
Linnance in Richmond Union County Ohio.
One Bar. One Back Bar. One Cash register 6 Ben Teller 12
Chairs. One Iron safe. One Writing desk. One Ben Cooler.
One Partition 6 Drawings. 10 Window Blinds. All Bar Glasses
and fixtures. One Perless Ben pump. One Cigar Case.
One Office Chair.

The above property sold Oct. 28th 1895. to Samuel Krane
for \$100.00. Paid to Charles Silliman \$18.00 for rent of
room for storing goods.

Wm. G. Snodgrass Sheriff.

Attest
J. N. Gosnell
Clerk



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 January Term: on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore Term on the 8th day of August A. D. 1894 Catherine Weber, filed in the Clerk's office of the said Court of Common Pleas the following Petition Against Christian W. Weber Term.

The State of Ohio Union County, S.S.

Petition
No. 6774.

Catherine Weber Plaintiff } To the Court of
v.s. } Common Pleas.
Christian W. Weber Defendant. } Petition

The Plaintiff Catherine Weber 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 the said County of Union. That on or about the 28th day of March 1865 she was married to the defendant which marriage relation still exists. The plaintiff has always conducted herself as a faithful and true wife, regardless of his duties as a husband. The defendant has been guilty of habitual drunkenness for more than three years last past and is now engaged in the business of keeping a saloon in the Village of Mansville said County.

Second= The defendant has also been and is guilty of extreme cruelty to the plaintiff in calling the plaintiff vile names and falsely accusing her of want of chastity. That frequently during the past few weeks in the presence of their children and thus he has called the plaintiff a "whore" and a "bitch" and has denied the paternity of their children all of which was and is without any cause or provocation on the part of the plaintiff.

Third= The defendant has also been and is guilty of gross neglect of duty, as will further appear by the statements herein. The plaintiff says that at the time of their marriage the plaintiff and defendant were both persons of little means. The defendant's property not exceeding in value the sum of two hundred dollars. Shortly after said marriage the plaintiff's father gave her \$350. and in lieu of a cow he gave her \$40. more and about the year 1879 she got from her father's estate \$400. all of which money the defendant secured and it went to aid in the accumulation of the property hereinafter to be named. By the united effort of the plaintiff and defendant they have accumulated the following real estate Term: Being part of lot No 40. in Mansville Ohio now occupied by the defendant as a saloon. Also a property on West Fifth Street in Mansville Ohio now occupied by Mike Zwerne as a saloon also about 12 acres of land in Gas Cuts Addition to Mansville, O. and a dwelling house in said Village now occupied by the defendant and plaintiff. The defendant also in addition to said real estate has Saloon fixtures and supplies, a horse and carriage, cows, and considerable personal property. And so far as the plaintiff's knowledge goes he is not indebted except for small bills in connection with his

Summons.

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business. The plaintiff and defendant have four children living two of whom are
minors, their: Walter aged 17 years and Ella aged 8 years. They are living with
the plaintiff and defendant. The value of said property exclusive of said
dwelling is about \$15,000. And the value of said dwelling is about \$1800.
The plaintiff says that in the month of August 1880. The defendant was in
the Saloon business and was constantly intoxicated and was so cruel and abusive to
plaintiff that she separated from him and filed her petition in this Court
for alimony which case was No. 3676 that in Sept of that year the defendant
promised plaintiff that if she would dismiss her petition he would quit the
Saloon business and forever keep out of it. and that he would not drink any
more intoxicating liquors and that he would treat the plaintiff properly and
kindly and in consideration of the money he had received from her would convey
to her said dwelling house. that dwelling to the premises of the defendant she did
dismiss said case and he conveyed to her said dwelling house. but he has violated
all his other promises. and has had the use of said dwelling the same as before
while he received the rent from his other property. but would not suitably provide
the plaintiff with the comforts of life as he has been able to do. the plaintiff says
that while the said dwelling house furnishes her no means of support yet it is
her home. and the only place she has to live with her infant daughter. that the
defendant is constantly intoxicated and his profane and abusive language
to plaintiff is unfit for his daughter to hear and is unendurable to the plaintiff
The plaintiff has borne her trouble so long that her health is greatly
impaired. so that she cannot endure his treatment longer. but she has
no place to go with her child while the defendant has abundance of means to
support himself elsewhere. If the defendant is permitted to continue his
residence with the plaintiff and his abusive treatment it will cause the plaintiff
repentable injury. The plaintiff prays that she may be divorced from the
defendant and that she may have reasonable alimony and that the same
may be granted to her and said real estate or made a charge thereon. and that
she may have the control of said minor children and the plaintiff prays
that pending this suit the defendant may be enjoined from visiting the
plaintiff or entering her said house or in any manner interfering with her.
all such other and further relief as may be just and the nature of the case require.

Cameron & Cameron.
Attorneys for Plaintiff.

The State of Ohio Union County S.S.

Catherine Weber being first duly sworn says the facts stated
in her foregoing petition are true.

Catherine Weber.

Sworn to before me and signed in my presence this 8th day of August 1894.

James M. Campbell.

Probate Judge.

The following Summons in Action for Divorce was filed August 8th 1894.

Summons in Divorce.

The State of Ohio.

Union County S.S.

Do the Sheriff of
Union County.

Summons.

You are commanded to notify Christian W. Weber that Catherine Weber 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 extreme cruelty & habitual drunkenness for more than three years and asking that she be divorced from him, and that she have Alimony and custody of children, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 20th 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 Mansville Ohio, this 8th day of August A. D. 1894.

J. N. Gosnell. Clerk.

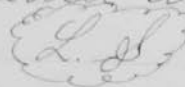
Sheriff's Fee.	
Service.	50
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Mileage.	39
Return.	25
Total.	\$1 29

Received 4 o'clock P.M. on the 8th day of August A. D. 1894. and on the 8th day of August A. D. 1894 I served the same by handing a true copy thereof of this writ with the indorsement thereon together with a copy of the petition to the within named Christian W. Weber personally. Wm. G. Snodgrass. Sheriff.

The following Order of Injunction was filed the 8th day of August 1894.

Gathrine Weber. } Before the Probate Judge.
 v. s. } Motion for temporary Injunction in the Court of
 Christian W. Weber. } Common Pleas, Union County Ohio.

And now on this 8th day of August 1894 came the plaintiff by messrs Cameron & Cameron her Attorney's; 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 and the motion aforesaid therein filed, and after hearing the argument of Counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is, allowed in this case to restrain the said defendant from visiting the Plaintiff or entering her house in the Petition described, or in any manner interfering with her. The said Plaintiff, until the further order of the Court, 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, indorsed injunction allowed and without Bond.

 James M. Campbell Probate Judge.
 Certificate of Copy.

The State of Ohio, Union County, ss.
 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 - In Testimony Whereof, I have herunto set my hand and affixed the seal of said Court, at Mansville, Ohio, this 8th day of August 1894.

James M. Campbell.
 Judge and ex-officio Clerk.

Notice.
 No. 7674.

Answer.

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Notice.
No. 7674.

The following Notice was filed the 11th day of August A. D. 1894.

Catherine Weber, Plaintiff. }
vs. } In the Court of Common Pleas of
Christian W. Weber, Defendant. } Union County Ohio.
No. 7674.

The defendant will take notice that on Friday the 10th day of August 1894
The plaintiff will apply to the Hon. John A. Price Judge of said Court
for an order requiring the defendant to pay to the plaintiff reasonable
alimony pending this suit. The application will be made at the Court
House in the town of Bellefontaine in Logan County Ohio. And Affidavits
will be read by the plaintiff in support of her said motion
Cameron & Cameron Attorneys for Plaintiff.

The State of Ohio Union County, S. S.
William S. Snodgrass Sheriff of said County hereby certify, that on the
8th day of August 1894 I served the defendant Christian W. Weber with a
true copy of this notice by delivering the same to him personally.
Sheriff's Fee: Service 25 Return 25 Total 50
W. S. Snodgrass, Sheriff.

The following Entry of Alimony pending suit was filed August 11th 1894.

Catherine Weber. }
vs. } No. 6774.
Christian W. Weber. }

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 sustains said appeal and it is ordered
by the Court that the defendant pay the plaintiff as her Alimony pending
this suit the sum of One hundred dollars payable on or before the 20th
day of August 1894. And in default of payment execution issued therefore
Approved August 10th 1894. John A. Price, Judge.

Answer.

The following Answer was filed the 25th day of January A. D. 1895.

Catherine Weber, Plaintiff. }
vs. } Court of Common Pleas
William Weber, Defendant. } Union County Ohio.
Answer.

The defendant now comes and for his Answer herein says: He admits the
marriage as stated in the petition of the plaintiff and that there was
born of said marriage the children herein named. This defendant denies
that he has been guilty of habitual drunkenness for more than three years
last past and he denies that he has been guilty of extreme cruelty towards
the plaintiff or that he has used towards her the language stated in said
petition. The defendant denies that he has been guilty of gross neglect of
duty towards the plaintiff. This defendant says that until the filing of the
petition herein mutual differences occurred between himself and the plaintiff
from various causes and as frequently condoned by both the plaintiff and
the defendant. That after the commencement of this action their said son
and daughter was taken sick with Typhoid fever and was very sick

for a long period of time that the plaintiff and defendant residing in the same family with their said children and mutually nursed their said son and daughter to health again, when the plaintiff soon thereafter was taken ill, when the defendant with his means and what aid he could furnish cared for the plaintiff during her sickness that during the times aforesaid the Defendant furnished and is still furnishing all the necessaries, medicine and nurse clothing and amply providing for all the wants of his wife and their said children. And the Defendant says all the complaints made in the plaintiff's petition was by her fully condoned during said times so that the Defendant until quite recently supposed and had a right to suppose that the plaintiff had fully forgiven and condoned the complaints made in her said petition. The Defendant says that quite soon after coming home from the Army he went into the Saloon business and the whole of the property described in the plaintiff's petition was accumulated in said business except about \$1000. of the Defendant and the said \$350. of the plaintiff which she then gave to the Defendant with the said \$400. intended by the plaintiff. That formerly when the plaintiff commenced a similar action he conveyed to her and she now has in her own right their residence property worth \$5000- that an offer of \$4000 was made before the commencement of this action for the said residence property and was refused by the plaintiff that the Defendant was out of the Saloon business about eight years when this property used for that purpose became vacant and he did commence the said business again. The Defendant says he has poor health, is 55 years old and indebted to various persons in the sum of about \$2500 this defendant says that he has furnished his residence with all suitable furniture, including a Piano. That should the Court herein grant the prayer of the plaintiff's petition he asks an equal division of said furniture consisting of Beds Bedding, Carpets, Piano, &c.

D. W. Ayers, Attorney for Defendant.

State of Ohio.

S.S.

Union County.

William Weber being sworn says the facts stated and allegations in his foregoing Answer are as he believes true.

Wm Weber.

Sworn before me and signed in my presence this 25th day of January 1895.

Richard L. Cameron, Notary Public in and for Union Co. O.

The following Reply was filed the 28th day of January A. D. 1895.

Reply No. 6774.

Catharine Weber

v.s.

Christian W. Weber.

In the Court of Common Pleas of Union County Ohio.

Reply.

In Reply to the answer of the defendant the plaintiff says she denies each and every allegation and averment in said answer that is admitted in the petition.

Cameron and Cameron, Attorneys for Plaintiff.

Entry No. 6774.

Affirmed on the 5th day of February A.D. 1894 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6774.

Catherine Weber
v.s.
Christian M. Weber } Entry

This day came the parties by their Attorneys and this cause came on to be heard upon the pleadings of the parties and the evidence and was argued by Counsel and submitted to the Court.

On consideration whereof, the Court being fully advised in the premises finds that the plaintiff at the time of filing her petition was a bona fide resident of the said County of Union and that she had been a resident of the State of Ohio for more than the year previous thereto. The Court finds that the said parties were married at the time stated in the petition, and that the children therein mentioned were born to them as stated by the plaintiff.

The Court further finds that the defendant has been guilty of habitual drunkenness and extreme cruelty as charged in the said petition and that by reason thereof the plaintiff is entitled to be divorced from him.

The Court further finds that the defendant is the owner of the real estate mentioned in the petition and more particularly described as follows: First: Being part of Lot No. Forty in the Village of Marysville in the said County of Union Ohio, and lying between lands lately owned by James B. Whelpley on the South, and lands owned by Samuel M. Campbell on the North, and fronting Nineteen and one half feet on Main Street and extending back to an Alley being the same property conveyed to William Weber by a deed recorded in Book No. 36 on Page 445 and 446 of the records of deeds for said County of Union.

Second: Being part of Lot No. 53 in said Village and beginning at a stake in the South margin of Center Street 40 feet West of the Northeast corner of said lot thence West with the South margin of Center Street twenty feet thence South parallel with Center Street to the South margin of said lot thence East with the South line of said lot to the beginning being the same premises described in a deed recorded in Book No. 48 on page 31 of said records of deeds for Union County.

Third: Situate in the County of Union and State of Ohio, and being all of Lots Nos. 5-7-8-9 of Charles G. Ibs Addition to the said Village of Marysville, as shown on the plat of said Addition recorded in plat Book no one on page 108 of the records of plats of said County of Union. The Court further finds that said defendant is the owner of the upper part of the household property in the dwelling house now occupied by the parties, and which dwelling is owned by the plaintiff. It is therefore considered ordered and decreed by the Court that the marriage relation heretofore existing between the said parties be and the same is hereby set aside and wholly annulled, and both parties released from the obligations of the same.

It is further adjudged and decreed that the custody, care and Guardianship of the child Ella be and the same is conferred to the plaintiff.

It is further ordered and decreed by the Court that the plaintiff have and possess in her own right as part of her dower all the household goods and effects owned by the defendant, and now in the said dwelling house (except one bed and bedding for the same, three chairs, a lounge,

and such books as the defendant may select) It is also adjudged that the plaintiff as the guardian of said child Ella, have the Piano in said house to be kept by her for said Ella. It is further ordered by the Court that the defendant remove his said bed, bedding, chairs and books from the plaintiffs dwelling within one week from this date and that thereafter he shall not have the right to enter the plaintiffs premises without her consent. It is further ordered and decreed by the Court that the defendant pay the plaintiff the sum of twenty five dollars on the first day of each and every month hereafter during the natural life of the defendant or until the further order of the Court, and the same is hereby made a charge upon all the real estate described in this decree and shall be the first and best lien upon the same, and all said real estate shall stand charged therewith, and it is further ordered said payments shall be made to the Farmers Bank in Mansfield for the said plaintiff.

It is ordered by the Court that the costs of this proceeding be paid by the defendant and in default thereof execution is awarded therefor as upon Judgment at Law. The Court reserves the right to make further order and decree as to Alimony and it is ordered that the case be retained in Court for that purpose, but it shall be left of the docket, but may be re-instated and brought on at any time on motion of either party. The defendant shall have the right and privilege of visiting and seeing the child Ella not more than once a month until the further order of Court.

Approved, John A. Price, Judge.

Attest

M. Gosnell

Clerk

Affidavit
No. 6794.

Proof of
Publication

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 January next; on the 14th day of January in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that husband and wife on the 1st day of September A. D. 1894 Mary Wright filed in the Clerk's Office of the said Court of Common Pleas the following Petition against U. G. Wright, to wit:

Petition No. 6794.

Mary Wright, Plaintiff. } Court of Common Pleas.
vs. } Union County Ohio.
U. G. Wright, Defendant. } Petitioner

Plaintiff says she has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union and State of Ohio. That on the 8th day of September 1884 she was married to the defendant. That the following children were born of such marriage E. G. Wright age 8 years and Jas. H. Wright age 6 years. Plaintiff says the Defendant has in disregard of his marital duties for more than three years last past been willfully absent from plaintiff and that plaintiff has received no support in any way from said defendant since July 6th 1887 and has had to support herself by her own exertions and the charity of friends.

Wherefore plaintiff prays that she may be divorced from the defendant and that she may be decreed to have the custody of the said children and such other relief as is proper.

W. P. Hoops, Attorney for Plaintiff.

The following Affidavit was filed the 1st day of September A. D. 1894.

Affidavit No. 6794.

Mary Wright, Plaintiff. } Court of Common Pleas, Union County Ohio.
vs. }
U. G. Wright, Defendant. } State of Ohio, Union County S. C.

Mary Wright Plaintiff being first sworn says that the residence of the Defendant U. G. Wright is unknown and cannot with reasonable diligence be ascertained and that the cause is one of those mentioned in section five thousand and forty eight of the revised Statutes of Ohio.

Mary Wright:

Sworn to and subscribed in my presence this 1st day of September 1894.

J. B. Binkade Notary Public.

The following Proof of Publication was filed the 1st day of September 1894.
Divorce Notice.

Proof of Publication

U. G. Wright, residence unknown, will take notice that on the 1st day of September 1894 Mary Wright filed her petition in the Court of Common Pleas, Union County, Ohio being case No. 6794 praying for a divorce from said U. G. Wright on the grounds of willful absence for more than three years last past, and gross neglect of duty and for the custody of their children and that said cause will be for hearing on and after six weeks from the 5th day of September 1894. W. P. Hoops, Attorney for Mary Wright.

The State of Ohio, Union County, S.S.

I, the undersigned, being duly sworn, depose that a copy of the annexed Notice was published for 6 consecutive weeks in "The Mansfield Herald", a newspaper of general circulation in the County of Union. The first publication beginning with September 5th 1894.

W. C. Stearns.

Sworn to and subscribed before me this 5th day of September, 1895.
(Publishers fees \$4.00)

J. S. Russell, Clerk.

Afterward on the 31st day of January A.D. 1896 an Entry was made on the Journal by the Clerk of the Court:

Entry. Mary Wright } Court of Common Pleas.
vs. } Union County Ohio.
No. 6794. W. C. Wright.

This day came the plaintiff and the defendant. Having been legally summoned by publication and having failed to appear the Court find him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said parties be and the same hereby is dissolved and both parties are released from the obligation of the same. It is further ordered that the custody, care, education and control of the said children of the parties hereto be confided to the said Mary Wright exclusively and that the plaintiff pay the costs of this presentation.

Attest
J. S. Russell
Clerk



Petition.

Partial view of text from the adjacent page, including words like 'Petition', 'I.', 'on', 'So', 'I.', 'a', 'M.', 'No.', 'I.', 'to', 'the'.

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. 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 five.

Be it remembered that herefore filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George C. Daum et al. to wit:

Petition.

Maryetta R. Moore, Plaintiff.
Against.

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

George C. Daum, Lucinda Daum, his wife, The Citizens Home and Savings Company, Defendants.

Petition

The Plaintiff says:

I. First cause of action: that this the first cause of action is founded on a written instrument for the payment of money only, of which the following is a copy:

\$75.00

Mansville, Ohio, March 21st, 1893.

One year after date I promise to pay to the order of Maryetta R. Moore Seventy Five Dollars at the Union Banking Company, Mansville, O. with 6% int. payable annually. Value received.
No. One. Due March 24 1894. George C. Daum.

Indorsed: May 9th 1893. Received on the within note \$39.00 Dollars. There are no other credits or indorsements on said note. There is due and remaining unpaid upon said note from said defendant George C. Daum to said plaintiff the sum of Seventy Five Dollars with six per cent. interest payable annually from March 21st 1893. subject to a credit of thirty nine Dollars May 9th 1893.

Plaintiff further says that said defendant George C. Daum made and delivered to said plaintiff his two other certain promissory notes of which the following are copies, viz:

\$125.00

Mansville, Ohio, March 21st, 1893.

Two years after date I promise to pay to the order of Maryetta R. Moore One Hundred and Twenty Five Dollars at the Union Banking Company, Mansville, Ohio, with 6% int. payable annually. Value received.
No. Two. Due March 24 1895. George C. Daum.

\$125.00

Mansville, Ohio, March 21st, 1893.

Three years after date I promise to pay to the order of Maryetta R. Moore One Hundred and Twenty Five Dollars at the Union Banking Company, Mansville, O. with 6% int payable annually. Value received.
No. Three. Due March 24 1896. George C. Daum.

There are no credits or indorsements on either of said two last named notes.

II. Second Cause of Action: On the twenty first day of March 1893. and to secure the payment of all of said notes and interest set forth in said first cause of action, said Defendant George C. Daum and Lucinda Daum, his wife, executed and delivered to said plaintiff their mortgage deed of that date and thence conveyed to said

Plaintiff the following described premises, viz: Situate in the Township of Paris, County of Union, and State of Ohio, Part of Virginia Military Survey No. 6292⁴ or 12398, Beginning at a stone, with west corner to lands owned by William Moadie and in the westerly line of said Survey No. 6292⁴ or 12398, thence, with said line, N. 32° N. 61⁴/₁₀₀ poles to a stone, with west corner to A. J. Whitney's land, thence with the southerly line of said land, N. 56° E. 92 poles to a stone in the northerly line of said Moadie's land, thence with said line S. 57⁴/₁₀₀ N. 92 poles to the beginning, containing Thirty Acres, Except the North west half thereof conveyed by John J. Moadie and wife to Nellie Moadie by deed dated January 12th 1891 and recorded in Volume 67 Page 15 of the Records of Deeds of Union County, Ohio. The condition contained in said mortgage was, in substance, that if said George C. Daum should pay or cause to be paid, to said plaintiff said promissory note set forth in said first cause of action herein, then said mortgage to be void, otherwise to remain in full force and virtue in law forever. On March 21st 1893 at 6³⁰ O'clock P. M. said mortgage was filed for record, and the same was duly recorded, in Volume 26 Page 454 of the Records of Mortgages of Union County, Ohio. Said deed has become absolute. There is remaining unpaid upon said indebtedness the sum of Three Hundred and Twenty Five Dollars, with six per cent, interest thereon payable annually from March 21st 1893, subject to a credit of Thirty Nine Dollars May 9th 1893. Said Defendant the Citizens Home⁴ Savings Association have the first mortgage lien on said premises, but plaintiff is not informed of the exact amount thereof. Plaintiff prays judgment against said defendant George C. Daum for the sum of Twenty Five Dollars and the interest at six per cent, from March 21st 1893, payable annually on Three Hundred and Twenty Five Dollars, subject to a credit of Thirty Nine Dollars May 9th 1893. That this action may be continued until the last two notes set up in said first cause of action respectively become due, and that when due she may have judgment thereon against said Defendant George C. Daum, that said mortgage may be foreclosed, said premises ordered to be sold, and the proceeds thereof be applied to the payment of the indebtedness on said premises in the order of its priority, and for all other proper relief in the premises.

The State of Ohio } John M. Brodick Attorney for Plaintiff
 County of Union } d. d.

John M. Brodick, being sworn, makes oath that he is the duly authorized Attorney for said plaintiff, that the facts stated in the foregoing petition are within the personal knowledge of Affiant, and that said facts are, as Affiant believes, true.

Sworn to by said John M. Brodick before me and signed by him in my presence. This 8th day of October 1894.

John M. Brodick,
 J. N. Gosnell, Clerk.

Summons
 No. 6810.

Entry
 No. 6810.

I hereby waive the issuing and service of summons and enter my appearance herein this 8th day of October 1894. The Citizens Home & Savings Co.

By John M. Rudwick Pl. Attorney.

Clerk:

Issue summons for the defendant George C. Daum and Lucinda Daum to the Sheriff of Union County, Ohio, returnable according to law.

Indorse: Action for foreclosure of mortgage and judgment. Amount claimed, \$325.00 with cop int payable annually from March 21st, 1893 subject to a credit of \$34.00 May 1st, 1893.

John M. Rudwick, Attorney for Plaintiff.

The following Summons was filed the 18th day of October A.D. 1894.

Summons.

The State of Ohio } To the Sheriff of
Union County. } Union County.

You are hereby commanded to notify George C. Daum and Lucinda Daum his wife that they have been sued by Mary W. R. Moore, in the Court of Common Pleas of Union County, and must answer by the 10th 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 22nd day of October A.D. 1894. Witness my hand and the seal of said Court, this 8th day of October A.D. 1894.

J. N. Cornell, Clerk.

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

Sheriff's fee	0	9
Service return	40	
Mileage	80	
Copy	20	
Total	140	60

Received this writ October 9th A.D. 1894, at 10 o'clock A.M. and served same by leaving a true copy of this writ with the indorsements thereon at the usual place of residence of George C. Daum and Lucinda Daum on the 13th day of October 1894.

Wm. E. Snodgrass.

Afterward on the 19th day of January A.D. 1895 an entry was made on the Journal by the Clerk of the Court.

Entry No. 6811.

Mary W. R. Moore }
v.s. } Entry
George C. Daum et al. }

This day this cause came on for hearing on the petition of the plaintiff and the evidence and the Court find that the defendant George C. Daum and Lucinda Daum have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant George C. Daum, on the promissory note set forth in the petition, with interest to the first day of this term, the sum of \$60.23.

The Court further find that in order to secure the payment of said note

The defendant George C. Daum and Lucinda Daum, his wife, executed and delivered to said plaintiff their certain mortgage as in the petition described, and on the premises therein described, that said mortgage was duly recorded in Volume 26 Page 454 of the Mortgage Records of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the said defendant George C. Daum the said sum of Eight ^{and} 2100 dollars with six per cent interest from January 14th 1895 and the costs herein expended. And it is further adjudged and decreed that unless the defendant George C. Daum, shall within three days from the entry of this decree pay or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest at six per cent from January 14th 1895: the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue thereof 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.

The following Sheriff's Land Appraisal was filed the 21st day of January 1895:
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 C. Snodgrass, Sheriff, in and for said County, impartially to appraise, upon actual view, the following described lands and premises, to-wit:

Situated in Union County Ohio, Part of Virginia Military Survey No. 5292⁶⁴ & 12898 owned by William Woodie, and in the westerly line of said survey No. 5292⁶⁴ & 12898. Thence with said line, N. 32° W. 51 ⁷⁰/₁₀₀ poles to a stone south west corner to A. J. Whitney's land thence with the southerly line of said land N. 56° E. 92 poles to a stone, in the northerly line of said Woodie line thence with said line S. 57 ¹/₄° W. 92 poles to the beginning containing thirty acres except the north west half thereof conveyed by John S. Moore and wife to Nellie Keller by deed dated January 12th 1891, and recorded in Volume 67 Page 15 of the Records of deeds of Union County Ohio, to be sold on an Order of Sale issued from the Court of Common Pleas of said County, in the action of Maryetta R. Moore, Plaintiff against George C. Daum Defendant, do forthwith, after actual view of said premises, make return and say that the same are of the real value in money of \$28. per acre.

Given under our hands and seals, this 21st day of January A. D. 1895.

J. K. Gross, Seal
 C. S. Hamilton, Seal
 M. Hopkins, Seal

The State of Ohio, Union County, S. S.

I hereby certify, that the within named appraisers, J. K. Gross, C. S. Hamilton, M. Hopkins, are freeholders and residents of said County, and were duly summoned, and sworn by me to appraise the within described premises, this 21st day of January A. D. 1895.
 Wm. C. Snodgrass, Sheriff.

The following Order of Sale was filed the 27th day of February A.D. 1895.

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 14th day of January 1895 Maryetta R. Moore, obtained a Judgment and Decree against George G. Cannon for the sum of Sixty Eight ²⁹/₁₀₀ Dollars, and Seven ²⁵/₁₀₀ Dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said George G. Cannon within three days from the 14th day of January A.D. 1895 pay unto the said Maryetta R. Moore the said sum of Sixty Eight ²⁹/₁₀₀ Dollars, with interest from the 14th day of January 1895 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 three days aforesaid have fully expired, and the said sum of Sixty Eight ²⁹/₁₀₀ Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, to-wit:

Part of Virginia Military Survey No. 6292^{2d} & 12898. Beginning at a stone, with west corner to lands owned by William Woodie and in the westerly line of said survey No. 6292^{2d} & 12898 thence with said line N. 32° W. 51 ⁷⁰/₁₀₀ poles to a stone south west corner to A. J. Whitney's land. thence with the southerly line of said land N. 66° E. 92 poles to a stone in the northerly line of said Woodie's land. thence with said line S. 61 1/4 W. 92 poles to the beginning containing thirty acres except the north west half thereof conveyed by John T. Moore and wife to Nellie Vetter by deed dated January 12th 1891 and recorded in volume 67 page 15 of the Records of deeds of Union County Ohio. We therefore command you, that you proceed to carry said order, Judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to Our Court of Common Pleas within sixty days from the date hereof, and bring this Order with you.

Witness my signature as Clerk of Our said Court of Common Pleas, and the seal of said Court at Marysville this 19th day of January A.D. 1895.

J. N. Gosnell Clerk.

Sheriff's Return.

The State of Ohio }
Union County } ss.

January A.D. 1895.
I, the undersigned,
do hereby certify that the
above named
holders and
on by me to
January A.D. 1895.
Sherriff

Sherriff's Fees		Received this with the 21 st day of January A.D. 1895 and on
Service	\$ 9.	the 28 th day of January A.D. 1895 I called an inquest of J. B.
Fees	20	Cross, G. S. Hamilton, M. Hopkins then discontinued
Sum Appraisers	20	freeholders and residents of the County, and caused the
Swearing Appraisers	20	within described real estate to be duly appraised on their
Conveying	2 00	Oaths, they on the same day returned to me an estimate of
Writing Appraisals	25	the value thereof, To-wit: \$ 375. I under their hands and seals,
Copy of " "	25	a copy of which I forthwith deposited with the Clerk of the
Notice to Printers	25	within named Court.
Affidavit " "	25	Thereupon I caused public notice of the time and place of
Writing Notice	25	sale of said Real Estate to be given for more than Thirty Days
Mileage	67	(To-wit: five consecutive weeks) before the day of sale by
Return	25	advertisement in the Mansfield Tribune a newspaper
Total	\$ 6 09	printed in said Union County, and of general circulation
Appraisers fees	\$ 3 00	therein, as will appear by a copy of said advertisement

here attached. And on the 23rd day of February A.D. 1895 at the door of the Court House, in Mansfield Ohio, at the hour of 1 O'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described Real Estate at Public Auction; and then and there struck off and sold the same to M. R. Moore, for the sum of three hundred and thirty dollars (\$ 330.00) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

W^m G. Snodgrass, Sheriff.

And said sum being more than two-thirds of the appraised value thereof, and said M. R. Moore being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to her for said sum of \$ 330.00 Dollars.

W^m G. Snodgrass, Sheriff.

Attest
J. N. Gossnell
Clerk

Entry
6810

Maryetta R. Moore
vs
Geo. C. Daum et al

Court of Common Pleas
Union County, Ohio

This day this cause came on for hearing on the motion of the plaintiff to confirm the sale heretofore made herein, and the Court having examined the return of the sheriff of said sale and his proceedings under the order of sale heretofore issued herein, and finding the same in all respects according to law and said order, It is considered and adjudged by the Court that said sale and the proceedings of the Sheriff be, and the same hereby are approved and confirmed, and said Sheriff is ordered to execute and deliver to the purchaser, Maryetta R. Moore, the plaintiff herein, a deed for said premises.

And the Court coming upon to distribute the proceeds of said sale amounting to \$ 330.00 do order that the same be paid as follows:
1st: To the Clerk of this Court the costs herein taxed at \$ 5.03; 2nd: The taxes paid by plaintiff amounting to \$ 2.03; 3rd: To the Citizens Home Savings Co. their mortgage lien amounting to \$ 203.35; and 4th: The remainder \$ 19.59 to said plaintiff to apply on her mortgage lien.

Attest
J. N. Gossnell Clerk

1895 and on
request of J. B.
executed
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an estimate of
lands and seats,
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and place of
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to be by
a newspaper
and circulation
advertisement
Henry A. D.
ville Ohio,
said specified
Public Auction
for the
the highest
of the

Mass. Sheriff
and
then and
to her

of the plaintiff
the return of the
issued herein,
it is considered
and the same
and deliver to the
iss.

do of said sale,
and
and by plaintiff
and amounting
mortgage him.

These continuances and held at the Court House in Mansfield within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Rice Judge of said Court of the term of January 1895, on the 14th day of January in the Year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that before said Court on the 9th day of October A.D. 1894 Edward Brown filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Richard A. Hall et al. To wit:

Petition. Edward Brown, Plaintiff.
vs.
Richard A. Hall, Juncker Hall, John G. Brown, Gilca R. Hall, Melvin L. Johnson, Laura Johnson, and A. Barnwood and Son, Defendants.

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

Petition.

The Defendant, Richard A. Hall, is indebted to plaintiff in the sum of Eleven Hundred Dollars, which plaintiff claims, with interest from the 8th day of September, 1894, at 8% payable semi-annually on a promissory note, of which the following is a copy.

"Richmond, Indiana, September 8th, 1894. Five years after date I promise to pay to the order of Edward Brown, Eleven Hundred Dollars, at the Second National Bank, Richmond, Indiana, value received without any abate what ever from valuation and Appraisalment Laws, with interest at the rate of eight per cent. per annum after maturity, payable semi-annually, and five per cent. Attorney's fees.

The Grantors 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 here attached, representing the semi-annual interest on this note, or any part thereof, as they severally become due, then the whole principal sum represented by this note shall, at the option of the holder hereof, immediately become due, and together with all accretages 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 what ever, then, and in that event, this note, and all accrued interest thereon, shall immediately become due, and may be collected.

P. O. West, Mansfield, Logan County, Ohio. Richard A. Hall.

There are no credits or indorsements on said note.
Second Cause of Action.

The defendant, Richard A. Hall, is indebted to plaintiff in the further sum of Fifty-five Dollars, which plaintiff claims upon the stipulation and contract contained in the note set out under first Cause of Action herein for the payment of 5 per cent. Attorney's fees upon said principal sum of Eleven Hundred Dollars - said contract for the payment of said Attorney's fees was made and stipulated for performance in the State of Indiana - and said contract is a good and

valid contract by the laws of said State - A contract for the payment of Attorney's fees, in a promissory note in addition to the stipulated principal and interest made and to be executed in the State of Ohio Indiana has been repeatedly held by this Court to be a good, valid and binding contract and enforceable in the State of Ohio.

Third Cause of Action.

The defendant, Richard A. Hall, is indebted to plaintiff in the still further sum of thirty four and ⁵⁰/₁₀₀ Dollars, which plaintiff claims upon an interest coupon note - with interest at 8% payable semi-annually from the 8th day of September, 1894 of which coupon note the following is a copy.

\$ 34.⁵⁰/₁₀₀ Richmond, Ind., September 8th, 1889. -
September 8th 1894 after date, I promise to pay to the order of Edward Brown thirty four ⁵⁰/₁₀₀ Dollars, at the Second National Bank, Richmond, Indiana (with interest at the rate of eight per cent. per annum, after maturity, payable semi-annually) bring the semi-annual interest on the note hereto attached, of each date herewith, and subject to all the conditions of said note. Richard A. Hall.

There are no credits or indorsements on said note. Said coupon is one of those attached to the principal note set out under first cause of action.

Fourth Cause of Action.

At the time of delivering said note, and to secure the payment of the same, the Defendant, Richard A. Hall, and Jeremiah Hall his wife executed and delivered to plaintiff their mortgage deed, conveying the following premises: Situated in the Township of Union and Logan in the State of Ohio, and bounded and described as follows:

Part of Virginia Military Survey Number 9893, for 528 Acres, to wit: Beginning at two Beches in the East line of said Survey No. 9893, corner to J. W. Green's land; thence with his line South 79 1/2° West 211 poles to a stone corner to said land in the division line between Taylor and Ramsdale - thence with said division line, N. 84° W. 96 poles to two beches and a sugar corner to lands formerly owned by Alice Wilson, thence with the line of said land N. 79 1/2° E. 101 3/4 poles to a stake in the center of the East Liberty and Rush Creek Road, thence with said Road S. 34° W. 46 poles to a stake, corner to John A. Green's land, thence with a line of said land S. 86 1/2° E. 42 1/4 poles to three Beches; thence with another line of said land N. 79 1/2° E. 95 7/8 poles to a hickory, bech and buckeye corner to said land, in the East line of said Survey No. 9893; thence with said line S. 10 1/2° E. 68 poles to the beginning -

Containing Ninety Acres (90) or the same more or less after excepting 2 1/4 Acres conveyed by Matthias Williams to John W. Green, in 1858 and also three fourths (3/4) of an acre conveyed to the M. E. Church by the said Matthias Williams. Said mortgage was conditioned upon the said Richard A. Hall paying, or causing to be paid the principal note set out under first cause of action herein, the interest thereon and the Attorney's fees therein stipulated to be paid and an interest coupon note representing the semi-annual interest on said note - among them being the coupon note set out under third cause of action herein - On the 12th day of September, 1889, at 7-30 o'clock A. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Book 28, pages 112 et seq. of his records.

On the 9th day of October 1894 at 12:30 O'clock P.M. said mortgage was duly left on record at the Recorder's office of Logan County Ohio. And was duly recorded in Book 17, page 483 of his records. Said principal note and interest coupon note are past due and unpaid. The condition of said mortgage is therefore broken, and the same has become absolute. The Defendants, Jemima Hull, John G. Green, Gilca B. Hall, Melvin L. Johnson, Laura Johnson and E. Larnwood and William Larnwood (the two latter being partners, doing business under the firm name of E. Larnwood and Son) have, or claim, some lien, or interest in said premises, but plaintiff avers that she is subordinate to plaintiff's claim, and plaintiff asks that she be compelled to set the same up, or be forever cut off from asserting the same. Plaintiff asks that in default of payment of the amount now payable, or that may become payable by the judgment herein, said mortgage may be foreclosed, and said premises sold, free of all claims of defendants, and the proceeds applied to the payment of the debt due plaintiff, and for such other relief as is proper.

J. E. Griffith, Atty for Plaintiff.

Stat of Ohio.

S.S.

Union County.

J. E. Griffith, being duly sworn, says that he is the Attorney of the plaintiff, Edward Brown - duly authorized in the premises, that the plaintiff is a non-resident of Union County Ohio, and that he believes the allegations in the foregoing petition are true.

Sworn to and subscribed before me this 9th day of October, A. D. 1894.

J. E. Griffith.

J. N. Canell, Clerk.

The following Summons was filed the 2nd day of October, A. D. 1894

Summons.

Summons of the State of Ohio.

No. 6812.

Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Richard F. Hall, John H. Green, Melvin L. Johnson and Laura Johnson, that they have been sued by Edward Brown in the Court of Common Pleas of Union County, and must answer by the 10th 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 22nd day of October A. D. 1894.

Witness my hand and the seal of said Court, this 9th day of October A. D. 1894.

The State of Ohio.

Sheriff's Return.

J. N. Canell, Clerk.

Union County.

Sheriff's Fee	\$	9
Service Return		91
Mileage	8	42
Copy		40
Total	\$	15-02

Received this writ October 10th 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 defendants personally on the 19th day of October 1894.

Wm. E. Snodgrass, Sheriff.

Summons No. 6812.

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Answer of Gilca B. Hall.

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The following summons was filed the 24th day of October A. D. 1894.

Summons
No. 6812.

The State of Ohio }
Union County }

To the Sheriff of Logan County,

You are hereby commanded to notify E. Garwood, one son of Big Springs that they have been sued by Edward Brown in the Court of Common Pleas of Union County, and must answer by the 10th 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 22nd day of October A. D. 1894.

Witness my hand and the seal of said Court, this 24th day of October A. D. 1894.
J. N. Carroll Clerk.

The State of Ohio }
Union County }

Sheriff's Return.

Sheriff's Fee	\$ 9.
Union Return	50
Mileage	2 00
Copies	32
Docketing	25
Index	10
Total	\$ 125

Received this writ October 9th A. D. 1894. at 8 o'clock P. M. and served same by delivering a true and certified copy thereof with all the endorsements thereon to E. Garwood and Son personally, October 13th 1894.

John C. Sullivan Sheriff.
By T. H. Gilock Deputy.

The following waiver was filed the 12th day of October A. D. 1894.

Waiver
No. 6812.

Edward Brown, Plaintiff } In the Court of Common Pleas,
v.s. } Union County, Ohio.
Richard A. Hall et al. Def't. } Waiver.

We the undersigned, hereby waive the issuing and service of summons in the above entitled case, and voluntarily enter our appearance therein this 12th day of October, 1894.

Gilca B. Hall.
Jerusha Hall.

The following answer of Gilca B. Hall, was filed the 13th day of October, 1894.

Answer of
Gilca B.
Hall.

Edward Brown, Plaintiff } In the Court of Common Pleas,
v.s. } Union County, Ohio.
Richard A. Hall et al. Def't. } Answer and Cross Petition of Gilca B. Hall.

Now comes Gilca B. Hall, one of the defendants in the above entitled cause, and says that she admits the allegations in plaintiff's petition. But says that on the 4th day of April, 1893, the defendants, Richard A. Hall, and Jerusha Hall, his wife, executed and delivered to this defendant a deed of general warranty, conveying, in fee simple the following real estate a part of the premises described in the petition:

Situated in the County of Union, State of Ohio, in Military Survey No. 9893, and bounded and described as follows: Beginning at a stake in the center of the dirt road leading from

West Mansfield to Mount Victory, and S. W. corner to one and $\frac{2}{3}$ Acres sold by Richard A. Hall and wife to John A. Green - thence N. 83° E 149 $\frac{7}{10}$ poles, with John A. Green's South line, to a stone, N. W. corner to Lydia E. Green's land - thence S. 74° E. 20 $\frac{7}{10}$ poles to a stake - thence S. 83° N. 147 poles to a stake - thence N. 74° W. 4 $\frac{7}{10}$ poles to a stake - thence S. 88° N. 18 $\frac{1}{10}$ poles to a stake in the center of said Mount Victory and West Mansfield road - thence N. 38° E. 23 $\frac{15}{100}$ poles to the place of beginning. Containing twenty (20) Acres of land.

On the 8th day of April, 1893, at 9 o'clock A. M. said deed was duly left for record with the Recorder of Union Co. Ohio, and by Amanda - viz on the 17th day of April, 1893 - was duly recorded in Record of Deeds Vol 69 - pages 234 and 235 of his records - this defendant is still the owner of said premises - this defendant therefore avers that part of the premises owned by the defendant, Richard A. Hall - by conveying the above described real estate to first sold and the proceeds expended in the payment of plaintiff's claim by or distributing or selling the above described premises owned by this defendant.

J. E. Griffith,
Attorney for Gilca. B. Hall.

State of Ohio.

Union County.

J. E. Griffith, being duly sworn, says he is the Attorney of the defendant - Gilca. B. Hall, duly authorized in the premises - that said defendant is a non-resident of Union County, Ohio, and that he believes the allegations and matters in the foregoing answer are true.

J. E. Griffith,
Sworn to and subscribed by me this 18th day of October, A. D. 1894.
J. W. Fisher, Notary Public.

The following answer of Jennie A. Hall was filed the 18th day of October 1894.

Edward Brown, Plaintiff.	}	In the Court of Common Pleas, Union County, Ohio.
vs.		
Richard A. Hall, et al. Defs.	}	Answer of Jennie A. Hall.

Now comes the defendant Jennie A. Hall, and says she admits the allegations in plaintiff's petition. But says that on the 4th day of April 1893, the defendant, Richard A. Hall and wife executed and delivered to the defendant Gilca. B. Hall a deed of General Warranty conveying in fee simple the following described real estate - being a part of the premises described in the petition - situated in the Counties of Logan and Union, State of Ohio, and in Military Survey No 9893, and bounded and described as follows. Beginning at a stone formerly two beeches and a sugar - in the East line of L. D. and J. B. Stump's land and S. W. corner to Amanda Woodcock's land, thence N. 83° E. 152 $\frac{7}{10}$ poles, crossing Kokes Creek and the Union and Logan County line, to a stake in the dirt road leading from West Mansfield to Mount Victory, and S. E. corner to James L. Wilson's land, thence S. 88° N. 118 $\frac{7}{10}$ poles, with said road, to a cross in the bridge across Kokes Creek, and about 8 feet North of the center of said bridge - thence N. 48°

Answer of
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W. 65 poles to a stake on the north bank of said creek - Thence S. 36 1/4°
 W. 3 poles to a stake on the South bank of said Creek. Thence N. 54 1/4°
 W. 19 poles to a stake in the East line of J. D. & J. B. Anthony's land -
 Thence N. 4 1/4° W. 68 1/100 poles to the place of beginning - Containing
 81 1/100 Acres of land. This defendant is still the owner of said premises.
 In addition to the above described premises 20 acres additional was conveyed
 by the same deed to said Zilca B. Hall - Afterwads said deed was duly
 filed and recorded; On the same day the said Zilca B. Hall - then and now
 an unmarried woman - executed and delivered to this defendant a deed
 of general warranty - conveying - in fee simple the above described tract of
 31 1/2 Acres of land - On the 8th day of April, 1893, at 9-10 o'clock A. M. said
 deed was duly left for record with the Recorder of Union County, Ohio. On
 the 18th day of April, 1893, was duly recorded in record of Deeds of said
 County, Vol. 67, page 567. On the 8th day of March, 1894 at 3-30 o'clock P. M.
 said deed was duly left for record with the Recorder of Logan County Ohio.
 and on the 4th day of April, 1894 was duly recorded in Deed Record
 Vol. 82, pages 577 and 578 of said County. This defendant, therefore, prays
 that the premises still owned by the said Richard A. Hall, after the
 execution and delivery of the said deed conveying said 31 1/2 + 20 Acres of
 land, to be surveyed - advertised and sold separately and the proceeds
 arising therefrom be first exhausted in the payment of plaintiff's claim
 before selling or disturbing the above described premises owned by this
 defendant - and that in the event of the proceeds arising from the
 sale of the lands still belonging to said Richard A. Hall not being
 sufficient to pay plaintiff's claim and costs that said 31 1/2 and 20 Acre
 tracts be sold, and the proceeds in proportion to the respective acreage
 and value be applied to the discharge of the balance of said claim and
 that the balance be paid to this defendant and the owner of said 20 Acres
 in proportion to their value.

J. E. Griffith,
 Attorney for Jemima Hall.

State of Ohio }
 Union County } S. S.

J. E. Griffith, being duly sworn, says that he is the
 Attorney of Jemima Hall - one of the defendant's herein - duly authorized in
 the premises that said defendant is a non-resident of Union County, Ohio,
 and that he believes the allegations in the foregoing answer are true.

J. E. Griffith,
 Sworn to and subscribed before me this 18th day of October, A. D. 1894.
 W. Wilson, Notary Public.

The following Answer and Cross Petition of L. Harwood & Son, was filed Nov. 10th 1894.

Answer of Edward Brown, } State of Ohio, Union County, S.S.
 v. }
 Common Pleas Court.
 And Son, Richard A. Hall. } Answer of L. Harwood & Son.

You comes Defendants L. Harwood & Son, and for Answer to Plaintiff
 Petition, admit that they are a partnership firm formed for the purpose
 of and doing business in the State of Ohio, with its principal office, in
 Big Springs, Logan County, Ohio, Defendants further say for

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first defence to the first third and fourth causes of action, set out in Plaintiff's Petition, that they have no knowledge or means of knowledge of the truth or falsity of the statements made therein, and therefore deny the same.
 3rd In a second defence to Plaintiff's Petition, and for first cause of action against their co-defendant, Richard A. Hall, these answering Defendants say that there is due them from the said Defendant, Richard A. Hall, on an account book attached, marked "A" and made a part hereof, the sum of (\$126.²⁵) one hundred twenty six dollars and twenty eight cents, with interest from the 3rd day of September, 1894.

And a third defence and second cause of action against said Richard A. Hall, these answering Defendants say that the sums charged on the above against said Defendant were for materials furnished for Defendant, Richard A. Hall, and at his request, in the building and construction of a certain dwelling house for said Richard A. Hall, commencing March 31st 1894 and completed September 3rd 1894 upon the following described lot and parcel of ground owned by said Richard A. Hall, to-wit: In Logan^{Co} Union, Kentucky and in Survey No. 9893: beginning at his beches in the East Original Talent line and in the line of Survey No. 9894 and come to J. W. Green; thence west said Green's line S 7 1/2 W. 211 poles to a stone corner to said Green and in the division line between Taylor & Randle; thence with said division line N. 83-4 W. 96 poles to two beches and a sugar corner to Miss Alice Wilson; thence with her line N. 79 1/2 E. 112 poles to three beches and a pickety in the original line of said Surveys Nos. 9893 & 9894 thence with said line S 11 1/2 E. 53 poles to beginning containing (100) one hundred Acres, more or less. Except 2 1/2 Acres sold and conveyed by Mathias Williams to J. W. Green in 1855. Also one other piece containing 3/4 of an Acre, to the M. E. Church, by said Mathias Williams; also another piece, sold by William Southard to J. W. Green containing 6.9-10 Acres; except also therefrom as follows: Beginning at a stone, formerly two beches and a sugar in the east line of J. D. and J. B. Guthrie's land and S. W. corner to Amanda Rosebrook's land; thence N. 83 E. 102 poles crossing Boker's creek and in the Logan^{Co} Union County line to a stake in the dirt road leading from West Mansfield to Mount Victory and S. E. corner to James D. Wilson's land; thence S. 30. W. 118 1/2 poles with said road to a cross in the bridge, and across Boker's creek and about 8 ft. north from the center, and in the center east and west; thence N. 40. W. 6 1/2 poles to a stake on the North bank of said Creek; thence S. 3 1/2 3/4 poles to a stake on the south bank of said Creek; thence No. 54 1/4 W. 19 poles to a stake in the east line of J. D. and J. B. Guthrie's land; thence N. 4 1/4 W. 68 1/2 poles to the place of beginning containing 3 1/2 Acres of land. Plaintiff says that on the 15th day of September, 1894, and within four months from the date of the last item of material furnished, he duly filed with the Records of said County of Union, an Affidavit containing an itemized statement of the amount and value of such materials with all credits and offsets thereon and a description of the said land on which the said dwelling house stands, according to the requirements of the statute in such case made and provided, and which was recorded in Mechanics Lien book No. 4, p. 24, 25, 26, whereby herein said claim became a lien upon said dwelling house and above described premises from said 31st day of March, 1894. Wherefore, these answering

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set out in knowledge... doing the same... of action... Defendants say... on an account... \$126.²⁸ / one... from... id Richard... and on the... for... building and... S. Hall... 1894 upon... id Richard... 9893... and in the... id Green's... in the... rion line... lize Mitoms... chony in the... line S/W... n lies... Green in 1855... said... Westby... from as follows... east line of... ock's land... Union... t Mansfield... nce S. 30... es Boker creek... and west... Creek; thence... nce No. 544... B's land;... 31 1/2 Acres of land... thin four... he duty filed... ing an... lincles with... land on... iments of... was recorded in... id claim... id premises... ing

Defendants ack judgment against said Richard A. Hall, in the sum of (\$126.²⁸) one hundred twenty six Dollars and twenty eight cents, with interest thereon from said 3rd day of September 1894 that the same may be declared a lien upon the lands described herein, and that unless the said Richard A. Hall, pay the said judgment and costs, so to be found due with in a short day to be named by the Court said premises to be ordered to be sold as upon execution and the proceeds of such sale applied to the payment of such judgment and costs and for all proper relief.

State of Ohio }
Logan County } S.S.

W. H. Carwood
Attorneys for Defendants
W. H. Carwood & Son.

George Carwood being sworn says that he is one of defendants above named and that the foregoing pleading is true as he believes!

Sworn to before me and subscribed in my presence this 8th day of November 1894.
Chas. W. Carwood, Notary Public
In the County of Logan.

"Exhibit A" Statement.

Big Springs, Ohio September 10th 1894. Richard A. Hall, in account with G. Carwood & Son
March 31st 1894.

700 ft #1 Luan Siding @ 2.60	\$23.40	2 set Sack x Glass. 2.30	\$2.30
360 " Elm Flooring 2.00	7.00	1 Sack for Transom.	.35
360 " Pine "	7.70	24 Sack Pullups.	.80
1 Door frame 12" Iron	1.75	4 " Locks.	1.50
4 Win frames 34" 2.00	8.00	95 ft 22 Round	.48
2 " " 2.00	4.00	4 Sack 30	12.00
100# 7/8 W. nails.	2.25	Material for Veranda.	16.18
20# 20	.90	15 bu + 36# Lime 194	2.95
20# 4	.70	16 Lin ft. Door Jamb. 34	.48
8# 10	.24	60 ft 22 Round.	.80
1 Door Lock.	.55	3 Bu Hair 304	.90
1 Pa. 4 Batts.	2.00	20# Lime 194	1.62
1 Door 3/8 with Glass.	3.50	200 ft 8" Case 200	4.00
64 Lin ft. 3/8 x 7 Luan.	1.28	200 " Siding 50	1.00
64 " " " X 9 " "	1.62	2 S. Gasing for 6 Win 304	1.80
32 " " " X 12	.96	" " " 5 Doors "	1.50
2 pce 2x10-16 Pine.	1.86	1 Door 3/8 #2	1.50
2 " 2x6-18	.74	2 ft Lantost	.36
22 L. Door frames 6 6	1.60	1 Carpet Strip.	.10
124 Lin ft. 3/8 x 4 1/2 Luan.	1.48	1 Door 3/8	2.10
48 " " " X 3 1/2 " "	.41	6 Brackets 1 1/4 254	1.50
1 Glass for Transom	.15	1 Door 3/8 1 1/2	1.25
1/2 Doz W. Spring Bolts.	.15	12 ft 3/8" Hd pine flooring.	.20
4 set Sack x Glass. 34	7.20	Door Gasing	.45
		Total.	\$135.42
34 6 post Brackets. Rld. \$2.60			7.14
6 8" Spindles. "	.24		
375 Lath " "	1.05		
1 per Hd pine floorg "	.12		4.14
1 3/4 # Hair Rld.	.13		
			\$126.28

Apr 1st

The following answer of Richard A. Hall to Cross Petition of Jerusha and Gilca B. Hall was filed the 15th day of November A.D. 1894.

Eduard Brown } State of Ohio, Logan Co. S.D.
vs. } Common Pleas Court:
Richard A. Hall et al. } Answer of Richard A. Hall to Cross petition of
Jerusha Hall and Gilca B. Hall.

My comes Defendant, Richard A. Hall and for Answer to the cross petition of Jerusha Hall admits the execution of the deeds to Gilca B. Hall and Jerusha Hall as set out in the Answer and cross petition of said Jerusha Hall, but denies each and every other allegation therein contained. From a second defense to the cross petition of Jerusha Hall defendant Richard A. Hall says: that the facts leading up to the making of the deeds of Gilca B. Hall and Jerusha Hall and the contracts and agreements under which said deeds were made are as follows: This Defendant was April 4th 1878 the owner of the lands described in Plaintiff's Petition, excepting about two Acres thereof, sold one John A. Brown. The said Jerusha Hall was wife and Gilca B. Hall was daughter of the answering Defendant. The said Jerusha Hall was insane having been shut up in the asylum, and was so disquieted and quarrelsome that it was impossible for them to live together in peace: so said Jerusha and said Gilca made preparations for a settlement and the following were agreed upon between them - The answering Defendant on the one part and the said Jerusha and Gilca B. Hall on the other part, that said Jerusha and this Defendant were to join in a conveyance to said Gilca of fifty one Acres of land, thirty one of which said Gilca was a second mortgage to said Jerusha, all of which was to be subject to its separate share of the Mortgage set out in Plaintiff's Petition: in consideration of this Defendant's Conveyance as aforesaid the said Jerusha agreed to release her dower in the remainder of said lands, consisting of about 39 Acres by joining with this Defendant in deeding said land to some trustees who should deed the same in fee to this Defendant and to pay to this Defendant the further sum of four hundred dollars and to release him from any indebtedness of four hundred dollars which said Gilca claimed was owing her from this Defendant, or this Defendant says: that he had fully performed the agreements on his part by making and delivering the deeds set out in the said Answers of said Jerusha and said Gilca, but that Defendants have wholly failed and neglected to perform the contract on their part; This Defendant took immediate and exclusive possession of the Real Estate so agreed to be conveyed to him and made valuable and lasting improvements thereon by erecting a dwelling house, and other valuable and lasting improvements. Wherefore this answering Defendant prays that said Jerusha Hall may be by decree of this Court required to specifically perform the said contract; that the Plaintiff be required to appraise, advertise and sell the lands of Jerusha Hall and Gilca Hall separate from this Defendant, and to pay the amount of said Mortgage indebtedness between this Defendant and said Jerusha and said Gilca B. and

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for such other and further relief as the case in its nature may require.

Aikin Esq. Solicitor,
Albany; for Richard A. Hall.

State of Ohio }
Logan County. } S.S.

Personally appeared before me, a Notary Public in and for said County, Richard A. Hall, who being duly sworn, says that the statements in the foregoing pleading are true as the verity believed.

R. A. Hall.

Sworn to and subscribed in my presence this 9th day of November 1894.

Peter M. Keller, Notary Public.

The following Demurrer to Second Cause of Action was filed November 10th 1894.

Demurrer. Edward Brown, Plaintiff, } Court of Common Pleas
vs. } Logan County Ohio.
Richard A. Hall et al. Defs. } Demurrer.

Now comes Geo. Garwood and Son and demurs to the second cause of action stated in Plaintiff's Petition, for the reason that it does not state facts sufficient to constitute a cause of action.

G. Garwood and Son.

By Aikin Esq. Solicitor his Attorney.

The following Demurrer to Second Cause of Action was filed November 10th 1894.

Demurrer. Edward Brown, Plaintiff, } Court of Common Pleas
vs. } Logan County Ohio.
Richard A. Hall et al. Defs. } Demurrer.

Now comes Richard A. Hall and demurs to the second cause of action stated in Plaintiff's Petition for the reason that it does not state facts sufficient to constitute a cause of action.

Richard A. Hall.

By Aikin Esq. Solicitor his Attorney.

The following Answer of John A. Green, was filed November 10th 1894.

Answer of John A. Green. Edward Brown, Plaintiff, } State of Ohio, Union County, ss.
vs. } Common Pleas Court.
Richard A. Hall et al. Defs. } Answer of John A. Green.

Now comes John A. Green and for answer to the petition of Plaintiff and the Answers and cross petition of Jennieha Hall and Gitca B. Hall says that on the 4th day of April 1893 in consideration of One Hundred Dollars Richard A. Hall and Jennieha Hall executed and delivered to this answering defendant their deed in fee simple and thereby conveyed to this answering defendant with covenants of General warranty the following described premises situated in the County of Union State of Ohio and in Virginia Military survey No. 14893, bounded and described as follows to wit. Beginning at a stone south westerly corner to said John A. Green's land and corner to R. A. Hall's land thence 83° W 51 1/2° poles to a stake in the center of the dirt road leading from West Mansfield to Mount Victory thence

N 38° E. 14. 43 poles with the center of said road to a stake corner to said John A. Green's land. Thence S 83° E 42. 84 poles to the place of beginning. Containing 165 Acres of land more or less.

This answering defendant says that his co-defendant Jerusha Hall is estopped from setting up and claiming that his lands should be sold for the reason that she joined in said covenants of warranty. And that his co-defendant Gilca B. Hall can not ask that his lands so sold be sold until after theirs are exhausted because the lien of plaintiff was expressly excepted in the covenants of warranty to said Gilca B. Hall in these words "except a mortgage of (\$1100) covering 90 Acres of which the within described land is a part" and because her deed was not obtained until after his to wit: on the 4th day of April 1893. wherefore this answering defendant prays that the lands of the defendants Richard A. Hall, Jerusha Hall and Gilca B. Hall be first exhausted before his lands be sold and for such other and further relief as the equity of the case may require.

Aikin and Gouhard, Attys: for John A. Green.

State of Ohio, Logan County, ss.

Personally appeared before me a Notary Public in and for said County John A. Green who being duly sworn says that the foregoing pleading is true, as he verily believes.

John A. Green.

Sworn to and subscribed in my presence this 9th day of November 1894.

Edw. M. Butler, Notary Public.

The following Answer of Gilca B. Hall to Cross Petition of G. Garwood and Son was filed the 23rd day of November, A.D. 1894.

Answer of
Gilca B.
Hall, vs.
Richard A. Hall et al. Deft.

In the Court of Common Pleas Union Co. O.
Answer of Gilca B. Hall to the Cross
Petition of G. Garwood and Son.

Now comes the defendant, Gilca B. Hall. And for answer to the Cross petition of G. Garwood and Son herein, says that the land described in said cross petition, and upon which said defendant's claim a lien, includes the 20 Acres tract described in this defendant's cross petition. That the defendant, Richard A. Hall, was not the owner of said 20 Acres, or any part thereof, at the time the materials named were alleged to have been furnished, nor when said lien was sought to be perfected, but that said 20 Acres was then and still is the property of this answering defendant.

This defendant, therefore, prays that her said 20 Acres of land be declared to be discharged from any and all liens or claims of said G. Garwood and Son.

J. G. Griffith, Attorney for Gilca B. Hall.

State of Ohio }
Union County } ss.

J. G. Griffith, being duly sworn, says that the defendant Gilca B. Hall is a non resident of Union County, Ohio. That he is her Attorney, duly authorized, in the premises, and that she

Reply of
Jerusha and
Gilca B.
Hall to
Answer of
Richard
A. Hall.

Entry,
No. 6812.

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Allegations in the foregoing pleading he believes are true.

J. E. Griffith.

Sworn to and subscribed before me this 23rd day of November A.D. 1894.

J. W. Dillon, Notary Public.

The following Reply of Jerusha and Gilca B. Hall to answer of Richard A. Hall was filed the 23rd day of November A.D. 1894.

Reply of Jerusha and Gilca B. Hall to answer of Richard A. Hall.

Edward Brown, Plaintiff. } In the Court of Common Pleas, Union County Ohio
v.s. } Reply of Jerusha Hall and Gilca B. Hall
Richard A. Hall et al. Def'ts. } to answer of Richard A. Hall.

Now come Jerusha Hall and Gilca B. Hall, defendants herein and admit that said Richard A. Hall was, on the 4th day of April, 1893, the owner of the lands described in the petition, excepting about two acres thereof sold to John A. Green, that said Jerusha Hall was wife and Gilca B. Hall was daughter of said Richard A. Hall - that he executed and delivered a deed to Gilca B. Hall for the lands described in the Cross-petitions of these defendants viz: 5 1/2 acres - but these defendants deny each and every other allegation contained in the answer of said Richard A. Hall to the Cross-petitions of these defendants - These defendants, therefore, pray, as herebefore prayed in their respective Cross-petitions.

J. E. Griffith,

Att'y for Jerusha and Gilca B. Hall.

State of Ohio, }
v.s. }
Union County. }

J. E. Griffith, being duly sworn, says that the defendants, Jerusha Hall and Gilca B. Hall are non-residents of Union County, Ohio, that he is their Attorney, duly authorized in the premises, and that he believes the Allegations and matter set out in the foregoing pleading are true.

J. E. Griffith

Sworn to and subscribed before me this 23rd day of November, A.D. 1894.

J. W. Dillon, Notary Public.

The following Entry was filed the 11th day of March A.D. 1895.

Entry No. 6812.

Edward Brown, Plaintiff. } In the Court of Common Pleas
v.s. } Union County Ohio.
Richard A. Hall et al. Def'ts. } Entry.

On motion of the plaintiff, and on his producing the return of the Sheriff of the sales made under the former order of this Court: and the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sales of the several tracts be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, William Cannon by deed, according to law, the first tract so sold, viz: 38 1/2 acres, to the purchaser - Gilca B. Hall, by deed, according to law, the last two tracts, viz: 20 acres and 3 1/2 acres - the property so sold to her - and the said purchaser are hereby subrogated to all the rights of the said

time holden, in said premises, so far as they may be paid herein, for the protection of their title; and writs of possession are awarded to put said purchasers in possession of said premises.

It is further ordered that the Clerk Cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union and Logan Counties; and also issue certificates showing cancellation of the mechanics liens held by E. Earned and Son, and to Melvin L. and Laura Johnson. And the Court coming now

the proceeds of said sales, amounting for the first tract \$821.²⁷ for the second tract, \$481.⁰⁰, for the third tract, \$675.⁰⁰ and a total \$1978.⁶⁵ it is ordered that the Sheriff, out of the said money in his hands, pay - First: To the Treasurer of Union County, Ohio, the taxes, penalty and interest against said property, to wit, the sum of \$116.²³ against the first tract, the sum of \$38.⁸⁷, against the second tract and the sum of \$39.⁸², against the third tract - and to the Treasurer of Logan County, Ohio, the taxes, penalty and interest against the third tract, viz = \$1.⁴⁷

Secondly - the costs of this action, taxed at \$94.²², to be paid as follows: ⁷/₁₀₀ out of the proceeds of the first tract, ⁴/₁₀₀ out of the proceeds of the second tract, and ⁶/₁₀₀ out of the proceeds of the third tract viz - \$40.²² \$21.²⁵ and \$33.¹⁵ respectively.

Thirdly: To the plaintiff, Edward Brown, the amount heretofore found due him, with interest, to wit, the sum of under thirty one + ⁵/₁₀₀ Dollars (\$31.⁰⁰) to be paid in the same proportion as the costs out of said proceeds - viz = \$526.⁸¹ \$573.⁶⁵ and \$431.²⁵ respectively.

Fourthly: To the defendants, E. Earned and Son the amount heretofore found due them, with interest, to wit, the sum of \$130.²⁵ to be paid out of the proceeds arising from the sale of the first tract of 38¹/₂ acres.

Fifthly: To the defendant, Richard A. Hall, the balance of the money remaining in his hands, arising from the sale of the first tract, to wit, the sum of \$7.⁴³. To the defendant, Gileca B. Hall, the balance of the money remaining in his hands, arising from the sale of the second tract, to wit, the sum of \$147.⁴¹ and to Gileca B. Hall, as Guardian of Jemoha Hall, the balance of the money remaining in his hands, arising out of the sale of the third tract of 31¹/₂ Acres, to wit, the sum of \$175.²⁷
S. J. Southard,

Approved, J. E. Griffith.

The following Order of Sale was filed the 17th day of March A. D. 1895
Order of Sale.

Order of Sale.

The State of Ohio,
Union County, S.S.

To the Sheriff of said County - Meeting.

Whereas, at a Court of Common Pleas, holden at the Court House in Mansville in said County of Union on the 29th day of January 1895 Edward Brown obtained a Judgment and Decree against Richard A. Hall, Jemoha Hall and Gileca B. Hall, for the sum of Twelve Hundred and Sixteen ²⁵/₁₀₀ (\$1216.²⁵) Dollars, and Twenty One and ²⁰/₁₀₀ Dollars (\$21.²⁰) costs of suit. And Whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Richard A. Hall Jemoha Hall and Gileca B. Hall within three days from the 29th day of

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January A. D. 1895. pay unto the said Edward Brown the said sum of Diner
 hundred and sixteen ²⁰/₁₀₀ Dollars (\$1216.²⁰/₁₀₀) with interest from the 14th day of
 January 1895; and costs of 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 3 days
 aforesaid have fully expired, and the said sum of Diner hundred and sixteen ²⁰/₁₀₀
 Dollars (\$1216.²⁰/₁₀₀) 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 and
 Logan County, Ohio to wit: Part of Virginia Military survey number 9893 for
 528 Acres. To wit: Beginning at two Beches in the east line of said survey
 No. 9893, corner to J. W. Green's land; thence with his line south 19 ¹/₂° W 211 poles
 to a stone corner to said land in the division line between Taylor and
 Mansdale - thence with said division line N. 8 ³/₄° W. 96 poles to two Beches and
 a Sugar corner to lands formerly owned by Alice Wilson thence, with a line of
 said land N. 79 ¹/₂° E 101 ³/₄ poles to a stake in the center of the East Liberty and
 Knosh Creek Road, thence with said Road. S 34° W 46 poles to a stake corner to
 John A. Greene land, thence with another line of said land N. 79 ¹/₂° E 35 ³/₄ poles
 to a Hickory Bech and Buckeye corner to said land, in the east line of said
 survey No. 9893; thence with said line S 10 ¹/₂° E 53 poles to the beginning -
 Containing Ninety (90) Acres to the same more or less - after excepting 2 ¹/₄
 Acres conveyed by Matthias Williams to John W. Green in 1858 and also
³/₄ of an Acre conveyed to the M. E. Church by the said Matthias Williams, also 1 ⁷/₁₀₀
 Acres sold to John A. Green April 7th 1893. Also 51 ¹/₂ Acres conveyed by Richard
 A. Hall to Giles B. Hall April 4th 1893, and the deed for same being recorded in
 Vol 69, Page 234 and 235 Deed Records Union County Ohio.

Second tract, situate in the County of Union State of Ohio, Military survey
 9893, bounded and described as follows. Beginning at a stake in the center
 of the dirt road leading from West Mansfield to Mount Victory and
 S. W. corner to 1 ⁵/₁₀₀ Acres sold by Richard A. Hall and wife to John A. Green
 thence N. 83° E 149 ³/₄ poles, with John A. Green's south line to a stone
 N. W. corner to Lydia B. Green's land thence, S. 7 ¹/₂° E 20 ³/₄ poles to a stake,
 thence, S. 83° W. 147 poles to a stake, thence N. 7 ¹/₄° W 4 ³/₄ poles to a stake,
 thence, S. 88° W. 18 ²/₁₀₀ poles to a stake in the center of said Mt. Victory and
 West Mansfield road, thence N. 38° E 22 ¹/₁₀₀ poles to the place of beginning
 containing 20 Acres of land.

Third tract Situated in the Counties of Logan and Union State of Ohio,
 and in military survey number 9893, and bounded and described as follows.
 Beginning at a stone formerly 2 Beches and a Sugar, in the east line of
 J. D. and J. B. Cuthbert's land and S. W. corner to Amanda Rosbrooks land, thence,
 N. 83° E 102 ¹/₁₀₀ poles crossing Boker Creek and the Union and Logan County
 line to a stake in the dirt road leading from West Mansfield to Mt. Victory
 and S. E. corner to James L. Wilson's land thence, S. 38° W. 118 ³/₁₀₀ poles with
 said road to a cross in the bridge across Boker Creek and about 8 feet
 North of the center of said Bridge. Thence N. 48° W. 65 poles to a stake on
 the north bank of said creek, thence N. 54 ¹/₄° W. 19 poles to a stake in the
 East line of J. D. and J. B. Cuthbert's land, thence N. 4 ³/₄° W. 68 ¹/₁₀₀ poles to the
 place of beginning containing 31 ³/₁₀₀ Acres. Appraise, Advertise and sell
 the three parts separately.

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 Mansville Ohio this 4th day of February A.D. 1895:

J. N. Howell Clerk.

Sheriff's Return.

The State of Ohio.

S.S.

Union County.

Sheriff's fees	\$ 9.	Received this writ the 4 th day of February A. D. 1895;
Service	25	I called an inquest of John A. Green, Ellis Green
Lawyer	25	S. P. Elliott. three disinterested freeholders and residents of the
Sum Appraisers	20	County, and caused the within described real estate to be duly
Swearing	25	appraised on their oaths: they on the same day returned to
Commission	1 00	me an estimate of the value thereof (Doubt: \$2880. ⁰⁰) under
Writing Appraisers	25	their hands and sealed a copy of which I forthwith deposited
Copy of	25	with the Clerk of the within named Court.
Notice to Printers	25	Thereupon I caused public notice of the time and place of
Affixing to	25	sale of real estate to be given for more than thirty days.
Writing Notice	25	Notice: five consecutive weeks before the day of sale by
Mileage	4 00	advertisement in the Mansville Tribune a newspaper
Poundsage	24 87	printed in said Union County, and of general circulation
Return	25	therein, as will appear by a copy of said advertisement

\$33 32

Appraisers fees \$ 00

And on the 9th day of March A.D. 1895 at the door of the Court House, in Mansville Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public Auction; and then and there struck off and sold the same to 1st tract to Willie Barnard for \$821.⁹⁷ 2nd tract sold to Gilca B. Hall, for \$481.⁰⁰ 3rd tract sold to Gilca B. Hall for \$675.⁶⁷ for the sum of Nineteen hundred seventy eight dollars and sixty five cents (\$1978.⁶⁵) they being the highest bidders therefor, and the sum bid being more than two-thirds of the appraised value.

Wm. G. Snodgrass Sheriff.

And said sum being more than two-thirds of the appraised value thereof, and said S. J. Southard and Gilca B. Hall being the highest and best bidders therefor, I then and there publicly sold and struck off said lands and tenements to them for said sum of \$1878.⁶⁵ Dollars.

Wm. G. Snodgrass Sheriff.

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The following Proof of Publication was filed the 11th day of March A.D. 1895.
Sheriff: Sale. J. E. Griffith, Attorney.

Edward Brown,
V.S.
Richard A. Hall et al.

An Order of Sale.
Court of Common Pleas.
Union County Ohio.

By virtue of the above stated writ so 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 9th, 1895 at or about the hour of one o'clock P.M. on said day the following described real estate, to wit:

Situated in the Township of Washington, Union and Logan Counties, State of Ohio, and bounded and described as follows: Part of Virginia Military Survey No. 9893 for 628 Acres to wit: Beginning at two beches in the east line of said Survey No. 9893, corner to J. M. Green's land; thence with his line south 97 1/2 west 211 poles to a stone corner to said land in the division line between Taylor and Ransdahl; thence with said division line north 8 3/4 west 96 poles to two beches and a sugar corner to lands formerly owned by Alice Wilson; thence with the line of said land north 78 1/2 east 101 3/4 poles to a stake in the center of the East Liberty and Bush Creek road; thence with said road south 34 west 46 poles to a stake corner to John A. Green's land; thence with a line of said land south 86 1/2 east 42 1/2 poles to three beches; thence with another line of said land north 79 1/2 east 95 2-10 poles to a hickory, beech and buckeye corner to said land in the east line of said Survey No. 9893; thence with said line north 102 east 63 poles to the beginning, containing 90 Acres, more or less, after excepting 2 1/4 Acres conveyed by Matthias Williams to John W. Green in 1858, and also three fourths of an Acre conveyed to the M. E. Church by said Matthias Williams, also excepting 1 65-100 Acres sold to John A. Green, April 4th, 1893. Also 51 1/2 Acres conveyed by Richard A. Hall and wife to Gilea B. Hall, April 4th, 1893. The deed for the same being recorded in Volume 69 Pages 234 and 235 Deed Record of Union County, Ohio, leaving 38 1/2 Acres appraised at \$32.00 per acre.

Second Tract: Situated in the County of Union, State of Ohio, in Military Survey No. 9893, and bounded and described as follows: Beginning at a stake in the center of the dirt road leading from West Mansfield to Mount Victory and south west corner to one and eighty five hundredths (1) 1/2 Acres sold by Richard A. Hall and wife to John A. Green's line to a stone with west corner to Lydia F. Green's land; thence south 7 1/2 east 20 1/2 poles to a stake; thence south 83 west 147 poles to a stake; thence north 7 1/2 west 4 1/2 poles to a stake; thence south 83 west 18 1/2 poles to a stake in the center of said Mt. Victory and West Mansfield road; thence north 38 east 22 1/2 poles to the place of beginning, containing 20 Acres of land. Appraised at \$32.00 per acre.

Third Tract: Situated in the Counties of Logan and Union, State of Ohio, and in Military Survey No. 9893 and bounded and described as follows: Beginning at a stone, formerly two beches and a sugar, in the east line of J. D. and J. B. Guthrie's land and south west corner to Amanda Kestbrook's land; thence north 83 east 102 1/2 poles crossing Bohak Creek and the Union and Logan County line to a stake in the dirt road leading from West Mansfield to Mt. Victory and south east corner to James L. Wilson's land; thence south 38 west 118 1/2 poles with said road to a cross in the bridge across Bohak Creek and about 8 feet north of the center of said bridge; thence north 48 west 65 poles to a stake on the north bank of said creek; thence south 36 3/4 west 3 poles to a stake on the south bank of said creek; thence north 54 1/4 west 19 poles to a stake in the east line of J. D. and J. B. Guthrie's land; thence north 4 3/4 west 65 1/2 poles to the place of beginning containing 31 1/2 Acres. Appraised at \$32.00 per acre. Each tract will be sold separately. Let 6th 1895. James Cash, Sheriff of Union Co. O.

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 newspaper of general circulation in the County of Union, the first publication beginning with February 6th 1893.

W. Q. Stearns.

Sworn to and subscribed before me, this 11th day of March 1893.

Reinolds Cross, 934²

J. N. Maxwell, Clerk.

Sheriff's Land

The following Sheriff's Land Appraisal was filed the 6th day of February A.D. 1893.

Sheriff's Land Appraisal

Appraisal

Mr. the undersigned, disinclined freeholders and residents of the County of Union and State of Ohio having been duly summoned and sworn by William K. Snodgrass, Sheriff, in and for said County, impartially to appraise upon actual view the following described Lands and Tenements to-wit:

Situated in Union and Logan Counties Ohio Part of Virginia Military Survey number 9893 for 628 Acres to-wit: Beginning at two Beches in the East line of said survey No 9893 corner to J. W. Greene land thence with his line south 97 1/2° N. 211 poles to a stone corner to said land in the division line between Taylor and Ramsdell thence with said division line N. 8 3/4° W. 96 poles to two Beches and a sugar corner to lands formerly owned by Alice Wilson thence with the line of said land N. 79 1/2° E. 101 3/4 poles to a stake in the center of the East Liberty and Rush Creek Road thence with said Road S. 34° W. 46 poles to a stake corner to John A. Greene's land thence with a line of said land S. 86 1/2° E. 42 1/2 poles to three Beches thence with another line of said land N. 79 1/2° E. 95 3/4 poles to a Hickory, Beech and Buckeye corner to said land in the East line of said survey No 9893. thence with said line S. 10 1/2° E. 53 poles to the beginning containing 90 acres more or less after excepting 2 1/4 Acres conveyed by Matthias Williams to John W. Green in 1858 and a 3/4 of an acre conveyed to the M. E. Church by said Matthias Williams also excepting 1 1/2 Acres sold to John A. Green, April 4th 1893 also 5 1/2 Acres conveyed by Richard A. Hall and Wife to Gilca. B. Hall April 4th 1893 the deed for the same being Recorded in Vol 69 Page 234 and 235 Deed Record of Union County Ohio.

2nd

Situated in the County of Union State of Ohio in Military Survey No 9893. and bounded and described as follows Beginning at a stake in the center of the dirt road leading from West Mansfield to Mount Victory and S. W. corner to one + 6/10 Acres sold by Richard A. Hall and Wife to John A. Green thence N. 83° E. 149 3/4 poles with John A. Green's line to a stone N. W. corner to Lydia G. Green's land thence S. 7 1/2° E. 25 3/4 poles to a stake thence S. 83° W. 147 poles to a stake thence N. 7 1/4° W. 4 1/4 poles to a stake thence S. 83° W. 18 2/10 poles to a stake in the center of said Mount Victory and West Mansfield road thence N. 38° E. 22 1/10 poles to the place of beginning containing 20 acres of land.

3rd

Situated in the Counties of Logan and Union, State of Ohio and in Military Survey No 9893 and bounded and described as follows Beginning at a stone formerly two Beches and a Sugar in the East line of J. D. and J. B. Cutbush's land and S. W. corner to Amanda Restorick's land thence N. 83° E. 102 1/10 poles crossing Boker's Creek and the Union and Logan County line to a stake in the dirt road leading from West Mansfield to Mount

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said Creek thence S 36 3/4° W. 3 poles to a stake on the south bank. thence N. 54 1/2° W
19 poles to a stake in the East line of J. D. and J. B. Cuthberts land thence N 4 3/4° W. 65 1/10
poles to the place of beginning containing 31 5/10 Acres.

The State of Ohio, Union County, ss:
I hereby Certify, that the within named Appraisers, John
A. Green Ellis Green L. E. Elliott are freeholders and residents of said County
and were duly summoned and sworn by me to appraise the within described
premises, this 5th day of February A. D. 1895.
Wm E. Snodgrass, Sheriff.

Afterward on the 29th day of January A. D. 1895 an Entry was made on the Journal
by the Clerk of the Court:

Entry
No. 6812

Edmund Brown Plaintiff } In the Court of Common Pleas.
v. s. } Union County Ohio.
Richard A. Hall et al. Defs. } Entry.

This day this cause came on to be heard by the Court
upon the Petition of the Plaintiff the Demurrer of A. Garwood and Son and the
demurrer of Richard A. Hall, to the second cause of action in Plaintiffs Petition.
The answer and cross petition of Richard A. Hall, the answer and cross petition
of A. Garwood and Son, the answer and cross petition of John A. Green, the
answer of Gilca B. Hall and Jennie B. Hall to Plaintiffs Petition, the answer of
Gilca B. Hall to cross petition of A. Garwood and Son, the reply of Jennie B. Hall
and Gilca B. Hall to answer of Richard A. Hall, and the evidence, and in
consideration whereof the Court finds

First, that said Demurrers are not well taken and are overruled,
Second, that all of the Defendants have been duly served with summons and
that the Defs Melvin L. Johnson and Laura Johnson are in default for answer or
demurrer, and that the allegations of the petition of Plaintiff and answer of A
Garwood and Son and answer of and cross petition of John A. Green are
confessed by them to be true.

Third: that there is due the Plaintiff from the Defendants Richard A. Hall
Gilca B. Hall and Jennie B. Hall, in the proportions hereinafter set out, on the
promissory note and interest Coupon note, set forth in the petition
including the Attorneys fees asked for and with interest to the first day
of this term to wit: January 14th 1895: the sum of Two hundred and sixteen
and 2/10 Dollars (\$216.26) the Court further finds that in order to secure the
payment of said notes and Attorneys fees, the Defendants Richard A. Hall and
Jennie B. Hall his wife executed and delivered to Joseph J. Dickinson who sold
and assigned to Plaintiff their certain mortgage as in the petition described
and on the premises therein described: that said mortgage was duly
recorded in Book 28, Page 112 of the Record of Mortgages of Union County
Ohio, and in Book 17 Page 438 of the Records of Mortgages of Logan County
Ohio, and is a good, valid, and subsisting first lien except Taxes, on
the premises described in the petition, and that the conditions in
said mortgage have been broken.

Fourth: The Court finds that there is due from the Defendant

Richard A. Hall to the Defendants S. Earnest and Son the sum of One hundred and twenty nine $\frac{6}{100}$ Dollars (\$129.06) with interest from the first day of this term to wit: January 14th 1895. And that said defendants have a valid and subsisting lien on the thirty eight and one half Acre more or less belonging to Richard A. Hall on account of the materials furnished and labor performed as set forth herein, by reason of the Mechanics lien described therein and recorded in Mechanics Lien Book No 4 Pages 24, 25 & 26, of Union County Ohio. And that said S. Earnest and Son are entitled to have the said lien enforced as against the 38 $\frac{1}{2}$ Acres of Richard A. Hall but not upon the lands of any of the other defendants.

Fifth: And the Court further finds from the evidence that the allegations in the answer of Richard A. Hall as to the agreement between him and his Co-Defendant Jennie Hall that said Defendants were to release to each other all their respective rights in each others land "are true. That under that contract they severally took possession of their respective portions of said estate, in consideration whereof the Court finds that their several interests in each others land are equal and have been released to each other and in equity neither has any right or interest in the lands of the other or any part thereof, and that neither of them is entitled to any of the proceeds arising from the sale of the others lands.

Sixth: The Court finds that the allegations in the answer and cross petition of John A. Green are true. That said Green purchased the lands described in his answer and cross petition subject to said mortgage, but that he paid therefor a full price. That the equities of the case are against all, but Plaintiff, are with him, and decrees that his lands so purchased be not ordered, appraised, advertised, nor sold until all the other lands in said petition described be wholly exhausted.

Seventh: The Court further finds that Jennie Hall and Gilca B. Hall, in their deeds, took their respective lands described in their respective answers, subject to said mortgage to Plaintiff, and that they agreed to pay their respective portions of the same, and as between Richard A. Hall, Jennie Hall and Gilca B. Hall, the equities as to said mortgage are equal. Wherefore the Court orders and decrees that the amount heretofore found due plaintiff or paid by said last named Defendants in proportion to the present value of their respective lands, which amount the Court finds as follows: Five hundred and twenty $\frac{29}{100}$ (\$520 $\frac{29}{100}$) Dollars by Richard A. Hall, Four hundred and twenty five $\frac{69}{100}$ (\$425 $\frac{69}{100}$) Dollars, by Jennie Hall, and Two hundred and seventy $\frac{28}{100}$ (\$270 $\frac{28}{100}$) Dollars, by Gilca B. Hall.

Eighth: The Court also judges, and decrees, that the Taxes assessed on the several tracts of land belonging to the three last named defendants with interest be paid out of the proceeds of each tract respectively. It is therefore considered by the Court, that the Plaintiff recover from the defendant Richard A. Hall the said sum of \$520.29 and his share of the costs which is $\frac{7}{100}$ of the entire costs, and recover from the defendant Jennie Hall the said sum of \$425.69 and her share of the costs which is $\frac{63}{100}$ of the entire costs, and recover from the defendant Gilca B. Hall the said sum of \$270.28 and her share of the costs which is $\frac{70}{100}$ of the entire costs, and that the defendant S. Earnest and Son recover of the Defendant Richard A. Hall, the sum of One hundred and twenty nine $\frac{6}{100}$ (\$129.06) Dollars, after the payment out of the proceeds of the sale of said 38 $\frac{1}{2}$

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Acres belonging to said Richard A. Hall of his Taxes, his share of the costs
 And the \$5²⁰.29 heretofore found due plaintiff with interest from said first
 day of this term, and it is further ordered, adjudged and decreed, that unless
 Defendants Richard A. Hall, Jerusha Hall and Gilca B. Hall, shall within three
 days pay a cause to be paid to the Clerk of this Court the costs of this case, and to
 the plaintiff herein the sums so found due him as aforesaid with interest from
 the 14th day of January 1895, at 8 per cent on all but \$55⁰⁰ + 60¢ on that and that
 unless said Richard A. Hall shall pay to said G. Samuelson the said sum of
 \$129.06 heretofore found due them with interest from January 14th, 1895 the
 Equity of redemption of Richard A. Hall, Jerusha Hall and Gilca B. Hall and
 each of them be foreclosed and said premises be sold in separate tracts 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 as a fore
 directed, and report his proceedings to this Court for further order.

Approved,

G. Samuelson

J. E. Griffith

Attorn

J. N. Fosmire

Clerk



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Place 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 by 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 five.

Be it remembered that heretofore on the 15th day of December A.D. 1895. Geo B. Hamilton filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Levi Stimmel et al. To wit:

Petition No. 6840.

George B. Hamilton, Plaintiff, } In Court of Common Pleas, }
V. s. } Union County Ohio. }
Levi Stimmel, Lizzie M. Stimmel, } Petition. }
Annie Triplett, Defendants. } Concurrence and Equitable Relief Asked. }

First Cause of Action:

The defendant Levi Stimmel is indebted to Plaintiff in the sum of One Hundred and Ninety and ²/₁₀₀ Dollars with six per cent interest thereon from the first day of April, 1890. And six per cent interest on \$34 ³/₁₀₀ of said interest from April 1st 1893 upon a certain promissory note of which the following is a true copy.

\$120 ⁶²/₁₀₀ }
Richwood, O. April 1st 1890.
Five years after date I promise to pay to Ann & Grady, or bearer, One Hundred and Ninety and ²/₁₀₀ Dollars at Bank of Richwood, value received, with interest at 6 per cent.

Levi Stimmel

There are no credits or indorsements on said note, and Plaintiff is the legal owner and holder thereof for value.

Second Cause of Action:

The defendant Levi Stimmel is indebted to Plaintiff in the further sum of One Hundred and Ninety and ²/₁₀₀ Dollars with six per cent interest thereon from April 1st 1890. And six per cent interest on \$40 ²/₁₀₀ of said interest from April 1st 1894 upon a certain other promissory note of which the following is a true copy.

\$190 ²/₁₀₀ }
Richwood, O. April 1st 1890.
Four years after date I promise to pay to Ann & Grady, or bearer, One Hundred and Ninety and ²/₁₀₀ Dollars at Bank of Richwood value received with interest at 6 per cent.

Levi Stimmel

There are no credits or indorsements upon said note, and Plaintiff is the legal owner and holder thereof for value.

Third Cause of Action:

At the time of delinquent said notes and to secure the payment of the same, the defendants Levi Stimmel and Lizzie M. Stimmel duly executed and delivered to the payee said Ann & Grady their mortgage deed, conveying the following described real estate, situate in the Township of Leeburg, in the County of Union and State of Ohio, and in Virginia Military Survey No 5586. Beginning at a white Oak and Spruce south west corner to the original Survey No 5586; thence N 7° E 81 poles to a Beech; thence S. 88° E 136 poles to a white Oak stake; thence S. 72 N. 75 poles to a Sugar Tree; thence N. 83° W. 136 poles to the place of beginning containing sixty five acres, more or less. - but subject to the

Summons No 6840.

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conditions made by Samuel M. Brainty with the School Trustees for one fourth (1/4) of an acre of said land for school purposes. Said mortgage was conditioned that if said Levi Stimmel should sell and truly pay or cause to be paid punctually when due said notes and two other notes of same date and amount due in one and two years from date, then said mortgage was to be null and void. Said defendant has paid the two notes due in one and two years from date, but has failed to pay or cause to be paid the notes herein above set forth. On the second day of April, 1890, at 7:30 O'clock A.M. said mortgage was duly left for record at the Recorder's Office of Union County Ohio and was by him duly recorded in Book No. 28 at page 449, in Union County Record of mortgages. Said Ann & Grady duly assigned to Plaintiff all of said notes, together with said mortgage securing them on April 24th 1890. The defendant Lizzie M. Stimmel is the wife of the defendant Levi Stimmel, and was at the time of the execution of said mortgage, and joined with him therein and specifically released her right and expectancy of dower in said premises therein. The defendant Annie Triplett claims one third or interest in said premises, but Plaintiff denies said claim, and asks that he may be compelled to set the same up, or be forever cut off from asserting the same.

Wherefore Plaintiff asks judgment against the defendant Levi Stimmel for the sum of Three Hundred and Eighty one and 24/100 Dollars with six per cent interest thereon from April 1st 1890, and interest on \$34.81 from April 1st 1893, and interest on \$45.75 from April 1st 1894, and that said premises may be sold and the proceeds applied to the payment of said judgment, and for all proper equitable relief.

J. C. Miller, Attorney for Plaintiff.

State of Ohio, Union County, ss.

George B. Hamilton 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 pleading are, as he verily believes true.

George B. Hamilton.

Subscribed and sworn to before me this 14th day of December, 1894.

Notary Fee 40¢

George Smith,

Notary Public.

The following summons was filed the 19th day of December A.D. 1894

Summons

The State of Ohio.

To the Sheriff of said County:

Union County, ss.

You are hereby commanded to notify Levi Stimmel and Lizzie M. Stimmel that they have been sued by Geo. B. Hamilton in the Court of Common Pleas of Union County, and must answer by the 12th day of January A.D. 1895, or the 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 December 1894. Witness my hand and the seal of said Court, this 15th day of December A.D. 1894.

J. A. Gosnell, Clerk.

The State of Ohio.

Sheriff's Return.

County.

Summons No. 6840.

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Sheriff's Fee	\$	9.
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Received this writ December 17th A.D. 1894. at 9 o'clock A.M. and served same by handing a true copy of this writ with the indentments thereon to Lizzie Stimmel personally and to Levi Stimmel by leaving a copy at his usual place of residence on the 18th day of December 1894.
 Wm. E. Snodgrass Sheriff.

The following Answer and Cross Petition of Anna M. Triplett was filed Dec 28th 1894.

Answer
 Cross
 Petition
 Anna M.
 Triplett.

Geo. B. Hamilton, Plaintiff. } In Common Pleas Court
 v. s. } Union County Ohio.
 Levi Stimmel et al. Defs. } Answer and Cross-petition.

Now come the defendant Anna M. Triplett and says that on the 28th day of December 1887. Ann E. Grady and J. P. Grady her husband, to secure their joint promissory note, that day executed and delivered to this defendant by them, calling for sixteen hundred dollars due in three years from said date with eight per cent interest thereon from said date payable annually, did convey the premises in the petition described to this defendant by mortgage, which deed of mortgage was on the 24th day of January, 1888. at 9 o'clock A.M. duly filed for record with the Recorder of Union County, Ohio and was by him on the 27th day of January 1888. duly recorded in Volume 25. at Page 292, of mortgage records of said County, and that said mortgage at the time it was filed for record as aforesaid became and still is a valid and subsisting first lien on said premises. Said Ann E. Grady and J. P. Grady by deed dated March 12th 1890. conveyed said premises to the defendant, Levi Stimmel, who as part purchase money therefor assumed and agreed to pay this defendant's said mortgage. Payments have been made on said note, secured by said mortgage, as follows: On December 23rd 1888. interest was paid to that date; on February 27th 1890. \$128⁰⁰ interest was paid; on May 6th 1891 \$128⁰⁰ interest was paid; on February 3rd 1892. \$128⁰⁰ interest was paid; on January 8th 1893. \$128⁰⁰ interest was paid; Wherefore Plaintiff claims interest on each of said payments from the 28th day of December next previous to the date it was made, being the time it was due, until the time it was paid; and sixteen hundred dollars with 8% interest thereon from December 28th 1892. And interest on \$128⁰⁰ from December 23rd 1893. And interest on \$128⁰⁰ from December 23rd 1894. And prays that said premises may be sold and her said claim first satisfied out of the proceeds thereof. And for all proper equitable relief.

J. F. Millar.
 Atty for Anna M. Triplett.

State of Ohio Union County ss.
 J. F. Millar, being first duly sworn, says that the above answering defendant is a non resident of Union County, and that he is her Attorney of record duly authorized in the premises and that the facts stated and allegations made in the foregoing pleading are as he verily believes true.
 J. F. Millar.

Notion.

Affidavit.

Entry

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mass Sheriff.
Dec 28th 1894.

Motion

Sworn and subscribed to before me this 28th day of December, 1894.

The following Motion was filed the 26th day of January A.D. 1895.
J. F. Miller Clerk.

George B. Hamilton Plaintiff. }
V.S. } In Court of Common Pleas
Levi Stimmel et al. Defs } Union County Ohio.
Motion for an Interlocutory Injunction.

Now comes the Plaintiff and moves the Court to grant an interlocutory injunction in this action restraining the defendants Levi Stimmel and Lizzie M. Stimmel from cutting any timber growing upon the premises herein sought to be sold, from taking from or damaging any building or fence thereon, and from committing or permitting any damage or waste whatever thereupon or connected therewith, until the final hearing of this action.

J. F. Miller
Att'y for Plf.

The following Affidavit was filed the 26th day of January A.D. 1895.

Affidavit

George B. Hamilton, Plaintiff. }
V.S. } In Court of Common Pleas
Levi Stimmel et al. Defs. } Union County Ohio.
State of Ohio Union County, S.S. } Affidavit to secure an Injunction.

The Plaintiff in the above entitled action George B. Hamilton, being first duly sworn, deposes and says that on the day of January, 1895, since the commencement of this action, the defendants Levi Stimmel and Lizzie M. Stimmel sold and conveyed about sixty acres of their land, and Affiant has reasons to believe that said sale was for the purpose of preventing his judgment sought herein from attaching as a lien thereon; that defendants have placed the proceeds of said sale beyond the reach of execution or proceedings in aid thereof; that they have no other real estate except that sought to be sold herein; that said lands so sought to be sold is of the amount of about sixty six acres, and has been appraised at \$35⁰⁰ per acre in the proceedings herein, and is encumbered to the extent of about \$1900⁰⁰ in liens prior to this Affiant's claim, which amounts to about \$500⁰⁰; and that on the 23rd day of January, 1895, and at various other times since the commencement of this action the said defendants wrongfully permitted and procured to be cut down off said premises and carried away therefrom valuable timber then growing thereon; that they own very little personal property and are insolvent; and further Affiant saith not.

George B. Hamilton

Subscribed and sworn to before me this 24th day of January, 1895.

J. F. Miller, Notary Public.

The following Entry was filed the 26th day of January A.D. 1895.

Entry

George B. Hamilton Plaintiff. }
V.S. } In Court of Common Pleas
Levi Stimmel et al. Defendants. } Union County Ohio.
Entry }
On motion of the Plaintiff by his Attorney, and good cause being shown therefor, it is ordered that, on an undertaking being given in the sum of \$300⁰⁰ with sureties to the

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Appoval of the Clerk, an injunction be allowed to issue herein, enjoining the defendants Levi Stimmel and Lizzie M. Stimmel from cutting or injuring any growing timber upon the premises herein sought to be sold, and from taking from or damaging any building or fence thereon, and from committing or permitting any damage or waste, whatever thereupon or connected therewith, until the further order of the Court.

John A. Price, Judge.

The following Undertaking by Plaintiff for Injunction was filed Feb. 25, 1895.

Undertaking
By Plaintiff }
for }
Injunction }
The State of Ohio, }
Union County, S.S. }
Court of Common Pleas.

George B. Hamilton, Plaintiff.

vs.
Levi Stimmel, Lizzie M. Stimmel, Defs.

We bind ourselves to the said Defendants Levi Stimmel and Lizzie M. Stimmel in the sum of Three Hundred Dollars that the Plaintiff Geo. B. Hamilton shall pay to the 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 25th day of January 1895.

R. M. Bruce.

W. L. Hoopes.

This undertaking approved by me this 25th day of January 1895.

J. A. Howell, Clerk of said Court.

The following Entry was filed the 14th day of January A. D. 1895.

Entry
Geo. B. Hamilton, Plaintiff. }
vs. }
Levi Stimmel et al. Defendants. }
Court of Common Pleas.
Union County Ohio.
Entry Jan-14th 1895.

This 14th day of January A. D. 1895 this cause came on to be heard upon the petition of the Plaintiff and the Answer and Cross Petition of the defendant Anna M. Triplett and was argued by counsel; upon consideration whereof and being duly advised in the premises, the Court do find that the defendants Levi Stimmel and Lizzie M. Stimmel have been duly served with summons in this action and that they are in default for answer and demurrer and thereby confess the allegations in said petition to be true. And the Court do further find that there is due to said Plaintiff from the defendant Levi Stimmel upon the promissory notes set up in the petition the sum of \$496.⁰⁰ And the Court do further find that in order to secure the payment of said promissory notes the said defendants Levi Stimmel and Lizzie M. Stimmel executed and delivered their mortgage deed upon the premises described in the Petition; that said mortgage deed was duly filed for record with the

Order of Injunction.

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Recorder of Union County Ohio, on the second day of April 1890 at 7:30 o'clock A.M. and was by him duly recorded in Book No 23 at page 449 in Union County Records of Mortgages, and that said mortgage is a valid and subsisting lien upon said premises described in the petition and that the condition of said mortgage has been broken, and that by reason thereof the Plaintiff is entitled to have the equity of redemption of said defendants in said real estate foreclosed - And the Court do further find that there is due the defendant Anna M. Triplett upon her note and mortgage set up in her answer and cross petition herein the sum of \$1874 ⁷⁷/₁₀₀ with interest at 8% payable annually, and that said mortgage was executed, delivered, filed and recorded as stated in said Pleading, and is a valid and subsisting first lien upon the premises described in Plaintiff's petition and that the condition of said mortgage has been broken and that said defendant Anna M. Triplett is entitled to the right to foreclose said mortgage. It is hereby considered and adjudged that Plaintiff recover from said defendant Levi Stimmel the sum of \$496 ⁷⁷/₁₀₀ and costs of this action, and that said defendant pay or cause to be paid to the Clerk of this Court, within three days from the date of this entry, said sum with interest thereon from this date and costs herein expended, and upon his default in so doing it is decreed that an order issue to the Sheriff of Union County, Ohio, commanding him to appraise, advertise and sell the premises described in the petition as upon execution at law, and that said Sheriff bring in to this Court the proceeds of such sale to abide its further order thereon.

The following order of Injunction was filed the 25th day of February A.D. 1895.
 Order of Injunction.

Order of Injunction.

The State of Ohio }
 Union County } Court of Common Pleas of said County.

Geo B. Hamilton Plaintiff.
 vs.
 Levi Stimmel et al Defendants.

Do the said Defendants Levi Stimmel, Lizzie M. Stimmel, By order of this Court made this 25th day of January 1895, as appears by the Journal of said Court, you are enjoined from cutting or injuring any growing timber upon the premises herein sought to be sold, and from taking from or damaging any building or fence thereon, and from committing or permitting any damage or waste whatever thereupon or connected therewith, until the further order of this Court.

John A. Price, Judge.
 Witness my signature and the seal of said Court, this 25th day of January A.D. 1895.
 J. N. Kosnett, Clerk.

Sheriff's Fee	\$	40
Service		40
Mileage	2	56
Copies		40
Return		20
Total	\$	88 61

Received this writ January 25th 1895 and on the 25th day of January 1895 served the same by delivering a true copy of this writ with the indorsements thereon to Lizzie M. Stimmel personally and to Levi Stimmel by leaving a copy at his usual place of residence.

Wm L. Snodgrass Sheriff.

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The following Procs of Publication was filed the 23rd day of February, 1895.
Sheriff's Sale.

Procs of Publication

George B. Hamilton, }
vs. } An Order of Sale.
Levi Simmel, et al. } Court of Common Pleas, Union County Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, February 23rd, 1895, at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit:
Sited in the Township of Leosburg, County of Union, and State of Ohio, and bounded and described as follows: in Virginia Military Survey No 5586, Beginning at a White Oak and Hickory south west corner to the original survey No. 5586, thence north 7 degrees east, 81 poles to a Buck, thence south 83 degrees east, 136 poles to a White Oak stake, thence south 7 degrees west, 75 poles to a Sugar Tree, thence north 83 degrees west, 136 poles to the place of beginning.

Containing sixty-five Acres more or less but subject to the conditions made by Samuel M. Bradley with the school trustees for (4) one fourth of an acre of said land for school purposes. Appraised at \$85 per acre.

J. E. Miller, Attorney.

Wm. H. Snodgrass, Sheriff Union County Ohio

Affidavit of Publication.

Affidavit of Publication

The State of Ohio, Union County, S.S.

I Geo. W. Worden, publisher, being duly sworn, say that the notice hereto attached was published in the Trichwood Gazette on the 24th day of January, 1894, and continued therein five consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Worden.

Sworn to and subscribed before me this 22nd day of February, 1895.

Printer Geo. S. L. C.

J. E. Miller, Notary Public

Sheriff's Land Appraisal

The following Sheriff's Land Appraisal was filed the 23rd day of February 1895.

We the undersigned, disinterested freeholders and residents of the County of Union, and State of Ohio, having been duly summoned and sworn by William H. Snodgrass, Sheriff in and for said County, impartially to appraise, upon actual view, the following described lands and tenements, to-wit:
Sited in the Township of Leosburg in the County of Union and State of Ohio, and in Virginia Military Survey No 5586.

Beginning at a White Oak and Hickory south west corner to the original survey No 5586, thence N. 72° E. 81 poles to a Buck, thence S 83° E 136 poles to a White Oak stake thence S 12° W. 75 poles to a Sugar Tree thence N. 83° W. 136 poles to the place of beginning containing sixty five Acres more or less, but subject to the conditions made by Samuel M. Bradley with the School Trustees for one fourth (1/4) of an acre of said land for school purposes. To be sold on an Order of Sale issued from the Court of Common Pleas of said County, in the action of George B. Hamilton Plaintiff against Levi Simmel Defendant, do forthwith, after actual view of said premises, make return and say that same are of the real value in money of thirty five Dollars per acre.

Given under our hands and seals, this 18th day of January A. D. 1895
 J. B. Tucker. Seal
 Wm. R. Post. Seal
 E. E. Gruchwater. Seal

The State of Ohio, Union County, S.S.
 I hereby certify, that the within named appraisers, A. B. Tucker, Wm. R. Post, & E. E. Gruchwater are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 18th day of January A. D. 1895.

Wm. E. Snodgrass, Sheriff.

The following Order of Sale was filed the 27th day of February A. D. 1895:

Order of Sale.

The State of Ohio,
 Union County, S.S.

To the Sheriff of said County - Greeting.

Whereas, at a Court of Common Pleas, holden at the Court House in Mansville in said County of Union on the 14th day of January 1895, Geo. B. Hamilton obtained a Judgment and Decree against Levi Stimmel for the sum of Four Hundred and Ninety Six ^{and} ^{no} Dollars, and Ten ^{and} ^{no} Cents, costs of suit; And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Levi Stimmel, within three days from the 14th day of January A. D. 1895 pay unto the said Geo. B. Hamilton the said sum of Four Hundred and Ninety Six ^{and} ^{no} Dollars with interest from the day of 188 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 three days aforesaid have fully expired, and the said sum of Four Hundred and Ninety Six ^{and} ^{no} Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise, and sell according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, to wit: Situate in the Township of Leesburg, in the County of Union, and State of Ohio, and in Virginia Military Survey No. 5586:

Beginning at a White Oak and Hickory southeast corner to the original survey No. 5586; thence N. 72° E 81 poles to a Rock; thence S. 83° E 136 poles to a White Oak stake; thence S. 72° W. 10 poles to a Sugar Tree; thence N. 83° W. 136 poles to the place of beginning - Containing Eighty five Acres more or less - but subject to the conditions made by Samuel W. Bealmy with the School Trustees for one fourth (1/4) of an acre of said land for School purposes.

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 Mansville this 17th day of January A. D. 1895;

J. W. Howell, Clerk.

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Sheriff's Return

The State of Ohio.

Union County, S.S.

Sheriff's Fees	\$ 7	Received this writ January 17 th A. D. 1895 and on the
Service	25	18 th day of January A. D. 1895 I called an ingenuit of A
Copy	25	B. Stricker, Wm R. Post ^{Em} & E. Frohman three disinterested
Sum Appraisers	1 25	freeholders and residents of the County, and caused the
Swearing "	25	within described real estate to be duly appraised on their
Commission "	1 50	Oaths: they on the same day returned to me an estimate
Writing Appraisal	25	of the value thereof (to wit) \$2275 ⁰⁰ / ₁₀₀ under their hands and
Copy of "	25	seals, a copy of which I forthwith deposited with the Clerk
Notice to Deeds	25	of the within named Court.
Affidavit to "	25	Thereupon I caused public notice of the time and place of
Writing Notice	25	sale of said Real Estate to be given for more than thirty
Mileage	1 76	Days, (to wit: five consecutive weeks) before the day of sale
Poundage	24 93	by advertisement in the Richmond Gazette a newspaper
Return	25	printed in said Union County, and of general circulation
Total	\$31 16	therein, as will appear by a copy of said advertisement

been attached. And on the 23rd day of February A. D. 1895 at the door of the Court House, in Mansville Ohio, at the hour of 1 O'clock P. M. of said day, the time and place of sale specified in said notice, I offered the within described Real Estate at public Auction: and then and there struck off and sold the same to George B. Hamilton for the sum of nineteen hundred and ninety two dollars and twenty five cents (\$1992 ²⁵/₁₀₀) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Wm G. Snodgrass Sheriff.
 And said sum being over two-thirds of the appraised value thereof, and said George B. Hamilton being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$1992 ²⁵/₁₀₀ Dollars.
 Wm G. Snodgrass Sheriff.

Afterward on the 11th day of March A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Geo. B. Hamilton Plf. } In Court of Common Pleas.
 V. s. } Union County Ohio.
 Geo. Dimmet et al Defs. } Entry.

Entry
 N. 6845

On motion of the Plaintiff and the Defendant Anna M. Triplett, and on their producing the return of the Sheriff of the sale made under the former order of this Court: and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, George B. Hamilton, by deed, according to law, the property so sold: and the said purchaser is hereby subrogated to all the rights rights of the said lien holder in said premises, so far as they may be paid herein, for the protection of his title: and a writ of possession

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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. And the Court coming now to distribute the proceeds of said sale amounting to Nineteen hundred and ninety two ²⁵/₁₀₀ (\$1992 ²⁵/₁₀₀) dollars, it is ordered that the Sheriff out of the money only in his hands pay -
 First: To the Treasurer of this County all taxes and assessments that are now a lien upon said premises, to wit the sum of \$36 ⁰⁰/₁₀₀
 Secondly: To the costs in this action, taxed at \$63 ⁰⁰/₁₀₀
 Thirdly: To the defendant Anna M. Triplett the amount heretofore found due her, with eight per cent interest, to wit the sum of \$1898 ⁰⁰/₁₀₀; or rather the balance remaining in his hands, to wit the sum of \$1893 ⁰⁰/₁₀₀ to apply upon her said claim.

Purchaser
Assignment

Geo. B. Hamilton, Plf. } In Court of Common Pleas.
 V. S. } Union County Ohio.
 Levi Stimmet, et al. Dfs. } Purchaser's Assignment.

For value received I hereby assign and transfer unto Geo. B. Hamilton all my rights, interest and title as purchaser of the land sold under foreclosure in the above entitled action, and request and direct that the deed be made direct from the Sheriff to him.

Sam. A. Hudson,

Attorney
 J. A. Gosnell
 Clerk



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Pleas continuance and held at the Court House in Mansville, 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 January Term: on the 14th day of January in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that herebefore on the 11th day of December A. D. 1895 H. H. Temple filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Leonora C. Temple et al. To-wit:

Petition
No. 6839.

H. H. Temple Plaintiff.
V. S.

The State of Ohio.
Union County S. C.

Leonora C. Temple, Allena S. Harrison, John M. Temple, Lucy C. Holmes, Nathan M. Temple, Leonard L. Temple, Ethan C. Temple, William H. Temple, Naomi L. Temple, Louisa J. Sparks.

To the Court of
Common Pleas.

Petition.

The plaintiff respectfully represents that on or about the 10th day of May 1894 and Joseph Temple late of said County of Union departed this life intestate, leaving the said Leonora C. Temple his widow, and the following named persons his only heirs and legal representatives to-wit: John M. Temple, H. H. Temple, Nathan M. Temple, William H. Temple, Ethan C. Temple, and Leonard L. Temple his sons, and Louisa J. Sparks, Allena S. Harrison, Lucy C. Holmes, Naomi Temple, his daughters. The said Joseph Temple died seized in fee simple of the Real Estate hereinafter described To-wit:

1st Tract Situated in the County of Union and State of Ohio. Beginning at Rush Creek in the center of a road that extends through the lands of Joseph Temple from North to South, thence North and with said road to the center of the Essex and Byhalia Grant road thence west with the center of said road to the line of Jacob Temple's land, thence South and with said line to the center of Rush Creek; thence East with the center of said Creek following the meanderings to the place of beginning containing fifty Acres more or less.

Second Tract: - Situated in the County of Union and State of Ohio. Beginning in the center of Rush Creek and the center of a road extending North and South through the lands of said Joseph Temple thence North with the center of said road to the center of the Essex and Byhalia Grant road, thence East with the center of said road to the corner of lands owned by John Parrick; thence South and West said line to the center of Rush Creek; thence west with the center of said Creek to the place of beginning containing 7 1/2 Acres more or less.

Third Tract: - Situated in the County of Union and State of Ohio. Beginning in the center of Rush Creek on line of lands owned by John E. Garrison; thence South and with said line to corner of lands formerly owned by Andrew Schmeltzer, and now owned by Garrison Longhury; thence East and with said line to a line of land owned by Jacob Schmeltzer; thence North with said line to center of Rush Creek; thence West with the center of said Creek and its meanderings to the place of beginning containing 100 Acres more or less. The said Leonora C. Temple as Widow of said Joseph Temple deceased is entitled to dower in said lands and each of the

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said children of Joseph Temple is seized in fee simple of the one tenth part thereof, but subject to said dower. The said Joseph Temple left more personal property than will be required to pay all his debts, funeral expenses, and cost of Administration. The said Lemona C. Temple is the duly appointed and qualified Guardian of the person and estate of the following minor children of said Joseph Temple to wit: Nathan M. Temple, Leonard L. Temple, Ethan H. Temple, William H. Temple, and Naomi L. Temple. John M. Temple is the duly appointed and qualified Administrator of the estate of said Joseph Temple.

The plaintiff further says that after the death of said Joseph Temple and the appointment of said Administrator of said Guardian to wit on 25th day of August 1894. The said Leonard Temple as widow of Joseph Temple and as Guardian of said minor children and all the adult children of said Joseph Temple entered into an agreement in writing for the Amicable partition of said lands, whereby it was mutually agreed that said Lemona C. Temple would accept as and for her dower interest in said lands the tract herein first described, and that John M. Temple, Laura J. Sparks, Alena S. Harrison, Edg. Temple, and Lucy G. Holmes should have the second tract herein described being the 91 Acre tract, and that the other children of said Joseph Temple should have the 100 Acre tract it being the tract last described herein. It was further agreed that the barn on said land should be moved over on said 50 Acre lot and that said last named heirs should have a right of way out from their said land to the Essex and Byhalia Road along the line of Jacob Temple. said contract is duly signed by all the adult heirs of said Joseph Temple and also by said widow for herself and as Guardian of said minor children. A copy of which contract is hereto attached marked "A" and made part hereof and same filed herewith. The plaintiff says that said contract was entered into in good faith for the purpose of saving said lands from being sold at partition sale. and for the purpose of asking the Court to approve and confirm the same as an Amicable partition. The plaintiff says said Amicable division is just and equitable and for the interest of all parties. And all the parties are desirous and willing to have the same confirmed. The plaintiff says that he is the owner in fee simple subject to said dower of the undivided one tenth part of all said lands and that the other children of said Joseph Temple are tenants in common with him, and he desires to hold his interest in severalty out subject hereto to said Amicable agreement if the same can be done and if not then by such process as may be authorized by law. The plaintiff therefore prays that all parties be legally notified, and that a hearing may be had herein and that upon said hearing the Court will approve and confirm said Amicable partition and order the same to be recorded and stand as the Judgment of the Court, or if it seem best to the Court that Commissioners be appointed to view said lands and make partition thereof then that the same may be done and the plaintiff prays for all such orders, decrees, Judgments, and relief as the motion of the case may require and as may be equitable and just.

Cameron & Cameron
Attorneys for Plaintiff.

The State of Ohio Union County ss.

E. H. Temple being first duly sworn says the facts stated in his foregoing petition are as he believes true.

E. H. Temple,

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Sworn to before me and signed in my presence this 11th day of December 1894.
 J. A. Howell. Clerk.

Article of Agreement.

"A"
 mutual agreement of Lenora G. Temple widow and the heirs of Joseph Temple deceased. Lenora G. Temple of Jackson T. P. Union County Ohio widow of late Joseph Temple deceased. and the heirs John M. Temple Louisa J. Sparks. Allena S. Mattison. G. H. Temple. Lucy G. Holmes. and Lenora G. Temple Guardian of Nathan M. Temple Leonard L. Temple Ethan G. Temple William H. Temple and Naomi J. Temple have agreed together and with each other at the residence of a Cheny in Jackson T. P. aforesaid on Sat. Aug 26th 1894 and do hereby promise and agree with each other as follows. The widow Lenora G. Temple agrees to accept as her dower in the estate of Joseph Temple deceased the plot of land described as follows: Beginning at Rush Creek in the center of road that extends through said estate (from North to South) thence North and with said road to center of Essex and Byhalia gravel road thence west with center of said road to line of Jacob Temples land; thence South and with said line to center of Rush Creek; thence East and with the meanderings of said Creek to place of beginning; containing 50 Acres more or less provided that the barn shall be removed from where it now stands to a suitable place on premises accepted by her as her dower thus becoming her property she bearing all of the expenses of removal except the manual labor performed by the heirs in its removal. she further agrees to pay her proportion of the taxes and expenses of keeping in repair her accepted dower. she further agrees to give an out let or road way along the line of Jacob Temple's land to the plot of land accepted by younger heirs for their use provided always that she receives all benefits arising from crops raised on said dower or other use from date until legal division of land is made. The widow further agrees to give the younger heirs an outlet across her dower her life time.

Lenora G. Temple,
 the heirs John M. Temple, Louisa J. Sparks; Allena S. Mattison, G. H. Temple, and Lucy G. Holmes, agree to accept as their interest in said estate the plot of land located and described as follows Beginning at the center of the Rush Creek in the center of road extending through said estate (from North to South.) thence North with center of road to center of Essex and Byhalia gravel road; thence East with center of said road to corner of land owned by Thomas Parish. thence South and with said line to center of Rush Creek thence West and with the center of said Creek to place of beginning containing 91 Acres more or less they further agree to pay their proportion of the taxes on estate, and keep up all expenses on tract set off to them they further agree to help by their manual labor to remove the barn to suitable place on dower accepted by widow provided always that they receive all benefits from crops raised on said tract or at their use from date until legal division of land is made: Lenora G. Temple the Guardian of Nathan M. Temple, Leonard L. Temple Ethan G. Temple William H. Temple and Naomi J. Temple; agree to accept for them the following described property to wit: Beginning at the center of Rush Creek on line of land owned by John C. Hariman thence South and with said line to corner of land formerly

Summons.

Summons.

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owned by Andrew Schmuller now owned by Garrison Long here East with
said line to line of land owned by Jacob Schmuller; thence South with said line
to center of Rush Creek thence West with the meanderings of said Creek to place of
beginning containing 100 Acres more or less provided that an out let or road
way is given them through the down along the line of Jacob Temple's land
The further agrees in their behalf to pay their proportion of the taxes on the
estate and keep up necessary expenses on part allotted to them provided
allways that she receive in their behalf all benefits from crops raised on
said tract of land or otherwise provided until legal division of land is made
in testimony whereof the said Lenora C Temple widow of Joseph Temple deceased
and John M Temple Louisa J Sparks, Allena S Mattison, G. H Temple and
Lucy C Holmes and Lenora C Temple Guardian of minors have hereunto
set their hands this 25th day of August 1894. Signed and Acknowledged in
presence of A Cheney and M Cheney Lenora C Temple Lenora C Temple Guardian
John M Temple Louisa J Sparks, Allena S Mattison, G. H Temple, Lucy
C Holmes, Nathan M Temple, Leonard L Temple.

Summons

The following Summons was filed the 18th day of December A. D. 1894
Summons.

The State of Ohio. }
County, ss. } To the Sheriff of said County:
You are hereby commanded to notify John M Temple,
Allena S Mattison, Lucy C Holmes, Louisa J Sparks, that they have been sued
by G. H Temple in the Court of Common Pleas of Union County, and must
answer by the 12th day of January A. D. 1895 or the 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 December 1894.
Witness my hand and the seal of said Court, this 18th day of December A. D. 1894.
J. W. Cornell Clerk.

Service of this summons is waived and our appearance entered herein
and all questions of time and process waived this 18th day of December 1894.
J. M. Temple,
Louisa J Sparks,
Allena S Mattison,
Lucy C Holmes.

Summons

The following Summons was filed the 17th day of December A. D. 1894.
Summons.

The State of Ohio. }
Union County, ss. } To the Sheriff of said County:
You are hereby commanded to notify Nathan M Temple
minor over 14 years of age Leonard L Temple minor over 14 years of age
Ethan C Temple minor over 14 years of age William C Temple minor
under 14 years of age Naomi J Temple minor under 14 years of age and
Lenora C Temple their Guardian that they have been sued by G. H Temple
in the Court of Common Pleas of Union County, and must answer by the 12th
day of January A. D. 1895 or the 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 Dec. 1894

Witness my hand and the seal of said Court, this 11th day of December
A.D. 1894. J. T. Howell, Clerk.

In the State of Ohio }
County of } Sheriff: Return.

Sheriff's Fee	3.75
Deputy's Return	1.30
Mileage	4.00
Copy	1.20
Total	10.25

Received this writ December 12th A.D. 1894 at 11 o'clock A.M. and served same by delivering a true copy of this writ with the indorsement thereon to the within named Defendant personally and to W^m. H. Temple and Naomi Temple minors under 14 years of age by handing a copy to each and also a copy to each of them having no father to their mother Louisa C. Temple who is their Guardian personally.

W. H. Snodgrass Sheriff.

Afterward on the 24th day of January A.D. 1895 an entry was made on the Journal by the Clerk of the Court.

Entry
No 6839.

N. H. Temple }
vs. } No 6839
Louisa C. Temple et al.

This day came this cause on to be heard and all the said parties still desiring that amicable partition be made of said premises according to and in conformity with the written agreement attached to the petition and all the said parties being in person before the Court the said Louisa C. Temple on her own behalf as widow and acting as Guardian for Nathan W. Temple, Leonard L. Temple, Ethan H. Temple, William H. Temple and Naomi L. Temple. The Court finds from the evidence that said Louisa C. Temple is the legally appointed and duly qualified Guardian of the person and estate of said Nathan W. Temple, Leonard L. Temple, Ethan H. Temple, William H. Temple and Naomi L. Temple and that she is vested with full power and authority as such Guardian to act for her said wards. The Court further finds from the evidence that it is just and equitable and for the best interest of said wards that partition of said lands be made in conformity to said written agreement and all parties in open Court assenting and consenting thereto. It is ordered by the Court that partition of said lands be made as follows:

First that said widow have and hold as and for her dower the following portion of said premises to wit being the tract first described in said petition situate in the County of Union and State of Ohio. Beginning at Bush Creek in the center of a road that extends through the lands of Joseph Temple from North to South thence North and with the center of the Gessy and Byhalia gravel road thence West with the center of said road to the line of Jacob Temple's land thence South and with said line to the center of said Creek thence East with the center of said Creek following the meanders thereof to the place of beginning containing fifty acres more or less but subject to a roadway 20 feet in width extending along the West line of said land from said Creek to the Gessy and Byhalia gravel road.

Second, It is further ordered that said plaintiff N. H. Temple and John W. Temple, Louisa J. Sparks, Allena C. Mathison and Lucy B. Holmes

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have and hold in fee simple but without division among them the following
part and portion of said lands to wit: Being the tract in the petition secondly
described to wit. Situate in the County of Union and State of Ohio.
Beginning in the center of Rush Creek and in the center of a road
extending North and South through the lands of Joseph Temple deceased.
thence North with the center of said road to the center of the Essex and Bykalia
Gravel road. thence East with the center of said road to the corner of lands owned
by John Parish. thence South and with the line of said Parish to the center of Rush
Creek thence West with the center of said Creek to the place of beginning.
Containing 91 Acres more or less. said lands to be her free of dower and
free from any and all the other heirs of said Joseph Temple. That it is further
ordered adjudged and decreed by the Court that said Nathan M. Temple, Leonard
G. Temple, William H. Temple and Naomi L. Temple have and hold in fee simple
free of dower, but without division among them, the third tract described in said
petition to wit situate in the County of Union and State of Ohio.

Beginning in the center of Rush Creek, on line of lands owned by John G.
Hamman. thence South and with said line to the corner of lands formerly
owned by Andrew Schmetzler, and now owned by Garrison Longhury. thence
East and with said line, to a line of land owned by Jacob Schmetzler thence North
with said line to the center of Rush Creek thence down West and with the center of
said Creek and its meanderings to the place of beginning. Containing 100 Acres
more or less and also a roadway 20 feet in width along the West line of the dower
lot of said Leonora G. Temple, extending from the center of Rush Creek to the
Essex and Bykalia Road. and that they hold said lands free of any and all
claims of the other heirs of said Joseph Temple.

It is further ordered and decreed by the Court that all the children and heirs
of said Joseph Temple, retain their interests in said dower lot each one
fifth part thereof but subject however to said dower of said Leonora G. Temple.
It is further ordered by the Court that said written agreement of partition be
recorded with the proceedings in this case. And the Court approves and confirms
the same as part of this dower, and that the barn mentioned be moved on said
dower lot. It is further adjudged and decreed by the Court that the costs
of this proceeding including a Counsel fee of \$100 to Garrison and Hamman,
paid by said parties as follows: The said Leonora G. Temple as widow
shall pay 1/5 thereof the said Leonora G. Temple as guardian of her said
wards shall pay 2/5 thereof to be charged equally to said wards - the remaining
two fifths shall be paid by said, Allena S. Mattison, John M. Temple,
Lucy G. Holmes, H. B. Temple, and Louisa J. Sparks in equal parts, and
execution is awarded therefor.

Attest
J. Y. Jones
Clerk

John M.
Holmes

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. 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 five.

It is remembered that on the 5th day of November A.D. 1894 Mary M. Nier filed in the Clerk's Office of the said Court of Common Pleas the following Petition against David M. Nier Tour:

Petition. Mary M. Nier Plaintiff } Court of Common Pleas.
vs. } Union County Ohio.
David M. Nier Defendant. } Petition.

The plaintiff says:

She has been a resident of the State of Ohio for the year last past and has a bona fide residence in the said County of Union. On or about the 22nd day of October 1873 she was married to the defendant the following children were born of such marriage: Tomie Concessia M. Nier now aged 21 years, Winnie M. Nier aged 18 years and Lora E. M. Nier aged 16 years. The defendant has in disregard of his marital duties for more than three years last past been willfully absent from the plaintiff and has neglected to provide or furnish plaintiff with any of the necessaries of life such as food and clothing so that plaintiff has been compelled to rely upon her own exertions though the defendant has during all of said time been able to provide for the plaintiff. Wherefore plaintiff prays that she may be divorced from the defendant and decreed Alimony and to have the Custody of the said Lora E. M. Nier. And such other relief as is proper.

D. W. Ayers Attorney for Plaintiff.

State of Ohio }
Union County } S.S.

Mary M. Nier being duly 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 5th day of November 1894.
Mary M. Nier.
J. W. Tilton Notary Public.

The following Petition for Divorce was filed the 15th day of November A.D. 1894.

Mary M. Nier } Court of Common Pleas.
vs. } Union County Ohio.
David M. Nier } Petition for Divorce.

I hereby waive the issuing of process and service by summons and enter my appearance in the above entitled case this 8th day of November 1894.

David S. M. Nier.

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Recipe

The following Recipe was filed the 28th day of January A.D. 1895

Mary W. Nier, Plaintiff.

v.s.

David W. Nier, Defendant.

To Clerk: I send Summons in the above entitled case with copy of Petition to the Sheriff of Union County Ohio, returnable according to law. Endorse Return for Divorce and Alimony
D. W. Nier Attorney for Plaintiff.

Summons

The following Summons in Action for Divorce was filed the 29th day of January 1895

The State of Ohio

To the Sheriff of Union Co.

Union County, S.S.

You are commanded to notify David W. Nier that Mary W. Nier 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 Defendant) charging him with Gross neglect of duty, and asking that she be divorced from him, and that she may be granted Alimony and have the custody of Louisa W. Nier 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 11th day of February A.D. 1895. Witness my signature as Clerk of the said Court of Common Pleas, and the seal of said Court at Waverhill this 28th day of January A.D. 1895.

J. A. Howell Clerk.

Sherriff's Fee.	50	Received 30 Cts. on the 28 th day of Jan A.D. 1895 and on
Service.	50	the 29 th day of January A.D. 1895. I served the same by
Copy.	20	delivering a true copy thereof of this writ with the indorsements
Mileage.	32	thereon to the return named David W. Nier together with a
Petition.	20	copy of the petition personally
Total.	\$1.32	Wm. H. Snodgrass, Sheriff.

Returned on the 1st day of March A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry

Mary W. Nier

v.s.

No. 6828.

No. 6828.

David W. Nier

Now comes the plaintiff and the defendant having been duly served with Summons and a copy of the petition herin, and having failed to appear, the Court find him in default for answer and demand in 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 alleged. The Court further find upon the evidence adduced that the defendant has been guilty of Gross neglect of duty and that

by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary M. Nier and David M. Nier be and the same be hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the care, custody, education and control of the said child, Luma E. M. Nier until the further order of the Court be confided to the said Mary M. Nier with the privilege to the said David M. Nier to visit said child at reasonable and proper times until the further order of the Court. It is further ordered that the plaintiff recover of the defendant her costs.

D. W. Ayers. Atty for Plff.

Attorn

J. M. Gosnell
Clerk



Clerk continued and held at the Court House in Mansville within and for the County of Union in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the Term of January Term: on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to-wit on the 11th day of March A. D. 1895 Rufus Andrews filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Gaylon Westermiller and J. P. Griswoll To-wit:

Petition and Answer in Cognovit.

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

Rufus Andrews. Plaintiff. }
Against. }
Gaylon Westermiller, and J. P. Griswoll. Defendants. }
Cognovit.

The Plaintiff says that this action is founded upon a promissory note, hereto attached, made part of this petition and marked Exhibit A. There is due to Plaintiff from the Defendant on said note the sum of one hundred dollars which he claims with interest from the 16th day of August A. D. 1892, at 8 per cent. per annum. and for which, with costs of suit, he asks judgment against the Defendant.

Howard C. Black,
Attorney for Plaintiff.

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Petition

The State of Ohio, Madison County, S.S.

Howard L. Black being sworn, says that he is Attorney for Rufus Andrews duly authorized in the premises: that the original note upon which this action is brought is in his possession and that the facts stated and allegations in said Petition are, as affiant believes true.

Howard L. Black.

Sworn to before me and signed in my presence, this 9th day of March A. D. 1895.

J. S. Black, Notary Public.

Court of Common Pleas, Union County Ohio.

Answer. Rufus Andrews, Plaintiff. Against. Taylor Westmiller, and J. P. Grishell, Defendants.

Answer.

The Defendants Taylor Westmiller and J. P. Grishell by J. L. Cameron Attorney, and an Attorney at Law of record in this Court, duly authorized thereof 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 Defendants 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 Plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they indebted to the Plaintiff on the said note in manner and form as the Plaintiff has in his Petition set forth, and that the amount due upon said indebtedness at this day is the sum of One hundred and 00/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from March 11th 1895 at 8 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 herein.

J. L. Cameron, Atty for Defendant.

Plain Exp. B. August 16th 1890.

\$100

Twelve months after date we or either of us promise to pay to Rufus Andrews or order, at eight per cent interest per annum payable Annually One Hundred and 00/100 Dollars, and hereby empower any Attorney at Law at any time, after the above note becomes due, to appear for us, or either of us, in any Court of Record in the State of Ohio, or elsewhere, and waive issuing of process, and confess a judgment for the said amount, interest and costs, in favor of the holder thereof, and thereupon to release all error, and waive all right and benefit of appeal, or second trial in one and each of one behalf, the makers and indorsers severally waive protest and notice of protest for non-payment, with 8 per cent. interest from date payable Annually.

Taylor Westmiller J. P. Grishell



August 16th 1891 Received Eight Dollars on the within Note as in August 16th 1892 Received on the Note interest Eight Dollars.

Rufus Andrews Plaintiff.
Against
Gayla Westwaller and J. P.
Frisvill. Defendants.

Entry.

Judgment by Confession for \$120.⁰⁰

This day came the Plaintiff by Howard L. Black his Attorney, and filed his Petition against said Defendants, and thereupon J. L. Garrison 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, sworn sworn to the Court, and filed with the Clerk, which appeared in open Court in behalf of the said Defendants, waived the issuing and service of process, and the appearance of said Defendants herein, and acknowledging that said Defendants did owe and were indebted unto the Plaintiff as he had in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said Defendants to said Plaintiff on said indebtedness, the sum of One hundred and twenty and ⁰⁰/₁₀₀ Dollars, bearing interest at 8 per cent. per Annum, and that said Plaintiff ought to recover of said Defendants a judgment for that sum. It is therefore considered by the Court here that the said Rufus Andrews Plaintiff do recover of the said Gayla Westwaller and J. P. Frisvill Defendants the sum of One hundred and twenty and ⁰⁰/₁₀₀ Dollars, so confessed, as aforesaid, with interest from March 11th 1895 at 8 per cent. per Annum, and also costs in his behalf expended taxed to \$ and by virtue of said Warrant of Attorney all errors in this Action, Judgment and proceeding, and all proceedings, petitions and writs of error shown, are by said Defendants waived and released.

Attest

J. M. Gosnell
Clerk



Please
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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 a January term: on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety six.

Be it remembered that heretofore on the 24th day of December A.D. 1896. Rosa A. Matthews filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against William Bell, Sarah A. Bell and thus: suit:

Petition No. 6847.

Rosa A. Matthews, Plaintiff. Against William Bell Sarah A. Bell. The Home Savings Building and Loan Company of Xenia Ohio Samuel G. Burnside Executor of the Estate of Jer Bayle Deceased. Defendants.

The Union County Ohio. Court of Common Pleas.

Petition.

The Plaintiff for a first cause of action against said defendant William Bell says:

1st that on the 10th day of December A.D. 1891 the Defendant William Bell executed and delivered to one Andrew Burnside his certain promissory note of which the following is a copy with all endorsements and credits thereon,

\$124. Dec. 10th, 1891. One Year after date I promise to pay to the order of Andrew Burnside, One Hundred and twenty four Dollars with interest after maturity at 8% Signed William Bell.

Endorsed Andrew Burnside.

Credits January 13th, 1894. Received herein of W^m. Bell \$42.⁰⁰

2nd that on the 29th day of November A.D. 1892 said Andrew Burnside sold assigned and endorsed the above note together with the two other notes here of the described to the Plaintiff who is now the owner thereof for same. That there is now due to the Plaintiff from said William Bell upon said note the sum of Ninety and 25/100 Dollars with eight per cent interest from Jan. 13th, 1894.

Second Cause of Action.

The Plaintiff for a second cause of action against said defendant William Bell says 1st that on said 10th day of December 1891 said William Bell made and delivered to said Andrew Burnside his certain other promissory note of which the following is a copy with all endorsements and credits thereon.

\$168 December 10th, 1891. Two Years after date I promise to pay to the order of Andrew Burnside, One Hundred and sixty eight Dollars interest after maturity at 8% value received. (Signed) William Bell.

Endorsed Andrew Burnside.

Credits January 11th, 1894 Paid \$13.⁴⁴

2nd That there is now due from the Defendant William Bell to the Plaintiff upon said last described note the sum of One Hundred and fifty five and 7/10 Dollars with

interest at eight per cent from January 10th 1894 at the rate of eight per cent

Third Cause of Action

The Plaintiff for a third cause of action against said Defendant William Bell says: That on said 10th day of December A. D. 1891 said William Bell executed and delivered to said Andrew Burnside his certain other promissory note of that date of which the following is a copy

December 10th 1891
Three years after date I promise to pay to the order of Andrew Burnside One Hundred and fifty nine Dollars with interest after maturity at 8 per cent per annum.
Signed William Bell,
Endorsed Andrew Burnside.

There are no credits upon payments made on said last mentioned note, but there is now due to the Plaintiff from said William Bell the sum of One Hundred and fifty nine Dollars with interest at percent from Dec 10th 1894.

Third Cause of Action

The Plaintiff for a third cause of action says: That at the time of the execution of the said note and to secure the payment thereof and the money stated therein the said William Bell and Sarah A. Bell his wife did by their mortgage deed duly executed and delivered to said Andrew Burnside, convey to said Andrew Burnside his heirs and assigns forever the following real estate situated in the Counties of Marion and Union, in the State of Ohio, in survey No 12, 189 for 100 Acres more or less, as follows: Beginning at two maps a red oak and the north west corner to Leonard Smith's survey 9940. thence North 10° West 100 poles to a stake; thence South 10° E One hundred poles to a stake; thence North 80° E 40 poles to the beginning containing nearly five Acres of land more or less. Eight Acres of said premises lie in Marion County Ohio and 17 Acres in Washington Township Union County Ohio which deed of conveyance had a condition therein written whereby it was provided that if the said William Bell and Sarah A. Bell shall pay or cause to be paid to said Andrew Burnside or his assigns the notes hereby described with interest therein stated, as the same should severally become due, then said mortgage was to be void, otherwise the same was to remain in full force and effect; that said mortgage deed was duly left with the Recorder of said Union County on the 10th day of December 1891 at 4 o'clock P.M. and was recorded January 5th 1892 on page 2778 Volume 26 of the mortgage records thereof. and was on the 22nd day of December 1894 filed for record with the Recorder of Marion County Ohio and recorded in Volume of the mortgage of Marion Co. Ohio that on said 22nd day of November 1892 said Andrew Burnside for value transferred and assigned his title and interest in said mortgage to the Plaintiff and that the Plaintiff is now the owner and holder thereof. That said Defendant the Home Savings and Building and Loan Company of Kenton Ohio claims to have a mortgage lien upon said real estate prior to that of Plaintiff and said Defendant Samuel L. Burnside, as executor of the estate of Geo Taylor claims to have a judgment lien upon said real estate, but the nature of which the Plaintiff is not informed and she denies that he has such lien. Wherefore the Plaintiff prays judgment against said Defendant William Bell for said sum One Hundred and fifty nine Dollars with interest on 18-9 at eight per cent from Dec 10th 1894 and

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also on a failure to pay said judgment by a day to be named, said premises to be appraised, advertised and sold as upon execution and the proceeds applied to pay said judgment so far as said proceeds shall go in paying the same.

M. Loughlin and Dow.
Attorneys for Plaintiff.

The State of Ohio, }
Logan County, } s.s.

Duncan Dow being sworn says he is Counsel for Plaintiff who is a non resident of the State of Ohio that the facts in the above Petition stated are within Affiant's personal knowledge and are true, as he believes.

Duncan Dow.

Sworn to before me and in my presence subscribed this 22nd day of Dec. 1894.

Geo. W. Emerson.

Notary Public.

The following Appearance of Wm. Bell and Sarah A. Bell was filed Dec. 26th 1894.

Rosa A. Mathews, Plaintiff, } In the Union County
Against } Common Pleas Court.
William Bell et al. Defendants. } Appearance.

Now come the Defendants William Bell and Sarah A. Bell and waiving the issuing and service of summons upon them enter their appearance in this case and consent to this order asked for by Plaintiff.

William Bell,
Sarah A. Bell.

The following Appearance of The Home Savings Building and Loan Co of Kenton Ohio was filed the 29th day of December A. D. 1894.

The State of Ohio, Union County, s.s.
Rosa A. Mathews Plaintiff, } In the Court of Common Pleas
vs }
William Bell, Sarah A. Bell, } Waiver of Summons.
et al. Defendants. }

I hereby waive the issuing and service of summons and voluntarily enter the appearance of the Defendant The Home Savings Building and Loan Company of Kenton, Ohio. in the above entitled case.

The Home Savings Building and Loan Company of Kenton Ohio by C. W. Bonin its Atty.

The following Answer and Cross Petition of Samuel H. Runnside Exr. Dra. Taylor Deceased was filed the 3rd day of January A. D. 1895.

Rosa A. Mathews, Plaintiff, } Answer and Cross Petition of
vs } Samuel H. Runnside, Exr. et c.
William Bell, et al. Defendants, } No 6847.

And now comes Samuel H. Runnside and for his answer by way of cross petition says: That he is the executor under last Will and Testament, of estate of Dra. Taylor deceased, duly appointed and qualified by

The Probate Court of Union County Ohio. That he, as such executor for said estate now answering the petition of the Plaintiff herein says he admits the statements of fact and allegations set in the Plaintiff's petition set forth to the time. This Defendant further answering says: that prior to the death of Ira Sayner, said William Bell brought suit in the Court of Common Pleas Union County Ohio and that said Ira Sayner died before said suit was tried in said Court and that this Defendant as executor of the estate of said Ira Sayner was duly made a party to said action and that the cause was tried in Court and Jury and that by the verdict of said Jury and the consideration of said Court the Defendant received a judgment against the said William Bell on the 13th day of October A. D. 1892 for the sum of One Hundred Eighty one ²⁴/₁₀₀ Dollars (\$181.24) and costs were afterward paid by the Defendant on said case in the sum of Thirteen ⁴²/₁₀₀ Dollars (\$13.42) making a total sum of One Hundred ninety five ⁶⁶/₁₀₀ Dollars (\$195.66) no part of which has been paid. There is due on said judgment and costs the said sum of One Hundred ninety five ⁶⁶/₁₀₀ Dollars (\$195.66) which the Defendant claims with interest from the said 13th day of October 1892 and which said sum is a lien on the premises in this petition described and for which the Defendant prays for a decree and order of sale, and for all proper relief in the premises.

L. Pope
Attorney for Defendant.
Samuel G. Burnside.

The State of Ohio

County of Union

Samuel G. Burnside being duly sworn says that the facts stated and allegations in his foregoing Answer and Cross petition are as he truly believes true.

Sworn to before me by said Samuel G. Burnside and by him subscribed in my presence this 8th day of January A. D. 1895.

L. N. Gosnell Clerk.

The following Entry was filed the 4th day of February A. D. 1895:

Entry

Rosa E. Mathews
Against
William Bell et al.

This day this cause came on to be heard upon Plaintiff's petition and the Answer and Cross Petition of the Defendant The Home Savings Building and Loan Company of Xenon Ohio. And the Court being fully advised finds that said Defendant William Bell and Sarah A. Bell have each entered their appearance herein and are in default for answer and demurrer. The Court further finds from the evidence that the allegations of Plaintiff's petition are that of the answer and cross petition of the Defendant The Home Savings Building and Loan Company of Xenon Ohio are each true. And that there is now due to the Plaintiff from the Defendant William Bell upon the notes set out in the Petition the sum of Four Hundred and twenty eight ²⁵/₁₀₀ Dollars and to said The Home Savings Building and Loan Company the sum of \$ his wife executed and delivered to said Andrew Burnside the mortgage in the Petition described, who on the 22nd day of November 1892 assigned and transferred the same together with said notes to the Plaintiff who is now the legal holder

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thruout that said mortgage was duly recorded in Volume 26 on page 277 of Mortgage Records of Marion County and is the next lien to that of said Building and Loan Co upon the real estate in the petition described. The Court further finds that the conditions of defeasance in said mortgage have been broken. It is therefore considered and decreed that unless said Defendants shall within five days from the entry hereof pay or cause to be paid to the Clerk of this Court the said sum due to plaintiff with interest at the rate of eight per cent from this date. And also said sum found due to said Defendant the Home Savings Building and Loan Company of Xenia Ohio as aforesaid together with the costs the Defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue to the Sheriff of Marion County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

L. Piper
Attorney for A. G. Burnside

The following answer was Petition of The Home Savings Building and Loan Company was filed the 5th day of February A. D. 1895

Rosa A. Mathews, Plaintiff. v.s. William Bell Sarah A Bell The Home Savings Building and Loan Co. of Xenia Ohio. Defendants.	In the Court of Common Pleas. Marion County Ohio. Answer and Answer Petition of The Home Savings Building and Loan Company of Xenia Ohio.
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Now comes the Defendant, The Home Savings Building and Loan Company of Xenia, Ohio. and says that it is a corporation duly organized and incorporated under the laws of the State of Ohio. The defendant, William Bell, is one of its members and the owner of two shares of its capital stock.

1st This Defendant, on the 5th day of December, 1891, paid the said William Bell the sum of One Hundred Dollars, the estimated value of said two shares of stock in said Company on a contract then and there entered into by which the said William Bell and Sarah A. Bell, agreed to pay said sum to this defendant in weekly installments of dues, interest, premiums and fines, according to the terms of said contract, a copy of which is herinafter set forth, marked "Exhibit A" and made a part hereof with a statement of all credits thereon.

2nd This answering defendant further says that in order to secure the payment and performance of said contract and to enable it to enforce the payment of the sums coming due and payable thereunder, the said William Bell and Sarah A. Bell, his wife, on the 5th day of December, A. D. 1891, executed and delivered to this answering defendant their certain mortgage and when by they conveyed to the Home Savings Building and Loan Company, the following described real estate, situated in The County of Marion and Marion, in the State of Ohio, and described as follows: Being part of Thomas Paroley's East Survey No 12189 for one hundred acres, beginning at two maples a red oak and elm North West corner to Leonard Smith's Survey No 9940; Thence North 10 degrees West one hundred (100) poles to a stake; Thence South 82 degrees West fifty (50) poles to a stake; Thence South 10 degrees East one hundred (100) poles to a stake; Thence North 85 degrees East fifty (50) poles to the beginning, containing nearly five acres of land, more or less. Eight Acres of said premises lies in Marion County, Ohio, and Seventeen (17) Acres in Marion County, Ohio, on the 10th day of December, A. D. 1891, at 3:40 O'clock P.M. and Recorded in Book 31 Page 160 of the

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Mortgage records of said County. said mortgage was & is left with the Records of Marion, Ohio on the day and recorded in Vol. of the records of said County. This answering defendant further says that the said William Bell and Sarah A. Bell have not complied with the terms and conditions of said contract and mortgage and have made no payments since the 24th day of May 1894, and that up to and inclusive of the 29th day of December, 1894, the said William Bell and Sarah A. Bell are delinquent in fines three hundred Dollars, in premiums twelve hundred Dollars, in interest fourteen hundred Dollars, in dues sixteen hundred Dollars, making a total of thirty six hundred Dollars. The conditions in said mortgage are in substance as follows: that if the said William Bell and Sarah A. Bell shall pay to said Company, its successors and assigns the said sums of money when due as set forth in said contract, then these presents shall be void, otherwise to be and remain in full force and virtue in law. And it was further provided in said contract and mortgage that if the said William Bell and Sarah A. Bell shall fail for eight weeks to make said weekly payments, then the whole amount of said loan shall at once become due and payable. Plaintiff says that the said William Bell and Sarah A. Bell have failed for eight weeks and more to make said weekly payments and the whole amount of said indebtedness has become due and payable and there is due to this answering defendant, The Home Savings, Building and Loan Company the sum of three hundred and fifty seven hundred Dollars with interest at the rate of eight per cent from the 29th day of December, 1894. Wherefore this answering defendant asks judgment against the said William Bell and Sarah A. Bell in said sum of three hundred and fifty seven hundred Dollars with interest at the rate of eight per cent from the 29th day of December, 1894, that said premises may be sold for the payment of the judgment and for all proper costs.

C. W. Squire, Attorney for Defendants.

The State of Ohio.

Hardin County.

S. D.

C. W. Squire being duly sworn says that he is the Attorney for the above named defendant, The Home Savings, Building and Loan Company, of Kenton, Ohio, that said defendant is a corporation and that the allegations contained in the foregoing answer and cross petition are, as affiant believes true.

C. W. Squire.

Sworn to before me and subscribed in my presence this 5th day of January A. D. 1895.

Gorton Park Clerk of Courts Hardin County Ohio Exhibit A.

\$ 700.00

Kenton Ohio, December 5th 1894.
Received of the Home Savings, Building and Loan Company of Kenton, Ohio Four Hundred Dollars, as a loan on two shares of stock, No. 2015 owned by William Bell in said Company. We or either of us agree to pay to said Company weekly, not less than One ³⁸/₁₀₀ Dollars which shall be applied as follows:
First, to the payment of any fines or other assessments made against William Bell in pursuance of the By-laws of said Company.

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Second. To the payment of the premium for precedence due on said loan, amounting to $\frac{40}{100}$ Dollars per week.
 Third. To the payment of the interest due on said loan, amounting to $\frac{40}{100}$ dollars per week.
 Fourth. The balance of said payments shall be credited as dues on said stock, said payments shall be continued until the dues so credited on said stock together with the dividends declared thereon shall equal the amount loaned. should we fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

William Bell.
 Sarah A. Bell.

The following credits are on said contract.

Dec.	12.	1891.	\$ 9.75	
Feb.	13.	1892.	4.05	Dividends.
Jan.	25.	"	24.84	
Sept.	10.	"	19.00	July. 1892. \$.36
Dec.	17.	"	13.90	Jan. 1893. .97
Feb.	11.	1893.	18.16	July. " 1.52
Mar.	18.	"	20.00	Jan. 1894. 2.56
Jan.	17.	"	10.00	July. " 3.29
Sept.	16.	"	8.80	
Oct.	7.	"	4.80	
Dec.	30.	"	21.16	
Mar.	24.	1894.	7.38	

The following Receipt was filed the 28th day of February A. D. 1895:

R. A. Mathews. } Bellefontaine, Ohio.
 v. } February 27th 1895.
 Mrs. Bell and others.

Clerk of Court. Issue an order of sale upon the decree in favor of Plaintiff in the above case in the event it has not already been done.
 Wm. Laughlin and Don. Attorney for Plaintiff.

The following Sheriff's Land Appraisal was filed the 9th day of March 1895:
 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:
 Being part of Thomas Parolts East Survey No 12189 for 100 Acres Beginning at two Maples a red Oak and Elm with west corner to Leonard Smiths Survey No 9940 Thence North 10² W. 100 poles to a stake Thence S. 80² W. 40 poles to a stake Thence S 10² E 100 poles to a stake Thence N. 80² E. 40 poles to the beginning containing Twenty five Acres of Land more or less Eight Acres of said premises lie in Marion County Ohio and 17 Acres in Union County Ohio to be sold on an Order of Sale issued from the Court of Common Pleas of said County, in the Action of Rosa A. Mathews Plaintiff against William Bell Defendant do forthwith after actual view of said

premises, make return and say what the same are of the real value in money of \$28.⁰³ Dollars & no less.

Given under our hands and seals, this 8th day of March A.D. 1895

The State of Ohio.

Union County.

S.S.

E. G. Gargner,
Jacob Mathison,
E. Cahill.

I hereby certify that the within named appraisers E. G. Gargner, Jacob Mathison and E. Cahill, are freeholders and residents of said County, and were duly summoned and came by me to appraise the within described premises, this 8th day of March A.D. 1895

Wm. A. Snodgrass, Sheriff

The following Order of Sale was filed the 13th day of April A.D. 1895:

Order of Sale.

The State of Ohio.

Union County.

S.S.

To the Sheriff of said County - Returning.

Whereas, at a Court of Common Pleas holden at the Court House in Marysville in said County of Union on the 4th day of February 1895 Rosa A. Mathison obtained a Judgment and Decree against William Bell and Sarah A. Bell his wife for the sum of Four Hundred and twenty eight ⁰⁰/₁₀₀ Dollars and Seven ⁰⁰/₁₀₀ Dollars, costs of suit. And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said William Bell, Sarah A. Bell, within 6 days from the 4th day of February A.D. 1895 pay unto the said Rosa A. Mathison the said sum of Four Hundred and twenty eight ⁰⁰/₁₀₀ Dollars, with interest from the 4th day of February 1895 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 6 days aforesaid, have fully expired, and the said sum of Four Hundred and twenty eight ⁰⁰/₁₀₀ Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record. We therefore command you,

that you proceed, without delay, to appraise, advertise and sell, according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union and Marion County, Ohio, to-wit: In Thomas Baird's East survey No. 12189 of 100 acres and described as follows: Beginning at two Maples a red Oak and Elm with west corner to Leonard Smith's survey 9940, thence North 10² W. 100 poles to a stake, thence South 81² W. 40 poles to a stake, thence S. 10² E. 100 poles to a stake, thence N. 81² E. 40 poles to the beginning containing Twenty five acres of land more or less. Eight Acres of said premises lies in Marion County Ohio, and 17 acres in Washington Township Union County Ohio.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution according 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 the Court of

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Common Pleas within eight days from the date hereof, and bring this order with you
Witness my signature at Court of Common Pleas, and the
seat of said Court, at Marysville, this 28th day of February A. D. 1895.

J. E. Griffith, Clerk.

Sheriff's Return.

The State of Ohio.

Union County, ss.

Sheriff's Fees	\$ 2
Service	25
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Sum. Appraisers	1 20
Swearing "	25
Consulting "	
Writing Appraisal	25
Copy of "	25
Notice to Bidder	25
Affidavit to "	25
Writing Notice	25
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Appraisers Fees	3 00

Received this writ the 28th day of February A. D. 1895 and
on the 8th day of March A. D. 1895. I called on inquest of
G. Hague, Jacob Matison and G. Gahill, their disinterested, free holders
and residents of the County, and caused the within described real
estate to be duly appraised, on their oaths: they on the same day
returned to me an estimate of the value thereof (to wit: \$700.⁰⁰)
under their hands and seals, a copy of which I forthwith deposited
with the Clerk of the within named Court.
Whereupon I caused public notice of the time and place of
sale of said Real Estate to be given for more than thirty days
(to wit: five consecutive weeks) before the day of sale by advertisement
in the Marysville Tribune, a newspaper printed in said
Union County, and of general circulation therein as will appear
by a copy of said advertisement hereto attached.
And on the 18th day of April A. D. 1895 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 G. M. Davis for the sum of Eight
hundred and twenty five dollars (\$825.⁰⁰) he being the

highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Wm. G. Snodgrass Sheriff.

And said sum being more than two-thirds of the appraised value thereof, and said G. M. Davis being the highest and best bidder thereof I then and there publicly sold and struck off said lands and tenements to him for said sum of \$825.⁰⁰ Dollars.

Wm. G. Snodgrass Sheriff.

Sheriff's Sale.

J. E. Griffith, Attorney.

Proof of Publication.

Rosa A. Mathum
V. s.
William Bell et al.

The following Proof of Publication was filed April 7th 1895:
On Case of Sale.
Court of Common Pleas Union County Ohio.

By Virtue of the a fore stated writ to me directed, from the Court of Common Pleas
of Union County, Ohio, I will offer for sale at the north door of the Court House, in
Marysville, Ohio, on Saturday, April 13th, 1895 at or about the hour of one o'clock
P. M. on said day, the following described real estate, to wit:
Situating in the Township of Washington, in Union and Marion Counties, State of
Ohio, and bounded and described as follows: in Thomas Paisley east,
Survey No 12189 for 100 Acres and described as follows: Beginning at two
Maples, a red Oak and Elm north west corner to Leonard Smith's Survey
9940: thence North 10° West 100 poles to a stake; thence South 80° West 40
poles to a stake, thence South 10° East 100 poles to a stake; thence North 80°

East 40 poles to the beginning containing Twenty five (25) Acres of land, more or less. Eight Acres of said premises lie in Marion County Ohio and 17 Acres in Washington Township Union County Ohio Appraised at \$28.33 1/3 per Acre. Terms of sale, Cash.

W. S. Brudgess,
Sheriff of Union County Ohio

March 13th 1895.

The State of Ohio, Union County, S. S.

I 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 March 13th.

W. B. Stearns.

Sworn to and subscribed before me, this 13th day of April 1895:

J. N. Gosnell, Clerk.

Printed in U. S. 8/4 29

Appraised on the 15th day of April A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry. Rosa Mathews } Limit Action.
V. S. } No. 6847.
No. 6847. William Bell et al. }

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former Order of this Court, and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of the Court, it is ordered that said proceedings and sale be, and they are hereby, approved and confirmed. And it is further ordered that said Sheriff convey to the purchaser, by deed according to law, the property so sold and said purchaser is hereby subrogated to all the rights of the said Lien holder in said premises so far as they may be paid herein for the protection of his title, and a writ of possession is 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 Marion County and Union County Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to \$25.00 it is ordered that the Sheriff out of the money in his hands pay:

First: The costs of this case taxed at \$28.26
Second: To the Treasurer of this County the Taxes and penalty now due and payable on said land in Union County Ohio to wit \$14.69

Third: To Benjamin Sage in full of his claim as purchaser at Tax sale of the part of said lands in Marion County Ohio the sum of \$16.90

Fourth: To the Defendant The Home Savings, Building and Loan Company of Xenon Ohio, the sum herebefore found due, with interest to wit the sum of \$26.15

Fifth: To the Plaintiff Rosa A. Mathews the balance of the said money remaining in his hands to wit the sum of \$379.00

To be applied as a credit upon her judgment against said defendant And then still remaining due to the said plaintiff Rosa A. Mathews.

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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. Done September 27th 1897.

Harry Philbrook

There are no credits or indorsements on said note the sum of Forty Two Dollars being the amount interest due thereon, with six per cent. interest from September 27th 1897.

II I

Second cause of Action: On the 27th day of September 1893. And to secure the payment of said note and interest said defendants Harry Philbrook and Flora Philbrook executed and delivered to said plaintiff their mortgage deed and thereby conveyed to plaintiff the undivided, one third of the following premises, viz: Situate in the Village of Milford, Center County of Union and State of Ohio.

1st Tract: Being a part of Lot Number One Hundred and Eight (108) in Grand Edwards Addition to said Village, Beginning at the South East corner of said Lot and running in a westerly direction and parallel with the P. & O. St. L. R. R. track, 36 feet, thence in a westerly direction, 165 feet, thence in an easterly direction 34 feet, thence in a southerly direction along the west margin of an alley 165 feet to the place of beginning, Excepting therefrom 15 feet off the north end of said lot to be used as an alley.

2nd Tract: Being in Lot Number One Hundred and Eighteen (118) in Benjamin and Milton Sub-division of the south part of Sub Lots No. 8 and 9 in said Village. For a more definite description thereof reference is hereby made to the recorded plat of said sub-division in the Office of the Recorder of said Union County Ohio. The condition contained in said mortgage, was in substance, that if the said Harry Philbrook should pay, or cause to be paid to said A. J. Rigdon, or order, said promissory note and the interest thereon when the same became due, then said mortgage to be void.

On October 5th 1893 at 3³⁰ o'clock P.M. said mortgage was filed for record with the Recorder of said Union County, Ohio, and was duly recorded in Volume 26 page 553 of the Records of Mortgages of said Union County Ohio. Said deed has become absolute, there is due and remaining unpaid upon said indebtedness the sum of Forty Two Dollars with interest from September 27th 1897.

II II

Third cause of Action: On the 9th day of August 1893 said defendant Harry Philbrook, in connection with one John W. Greer, made and delivered to The Citizens Home and Savings Company of Marysville Ohio a corporation duly organized under the Laws of Ohio his certain promissory note of which the following is a copy.

Received of the Citizens Home and Savings Company of Marysville Ohio, Six Hundred Dollars as a loan on six shares of stock No 945 owned by Harry Philbrook and John W. Greer in said Company. We agree to pay to said Company weekly, not less than One hundred Dollars, which shall be applied as follows:

First: To the payment of any fines or other assessments made against us in pursuance of the By-laws of said Company.

Second: To the payment of the interest and premium due on said loan amounting to Two Dollars per week.

Fourth: The balance of said payments shall be credited as dues on

said credited Equal paym No. 37 Indorse The G Harry Philbrook At a due an Sixty Citizens Said the su W. Gre remain Court pay m defend W. Gre Home Ohio follow Union (118) is Lot refer The e Harry in sa said in sa was f duly Ohio said On se use th and sa was p said when said and plain hereby the mi Home

II V

said stock. Said payments shall be continued until the dues so credited on said stock together with the dividends declared thereon shall equal the amount loaned. should we fail for eight weeks to pay said weekly payments. then the whole amount of said loan shall at once become due and payable
Harry Philbrook.

No. 37. Jno. W. Kew.
Indorsed: Pay A. J. Rigdon, or order, without recourse or us, November 12th 1894.
The Citizens Home and Savings Company. By J. W. Morry, President. Attest: E. C. Sawyer, Secretary.

II IV

At the time said note was transferred to said A. J. Rigdon Plaintiff, there was due and remaining unpaid upon said note the sum of Five Hundred and Sixty five ^{and} 100 Dollars which amount said plaintiff paid to said The Citizens Home and Savings Company on said November 12th 1894. Said Harry Philbrook owed thereon the one-third part of said note, to wit: the sum of One Hundred and Eighty Eight ^{and} 42 ³/₁₀₀ Dollars. Said John W. Kew owed the one-third part thereof. And said plaintiff owed the remaining one-third part thereof by contract with said Philbrook and Kew. Court Cause of Action: On said 9th day of August 1893. And to secure the payment of said note as set forth in the third cause of action herein, said defendants Harry Philbrook and Eliza Philbrook, his wife, together with Jno W. Kew and Eliza Kew, his wife, executed and delivered to said The Citizens Home and Savings Company a corporation duly organized under the laws of Ohio their certain mortgage deed and thereby conveyed to said Company the following premises viz: Situate in the Village of Milford, County of Hamilton and State of Ohio, being in Lot Number One Hundred and Eighteen (118) in Kenning in ^{the} Millers Sub division of the south part of Sub Lot No. 2 ⁱⁿ said Village. For a more definite description thereof reference is hereby made to the recorded plat of said sub-division. The conditions contained in said mortgage was in substance that if said Harry Philbrook and John W. Kew should pay the weekly payments provided for in said note, and should keep building on said premises insured, then said mortgage is to void, otherwise to remain in full force and virtue in law forever. On August 9th 1893 at 1⁴⁵ O'Clock P.M. said mortgage was filed for record with the Recorder of said Union County, Ohio and was duly recorded in Book 32 page 42 of the Mortgage Records of said Union County, Ohio. By contract between said Harry Philbrook, John W. Kew and Plaintiff said Plaintiff assumed the payment of one-third part of said indebtedness. On said November 12th 1894 The said The Citizens Home and Savings Company were threatening to foreclose said mortgage because of the failure of said defendant and said Kew to keep said building insured. And the said mortgage and note were placed in the hands of the Attorney of said Company for foreclosure, and said Attorney was about to file a petition in this Court to foreclose the same, when said plaintiff was compelled in order to save his one-third part of said premises from being sold to purchase the same from said Company. And thereupon said Company caused said mortgage to be assigned to plaintiff by a written assignment thereof as follows. For value received, we hereby sell, assign and transfer all our right, title and interest in and to the within mortgage to A. J. Rigdon this 12th day of November 1894. The Citizens Home and Savings Company. By J. W. Morry President. Attest: E. C. Sawyer.

Secretary L. J. Said transfer and assessment was duly entered of record on November 12th 1894 on the margin of the original record of said mortgage in the Recorder's Office of said Union County Ohio. Said mortgage deed has become absolute by reason of the failure of said Harry Philbrook to keep said building insured, there is due and remaining unpaid upon said indebtedness from said defendant Harry Philbrook to plaintiff the sum of One Hundred and Eighty Eight ^{and 23/100} Dollars with six per cent interest from November 12th 1894. Plaintiff therefore asks that the undivided one third of said premises may be sold and the proceeds thereof applied to the payment of said indebtedness as set forth in the first and third causes of action herein and that if there is any remaining part of the proceeds then that the same be applied on the principal of the debt set forth in the said first cause of action and for all other proper relief in the premises.

John W. Kautsch
Attorney for Plaintiff.

The State of Ohio }
County of Union }

A. J. Rigdon, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are true, as Affiant believes.
A. J. Rigdon.
Sworn to by said A. J. Rigdon before me and signed by him in my presence this 16th day of November 1894.

Geo. C. Griffith,
Notary Public.

Clerk: Issues summons to Sheriff of Union County Ohio for defendant returnable according to law. Indorse: Foreclosure of Mortgage and equitable relief.
John W. Kautsch,
Attorney for Plaintiff.

The following summons was filed the 20th day of November A.D. 1894.
Summons.

Summons
No 6822

The State of Ohio }
County of Union } To the Sheriff of said County:

You are hereby commanded to notify Harry Philbrook and Flora Philbrook that they have been sued by A. J. Rigdon in the Court of Common Pleas of Union County and must answer by the 10th 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 26th day of November 1894.
Witness my hand and the seal of said Court this 17th day of November A. D. 1894.

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

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 indorsement thereon to the within named Flora Philbrook personally and to Harry Philbrook by leaving a copy at his usual place of residence on the 19th day of Nov 1894. Wm. G. Brodgraves, Sheriff.

Sheriff's Fees	\$	2
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Copy		30
Total	\$	1 82

Order of Sale.

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Order of
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The following Order of Sale was filed the 22nd day of March A. D. 1895.

The State of Ohio, Union County S. S.

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas holden at the Court House in Mansville in said County of Union, on the 14th day of January 1895 A. J. Higdon obtained a Judgment and Decree against Harry Philbrook and Flora Philbrook for the sum of Two hundred and thirty three and ¹²/₁₀₀ Dollars. And whereas, it was then and there by said Court ordered, adjudged, and decreed that the said Harry Philbrook and Flora Philbrook within three days from the 14th day of January A. D. 1895 pay unto the said A. J. Higdon the said sum of Two hundred and thirty three and ¹²/₁₀₀ Dollars with interest from the 14th day of January 1895 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, three days aforesaid have fully expired, and the said sum of Two hundred and thirty three and ¹²/₁₀₀ Dollars and costs aforesaid, have not been paid, or any part thereof, as appears to us of record - We therefore command you, that you proceed, without delay, to appraise, advertise, and sell according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, to wit: the undivided one third of the following premises viz:

Situate in the Village of Millard Center, County of Union and State of Ohio.

1st Tract Being a part of Lot Number One Hundred and Eight (108) in French Hamlets Addition to said Village, Beginning at the South East Corner of said Lot and running in a westerly direction and parallel with the P. O. & St. L. R. R. tracks, 36 feet, thence in a northerly direction 165 feet thence in an Easterly direction 84 feet thence in a southerly direction along the west margin of an Alley 165 feet to the place of beginning, excepting therefrom 15 feet off the North end of said lot to be used as an Alley.

2nd Tract; Being In Lot Number One Hundred and Eighteen (118) in Kennington and Millers Sub-division of the South part of Lot Nos 8th & 9th in said Village, for a more definite description thereof reference is hereby made to the recorded plat of said sub-division in the Office of the Recorder of said Union County Ohio.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansville this 5th day February A. D. 1895.

J. V. Gonnell, Clerk.

Sheriff's Return.

Sheriff's
Return.

The State of Ohio. }
Union County. } S. S.

Sheriff's Fee	\$ 2	Received this writ the 6 th day of February A. D.
Remis.	25	1895 and on the 11 th day of February A. D. 1895 I called
Levy.	25	an inquest of George W. Brown, W. S. Colson and Wm.
Sworn Appraisers	25	M. Snodgrass three disinterested, freeholders and residents
Swearing "	25	of the County, and caused the within described real estate
Viewing "	1 00	to be duly appraised, on their oaths: they on the same day
Writing Apprais.	25	returned to me an estimate of the value thereof. To wit:
Copy of "	25	\$475 ⁰⁰ Under their hands and seals, a copy of which
Notice to Printer	25	I forthwith deposited with the Clerk of the within named
Affidavit to "	25	Court. Thereupon I caused public notice of the time and
Writing Notice,	25	place of sale of said Real Estate to be given for more than
Mileage.	1 00	thirty days (to-wit: five consecutive weeks) before the day
Return.	25	of sale by advertisement in the Marysville Tribune,
Total.	5 45	a newspaper printed in said Union County, and of
Appraisers Fee	3 00	general circulation therein, as will appear by a copy of

And on the 16th day of March A. D. 1895 at the door of the Court House in Marysville Ohio at the hour of 1 o'clock P. M. of said day the time and place of sale specified in said notice I offered the within described Real Estate at public Auction: and then and there struck off and sold the same to A. J. Rigdon.

1st Tract for One hundred and seventy five (\$175⁰⁰) Dollars.
 2nd Tract for One hundred and forty five (\$145⁰⁰) Dollars for the sum of Three hundred and twenty dollars (\$320⁰⁰) being the highest bidder thereof, and the sum bid being more than two-thirds of the Appraisal Value.

Wm. M. Snodgrass Sheriff.
 And said sum being more than two-thirds of the Appraised value thereof, I then and there publicly sold and struck off said Lands and Tenements to him for said sum of \$320⁰⁰ Dollars.

Wm. M. Snodgrass Sheriff.
 The following Sheriff's Land Appraisal was filed the 12th day of Feb. 1895:

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 M. Snodgrass Sheriff, in and for said County, impartially to appraise, upon actual view, the following described Lands and Tenements to-wit:
 Situated in Union County Union Township Ohio to-wit: the undivided one third of the following premises viz. situated in the Village of Milford Center Ohio. First Tract. Being a part of Lot Number One hundred and Eight (108) in French Garwards Addition to said Village. Beginning at the South East corner of said Lot and running in a westerly direction and parallel with the P. O. & St. L. R. R. track 36 feet thence in a Northerly direction 165 feet thence in an Easterly direction 34 feet thence in a Southerly direction along the West Margin of an Alley 165 feet to the place of beginning excepting therefrom 15 feet of the North end of said lot to be used as an alley.
 Second Tract. Being in Lot Number One hundred and Eighteen (118) in Kennings and Miller's Sub-division of the South part of Butt Lot No 849 in said Village for a more definite description thereof reference is hereby made to the recorded plat of said sub-division in the

Proof of Publication

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Office of the Records of said Union County Ohio to be sold on an Order of Sale issued from the Court of Common Pleas of said County, in the action of A. J. Rigdon Plaintiff against Harry Philbrook and Elora Philbrook Defendant do forthwith after actual view of said premises make return and say that the same are of the real value in money of Dollars.
 Given under our hands and seals this 11th day of Feb A. D. 1895.
 First Tract: \$258.33 1/3
 Second Tract: \$264.66 2/3
 George W. Brown. Seal
 W. S. Alden. Seal
 W. W. Snodgrass. Seal

The State of Ohio, Union County, ss.
 I hereby certify that the within named appraisers, George W. Brown, W. S. Alden, W. W. Snodgrass are true holders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 11th day of February A. D. 1895.
 W. W. Snodgrass, Sheriff.

The following Proof of Publication was filed the 8th day of April A. D. 1895:
 Sheriff's Sale.

Proof of Publication

A. J. Rigdon. }
 vs. } On Order of Sale.
 Harry Philbrook. }

In Union County Common Pleas Court.
 By virtue of the above mentioned writ, from said Court and to me directed, I will offer at public sale at the north door of the Court-house in Marysville, Union County, Ohio, on Saturday, March 16th 1895, 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 Union, bounded and described as follows: The undivided one-third of the following premises, viz: Situated in the Village of Milford Center.
 First Tract - Being a part of Lot Number One Hundred and Eight (108) in French Woods Addition to said Village, beginning at the South-East corner of said lot and running in a Westerly direction and parallel with the P. & O. and St. L. Railroad track thirty six feet; thence in a North by direction 165 feet to the place of beginning, excepting therefrom 15 feet off the North end of said lot to be used as an alley.
 Second Tract - Being in Lot Number One Hundred and Eighteen (118) in Kenning's and Miller's sub-division of the South part of Quit Lot No 249 in said Village, for a more definite description thereof reference is hereby made to the recorded plat of said sub-division in the Office of the Records of said Union County Ohio.
 First Tract appraised at \$775.00 Second Tract at \$600.00. Terms of sale, Cash.
 February 13th 1895 - 5th.
 W. W. Snodgrass,
 Sheriff Union County, Ohio.

The State of Ohio, Union County, ss.
 I 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 13th 1895.
 W. A. Shearer.
 Sworn to and subscribed before me this 8th day of April 1895:
 J. M. Goodell, Clerk.
 Printed Fees \$13.25.

Remand on the 14th day of January A. D. 1898 an Entry was made on the Journal by The Clerk of the Court.

Entry
No. 6827.

A. J. Rigdon
V.S.
Harry Philbrook et al. } Entry.

This day this cause came on for hearing on the Petition of the Plaintiff and the evidence. The Court find that the defendant have been duly served with summons in this case. And that they are in default for answer and demand. And that the allegations of the petition are confessed by them to be true. And that there is due the plaintiff from the defendant, Harry Philbrook, on the promissory notes set forth in the petition, with interest to the first day of this term the sum of One Hundred and Thirty Three and no Dollars. The Court further find that in order to secure the payment of said notes the defendants Harry Philbrook and Flora Philbrook, his wife executed and delivered to said A. J. Rigdon, the plaintiff, their certain mortgage as in the petition described. And on the premises therein described in the second cause of action therein set forth. That said Mortgage Records of said Union County, Ohio is a good and valid lien on the premises described in said second cause of action in said petition. And that the conditions in said mortgage have been broken. That said defendant Harry Philbrook and Flora Philbrook his wife, executed and delivered to The Citizens Home and Savings Company, their certain mortgage as in the petition described. And on the premises therein described in the fourth cause of action therein set forth: that said mortgage was duly recorded in book 33 page 42. of the Mortgage Records of said Union County, Ohio and is a good and valid lien on the premises described in said fourth cause of action in said petition. And that the conditions in said mortgage have been broken. That said mortgage was duly sold, assigned, and transferred to said A. J. Rigdon plaintiff and that he is now the legal owner and holder thereof.

It is therefore considered, adjudged, and decreed that unless the defendant Harry Philbrook within three days from the Entry of this decree, pay or cause to be paid, to the Clerk of this Court the costs of this case. And to the Plaintiff herein the sum so found due as aforesaid, with interest from January 14th 1898. The defendant's equity of redemption be foreclosed, and said premises be sold. And that an order of sale issue, return 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.
Burdick for Plff.

In final Entry in this case see page 161.

Went
J. N. Garner
Clerk.

Petition
No 6841.

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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. 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 five.

Be it remembered that heretofore Term on the 15th day of December A. D. 1895 Thomas P. Shields filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Maria S. Liggitt et al. to wit:

Petition
No 6841.

Thomas P. Shields Plaintiff.
Against

Court of Common Pleas,
Union County Ohio.

Maria S. Liggitt, N. E. Liggitt
James A. Liggitt, L. A. Shields
L. Wayne Liggitt, Clara M.
Liggitt, G. E. Liggitt, Liggitt Defendants.

Petition

The said plaintiff says that he is the owner of the lands herein described situated in the County of Union in the State of Ohio to wit lots No three-one-four-and seven and two of the subdivision of the Mary G. Shields land as shown by the proceedings in the Probate Court of Union County Ohio which lots are described as follows- Lot No 3 of 96 Acres- No 4 of 126 Acres- No 7 of 15 1/2 Acres and No 12 being Lot No 12 in the Village of Watkins in said County and Lot No 1 of 162 Acres that Luther Liggitt held the legal title to said land without making a deed thereof to the plaintiff, but he had no interest therein and his heirs at law have no interest therein but one of his children to wit G. E. Liggitt is a minor under the age of eighteen therefore unable to execute any deed for the same. The defendant Maria Liggitt is his widow and N. E. Liggitt, James A. Liggitt, L. A. Shields, L. Wayne Liggitt, Clara M. Liggitt and G. E. Liggitt are his children and only heirs at law, the latter being a minor under the age of majority but neither of said heirs have any interest in said lands. The plaintiff asks a decree of the Court or does said defendants to release to plaintiff in fee simple by their deed of quit claim all of their interest in said land and in default thereof that the decree of the Court may operate as such conveyance so that the plaintiff may hold the legal title to the same.

Robinson & Woodburn Attys for Plff.

The State of Ohio Union County S. S.

Thomas P. Shields being duly sworn says the allegations of the foregoing petition are true as he believes.

Thomas P. Shields.

Sworn to before me and signed in my presence December 15th 1894.

J. N. Coonell, Clerk.

The following summons was filed the 22nd day of December A. D. 1894.

Summons

The State of Ohio.

To the Sheriff of said County:

Union County, S. S.

You are hereby commanded to notify G. E. Liggitt that he has been sued by Thomas P. Shields in the Court of Common Pleas of Union County and must answer by the 12th day of January A. D. 1895. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summonses on the 24th day of December 1894

Witness my hand and the seal of said Court this 15th day of December A.D. 1894.
J. H. Grenell, Clerk.

The State of Ohio.

Sheriff's Return.

Union County.

Sheriff's Fee	\$	2
Service Return		25
Mileage		32
Copy		16
Total		75

Received this writ December 17th A.D. 1894, at 9 o'clock A.M. and served same by delivering a certified copy of this writ with the indorsement thereon to the within named J. Wilson Lippett personally on the 20th day of December 1894.

Wm. H. Snodgrass.

The following answer of Guardian Ad Litem was filed the 25th day of January A.D. 1895:

Answer of Guardian Ad Litem.

Thomas P. Shields,
V.S.
Maria S. Lippett et al.

Court of Common Pleas
Union County Ohio.
Answer of Guardian Ad Litem.

Now comes the defendant J. Wilson Lippett a minor for whom E. W. Porter has been appointed Guardian Ad Litem and now said defendant by his said Guardian Ad Litem says he knows nothing of the facts alleged in plaintiff's petition and desires the same and demands proof thereof.

E. W. Porter.

Remand on the 25th day of January A.D. 1895 an entry was made on the Journal by the Clerk of the Court.

Entry No. 66841.

Thomas P. Shields,
V.S.
M. S. Lippett et al.

Entry No. 66841.

Now come the parties in this case and therefore the Court appoint E. W. Porter Guardian Ad Litem of the minor defendant J. Wilson Lippett who thereupon filed his answer herein. Whereupon the Court having heard the evidence in the case and being satisfied from the evidence that the allegations of the petition are true do find for the plaintiff on the issues joined and do therefore order and decree that the said defendant execute to plaintiff their quit claim and releasing to plaintiff their interest in the premises described in the petition in ten days and in default of such compliance that this decree shall operate as their full compliance for such purpose and the plaintiff is hereby entitled in his possession and title therein and the plaintiff is ordered to pay the costs of this proceedings.

Wm.

J. N. Gurnee
Clerk.

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Please continuance and held at the Court House in Mayville 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 January Term: on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that hereupon Term on the 4th day of April A.D. 1894 Springfield Revenues filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John J. Gintley. To wit:

Petition No. 6684

Springfield Revenues (limited) Plaintiff }
 Against } Court of Common Pleas
 John J. Gintley Defendant } Union County Ohio
 Petition

First: The plaintiff alleges that on the 13th day of January A.D. 1894 an account was stated between the plaintiff and defendant upon which there was found to be due from the defendant to the plaintiff the sum of Fifty three dollars which sum the defendant agreed to pay to plaintiff.

Second: The plaintiff alleges further that on said day it sold defendant goods at his request to the value of nine dollars.

Third: No part of either sums have been paid and there is due from the defendant to the plaintiff thereon the sum of Sixty Two dollars with interest from the 13th day of January A.D. 1894. The plaintiff therefore prays judgment for said sum and interest and for costs.

James E. Robinson, Attorney for Plaintiff.

Of the State of Ohio Union Co. S.S.
 James E. Robinson being first duly sworn deposes and saith that he is the Attorney of record of the said Springfield Revenues plaintiff in the aforesaid action and that the said plaintiff is not a resident of said County of Union. And this Affiant further saith that the several matters and things contained in said petition are according to the best of his knowledge, information and belief true in substance and in fact and further he saith

Sworn to before me and subscribed in my presence this day of May A. D. 1894.

Wm. A. Phelps, Notary Public.

The following Entry was filed the 12th day of September A.D. 1894.

Entry No. 6684.

Springfield Revenues Pl. }
 v.s. } Court of Common Pleas
 John J. Gintley Def. } Union County Ohio
 Entry

This Cause coming up this 14th day of Sept. 1894 upon motion of Defendant for leave to answer in ten days the Court upon consideration grants such leave.

The following Answer was filed the 24th day of September A.D. 1894.

Answer

Springfield Revenues Pl. }
 v.s. } Court of Common Pleas
 John J. Gintley Def. } Union County Ohio
 Answer

First Defence.

Defendant denies each and every Allegation in Plaintiff's petition contained.

Second Defence.

The amount stated alleged in Plaintiff's petition is not against the Defendant but against Tonguet and Lorse. And it is evidenced by a certain paper writing filed with the Justice's Transcript herein, which paper writing Plaintiff's Agent persuaded defendant to sign without consideration and while the said defendant was so intoxicated to be wholly incapable of transacting business, and unable to comprehend the purport of said paper writing and the interest and effect of attaching his signature thereon. All of which Plaintiff said Agent then and there well knew.

John J. Gintley.

State of Ohio Union County, S.D.

John J. Gintley his first and duty sworn says that he is defendant in the above entitled action and that the allegations made and facts stated in the foregoing pleading are as he verily believes true.

John J. Gintley.

Subscribed and sworn to before me this 22nd day of Sept 1894.

R. B. Cook, Notary Public.

Money, for costs, due D. G.

At Newark on the 31st day of January S.D. 1895 an Entry was made on the Journal by the Clerk of the Court:

Entry No. 6687.

Springfield Revenues Limited, P. L. Co. v. s.

John J. Gintley, Defendant.

In Court of Common Pleas Union County, Ohio. Entry - Jan. 31st 1895:

On the 31st day of January 1895 this cause came on for trial, as duly set. And the Plaintiff failing to appear by Agent or Attorney and it being made to appear to the Court that Plaintiff had due and actual notice of the date set for said trial, and had proposed to defendant's Attorney to accept (\$900) Nine Dollars the amount for which defendant offered to confess judgment at the bringing of this action, in full settlement hereof and to dismiss this action; and that said amount had been duly forwarded to Plaintiff, and thereupon the Court find for the defendant. It is therefore considered by the Court that the defendant go hence without day and recover from Plaintiff his costs herein expended, taxed at \$66 2/3.

Witness

J. M. Dornier 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 January Term on the 17th day of January in the year of Our Lord one thousand eight hundred and ninety two.

Be it remembered that hereofore, to wit on the 17th day of March A. D. 1892. Charles Johnson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William M. Bartlett. to wit:

Charles Johnson, Plaintiff }
v.s. } Court of Common Pleas,
William M. Bartlett, Defendant. } Union County Ohio.
Petition.

The Plaintiff, Charles Johnson, says that upon the 24th day of September, 1890, the Defendant, William Bartlett together with one M. Burr Falmage and Bartlett and Falmage, a partnership firm doing business under that firm name and style, executed and delivered to one Silas D. Johnson their certain joint and several negotiable promissory note of that date, whereby they and each of them, jointly and severally, promised to pay to the said Silas D. Johnson the sum of \$1300 upon the 24th day of November, 1890, in which note, the said Silas D. Johnson was named by his initials as S. D. Johnson, and the Defendant, William M. Bartlett executed the same by his initials as W. M. Bartlett. And by the terms of the said note, the said maker thereof, agreed to pay interest thereon at the rate of 8% per annum to be paid annually.

Plaintiff says further that upon the 25th day of November, 1890, there was paid upon the said note, by the Defendant, to the said Silas D. Johnson, the sum of \$300, and afterwards upon the 13th day of December, 1890, there was paid to said Silas D. Johnson the sum of \$500 and that no other or further payments upon said note have been made.

He says that afterwards, on or about the 16th day of May, 1891, for a full and valuable consideration, and in the ordinary course of business, the said note was indorsed to him by the said Silas D. Johnson, and that he is now the legal holder and owner thereof, and that there is due him thereon from the Defendant, William M. Bartlett, the sum of \$500 with interest thereon from the 24th day of November, 1890, at the rate of 8% per annum. A copy of said note is hereto attached, marked Exhibit A.

Wherefore Plaintiff prays judgment against Defendant for the sum of \$500 with interest at the rate of 8% from the 24th day of November 1890.

By W. T. Hoopes and
Louis D. Johnson, his Attorneys.

State of Ohio, Auglaize County, S.D.

Charles Johnson, the Plaintiff, being first duly sworn, says the allegations of his foregoing petition are true as he verily believes
Charles Johnson.

Sworn to before me by the said Charles Johnson, and by him subscribed in my presence this 16th day of December, 1891.

Anthony Gulchman Notary Public,
Auglaize County Ohio.

Receipt.

To Clerk: Issue summons for Defendant in the above entitled case, to Sheriff of

Union County, returnable according to law. Docket. Plaintiff prays judgment for the sum of \$600 with interest thereon at 8% from the 24th day of Nov. 1891.
W. F. Hoopes
Louis D. Johnson. Attorney.

Exhibit "A"

Wt. G. Lillard, Ohio. Sept. 24th 1890.

On the 24th day of November, I or We, or either of us, promise to pay \$600 to Johnson or order. Within 30 days of date of this receipt, with eight per cent. interest, after due to be paid annually and _____ per cent. before due.

(Signed) Carlisle & Talmage.

W. Buss. Talmage.

W. M. Carlisle.

The following summons was filed the 17th day of March A. D. 1892.

The State of Ohio.

To the Sheriff of Union County:

Union County,

You are hereby commanded to notify William M. Carlisle that he has been sued by Charles Johnson in the Court of Common Pleas of Union County, and must answer by the 16th day of April, A. D. 1892, on the petition of the said plaintiff which will be taken as true, and judgment rendered according to law.

You will make due return of this summons on the 28th day of March A. D. 1892.

Witness my hand and the seal of said Court, this 17th day of March A. D. 1892.

R. M. Gray, Clerk.

Summons
No. 6357.

The State of Ohio.

Sheriff's Return.

County

Sheriff's Fee	\$ 2
Deputy's Return	30
Mileage	2 50
Copy	20
Total	\$ 37 50

Received this 17th day of March A. D. 1892 at 10:30 clock P. M. and send same by detaching a true and certified copy of this writ with the endorsement thereon to the within named William M. Carlisle, Defendant on the 17th day of March 1892.

Thomas Martin, Sheriff.

The following motion for security for costs was filed the 5th day of April, 1892.

Motion
No. 6357.

Charles Johnson, Plaintiff.
Against

William M. Carlisle, Defendant.

In the Court of Common Pleas of Union County Ohio.

Motion.

And now comes the said Defendant and moves the Court to require the plaintiff to give security for costs herein and for ground thereof says that said plaintiff is a non-resident of said Union County Ohio.

John M. Boudich.

Attorney for Defendant.

The following motion of Carlisle & Talmage & W. Buss. Talmage to be made parties defendant was filed the 6th day of April, A. D. 1892.

Motion
No. 6357.

Charles

William

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To name

Defendant

Charles

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Plaintiff

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Motion
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Plaintiff

Motion.
No. 635-7.

Charles Johnson, Plaintiff.
Against.
William M. Gartiole, Defendant.

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

And now come Gartiole and Talmage and M. Burr Talmage and move the Court to permit them to be made parties defendant, and to waive service and enter their appearance herein, and to join with said Defendant William M. Gartiole in the defense and for ground thereof says that this action is founded upon a note which is the partnership indebtedness of said Gartiole and Talmage. And that said partnership is composed of said William M. Gartiole and M. Burr Talmage and that said firm of Gartiole and Talmage and said M. Burr Talmage are necessary parties to the complete adjudication of this action.

John M. Reddick Attorney for Gartiole and Talmage and M. Burr Talmage.

The following Motion of Wm. M. Gartiole to make additional defendants was filed April 5th 1892.

Motion
No. 635-7.

Charles Johnson, Plaintiff.
Against.
William M. Gartiole, Defendant.

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

And now comes the said Defendant William M. Gartiole and moves the Court to permit Gartiole and Talmage and M. Burr Talmage to be made parties defendant herein and for ground thereof says that this action is founded upon a note which is the partnership indebtedness of said Gartiole and Talmage and that said partnership is composed of said William M. Gartiole and M. Burr Talmage and that said firm of Gartiole and Talmage and said M. Burr Talmage are necessary parties to the complete adjudication of this action.

John M. Reddick Attorney for Defendant.

The State of Ohio. }
County of Union. } S.S.

William M. Gartiole the defendant, being sworn makes oath that the facts stated in the foregoing motion are as affiant believes true.

W. M. Gartiole.

Sworn to by said William M. Gartiole before me, and signed by him in my presence. This 11th day of April, A.D. 1892.

R. M. Gray, Clerk.

The following Motion was filed the 3rd day of May A.D. 1892.

Motion.
No. 635-7.

Charles Johnson, Plaintiff.
Against.
W. M. Gartiole, Defendant.

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

And now comes the said Defendant and moves the Court to require the Plaintiff to attach a copy of the note sued on, together with all credits and indorsements thereon, to his petition herein filed, - as required by Statute.

John M. Reddick
Attorney for Defendant.

Entry.
No. 635-7.

Charles Johnson.
vs.
Wm. M. Gartiole.

The following Entry was filed May 2nd 1893.

This day this cause came on to be heard upon the demurrer of Plaintiff to the Second, Third, Fourth, and Fifth Defenses in the answer set forth

and was argued by Counsel, whereupon after careful consideration the Court being fully advised, doth sustain the said demurrer.

The following Entry was filed the 3rd day of May A.D. 1892.

Entry. No. 6357

Charles Johnson, v.s. Wm. M. Bartlett.

Entry.

This day this cause came on to be heard upon the motion of defendant to make the firm of Bartlett & Dalmage or W. Bann. Dalmage parties defendant herein and also upon the motion of the said firm of Bartlett & Dalmage and of the said W. Bann. Dalmage to be made parties defendant herein. And was argued by Counsel, whereupon the Court after careful consideration thereof and being fully advised, in the premises doth overrule the said Motion and refuses to make any order bringing in the said parties named in the said motions as defendants or permitting them to come in as such under said motions to which such judgment and decision of said Court said Defendant them and there excepted.

Burdick for Deft.

Approved.

Louis D. Johnson for Plff.

The following Entry was filed the 29th day of September A.D. 1892.

Entry. No. 6357

Charles Johnson, v.s. William M. Bartlett.

Entry.

This day this cause came on for hearing on motion of the defendant to require the plaintiff to attach a copy of the note with all the credits and indorsements thereon to his said petition, and the same was argued by Counsel and submitted to the Court on consideration whereof the Court do sustain said motion, to which ruling of the Court the plaintiff by his Attorney them and there excepted.

Louis D. Johnson for Plff.

Burdick for Deft.

The following Entry was filed the 5th day of June A.D. 1893.

Entry. No. 6357

Charles Johnson, v.s. Wm. M. Bartlett.

Entry.

This day this cause came on to be heard upon the demurrer of defendant to the petition, and was argued by Counsel whereupon consideration whereof the Court doth overrule the said demurrer to which decision of the Court the defendant excepted.

The following Answer was filed the 6th day of January A.D. 1893.

Answer. No. 6357

Charles Johnson, Plaintiff. Against. William M. Bartlett, Defendant.

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

And now comes the said defendant and for answer to plaintiff's petition, says: First Defense, that said defendant admits the execution of said note by said

firm... as set... Bartlett... alleged... second... the... parties... that... notes... individual... making... by... W. B... thereof... third... and... City of... by a... Couran... and the... would... Defenda... but the... said... ruled... in ad... said... all of... Dalmage... at date... and note... of... fourth... parties... against... More... sum of... Court... there... \$500... judgm... said... mendite... said... tranz... allowed... note... fifth... tranz... and...

firm of Bartlett & Dalmage, M. Russ Dalmage and this defendant, to said S. D. Johnson as set forth in said petition that there was paid upon said note the sum of \$800 on October 25th 1890 and \$600 on December 13th 1890, and defendant denies each and every other allegation contained in said petition that is not herein specifically admitted.

2nd

Second Defense: Defendant says that said note is the partnership indebtedness of the firm of Bartlett & Dalmage as hereinafter set forth herein that said partnership is composed of said defendant William M. Bartlett and M. Russ Dalmage that by a private arrangement between said Bartlett and Dalmage all partnership notes were to be, and are, signed by the firm name and then by both of said partners individually all of which was fully known to said S. D. Johnson at the time of the making of said note and the same was fully known to said plaintiff at and before bringing this action, and that said firm of Bartlett and Dalmage and said M. Russ Dalmage are necessary parties to the full and complete adjudication hereof and this defendant asks that they be made parties hereto.

3rd

Third Defense: Defendant says that said note was executed by said firm of Bartlett and Dalmage for the remainder of the purchase money of certain real estate in the City of Toledo, Ohio, which was by said S. D. Johnson conveyed to said Bartlett and Dalmage by a General warranty deed dated September 24th 1890 in which deed said S. D. Johnson covenanted with said Bartlett and Dalmage that he was the owner of said premises in fee simple and that the title thereto was clear, free and unincumbered, and that said S. D. Johnson would forever warrant and defend the same against the claims of all persons whomsoever. Defendant says that the title to said premises was not clear, free and unincumbered, but there was the sum of ten dollars taxes which was at that time a lien thereon, which said Bartlett and Dalmage were compelled to, and did, pay; and that said premises were then rented to a third party, and the rental thereof amounting to seventy dollars had been paid in advance to said S. D. Johnson, or his duly authorized agent and said defendant and said Dalmage were kept out of the possession of said premises for the period of two months, all of which was well known to said S. D. Johnson and wholly unknown to said Bartlett and Dalmage were damaged in the sum of Eighty Dollars, that said note was long past due at date of pretended transfer to Plaintiff that said S. D. Johnson is wholly insolvent and nothing can be made off him by law, and defendant asks that he be allowed said sum of Eighty Dollars as a set off against said note as of the date of September 24th 1890.

4th

Fourth Defense: Defendant says that said defendant and said M. Russ Dalmage, as partners in business, under the firm name of Bartlett & Dalmage obtained a judgment against said S. D. Johnson, and others, by the consideration of the Court of Common Pleas of Morrow County, Ohio at a regular term thereof, which commenced on the 4th day of May 1891 in the sum of \$1752.25 from which judgment of said Court, error was pursued to the Circuit Court within and for said Morrow County, Ohio and said Circuit Court at a regular term thereof which commenced December 4th 1891 modified said judgment by ordering the sum of \$600.00 deducted therefrom, and that with the exception of said modification, said judgment is still in full force, unrevoked and unsatisfied and is still owned by said Bartlett & Dalmage. Defendant says that said S. D. Johnson was, at the time of the rendition of said judgment and now is, wholly insolvent, excepting the ownership of said note herein sued on which said note was long past due at the date of said pretended transfer of said note to the Plaintiff. Defendant asks that said judgment be allowed as a set off, or counter claim, against said note, to the full amount of said note and interest.

5th

Fifth Defense: Defendant says that said S. D. Johnson was, on the date of the alleged transfer of said note, to wit: May 18th 1891, and for a long time prior thereto had been, and still is, indebted to said defendant and said Dalmage as partners as aforesaid

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in an amount largely in excess of the remainder due on said note. which said indebtedness was reduced to judgment as set forth in Fourth Defense herein and a double indebtedness existing as set forth in the Third Defense herein so that cross-demands were existing on said May 10th 1894. and had so existed for a long time prior thereto between said S. D. Johnson and said Garbick ^{the} balance to such an extent that S. D. Johnson could not have recovered judgment against said defendant on said Garbick ^{the} balance on said note which was then long past due.

By Andrew ^{and} John M. Woodruff
Attorneys for Defendant.

State of Ohio

}
d. d.
}

County of Morrow

William M. Garbick, the defendant being sworn makes oath that the facts stated in the foregoing answers are as affiant believes true.

W. M. Garbick.

Sworn to by said William M. Garbick before me, and signed by him in my presence, this 5th day of January A. D. 1893.

J. P. Gage, Notary Public,
Morrow County Ohio.

The following Entry was filed the 11th day of January A. D. 1893.

Charles Johnson

v. s.

W. M. Garbick.

}
Entry.
}

This day came the plaintiff and in compliance with the order of the Court made at this term attached a copy of the note sued on in this action with all inducements thereon to the petition.

The following Demurrer was filed the 12th day of January A. D. 1893.

Charles Johnson, Pff.

v. s.

W. M. Garbick, Deft.

Court of Common Pleas of
Morrow County Ohio.

Demurrer.

And now comes the plaintiff and demurs to the Second Third, Fourth and Fifth Defenses in the answer set forth and to each of said defenses because each of said defenses is insufficient in law on its face and because the facts stated in the said defenses are not sufficient to constitute any defense to the petition.

By W. D. Hoopes ^{and} Louis D. Johnson
his Attorneys.

The following Demurrer to 2nd Amended Answer was filed May 10th A. D. 1894.

Charles Johnson.

v. s.

William M. Garbick.

}
Court of Common Pleas of
Morrow County Ohio.
Demurrer.

And now comes the plaintiff and by leave of Court demurs to the second defense contained and set forth in Defendant's second amended answer herein and as ground of demurrer says that said second defense is insufficient in law on its face, and does not state facts sufficient to constitute a defense to this action.

By Louis D. Johnson his Attorney.

Demurrer to
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Entry
No. 6357

Demurrer
No. 6357

Demurrer
No. 6357

The following Demurrer to Petition was filed the 11th day of May A.D. 1893.

Charles Johnson Plaintiff. } In the Court of Common Pleas of
Against } Union County Ohio.
William M. Bartlett Defendant. } Demurrer to Petition.

And now comes the said defendant and demurs to the plaintiff's petition herein filed and for ground thereof says: That said petition does not state facts sufficient to constitute a cause of action against this defendant.

John D. DeGolly and
John M. Kaudick, Attorneys for Defendant.

The following Answer was filed the 5th day of July A.D. 1893.

Charles Johnson Plaintiff. } In the Court of Common Pleas of
V.S. } Union County, Ohio.
William M. Bartlett Defendant. } Answer.

And now comes the said defendant William M. Bartlett, and for this his amended answer to the plaintiff's petition leave of court for that purpose first had and obtained says:

1st. That said defendant admits the execution of said note by said firm of Bartlett and Dalmage and M. Burr Dalmage and this answering defendant to said C. D. Johnson as set forth in said petition; and that there was paid upon said note the sum of \$300.00 October 26th 1890; and \$500.00 December 18th A. D. 1890. And the defendant denies each and every other allegation contained in said petition that is not herein specifically admitted to be true or specifically denied;

2nd. Defense. This defendant denies that said note was ever assigned or endorsed over to said Charles Johnson by said Elias D. Johnson and he further denies that said Charles Johnson is the legal holder and owner thereof.

3rd. Defense. This defendant says that said note is the partnership transaction of the firm of Bartlett and Dalmage, that said firm of Bartlett and Dalmage is the principal on said note and that said M. Burr Dalmage and this answering defendant are simply the sureties thereon in their individual capacity; all of which was fully known to the said S. D. Johnson at the time of the making of said note and also fully known to this plaintiff at and before the commencement of this action. And that the pretended transfer of said note to this plaintiff by said S. D. Johnson was made long after the maturity thereof and wholly without any consideration and was only made for the purpose of cheating and defrauding this defendant.

4th. Defense. This defendant further says that the consideration of said note was the remainder of the purchase money of certain real estate in the City of Toledo, Ohio, which was by the said S. D. Johnson conveyed to the said Bartlett and Dalmage by a deed of general warranty; which said deed covenanted with the said Bartlett and Dalmage, that he the said S. D. Johnson was the legal owner of said premises in fee simple and that the title thereto was free, clear and unincumbered. And that said S. D. Johnson would forever warrant and defend the same against all persons whomsoever. And this defendant says that the title to said premises was not clear, free and unincumbered but that there was the sum of \$10.00 Ten Dollars - Taxes which was at the time a lien thereon; which said principal, Bartlett and Dalmage were compelled to pay and did pay; and that said premises were at the time of the execution of said deed leased to a third party and the rental thereof, to wit: - the sum of \$10.00 Seventy Dollars had been paid by the said lessee.

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1st To the said S. D. Johnson before the making and delivery of said deed to said Bartisole & Dalmage: all of which facts were fraudulently concealed by said S. D. Johnson and not made known to said firm of Bartisole & Dalmage, nor to said W. M. Bartisole, nor to said M. Burr Dalmage; but on the contrary was willfully, fraudulently and purposely withheld from them by the said S. D. Johnson for the sole purpose of cheating and defrauding them, thereby inflicting and damaging said firm of Bartisole & Dalmage in the sum of Eighty Dollars. That said S. D. Johnson is wholly insolvent and has no property whatever out of which said sum of money can be made an execution.

5th Defense: The defendant says that said note is fully paid.

6th Defense: This defendant further says that said principal on said note, Bartisole & Dalmage obtained a judgment against said S. D. Johnson by the consideration of the Court of Common Pleas of Morrow County, Ohio, at the May Term A. D. 1891, which Court commenced on the 4th day of May A. D. 1891, in the sum of \$1282.45 and which judgment was afterwards affirmed by the Circuit Court of said County, with the modification of the sum of \$500.00 that said judgment has long since become absolute and is still unpaid and in full force and effect and said sum of \$1282.45 with interest is still due from said S. D. Johnson to said principal on said note, said Bartisole & Dalmage. That said S. D. Johnson is wholly insolvent and was insolvent at the time of the rendition of said judgment and has no property out of which the same can be made under an execution.

7th I think all of the above facts, counter claims and defenses existed long before and at the time of said pretended, fraudulent transfer and still exist and are yet due and unpaid. All of which this defendant is ready to make appear.

The State of Ohio,

Morrow County,

} d. d.

John M. Rudwick and
John D. Dugolby, Attorneys for D. J.

Before me personally came William M. Bartisole, who being duly sworn according to law, deposes and says that the facts, matters and things set forth and contained in the foregoing answer are true, as he verily believes.

W. M. Bartisole.

Sworn to by the said William M. Bartisole before me and by him subscribed in my presence this 8th day of July A. D. 1893.

R. D. Buxton, Notary Public,
In and for Morrow County Ohio.

The following Second Amended Answer was filed the 24th day of November, 1893.

Second Amended Answer.

Charles Johnson, Plaintiff
Against
William M. Bartisole, Defendant.

} In the Court of Common Pleas of
Union County Ohio.
Second Amended Answer.

And now comes the above named defendant and for answer to the plaintiff's petition says: First, That said defendant admits the execution of the note upon which this action is founded, by the firm of Bartisole & Dalmage, M. Burr Dalmage and this defendant, to said S. D. Johnson, as purported by the copy thereof attached to plaintiff's petition and as avowed in said petition, and that there was paid upon said note the sum of \$300.00 October 25th 1893 and \$500.00 Dec 13th 1893

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and defendant denied each and every other allegation contained in said petition that is not herein specifically admitted.

Second Ground of defense: This said defendant for a second ground of defense to the claim of the said plaintiff says that the note sued on in this action, was executed by the firm of Bartlett & Dalmage, M. Burr, Dalmage and this defendant W. M. Bartlett, that said note is the partnership indebtedness of the said firm of Bartlett & Dalmage, that said partnership is composed of said defendant William M. Bartlett and said M. Burr Dalmage, that by a private arrangement between said Bartlett and said Dalmage, all partnership notes were to be and are, signed by the firm name of Bartlett & Dalmage, and also by each of said partners individually; all of which was fully known to said S. D. Johnson at the time of the making of said note, and the same was fully known to said plaintiff at the time of, and before bringing this action, that the said firm of Bartlett & Dalmage obtained a judgment against said S. D. Johnson, R. P. Halliday & A. B. Chase, by the consideration of the Court of Common Pleas of Monroe County Ohio, at a regular term thereof, which convened on the 4th day of May 1891, in the sum of \$1252.⁰⁰ that the same was so rendered upon a claim for services rendered and expenses incurred by said William M. Bartlett as such partner as aforesaid at the special instance and request of said S. D. Johnson, R. P. Halliday & A. B. Chase during the 1887 & 1888; and that the amount of said claim was afterwards on March 23rd 1889 duly liquidated in writing by said S. D. Johnson, R. P. Halliday & A. B. Chase, that soon to said judgment was presented in the Circuit Court within and for said Monroe County, Ohio, and that such proceedings were had, that the said Circuit Court, at a regular term thereof, which convened December 4th 1891, modified said judgment by ordering the sum of \$500.⁰⁰ to be deducted from and applied in part satisfaction of said judgment all of which was accordingly done, that nothing has since been paid upon said judgment, and that there remains of the sum \$752.⁰⁰ with the interest accrued thereon in full force, wholly unsecured and unsatisfied, and the same is still wholly owned by said Bartlett & Dalmage, said defendant says that at the time of the rendition of said judgment the said S. D. Johnson, R. P. Halliday & A. B. Chase, each & all were sane, since continuously have been, and now are wholly insolvent; and that none of said judgment debtor, since the rendition of said judgment have had, or now have, any property of any description save and except the note sued on in this action, out of which any part of said judgment can be recovered, that said pretended transfer of said note from S. D. Johnson to said plaintiff was after the same had fully matured, therefore this defendant asks that the said firm of Bartlett & Dalmage may be made parties defendant to this action, and should that be refused, then said defendant, on his own behalf, and on behalf of said Bartlett & Dalmage as a member of said firm, asks that the Court make an equitable set off of so much of said judgment, against said note, as is necessary to fully satisfy the same, and that other, further, and different relief be granted to this defendant as is equitable and just.

John M. Brudick, John D. Degollye,
John Dickuy, Attorneys for Defendants.

State of Ohio,
Monroe County,

William M. Bartlett, being first duly sworn deposes and says that he is defendant herein and that the facts stated in the foregoing answers are true as he believes.
W. M. Bartlett.

Subscribed in my presence and sworn to before me this _____ day of November 1893.
B. D. Bryson, Notary Public.

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The following Entry was filed the 2nd day of July A.D. 1894.

Entry
No 6307

Charles Johnson. }
v.s. } Entry
William M. Bartlett.

This day this cause came on for hearing on the demurrer of the plaintiff to the second defense in the second amended answer of said defendant herein filed and the same was argued by Counsel and submitted to the Court. On consideration whereof the Court do overrule said demurrer. It is further ordered by the Court that the firm of Bartlett and Dalmage be made parties defendant herein with leave to plead by September 1st 1894 to all of which ruling and decisions the plaintiff then and there excepts.

Broadrick for Defendant.

The following Answer of Bartlett and Dalmage was filed the 9th day of August A.D. 1894.

Charles Johnson, Plaintiff. }
v.s. } In the Court of Common Pleas of
Union County Ohio.
William M. Bartlett & M. Bruce }
Dalmage, partners under the firm }
name of Bartlett & Dalmage. Defendants. } Answer of Bartlett and Dalmage.

First - Now come the defendants William M. Bartlett and M. Bruce Dalmage, leave of the Court being first had for that purpose, and for their answer to the petition of the said plaintiff Charles Johnson, say that they do, and at the time of the execution of the note on which this action is brought, were partners doing business at Mt. Eilead, Ohio, under the firm name of Bartlett and Dalmage, that they admit the execution of the note upon which this action is founded, by the firm of Bartlett and Dalmage, M. Bruce Dalmage and William M. Bartlett to said S. D. Johnson, as purporting by the copy thereof attached to plaintiffs petition, and as in said petition, and that there was paid upon said note the sum of \$300⁰⁰, before 26th 1893, and \$500⁰⁰ December 13th 1893, and they deny each and every other allegation contained in said petition not herein specifically admitted.

Second Ground of defense. And the defendants for a second and further ground of defense to the claim of the said plaintiff say that they the said William M. Bartlett and M. Bruce Dalmage do, and at the time of the execution of the note sued on in this action, were partners doing business at Mt. Eilead, Ohio, under the firm name of Bartlett and Dalmage, that said note sued on in this action was executed by the firm of Bartlett and Dalmage and M. Bruce Dalmage and William M. Bartlett that said note was and is, wholly and solely the partnership indebtedness of the said firm of Bartlett and Dalmage, that by a private arrangement between said Bartlett and said Dalmage, all of their partnership notes were to be, and are, signed by the said firm name of Bartlett and Dalmage, and also by each of said partners individually. And that the individual names of W. M. Bartlett and M. Bruce Dalmage stand upon said note in the attitude of sureties for said Bartlett and Dalmage; all of which was fully known to said S. D. Johnson at the time of making the note aforesaid. That the said firm of Bartlett and Dalmage obtained a judgment against said S. D. Johnson, R. V. Halliday and A. B. Chase, by the consideration of the Court of Common Pleas of Morrow County, Ohio, at a regular term thereof which court was on the 4th day of May 1891 in the sum of \$1782⁰⁰ that the same

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was so rendered upon a claim for services rendered and expenses incurred by said William M. Bartlett, as such factum as aforesaid, at the special instance and request of said S. D. Johnson, R. P. Galliday and A. B. Chase, during the years 1887 and 1888 and that the amount of said claim was by invoice on March 23rd 1889 duly liquidated in writing by said S. D. Johnson, R. P. Galliday and A. B. Chase that error to said judgment was prosecuted in the Circuit Court within and for said Monroe County Ohio, and that such proceedings were had, that the said Circuit Court, at a regular term thereof, which convened December 4th 1891 modified said judgment by ordering the sum of \$500.00 to be deducted from and applied in part satisfaction of said judgment, all of which was accordingly done, that nothing has since been paid upon said judgment, and that there remains of the sum \$1282.00 with the interest accrued thereon, in full force, wholly unpaid and unsatisfied, and the same is still wholly owned by said firm of Bartlett and Talmage these defendants say that at the time of the rendition of said judgment, the said S. D. Johnson, R. P. Galliday and A. B. Chase, each and all were and since continually have been, and now are wholly insolvent; and that none of said judgment debts since the rendition of said judgment, have had, or now have any property of any description, save and except the note sued on in this action, out of which any part of said judgment can be recovered, that said pretended transfer of said note from S. D. Johnson to said plaintiff was after the same had fully matured.

Wherefore these defendants pray, that the Court make an equitable set-off of so much of said judgment, against, against said note, as is necessary to fully satisfy the same, and that such other, further and different relief be granted to these defendants as is equitable and just.

John M. Redwick John Dickey,
Attorneys for Defendants.

State of Ohio.

Monroe County.

W. Burr Talmage being first duly sworn deposes and says that he is a member of the firm of Bartlett and Talmage defendants above named, and that the facts stated in the foregoing answers are true as he verily believes

W. Burr Talmage.

Subscribed in my presence and sworn to before me this 6th day of August 1894.

R. D. Ruston, Notary Public.

The following entry was filed the 20th day of September A. D. 1894.

Entry.

Charles Johnson, }
v. s. } Entry.
Wm. M. Bartlett.

this day upon application of Plaintiff leave is given him to file reply herein forthwith.

The following entry was filed the 25th day of September A. D. 1894.

Charles Johnson, } Court of Common Pleas of
v. s. } Union County Ohio.
Wm. M. Bartlett. } Reply.

And now comes the plaintiff and by way of reply to the Second Amended Answer of Defendant William M. Bartlett and the answer of Defendant Bartlett and Talmage says that he denies each and every allegation of each of said

Answers, inconsistent without contradicting to his petition.
By Louis D. Johnson, his Attorney.

Entry.

The State of Ohio }
Union County. } D. D.

Louis D. Johnson being first duly sworn says that he is the Attorney of the plaintiff in this action that plaintiff is a non resident of said County and that affiant believes the allegations of the foregoing reply to be true.

Louis D. Johnson.

Sworn to and subscribed before me by the said Louis D. Johnson this 19th day of Sept. 1894
J. N. Cornell, Clerk.

At Term on the 28th day of January A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry.

No. 6357

Charles Johnson. }
v. } Entry.
William M. Garbutt. }

This day this cause came on for trial, and a jury being waived was submitted to the Court upon the pleadings, evidence, and arguments of Counsel. On consideration whereof the Court do find that there is due from the defendant to the plaintiff upon the note set up in his petition in the sum of Six Hundred and Eighty Two ⁰⁰/₁₀₀ Dollars, and the Court do find that there is due from the plaintiff to the defendant upon the judgment set up in their answer ⁰⁰/₁₀₀ Cross-petition the sum of One Thousand Five Hundred ⁰⁰/₁₀₀ Sixty Six ⁰⁰/₁₀₀ Dollars.

It is therefore considered and adjudged by the Court that the said sum of \$682 ⁰⁰/₁₀₀ so found due said plaintiff be, and the same hereby is allowed as a payment upon the said judgment of \$1566 ⁰⁰/₁₀₀ so found due said defendant, and to that extent said judgment of said defendant is hereby paid and satisfied.

It is further adjudged by the Court that said defendant is hereby paid ⁰⁰/₁₀₀ satisfied. It is further adjudged by the Court that said defendant recover of said plaintiff their costs herein expended Taxed at \$.

Rudrick for Defendant.
W. S. Hoopes, Attorney for Plaintiff.

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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 January Term on the 14th day of January in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that herefore writ on the 21st day of January A. D. 1895. Frank C Kellogg filed in the Clerk Office of the said Court of Common Pleas the following Petition Against Winger Harmon et al. writ.

The State of Ohio }
Union County. } S. S. Court of Common Pleas.

Frank C Kellogg. Plaintiff. }
vs. } Petition.
Winger Harmon, M. J. Harmon }
and J. L. Price. Defendants. }

The defendant, on the 30th day of Oct A. D. 1893. at Richmond Ohio executed and delivered to R. Lefore their promissory note of that date, with the warrant of Attorney annexed, true copies of which warrant and note, with all the indorsements hereon, are hereto attached marked "Exhibit A" and made a part of this petition. The plaintiff is now the legal owner and holder of said note. Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of One Hundred and twenty five dollars with interest at the rate of 6 per cent. per annum, from the 30th day of October A. D. 1893.

Wherefore plaintiff pray judgment against said defendant for the sum of One hundred and twenty five dollars with interest thereon from the 30th day of Oct A. D. 1893 at the rate of 6 per cent. per annum till paid, and for costs of suit.

J. L. Cameron. Attorney for Plaintiff.

J. L. Cameron being sworn, says that he is one of the Attorneys of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact, and that the plaintiff is a now resident of Union County Ohio.

Sworn to by said J. L. Cameron before me, and by him signed in my presence, this 14th day of January A. D. 1895.
J. N. Gosnell, Clerk.

"Exhibit A" October 30th 1893.

No 2. Eleven months after date for value received, we promise to pay to the order of Ross Lefore. One hundred and twenty five Dollars at Richmond Bank, Richmond Ohio, with interest at 6 per cent per annum after date until paid. And to secure the payment of said amount we hereby authorize, irrevocably, any Attorney of any Court of Record to appear for us in such Court, in term time or vacation, at any time hereafter, and confess a judgment without process in favor of the holder of this note, for such amount as may appear to

to be unpaid thereon, together with costs and --- dollars Attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that --- said Attorney may do by virtue hereof. \$125.00

Winget Gariman
M. J. Gariman
J. L. Price, Surety

Indorsed as follows. R. Levere. J. P. Walters.

The State of Ohio }
Union County S.D. } Court of Common Pleas.

Frank B. Kellogg, Plaintiff.

Answer.

Winget Gariman, M. J. Gariman,
and J. L. Price, 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 One Hundred and thirty three dollars and 65 cents, being the amount appearing due for principal and interest on said note, and also for costs of suit. To be paid; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

L. Piper, Attorney for Def.

Frank B. Kellogg, Plaintiff.

Judgment Entry.

Winget Gariman, M. J. Gariman,
and J. L. Price, Defendants.

This day came the plaintiff, by his Attorney also appeared in open Court, for and on behalf of said defendant, L. Piper an Attorney at Law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred and thirty three dollars and 65 cents, being the amount of the principal and interest due on said note, and for the costs to be paid, 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 One Hundred and thirty three dollars and 65 cents being the amount of said note with interest computed at 6 per cent. per Annum, from the 30th day of Oct. A. D. 1893, and also his costs therein expended, To be paid at

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Judgment Entry.

Motion;

The following Motion was filed the 7th day of February A. D. 1895.

Frank B. Kellogg, Plaintiff,	} Court of Common Pleas Union County Ohio.
Against,	
Winger Harrison, M. J. Harrison, and J. L. Price Defendants.	} Motion

The said defendants now come and move the Court here to vacate the judgment heretofore entered in this action at the present term of this Court for the following reasons to wit. Said judgment was rendered upon a warrant of Attorney for more than was due the plaintiff. And that the defendant was not summoned or otherwise legally notified of the time and place of taking such judgment.

Winger Harrison
M. J. Harrison
and
J. L. Price
By James E. Robinson
their Attorney.

Affidavit.

The following Affidavit was filed the 7th day of February A. D. 1895.

Frank B. Kellogg, Plaintiff,	} Court of Common Pleas Union County Ohio.
Against,	
Winger Harrison et al Defendants.	} Affidavit

Winger Harrison being first duly sworn according to law deposes and says that the judgment taken in the above action was taken upon a warrant of Attorney for more than was due the plaintiff. That the defendant was not summoned or otherwise legally notified of the time and place of taking such judgment.

That there is in fact nothing due the plaintiff on the note described in the plaintiffs petition. That said note was fully satisfied by the defendant to the original payee and that the plaintiff is not an innocent purchaser for value.

Winger Harrison.

Sworn to before me and subscribed in my presence this 2nd day of February 1895:
J. M. Sanders
Notary Public

Affidavit.

The following Affidavit was filed the 16th day of March A. D. 1895.

State of Illinois.	} S. S.
Cook County.	

Frank B. Kellogg being duly sworn says that he is the plaintiff in the above entitled cause against Winger Harrison et al; that he has been for the past six years and is now a resident of the City of Chicago Illinois. That Affiant on the 11th day of September A. D. 1894 purchased the note in the petition in said cause described for a valuable consideration to wit the sum of One Hundred Dollars paid to L. P. Walter who was at the time a bar specified the owner and holder of said note. That said note was purchased by Affiant in the usual course of business and without any knowledge whatever on his, Affiant's part of any defense thereto or any

set-off on any counter claims against the same or any part thereof, and says that he the said affiant, is now the bona fide owner and holder of said title.

Frank B. Kellogg.

Sworn to before me by said Frank B. Kellogg, and by him signed, in my presence this 14th day of March A.D. 1895.

James F. Trout.

Notary Public

Attest

J. N. Cornell

clerk.

Plead 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 January term: on the 14th day of January in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 10th day of March A.D. 1894 filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Rebecca Milligan et al. To wit:

Lester Clark Susan Garth
William S. Garth her husband.
Henry C. Clark. Plaintiffs.

Against

Rebecca Milligan David Milligan
Rosa Milligan Nellie Milligan
Charles Milligan Jesse G. Milligan
Amos S. Milligan Margaret Ann Jenkins Defts.

In the Court of Common Pleas of Union County Ohio.

Petition.

Petition No. 6680.

The plaintiffs say:

That on the first day of July 1826 William Milligan and Samuel Milligan purchased two hundred acres of land from Lyne Starting Administrator of the estate of Lucas Sullivan deceased, which is bounded and described as follows, viz: Situated in the County of Union and State of Ohio Beginning at two Elms and a Buckeye upper corner on Darty Creek to land sold Angus Clark thence up the creek with its meanders N. 15° W. 40 poles N. 18° E. 41 poles N. 12° W. 21 poles to a Hackberry, Box Elder and Buckeye on the East bank of the Creek thence N. 63° E. 368 poles to 3 small Ashes on the back line of Survey No. 2888. thence S. 37° E. 83 poles to the N. E. corner of said Clark thence with said Clark's line S. 63° W. 416 poles to the beginning. Containing Two hundred acres, it being part of Survey No. 2888 in name of Peter Manifold on Darty Creek. About the year 1835 said William Milligan and Samuel Milligan had an amicable partition of said premises, by which said William Milligan was assigned the North West one-half of said premises and said Samuel Milligan was assigned the South East one-half of said premises. The survey of said premises was made by Levi Phelps Esq. who was then the County

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Surveyor of said Union County, Ohio. - The portion so assigned to said William Milligan was bounded and described as follows, viz: Situate in Union County Ohio, Part of Survey No. 2833. Beginning at a Buckeye, Samuel Milligan's upper corner on the bank of Darby Creek, thence up the bank with the meander thereof N. 18° N. 4 poles, N. 8° E 41 poles, N. 13° N. 21 poles to a Hickory, Box Elder and Buckeye on the East bank of the creek, thence N 53° E. 338 poles to three small bushes and the back line of Survey No. 2833. Thence S. 37° E 48 poles to a stake, witness a Dogwood and Sugar tree, thence S. 63° N. 400 poles to the place of beginning, the remainder of said Two hundred Acre tract was assigned to said Samuel Milligan. Immediately after the said survey of said premises each of said William Milligan and Samuel Milligan entered into possession and occupancy of their respective portions thereof, and ever since said year 1835 said parties above named and those claiming under them have held open, notorious, exclusive, adverse and peaceable possession of each of their said portions of said premises, although no deeds were ever made between them for said portions, or if such deeds were ever made the same have been lost or destroyed without having been recorded, the said plaintiff Henry G. Clark is now the legal owner, and in possession and occupancy of said premises so set off and assigned to said William Milligan. Said Samuel Milligan died about the 19th day of November 1856 leaving a Last Will and Testament in which he devised his said portion of said premises to his wife Mary Milligan, during her life, and after her death, the sum of Fifty Dollars was devised to said defendant Margaret Ann Jenkins and the remainder to be equally divided among the legal heirs of the brother and sister of said testator. Said Samuel Milligan left no brother and one sister of the whole blood, living at the time of his death, he had only one brother of the whole blood, the said William Milligan, and one sister Margaret Milligan who intermarried with Bishop and whose issue were as follows: Rebecca, Jane Bishop, Sarah & Elizabeth intermarried with Jacob Burns and Susannah intermarried with James W. Smith, all of whom conveyed their respective interests in said premises to Samuel Milligan. Said William Milligan died leaving the following children, viz: Samuel Milligan, William Milligan, James R. Milligan, Jesse G. Milligan, Rachel G. Milligan, Morgan B. Milligan, and Amos S. Milligan. Said James R. Milligan, Morgan B. Milligan and Rachel G. Milligan, intermarried with one Charleworth Powell, conveyed their respective interests to said Samuel Milligan last aforesaid. Said William Milligan, last aforesaid, conveyed his interest in said premises to Abel G. Wait, who conveyed the same to Caleb Clark, who afterwards died intestate leaving said plaintiff's Lester Clark, Susan Caryl, and Henry G. Clark his sole heirs and legal representatives. Said Samuel Milligan son of William Milligan and grandchild of said heirs aforesaid, died leaving said defendants Rebecca Milligan (his widow) and David Milligan, Rosa Milligan, Nellie Milligan, his children and Charles Milligan (his grandson and adopted son) his sole heirs and legal representatives - Said Mary Milligan died during the year 1893. The plaintiffs are entitled to one undivided one-tenth of said premises. Said defendant Rebecca Milligan is entitled to down in the undivided six-tenths of said premises and subject to said down said defendants David Milligan, Rosa Milligan, Nellie Milligan and Charles Milligan are each entitled to the undivided one-fourth of the undivided six tenths of said premises - all of said last named defendants reside at Taylorsville, Christian County Illinois. said defendant Jesse G. Milligan is entitled to the undivided one-tenth of said premises he resides at
 Said defendant Amos S. Milligan is entitled to the undivided one-tenth of said premises, he resides at.

Plaintiffs therefore ask that the title of said Henry C. Clark to said One Hundred Acre set off and assigned to William Milligan be herein set forth be quieted and that partition of said One Hundred Acre be made, or if the same cannot be done then, that the same be sold as provided by law.

John M. Brodick
Attorney for Plaintiffs

The State of Ohio.

County of Union.

v. s.

Lester Clark, one of said Plaintiffs, being first duly sworn says that the facts stated in the foregoing petition are as affiant believes true.

Lester Clark.

Sworn to by said Lester Clark before me, and signed by him in my presence this 10th day of March 1894.

Burnham E. Bates
Notary Public

The following Amended Petition was filed the 17th day of October A.D. 1894.

Lester Clark, Susan Garyl, William S. Garyl,
Henry C. Clark. Plaintiffs.

v. s.

In the Court of Common Pleas of
Union County Ohio.

Amended
Petition.
No. 6680.

Rebecca Milligan, David Milligan, Rosa Milligan,
Nellie Milligan, Charles Milligan, Rebecca Milligan,
Nancy Hamel, Mary Murphy, Julia Milligan,
Margaret Ann Jenkens, Lillie Geo.
E. Lillie, William E. Milligan, Charles V.
Milligan, Chancy Cagy, Gertie Clark, Defendants.

Lester Clark, Susan Garyl, and William S. Garyl,
her husband, and Henry C. Clark. Plaintiffs.
Against.

Rebecca Milligan, David Milligan, Rosa Milligan,
Nellie Milligan, Charles Milligan, Rebecca Milligan,
Louisa Milligan, Nancy Hamel, Mary Murphy, Julia
Milligan, Lillie Geo. E. Milligan, Charles
V. Milligan, Annie E. Anderson, Chancy Cagy, Gertie
Clark, Margaret Ann Jenkens. Defendants.

In the Court of
Common Pleas of
Union County Ohio.

The Plaintiffs say:

That on the first day of July 1826 William Milligan and Samuel Milligan purchased two hundred acres of land from Lynn Starling, Administrator of the estate of Lucretia Sullivant, deceased, which is bounded and described as follows: viz: Situated in the County of Union and State of Ohio, Beginning at Two Corners and a Buckeye upper corner on Darby Creek to land sold August Clark; thence up the creek with its meanders N. 18° W. 46 poles N. 18° E. 41 poles N. 13° W. 21 poles to a back bay, Boy Elder Buckeye on the East bank of the creek; thence N. 63° E. 358 poles to 3 small Ashes on the bank line of Survey No. 2833; thence S. 37° E. 83 poles to the corner of said Clark; thence with said Clark's line S. 53° W. 416 poles to the beginning, containing two hundred acres, it being part of Survey No. 2833, in name of Peter Manifold on Darby Creek, about the year 1835 said William Milligan and Samuel Milligan,

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had an amicable partition of the said premises, by which said William Milligan was assigned the North West one-half of said premises and said Samuel Milligan was assigned the South East one-half of said premises. The survey of said premises was made by Levi Phelps Esq. who was then County Surveyor of the said Union County Ohio. The portion so assigned to said William Milligan was bounded and described as follows, viz: Situate in Union County Ohio, part of survey No. 2833. Beginning at a Buckeye, Samuel Milligan's upper corner on the Bank of Darby Creek; thence up the Creek with the meanders thence N. 15° W. 4 poles, N. 5° E. 41 poles, N. 12° W. 21 poles to a Hickory, Box Elder and Buckeye on the East bank of the Creek; thence N. 53° E. 358 poles to three small Cakes on the back line of Survey No. 2833, thence S. 37° E. 43 poles to a stake, witness a Dog, wood and Sugar tree; thence S. 53° W. 400 poles to the place of beginning. The remainder of said Two hundred Acre tract was assigned said Samuel Milligan.

Immediately after the said Survey of said premises each of said William Milligan and Samuel Milligan entered into possession and occupancy of their respective portions thereof, and ever since said year 1835 said parties above named and those claiming under them have held open, notorious, exclusive, adverse and peaceable possession of each of their said portions, or if such deeds were ever made the same have been lost or destroyed, without having been recorded. The said plaintiff, Henry B. Clark, is now the legal owner, and in possession and occupancy of said premises so set off and assigned to said William Milligan. Said Samuel Milligan died about the 19th day of November 1856 leaving a Last Will and Testament in which he devised his said portion of said premises to his wife Mary Milligan, during her life and after her death, the sum of Fifty Dollars was devised to said Defendant, Margaret Ann Jenkins and the remainder to be equally divided among the legal heirs of the brother and sisters of said Testator. Said Milligan, widow of said Samuel Milligan, died about the month of August 1898. Said Samuel Milligan had two brothers, William Milligan and John Milligan, and one sister, Margaret Milligan who inter-married with one Daniel Bishop, whose issue was as follows: Rebecca Jane Bishop, Sarah Elizabeth intermarried with Jacob Burns and Susanna intermarried with James M. Smith, all of whom conveyed their respective interests in said premises to Samuel Milligan, son of William Milligan. Said William Milligan died leaving the following children, viz, Samuel Milligan, William Milligan, James R. Milligan, Jane G. Milligan, Rachel Milligan, Morgan B. Milligan and Ann S. Milligan. Said James R. Milligan, and Morgan B. Milligan, and Rachel E. Milligan who inter-married with one Charlesworth Powell, conveyed their respective interests to said Samuel Milligan last aforesaid. Said William Milligan last aforesaid conveyed his interests in said premises to Abel C. Wait, who conveyed the same to Gabriel Clark, who afterwards died intestate leaving said plaintiffs Ester Clark, Susan Garyl, Henry B. Clark, and Ellen Keam, his sole heirs and legal representatives. Said Ellen Keam died intestate and without issue, leaving Oriah D. Keam, her husband, who conveyed his interest in said premises to said plaintiffs. Said Samuel Milligan, son of William Milligan and grantee of said heirs aforesaid, died leaving said defendants, Rebecca Milligan (his widow) and David Milligan, Rosa Milligan, Nellie Milligan (his children) and Charles Milligan (his grand son and adopted son) his sole heirs and legal representatives.

Said John Milligan, brother of Testator, died leaving the following children, viz: William Milligan, Jackson Milligan, Washington Milligan, Samuel Milligan, J. Lawrence Milligan, Sarah Jane Milligan, Eliza Milligan, Lucretia Milligan.

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Samantha Milligan, one Rachel Milligan, said children of John Milligan, living at the time of the death of the Testator. William William Milligan, Washington Milligan, J. Laurence Milligan, Sarah Jane Milligan, Eliza Milligan, Lucetta Milligan, and Rachel Milligan, all died, intestate unmarried and without issue. The aforesaid Jackson Milligan, died intestate leaving the following children, viz: Shouldah Milligan who inter-married with one Geo. Lillie, William E. Milligan and Charles V. Milligan, said Samantha Milligan intermarried with one Geo. Gagy, died intestate leaving two children Nancy Gagy and Gerty Gagy intermarried with one Clark, the husband of Samantha Milligan. The aforesaid Geo Gagy, died in the year 1879. Said Jackson Milligan left his widow Annie E. Milligan who intermarried with one La. Vasse, W. Anderson, who is since deceased. The said plaintiffs are entitled to one undivided one twentieth of said premises, said defendant Rebecca Milligan is entitled to down in the undivided seven twentieths of said premises and subject to said down said defendants, David Milligan, Rosa Milligan, Nellie Milligan and Rachel Milligan are each entitled to the undivided one fourth of the undivided seven twentieths of said premises. All of said last named defendants reside at Taylorville Christian County Illinois. Said Jesse H. Milligan died leaving said Defendants, Rebecca Milligan his widow and Louisa Milligan his only child, subject to the down said, Rebecca Milligan said Louisa Milligan is entitled to the undivided one twentieth of said premises, their place of residence is Taylorville Christian County Illinois. Annis Milligan died leaving his widow Nancy Milligan now Nancy Chamel and Mary Murphy and Julia Milligan and subject to the down estate of said Nancy Chamel, said Mary Murphy and Julia Milligan are each entitled to the undivided one half of the undivided one twentieth of said premises, their place of residence is Taylorville Christian County, Illinois. Said defendant Annie E. Anderson is entitled to down in the undivided five twentieths of said premises and subject to said down said defendants Shouldah Lillie, William E. Milligan, and Charles V. Milligan are each entitled to the undivided one third of the undivided five twentieths of said premises. Said Shouldah Lillie resides at Topeka Kansas. Said William E. Milligan resides at Dallas Texas. Said Charles V. Milligan resides at San Antonio Texas. Said defendants Nancy Gagy and Gerty Clark are each entitled to the undivided one half of the undivided five twentieths of said premises and have sold their interests to said Charles V. Milligan. Plaintiffs therefore ask that the title of Henry E. Clark to said one hundred acres set off and assigned to said William Milligan as herein set forth be quitted, and that the partition of said one hundred acres devised by said Samuel Milligan be made, or if the same can not be done then that the same be sold as provided by law.

John M. Brodick, Attorney for Plaintiffs.

The State of Ohio }
 Union County. } S.S.

John Clark, one of the Plaintiffs, being first duly sworn says that the facts stated in the foregoing petition are, as affiant believes true.
 Sworn to by said John Clark before me and signed by him in my presence this 16th day of October 1894.
 Lester Clark,
 J. H. Kinrade, Notary Public.

Answer and Cross Petition No. 6680.

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I hereby waive the issuing of summons and enter my appearance herein this 16th day of October 1894. Margaret Ann Jenkins.

By John M. Brodwick her Attorney.

We hereby waive the issuing of summons and enter our appearance herein this eighteenth day of October 1894.

Rebecca Milligan, Rebecca Milligan.
David Milligan, Lurisa Milligan.
Rosa Milligan, Nancy Gamel.
Nellie Milligan^{and}, Mary Murphy^{and}
Charles Milligan, Julia Milligan.
B. L. Piper
Their Attorney.

Annie C. Anderson
Gouldak Lillie
William C. Milligan
Charles V. Milligan
Chancy Gagy
Girtie Clark
By C. V. Milligan Their Attorney.

The following Answer and Cross Petition of Defendants was filed the 17th day of Nov. 1894.

Answer and
Cross
Petition
No. 6680.

Girtie Clark et al. Plaintiffs, } In the Court of Common Pleas,
v.s. } Union County Ohio.
Rebecca Milligan et al. Defendants.

And now come all the Defendants herein, except Margaret Ann Jenkins, and for answer by way of cross-petition to the petition of the plaintiffs say: That they admit that William Milligan and Samuel Milligan purchased two hundred acres of land in the manner and as described in the petition, and that they made a mica ble partition thereof and occupied the premises as in the petition set forth; that Samuel Milligan died about the 19th day of November, 1886, leaving a Last Will and Testament by which he devised the said lands then owned by him, to his wife, Mary Milligan, during her life time and at the death of my wife, the real estate aforesaid I give and devise to my brothers and sisters lawful heirs (with the exception of \$50.00 which I will and devise to my step-daughter, Margaret Ann Jenkins) the rest of my estate then to be equally divided among my brothers and sisters legal heirs. That the defendants named in the petition herein were related to Testator and are related to each other in the manner as set forth in the petition.

That the said Gouldak Lillie, William C. Milligan, Annie C. Anderson, Chancy Gagy, Girtie Clark conveyed their respective interests to said Charles V. Milligan. That the said Charles V. Milligan is entitled to the undivided ten twentieths of said premises.

Cross-Petition.

Defendants say that from the death of the said Samuel Milligan until the beginning of this action, the premises described in the petition have been held and possessed by the tenant for life in the said estate, and those holding through her, who have collected the rents, issues and profits thereof during said time;

That the Plaintiffs named in the petition have been and are in possession of said premises by virtue of being heirs at law of Girtie Clark, who purchased the life estate in said premises from Mary Milligan;

That said Plaintiffs, while such tenants for life did unlawfully and unjustly cut down and remove from said premises certain timber standing and growing upon said lands, and disposed of the same and converted the proceeds to their own use to the great injury and loss to the reversionary estate, and said

Plaintiffs did while such tenants, remove from said premises large quantities of sand and gravel and take and carry the same away which they converted to their own use to the great injury and loss to the remaining estate has been injured in the sum of \$2000.00 for which these answering Defendants ask that an accounting be had, as between Plaintiffs and Defendants to this action, and the amount so found due be adjudged and docket a lien against Plaintiffs interest in said premises and that judgment be allowed in favor of the respective interests in the amount thereof which is justly due to each respectively; that partition of said estate be ordered, and, in event the same can not be divided without manifest injury, that it be ordered sold and the proceeds divided in accordance with the several interests which shall be ascertained by Court, and for such other and further relief as is proper and right.

Leonidas Piper & C. V. Milligan,
Attorneys for all Defendants save
Margaret Ann Jenkins.

The State of Ohio.

County of Union.

L. Piper, being first duly sworn, deposes and says, that he is the Attorney of record of the said defendants in the aforesaid action, and that the said defendants are not residents of said County of Union and are now absent therefrom. And that the affiant further says that the several matters and things in said Answer and Cross-petition are, according to the best of his knowledge, information and belief, true in substance and in fact; and further he says not.

Leonidas Piper,

Signed in my presence, and sworn to before me, this 17th day of November A.D. 1854.
J. N. Coonall, Clerk.

William Milligan.	1	Samuel Milligan.	Rebecca Milligan - widow - David H. Milligan. Rosa Milligan. Willie Milligan.
	2	William Milligan.	Charles Casner - Milligan adopted son. Susan Gary. Gustin Clark. } By descent from Henry S. Clark } Caleb Clark - Grantor.
	3	James H. Milligan.	Heirs of Samuel Milligan Grantor - By descent
	4	Jesse G. Milligan.	Rebecca Milligan - widow Louisa Milligan.
	5	Rachel Milligan.	Paul Heirs of Samuel Milligan Grantor - By descent
	6	Morgan B. Milligan.	" " " " " " " " " " " "
	7	Amos S. Milligan.	Nancy Chamet - widow Mary Murphy Julia Milligan.
	8	Rebecca L. Bishop.	" " " " " " " " " " " "
	9	Sarah C. Owen	Heirs of Samuel Milligan Grantor - By descent
	10	Susannah Smith	" " " " " " " " " " " "
John Milligan.	11	William Milligan.	Died intestate unmarried & without issue.
	12	Jackson Milligan.	Abraham Lullie William S. Milligan. Harriet S. Milligan.
	13	Washington Milligan.	Died intestate unmarried & without issue.
	14	Samuel Milligan.	" " " " " " " " " " " "
	15	Lawrence Milligan.	" " " " " " " " " " " "
	16	Sarah Lane Milligan.	" " " " " " " " " " " "
	17	Elija Milligan.	" " " " " " " " " " " "
	18	Lucelia Milligan.	" " " " " " " " " " " "
	19	Samandra Milligan.	Fancy Cagy Julie Cagy } Charles V. Milligan Gaston } Grantor.
	20	Rachel Milligan.	Died intestate unmarried & without issue.

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The following Entry was filed the 4th day of December A.D. 1894.

Lester Clark, et al. }
 v.s. } Entry.
 Rebecca Milligan, et al.

This day this cause came on to be heard upon the petition of plaintiffs and the answer of the defendants and the evidence; and the Court find that all of the defendants have had due legal notice of the pendency and demand of said petition.

Thereupon, the Court further find that the plaintiff Henry B. Clark is the legal owner of the land set off and assigned to William Milligan, and it is ordered adjudged and decreed that the same be quieted and confirmed unto the said Henry B. Clark.

The Court further finds that the plaintiffs and the defendants are tenants in common in the estate described in the petition as being set off by amicable division to Samuel Milligan.

That the plaintiffs, Lester Clark, Susan Bayl. and Henry B. Clark have each a legal right to the undivided one-eighth (1/8) of said last named premises;

That the defendant, Rebecca Milligan, widow of Samuel Milligan, deceased, is entitled to dower in the undivided seven-twentieths (7/20) of said premises, and that subject to said dower said defendants, David Milligan, Rosa Milligan, Nellie Milligan, and Charles Milligan have each a legal right to the undivided seven-eighths (7/8) of said premises.

That said defendant Rebecca Milligan, widow of Jesse S. Milligan, deceased, is entitled to dower in the undivided one-twentieth (1/20) of said premises; that subject to said dower of Rebecca Milligan said defendant Louisa Milligan has a legal right to the undivided one-twentieth (1/20) of said premises.

That said Nancy Hamel, as widow of Amos S. Milligan, deceased is entitled to dower in the undivided one-twentieth (1/20) of said premises; and subject to said dower said defendants, Mary Murphy and Julia Milligan have each a legal right to the undivided one-fourth (1/4) of said premises.

That said defendants, Annie S. Anderson, Huldah Lillie, W. E. Milligan, Phancy Bagby and Gertie Clark have sold their respective interests in said premises to Charles V. Milligan.

That said defendant, Charles V. Milligan is entitled to the undivided 2/5 of said premises. That plaintiffs are entitled to have partition of said estate made as prayed in their petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and L. B. Harvey, C. E. Lincoln, and W. H. Jordan, 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 a true named he cause to be set off and divided to each of the a true named parties the part and

proportion of said estate to which they are severally a true found entitled. And of his proceedings herein said Sheriff is ordered to make due return.

As to all questions of waste and all other matters herein this cause is continued;

The following Writ of Partition was filed the 16th day of January A.D. 1895.

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 Sept Term, A.D. 1894, in a civil action therein pending (for partition) wherein Lester Clark et al the plaintiffs, and Rebecca Milligan et al. the defendant, you are hereby commanded, that by the

Caths of L. B. Harvey, C. E. Lincoln and W. H. Jordan three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose. You cause partition to be made of the following described real estate, situate in the County of Union and in the State of Ohio: Beginning at an Elm and a Buckeye upon corner on Darby Creek to land sold Angus Black: thence up the Creek with its meanderings N. 16° W. 45 poles N. 18° E. 41 poles N. 12° W. 21 poles to a hackberry, Box Elder and Buckeye on the East bank of the Creek; thence N. 63° E. 358 poles to 3 small ashes on the bank line of Surray No 2833. thence S. 37° E. 83 poles to the corner of said Black's; thence with said Black's line S. 58° W. 416 poles to the beginning: Containing two hundred acres, situate in Union County Ohio, part of Surray No. 2833. Beginning at a Buckeye, Samuel Milligan's upper corner on the Bank of Darby Creek: thence up the Creek with the meander thereof N. 16° W. 4 poles N. 8° E. 41 poles N. 12° W. 21 poles to a Hackberry, Box Elder and Buckeye on the East Bank of the Creek thence N. 63° E. 358 poles to three small ashes on the bank line of Surray No 2833; thence S. 37° E. 43 poles to a stake, witness a Dog-wood and Sugar tree; thence S. 58° W. 400 poles to the place of beginning.

- To, Susan Black, Susan Bayl, and Henry G. Black, each 1/60 part
- To, Rebecca Milligan widow of Samuel Milligan Dove in 1/20 part
- To, David Milligan, Rosa Milligan, Nellie Milligan & Charles Milligan Subject to said dove 1/60 part
- To, Rebecca Milligan widow of Jesse G. Milligan to Dove in 1/20 part
- To, Louisa Milligan, Subject to the Dove of Rebecca Milligan 1/20 part
- To, Nancy Chamel entitled to Dove in 1/20 part
- To, Mary Murphy & Julia Milligan Subject to Dove of defendant each 1/40 part
- To, Charles V. Milligan, 1/2 part

But if 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 Mansfield this 8th day of January A. D. 1895.
J. N. Gosnell Clerk

Sheriff's Return.

Sheriff's Fees	\$	0
Service		25
Mileage	1	76
Executing Writ	1	00
Swearing Com.		25
Report Com.		25
Return		25
Total	3	76
Commissioner's Fee	\$	0
L. B. Harvey	1	00
C. E. Lincoln	1	00
W. H. Jordan	1	00
Total	6	76

As commanded by the foregoing Writ of Partition, I have executed the same by the Caths of L. B. Harvey, C. E. Lincoln, W. H. Jordan, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.
 Given under my hand this 11th day of January A. D. 1895.

Wm. G. Snodgrass, Sheriff

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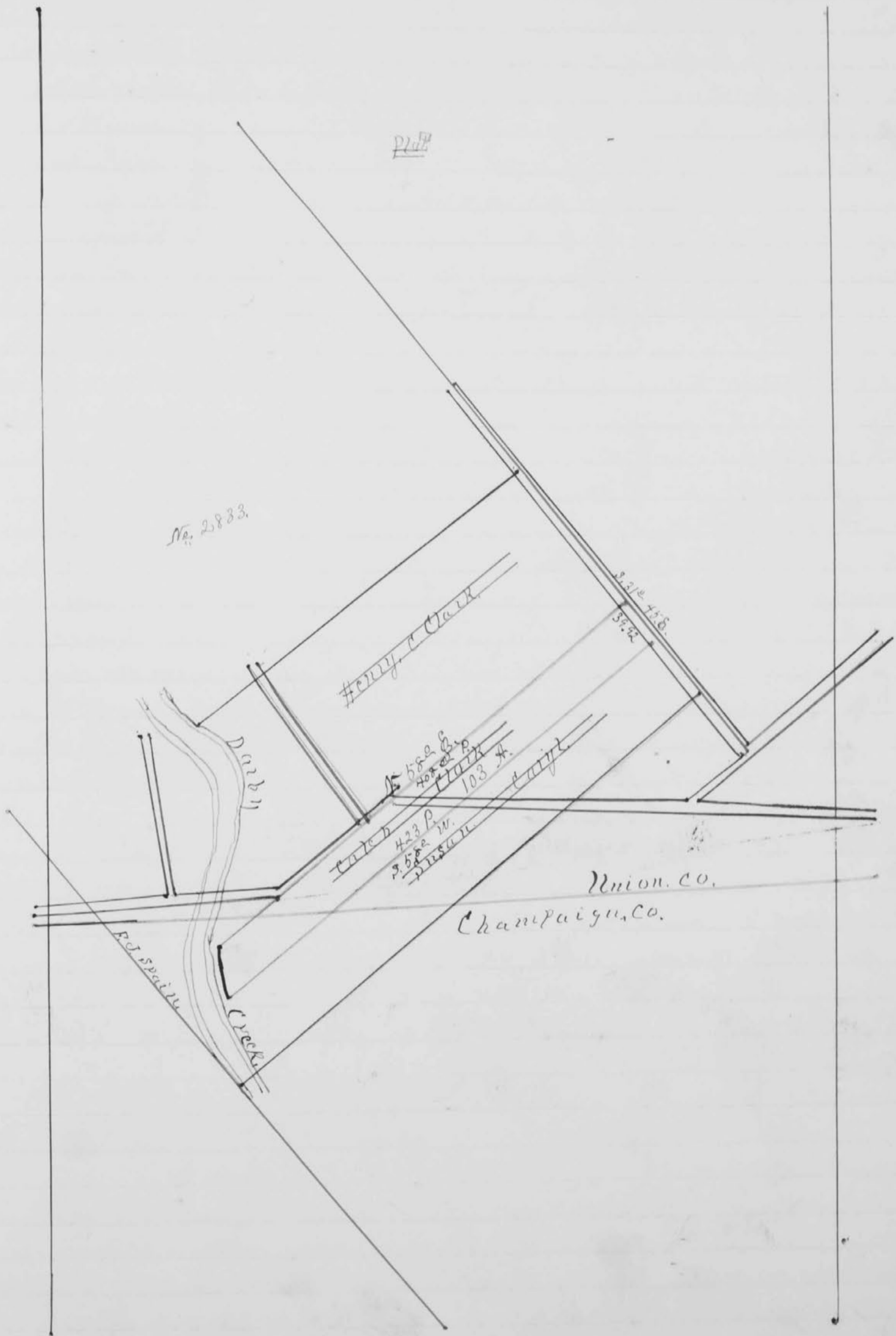
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Survey Report



Description.

Situated in the State of Ohio, County of Union, Township of Allen, and part of Survey No. 2833, and bounded and described as follows: Beginning in the North margin of Darby Creek at the South East corner of Henry G. Clark's land (witness a stone and tile on the bank);

thence with the East line of said Clark's land, North 58 deg. East 408 poles to a stone and brick at the North East corner of said Clark's land and in the center of the Clark and Dawson Public Road; thence with the center of said Road, South 31 deg. 45 min. East 39. ⁹²/₁₀₀ poles to a stone at the North West corner of Susan Gaylor's land; thence with the West line of said Gaylor's land, South 58 deg. West 423 poles to the North margin of Darby Creek (witness a stone and Walnut tree on the bank) thence with said North margin up the Creek with the various meanders thereof to the place of beginning; Containing 103 Acres, more or less.

Commissioners' Report.

Lester Clark, et al. } Union County, ss.
 Against } Court of Common Pleas.
 Rebecca Milligan, et al. }

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 the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at Thirty Four (\$34.00) Dollars per acre making a total of Three thousand, five hundred, and two (\$3502) dollars.

Given under our hands this 11th day of January A. D. 1896.

L. B. Harvey, }
 C. E. Lincoln, } Commissioners.
 W. H. Jordan. }

The following Entry was filed the 5th day of February A. D. 1896:

Entry
 No. 6680.
 Lester Clark et al. }
 v. s. } Entry.
 Rebecca Milligan et al. }

This day this cause came on for hearing on motion to make additional parties herein and the Court being fully advised in the premises do find that Sam. W. Frazer, Nancy J. Stewart, Margaret Love and Charles J. Stanfield are necessary parties and are devised under the Last Will and Testament of Samuel Milligan deceased, and are each entitled to the undivided one twenty-fifth of the premises described in Plaintiff's petition herein filed.

Thereupon this cause coming on further to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, and it appearing that said estate can not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement thereof in the sum of Three thousand, Five hundred, Two Dollars (\$3502.00) 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.

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And therefore notice of said parties electing to take the said estate at its appraised value, on motion of the plaintiffs it is ordered that said premises be sold at public Auction, and that an order issue therefor to the Sheriff of Union County.

Bredrick for Plaintiffs.

Piper for Defendants.

The following Order of Sale In Partitions was filed the 27th day of April A.D. 1895.

Order of Sale In Partitions.

The State of Ohio.

Union County, S.S.

To the Sheriff of said County, greeting:

In pursuance of the Order of our Court of Common Pleas, within and for the County of Union at the September Term, A.D. 1894 in a certain Petition for Partitions, now pending in said Court, wherein Peter Black, Susan Garyl, William S. Garyl, her husband and Henry B. Black, plaintiffs, and Rebecca Milligan, David Milligan, Rosa Milligan, Nellie Milligan, Charles Milligan, Jesse S. Milligan, Arnet S. Milligan and Margaret Ann Jenkins, 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, Township of Allen; and part of Survey No. 2833; and bounded and described as follows: Beginning in the North margin of Darby Creek at the Southeast corner of Henry B. Black's land, (witness a stone and tile on the bank); thence with the East line of said Black's land, N. 58° E. 408 poles to a stone and brick at the N.E. corner of said Black's land and in the center of the Black and Dawson Public Road; thence with the center of said Road, S. 31° 45' E. 397 poles to a stone at the N.W. corner of Susan Garyl's land; thence with the West line of said Garyl's land, S 58° W. 423 poles to the North margin of Darby Creek (witness a stone and Walnut tree on the bank); thence with said North margin up the Creek with the various meanders thereof to the place of beginning Containing 103 Acres, more or less.

Appraised, at \$34⁰⁰ per Acre (\$3502) subject to the Dower Estate of
And that you 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 19th day of March A.D. 1895.

J. N. Gosnell, Clerk.

Sheriff's Return.

The State of Ohio.

Union County, S.S.

S.S.

I received this Order of Sale on the 21st day of March 1895 and in obedience to the command of the same, I did, on the 27th day of March 1895 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 27th day of April A.D. 1895, at One o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: Five consecutive weeks; and in pursuance to said notice, I did, on said 27th day of April A.D. 1895, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came Henry B. Black who bid for the same the sum of Four thousand and hundred and twenty (\$4120⁰⁰) Dollars, and said sum being over two thirds of the appraised value thereof, and said Henry B. Black being the highest and best bidder

thereupon I then and there publicly sold and struck off said lands and tenements to him for the said sum of Four thousand one hundred and twenty \$4120.⁰⁰ Dollars.

Sheriff's Fee	D. C.
Service	20
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Copy to Printer	20
Printings	20 80
Return	20
Total	22 88
Ded.	2 00
Total	24 70

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

The following Proof of Publication was filed the 13th day of June A.D. 1895:

Sheriff's Sale.

Proof of Publication

Lester Clark et al. v.s. Rebecca Milligan et al.

In Partition.

John M. Bridgick Attorney.

Court of Common Pleas, Union County Ohio.

By Virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio on Saturday, April 27th, 1895. 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 Allen being bounded and described as follows: Part of Survey No 2833 beginning in the North margin of Darby Creek at the South-east corner of Henry B. Clark's land, witness a stone and tile on the bank; thence with the East line of said Clark's land, witness a stone and tile on the bank; thence with the East line of said Clark's land North 58° East 408 poles to a stone and brick at the North-east corner of said Clark's land and in the center of the Clark and Dawson public road; thence with the center of said road; South 31° 45' East 39 2/3 poles to a stone at the North-west corner of Susan Cary's land; thence with West line of said Cary's land South 58° West 428 poles to the North margin of Darby Creek (witness a stone and walnut tree on the bank) thence with said North margin up the Creek with the various meanders thereof to the place of beginning, containing 103 Acres more or less. Appraised at \$37.00 per Acre. (\$3,502.00)

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

March 27th 1895.

The State of Ohio, Union County, S.S.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with March 27th, 1895.

W. B. Shearer.

Sworn to and subscribed before me, this 13th day of June 1895.

Printers Fees, \$15.00.

J. N. Gosnell Clerk.

Entry No. 6680.

Affirmation Journal

Lester Clark

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Appointment of Administrator.

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Afterward on the 29th day of June A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6680.

Lester Clark et al. }
v.s. } Entry
Rebecca Milligan et al. }

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, the entry to Clark free from any doubt estate. It is further ordered that out of the proceeds of the said sale the Sheriff pay:

A.D. 1895.

First: To the Treasurer of Campaign County three hundred Dollars being taxes due on said premises in that County.

A County.

Second: To the Treasurer of Union County Dollars being due on said premises in that County.

Third: To the Clerk of this Court the costs of this Action, including a Counsel fee of \$112.00 to Leonidas Piper for their services herein taxed at \$

mon Pleas of Court in of 1 O'clock

Fourth: To the defendant Margaret Ann Jenkins the amount due her under said Will of said Samuel Milligan deceased, amounting to \$50.00

Fifth: The residue of said proceeds are to be held by the Court until the further order of the Court herein. As to all other matters this cause is continued, with leave to Plffs. to reply within 30 days.

Appointment of Administrator.

State of Iowa } In District Court.
Bremor County ss. }

bring to the North across a stone across a stone with 58° East and in said road: Susan Gary's 3 poles to the (mk) half to the as per here.

To whom these writings pertain shall come, Creating: Know ye, that Orville Wheeler has been appointed by the District Court of said County Administrator of the goods, Chattels and estate of N. D. Clark deceased, late of Bremor Co. Iowa with full power and authority to take possession of the same, in whose hands goods may be found, and in general to do all other acts in the premises, and fully to discharge every duty required of him as administrator aforesaid, as the law shall or may direct.

Seal

Witness my hand and the seal of the Court aforesaid, this 5th day of May, 1896.

Thos Pockels
Clerk District Court.

Ohio.

State of Iowa, Bremor Co., ss.

I, Thos Pockels Clerk of the District Court for the County and state aforesaid, do hereby certify that I have compared the foregoing copy with the original Letters of Administrator as entered in the action therein entitled, that it is a correct transcript therefrom and the whole thereof as the same remains of record in my office.

annered, in a Application

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, this 9th day of May, A.D. 1896.

Seal

Thos Pockels Clerk
By H. D. O'Day Deputy.

ck.

State of Iowa }
 Bremer-County } In District Court.

Estate of N.H. Clark deceased.

To Orville Thuler Administrator of said Estate:

You are hereby directed to publish a notice of your appointment as such Administrator within ten days after the receipt of the within Letters of Appointment, in the Waverly Democrat a weekly newspaper published at Waverly Iowa, for three consecutive weeks, three five cent mt.

And you are required to file and proof of such publication within days from this date, in this office.

Witness Thro Pockets Clerk of said Court, and the seal thereto affixed at Waverly in said County, this 8th day of May A.D. 1896.

Thro Pockets Clerk

Afterward on the 5th day of June A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry
 6680

Lester Clark et al | Court of Common Pleas,
 vs | Bremer County, Iowa.

Rebecca Milligan et al

This day this cause came on further to be heard on the application of Orville Thuler as Administrator of the estate of N.H. Clark, deceased, the same was submitted to the Court on the application and the evidence.

On consideration the Court find that said Orville Thuler is the duly appointed and qualified Administrator of the estate of said N.H. Clark, deceased, and that the funds heretofore ordered to be paid to the heirs of said N.H. Clark, deceased are necessary to pay the debts of said decedent.

It is therefore considered, ordered, adjudged and decreed by the Court that the share of said funds heretofore ordered to be paid to the heirs of said N.H. Clark, deceased, be and the same hereby are ordered to be paid to said Orville Thuler as Administrator of the estate of said N.H. Clark, and said former order of this Court is hereby modified to that extent.

and it is further ordered that said Administrator out of said funds pay the Clerk of this Court the costs of this order taxed at \$1.52

Brodrick Atty.

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J.N. Hosmer,
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Plas 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 five.

Be it remembered that hereof, writ on the 23rd day of December A.D. 1894. The Marysville Lumber Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against S. N. M^o & Son et al. writ:

Petition. The Marysville Lumber Co. Plaintiff. } In the Court of Common Pleas of
Against. } Union County Ohio.
S. N. M^o & Son & J. S. Fleck & Son Defendants. } Petition.

The plaintiff says that it is a partnership doing business under the laws of the State of Ohio. that said defendant J. S. Fleck and Son is a partnership doing business under the laws of the State of Ohio. that there is due from the defendant S. N. M^o & Son as acceptor, and J. S. Fleck & Son as drawer, to plaintiff, the sum of One Hundred, Fifteen ⁰⁰/₁₀₀ Dollars, which it claims, with interest from April 23rd 1894, on a bill of exchange, of which the following is a copy with all credits and indorsements:

\$115 ⁰⁰/₁₀₀ Marysville, Ohio. April 23rd 1894.

S. N. M^o & Son.

Please pay The Marysville Lumber Co or order One hundred Fifteen ⁰⁰/₁₀₀ Dollars out of the estimate on the Woodstock School house, that has been assigned to you by us, and charge to account of

J. S. Fleck & Son.

Accepted S. N. M^o & Son.

Whereof plaintiff asks judgment against said defendants in said sum of One Hundred and Fifteen ⁰⁰/₁₀₀ Dollars, with interest from April 23rd 1894

The State of Ohio. }
County of Union. } S. S.

John M. Brodick
Attorney for Plaintiff.

D. H. Fry, being sworn, makes oath that he is one of the firms of The Marysville Lumber Co. plaintiff and that the facts stated in the foregoing petition are as affiant believes true.

D. H. Fry.

Sworn to by said D. H. Fry before me and signed by him in my presence this 23rd day of December 1894.

Leonidas Piper
Notary Public.

Clerk:

Issue summons for the defendants to the Sheriff of Union County, Ohio, returnable according to law. Indorse. Money Due. Amount claimed, \$115 ⁰⁰/₁₀₀ with interest from April 23rd 1894.

John M. Brodick, Atty for Plaintiff.

Summons.

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Entry
No. 6845.

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The following summons was filed the 29th day of December A.D. 1894.

Summons.

The State of Ohio }
Union County, S.S. } To the Sheriff of said County.

You are hereby commanded to notify S. N. M^c. Cloud, J. S. Fleck and Son, that they have been sued by The Mansville Lumber Company in the Court of Common Pleas of Union County, and must answer by the 19th day of January A.D. 1895 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 31st day of December 1894.

Witness my hand and the seal of said Court, this 22nd day of December A.D. 1894.
J. N. Gosnell, Clerk.

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

Sheriff's Fees	\$	9
Sheriff's Return		55
Mileage		48
Copy		45
Total	\$	1.48

Received this writ, December 23rd A.D. 1894, at 3 o'clock P.M. and served same by delivering a true copy of this writ with the endorsements thereon to S. N. M^c. Cloud, personally and to J. S. Fleck and Son by leaving a copy at their usual place of residence on the 26th day of December 1894.

W^m G. Snodgrass Sheriff.

Afterward on the 11th day of March A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6845.

The Mansville Lumber Co. }
v.s. } Entry.
S. N. M^c. Cloud & J. S. Fleck & Son.

This day this cause came on for hearing on the petition of the plaintiff, and the defendants being in default for answer and demurrer the Court find the allegations of the petition confessed by them to be true, and that there is due from said defendant J. S. Fleck & Son, as drawer and said S. N. M^c. Cloud as acceptor on the bill of exchange set up in plaintiff's said petition the sum of One Hundred and Twenty One and 15/100 Dollars with six per cent interest from March 11th 1895.

It is therefore considered and adjudged by the Court that said plaintiff recover from said defendant J. S. Fleck & Son as drawer and S. N. M^c. Cloud as acceptor said sum of One Hundred and Twenty One and 15/100 Dollars with six per cent interest from March 11th 1895 and its costs herein expended paid to it and execution is awarded thereon.

Attest
J. N. Gosnell
Clerk.

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Afterward on the 3rd day of June A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
No 6827.

A. J. Rigdon }
vs. } Entry.
Harry Philbrook }

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court: And the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be, and they are hereby approved, and confirmed. And it is further ordered that the said Sheriff convey to the purchaser A. J. Rigdon, he deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holder, in said premises, so far as they may be paid herein, for the protection of his title. And the Court coming now to distribute the proceeds of said sale, amounting to Three Hundred and Twenty Dollars, it is ordered that the Sheriff out of the money in his hands, pay,
First: the costs of this action, taxed at \$
Secondly: to the plaintiff, A. J. Rigdon, the residue thereof amounting to \$
to be credited on his mortgage lien herein.
Brodick for Plaintiff

Pleas 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 April Term on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that this day on the 5th day of January A.D. 1895: Rachael G. M. Kitch filed in the Clerk's Office of the said Court of Common Pleas the following Petition against David G. M. Kitch writ:

Petition. No. 6853.

Rachael G. M. Kitch, Plaintiff. } Court of Common Pleas. }
V.S. } Union County Ohio. }
David G. M. Kitch, Defendant.

The plaintiff says she has been a resident of the State of Ohio for a year past and is a resident of Union County, - and further says that on or about May 3rd 1867 she was lawfully married to the defendant at Plain City Madison County Ohio. and that the defendant for years past has been guilty of gross neglect of his duty toward her and they have not for several years past lived together as husband and wife should do - but difficulties have constantly existed between them for years past without the fault of plaintiff - wherefore she asks a decree and divorce.

Robison W. Woodburn Atty for Plaintiff

State of Ohio Union County S.S.

Rachael G. M. Kitch being first duly sworn states and alleges made in the foregoing petition are true as she believes.

Rachael G. M. Kitch,
Sworn to before me and signed in my presence this 5th day of January, 1895:
J. N. Gosnell, Clerk.

The following summons in action for divorce was filed the 11th day of January, 1895:

Summons. No. 6853.

The State of Ohio. }
Union County, Ohio. }

You are commanded to notify David G. M. Kitch that Rachael G. M. Kitch 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 Defendant), charging him with Gross neglect 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 14th day of Jan A.D. 1895: Witness my signature as Clerk of the said Court of Common Pleas, and the seal of said Court, at Mansville this 5th day of January A.D. 1895:

J. N. Gosnell, Clerk.
Record at 10 o'clock A.M. on the 9th day of January A.D. 1895.

I, David G. M. Kitch defendant acknowledge service on me of this summons with copy of the petition and do enter my appearance in said case.

David G. M. Kitch.

Proof of Publication.

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Entry. No. 6853.

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The following Proof of Publication was filed the 8th day of April A.D. 1895.

Proof of Publication.

David G. McKittrick, residing at Galatonga, Tennessee, will take notice that Rachael G. McKittrick, filed her petition against said David G. McKittrick in the Court of Common Pleas of Union County, Ohio, on the 5th day of January, 1895, praying for a divorce, alleging gross neglect of duty toward her by said David G. McKittrick, and this case set for hearing after six weeks notice.

Robinson Woodburn, Atty for Plff.

The State of Ohio, Union County, S. S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with February 6th, 1895.

W. B. Stearns.

Sworn to and subscribed before me, this 8th day of April 1895.

Printers fees \$5.00

J. M. Gosnell, Clerk.

Afterward on the 18th day of April A.D. 1895 an entry was made on the Journal by the Clerk of the Court.

Entry No 6863.

Rachael G. McKittrick, }
vs. } No 6863
David G. McKittrick. }

Now come the plaintiff and the defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurrer to said petition. And that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty 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 Rachael G. McKittrick and David G. McKittrick be and the same hereby is dissolved, and both parties are released from the obligation of the same. It is further ordered by the Court that the plaintiff pay the costs of this proceedings.

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J. M. Gosnell
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Place continuance and held at the Court House in Mansfield within and of 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 April, viz: on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that hereof on the 23rd day of January A.D. 1895: Archie D. Wood filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Ada D. Wood. To wit:

The State of Ohio,
Union County S.S.

To the Court of Common Pleas

Petition
No. 6864

Archie D. Wood Plaintiff.

Case No 6864.

v.s.

Ada D. Wood Defendant.

The plaintiff says that he has been a resident of the State of Ohio for more than the year last past and he is now a bona fide resident of the said County of Union. In the month of June 1890 he was married to the defendant and has faithfully performed the duties of a husband. Regarding her duties as a wife the said defendant has been guilty of gross neglect of duty as follows: the plaintiff provided a home for plaintiff and wife and industriously labored for their common support. In the month of January 1892 the defendant refused to further perform any of her household duties, and refused to treat the plaintiff as a husband, and shortly after abandoned her home with plaintiff and has ever since refused to live with plaintiff or in any manner to perform the duties of a wife. The defendant has, in disregard of her marital duties for more than three years last past been willfully absent from plaintiff thus leaving up the plaintiff's home. Therefore the plaintiff prays that he may be divorced from the defendant and have all proper relief.

J. L. Jolliff
Attorney for plaintiff.

Receipt:

To the Clerk:

The Clerk will issue summons and copy of petition to the Sheriff of Hardin County Ohio for defendant.

J. L. Jolliff Attorney

The following summons in action for divorce was filed Jan 31st 1895.

The State of Ohio

To the Sheriff of
Hardin County.

Union County S.S.

You are commanded to notify Ada D. Wood that Archie D. 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 Ada D. Wood charging her with gross neglect of duty and asking that she be divorced from him and that she pay the proper costs. 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.

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A. Linnard
Clerk of

Entry
No. 6864.

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You will make an return of this summons on the 4th day of February A.D. 1896.
Witness my signature as Clerk of the said Court of Common Pleas and the
seal of said Court. At Mansfield this 23rd day of January A.D. 1895:
J. N. Gosnell, Clerk.

Shiffs. Fee	\$	2
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Return.		28
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Received of G. W. ... on the 26th day of January A.D. 1895 and on
the 30th day of January A.D. 1895. I served the same by delivering a
true copy thereof together with a copy of the plaintiffs petition to the
Defendant Ada H. Wood.

A. S. Ranney, Sheriff.

At Mansfield on the 9th day of April A.D. 1895 an entry was made on the Journal by the
Clerk of the Court.

Entry.
No. 5864.

Archie L. Wood, Plff. }
v.s. }
Ada H. Wood, Dft. }
In the Court of Common Pleas,
Union County Ohio.
Entry.

Now came the plaintiff and the defendant having been
served with summons and a copy of the petition herein and having failed
to appear the Court find defendant in default for answer and demurrer to said
petition and find that the allegations thereof are confessed by defendant. The Court also
find that the plaintiff at the time of filing his petition had been a
resident of the State of Ohio for one year next 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 said petition set forth.

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

It is therefore ordered and adjudged by the Court that the marriage contract
heretofore existing between the said Archie L. Wood and Ada H. Wood be and the
same hereby is dissolved and both parties are released from the obligations of
the same.

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

Attest
J. N. Gosnell
Clerk.

1895.

I was commenced and held at the Court House in Marysville within and for the County of Union in the United 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 April Term: on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 17th day of August A. D. 1894 Robert M. Gray filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Wm. Henriott et al. to wit:

State of Ohio, Union County, S. S.

in and against Court of Common Pleas.

Robert M. Gray, Plaintiff

v. s.

Petition.

Petition.

No. 778.

William Henriott, Gamin A. Henriott and Joseph L. Dickinson, Defendants.

For cause of action the plaintiff Robert M. Gray, says that on the 21st day of February A. D. 1889 the said plaintiff was duly appointed and qualified executor of the will of Margaret Henriott, that the defendant William Henriott was a son and one of the devisees in the said will, he said executor the plaintiff on the 14th day of April A. D. 1890 sold the real estate herein described to the defendant, William Henriott but when the deed for the same came to be executed the said William Henriott requested the land to be conveyed to his wife Gamin A. Henriott one of the defendants, and it was so conveyed by the plaintiff to secure the unpaid purchase money for said land the defendants, William Henriott and Gamin A. Henriott made and delivered to the plaintiff their promissory notes as follows: a note for (\$700) seven hundred dollars dated April 14th 1890 and due April 14th 1891 and a note for (\$700) seven hundred dollars dated April 14th 1890 and due April 14th 1892, each note bearing interest at the rate of six per cent from date.

And to secure the said notes defendants executed and delivered to plaintiff their mortgage and as they conveyed to plaintiff the real estate mentioned above and described as follows: situated in the County of Union, State of Ohio and Township of Jerome and bounded as follows: part of Virginia Military survey No 3005 beginning at a stake in the center of the C strand and Dublin Grant road, North East corner of the lands of Simpson Anderson, and in the west line of Israel Hill's land, thence with the center of said Grant road N. 1/4 W. 1/4 poles to a stake in the center of the junction of a road on the township line between the townships of Miller and Jerome, with said Grant road, thence with the center of said road on said township line S. 80. 1/2 E. 96 poles to two Horn beams and a steam boiler, N. E. corner of the lands of John Moss, thence with said Moss's East line of said Simpson Anderson's land, thence with said Anderson's line N. 80 E. 96 poles to the place of beginning, containing Seventy Acres more or less, said land being so conveyed with the condition that if the said notes were paid with interest said mortgage was to be void. On the 14th day of April 1890 the mortgage was left with the Recorder of said County for record and was recorded in Union County records of mortgages Vol. 21st, page 46 after the first note mentioned became due to wit on the 3rd day of June 1891 the defendants and plaintiff made an estimate of the expenses and claims of estate, and the amount that would be due to the said

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William Harriott from said estate upon distribution, and thereupon the said William Harriott paid certain moneys to the plaintiff which with the estimated amount due the said William Harriott upon said distribution was supposed by the parties to equal the amount of both said notes. And with this understanding the plaintiff delivered up to the defendants their notes and made a cancellation of the said mortgage. The plaintiff says that he and the defendants William Harriott and Saml A. Harriott were mutually mistaken in regard to the amount that would be due the said William Harriott upon the distribution of said estate, that said amount lacked \$76.93 of being enough to pay said notes, and the plaintiff when he came to settle said estate was compelled to pay and did pay out of his own money the amount of \$76.93 in order to satisfy the claims of the other devisees of said will, which sum of \$76.93 should have been paid by the said defendants at the time said notes were delivered up to them and the said mortgage cancelled.

The plaintiff says that in deducting the distributive share of said William Harriott from the amount due upon said notes, he was trying to accommodate the said defendants, and both said parties were acting in good faith, but because of the mutual mistake of both said parties the estimate of said distributive share was made too large by the sum of \$76.93 and the same has never been paid by the said defendants or either of them but is still due the said plaintiff from the said William Harriott and Saml A. Harriott with the interest thereon from the 3rd day of June 1891.

The plaintiff says that when he discovered said mistake and that there was a further sum due from said defendants he duly notified them of the facts and requested them to pay the same, but they neglected and refused to pay the same or any part thereof. The plaintiff, in order not to delay the settlement of said estate, paid the same from his own means, and made full settlement and then again demanded of the defendants that they pay him said amount but they still neglect and refuse to pay the same.

The plaintiff says that in fact there is still due upon said mortgage indebtedness the sum of \$76.93 with the interest thereon from the 3rd day of June 1891 and that the conditions of the said mortgage have become absolute. The plaintiff further says that the said sum of \$76.93 is a purchase money lien upon said premises, and that the plaintiff is entitled to have said mortgage foreclosed and said lien enforced.

The defendant Joseph J. Dickinson claims some interest in the said premises as mortgagee or otherwise and he is made a party to this suit that he may set up his claim if any he has or be forever barred.

The plaintiff prays the Court here for an order that the defendants William Harriott and Saml A. Harriott pay him the sum of \$76.93 with the interest thereon from the 3rd day of June 1891, and for the further order that if the said sum and interest is not paid within a short day to be named by the Court, then that an order issue to the Sheriff of said County to advertise and sell said lands to pay said sum and the said mortgage and lien may be enforced and foreclosed, and that the rights of said Joseph J. Dickinson may be determined, and all such further relief as may be equitable and the nature of the case require.

Samuel Cameron, Atty. for Plff.

The State of Ohio, Union County S. D.

Robert M. Gray being first duly sworn says that the facts stated in his foregoing petition are true as he believes.

Robert M. Gray.

Sworn to before me and signed in my presence this 11th day of August 1894.
J. N. Gosnell Clerk.
The following summons was filed the 17th day of August A. D. 1894.

Summons
No. 6775:

The State of Ohio }
Union County }
Do the Sheriff of
Union County.

You are hereby commanded to notify Carrie A. Harriott and William Harriott that they have been sued by Robt. M. Gray in the Court of Common Pleas of Union County, and must answer by the 5th day of Sept A. D. 1894. or the petition of the said plaintiff will be taken as true, and judgment rendered according to.

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. N. Gosnell Clerk.

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

Sheriff's Fee	\$	2
Summons Return		60
Mileage	2	24
Copy		30
Total	\$	114

Received this writ August 11th A. D. 1894. at 3 o'clock P. M. and served same by leaving a true copy of this writ with the indorsements thereon at the usual place of residence of Carrie A. Harriott and William Harriott on the 17th day of August 1894.
Wm. L. Snodgrass Sheriff.

The following answer was filed the 18th day of Aug 1894.

Robt. M. Gray, Plaintiff. }
v. }
William Harriott et al. Defendants. }
In the Court of Common Pleas,
Union County Ohio.
Cross Petition of Joseph J. Dickinson.

The defendant, Joseph J. Dickinson - says that the defendant, Carrie A. Harriott and William Harriott her husband did, on the first day of June 1891, convey the premises in the petition described to said Joseph J. Dickinson, by mortgage, to secure the payment of a principal note of one thousand dollars - of even date therewith, due 5 years from date, with interest at 8% after maturity - payable semi-annually - and ten interest coupon notes - representing the seven per cent semi-annual interest on said principal note - and coupon notes being all dated June 1st 1891 - One for \$17⁵⁰ due Sep. 1st 1891 - Eight for \$35⁰⁰ each, due March 1st and September 1st 1892, 1893, 1894 and 1895 - and one for \$52⁰⁰ due June 1st 1896. all having interest at 8% after maturity payable semi-annually - said principal note and interest coupon notes signed by said Carrie A. Harriott and William Harriott. Said deed of mortgage was on the 4th day of June 1891, duly left for record with the recorder of Union County, Ohio after the mortgage of plaintiff mentioned in the petition - had been duly cancelled of record - and became and still is a valid and subsisting first lien on said premises. Said Carrie A. Harriott and William Harriott have paid the first six of said interest coupon notes - but said principal note and last four coupon interest notes have not been paid - or any part thereof.

Wherefore said Joseph J. Dickinson prays that said property may be sold and his said claim be first satisfied out of the proceeds thereof. J. E. Griffith
Att'y for Joseph J. Dickinson.

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S.D.

J. E. Griffith, being duly sworn, says that he is the Attorney of the defendant, Joseph J. Dickinson, duly authorized in the premises that said defendant is a non-resident of Union County Ohio and that the allegations and matters set out in the foregoing pleading he believes are true.

Sworn to and subscribed before me this 18th day of August, A. D. 1894.

J. E. Griffith,
J. W. Dillon, Notary Public

The following answer was filed the 8th day of September A. D. 1894.

Answer.

Robert M. Gray, Plaintiff.
v.s.

Court of Common Pleas,
Union County Ohio.

William A. Harriott and
Garnie Harriott, Defendants.

Separate Answer of Garnie A. Harriott.

This defendant says - she admits that the plaintiff was executor as alleged in his petition. And that the defendants executed said note and mortgage described in the plaintiffs petition and that the same were duly recorded this defendant denies each and every other allegation contained in said petition. This defendant says that she purchased the lands described in the petition with her own separate means and while her said husband participated in the negotiation for the purchase of the same, the purchase was made by this defendant and paid for as aforesaid. This defendant says she knew nothing whatever of the alleged estimate between the plaintiff and the defendant William A. Harriott as to his distributive share of his mothers estate and the same was not brought to the attention of this defendant until after this suit was commenced. This defendant says that when the said note and mortgage became due she with her own separate means paid the same in full and received a full cancellation of the same. This defendant says that there was no mistake in fact as to said mortgage, and that any and all arrangements and estimation was between the said plaintiff and the defendant William A. Harriott and was concerning the distribution share of the said William A. Harriott as to his mothers estate wherefore this defendant asks to recover her costs herein and for all proper relief.

D. W. Ayers Atty for
Defendant Garnie A. Harriott.

State of Ohio Union County S.D.

Garnie A. Harriott being first duly sworn says the facts stated and allegations contained in her foregoing answer are as she believes true.

Garnie A. Harriott.

Sworn to before me and signed in my presence this 8th day of September 1894.

J. E. Griffith,
Notary Public.

Confirmed on the 12th day of April A. D. 1896 an Entry was made on the Journal by the Clerk of the Court.

Entry.

Robert M. Army, Plaintiff.
v. S.

Wm. B. Herriott, Garris A. Herriott and
Joseph J. Dickinson, Defendants.

Entry.

April 12th 1896.

This day this cause came on to be heard by the Court upon the petition of the plaintiff and the answer of Garris A. Herriott and the cross-petition of Joseph Dickinson and the said Wm. B. Herriott being in default for answer or demurrer to the petition and cross-petition and the Court having heard the proofs and evidence adduced and being fully advised in the premises doth find as follows.

First, all and singular the statements contained in the said petition to be true. Second, that said defendants Wm. B. Herriott and Garris A. Herriott executed and delivered to the plaintiff their said mortgage deed as in the petition described and upon the premises therein described and that said mortgage was duly recorded in Vol. 26 page 46 of the records of mortgages of Union County that said mortgage was cancelled upon said records of Union County by mutual mistake of the parties as set forth in the petition, while there still remained due on the same from the said defendants to the plaintiff the sum of \$76.93 with interest thereon from the 3rd day of June 1891 and that said sum has never been paid the plaintiff and the conditions of defeasance in said mortgage are broken and that the said plaintiff is entitled to have the defendants equity of redemption foreclosed. It is therefore ordered and decreed that the plaintiff have judgment against the said defendants Wm. B. Herriott and Garris A. Herriott for the sum of \$94.69 being the amount due as principal with interest computed to the first day of this term added thereto, &c. &c. The costs herein expended, and that unless the said defendants shall pay or cause to be paid to the Clerk of this Court the costs in this case and to the said plaintiff the sum of \$94.69 within 30 days from the entry of this decree, the defendants equity of redemption be foreclosed and the said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Witness

J. M. Gosnell

Clerk.

For further record see page 578

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Petition

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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 April Term: on the 8th day of April in the year of our Lord one thousand eight hundred and ninety six.

Be it remembered that herefore to wit on the 14th day of February A.D. 1896 John Gallam and Co filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against John F. Miller et al to wit:

Petition No. 6878.

John Gallam and Co Plaintiff.

Against.

John F. Miller and Ida Miller Defendants.

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

Petition.

Plaintiff says: that it is a partnership doing business in the State of Ohio, under the firm name and style of John Gallam and Co. that this its action is founded upon a promissory note for the payment of money only, of which the following is a copy.

1888.

By Galia, Ohio June 23rd 1888

Eighteen months after date we promise to pay to the order of John Callaway or bearer. One Hundred and Fifty Eight Dollars at By Galia, Ohio. Value received, with interest at 6% per annum.

John F. Miller.
Ida Miller.

There are no credits on said note. The plaintiff is the legal owner and holder of said note. There is due on said note from said defendants to said plaintiff the sum of One Hundred and Fifty Eight Dollars, with six per cent. interest thereon from June 23rd 1888 for which said sum and interest plaintiff asks judgment against defendants. John M. Brodick.

Attorney for Plaintiff.

The State of Ohio.

s. s.

County of Union.

John M. Brodick, being sworn, makes oath that he is the duly authorized Attorney for said plaintiff, that said plaintiff is a non-resident of said Union County, Ohio, and that the facts stated in the foregoing petition are, as affiant believes true.

John M. Brodick.

Sworn to by said John M. Brodick before me and signed by him in my presence this 14th day of February A.D. 1896.

J. S. Cassell, Clerk.

Clerk: Issue summons to Sheriff of Union County Ohio for the above named defendants returnable according to law. I endorse. Action for money only. Amount claimed \$158.00 at 6% from June 23rd 1888.

John M. Brodick,
Attorney for Plaintiff.

The following Summons was filed the 19th day of February A.D. 1896:

The State of Ohio.

To the Sheriff of Union County.

Union County.

You are hereby commanded to notify John F. Miller and Ida Miller that they have been sued by John Gallam and Co in the Court of Common Pleas of Union County, and must answer by the 16th day of March A.D. 1896 or the petition of the said plaintiff will be taken as true. And judgment rendered according to

You will make due return of this summons on the 26th day of February A.D. 1895.
 Witness my hand and the seal of said Court, this 14th day of February A.D. 1895:
 J. N. Gosnell Clerk.

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

Sheriff's Fee	8 25	Received this writ February 14 th A.D. 1895: 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 Ida Miller personally and to John G. Miller by leaving a copy at his usual place of residence on the 18 th day of February, 1895: Wm. G. Snodgrass, Sheriff.
Service & Return	65	
Mileage	8 52	
Copy	30	
Total	\$4 47	

Afterward on the 8th day of April A.D. 1895 an entry was made on the Journal by the Clerk of the Court.

Entry }
 John Gallam and Co. }
 v.s. }
 No 6878. John G. Miller et al. }

This day this cause came on for hearing on the petition, and the defendant being in default for answer and demurrer the Court find the allegations of said petition are confessed by them to be true, and that there is due from said defendant to said plaintiff on the note set up in plaintiff's petition the sum of Two Hundred and Twenty Dollars with six per cent interest from the first day of this term, to wit: April 8th 1895.

It is therefore considered and adjudged by the Court that plaintiff recover of said defendant said sum of Two Hundred and Twenty Dollars with six per cent interest from April 8th 1895: together with its costs herein expended. Judgment and execution is awarded therefor.

Brodick for Plaintiff.

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 J. N. Gosnell
 Clerk



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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 April Term on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that this day on the 19th day of February A. D. 1895 Hannah H. Thomas filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William E. Thomas. wit.

Petition
No. 6880.

Hannah H. Thomas Plaintiff.
Against.
William E. Thomas Defendant.

In the Court of Common Pleas of
Union County Ohio.

Petition.

The plaintiff says: that she is a bona fide

resident of the State of Ohio for the year last past.

On the 27th day of November 1866 in the County of Union Ohio: she was married to the defendant. To which marriage there have been no children born.

Plaintiff further says that the said defendant has been willfully absent from plaintiff for more than three years last past.

Plaintiff therefore asks that she may be divorced from said defendant; that she be allowed reasonable alimony; that she be restored to her maiden name of Hannah H. Dilcaver, and for such other relief as is proper.

John M. Brodick
Attorney for Plaintiff.

The following Affidavit for Publication was filed the 19th day of February A. D. 1895

Affidavit
for
Publication

Hannah H. Thomas Plaintiff.
Against.
William E. Thomas Defendant.

In the Court of Common Pleas of
Union County Ohio.

Affidavit for Publication.

Hannah H. Thomas, the plaintiff in the above-entitled action, being first duly sworn, says that this action is brought against the defendant, William E. Thomas, in this Court for divorce according to the statute in such case made and provided, that the residence of the said defendant is to this plaintiff unknown, and that she has been unable by the exercise of reasonable diligence to ascertain the same, for that reason service of summons and a copy of the petition cannot be made in this state, nor in the said plaintiff able to mail a copy thereof to said defendant's place of residence.

Hannah H. Thomas.

Sworn to by said Hannah H. Thomas before me and signed by her in my presence this 19th day of February 1895.

Jno E. Griffith, Notary Public.

Proof of
Publication

The following Proof of Publication was filed the 8th day of April A. D. 1895:
Divorce Notice.

William E. Thomas, residence unknown, will take notice that on the 19th day of February A. D. 1895 Hannah H. Thomas filed her petition in the Court of Common Pleas of Union County Ohio, praying a divorce from said William E. Thomas on the ground of willful absence for more than three years, and for alimony and restoration to her maiden name, and that said cause will be for hearing on and after April 4th 1895.

John M. Brodick, Attorney for Plaintiff

The State of Ohio, Union County, S.S.

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 February 20th 1895:

W. B. Shearer.

Sworn to and subscribed before me, this 8th day of April, 1895:

Printers Fees \$5.00

J. A. Gosnell, Clerk.

On and on the 15th day of April, A. D. 1895 an Entry was made on the Journal by the Clerk of the Court:

Entry
No. 6882

Hannah H. Thomas
v. s.
William E. Thomas } Entry.

This day this cause came on for hearing on the petition and the evidence the defendant having been legally summoned by publication and having failed to appear, and on consideration thereof find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for 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 willful absence 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 heretofore existing between the said Hannah H. Thomas and William E. Thomas be, and the same is hereby dissolved, and both parties are released from the obligations of the same. It is further ordered and adjudged that the petitioner be, and she hereby is restored to her maiden name of Hannah H. Dilson. It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended, taxed at \$
Burdick for Plaintiff.

Attest

J. A. Gosnell
Clerk.



Petition
No. 6882

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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 April writ: on the 5th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore writ on the 11th day of March A.D. 1890. Howard F. Killen & Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. B. Smith et al. writ:

Petition No. 6888.

Howard F. Killen Assignee of Robert B. Kilbury. Plaintiff

In Union Common Pleas Court. Cause No. 6888.

Plaintiff's Petition.

J. B. Smith and S. H. Chapman. Defendants.

Plaintiff says that he is the duly appointed, qualified and acting assignee of Robert B. Kilbury, holding his appointment from the Probate Court of Madison County, Ohio.

First Cause of Action. Defendants are indebted to plaintiff as assignee upon a certain promissory note of which the following is a copy.

\$ 339.00 Plain City, Ohio. September, 22nd 1888.

12 months after date, we or either of us promise to pay to the order of R. B. Kilbury, at the Farmers Bank, Plain City Ohio. Three hundred and thirty nine dollars, at 8% interest from date.

(Signed) J. B. Smith: (Signed) S. H. Chapman.

There are no credits nor indorsements thereon. There is due this plaintiff from defendants, on such note the sum of three hundred and thirty nine dollars, which he claims with interest from September, 22nd 1888. At 8% per Annum.

Wherefore plaintiff asks judgment against defendants for said sum of three hundred and thirty nine dollars, with interest thereon at 8% from September, 22nd 1888.

Howard G. Black and Cameron and Cameron Attorneys for Plaintiff.

State of Ohio.

S. S.

County of Madison.

Howard F. Killen, being duly sworn says that he is the duly appointed, qualified and acting assignee of Robert B. Kilbury and that he is duly authorized in the premises: that he is plaintiff herein: that the foregoing petition is true statement of facts and that the allegations stated therein are true as he verily believes.

H. F. Killen, Assignee.

Sworn to before me and subscribed in my presence this 25th day of February, 1890. W. P. Andrews, J. P.

The following summons was filed the 26th day of March, A. D. 1890.

Summons

The State of Ohio.

To the Sheriff of said County.

Union County S. S.

You are hereby commanded to notify J. B. Smith and S. H. Chapman that they have been sued by Howard F. Killen Assignee of Robert B. Kilbury in the Court of Common Pleas of Union County. And must answer by the 13th day of April A. D. 1890 or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

Continued on the 20th day of April A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6888.

Howard F. Killen, Assignee of Robert B. Kithney, Plaintiff.

v. s.

J. C. Smith and S. H. Chapman, Defendants.

State of Ohio, Union County Court of Common Pleas.

Entry.

This cause coming on to be heard on the petition of the plaintiff and the defendants, J. C. Smith and S. H. Chapman, being in default for answer or demurrer, the Court finds that the allegations of said petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of Three Hundred and thirty nine (339) Dollars with interest thereon at 8% from September 22nd 1888.

It is therefore ordered by the Court that the plaintiff recover from the said defendants the sum of \$617.30 being the amount with interest to this date and for his costs herein expended.

Went

J. W. Gosman

Clerk.

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 April term on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore on the 24th day of August A. D. 1894 Edwin R. Holtzempiller filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Charles Shick and Adam Robinson, to wit:

Petition No. 6786.

Edwin R. Holtzempiller, Plaintiff.

v. s.

Charles Shick and Adam Robinson, Defs.

In Union County Court of Common Pleas.

Petition.

The plaintiff says that he is the owner and has the possession of what is known as the Park Hotel property in the Village of Magnetic Springs in the County of Union and State of Ohio. That said Hotel property consists of a large Hotel building, a boat house and other buildings and also a valuable mineral spring and large and commodious grounds. Said Spring is of great value to this plaintiff, possessing valuable medicinal and curative properties widely advertised and known throughout the County as the Magnetic Spring, from which said Village takes its name. Said Hotel and grounds is a summer resort largely attended by invalids and others, during the proper season, which persons use the waters of said Spring deriving great benefit therefrom, and making said Spring of great value to the plaintiff. Said Hotel property is located on the North side of Magnetic Street in said Village. There is also a

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Street called May Street extending from said Magnetic Street in a southerly direction. That May Street intersects said Magnetic Street opposite the said Park Hotel building on the North side of Magnetic Street and opposite the intersection of May Street the plaintiff has a gate, and driveway through his private grounds past said Hotel and boat house and to said Spring said Spring and its valuable properties were discovered about fifteen years ago. And the plaintiff and those through and under whom he claims title have had the open and exclusive use and benefit of the same ever since. The value of the said property all depends upon the said Spring and if the same were destroyed it would destroy the value of all said property, causing great and irreparable loss to the plaintiff. Said Hotel is now largely occupied by guests some of whom are invalids and all of whom have sought said Hotel in order to be quiet and to enjoy said water.

The plaintiff says: that his fence along the North margin of Magnetic Street, at a point nearly opposite the intersection of May Street has been objected from the true line of said Street in and towards the plaintiff's premises thus forming a comfortable driveway, leaving a part of the plaintiff's premises open to said Street for the convenience of persons passing in and out of said grounds. The plaintiff says: that the defendants Adam Robinson and Charles Shick with others under their employ, and whom they control, desiring to annoy and injure the plaintiff, and acting without any authority of law or permission either on the part of said Village or this plaintiff have commenced and are now actually engaged in drilling and sinking a well, immediately opposite the plaintiff's Hotel just a few feet outside of plaintiff's fence and the North margin of said Magnetic Street, it being either in said Magnetic Street or on the premises in which the plaintiff is interested and for the avowed purpose of striking the water feeding said Spring, and with the intention to injure or disturb said Spring by intercepting the waters of the same the said Charles Shick is the owner of a steam well digging apparatus, and he has placed the same in said Magnetic Street immediately opposite and near the plaintiff's Hotel, and has been running and operating the same by himself and others in his employ and under his control, and has greatly impeded the travel of said Street and by the emissions of steam and running said machinery, prevent persons from passing along said Street at said point or into the Park and grounds of the plaintiff. The plaintiff says that the act of said defendant are unlawful and malicious, that neither Charles Shick or said Adam Robinson own the lands where said well is being drilled but the same is either in the said Magnetic Street or on the lands in which the plaintiff has an interest (it being so near the line of said Street that plaintiff cannot tell without actual survey.

The plaintiff says that the guests of said Hotel are greatly injured and annoyed by said Machinery and operations and the same is a nuisance to the plaintiff's premises and the same is maintained without any authority of law. That if said well is permitted to be sunk so as to reach and intercept the run or flow of water to said Spring, or if a well or pump was established and the point where said hole is being drilled, it would be a nuisance and annoyance to the plaintiff's property, and cause the plaintiff irreparable injury that the keeping said Machinery in said road and operating the same is a nuisance and the continuance of the same would cause plaintiff great and irreparable injury, that said Adam Robinson is aiding and assisting the said Shick in maintaining said nuisance and he and Shick have full control over the same. Wherefore the plaintiff prays that the said Charles Shick and Adam Robinson and all persons in their employ or under their control may be enjoined from further operating said Machinery, or from further drilling said well, or from obstructing said Street with said Machinery from interfering with plaintiff's Spring or from keeping and

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operating any of said Machinery in said street ^{and} near the said premises of the plaintiff and from permitting any one in their employ or under their control from doing any of the ^{or things} enjoined of them and for a full proper relief.

The State of Ohio Union County, ss.

Edwin R. Holsenpiller being first duly sworn says the facts stated in his foregoing petition are true.

Edwin R. Holsenpiller.

Sworn to before me and signed in my presence this 24th day of August 1894.

James M. Campbell
Probate Judge.

The following Summons was filed the 26th day of August, A.D. 1894.

Summons.

The State of Ohio.

Union County.

To the Sheriff of Union County.

You are hereby commanded to notify Charles Shirk and Adam Robinson that they have been sued by Edwin R. Holsenpiller 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 24th day of August A.D. 1894.

J. K. Gosnell Clerk

The State of Ohio.

Union County.

Sheriff's Return.

Sheriff's Fees	\$	0
Service & Return	60	
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Copy		30
Total	\$	9 03

Received this writ August 24th 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 Charles Shirk and Adam Robinson, personally on the 24th day of August 1894.

Wm. G. Snodgrass Sheriff.

The following Order of Injunction was filed the 24th day of August, A.D. 1894.

Edwin R. Holsenpiller, Plaintiff.

v. s.

Charles Shirk and Adam Robinson, Defs.

Before the Probate Judge.

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

And now, on this 24th day of August 1894 came the plaintiff by Messrs. Cameron and Cameron his Attorneys: and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the Affidavit therein filed, and after hearing the argument of Counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction, be, and the same hereby is, allowed in this case to restrain the said defendants Charles Shirk and Adam Robinson from further operating the machinery and apparatus mentioned in the Petition, and from further sinking said well, and from obstructing said street with said machinery, and from

interfering under their petition of summons undertaken accepted

The State of Ohio
In Testimony
Marysville

The following
Edwin R.
Charles Shirk

Affidavit
No. 6786

Adam Robinson
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interfering with Plaintiff's Spring, and from permitting any one in their employ, or under their control, from doing any of the things herein specified, 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 defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas in the sum of \$200 #

James M. Campbell, Probate Judge.

Certificate of Copy

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.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at Mansville, Ohio, this 24th day of August 1894.

James M. Campbell, Judge and ex-officio Clerk.

The following Affidavit was filed the 23rd day of August A. D. 1894

Affidavit.
No. 6286.

Edwin R. Robinson, Plaintiff.	}	Court of Common Pleas.
Against.		Union County Ohio.
Charles Shuck and Adam Robinson, Defendants.		Affidavit.

Adam Robinson, John R. Burns, Joseph P. Smith, Philip H. Lind, Arthur J. Wise, Orville B. McClain, Leroy B. Scott and Joseph P. Gubankel (who is the Mayor of Magnetic Springs) who being duly sworn on their Oaths do say:

That they are citizens of the Village of Magnetic Springs, in the County of Union, State of Ohio, and many of us have been citizens of said Magnetic Springs from eight to fourteen years. That the Magnetic Spring mentioned in plaintiff's petition was discovered about fifteen years ago. That it is a Spring that has an overflow of water on an average, one year with another of perhaps five gallons to a minute, and scarcely ever less than three gallons per minute. The overflow water running into certain ponds as waste water. That there are in said Magnetic Springs between two and three hundred inhabitants. That the flow from this Spring has supplied the citizens generally, and almost unanimously for the last fifteen years, and up to about the first of this last August, with water there is no public well in the Village, and with the exception of two or three private wells, and one Spring, there is no other supply of water in the Village, aside from the Spring mentioned in plaintiff's petition. That invalids and other guests seeking pleasure and health from over the Country, in large numbers, visit the said Village of Magnetic Springs from the month of May to about the first of December following. That the quality and curative power of Magnetic water to be found in said Village is the inducement bringing said invalids and guests together in quest of health and pleasure as aforesaid, and has been for the said period of about fifteen years, making it an absolute necessity, that there should be now a greater supply of water for the use of the citizens of said Village, and more especially because the plaintiff, together with Thomas Kistner, his tenant, has wholly cut off the supply of water from said Magnetic Spring to the citizens of said Village of Magnetic Springs, since the first day of last August, since that time, the plaintiff and his tenant Kistner will allow no citizen of said Village, or any other person to have a drink, or free use of the Magnetic bath house, or a guest of the Park Hotel, the said bath house and the said Park Hotel being both controlled by the plaintiff, and the said tenant Kistner unless

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The citizens and all others not patrons of said bath house ^{and} hotel, as aforesaid shall pay the plaintiff, and his said tenant five cents a drink, or ten cents a gallon, and at that rate for each ^{and} every drop of water that they now get from said Spring although said water is going to waste, as aforesaid, at an average rate of five gallons to the minute. And the plaintiff through said Sisoner, charges ten cents for every gallon of water that is carried away. And they have issued a card upon which on one side are the following words and figures, to wit:

Magnetic Springs Ohio. '89.

The holder . . . a patron of the Magnetic Bath House, is entitled to drink the Magnetic water at the Spring for a period of --- weeks from a true date.

Thomas J. Sisoner, M. D. Proprietor.

On the other side of said card is the following, 'To whom it may concern.'

"The Magnetic Spring water is for the use of patrons of the Magnetic Bath House, and guests of the Park Hotel. All persons who are not guests of the Park Hotel, three or more baths per week constitute a patron of the Magnetic Bath House. And entitles the bathers to one week's use of the water to be drunk at the Spring. No water carried off the premises without permission of the proprietor. All persons are expected to observe proper decorum and order while at the Spring.

Thos J Sisoner M. D Proprietor.

The digging of this well was commenced at the instance of the citizens of the village generally, and about the 13th day of the present month upon a subscription by said citizens - they subscribing about four hundred dollars in money for the digging and obtaining water from said Spring, for the citizens - and said Spring is now so nearly completed that three hours work it is believed, will reach water to amply supply water for said citizens and guests - And while said digging was in progress, the plaintiff well knew it, and waited before he took any action to prevent the same from being done, until the same was far a long way towards completion.

These Affiants say, and the said Adam Robinson, who is one of the signers hereof, and who is one of the defendants in this action, says: That they absolutely deny all allegations of the petition of malice, or any intention to injure the plaintiff or the said Sisoner, or their property or said Spring, or to injure them in any way or manner, but the defendants say, and the Affiants say that they have no desire, object or purpose, in digging said well, other than to supply said citizens, invalids, and guests of Magnetic Springs with water. - And Affiants all deny that they have obstructed by their machinery or otherwise, the travel on said Magnetic Street, or any other street of the town. That said street is sixty feet or more in width, and no part of the machinery extends into Magnetic Street, or any other street, beyond the amount of five feet at the furthest, in Magnetic Street, and that part so extending is in front of the residence of Susannah Robinson, whose line fronts on the terminus of Magnetic Street, and said extension is over her line on ground but very seldom used as a sidewalk in said village, and not improved or paved, as the side walks in said village are paved and prepared for the public, and it interferes with no travel into the Park Hotel property, and does not interfere with any private interest of the plaintiff. That the well named by the defendants is about sixty feet from said Park Hotel, and it interferes in no way with said hotel or its guests. - The defendants, and said citizens have full authority from the owner of the ground upon which said well is being dug, to place the same where it is being dug, on said ground.

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And affiant deny that the digging of said well is in any way or sense a nuisance to the plaintiffs, or his guests, or to any citizen of the town, but is only the exercise of the legal rights of the defendants on ground which defendants control.

In this statement the defendant Adam Robinson and the citizens of Magnetic Springs who have signed this affidavit say that the facts herein above set forth, in their judgments represent the feeling of nearly every citizen, man or woman, in the village of Magnetic Springs. And further affiant saith not.

J. P. Eubanks, Mayor of said Village.
Adam Robinson, one of the defendants.
John R. Owen, Joseph P. Merrill.
P. H. Lind, Arthur J. Wise.
O. B. M^{rs}. Lean, Levy B. Scott.

J. P. Eubanks, Adam Robinson, John R. Owen, Joseph P. Merrill, P. H. Lind, Arthur J. Wise, O. B. M^{rs}. Lean, Levy B. Scott, being duly sworn, make oath, that the facts stated in the foregoing affidavit are true as they believe.

Edward W. Porter, Notary Public, Union County Ohio.

The following Affidavit was filed the 29th day of August, A. D. 1894.

Affidavit.
No 6785.

Edwin R. Hotsenpiller, Plaintiff: } In Union County Court of
V.S. } Common Pleas.
Adam Robinson et als, Defendants. } Affidavit.

The State of Ohio, Union County, S.S.

Edwin R. Hotsenpiller, plaintiff being sworn says: that he is the owner of the property in the Village of Magnetic Springs in Union County Ohio, lying North of Magnetic Street, consisting of the Park Hotel, Boat House, Magnetic Spring, and a large Park or pleasure grounds, in which is a small body of water for boating making in all a valuable park and pleasure grounds, all of which is the private property of this affiant. But the value of all said property largely depends upon the Magnetic Spring located upon said grounds. The North line of the plaintiff's grounds is formed by Boker's Creek and no part of the village proper extends North of the plaintiff's grounds. Magnetic Street in said Village forms the Southern boundary of the plaintiff's premises. His grounds and property lying between Magnetic Street and said Creek, the little Village of Magnetic Springs lies largely south of the line of Magnetic Street there being however some few houses east of the plaintiff's premises and North of Magnetic Street, there is in said Village, 17 wells of different kinds some dug, some driven and some drilled. in addition to this there is a flowing well under the control of said Village, this flowing well is immediately South of Magnetic Street and about 360 feet from the Junction of Magnetic Street and May Street. This flowing well furnishes a abundance of pure wholesome water for all the inhabitants of said Village, having a much stronger flow than the plaintiff's private Spring. There is also a public well in said Village that furnishes a abundance of water for stock and for other purposes. The buildings of plaintiff are located on the North side of Magnetic Street as follows. opposite the Junction of May and Magnetic Street is located the Park Hotel, which is about 60 feet from the Street immediately North of the Park Hotel is the Boat House and North of that is the Magnetic Spring. The Hotel is a large building of about fifty rooms filled up expressly for a health resort. The bath room is a

large building in which is located bath rooms ^{and} Machinery for running the same. The Magnetic Spring is near the Creek. ^{and} the plaintiff at great expense has surrounded it with stone walls and stone floor, with expensive basin ^{and} covering, in all making it convenient ^{and} attractive for guests of said Hotel ^{and} Boat House. The plaintiff says: that to reach said Spring persons must pass by the Hotel and through the private grounds of the plaintiff. Said Magnetic Spring of the plaintiff contains valuable medicinal properties for the cure of certain diseases and plaintiff has been to great expense in advertising the same and making it known to the public, ^{and} his Hotel has become a health resort for many invalids and others seeking rest ^{and} health all on account of the nature of said Spring. The public have no right whatever to said grounds as to said Spring. The same being the private property of the plaintiff. But until within the last year the plaintiff has not made his grounds exclusive. But has suffered pleasure seekers and others to enter the same at pleasure. ^{and} certain citizens of said village would entertain guests and assume to give them the free right to use said water ^{and} to enter the plaintiff's grounds. and have the same liberties as guests of the Park Hotel. The Affiant says that the privilege he voluntarily gave the public were greatly abused. nuisances were committed on said grounds ^{and} about said Spring objectionable persons would gather about the Spring ^{and} annoy the guests of the Park Hotel, parties residing in said village, who had not right to said grounds or said Spring. and who paid nothing toward keeping the same up. assumed to have the same right to said grounds ^{and} said Spring as the plaintiff ^{and} finally during the month of July of this year said grounds were made more private ^{and} exclusive ^{and} the guests of said Hotel ^{and} patrons of said Boat House afforded more privacy ^{and} comfort by requiring parties to have permission to visit said Spring and partake of its water. persons living in said village at small cost could obtain the privilege ^{and} disorderly and objectionable parties could be kept out. the plaintiff says that while he had the legal right to control said Spring, the control of the same in the manner it was done was reasonable and proper under the circumstances. Affiant says: The defendants are not seeking to get water for ordinary drinking or ordinary purposes but they ^{and} their intention to procure medicinal water by striking the vein of the plaintiff's Spring ^{and} pumping him over or in other words destroy said Spring. at the time this suit was commenced the plaintiff was unable to state positively whether the place where the defendants were drilling said well was within the limits of said Street or not but he has not ascertained ^{and} states the fact to be that said defendants are drilling in the public Street at the junction of Magnetic ^{and} May Streets that a public well in said Street at said point would be a nuisance and annoyance to the plaintiff and be to the great and irreparable damage of the plaintiff the plaintiff's property as it now is is worth \$20,000.00 but if his said Spring was destroyed it would be comparatively worthless.

The Affiant denies that he has stood by ^{and} consented to the unlawful act of the defendants but on the contrary says that he protested against the said unlawful act and tried to get the defendants to desist and then Affiant sought legal advice ^{and} information. ^{and} brought this action as soon as he ascertained his rights so to do. the defendants have no right to disturb said Street. But said act are particularly injurious to the plaintiff as his property is injured thereby.

Edwin R. Holsenpeller.

And further said not.

Affiant.

Affiant No. 6785.

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Sworn to before me and signed in my presence this 29th day of August 1894.
The following Affidavit was filed the 29th day of August A.D. 1894.

Affidavit.

Edwin K. Hotsenpiller, Plaintiff. } Court of Common Pleas
Against } Union County Ohio.
Charles Smith & Adam Robinson Deft. } Affidavit.

The State of Ohio }
Union County ss. }

Adam Robinson being first duly sworn, hereby files an additional Affidavit in the above entitled case, and says:

That he helped to build said Park Hotel, and owned a half interest in the same. And managed and run the same for between one and two years, and is well acquainted with the lay of the ground around and about said hotel. And Affiant says that the distance of said hotel to where said well is situate is at least fifty feet, and probably more, in the drilling of the same by machinery due care has been observed in the use of said machinery in the use of said work, that the whistle to the machinery was not even blown, the entire work being done in a proper manner, and without any unreasonable noise or delay, and as quietly as it was possible to perform said work, and Affiant says that he was the manager of said work and that no complaint was made by Hotsenpiller or any of his guests, or any one connected with his establishment, as to the well being placed where it is, after the work was begun, and neither said Hotsenpiller nor any of his guests complained of any annoyance because of said work, or running of said machinery, and Affiant learned of no complaint or of any annoyance because of the same, until he heard it read from said Hotsenpiller's petition, and until the defendants had been at work on said well for nearly two weeks, and the same was nearing completion.

That the village of Magnetic Springs is an incorporated village, and has been incorporated for two years a mo. and duly organized as such incorporated village, by the election of a Mayor, Marshall, Common Council, and that it has a catabose. That the well being drilled is a public well, built by private subscriptions of the people of said village. And further Affiant saith not.
C. W. Robinson.

Sworn to by Adam Robinson before me, and signed by him in my presence, this 29th day of August A. D. 1894.

J. N. Cornell Clerk.

The following Affidavit was filed the 29th day of August A.D. 1894.

Affidavit
No. 6786:

Edwin K. Hotsenpiller, Plaintiff. } In Union County Court of
v. s. } Common Pleas.
Adam Robinson et al. Defendants. } Affidavit.

The State of Ohio Union County ss.

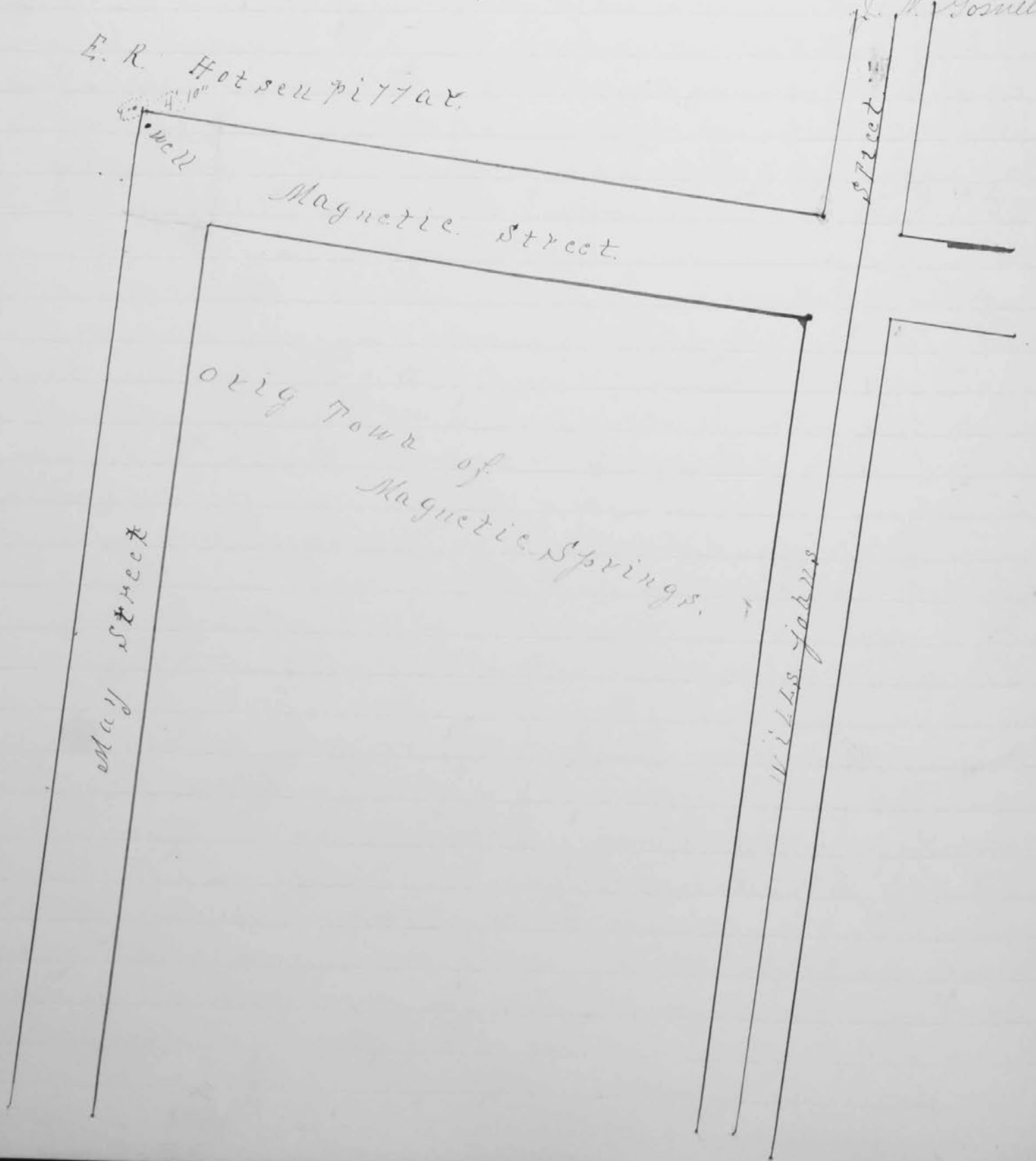
Charles Kennedy being first duly sworn says: I am, and for the last 3 years have been a surveyor and civil engineer, located at Marysville in said County of Union and during the time last aforesaid I have been actively engaged in the business and capacity of a civil engineer and surveyor immediately after this action was brought I was employed by the plaintiff to make a survey of the street in

The Village of Magnetic Springs in said County of Union, at the point or place where the well named in the petition is being made and to carefully survey the junction of the two streets known as Magnetic Street and May Street Pursuant to said employment I did on the 25th day of August 1894, make a careful survey of the lines of said streets, running my mark in different ways so that I am able to say that the line of said Magnetic Street and May Street at the junction of the same, were, and are correctly located. The Park Hotel property of the plaintiff lies North of and upon Magnetic Street and May Street intersects, or forms a junction with Magnetic Street, opposite the opposite the plaintiff's premises. In making said survey I found and established the lines of both said streets at the junction thereof. I also found the pipe in the well at the point where the same is being drilled in, the well and pipe are within the bounds of said streets. The well is located about 4 1/2 feet South of the North line of Magnetic Street and is about 4 inches from the West line of May Street, and is wholly within said streets. I have attached hereto a plat or profile of said streets giving the lines of the same at the junction thereof and also the location of said well and I make said plat a part of this Affidavit and the same as true and correct. And further saith not.

J. G. Kennedy.

Sworn to before me and signed in my presence this 29th day of August 1894.

D. M. Gosnell, Clerk.



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The following Affidavit was filed the 29th day of August A.D. 1894.

Affidavit
of Dr.
Kroner

Edwin R. Gotschpillar, Public
Against
Adam Robinson et al Defendants.

In Court of Common Pleas of
Union County Ohio.

Thomas J. Kroner a resident of Magnetic Springs after being duly sworn says that he is the lessee of the Park Hotel, Bath House and Magnetic Spring and grounds that he rented the same from plaintiff who is the owner thereof. That said Spring are visited by many invalids and others from a great distance to receive the benefits of the curative property of said water. That the same are of great value to the owner thereof. And seeing the citizens carrying away said water without paying for it, or even thanks. And said property being the private property of said plaintiff and leased by him and in his possession did as he had a legal right to do. Look up the canopy that enclosed the Spring to protect it from any one from carrying away said water without paying for it. And for the use and benefit of the guests of Park Hotel and Magnetic Bath House he placed a man within to pass out the water to those entitled to it. And on the night of the first of August or before daylight on the second day of August 1894. with the connivance and conspiracy of those excluded from the use of said water with force and with the intent to destroy the junction over said Spring cut and tore of the slate and boards so that a man could enter to the water not withstanding the lock. And soon after that the defendants, who are citizens of said Village and excluded from the use of said water without pay with the assistance of others who were excluded from said water. placed on the streets of said Village South of said Park Hotel, a drilling machine, propelled by a steam engine. The location of said machinery being about six feet South of the North turn of May Street and on the west line of the turn of Magnetic Street and both drill and engine being within a few feet of the entrance to front of the Park Hotel and the Bath House. And during the using of said machinery, most of the horses had to be carefully led into the gate to said Hotel and Bath House. The gate to said Hotel and Bath House. And also weak and sick invalids, were staying in his hotel as aforesaid who were much annoyed and injured from the clatter of said machinery, the comfort and rest of others was destroyed. So that the same is a injury to the free use of said street by the public and particularly such as want to stop at the Park Hotel. And he further says that since the closing of the Spring, great many threats are made by those who are excluded from the free use of the water against the person and property of Plaintiff. And he further says that there is one Public Spring near the center of said Village. And a Pump used by Public near the East side of said Village both furnish an ample supply of water for said Village. And they are in said Village, so that the Village and public are fully supplied with good water for any purpose. And further he says not.

Thomas J. Kroner

Sworn to before me and signed by said Affiant in my presence this 28th day of August. A.D. 1894
Wm. King, J. P.

The following Affidavit of John Fletcher was filed the 29th day of August 1894.

Affidavit: Edwin R. Hotsenpiller, Plaintiff.
Against.
Adam Robinson et al. Defendants.

In Court of Common Pleas
Union County Ohio.

John Fletcher a resident of the village of
Magnetic Springs Union County Ohio for the last 6 years. that he is well
acquainted with defendant Adam Robinson. and that a short time prior to the
24th of August A. D. 1894 said defendant told Affiant that we have struck a
forty five foot well when they were drilling in front of Mrs S Robinsons house,
and that with the flow. If Hotsenpiller wanted his pond filled he could now do
it, in a short time but that they had shut the flow off. and were going
further down until they would strike Magnetic water. and further he says not.
John Fletcher,
Sworn to before me, this 28th day of August 1894.

Wm King, J. P.

The following motion was filed the 30th day of August A. D. 1894.

Motion
No. 6785:
E. R. Hotsenpiller.
vs
Adam Robinson et Charles Shirk.

Court of Common Pleas
Union County Ohio.
Motion.

The defendants move the Court to set aside and dissolve the injunction
allowed in this cause against the defendants. Because.
1st the petition upon its face makes no case, and set forth no facts entitling
the plaintiff to an injunction.

2nd For reasons set forth in Affidavits of the defendants on file.

3rd For reasons set forth in the Affidavits of the plaintiff on file.

D. W. Cuyler & Porter and Porter
Attorneys for defendants.

The following notice was filed the 30th day of August A. D. 1894.

Notice
Edwin R. Hotsenpiller Plaintiff.
Against.
Charles Shirk & Adam Robinson, Defendant.

Court of Common Pleas
Union County Ohio.
Notice.

The plaintiff in the above entitled action will take notice that on
Thursday the 30th day of August 1894. the defendants herein. will apply to
Judge John A. Rice in the Court House at Bellefontaine Ohio. and by motion
ask an order of the Court to dissolve the injunction heretofore granted against
the defendants in the above entitled case. and that the said motion will
be supported by Affidavits and oral testimony.

August 26th 1894.

D. W. Cuyler & Porter and Porter
Attorneys for Defendants.

Service of the above notice is hereby acknowledged, on this 26th day of
August A. D. 1894.

J. L. Cameron.

Affidavit.

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The following Affidavit was filed the 30th day of August A.D. 1894.

Affidavit.

Edwin R. Hotenpiller, Plaintiff, } In Court of Common Pleas of
Against. } Union County Ohio.
Adam Robinson et al Defendants. } Affidavit.

S. R. Bournvitz a visitor at Magnetic Springs in said County after being duly sworn says that he has been using the Magnetic water for the last 6 or 7 years that he is well acquainted with Adam Robinson one of the defendants herein that a few evenings from the 24th day of August 1894 he in company with others met Robinson near the Murphy Bath House in said village. Affiant inquired of said Robinson how the new well was progressing he replied that we have struck a vein of water strong enough to sprinkle the streets with aid of a Ram could throw the water up as high as your head. But we have shut it off and are going down until we strike the Magnetic water all indications are that we will soon get it that I know where the vein of Magnetic water is and we will get it if not there will put down holes until we do get it. I tell you before I pay 5 cents a drink for water I will spend a thousand dollars up there pointing towards the well they were sinking. I tell you we will get the Magnetic water if it set the Spring over there dry. This was spoken in presence of a number of persons who had gathered around us some of whom I knew others strangers.

S. R. Bournvitz

Sworn to before me this 29th day of August 1894.

Wm King, Justice of the Peace.

The following Entry was filed the 3rd day of December A. D. 1894.

Entry

Edwin R. Hotenpiller, }
v. s. } No 6785.
Charles Shirk & Adam Robinson. }

This day came the parties and submitted this cause to the Court upon the motion of the defendant to vacate the injunction heretofore granted. And said motion was argued by the Council and submitted. On consideration whereof the Court after hearing the evidence and arguments of Council and being fully advised in the premises overrules said motion and it is ordered and adjudged that the plaintiff recover of the defendants his cost and on hearing said motion taxed to \$ to which ruling and decision the defendants excepted.

D. W. Ayers, Clerk for Defts.

Afterward on the 20th day of April A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No 6785.

E. R. Hotenpiller, }
v. s. }
Charles Shirk et al. }

This cause came on to be heard upon the pleadings of the parties and evidence. On consideration whereof the Court being fully advised in the premises finds the equity of the case to be with the plaintiff and that he is entitled to the relief prayed for in his petition. It is therefore adjudged and decreed by the Court that the injunction heretofore granted in this case all and the same is hereby

made perpetual. And it is further adjudged that the plaintiff recover of the defendant his costs herein expended Paid to \$

Attest
J. N. Gosnell
Clerk.

Pleas continuance and held at the Court house in Mansville within and for the County of Union in the Bench Judicial District of the Court of Common Pleas of the State of Ohio by me the honorable John A. Rice Judge of said Court of the term of April term: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 24th day of March A. D. 1894 Melancthon Worthington filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Solomon G. Kilbury and Dunbar G. Kilbury as assignee of Solomon Kilbury

Melancthon Worthington, Plaintiff,
vs.
Solomon G. Kilbury and Dunbar G. Kilbury
as assignee of Solomon G. Kilbury, Defendants.
Court of Common Pleas of
Union County Ohio.
Petition.

The said Plaintiff says that the defendant Solomon G. Kilbury (under the name of S. G. Kilbury) on the 10th day of August 1885 executed and delivered to one P. Huddle or Beare his promissory note of that date (a copy of which is hereto attached) and thereby promised to pay said Huddle or Beare the sum of Three Hundred and Seventy five dollars with interest at six per cent from Sept 1st 1885 payable fourteen months after the date thereof and that by and towards on the 14th day of August 1885 and before the maturity of said note the same was sold and transferred to Plaintiff in the regular course of business for a valuable consideration and that Plaintiff is now the owner thereof and that there is now due the said Plaintiff from said defendant Solomon G. Kilbury on said note the said sum of three Hundred and Seventy five dollars with interest thereon at six per cent from Sept 1st 1885: that on the 2nd day of February 1892 the said Solomon G. Kilbury made and executed to the said Dunbar G. Kilbury a Deed of assignment of all his property both Real and Personal for the benefit of his creditors which trust was then accepted by said Dunbar G. Kilbury and said Deed was filed in the office of the Probate Court of said County of Union on the 2nd day of February 1892 and the said Dunbar G. Kilbury was then duly appointed and confirmed by said Probate Court as the assignee of said Solomon G. Kilbury and he now is and has been since February 2nd 1892

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Witness

The duly qualified and acknowledged assignee of the said Solomon H. Kilbury by the Probate Court of said County, that on the 6th day of March 1894 the said claim of Plaintiff to wit, the note of the said Solomon H. Kilbury for the sum of Three Hundred and Seventy five dollars with int from Sept 1st 1885 given to P. Huddle now the property of Plaintiff as aforesaid duly attested and sworn to as a just claim without payments or endorsements thereon was presented to said Dunbar & Kilbury as assignee for allowance as a just claim against the estate of said Solomon H. Kilbury and the same was rejected by said assignee on the said 6th day of March 1894. therefore Plaintiff asks Judgment against the said Solomon H. Kilbury for the said sum of Three Hundred and Seventy five dollars and interest thereon from Sept 1st 1885 - And Judgment against the said Dunbar & Kilbury as assignee of the said Solomon H. Kilbury for the said sum of Three Hundred and Seventy five dollars and interest thereon from Sept 1st 1885 that he allow the same in the settlement by his said trust together with Plaintiffs costs herein expended.

Robinson and Woodburn,
Atty's for Plaintiff.

Copy of the note
\$375.⁰⁰

August 10th 1885:

Twelve months after date I agree to pay to P. Huddle or Bearer Three Hundred and Seventy five dollars at six per cent interest from September first value received.
Post Office Plain City.

S. H. Kilbury.

The State of Ohio }
v.s.

Union County.

Melancthon Worthington being first duly sworn says the statements of the foregoing Petition are true as he verily believes

Melancthon Worthington

Sworn to and subscribed in my presence this 23rd day of March 1894.

Erna S. Green, Notary Public.

To the Clerk.

Issue summons in the foregoing case and endorse "For money only amount claimed, \$375.⁰⁰ with interest from Sept 1st 1885."

Robinson and Woodburn.

The following Summons was returned and filed the 2nd day of April A. D. 1894.

The State of Ohio }
v.s.

To the Sheriff of Union County.

Union County.

You are hereby Commanded to notify Solomon H. Kilbury and Dunbar & Kilbury, assignee of Solomon H. Kilbury, that they have been sued by Melancthon Worthington 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 according to it. 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, this 24th day of March, A. D. 1894.

R. McCoy, Clerk.

The State of Ohio,

Union County,

Sherriff's Return.

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Received this writ March 24th A. D. 1894 at 4 o'clock P. M. and served same by deterring a true copy of this writ with the indorsements thereon to the within named Solomon H. Kilbury and Dunbar Kilbury personally on the 31st day of March 1894.

Wm. G. Snodgrass, Sherriff.

The following Answer was filed the 19th day of April. A. D. 1894.

Melancthon Worthington } Court of Common Pleas of
v. s. } Union County Ohio.
S. H. Kilbury et als. } Answer.

The said defendants for answer say: they admit that the defendant S. H. Kilbury executed the note described in the petition and that plaintiff is the owner of the same and admit that Dunbar G. Kilbury is the assignee of said S. H. Kilbury and that said note was presented to said assignee and payment refused. But the defendants deny all the other allegations in the petition.

Second. For a further defense the defendants say that the only and sole consideration for said note was 20 bushels of wheat worth not to exceed 80 cents per bushel but said note was procured from the said defendant S. H. Kilbury by one J. Jones under the following circumstances. Said Jones came to the farm of said S. H. Kilbury in said county and represented that he was the agent for the Great Farmers National Grain and Seed Company, which was duly incorporated under the Laws of Ohio. And that if the said S. H. Kilbury would buy of it 20 bushels of wheat at a fictitious price of \$1.50 per bushel and sow the same in the year 1885, the said Company would in the year 1886 sell to others for the said S. H. Kilbury 50 bushels of wheat at the like fictitious price of \$1.50 per bushel of which sales thus to be made the said S. H. Kilbury was to have all the proceeds less 20% of Commission. Both parties at the time knew the real value of said wheat to be less than 80 cents per bushel and that the sum of \$1.50 per bushel for the wheat to be thus bought and sold was a false and fictitious value, and both parties knew that the inducement that would be used to cause others to buy would be like promise to sell double the amount of their purchases for them at a like fictitious value the scheme being what is commonly known as the Bohemian Gate or Seneca Chief wheat scheme the said S. H. Kilbury did not at this time know the extent of the swindle aforesaid but was persuaded by said Jones to agree to the same and to execute said note being the note in the petition described and at the same time said Jones gave to the said S. H. Kilbury a paper purporting to be a bond of said Company of which the following is a copy.

"Incorporated under the laws of Ohio The Farmers National Grain and Seed Company Darty Township Union County State of Ohio 1885 do hereby agree to sell 50 bushels of Seneca Chief Wheat for S. H. Kilbury at

Entry

Reply

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fifteen dollars per bushel less 25 per cent Commission, on or before the 1st. day of September 1886"

P. Cuddle, Supt."

The above named paper was left with said S. H. Kilbury and the said Jones agreed to keep said note until the time of said pretended bond should be fulfilled. said bond was executed at the same time of said note. The said bond was never fulfilled or any part of it. said Company did not sell any wheat for defendant, S. H. Kilbury and could not have sold any at said fictitious price without perpetrating a fraud upon others. And said bond and said scheme was contrary to public feeling and void.

The defendants say that the plaintiff when he secured said note and before he purchased the same well knew the consideration for which said note was given, and had full knowledge of said scheme, and knew there was no other or further consideration for said note there is herein stated. And said plaintiff did not secure the said note in the usual course of business, but at the time he purchased the same intended, to aid said Jones in defrauding the said S. H. Kilbury, by claiming to be an innocent purchaser of said note. said plaintiff knew the business in which said Jones were engaged and knew he was procuring notes from farmers of the community by virtue of said scheme.

Wherefore the defendants say that said note is founded upon illegal and immoral consideration as aforesaid which was to plaintiff well known at the time he secured said note and that it is void, and plaintiff should not be permitted to recover thereon.

Defendants ask to go hence and recover their costs and for all proper relief.

J. L. Hammon, City
for Defendants.

The State of Ohio, Union County S. S.

S. H. Kilbury being sworn says the facts stated in this foregoing Answer are true as he believes.

S. H. Kilbury.

Sworn to before me and signed in my presence this 19th. day of April, 1894.

H. M. Gray
Clerk of Court.

The following Entry was filed the 19th. day of April, A. D. 1895

Entry

Melancthon, Worthington
v. S.
Sol. H. Kilbury et al.

No 6694

The Jury in this action having on a former day of this term, returned a verdict for the defendants, and no motion for a new trial having been made. It is therefore considered by the Court that the said defendants go hence without day, and recover from the plaintiff their cost herein expended

Robinson and Woodburn,

The following Reply was filed the 3rd. day of May, A. D. 1894.

Reply.

Melancthon, Worthington
v. S.
S. H. Kilbury et al.

Court of Common Pleas of
Union County Ohio.
Reply.

The Plaintiff in reply to the Answer of the Defendant S. H. Kilbury says that at the time the said note was

assigned to him and he became the owner thereof he had no knowledge of the consideration for which said note was given, that at the time aforesaid he had no knowledge of the contract referred to in said answer made by said Jones in behalf of himself or as the Agent of the Great Farmers National Grain and Seed Company or of any other person whatsoever with the said Defendant S. H. Bithum as charged in his answer and plaintiff avers that he had at the time aforesaid no knowledge whatever of any such contract set up in said answer between said Jones and said S. H. Bithum or of any other contract affecting the validity of said note either with said Jones or any other person. The plaintiff further denies that he had any knowledge at the time he became the owner of said note of a fraudulent scheme or any other scheme to defraud said defendant by said Jones for himself or as agent as aforesaid or in any other way whatsoever. He denies that he had any knowledge of the business engaged in by said Jones as charged in said answer at the time referred to. And the said Plaintiff asserts that said note described in his Petition is in the usual negotiable form - that he purchased the same in good faith for a full valuable consideration and without any notice or knowledge whatever at the time he purchased the same of any of the grounds of defense stated in said answer and therefore he denies the allegations of said answer. Therefore Plaintiff asks Judgment against said Defendants as prayed for in his Petition herein for the sum of Three Hundred and Seventy five dollars and interest from Sept 1st 1886.

The State of Ohio }
 Union County }
 Melancthon Worthington being first duly sworn says
 the statement of the foregoing reply are true as he believes.

Signed to before me and subscribed in my presence by Melancthon Worthington this 2nd day of May 1894.
 Era Pitcher, Notary Public.

The following Journal Entry was filed the 11th day of October A.D. 1894.

Melancthon Worthington }
 v. S. }
 Solomon H. Bithum et al. }
 This case is continued to next term of Court.

The following Entry was filed the 11th day of April A.D. 1895.

M. Worthington }
 v. S. }
 S. H. Bithum et al. }

This day came the parties by their Attorneys, also came the following named persons as Jurors. To-wit: Wm King, Samuel Gilchrist, Eloy Moore, Wm Biddle, Geo. M. Wilke, Geo. Hallaway, Martin Erick, J. W. Tobin, A. P. Harvey, George Trapps, Charles Boy, J. H. Smith.

Entry
 No. 6694.

Verdict.
 No 6694.

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And the trial proceeded, the Jury having heard the evidence in part, and the hour of adjournment having arrived this case was continued until tomorrow morning.

The following Entry was filed the 12th day of April, A.D. 1895:

Entry
No. 6694.

M. Worthington }
v.s. }
S.B. Kilbury et al. }
Court of Common Pleas
Union County Ohio.

This day again came the parties by their Attorneys, and also came the Jury hereof impeached and sworn herein and the said Jury having heard the remaining evidence adduced and the arrangements of Counsel and charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes the Jury into open Court with their verdict in writing signed by their foreman and say.
Copy Verdict.

The following Verdict was filed the 12th day of April, A.D. 1895:

Verdict.
No 6694.

The State of Ohio }
Union County }
Court of Common Pleas of said County.
April Term, 1895.

Melancthon Worthington, Plaintiff }
v.s. }
Solomon B. Kilbury et al. Defendants }
Civil Action.
Verdict for Defendant.

We, the Jury, being duly impeached and sworn find the issues in this case in favor of the Defendants.

Witness
J. N. Gornall
Clerk.



I had 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 April Term: on the 8th day of April, in the year of Our Lord one thousand eight hundred and ninety five

Be it remembered that herebefore on the 10th day of April, A.D. 1895, the Union Banking Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George Connor, Thomas Connor and W. Hopkins. Term:

Petition and Answer in Cognovit.

The State of Ohio:

Union County, S.S.

In the Court of Common Pleas.

The Union Banking Company of Marysville O. Plaintiff.

Against.

George Connor, Thomas Connor and W. Hopkins, Defendants.

Petition.

The Plaintiff says that it is a corporation organized under the laws of Ohio for the purpose of doing a general Banking business at Marysville Ohio that this action is founded upon a promissory note of which the following is a copy, with all the credits and endorsements thereon. \$150 Marysville O Jan 13th 1893

Ninety days after date for value received we or either of us promise to pay the Union Banking Company or order, at the Banking house of said Company at Marysville, Ohio One hundred and fifty dollars with interest at 8 per cent after maturity. And we hereby authorize any Attorney at Law to appear for us or either of us in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against we or either of us and confess judgment in favor of the said Union Banking Company we or either of us for the amount that may be due thereon with 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.

Geo Connor.

Thos. Connor.

W. Hopkins.

Indorsement "Interest paid to July 13th 1893. The original note being here attached, marked "Ex A" there is due to Plaintiff from the Defendants on said note the sum of One hundred and seventy one dollars which Plaintiff claims with interest from the 10th day of April, A.D. 1895 at 8 per cent per annum, and for which, with costs of suit, Plaintiff asked judgment against the Defendant.

J. B. Binkade
Attorney for Plaintiff.

The State of Ohio, Union County, S.S.

J. B. Binkade being sworn, says that he is in possession of the note upon which this action is founded and is Attorney for the Plaintiff and that the facts stated and allegations in said Petition are, as far as he believes, true.

J. B. Binkade

Answer.

Entry No 6903.

Sworn to before me, and signed in my presence, this 10th day of April, A. D. 1895.

J. W. Roswell, Clerk.

The Union Banking Company, Mansville Ohio. Plaintiff
Against.

George Connor, Thomas Connor & M. Hopkins, Defendants.

Court of Common Pleas,
Union County Ohio.

Answer.

Answer.

The Defendants George Connor, Thomas Connor & M. Hopkins by W. W. Merchant Attorney, an Attorney at Law of record in this Court, duly authorized in and 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 Defendants by W. W. Merchant 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 indebted to the Plaintiff on the said note in manner and form as the Plaintiff has in this Petition set forth, and that the amount due upon said indebtedness at this day is the sum of One hundred and seventy one Dollars, bearing interest at 8 per cent per annum, and therefore, for that sum, with interest from April 10th 1895 at 8 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.

W. W. Merchant Attorney for Defendant.

Entry.

The Union Banking Company Mansville Ohio Plaintiff.
Against.

George Connor, Thomas Connor & M. Hopkins, Defendants.

Judgment by Confession
See § 171

Entry.

No 6903.

This day came the Plaintiff by J. C. Sinkerade, Attorney, and filed its Petition Against said Defendants. And thereupon W. W. Merchant an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said Defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendants waived the issuing and service of process, entered the appearance of said Defendants herein, and acknowledging that said Defendants did owe and was indebted unto the Plaintiff as it has in this 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 One hundred and seventy one Dollars, bearing interest at 8 per cent, per annum, and that said Plaintiff ought to recover of said Defendants a Judgment for that sum. It is therefore considered by the Court here that the said The Union Banking Company Plaintiff do recover of the said George Connor, Thomas Connor & M. Hopkins Defendants the sum of One hundred and seventy one Dollars, so confessed, as aforesaid, with interest from April 10th 1895 at 8 per cent, per annum, and also costs in its 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 therein, are by said Defendants waived and released.

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Marysville, Ohio. Jan 13th. 1893.

\$150.⁰⁰
 Ninety days after date, for value received, we or either of us, promise to pay to The Union Banking Company, or order, at the Banking House of said Company, at Marysville Ohio, One hundred and Fifty Dollars, with interest at 8 per cent. after maturity. And we hereby authorize any Attorney at Law to appear for us or either of us in an action on the above bill, at any time, after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us or either of us, and confess judgment in favor of the said Union Banking Company against us or either of us for the amount that may be due thereon with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered;

Witness Our hands and seals, this _____ day of _____

A. D. 1893
 George Connor. *Seal*
 Chas. Connor. *Seal*
 M. Hopkins. *Seal*

No. 3227. Due. Apl. 13-16-93.

Attest
 J. N. Gosnell
 Clerk.



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Petition
No 6493.

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Plead 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 C. Price Judge of said Court of the term of April writ: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that herebefore writ on the 2nd day of September A.D. 1893 Lida Gravel filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William K. Snodgrass. Writ:

Petitioner
No 6493.

Lida Gravel, Plaintiff.	} In the Court of Common Pleas of Union County, Ohio.
Against.	
William K. Snodgrass Sheriff of Union County, Ohio. Defendant.	} Petitioner.

The plaintiff says: that on the 22nd day of July 1893 she was lawfully possessed as of her own property: of thirty six bushels of clover and three unthreshed of the value of One Hundred and Eighty Dollars: fifty five bushels of wheat in the shock of the value of Thirty two and two thirds Dollars and seven tons of hay in the mow of the value of Sixty three Dollars and all of the value of Two Hundred and Seventy five Dollars. On said day said defendant acting under and by virtue of an execution issued out of this Court on a certain judgment of the Union Banking Company against D. J. Hindell and William Gravel, but wholly without any warrant or authority of law against this plaintiff, levied upon said personal property, and duly advertised the same for sale at Sheriff's sale on the 18th day of August 1893.

On the 28th day of July 1893 plaintiff duly notified said defendant by a verbal notice that she was the owner of said property which notice was wholly disregarded by said defendant.

On the 18th day of August 1893 and before any of said property had been sold plaintiff notified said defendant publicly by verbal notice that she was the owner of said property but defendant wholly disregarding said notice and the rights of said plaintiff proceeded to convert the same to his own use and to sell and deliver said personal property to different purchasers and converted the proceeds thereof to his own use and such Sheriff, by reason whereof plaintiff has been damaged in said sum of Two Hundred and Seventy five Dollars, for which she prays judgment.

John W. Bradrick
Attorney for Plaintiff.

The State of Ohio. }
County of Union. } s. s.

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

Sworn to by said Lida Gravel before me and signed by her in my presence this second day of September, A.D. 1893.

J. C. Griffith, Notary Public.

I hereby waive the issuing and service of summons and enter my appearance herein this 2nd day of September 1893.

Wm. K. Snodgrass Sheriff of
Union County Ohio.

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The following Entry was filed the 4th day of December A.D. 1894.

Entry
No. 6593

Side Gravel
v.s.
Wm. S. Snodgrass Sheriff

Entry

This day this cause came on for hearing on motion of the defendant to substitute the judgment creditor as defendant herein, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do overrule said motion to which ruling the defendant W. S. Snodgrass excepted. Thereupon the defendant asked and obtained leave to plead to said petition herein on or before January 1st, 1895: and this cause is continued.

Budrick for Plaintiff.

The following Answer was filed the 15th day of January A.D. 1895:

Answer.

Side Gravel Plaintiff
v.s.
Wm. S. Snodgrass Defendant

In Union County Court of
Common Pleas.

The defendant admits that he is the Sheriff of Union County Ohio, and that as such Sheriff he made a levy upon certain property as the property of Wm. Gravel, including some wheat, hay and clover. The plaintiff was present when said levy was made and had knowledge of the same but made no claim to said property at the time of said levy. At the time of said levy said wheat was not threshed, but it was afterwards threshed by the procurement of said Wm. Gravel and the plaintiff, and before the day of sale said wheat became wet and damaged, and the same was taken by the plaintiff at the sum of five dollars. The hay was also taken by the plaintiff at the sum of seven dollars. The clover was not threshed at the time of said levy and sale but it was taken by one Dolph Moore at the sum of \$25, which sum was all it was worth at the time of said sale. The money received from said levy and sale was by the defendant paid in to the Clerk of this Court, and applied to the payment of the money due upon execution. The defendant denies all the allegations of the petition not herein admitted. Wherefore the defendant asks to go hence without day and recover his costs.

The State of Ohio Union County, ss.

Attorney for Defendant.

Wm. S. Snodgrass being first duly sworn says the facts stated in his foregoing answer are true as he believes.

Wm. S. Snodgrass.

Sworn to before me and signed in my presence this 27th day of January, 1895:

J. N. Scovell Clerk.

Afterward on the 19th day of April A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
No. 6593

Side Gravel
v.s.
Wm. S. Snodgrass Sheriff

Entry

This day this cause came on for trial, and the

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Jury having been waived, was submitted to the Court upon the pleadings and the evidence and arguments of Counsel.

On consideration whereof the Court find on the issues joined for the plaintiff and find that the defendant is indebted to the plaintiff in the sum of One Hundred Dollars, and no motion having been made for a new trial.

It is therefore considered and adjudged by the Court that the plaintiff do receive from the defendant the said sum of One hundred dollars and her costs herein expended, taxed at \$ and execution is awarded thereon.

John M. Bradrick
Atty for Plaintiff.

Attorn
J. M. Gorman
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 April Term: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that hereof to wit on the 11th day of August A. D. 1894 Henry Ackerman filed in the Clerk's Office of the said Court of Common Pleas the following Petition against L. H. Kimball et al. to wit:

Petition
No. 6778.

Henry Ackerman, Plaintiff. }
v.s. } Common Pleas Court
L. H. Kimball and Milo }
Kimball, Defendants. } Union County Ohio.
Petition.

Defendants are indebted to Plaintiff on a promissory note of which the following is a copy, indorsed by G. A. Reed:

Wilford Centre Ohio Dec 7th 1891.

One year after date I promise to pay to the order of G. A. Reed, Three Hundred and Fifty Dollars, for value received, to bear 7 per cent interest from date until paid, if the interest is not annually paid, to become as principal and bear the same rate of interest, negotiable and payable without defalcation or discount.

L. H. Kimball
Milo Kimball

On which note there is due plaintiff from defendant the sum of Three Hundred and Fifty dollars, with interest from December 7th 1891.

Whereof plaintiff asks judgment against the defendant in the sum of \$350.⁰⁰ with interest at 7 per cent from December 7th 1891 and interest on \$24.⁰⁰ dollars at 7 per cent and interest on \$24.⁰⁰ dollars at 7 per cent; the interest on said note at 7 per cent from 1st December 1892 and December 1893 the years 1892 and 1893.

D. H. Ayres, Atty for Plaintiff.

D. H. Ayres being first duly sworn deposes and says: that he is the Attorney of the above named Henry Ackerman duly authorized in the premises.

that the said Henry Ackerman is a non-resident of the said County of Union; that this claim is founded upon a promissory note and the same is now in the possession of this Affiant; that the facts stated and allegations in the foregoing petition are as Affiant believed true.

D. W. Ayres.

Sworn to before me and signed in my presence by the said D. W. Ayres this day of August 1894.

John C. Griffith, Notary Public.

Clerk:

I issue summons on the petition in the above case to the Sheriff of Union County Ohio, returnable according to Law.

Endorse Amount claimed \$350 with interest at 7 per cent from December 7th 1891 - and interest on \$24.³⁵ at 7 per cent from Dec 7th 1892. and interest on \$24.³⁵ from December 1st 1893. at 7 per cent.

D. W. Ayres. City for P. H.

The following summons was filed the 16th day of August A. D. 1894.

Summons No 6778.

The State of Ohio.

To the Sheriff of Union County.

Union County.

You are hereby commanded to notify L. H. Kimball and Milo Kimball that they have been sued by Henry Ackerman 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 according to law.

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. N. Hosnell. Clerk.

The State of Ohio

Sheriff's Return.

Union County.

Sheriff's Fee.	\$	2
Service & Return	68	
Mileage	1	12
Copy		30
Total	\$	27

Received this writ, August 11th A. D. 1894. at 5 o'clock P. M. and served same by detaching a true copy of this writ with the indorsements thereon to L. H. Kimball personally and to Milo Kimball by leaving a copy at his usual place of residence on the 14th day of August 1894.

Wm. G. Brodgers, Sheriff.

The following Motion for security for costs was filed August 31st 1894.

Henry Ackerman, P. H.

v. S.

L. H. Kimball and Milo Kimball, D. H.

Court of Common Pleas

Union County Ohio.

Motion for security for costs.

The said defendants move the Court to order plaintiff to give security for costs in this case by one they are required to defend in this case and for ground of the motion they say plaintiff is a non-resident of said County of Union.

Robinson and Woodburn, Attys for D. H.

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The following Answer of Defendants was filed the 17th day of September, A.D. 1894.

Answer
Henry Ackerman, Plaintiff.
v.s.
L. H. Kimball and Milo Kimball, Defs. } Court of Common Pleas
Union County Ohio.
Answer.

The said defendants in their answer to the plaintiffs petition say the said L. H. Kimball is the principal on said note and Milo Kimball is surety thereon for said L. H. Kimball and say that the said note was obtained from said L. H. Kimball by false and fraudulent representations in the manner following to wit the said C. A. Reed was on the 7th of Dec 1891 at the time said note was given in possession of and carrying on the Hotel, Lunch and Restaurant business in the Exchange Hotel standing on the land of the Rail Road Company commonly called the Pan Handle Road at Milford Centre and at its junction with the Big Stone R. Road, the building itself at the time understood belonged to C. W. McAdow and said Reed owned the furniture therein and had leased the building from him. said Reed in order to induce said L. H. Kimball to purchase his said furniture and business aforesaid falsely represented to said Kimball that he knew that said Rail Road Company did not intend to and would not remove or cause to be removed said building from said lands though it had threatened to do so. and that if said L. H. Kimball would buy his said furniture and business he could use the same as long as he pleased and make plenty of money. The said Reed at the time he made said representations knew that said Company determined to have said building removed and had notified him of that fact and he knew that said representations were false and that said building would have to be removed and that said L. H. Kimball could not if he purchased said furniture and possession do business therein and could not make any money whatever. The said L. H. Kimball believing said representations to be true and relying on their truth bought of C. W. McAdow the one half interest in said building for the consideration of about \$750 and bought of said Reed said furniture and business in consideration of seven hundred and fifty dollars and gave his chattel mortgage for four hundred dollars thereon on said furniture and gave the note with security mentioned in said petition for the balance. That soon after to wit in about three months said Rail Road Company compelled said L. H. Kimball to have said building removed from the said lands and stop his business therein so that said building had to be removed and the whole building was sold for the sum of eight hundred and ten dollars by which he lost all that he had paid to said McAdow to wit three hundred and eighty dollars and said furniture was all taken by said C. A. Reed and sold for less than three hundred dollars and said Kimball lost all of said furniture and all of said business - The said furniture was not worth to exceed three hundred dollars but taken with the business aforesaid and possession of said building located at said place would have been worth the \$750 which he agreed to pay therefor. That said C. A. Reed well knew at the time of said sale that without the continuance of said building on said land the said furniture and business was of very little value and would not have been purchased by Kimball but for his said representations that he knew the same would not be removed and that there was no danger of such removal. Therefore the said L. H. Kimball was damaged by said C. A. Reed in the sum of five hundred dollars besides what he lost by the purchase of the half interest in the building itself. Therefore the defendants pray that they be allowed to have as a counter claim

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so much of said damages as may equal the amount of said note, and that said note be cancelled as having been obtained by fraud and false representations of said G. A. Reed.

Robinson and Woodburn,
Attorneys for Defendants.

The State of Ohio.

Union County.

L. H. Kimball one of the defendants being duly sworn deposes and says he believes the allegations of the foregoing Answer to be true.

Sworn to before me and signed in my presence this 31st of August 1894.

J. A. Gosnell Deputy Clerk.

The following Entry was filed the 11th day of October A. D. 1894.

Entry,
No. 6778.

Henry Ackerman.

v.s.

L. H. Kimball.

This day this cause came on to be heard upon the motion of Defendant to require Plaintiff to secure costs - which motion is sustained by the Court. It is therefore ordered by the Court that Plaintiff secure the costs in this case in 30 days and this case is continued.

Robinson and Woodburn.

The following Reply was filed the 2nd day of April A. D. 1895.

Reply,
No. 6778.

Henry Ackerman.

v.s.

L. H. Kimball et al.

Court of Common Pleas
Union County Ohio.

Reply.

The plaintiff now comes and for reply herein says: He admits that the said L. H. Kimball is principal and Milo Kimball is surety on the note sued on herein - and that said note was given to G. A. Reed in consideration of Hotel furniture and fixtures located on the lands of the Panhandle Railway Company - the plaintiff denies each and every other allegation contained in said Answer not herein admitted and avers that said L. H. Kimball purchased said furniture Restaurant and fixtures with a full knowledge that the said Panhandle Railway Company would remove the Hotel building in which the said Reed's business furniture and fixtures were located, sometime during the Spring following the sale from said Reed to said L. H. Kimball, Wherefore Plaintiff prays as in his petition.

L. W. Ayers, Atty for Plaintiff.

State of Ohio Union County S. S.

D. W. Ayers being first duly sworn says, that the plaintiff herein is a non-resident of said County of Union and is now absent therefrom and that Affiant is the Attorney of the above named plaintiff duly authorized in the premises, that the facts stated and allegations contained in the foregoing Reply are as Affiant believes true.

D. W. Ayers

Sworn to before me and signed in my presence by the said D. W. Ayers this 2nd day of April 1895.

J. A. Gosnell. Clerk.

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The following Affidavit for continuance was filed the 8th day of April A.D. 1895;

Affidavit for continuance.	Henry Ackerman. v.s. L. H. Kimball, et al.	} Court of Common Pleas. Union County Ohio.
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The defendant L. H. Kimball being duly sworn says that J. N. Dartington is a material witness for him in the above mentioned case without whose evidence he cannot safely go to trial - that said witness is in the employ of the Pan Handle Rail Road Co. as Superintendent of Indianapolis Division, so called and resides at Indianapolis Indiana; that said witness had at December 1891 the control of the said Road through Union County Ohio especially the grounds and there was at that time a Hotel Restaurant on the grounds of said Co. at Milford, Kenton and witness would testify in said cause that he prior to Dec 7th 1891 and about that time notified C. C. Reed then in possession of said Hotel that said Hotel must be removed from said grounds as soon as possible that notice had previously been served on said Reed by said Co. that he must remove said building and that about Dec 7th 1891 and before that date said Reed came to the Office of said Co. and enquired of said witness when said Superintendent was asked if the Co. intended to require that Hotel to be removed soon and he was notified by said witness that that was the determination and that it must be done as soon as possible and said Reed left the Office without any encouragement for any extension of the time for removing said building.

Affiant has not hitherto attempted to take the deposition of said witness because he was informed by his Counsel that it was not necessary until plaintiff gave security for costs and filed his reply to Affiant's answer in this case and it is not in his power to obtain his deposition in time to try said cause at this term of Court and will by the next term of this Court obtain his testimony - this Application for continuance is not made for delay merely but for the purpose of Justice and for a fair trial.

L. H. Kimball,

Sworn to before me and signed in my presence by L. H. Kimball this 8th day of April 1895.

J. N. Gosnell Clerk.

The following Entry was filed the 9th day of April A.D. 1895:

Entry No 6778.	Henry Ackerman. v.s. L. H. Kimball et al	} No 6778.
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This day came the defendant and made a showing for continuance whereupon the Court find the showing to be sufficient and thereupon the Attorney of plaintiff stated that he would admit that J. N. Dartington would testify as stated in defendant's Affidavit and that he would elect to go to trial and consent that said statement may be read and considered at the trial of the case as his deposition the same as if taken by deposition whereupon the Court overrule the motion for continuance and assign the case for trial on the 18th of this month.

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The following Amended Answer was filed the 17th day of April, A.D. 1895:

Amended Answer.

Henry Ackerman
v. s.
L. G. Kimball & Milo Kimball.

Court of Common Pleas
Union County Ohio.
Amended Answer.

The said defendants further Amended Answer say the said plaintiff ought not to receive judgment against them upon the note in the petition described for this that they say that C. A. Reed the payee of said note obtained said note from said defendants by the false and fraudulent means and representations hereinafter mentioned that said L. G. Kimball is the principal on said note and Milo Kimball his father is his surety thereon that on about the first of December 1891 said Reed was the owner of Furniture and General outfit for carrying on the Hotel and Restaurant business and was then carrying on that business in the exchange Hotel at Milford Center of Union County Ohio that said exchange Hotel and Restaurant building was erected on the grounds of the Pittsburgh Chicago and St Louis Rail way Company at Milford Center but the building was owned by C. W. M^{rs}. Adow as said defendants at that time understood and believed and said Rail way Co used a part of said building for an office for baggage and ticket master and waiting room and the large part of the custom and profit of said business came from the patronage of Rail Road employees and passengers of said Rail way Co and the Big Four line so called which crossed at said Milford Center that said Reed had said building rented for his business but paid no rent to said Co except that it used a part as aforesaid was doing a prosperous business and in order to induce the said L. G. Kimball to purchase his said furniture and outfit and business and rights in said building and premises falsely represented to said L. G. Kimball that although there were reports that said Rail Road Company was intending to remove said building from its grounds and would require the same to be removed that he knew that these reports were all untrue and that he knew the said Company did not intend to require said building to be removed for years yet and would not require its removal for years yet and if he (said L. G. Kimball) would buy him out and take said furniture and outfit and business and conduct it there he knew he would not be disturbed in his possession thereof and could thereby make plenty of money and pay for said property and business - the said L. G. Kimball relying on said representations and believing the same to be true and induced thereby entered in to an agreement with said Reed whereby he obligated himself to pay for said furniture, outfit and business the sum of Seven hundred and fifty dollars as follows. Four hundred Dollars in one year hereafter for which he and his wife executed their chattel mortgage on said property and for the remaining \$350 he gave said note in said petition described - Also induced by said representations he bought of C. W. M^{rs}. Adow the one half of said building for Seven hundred and fifty dollars and on the 7th of Dec 1891 took possession of said building and business and continued to carry on said business until he was compelled to give it up by reason of the removal of said building by the imperative orders of said Company about the first of March 1892 whereby he was wholly deprived of said business and the value of the same destroyed that said furniture and outfit was of little value separate from said business as all of said parties

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then well knew: The value thereof not exceeding Three hundred dollars and it was taken by said Reed on said chattel mortgage and all applied upon said \$400 payment leaving a balance still unpaid. The said Reed knew when he made said representations that they were not true and that he was deceiving and defrauding said L. H. Kimball, whereby he was damaged more than Four hundred dollars besides what he lost in the purchase of said interest in said building itself. The plaintiff obtained said note from said Reed after the same became due and with full knowledge of the consideration thereof and of defendant's said defense, therefore said defendant ask that their counter claim for at least \$350 with interest sufficient to offset said note may be allowed them and be offset against said note in the hands of the plaintiff.

Second defense. - The said defendants say that at the time said L. H. Kimball bought of G. L. Reed the furniture, outfit and business of the Hotel and Restaurant business at the Rail Road crossing at Milford, Center Union County Ohio for which said note was given for part consideration there was no inventory thereof taken but with the exception of personal and family clothing and one picture and one bed claimed by said Reed's wife, all of the property in said building was bought in said contract and said Kimball at the time he took possession of said building supposed he received all of it, but he afterwards ascertained that a considerable part of the same had been removed after said contract and before the chattel mortgage and note were given and possession taken and that he is informed and believes and trusts that in carrying, silver ware, pictures and other things belonging to said outfit of the value of One hundred dollars the said defendants never received, whereby they were damaged in said sum of One hundred dollars which they ask may be allowed and offset against said note in the hands of the plaintiff.

Robinson and Woodburn
Attys for Defendants.

The State of Ohio Union County S. S.

L. H. Kimball being duly sworn deposes and says he believes the allegations of the foregoing Amended Answer are true.

L. H. Kimball.

Sworn to before me and signed in my presence April 17th 1895:

J. A. Kennell, Clerk.

The following Entry was filed the 18th day of April C. D. 1895:

Entry.

Henry Ackerman. } Court of Common Pleas
v.s. } Union County Ohio.
L. H. Kimball et al. }

This day this cause came on to be heard on the question therefore ordered to be determined by a Jury, and thereupon came the following named persons as Jurors to wit:

Charles Cox, J. H. Smith, Wm. Riddle, Geo. M. Wilke, Wm. King, Geo. Crapp, Stephen Long, Martin Guick, J. W. John, Samuel Kiteck, Elroy Moore, and Philip Rempight, who were duly impaneled and sworn according to law. And thereupon, after hearing the evidence, in part the hour of adjournment having arrived, this case was continued until tomorrow morning.

The following Reply to Amended Answer was filed the 18th day of April 1895:

Reply to Amended Answer. } Henry Ackerman, } Court of Common Pleas
 v.s. } Union County Ohio.
 L. H. Kimball et al. } Reply to Amended Answer.

The plaintiff comes ⁱⁿ for Reply to the Amended Answer herein says, he admits that the said L. H. Kimball ^{and} Milo Kimball is surety on the note sued on herein and that the same was given to G. C. Reed in consideration of hotel fixtures, ^{and} furniture on the lands of the Pan Handle Railway Company. The plaintiff denies each ^{and} every other allegation contained in said Amended Answer not herein admitted, ^{and} avers that said L. H. Kimball purchased said furniture, restaurant ^{and} fixtures with a full knowledge that the said Pan Handle Railway Company would remove the building in which the said Reed's business, furniture ^{and} fixtures were located, sometime during the Spring following the said sale from said Reed to said Kimball ^{and} he avers that all the furniture ^{and} fixtures ^{and} property sold to said Kimball was delivered to him by said Reed. Wherefore plaintiff prays as in his petition.

D. W. August, Attorney for Plaintiff.

State of Ohio Union County S. S.

Henry Ackerman, being duly sworn says the facts stated ^{and} allegations in the foregoing Reply are as he believes true, Henry Ackerman, sworn to before me ^{and} signed in my presence this 18th day of April 1895.

J. N. Gosnell, Clerk.

The following Entry was filed the 19th day of April, A. D. 1895:

Entry. Henry Ackerman, } Court of Common Pleas
 v.s. } Union County Ohio.
 L. H. Kimball et al.

This day again came the parties by their Attorneys, ^{and} also came the Jury heretofore impaneled ^{and} sworn herein, ^{and} the said Jury having heard the remaining evidence adduced, the arguments of Counsel ^{and} the charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes the 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 this case in favor of the plaintiff ^{and} assess the amount due to the plaintiff from the defendant at the sum of Four hundred ^{and} nineteen ^{and} $\frac{24}{100}$ (\$419.24) Dollars.

S. G. Gilbert Foreman.

The following Motion for New Trial was filed the 20th day of April 1895:

Motion. Henry Ackerman, } Court of Common Pleas of
 v.s. } Union County Ohio.
 L. H. Kimball et al.

The said defendant L. H. Kimball ^{and} Milo Kimball now come ^{and} submit their motion for a new trial in this case ^{and} assign as

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reasons thereof are as follows:

- 1st. Accident and surprise which ordinary prudence could not have guarded against.
- 2nd. Excessive damages appearing to have been given under the influence of passion or prejudice.
- 3rd. Error in the assessment of the amount of recovery the same being excessive and too large.
- 4th. That the verdict is not sustained by sufficient evidence and is contrary to Law.
- 5th. On account of newly discovered evidence material for the defendants which they could not with reasonable diligence have discovered and produced at the trial.

Robinson and Nordburn,
 Attys for Defendants.

For continuation of this case. See page 241.

Witness
 J. N. Gosnell
 Clerk.

I have examined 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 April term: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five

Be it remembered that heretofore to wit on the 4th day of Feb. A.D. 1895 Wm. G. M^r. Allison filed in the Clerk's Office of the said Court of Common Pleas the following Petition against D. L. Gordon and C. C. Gordon. to wit:

Petition
 No. 6862.

Wm. G. M^r. Allison and Len W. M^r. Allison. Plaintiffs. }
 Common Pleas Union County Ohio.
 Against }
 D. L. Gordon and C. C. Gordon. Defendants. }
 Petition in Replevin.

The defendants wrongfully detain from the plaintiffs the following goods and chattels of plaintiffs to wit: One 10 horse power traction steam engine and all its fixtures. One Grey mare six years old. One Grey draft horse three years old. Defendants have detained them (the said property) from the plaintiffs for the space of two days to the damage of the plaintiffs \$100. Wherefore plaintiffs ask judgment against defendants for the recovery of said property and for the sum of \$100. with interest

J. B. Cole. Atty for Plaintiffs.

State of Ohio.

s. v.

Union County.

Wm. G. M^r. Allison Plaintiff being sworn says that the facts stated and allegations in the foregoing petition are true as he believes.

William G. M^r. Allison.

Sworn to and subscribed before me this 4th day of February, 1895.

J. N. Gosnell Clerk.

The following Affidavit in Replevin was filed the 4th day of February A.D. 1896:

Affidavit. William G. M^{rs}. Allister, et al. Plaintiffs, } Common Pleas
 Against } Union County Ohio.
 D. L. Gordon ^{and} L. S. Gordon, Defendants. } Affidavit in Replevin.

State of Ohio, Union County, ss.

William G. M^{rs}. Allister one of the Plaintiffs being duly sworn, says the property to recover possession of which this action is brought is described as follows to wit: One 10 horse power traction steam engine, One Grey mare six years old, One Grey draft horse three years old, the plaintiffs are the owners thereof. Said property is wrongfully detained by defendants, said property was not taken on process issued against plaintiffs nor for a tax, fine or assessment, against them, and is not claimed by them mediately or immediately by transfer from one form where such property has been taken, by such execution or the power or by virtue of an order of delivery issued under Chapter 10 title III Reinstated or any other means or final process issued against them.

Wm. G. M^{rs}. Allister.

Sworn to and subscribed before me this 4th day of February 1896:

J. N. Gosnell, Clerk.

The following Summons was filed the 8th day of February A.D. 1896:

Summons.

The State of Ohio, }
 Union County } To the Sheriff of Union County.

You are hereby commanded to notify D. L. Gordon ^{and} L. S. Gordon that they have been sued by Wm. G. M^{rs}. Allister ^{and} Lem. W. M^{rs}. Allister in the Court of Common Pleas of Union County, and must answer by the 9th day of March A.D. 1896 or the petition of the said Plaintiff will be taken as true, and judgment rendered according to.

You will make due return of this summons on the 18th day Feb. A.D. 1896:

Witness my hand ^{and} the seal of said Court, this 4th day of February A.D. 1896:

J. N. Gosnell, Clerk.

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

Sheriff's Fees	\$ 2
Service & Return	60
Milage	1 76
Copy	30
Total	\$ 2 68

Received this writ February 4th A.D. 1896 at 1 O'clock P.M. and served same by delivering a true copy of this writ with the indorsements thereon to the within named D. L. Gordon ^{and} L. S. Gordon personally on the 4th day of February 1896.

Wm. G. Snodgrass, Sheriff.

Order for Delivery of Personal Property.

The following Order for Delivery of Personal Property was filed Feb 8th 1896:

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

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Wm. G. M^{rs}. Allister et al. Plaintiffs
v. s.
D. L. Gordon et al. Defendants.

To the Sheriff of
Anson County, Greeting.

Whereas, W^{ms} G. M^{rs}. Allister and Gen W. M^{rs}. Allister, has commenced, in the Court of Common Pleas for the said County of Anson against D. L. Gordon, and C. G. Gordon, a Civil Action for the Recovery of the following specific Personal Property to wit: One 10 horse power traction steam engine and all its fixtures, one Gray mare six years old, one Gray draft horse three years old. We the undersigned, two disinterested persons of Anson Co., having been duly summoned and sworn by Jesse F. Pearce, deputy Sheriff of said Co. to assess the value of certain goods and chattels signed by said deputy Sheriff. By virtue of an Order of Delivery issued from the Court of Common Pleas of said Co. at the suit of W. G. M^{rs}. Allister and et al Plaintiffs against D. L. Gordon et al Defendants, dated the 4th day of Feb. 1896:

We do upon actual view appraise the same as follows, viz.

- Steam Engine \$160.00
- One Gray mare 6 yrs old. 80.00
- " " Draft Horse. 70.00

Alfred South.
B. Penny packer.

And has filed his Affidavit in the Clerk's Office of said Court, in order to obtain an order for the immediate delivery of the said goods and chattels, this therefore, is to command you, as such Sheriff, to take the said goods and chattels above described and deliver the same to the said William G. M^{rs}. Allister and Gen W. M^{rs}. Allister Plaintiffs in said Action. And of this order and your proceedings thereon make due return on the 18th day of February A.D. 1896.

Witness my hand and the seal of said Court, this 4th day of February A.D. 1896:

J. N. Gosnell, Clerk.

Sheriff's Return.

Sheriff's Fee.	\$	2
Service Return.		60
Milage, Two trips.	3	77
Swearing App.		20
Copy.		25
Carriage property	1	30
Bond		20
Sum App.	1	20
App. Fees.		2.00
Total	\$	9.62

According to the command of the within order, I have taken the within named goods and chattels, and have caused the same to be valued by the Baths of Alfred South and B. Penny packer two responsible men of said County, whose valuation, in writing, is herewith returned; and I have delivered the said goods and chattels to the said Plaintiff. And have taken the undertaking of Martha G. M^{rs}. Allister and Richard T. M^{rs}. Allister sister of said Plaintiff, in the sum of \$610⁰⁰, which undertaking is also herewith returned.

Given under my hand, this 5th day of February A.D. 1896:

Wm. G. Snodgrass Sheriff

The following Entry of Judgment was filed the 18th day of April. A.D. 1896

Entry of Judgment.

W^{ms} G. M^{rs}. Allister, and Gen W. M^{rs}. Allister. Plff's
Against.
D. L. Gordon and C. G. Gordon. Defendants.

In Replevin.

Now comes the Plaintiff's return by their Attorney and the defendants being in default for answer and demurrer the Court find upon the petition and evidence that at the commencement of this Action the plaintiff had the right of possession in the property described in the petition and that the defendant unlawfully with held the same. And the plaintiff waiving all damages for the said detention, it is therefore considered by the Court.

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P. M. and
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C. G. Gordon
Sheriff.

1896:

That the said plaintiff recover of the said defendant their costs herein expended and at \$.

Wm
J. M. Cornell
Clerk.

Pleas 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 April Term on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 14th day of January A.D. 1895 W. H. Harrison filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Lyman P. Waller. To wit.

Entry.

W. H. Harrison. Plaintiff.

v. s.

Lyman P. Waller. Defendant.

Court of Common Pleas.
Union County Ohio.

Entry.

file Petition.

Leave Taken the 14th day of January 1895 to
Jas E. Robinson
Clerk for P. H.

The following Petition was filed the 14th day of January A.D. 1895.

Petition
No 6790.

W. H. Harrison. Plaintiff.

Against.

Lyman P. Waller. Defendant.

Court of Common Pleas
Union County Ohio.

Petition.

First the plaintiff complains of the defendant for that the plaintiff is the owner and entitled to the immediate possession of the following described chattels of the value \$125.00 and interest viz a certain promissory note for \$125.00 executed on 30th day of Oct 1893 by Winger Harrison, W. J. Harrison and J. L. Price to Ross Lefore that said note has been fully paid by the Plaintiff.

Second. The defendant wrongfully detains said note from the possession of the plaintiff and has wrongfully detained the same for one year to plaintiff's damage in the sum of \$50.00. The plaintiff, therefore, prays judgment against the defendant for a return of said note, or the value thereof if not returned and for his damages and costs.

James E. Robinson,
Attorney for Plaintiff.

The State of Ohio, Union County, S. S.

W. H. Harrison being first duly sworn deposes and says that the facts stated and allegations made in the foregoing his petition are true as he truly believes.

Winger Harrison.

Demurrer.

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Entry.

I came to before me and subscribed in my presence this _____ day of January 1896.
J. M. Sandus
Notary Public.

The following Demurrer was filed the 2nd day of March A.D. 1896.

Demurrer.

W. H. Hariman. Plaintiff. } In the Court of Common Pleas of
v.s. } Union County Ohio.
Lyman P. Walker. Defendant. } Demurrer to the Petition.

Now comes the Defendant and demurs to the petition in this case, and for grounds of demur says:

First.

Facts sufficient to constitute a cause of action are not in the petition contained.

Second.

The plaintiff has not legal capacity to sue in this action.

Third.

The Court has no jurisdiction of the subject matter of the action.

Fourth.

There is a defect of parties plaintiff.

The alleged promissory note described in the petition is not property within the meaning of the statute of Ohio relating to replevin of property, and the same is not subject to the laws governing the replevin of property.

By Samuel S. Cameron
Attorneys for Defendant.

Afterward on the 16th day of April A.D. 1896 an Entry was made on the Journal by the Clerk of the Court.

Entry.

Winget Hariman }
v.s. } No 6790
Lyman P. Walker.

This day came the parties and their Attorneys and this cause came on to be heard upon the demur of the defendant to the plaintiff's petition and was argued by Counsel and submitted on consideration whereof the Court being fully advised to the premises sustains said demur, and the plaintiff not desiring to amend his petition, this cause on application of the defendant this cause came on to be further heard upon the evidence as to damages that ought to be assessed, if any in favor of the defendant, neither party demanding or requiring a Jury, and the Court having heard the evidence and being fully advised in the premises finds that at the commencement of this action the right of property and the right of possession of the note mentioned in the petition was to the defendant Lyman P. Walker, and that he, the said one since has had the right to collect the money due on said note, and that the maker of said note, were solvent and said note collectable from them, and the Court find the damages to which the defendant had proved himself entitled, and which he ought to recover is the amount of said note with its interest being the sum of One Hundred and thirty five dollars and sixty cents. It is therefore considered, ordered and adjudged by the Court that the defendant Lyman P. Walker recover of the plaintiff Winget Hariman the said sum of One Hundred and thirty five dollars and sixty cents, being the sum so as aforesaid assessed and found due by the Court, and also that defendant recover of the plaintiff his costs herein expended taxed at 10

Attest J. M. Gosnell Clerk.

Plus continuance and held at the Court House in Marysville within and for the County of Union in the South Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the term of April Term; on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that hereunto to wit on the 7th day of August A.D. 1894 Robinson Gury Co filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Wm Moffitt et al. to wit:

Petition.

The Robinson Gury Co. Incorporated. } Court of Common Pleas
v.s. } Union County Ohio.
Wm Moffitt and J. T. Gairnes. Defts. } Petition.

The said plaintiffs say they are a corporation Company under the laws of Ohio, doing business in Marysville Union County Ohio in the name of The Robinson Gury Co - that about the 20th of June 1894 one John B. Benham made an agreement with the Board of Education of York Township of Union County Ohio to build for said Board a new School House and furnish all the materials in School District No 6 of said township for the sum of seven hundred and twenty four and 25/100 dollars payable as follows to wit \$175 when the house should be raised ready for siding, \$200 when enclosed \$200 when ready for plastering and \$149 25/100 when completed; that afterwards about the 26th day of July 1894 the plaintiffs made an agreement with said Benham whereby plaintiffs agreed to furnish for the building of said house, all the shingles, siding window and door frames, windows and doors and flooring and all wooden finishing materials for the construction of said building to be paid out of the money to be paid by said Board as the same would become due on said contract. That plaintiffs delivered the siding for said building and before the same was placed in said house the defendant J. T. Gairnes, Honorable in said Township by the order of the defendant William Moffitt levied on said siding and took the same out of the possession and control of said Benham and prevented him and still prevent him from using the same upon said house, and since then the shingles have been sent and all of said materials for building said house will by them be delivered at said house in order that said Benham may build said house and pay plaintiffs out of the contract price for said lumber which was by said agreement to be two hundred and thirty dollars and as plaintiffs are informed said defendants threaten to take said lumber as it shall be delivered and deprive said Benham of its possession and prevent him from constructing said house and thereby deprive plaintiffs from having their lien on said house and the contract price with said Board and deprive them from having or receiving their pay for said lumber. plaintiffs did not sell said lumber to said Benham except under said contract with the agreement that it should go into said house and to be paid for out of said money coming from said Board and the attempt of said defendants to appropriate the said property as the absolute property of said Benham is illegal and if allowed would wholly deprive plaintiffs of the said compensation for said lumber - the said Benham hath no means whereby to pay said claim except out of the said contract price with said Board and he will be wholly unable to build said house and receive pay therefor unless he be allowed to use the materials furnished as aforesaid for that purpose. therefore plaintiffs pray for an order of injunction restraining said defendants from removing said lumber furnished and to be furnished as aforesaid or in any way interfering with the same, or preventing said Benham from

Order of Injunction.

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using the same in the construction of said house or doing any thing whereby the plaintiff's claim on said property and the pay for the same may be jeopardized or endangered and for such other relief as may be legal and equitable.

Robinson and Woodburn
Attys for Plaintiff's

The State of Ohio }
Union County } S.S.

J. L. Robinson being duly sworn says he is the secretary and manager of the said plaintiff Company and deposes and says that the allegations of the foregoing petition are true.

J. L. Robinson.

Sworn to before me and signed in my presence this 7th day of August 1894.

J. V. Gosnell, Clerk.

The State of Ohio Union County, S.S.

John C. Bonham, being duly sworn deposes and says he has heard the above and foregoing petition read and knows the allegations thereof are true.

John C. Bonham

Sworn to before me and signed in my presence this 7th day of August 1894.

J. V. Gosnell, Clerk.

The following Order of Injunction was filed the 7th day of August, A. D. 1894

Order of Injunction.

The Robinson and Gurry Co. Plff.

v.s.

Wm. Moffitt and J. D. Shivers, Defs.

Before the Probate Judge.

Motion for Temporary Injunction in the Court of Common Pleas.

Union County Ohio.

And now, on this Seventh day of August 1894 came the plaintiff, by Robinson and Woodburn their 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. The Robinson and Gurry Co. the Motion aforesaid 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 defendants from taking, disposing of, or in any manner interfering with the property and rights in the Petition described, as prayed for in said petition of plaintiff's, it is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunctive allowed on said plaintiff's, giving an undertaking to the said defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of \$200.00

James M. Campbell, Probate Judge.

Certificate of Copy.

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. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at Mansfield, Ohio, this 7th day of August, 1894.

James M. Campbell, Judge and ex-officio Clerk.

The following Undertaking by Plaintiff in Injunction was filed Aug 7th 1894.

Undertaking by Plaintiff in Injunction
 The State of Ohio } Court of Common Pleas.
 Union County. }
 The Robinson and Gury Co. } Plaintiff.
 v.s. }
 Wm Moffitt and G. D. Gaines. } Defendants.

We bind ourselves to the said defendants William Moffitt and G. D. Gaines in the sum of Five Hundred Dollars, that the plaintiff The Robinson and Gury Co shall pay to the 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 7th day of August, 1894.

C. L. Robinson,
 R. M. Gury,
 The Robinson and Gury Co.
 C. L. Robinson sic.

This undertaking approved by me, this 7th day of August 1894.
 J. N. Kosnell,
 Clerk of said Court.

The following Summons was returned and filed the 8th day of August 1894.

Summons.
 The State of Ohio }
 Union County. } To the Sheriff of Union County.

You are hereby commanded to notify Wm Moffitt and G. D. Gaines, that they have been sued by The Robinson and Gury Co. 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 7th day of August A.D. 1894.

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

Sheriff's Fee	\$.	00	Received this writ August 7 th A.D. 1894. at 4 o'clock P.M. and served same by handing a true copy of this writ with the indentments thereon to the within named Wm Moffitt and G. D. Gaines personally on the 7 th day of August 1894.
Service and Return	50		
Milage	32		
Copy	20		
Total	\$	102	

Wm H. Snodgrass Sheriff.

Demurrer.
 No. 6773.

Entry
 No. 6773

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Demurrer.
No. 6773.

The following Demurrer was filed the 1st day of December A.D. 1894.

Robinson & Gray & Co. Plaintiff.	} Court of Common Pleas. Union County Ohio.
v.s.	
Wm Moffitt et al. Defendants.	} Demurrer.

Now comes the defendant Wm Moffitt and demurs to the petition of the plaintiff on the ground that the petition does not state facts sufficient to constitute a cause of action.

D. W. Ayres & M. D. Hoopes
Attys for Defendants.

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Afterward on the 16th day of April A.D. 1896 an entry was made on the Journal by the Clerk of the Court.

Entry
No. 6773

Robinson & Gray & Co.	} No 6773.
v.s.	
Wm Moffitt. Defendant.	}

This day came this cause and the defendant not desiring to file any answer, and the Court being fully advised in the premises do find the allegations of the petition to be true, and that said provisional injunction should be made perpetual.

Therefore it is considered by the Court that said provisional injunction be and the same is made perpetual and the plaintiff's recovery of the defendant their costs in this case taxed to \$ To all of which defendant excepts.

Ayres & Hoopes.
Attys for Defendants.

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August 1894.

Attest
J. N. Gosnell
Clerk.

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Chief.

Place 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 April Term on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that this Court on the 28th day of September A.D. 1893 State of Ohio filed in the Clerk's Office of the said Court of Common Pleas the following Affidavit against Robert Purdum to wit:

Affidavit.

State of Ohio } Court of Common Pleas
v.s. } Union County Ohio.
R. W. Purdum } Affidavit for Continuance

State of Ohio, Union County S. S.

R. W. Purdum makes solemn oath that Andrew Martin is a material witness for him in the above action without whose testimony and for want thereof he can not safely proceed to trial - that said Andrew Martin resided in Plain City Ohio until about nine months ago when he with his family moved from said Plain City Ohio to the vicinity of West Jefferson Ohio and has removed recently from said place or vicinity of West Jefferson Ohio.

As Affiant is informed and charges to be true, and Affiant has inquired of persons most likely to know, as to the place and locality of the said Andrew Martin since this case has been commenced as to where the said Martin had moved to from said place of West Jefferson Ohio, and has been unable to ascertain via the said Martin's place of residence or whereabouts so as to enable Affiant to procure his evidence on Affiant's behalf at the present term of this Court - and Affiant says he does not now know the residence of said Andrew Martin.

This Affiant hopes and expects to procure the testimony of the said Andrew Martin in person or by deposition by the next term of this Court. This Application for continuance is not made for delay merely but for the purpose of Justice.

Sworn to before me and signed in my presence this 27th day of September A. D. 1893. J. F. Millar. Notary Public for Union Co. O.

The following Entry was filed the 26th day of January A. D. 1894.

Entry No 1689.

The State of Ohio Ex Rel of Anna Kraus v.s. Robert Purdum } Court of Common Pleas } Union County Ohio. } Motion for next term order of Continuance.

The plaintiff moves the Court for the following nunc pro tunc order of continuance for the reason the order of the said Court at its last term for the continuance of this case at its last term was omitted to be entered on the Journal of said Court by accident.

Robinson and Woodburn. Attys for Plaintiff.

Agreement.

The State of Ohio
Anna Kraus
Robert Purdum
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The State of Ohio Ex Rel of
Anna Kramer.
v.s.
Robert Purdum.

Court of Common Pleas
Union County Ohio.

It being found to the satisfaction of the Court that the defendant filed his Affidavit for continuance of this cause at the last term of this Court and the Court on hearing of said Motion granted said Motion and ordered said cause to be continued at the defendants costs and rendered judgment for the costs of said term against defendant and then entered said judgment on the Court Docket of said case and the same being by accident and mistake not entered on the Court Journal of said Court therefore it is ordered by the Court the following nunc pro tunc order be now entered on said Journal to have the effect the same as if it had been entered on said Journal at the last term of Court to wit

The State of Ohio Ex Rel
Anna Kramer.
v.s.
Robert Purdum.

Motion for Continuance September Term 1893 on the Application of the defendant and on his Affidavit this cause is continued at the defendants costs whereupon it is ordered and adjudged by the Court that the plaintiff recover of the defendant the costs of this term and this cause is continued.

The following Entry was filed the 20th day of March A.D. 1894.

Entry. The State of Ohio
Ex Rel Anna Kramer.
v.s.
Robert Purdum.

This day this cause came on to be heard and thereupon the parties to wit the said Anna Kramer and Robert Purdum appeared in open Court and in the presence of the Court acknowledged the execution of a written agreement of settlement to which is in the words following agreement) where by the said Defendant secured to be paid to the said Anna Kramer Three Hundred dollars in full settlement. And thereupon this case was continued. Robinson and Woodburn

The following Agreement was filed the 20th day of March A.D. 1894.

Agreement. The State of Ohio. Rel Kramer } Court of Common Pleas.
v.s. } Union County Ohio.
Robert Purdum.

It is agreed in this case that when Louisa Purdum wife of Robert Purdum signs a chattel mortgage on goods therein described already signed by Defendant securing the payment of \$300, as therein stated - and said property is found to be unincumbered - therein the said Anna Kramer agrees to receive in full satisfaction in settlement of this suit. The three notes of Robert Purdum for \$100 each

payable one June 15th 1894 one October 15th 1894 and the other June 1st 1895 all on Interest at 8 per cent with Fred Kite as surety and with the additional surety of the aforesaid chattel mortgage when completed and placed on file - to which arrangement Robert Purdum agreed and binds himself -

Attest A. B. Robinson,

Miss Anna Gramer.
Robert X Purdum
mark.

The following Entry was filed the 6th day of October A. D. 1894.

Entry.

The State of Ohio }
Ex Rel Anna Gramer. } Union County
v.s. } Common Pleas Court.
Robert Purdum. }

This day this cause was continued to the next term of this Court. Robinson and Woodburn.

The following Entry was filed the 31st day of January A. D. 1895.

Entry.

The State of Ohio }
Ex Rel Anna Gramer } Court of Common Pleas of
v.s. } Union County Ohio.
Robert Purdum. } Entry.

This day this cause was continued to the next term of this Court. Robinson and Woodburn. Atty's for Anna Gramer.

The following Entry was filed the 11th day of April A. D. 1895.

Entry.

The State of Ohio ex Rel }
Anna Gramer. }
v.s. }
Robert Purdum. }

And now this cause came on to be heard and the defendant came not and thereupon the Court caused the said Robert Purdum to be called by the Sheriff three times in open Court and the said Robert Purdum did not then answer to his name - nor did he appear in Court but made default herein and thereupon his recognizance was forfeited by the order of the Court, and thereupon the Court ordered the names of Purdum and Fred Kite who were the sureties of the recognizance of said Robert Purdum to be called three times in open Court and commanding the said Purdum and the said Fred Kite to bring the said Robert Purdum into Court as they were required by law to do and the said Purdum and Fred Kite failing to bring said Robert Purdum into Court as they were required by their recognizance to do - the said recognizance was then and there forfeited by order of the Court.

And thereupon this case was submitted to a Jury and the following named persons as Jurors then came to wit, who was duly impaneled and sworn according to Law. and thereupon after hearing the evidence and argument and charge of the Court the Jury

Verdict.

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No. 6589.

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retired to their Room in charge of the Sheriff for deliberation - and the said Jury after full deliberation come into Court with their verdict in writing signed by their foreman and upon their oaths say

It is therefore adjudged by the Court that the Defendant Robert Purdan is the reported father of the said child and the Court finds that before Judgment in this Court the accused Robert Purdan paid to the said Complainant Anna Gramer Three Hundred dollars (\$300) which sum of money was agreed upon by said parties in open Court in full settlement and the said Anna Gramer in open Court accepted the said three hundred dollars in full satisfaction of her Complaint. It is therefore adjudged by the Court that said Robert Purdan stand charged with the maintenance of said child and that he pay the costs of this proceeding taxed at \$ for which execution is awarded.

It is further ordered by the Court that the said Defendant give security to the acceptance of the Court for the performance of this order - and in default of such payment or security that he be committed to the Jail of the County there to remain until he shall comply with the requirements of the Court. Robinson and Woodburn.

The following Entry was filed the 11th day of April A.D. 1895.

Entry No. 6589. The State of Ohio, on Pet of. v.s. Robert Purdan. No 6589.

This day came the parties by their Attorneys, also came the following named persons as Jurors to wit, Wm. Biddick, Geo. M. Wilke, Geo. Hallaway, Martin Erick, Stephen Long, A. P. Barry, Norton Reed, Geo. Trapp, Philip Ruprecht, Charles Foy, J. H. Dotin, and J. W. Smith, 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, arguments and charge of the Court the Jury retired to their room, in charge of the Sheriff, for deliberation. And now comes the Jury into open Court with their verdict in writing, signed by their Foreman and say "Copy Verdict" Verdict - For Defendant.

The State of Ohio, Court of Common Pleas of said County. Union County, April Term 1895.

Verdict. State of Ohio, Plff. v.s. Robert Purdan Def. Criminal Action. Verdict for Defendant.

We, the Jury, being duly impaneled and sworn the defendant, Robert Purdan guilty as he stands charged in the Complaint. Geo M. Wilke, Foreman.

Attent J. N. Gosnell Clerk.

I was 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 April Term: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 14th day of September A.D. 1894 Edwin R. Hotsenpiller filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Thomas J. Kiser, to wit:

Petition
No. 6799.

Edwin R. Hotsenpiller, Plaintiff. } State of Ohio, Union Co. S.S.
vs. }
Thomas J. Kiser Defendant. } In the Court of Common Pleas.
Petition.

Now comes the plaintiff, Edwin R. Hotsenpiller and for cause of Action alleges, that on the 17th day of May A.D. 1893 the defendant, Thomas J. Kiser leased from the plaintiff for a term of five years the following property located in the village of Magnolia Springs, Union County Ohio, to wit building known as the Park Hotel and bath house, restaurant and five cottages, all situated in said village, with all their grounds, machinery and furnishings. Said property was leased at a yearly rental of Eighteen Hundred (1800) Dollars to be paid in advance in sums of One Hundred and fifty Dollars on the 17th day of each and every month. That the defendant took and has ever since retained possession of said premises under said lease, there is now due the plaintiff for unpaid rent of said premises the sum of Two thousand (2000) Dollars for rent from January 17th A.D. 1894 less the sum of Four hundred and fifty four Dollars and fifty cents (\$454.50) which the defendant has paid at different times since said date making the sum now due the plaintiff for said rent yet remaining unpaid (\$1545.50) Seven hundred and forty five Dollars and fifty cents.

Therefore the plaintiff prays that he may have judgment against said defendant for the sum of Seven hundred and fifty four dollars and fifty cents (\$754.50) and his costs.
Cameron & Cameron
Atty for Plaintiff.

Edwin R. Hotsenpiller being first duly sworn says that the facts stated in the foregoing petition are true as he verily believes.
Signed
Edwin R. Hotsenpiller.

Sworn to before me and signed in my presence the 14th day of September A.D. 1894.
J. N. Conell Clerk.

The following Summons was filed the 17th day of September A.D. 1894.

Summons

The State of Ohio }
Union County } To the Sheriff of Union County.

You are hereby commanded to notify Thomas Kiser that he has been sued by Edwin R. Hotsenpiller in the Court of Common Pleas of Union County, and must answer by the 13th day of October A.D. 1894, or the petition of the said plaintiff will be taken as true, and

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Judgment rendered accordingly. You will make due return of this
 summons on the 24th day of September A. D. 1894.
 Witness my hand ^{and} the seal of said Court, this 14th day of September A. D. 1894
 J. A. Coonell, Clerk.

State of Ohio }
 Union County } Sheriff's Return.

Sheriff's Fee	\$	9.
Service Return		50
Milage	1	92
Copy		15
Total	\$	2.57

Received this writ Sept 14th A. D. 1894 at 1 O'clock P. M. and
 served same by leaving a true copy of this writ with the
 indorsements thereon at the usual place of residence of Thomas
 J. Bioner on the 14th day of Sept 1894
 Wm. A. Snodgrass, Sheriff.

The following Answer was filed the 11th day of October A. D. 1894.

The State of Ohio Union County S. C.

Edward R. Hotenpiller Plaintiff. } In Common Pleas Court.
 Against. }
 Thomas J. Bioner, Defendant. } Answer.

First Cause of defense.

Now comes the defendant ^{and} for answer admits the execution of the
 contract in the petition alleged but says that he has paid the plaintiff on
 said contract the sum of (\$1746.40) one thousand seven hundred ^{and} forty
 six dollars ^{and} forty cents which leaves the plaintiff indebted to this defendant
 in the sum of (\$546.40) five hundred ^{and} forty six dollars ^{and} forty cents for
 which he asks judgment with his costs.

Second Cause of defense.

Defendant admits the making of a contract at the time alleged by
 plaintiff in plaintiff's petition for the premises ^{and} things in the petition
 alleged, but says that said contract was obtained by misrepresentations ^{and}
 fraud on the part of the plaintiff to defendant's hurt ^{and} damage in the sum of
 (\$2000.00) two thousand dollars in this to wit:

Plaintiff represented to defendant that the plumbing at the Park Hotel water
 closets water pipes ^{and} also the water and steam pipes at the bath house ^{and}
 the sewage the boilers, engines ^{and} pumps that was then therein ^{and} necessary
 on said premises, were in good condition that the two artificial lakes which
 were then full of water were always kept full of water by the pumps operated
 by the engine ^{and} pump on said premises that all of said fixtures in ^{and}
 about the bath house were in good condition for winter business that the said
 Park Hotel ^{and} bath house had been doing a large ^{and} prosperous business
 receiving ^{and} keeping boarders ^{and} patients, when in truth it was not in
 good repair as represented nor did it have a large prosperous business but
 in truth ^{and} in fact had comparatively little business having been allowed the
 premises to be so out of repair that the public would not patronize it.
 All of which representations made by plaintiff to defendant of and concerning
 said things were false ^{and} fraudulent the defendant then ^{and} thus being a
 stranger relied on the representations of plaintiff ^{and} the plaintiff

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carefully concealed the facts from defendant as to such things defendant having no means of knowing or finding out the facts as to said things except the word of plaintiff the said plumbing water closets, water and steam pipes boilers engines pumps and sewage was not in good condition and could not be used for the purpose for which they were intended the two artificial Lakes could not be filled and kept full of water by the pumps operated by said engine operated on said premises that said machinery and things could not be used and operated in winter that in consequence thereof defendant could not operate said Park Hotel and Bath House in winter successfully and much of the time in summer could not be used without constant watching and repairing and at all times caused defendant much trouble and expense and in consequence of which defendant was compelled to and finally did abandon the said lease to his damage in the sum of Two thousand dollars (\$2000.00) for which he asks judgment with his costs wherefore the defendant prays that on the final hearing of this action that he may have judgment for the sum of Two thousand five hundred and forty six dollars and forty cents (\$2546.40) together with his costs herein to be paid.

Vance and Brodnix.
Attys for Deft.

The State of Ohio Paulding County, S.S.

Thomas J. Kissner being first duly sworn says that he is the defendant named in the foregoing action that the facts and allegations in his foregoing answer are as he verily believes true.

Thomas J. Kissner.

Sworn to before me and in my presence this 10th day of October 1894

J. B. Brodnix
Notary Public

The following Motion was filed the 9th day of November A.D. 1894.

Motion No 6799. Edwin R. Hotenpiller, Plaintiff } Court of Common Pleas,
v.s. Union County Ohio.
Thomas J. Kissner, Defendant. } Motion.

Now comes the defendant, and moves the Court here to require the plaintiff to give security for costs in this cause for the reason that said plaintiff is a non-resident of Union County Ohio.

Vance, Brodnix, and F. A. Thompson.
Attys for Defendant.

The following Entry was filed the 3rd day of December A.D. 1894.

Entry No 6799. Edwin R. Hotenpiller, } No 6799.
v.s. Thomas J. Kissner. }

On motion leave is given to the plaintiff to file reply instantly and same is filed.

Reply.

Edwin R. Hotenpiller
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Affidavit.

Reply.

The following Reply was filed the 3rd day of December A.D. 1894.
 Edward R. Hotenpiller, Plaintiff. } In the Court of Common Pleas of
 v.s. } Union County Ohio.
 Thomas J. Kissner, Defendant. } Reply.

For reply to the answer of the defendant, the plaintiff says:
 First, That he denies each and every allegation in said answer
 contained and not in the petition admitted.

Second:

Before entering into said contract of lease, the defendant carefully inspected
 said premises and after said inspection he entered into said written lease and
 the following provisions were made a part of said contract and became a part
 of said writing to wit: "The party of the second part hath agreed to take, and
 hereby doth take, the Park Hotel, Bath House, Restaurant and five cottages
 situate in the Village of Magnetic Springs Union Co. O. with all their grounds,
 their machinery and furnishings as they now stand at this date" "It is further
 agreed that the said party of the first part shall be at no expense what ever
 during the term of this lease for repairs, furnishings, fittings, changes or
 additions" in said lease the plaintiff was designated as the party of the
 first part and the defendant was the party of the second part.

Wherefore the plaintiff prays, as he has already prayed in his petition.

J. L. Cameron
 Atty for Plaintiff.

The State of Ohio Union County S.S.

J. L. Cameron being first duly sworn says he
 is one of the Attorneys for the Plaintiff, the Plaintiff is not a resident of said
 County, and he affiant believes the allegations of the foregoing reply to be true.

J. L. Cameron.

Sworn to before me and signed in my presence this 4th day of Dec. 1894.

J. A. Gosnell, Clerk.

The following Motion was filed the 13th day of January. A. D. 1895-

Motion
 No 6799.

Edwin R. Hotenpiller, Plff. } Court of Common Pleas
 v.s. } Union County Ohio.
 Thomas J. Kissner, Dft. } Motion.

Now comes the defendant, and moves the Court to grant a continuance in the
 trial of this case till the next term of Court for the following reasons to wit:
 1st That the defendant in this case is suffering with an attack of
 nervous prostration, which enabled him to leave home, or attend to
 any business whatever.

Thompson and Brodnix, Atty for defendant.

The following Affidavit was filed the 18th day of January. A. D. 1895-

Affidavit.

Hotenpiller } Court of Common Pleas
 v.s. } Union County Ohio.
 Kissner } Affidavit.

The State of Ohio Stark County, S.S.

Before me the undersigned authority personally come Dr Thomas J. Kiser to me well known, who being duly sworn on his oath says: I am now a resident of the City of Canton Stark County State of Ohio. and am now suffering with an attack of Extreme Nervous prostration, which so affects me that I am unable to leave home, to attend Court or to attend to any business, and judging from my present condition I will not be able so to do for some weeks to come. I have consulted with Dr. C. E. House of Canton who is a practicing Physician, and his advice to me is to remain at home until I am again restored to health.

Thos. J. Kiser.

Sworn to before me by Dr Thomas J. Kiser, and subscribed in my presence this 17th day of January 1895.

John E. Mong, Notary Public
in and for Stark County Ohio.

The following Affidavit was filed the 18th day of January A. D. 1895.

Hotsenpiller, } Court of Common Pleas
v.s. } Union County Ohio.
Kiser, } Affidavit.

The State of Ohio, Stark County, S.S.

Before me the undersigned authority personally came Dr C. E. House, a practicing physician, to me well known, who being duly sworn on his oath says: I am a Physician, and engaged in the practice of medicine in the City of Canton Stark County Ohio, and have been so engaged in said City for the past eight years, I am well acquainted with Dr Thomas J. Kiser, defendant in the above action, and have practiced for him in his present ailment, I have carefully examined him and find him now suffering from Extreme Nervous Prostration which unfit him for business of any kind, and it is unsafe for him to leave his home at this time, and will not be in such condition as that he could safely leave home for some weeks to come to attend Court or to transact any other business. Dr Thos J. Kiser is now a resident of the City of Canton Stark County Ohio.

C. E. House, M. D.

Sworn to before me and subscribed in my presence by said Dr C. E. House, this 17th day of January 1895.

John E. Mong Notary Public in and for
Stark County Ohio.

The following Notice was filed the 18th day of January A. D. 1895.

Edwin R. Hotsenpiller, Plaintiff. }
v.s. }
Thomas J. Kiser Defendant. }

To Thomas J. Kiser: Notice to furnish copies of certain letters. You are hereby notified to furnish Messrs Cameron & Cameron Attorneys for the Plaintiff, with copies of all the letters written by Edwin R.

Affidavit.

Entry
No. 6799.

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No. 6799.

Hotsenpiller
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Hotsenpiller, the Plaintiff in this cause vs Thomas J. Kisser, the defendant: during the months of March, April and May of the year 1893 U. S.

November 23rd 1894.

Cameron & Cameron
Attorneys for Plaintiff.

Service waived, V. Brodnix, F. A. Thompson
Attys for Defendant.

The following Entry was filed the 5th day of February A. D. 1895.

Entry
No 6799.

Edwin R. Hotsenpiller P. lff. } Court of Common Pleas
 v. s. } Union County Ohio.
Thomas J. Kisser Def.

On motion and good cause shown, by the defendant, the cause was continued until next term of Court and leave given to defendant to file an amended answer, and 30 days given.

The following Entry was filed the 12th day of April A. D. 1895.

Entry
No 6799.

Edwin R. Hotsenpiller. } Court of Common Pleas
 v. s. } Union County Ohio.
T. J. Kisser.

This day came the parties by their Attorneys, & also came the following named persons as Jurors to wit:
(1) Philip Rupenight, (2) A. P. Harvey, (3) William Biddle, (4) Geo. W. Wilber, (5) Geo. Galloway, (6) Martin Eirich, (7) J. W. Dobin, (8) Samuel Gilchrist, (9) Elroy Moore, (10) Stephen Long, (11) Norton Reed, (12) Geo Trapp, and the trial proceeded, the jury having heard the evidence in part, and the hour of adjournment having arrived this cause was continued until tomorrow morning.

The following Entry was filed the 17th day of April A. D. 1895.

Entry
No 6799.

Edwin R. Hotsenpiller } Court of Common Pleas
 v. s. } Union County Ohio.
Thomas J. Kisser.

This day again came the parties by their Attorneys and also came the jury heretofore impaneled and sworn herein and the said jury having heard the remaining evidence adduced and the arguments of the Counsel in part and the hour of adjournment having arrived this case was continued until tomorrow morning.

The following Entry was filed the 18th day of April A. D. 1895.

Entry
No 6799.

Edwin R. Hotsenpiller, Plaintiff. } No 6799.
 v. s. }
Thomas J. Kisser. Defendant.

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, to which defendant excepted.

It is therefore considered by the Court that the said plaintiff recover from the said defendant Thomas J. Kissner the said sum of Six Hundred and fifty three dollars and eighty five cents, as heretofore, by the verdict of the Jury found due him with interest from the first day of this term of Court together with his costs herein expended.

The following Entry was filed the 18th day of April A.D. 1895:

Entry No 6799. Edwin R. Hotenpiller } Court of Common Pleas v.s. Union County Ohio. Thomas J. Kissner.

This day again came the parties by their Attorneys, and also came the Jury heretofore impaneled and sworn herein and the said Jury having heard the remaining arguments of Counsel and the charge of the Court retired to their room in charge of the Sheriff for deliberation. And now comes the Jury into open Court with their verdict in writing signed by their foreman and say.

Copy Verdict.

The State of Ohio } Court of Common Pleas Union County. April Term 1895.

Verdict No 6799. Edwin R. Hotenpiller, Plff. } Civil Action. v.s. Thomas J. Kissner, Def. } Verdict for Plaintiff.

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 Six Hundred and fifty three and 85/100 Dollars (\$653.85)

Geo. M. Wilber Foreman.

Dated April 18th 1895.

The following Motion was filed the 18th day of April A.D. 1895.

Motion No 6799. Edwin R. Hotenpiller } Common Pleas Court v.s. Union County Ohio. Thomas J. Kissner. } Motion.

Now comes the defendant and moves the Court to set aside the verdict of the Jury and grant a new trial for the following reasons to wit:

- 1st Because the Court erred in refusing testimony to go to the Jury offered by the plaintiff.
2nd Because the Court erred in allowing testimony to the Jury offered by the plaintiff and objected to by the defendant.
3rd Because the Court erred in his charge to the Jury in not charging as requested by the defendant.
4th Because the Court erred in his charge to the Jury for that the said charge was contrary to the law.

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Petition No. 6886.

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5th. Because the verdict of the jury is against the weight of the evidence and is not warranted by sufficient evidence to give a verdict in favor of the plaintiff.
6th. Because the verdict should have been for the defendant in place of for the plaintiff.
7th. For other errors apparent on the record in this cause.

H. A. Thompson, J. B. Brodny,
Vance Brodny Atty for Deft.

Attst
J. N. Gosnell
Clerk.

96:

Attorneys,
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Pleas 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 L. Rice, Judge of said Court of the term of April Term: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore suit on the 2nd day of March A.D. 1895 Calvin C. Sewell Administrator &c. filed in the Clerk's Office of the said Court of Common Pleas the following Affidavit against Susannah Sewell et al. to-wit:

Calvin C. Sewell Guardian of Margaret L. Hicks,
Jennie Sewell, Lewis C. Sewell, Fannie C. Sewell
And Nora J. Sewell, minors: Plaintiff.

Union County
Common Pleas.

Susannah Sewell, widow; Frank A. Sewell, James R. Sewell, Alena B. Kannaugh; George W. Kannaugh, her husband, Margaret L. Hicks: aged 17 years, Lewis C. Sewell, aged 15 years; Fannie C. Sewell, aged 13 years and Nora J. Sewell, aged 9 years. Defendants.

Petition
By
Partition.

Petition
No. 6886.

The plaintiff says:

That she is the guardian of Margaret L. Hicks aged 17 years; Jennie Sewell aged 17 years; Lewis C. Sewell, aged 15 years, Fannie C. Sewell, aged 13 years; and Nora J. Sewell, aged 9 years; duly appointed and qualified as such by the Probate Court of Union County Ohio.

Plaintiff further says: that on or about the 21st day of January 1892, one George W. Sewell late of Union County Ohio died intestate seized of an estate in fee simple in the following described real estate to-wit:
1st Tract.

Situate in the County of Union and State of Ohio in the Virginia Military District part of survey No 10971 and bounded and described as follows: Beginning at a stake in the center of the Lingell road where the East line of survey No 10971 intersects said road; thence with the East line of said survey North 10 deg. W. 177 50-100 poles to a stake at the South East corner of a

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One hundred and eighty acre lot: thence South 80° West 207-100 poles to a stake at the South west corner of a One hundred and eighty acre lot: thence South 10 deg E. 174-10 poles to a stake in the center of the Singull road: thence with the center of said road S. 81 3/4 deg. E. 207-10 poles to the place of beginning.

Containing Two hundred and twenty and thirty two one hundredths (220 32/100) acres: and being tract No. 2. of plat number three (3) of the partition of the John Evans' lands in the case of Job E. Stinson and others against Edward C Stinson and others Union County Ohio Court of Common Pleas (see law record Vol No 15. page 130) as described in deed from Perry C. Nichols and others to George W. Sewell. Vol. 45. P. 399.

2nd Tract.

Also another tract of land situate in the County of Union in the State of Ohio and in the Township of Washington and bounded and described as follows, viz: commencing at a stake in the South line of survey 10971. S. 18 1/4 deg. N. from the Southeast corner thereof being the Southwest corner of a lot of 30 acres conveyed by John Jennings to George Sewell April 14th 1882. thence with the west line of said 30 acre lot N. 9 3/4 deg. W. 38 8/100 poles to the center of a road and the Northwest corner to said 30 acre lot and in the line of another tract of Sewell's land: thence with said line S. 81 1/2 deg. W. 75 8/100 poles to a stone in the East line of the Stinson land: thence S. 9 3/4 deg E. 39 2/100 poles to a stone and brick in the line of survey No 10971: thence with said survey line N. 81 1/4 deg. E. 75 3/100 poles to the place of beginning. Containing 18 1/2 acres of land all in survey No 10971 a plat of said lands is recorded in the records of the surveys of Union County Ohio. page 14 Vol. No. 3. as described in deed from John Jennings and wife to George W. Sewell. Vol. 56. p 425 Union County Records of Deeds.

3rd Tract.

Also another tract of land situate in the County of Union and in the State of Ohio and in the Township of Washington and bounded and described as follows, viz: Being part of survey No 10971 bounded and described as follows to wit: beginning at a stake in the North west corner of George Sewell's farm (witness a large stone brass West 28 feet) thence North 80 1/4 deg. East 137 3/100 poles to a stone with brick base underneath: thence North 9 3/4 deg W. 23 8/100 poles to a stone with brick base underneath: thence S. 80 1/4 deg W. 107 8/100 poles to a stake (witness Sugar, Buck, and Dog wood) thence South 9 3/4 deg. 23 8/100 poles to the place of beginning.

Containing 20 1/2 acres. The same being off of the West end of a 30 acre lot of land deeded to Guldah Brewster by Benjamin D. Evans and others in 1877. as described in deed from Guldah Brewster and Rufus Brewster her husband to George Sewell Vol. 62 p 99 Union County Records of Deeds.

4th Tract.

Also another tract of land situated in the County of Union in the State of Ohio and in the Township of Washington in survey No 10971 and bounded and described as follows:

Beginning at a stone and brick S.E. corner of lands deeded to George W. Sewell by Guldah Brewster, thence N. 80 1/4 E. 36 5/100 poles to a stake thence N. 9 3/4 W. 23 8/100 poles to a stake: thence S. 80 1/4 deg W. 36 5/100 poles to a stake N.E. corner of said Sewell's land: thence S. 9 3/4 E. 23 8/100 poles to the place of beginning, containing 5 1/2 acres.

5th Tract
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5th Tract.

Also another tract of land situated in the County of Union in the State of Ohio and in the Township of Washington in Survey No 10971 and bounded and described as follows, viz: commencing at a stone and piece of brick in place of a Lyons (now decayed and gone) most southerly corner to said Survey No 10971: thence with the line of said Survey N. 9. $\frac{3}{4}$ deg. W. 38 $\frac{2}{100}$ poles to a stone and bricks in the center of a road: thence with the center of said road and the South line of Geo. Snell's land S. 81 $\frac{1}{4}$ deg. W. 124 $\frac{6}{100}$ poles to a stake: thence S. 9 $\frac{3}{4}$ E. 38 $\frac{8}{100}$ poles to a stake in the South line of said Survey No 10971: thence with said Survey line N. 81 $\frac{1}{4}$ deg. E. 124 $\frac{6}{100}$ poles to the place of beginning containing thirty acres as described in deed from John Jennings and wife to George W. Sewell and Susannah Sewell Vol. 55. P. 131 Union County Records of Deeds. The said George W. Sewell left as his widow Susannah Sewell who is entitled to dower in said premises except the undivided one half of thirty acres herein before described as conveyed to George W. Sewell and Susannah Sewell by John Jennings she resides in said County of Union.

The said premises descended to the following persons only heirs and legal representatives of the said George W. Sewell subject to said dower.

- 1st. Your petitioner who is the son of said George W. Sewell, deceased.
- 2nd. Frank A. Sewell, who is a son of said George W. Sewell, deceased.
- 3rd. James R. Sewell who is a son of said George W. Sewell, deceased.
- 4th. Alena B. Kavanaugh who is a daughter of said George W. Sewell, deceased and intermarried with one George W. Kavanaugh.
- 5th. Margaret L. Hicks a daughter of said George W. Sewell, deceased, intermarried with one Tracy Hicks.
- 6th. Jennie Sewell who is a daughter of said George W. Sewell, deceased.
- 7th. Lemie G. Sewell who is a son of said George W. Sewell, deceased.
- 8th. Fannie B. Sewell who is a daughter of George W. Sewell, deceased.
- 9th. Nora J. Sewell who is a daughter of said George W. Sewell, deceased.

That said parties are all residents of said Union County in the State of Ohio. Said plaintiff says that he sold and conveyed his share in said premises to Susannah Sewell widow of said decedent Frank A. Sewell and James R. Sewell.

Plaintiff further says that the parties above named have the following undivided estate in said premises subject to the dower of said Susannah Sewell wife of said George W. Sewell, deceased.

- 1st. Susannah Sewell the undivided one half of thirty acres in said petition described as the fifth tract of said lands and also the undivided one half of the share of Galvin G. Sewell sold to said Susannah Sewell, Frank A. Sewell and James R. Sewell and being the undivided one eighteenth ($\frac{1}{18}$) in fee.
- 2nd. Frank A. Sewell one undivided one-ninth ($\frac{1}{9}$) and one fourth share of Galvin G. Sewell sold to said Frank A. Sewell, Susannah Sewell and James R. Sewell and making the undivided five thirty sixths ($\frac{5}{36}$) of said premises in fee.
- 3rd. James R. Sewell one undivided one ninth of said premises and also one undivided one fourth of the share purchased from Galvin G. Sewell by said James R. Sewell, Susannah Sewell and Frank A. Sewell and making his share the undivided five thirty sixths ($\frac{5}{36}$) in fee.
- 4th. The said Alena B. Kavanaugh the undivided one ninth ($\frac{1}{9}$) in fee.
- 5th. The said Margaret L. Hicks the undivided one ninth ($\frac{1}{9}$) in fee.
- 6th. The said Jennie Sewell the undivided one ninth ($\frac{1}{9}$) in fee.
- 7th. The said Lemie G. Sewell the undivided one ninth ($\frac{1}{9}$) in fee.

8th The said Fannie B Sewell the undivided one ninth (1-9) in fee.

9th The said Nora J Sewell the undivided one ninth (1-9) in fee.

The plaintiff therefore prays that the said Susannah Sewell, Frank A. Sewell, James R. Sewell, Alena B. Kavanaugh, George W. Kavanaugh, her husband, Margaret L. Hicks, Tracy Hicks, her husband, Jennie Sewell, Lewis S. Sewell, Fannie B. Sewell, and Nora J. Sewell be made parties defendant to this petition and your petitioner as guardian of said Margaret L. Hicks, Jennie Sewell, Lewis S. Sewell, Fannie B. Sewell, and Nora J. Sewell desiring to hold the interest of his said wards in severalty prays that partition may be made and that the dower of said Susannah Sewell may be assigned, or if partition cannot without manifest injury be made, then that the premises may be sold or other order taken pursuant to statute.

Galvin B Sewell Guardian.
By L. Piper his Attorney.

State of Ohio.

Union County.

Galvin B Sewell being first duly sworn according to law says that the facts stated and allegations made in his foregoing petition are as he truly believes true.

Galvin B. Sewell.

Sworn to before me and subscribed by said Galvin B. Sewell in my presence this 1st day of March A.D. 1896.

J. K. Keownell Clerk.

Receipt.

Galvin B. Sewell Guardian of Margaret L. Hicks et al Plaintiff.

Union County Common Pleas.

v.s.

Susannah Sewell widow et al. Defs. In Partition.
To Clerk:

Issue summons upon the petition in the above case for Susannah Sewell Frank A. Sewell, James R. Sewell, Alena B. Kavanaugh, Margaret L. Hicks, a minor aged 17 years; Tracy Hicks; Jennie Sewell aged 13 years; Lewis S. Sewell, aged 15 years; Fannie B. Sewell, aged 13 years; Nora J. Sewell aged 9 years; returnable according to law, to the Sheriff of Union County Ohio.

Endorse Petition for Partition.

L. Piper.

Attorney for Plaintiff.

The following summons was filed the 9th day of March, A.D. 1896.

Summons.

The State of Ohio.

Union County.

To the Sheriff of Union County.

You are hereby commanded to notify Susannah Sewell Frank A. Sewell, James R. Sewell Alena B. Kavanaugh, George W. Kavanaugh, Margaret L. Hicks, a minor aged 17 years Tracy Hicks; Jennie Sewell, aged 13 years, Lewis S. Sewell aged 15 years Fannie B. Sewell, aged 13 years; Nora J. Sewell aged 9 years that they have been sued by Galvin B. Sewell, Guardian of Margaret L. Hicks et al in the Court of Common Pleas of

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Union County, and must answer by the 30th day of March A.D. 1895 or the 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 March A.D. 1895. Witness my hand and the seal of said Court, this 2nd day of March A.D. 1895.

J. A. Howell Clerk.

The State of Ohio.

Sheriff's Return.

Union County.

Sheriff's Fee	\$	0.
Service Return	2	30
Milage	8	84
Copy	1	96
Total	\$	8 09

Received this writ March 2nd A.D. 1895 at 2 o'clock P.M. and served same by delivering a certified copy of this writ with the inclosures thereon to each one of the within named defendants personally and to Fannie B Sewell & Nora J Sewell by delivering a copy to each one also a copy for each one to Gabriel B Sewell who is their Guardian they having no father.

Wm G Snodgrass Sheriff.

The following Writ of Partition and Dower was filed the 22nd day of April A.D. 1895:

The State of Ohio.

To the Sheriff of said County-- Greeting:

Union County, S.S.

We command you, that without delay, by the oaths of J. B. & J. T. Amatei, Samuel S. Sherwood and L. B. Harny you cause to be set off and assigned to Susannah Sewell widow of George W. Sewell late of said County, deceased one full equal third part of the Real Estate hereinafter described, except the undivided one half of the 30 Acres in said petition described and also the one undivided eighth of the remainder in fee and that in like manner, by the like oaths of the same men, you cause partition to be made of the following Real Estate.

1st Tract.

Situate in the County of Union and State of Ohio in the Virginia Military District part of Survey No. 10971 and bounded and described as follows: Beginning at a stake in the center of the Lingull road where the East line of Survey No 10971 intersects said road; thence with the East line of said Survey North 10 deg 16' 17 7/100 poles to a stake at the South East corner of a One hundred and eighty acre lot; thence South 80° West 200 7/100 poles to a stake at the South west corner of a One hundred and eighty acre lot; thence South 10 deg East 174 7/100 poles to a stake in the center of the Lingull road; thence with the center of said road S. 81 3/4 deg. E. 200 7/100 poles to the place of beginning containing Two hundred and twenty and thirty two one hundredths (220 32-100) Acres; and being Tract No 2 of plat number three (3) of the partition of the John Evans lands in the case of Job C. Stenerson and others against Edward C Stenerson and others Union County Ohio Court of Common Pleas see law record vol No 16 Page 130 as described in deed from Perry B Nichols & others to George W. Sewell W. 45 P 359.

2nd Tract.

Also another tract of land Situate in the County of Union in the State of Ohio and in the Township of Washington and bounded and described as follows, viz: commencing at a Stake in the South line of Survey 10971. S 18. 14 deg 1/2 from the Southeast corner thence being the Southwest corner of a lot of 30 acres conveyed by John Jennings to George Sewell April 14th 1882; thence with the west line of said 30 acre lot N. 9. 3-4 deg. W. 78. 80-100 poles to the center of a road and the North West corner to said 30 acre lot and in the line of another tract of Sewell's land; thence with

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Said line S. 81.1-2 deg. N. 75-80-100 poles to a stake in the East line of the
 Stinson land: thence S. 9.3-4 deg. E. 39.20-100 poles to a Stone and bricks in the line of
 Survey No 10971: thence with said survey line N. 81.1-4 deg. E. 75-32-100 poles to the
 place of beginning. Containing 18-1-2 Acres of land. All in Survey No 10971 a plat of
 said lands is recorded in the records of the Survey of Union County Ohio Page 114
 Vol No 3. As described in deed from John Jennings and wife to George W. Small
 Vol 66 P. 425 Union County Records of Deeds.

3rd Tract.

Also another tract of land situate in the County of Union and in the
 State of Ohio and in the Township of Washington and bounded and described as
 follows. viz: Being part of Survey No 10971 bounded and described as follows to wit.
 Beginning at a stake in the North west corner of George Sewell's farm
 (witness a large stone bears West 28 feet) thence North 80-1-4 deg East 137-35-100 poles
 to a stone with brick bats underneath: thence North 9-3-4 deg. W. 23. 82-100 poles to a
 Stone with brick bats underneath: thence S 80-1-4 deg N 107 35-100 poles to a Stake
 (witness Sugar Bush, and Dogwood) thence South 9. 3-4 deg 23. 82-100 poles to the
 place of beginning. Containing 20-1-2 Acres. The same being off of the West end
 of a 20 acre lot of land deeded to Hulda Crivston by Benjamin D Grand and
 others in 1877. As described in deed from Hulda Crivston and Rufus Crivston
 her husband to George Small Vol. 62. P. 99 Union County Records of Deeds.

4th Tract.

Also another tract of land situated in the County of Union in the State of
 Ohio and in the Township of Washington in Survey No 10971 and bounded and
 described as follows: Beginning at a stone and brick S. E. corner of lands deeded to
 George W. Small by Hulda Crivston. thence N. 80.1-4 E 36. 50-100 poles to a stake;
 thence N. 93-4 W. 23. 82-100 poles to a stake thence S. 80-1-4 deg N. 36. 50-100 poles to a
 Stake N. E. corner of said Sewell's land: thence S. 93-4 E 23. 82-100 poles to the
 place of beginning Containing 5-1-2 Acres.

5th Tract

Also another tract of land situated in the County of Union in the
 State of Ohio and in the Township of Washington in Survey No 10971 and bounded
 and described as follows. viz: Commencing at a stone and pieces of brick in
 place of a Lynn (now decayed and gone) west southerly corner to said Survey
 No 10971: thence with the line of said Survey N. 9. 3-4 deg. W. 38. 20-100 poles to a
 stone and bricks in the center of a road: thence with the center of said road and
 the South line of Geo Small's land S. 81-1-4 deg. W. 124. 68-100 poles to a stake: thence
 S. 9. 3-4 E 38. 80-100 poles to a stake in the South line of said Survey No 10971:
 thence with said Survey line N. 81.1-4. deg E 124. 66-100 poles to the place of
 beginning Containing Thirty Acres as described in deed from John Jennings
 and wife to George W. Small and Susannah Small Vol 55 P. 181 Union County
 Records of Deeds.

Subject to said four w^{ts}. Among the persons named herein. and in the following proportions to wit

- To Susannah Small $\frac{2}{3}$ of 30 Acres in fee part
- To said Susannah Small $\frac{1}{3}$ of remaining lands in fee part.
- To " Susannah Small $\frac{1}{8}$ of remainder part.
- To James R Small $\frac{3}{36}$ part.
- To F. A. Small $\frac{5}{36}$ part.
- To Alena B Kavanaugh $\frac{1}{9}$ part.
- To Margaret L. Hicks $\frac{1}{9}$ part.

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To ~~James~~ Sewell 1/4 part.
 To Lewis E. Sewell 1/4 part.
 To Fannie C. Sewell 1/4 part.
 To Nora J. Sewell 1/4 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 Susannah Sewell in pursuance of an order lately made in the Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition and Dower, wherein the said Gabriel C. Sewell Guardian plaintiff and Susanna Sewell et al are defendants: and that your proceedings in the premises you distinctly certify, under your hand, to the said Court forthwith.

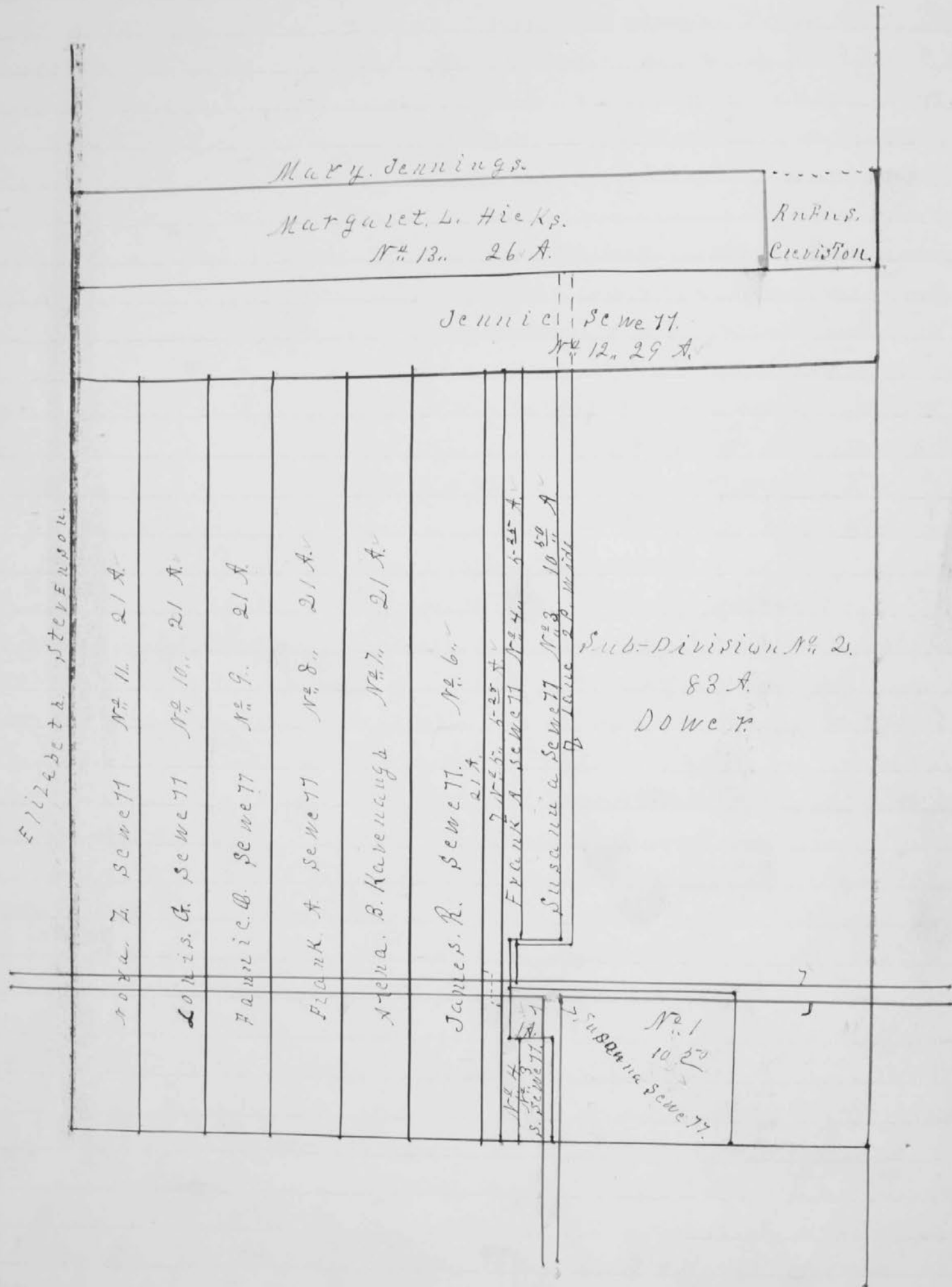
Witness my name and the seal of the Court of Common Pleas, at the Court House in Mansville this 9th day of April A.D. 1845. J. N. Conwell Clerk.

Sheriff's Return.

Sheriff's Fees	\$ 9.
Service	25
Milage	3 20
Executing Writ	1 00
Swearing Com	25
Report Com	25
Return	25
Total	\$ 5 20

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the Order of Samuel Sherwood, H. B. Stamets L. B. Henry causing Dower to be assigned to widow of Frank A. Sewell 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 22nd day of April Wm. G. Snodgrass Sheriff.

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Sub-Division No. 1.

Situate in the State of Ohio, County of Union, T. P. of Washington, and part of Survey No. 10971 and bounded and described as follows: Beginning at a stone and tile at the point of intersection of the south line of said survey and the Middlesex Road: thence with the center of said road N. 7 deg. W. 26. 30 poles to a stone: thence with a sub-division of the George Sewell deceased, lands S. 83 deg 15 min W. 12. 65 poles to a stone and tile and N. 7 deg. W. 12. 65 poles to a stone and tile in the center of the Bird. Public Road: thence with the center of said public road N. 83 deg. 40 min E. 56. 25 poles to a stone and tile: thence with a sub-division line of said lands S. 7 deg. E. 35. 60 poles to a stone and tile in the south line of said survey: thence with said survey line S. 83 deg 15 min. W. 43. 60 poles to the place of beginning, containing 11.80 acres more or less and shown as Lot No. 1. on the plat showing the sub-divisions of the George Sewell's Estate assigned to Susanna Sewell.

Situate in the State of Ohio, County of Union, T. P. of Washington, and part of Survey No. 10971 and bounded and described as follows: Beginning at a stone and tile at the point of intersection of the south line of said survey and the Middlesex Road: thence with the center of said road N. 7 deg. W. 26. 30 poles to a stone: thence with a sub-division of the George Sewell deceased, lands S. 83 deg 15 min W. 12. 65 poles to a stone and tile and N. 7 deg. W. 12. 65 poles to a stone and tile in the center of the Bird. Public Road: thence with the center of said public road N. 83 deg. 40 min E. 56. 25 poles to a stone and tile: thence with a sub-division line of said lands S. 7 deg. E. 35. 60 poles to a stone and tile in the south line of said survey: thence with said survey line S. 83 deg 15 min. W. 43. 60 poles to the place of beginning, containing 11.80 acres more or less and shown as Lot No. 1. on the plat showing the sub-divisions of the George Sewell's Estate assigned to Susanna Sewell.

Situate in the State of Ohio, County of Union, T. P. of Washington, and part of Survey No. 10971 and bounded and described as follows: Beginning at a stone and tile at the point of intersection of the south line of said survey and the Middlesex Road: thence with the center of said road N. 7 deg. W. 26. 30 poles to a stone: thence with a sub-division of the George Sewell deceased, lands S. 83 deg 15 min W. 12. 65 poles to a stone and tile and N. 7 deg. W. 12. 65 poles to a stone and tile in the center of the Bird. Public Road: thence with the center of said public road N. 83 deg. 40 min E. 56. 25 poles to a stone and tile: thence with a sub-division line of said lands S. 7 deg. E. 35. 60 poles to a stone and tile in the south line of said survey: thence with said survey line S. 83 deg 15 min. W. 43. 60 poles to the place of beginning, containing 11.80 acres more or less and shown as Lot No. 1. on the plat showing the sub-divisions of the George Sewell's Estate assigned to Susanna Sewell.

Situate in the State of Ohio, County of Union, T. P. of Washington, and part of Survey No. 10971 and bounded and described as follows: Beginning at a stone and tile at the point of intersection of the south line of said survey and the Middlesex Road: thence with the center of said road N. 7 deg. W. 26. 30 poles to a stone: thence with a sub-division of the George Sewell deceased, lands S. 83 deg 15 min W. 12. 65 poles to a stone and tile and N. 7 deg. W. 12. 65 poles to a stone and tile in the center of the Bird. Public Road: thence with the center of said public road N. 83 deg. 40 min E. 56. 25 poles to a stone and tile: thence with a sub-division line of said lands S. 7 deg. E. 35. 60 poles to a stone and tile in the south line of said survey: thence with said survey line S. 83 deg 15 min. W. 43. 60 poles to the place of beginning, containing 11.80 acres more or less and shown as Lot No. 1. on the plat showing the sub-divisions of the George Sewell's Estate assigned to Susanna Sewell.

Sub-Division No. 2.

Situated in the State of Ohio, County of Union, T. P. of Washington, and part of survey No. 10971. and bounded and described as follows: Beginning at a stone at the South West corner of said Survey: thence with the South line of said Survey S. 83 deg. 15 min. W. 33.40 poles to a stone and tile at the South East corner of sub-division No. 1. of the George Sewell Estate. thence with the East line of said sub-division N. 7. deg. E. 38. 60 poles to a stone and tile in the center of the Bird Public Road: thence with the center of said road S. 83. deg. 40 Sec W. 56. 25. poles to a stone and tile. thence N. 7 deg. 30 min. E. 12. 65 poles to a stone and tile: thence N. 83 deg. 40 min. E. 13. 15 poles to a stone and brick at a South East corner of sub-division No. 3. of said Sewell's land: thence with the East line of said tract N. 7 deg. 30 min W. 141. 15 poles to a stone and tile in the South line of a sub-division of said land set off to Jennie Sewell thence with the South line of said tract N. 81 deg. 45 min E. 77. 28 poles to a stone and tile in the East line of said Survey: thence with said Survey line S. 7 deg. E. 194. 80 poles to the place of beginning, containing 83 acres more or less but subject to a laneway 2 poles wide along the West side thereof, made for the benefit of Lots Nos. 12th & 13th so long as it may be necessary to be used as such laneway: and bring the dower assigned in the foregoing partition case to Susanna Sewell, widow of George Sewell. Deceased.

Sub-Division No. 3.

Situated in the State of Ohio, County of Union, T. P. of Washington and part of survey No. 10971. and bounded and described as follows:

1st. Beginning at a stone and brick at the North West corner of sub-division No. 2. of the George Sewell Estate assigned to Susanna Sewell as dower. thence with two consecutive lines of said tract S. 7 deg 30 min. E. 141. 15 poles to a stone and brick and thence S. 83 deg. 40 min. W. 10-10 poles to a stone and brick: thence with the East line of sub-division No. 4. N. 7 deg. 30 min. W. 141 poles to a stone and brick in the South line of sub-division No. 12: as set off to Jennie Sewell. thence with said South line N. 81 deg. 45 min E. 101-10 poles to the place of beginning. Containing 8.90 acres more or less Also.

2nd. Beginning at a stone and brick at the point of intersection of the Middlesworth Public Road with the South line of said Survey line S. 83 deg 15 min W. 9. 60 poles to a stone and tile at the Southeast corner of sub-division No. 4 of said Sewell's estate: thence with East line of said tract N. 7 deg W. 26. 30 poles to a stone and brick in the South line of sub-division No. 1 of said estate: thence with said line N. 83 deg 40 min E. 9. 60 poles to a stone and tile in the center of said Middlesworth Road: thence with the center of said road S. 7 deg. E. 26. 35 poles to the place of beginning. Containing 1.60 acres more or less. The two tracts above described, bring sub-division No. 3. and containing a total of 10.50 acres set off to Susanna Sewell.

Sub-Division No. 4.

Situated in the State of Ohio, County of Union, T. P. of Washington, and part of survey No. 10971. and bounded and described as follows: Beginning at a stone and tile in the South line of said survey and at the South East corner of a tract set off to Frank A. Sewell: thence with the East line of said tract N. 7. deg 30 min W. 192. 60 poles to a stone and tile in the South line of a lot set off to Jennie Sewell. thence with said South line N. 8 deg. 45 min. E. 4. 90 poles to a stone and tile, at a sub-division No. 3 of said Sewell's land: thence with West line of said tract

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S. 7 deg 30 min. & 141 poles to a sub-division line of tract No. 2. thence with said sub-division line S. 83 deg. 40 min. N. 3.05 poles to a stone and tile; and thence S. 7 deg. & 25.30 poles to a stone and tile; and thence N. 43 deg 40 min. & 3.05 poles to a stone and tile; and thence S. 7 deg. & 26.30 poles to a stone and tile in the south line of said survey; thence with said survey line S. 83 deg 15 min. N. 4.90 poles to the place of beginning; Containing 5.25 acres more or less, being sub-division No 4 of the George Sewell Estate as set off to Frank A. Sewell.

Sub-Division No. 5.

Situated in the State of Ohio, County of Union, T. P. of Washington, and part of Survey No. 10971 and bounded and described as follows:

Beginning at a stone and tile in the south line of said survey and at the South East corner of a tract set off to J. R. Sewell; thence with the East line of said J. R. Sewell's land N. 7 deg 30 min. N. 192.60 poles to a stone and tile in the South line of a tract set off to Jennie Sewell; thence with the South line of said tract N. 81 deg 45 min. E. 4.40 poles to a stone at the North West corner of a tract set off to Frank A. Sewell; thence with the West line of said Frank A. Sewell's land S. 7 deg. 30 min. E. 192.70 poles to a stone in the South line of said survey; thence with said survey line S. 83 deg. 15 min. N. 4.40 poles to the place of beginning. Containing 5.14 acres more or less, being Lot No 5 on the plat of the sub-division of the George Sewell Estate and set off to James R. Sewell.

Sub-Division No. 6.

Situated in the State of Ohio, County of Union, T. P. of Washington and part of Survey No. 10971 and bounded and described as follows:

Beginning at a stone and tile in the South line of said Survey and at the South East corner of a tract set off to Allina B. Kavanaugh; thence with the East line of said tract N. 7 deg. 30 min. N. 192.20 poles to a stone and tile in the South line of a tract set off to Jennie Sewell in this proceeding; thence with the South line of said land N. 81 deg 45 min. E. 17.52 poles to a stone at the North West corner of a tract set off to James R. Sewell; thence with the West line of said tract S. 7 deg. 30 min. E. 192.60 poles to a stone in the South line of said Survey; thence with said Survey line S. 83 deg. 15 min. N. 17.52 poles to the place of beginning. Containing 2.1 acres more or less, being sub-division No 6 on the plat of the sub-division of the George Sewell Estate and set off to James R. Sewell.

Sub-Division No. 7.

Situated in the State of Ohio County of Union, T. P. of Washington and part of Survey No. 10971 and bounded and described as follows:

Beginning at a stone and tile in the South line of said Survey and at the South East corner of a tract set off to Frank A. Sewell thence with the East line of said tract N. 7 deg 30 min. N. 191.80 poles to a stone and tile in the South line of a tract set off to Jennie Sewell; thence with said South line N. 81 deg 45 min. E. 17.56 poles to a stone and tile at the North West corner of a tract set off to James R. Sewell; thence with the West line said tract S. 7 deg 30 min. E. 192.20 poles to a stone and tile in the South line of said Survey; thence with said Survey line S. 83 deg. 15 min. N. 17.56 poles to the place of beginning. Containing 2.1 acres more or less, being Lot No. 7 on the part of the sub-division of the George Sewell Estate and set off to Allina Kavanaugh.

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Sub-Division No. 8.

Situated in the State of Ohio, County of Union, Twp. of Washington, and part of Survey No 10971 and bounded and described as follows:

Beginning at a stone and tile in the South line of said Survey and at the South West corner of a tract partitioned to Fannie B. Sewell; thence with the East line of said tract N. 7 deg. 30 min W. 191.40 poles to a stone and tile in the South line of a tract set off to Jennie Sewell; thence with the South line of said tract N. 81 deg. 45 min E. 17.60 poles to a stone at the North West corner of a tract set off to Alena B. Karnaugh; thence with the West line of said tract S. 7 deg. 30 min E. 191.80 poles to a stone in the South line of said Survey; thence with the South line of said Survey S. 83 deg. 15 min W. 17.60 poles to the place of beginning.

Containing 21 Acres more or less, being Lot No. 8 on the plat of the sub-division of the George Sewell Estate and set off to Frank A. Sewell.

Sub-Division No. 9.

Situated in the State of Ohio, County of Union, Twp. of Washington and part of Survey No. 10971 and bounded and described as follows:

Beginning at a stone and tile in the South line of said Survey and at the South East corner of a tract set off to Louis A. Sewell; thence with the East line of said tract N. 7 deg. 30 min W. 191.00 poles to a stone and tile in the South line of a tract set off to Jennie Sewell; thence with said South line N. 81 deg. 45 min E. 17.64 poles to a stone and tile at the North West corner of a tract set off to Frank A. Sewell; thence with the West line of said tract S. 7 deg. 30 min E. 191.40 poles to a stone and tile in the South line of said Survey; thence with said Survey line S. 83 deg. 15 min W. 17.64 poles to the place of beginning.

Containing 21 Acres more or less being Lot No. 9 on the plat of the sub-division of the George Sewell Estate and set off to Fannie B. Sewell.

Sub-Division No. 10.

Situated in the State of Ohio, County of Union, Twp. of Washington, and part of Survey No 10971 and bounded and described as follows:

Beginning at a stone and tile in the South line of said Survey and at the South East corner of a tract set off to Nora J. Sewell; thence with the East line of said tract N. 7 deg. 30 min W. 190.60 poles to a stone and tile in the South line of a tract partitioned to Jennie Sewell; thence with said South line N. 81 deg. 45 min E. 17.68 poles to a stone and tile at the North West corner of a tract set off to Fannie B. Sewell; thence with the West line of said tract S. 7 deg. 30 min E. 191.00 poles to a stone and tile in the South line of said Survey; thence with said Survey line S. 83 deg. 15 min W. 17.68 poles to the place of beginning.

Containing 21 Acres more or less being Lot No. 10 on the plat of the sub-division of the George Sewell Estate and set off to Louis A. Sewell.

Sub-Division No. 11.

Situated in the State of Ohio, County of Union, Twp. of Washington, and part of Survey No. 10971 and bounded and described as follows:

Beginning at a stone in the South line of said Survey and at the South East corner of Elizabeth Stevenson's land; thence with the East line of said Elizabeth Stevenson's land N. 7 deg. 30 min W. 190.20 poles to a stone and brick at the South West corner of lands set off to Jennie Sewell; thence with the South line of said tract N. 81 deg. 45 min E. 17.72 poles to a stone and tile at the

North West corner of the tract set off to Louis A. Sewall: thence with the West line of said tract S. 7 deg. 30 min. E. 190.60 poles to a stone and tile in the South line of said survey: thence with said survey line S. 83 deg. 15 min. W. 17.72 poles to the place of beginning: Containing 21 Acres more or less being sub-division No. 11 in the plat of the sub-division of the George Sewall Estate and set off to Nora J. Sewall.

Sub-Division No. 12.

Situated in the State of Ohio, County of Union, Tps of Washington and part of Survey No. 10971 and bounded and described as follows:
Beginning at a stone in the East line of Elizabeth Stevenson's land and at the South West corner of a sub-division of the George Sewall land set off to Margaret L. Eichel: thence with the South line of said tract and the lands of Rufus Criviston N. 81 deg. 45 min. E. 202.60 poles to a stone in the East line of said Survey: thence with said Survey line S. 7 deg. E. 23 poles to a stone at the North East corner of lands set off to Susanna Sewall: thence with the North line of said tract and other tracts set off to the heirs of said George Sewall deceased, S. 81 deg. 45 min. W. 202.40 poles to a stone in said East line of Elizabeth Stevenson's land: thence with said East line N. 7 deg. 30 min. W. 23 poles to the place of beginning, Containing 29 Acres more or less but subject to a lane way 2 poles wide, made for the benefit of sub-division No. 13, so long as it may be necessary to be used for such purposes, and being sub-division No. 12, on the plat of the sub-division of the George Sewall Estate and set off to Jennie Sewall.

Sub-Division No. 13.

Situated in the State of Ohio, County of Union, Tps of Washington and part of Survey No. 10971 and bounded and described as follows:
Beginning at a stone in the East line of Elizabeth Stevenson's land and at the South West corner to the lands of Mary Jennings: thence with the South line of said land N. 81 deg. 45 min. E. 174 poles to a stone and corner to the lands of Rufus Criviston: thence with said land line S. 7 1/2 deg. E. 24.00 poles to a stone a corner to said land in the North line of lands set off to Jennie Sewall: thence with said line S. 81 deg. 45 min. W. 174 poles to a stone a corner to said land in the East line of said Elizabeth Stevenson's land: thence with said line N. 7 1/2 deg. W. 24 poles to the beginning Containing 26 Acres more or less, being sub-division No. 13 on the plat of the sub-division of the George Sewall Estate and set off to Margaret L. Eichel:

Commissioner's Report.

Gabriel S. Sewall, } Union County, O. C.
 } Court of Common Pleas.
 } In Partition and Dower.
 }
 } Against.
Susanna Sewall. }

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 Commissioner after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Susanna Sewall as her Dower estate in the said lands, in said petition described, the following tract, to wit: Shown as Lot No. 2 on the Plat and hereinafter described, being 83 Acres:

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And we do make partition of the same, as follows, to wit:

To the said	Susanna Sewell	11.50	Acres, designated	Lot 1	on Plat.
To the said	same	10.50	"	"	" 3 " "
To the said	James K. Sewell	26.25	"	"	" 5 & 6 " "
	same.				
To the said	Frank A. Sewell	5.25	"	"	" 4 " "
	same.	21.00	"	"	" 8 " "
To the said	Alena B. Kannaugh	21.00	"	"	" 7 " "
To the said	Margaret L. Hicks	26.00	"	"	" 13 " "
To the said	Jennie Sewell	29.00	"	"	" 12 " "
To the said	Louis G. Sewell	21.00	"	"	" 10 " "
To the said	Fanny B. Sewell	21.00	"	"	" 9 " "
To the said	Nora J. Sewell	21.00	"	"	" 11 " "

The Plat and Descriptions hereto attached are made part of this Report.
 [We estimate the value of the entire tract without reference to said Dower at 33 1/2
 dollars per acre, being a total of \$9883 1/3 Dollars.]

Given under our hands this 11th day of April A.D. 1895.

H. S. Stamets }
 Samuel Sheppard } Commissioners.
 L. B. Barry }

The following Entry was filed the 9th day of April A.D. 1895.

Calvin C. Sewell Guardian of Margaret L. Hicks }
 Jennie Sewell Lewis K. Sewell Fannie B. }
 Sewell and Nora J. Sewell Minors. Plaintiffs. }
 v.s }
 Susanna Sewell and others. Defendants. }

And now comes the plaintiff by G. Piper his Attorney and this cause came on to be heard on the petition and evidence and the Court being fully advised in the premises do find that all of the defendants have had due and legal notice of the pendency and demand of the said petition and that they are in default for answers thereupon the Court further find that the plaintiffs and the defendants hereinafter named are tenants in Common in the estate described in the petition, and that the said Susannah Sewell widow of said George W. Sewell is entitled to dower therein except the immediate one half of the tract of 30 acres in said petition described and also the one undivided eighth of the remainder in fee that subject to said dower Frank A. Sewell has legal title to the five twenty sixths of said premises that James K. Sewell is entitled by law to the five twenty sixths of said premises in fee subject to said dower that Alena B. Kannaugh has legal title to one ninth (1/9) of said premises subject to said dower that Margaret L. Hicks has legal title to one ninth of said premises subject to said dower that the said Jennie Sewell has legal right to one ninth of said premises subject to said dower that said Louis G. Sewell has legal right to one ninth of said premises subject to said dower that said Fannie B. Sewell has legal right to one ninth of said premises

subject to said dower. That said Nora J Sewell has legal right to one ninth of said premises subject to said dower.

And further the Court find that said plaintiff for his Wardes Margaret L Hicks, Jennie Sewell, Lewis S. Sewell, Fannie C. Sewell and Nora J Sewell is entitled to have partition made of said premises as prayed in his petition. It is therefore by the Court ordered, adjudged and decreed that partition be made, and that dower therein be assigned to the said Susannah Sewell and that H. S. Stamant, Samuel Sherwood and Hanson B Harvey three Judicious and disinterested free holders of the vicinity be and they are hereby appointed Commissioners to make and set off the same.

It is therefore by the Court ordered that a writ issue to the Sheriff of Union County commanding him that by the Oaths of the Commissioners a bar named Cause to be set off and divided to each of the afove named parties the part and proportion of said estate to which they are herein before severally found entitled, and also Cause to be set off and assigned in manner as afove ordered the dower of the said Susannah Sewell.

And of his proceedings herein the said Sheriff is ordered, to make due return
L Piper,
Atty for Plaintiff.

The following Entry was filed the 18th day of April A. D. 1895.

Entry
No. 6886.

Galvin S Sewell Guardian of
Margaret L Hicks et als Plaintiff:
v. S.

Decree of
Confirmation.

Susannah Sewell and others Defendants.

On motion to the Court by the plaintiff and upon producing the return of the Sheriff and report of the Commissioners heretofore appointed herein, and the same having been examined by the Court, and found in all respects correct and in conformity to law and the former orders of this Court the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said Susannah Sewell have and possess the lands so assigned to her, as and for her reasonable dower in said premises: And that the other said parties hold in severally the parts and premises so set off and assigned to each respectively.

It is further by the Court ordered and the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several part upon Record in the office of the Recorder of this County.

And it is further by the Court ordered that the costs of this action including a Counsel fee of \$145.00 to L Piper, Attorney for services herein taxed at \$217.32 be paid by said parties in the following proportions to wit:

Susannah
Susannah
James
H.
Alena
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And in

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No. 6778.

Susannah Sewell	15/297	part	\$ 10.87
Susannah Sewell	2/36	"	11.47
James R. Sewell	2/36	"	28.67
H. A. Sewell	5/36	"	28.67
Alena B. Karsnough	4/36	"	22.94
Margaret L. Hicks	4/36	"	22.94
Jennie Sewell	4/36	"	22.94
Lewis S. Sewell	4/36	"	22.94
Fannie C. Sewell	4/36	"	22.94
Nora J. Sewell	4/36	"	22.94

And in default thereof that execution issue therefor.

Attest
J. N. Gosnell
Clerk.

Afterward, on the 29th day of June A.D. 1895, an Entry was made on the Journal by the Clerk of the Court.

No. 6778.

Henry Ackerman Plaintiff.	} Court of Common Pleas. Union County, Ohio.
v. s.	
L. H. Kimball and Milo Kimball, Defs.	

This cause now coming on for hearing on the motion of the defendants for a new trial, the Court, on consideration, overruled the same. It is therefore considered by the Court that the said Henry Ackerman recover from the said L. H. Kimball and Milo Kimball the said sum of (\$419 ⁷⁴/₁₀₀) Four Hundred and Nineteen ⁷⁴/₁₀₀ Dollars, with interest at 8% beginning April 8th 1895 as heretofore found due him; Leave was granted the defendants to prepare bill of exceptions in Fifty days from June 29th 1895; on the expiration of which time execution to issue on the above judgment and the Journal of the Court to be kept open according to law.

Attest
J. N. Gosnell
Clerk.

Plead 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. 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 five:

Be it remembered that heretofore on the 16th day of January A.D. 1894 John R. Taylor Administrator &c. filed in the Clerk's office of the said Court of Common Pleas the following Motion against George W. Holt et al. To wit:

Motion. No. 665-8.

John R. Taylor, Adm. &c. Plaintiff. } Court of Common Pleas.
vs. } Union County Ohio.
Levi H. Holt et al. Defendants. } Motion.

The defendant now comes and for his motion herein asks an order of this Court dismissing the pretended Appeal herein from the Probate Court of Union County Ohio, and for cause says:

1st That defendants were in default for Amended Answer, in said Probate Court to the Amended Petition of the plaintiff to sell lands under the Will of George W. Holt deceased.

2nd That no issue was made by the said defendants on the petition of the plaintiff to sell said lands but the said defendants were all of them in default for answer to plaintiff's petition.

D. W. Ayers, Attorney for Plaintiff.

The following Entry was filed the 26th day of April A.D. 1894.

Entry. No. 665-8.

John R. Taylor Adm. &c. }
vs. }
Levi Holt et al. }

This cause came on for hearing on Motion of defendant to require plaintiff to reform his petition, on Consideration whereof the Court do sustain said Motion as to the first and second grounds, set upon said Motion, and overrules said Motion, as to the balance. Leave is given plaintiff to amend his petition in 15 days from this 26th day of April 1894.

The following Motion was filed the 1st day of May A.D. 1894.

Motion. No. 665-8.

John R. Taylor et al. Administrator. Pff. } Du Union Common Pleas.
vs. }
Levi H. Holt et al. Defendants. } Motion.

Now comes the said defendant and moves the Court to order the Amended Petition of plaintiff made definite and certain.

1st By setting forth intelligibly and legibly what is to be stated in the 4, 5, 6, 10, 11, 12, lines 122 page thereof

2nd By stating distinctly the purpose of the proposed sale whether to pay debts or merely for division.

3rd And if to pay debts then to attach a schedule thereof to said pleading giving the names of the creditors of the deceased who have not been paid, the amounts due each, the character of the claims, and the time when the same accrued.

7th By his final Answer.

The following

Answer. John R. Taylor

Levi H. Holt

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4th By stating the amount and disposition of the balance in his hands at his final settlement:

And to separately state the number his cause of action -

J. B. Cole. Defendants Attorney.

The following Answer of Levi H. Holt et al. to 2nd Amended Petition was filed July 21st 1894.

Answers.

John R. Taylor, Administrator &c. Plaintiff } Union Common Pleas.
Against }
Levi H. Holt and others, Defendants. } Answer.

Now come the defendants Levi H. Holt and the said minor defendants by their Guardian Edward C. Cole. and for answer to plaintiffs 2nd Amended petition say that they are the sole beneficiaries under the Will of said George H. Holt and are his only children and heirs at law - said Levi is of age and said widow has elected to take under the law and had the duty assigned to her; and that they have duty elected to retain unsold said lands sought to be sold by plaintiff, and had for years the use and possession of same - of which plaintiff knew before this suit commenced. And that they have partitioned the same equally among themselves by proceedings in this Court and amicable agreement. And they say that the said real estate is the best investment of their means available, and its produce their best dependence for an economical support, and that to sell the same as asked by plaintiff is against their interest and wishes and would be a great and useless expense and waste of their means. They say that circumstances have changed since the death of said testator by the descent to them of considerable property and means from another ancestor - that said property has greatly decreased in value and could not be sold to advantage but remains fertile and productive - Wherefore they claim and insist upon their equitable right of election - And ask the protection of the Court. Further answering they deny each and every allegation of said petition not herein admitted. They say said Administration commenced about seven years ago - and that all the debts of said estate have been paid except the allowance of the widow which has been provided for by agreement of the parties so as not to require any sale of land by the Administrator. And no other valid debt exists against said estate.

Wherefore they pray that their rights and interests in the premises may be protected, and that the petition aforesaid may be dismissed, and for all such other and further relief as equity and justice requires.

James B. Cole.

Attorney for the Defendant.

State of Ohio }
 } S. S.
Union County. }

Edward C. Cole. Being sworn says that the facts stated and allegations in the foregoing pleading are as he believes true.

Edward C. Cole.

Sworn to and subscribed before me this 2nd day of July 1894.

F. A. Thompson.
Notary Public.

The following Entry was filed the 2nd day of July. A. D. 1894.

Entry
No. 665-3.

John R. Taylor Adm^r. &c. Plaintiff.
v.s.
Levi Holt et al. Defendants.

No. 665-3.

This day this cause came on for hearing on the 2nd Amended petition and was argued by Counsel on consideration whereof the defendant is required by the Court to plead to said 2nd Amended Petition by August 1st. 1894.

The following Entry was filed the 6th day of February. A. D. 1895.

Entry

John R. Taylor
v.s.
Levi H. Holt.

Leave was granted the Defendant to file Reply in 10 days.
Ayers.

The following Reply was filed the 15th day of February A. D. 1895.

Reply.

John R. Taylor Administrator &c. Plaintiff.
v.s.
Levi H. Holt et al. Defendants.

Court of Common Pleas.
Union County Ohio.
Reply.

The plaintiff now comes and for Reply to the Answer of the said Defendant says that he is acting and prosecuting this case solely upon the authority and by the direction of the last Will and Testament of G. W. Holt deceased, a true copy of which said last Will and Testament is attached to the 2nd Amended Petition herein - that the facts contained in the Answer of the Defendants in law are insufficient to prevent the relief asked for in the plaintiffs petition and the plaintiff therefore denies each and every allegation contained in said Answer not herein admitted - He says the partition proceeding alleged in Defendants Answer was had long and after this suit was commenced and while the same was pending in this Court of which all parties in interest had full knowledge and are parties herein duly served by summons wherefore plaintiff prays as in his petition for and Order of Sale of the lands herein described.

D. W. Ayers
Attorney for Plaintiff.

State of Ohio }
Union County } S.S.

John R. Taylor being duly sworn says the facts stated and allegations in his foregoing Reply are as he believes true.

John R. Taylor.

Sworn to before me and signed by John R. Taylor in my presence this day of February 1895.

John M. Beckwith Notary Public.

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Entry
No. 665-3.

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Afterward on the 13th day of March A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
No. 6653.

John R. Taylor Administrator of George
W. Holt, deceased, Plaintiff.
Against.
Levi H. Holt & others, Defendants.

No. 6653.
Circuit Common Pleas.

Entry.

On appeal from the Probate Court of said County. This cause came on for hearing this day on the 2nd Amended Petition of the plaintiff, the Annuity of Levi H. Holt defendant and the Annuity of William J. Holt, Margaret A. Holt, Cassius G. Holt, Willie M. Holt, Daniel G. Holt, and Homer Holt the minor defendants by Edward G. Cole their duly appointed and qualified Guardian, and the evidence and exhibits and was submitted to the Court without the intervention of a Jury.

On Consideration whereof the Court do find on the issues joined for the defendants, and that the allegations of their Annuity are true: that they are the sole heirs at law and devisees of George W. Holt deceased, and sole beneficiaries under his will and as such devisees have the equitable right of election to take the land in his last will and testament devised to be sold and divided between them or the proceeds thereof as they may elect, and that the said Levi H. Holt defendant is of full age and for himself by writing on file in this case, and the said minor heirs defendants by Edward G. Cole, their said Guardian, by writing on file in this case and orally in open Court do each and all of them elect to take the said land devised rather than the proceeds thereof, and the Court find that the said election is for the benefit and best interests of said minors and do therefore Approve and confirm said election and the petition of the plaintiff is dismissed at plaintiffs costs. Plaintiff thereupon gave notice of Appeal.

Approved John A. Price Judge.

Attest

J. N. Gosnell

Clerk.

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Plead 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. Rice Judge of said Court of the term of April Term; on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that herebefore writ on the 11th day of March A.D. 1895 Lydia E. Wolford filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Willis Wolford To-wit:

Petition
No 6890.

Lydia E. Wolford Plaintiff.	} Court of Common Pleas Union County Ohio
Against	
Willis Wolford Defendant.	} Petitioner.

The plaintiff says:

That she has been a resident of the State of Ohio, for more than one year last past, and is at the present time, a bona-fide resident of said County and State.

That on or about the 16th day of February 1892, in the County of Union, and State of Ohio, she was married to the defendant, and she has ever since conducted herself toward the said defendant as a faithful and obedient wife. The defendant disregarding his duties as a husband has been willfully absent from the plaintiff for more than three years last past without any cause or justification therefor, so far as the plaintiff is concerned.

III Second Cause of Action: The plaintiff further says that during the three years last past, and ever since their said marriage the defendant has been guilty of gross neglect of duty in this respect: She has furnished her with no support whatever during all of said time that is to say, he has furnished her with no clothing whatever, nor has he furnished her with any provisions or sustenance whatever upon which to live. Neither has he furnished her any money or means to purchase any of the necessaries of life. But ever since said marriage ^{and} ever since the birth of her child she and her child have been supported by her father and by the labor of her own hands, since their marriage, there was born to them one child, named Paul L. aged Three years.

The plaintiff therefore prays that she may be divorced from the defendant; that she may have the custody of said child, and that she may have such other and further relief as in law and equity she may be entitled to.

Porter & Porter, Attorneys for Plaintiff.

E. W. Porter, being duly sworn, makes oath that he is one of the Attorneys in this Action, duly authorized in the premises; that the plaintiff is now absent from said County of Union; and Affiant makes oath that he believes the facts stated in the foregoing petition to be true.

E. W. Porter.

Sworn to by E. W. Porter before me and signed by him on this 11th day of March 1895.

Fee, 25¢.

R. H. Nash, Notary Public,
Union County Ohio.

To the Clerk:

Issue a summons against the defendant returnable according to law, also deliver to the Sheriff for service upon the defendant a certified copy of the petition - Endorse upon the summons "Action for divorce, and custody of the child."

March 11th 1895.

Summons

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Summons

The following Summons in Action for Divorce was filed the 12th day of March, 1895:

The State of Ohio } To the Sheriff of
 Union County, SS. } Said County.

You are commanded to notify Willis Wolford that Lydia E. Wolford has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with Willful Absence, and asking that she be divorced from him, and that and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 20th day of March, A.D. 1895.

Witness my signature as Clerk of the said Court of Common Pleas, and the seal of said Court, at Mansville this 11th day of March, A.D. 1895.

J. N. Gosnell, Clerk.

Sheriff's Fees.	
Service	50
Copy	15
Mileage	48
Docket	12
Return	20
Total	\$1.60

Received 5 o'clock A.M. on the 11th day of March A.D. 1895 and on the 12th day of March A.D. 1895. I served the same by handing a true copy thereof of this writ with the indorsements thereon together with a copy of the petition to Willis Wolford personally.

Wm. E. Snodgrass, Sheriff.

Afterward on the 20th day of June A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No 6690.

Lydia E. Wolford, Plaintiff. }
 v. s. } Entry.
 Willis Wolford, Defendant. }

Now came the plaintiff, and defendant having been duly served with summons and the copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next 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 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, and 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 Lydia E. Wolford and Willis Wolford be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said child of the parties hereto be, until further order, confided to the said Lydia E. Wolford exclusively. It is further considered by the Court that the said Lydia E. Wolford recover from the said Willis Wolford her costs herein expended, and expention is awarded.

Witness J. N. Gosnell, Clerk

Plas 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. Rice Judge of said Court of the term of April Court: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 24th day of October A.D. 1894. Myrtle D. Yarrington filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against William H. Yarrington, to wit:

Petition
No. 6819

Myrtle D. Yarrington, Plaintiff.

v.s.

William H. Yarrington, Defendant.

Court of Common Pleas
Union County Ohio.

Petition.

Myrtle D. Yarrington the above named plaintiff says that she is an actual resident of said Union County and that she has been a bona fide resident of the State of Ohio continuously for one year and more last past that she and the said defendant William H. Yarrington were married to each other on or about the 9th day of July A.D. 1892. in said County of Union aforesaid. and that there is now living in said County of Union one child of said marriage, Hazel Yarrington aged 1 1/2 years, and that she has always conducted herself as a true and faithful wife to the said William H. Yarrington: that the said defendant William H. Yarrington left her this plaintiff on the 29th day of July 1898. and went to the Territory of Oklahoma and has since staid there and that he refused and still refuses to support her this plaintiff or their said child Hazel or contribute any thing to their support, and that this plaintiff is compelled to work out by the week to support herself and their said child Hazel that the said defendant William H. Yarrington as she is informed, has begun his action for divorce from her under the laws and in the Courts of the Territory of Oklahoma, although he has no cause of action and said Courts have no Jurisdiction of her person. Plaintiff further says that she has no real or personal property but that she is compelled to work out by the week to support herself and child Hazel, that she has received no support from her said husband the said William H. Yarrington that she understands from good authority that the said defendant owns considerable property in said Territory of Oklahoma wherefore plaintiff prays that she be adjudged and decreed a divorce from her said husband William H. Yarrington and that the bonds of their said marriage may be dissolved: that she be decreed the custody of their said minor child Hazel subject to the reasonable right of the defendant to visit her, that she be granted and adjudged such sufficient Alimony for the support of herself and child and her education as to the Court seems just and which Alimony shall be made a charge and lien on the property of the said William H. Yarrington and for her costs and Attorney's fees and all proper relief.

W. H. Merchant
Attorney for Plaintiff.

Affidavit
for
Publication.

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The following Affidavit for Publication was filed the 24th day of October 1894.

Affidavit for Publication.	Myrtle D. Yarrington	} Common Pleas Court of Union County Ohio. Affidavit for Publication.
	William H. Yarrington	

Myrtle D Yarrington the above named plaintiff swears that service of summons and Copy of Petition herein cannot be made within this State upon the defendant William H. Yarrington and this action is brought by the said Myrtle D. Yarrington against the said William H. Yarrington in this Court for Divorce and Alimony according to the Statute in such case made and provided: And further saith not.

Myrtle D. Yarrington.

Sworn to before me and subscribed in my presence this 24th day of October A.D. 1894.
J. N. Cassell, Clerk.

The following Proof of Publication was filed the 29th day of June A.D. 1895.

Legal Notice.

William H. Yarrington, whose place of residence is unknown, late of Kingfisher, Territory of Oklahoma, will take notice that on the 24th day of October A.D. 1894, in the Court of Common Pleas of Union County, Ohio, when the action is now pending, being cause No. — the undersigned, Myrtle D Yarrington, filed her petition against the said William H. Yarrington, praying for divorce from him, for Alimony and for the custody of their minor child, Hazel, aged one year, on the ground of "gross neglect of duty" and for the procurement of a divorce without this State. The said William H. Yarrington is required to answer the petition in said action not later than six (6) weeks after the 1st day of November, 1894, the date of the first publication of this notice, or such divorce and relief may be granted.

Myrtle D. Yarrington.

W. W. Merchant her Attorney -
Marysville O. Nov. 1st '94

Proof of Publication.

Proof of Publication.	The State of Ohio.	} & S.
	Union County.	

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with November 1st 1894.

A. J. Hare.

Sworn to and subscribed before me this 29th day of June 1895
J. N. Dalton, Notary Public.

Attendant on the 29th day of June A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
No. 6819.

Myrtle D. Yarrington. } Common Pleas Court.
v.s. } Union County Ohio.
William H. Yarrington. } Entry

This day this cause coming on to be heard on the Petition and the evidence, the Court find that the defendant has been duly summoned by publication and that he has failed to appear and that he is in default for answer and demurrer to said petition and find that the allegations 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 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 the "Procurement of a divorce, without this State" 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 Myrtle D. Yarrington and William H. Yarrington is and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the care, custody, control and education of the said child of the said parties hereto be until further order confined to the said Myrtle D. Yarrington exclusively, and that 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 payable in cash within Ten days from the date of this decree, and in default of such payment, execution is allowed to issue therefor.

Attest
J. N. Gosnell
Clerk.



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Petition
No. 6883.

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Plead 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 April Term: on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 26th day of February A.D. 1895 Cynthia A. Marst filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Gurren C. Marst To wit:

Petition.
No. 6583.

Cynthia A. Marst. Plaintiff. }
v.s. } Court of Common Pleas of
Gurren C. Marst. Defendant. } Union County Ohio.
Petition.

The said plaintiff Cynthia A. Marst says she is a resident of Union County and State of Ohio and has been for more than one year last past and that on the 19th day of November 1861 she was married to the Defendant Gurren C. Marst and that her maiden name was Cynthia A. Griswold - that ever after the said 19th day of November 1861 she plaintiff has conducted herself towards said defendant as a true and faithful wife and that on the 3rd day of September 1891 the said defendant without any fault or cause on the part of the plaintiff left the said plaintiff and has been willfully absent from said plaintiff ever since it being more than three years last past therefore Plaintiff asks for Divorce from said Defendant and that she be restored to her maiden name and for other proper relief.

Robinson & Woodburn.
Attorneys for Plaintiff.

Cynthia A. Marst }
v.s. } Common Pleas Court of
Gurren C. Marst } Union County Ohio.
Pecipe.

Issue Summons directed to the Sheriff of Champaign County Ohio and returnable according to Law and endorse "Petition for Divorce and Copy of Petition endorsed"

Robinson & Woodburn. Attorneys for Plaintiff.

The following Summons in Action for Divorce was filed the 16th day of March. A.D. 1895:

Summons.

The State of Ohio. }
To the Sheriff of }
Union County, O.S. } Champaign County:

You are commanded to notify Gurren C. Marst that Cynthia A. Marst has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with willful absence, and asking that she be divorced from him and that 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 25th day of March A.D. 1895: Witness my signature as Clerk of our said Court of Common Pleas. And the seal of said Court, at Mansville this 13th day of March A.D. 1895:

J. N. Conell. Clerk.

Received 9 o'clock A.M. on the 14th day of March A.D. 1895 and on the 16th day of March A.D. 1895 I served the same by handing the within named Eunum & Marsh a true copy thereof together with a certified copy of the petition filed against him in this cause.

R. N. Miller, Sheriff.

The following summons in Action for Divorce was filed the 9th day of March, 1895:

Summons The State of Ohio }
 Union County S.C. } To the Sheriff of
 Champaign County.

You are commanded to notify Eunum & Marsh that Cynthia A. Marsh 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 here with returned to you to be served on him) charging him with willful absence and asking that she be divorced from him and that she be restored to her maiden name of Cynthia A. Griswold, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 17th day of March A.D. 1895: Witness my signature as Clerk of the said Court of Common Pleas and the seal of said Court, at Maupville this 26th day of February A.D. 1895.

J. N. Gosnell Clerk.

Sheriff's Fees.	
Copy	.13
Mileage	2.40
Return	.25
Postage	.05
Total	\$ 2.83

Received 9 o'clock A.M. on the 26th day of February A.D. 1895 and after diligent search and inquiry the within named Eunum & Marsh not found in my County and the writ returned.

R. N. Miller, Sheriff.

Afterward on the 19th day of June, A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No 6882, Cynthia A. Marsh }
 v. s. } Common Pleas Court
 Eunum & Marsh. } Union County Ohio
 Entry.

This day came the said plaintiff and the defendant came not but made default herein and thereupon this cause came on to be heard upon the pleadings and evidence and the Court being fully advised in the premises finds for plaintiff and finds that the allegations of plaintiff's petition are true.

It is therefore ordered and decreed by the Court that the said Cynthia A. Marsh be and she is hereby divorced from her said husband the said Eunum & Marsh the defendant herein and that she be restored to her maiden name Cynthia A. Griswold and that she pay the costs herein expended taxed at \$ and that the said Eunum & Marsh be forever barred from asserting any claim to or interest in any property of the said Plaintiff Real or Personal which she now owns or may hereafter own in her own right.

Attest

J. N. Gosnell Clerk.

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Plead 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 April Term: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore writ on the 15th day of March A.D. 1895 Laura E. Minnelli filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Frank P. Minnelli writ:

Petition No 6892.

Laura E. Minnelli, Plaintiff. } Court of Common Pleas.
Against } Union County Ohio.
Frank P. Minnelli, Defendant. } Petition.

The Plaintiff Laura E. Minnelli, says that she is a bona-fide resident of the County of Union, and State of Ohio, and has been a permanent resident of the County and State aforesaid for several years last past; that on or about the 25th day of August 1894 she was married to the defendant Frank P. Minnelli that at the time of said marriage, the said defendant Frank P. Minnelli, was under arrest on a charge that being a male person over 21 years of age, an instructor of a female (the plaintiff) in music and other branches of learning had sexual intercourse with said female (the Plaintiff) then Laura E. Boster, while under his instructions, said charge being under section 7024 of the Rev Statute of Ohio, the penalty being imprisonment in the Penitentiary not more than 10 years nor less than 2 years. that the defendant in order to escape the consequence of such proceeding and without any intention of consummating the marriage went through the ceremony with the Plaintiff and has never consummated such marriage, leaving said Plaintiff immediately after the ceremony of marriage, that defendant has been guilty of gross neglect of duty in that he has not lived with provided for Plaintiff in any manner recognized or performed any of his duties as a husband to the Plaintiff. Plaintiff says that there are no children as the issue of said marriage.

Wherefore the Plaintiff prays judgment divorcing the said Plaintiff and defendant and dissolving and annulling the said marriage and that she be restored to her maiden name Laura E. Boster and for such other and proper relief as she may be entitled.

J. H. Linkhead,
Attorney for Plaintiff.

State of Ohio. }
} s. s.
Union County, }

Personally appeared Laura E. Minnelli the plaintiff who being duly sworn says that the facts stated and allegations in the foregoing petition are true.
Laura E. Minnelli.

Sworn to before me and signed in my presence this 15th day of March 1895.
J. F. Miller Notary Public.

State of Ohio, Union County s. s.
Laura E. Minnelli, the Plaintiff in the above entitled action, being first duly sworn, says that this action is brought against the defendant Frank P. Minnelli in this Court for divorce according to the Statute in such case made and provided; that the residence of the said defendant is to this Plaintiff unknown and that she has been unable by the exercise of reasonable diligence to ascertain the same; for that reason service of

summons and a copy of the petition cannot be made in this State nor is the said Plaintiff able to mail a copy thereof to said defendant's place of residence.

Sworn to and subscribed in my presence this 15th day of March 1895.

Laura E. Minnelli,
J. G. Miller,
Notary Public.

The following Summons in Action for Divorce was filed the 25th day of March 1895.

Summons. State of Ohio. } To the Sheriff of
Union County, S.D. } Delaware County.

You are commanded to notify Frank P. Minnelli that Laura E. Minnelli has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with Gross neglect and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 1st day of April A.D. 1895. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansville this 20th day of March A.D. 1895.
J. N. Gosnell Clerk.

Sheriff's Fees.	
Copy.	25
Docket.	40
Return.	25
Postage.	4
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Received 8 o'clock A.M. on the 21st day of March A.D. 1895 -
the within named Frank P. Minnelli not found
within my bailiwick

Stephen P. Shall. Sheriff.

The following Summons in Action for Divorce was filed the 4th day of April 1895.

The State of Ohio. } To the Sheriff of
Union County, S.D. } Delaware County.

You are commanded to notify Frank P. Minnelli that Laura E. Minnelli has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) charging him with Gross neglect and asking that she be divorced from him, and that and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 15th day of April A.D. 1895. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansville this 1st day of April A.D. 1895.

J. N. Gosnell Clerk.

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Docket & Index.	.40
Telephone.	.26
Return.	.25
Postage.	.06
Total.	\$ 1.62

Received 8 o'clock A.M. on the 2nd day of April A.D. 1895 and on the 3rd day of April A.D. 1895, I served the same by delivering to the within named defendant, Frank P. Minnelli personally a true copy thereof together with a certified copy of the petition.
 Stephen P. Threlkall Sheriff,
 By John D. Griffith Deputy.

The following Proof of Publication was filed the 25th day of April A.D. 1895.

Proof of Publication

Legal Notice. J. H. Rinkade, Attorney.

Frank P. Minnelli formerly of Delaware, Delaware County Ohio whose residence is unknown, is notified that Laura E. Minnelli, did on the 16th day of March, 1895 file her petition in the Office of the Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, charging that the marriage relation between herself and the said Frank P. Minnelli had never been consummated, that he went through the marriage ceremony only to escape prosecution under Section 7024 of the Revised Statutes of Ohio, and without any intention of consummating said marriage, that he left her immediately after, that in this and in not providing for her or in any manner recognizing or performing any of his duties as a husband to her, he had been guilty of gross neglect of duty to her. And asking that said marriage be dissolved and annulled, and that she be restored to her maiden name of Laura E. Boster, which petition will stand for hearing in said Court on and after the 1st day of May, 1895.
 Laura E. Minnelli

Marysville, Ohio, March 25th 1895.

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 20th 1895.

W. B. Stearns.

Sworn to and subscribed before me, this 25th day of April 1895.

J. N. Gosnell Clerk.

Printers Fees. \$8.00

Afterward on the 29th day of June A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6892.

Laura E. Minnelli, P. lff. }
 v. s. } Entry
 Frank P. Minnelli, D. lft. }

Now came the Plaintiff, and the Defendant having been duly served with Summons and a copy of the Petition herein, and also having been legally summoned by Publication and having failed to appear. The Court find him in default for answer and demurrer to said petition, and this cause coming on to be heard on the

Petition and the evidence, and on consideration thereof, the Court find that the Plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties herein were married, as in said petition set forth, the Court further find upon the evidence adduced, that the allegations in the Plaintiff's petition are true and that the Defendant in order to escape the consequences of a criminal proceeding and without any intention of consummating the marriage, went through the ceremony with the Plaintiff and never did consummate said marriage, and that the Defendant has been guilty of gross neglect of duty to the Plaintiff in that he has not lived with her nor provided for her nor in any manner recognized or performed any of his duties as a husband.

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 between said Laura E. Minnelli and Frank P. Minnelli be and the same is hereby dissolved and annulled and both parties are released from the obligations of the same.

It is further ordered that the petitioner be and she is hereby restored to her maiden name of Laura E. Gosnell.

It is further considered by the Court that the said Plaintiff recover from the said Defendant her costs herein expended.

Attest
 J. W. Gosnell
 Clerk.



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Pleas continuance and held at the Court House in Marysville within and for the County of Union in the South Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the term of April writ: on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that hereofon writ on the 26th day of February A. D. 1896 The Connecticut Mutual Life Insurance Company filed in the Clerk's Office of the Said Court of Common Pleas the following Petition Against George Pierson et al. writ:

The State of Ohio.

In the Court of Common Pleas.

Union County, S.S.

The Connecticut Life Insurance Company Plaintiff.

Against

George Pierson and Abbie S. Pierson his wife Defendants.

Petition for Money,
Sale of Mortgaged Lands,
and Relief.

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 7th day of October A. D. 1885 the said Defendant George Pierson made, executed and delivered to Plaintiff his certain principal Promissory Note, a true copy of which, with all credits and endorsements thereon, is on the words and figures following, to wit:

No. 1676.

First Mortgage Coupon Note.

\$1800.00

Marysville, Ohio, Oct. 7th, 1885.

Five years after date I promise to pay to the order of The Connecticut Mutual Life Insurance Company, Eighteen 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 in the Mortgage given to secure the same. This Note is payable without grace. The maker has a right to prepay this note in installments of \$200.00 each, at any time after one year, by giving ninety (90) days notice to the Payee.
George Pierson.

That this Plaintiff is now the legal owner and holder of said Promissory Note, and that no payments have been made thereon and the same is now due, by failure to pay the interest due thereon Oct 7th 1894 by the terms of the mortgage securing the same and the extended agreement and will more fully appear hereinafter (except the sum of \$100) one hundred dollars paid July 22nd 1887. That is now due Plaintiff on said Promissory Note from said Defendant George Pierson the sum of Eighteen Hundred Dollars (\$1800.00) with Interest on \$1800.00 thereof at the rate of 8 per centum per annum, payable Annually, from the 7th day of October A. D. 1894, for which amount Plaintiff asks Judgment less the sum of one hundred dollars paid thereon on July 22nd.

1887. For Second Cause of Action Plaintiff says: that at the time of the maturity of said principal Note set out in the first cause of action herein the said defendant George Piersol applied to the plaintiff for an extension of the time of payment of said principal Note for another period of five years from the 7th day of October 1890: that his wife the defendant Abbe G. Piersol joined with him in said application for extension: that said extension was granted by the plaintiff in consideration that said George Piersol would execute in the plaintiff his ten certain Coupon interest notes, representing the semi-annual installments of interest payable on said Principal Note for said extended period all date 5 Oct 7th 1890, payable to the order of the plaintiff in 6-12-18-24-30-36-42-48-54-60 months after date respectively, each for the sum of fifty one Dollars (\$51) with 8 per cent interest after maturity plaintiff alleges that said defendant George Piersol executed his said ten Coupon interest notes according to the plaintiff that said extension agreement was made in writing a copy of which is filed here with and made part here of as if herein set at his place incorporated, as by A. that the first seven of said ten Coupon interest notes were paid:

that the last three remaining of said ten interest notes are each and every wholly unpaid, and this plaintiff is still, and now the legal holder and owner of the same: that a true copy of the 8th of said ten Coupon interest notes is in the words and figures following, to wit: -

\$51.

Waynesville Ohio.

October 7th 1890.

Forty-eight months after date I promise to pay to the order of The Connecticut Mutual Life Insurance Company Fifty One 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.

George Piersol.

that there is now due the plaintiff on said Coupon interest Note from said defendant George Piersol the sum of fifty one dollars (\$51) with interest thereon at 8 per cent per annum from October 7th 1894 and the same is due and wholly unpaid.

Plaintiff alleges that it is in said extension agreement that in the event of the said George Piersol neglecting or refusing to promptly pay, during said extended term the interest payments as they severally become due, then said extension agreement was to be null and void. And said Principal Note as well as all over due and accrued interest should at once become due, and payable and said plaintiff should have full authority to proceed according to the terms and conditions of said Principal Note and mortgage in as full and ample manner as if said extension agreement had not been made and plaintiff alleges that the 8th of said ten interest notes including the installments of semi-annual interest payable for said extended period was not paid at maturity and still and now, as aforesaid remains due, and wholly unpaid. And said extension agreement is null and void and said principal Note is now due, and the mortgage hereinbefore

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For Third Cause of Action the Plaintiff says:

That all allegations and averments made in respect to said Promissory Note set forth in its 1st & 2nd Cause of Action, are hereby made a part of this its Third Cause of Action. That in order to secure the payment of said Promissory Note set forth in its said 1st & 2nd Cause of Action: and the Interest accruing thereon, the said Defendants George Pierson and Abbie B. Pierson, his wife executed, acknowledged and delivered to the Plaintiff, The Connecticut Mutual Life Insurance Company, this Mortgage Deed, on said 8th day of October A. D. 1885; and thereby conveyed to the Plaintiff, The Connecticut Mutual Life Insurance Company, its successors and assigns forever the following described Premises, Land and Tenements, to wit: Situated in the Township of Mill Creek County of Union and State of Ohio, and known as a part of Virginia Military Survey N^o. 3006, described as follows viz: Beginning at a stone (Beech and Sugar) South East corner of Daniel Anderson's land in the center of an improved road, thence North 81° East 192 poles to a stone and small Ash, thence North 6 1/2° West 68 5/100 poles to a stone, thence South 81° West 204 5/100 poles to a stone in the center of said improved road, thence with the center of the same South 17° East 70 poles to the beginning, Containing 84 Acres and 150 poles. The said Defendant Abbie B. Pierson wife of said George Pierson joined her said husband in the execution, acknowledgment and delivery of said Mortgage Deed, and thereby did Remise, Release, and Holders 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 12th day of October A. D. 1885 at 9 o'clock A. 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 22 Page 388 of Records of Mortgage Deeds, on the 20th day of October A. D. 1885.

Said Mortgage Deed has a certain condition thereunder written, that if the said Mortgagor 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 Note 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 afove 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.

specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have, and the time or times when the same attached thereto.

Wherefore, the Plaintiff, The Connecticut Mutual Life Insurance Company, prays Judgment against the said Defendant George Piersol for the sum of Seventeen Hundred and fifty one Dollars (\$1751.00) with interest on \$1751.00 thereof at the rate of eight per centum per Annum, payable annually, from the 7th day of October A.D. 1894.

And the Plaintiff further prays that the priority of the several liens and claims on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first to the payment of taxes if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the 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 Company.

By J. H. Kinkade and
Hobbs and Banett, Its Attorneys.

Copy.

Whereas, on the 7th day of October A.D. 1880, The Connecticut Mutual Life Insurance Company, of Hartford, Connecticut, loaned to George Piersol the sum of Eighteen Hundred Dollars (\$1800.) To secure the payment of which the said George Piersol executed a note for said sum of money due and payable on the seventh day of October A.D. 1890, at the Office of The Connecticut Mutual Life Insurance Company, in the City of Hartford, and State of Connecticut, and further secured the repayment of such loan and note by a duly executed and acknowledged Mortgage deed which is recorded in the Recorder's Office of Union County Ohio in Book 23 Page 338 and to which note and Mortgage deed reference may be had, and upon which principal note there remains now unpaid the sum of Seventeen Hundred Dollars (\$1700.)

And Whereas, the said George Piersol is now the legal owner of the premises described in said Mortgage deed and has made Application to the said The Connecticut Mutual Life Insurance Company to extend the time of payment of said unpaid sum for five (5) years from the maturity thereof, said unpaid sum to bear interest at the rate of six per centum per Annum, payable semi annually on the Seventh day of October and April during such extended term of payment, and until paid, according to ten (10) interest notes signed by him and his part in said Mortgage deed contained and agreed to be kept and performed according to the true intent and meaning thereof.

And Whereas, Abbie G. Piersol, George Piersol joins herein and consents to this extension.

Now, Wherefore, the said The Connecticut Mutual Life Insurance Company, in consideration of the covenants and agreements on the part of the said George Piersol hereinbefore contained, the prompt and faithful performance whereof is a condition precedent, and time being the

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essence of this contract, hereby agreed to extend the time of payment of the indebtedness secured by said Mortgage deed until the seventh day of October A. D. 1890, subject, however, to the privilege of making payments in the sum of \$100. or any multiple thereof, at any interest pay day, and in the event of neglect or refusal by the said George Piersol to promptly pay, during such extended term, the interest payments as they successively become due, and the principal sum upon the expiration of such extended term, or to keep and perform all of the covenants and agreements in said Mortgage deed contained, then this agreement shall be null and void, and said principal note, as well as all overdue and accrued interest, or any other indebtedness owing under the provisions of said Mortgage deed shall at once become due and payable, and the said The Connecticut Mutual Life Insurance Company shall have full power and authority to proceed according to the terms and conditions of said note and Mortgage deed in as full and complete a manner as if this agreement had not been made. nothing herein shall be construed to release or discharge the said George Piersol from liability upon said note or Mortgage deed this instrument being taken as collateral and additional security therefor. In Witness Whereof the said The Connecticut Mutual Life Insurance Company has by its duly authorized Secretary signed and sealed this instrument this 4th day of November A. D. 1890.

The Connecticut Mutual Life Insurance Company.

By Edward M. Bruce its Secretary.

Copy.

We hereby accept the within conditions upon which said extension is granted, and agree to carry out the provisions of this agreement: and if we fail in so doing in any respect we hereby authorize the holder of said notes and mortgage deed to proceed according to the provisions of said Mortgage deed the same as if the above agreement had not been made.

Signed in presence of

B. G. Bales.

Edward E. Cole.

George Piersol.

Abbie C. Piersol.



"Ex A."

The State of Indiana.

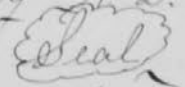
} S. S.

Marion County.

That 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 from 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.

Charles L. Holstein.

Sworn to by the said Charles L. Holstein before me, and by him subscribed in my presence. This 23rd day of February A. D. 1890.



Isaac E. Krokaw.

Notary Public Marion Co. Ind.

The State of Ohio. }
 In the Court of Common Pleas.
 Union County S.D.

The Connecticut Mutual Life Insurance
 Company, a Corporation. Plaintiff.
 Against
 George Piersol and Abbe Piersol
 his wife. Defendants.

Precept.

To the Clerk of Said Court:

Issue a Summons for said Defendants directed to
 the Sheriff of Union County, Ohio, and returnable according to law.
 Endorse: Action for Money, Sale of Mortgaged Lands, and Relief.
 Amount claimed, \$1750.00 with interest on \$1750.00 thereof at the rate
 of 8 per centum per annum from the 7th day of October 1894.
 Feby. 25th 1895.

The Connecticut Mutual Life Insurance Company.
 By J. H. Brinkade and Abolstein
 Barrett its Attorneys.

The following Summons was filed the 5th day of March A.D. 1895:

Summons The State of Ohio. }
 To the Sheriff of Said County.
 Union County

You are hereby commanded to notify George Piersol
 Abbe & Piersol his wife that they have been sued by The Connecticut
 Mutual Life Insurance Co. in the Court of Common Pleas of Union County,
 and must answer by the 30th day of March A.D. 1895, or the 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 March A.D. 1895.
 Witness my hand and the seal of said Court, this 26th day of February
 A.D. 1895.

J. M. Cornwell Clerk.

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

Sheriff's Fee	\$ 9.	Received this writ Feb 27 th A.D. 1895 at 9 o'clock A.M. and served same by delivering a true copy of this writ with the indorsements thereon to George Piersol personally and to Abbe Piersol by leaving a copy at their usual place of Residence on the 2 nd day of March 1895.
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Wm. G. Snodgrass Sheriff.

Entry
 No. 6883.

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The following Entry was filed the 12th day of April A. D. 1895.

Entry.
No. 6883.

The Connecticut Mutual Life Ins. Co. Plff.
v. s.
George Pierson et als. Defendants.

This cause now coming on for hearing on the petition of the Plaintiff and the evidence. The Court find that the defendants George Pierson and Abbie C. Pierson have been duly served with summons in this case, and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendant George Pierson on the notes set forth in the petition, with interest at eight per cent to the first day of this term, \$1821⁶⁵/₁₀₀. The Court further find that in order to secure the payment of said notes the defendants George Pierson and Abbie C. Pierson his wife executed and delivered to said The Connecticut Mutual Life Insurance Company the plaintiff, their certain Mortgage deed as in said petition described and on the premises therein described: that said mortgage was duly recorded in book 22 page 338 of the record of mortgages of Union County Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the Plaintiff recover from the defendant George Pierson the said sum of \$1821⁶⁵/₁₀₀ and Plaintiff's costs herein expended. And it is further adjudged and decreed that unless the defendant 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 at 8% from the 8th day of April 1895 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 executions, and report his proceedings to this Court for further order.

J. B. Sinkade. Atty for Plaintiff.

The following Order of Sale was Returned and filed May 6th 1895.

Order of Sale.

The State of Ohio }
Union County, S.S. } To the Sheriff of said County - Greeting,

Whereas, at a Court of Common Pleas, holden at the Court House in Mansville in said County of Union on the 12th day of April 1895. The Connecticut Mutual Life Insurance Company obtained a Judgment and Decree against George Pierson and Abbie C. Pierson his wife for the sum of Eighteen hundred and Twenty one and ⁶⁵/₁₀₀ Dollars and Nine and ⁶⁵/₁₀₀ Dollars, costs of suit. And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said George Pierson and Abbie Pierson his wife within three days from the 12th day of April A. D. 1895 pay unto the said Connecticut Mutual Life Insurance Company the said sum of \$1821⁶⁵/₁₀₀ Dollars, with interest from the 8th day of April 1895 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

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petition, &c. And whereas, the three days aforesaid have fully expired, ^{and} the said sum of \$1821 ⁰⁰/₁₀₀ Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record -

We therefore Command you, that you proceed, without delay, to appraise, admit 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 the Township of Mill Creek County of Union and State of Ohio, and known as a part of Virginia Military Survey No. 3006 described as follows viz: Beginning at a Stone (Beck and Sugar) South East corner of Daniel Andersons land in the center of an improved road, thence North 81° East 192 poles to a stone and small Ash, thence North 62° West 68 ⁰⁰/₁₀₀ poles to a stone, Thence South 81° West 204 ⁰⁰/₁₀₀ poles to a stone, in the center of said improved road thence with the center of the same South 17° East 70 poles to the beginning containing 84 acres and 150 poles.

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 the 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 24th day of April A. D. 1895.
J. N. Cosnell, Clerk.

The State of Ohio,
Union County, S.S.

Sheriff's Return.

Sheriff's Fees & Service Levy.	\$ 25	In obedience to the command of the Order of Sale hereto annexed, I did, on the 26 th day of April 1895 summon
Sum Appraisers Swearing, " " " " " "	25	I said Lane, George Shanawalt and Lafe Mullen.
Conveying " " " " " "	50	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
Writing Appraisal Copy of " " " " " "	25	Afterward, on the 26 th day of April A. D. 1895, 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 2819 ⁰⁰ / ₁₀₀ Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of
Notice to Printer Affidavit to Printer Writing Notice Mileage	25	Common Pleas of said County. And on the 1 st day of May 1895, I caused 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 1 st day of June A. D. 1895, at 1 o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit
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Sheriff's Land Appraisal.

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Answer And Cross Petition, George Now com To the

5 consecutive weeks: and in pursuance to said notice, I did, on said first day of June A. D. 1895, at the time and place above mentioned, proceed to offer said lands and tenements at public sale and then and there came A. C. Pierson who bid for the same the sum of \$ 2375⁰⁰ Dollars, and said sum being over two-thirds of the appraised value thereof, and said A. C. Pierson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of Twenty three hundred twenty five \$ 2375⁰⁰ Dollars
 Wm. G. Snodgrass, Sheriff.

The following Sheriff's Land Appraisal was filed the 27th day of April A. D. 1895.

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 Township of Mill Creek County of Union and State of Ohio and known as a part of Virginia Military Survey No. 3006 described as follows Viz. Beginning at a stone (Beech and Sugar) South East corner of Daniel Anderson's land in the center of an improved road thence N 81° E 193 poles to a stone and small oak thence N 65° W 68 ²/₁₀₀ poles to a stone thence S 81° W 204 ⁵/₁₀₀ poles to a stone in the center of said improved road thence with the center of the same S 17° E 70 poles to the beginning containing 84 Acres and 150 poles to be sold on an Order of Sale issued from the Court of Common Pleas of said County, in the action of The Connecticut Mutual Life Insurance Company Plaintiff against George Pierson and Abbie C. Pierson his wife Defendant do forthwith, After actual view of said premises, make return and say that the same are of the real value in money of 2846 ¹⁵/₁₀₀ Dollars.
 Given under our hands and seals, this 26th day of April A. D. 1895
 Appraised at \$ 33 ⁵⁹/₁₀₀ per Acre.

Isiah Lane.
George Hannanalt.
Lafe Mullen.



The State of Ohio, Union County, S. S.

I hereby Certify, That the within named Appraisers, Isiah Lane, George Hannanalt and Lafe Mullen are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 26th day of April A. D. 1895.

Wm. G. Snodgrass, Sheriff.

The following Answer and Cross Petition of Abbie Pierson was filed the 29th day of May A. D. 1895

Answer
And
Cross
Petition.

The Connecticut Mutual Life Insurance Company, Plff. } Court of Common
 v.s. } Pleas Union
 George Pierson, et al. Defendants. } County Ohio.

Now comes Abbie Pierson, one of the defendants herein, and for her answer to the petition filed herein by the plaintiff, says, she admits the

execution and delivery of the mortgage set up in plaintiff's petition. but that she is undebted as to the other facts alleged in said petition. And for her Cross-petition herein says, that the said defendant George Piersol is indebted to her on a promissory note executed and delivered to her by said George Piersol on the 17th day of July, 1888, which note called for the sum of \$250. due in three months from date. And bearing interest at the rate of 6% per Annum.

Also that the said George Piersol is indebted to her on his certain other promissory note given on the 30th day of September, 1890, for the sum of \$750, which note was due within a year from date, and bearing interest at the rate of 6% per Annum. A Copy of both of said notes are hereto attached and made a part hereof. She further says, that no part of said notes were ever paid and that there are no endorsements whatever on the same, and that she is still the owner and holder thereof.

That to secure the payment of said notes said George Piersol on the 11th day of March A. D. 1895, executed and delivered to her, his certain mortgage deed, thereby conveying to plaintiff, her heirs and assigns the following described real estate, to wit:

Situated in the County of Union,

Townships of Millcreek, State of Ohio, and the T. M. Survey, No. 3006 and bounded and described as follows: Beginning at a stone (Beech & Sugar) S. E. corner, of Daniel Anderson's land, in the center of an improved road, thence North 81° East, 192 poles to a stone and a small Ash; thence North 6 1/2° West 86 1/2 poles to a stone; thence South 81° West 204 1/2 poles to a stone in the center of said improved road; thence with the center of the same, South 17° East 70 poles to the place of beginning containing 84 Acres and 150 poles of land, and being the same real estate set forth and described in plaintiff's petition filed herein; and that said mortgage deed contained a condition in substance that if said George Piersol should pay, or cause to be paid said promissory notes, within 30 days from the date of said mortgage deed, then said mortgage deed should be void, otherwise to be and remain in full force and effect. And plaintiff said that by reason of the non-payment of said promissory notes and the interest thereon, the said mortgage deed had become absolute, that on the 12th day of March, A. D. 1895, at 10 o'clock A. M. said mortgage deed was delivered to the Recorder of said County for record and was by him duly recorded on the 22nd day of March, 1895, in Vol 35 Page 246, et seq. of the Records of Mortgages of said County. Plaintiff therefore prays that said mortgage may be foreclosed and that the priority of the several mortgages set up in this cause may be determined, the amount due to her upon said promissory notes, and that said premises may be sold, and the proceeds distributed according to law, and the priority of said mortgages, and all necessary and equitable relief, in the premises.

State of Ohio.

Delaware County.

Marriott and Hickman,
Attorney's for Abbie Piersol.

Abbie Piersol being duly sworn, says that the facts and allegations set forth and contained in her foregoing Answer and

Cross-

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Cross-petition are true as she verily believes
Sworn to before me and subscribed in my presence this 28th day of May
A.D. 1895.

Fee 40¢

Abbie Pierson.
Charles W. Knight,
Notary Public.

\$ 260

July 11th 1888.

"3 months after date I promise to pay to the order of A. B. Pierson or his heirs
Two hundred and fifty Dollars at 6 per ct. after maturity. Value received."
Signed: George Pierson.

Copy.

Sept. 3rd 1890.

One year after date promise to pay to the order of A. B. Pierson Seven hundred
and 50 Dollars at six per cent Annuum. Value received.
Signed Geo Pierson.

The following Proof of Publication was filed the 13th day of June A.D. 1895:
Sheriff's Sale.

J. B. Kirkhede, Attorney

Proof of
Publication.

The Connecticut Mutual
Life Insurance Company
vs.
George Pierson et al.

On Order of Sale.
In the Union County
Common Pleas Court.

By virtue of the aforesaid mentioned writ, from said Court, and to me directed,
I will offer at public sale at the North door of the Court House in Marysville
Union County, Ohio, on

Saturday, June 1st 1895.

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 Mill creek, County of Union, State of
Ohio, and bounded and described as follows known as a part of Virginia
Military Survey No 3006 described as follows, viz: Beginning at a Stone (Buck
and Sugar) Southeast corner of Daniel Anderson's land in the center of an
improved road: thence North 81° East 192 poles to a stone and small Ash;
thence North 62° West 68.50.100 poles to a stone; thence South 81° West 204 1/2
poles to a stone in the center of said improved road; thence with the
center of the same South 17° East 70 poles to the beginning, containing
84 acres and 150 poles. Appraised at \$33.50 per acre. Terms of Sale Cash.

Wm. G. Snodgrass Sheriff
Union County Ohio.

May 1st 1895.

The State of Ohio, Union County S. C.

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 1st 1895.

W. B. Shearn.

sworn to and subscribed before me, this 13th day of June 1895

J. N. Gosnell Clerk.

Printed Fees \$ 12.75

The following Entry was filed the 24th day of June A. D. 1896.

Entry
No. 6883.

Home Mutual Life Ins Co. } Common Pleas Court
v.s. } Union County Ohio.
George Pierson et al. } Entry on Cross Petition of Abbie Pierson.

This cause now coming on to be heard on the Cross-petition of the defendant Abbie Pierson and the evidence. The Court find that the defendant George Pierson is in default for answer and demurrer that the allegations of the Cross Petition are thereby confessed by him to be true, and the Court find that there is due to the defendant, Abbie Pierson from the defendant George Pierson on the Two Notes not up in her Cross Petition including interest to the 17th day of June 1896 the sum of Thirteen Hundred and Sixteen (\$1316⁰⁰) Dollars, and the mortgage herein set forth was given to secure the payment of said promissory notes and that it is a valid lien on said premises and that the conditions contained therein have been broken. It is therefore considered by the Court that the defendant Abbie Pierson recover from the defendant George Pierson (her co-defendant) the said sum of \$1316⁰⁰ and that said lands be sold as prayed, and that the defendant Abbie Pierson be paid the balance in the hands of the Sheriff and that she have a personal Judgment for the balance found due to her.

Afterward on the 28th day of June A. D. 1896 an Entry was made on the Journal by the Clerk of the Court.

Entry
No. 6883.

The Home Mutual Life Ins Co. Plff. }
v.s. } Entry.
George Pierson et als. Defs.

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 respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Abbie C. Pierson by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holder, in said premises so far as they may be paid herein, for the protection of his title: And a writ of possession is 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 by the Plaintiff to be entered on the record thereof, in the Office of the Recorder of Union County Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to \$2375⁰⁰ 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 \$44⁴⁶.
Secondly: The costs of this action Taxes at \$.

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Thirdly: To the Plaintiff The Connecticut Mutual Life Insurance Company the amount heretofore found due with interest to wit the sum of \$1858.⁴⁰
 Fourthly: To the defendant Abbie C. Pierson the amount heretofore found due her with interest to wit the sum of \$1316 and if there is not remaining in his hands sufficient to pay this last amount, then he shall apply whatever balance he may have thereon, after the payment of the first three items above mentioned, as a credit upon the amount due the said Abbie C. Pierson, from the defendant George Pierson.

And there still remaining due to the said Abbie C. Pierson the sum of \$ It is considered that she recovers the same from the defendant George Pierson and execution is awarded therefor.

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 State of Ohio before the Honorable John A. Rice Judge of said Court of the Term of April Term: on the 8th day of April in the Year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 28th day of June A. D. 1894 David Houston filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Sarah M. Brown et al to wit:

Petition

David J. Houston Plaintiff } Union County Court of
 v.s. } Common Pleas.
 Sarah M. Brown and Joshua }
 Brown Defendants. } Petition.

The plaintiff says the real estate heretofore mentioned situated in Mansville Union County Ohio constituted a part of his residence and home in which he and his family dwell and for more than twenty one years past has been enclosed, occupied and held in possession by the plaintiff and that under whom he holds the possession thereof continuously his hog pen and chicken pen are located in part on said premises and recently the defendants have been annoying and disturbing plaintiff by their threats to take from him said premises but instead of resorting to the Courts for the adjustment of their rights the defendants are now in the act of tearing down the fence on said premises and digging holes and setting posts in order to cut off said premises from the balance of plaintiff's premises in order to take permanent possession thereof and permanently exclude the plaintiff therefrom - the plaintiff says he has the exclusive right to the possession of said premises and the defendants have no right to the possession thereof and no right to interfere with plaintiff's possession of the same and their said acts are unlawful and violent and will disturb the peace and plaintiff simply to avoid violence and a breach of the peace has not defended his possession

against the defendants said wrongful acts - the defendants have no property liable to execution and the plaintiff will be unable by reason of the irresponsibility of defendants to recover of Defendants the damages done them as aforesaid. By defendants plaintiff says that he will be irreparably injured by the defendants if they be allowed to go ahead and carry out their said unlawful purposes and take said premises from the plaintiff's thereupon plaintiff prays for an injunction against the defendants restraining them from continuing their said unlawful acts and from interfering with plaintiff's use and occupation of said premises by the injunctions of this Court and that plaintiff's possession in said premises be quieted against the said defendants and that such other relief be granted them as law and equity requires the said premises are described as follows: a strip off the South side of our Lot (No 37) Number thirty seven of said Village of Marysville, Ohio, being all that part of said Lot 37 that was endorsed with Lot No 30. Aforesaid and excepted in the deed to defendant by W^{ms} Dill. of said Lot 37 - the strip is about one Rod wide -

Robinson ^{and} Woodburn. Atty for Plff.

The State of Ohio.

Union County.

David J. Gouster being first duly sworn says that the statements of the foregoing petition are true.

David J. Gouster.

Sworn to by said David J. Gouster and by him subscribed in my presence this 28th day of June 1894.

R. M. Brown Clerk of Court.

Clerk of Court Union County Ohio.

Please issue Summons directed to the Sheriff of Union County Ohio and endorse "Action to quiet possession to and for injunction against trespassing upon Plaintiff's homestead Property in Marysville Ohio" Injunction allowed.

Robinson ^{and} Woodburn.

Attorney for Plaintiff.

The following Order of Injunction was filed the 28th day of June 1894.

Order of Injunction

David J. Gouster Plaintiff.

v. s.

Sarah M. Brown ^{and} Joshua Brown. Defs.

Before the Probate Judge.

Motion for Temporary Injunction in The Court of Common Pleas.

Probate Court, Union County, Ohio.

And now on this 28th day of June 1894 came the plaintiff by Robinson ^{and} Woodburn his Attorneys: and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the Motion as aforesaid 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 described Plaintiff as far as the Court allowed according Pleas,

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Summons No 6754.

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Demurrer.

David Sarah

in this case to restrain the said defendant from trespassing upon the land described in said petition, and from interfering in any manner with Plaintiff's possession thereof and from disturbing the fences and other property thereon 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 injunctive allowed on said plaintiff giving an undertaking to the said defendants conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of \$200.00

James M. Campbell, Probate Judge.

Certificate of Copy — Probate Court.

The State of Ohio, Union County, S. S.

I James M. Campbell 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 testimony whereof, I have hereunto set my hand and affixed the seal of said Court at Marysville this 28th day of June 1894

James M. Campbell, Probate Judge.

The following Summons was issued the 28th day of June A. D. 1894.

Summons No 6754.

The State of Ohio, }
Union County, } To the Sheriff of Union County:

You are hereby commanded to notify Sarah M. Brown and Joshua Brown that they have been sued by David Courter 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 according to.

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 28th day of June A. D. 1894.
R. M. Gray, Clerk.

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

Sheriff's Fees.	\$	9.
Service and Return.		65
Milage		32
Copy		30
Total	\$	127

Received this writ June 28th A. D. 1894, 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 Sarah M. Brown and Joshua Brown personally on the 28th day of June 1894.

Wm. H. Snodgrass, Sheriff.

The following Demurrer was filed the 9th day of August A. D. 1894.

Demurrer.

David Courter Plaintiff.

Sarah M. Brown et al. Defendants.

In the Court of Common Pleas of Union County Ohio.
Demurrer. No. 6754.

no reason of ages head and from against unlawful possession That he said of our to 30. Lot P. H. at the presence Sheriff of duty in intiff. 1894. in least. 94 came made to Supreme Plaintiff argument allowed.

The defendants demur to the petition of the plaintiff, and for grounds of Demurrer say: That facts sufficient to authorize the granting, or issuing of said injunctions are not in the said petition contained.

W. W. Merchant and J. L. Cameron
Cameron, Attorneys for Defendants

The following Motion to vacate Injunctions was filed the 9th day of Aug 1894.

Motion to vacate Injunctions No. 6754.
David Bouter, Plaintiff.
v. S.
Sarah M. Brown et al. Defendants.

In the Court of Common Pleas of Union County Ohio
Motion to vacate Injunctions.

The defendants now come and move the Court here for an order vacating the injunctions heretofore granted in this case and for ground of their motion say:

First:

The facts stated in the petition are not sufficient in law to authorize the issuing of said injunctions, or the granting of the same.

Second:

The facts stated in the said petition are not true.

W. W. Merchant and J. L. Cameron
Cameron, Attorneys for Defendants.

The following Motion was filed the 9th day of August A.D. 1894.

Motion David Bouter, Plaintiff.
v. S.
Sarah M. Brown et al. Defendants.

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

The plaintiff will take notice that the defendants have filed with the Clerk of said Court a motion to vacate and dissolve the injunction heretofore granted in this case: which motion is upon the grounds.

First, that the petition does not contain sufficient facts to authorize the granting of said injunctions.

Second: that the facts set forth in said petition are not true.

On Tuesday the 11th day of September 1894 the defendants will call said motion up and ask a hearing upon the same. The defendants will support their said motion by affidavits and other evidence.

W. W. Merchant and J. L. Cameron
Attorneys for Defendants.

Service of the above notice acknowledged, this 8th day of August 1894.

Robinson and Woodburn
Attorneys for Plaintiff.

The following Entry was filed the 5th day of February A.D. 1895.

Entry David Bouter.
v. S.
Sarah M. Brown et al.

Common Pleas Court.
Union County Ohio.

This day this cause came on to be heard upon the

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Answer.
No. 6754.

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Demurrer of Defendant To Plaintiffs Petition and the Court being fully advised in the premises finds for the Plaintiff and overrules said demurrer - The said demurrer is therefore overruled and this case continued and leave granted to answer in thirty days
Robinson & Woodburn.

The following Answer was filed the 9th day of April A. D. 1895.

Answer.
No. 6754.

David Courter, Plaintiff, } In the Court of Common Pleas of
vs. } Union County Ohio.
Sarah M. Brown et. als. Defendants } Answer.

The defendants for answer to the plaintiff's petition say:

They deny each and every allegation and averment in the said petition contained except that defendants claim the right and ownership to all of lot No. 37. in said Village and as such owners, were at the time named in said petition lawfully attempting to fence and improve the same.

Second Defense and by way of Counter claim:

The defendants say that said lots No. 30. now owned by the plaintiff and said lot No 37. now owned by the defendant Sarah M. Brown, adjoin upon each other, that in the year 1891. the said lot No. 37. which has been previously forfeited for non payment of taxes, was sold by the proper authorities at Tax sale and the said plaintiff became the purchaser thereof paying therefor the sum of \$18.54 the said plaintiff on the 14th day of December 1891 secured from the Auditor of said County a certificate in due and legal form showing that the said plaintiff has purchased all of said lot No 37. at Tax sale, and requiring the Surveyor of said County to ascertain the boundaries of said land pursuant to law which said certificate purported to and did entitle the said purchaser at said Tax sale. To a deed for said land if the same was not as provided by law.

The Defendants say that said lands were not and the plaintiff held the said certificate until the 4th day of May 1894 when he represented to the defendants that by reason of said certificate he was the owner and entitled to a deed for all of said lot No 37. and to the possession of all of said lot and then and there on the said 4th day of May 1894. the plaintiff professed to and did sell and assign to the said Sarah M. Brown the said Tax sale certificate for which he the said plaintiff demanded and recovered from said Sarah M. Brown the sum of \$35.00 and then and there in writing upon said certificate the plaintiff assigned the same to said Sarah M. Brown, which assignment is to the words and figures following to wit:

Certificate of Sale Forfeited Land Lot No 37. Marysville Ohio Paris Twp. Dec 14th 1891. Cont. sold for \$18.54 certificate of transfer 10cts \$18.54
May 4th 1894 For \$35 I hereby assign all my right and interest in the within certificate to Sarah M. Brown
David Courter.

The defendants say: that at the time he so sold and assigned the said certificate to said Sarah M. Brown the said plaintiff represented to her

that the same would entitle her to a deed for, and the possession of all of said lot No 37. The Defendants say that after they had obtained said certificate from the plaintiff, and pursuant to his instructions and representations they presented the same to the Auditor of said County, and the Surveyor thereof, and on the 7th day of May 1894. the said Surveyor having ascertained the boundaries of said lands pursuant to said certificate prepared a deed for all of Lot No 37 to be made for said Sarah M. Brown and the same was duly executed by the Auditor of said County and delivered to the said Sarah M. Brown conveying to her all of said lot No 37. Said deed was duly recorded on the 24th day of May 1894. in Vol 72. page 43 of the records of said County.

The said plaintiff at the time he assigned and sold said certificate to the said Sarah M. Brown and made the representations aforesaid, made no claim to or reservation of any part of said lot No 37. and the defendants are that he is now estopped from making the same. The defendants deny that plaintiff is the owner of any part of said lot No 37, are entitled to the possession thereof and deny that they or either of them were doing or threatening to do any unlawful act at the time this suit was brought.

Wherefore the Defendants pray that said temporary injunction may be vacated and the defendants title to said lot No 37 be quieted and put at rest, and for all such other and further relief as may be just and the nature of the case require.

W. W. Merchant and Cameron and Cameron
Attorney's for Defendants.

The State of Ohio Union County S. S.

Brown being first sworn says the facts stated in the foregoing answer are true as Affiant believes

Joshua Brown.

Sworn to before me and signed in my presence this 7th day of April 1895.

J. W. Cornell Clerk.

The following Reply was filed the 10th day of April A. D. 1895.

David Goulet Plaintiff }
v.s. } Court of Common Pleas of
Sarah M. Brown et al Defendants } Union County Ohio.
Reply.

The Plaintiff in reply to Defendants answer says that it is true he held a Tax Certificate purporting to cover Lot 37 in said Village, and that he assigned the same to said Sarah M. Brown - but he says that the said Lot was erroneously placed on the Tax duplicate of said County in the name of William Dill, all of Lot No 37 aforesaid when in fact said Dill never owned all of said Lot but the Deed to the said Dill through which said Dill claimed title thereto contained the following claim in the description thereof - It is agreed however that no part of said Lot now in the possession of D. J. Goulet and Hainington is included in this deed - and that said Dill owned said Lot 37 except the part so

Entry No. 6754.

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excepted and the said Tax Certificate covered and was a Lien upon said Lot except the part so excepted from the deed to said Dill was conveying the same to said Wm. Dill was made by Nelson Dill and the conveying to Newton Dill was by deed made by R. Lansdown and the conveyance to said Lansdown was made by the heirs of Levi Brewster and the said Levi Brewster heirs conveyed the same as the heirs of R. L. Brown and in all of the deeds herein referred to the same exception as heretofore described was made in the description of the part of the Lot 37 so conveyed - and that said William Dill had no other title to said Lot 37 than is contained in said deed of Newton Dill to William Dill, that the said Tax Certificate and the said Auditor's Deed wrongfully and erroneously described all of said Lot 37 when in fact it should have covered Lot 37 except the part in the possession of D. J. Goulet and Harrington - that said D. J. Goulet is the same as the said Plaintiff.

The Plaintiff denies any and all representations as charged that said Certificate covered any part of Lot 37 aforesaid, not owned by said Wm. Dill and denies that he represented that it covered any part of said Lot that was in the possession of Plaintiff or that time or had been in Plaintiff's possession since 1871 or any part thereof Plaintiff further admits Lot 37 adjoins Lot 37 Plaintiff denies that said Certificate or that said Auditor's deed in the land in dispute or convey any title thereto and that the said

and Plaintiff denies any and all of the allegations of said answer except as herein stated - therefore Plaintiff prays for injunction as he asked for in his petition and for other proper relief.

Robinson & Woodburn, Attys for Plff.

The State of Ohio }
 Union County } s.d.

David J. Goulet being first duly sworn says the statements in the foregoing Reply are true as he believes

David J. Goulet.

Sworn to before me and subscribed in my presence this 10th day of April 1895-

J. N. Gosnell, Clerk.

Afterward on the 16th day of April A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6754.

David Goulet }
 vs }
 Sarah A Brown et al. }

This day this cause came on to be heard upon the Pleadings and Evidence, and the Court being fully advised in the premises find that said Injunction ought to be dismissed and the same is hereby dismissed at Plaintiff's cost - and the Court further find that defendant's have no title to the land in dispute and the prayer in their third Petition is dismissed and the parties are left to their remedy at Law.

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 April Term: on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that hereupon writ on the 11th day of August A. D. 1894 A. R. Aldrich filed in the Clerk's office of the said Court of Common Pleas the following Petition against Oliver Robinson writ:

Petition No. 6776.

A. R. Aldrich Plaintiff } Court of Common Pleas
v.s. } Union County Ohio
Oliver Robinson Defendant } Petitioner.

First Cause of Action: The plaintiff alleges that on the 25th day of April 1894 said defendant made and delivered to the plaintiff a promissory note of which the following is a copy.

On or before July 1st 1894 for value received I promise to pay to A. R. Aldrich or Bearer (\$100) One Hundred and Seventy five Dollars bearing 8% interest.

Signed Oliver Robinson.

April 25th 1894.

No part thereof has been paid and there is now due thereon from the defendant to the plaintiff the sum of One Hundred and Seventy five Dollars with 8% interest from April 25th 1894 to present date which equals Five ¹⁰⁰/₁₀₀ Dollars principal and interest together amounts to One Hundred and Seventy Nine ¹⁰⁰/₁₀₀ Dollars at present date.

Second Cause of Action. The plaintiff alleges that on the 17th day of May 1894 said defendant borrowed of the plaintiff the sum of Five Hundred Dollars to be paid on or before July 1st 1894 with 8% interest.

No part thereof has been paid, and there is now due on this second Cause of Action from the defendant to the plaintiff the sum of Five Hundred Dollars with 8% interest from May 17th 1894 to present date which equals Nine ³³/₁₀₀ Dollars making total due from the defendant to the plaintiff on this second cause of action the sum of Five Hundred and Nine ³³/₁₀₀ Dollars.

And there is now due from the defendant to the plaintiff on both First and Second Cause of Action the sum of Six Hundred and Eighty Eight ⁴³/₁₀₀ Dollars with interest at 8% from the 10th day of August 1894 for which, with costs of suit, he prays judgment.

State of Ohio }
Clerk do. } S.S.

I A. R. Aldrich plaintiff in the above entitled action do solemnly swear that I believe the facts stated in the foregoing petition to be true.

A. R. Aldrich.

Summoned No. 6776.

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Sworn to before me and signed in my presence August 11th 1894
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 Notary Public.

The following summons was filed the 18th day of August A.D. 1894.

Summons
 No. 6776.

The State of Ohio }
 Union County. } To the Sheriff of Union County:

You are hereby commanded to notify Olive Robinson that she has been sued by A. B. Aldrich 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. N. Gonnell Clerk.

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

Sheriff's Fee.	40 ¢
Service & Return.	25
Milage.	1.60
Copy.	15
Total.	\$2.00

Received this writ August 11th A.D. 1894, at 5 o'clock P. M. and served same by not found in my County.

Wm. G. Snodgrass, Sheriff.

The following summons was filed the 1st day of September, A.D. 1894.

Summons
 No. 6776.

The State of Ohio }
 Union County. } To the Sheriff of Hamilton County.

You are hereby commanded to notify Olive Robinson that she has been sued by A. R. Aldrich 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. N. Gonnell Clerk.

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

Sheriff's Fee.	40 ¢
Copy.	40
W & P.	15
Total.	\$65

Received this writ August 29th A.D. 1894 at 10 o'clock A. M. 1894 September 1st the within named defendant not found.

R. M. Archibald Sheriff of
 Hamilton County Ohio

The following Affidavit for Attachment was filed the 1st day of October 1894.

A. R. Aldrich, Plaintiff. } Court of Common Pleas, Union Co.
v.s. }
Oliver Robinson and others, Defendants. } Affidavit for Attachment.

Affidavit }
For }
Attachment. } The State of Ohio }
Union County. } S.D.

A. R. Aldrich the plaintiff herein makes oath that he has commenced an action in this Court against Oliver Robinson and others and that the said Oliver Robinson is a non-resident of the State of Ohio that said action is for the recovery of money upon a promissory note and upon an account for money loaned. That said claims are just: that the amount which this affiant believes he ought to recover in said action is the sum of \$175⁰⁰ with 8% interest from April 26th 1894 and the sum of five hundred dollars (\$500⁰⁰) with 8% interest from May 17th 1894. That said claims are just: that said Oliver Robinson has property in this Union County, liable to attachment in this action, and that the same is not exempt from attachment levy and sale on execution under the laws of the State of Ohio.

That the above named affiant A. R. Aldrich swears that the facts stated in the foregoing Affidavit are true.

A. R. Aldrich.

Sworn to before me and signed in my presence this 1st day of October 1894.

J. N. Gosnell, Clerk of Court.

The following Order of Attachment was filed the 6th day of October A.D. 1894.

Order of Attachment }
The State of Ohio }
Union County, S.D. } Court of Common Pleas.

A. R. Aldrich, Plaintiff. }
v.s. } To the Sheriff of Union County Ohio.
Oliver Robinson, Defendant. }

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant Oliver Robinson in the S. D. Robinson farm in your County not exempt by law from being applied to the payment of the claims of the plaintiff A. R. Aldrich or so much thereof as will satisfy his claims for \$175⁰⁰ with 8% from April 26th 1894 + for \$500⁰⁰ with 8% from May 17th 1894 and also for \$100⁰⁰ Dollars the probable cost of this action.

You will make due return of this order on the 16th day of October A.D. 1894. Witness my hand and the Seal of said County this 1st day of October A.D. 1894.

J. N. Gosnell, Clerk.

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Office, Sheriff, Union County, Ohio.

Oct 1st A.D. 1894.

Received this Order on the 1st day of Oct A.D. 1894 and in obedience to the command thereof, I did on the 2nd day of Oct A.D. 1894, in the presence of John Douglas and John G. Nicol two freeholders of said County, attach the property described in the Schedule Marked "A" hereto attached and made part of this return; and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A."

Given in attachment all the interests of Oliver Robinson in the following real estate Tract in Darby Township Union County Ohio in Survey No 34 & D. Beginning at 2 Rock and Elm corner land sold to Wm Robinson thence S 3/4 E with James Robinsons line 236 poles to Sugar and ironwood in said Robinsons line thence N. 37 1/2 W. 64 poles to two Hickories and Oak thence S. 53 1/2 W. 26 poles to 2 Rock and 2 Water Beeches thence S. 37 1/2 W. 63 3/4 poles to an Oak, Dog wood and Hickory thence S 53 1/2 W. 210 poles to a Hickory and 2 Sugars thence S. 37 1/2 E. 130 1/2 poles to the beginning containing 182 acres more or less known as the S.D. Robinsons farm.

Schedule "A."

We, Wm G. Snodgrass Sheriff of Union County, and John Douglas and John G. Nicol, two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of Oliver Robinson at Forty dollars per acre and hereinafter described as follows, viz:

Given under our hands this 2nd day of October A.D. 1894.

Wm G. Snodgrass, Sheriff.
John Douglas
John G. Nicol.

The following Receipt was filed the 1st day of October A.D. 1894.

A. R. Aldrich, Plff. } Court Common Pleas
v.s. } Union County Ohio.
Oliver Robinson et al. Defs. } Receipt.

To Clerk:

Issue Summons to Phillip Snider and Farmers Bank in a law cause directed to Sheriff of Union County Ohio returnable according to Law.
Perry and Johnson.
Attorney's for Plaintiff.

The following Summons was filed the 4th day of October A.D. 1894.

Summons.

The State of Ohio }
Union County. } To the Sheriff of Union County:

You are hereby commanded to notify Phillip Snider and

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Farmers Bank that they and et al have been sued by A. R. Aldrich in the Court of Common Pleas of Union County, and what answer by the 8th 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 15th day of October A.D. 1894.

Witness my hand and the seal of said Court, this 15th day of October A.D. 1894.

J. N. Gosnell, Clerk.

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

Sheriff's Fee	\$ 2.
Service & Return	60
Milage	32
Copy	30
Total	\$ 124

Received this writ October 15th A.D. 1894 at 2 o'clock P.M. and served same by delivering a true copy of this writ with the endorsements thereon to the within named Philip Snider and to the Farmers Bank by delivering a copy to Charles Southard who is Cashier of the Farmers Bank on the 4th day of October 1894 personally.
 Wm. G. Snodgrass Sheriff.

The following Waiver of Summons was filed the 16th day of October A.D. 1894.

Waiver. A. R. Aldrich } Court of Common Pleas.
 v.s. } Union County Ohio.
 Oliver Robinson.

I hereby waive the issuing of process and service by summons and enter my appearance in the above case this 8th day of October A.D. 1894.
 Oliver Robinson.

The following Answer of Defendant Philip Snider was filed Oct 17th 1894.

Answer No. 6776. A. R. Aldrich Plaintiff } Court of Common Pleas, Union County Ohio.
 v.s. } Answer and Cross Petition of
 Oliver Robinson et al D.f.t. } Philip Snider, Defendant.

Now comes Philip Snider one of the defendants herein and answering says that he has no knowledge or information concerning the matters alleged in the petition sufficient to enable him to form a belief respecting them and therefore denies the same. This answering defendant says that on Monday the 11th day of December 1893, the said lands attached by the Sheriff of Union County Ohio and fully described in the return of said Sheriff on order of attachment in this action, and known as the O. D. Robinson farm of 106 acres in Survey No 3682 and 77 1/2 acres in Survey No 3482, were by Sam A. Henderson, Auditor of Union County Ohio, sold to this defendant Philip Snider the same being then forfeited to the State of Ohio for non-payment of Taxes, for the sum of \$299³⁰/₁₀₀ on the 106 acres in Survey 3482, making the total sum paid by this defendant of \$395²³/₁₀₀ for which sum together with fifty per centum thereon as provided by law \$197⁶¹/₁₀₀ making total of \$592⁸⁴/₁₀₀ with interest thereon from said

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11th day of December 1893 this defendant claims as a valid and subsisting first lien on said premises, and prays the Court to allow the same, and that if said property be sold his said claim be first satisfied out of the proceeds thereof.

J. H. Kinkade, Attorney for Defendant Philip Snider.

State of Ohio, Union County, S.S.

Said defendant Philip Snider being duly sworn says that the foregoing answer is as he truly believes true.

Philip Snider.

Sworn to and subscribed before me this 11th day of October 1894.

J. N. Gosnell, Clerk.

The following Supplemental answer of Defendant Philip Snider was filed Jan 14th 1895.

Answer No 6776.

A. R. Aldrich Plaintiff. } Court of Common Pleas
v.s. } Union County Ohio.
Oliver Robinson et al Defendants. } Supplemental answer of Deft. Philip Snider.

Now comes Philip Snider one of the defendants herein and for further answer in this case, says that since the filing of his answer in this case to wit on the 21st day of December 1894, he had paid the further sum of \$233.50 as taxes upon the lands attached in this action, and described in the return of the Sheriff on his order of attachment herein to wit the tax for the first half of the year 1894, due Dec 20th 1894 upon said lands in said return described, being 156 acres in survey No. 3683 and 77 1/2 acres in survey No. 3482, and known as the S. D. Robinson farm in Darby Township Union County Ohio. that this defendant therefore claims that said \$233.50 tax paid by him is also valid and subsisting first lien on said premises and prays the Court to allow the same with interest from Dec 21st 1894 in addition to the amount claimed in his answer herein and such other and further relief as he may be entitled.

J. H. Kinkade, Attorney for Defendant and Snider.

State of Ohio, Union County, S.S.

Said Defendant Philip Snider being duly sworn says that the facts stated in the foregoing pleadings are true.

Philip Snider.

Sworn to and subscribed before me this 12th day of January 1895.

W. W. Muchant.

Notary Public.

The following Entry was filed the 21st day of January A. D. 1895.

Entry.

A. R. Aldrich Plaintiff. } Entry.
v.s. }
Oliver Robinson et al Deft.

This day Philip Snider defendant obtained leave of the Court to file a supplemental answer herein, same filed.

Afterward on the 9th day of April A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
No. 6776.

A. K. Aldrich.

v.s.

Oliver Robinson.

Now come the plaintiff and the defendant in this case. And upon the trial by Jury and submit this case to the Court whereupon the Court being fully advised in the premises do find for the plaintiff and against said defendant and find that there is due on this 8th of April 1895 from said Oliver Robinson to said A. K. Aldrich on his first cause of action the sum of \$175.00 principal and \$13.49 interest and in the second cause of action \$5.00 as principal and \$26.00 interest making a total of seven hundred and fifteen and 40/100 dollars.

It is therefore considered and adjudged by the Court that the said plaintiff recover of the said defendant Oliver Robinson said sum of seven hundred and fifteen and 40/100 dollars together with his costs herein expended. Faced to \$ and on \$175.00 of this judgment debt is to pay eight per cent interest and on the remainder three six per cent interest from April 1st 1895.

And as to the claims of Phillip Snider for Tax Lien this case is post-poned for further order and as to the Lien of the Farmers Bank this case is post-poned for further action of the Court and the Court do sustain the attachment issued in this case and find the plaintiff's lien on the land signed by the Sheriff on his writ of attachment dated from October first 1894 as shown by the levy and return on said writ and therefore it is ordered and decreed by the Court that said Sheriff proceed according to law to sell on an order to be issued by the Clerk for that purpose. All the interest of said Oliver Robinson in the land levied on in said writ of attachment as therein described if the said defendant fail for thirty days to pay said judgment and interest and costs.

Witness
J. N. Gornall
Clerk.

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Pleas 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 April Term: on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that herefore Term on the 2nd day of March A.D. 1895 Stevenson Burke filed in the Clerk's Office of the said Court of Common Pleas the following Petition in Error against Joseph & Smart.

Petition in Error.	Stevenson Burke, President of the Toledo & Ohio Central R.R. Co. Puffin Buss.	} Court of Common Pleas Union County State of Ohio.
	Joseph & Smart. Deft. in Error.	

The plaintiff in error Stevenson Burke complains of the said defendant in Error Joseph & Smart for that he says said defendant on the 23rd of Feb'y 1895 before A. G. Knop Justice of the Peace of Liberty Township of said County of Union State of Ohio obtained a Judgment against Plaintiff in Error for the sum of thirty two dollars damages and 8 cents of suit - which judgment remains unpaid and unreversed. The plaintiff in error says there is error in the said judgment as will appear by the record thereof shown by the transcript thereof of said Justice of the Peace hereto attached and made part hereof and by the copy of the summons hereto attached left with C. Wells, Clerk.

1st No bill of particulars showing a cause of action against Stevenson Burke was filed in said case.

2nd No bill of particulars showing a cause of action against any one was filed in said case.

3rd No notice of summons was issued or served on plaintiff in Error and he was not a party to said proceedings and did not enter his appearance or waive summons therein.

4th The said Justice of the Peace had no jurisdiction of the party plaintiff in Error and had no authority to render said judgment.

5th Said judgment and proceedings are otherwise defective and erroneous and should be set aside and reversed. Therefore plaintiff in Error prays judgment against said Joseph & Smart that said judgment be reversed and he be restored to that which he has lost by reason thereof.

Robinson W. Woodburn.
Attorney for Plaintiff in Error.

The following Summons was filed the 7th day of March A. D. 1895:

Summons.
No. 6887.

The State of Ohio Union County.	} To the Sheriff of Union County.

You are hereby commanded to notify Joseph & Smart that he has been sued by Stevenson Burke, in the Court of Common Pleas of Union County, and must answer by the 30th day of March A.D. 1895, or the 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 March A.D. 1895. Witness my hand and the seal of said Court, this 2nd day of March A.D. 1895.
J. N. Cornell, Clerk.

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

Sheriff's Fee.	2	Received this writ March 2 nd A.D. 1895 at 4 o'clock P.M. and served same by handing a true copy of this writ with the indentments thereon to Joseph E. Smart on the 7 th day of March 1895. personally.
Sum & Return.	50	
Milage	32	
Copy.	15	
Total	99	

Wm. L. Snodgrass, Sheriff.

Afterward on the 11th day of April A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6887.

Stennison Burke }
v.s. }
J. E. Smart.

This day came on this cause to be heard on the petition in error whereupon the Court being fully advised in the premises do find there is error in said record and that said Judgment should be reversed. Wherefore it is considered and adjudged by the Court that the said Judgment be reversed and that Plaintiff in Error recover of defendant the costs of this proceeding and the Court do further dismiss said Cause of J. E. Smart against Stennison Burke.

Whereupon said Cause is dismissed by the Court at the costs of said J. E. Smart. Whereupon it is considered and adjudged by the Court that said J. E. Smart pay the costs of this proceeding Forth To \$.

Attest
J. N. Gosnell
Clerk

Pleas 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 April Term: on the 8th day of April in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that hereofore writ on the 6th day of April A.D. 1895 John A. Stall filed in the Clerk's Office of the said Court of Common Pleas the following Petition against James M. Gray et al. to wit.

Petition No. 6900.

John A. Stall, Plaintiff }
Against }
James M. Gray, Samantha }
M. Gray, Morgan, Savage, Mrs }
J. Robinson, Margaret R. Boeing, }
Mary Fuller, Rebecca King }
& Ella Dodge, Defendants.

In the Court of Common Pleas of Union County Ohio.

Petition to quiet title.

Plaintiff says:

That he is the owner of the legal title to, and is now in possession of the following premises, viz: Situate in the Village of New Dore, Union County, Ohio. Being all of Tr Lot Number

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Summons
No. 6900.

Thirty Seven (37). For a more definite description of said In Lot reference is hereby made to the recorded plat of said Village in the Office of the Records of said Union County Ohio. That on the 3rd day of July 1866 said Lot was conveyed to Adam Kichly, Thomas Alford and Morgan Savage as Trustees of the Baptist denomination for the purpose of holding the same in trust for the use of the Baptist denomination until a Baptist Church should be organized in the Village of New Dove, Union County, Ohio and then to be deeded to said Church. That afterward a Baptist Church was organized in said Village of New Dove and a Church building was erected upon said Lot, and the same was used and occupied by said Baptist Church society at said Village of New Dove as a place of public worship. That afterward about the year 1883 said Church building was destroyed by fire, and said Lot was abandoned by said Baptist Church Society. That the members of said society held a meeting and decided to sell said Lot by a Resolution duly entered on the minutes of said Church Society. That acting under and by virtue of said Resolution the said defendants Morgan Savage and James M. Gray as Trustees of said Society, and successors in office to the said Grantors heretofore mentioned executed and delivered to James Thompson a deed of General Warranty for said Lot. Said James Thompson afterward died and said Lot was sold at Partition sale to Eruby Thompson, a son of said James Thompson who afterward sold and conveyed same to Plaintiff. Said defendants are the sole surviving members of said Baptist Church Society of New Dove, Union County, Ohio and are the only persons who are in any wise interested in said Lot, other than Plaintiff. Said deed from said Trustee to said James Thompson aforesaid was irregular in not having been ordered to be made by the Court as required by Statute. The purchase money for said Lot was paid by said James Thompson to said Trustees and was by them paid out by order of said defendants.

Plaintiff therefore prays that his title to said premises be quieted by order of this Court the same as if said deed had been originally ordered by said Court, and for all other proper relief in the premises.

John M. Brodrick,
Attorney for Plaintiff.

The State of Ohio }
County of Union. } S. S.

John G. Stall, the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are, as affiant believes, true.

John G. Stall,
Sworn to by said John G. Stall before me, and signed by him in my presence this 6th day of April A. D. 1895.

J. Edelblute, J. P.

The following Summons was filed the 22nd day of April A. D. 1895.

Summons.
No. 6900.

The State of Ohio }
County of Union. } To the Sheriff of Union County:

You are hereby commanded to notify James B. McGray, Samantha McGray, Morgan Savage, Mrs J. Robinson, Margaret R. Boring, Mary Miller, Rebecca King and Ella Dodge. That they have been sued by John G. Stall to quiet title to In Lot No. 37 in the Village of New Dove.

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Union County Ohio, in the Court of Common Pleas of Union County and must answer by the fourth day of May A.D. 1895, or the 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 April A.D. 1895. Witness my hand and the seal of said Court this 6th day of April A.D. 1895.

Service and Return. \$3.00

J. Edelblute.

J. N. Gosnell, Clerk.

We the undersigned Defendants hereby waive service of the within summons and enter our appearance herein this 6th day of April, M. B. Boine, Morgan Savage, James C. M^r Gray, Samantha M^r Gray, Mary Miller, Mary A. Robinson, Ella Dodge, Rebecca King.

Hereafter on the 17th day of June A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
No. 6900.

John K. Stall }
vs. } Entry.
James C. M^r Gray et al. }

This day this cause came on for hearing on the petition and the evidence and the Court find that all of said defendants were legally served with summons herein and are in default for answer or demurrer to said petition.

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 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 John K. Stall to all and singular the premises in the petition described, to wit: Situate in the Village of New Dorce, Union County, Ohio, being all of Ex-Lot Number Thirty Seven (37). For a more definite description of said Ex-Lot reference is hereby made to the recorded plat of said Village in the office of the Recorder of said Union County Ohio, &c. 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 K. Stall, his heirs or assigns thereof.

It is further ordered that the plaintiff pay the costs herein taxed at \$ and execution is awarded therefor.

Proclaim for Plff.

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J. N. Gosnell

Clerk.

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Edward Hoff
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Pleas continuance and held at the Court House in Mansville within and in the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the Term of April Term: on the 8th day of April in the Year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 18th day of February A. D. 1895 Michigan Mutual Life Ins Co filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Edward Koffoth et al to wit.

Michigan Mutual Life Insurance Company, a Corporation duly organized and existing under the Laws of the State of Michigan. Plaintiff.

Court of Common Pleas.
Union County, Ohio.

v.s.

Petition.

Edward Koffoth & Will J. Dusenbury. Defendants.

The plaintiff Michigan Mutual Life Insurance Company represents that it is a corporation duly organized and existing under the laws of the State of Michigan, and having its home office and principal place of business in the City of Detroit in the State of Michigan. That on or about the 25th day of April A. D. 1887 in order to secure the payment of the promissory notes hereinafter described Richard W. White (a widow) executed and delivered to this plaintiff Michigan Mutual Life Insurance Company, a certain mortgage-deed of that date, thereby conveying to said plaintiff and its successors and assigns hence the following described lands and tenements situate in said County of Union, to wit: All those certain pieces or parcels of land situate in the Township of Blairmore, County of Union, and State of Ohio, known and described as follows, to wit:

Part of Virginia Military Survey Number 7009. Beginning at a stone (in place of an Ash or Gum) North west corner to E. G. Barry's land in the Stone Point Grand Road, thence with the Northernly line of said land North seventy-three and 2/3 (73 2/3) degrees East one hundred and forty-three and 2/3 (143 2/3) poles to a stake in the West line of John Street's land, thence with said line North seven and 1/2 (7 1/2) degrees West eighty-two (82) poles to a stake in the line of Elias Kyle's land, thence with said line and the line of Joseph N. Rodgers' land South seventy-four and 1/4 (74 1/4) degrees West one hundred and five and 1/2 (105 1/2) poles to a stake corner to Joseph N. Rodgers' land, thence with a line of said land South to the center of the present channel of Fulton Creek, thence up said channel to the center of a stake in the East line of the lands conveyed by Phillip Plummer to Abraham Taylor October 6th 1841, thence with said line North twelve and 3/4 (12 3/4) degrees West to a stone (in place of a buckeye and water brick) Northeast corner to said lands, thence with the North line of said lands South eighty-three and 2/3 (83 2/3) degrees West seventy-six (76) poles to a stone (in place of a sugar tree and buck) North west corner to said lands, thence with the West line of the same South fifteen (15) degrees East sixty-four and 3/4 (64 3/4) poles to a stone corner to Elias and Julia Johnson's lands, thence with their North line North eighty-three and 2/3 (83 2/3) degrees East seventy-four and 2/4 (74 2/4) poles to a stone in the East line of said lands conveyed by Phillip Plummer to Abraham Taylor, thence with said line South twelve and 3/4 (12 3/4) degrees East fifteen and 1/2 (15 1/2) poles to the place of beginning, containing ninety eight and one-half (98 1/2) acres, more or less, which said mortgage-deed executed and

delivered, as aforesaid, had a condition therein written, which among other things, provided as follows:

That if the said party of the first part shall and do well and truly pay or cause to be paid to the said party of the second part, at its Home Office, in Detroit, Michigan, the sum of Three Thousand Dollars, at the expiration of five years from the date hereof, with interest thereon, payable semi-annually, at the rate of seven per cent, per annum, until due, and on all over due principal and interest at the rate of Ten per cent, per annum, payable semi-annually from the time it becomes due until paid, according to the tenor and effect of eleven certain promissory notes, ten of said notes being for interest, and one for principal, and all bearing even date herewith, executed by the said Richard H. White to said party of the second part, to which these presents are collateral, and shall also pay, or cause to be paid, all the taxes or assessments, of what ever nature, which may be levied upon said premises above described, as soon and as often as the same may become due and payable; so long as this mortgage remains unpaid (and in case the said party of the first part shall fail to pay taxes as aforesaid, the said party of the second part may pay taxes, and all money paid for taxes, may be added to the amount secured hereby, payable forthwith and with the same rate of interest, and shall be treated as a part of the money payable on this mortgage), and shall further keep and perform all covenants and agreements herein made, then these presents and said promissory notes shall cease and be null and void.

That the party referred to in the above condition as "party of the first part" is said Richard H. White, and the party referred to in said condition as "party of the second part" is the plaintiff, Michigan Mutual Life Insurance Company.

That said mortgage deed was on the 29th day of April, A. D. 1887 at 4:23 o'clock P.M. recorded in the office of the County Recorder of said Union County, Ohio, and was afterwards duly recorded by said Officer in Liber number 34 page 288. It appears of the mortgage records for said Union County, and plaintiff avers that the same is a valid, subsisting, and excepting taxes, the first and best lien on the real estate herein before described, excepting the portion thereof herein after described, as being free from said lien.

That the principal note for Three Thousand Dollars, referred to in the Condition above set out, is in the words and figures following, To wit:

\$3000.

Detroit, Michigan, April 26th 1887.

On the Twenty-fifth day of April, 1887, I promise to pay to the order of Michigan Mutual Life Insurance Company, the sum of Three Thousand Dollars at the Home Office, of said Company, at Detroit, Michigan, value received, with interest after maturity, at the rate of Ten per cent, per annum, payable semi-annually, until this note is paid. This note is secured by Mortgage of even date herewith, made by me, to the said Michigan Mutual Life Insurance Company.

Correct.

Richard H. White.

And that the ten interest notes referred to in said condition, were each of the same date and form as said principal note above set out, said interest notes being each for the sum of One hundred and five dollars each

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made payable to said Michigan Mutual Life Insurance Company. The first of said series of ten notes falling due on the 26th day of October, A.D. 1887, and one of said interest notes falling due on the 26th day of each April and October thereafter, until the 26th day of April, 1892, on which date the last of said interest notes, as well as said principal note, by their terms, became due and payable.

That the first eight of said ten interest notes have been fully paid; that there had been paid on the ninth and tenth of said series of ten interest notes the sum of Eighteen dollars and ninety cents (\$18.90), which payments were both made on the 16th day of January A.D. 1890. There was paid on said principal note for Three Thousand Dollars, the sum of Five Hundred and Forty Dollars (\$540.00) that said ninth and tenth interest notes, as well as said principal note for Three Thousand Dollars, are, and have been, long past due, and that said three unpaid notes, overdue as aforesaid, are still wholly unpaid, except as above stated; that by reason of the failure of said Richard H. White, to pay, or cause to be paid, said ninth and tenth interest notes, and by reason of his failure to pay, or cause to be paid, said principal note for Three Thousand Dollars, as and when said unpaid notes by their terms became due, the condition in said mortgage-deed contained, has been broken, said mortgage has become absolute and ought to be foreclosed. And plaintiff avers that no other payments, than those above stated, have been made on said two unpaid interest notes, or on said principal note.

Plaintiff further represents that said principal note for Three Thousand Dollars above set out, together with said ten interest notes above described, represent a loan made by this plaintiff to said Richard H. White on said 26th day of April, A.D. 1887; that said Richard H. White had, prior to the making of said loan, made written application to this plaintiff at its Home Office in the City of Detroit, in said State of Michigan, for a loan of Three Thousand Dollars on the real estate above described; that said plaintiff made said loan to said Richard H. White, and took the mortgage above stated to secure the payment of the same, together with the interest to accrue thereon; that all the terms and conditions of said loan, as well as the terms of said mortgage, taken to secure the payment of the same, as aforesaid, were by this plaintiff and said Richard H. White agreed upon at said Home Office of this plaintiff, in said City of Detroit; that in the making and execution of said mortgage and said notes secured thereby, said Richard H. White agreed to pay and discharge each and all of said notes, together with the indebtedness evidenced thereby, at the Home Office of this plaintiff, in said City of Detroit. And plaintiff avers that said Richard H. White, in negotiating said loan, contracted in good faith with it, and agreed to be governed and controlled in the payment of said mortgage indebtedness by the laws of the said State of Michigan, relating to interest upon money, and the execution of notes, mortgages, and other written contracts in reference thereto; that the interest laws of the said State of Michigan, in force at the time of making said loan, and the execution and delivery of said notes were as follows: Sec. 1594. The interest of money shall be at the rate of seven dollars upon one hundred dollars, for a year and at the same rate for a greater or less sum, and for a longer or shorter time, except that in all cases it shall be lawful for the parties to stipulate in writing for the payment of any rate of interest not exceeding ten per cent. per annum. Sec. 1599. That when any installment of interest upon any note, bond, mortgage, or other written contract shall have become due, and the same shall remain unpaid, interest may be computed and collected on any

such installment so due and unpaid from the time at which it became due, at the same rate as specified in any such note, bond, mortgage, or other written contract, not exceeding ten per cent; and if no rate of interest be specified in such instrument, then at the rate of seven per centum per annum; Plaintiff further represents that there is due and owing to it on said two unpaid interest notes and said unpaid principal note, and on said mortgage securing the same, the sum of Thirty-two Hundred and Ten dollars (\$3210.00), with interest on Thirty and Hundred and Five dollars (\$3105.00) thereof, from the 26th day of April, A.D. 1892, at the rate of Ten per cent, per annum, payable semi-annually until paid; and interest on One Hundred and Five dollars (\$105.00) thereof, from the 26th day of October, A.D. 1891, at the rate of Ten per cent, per annum, payable semi-annually until paid; said sum of Thirty-two Hundred and Ten dollars (\$3210.00) with interest as aforesaid, being subject, however, to a credit of Five Hundred and Seventy-seven dollars and Eighty cents (\$577.80) with interest thereon, from the 16th day of January, A.D. 1890, at the rate of Ten per cent, per annum, payable semi-annually until paid. That on or about Dec 5th 1888 said Richard H. White then unmarried by deed duly executed and delivered, sold and conveyed subject however to said mortgage to one J. W. Dusenbury, all his right title and interest unto the lands and tenements described in said mortgage, and heretofore described that on or about Dec 4th 1889, said J. W. Dusenbury & wife by deed duly executed and delivered, sold and conveyed to one Elias Kyle the following described lands and tenements, being a part of the real estate heretofore described, to wit: situate in Glauburne Tp. Union County, Ohio, and beginning at a stone in double Elm tree Northeast corner to lands of R. H. White thence with his North line South 76° West 53 7/10 rods to a stone in corner to Elias Kyle's land, thence South 26 1/2° East 45 rods to the center of Fulton Creek at the Junction of the County Ditch with said Creek thence with the center of said Ditch South 20 1/2° West 43 7/10 rods to a stake in said White's South line thence with White's South line North 76 1/2° East 69 7/10 rods to a stake in West line of a 14 acre Lot heretofore deeded to Elias Kyle; thence with the West line of said 14 acre Lot North 16° East 81 7/10 rods to place of beginning containing 28 3/4 acres, which deed is Deed Book No 64 page 349¹ Recorder's office Union County Ohio, and said mortgage is no longer a lien on said 28 3/4 acres so sold to said Elias Kyle. That on or about Oct 1894 said J. W. Dusenbury together with his wife Ada W. Dusenbury, by quit claim deed duly executed and delivered sold and conveyed subject to Plaintiff's said mortgage thereon to said defendant Will J. Dusenbury, the lands and tenements bought by said J. W. Dusenbury of said Richard H. White as aforesaid, except said 28 3/4 acres sold by said J. W. Dusenbury to said Elias Kyle as aforesaid, and Plaintiff's said mortgage is the first and best lien on said lands and tenements bought by said defendant Will J. Dusenbury as aforesaid, and said Will J. Dusenbury interest in said lands is junior and subordinate to Plaintiff's interest therein under its said mortgage.

Plaintiff further avers that said defendant Edward Koffoth had or claims to have some interest in the real estate heretofore described by virtue of a lease the exact nature and extent of which lien or interest is unknown to this Plaintiff. But Plaintiff avers that whatever said lien or interest may be, that it is inferior and subordinate to the lien of this Plaintiff, by virtue of its said mortgage on said real estate heretofore described; and Plaintiff prays that each of

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Edward Koffroth and Will J. Ducentbury.

may be served with summons in this action, and be compelled to set up his or her respective liens or interests in said real estate, or be forever barred and cut off from asserting the same.

Wherefore, plaintiff prays that this Court may take into account the indebtedness owing plaintiff on said mortgage, and the said unpaid notes secured thereby, and find the amount due plaintiff thereon; that the same may be ordered by this Court to be appraised, advertised and sold, as upon execution at law; and that out of the proceeds arising from such sale so to be made, the amount found due plaintiff on its said mortgage and unpaid notes, may be ordered first paid; and for such other and further relief as the Justice and equity of the case may require.

John J. Groatie.
Attorney for Plaintiff.

The State of Ohio }
County of Union. } S.S.

John J. Groatie being first duly sworn on oath says:
That he is the Attorney for the aforesaid plaintiff, Michigan Mutual Life Insurance Company, duly authorized in the premises; that said plaintiff, Michigan Mutual Life Insurance Company, is a foreign corporation, and that the facts stated and allegations contained in the foregoing petition are, as he believes true.

John J. Groatie
Attorney for Plaintiff.

Sworn to before me, by said John J. Groatie, and by him subscribed in my presence this 13th day of February, 1895.

J. N. Gosnell Clerk.

Michigan Mutual Life Insurance Company, a corporation duly organized and existing under the laws of the State of Michigan. Plaintiff.

v.s.

Edward Koffroth and Will J. Ducentbury. Defendants.

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

Receipt.

To the Clerk:

Please issue summons in the aforesaid entitled cause for the defendant Edward Koffroth directed to the Sheriff of Union County, Ohio, made returnable according to law.

Endorse such summons "Action for Equitable Relief"

John J. Groatie
Attorney for Plaintiff.

The following Writ of Summons by Deft. Will J. Dusenbury was filed the 13th day of February A.D. 1895.

Writ. Michigan Mutual Life Insurance Company a Corporation etc with Law of the State of Mich. Plff. vs. Edward Koffroth and Will J. Dusenbury, Defendants. In Common Pleas Court Union County Ohio.

Now comes defendant Will J. Dusenbury and waives the issuing and service of summons upon him in this action and voluntarily enters his appearance herein.

Will J. Dusenbury.

Feb. 16th 1895.

The following Summons was filed the 19th day of February A.D. 1895.

Summons No 6877. The State of Ohio } To the Sheriff of Union County. Union County.

You are hereby commanded to notify Edward Koffroth that he has been sued by The Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union County, and must answer by the 16th day of March A.D. 1895, or the 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 Feb. A.D. 1895. Witness my hand and the seal of said Court, this 13th day of Feb. A.D. 1895.

J. N. Cornell, Clerk.

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

Sheriff's Fees.	\$.	9.	Received this writ Feb. 14 th A.D. 1895, at 10 o'clock A.M.
Service & Return.		50	and served same by delivering a true copy of this writ
Milage.	2	24	with the endorsements thereon to the within named
Copies.		15	Edward Koffroth personally February 18 th , 1895.
Total.	\$	89	

Wm. G. Snodgrass, Sheriff.

The following Leave to file Amendment to Petition was filed April 11th 1895.

Amended Petition No 6877. Michigan Mutual Life Insurance Company etc. Plaintiff. vs. Edward Koffroth et al. Defs. In Common Pleas Court Union County Ohio.

On motion of plaintiff leave is this day granted it to file an amendment to its original petition herein instant and the same is accordingly filed.

Amendment to Petition No. 6877.

The following Michigan Co. a Corp. Edward J. Dusenbury Insurance Amendment The original claims to by reason of Dusenbury interest by virtue of says Summons this action Plaintiff its original fences a plaintiff real estate its mortgage of said mortgage. Plaintiff the past mortgage any account. Wherefore that a the petition and proof for the and for a requisite. State of Frank is the Al said pla and that the original

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The following Amendment to Petition was filed the 11th day of April A.D. 1895.

Amendment to Petition No. 6877

Michigan Mutual Life Insurance Co. a Corporation etc. Plaintiff
v.s.
Edward Koffrath & Will J. Dusenbury. Defendants.

Court of Common Pleas Union County Ohio.

No. 6877.

levy and action

Now comes the plaintiff, Michigan Mutual Life Insurance Company, and by leave of Court first had so to do, files this its amendment to its original petition herein and says:

That it re-iterates and reaffirms all the allegations contained in its original petition herein and in addition thereto says that one James Price has, or claims to have some interest in the real estate sought to be foreclosed in this action, by reason of an alleged contract of sale of said lands, made by said defendant Will J. Dusenbury to said James Price, but plaintiff avers that said alleged claim or interest, is inferior and subordinate to plaintiff's interest in said real estate by virtue of its mortgage set up in the original petition herein, and plaintiff prays that said James Price be made a party defendant herein, be served with summons in this action, and be compelled to set up his alleged claim or interest in this action or be forever barred and cut off from asserting the same.

The company by the taken as true.

A.D. 1895. U. G. Leck.

Plaintiff says that since the execution and delivery of said mortgage set up in its original petition that said mortgaged real estate has been neglected, the fences and improvements on said land permitted to go to waste and decay, and plaintiff avers that by reason of the neglect of the said defendant to care for said real estate in proper manner, the security of this plaintiff for the money loaned on its mortgage has become, and is being, impaired. Plaintiff says that the conditions of said mortgage has not been performed and that said real estate, still subject to said mortgage, is insufficient to discharge the mortgage indebtedness thereon.

Plaintiff further says that no part of the rents or profits of said real estate for the past two or three years has been applied to pay the interest on said mortgage indebtedness, nor has any part thereof been paid to plaintiff on any account.

A.M. it

Wherefore plaintiff prays as in its original petition and in addition thereto, that a Receiver may be appointed in this case to take charge of said lands in the petition described, as still being subject to said mortgage, to collect the rents and profits thereof, and that the same, under order of this Court, may be preserved for the purpose of being applied toward the discharge of said mortgage indebtedness, and for such other and further relief as the justice and equity of the case may require.

John J. Grosbie, Attorney for Plaintiff.

895.

State of Ohio }
Franklin County } S.S.

John J. Grosbie, being first duly sworn on oath says that he is the Attorney of the plaintiff herein, duly authorized in the premises, and that said plaintiff Michigan Mutual Life Insurance Company is a foreign corporation, and that the facts stated and allegation contained in the foregoing amendment to the original petition herein are, as he believes, true.

John J. Grosbie.

a day in

Done to by the said John J. Groatie and by him subscribed in my presence
 this 11th day of April, 1895:

E. E. Gensler, Notary Public,
 Franklin County, Ohio.

Michigan Mutual Life Insurance
 Company, A. Corporation, etc. Plaintiff.

Court of Common Pleas,
 Franklin County, Ohio.

v.s.
 Edward Koffarth & Will J
 Dusenbury, Defendants.

No. 6877.

Receipt

To the Clerk of the above named County:

Please issue summons in the above entitled actions for said
 defendant James Price, directed to the Sheriff of Delaware County, Ohio.
 Indorse said summons "Action for foreclosure of mortgage and
 equitable relief"

John J. Groatie,
 Atty for Plaintiff.

The following summons was filed the 22nd day of April A.D. 1895:

Summons
 No. 6877,

The State of Ohio.

To the Sheriff of Delaware County.

Union County.

You are hereby commanded to notify James Price that he has
 been sued by The Michigan Mutual Life Insurance Company, A. Corporation etc
 in the Court of Common Pleas of Union County, and must answer by the 11th day
 of May A.D. 1895, or the petition of the said plaintiff will be taken as true, and
 judgment rendered accordingly.

You will make due return of this summons on the 22nd day of April A.D. 1895:

Witness my hand and the seal of said Court, this 11th day of April A.D. 1895:

J. N. Roswell Clerk.

The State of Ohio.

Sheriff's Return.

Delaware County.

Sheriff's Fee	8	9
Service & Return	55	
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Postage	58	
Copy		25
Total	203	68

Received this writ 12th day of April A.D. 1895, at 8 o'clock
 A.M. and on the 19th day of April A.D. 1895, I served this
 writ on the within named defendant James Price, by
 delivering to him personally, a true and duly certified
 copy of this writ, with all the endorsements thereon.

Stephen P. Thrall, Sheriff

The following Decree was filed the 17th day of June A.D. 1895:

The Michigan Mutual Life
 Insurance Company Plaintiff.

In Common Pleas Court
 Union County Ohio.

v.s.
 Edward Koffarth & Will
 J. Dusenbury, Defendants.

Decree.

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This day this cause came on for hearing on the petition, the amendment to the petition and the evidence, and the Court doth find that said defendant, Edward Stoffoth, has been duly and legally served with summons herein: that said defendant, Will. J. Dusenbury (an unmarried man) has duly and legally waived the issuing and service of summons on him in this action, and voluntarily entered his appearance herein: that said defendant James Price has been legally served with summons herein that each and all of said defendants have had due and legal notice of the pendency of said action, and are each and all in default for answer, demurrer, or other pleadings herein, and the Court doth find that the allegations contained in said petition and the amendment thereto are by each and all of said defendants confessed to be true.

The Court further find that there is due plaintiff, The Michigan Mutual Life Insurance Company, on the unpaid notes described in the petition herein, and on the mortgage set up in said petition, as securing said notes, including interest to the first day of this term, to-wit, the 8th day of April A.D. 1895: the sum of three thousand three hundred and seventy two (\$3372.⁰⁰) and that said sum is entitled to bear interest from said 8th day of April, A.D. 1895 at the rate of seven per cent, per annum, payable semi-annually until paid.

The Court further find that one Richard B. White, on or about the 26th day of April, 1887, he being then a widow, did execute and deliver to the plaintiff herein his certain mortgage deed of that date, in the manner, for the purposes, and on the real estate, as in the petition alleged: that said mortgage was filed for record on the 29th day of April, A.D. 1887, and was duly recorded in Liber 24, p. 288, et seq. of the Mortgage Records of Union County, Ohio and the Court further find that said mortgage, as well as the unpaid indebtedness herein before found due thereon, is, excepting taxes, the first and best lien on the real estate herein after described: and the Court further find that the conditions in said mortgage contained have been broken and that said mortgage has become absolute.

It is therefore ordered, adjudged and decreed by the Court, that unless the said defendants, or either of them, shall within five days from the entry of this decree, pay, or cause to be paid to the Clerk of this Court the costs in this case, and to said plaintiff the sum of \$3372.⁰⁰ with interest from the 8th day of April, A.D. 1895 at the rate of seven per cent, per annum, payable semi-annually, the defendants' equity of redemption in the real estate hereinafter described, be forever foreclosed and said real estate hereinafter described shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County Ohio, directing him to appraise, advertise and sell said premises as upon execution, and bring the proceeds into this Court for further orders. The real estate upon which said mortgage is yet a lien, and which is hereby ordered to be sold is described as follows to-wit: all those certain pieces or parcels of land situate in the Township of Glabours, County of Union State of Ohio, known and described as follows, to-wit: Part of Virginia Military Survey Number 7009. Beginning at a stone (in place of an Ash or Linden) northwest corner to G. B. Barry's land in the Stony Point Grand Road, thence with the northerly line of said land north seventy-three and $\frac{1}{2}$ (73 $\frac{1}{2}$) degrees east, one hundred and forty three and $\frac{1}{2}$ (143 $\frac{1}{2}$) poles to a stake in the West line of John Street's land, thence with said line North seven and $\frac{1}{2}$ (7 $\frac{1}{2}$) degrees West eighty-two (82) poles to a stake in the line of Elias Kyle's land, thence with said line and the line of Joseph N. Rodger's land South seventy-four.

and 4 ($74 \frac{1}{4}$ degrees West one hundred and five and $\frac{2}{100}$ ($105 \frac{2}{100}$ poles to a stake corner to Joseph N. Rodgers' land, thence with the line of said land South to the center of the present channel of Fulton Creek, thence up said channel to the center of the said Stony Point Grant Road, thence with the center of said road South to the South west corner of lands conveyed by Henry Worsline to Mary Hickey August 31st 1880 thence South to a stake in the East line of the lands conveyed by Phillips Plummer to Abraham Taylor, October 6th 1841, thence with said line North two and $\frac{3}{4}$ ($12 \frac{3}{4}$) degrees West to a stone (in place of a buckeye and water-beech) North east corner to said lands, thence with the North line of said lands South eighty-three and $\frac{2}{3}$ ($83 \frac{2}{3}$) degrees West seventy-six (76) poles to a stone (in place of a sugar tree and beech) North west corner to said lands, thence with the West line of the same South fourteen (14) degrees East sixty-four and $\frac{3}{100}$ ($64 \frac{3}{100}$) poles to a stone corner to Elias and Julia Johnson's land, thence with their North line North eighty-three and $\frac{2}{3}$ ($83 \frac{2}{3}$) degrees East seventy-four and $\frac{2}{100}$ ($74 \frac{2}{100}$) poles to a stone in the East line of said lands conveyed by Philip Plummer to Abraham Taylor, thence with said line South two and $\frac{3}{4}$ ($12 \frac{3}{4}$) degrees East nineteen and $\frac{2}{100}$ ($19 \frac{2}{100}$) poles to the place of beginning, containing ninety-eight and one-half ($98 \frac{1}{2}$) acres, more or less, excepting therefrom the following described tract, Beginning at a stone and double elm tree, North east corner to lands of K. H. White, thence with his North line, South seventy-six (76) degrees West fifty three and $\frac{5}{100}$ ($53 \frac{5}{100}$) rods to a stone and corner to Elias Kyle's land, thence South twenty-six $\frac{2}{3}$ ($26 \frac{2}{3}$) degrees, East forty-eight (48) rods to the center of Fulton Creek at the Junction of the County ditch with the said Creek, thence with the center of said ditch South twenty and $\frac{2}{3}$ ($20 \frac{2}{3}$) degrees West forty-three and $\frac{3}{100}$ ($43 \frac{3}{100}$) rods to a stake in said White's south line, thence with White's South line North seventy-six and $\frac{2}{3}$ ($76 \frac{2}{3}$) degrees East eighty-nine and $\frac{12}{100}$ ($89 \frac{12}{100}$) rods to a stake in West line of a fourteen (14) acre lot heretofore deeded to Elias Kyle, thence with the West line of the said fourteen (14) acre lot North fifteen (15) degrees East eighty-one and $\frac{4}{100}$ ($81 \frac{4}{100}$) rods to place of beginning, containing twenty-eight and $\frac{5}{100}$ ($28 \frac{5}{100}$) acres.

The following Recife for Order of Sale was filed the 28th day of June A.D. 1896.

Recife for Order of Sale.

The Michigan Mutual Life Insurance Co, etc. Plaintiff.
v. s.
Edward Koffroth et al. Defendants.

In Common Pleas Court,
Union County Ohio.

Recife.

To the Clerk:-

Please issue order of Sale in the above entitled action, returnable according to law (for description of real estate see order for sale.)

June 27th 1896.

John J. Broskie,
Attorney for Plaintiff.

Sheriff's Land Appraisal.

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Sheriff's Land Appraisal.

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

All these certain pieces or parcels of land situated in the Township of Blairtown County of Union and State of Ohio known and described as follows to-wit Part of Virginia Military Survey No 7009 Beginning at a Stake (in place of an Ash or Lignum) Northwest corner to E. C. Barry's land in the Stony Point Gravel Road thence with the northern line of said land N. 73 1/2° E. 43 1/2 poles to a stake in the West line of John Streets land thence with said line N. 17 1/2° W. 8 1/2 poles to a stake in the line of Elias Hyles land thence with said line and the line of Joseph N. Rogus land S 74 1/4° W. 10 1/2 poles to a stake corner to Joseph N. Rogus land thence with the line of said land S to the present channel of Fulton Creek thence up said channel to the center of the said Stony Point Gravel Road thence with the center of said Road S to the Southwest corner of lands conveyed by Henry Wortline to Mary Whicker August 31st 1800 thence S to a stake in the East line of the lands conveyed by Philip Plumme to Abraham Taylor Oct 6th 1841 thence with said line N. 12 3/4° W. to a stone (in place of a buckeye and water beech) Northeast corner to said lands thence with the North line of said lands S. 83 1/2° W. 76 poles to a stone (in place of a sugar tree and beech) North west corner to said lands thence with the West line of same S 14° E. 64 3/10 poles to a stone corner to Elias and Julia Johnsons lands thence with their North line N. 83 1/2° E. 74 1/10 poles to a stone in the East line of said lands conveyed by Philip Plumme to Abraham Taylor thence with said line S 12 3/4° E. 19 1/10 poles to the place of beginning containing 98 1/2 acres more or less excepting therefrom the following described tract

Beginning at a stone and double Elm Tree Northeast corner to lands of R. H. White thence with his North line S. 76° W. 53 5/10 poles to a stone and corner to Elias Hyles land thence S. 26 1/2° E. 84 rods to the center of Fulton Creek at the Junction of the County ditch with the said Creek thence with the center of said ditch S 20 1/2° W. 43 3/10 rods to a stake in the said Whites South line thence with Whites South line N. 76 1/2° E. 69 1/10 rods to a stake in the West line of a Fourteen (14) acre lot heretofore deeded to Elias Hyles thence with the West line of the said fourteen (14) acre lot N. 16° E. 81 1/10 rods to the place of beginning containing twenty eight and 7/10 28 7/10 acres.

To be sold on an Order of Sale issued from the Court of Common Pleas of said County, in the action of The Michigan Mutual Life Insurance Company Plaintiff against Edward Hoffoth Defendant do forthwith, after actual view of said premises, make return and say that the same are of the real value in money of \$ 29 2/3 Dollars per acre.

Given under our hands and seals, this 10th day of July A. D. 1895.

R. T. Elliott
Henry N. Rogus.
J. S. Styner



State of Ohio, Union County, S. C.

I hereby Certify, that the within named appraisers, R. T. Elliott, Henry N. Rogus, and J. S. Styner are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 10th day of July A. D. 1895.

W. G. Snodgrass Sheriff.

The following Proof of Publication was filed the 17th day of August A.D. 1895:

Sheriff's Sale.

John J. Grostie, Attorney.

Proof of Publication No. 6877.

Michigan Mutual Life Insurance Company v.s. Edward Koffuth et al.

Court of Common Pleas Union County Ohio. An Execution.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, August 17th 1895, at or about the hour of one o'clock P.M. of said day the following described real estate, to-wit: All those certain pieces and parcels of land situated in the Township of Blairton, County of Union, State of Ohio, and bounded and described as follows: known and described as follows, to-wit: Part of Virginia Military Survey No. 7009. Beginning at a stone (in place of an ash or sycamore) Northwest corner to E. & Harry's land in the Stony Point Canal Road: thence with the northerly line of said land N. 73 1/2° E. 143 poles to a stake in the West line of John S. Truitt's land: thence with said line N. 17 1/2° W. 83 poles to a stake in the line of Elias Skyle's land: thence with said line and the line of Joseph M. Rogers' land S. 74 1/2° W. 105 3/4 poles to a stake corner to Joseph M. Rogers' land: thence with the line of said land South to the center of the present channel of Fulton Creek; thence up said channel to the center of the said Stony Point Canal Road: thence with the center of said road South to the South west corner of lands conveyed by Henry Wortine to Mary Hickey August 31st 1880: thence South to a stake in the East line of the lands conveyed by Phillips Plummer to Abraham Taylor October 6th 1841: thence with said line N. 73 1/4° West to a stone (in place of a buckeye and water bush) North east corner to said lands: thence with the North line of said lands S. 83 1/2° W. 76 poles to a stone (in place of a sugar tree and bush) North west corner to said lands: thence with the West line of the same S. 142° 64 3/4 poles to a stone corner to Elias and Julia Johnson's lands: thence with their North line N. 83 1/2° E. 74 1/2 poles to a stone in the East line of said lands conveyed by Phillips Plummer to Abraham Taylor: thence with said line S. 12 3/4° E. 79 3/4 poles to the place of beginning, containing ninety-eight and one half (98 1/2) acres more or less. Excepting therefrom the following described tract: Beginning at a stone and double elm tree North east corner to lands of R. H. White: thence with his North line S. 76° W. 53 5/8 rods to a stone and corner to Elias Skyle's land: thence S. 26 1/2° E. 48 rods to the center of Fulton Creek at the Junction of the County ditch with the said creek: thence with the center of said ditch S. 20 1/2° W. 43 3/8 rods to a stake in said White's South line: thence with White's South line N. 76 1/2° E. 69 1/2 rods to a stake in West line of a fourteen (14) acre lot heretofore deeded to Elias Skyle: thence with the West line of the said fourteen (14) acre lot N. 15° E. 81 1/4 rods to the place of beginning, containing twenty-eight and five one hundredths (28 5/100) acres.

July 17th 1895.

Wm. A. Snodgrass, Sheriff Union County Ohio.

Order of Sale.

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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 newspaper of general circulation in the County of Union, the first publication beginning with July 17th, 1895.

W. D. Shearer.

Sworn to and subscribed before me, this 17th day of August 1895.

J. N. Gosnell, Clerk.

Printers Fees, \$27⁰⁰

The following Order of Sale was filed the 20th day of August A.D. 1895:

Order of Sale.

The State of Ohio }
 } To the Sheriff of Said County - Executing:
Union County S.S. }

Whereas, at a Court of Common Pleas, holden at the Court House in Mansfield in said County of Union on the 17th day of June 1895 Michigan Mutual Life Insurance Company a corporation et. obtained a Judgment and Decree against Edward Koffroth and Will J. Dusenbury et al. for the sum of Three thousand Three Hundred and Seventy Two Dollars and Twenty two and 2/10 Dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Defendants or either of them shall within five days from the 17th day of June A.D. 1895 pay unto the said Michigan Mutual Life Insurance Company the said sum of \$3372⁰⁰ Dollars, with interest from the 8th day of April 7 per cent 1895 and costs aforesaid: and on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at Law, to sell the real estate described in the Plaintiff's petition &c. And Whereas, the five days aforesaid have fully expired, and the said sum of \$3372⁰⁰ Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me of record - We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, to wit: all those certain pieces or parcels of land situate in the Townships of Glauburne County of Union and State of Ohio known and described as follows to wit: Part of Virginia Military Survey Number 7009. Beginning at a Stone (in place of an Oak or Lynn.) Northwest corner to G. B. Barry's land in the Stony Point Grant Road, thence with the Northerly line of said land North Seventy three and 2/5 (73 2/5) degrees East, one hundred and forty-three and 2/5 (143 2/5) poles to a stake in the West line of John Streets land, thence with said line North Seventeen and 2/5 (17 2/5) degrees West eighty-two (82) poles to a stake in the line of Elias Sykes land, thence with said line and the line of Joseph N. Rodgers land South Seventy-four and 4/4 (74 4/4) degrees West one hundred and five and 7/10 (105 7/10) poles to a Stake corner to Joseph N. Rodgers land thence with the line of said land South to the center of the present channel of Fulton Creek, thence up said channel to the center of the said Stony Point Grant Road, thence with the center of said road South to the South west corner of lands conveyed by Agency Woline, to Mary Hickey August 31st, 1880, thence South to a stake in the East line of the lands conveyed by Phillip Plumme to Abraham Taylor October 6th, 1841 thence with said line North twelve and 3/4 (12 3/4) degrees West to a stone (in place of a buckeye and water buck.) North east corner to said lands, thence with the North line of said lands South eighty three and 2/5 (83 2/5) degrees West Seventy

Six (76) poles to a stone (in place of a sugar tree and back Northwest corner to said lands, thence with the West line of the same South fourteen (14) degrees East Sixty four and $\frac{3}{10}$ (64 $\frac{3}{10}$) poles to a stone corner to Elias and Julia Johnson's lands, thence with their North line eighty-three and $\frac{1}{2}$ (83 $\frac{1}{2}$) degrees East Seventy four and $\frac{2}{10}$ (74 $\frac{2}{10}$) poles to a stone in the East line of said lands conveyed by Philip Plummer to Abraham Taylor, thence with said line South twelve and $\frac{3}{4}$ (12 $\frac{3}{4}$) degrees East nineteen and $\frac{1}{10}$ (19 $\frac{1}{10}$) poles to the place of beginning containing ninety-eight and one half (98 $\frac{1}{2}$) acres more or less. Excepting therefrom the following described tract. Beginning at a stone and double Elm tree, North east corner to lands of R. H. White - thence with his North line South Seventy-Six (76) degrees West fifty three $\frac{5}{10}$ (53 $\frac{5}{10}$) rods to a stone and corner to Elias Byble's land thence South twenty six $\frac{1}{2}$ (26 $\frac{1}{2}$) degrees East forty-eight (48) rods to the center of Fulton Creek at the junction of the county ditch with the said creek, thence with the center of said ditch South twenty and $\frac{1}{2}$ (20 $\frac{1}{2}$) degrees West forty-three and $\frac{8}{10}$ (43 $\frac{8}{10}$) rods to a stake in said White's South line, thence with White's South line North Seventy six and $\frac{1}{2}$ (76 $\frac{1}{2}$) degrees East Sixty nine and $\frac{12}{100}$ (69 $\frac{12}{100}$) rods to a stake in West line of a Fourteen (14) acre lot heretofore deeded to Elias Byble, thence with the West line of the said fourteen (14) acre lot North fifteen (15) degrees East eighty-one and $\frac{4}{100}$ (81 $\frac{4}{100}$) rods to place of beginning containing twenty-eight and $\frac{2}{100}$ (28 $\frac{2}{100}$) acres.

We therefore Command you, that you proceed to carry said order, judgment and decree into execution according to the tenor thereof, and that you cause to be sold 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 28th day of June A. D. 1895.

J. N. Gosnell, Clerk.

Sheriff's Return.

The State of Ohio.

D. S.

Seneca County.

Sheriff's Fees.	\$ 9.	In obedience to the command of the Order of Sale hereto annexed,
Service.	25	I did, on the 10 th day of July 1895, summon R. T. Elliott
Levy.	25	Henry W. Rogus & S. Steiner, three disinterested free holders
Sum Appraisers.	1 20	residents of said County, who were by me duly sworn to
Suzaring " "	25	impartially appraise the lands and tenements therein
Conveying " "	1 00	described, upon actual view, and returned on the 10 th
Writing Appraisal.	25	day of July A. D. 1895 said Appraisers returned to me,
Copy of " "	25	under their hands and seals, that they did, upon
Notice to Printer.	25	actual view of the premises, estimate and appraise the
Affidavit of " "	25	real value in money of the same at \$2070. $\frac{5}{10}$ Dollars
Writing Notice.	25	A certified copy of said appraisal I forthwith deposited
Mileage.	3 56	in the Office of the Clerk of the Court of Common Pleas
Returns.	25	of said County. And on the 17 th day of July 1895 I
Total.	\$7 01	caused to be advertised in The Mansville Tribune (a
Appraisers Fee.	\$3 00	newspaper printed and published, and of general

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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 August A.D. 1895, at one o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit 5 consecutive weeks; and in pursuance to said notice, I did, on said 17th day of August A.D. 1895, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Plaintiff Michigan Mutual Life Insurance Company who bid for the same the sum of \$2,113⁵⁰/₁₀₀ Dollars, and said sum being over two thirds of the appraised value thereof, and said Michigan Mutual Life Ins Company being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to it for said sum of Two thousand one hundred and thirteen⁵⁰/₁₀₀ Dollars.

Wm. G. Snodgrass, Sheriff.

And said sum being more than two thirds of the appraised value thereof, and said Michigan Mutual Life Insurance Company being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to it for said sum of \$2,113⁵⁰/₁₀₀ Dollars.

Wm. G. Snodgrass, Sheriff.

Afterward on the 4th day of September A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
No. 6877.

The Michigan Mutual Life Insurance Company, Plaintiff
v. s.
Edward Koffoth, et al. Defts.

In the Common Pleas Court,
Union County Ohio.
No. 6877.

Journal Entry.

This day this cause came on to be heard on the motion of the Plaintiff to confirm the sale of the real estate heretofore made herein, and on Plaintiff producing the return of the Sheriff of the said sale made under the former order of this Court; and the 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, affirmed and confirmed.

And it is further ordered that the said Sheriff convey, to the purchaser, The Michigan Mutual Life Insurance Company, by deed in fee simple, according to law, the property so sold, including all the right, title and interest of each and all of the Defendants in and to said real estate; and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein for the protection of its title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the Office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale, amounting to Two thousand one hundred and thirteen⁵⁰/₁₀₀ Dollars (\$2,113⁵⁰/₁₀₀), it is ordered that the Sheriff, out of the money in his hands pay:

- First: To the Treasurer of this County, the taxes, penalty and interest against said property, to wit: the sum of \$32⁷⁵/₁₀₀.
- Secondly: The costs of this action, to wit: \$64⁰⁰/₁₀₀.

Thirdly: To the Plaintiff, The Michigan Mutual Life Insurance Company, the balance of the money remaining in his hands, to wit, the sum of \$2,016.⁰⁰ To be applied as a credit upon its deced. herein.
And there still remains due plaintiff on its deced. herein the sum of \$1,482.³⁶ Fourteen hundred, eighty two & ³⁶/₁₀₀ Dollars. The execution is awarded therefore.

Attest
J. N. Gamble
Clerk

Plead 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 April Term on the 8th day of April in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered, that hereupon Term on the 7th day of Feb A.D. 1895 Ella M. Ghandler filed in the Clerk's office of the said Court of Common Pleas the following Petition for Partition against Lottie A. Wall et al. To wit:

Ella M. Ghandler ^{vs} George W. Ghandler
her husband. Plaintiffs.

v. s.

Lottie A. Wall, and Frank T. Wall her
husband, Nannie Dimes ^{vs} Charles V.
Dimes her husband, ^{vs} William L. Dimes,
Minor over 14 years of age ^{vs} S. A.
Armstrong. Defendants.

Court of Common Pleas
Union County Ohio.

Petition.

The plaintiff Ella M. Ghandler says, that on or about the 16th day of March, A.D. 1882, William C. Dimes late of Union County Ohio (Father of plaintiff, Ella M. Ghandler, and the defendants, Lottie A. Wall, Nannie Dimes and William L. Dimes) died - intestate - that on or about the day of March, 1878, Providence Dimes of said Union County Ohio (who was the Grand Mother of the plaintiff Ella M. Ghandler and the defendants Lottie A. Wall, Nannie Dimes and William L. Dimes) died - intestate - that said Providence Dimes deceased, held her life interest in 119 Acres of land more or less, situate in Union County State of Ohio, and in the Township of Allen, Survey No 2983, that said William C. Dimes Deceased held his life interest in 199 Acres of land more or less, situate in Union County State of Ohio, and in the Township of Allen, Survey No 2983 Each of the foregoing holdings and life estates of the said Providence Dimes deceased, and said William C. Dimes Deceased, were under and by virtue of the last will and Testament of James C. Dimes now and then deceased who was the Husband of said Providence Dimes deceased, and the Father of said William C. Dimes deceased and also the Grandfather of the plaintiff Ella M. Ghandler and the defendants, Lottie A. Wall, Nannie Dimes and William L. Dimes, that said last Will and Testament of said James C. Dimes, Deceased, as aforesaid, provided that, upon the termination of such life estate of said Providence Dimes Deceased, and such life estate of said William C. Dimes

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Decend that all of said real estate, being the 119 as aforesaid acres in which said Providence Dines deceased had life estate, and the 199 acres as aforesaid in which said William G. Dines deceased had life estate - should descend to and rest in the heirs of the said William G. Dines deceased. The foregoing real estate is more particularly described as follows Situate in the County of Union in the State of Ohio, and in the Township of Allen Survey No 2983, bounded and described as follows viz: Beginning at the angle in the Spain Public road, and in the North line of Survey No 2983, thence with said road and the line of John Parris land S 31° 45' E. (true meridian) 223 poles to a stake, South westerly corner to said Parris land, thence with the lines of said Parris land, N. 67° 45' E. 52 poles to a stake corner to said Parris land, and S 3° 15' E. 107 poles to a stake corner to said land, thence with a line of the said Parris land and the Northwesterly line of the lands of Thomas and Sonnetta Stillinge, S. 67° 45' W 328 poles to the center of Buck Run, thence up said stream, with the meanders thereof N. 43° W. 9 poles, N. 10° E. 8 poles, N. 67° W. 20 poles, N. 34° W. 16 poles, N. 79° W. 26 poles, N. 21° W. 6 poles, N. 81° W. 32 poles, N. 10° E. 16 poles to a corner of said Stillinge land, thence with the line of lands of Thomas Stillinge, Jacob Leonard and Charles Parris N. 67° 45' E. 174 poles to the Southwesterly corner of Charles Parris land, thence with the line of lands of said Parris and Joseph Poling N. 32° 30' W. 223 poles to a stake in the North line of said Survey, thence with said survey line N. 66° 30' E. 86 poles to the beginning containing 320 acres more or less. The said S. A. Armstrong one of the defendants named, claims to have some lien upon the undivided interest of the defendants Lottia A. Wall and Frank T. Wall her husband, and the plaintiff asks that she be required to answer setting up the same. The said above described premises descended to the following persons, only heirs and legal representatives of the said William G. Dines deceased, and in pursuance of the said last Will and Testament of the said James G. Dines deceased, as above set forth - said last Will of said James G. Dines deceased is recorded in Union County Probate Court records, Vol of wills A. Page 74 - the plaintiff Ella M. Ghandlee a Daughter of said William G. Dines deceased, and the following persons children of the said William G. Dines deceased, to wit Lottie A. Wall wife of Frank T. Wall who lives in Kansas City Missouri, Nannie Davis wife of Charles V. Davis, and William L. Dines who reside in Union County Ohio and all of whom are of lawful age except William L. Dines who is now 20 years of age and has now no Guardian appointed by law, the parties above named have the following undivided estate in said premises, subject to the lien of said S. A. Armstrong against the said Lottie A. Wall and Frank T. Wall her husband, as appears of record in Recorder's office of Union County Ohio, Vol 31, Page 663. Ella M. Ghandlee wife of said George W. Ghandlee the plaintiff, one undivided fourth (1/4) in fee. Lottie A. Wall (wife of Frank T. Wall) one undivided fourth (1/4) in fee. Nannie Davis (wife of Charles V. Davis) one undivided fourth (1/4) in fee and William L. Dines one undivided fourth (1/4) in fee. The plaintiff asks that said Lottie A. Wall and Frank T. Wall her husband, Nannie Davis and Charles V. Davis her husband, William L. Dines and S. A. Armstrong, may be made parties defendants, to this 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 interests of the parties, or if it shall appear that partition cannot without manifest injury be made, then that the same may be sold - and for this purpose the premises may be surveyed in one or more parts and so sold, or other order taken pursuant to the statute in such case made and provided.

J. T. Arthur,
Attorney for Plaintiff.

The State of Ohio, Union County, S.D.
Ella M. Chandler, plaintiff, being sworn says:
that the statements made and allegations contained in the foregoing petition
are true as she verily believes.

Ella M. Chandler.

Sworn to by Ella M. Chandler before me and signed by her in my presence
this 7th day of February, 1896.

J. N. Conwell, Clerk.

Ella M. Chandler, Plff.
v.s.
Lottie A. Wall et al, Dytes.

Receipt.

We Clerk issue summons to Sheriff of Union Co. O. for
Minnie Davis and Charles V. Davis her husband, and William L. Dines minor
over 14 years of age returnable according to Law, endorse, Petition for Partition
for Lottie A. Wall and Frank T. Wall her husband and S. A. Armstrong.
Endorse Petition for Partition.

F. T. Arthur Atty for Plff.

We the undersigned, named as parties defendants in the foregoing petition
hereby waive the issuing and service of process upon us in the action, and
enter our appearance to the same and consent that partition be made, or
such other order taken as may by right and proper under the statute in
such case made and provided.

S. A. Armstrong.

By W. W. Merchant her Atty.

The following Summons was filed the 16th day of February A.D. 1896.

Summons
No. 6872.

The State of Ohio,
Union County,
to the Sheriff of said County.

You are hereby commanded to notify Minnie Davis and
Charles V. Davis her husband, William L. Dines, minor over 14 years of age,
that they have been sued by Ella M. Chandler in the Court of Common Pleas of
Union County, and must answer by the 9th day of March A.D. 1896; or the
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 Feb. A.D. 1896.
Witness my hand and the seal of said Court, this 7th day of February A.D. 1896.

The State of Ohio.	
Sheriff's Fees	\$ 9.
Service & Return.	80
Milage	1. 76
Copy	40
Total	\$ 3. 01

Sheriff's Return.

J. N. Conwell, Clerk.

Received this writ Feb. 8th A.D. 1896; at 8 o'clock A.M.; and
served same by delivering a true copy of this writ with the
endorsements thereon to the within named Minnie Davis and
Charles V. Davis personally on the 12th day of February
1896. And to William L. Dines by leaving a copy at his usual place of
residence on the 16th day of February 1896.

Wm. H. Snodgrass.

Motion

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The following Motion was filed the 20th day of April A.D. 1895.

Motion

Ella Chandler et al. } Union County Court of
v.s. } Common Pleas.
Lottie Wall et al. } Motion.

Now comes the defendants William L. Dines, Fannie B. Davis and Sarah A. Armstrong and moves the Court to dismiss said action for want of prosecution on account that more than sixty days have elapsed since filing said petition and said plaintiff having failed to bring said parties into Court although she knew where they all resided.

W. W. Merchant. Atty for Said Defendants.

The following Affidavit was filed the 22nd day of April A.D. 1895.

6872.

Affidant
for
Publications.

Ella M. Chandler Plaintiff } Court of Common Pleas
v.s. } Union County Ohio.
Lottie A. Wall and Frank T. Wall } In Partition.
her husband and others, Defendants. } Affidavit for Publications.

Ella M. Chandler, plaintiff, being first duly sworn, says that service of summons cannot be made in this State of Ohio on the defendants Lottie A. Wall and Frank T. Wall her husband, and that the cause is one of those mentioned in section Five thousand and forty-eight of the Revised Statutes of Ohio.

The State of Ohio. }
} s.s.
Union County. }

The plaintiff Ella M. Chandler being first duly sworn says, the facts and allegations in the above and foregoing Affidavit by her made are true as she believes.

Ella M. Chandler.

Sworn to before me and signed in my presence by said Ella M. Chandler this 22nd day of April, A.D. 1895.

John Van Pense, Notary Public.

The following Proof of Publications was filed the 13th day of June A.D. 1895.

Legal
Notice.

Court of Common Pleas, Union County Ohio.

Lottie A. Wall and Frank T. Wall her husband, residing at Kansas City, Missouri, will take notice that on the 7th day of February, A.D. 1895, Ella M. Chandler filed her petition in the Common Pleas Court of Union County and State of Ohio in Case No. 6872, against the above named parties and others, praying for partition of the lands lying in Union County, State of Ohio, Allen township, and in Survey No. 2983, to wit: 119 acres of said land, more or less, of which Providence Dines, deceased, held her life estate, and 199 acres of said land, more or less, of which William C. Dines, deceased, held her life estate, and all of which lands descended to the parties in said case by the will of James S. Dines deceased. Said parties are required to answer on or before the 16th day of June 1895 or judgment will be taken against them.
April 24th 1895. Ella M. Chandler.

Legal Notice.

F. T. Arthur, Attorney.

The State of Ohio, Union County, S.S.

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 April 24th 1895.

W. S. Shearer.

Sworn to and subscribed before me, this 13th day of June 1895.

J. N. Goodell, Clerk.

Printed Fees, \$10.⁰⁰

The following Motion was filed the 17th day of June A.D. 1895:

Motion, 6872.

Ella M. Ghandler.

v.s.

No. 6872.

Lotta A. Hall et al.

This day came on this cause to be heard upon the Motion filed herein by W. M. Merchant to dismiss this action, was argued by Counsel and submitted to the Court and the Court after consideration overrule said Motion.

The following Entry in Partition was filed the 17th day of June A.D. 1895:

Entry in Partition.

Ella M. Ghandler

v.s.

Entry in Partition.

Lotta A. Hall et al.

No. 6872.

This cause came on to be heard upon the petition of Ella M. Ghandler, and the exhibits on consideration whereof, and it appearing to the satisfaction of the Court, that all the parties have had due notice of the pendency and demand of the said petition as required by law, and that the petitioner has a legal right and estate in the premises described in the petition, and as therein set forth - and no sufficient reasons appearing, why Partition should not be made, it is ordered that by the Oath of Stanton March, G. S. Lincoln and L. B. Harvey, three Judicious disinterested free holders of the vicinity, Partition be made of said lands in the following proportional part: To Ella M. Ghandler one equal fourth part, to Lotta A. Hall, one equal fourth part, to Mannie Davis one equal fourth part to William L. Dines, one equal fourth part, if the same can be done without manifest injury to the premises, and if in their opinion said division cannot be so made without manifest injury to the premises - then and in that case, they subdivide said premises into two or more tracts and that they return the true value of each tract - so subdivided in money, to this Court, and it is further ordered that a survey be made of the premises in the petition mentioned, and the exact quantity of land ascertained, and that a writ of partition issue to the Sheriff of this County commanding him to make said partition, survey, and appraisement to be made in accordance with this order.

The following Answer and Cross Petition of S. A. Armstrong was filed the 22nd of June 1895:

Ella M. Ghandler

v.s.

Union County, Ohio Common Pleas Court.

Lotta A. Hall, et al.

Answer and Cross Petition of Sarah A. Armstrong.

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Now comes the defendant Sarah A. Armstrong, and by leave of Court files this her Answer and Cross Petition in above named case.

1st. That she admits all the allegations in said petition.
Cross Petition.

That there is due to her from the defendants the said Lotta A. and Frank T. Wall the sum of Twelve Hundred Dollars with interest at seven per cent from June 15th 1895, on their certain Promissory note a copy of which is hereto attached and marked Exhibit "A" and made a fact hereof, that there is no credits nor indorsements thereon, that said claim is not due.

2nd. Cause of Action.

Defendant Sarah A. Armstrong says - that to secure the payment of said promissory note and the Coupons thereto attached, but not yet due, the defendants Lotta A. and Frank T. Wall duly executed acknowledged and to this defendant a deed of mortgage on the undivided one-fourth (1/4) part of the lands in said petition described (to which reference is hereby made) thereby conveying to her this answering defendant their undivided one-fourth part of said premises in fee simple clear of all rights including that of Dower of the said Frank T. Wall, that said mortgage was duly recorded in Vol 31 Page 553 of the record of mortgages on the 21st day of December A.D. 1892 at 10-50 O'clock A.M. that none of the conditions of said mortgage have been broken.

Wherefore this answering defendant prays that her rights under said mortgage may be protected and that she may be declared to have a first lien on the one-fourth (1/4) part of said premises described and that if said premises are sold that she may be paid the full amount of her said claims out of the share of the said Lotta A. and Frank T. Wall, and for all other relief.

W. H. Merchant Attorney for Sarah A. Armstrong.

State of Ohio. }
 } S. S.
Union County. }

W. H. Merchant having first duly sworn says: that he is the duly authorized Attorney of the said Sarah A. Armstrong in the premises that the said Sarah A. Armstrong is a non-resident of said County, that the facts stated and allegations made are, as he verily believes true.

W. H. Merchant.

Sworn to before me and subscribed in my presence this 22nd day of June 1895.
J. W. Gosnell, Clerk.

Exhibit "A."

\$1200.00
Mansville Ohio, June 15th 1892.
Five years after date we promise to pay to the Order of S. A. Armstrong Twelve Hundred Dollars, at Mansville, value received, without any relief whatever from valuation and Appraisement Laws, with interest at the rate of eight per cent, per annum after maturity, payable semiannually, the Drawers and Endorsers severally waive presentment for payment, protest, and non-payment of this Note, it is expressly agreed that if default be made in the payment of any one of the Coupons hereto attached, representing the semi-annual interest on this Note, or any part thereof, as they severally become due, then the whole principal sum represented by this note, shall at the option of the holder hereof, immediately become due, and together with all arrears 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, } Lottie A. Wall.
 } Frank T. Wall.

The following Entry was filed the 24th day of June A.D. 1895.

Entry.

Ella M. Shandley } Common Pleas Court
 v.s. } Union County Ohio.
Lottie A. Wall et al. } Entry on Cross Petition of Sarah A. Armstrong.

This day this cause coming on to be heard on the Cross petition and evidence of the defendant Sarah A. Armstrong against the defendants Lottie A. and Frank T. Wall the Court find that the said Lottie A. Wall and Frank T. Wall are each in Court, and that the allegations of the Cross petition are confessed by them to be true, and that there is due to the defendant Sarah A. Armstrong, from the defendants the said Lottie A. and Frank T. Wall, on their promissory thereto attached, and set forth therein with interest from June 15th 1895 the sum of Twelve hundred and 00 Dollars, the Court further find that to secure the payment of said promissory note the defendant Lottie A. and Frank T. Wall, duly executed and to the defendant Sarah A. Armstrong their certain deed of mortgage as in her Cross Petition set forth on their undivided one-fourth (1/4) interest and that it was duly recorded as alleged, that it is the first and best lien on the undivided one fourth (1/4) interest of the said Lottie A. and Frank T. Wall, and the Court therefore orders that the amount of the Judgment of the said Sarah A. Armstrong against the defendants Lottie A. and Frank T. Wall be paid out of the fund arising from the sale of their undivided one fourth (1/4) interest.

The following Entry of Order of Sale in Partition was filed the 29th day of June A.D. 1895.

In Partition.

Ella M. Shandley }
 v.s. } In Partition.
Lottie A. Wall et al. }

On Motion to the Court by F. T. Arthur Attorney for the plaintiff and upon producing the proceedings of the Sheriff, and the report and proceedings of the Commissioners hereinbefore appointed, and the same being examined, it is ordered by the Court, that said proceedings and report be, and the same are, hereby approved and confirmed, 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 in parcels, be sold at public Auction, at the door of the Court House in said County of Union, by the Sheriff of this County according to the statute in such case made and provided, free from dove interest, 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 Mortgage upon the premises.

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The following Writ of Partition was filed the 8th day of July A. D. 1895:

Writ of
Partition.
No. 6872

The State of Ohio }
 } To the Sheriff of Said County.
Union County. }

Pursuant to an order of said Court of Common Pleas within and for the said County, at the April Term, A. D. 1895, in a civil action therein pending (for partition) wherein Ella M. Chandler the plaintiff, and Lotta A. Wall and others the defendants, you are hereby commanded, that by the Oaths of Stanton Marsh, C. E. Lincoln, and L. B. Harvey 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:

Situated in the County of Union in the State of Ohio and in the Township of Allen, survey No. 2958 bounded and described as follows viz: Beginning at the angle in the Spain Public road and in the North line of Survey No. 2958, thence North said road and the line of John Parris land S. 31° 45' E. (True Meridian) 223 poles to a stake South westerly corner to said Parris land, thence with the lines of said Parris land N 57° 45' E. 52⁶² poles to a stake, corner to said Parris land, and S 3° 15' E 107 poles to a stake corner to said land, thence with a line of the said Parris land and the Northerly line of the lands of Thomas and Somelia Stillings S 57° 45' N 328⁵⁰ poles to the center of Buck Run, thence up said Stream with the meanders thereof N 43° N. 9 poles N. 10° E. 8 poles N. 67° N. 20 poles N. 34° N. 16 poles N. 79° N. 43° N. 26 poles N. 21° N. 6 poles N. 81° N. 32 poles. N 10° E 15 poles to a corner of said Stillings land thence with the line of lands of Thomas Stillings Jacob Lenard, and Charles Parris N. 57° 45' E. 174²⁰ poles to the South westerly corner of Charles Parris land thence with the line of lands of said Parris one Joseph Poling N. 32° 30' N. 222 poles to a stake in the North line of said Survey thence with said Survey line N. 56° 30' E. 86³⁰ poles to the beginning containing 320 acres more or less, among the persons named herein, and in the following proportions, to wit:

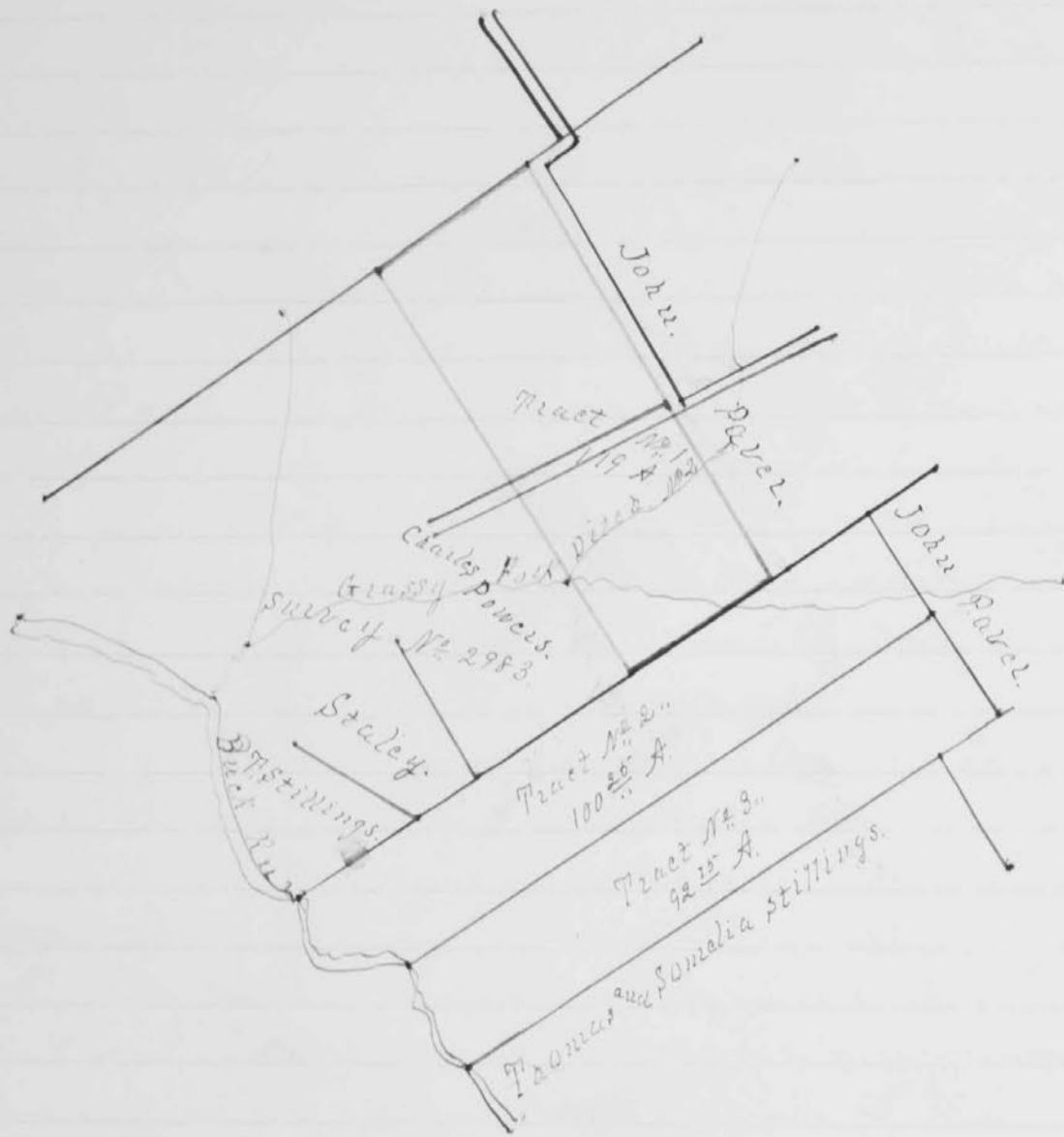
- To Ella M. Chandler one equal fourth part.
- To Lotta A. Wall. one equal fourth part.
- To Nannie Davis. one equal fourth part.
- To William L. Dimes one equal fourth part.

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 Maupville this 17th day of June A. D. 1895.

J. N. Oswell. Clerk.

Sheriff's Fees	\$	7.
Service		25
Mileage	1	50
Executing Writ	1	00
Swearing Com.		25
Report Com.		25
Return		25
Total	\$3.	60



Plat of the Sub-division
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Description of the Sub-Division of the Dines' Estate.

Tract No. 1.

Situated in State of Ohio, County of Union, Twp of Allen and part of Survey No. 2983. Beginning at a stone and broken crockery in the westerly line of sub-division No. 2 of the Dines' estate and at the southerly corner of John Parris' land: thence with a southerly line of said Parris' land N. 31 deg. 45 min. W. 225 poles to a hickory tree in the westerly line of said survey No. 2983. Thence with said survey line S. 55 deg. 30 min. W. 86 80-100 poles to a stake and stones, corner of Joseph Poling's land: thence with the northerly line of said Poling's land S. 32 deg. 30 min. E. 116. 40-100 poles to a stone in the center of the Manville and Lemistung Grant Road: and at the northerly corner of Chas. Powers' land: thence with the northerly line of said Powers' land S. 31 deg. E. 106. 60-100 poles to a stone (Witness Elm & Sugar) in said westerly line of sub-division No. 2, thence with said line N. 67 deg. 30 min. W. 86 20-100 poles to the place of beginning, containing one hundred and nineteen (119) Acres more or less.

Tract No. 2.

Situated in the State of Ohio, County of Union, Twp of Allen and part of survey No. 2983. Beginning in the center of Buck Run and at a corner of Thos. Stillings' land. Thence with the Easterly line of said Stillings' land and the lands of Chas. Powers and John Parris N. 57 deg. 30 min. E. 310. 00-100 poles to a stone and crockery at a corner of John Parris' land: thence with a southerly line of said Parris' land: S. 34 deg. 15 min. E. 53. 00-100 poles to a stone and crockery at the northerly corner of sub-division No. 3 of said Dines' Estate. Thence with the westerly line of said sub-division S. 57 deg. 30 min. W. 283 poles to the center of Buck Run. Thence up said stream with the center current thereof to the place of beginning. Containing one hundred and twenty five (100.25) Acres more or less.

Tract No. 3.

Situated in the State of Ohio, County of Union, Twp of Allen and part of Survey No. 2983: Beginning in the center of Buck Run and at a corner of sub-division No. 3 of said Dines' Estate. Thence with the Easterly line of said sub-division North 57 deg. 30 min. E. 283 poles to a stone and crockery in the southerly line of John Parris' land: thence with said South line S. 34 deg. 15 min. E. 53. 00-100 poles to a large stone and crockery: thence with a westerly line of said Parris' land and the lands of Thomas Stillings S. 57 deg. 30 min. W. 285 poles to the center of Buck Run. Thence up said stream with the center current thereof to the place of beginning. Containing Ninety two (92.75) Acres more or less.

Ells M. Chandler. } Union County, S.S.

Against.

Lottie A. Wall et al. } 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, W. the undersigned, Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the Writ without manifest injury to value thereof, and we do estimate the value of the same as follows.

Tract No. 1 119 ⁰⁰ Acres as shown on the Plat at \$30 per acre or total	\$ 3570. 00
Tract No. 2 100 ²⁵ Acres as shown on the Plat at \$25 per acre or total	\$ 2506. 25
Tract No. 3 92 ⁷⁵ Acres as shown on the Plat at \$28 per acre or total	\$ 2597. 00
Grand Total.	\$ 8673. 25

The Plat and description hereto attached are made part of this Report.

Given under our hands this 21st day of June A.D. 1896.

Stanton March,
G. E. Lincoln,
Lanson B. Harvey, } Commissioners.

The following Proof of Publication was filed the 17th day of August A.D. 1896.

Sheriff's Sale.

F. T. Arthur, Attorney.

Sheriff's
Sale.

Ella M. Chandler

v.s.

Lottie A. Wall.

vs. } On 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 Mansfield, Ohio, on Saturday, August 10th 1896, at or about the hour of 1 o'clock P. M. on said day the following described real estate, to wit:

Situated in the Township of Allen, County of Union, and State of Ohio, and bounded and described as follows: No 1. Part of Survey No 2983, beginning at a stone and broken crockery in the westerly line of subdivision No 2 of the Dines Estate and at the southerly corner of John Peaslee's land thence with a southerly line of said Peaslee's land N. 31^o 40' W. 225-poles to a thicket tree in the westerly line of said Survey No 2983, thence with said Survey line S 6^o 31' W. 86 1/2 poles to a stake and staves corner of Joseph Poling's land: thence with the southerly line of said Poling's land S. 32^o 30' E. 116 40-100 poles to a stone in the center of Mansfield and Lemisburg Grand road and at the northerly corner of Charles Pover's land: thence with the northerly line of said Pover's land S 31^o E. 100 60-100 poles to a stone (Witness Elm Sugar) in said westerly line of subdivision No 2, thence with said line N 57^o 30' W. 85-25-100 poles to the place of beginning containing one hundred and nineteen (119) Acres more or less.
Tract No 2.

Situated in the State of Ohio, County of Union, Township of Allen, and part of Survey No 2983 beginning in the center of Buck Run and at a corner of Thomas Stilling's land. Thence with the Easterly line of said Stilling's lands and the lands of Staley, Charles Pover and John Pover N. 57^o 30' E. 100-100 poles to a stone and crockery and crockery at a corner of John Peaslee's land: thence with a southerly line of said Peaslee's land S. 34^o 15' E. 63.00-100 poles to a stone and crock at the northerly corner of subdivision No 2 of said Dines' Estate: thence with the westerly line of said subdivision S. 57^o 30' W. 283-poles to the center of Buck Run: thence up said stream with the center current thence to the place of beginning containing one hundred and twenty five one hundredths (100 25-100) Acres, more or less.
Tract No 3.

Situated in the State of Ohio, County of Union, Township of Allen, and part of Survey No 2983 beginning in the center of Buck Run and at a corner of subdivision No 2 of said Dines Estate: thence with the Easterly line of said subdivision No 2 57^o 30' E. 283-poles to a stone and crockery in the southerly line of John Peaslee's land: thence with said southerly S 34^o 15' E. 63.00-100 poles to a large stone and crockery: thence with a westerly line of said

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Pearce's land and the lands of Thomas Stillings S. 57° 30' N. 280 poles to the center of Buck Run: thence up said stream with the center current thereof to the place of beginning containing ninety two and seventy-five one hundred (92 75-100) more or less.

Tract No. 1 Appraised at \$30 per acre. \$3,570

Tract No. 2 Appraised at \$25 per acre \$2,506 25-

Tract No. 3 Appraised at \$28 per acre \$2,597.

Wm. G. Suedgrass.

Sheriff of Union County Ohio.

July 10th 1895.

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 Mansville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 10th 1895.

W. G. Stearns.

Sworn to and subscribed before me, this 17th day of August 1895-

J. M. Gosnell, Clerk.

Printers Fees, \$28⁰⁰

The following Order of Sale in Partition was filed the 25th day of August A.D. 1895.

The State of Ohio. }
Union County, S.S. } To the Sheriff of said County, greeting:

In pursuance of the Order of the Court of Common Pleas, within and for the County of Union at the April Term, A.D. 1895: in a certain Petition for Partition, now pending in said Court, wherein Ella M. Chandler is plaintiff and Lottie A. Wall et al is defendants, We command you that, without delay, you proceed to sell at Public Auction the lands and tenements in said Petition and Order of Partition described, to wit:

Tract No. 1.

Situated in the State of Ohio, County of Union, Tp. of Allen and part of Survey No. 2983. Beginning at a stone and broken crockery in the westerly line of Sub-division No. 2 of the Dimes Estate and at the southeast corner of John Pearce's land: Thence with a southerly line of said Pearce's land N. 31 deg. 48 min. W. 220 poles to a Hickory tree in the westerly line of said Survey No. 2983. Thence with said Survey line S 50 deg. 30 min. W. 86. 80-100 poles to a stake and stone: corner of Joseph Poling's land: thence with the northerly line of said Poling's land S 32 deg 30 min E. 116. 40-100 poles to a stone in the center of the Mansville and Lewisburg Gravel Road: and at the northerly corner of Chas Pearce's land, thence with the northerly line of said Pearce's land S. 31 deg. E. 105 60-100 poles to a stone (Witness Elm and Sugar) in said westerly line of Sub-division No. 2. thence with said line N. 57 deg. 30 min. W. 86: 20-100 poles to the place of beginning containing one hundred and nineteen (119) Acres more or less.

Tract No. 2. Situated in the State of Ohio, County of Union, Tp. of Allen and part of Survey No. 2983. Beginning in the center of Buck Run and at a corner of Stillings' land thence with the easterly line of said Stillings' lands and the lands of Staley, Chas. Pearce and John Pearce N. 57 deg. 30 min E. 310. 00-100

poles to a stone and crockery at a corner of John Parrel land: thence with a southerly line of said Parrel land: S. 34 deg. 15 min E. 53rd or 100 poles to a stone and crockery at the Northerly corner of Sub-division No 3 of said Dines' Estate thence with the Westerly line of said Sub-division S. 57 deg. 30 min. N. 283. poles to the center of Buck Run: thence up said stream with the center current thereof to the place of Beginning, containing one hundred and 25-100 (100.25) Acres more or less.

Tract No 3.

Situated in the State of Ohio, County of Union. Tp of Allen and part of Survey No 2783. Beginning in the center of Buck Run and at a corner of Sub-division No 3 of said Dines' Estate, thence with the Easterly line of said Sub-division North 57 deg. 30 min. E. 283 poles to a stone and crockery in the Southerly line of John Parrel land: thence with said South line S. 34 deg 15 min E. 53rd or 100 poles to a large stone and crockery, thence with a westerly line of said Parrel land and the lands of Thomas Stilling S. 57. deg. 30 min N. 280 poles to the center of Buck Run, thence up said stream with the center current thereof to the place of Beginning, containing ninety twond or 75-100 (92.70) Acres more or less.

Tract No 1.	Appraised at \$30. ⁰⁰ per acre.	\$ 3570. ⁰⁰
" " 2.	" " \$25. ⁰⁰ " "	\$ 2506. 25
" " 3.	" " \$28. ⁰⁰ " "	\$ 2597. 00

free from any Estate and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and then this writ.

Witness your hand and the Seal of the said Court at Mansville this 9th day of July A. D. 1895.

J. N. Goodell Clerk.
Sheriff's Return.

The State of Ohio }
Union County } S. S.

I received this order of sale on the 9th day of July 1895. And in obedience to the command of the same, I did, on the 10th day of July 1895 cause to be advertised in the Mansville Tribune, (a newspaper printed and published and of general circulation in Union County) one lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 10th day of August A. D. 1895. at one o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 10th day of August A. D. 1895, at the time and place aforesaid, proceed to offer said lands and tenements at public sale; and then and there came William Dines, G. V. Davis and George Ghandler who bid for the same the sum of 1st to Wth Dines for \$2707.²⁵ G. V. Davis 2nd Tract #2230.27 George Ghandler 3rd Tract for \$2527.48 Dollars, and said sum being over two-thirds of the appraised value thereof, and said William Dines, G. V. Davis and George Ghandler being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to them for the said sum of

\$ 7465-
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W^m G. Suddgrass, Sheriff Union County Ohio.

Afterward on the 17th day of September, A.D. 1875 an Entry was made on the Journal by the Clerk of the Court.

Ella M. Chandler, } In Partition.
 v.s. } Confirmation of Sale.
 Lottie A. Wall, et al.

On Motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied on examination, that the same have been had in all respects according to law, the said proceedings, and sales are hereby approved, and confirmed, and the Sheriff is ordered by due duty executed, to convey said premises to the following purchasers, free from dower estate, To William Dimes Tract No one (W) as described in Commissioner's return containing 119 Acres more or less, To ^{Mannie Davis assignee} F. T. Davis, Tract No two (D) as described in Commissioner's return, containing 100²⁵ Acres more or less, To ^{Ella M. Chandler assignee} George Chandler, Tract No three (B) as described in Commissioner's return, containing 92²⁵ Acres more or less.

It is further ordered by the Court that the Sheriff, out of the proceeds of said sale pay, First to the Treasurer of Union County \$137³³ being the taxes and penalty due on said premises, second to the Clerk of this Court the costs of this action including a Counsel fee of \$168²¹ to F. T. Arthur for his services herein, costs \$133²⁰ Total costs & Atty \$301⁵³

The Court now coming to distribute the proceeds of said sale on consideration whereof find, and order as follows: First, that the sum of \$438⁵³ be paid by the Sheriff for taxes, costs and atty fee as above detailed in the following proportions to-wit: Ella M. Chandler one fourth (1/4) Lottie A. Wall one fourth (1/4) Mannie Davis one fourth (1/4) William Dimes one fourth (1/4) and that the Sheriff distribute the residue of said purchase money as follows: To Ella M. Chandler \$1756⁰⁰ To Mannie Davis \$1756⁰⁰

To William D. Dimes \$1756⁰⁰ and to Lottie A. Wall \$1756⁰⁰ less the amount of a Judgment and decree entered against said Lottie A. and Frank T. Wall her husband at the present term of this Court amounting to Principal \$1200, Interest \$21⁰⁰ Total \$1221⁰⁰ leaving a balance to be paid to said Lottie A. Wall of \$535⁰⁰

It appearing to the Court that the purchasers of said estate desire to pay cash for the land by them bought, and the Court finding it to the interest of said estate that they be permitted to pay cash, it is ordered that the Sheriff receive cash from said purchasers and distribute the same in lieu of notes for deferred payments.

Attest
 J. M. Gosnell
 Clerk.

Plead 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 Sept Court on the 9th day of Sept in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 8th day of January A.D. 1895 Katie Bursom Robbins filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Charles H. Robbins, to wit:

Petition
N^o. 6855

Katie Bursom Robbins }
v.s. }
Charles H. Robbins. }
Petition for divorce.
Union County Ohio
Court of Common Pleas.

The said plaintiff says she has been and is now a bona fide resident of the said County of Union and the State of Ohio for more than one year last past. That on or about the year 1886 she and the defendant Charles H. Robbins were lawfully intermarried in said County of Union. That the youngest child born of said marriage is aged nineteen years next month, to wit: Walter J. Robbins whose home is with the plaintiff and their other children are all of adult age. That the defendant without the fault of the plaintiff has for more than three years been guilty of willful absence and plaintiff for that reason is entitled to a divorce from him and to have their marriage annulled by the decree of the Court. Therefore plaintiff asks that she may have a decree of divorce from said defendant whose residence is to the plaintiff unknown and that she have the unlimited control of her property and estate.

Robinson and Woodburn,
Attorneys for Plaintiff.

The State of Ohio Union County, ss.

Katie Bursom Robbins being duly sworn says she believes the allegations of the foregoing petition are true.

Katie Bursom Robbins.

Sworn to before me and signed in my presence January 8th 1895.

J. W. Cornell, Clerk.

The following Proof of Publication was filed the 15th day of March A.D. 1895:

Divorce Notice.

Charles H. Robbins, whose place of residence is unknown, will take notice that Katie Bursom Robbins filed her petition against Charles H. Robbins in the Court of Common Pleas, Union County, Ohio, on the 8th day of January, 1895; praying for a divorce (alleging over three years willful absence as the cause of her action) and absolute control of all of her real and personal property. And this case will be for hearing after six weeks notice.

Robinson and Woodburn,

Attorneys for Plaintiff.

January 9th 1895.

The State of Ohio Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Mansville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with January 9th 1895.

W. B. Shearer.

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Entry
N^o. 6855

Sworn to and subscribed before me, this 11th day of March 1895.
J. N. Gosnell Clerk.
Printers Fees, \$5.00

Afterward on the 11th day of September A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
17. 6855.

Katie B Robins }
v.s. } Entry.
Charles H. Robins }

Now come the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true = The Court also find, that the plaintiff 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 for more than three years of willful absence - 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 Katie B. Robins and Charles H. Robins Sr, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the plaintiff pay the costs of this proceeding

Witness
J. N. Gosnell
Clerk.



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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. Rice Judge of said Court of the term of Sept Term on the 9th day of Sept in the year of Our Lord One thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 18th day of June A.D. 1895 Ora Rupp filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Wm. Rupp to wit.

Petition No. 6925: Ora Rupp Plaintiff v.s. William Rupp Defendant. In the Court of Common Pleas Union County Ohio. Petitioner.

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union. On or about the 5th day of December 1893 at Rush Creek, Union County Ohio, plaintiff and defendant intermarried. There are no children of such marriage living, the defendant has, in disregard of his marital duties, been guilty of gross neglect of duty to plaintiff in that he abandoned plaintiff on the day of said marriage, and has continuously since that time failed and willfully neglected to provide plaintiff and a child of such marriage - which child to be seven months old - with the common necessities of life, so that plaintiff has been compelled to live upon the charity of friends and her own exertions, although defendant has had the ability to support plaintiff - he being an able bodied man, and in almost constant receipt of wages sufficient for the support of both - since said marriage defendant has contributed nothing what ever to the support of plaintiff, and ever since said marriage, defendant has wholly refused and neglected to cohabit with plaintiff, and to permit marital intercourse.

Wherefore plaintiff prays that she may be divorced from the defendant, and may be restored to her maiden name (Ora Davis) and for such other relief as is proper.

J. E. Griffith, Atty for Plaintiff.

State of Ohio } s.s. Union County }

The plaintiff, Ora Rupp, being duly sworn, says she believes the allegations in the foregoing petition she believes are true.

Ora Rupp.

Sworn to and subscribed before me this 18th day of June, A. D. 1895:

State of Ohio } s.s. Union County } J. W. Tilton, Notary Public.

Ora Rupp, plaintiff, being first duly sworn, says that she residence of the defendant, William Rupp, is unknown, and can not with reasonable diligence be ascertained, and that the cause is one of those mentioned in Section 6345 of the Revised Statutes of Ohio.

Ora Rupp.

Sworn to and subscribed before me this 18th day of June, 1895:

J. W. Tilton, Notary Public.

Proof of Publication.

The following William Rupp filed his 6925. plea duty, and after the 7

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Entry No. 6925.

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The following Proof of Publication was filed the 17th day of September A.D. 1895:
Legal Notice.

C. E. Griffith, Attorney.

Proof of Publication.

William Rupp, residence unknown, will take notice that on the 18th day of June, 1895, Ora Rupp filed her petition in the Court of Common Pleas, of Union County, Ohio, being case No. 6925 praying for a divorce from said William Rupp, on the ground of gross neglect of duty, and for the restoration of her maiden name, said cause will be for hearing on and after the first day of August, 1895.

Ora Rupp.

June 19th 1895.

The State of Ohio, Union County, S.S.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for six consecutive weeks in, "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 19th 1895.

W. C. Shearer.

Sworn to and subscribed before me, this day of

Printers Fee \$4.00

Afterward on the 17th day of September A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6925.

Ora Rupp, Plff. } In the Court of Common Pleas,
William Rupp, Def. } Union County Ohio.
Entry.

Now came the plaintiff, and the defendant having been duly and legally summoned by publication, and having failed to appear, the Court find the defendant, Ora Rupp, in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by defendant to be true.

The Court also find that the plaintiff, at the time of filing 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 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 Ora Rupp and William Rupp Sr. and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the petitioner, Sr. and she hereby is, restored to her maiden name of Ora Davis.

It is further ordered that the plaintiff pay the costs of this proceeding.

W. C. Shearer

Clerk.

Pleas continuance and held at the Court House in Mansfield within and for the County of Union in the South Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Rice Judge of said Court of the term of Sept term on the 9th day of Sept in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 8th day of May A.D. 1895 Maggie Graham filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Albert Graham to wit:

Petition N^o. 6915: Maggie Graham Plaintiff } Court of Common Pleas }
v.s. } Union County Ohio. }
Albert Graham Defendant. } Petition for Divorce.

Plaintiff has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union, State of Ohio, on or about the 23rd day of June A.D. 1893 she was married to the defendant in Thompson Township, Delaware County Ohio, and ever since said marriage she has conducted herself as a dutiful and faithful wife. The following child was born of such marriage: Leah Graham, and she died three (3) weeks after her birth. The defendant has in disregard of his marital duties ever since the 24th day of June 1893 been wilfully absent from plaintiff, and during all of that time the defendant has contributed nothing to the support of this plaintiff, and during the life time of their said Daughter Leah Graham, said defendant contributed nothing to pay the expenses of the sickness and burial of their said Daughter - and for the above reasons said defendant is guilty of gross neglect of duty to said plaintiff, and for this abandonment and neglecting said plaintiff and their said child Leah Graham wherefore plaintiff prays that she may be divorced from the defendant, restored to her maiden name of Maggie Jones and have such other and further relief as in equity she may be entitled.

F. T. Arthur,
Attorney for Plaintiff.

The State of Ohio, Union County, S.S.

I, J. N. Conell, Clerk, do hereby certify that Maggie Graham the plaintiff being duly sworn says the facts stated and allegations made in the foregoing petition for divorce are true as she verily believes.

Maggie Graham.

Sworn to before me and subscribed in my presence by the above named plaintiff this 8th day of May A.D. 1895.

J. N. Conell, Clerk.

Maggie Graham Plaintiff }
v.s. }
Albert Graham Defendant.

We Clerk issue summons to the Sheriff of Delaware County Ohio for the defendant returnable according to law. Under Petition for Divorce May 8th 1895.

F. T. Arthur, Atty for Plff.

Summons.

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The following summons in Divorce was filed the 18th day of May A.D. 1895:

The State of Ohio }
 Union County S.D. } To the Sheriff of
 Delaware County.

You are commanded to notify Albert Graham that Maggie Graham 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 20th day of May A.D. 1895.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 8th day of May, A.D. 1895.

J. N. Gosnell, Clerk.

Sheriff's Fee.	\$	9.
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Docket & J.		40
Return.		25
Postage.		06
Total.	4	98.

Received 8 o'clock A.M. on the 9th day of May A.D. 1895, and on the 16th day of May A.D. 1895. I served the same by leaving at the usual place of residence of the within named defendant, Albert Graham a true copy thereof together with a certified copy of the Petition.

Stephen P. Thrall, Sheriff.
 By John D. Griffith Deputy.

Afterward on the 10th day of September A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry }
 Maggie Graham }
 v.s. }
 Albert Graham. }

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herin: and having failed to appear, the Court find the defendant in default for answer and answer to said petition, and find that the allegations thereof are confessed by defendant to be true. The Court also find, that the plaintiff, at the time of filing 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 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 Maggie Graham and Albert Graham be, and the same hereby is, dissolved, and said plaintiff restored to her maiden name of Maggie Jones, and both parties are released from the obligations of the same, and that the defendant pay the costs of this suit Taxed at \$ in ten days or that expenses issue therefor.

Attest
 J. N. Gosnell
 Clerk.

Plead continuance and held at the Court House in Mansfield within and for the County of Union in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Rice Judge of said Court of the term of Sept Term on the 9th day of Sept in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore on the 10th day of November A.D. 1894. Elena Moore filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Daniel J. Moore. To wit:

Petition
No. 6825: Elena Moore, Plaintiff, } Union County Ohio.
v.s. } Court of Common Pleas.
Daniel J. Moore, Defendant. } Petitions.

Elena Moore the above named complainant says that she is an actual resident of said County of Union; and that she has been a bona fide resident of the State of Ohio continuously for one year and more last past. That she and the said defendant Daniel J. Moore were married to each other on or about the 1st day of April A.D. 1890. That there are no children of said marriage, and that she has always conducted herself as a true and faithful wife to said Daniel J. Moore and that the said defendant deserted her this complainant without any just cause or provocation and has been wilfully absent for more than three years last past and that he has been guilty of gross neglect of duty in failing to provide for this plaintiff and that this plaintiff was compelled to go out to work to make her living. Wherefore the plaintiff prays that she be adjudged and decreed a divorce from the said husband Daniel J. Moore. And that the bonds of their said marriage may be absolutely dissolved that she be restored to her maiden name, to wit: Elena Stone for costs and all proper relief.

W. W. Merchant, Attorney for Plaintiff.

The following Affidavit for Publication was filed the 14th day of May A.D. 1895.

Affidavit
for
Publication
No. 6826: Elena Moore, } Common Pleas Court
v.s. } Union County Ohio.
Daniel J. Moore. } Affidavit for Publication.

Elena Moore the above named plaintiff swears that service of a summons and a copy of the petition herein can not be made within this State upon said defendant Daniel J. Moore and that this action is brought by the said Elena Moore against the said Daniel J. Moore in this Court for divorce according to the statutes in such case made and provided; and further affiant saith not.

Mrs Elena Moore.

Sworn to before me and by affiant subscribed in my presence this 14th day of May A.D. 1895.

J. W. Gosnell, Clerk.

Proof of Publication.

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Daniel J. will take Common Cause No. Daniel J name of The said later than of this no

By W. D.

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Sworn to

Affidavit by the Clerk

Entry No. 6826.

Elena v.s. Daniel J.

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Proof of Publication.

The following Proof of Publication was filed the 9th day of Sept. A.D. 1895.
Divorce Notice.

Daniel J. Moore, whose place of residence is unknown, late of Union County Ohio, will take notice that on the 13th day of November, A.D. 1894 in the Court of Common Pleas of Union County Ohio, where the action is now pending, being Cause No. 6825 the undersigned, Glenna Moore, filed her petition against the said Daniel J. Moore praying for divorce from him and for the restoration to her former name of Glenna Steiner.

The said Daniel J. Moore is required to answer the petition in said action not later than six (6) weeks after the 16th day of May 1895, the date of the first publication of this notice or such divorce may be granted.

Glenna Moore.

By W. W. Merchant, her Attorney.

Proof of Publication

The State of Ohio }
Union County } S.S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with May 16th 1895.

A. J. Gave.

Sworn to and subscribed before me this 9th day of September A.D. 1895.

W. W. Merchant, Notary Public.

Afterward on the 16th day of September A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry No. 6825.

Glenna Moore }
v.s. } Entry
Daniel J. Moore. }

This cause coming on to be heard upon the petition of the plaintiff the defendant being in default for answer and demand, and the having heard all the proofs and evidence adduced by the plaintiff and being fully advised in the premises doth find that the defendant has been duly summoned by publications for six consecutive weeks in the Union County Journal and that a copy was sent to his last known address, and that he had been guilty of "Gross neglect of duty" and "Willful absence for more than three years" and that all the facts stated in the Petition are true whereupon by reason of said admissions on the part of said defendant Daniel J. Moore the said Glenna Moore is hereby granted an absolute divorce from her said husband and the said marriage between them annulled and she restored to her maiden name of Glenna Steiner.

W. W. Merchant her Attorney.

Attest
J. N. Gosnell
Clerk.

Plead continuance and held at the Court House in Maupville within and for 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 Sept Term: on the 9th day of Sept in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 9th day of September A. D. 1895. The Union Banking Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W. S. Rogus - John A. Green - D. S. Greider and B. R. Suddeth to wit:

Petition and Answer in heretofore.

The State of Ohio }
 } In the Court of Common Pleas
Union County S. D. }

The Union Banking Company }
 } v. s. }
W. S. Rogus, John A. Green - D }
S. Greider and B. R. Suddeth. } Petition.

The Plaintiff says that it is a corporation duly incorporated under the laws of the State of Ohio and doing a General Banking Business at Maupville Ohio. This action is founded upon a promissory note of which the following is a copy with all the credits and endorsements thereon.

\$779.²⁵ Maupville Ohio January 2nd 1895.
Thirty days after date, for value received, we or either of us promise to pay to The Union Banking Company or order at the Banking House of said Company, at Maupville Ohio Seven Hundred and Seventy nine.²⁵/₁₀₀ dollars with interest at 8 per cent. after maturity. And we hereby authorize any Attorney at Law to appear for us or either of us in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio. Waive the issuing and service of process, against us or either of us and confess judgment in favor of the said The Union Banking Company against us or either of us for the amount that may be due thereon with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals, this second day of January A. D. 1895.
W. S. Rogus,
John A. Green,
D. S. Greider,
B. R. Suddeth.

Said note is hereto attached and made a part of this Petition. There is due to Plaintiff from the Defendants on said note the sum of Seven hundred and Seventy nine and ²⁵/₁₀₀ Dollars, which Plaintiff claims with interest from the 2nd day of February A. D. 1895, at 8 per cent per annum making now due \$816.²⁵ with interest at 8 per cent per annum from Sept 9th 1895 and for which, with costs of suit, Plaintiff asks judgment against the Defendants.

J. H. Binkhade, Attorney for Plaintiff.

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The State of Ohio, Union County, S. C.

J. H. Kinkade being sworn, says that he is Attorney for Plaintiff and had possession of said note and same is for money only. And that the facts stated and allegations in said Petition are, as affiant believes, true.

Sworn to before me, and signed in my presence, this 9th day of Sept. A.D. 1895.

J. H. Kinkade.
J. V. Cornell, Clerk of Courts.

Answer.

The Union Banking Company
v.s.
W. S. Rogers, Jno. A. Green, D. S. Brides, and B. R. Suddeth.

Court of Common Pleas,
Union County, Ohio.

Answer.

The Defendants, W. S. Rogers, John A. Green, D. S. Brides, and B. R. Suddeth, by A. B. Robinson Attorney, and an Attorney at Law of record in this Court, duly authorized thereof 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 Defendants by A. B. Robinson 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 its Petition set forth, and that the amount due upon said indebtedness at this day is the sum of Eight hundred and Sixteen and 8/10 Dollars, bearing interest at 8 per cent, per Annum and accruing costs and 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.

A. B. Robinson, Attorney for Defendant.

Entry.

The Union Banking Company
v.s.
W. S. Rogers, John A. Green, D. S. Brides and B. R. Suddeth.

Judgment by Confession for \$816.⁸⁵

This day came the Plaintiff by J. H. Kinkade, Attorney and filed its Petition against said Defendants, and thereupon A. B. Robinson 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 Defendants, waived the issuing and service of process, entered the appearance of said Defendants herein, and acknowledging that said Defendants did owe and were indebted unto the Plaintiff as it has in its petition alleged, by virtue of said Warrant of Attorney, confessed that there was due from said Defendants to said Plaintiff on said indebtedness, the sum of Eight hundred and Sixteen and 8/10 Dollars bearing interest at 8 per cent, per Annum, and that said Plaintiff ought to receive of said Defendants a Judgment for that sum.

It is therefore considered by the Court here that the said The Union Banking Company Plaintiff do receive of the said W. S. Rogers, John A. Green, D. S. Brides and B. R. Suddeth Defendants the sum of Eight hundred and Sixteen and 8/10 Dollars so confessed, as aforesaid, with interest from Sept 9th 1895 at 8 per cent, per Annum and also costs in its 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 therein, are by said Defendants waived and released.

Attest J. V. Cornell Clerk.

Pleas continuance and held at the Court House in Mansville 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. Rice Judge of said Court of the term of September Term on the 9th day of September in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that hereofon to wit on the 4th day of October A.D. 1895. The Union Banking Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition and Answer against Mrs. M. R. Moore, J. T. Moore, and Alf Scott to wit:

The State of Ohio }
 In the Court of Common Pleas
 Union County, S.S. }

The Union Banking Company, Plff.
 v.s.
 Mrs. M. R. Moore, J. T. Moore, & Alf Scott, Defs.

The Plaintiff says that it is a corporation duly organized under the Laws of the State of Ohio and doing a General Banking business at Mansville Ohio that this action is founded upon a promissory note of which the following is a copy, with all the credits and endorsements thereon:

\$ 900.00
 Mansville Ohio, June 20th 1893.
 Six months after date for value received, Six months after date for value received We or either of us, promise to pay to The Union Banking Company or order, at the Banking House of said Company, at Mansville Ohio Nine hundred Dollars with interest at 8 per cent. after maturity
 And We hereby authorize any Attorney at Law to appear for us or either of us in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us or either of us, and confess Judgment in favor of the said Union Banking Company against us or either of us for the amount that may be due thereon, with costs of suit; and to waive and release all errors in said proceedings, petition in error, and the right of appeal from the judgment rendered.

Witness our hands and seals And this day of A.D. 189
 Mrs. M. R. Moore. Seal
 J. T. Moore. Seal
 Alf Scott. Seal

No. 4006. Due Dec. 20th 1893.

Said Note is hereto attached. Marked Exhibit "A" and made a part of this Petition - Said Note has credits Endorsed " Paid Interest to June 1st 1894 " Paid 66% Principal April 1st 1895. There is due to Plaintiff from the Defendants on said note the sum of Eight hundred forty three and 70/100 Dollars which it claims with interest from the 1st day of April A.D. 1895. at 8 per cent. per annum, and for which, with costs of suit Plaintiff asks Judgment against the Defendants.

The State of Ohio, Union County, S.S. J. B. Brinkade, Attorney for Plff.
 J. B. Brinkade bring sworn, says that he is the Attorney of The Union Banking Company, The Plaintiff and is in possession

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of the note upon which this action is brought and Plaintiff a corporation and that the facts stated and allegations in said Petition are, as affiant believes, true.

Done to before me, and signed in my presence, this 4th day of October, A.D. 1895.
J. H. Kinkade.
J. N. Gornell. Clerk

Answer.

The Union Banking Company, Plaintiff. } Court of Common Pleas.
v.s. } Union County Ohio.
Mrs M. R. Moore, J. T. Moore, and A. F. Scott, Deft.

Answer.

The Defendants Mrs M. R. Moore, J. T. Moore, and A. F. Scott, by Richard Gamewell Attorney, and an Attorney at Law of record in this Court, duly authorized thereof, 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 herein, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein: and said Defendant by Richard L. Gamewell 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 its Petition set forth, and that the amount due upon said indebtedness at this day is the sum of Eight hundred and forty three ⁰⁰/₁₀₀ Dollars bearing interest at 8 per cent, per Annum, and therefore, for that sum, with interest from April 1st 1895 at 8 per cent, per Annum and accruing costs confess Judgment in favor of the Plaintiff, and waive and release all errors in this proceeding and said Judgment, and all proceedings, petitions, and writs of error therein.

Richard L. Gamewell

Attorney for Defendant.

Entry.

Entry.

The Union Banking Company, } Judgment by Confession for \$843.⁰⁰/₁₀₀
v.s. } 8% from April 1st 1895.
Mrs M. R. Moore, J. T. Moore & A. F. Scott.

This day came the Plaintiff by J. H. Kinkade, Attorney and filed its Petition against said Defendants and thereupon Richard L. Gamewell 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 shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendants, waived the issuing and service of process, entered the appearance of said Defendants herein, and acknowledging that said Defendants did owe and were indebted to the Plaintiff as it had in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said Defendants to said Plaintiff, on said indebtedness, the sum of Eight hundred forty three ⁰⁰/₁₀₀ Dollars, bearing interest at 8 per cent, per Annum, and that said Plaintiff ought to recover of said Defendants a Judgment for that sum. It is therefore considered by the Court here that the said The Union Banking Company Plaintiff do recover of the said Mrs M. R. Moore, J. T. Moore and A. F. Scott, Defendants the sum of Eight hundred forty three ⁰⁰/₁₀₀ Dollars, so confessed, as aforesaid, with interest from April 1st 1895 at 8 percent per Annum, and a few costs in its behalf expended, 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 therein, are by said Defendants waived and released.

Attest

J. N. Gornell Clerk.

Plead 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. Rice Judge of said Court of the term of Sept Term on the 9th day of September in the year of Our Lord one thousand eight hundred and ninety five.

Be it remembered that hereupon to wit on the 25th day of September A.D. 1895 J. D. Matur filed in the Clerk's Office of the said Court of Common Pleas the following Petition. Answer and Entry as to Cognovit Note against James M. Donald and C. R. Higgins. To wit:

The State of Ohio, }
Union County S.S. } Court of Common Pleas.

J. D. Matur. Plaintiff }
vs. }
James M. Donald & C. }
R. Higgins. Defendant. } Petition

Petition.

The Plaintiff J. D. Matur for cause of action against the Defendants James M. Donald and C. R. Higgins says that The defendants on the 20th day of May A. D. 1895, executed and delivered to said Plaintiff their promissory note of that date, with the warrant of Attorney annexed. True copies of which warrant and note, with all the endorsements thereon, are hereto attached, marked Exhibit "A" and made a part of this petition. Said note is unpaid, except as shown by said endorsements, and there is now due the plaintiff on said note the sum of Two hundred and thirty dollars and cents with interest at the rate of Eight per cent. per annum from the 20th day of May A. D. 1895. Wherefore plaintiff pray judgment against said defendants for the sum of Two hundred and thirty dollars and cents with interest thereon from the 20th day of May A. D. 1895 at the rate of Eight per cent per annum till paid and for costs of suit

The State of Ohio Logan County ss }
J. R. Williams being sworn says that he is the Attorney of said plaintiff. That this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true in substance and in fact

Sworn to by said J. R. Williams before me and by him signed in my presence this 21st day of September A. D. 1895
J. R. Williams
James C. Oder
Notary Public

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

J. S. Matur Plaintiff }
vs. }
James M. Donald and }
C. R. Higgins Defendants } Answer

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process

Answer

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J. D. Matur
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therein. and confess a judgment in favor of said plaintiff, against said defendant on said note for the sum of Two Hundred and thirty six dollars and Eighteen 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 to appeal in the premises

James A. Odeu attorney for Defendant

238.⁰⁰

Note

West Liberty Ohio May 20th 1895

Sixty days after date we or either of us promise to pay to J. D. Mather or Order Two Hundred Thirty Dollars at the Banking House of the Farmers' Banking Company in West Liberty, for value received with interest at Eight per Centum per annum, payable semi-annually until paid and interest at the same rate on interest overdue

And we hereby authorize and empower any Attorney at Law at any time after the above note becomes due, to appear for us, or any of us without process in any Court of Record, and waive the issuing and service of process, and confess, and consent to a judgment against us jointly or severally or against any of us, for the amount of said note and interest and costs in favor of the legal holder of said note and to consent that said judgment bear interest at the rate of eight per centum per annum payable annually, until paid and to release all errors and waive all right of appeal, and all right to file any petition in Error

Witness our hands and seals this 20th day of May A.D. 1895

James M^{rs} Donald (Seal)
W R Higgins (Seal)

J. D. Mather Plaintiff
vs
James M^{rs} Donald and
W R Higgins Defendants

Judgment Entry \$236¹⁸/₁₀₀

Entry

This day came the plaintiff, by his attorney; also, appeared in open court, for and on behalf of said defendant James A. Odeu 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 thirty Six dollars and Eighteen 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 Two Hundred and thirty six dollars and Eighteen Cents being the amount of said note with interest computed at eight per cent per annum from the 20th day of May A.D. 1895 and also the costs herein expended taxed at \$

Attest J. N. Gasmell Clerk

Pleas continued 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. Rice Judge of said Court of the term of September to wit on the 9th day of Sept in the year of our Lord One thousand eight hundred and Ninety five

Be it remembered that heretofore to wit on the 10th day of September A.D. 1895 the Champaign National Bank of Urbana Ohio filed in the Clerk's office of the said Court of Common Pleas the following Petition against John J. Neff and Elsie Mc Neff to wit

The State of Ohio }
Union County } Court of Common Pleas

The Champaign National Bank of Urbana Ohio }
vs }
John J. Neff and Elsie Mc Neff }

Petition

Petition No 6961

The plaintiff says that it is a Corporation duly organized under the laws of the United States for the purpose of doing a Banking business at Urbana Ohio that the defendants on the 25th day of May A.D. 1895 executed and delivered to the plaintiff said the Champaign National Bank of Urbana Ohio this promissory note of that date with the warrant of attorney annexed. true copies of which warrant and note with all the indorsements thereon are hereto attached marked Exhibit A and made part of this petition

Exhibit A \$1590⁰⁰ Urbana Ohio May 25th 1895

One Month after date we or either of us promise to pay to the Champaign National Bank of Urbana Ohio or Order, Fifteen hundred & Ninety Dollars At their office for value received with interest at eight per cent per annum after maturity; and it is understood that the liability of neither of us is to be affected by further time being given for payment and in case said sum shall not be paid when due we or either of us do hereby empower ----- or any attorney at law in the State of Ohio to appear for us or either of us in any Court of Record or before any Justice of the Peace of the State of Ohio in any action in favor of the Champaign National Bank of Urbana Ohio its Successors Assigns or owners or owners of this note for the above sum at any time after the same becomes due and acknowledge the service of process or receive the same receive a petition and confess a judgment against us or either of us in favor of said the Champaign National Bank of Urbana Ohio its Successors Assigns or owners or owners of this note for the above sum and interest thereon from maturity at the rate of eight per cent per annum and cost of suit and release all errors and petitions in error in said suit and this shall be the warrant for so doing

Exhibit A Copy

Signed John J. Neff
Elsie M. Neff

Said note is unpaid except as shown by said indorsements and there is now due the plaintiff on said note the sum of Fifteen hundred and Ninety dollars and cents with interest at the rate of 8 per cent per annum from the 25th day of June A.D. 1895

Wherefore plaintiff prays judgment against said defendants for the sum of sixteen hundred and sixty two dollars and fifty cents with interest thereon from the 10th day of September A.D. 1895 at the rate of 8 per cent per annum till paid and for costs of suit

E. E. Cheney Attorney for Plaintiff

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Answer

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Plaintiff

The State of Ohio
 Union County ss

E. E. Cheney being sworn says that he is the attorney of said plaintiff. that this action is brought upon an instrument in writing for the unconditional payment of Money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition as true in substance and in fact

Sworn to by said E. E. Cheney before me and by him signed in my presence this 10th day of September A.D. 1895

E. E. Cheney
 J. N. Gosnell
 Clerk of the Court

The State of Ohio
 Union County ss

Court of Common Pleas

The Champaign National Bank
 of Urbana Ohio
 vs
 John J. Kliff and Elsie M. Kliff

Answer

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition. I an attorney at law in the several courts of record of this State do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein and confess a judgment in favor of said plaintiff against said defendants on said note for the sum of sixteen hundred and sixteen dollars and fifty cents being the amount appearing due for principal and interest on said note and also for costs of suit taxed and to be paid; and I do hereby release and waive all exceptions errors and right of appeal in the premises -

M. F. Hoopes
 Attorney for Defendants
 John J. Kliff and Elsie M. Kliff

The Champaign National
 Bank of Urbana Ohio
 vs
 John J. Kliff and Elsie M. Kliff

Judgment Entry
 \$1616.50

This day came the plaintiff by its attorney, also appeared in open court for and on behalf of said defendants - an attorney at law of this court and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants entered the appearance of said defendants and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for sixteen hundred and sixteen dollars and fifty cents being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed and released and 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 sixteen hundred and sixteen dollars and fifty cents being the amount of said note with interest computed at 8 per cent. per annum from the 25th day of June A.D. 1895 and also costs herein expended taxed at \$

No 6959

Pleas Continuance and held at the Court House in Marysville within and for the County of Union in the Ninth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Rice Judge of Said Court of the Term of September to wit on the 9th day of September in the year of our Lord one Thousand Eight Hundred and Ninety five

Be it remembered heretofore to wit on the 9th day of September A.D. 1895 A.S. Moorgridge filed in the Clerks office of the Said Court of Common Pleas the following Petition against S.D. Laird and Moses Laird to wit

Petition and Answer in Cognovit

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

Petition A.S. Moorgridge } Plaintiff
 } against
 } S.D. Laird and
 } Moses Laird } Defendants

Petition

The Plaintiff says this his action is founded upon a promissory Note of which the following is a copy with all the credits and indorsements thereon \$300⁰⁰

Marysville Ohio January 20th 1893 One year after date for value received we jointly and severally promise to pay A.S. Moorgridge or order at the Office of John Mc Brodick Attorney at Law Marysville Ohio Three Hundred Dollars with interest from date at the rate of Six and 1/2 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 the same 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 S.D. Laird
Moses Laird

Indorsed
Interest paid to January 20th 1894

There is due to plaintiff from the Defendants on said note the sum of Three Hundred Dollars which he claims with interest from the 20th day of January A.D. 1894 at 6 1/2 per cent per annum payable annually and for which with costs of suit he asks judgment against the Defendants

John Mc Brodick
Attorney for Plaintiff

The State of Ohio }
 } John Mc Brodick being sworn says that he is the duly authorized
Union County ss } attorney for said plaintiff that said plaintiff is a non resident
of said County of Union and that the facts stated in said petition are as affiant
believes true

Sworn to before me and signed in my presence this 9th day of September A.D. 1895
J.W. Small Clerk of the Court

Answer

A.S. Moorgridge
vs
S.D. Laird
Moses Laird

The Defendant
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A.S. Moorgridge

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Answer

Entry

Court of Common Pleas Union County Ohio
A. S. Moorgrudge } Plaintiff
vs }
S. D. Laird and } Defendants
Moses Laird }

Answer

The Defendants S. D. Laird and Moses Laird by W. W. Merchant their attorney and an Attorney at Law of record in this Court duly authorized therefor by the Warrant of Attorney embracing 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 Defendants by W. W. Merchant 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 three hundred and thirty two and 7/100 Dollars bearing interest at 6 1/2 percent per annum and therefore for that sum with interest from September 9th 1895 at 6 1/2 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

No 6959
A. S. Moorgrudge } Plaintiff
vs }
S. D. Laird and } Defendants
Moses Laird }

W. W. Merchant
Attorney for Defendant

Entry
Judgment by Confession \$332 7/10

This day came the Plaintiff by John M. Braddock his Attorney and filed his Petition against said defendants and thereupon W. W. Merchant an Attorney at Law of this Court by virtue of a warrant of Attorney for that purpose duly executed by said defendants now produced in open Court proven shown to the Court and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendants waived the issuing and service of process entered the appearance of said Defendants herein and acknowledging that said Defendants did owe and were indebted unto the Plaintiff as he has in his petition alleged by virtue of said Warrant of Attorney, confessing that there was due from said Defendants to said Plaintiff on said indebtedness the sum of three hundred and thirty two and 7/100 Dollars bearing interest at 6 1/2 percent per annum and that said Plaintiff ought to recover of said Defendants a judgment for that sum

It is therefore considered by the Court here that said A. S. Moorgrudge Plaintiff do recover of the said S. D. Laird and Moses Laird Defendants the sum of three hundred and thirty two and 7/100 Dollars so confessed as aforesaid with interest from September 9th 1895 at 6 1/2 per cent per annum, and also costs in his behalf expended taxed at \$ and by virtue of said Warrant of Attorney all errors in this action judgment and proceedings and all proceedings petitions and writs of error thereon are by said Defendants waived and released

Pleas Continuance and held at the Court House in Marysville within and for the County of Union in the Ninth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of said Court of the term of Sept to wit on the 9th day of Sept in the year of our Lord one thousand eight hundred and Ninety five

Be it remembered that heretofore to wit on the 10th day of September A.D. 1895 Mrs Fannie Frank filed in the Clerks office of the said Court of Common Pleas the following Petition against E.P. Sampson & Mary A Sampson To wit

Petition and answer in Cognovit

The State of Ohio }
Union County ss } Court of Common Pleas

Mrs Fannie Frank Adminr }
vs } Plaintiff } Petition
E.P. Sampson & Mary A Sampson }
Defendant }

Petition

The Plaintiff says that she is the duly appointed and acting Administrator of the Estate of Mary Frank deceased to whom letters of Administration were duly issued by the Probate Court of Delaware County Ohio. that this action is founded upon a promissory Note of which the following is a copy with all the credits and indorsements thereon. There are no credits or indorsements thereon \$400⁰⁰

Copy of Note

Delaware Ohio May 11th 1894

Six Months after date for value received we promise to pay to the order of Mrs Fannie Frank Adminr - Four Hundred Dollars with Interest at the rate of Eight per Centum per annum and we hereby authorize any attorney whom we 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

Sue Nos 11394

E.P. Sampson (Seal)

Mary A Sampson (Seal)

There is due to plaintiff from the Defendants on said note the sum of Four Hundred Dollars which she claims with interest from the 11th day of May A.D. 1894 at 8 per cent per annum and for which with costs of Suit she asks Judgment against the Defendants

F. A. Owens Attorney for Plaintiff

The State of Ohio Union County ss }

F. A. Owens being sworn says that he is the attorney of plaintiff duly authorized herein, that this action is founded upon a certain promissory Note an instrument for the unconditional payment of Money only and that the facts stated and allegations in said petition are as affiant believes true

F. A. Owens

Sworn to before me and Signed in my presence this 10th day of September A.D. 1895

J. N. Gosnell Clerk

Answer

Mrs Fannie Frank

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Answer

Court of Common Pleas Union County Ohio
Mrs Fannie Frank Admrs Plaintiff
vs
E.P. Sampull and Mary A Sampull Defendants

Answer

The Defendants E.P. Sampull and Mary A Sampull
by W.W. Merchant 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 Defendants by W.W. Merchant 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 her Petition set forth, and
that the amount due upon said indebtedness at this day is the sum of Four Hundred
Dollars bearing interest at 8 per cent. per annum and therefore for that sum, with
interest from May 11. 1894 at 8 per cent per annum to wit the sum of \$448 ⁴⁷/₁₀₀ and
accruing costs confess judgment in favor of the Plaintiff and waive and release
all errors in this proceeding and said judgment and all proceedings, petitions
and writs of Error therein

W.W. Merchant Attorney for Defendant

Entry

Entry
Court of Common Pleas Union County Ohio

Mrs Fannie Frank Admrs Plaintiff
vs
E.P. Sampull and Mary A Sampull Defendants

This day came the Plaintiff by F.A. Owens
her Attorney and filed her Petition against said Defendants and thereupon W.W.
Merchant an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that
purpose duly executed by said Defendants now produced in open Court proven
shown to the Court and filed with the Clerk thereof, appeared in open Court in behalf
of the said Defendants waived the issuing and service of process, entered the appearance
of said Defendants herein and acknowledging that said Defendants did owe and were
indebted unto the Plaintiff as she has in her petition alleged by virtue of said Warrant
of Attorney confessed that there was due from said Defendants to said Plaintiff
on said indebtedness the sum of Four Hundred Dollars bearing interest at 8 per cent
per annum and that said Plaintiff ought to recover of said Defendants a judgment
for that sum. It is therefore considered by the Court here that the said Mrs
Fannie Frank Admrs Plaintiff do recover of the said E.P. Sampull and Mary
A Sampull Defendants the sum of Four Hundred and Forty Three and ⁴⁷/₁₀₀ Dollars
so confessed as aforesaid with interest from September 11th 1895 at 8 per cent per
annum and also costs in her behalf expended taxed to \$ — and by virtue of
said Warrant of Attorney all errors in this action judgment and proceedings and
all proceedings, petitions and writs of Error thereon are by said Defendants
waived and released

attest
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. Peice Judge of said Court of the term of September Term on the 9th day of September in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore Term on the 20th day of February A.D. 1893. W. S. Rogus Adm. to. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Ophile Term:

The State of Ohio Union County, S. C.

To the Court of Common Pleas.

Winfield S. Rogus as Administrator with Will of Nancy Rogus annexed. Plaintiff.

v. S.

John Ophile. Defendant.

Petition.

Petition.

The said plaintiff says, that he is the duly appointed and qualified Administrator with the will annexed, of Nancy Rogus. And for his first cause of action says that on the 1st day of January 1885, the said John Ophile made and delivered to the said Nancy Rogus his promissory note of that date, and thereby promised to pay to the order of Nancy Rogus the sum of Eighteen Hundred Dollars, and sixty nine cents with interest thereon to be paid annually, a copy of which note is hereto attached marked "A" and made part thereof. There are no indorsements on said note. The said Nancy Rogus by the terms of her last will provided as follows: "I hold notes against my sons W. S. Rogus and G. P. Rogus, and my son-in-law John Ophile, and I desire my executor to collect the interest on said notes from year to year, and use the same in the support of said John Rogus, and in keeping my said real estate in repair, and at the death of said John Rogus or in case I out live him then at my death, all of said notes are to become absolutely void and of no effect, being in the nature of a legacy to each of them.

The said John Ophile is a son in law of the said Nancy Rogus, and John Rogus is her husband who still survives her, and the note herein mentioned is one of the notes referred to in said will.

There is due the plaintiff as such Administrator from the said John Ophile the yearly interest on said note from January 1st 1885, as follows: \$108.00 with interest from January 1st, 1886; \$108.00 with interest from January, 1st, 1887; \$108.00 with interest from January 1st, 1888; \$108. with interest from January, 1st, 1889; \$108.00 with interest from January 1st, 1890; \$108.00 with interest from January, 1st, 1891; \$108.00 with interest from Jan 1st, 1892. Second cause.

for a second cause of action against the said defendant the plaintiff says: That on the said 1st day of January 1885, the said John Ophile executed and delivered to the said Nancy Rogus his certain other promissory note of that date and thereby promised to pay to the said Nancy Rogus or order the sum of Two Hundred and Forty Seven Dollars, and sixty nine cents with interest at 8% to be paid annually from date.

Summons

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There is an indorsement on said note of \$100, of the date of Oct 15th 1889, but there are no other indorsements on said note. A copy of said note with the indorsement is hereto attached marked "B" and made part hereof. Said note is one of the notes mentioned in the Will of said Nancy Rogus, and there is due the plaintiff as such Administrator thereon from the said John Ophile, as interest the following sums subject only to the said credit, to wit: \$19.80 with interest from January 1st 1886: \$19.80 with interest from January 1st 1887: \$19.80 with interest from January 1st 1888: \$19.80 with interest from January 1st 1889: \$19.80 with interest from January 1st 1890: \$19.80 with interest from January 1st 1891: \$19.80 with interest from January 1st 1892.

By the terms of the said Will only the interest on said notes is to be collected, by the personal representative of the said Nancy Rogus, and this action is brought only for said interest without disturbing the principal of said notes.

Wherefore the plaintiff prays Judgment against the said John Ophile, for the said several sums of interest, with interest on each installment from the time it became due, amounting now to the sum Total of Eleven Hundred Dollars, and for all such other and further relief as may be just and proper.

J. L. Hamman
Atty for Plaintiff.

The State of Ohio, Union County, S.S.

Winfield S. Rogus Plaintiff being first duly sworn says the facts stated and allegations made in his foregoing Petition are true as he believes.

W. S. Rogus.

Sworn to before me and signed in my presence this 20th day of February, 1892.

R. M. Gray, Clerk.

Copy of Note "A"

\$1800.69

Marysville January 1st 1890.

One year after date I promise to pay to the order of Nancy Rogus Eighteen Hundred and 69/100 Dollars at 6% Int to be paid Annually value received.

John Ophile.

Copy of Note "B"

\$247.69

Marysville January 1st 1890.

One year after date I promise to pay to the order of Nancy Rogus Two Hundred and Forty Seven & 9/10 Dollars, at Eight per cent Int to be paid Annually, value received.

John Ophile.

The following Summons was returned and filed the 29th day of February, A.D. 1892.

The State of Ohio

To the Sheriff of Union County.

Union County

You are hereby Commanded to notify John Ophile that he has been sued by W. S. Rogus, Administrator with Will Annexed of Nancy Rogus dec'd in the Court of Common Pleas of Union County, and must answer by the 19th day of March A.D. 1892, or the petition of the said Plaintiff will be taken as true and Judgment rendered accordingly.

Summons

You will make due return of this summons on the 29th day of February A.D. 1892.
Witness my hand and the seal of said Court this 20th day of February A.D. 1892.
R. M. Cook, Clerk.

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

Sheriff's Fee	2	Received this writ February the 20 th A.D. 1892. at 10 o'clock A.M. and served same by delivering personally a true and certified copy of this writ with the indorsements thereon to the within named John Ophile Defendant on the 27 th day of February A.D. 1892.
Service & Return	30	
Mileage	32	
Copy	20	
Total	82	

Thomas Martin, Sheriff.

The following Answer was filed the 12th day of April A.D. 1892.

Answer. Winfield S. Rogus Adm^r & Co. }
No. 6337. v.s. } Court of Common Pleas
John Ophile, Defendant. } Union County Ohio.
Answer.

The said defendant for his Answer to the plaintiff's petition says he denies that by the Will of Nancy Rogus the said plaintiff is authorized to maintain this action and says that by said Will the interest on the notes in said petition described was devised to John C. Rogus during his life and that on the 17th day of February 1892 the defendant and the said John C. Rogus made a settlement of all accounts and demands including the interest due on said notes in the petition described and on settlement of the mutual accounts and said interest up to the time of the commencement of this action the defendant released all claims and accounts against said Nancy Rogus and John C. Rogus and paid said John C. Rogus fifty dollars and received the receipt in full in the words and figures following v.s.

Winfield S. Rogus Adm^r with Will }
Assignee of Nancy Rogus dec^d. } Court of Common Pleas
v.s. } Union County Ohio.
John Ophile, Defendant. } No. 6337.

Received of John Ophile Fifty dollars and other payments heretofore made and accounts which I accept on interest in full on the notes in the petition described in the above case to February the 20th 1892 and release said John Ophile of all claim of interest to said date March 14th 1892.

Witness James S. Gaster. John C. Rogus.
And the defendant says that by reason of said settlement payment and release the said claim set up and described in plaintiff's petition became and was satisfied cancelled and released.
The said defendant further answering says that there was no consideration whatever passed from said Nancy Rogus to this defendant for said note mentioned in said petition or either of them but says that this defendant and plaintiff Winfield S. Rogus and Pitt Rogus were indebted to said John C. Rogus and by the mutual arrangement between said John C. Rogus

Demurrer No. 6337.

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Nancy Rogers, this defendant Winfield S. Rogers and G. Pitt Rogers the said indebtedness was to be cancelled and given up and instead thereof said defendant and said Winfield S. Rogers and G. P. Rogers were to execute to the said Nancy Rogers notes for the amounts they were so indebted to said John G. Rogers simply for the purpose of securing a maintenance for them so far as they should need. The same said defendant executed said notes in compliance with his part of said agreement and from time to time paid in work and provisions and labor as said John and Nancy Rogers needed and required by them and to their satisfaction and there was nothing due them at the time of the death of said Nancy Rogers but defendant is not able to state whether said Winfield S. Rogers and G. P. Rogers executed their notes under said agreement and these notes are the ones referred to in said Will and defendant says that by the mutual mistake of the parties named aforesaid said agreement was not stated in said notes that only so much of either interest or principal should be paid or payable of said notes as might be needed to provide a reasonable maintenance for John and Nancy Rogers and in equity said agreement should be corrected so as to express the true terms thereof as aforesaid and defendant says the said Nancy Rogers rec^d said notes in trust only for the purposes aforesaid and she had no interest or right therein except in trust to collect on each and all of said notes on this defendant Winfield S. Rogers and G. Pitt Rogers such amounts as might be needed for the maintenance of said John G. Rogers and Nancy Rogers and that he has paid all that either of them required and all that was needed for their maintenance while the said Winfield S. Rogers and G. Pitt Rogers have not paid the interest on their indebtedness for the same purpose. Wherefore defendant prays that said notes be corrected in their terms so as to express their intention of said parties when the agreement aforesaid was made and that when corrected so as to express their said agreement that defendant be required to pay only his just share of the maintenance of the said John G. Rogers that judgment be entered against him for only such part.

Robinson and Woodburn
Attys for Defendants.

The State of Ohio Union County S.S.
John Ophile Defendant being duly sworn deposes and says he believes the allegations of the foregoing Answer are true.
John Ophile.
Sworn to before me and signed in my presence by John Ophile this 12th day of April 1892.
R. W. Gray Clerk of Court.

The following Demurrer was filed the 19th day of April A. D. 1892.

The State of Ohio Union County S.S.
Winfield S. Rogers Adm^r } N^o: 6387.
v. s. }
John Ophile. Def^t. } To the Court of Common Pleas.
Demurrer.

Demurrer
N^o: 6387.

The Plaintiff demurs to the first ground of defense set up in the Answer and for grounds of demurrer says that facts sufficient to constitute a defense to the petition are not therein contained.

2nd. The Plaintiff demurs to the second ground of defense set up in the answer and for grounds of demur says that facts sufficient to constitute a defense to the petition are not therein stated.

J. L. Cameron. Attorney for Plaintiff.

The following Entry was filed the 29th day of September A. D. 1895.

Entry
No. 6337.

Winfield S. Rogus, Adm^r.
vs.
John O'Phile

Entry.

This cause is continued by agreement of parties.

The following Reply was filed the 26th day of September A. D. 1895.

The State of Ohio Union County, S. C.

The State of Ohio

Reply.
No. 6337.

Winfield S. Rogus, Adm^r + P^l.
vs.
John O'Phile Defendant.

Reply.

For reply to the second defense set up in the answer of the defendant the plaintiff says: He denies each and every allegation therein contained. The plaintiff further says that since this action was brought said W. S. Rogus mentioned in the said answer has obtained a judgment against the plaintiff as such Administrator, for care and maintenance given to the said John O'Phile in his last sickness in the sum of \$ which this Administrator has settled and paid, and it is necessary to collect the interest on the said notes as provided in said Will.

Cameron and Cameron
Attorneys for Plaintiff.

The State of Ohio Union County S. C.

Winfield S. Rogus, plaintiff being sworn says he believes the allegations made in his foregoing reply to be true.

W. S. Rogus.

Sworn to before me and signed in my presence this 26th day of September 1895.

J. M. Cornwell, Clerk.

The following Motion was filed the 30th day of September A. D. 1895.

Motion.
No. 6337.

Winfield S. Rogus, Adm^r + P^l.
vs.
John O'Phile

Court of Common Pleas
Union County Ohio.
Motion.

The Defendant moves the Court to strike out of the plaintiffs reply all that part thereof which follows the following words "He denies each and every allegation therein contained down to the signature of Cameron and Cameron". The said matter if admissible at all should be by Supplemental petition and is immaterial in this cause.

Robinson and Woodburn. Atty's for Def.

Amendment
To Answer.
No. 6337.

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The following Amendment to Answer was filed the 30th day of September A.D. 1895.

Amendment
to Answer.
No. 6337.

W. S. Rogers, Adm^r & c. } Court of Common Pleas
v. s. } Union County Ohio.
John B. Phile. } Amendment to Deft's Answer.

The said defendant for a further Answer by way of set off says that the plaintiff as Administrator of Nancy Rogers had contracted with J. W. Bartmell for a Monument to be placed at the grave on the lot of Nancy Rogers deceased on the 14th of March 1892. not having the money to pay for the same agreed with defendant that if he would advance the money and pay for said monument he should be repaid principal and interest out of the said Estate by him the said Administrator and in pursuance to said agreement on said 14th of March 1892 said defendant paid to J. W. Bartmell for said Monument the sum of Three Hundred dollars which with interest from March 14th 1892 is due defendant from said Estate and for which sum defendant prays judgment.

Robinson & Woodburn.

Attys for Deft.

The State of Ohio Union County S. S.

John B. Phile defendant being duly sworn deposes and says he believes the allegations of the foregoing Amendment to his Answer are all true.

John B. Phile.

Sworn to before me and signed in my presence this 30th day of September A.D. 1895.

J. W. Gosnell Clerk.

The following Supplemental Petition was filed the 30th day of September A.D. 1895.

Supplemental
Petition.
No. 6337.

Winfield S. Rogers, Adm^r of } In Union County Court
Nancy Rogers Plaintiff. } of Common Pleas.
v. s. }
John B. Phile. Defendant. } Supplemental Petition.

Now comes the plaintiff and by leave of the Court makes this his supplement to his petition and says:-

That since filing his Original Petition the said John S. Rogers named in said Will has departed this life his death occurred on the 24th day of September 1892. That subsequent to the death of said John S. Rogers to wit: on the 28th day of April 1894. Wm G. P. Rogers obtained a judgment in this Court against the plaintiff as Administrator of Nancy Rogers for care and maintenance of said John S. Rogers, in the sum of \$164.²⁵ int and costs of suit amounting in all to \$201.⁴ which judgment has been fully paid by plaintiff out of Nancy Rogers Estate. The expense of said suit were incurred at the express request of said defendant, he having requested the plaintiff not to pay said claim without suit. The plaintiff further says that the defendant has paid no interest on either of the notes set up in petition and that in addition to the amount claimed in his original Petition there is due him as such Administrator of Nancy Rogers the interest on said notes from the time claimed in the Petition to the date of the death of said John S. Rogers, to wit: interest on the note mentioned in the first Cause of Action from January 1st 1892, to September 28th 1892 with annual int amounting to \$90.⁰⁰ and interest on the note mentioned in the second Cause of Action from January 1st 1893 to September 28th

1892. Amounting to \$18⁰⁰ for which in addition to the sum named in the said petition the plaintiff is entitled to judgment against the Defendant.

The Plaintiff says: That by the provisions of the Will of said Nancy Rogus, the interest only on said notes was to be collected by him and upon the death of said John B Rogus said notes were to be delivered up to defendant. The defendant still neglects and refuses to pay any part of the interest on said notes.

The plaintiff prays for judgment against the said defendant as he has already prayed in his petition, and for the additional sum of \$108⁰⁰ interest that has accumulated since filing said petition with interest on said last named sum from Sept 28th 1892, and for all proper relief.

Cameron and Cameron.

Atty for Plff.

The State of Ohio Union County, s.d.

W. S. Rogus being sworn says he believes the facts stated in his foregoing Supplemental Petition to be true.

W. S. Rogus.

Sworn to before me and signed in my presence this 30th day of September 1895.

J. W. Gosnell, Clerk.

The following Answer to Supplemental Petition was filed the 2nd day of October 1895.

Answer to Supplemental Petition.

W. S. Rogus Adm^r &c
v.s.
John B. Phil. Deft.

Court of Common Pleas.
Union County Ohio.
Answer to Supplemental Petition.

The said defendant withdraws his amendment to his answer to the plaintiffs Original petition and says that he denies that plaintiff as Administrator of Nancy Rogus deceased had any legal right under said Will to maintain this action and says that this defendant settled with John B Rogus in full and paid to him all the interest due and payable to him on said notes in said petition described up to the 20th of February 1892 when this cause was commenced as alleged in his Original answer in this case and further this defendant says that said G. P. Rogus did as alleged in said Supplemental Petition obtain judgment as therein alleged against said W. S. Rogus as Administrator of Nancy Rogus for the maintenance and support of said John B. Rogus deceased. And says that was the entire amount that was or is unpaid for his support and no other claim under said Will exists against said John B. Rogus & state or against the estate of Nancy Rogus deceased or any one for the support and maintenance of said John B. Rogus deceased said judgment and no other or further amount that said judgment can in any event be collected upon interest unpaid on said notes and this defendant says said G. P. Rogus was indebted to said John B Rogus money paid by him for said G. P. Rogus as his surety to Luther Liggitt now deceased for the sum of more than one thousand dollars which should be made an off set against said judgment mentioned in said Supplemental Petition.

2nd Defense.

The said defendant for his second defense by way of set off says that something prior to the 14th of March 1892. The plaintiff made a contract with J. W. Eastwell to furnish and place at the grave of said Nancy Rogus for her and said John B. Rogus a Monument at a cost of

Repl'y.
No. 63/37.

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four hundred dollars and on the 14th of March 1892 said plaintiff promised defendant that in consideration that he would and did borrow three hundred dollars and pay upon said Monument that he the said plaintiff as said Administrator would refund it with interest to Defendant, and defendant says said plaintiff as Administrator aforesaid has as shown by his last report to the Probate Court more than four hundred dollars in his hands of the money of said Estate and though often requested by said Defendant to settle and pay said sum the said plaintiff doth still refuse to pay the same there is due for said plaintiff the sum of Three Hundred dollars with interest from March 14th 1892 to the defendant from the plaintiff for which defendant asks judgment.

Robinson & Woodburn
Attorneys for Defendant.

The State of Ohio. }
v.s.

Union County. }

John B. Phile Defendant being duly sworn deposes and says the allegations of the foregoing Answer are true as he believes

Sworn to before me and signed in my presence this 9th day of October 1895.
John B. Phile.
J. N. Gosnell Clerk.

The following Reply was filed the 3rd day of October A.D. 1895.

Reply
No. 63/37.

W. S. Rogers Adm. & c. } In Union County
v.s. } Court of Common Pleas.
John B. Phile, Deft. }

Reply.

The plaintiff in reply to the Answer of the defendant says: That as such Administrator he has paid the judgment mentioned in his Petition and the defendant knew of the condition of said judgment and made no objection to its payment after it was rendered and the plaintiff has no knowledge of any set-off against it and the first this plaintiff knew of any pretended off set was the filing of said Answer.

plaintiff further says that the defendant made the defense to said suit that he the defendant by his Counsel purposed the pleadings and consideration to trial and the plaintiff was only a nominal party thereto and if there was any counter claim it was available to the defendant at the time he made said defense and he is now from urging the same.

In regard to the \$300. claimed by the defendant as money paid on the monument of said Nancy Rogers the plaintiff says the facts are as follows: the plaintiff had contracted for a Monument after the death of his mother and before the death of his father the contract was \$400. After said Monument was contracted the plaintiff wanted the defendant to pay up the interest on said notes and offered to give him credit on the notes for the same but the defendant refused to make any payment to plaintiff or take any receipt from the plaintiff but the defendant did pay to Mr. Gattmell who was to put up the Monument the sum of \$300. and the defendant took a receipt from said Gattmell for the same.

Afterwards the said John B. Rogers being still alive informed the plaintiff that he had caused \$150. of said \$300. to be paid to the defendant as follows: by John M. Bredinck \$50 and to Walter Beecher \$100. making a

total payment of \$150 by said John to Roges. to g, as a credit or to reimburse him for the money he had expended on said Monument.
 The plaintiff says that the said defendant has already been reimbursed to the sum of \$150 and if he has any right to off set the money he paid on said Monument against the plaintiff's claim the amount should only be \$150 and not \$300. plaintiff says the payment by the defendant to Hartwell was voluntary on the part of the defendant and he did not and would not recognize the plaintiff in the transactions.
 The plaintiff's claims are the allegations said answer not herein admitted and prays for judgment as he has already prayed for.

Gameron & Gameron.
 Attorneys for Plaintiff.

The State of Ohio }
 Union County. } S.S.

W. S. Roges being first duly sworn says the facts stated in his foregoing Reply are true as he believes

W. S. Roges.

Sworn to before me and signed in my presence this 3rd day of October 1895
 J. N. Gosnell, Clerk.

Afterward on the 3rd day of October A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
 No. 6337.

W. S. Roges, Adm^r etc }
 vs. } Entry.
 Johnophile }

This day came on this cause to be heard on the petition Supplemental Petition the answers and the answers to Supplemental Petition and the Reply to the evidence to the Court both parties having made the right of trial by Jury. Wherefore the Court being fully advised in the premises find in favor of the plaintiff against the defendant and for the sum as a judgment mentioned in said Supplemental Petition to the amount of \$251.11 with interest from the 28th day of April 1894 rendered in favor of G. P. Roges and paid by said Administrator which amounts to \$218.40

And the Court find in favor of the defendant and against said Administrator for the said claim for \$300 and interest set up in his answer to the said Supplemental Petition which amounts to \$363.75 and the Court find that after deducting said judgment and interest from said \$300 and interest there now remains due to said defendant from said plaintiff as Administrator the sum of \$145.35 therefore it is considered and adjudged by the Court that by reason of the premises the defendant recovers of the plaintiff said sum of \$145.35

And it is ordered that plaintiff as Administrator pay the half of the costs herein and that defendant pay the remaining half of the costs individually and in default for ten days that execution issue therefor.

Attest
 J. N. Gosnell
 Clerk.

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Petition
 No. 6891.

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Pleas continuance and held at the Court House in Marysville within and for the County of Union in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio before the honorable John A. Price Judge of said Court of the term of September Term on the 9th day of September in the year of Our Lord One thousand eight hundred and ninety five.

Be it remembered That heretofore to wit on the 16th day of March 1895 J. R. Guy filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary Brueggemyer and John Robinson to wit:

Petition.
No. 6891.

Jasper R. Guy, Plaintiff
v.s.
Mary Brueggemyer and John Robinson, Defendants.

In the Court of
Common Pleas
Union County Ohio.

Plaintiff's Petition.

First Cause of Action.

There is due Plaintiff from the Defendant Mary Brueggemyer the sum of \$46.70 which he claims with interest at 6% from the 3rd day of July 1894 on an account set forth as follows: Mary Brueggemyer, De. to J. R. Guy.

June 22nd to July 3rd 1894.	
62 sacks of rock plaster at 35¢ per sack.	\$ 21.70
Labor self and men 10 days.	\$ 25.00
Total	\$ 46.70

There are no credits on said account.

Second Cause of Action.

The account in the first cause of action described, accrued for labor and materials furnished by plaintiff on said Mary Brueggemyer's order in erecting a house between the 23rd day of June and the 3rd day of July, 1894, on certain premises of the said Mary Brueggemyer described as follows:

Situate in the Township of Jerome, County of Union State of Ohio, and being in the plat of Arnold Gily King Lots Nos 5 and 6, in the plat as plates are laid out in the said County of Union, Ohio, and as the same are known, numbered and designated on the recorded plat at Marysville Ohio. It is further stipulated that no labor shall be allowed on these premises.

Said account accrued on the 3rd day of July 1894 and on the 18th day of September 1894 at 4 o'clock P.M. Plaintiff filed with the Recorder of this County under the Statute provided for the obtaining of Mechanics Liens an Affidavit containing an itemized account of the amount and value of such work and labor, with all credits and offsets, with statements of the amounts and times when the same should be paid, which said Lien is Recorded in Book Vol 4, Page 27 of said Recorder's Office no part of said indebtedness has been paid.

The Defendant John Robinson, claims some interest in said premises, but plaintiff claims the same to be subordinate to his Lien, and asks that he be compelled to set the same up, or be forever cut off.

Plaintiff therefore asks judgment against said Defendants in the said sum of \$46.70, with interest from July 3rd 1894, and that in default of payment thereof, said premises be sold and the proceeds applied to payment of said debt, and for such other relief as is just.

Howard C. Black,
Attorney for Plaintiff.

State of Ohio

County of Madison

S.D.

J. R. Guy, being duly sworn says that he is the Plaintiff in the foregoing action: that the facts set forth and the allegations contained in the foregoing Petition are true as he truly believes.

J. R. Guy.

Sworn to before me and subscribed in my presence this 12th day of November 1894.

O. S. West, J. P.

In the presence of D. P. Madison County Ohio.

Collect 25¢ Notary Fee.

To the Clerk:

Issue Summons for Mary Brueggemeier and John Robinson. Endorsed, foreclosure of unclaimed Lien and money judgment.

Howard G. Black.

Atty for Plff.

The following Summons was filed the 21st day of March A.D. 1895.

The State of Ohio

Summons

Union County

To the Sheriff of Said County.

You are hereby commanded to notify Mary Brueggemeier and John Robinson that they have been sued by J. R. Guy in the Court of Common Pleas of Union County and must answer by the 13th day of April A.D. 1895, or the Petition of the said Plaintiff will be taken as true and judgment rendered according to it.

You will make due return of this Summons on the 25th day of March A.D. 1895.

Witness my hand and the seal of said Court this 15th day of March A.D. 1895.

J. N. Gosnell, Clerk.

The State of Ohio

Union County

Sheriff's Return.

Sheriff's Fee	\$	2	
Service and Return		60	
Milage	1	22	
Copy		30	
Total	2	87	

Received this writ March 16th 1895 at 2 o'clock P.M. and served same by handing a true copy of this writ with the endorsements thereon to Mary Brueggemeier personally and to John Robinson by leaving a copy at his usual place of residence on the 19th day of March 1895.

Wm. G. Snodgrass Sheriff.

The following Answer of John Robinson was filed the 23rd day of May 1895.

Answer

Jasper R. Guy Plaintiff

v.s.

Mary Brueggemeier and John Robinson et al. Defendants.

Union in Common Pleas.

Answer and Cross Petition.

Defendant John Robinson says that the defendant Mary Brueggemeier did on the 30th day of August A.D. 1894 convey the premises in this petition described to said

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Amended
Petition of
Plaintiff

Robert E. Robinson by Mortgage to secure the payment of Three Hundred and ninety two and ¹/₁₀₀ Dollars with interest at 8% per annum payable annually, and at same rate on deferred payments of interest, which deed of Mortgage was on the 21st day of September 1894 duly left for record with the Recorder of said County of Union and became and still is a valid and subsisting and first lien on said premises. And the said Robert E. Robinson on the 5th day of September 1894 duly assigned the said Mortgage and the note thereby secured to the defendant John Robinson for value bona fide in due course of business, and the said sum of Three hundred and ninety two and ¹/₁₀₀ Dollars with interest at 8% thereon from August 30th 1894 is still owing from said Mary Brueggemeyer to said John Robinson thereon. Wherefore said John Robinson prays that said property may be sold and his said claim be first satisfied out of the proceeds thereof. And that if the said premises are sold on the petition of the plaintiff that said defendant's said claim may be fully protected and for all such other and further relief as may be proper.

J. B. Cole. Attorney for John Robinson.

State of Ohio.

S.S.

Union County.

John Robinson being sworn says that the facts stated and allegations in his foregoing pleadings are as he believes true.

John Robinson.

Sworn to and subscribed before me this 27th day of May 1895.

G. A. Thompson.

Notary Public.

The following Amended Petition of Plaintiff was filed the 5th day of July A.D. 1895.

Amended Petition of Plaintiff

Jasper R. Guy, Plaintiff.
v.s.
Mary Brueggemeyer, F. W. Brueggemeyer, and John Robinson, Defendants.

In the Common Pleas Court,
Union County, Ohio.

Amended Petition of Plaintiff.

First Cause of Action.

There is due plaintiff from defendant, Mary Brueggemeyer, the sum of \$46.70, which he claims with interest at 6% from the 3rd day of July, 1894, upon an account set forth as follows:

Mary Brueggemeyer Dr. To J. R. Guy.	
June, 22 nd To July, 3 rd 1894.	
62 sacks of rock plaster at 35¢ per sack,	\$21.70
Labor, self and men, 10 days,	\$25.00
Total.	\$46.70

There are no credits upon said account.

Second Cause of Action.

The account in the first cause of action described, accrued for labor and materials furnished by plaintiff on said Mary Brueggemeyer's order in erecting a house between the 22nd day of June, 1894 and the 3rd day of July, 1894, on certain premises of the said Mary Brueggemeyer described as follows:

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Situate in Jerome Township, County of Union, State of Ohio, and being in the Plat of Arnold City being Lots Numbers 5 and 6 in the plat as plats are laid out in the said County of Union, Ohio, and as the same are known numbered and designated on the recorded plat at Marysville, Ohio. It is further stipulated that no liens shall be allowed on these premises.

Said account accrued on the 3rd day of July, 1894, and on the 18th day of September, 1894, at 4 o'clock P.M. Plaintiff filed with the Recorder of this County of Union, Ohio, under the Statute provided for the obtaining of mechanics liens, an affidavit containing an itemized account of the amount and value of such work and labor with all credits and off sets with statements of the amounts and times when the same should have been paid, which said lien is recorded in Book A, Vol. 4, Page 27 of said Recorder's Office, No part of said indebtedness has been paid.

The Defendant, F. W. Brueggemeier, and John Robinson claims some interest in said premises, but plaintiff claims the same to be subordinate to his Lien, and asks that they each be compelled to set up the same or be forever cut off.

Plaintiff therefore asks judgment against said Defendants in the said sum of \$47.60 with interest from the 3rd day of July, 1894, and that in default of payment thereof said premises be sold and the proceeds applied to payment of said debt, and for such other relief as is just.

State of Ohio.

County of Madison.

J. R. Guy being duly sworn says that he is plaintiff in the foregoing action, that the facts set forth and the allegations contained in the foregoing Amended Petition are true as he verily believes.

Sworn to and subscribed before me this 28th day of June, 1896,

A. B. West, J. P.
In and for Madison County Ohio.

Collect 25¢

To the Clerk.

Issue Summons for F. W. Brueggemeier.

Howard C. Black.

Attorney for Plff.

The following Entry was filed the 5th day of July A. D. 1896.

Entry
No. 689/.

J. R. Guy.

v.s.

May Brueggemeier et al.

In Union

Common Pleas.

No. 689/.

Leave having been first obtained Amended Petition is hereby filed.

J. M. Gosnell Clerk, Marysville O.

Dear Sir.

Enclosed please find papers in Guy v.s. Brueggemeier et al.

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Please file Amended Petition and Entry and issue Summons to F. W. Brueggemeyer.
By Howard G. Black.
Attorney for Plaintiff.

The following Summons was filed the 8th day of July A.D. 1895.

The State of Ohio.

To the Sheriff of Union County.

Union County.

You are hereby commanded to notify F. W. Brueggemeyer, that he has been sued by Jasper R. Guy in the Court of Common Pleas of Union County and what Answer by the 3rd day of August A.D. 1895; or the 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 July A.D. 1895. Witness my hand and the seal of said Court this 8th day of July A.D. 1895.

J. W. Gosnell Clerk.

The State of Ohio.

Sheriff's Return.

Union County.

Sheriff's Return	\$	9
Service & Return		50
Milage		1 76
Copy		15
Total	\$	24

Received this writ July 5th A.D. 1895 at 10 o'clock A.M. and served same by leaving a true copy of this writ with the endorsement thereon at the usual place of residence of F. W. Brueggemeyer on the 8th day of July 1895.
Wm. G. Snodgrass, Sheriff.

The following Answer and Cross Petition of John Robinson was filed the 25th day of July 1895.

Answer and Cross Petition of John Robinson.

John R. Guy, Plaintiff. Union Common Pleas.
Against.
Mary Brueggemeyer, F. W. Brueggemeyer, et al. Defts. Answer and Cross Petition.

Now comes the Defendant John Robinson and for Answer to the Amended Petition of Plaintiff says, the defendant Mary Brueggemeyer with F. W. Brueggemeyer her husband did on the 30th day of August, 1894, convey the premises in said Amended Petition described to Robert E. Robinson by Mortgage to secure the payment of her certain promissory note of even date there with in the sum of \$392.¹⁰⁰ with interest thereof at 8% per Annum payable Annually and at same rate on any deferred payments, of such interest and due payable one year after date, which mortgage debt was on the 5th day of September A. D. 1894, duly left for Record with the Recorder of said County and was on the 13th day of September 1894 duly entered of record in Vol 32, Page 629 of Records of Mortgage, in the Recorder's Office of said County and then became and still is a valid and subsisting Lien on said premises. On the 5th day of September 1894, said note and Mortgage were duly assigned by said Robert E. Robinson to this defendant John Robinson, and this Defendant says that the sum of \$392.¹⁰⁰ with interest thereon at 8% from August 30th 1894 is owing to him thereon from said Mary Brueggemeyer and F. W. Brueggemeyer (this

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defendant further says that at the time of the execution of said note and mortgage and in consideration thereof the said sum \$393.¹⁵ was advanced and paid by said Robert Robinson for said Mary Bueggemeyer and at her request to Riley one of the builders of the dwelling house on said described real estate, for labor and material furnished by said Riley at request of said Mary Bueggemeyer in erection of said building within less than four months prior to said time and to prevent the filing and enforcement of a mechanics lien for same by said Riley, and said mortgage was given to secure the repayment of the said advancement, therefore the defendant claims that he is entitled to equal priority and lien on said premises as said Riley might or could have had under a mechanics lien for the whole amount of said note and mortgage, and denies that plaintiff has any priority over him in lien on said premises and having no knowledge of the truth of plaintiff's said claims, he denies and demands proof thereof, this defendant asks that said mortgage, may be foreclosed and said claims be sold and proceeds so far as needed disposed of in payment of his said lien and asks that in case said real estate shall be sold on the petition of the plaintiff that his rights may be fully protected in the distribution as equally required and for all proper relief.

State of Ohio.

Union County.

S.S.

John Robinson being sworn says that the facts stated and allegations in his foregoing answer and cross-petition is as he believes true.
 John Robinson.
 Sworn to and subscribed before me this 9th day of July 1895.
 John E. Griffith.
 Notary Public.

The following Entry was filed the 12th day of September A.D. 1895

Entry.

Jasper R. Guy Plaintiff. } In the Common Pleas Court.
 v.s. } Union County Ohio.
 Mary Bueggemeyer et al. Defs. }

Entry.

This cause coming on this day for hearing was submitted to the Court upon the pleadings without the intervention of a Jury Defendants Mary Bueggemeyer and F. M. Bueggemeyer being in default for demurrer or answer. On consideration whereof the Court find that there is due to said Plaintiff from Defendant Mary Bueggemeyer on account of the materials furnished and labor performed, as set forth in the Petition the sum of \$60.00 with interest at 6% from September 9th 1895. And that the same is a Lien and the first and best lien on the premises described in the Petition, by reason of the mechanics lien therein described, and recorded in Book 4, Page 27 of Union County Record of liens, and that said plaintiff is entitled to have said Lien enforced. Said John Robinson, a defendant herein is entitled to have his claim by virtue of a mortgage, as set forth in his answer and cross-petition enforced which lien is inferior and secondary to said Plaintiff's, herein but is superior to all others, and is entitled to payment after said plaintiff's

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claim and the costs herein are paid, said mortgage was recorded at 2 o'clock the 13th of September 1894. And the amount due thereon is \$424.29 with interest at 8c from September the 9th 1895 which amount is due said Robinson from Mary Brueggemeyer and F. H. Brueggemeyer.

It is therefore considered that said plaintiff Jasper R. Guy recover from the said defendant Mary Brueggemeyer the sum of Fifty Dollars together with costs herein expended, and that secondary hereto said defendant John Robinson recover from said Mary Brueggemeyer and F. H. Brueggemeyer the sum of \$424.29 and his costs herein taxed to \$.

And that unless said judgment of plaintiff and amount found due on said mortgage with interest and costs are paid within 5 days from the entry hereof the equity of redemption of defendants be foreclosed and an order may issue to the Sheriff of Union County Ohio commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this Court.

Jasper R. Guy Plaintiff.
v.s.
Mary Brueggemeyer et al Defs.
In Common Pleas Court.
Union County Ohio.

To the Clerk:

Issue execution and order of sale to the Sheriff of Union County, Ohio, in a case entitled Case.

Howard C. Black
Attorney for Plaintiff.

The following Sheriff's Land Appraisal was filed the 25th day of September A.D. 1895:

We, the undersigned, disinterested freeholders and residents of the County of Union, and State of Ohio, having been duly summoned and sworn by William B. Snodgrass, Sheriff, in and for said County, impartially to appraise, upon actual view, the following described lands and tenements to-wit:

Situated in the Township of Jerome, County of Union, State of Ohio and being in the Plat of Arnold City being Lots No's 5 and 6 in the Plat as Plats are laid out in the said County of Union, Ohio, and as the same are known numbered and designated on the recorded plat at Marysville, Ohio to be sold on an order of sale issued from the Court of Common Pleas of said County in the action of Joseph R. Guy and John Robinson Plaintiff against Mary Brueggemeyer Defendant do forthwith after actual view of said premises make return and say that the same are of the real value in money of Six Hundred and Sixty \$660.00 Dollars

Given under our hands and seals this 24th day of September A.D. 1895:

R. M. Gray
G. J. Arnold.
D. Morse.



The State of Ohio, Union County, S.D.

I hereby certify, that the within named Appraisers, R. M. Gray, G. F. Arnold, and D. Morse, 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. 1896.

Wm. G. Snodgrass, Sheriff.

The following Order of Sale was filed the 16th day of November A.D. 1896:

The State of Ohio.

To

The Sheriff of said County: Greeting.

Union County S.D.

Whereas at the Court of Common Pleas holden at the Court House in Marysville in said County of Union on the 12th day of September, 1896: Jasper R. Guy obtained a Judgment and Decree against Mary Brueggemeyer and John Robinson for the sum of \$50.⁰⁰ and \$424.24 Dollars and \$18.56⁰⁰ Dollars costs of suit.

And whereas it was then and there by said Court ordered, adjudged, and decreed, that the said Mary Brueggemeyer within five days from the 12th day of September A.D. 1896: pay unto the said Jasper R. Guy the sum of \$50.00 + Secondary to John Robinson the sum of \$424.24 the said sum of Dollars with interest from the 12th day of September, 1896: and costs aforesaid, and on default to pay the same, that an Order of Sale issue to the Sheriff of said County, Commanding him to proceed, according to the Statute regulating Judgments and Executions at Law, to sell the real estate described in the Plaintiff's Petition &c. and whereas the five days aforesaid have fully expired and the said sum of \$50.00 and \$424.24 Dollars and costs aforesaid have not been paid or any part thereof, as appears to us of record. We therefore Command you, that you proceed without delay to appraise, advertise, and sell according to the Statute regulating Judgments and Executions at Law.

The following lands and tenements situate in Union County, Ohio, to-wit:

Situate in the Township of Jerome, County of Union, State of Ohio, and being in the Plat of Arnold City, being Lots No's 5 and 6 in the Plat as Plats are laid out in the said County of Union, Ohio, and as the same are known, numbered, and designated on the Record Plat at Marysville Ohio.

We therefore Command you, that you proceed to carry said Order, Judgment and Decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate under the Statute regulating sales on Executions and that you apply the proceeds of such sale in satisfaction of said Judgment and Decree.

with costs and interest as specified therein, and that you make report of your proceedings therein to our Court of Common Pleas, within sixty days from the date hereof and bring this order with you.

Witness my Signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville Ohio 23rd day of September A.D. 1896:

J. W. Gosnell, Clerk.

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The State of Ohio.

Union County.

Sheriff's Fee.	\$	0.
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Swearing " "		25
Conveying " "	1	25
Writing Appraisal.		25
Copy of " "		25
Notice to Printer.		25
Affidavit to " "		25
Writing Notice.		25
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Poundage.	7	50
Return.		25
Total.	\$14	12
Appraisers' Fees	\$3	00

In obedience to the Command of the Order of Sale hereto Annexed, I did, on the 24th day of September 1895. Summon R. M. Gray, G. T. Arnold and D. Morse. three disinterested free holders residents of said County who were by me duly sworn to impartially appraise the lands and tenements therein described upon actual view and afterwards on the 24th day of September A. D. 1895. 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 Six Hundred and Sixty 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 25th day of September 1895. I caused to be advertised in the Mansfield 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 26th day of October A. D. 1895. 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 26th day of October A. D. 1895. at the time and place above mentioned, proceed to offer said lands and tenements at Public Sale. and then and there came John Robinson who bid for the same the sum of Five Hundred Dollars \$500. Dollars. and said sum being over two thirds of the appraised value thereof and said John Robinson being the highest and best bidder therefore I then and there publicly sold and struck off said land and tenements to him for said sum of Five Hundred \$500 Dollars.

W^m G. Snodgrass Sheriff.

And said sum being over two thirds of the appraised value thereof and said John Robinson being the highest and best bidder thereof I then and there publicly sold and struck off said lands and tenements to him for said sum of \$500. Dollars.

W^m G. Snodgrass Sheriff.

The following Proof of Publication was filed the 29th day of November A. D. 1895.

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 newspaper of general circulation in the County of Union. the first publication beginning September 26th 1895.

W. B. Kearns.

Sworn to and subscribed before me this 30th day of November 1895.
J. N. Cornell Clerk.

Printed Fee \$10.00

Sheriff's Sale.

Jasper R. Guy. }
vs. } An Execution.
Mary Bueggemeier 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 Maupsville Ohio, on Saturday October 26th 1895.

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 Jerome, County of Union, State of Ohio, and bounded and described as follows: And being in the Plat of Arnold Gily, being Lots No's 5 and 6 in the plat as aforesaid are laid out in the said County of Union, Ohio, and as the same are known, numbered, and designated on the recorded Plat at Maupsville Ohio.

Wm. L. Budgrass, Sheriff,
Union County, Ohio.

Sept. 25th 1895.

The following Entry of Confirmation of Sale, ordering deed and distributing proceeds was filed the 2nd day of December A. D. 1895.

Jasper R. Guy Plaintiff. } In Common Pleas Court
vs. } Union County Ohio.
Mary Bueggemeier et al. Defs. }

Entry, Decree, of Confirmation, Order for Deed, and distribution of proceeds.

On motion of the Plaintiff and on his producing the return of the Sheriff of the Sale made under the former order of this Court and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have in all respects being 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 as special master Commissioner convey to the purchaser John Robinson by Deed according to law the property so sold, and the said purchase is hereby subrogated to all the rights of the said Lien holder in the 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, the said John Robinson being a defendant herein.

It is further ordered that the check cashed satisfaction of the Mechanics Lien herein sued on and the mortgage set up in the answer of John Robinson to be entered on Record thereof in the Office of the Recorder of Union County Ohio.

Platinum
No. 6948.

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And the Court coming on now to distribute the proceeds of said sale, amounting to \$500⁰⁰, It is ordered that the Sheriff out of the money in his hands pay first, To the Treasurer of this County the taxes, penalty and interest against said property to wit: the sum of \$
 Secondly: The cost of this action taxed at \$
 Thirdly: To the Plaintiff Jasper R. Gray the Amount heretofore found due him with interest to wit the Amount of \$50⁰⁰ and interest.
 Fourthly: To the Defendant John Robinson the Amount heretofore found due him to wit \$424²⁹ with interest amounting to \$433²⁷
 Fifthly: To the Defendant Mary Bruggemeier the ballance of the money remaining in his hands.

Attest
 J. N. Gornie
 Clerk.

Plas continuance and held at the Court house within and for the County of Union in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the term of September to wit on the 9th day of September in the year of our Lord one thousand eight hundred and ninety five.

Be it remembered that heretofore to wit on the 25th day of August A.D. 1895, George W. Courts filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against J. W. Serre and N. E. Serre, to wit:

Petition
 N^o. 6948.

George W. Courts, Plaintiff } Court of Common Pleas,
 vs. } Union County Ohio.
 J. W. Serre & N. E. Serre, Defs. } Petition

The Plaintiff alleges that on the 11th day of September 1893, said J. W. Serre, Defendant made and delivered to Cyrus Moore his 4th Promissory Note in writing in the words and figures following.

\$142⁵⁰ September 11th, 1893.
 March 15th, 1895. After date I promise to pay to the Order of Cyrus Moore, One Hundred and Forty Two and ⁵⁰/₁₀₀ Dollars.
 Value received with interest at 6 per cent
 J. W. Serre.

Also three more for the same amount each and in the same words and figures except where the above reads March 15th, 1895 the others read March 15th, 1896, March 15th, 1897, &c. March 15th, 1898, respectively.
 That to secure the payment of said notes the Defendant's J. W. Serre and N. E. Serre, his wife, on said day executed and delivered to the said Cyrus Moore a Mortgage deed and thereby conveyed to the said Cyrus Moore the following real estate, Situated in the County of Union, State of Ohio, and Village of Richwood, being all of Dr. Lot, number Two Hundred and

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Twenty two in Poppleton Addition to said Village, also Lots numbered Ten and Eleven which deed contains the following conditions provided, were the best that if the said J. W. Service shall pay to the said G. W. Moore Six Hundred and Twenty Dollars as it shall become due according to the tenor and effect of Five Promissory Notes of even date herewith calling for 60¢ Interest and calling for the sum and due as follows:

- Fifty Dollars March 15th 1894.
- One Hundred and Forty two and 50^{cs} Dollars. March 15th 1895.
- " " " " " " " " " " 1896.
- " " " " " " " " " " 1897.
- " " " " " " " " " " 1898.

Then this mortgage shall be void.

That said Mortgage was duly Recorded in the Office of the Recorder of real estate Mortgages of Union County on the 18th day of September 1893.

That the said G. W. Moore assigned said Mortgage and Notes except the \$50.00 note to the Plaintiff herein:

That the Defendants have not paid the amount secured by said mortgage as required by the conditions thereof except \$75.00 paid February 17th 1895 whereby said mortgage deed has become absolute and there is now due from the defendants to the Plaintiff upon said indebtedness the sum of \$71.20 with interest from the 17th day of February 1895.

That no proceedings at Law or Law have been had for the recovery of the debt secured thereby nor has said debt nor any part thereof except as above set forth been paid.

That the Plaintiff herein has released to the Standard Oil Company the following described tract situated as above and described as follows:

Beginning in the East line of Out Lot No 10 and West line of Butler St. thence North along the East line of said Out Lot No 10 and of Lot No 222. 70 feet to a stake thence North West along the North East line of In Lot No 222. 24 1/2 feet to a stake at a point where the North East line of said St. In Lot No 222 intersects with the South line of the N. Y. P. & O. Rail Road thence South West along the South line of said Rail Road 91 feet to a stake thence South East 102 feet to the place of beginning. J. W. Service and N. E. Service the defendants herein hereby waive the Service of a Summons and enter their appearance this 10th day of August 1895.

Nancy E. Service and J. W. Service.

The following Entry was filed the 2nd day of October A. D. 1895.

George W. Soule; Plaintiff. } Court of Common Pleas.
 v. s. } Union County Ohio.
 J. W. Service & N. E. Service. Defs. } Entry.

Now came the Plaintiff herein and the defendants being in default for answer and demurrer, the Court find that the allegations of the Petition are confessed by him to be true. The Court further find that the defendant executed to G. W. Moore and G. W. Moore assigned to the Plaintiff the four several notes as set forth in the Petition: that one of said notes is due and unpaid: and that the others are not yet due. The Court further find that there is due to the Plaintiff from the defendant on said note, which is over due, with interest to date the sum of \$73.85

The notes the to said Petition was in County of Union It is Service paid sum of Petition herein bring And The The Union House George Snow of And the said pay with to pay him to to sell And the Service appeared Mr the sell acc and ten all of the Village Standard Beginne Thence Stake at a of the 91 feet Mr the into describ

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The Court further find that in order to secure to plaintiff the payment of said several notes the defendants Jefferson W. Serre and Nancy E. Serre, his wife executed and delivered to said Gyles Moore, and he assigned to the plaintiff this certain mortgage as in the Petition described and on the premises therein described, that said mortgage was duly recorded in Book _____ Page _____ of the Records of Mortgages of Union County and in the first and best line on the premises described in the Petition. It is therefore considered and adjudged that unless said defendant Jefferson W. Serre 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 the sum so found due him, as aforesaid with interest from the 17th day of February, 1895, the defendants equity of redemption be foreclosed and said premises shall be sold and an Order of Sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order. And as to the note not due this case is continued,

The following Order of Sale was filed the 23rd day of November A.D. 1895.

The State of Ohio }
Union County, O.S. } Do the Sheriff of said County Meeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 2nd day of October, 1895 George W. Boudin obtained a Judgment and Decree against Jefferson W. Serre for the sum of Seventy three and ⁸⁵/₁₀₀ Dollars and Nine and ⁸⁵/₁₀₀ Dollars, costs of suit, And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Jefferson W. Serre within five days from the 2nd day of October, A.D. 1895, pay unto the said George W. Boudin the said sum of Seventy three and ⁸⁵/₁₀₀ Dollars, with interest from the 17th day of February 1895, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at Law, to sell the real estate described in the Plaintiff's Petition, &c.

And Whereas, the five days aforesaid have fully expired, and the said sum of Seventy three and ⁸⁵/₁₀₀ and costs aforesaid, have not been paid, or any part thereof, as appears to us of record =

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at Law the following lands and tenements, situate in Union County, Ohio, to wit: and Village of Richard: Being all of In Lot Number Two hundred and Twenty Two in Poppleton's Addition to said Village, also Out lots Number Ten and Eleven, that the plaintiff herein has released to the Standard Oil Co. the following described tract situated as above and described as follows. Beginning at a Stake in the East line of Out Lot No. 10 and West line of Fulton St. Thence North along the East line of said Out Lot No. 10 and of In Lot No. 222, 70 feet to a Stake, thence North west along the North East line of In Lot No. 222, 24 1/2 feet to a stake at a point where the North East line of said In Lot No. 222, intersects with the South line of the N. Y. P. & O. Railroad, thence South west along the South line of said Rail road 91 feet to a stake, thence South east 102 feet to the place of beginning

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

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

Witness my Signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 14th day of October A.D. 1895.

J. W. Rosnell, Clerk.

Sheriff's Return.

The State of Ohio

Union County.

Sheriff's Fee	\$ 2	In obedience to the command of the Order of Sale heretofore
Service	25	conferred, I did, on the 15 th day of October 1895, summon
Levy	25	M. F. Langstaff, Oriah Cahill and George R. Gurn three
Sum Appraisers	1 20	disinterested freeholders, residents of said County, who were
Swearing Appr's	25	by me duly sworn to impartially appraise the lands and
Swearing " "	25	tenements therein described, upon actual view, and
Viewing Appraisal	25	aforeward, on the 23 rd day of October, A.D. 1895 said
Copy of Appraisal	25	Appraisers returned to me, under their hands and seals,
Notice to Printer	25	that they did, upon actual view of the premises, estimate
Affidavit of Printer	25	and appraise the real value in money of the same at
Viewing Notice	25	Three hundred and fifty \$350. ⁰⁰ Dollars. A certified
Mileage	2 72	copy of said Appraisal I forthwith deposited in the
Return	25	Office of the Clerk of the Court of Common Pleas of said County.
Total	\$ 6 17	And on the 16 th day of October 1895, I caused to be advertised
Appraisers' Fee	\$ 3 00	in the Marysville Tribune (a newspaper printed and

Said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 23rd day of November A.D. 1895, at one o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit five consecutive weeks; and in pursuance to said notice, I did, on said 23rd day of November A.D. 1895, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came George Gault who bid for the same the sum of Three hundred Dollars, and said sum being over two thirds of the Appraised value thereof, and said George Gault being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Three hundred Dollars.

W^m G. Snodgrass, Sheriff.

And said sum being more than two thirds of the Appraised value thereof, and said George Gault being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$300⁰⁰ Dollars.

W^m G. Snodgrass, Sheriff.

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The following Sheriff's Land Appraisal was filed the 24th day of October A.D. 1895.

We, the undersigned, disinterested freeholders and residents of the County of Union, 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:

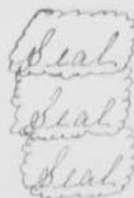
Situated in Union County Ohio and in the Village of Richmond. Being all of In Lot No. Two hundred and twenty two (222) in Poppleton's Addition to said Village also Out lots No. Ten and Eleven (10-11) Excepting therefrom the following described tract released to the Standard Oil Co. Situated as above and described as follows. Beginning at a stake in the East line of Out lot No. 10 and West line of Bullon St. Thence North along the East line of said Out lot No. 10 and of In Lot No. 222. 70 feet to a stake, thence North West along the North East line of In Lot No. 222. 24³/₄ feet to a stake at a point where the North East line of said In Lot No. 222 intersects with the South line of the N. Y. P. & O. Railroad. Thence South West along the South line of said Railroad 91 feet to a stake, thence South East 102 feet to the place of beginning to be sold out an Order of Sale issued from the Court of Common Pleas of said County, in the action of George M. Counts Plaintiff against J. H. Severe Defendant do forthwith, after actual view of said premises, make return and say that the same are of the real value in money of Three hundred and fifty (\$350⁰⁰) Dollars.

Given under our hands and seals, this 15th day of October A.D. 1895.

M. F. Langstaff.

Oriah Cahill

George R. Gumm.



The State of Ohio, Union County, S.C.

I Herby Certify, that the within named Appraisers, M. F. Langstaff Oriah Cahill, and George R. Gumm are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 15th day of October A.D. 1895.

W. G. Snodgrass Sheriff.

The following Affidavit of Publication was filed the 16th day of November A.D. 1895:

Sheriff's Sale.

Affidavit of Publication.

George M. Counts

v.s.

J. H. Severe.

On an Order of Sale.

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday November 23rd 1895, 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 Blairburns, County of Union and State of Ohio, and bounded and described as follows: in the Village of Richmond being all of In Lot No. Two hundred and twenty two (222) in Poppleton's Addition to said Village, also Out lots No. Ten and Eleven (10-11) Excepting therefrom the following described tract released to the Standard Oil Co. Situated as above and described as follows: Beginning at a stake in the East line of Out lot No. 10 and West line of

Fulton Street: thence North along the East line of said Cut Lot No. 10 and of In Lot No. 222. 70 feet to a stake thence North west along the North East line of In Lot No. 222. 24 1/2 feet to a stake at a point where the North East line of said In Lot No. 222 intersects with the South line of the N. Y. P. & B. Railroad. thence along the South line of said Railroad 90 feet to a stake and thence South East 103 feet to the place of beginning.

Appeared at Three hundred and fifty Dollars, \$350⁰⁰ Terms of Sale, Cash.

W. G. Sudders
Sheriff of Union County Ohio.

James G. Robinson, Attorney.

Affidavit of Publication.

The State of Ohio, Union County S. C.

I, Geo. W. Gordon Publisher, being duly sworn say that the notice hereto attached was published in the Richmond Gazette, on the 24th day of October 1895 and continued therein, five consecutive times during all of which time said newspaper was printed and in general circulation in said County.

George W. Gordon.

Sworn to and subscribed before me this 4th day of December 1895
Printer's Fees \$14.10

J. F. Miller Notary Public.

Afterward on the 2nd day of December A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry George W. Gordon Plaintiff }
v.s. } No. 6948
J. M. Sence et al. Defendants.

This Cause came on to be held on the return of the Sheriff of the writ of Execution issued therein with his report of the proceedings and sale of lands and tenements under said writ and the Court having carefully examined the said proceedings being satisfied said sale has in all respects been made in conformity to the provisions of the statutes in such case made and provided, finds the same to be legal and was therefore approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser, George W. Gordon a deed in full simply for the lands and tenements so sold to-wit Being Cut Lots Number 10-Ten and 11-Eleven excepting the following described which also a part of In Lot No. 222 Two hundred and twenty two to-wit. Beginning at a stake in the East line of Cut Lot No. 10 and West line of Fulton St. thence North along the East line of said Cut Lot No. 10 and of In Lot Number 222. 70 feet to a stake thence North west along the North East line of In Lot No. 222. 24 1/2 feet to a stake at a point where the North East line of said In Lot No. 222 intersects with the South line of the N. Y. P. & B. Railroad thence South West along the South line of said Railroad 91 feet to a stake thence South East 103 feet to the place of beginning.

Petition. No. 6946.

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And a writ of possession is awarded to put said purchaser in possession of said premises:
 And the Court coming now to the distribution of the purchase money in the hands of the Sheriff order that he pay:
 First; To the Treasurer of this County the taxes and penalty due upon the property to wit the sum of \$4.53
 Second; To the Clerk of this Court the costs of this action taxed at \$18.41
 Third; To the Plaintiff George H. Goulet, the amount of the judgment herein rendered and notes not yet due so far as said five dollars will pay to wit the sum of \$277.07.
 And that for the balance not yet due on said notes and not paid out of said sum of \$277.07 to wit for the sum of \$250.⁰⁰ this action is dismissed without prejudice to another action.

Wm
 J. W. Gornell
 Clerk.

Pleas continuance, and held at the Court House in Mansville within and for the County of Union in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the term of September to wit on the 9th day of September in the Year of Our Lord One thousand eight hundred and ninety five.

Be it remembered that heretofore, on the 13th day of August A. D. 1895. Lewis Lemay filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John H. Goleman et al. To wit:

Petition.
 No. 6946.
 Lewis Lemay, Plaintiff.
 vs.
 John H. Goleman and Mattie E. Goleman, Defendants.
 Common Pleas Court
 Union County Ohio.
 Petition.

Plaintiff says: That on or about the 1st day of April A. D. 1893. the said defendants duly executed and delivered to this plaintiff their one certain promissory note of that date, for the sum of One thousand dollars with interest on the note of Six per cent per annum payable annually due on the 1st day of April A. D. 1894. A copy of said note is hereby given with all credits and endorsements thereon.

\$1000⁰⁰

Copy.

Mansville Ohio. April 1st 1893.

On April 7th 1894 after date for value received we promise to pay to the order of Lewis Lemay, One thousand dollars, interest at the rate of Six per cent per annum payable annually, and we hereby authorize any Attorney at Law to appear in any Court of Record in the United States after the 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 therein appearing due together with costs of suit and thereupon to release all error and waive all right of appeal Signed John H. Goleman and Mattie E. Goleman, the following credit is written on said note Paid on the within Sixty Dollars as interest April 7th 1894. that there are no endorsements on said note.

2nd Cause of Action.

Plaintiff says: that on or about the 1st day of April 1893, the said defendants hereby executed and delivered to this plaintiff their one certain promissory note of said date due on the first day of April 1895 for the sum of One thousand dollars with interest at the rate of Six per cent per annum payable annually a copy of which note is hereby given with all credits and endorsements thereon.

\$1000⁰⁰

Copy.

Marion Ohio April 1st 1893.

On April 1st 1895 after date for value received we promise to pay to the order of Lewis Linnay One thousand Dollars with interest at the rate of Six per centum per Annum payable annually 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 therein appearing due together with the costs of suit and thereupon to release all error and waive all right of appeal: Signed John H. Goleman and Mattie E. Goleman that the following credit is written thereon: "Received or paid on the within note Eighty Dollars as interest April 2nd 1894" that there are no endorsements on said note.

Third Cause of Action.

Plaintiff further says: that to secure the payment of said notes and interest as they respectively become due the defendants John H. Goleman and Mattie E. Goleman, wife of the said John H. Goleman, duly executed, acknowledged and delivered to this plaintiff the said Mattie E. Goleman joining with her husband in the granting, signing and acknowledgment thereof their certain deed of Mortgage bearing date on the 1st day of March 1893, and thereby conveyed to the plaintiff in fee simple, freed from all rights including that of dower of the said Mattie E. Goleman, in and to the same the following described lands, tenements and Situate in the County of Union State of Ohio, in the Township of Liberty, Survey No. 12282. Beginning at a stone in the center of the Newton and North Lewisburg Road and in the Easterly line of said Survey (and 55²/₁₀₀ poles from a stone in South Easterly corner thereof thence with the center of said road S. 26³/₁₀₀ W. 108 poles to a stake in the South easterly line of said Survey thence with said line S 57⁷/₁₀₀ W. 62⁵/₁₀₀ to a stake thence North 33¹/₁₀₀ W 101¹/₁₀₀ poles to a stone thence N. 55¹/₁₀₀ W. 155⁷/₁₀₀ poles to a stone in the South Easterly line of said Survey thence with said line S. 35¹/₁₀₀ W. 47 poles to the beginning containing 83⁵/₁₀₀ acres, except ⁵/₁₀₀ acres for a school house site that said deed was delivered to the Recorder in the Recorder's Office of said County for record according to Law, on the 7th day of March 1893, at 1.30 o'clock P.M. and was duly recorded in Volume 26 Page 444. That said deed of Mortgage has a condition thereunder written that in case the said John H. Goleman and Mattie E. Goleman should pay each of said promissory notes and as they become due then said deed should be void otherwise to be and remain in full force and at the option of the owner subject to foreclosure, that the said defendants have wholly failed to pay said promissory notes, though they are far past due, and that this plaintiff elects to foreclose, that there is due

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To him from the defendants the sum of Two thousand Dollars with interest from the 1st day of April 1894. payable annually. Wherefore plaintiff asks for judgment against said defendants John H. Coleman and Mattie E. Coleman for the sum of Two thousand Dollars with interest from April 1st 1894. payable annually that said promise be sold as upon execution to satisfy said plaintiff's said mortgage indebtedness from the said John H. Coleman and Mattie E. Coleman and the judgment by plaintiff so to be obtained and for costs and all proper relief

W. W. Merchant.
Attorney for Plaintiff.

State of Ohio }
Union County } S. S.

W. W. Merchant being duly sworn says he is the duly Authorized Attorney of the plaintiff herein and that said action is on a contract in writing that said written contract is in his possession that the facts stated and Allegations made and as he believes true.

W. W. Merchant.

Sworn to before me and subscribed in my presence this 13th day of August A.D. 1895.
J. N. Gosnell. Clerk.

Lemay }
vs. }
Coleman et al. } Recipe.

To Clerk:

Issue a summons for the defendants John H. Coleman and Mattie E. Coleman to the Sheriff of Franklin County Ohio returnable according to Law. Diverse said writ. Action for Judgment. Amounts claimed \$2000.00 with interest from April 1st 1894. payable annually and for foreclosure.

W. W. Merchant
Attorney for Plaintiff.

The following summons was filed the 26th day of August A.D. 1895:

The State of Ohio }
Union County } To the Sheriff of Franklin County.

You are hereby Commanded to notify John H. Coleman and Mattie E. Coleman that they have been sued by Lewis Lemay in the Court of Common Pleas of Union County and must answer by the 14th day of September A.D. 1895. or the 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 August A.D. 1895. Witness my hand and the seal of said Court this 13th day of August A.D. 1895.

J. N. Gosnell. Clerk.

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Recipe.

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The State of Ohio.

Sheriff's Return.

Franklin County S.S.

Received this writ August 14th 1895. at 5 o'clock P.M.

Sheriff's Fee	\$ 9.
Service	40
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Copy	40
Docket	20
Return	25
Total	2 05

And pursuant to its command on August 22nd A.D. 1895. I served the same by personally handing a true copy thereof with all the indorsements thereon to the within named Mattie Coleman. I also on the same day left a true copy thereof with all the indorsements thereon at the usual place of residence of the within named John B. Coleman.

James Ross Sheriff.

The following Motion was filed the 13th day of September A.D. 1895.

Motion.

Lewis Lemaay Plaintiff } Common Pleas Court of
 v.s. } Union County Ohio.
 John B. Coleman Defendant } Motion for costs.

Now comes John B. Coleman by his Attorney J. M. Kennedy and moves the Court to require the plaintiff to secure costs in above case, said plaintiff being a non-resident of said County of Union.

John B. Coleman.
 By J. M. Kennedy, his Attorney.

The following Entry was filed the 4th day of October A.D. 1895.

Entry.

N^o. 6746.

Lewis Lemaay } Court of Common Pleas of
 v.s. } Union County Ohio.
 John B. Coleman et al. } Entry.

This cause now coming on for hearing was submitted to the Court on the Petition and the Motion by the plaintiff for judgment and Decree on the pleadings notwithstanding the answer and cross Petition filed by the defendant John B. Coleman and the evidence, and on consideration thereof the Court find that the plaintiff is entitled to the judgment and Decree and that there is due the plaintiff Lewis Lemaay from the defendants John B. Coleman and Mattie B. Coleman on the promissory notes set forth in his Petition the sum of Two thousand dollars with interest at Six per cent per annum from April 1st 1894. payable Annually. the Court further find that in order to secure the payment of said notes the said defendant John B. Coleman and Mattie B. Coleman, his wife executed and delivered to the plaintiff Lewis Lemaay their certain mortgage as in his Petition described and on the premises therein described that said mortgage was duly recorded in Vol 26 Page 444 of the Record of Mortgages of Union County Ohio and is a good and valid first lien on the premises described in the Petition and that the condition has been broken. It is therefore considered by the Court that the plaintiff recovers from the said defendants the said sum of Two thousand dollars with Six per cent interest from April 1st 1894 payable Annually and his costs therein.

expended. and it is further adjudged and decreed that unless the defendants John H. Coleman and Mattie E. Coleman 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 the sum found due as aforesaid, the defendants equity of redemption to foreclosed and said premises be sold and that an order of sale issue therefore to the Sheriff of Union County directing him to Appraise Advertise and Sell said premises as upon execution and report his proceedings to this Court for further order.

W. W. Merchant.
Attorney for Plaintiff.

The following Order of Sale was filed the 23rd day of November A.D. 1895.

The State of Ohio. }
Union County S.D. } To the Sheriff of said County: Greeting.

Whereas at the Court of Common Pleas holden at the Court House in Mansville in said County of Union on the 4th day of October 1895 Lewis Lemaire obtained a judgment and decree against John H. Coleman and Mattie E. Coleman for the sum of Two thousand dollars and fourteen and 2/100 Dollars costs of suit.

And whereas it was then and there by said Court ordered, adjudged and decreed that the said John H. Coleman and Mattie E. Coleman within five days from the 4th day of October A.D. 1895 pay unto the said Lewis Lemaire the said sum of Two thousand dollars with interest from the 1st day of April payable Annually 1895 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 Statutes regulating Judgments and Executions at Law to sell the real estate described in the plaintiff's petition &c. And whereas the five days aforesaid have fully expired and the said sum of \$2000.⁰⁰ 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 Statutes regulating Judgments and Executions at Law the following lands and tenements, Situate in Union County Ohio to wit: In the Township of Liberty Survey N^o. 12282. Beginning at a stake in the center of the Newton and North Lewisburg road and in the Easterly line of said Survey and 55⁰'s poles from a stone South Easterly corner. Survey thence with the center of said road S. 25⁰' W. 108 poles to a stake in the South Easterly line of said Survey thence with said line S. 57⁰' W. 62⁵⁹' poles to a stake thence N. 35⁰' W. 110¹⁰⁰' poles to a stone thence N. 55⁰' E. 155⁵⁹' poles to a stone in the North Easterly line of said Survey thence with said line S. 35⁰' 30' E. 47 poles to the beginning. Containing 83⁷⁵'s Acres except 7⁵⁰'s Acres for a School House Site.

We therefore Command you that you proceed to carry said Order Judgment and Decree into Execution agreeably to the tenor and that you expose to the 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.

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Witness my signature as Clerk of the said Court of Common Pleas and the seal of said Court at Mansfield this 15th day of October A.D. 1895.

J. M. Roswell, Clerk.

Sheriff's Return.

The State of Ohio.

Union County.

S. S.

Sheriff's Fees	\$ 25	In obedience to the Command of the Order of Sale hereto annexed I did on the 18 th day of October 1895. Summoned Henry Anderson, Ezra Tallman and George M. Sanderson, 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 18 th day of October A.D. 1895. 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 \$3367. 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 23 rd day of October 1895 I caused to be advertised in the Mansfield 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 23 rd day of November A.D. 1895. at One o'clock P.M. of said day and having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit 5 consecutive weeks and in pursuance to said notice I did on said 23 rd day of November A.D. 1895. at the time and place above mentioned proceed to offer said lands and tenements at Public Sale and then and there came Lewis Lemay who bid for the same the sum of \$1660. ⁰⁰ Dollars and said sum being over two thirds of the appraised value thereof and said Lewis Lemay being the highest and best bidder thereof I then and there publicly sold and struck off said lands and tenements to him for said sum of Sixteen hundred and Eighty Dollars.
Service	25	
Levy	25	
Sum. Appraisers	1 25	
Surveying "	25	
Copying Apprais.	1 00	
Writing Appraisal.	25	
Copy of "	25	
Notice to Printer	25	
Affidavit of "	25	
Writing Notice	25	
Mileage	2 40	
Return	25	
Total	6 90	
Appraisers Fees	\$3 00	

And said sum being over two thirds of the appraised value thereof and said Lewis Lemay being the highest and best bidder thereof I then and there publicly sold and struck off said lands and tenements to him for said sum of \$1660.⁰⁰ Dollars.

W^m A. Snodgrass Sheriff.

And said sum being over two thirds of the appraised value thereof and said Lewis Lemay being the highest and best bidder thereof I then and there publicly sold and struck off said lands and tenements to him for said sum of \$1660.⁰⁰ Dollars.

W^m A. Snodgrass Sheriff.

The following Sheriff's Land Appraisal was filed the 21st day of October A.D. 1895.

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 A. Snodgrass, Sheriff, in and for said County, to impartially to appraise, upon actual view, the following Lands and Tenements, to wit:

Situated in Union County Ohio in the Township of Liberty Survey No. 13283. Beginning at a stake in the center of Newton and North Lewisburg Road and in the Eastern line of said Survey and 55¹/₂ poles

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from a stone in the South Easterly corner of Survey. thence with the center of said road S. 25° 30' W. 108 poles to a stake in the South Easterly line of said Survey thence with said line S. 57° W. 62 1/2 poles to a stake. thence N. 35° W. 101 poles to a stone. thence N. 55° E. 155 poles to a stone in the North Easterly line of said Survey thence with said line S. 35° 30' E. 47 poles to the beginning. Containing 83 1/2 acres Except 5/100 acres for School House Site. to be sold on a order of Sale issued from the Court of Common Pleas of said County in the petition of Lewis Lemay plaintiff against John W. Coleman, et al. defendant do forth with after Personal view of said premises make return and say that the same are of the real value in money of \$28.33 1/3 Per Acre. Dollars.

Given under our hands and seals this 18th day of October A.D. 1895.

Henry Anderson. Seal
 Ezra Tallman. Seal
 George M. Sanderson. Seal

The State of Ohio, Union County, S.C.

I Herby certify that the within named Appraisers Henry Anderson, Ezra Tallman, and George M. Sanderson, are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises this 18th day of October A.D. 1895.

Wm. A. Snodgrass Sheriff.

The following Proof of Publication was filed the 23rd day of November A.D. 1895.

Sheriff's Sale.

W. W. Merchant Attorney.

Lewis Lemay
 vs.
 John W. Coleman et al.

On Order of Sale.

Court of Common Pleas, Union County Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the North door of the Court House in Mansville Ohio on Saturday November 23rd 1895, at or about the hour of One O'clock P.M. on said day the following described real estate to wit situated in the Township of Liberty County of Union State of Ohio, and bounded and described as follows: in Survey No. 12283. Beginning at a stake in the center of the Newton and North Leitchburg Road and in the Easterly line of said Survey and 55 1/2 poles from a stone in the South Easterly corner of Survey. thence with the center of said road S. 25° 30' W. 108 poles to a stake in the South Easterly line of said Survey thence with said line S. 57° W. 62 1/2 poles to a stake. thence N. 35° W. 101 poles to a stone. thence N. 55° E. 155 poles to a stone in the North Easterly line of said Survey. thence with said line S. 35° 30' E. 47 poles to the beginning. Containing 83 1/2 acres. Except 5/100 acres for a School House Site.

Appraised at \$28.33 1/3 per acre.

William. A. Snodgrass Sheriff.
 Union County Ohio.

October 23rd 1895.

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 newspaper of general circulation in the County of Union the first publication beginning with October 23rd 1895.

W. B. Shearer.

Sworn to and subscribed before me this 30th day of November, 1895.

J. M. Gosnell, Clerk.

Printers Fees \$11.25

Afterward on the 2nd day of December A.D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry

Lewis Lemay

v.s.

John H. Coleman et al.

Common Pleas Court.

Union County Ohio.

Decree of Confirmation, Order of Deed, Distribution of Proceeds.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the Order of this Court it is ordered that the said proceedings and sale be and they are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser Lewis Lemay by deed according to law the property so sold and that the purchaser is hereby subrogated to all the rights of the said lien holder in the 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 herein sued on to be entered on the Record thereof in the Office of Recorder of Union County and the Court causing to distribute the proceeds said sale in the hands of said Sheriff amounting to \$1650.⁰⁰ it is ordered that the Sheriff pay to the 1st To the Treasurer of this County the Tax penalty and interest against said property to wit: \$48.81

2nd The cost in this Action Taxed at \$ 100

3rd To this said plaintiff Lewis Lemay the balance remaining in his hands to wit: the sum of \$37.90 to be applied on as a credit on his said Judgment against said defendants and then still remaining due to the said Lewis Lemay the sum of \$611.⁰⁰ it is considered that he receive the same from the defendants John H. Coleman and Mattie E. Coleman and Execution is awarded therefor.

W. W. Merchant.

Attorney for Plaintiff.

Attest

M. Gosnell

Clerk

Petition

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Please continued and held at the Court House in Mansfield within and for the County of Union in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of the said Court of the term of September to wit, on the 9th day of September in the year of our Lord One thousand eight hundred and Ninety five.

Be it remembered that heretofore to wit on the 18th day of January A. D. 1896 The General Electric Company of Schenectady New York filed in the Clerks office of the said Court of Common Pleas the following Petition No. 6861 against Thomas H. Botham, also another Petition No. 6866 filed January the 28th A. D. 1896; entitled The General Electric Company of Schenectady New York against Thomas H. Botham, and also another Petition No. 6899 filed March 29th A. D. 1896 entitled The Russell Company against Thomas H. Botham, and by order of the Court these three cases are consolidated and made one action to wit;

Petition	General Electric Company of Schenectady New York vs Thomas H. Botham,	} Court of Common Pleas, Union County, Ohio. No. 6861.
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The Plaintiff says that it is a corporation duly organized under the laws of the State of New York, having its principal office in Schenectady, New York; that there is money due, and debts owing to the defendant, from the village of Milford Center in Union County Ohio, and that the defendant has property in said County and State.

The Plaintiff further says there is due it from the defendant the sum of Twelve hundred and twenty one dollar and ninety two cents (\$1221.92) with interest on said sum from the 30th day of November, 1894; that said sum with interest as aforesaid is due on an account, a true copy of which account with all allowances and credits is hereto attached marked "Exhibit A."

The Plaintiff asks judgment against said defendant for Twelve hundred and twenty one dollar and ninety two cents (\$1221.92) with interest on said sum from the 30th day of November, 1894.

Henry J. Booth, Atty for Plaintiff.

State of Ohio, Franklin County ss:

Henry J. Booth, being first duly sworn, says that he is the attorney for the Plaintiff herein, a corporation, duly authorized in the premises; that said plaintiff is not a resident of the State of Ohio; and that the facts stated and allegations contained in the foregoing petition are true as he believes.

Henry J. Booth

Sworn to before me by said Henry J. Booth and by him signed in my presence this 17th day of January A. D. 1896. James M. Butler, Notary Public, Franklin County, Ohio.

"Exhibit A."

Thomas H. Botham
In account with General Electric Company.

1894			Dr.	
Aug. 27	2568 Cir.	Cutouts	\$114.25	
" 28	32008	Transformers set.	720.00	
" 28	32009	Boxing	13.50	
Sept. 1	2629 Cir.	Lamps	42.75	
" 3	2696 "	Carbons	11.15	
" 7	2790 "	"	3.36	
" 12	33843	Compensators etc	15.25	
" 19	34636	Globes	6.08	
" 25	3071 Cir.	Lamps	32.75	
Oct. 8	37435	Transformers etc	127.50	
" 12	3369 Cir.	Oil	2.00	
" 13	3389 "	Cutouts etc.	3.51	
" 31	41426	Lamps etc.	38.00	
Nov. 12	42437	Carbons	6.81	
" 22	44040	"	8.20	
" 27	44687	Oil Lamps	142.76	Cr.
Oct. 18		Cutouts		45-
Dec 20		By Allowance		\$1.50
" "		"		64.00
			\$1287.87	65.95-
		To Balance	1221.92	

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Receipts

General Electric Company
of Schenectady, New York
vs
Thomas H. Botham

Court of Common Pleas,
Union County Ohio.

To Clerk:

Issue summons on the petition herein to the Sheriff of Union County Ohio returnable according to law for the defendant Thomas H. Botham. Endorse thereon for money on an account amount claimed Twelve hundred and twenty-one dollars and ninety-two cents (\$1221.92) with interest from the 30th day of November 1894.

Henry J. Booth
Attorney for plaintiff.

Summons

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The following Summons was returned and filed the 19th day of February A.D. 1895: to wit:

Summons

The State of Ohio }
Union County ss: } To the Sheriff of said County:

You are hereby commanded to notify Thomas de Botham that he has been sued by General Electric Company of Schenectady New York in the Court of Common Pleas of Union County and must answer by the 16th day of February A.D. 1895; or the 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 January A.D. 1895:

Witness my hand and the seal of said Court this 18th day of January A.D. 1895:

J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy

Sheriff's Return.

The State of Ohio }
Union County }

Sheriff's fees	
Service and return	25
Milage - - - -	1 25
Copy - - - -	15
Total	\$1 65

Received this writ January 18th A. D. 1895; at one o'clock P. M. and served same by this writ returned January 19th A. D. 1895; Thomas H Botham not found in my County.

Wm G Snodgrass Sheriff.

On the 18th day of January A.D. 1895 the following Affidavit for order of attachment and garnishment was filed.

Court of Common Pleas
Union County, Ohio.

General Electric Company }
of Schenectady, New York. } Affidavit for order of Attachment
vs } and Garnishment.

Thomas de Botham.

State of Ohio }
Franklin County ss:

Henry J. Booth, being first duly sworn, says that he is the Attorney for the plaintiff herein, the General Electric Company a corporation duly authorized in the premises; that the plaintiff has begun an action against the defendant upon an account for goods sold and delivered, the nature of which account is more fully set out in the petition herein; that the said claim is just; that he believes the plaintiff ought to recover thereon the sum of Twelve hundred and twenty-one dollars and ninety-two cents (\$1221.92) with

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interest from the 30th day of November A.D. 1894; that the defendant Thomas de Botham is a non-resident of the State of Ohio.

Affiant further says that he has good reason to believe and does believe that the village of Milford Center, in the County of Union and the State of Ohio, a municipal corporation and under the laws of the State of Ohio, a village of the second class, has property of the said defendant in its possession liable to be attached in this action to wit:

Certain moneys due, and debts owing to, the said defendant Thomas de Botham, from the said village of Milford Center the same being the balance due from said village of Milford Center to said Thomas de Botham on a contract entered into between the said Thomas de Botham and the said village of Milford Center on the 13th day of July A.D. 1894, by which said contract it was provided that the said Thomas de Botham was to erect and equip a water works plant and an electric light plant and to furnish the appliances as provided in said contract.

Henry J. Booth

Sworn to before me by said Henry J. Booth and by him signed in my presence this 17th day of January A.D. 1895.

James M. Butler

Notary Public, Franklin County Ohio.

General Electric Company
of Schenectady, New York.

Court of Common Pleas,
Union County Ohio.

vs
Thomas de Botham.

Precipe

To Clerk:

Issue order of Attachment-Due.
Also issue order for garnishment of the village of Milford Center.

Afterward on the 18th day of January A.D. 1895 the following order of Attachment and Garnishment was issued to the Sheriff of Union County Ohio.

Attachment and Garnishee.

The State of Ohio.

Union County } Court of Common Pleas, Union County Ohio.

General Electric Company
of Schenectady New York.

vs
Thomas de Botham

To The Sheriff of Union County O.

You are commanded to attach and safely keep the lands, tenements, goods, chattels stocks or interest in stocks, rights, credits moneys and effects of the defendant Thomas de Botham not exempt by law

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from being applied to the payment of the claims of the plaintiff the General Electric Company of Schenectady New York, or so much thereof as will satisfy its claims for Twelve hundred and twenty-one dollars and ninety-two cents (\$1221.92) with interest on said sum from the 13th day of November 1894, and also for Fifty dollars the probable cost of this action.

Oath having been made in said case that said plaintiff believes and has good cause therefor that the village of Milford Center Union County Ohio, has the following described property of the said Thomas H. Botham the defendant, in its possession, to wit: certain moneys due and debts owing to the defendant from the said village of Milford Center (water works and electric light plant and furnishing appliances) being the balance due from said village of Milford Center to said defendant on a contract entered into between said village of Milford Center and said defendant on July 30th 1894, for erecting and equipping a water works and electric light plant and furnishing appliances.

You are therefore further commanded if you can not get possession of the above described property to leave with the above named village of Milford Center's Mayor and Treasurer thereof a copy of this order of attachment and this written notice that they are required to appear before the Clerk of the Court of Common Pleas of Union County on the 16th day of February A. D. 1895; then and there to answer under oath all questions put to them touching the property of every description and credits of the said Thomas H. Botham defendant in their possession or under their control, and disclose truly the amount owing by them to the said Thomas H. Botham defendant whether due or not.

You will make due return of this order on the 28th day of January A. D. 1895

Witness my hand and the seal of said Court this 18th Day of January A. D. 1895:

J. N. Gosnell Clerk
By J. A. Gosnell Deputy Clerk.

Sheriff's Fees.	Dolls.	Cts.	
Service		50	Received this order on the 18 th day of January 2 O'clock P. M. A. D. 1895 and agreeable to the command I did on the 18 th day of January A. D. 1895, in the presence of and served the same by delivering a true copy of this writ with the endorsement thereon to F. H. Reynolds who is Treasurer of the village of Milford Center Ohio, and to the village of Milford Center by handing a copy to O. W. Adams who is Mayor of said village personally
Copies		60	
Milage	1	00	
Return		25	
Total	2	35	

Wm. L. Snodgrass Sheriff.

On the 28th day of January A.D. 1895, a second Affidavit for order of Attachment and Garnishment was filed.

General Electric Company of Schenectady New York.

Court of Common Pleas Union County Ohio.

6861

Thomas H. Botham

Second Affidavit

For order of Attachment and Garnishment.

State of Ohio,
Franklin County) SS:

Henry J. Booth, being first duly sworn, says that he is the Attorney for the plaintiff herein the General Electric Company, a corporation duly authorized in the premises; that the plaintiff has begun an action against the defendant upon an account for goods sold and delivered, the nature of which account is more fully set out in the petition herein; that the said claim is just; that he believes the plaintiff ought to recover thereon the sum of Twelve hundred and twenty one dollars and ninety two cents (\$1221.92) with interest from the 30th day of November, 1894; that the defendant, Thomas H. Botham is a non-resident of the State of Ohio; that he is a resident of Winona, State of Minnesota.

Affiant further says that plaintiff and affiant have good reason to believe and do believe that the village of Milford Center, in the County of Union and State of Ohio, a municipal corporation, and French H. Reynolds, as Treasurer of said village of Milford Center, have property of the said defendant in their possession liable to be attached in this action, to-wit:

Certain moneys due, and debts owing to, the said defendant, Thomas H. Botham from the said village of Milford Center, the same being the balance due from the village of Milford Center to said Thomas H. Botham on a contract entered into between the said Thomas H. Botham and the said village of Milford Center about the 13th day of July A. D. 1894, by which contract it was provided that the said Thomas H. Botham was to erect and equip a water works plant and an electric light plant, and to furnish the appliances, as provided in said contract, the same being the sum of about Two thousand (\$2000) Dollars.

Henry J. Booth.

Sworn to before me by said Henry J. Booth and by him subscribed in my presence this 23rd day of January A. D. 1895.

James M. Butler
Notary Public, Franklin County Ohio

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On the 28th day of January A.D. 1895, The following precept was filed in the Clerk's office.

General Electric Company of Schenectady, New York. }
v-s } Court of Common Pleas
Thomas de Botham. } Union County Ohio.

6861

Precept

To Clerk:

Issue order for Attachment and Garnishment to the Sheriff of Madison County, Ohio, returnable according to law, for the Village of Plain City, and John Brown, real name unknown, as Treasurer of said village.

Endorse on said order: Money claimed on account; amount claimed, Twelve hundred and twenty one dollars and ninety two cents (\$1221.92) with interest from the 30th day of November 1894.

Direct the Sheriff of Madison County to make personal service.

Henry J. Booth
Attorney for Plaintiff.

Afterward on the 30th day of January A.D. 1895, The following order of Attachment and Garnishment was filed.

Attachment and Garnishment.

The State of Ohio, }
Union County } Court of Common Pleas Union County.
General Electric Company of Schenectady New York. }
v-s } To the Sheriff of
Thomas de Botham. } Madison County.

6861

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant Thomas de Botham not-exempt-by-law from being applied to the payment of the claims of the plaintiff General Electric Company of Schenectady New York, or so much thereof as will satisfy its claims for Twelve hundred and twenty one dollars and ninety two cents (\$1221.92) with interest from the 30th day of November 1894, and also for Fifty Dollars, the probable cost of this action.

Oath having been made in said case that said plaintiff believes and has good cause therefor that the village of Plain City and John Brown, real name unknown, Treasurer of said village, the following described property of the said Thomas de Botham defendant-in their possession, to-wit: certain moneys due and debts owing to the said defendant Thomas de Botham from the said village of Plain City. You are therefore further commanded if you can not get possession of the above described property to leave with the

Affidavit
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above named village of Plain City Ohio, and the Treasurer of said village a copy of this order of Attachment and this written notice that they are required to appear before the Clerk of the Court of Common Pleas of Madison County on the 7th day of March A.D. 1896; then and there to answer under oath all questions put to them touching the property of every description and credits of the said Thomas de Botham defendant in their possession or under their control and disclose truly the amount owing by them to the said Thomas de Botham defendant whether due or not.

You will make due return of this order on the 18th day of February A.D. 1896.

Witness my hand and the seal of said Court,
This 28th day of January A.D. 1896.

J. N. Gosnell, Clerk
By Geo. A. Gosnell Deputy Clerk.

Sheriff's Fees	Dolls	Cts
Service		45
Copies		50
Milage	3	20
Return		50
Total	4	65

Office Sheriff Madison County, Ohio.

January 20th A.D. 1896.

Received this order on the 29th day of January A.D. 1896; and agreeably to the command thereof I did on the 29th day of January at 2 O'clock P.M. A.D. 1896; served the same by delivering a true copy of this writ with all the indorsements thereon to James Henry Stewart who is treasurer of the village of Plain City Ohio, and served the village of Plain City Ohio by handing to A. J. Dickinson mayor of said village a true copy of this writ with all the indorsements thereon.

Scott Chumworth Sheriff.

General Electric Company,
of Schenectady New York.

Court of Common Pleas
Union County Ohio.

vs
Thomas de Botham

Affidavit for order of Attachment
and Garnishment.

State of Ohio,
Franklin County ss:

Henry J. Booth, being first duly sworn, says that he is the Attorney for the plaintiff herein, the General Electric Company, a Corporation duly authorized in the premises; that the plaintiff has begun an action against the defendant upon an account for goods sold and delivered the nature of which account is more fully set out in the petition herein; that the said claim is just; that he believes the plaintiff ought to recover thereon the sum of Twelve hundred and twenty-one dollars and ninety-two cents (\$1221.92) with interest from the 30th day of November 1894; that the defendant - Thomas de Botham is a non-resident of the State of Ohio; that he is a

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resident of Winona State of Minnesota.

Affiant further says that plaintiff and affiant have good reason to believe and do believe that the village of Plain City, in the County of Madison and state of Ohio, a municipal corporation, and John Brown whose real name is unknown to plaintiff and affiant as treasurer of said village, have property of the said defendant in their possession liable to attachment and garnishment in this action to-wit: The sum of about Sixteen hundred (\$1600) Dollars.

Henry J. Booth

I swore to before me by said Henry J. Booth, and by him signed in my presence this 23^d day of January A.D. 1895.

James M. Butler

Notary Public, Franklin County, Ohio.

General Electric Company,
of Schenectady, New York.

Court of Common Pleas,
Union County, Ohio.

Thomas H. Botham

Receive

To Clerk:--

Issue order of attachment herein to the Sheriff of Union County, Ohio, returnable according to law for the defendant, Thomas H. Botham.

Issue order for attachment and garnishment to the Sheriff of Union County, Ohio, returnable according to law for the village of Milford Center, and French H. Reynolds as treasurer of said village.

Endorse on said orders and each of them: For money claimed on account; amount claimed Twelve hundred and twenty-one dollars and ninety-two cents (\$1221.92) with interest from the 30th day of November 1894.

H. J. Booth

Attorney for plaintiff.

Attachment and Garnishment:

The State of Ohio,

Union County Court of Common Pleas Union County, Ohio.

General Electric Company
of Schenectady New York.

To the Sheriff of said County,

Thomas H. Botham

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant Thomas H. Botham not exempt by law from being applied to the payment of the claims of the plaintiff General Electric Company of Schenectady New York or so much thereof as will satisfy its claim for Twelve hundred and twenty-one dollars and ninety-two cents (\$1221.92) with

interest from the 30th day of November 1894, and also Fifty dollars the probable cost of this action.

Oaths having been made in said case that said plaintiff believes and has good cause therefor that the village of Milford Center, Ohio, and French H. Reynolds Treasurer of said village has the following described property of the said Thomas H. Botham defendant in their possession to-wit:

certain moneys due and debts owing to the said defendant Thomas H. Botham from the said village of Milford Center.

You are therefore further commanded if you can mitigate possession of the above described property to leave with the above named village of Milford Center, Ohio, and French H. Reynolds Treasurer of said village a copy of this order of Attachment and this written notice that they be required to appear before the Clerk of the Court of Common Pleas of Union County, on the 9th day of March A. D. 1895; then and there to answer under oath all questions put to them touching the property of every description and credits of the said Thomas H. Botham defendant in their possession or under their control, and disclose truly the amount owing by them to the said Thomas H. Botham defendant whether due or not.

You will make due return of this order on the 18th day of February A. D. 1895.

Witness my hand and the seal of said court this 28th day of January A. D. 1895.

J. N. Gosnell Clerk

by Geo. A. Gosnell Deputy Clerk,
Office Sheriff Union County Ohio.

January 29th A. D. 1895.

Sherriff's Fees	Doll	Cts
Service		50
Copies		50
Milage	1	00
Return		25
Total	2	25

Received this order on the 28th day of January A. D. 1895; and agreeably to the command thereof I did on the 28th day of January A. D. 1895; serve the same by handing a true

copy of this writ with the inclosures thereon to French H. Reynolds who is Treasurer of the village of Milford Center Ohio, and to the village of Milford Center Ohio, by handing a copy to C. W. Wills, who is Mayor of said village personally.

Wm. Snodgrass Sheriff.

Attachment.

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

General Electric Company
of Schenectady New York.

Thomas H. Botham.

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 Thomas H. Botham in your County not

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exempt by law from being applied to the payment of the claims of the plaintiff General Electric Company of Schenectady New York or so much thereof as will satisfy their claim for Twelve hundred and twenty-one dollars and ninety-two cents (\$1221.92) with interest from the 30th day of November A. D. 1894, also for Fifty Dollars the probable cost of this action.

You will make due return of this order on the 11th day of February A. D. 1895.

Witness my hand and the seal of said Court this 28th day of January A. D. 1895.

J. N. Gosnell Clerk.

Office, Sheriff Union County, Ohio.

January 28th A. D. 1895.

Sheriff's Fees	Doll	Cts
Service		50
Copies		50
Mileage	1	00
Return		25
Notice to Mar.		25
Total	2	50

Received this order on the 28th day of January A. D. 1895; and in obedience to the command thereof, I did on the 28th day of January A. D. 1895;

serve this writ by handing a copy of this writ with the indorsements thereon to Trunch H. Reynolds who is treasurer of the village of Milford Centre Ohio and a copy to O. W. W. Adon who is mayor of said village of Milford Centre Ohio personally.

Wm. V. Snodgrass Sheriff.

On the 27th day of February A. D. 1895, the following Affidavit for publication was filed in the Clerk's office.

General Electric Company of Schenectady New York.

Against

Thomas H. Botham.

Court of Common Pleas, Union County, Ohio.

Affidavit for publication.

The State of Ohio }
Union County } ss.

Henry J. Booth, being first duly sworn, says that he is the attorney for the plaintiff, the General Electric Company, a corporation duly authorized in the premises; that service of summons can not be made upon the defendant Thomas H. Botham, within the state of Ohio that said defendant is a non-resident of the state of Ohio; that the residence of said defendant is in the state of Minnesota; that the Post-office address of said defendant is Winona Minnesota; that this cause is one of those mentioned in section 5048 of the Revised Statutes of the State of Ohio; that in this action an order of attachment has been duly issued against the property of the defendant; an order of attachment and garnishment has been duly issued against the village of Milford Centre, Union County, Ohio, and against the treasurer of said village, and an order of attachment and garnishment has been duly issued against the village of Plain City, Madison County, Ohio, and against the treasurer of said village; that by these proceedings in attachment and garnishment the

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property of, and the debts and money owing to, said defendant are sought to be appropriated toward the satisfaction of such judgment as the plaintiff may obtain against the said defendant in this action.

Henry J. Booth.

Sworn to before me by the said Henry J. Booth and by him signed in my presence this 26th day of February, 1890;

James M. Butler

Notary Public in and for Franklin County, Ohio.

On the 7th day of March A.D. 1890, the following answer of J. H. Stewart was filed.

Answer of Garrison

General Electric Co.

vs

Thomas H. Boham

Answer of J. H. Stewart

Examination of J. H. Stewart as garnishee

in this case.

Question 1.- State if the village of Plain City have any property or effects of the said defendant Thomas H. Boham in your possession or under your control.

If so describe it; and state where it is?

Answer:- I do not know in what amount the village is indebted to the defendant.

Question 2nd- State if you are indebted to the said defendant in any sum or sums of money, for any cause or cause of action whatever. If so, state the amount of it; how evidenced and when payable.

Answer 2nd- Have there been any orders presented to you charged to account of Thomas H. Boham since service of process in this case and if so were they paid?

Answer- No sir.

J. H. Stewart

Treas.

The State of Ohio }
Madison County } ss:

C. E. Arbuckle Clerk of the Court of Common

Pleas of Madison County and State of Ohio, do hereby certify that the above named J. H. Stewart was by me first duly sworn to testify the truth, the whole truth and nothing but the truth; and that the matters and things as above set forth were reduced to writing by me and in the presence of the said witness; and were subscribed by him in my presence on the day below written.

In witness whereof I have hereunto set my hand and affixed the seal of said Court at London Ohio this 8th day of March A. D. 1890:

C. E. Arbuckle Clerk.

Writing Disposition of Var. 50, Clerk's Certificate under seal. 30; Swearing Var. 04 Postage 52; J. H. Stewart - 1 da 20 miles @ 300. Total \$ 3.91.

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On the 7th day of March A. D. 1895, the following answer of garnishment of French G. Reynolds was filed in the Clerk's office.

Answer of Garnishment.

In the Court of Common Pleas of Union County, Ohio, General Electric Company

Thomas H. Botham

Answer of French G. Reynolds, Treas. Garnishee.

Examination of French G. Reynolds as garnishee in this case.

Question 1.- State if you have any property or effects of the said defendant Thomas H. Botham in your possession or under your control. If so describe it; and state where it is?

Answer:- I am the treasurer of the village of Milford Center Union County Ohio, there is due from said village to said defendant Thomas H. Botham between \$1900.00 and \$2000.00 under the contract between them for the construction of the water works and Electric Light Plant in said village this fund is under my control as such treasurer subject to the orders required by law and said contract.

Question 2nd.- State if you are indebted to the said defendant Thomas H. Botham in any sum or sums of money for any cause or causes of action whatever. If so state the amount of it, how evidenced, and when payable.

Answer:- Only as stated in my answer to the first question.

Question 3rd.- State what amount have been paid by said Council through your office on said contract; state fully and give an itemized account of the various payments.

Answer:- The said garnishee not being prepared to answer the foregoing question, further examination in this case and in No. 3806 is hereby postponed until March 11th 1895, at 11 O'Clock P.M. by consent of plaintiff in both actions, the answer to the above questions is shown by exhibit "A" and "B" attached to D. W. McAdow answer herein filed.

French G. Reynolds

The State of Ohio, }
Union County ss. }

I, J. N. Hosnell Clerk of the Court of Common Pleas of Union County, and State of Ohio, do hereby certify that the above named French G. Reynolds was by me first duly sworn to testify the truth, the whole truth and nothing but the truth; and that the matters and things as above set forth, were reduced to writing by me, and in the presence of the said witness, and were subscribed by him in my presence on the day below written.

In witness whereof I have hereunto set my hand and affixed the seal of said Court at Mansfield, Ohio, this 9th day of March A. D. 1895.

J. N. Hosnell Clerk.

6861

Afterwards on the 11th day of March A.D. 1895, the following Answer of Garnishee of French H. Reynolds was filed in the Clerk's Office.

Answer of Garnishee.

In the Court of Common Pleas of Union County, Ohio:
General Electric Company.

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vs
Thomas H. Botham.

} Answer of French H. Reynolds
Garnishee.

Examination of French H. Reynolds as garnishee in this case.

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Question 1.- State if you have any property or effects of the said defendant Thomas H. Botham in your possession or under your control. If so describe it; and state where it is?

Answer:- I am the treasurer of the village of Milford Center Union County, Ohio there is due from said village to said defendant Thomas H. Botham between \$1900⁰⁰ and \$2000⁰⁰ under the contract between them for the construction of the water works and electric light plant in said village. This fund is under my control as such treasurer subject to the orders required by law and said contract.

Question 2nd. State if you are indebted to the said defendant Thomas H. Botham in any sum or sums of money for any cause or causes of action whatever. If so, state the amount of it; how evidenced, and when payable.

Answer:- Only as stated in my answer to the first question.

Question 3rd. State what amounts have been paid by said Council through your office on said contract; state fully and give an itemized account of the various payments.

Answer:- The said Garnishee not being prepared to answer the following question further examination in this case and in No. 3866 is hereby postponed until March 11th 1895, at One O'clock P.M. by consent of plaintiff in both actions.

The answer to the above question is shown by Exhibit "F" and "B" attached to Mr. W. Adams answer herein filed.

French H. Reynolds.

The State of Ohio }
Union County ss. }

I, J. H. Gosnell Clerk of the Court of Common Pleas of Union County, and State of Ohio, do hereby certify that the above named French H. Reynolds was by me first duly sworn to testify the truth, the whole truth; and nothing but the truth; and that the matters and things as above set forth, were reduced to writing by me, and in the presence of the said witness; and were subscribed by him in my presence on the day below written.

In witness whereof I have hereunto set my hand and affixed the seal of said Court at Marysville, Ohio this 11th day of March A.D. 1895. J. H. Gosnell Clerk.

Afterwards on the 11th day of March A. D. 1895, the following Answer of Garnisher of O. W. M. Adow Mayor of the village of Milford Center was filed in the clerk's office

Answer of Garnisher.

In the Court of Common Pleas of Union County, Ohio,
General Electric Company
of Schenectady New York.

Answer of O. W. M. Adow
Garnisher.

against
Thomas H. Botham

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Examination of O. W. M. Adow as

Mayor of Milford Center, Ohio, as garnisher in this case, he being the Mayor of the village of Milford Center.

Question 1. - State if you have any property or effects of the said defendant Thomas H. Botham in your possession or under your control. If so, describe it, and state where it is.

Answer. - As Mayor of the village of Milford Center, Union County, Ohio, I make the statement that exhibit "A" attached to this answer shows the debts of said village to Thomas H. Botham to be \$12933.02 and exhibit "B" shows the credits due said village to be \$10997.82 leaving a balance due said Botham of \$19352.

Question 2nd. - State if you are indebted to the said defendant Thomas H. Botham in any sum or sums of money for any cause or causes of action whatever. If so, state the amount - of it, how evidenced, and when payable.

Answer. - The answer to the above question is a correct showing of the amount between said village of Milford Center and Thomas H. Botham the same being subject to further settlement between the parties. I have no property of the defendant other than as shown above.

O. W. M. Adow

Exhibit "A"

Statement of all M Corporation in acct. with T. H. Botham.

Original Contract	\$11482.50
To money in go cancelled L 24	189.00
174 Op'd Lamps buy @ 1.60	278.40
Estimate on Center Street	71.50
Charge on men time to across Bridge	10.00
16 30 ft - 4 in pipe line exp of O.C. 40	654.00
150 L Transformer hold block	112.50
Hanging transformer pole run	25.00
5 Gal oil for 100 L transformer	7.50
It & Draying, on oil	1.80
3-4 Cross spacers - extra	15.00
4-4 Extras	20.00
72.50 ft 4 in pipes 18" in	65.52
Drayage on Linn	1.00
Ex.	\$12933.02

Exhibit "B"		
August-3 ^d	A. D. 1894	\$ 3000
Do	18 th " 1894	3000
Do	25 th " 1894	2197.72
October 13 th	" 1894	500.00
Do	15 th " 1894	60.00
Do	17 th " 1894	2000.00
Do	27 th " 1894	35.00
November 7 th	" 1894	3.50
Dec 15 th	" 1894	12.29
Do	19 th " 1894	6.75
Do	31 st " 1894	2.12
Do	31 st " 1894	.70
January 7 th	" 1895	3.45
Do	10 th " 1895	160.00
Do	17 th " 1895	8.00
February 2 nd	" 1895	.90
Do	9 th " 1895	1.10
November 10 th	" 1895	24.75
June 17	"	1.19
		<u>10997.82</u>

Legal Notice

General Electric Company
of Schenectady New York

vs

Thomas H. Botham

Court of Common Pleas
Union County, Ohio.

Thomas H. Botham the above named defendant residing at Winona Minnesota, will take notice that on the 18th day of January 1895 the plaintiff, the General Electric Company of Schenectady New York in said Court duly commenced a civil action against him to recover the sum of Twelve hundred and twenty-one dollars and ninety-two cents (\$1221.92) with interest on said sum from the 30th day of November 1894 on an account for material sold furnished and delivered to the said defendant at Millford Center Union County, Ohio; that the plaintiff asks judgment against the said defendant for said sum with interest thereon; that an order of attachment in said action has been duly issued against the property of said defendant; that an order of attachment and garnishment in said action has been duly issued against the village of Millford Center Union County, Ohio, and against Frank G. Reynolds as treasurer of said village; that an order of attachment and garnishment in said action has been duly issued against the village of Plain City Madison County, Ohio and against John Brown real name unknown, as treasurer of said village.

The said defendant is required to answer the petition in said action on or before the 20th day of April 1895, or judgment will be taken against him by default for said amount with interest and costs.

February 27th 1895.

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The State of Ohio }
Union County ss: }

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication being beginning with February 27th 1895.

W. O. Shearer

Sworn to and subscribed before me this 8th day of April 1895.

W. Gosnell Clerk
By J. A. Gosnell Deputy Clerk.

Quintus Jus. 8/17th

General Electric Company
of Schuettady New-York.

vs

Thomas H. Botham

Entry.

It appearing from the answer of the village of Milford Centre in Union County Ohio, garnishee herein, that it is indebted to the said Thomas H. Botham in the sum of Ninety hundred and thirty eight and 20/100 (\$1938.20) Dollars, on motion of the plaintiff it is ordered that said village pay said sum to the Clerk of this Court within thirty days from the date of this order and that said garnishee be thereupon discharged.

And it also appearing from the answer of the village of Plain City Ohio, garnishee herein, that it is indebted to said Thomas H. Botham, the amount at the time of said answer not being definitely known, on motion of the plaintiff it is ordered that said village of Plain City pay to the Clerk of this Court within thirty days from the date of this order all money owing by it to the said Thomas H. Botham on the 29th day of January 1895, being the date of the service upon said garnishee, and upon payment that said garnishee be discharged.

The General Electric Company

vs

Thomas H. Botham et al

Court of Common Pleas, of
Union County Ohio.

"Answer and Cross petition of the Russell Company."
The Russell Company says that on the 29th day of March 1895; it filed its petition against Thomas H. Botham et al to recover judgment against said Botham and others & to enforce said Contracts Lien on money in the hands of Milford Centre, Ohio, and upon Real Estate of the said Milford Centre described in said petition.

That at the April term of the Court of Common Pleas of Union County Ohio 1895; by the order of said Court the following cases were consolidated to wit: the Case Number 6899

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in said Court wherein The Russell Company aforesaid is plaintiff and Thomas H. Botham and others are defendants, was consolidated with the case in said Court numbered 6861 & 6866 wherein the General Electric Company is plaintiff and Thomas H. Botham and others are defendants and the same case are now consolidated.

The said The Russell Co. further says it is a Corporation duly incorporated under the laws of the state of Ohio, and doing business at Massillon Ohio.

The Russell Co. aforesaid by way of answer and Cross petition to the petition of the General Electric Co. in Case 6861 & 6866 aforesaid further says:

That on the 3^d day of August 1894 The Russell Company entered into a written contract with the said defendant Thomas H. Botham for supplying certain Machinery material and labor for the purpose of erecting an Electric Light and water works Plant at Milford Center of Union County Ohio, and for said village of Milford Center upon a contract made by said village with said Botham.

That by the terms of said contract The Russell Co. agreed to furnish certain Machinery material and labor as specified in said contract for which the said Botham as head Contractor agreed to pay The Russell Co. Twenty seven hundred and forty dollars. One third when the said Plant was one third finished. one third when plant was two thirds finished. Twenty per cent of balance when plant was completed and on approval and acceptance of same by the Council of said village and the balance when the plant has been in operation 60 days.

That the Russell Co. aforesaid has fully performed all the obligations of said contract to be performed by it. that said plant has been fully completed and approved and accepted by the said Council and has been in operation more than 60 days prior to the 23^d day of January 1895:

That said Botham has paid and caused to be paid on said contract as follows: to said The Russell Co. on August 15th 1894 Fifty hundred dollars. Sept. 1894 Three hundred and twenty six and 2/100 dollars. Oct 26th 1894 Five hundred dollars and Nov. 17th 1894 by allowance Ten & 2/100 dollars leaving a balance unpaid and now due The Russell Co. from said Botham on said contract the sum of Seven hundred and two and 68/100 dollars with interest from Nov. 17th 1894.

Second cause of Action =

For a second cause of action the Russell Co. repeats and asserts what has been already declared in its first cause of action and says that on the 23^d day of January 1895 it filed with the Clerk of said village of Milford Center a sworn and itemized

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statements of the amount of labor was performed and machinery and material was furnished by The Russell Co. under said contract with said Botham for and to said Electric Light and water works plant together with the credits and set off shown within ninety days from the time said work was finished and machinery and material was furnished for the purpose of obtaining a Subcontractors Lien thereon that all of said labor material and machinery went into said plant under said contract with said Botham and that said plant and the grounds upon which it is located is fully described in plaintiffs petition to which reference is here made that a copy of said itemized statement was filed with the Recorder of said Union County Ohio and placed by him on Record on the 23rd day of January 1898 in less than 90 days from the time said labor was finished; that said Plant was constructed by said Botham for said Milford Center as principal or head contractor on a contract with said village and that said village has in its possession about Four thousand dollars of money a part of the contract price of said plant which the Russell Co ask to have paid to it or so much of it as will pay its claim of \$402.68 and interest from Nov 17th 1894 and costs of suit, and it claims it has a Subcontractors Lien on said money.

The said Russell Company further says that the Electric Light Company claims to have a lien by virtue of an attachment process upon said money in hands of the said village.

The said Ohio Pipe Company also claims a lien upon said money in the hands of said village by virtue of proceedings in attachment; George K. Smith claims to have a lien upon said funds in the hands of said village by virtue of a mechanics lien.

The said The Russell Company therefore asks for judgment against Thomas H. Botham for \$402.68 and interest thereon from Nov 17th 1894 and for an order on said village of Milford Center directing it to pay over the funds in its hands in satisfaction of the claim of the Russell Co and ^{The Russell Company & Appor Co.} Costs paid.

That said Electric Company and Ohio pipe Company and George K. Smith be required to set up their several liens and claims and that the Lien of the Russell Co be declared prior to and superior to that of all others and for all proper relief as asked for in their original petition in case No. 6899 to which this is supplementary Robinson & Robinson.

The State of Ohio, Union County ss.
 A. B. Robinson being first duly sworn says The Russell Co are not residents in said County of Union and all about therefrom that the Russell Co is a Corporation doing business in Massillon Ohio and Affiant is an attorney of said Corporation and the statements of the foregoing Petition are true as he believes.
 A. B. Robinson.

Sworn to before me by A. B. Robinson and by him subscribed in my presence this 30th day of August- 1896:

J. M. Gosnell Clerk.

Massillon Ohio August- 3rd 1897.

Thos H. Botham

Utahona Minn.

Bought of Russell & Co.,

Milford Center O. Plant.

01138	1- R.H. 11x8 1/4 Auto Engine fly wheel & usual fittings		
	1- 4x2 1/2 x 5 Duplex Pump		
	1- 20x7 Heater		
	1- Belt Coping Stone		
7920 7921	2- 5-7x12 Boring Complete with fittings		
	1- Stack 36x50 - with bracing Other fittings & fittings per proposal Piping & masonry Complete plant erected		
		Contract price	\$ 2,740
		<u>Contra</u>	15
Aug 15-	By Cash	15 00	
Sept 13	" "	326 67	
Oct 26	" "	5 00	
Nov. 17	" Expense. Switching & repairs	10 66	
			2337 32
			\$402.68

On the 30th day of August A. D. 1896 the following Cross Petition was filed in the Clerk's office.

The General Electric Company

vs
Thomas H. Botham

Court of Common Pleas
Union County Ohio.

Cross Petition of George K. Smith-

The said George K. Smith says that on the 18th day of April 1896 he filed his Cross Petition in case No. 6899 in said Court and that by the order of said Court at its April Term said case 6899 and cases 6861 & 6866 were consolidated into one case and are now so consolidated - and he asks that said Cross petition be made a part of the pleadings in said consolidated case.

The said Smith says there is due him the sum of \$227.03 from Thomas H. Botham of one said for services rendered and material furnished by said Smith at the request of said Botham in the construction of the Light and water works Plant at Milford Center Ohio, and for said village in pursuance of a contract between said Botham and said village who was then and is now the

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owner of said Plant - and said services and material went into said Plant in pursuance of a contract with said Botham by said Smith which is in substance that said Smith agreed to assist said Botham as Superintendent in the construction of said Plant to keep Books and do the corresponding pertaining to said construction of which said Botham was principal Contractor and to perform other duties in connection therewith for which said Botham agreed to pay said Smith for material and labor and expenses incurred what-it-is worth - for mining rights for Canceled work \$2.00 each and Canceled work \$1.00 less cost of material - said Smith was to put in connections and replace temporary wires for all of which said Botham Contracted to pay said Smith as the work was done and that said Smith faithfully performed said contract so far as the same was to be performed by him and the said Botham failed to pay him as he agreed to do and the said Botham is now indebted to said Smith by reason of the premises in the sum of \$222.08 and interest from January 31st 1895; and the same is long since paid due as will more fully appear in the statement of account hereto attached.

The said village is indebted to said Botham in about Four thousand dollars on the contract between said village and said Botham for the construction of said Plant.

That said labor and material was worth what-is charged therefor and all went into said Plant.

That on the 31st day of January 1895 said Smith filed with the Clerk of said village a sworn and itemized statement of his said account against said Botham with the credits thereon for the purpose of obtaining a Mechanic's Lien on the said money in the hands of said village and on said Plant and a true copy thereof was filed in the Recorder's office of said County on said 31st day of January 1895.

The said Smith says his lien is prior to and superior to the liens of Plaintiff and the Ohio Pipe Company and the Barber Brass and Copper works Company.

The said General Electric Company The Ohio Pipe Co The Barber Brass and Copper Company claim an interest in said money and plant by virtue of attachment proceedings which said Smith denies.

Therefore said Smith asks judgment against said Botham for \$222.08 and interest from January 31st 1895 and an order against the village of Milford Center to pay said Smith's claim out of money in its hands belonging to said Botham and that said The Ohio Pipe Company, The Barber Brass and Copper Co be required to

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set up their claims or be forever barred and that said Smith's claim be declared superior to and prior thereto and for other proper Relief.

Robinson & Woodburn
Atty's for Plff.

The State of Ohio
Union County ss: J

A. B. Robinson being first duly sworn says that he is an Attorney for George K. Smith in this case and said Smith is a non-resident of said County and absent therefrom and that the statements of the foregoing Cross Petition are true as he believes.

A. B. Robinson

Sworn to before me and subscribed in my presence this 29th day of August 1895.

J. N. Gosnell Clerk.

Thomas de Botham
To George K. Smith.

1894 July	To services rendered from July 1 st 1894 to Oct. 1 st 1894	\$300.00
"	" R Road fare Columbus to Milford and return 2 trips	3.10
"	" " " Cincinnati Ohio	5.30
"	" " " Telegrams	5.65
"	" " " Telegrams	.72
11	" R Road fare Columbus to Milford and return	1.55
18	" Material as per Invoice	46.70
19	" Postage	.50
Aug 1	" Material as per Invoice	25.88
15	" 2 Stud for Steam Gang at Power House	1.00
25	" 1 Cash Button for L. E. Erb residence	.55
	1 Bell " O. W. McAdow	.60
	1 " " F. H. Reynolds	.60
	1 " " W. Sedbottom	.60
	1 " " Chas Erb	.60
	5 Elm shades O. W. McAdow	2.50
	3 Cash Buttons W. McAdow, Reynolds & Sedbottom	1.65
	Wiring in 59 light - Chd work 160	94.70
	" " 41 " " Cashed a 2 nd	86.10
Sept 13	To 3 Hours at Book Compting	.90
14	" 8 " " Sedbottom	2.40
20	" 10 " " Lyon Deane Erb	3.00
21	2 " " Alden	.60
22	" " " Solding Point from Antin to State Street	.60
24	" " " Compting Reynolds R. of P. Hall	1.00
Oct 3	" " " P of Compting Antin & Pleasant	1.87
2	" " " Dr. Boylan	1.15
4	" " " Davis and Allen	1.15
5	" " " Celabosse & Munn	.75
12	" " " Compting	3.75
13	" " " " "	3.75
		\$ 599.22

July 2
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		Credits		
July 2	1	By Cash		67.00
" "	4	" "		25.00
" "	11	" "		20.00
" "	19	" "		89.00
" "	25	" "		25.00
Sept 1	"	" "		20.00
		130 Lamps		72.75
		87 Key sockets		13.05
		7 " "		.91
		300 Yds Lamp cord		7.72
		One days time		2.15
Oct. 10		By Cash		25.00
		Bill of S Rob for collection		10.00
		Chas Est		5.00
		Oscar Beam		9.73
		Material used in wiring on the		
		160 light above referred to charge in statement		74.85
				837.19

To Baltimore due \$222.93
 For answer and reply to the cross-petition of Russell Co. Smith see page 431 of this record.

On the 12th day of October 1895 the following Reply to the Answer and Cross Petition of the Russell Company was filed in the Clerk's office.

0561
 The General Electric Company }
 vs } Court of Common Pleas
 Thomas H. Botham et al } Union County Ohio.
 Reply to the answer and Cross Petition of the Russell Company.

The plaintiff admits the filing of defendant's petition as alleged in its answer and Cross petition and the consolidation of the several causes so herein recited.

The plaintiff further admits that the said Plant had been fully completed by the said Botham and had been approved and accepted by the Council of Milford Center and had been in operation more than sixty days prior to January 23rd 1895; and that said village has in its possession about Five Thousand (\$2000.00) dollars belonging to said Botham, and that said Plant is the property of said village of Milford Center.

The plaintiff has no knowledge concerning the other alleged facts contained in said Answer and Cross petition and therefore for want of such knowledge denies each and every other allegation therein.

The plaintiff further says that on the 18th day of January when it brought its action in attachment against said Botham and garnished the village of Milford Center and its treasurer the said Botham had completed his work for the said village of Milford Center.

in accordance with the terms of his contract with said village; that on said day and on the day when said village of Milford Center was garnished by this plaintiff, the sum of about two thousand dollars (\$2000) was owing to and justly due the said Botham, and that said sum had been due and owing to the said Botham for more than ten days prior to said 18th day of January, 1895; free from all claims whatsoever on the part of any laborer, Sub-Contractor or material man, and that on said day the said village of Milford Center was under no legal restraint whatever not to pay said money to said Botham; that after said attachment and said garnishment, no other money was earned by said Botham under said contract, and no other money became due the said Botham from said village of Milford Center; and that by its delay in filing its alleged claim with the Clerk of said village the said defendant forever lost its right to claim a lien superior to that obtained by this defendant-plaintiff by said proceedings in attachment and garnishment.

H. J. Booth.

Cameron & Cameron
Attorneys for plaintiff.

The State of Ohio }
Union County ss. }

R. L. Cameron being first duly sworn says that he is an attorney of record for the plaintiff The General Electric Company, a corporation duly authorized in the premises; that said plaintiff is not a resident of the state of Ohio, and is now absent from this County; that the facts stated and allegations and demands contained in the foregoing reply are true as he verily believes.

R. L. Cameron.

Sworn to before me by the said R. L. Cameron and by him subscribed in my presence this 1st day of October 1895.

J. M. Gosnell Clerk.

On the 1st day of October A. D. 1895; the following Reply and answer to Cross petition of Geo K Smith was filed in the Clerk's office.
The General Electric Co.

6561

Thomas H. Botham et al

Court of Common Pleas
Union County Ohio.

Answer and reply to the Cross Petition of George K Smith.

The plaintiff admits the filing

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of defendants Cross Petition as alleged and the consolidation of the various causes enumerated.

The plaintiff has no knowledge touching the various other facts alleged in the Cross petition and for want of such knowledge denies each and every other allegation therein contained.

The plaintiff says that the labor and the materials included in the account attached to the Cross-petition and alleged to have been performed for and furnished the said Thomas H. Botham were not such labor and materials as were required or demanded by said Botham under his contract with the village of Milford Center.

The plaintiff says that the said George K. Smith did not file a sworn statement of his said alleged account with the Clerk of the village of Milford Center for the purpose of obtaining a mechanics lien on the money in the hands of said village within ninety days from the time said alleged labor was performed and said alleged materials furnished as required by law.

The plaintiff says that on the 18th day of January when it brought its action in attachment and garnishment against the said Botham and the said village of Milford Center, the said Botham had completed his work for the said village of Milford Center in accordance with the terms of his contract with said village; that on said day and for more than ten days prior to said 18th day of January, there was owing to and justly due the said Thomas H. Botham from the said village of Milford Center the said sum of about two thousand dollars (\$2000⁰⁰) free from all claims whatsoever on the part of any laborer, sub-contractor or material man; and that on said day the said village of Milford Center was under no legal restraint whatever not to pay said money to said Botham; that after said day no other money was earned by said Botham under said contract and no other money became due the said Botham from said village of Milford Center; and that by his delay in filing his said alleged claim the said defendant forever lost his right to claim a lien superior to that obtained by the plaintiff in said attachment and garnishment proceedings.

H. J. Borsh & Cameron & Cameron

Attorneys for plaintiff

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The State of Ohio }
Union County SS }

R. L. Cameron being first-duly sworn says that he is an attorney of record for the plaintiff, the General Electric Co., a corporation duly authorized in the premises, that said plaintiff is not a resident of the State of Ohio, and is now absent from this County, and that the facts and allegations of this reply are true as he believes.

R. L. Cameron.

Sworn to before me and signed in my presence this 1st day of October 1895.

Attest. J. N. Gosnell Clerk.

~~_____~~
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Afterwards on the 25th day of January A. D. 1895, the following Petition considered with the several other cases No 6561 and 6599, was filed in the Clerk's Office.

The General Electric Company
of Schenectady New York,
against

Court of Common Pleas
Union County Ohio.

Thomas H. Botham -

Petitioner.

6866

The plaintiff says that it is a corporation duly organized under the laws of the state of Ohio New York, having its principal office in Schenectady, New York; that there is money due, and debts owing to the defendant from the village of Milford Center in Union County, Ohio, and that the defendant has property in said County and State.

The plaintiff further says that on the 30th day of July, 1894, it entered into a contract with the defendant herein for furnishing certain described machinery and apparatus for furnishing an Electric light plant in the village of Milford Center, Union County, Ohio, a copy of which contract is hereto attached marked "Exhibit A". By said contract the plaintiff was to furnish the machinery and apparatus as stipulated therein for the sum of fourteen hundred and thirty-seven dollars and fifty cents (\$1437.50) which said sum the defendant agreed to pay as follows: One-third cash after plant had been in successful operation for 60 days.

The plaintiff has fully complied with and performed all of the obligations contained in said contract to be kept and performed by it.

On the 27th day of August, 1894, said defendant paid to said plaintiff on said contract the sum of four hundred and seventy-nine dollars and

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sixteen cents (\$479.16). On the 16th day of October 1894, said plaintiff credited said defendant with an allowance of forty-eight dollars and fifty cents (\$48.40).

There have been no further credits or allowances on said contract.

The balance due upon said contract the defendant has wholly neglected and failed to pay though often requested so to do.

There remains due and unpaid upon said contract from the defendant to the plaintiff the sum of nine hundred and nine dollars and ninety-four cents (\$909.94), with interest thereon from the 15th day of September, 1894.

The plaintiff asks a judgment against the defendant for the sum of nine hundred and nine dollars and ninety-four cents (\$909.94) with interest thereon from the 15th day of September, 1894.

Henry J. Booth
Attorney for plaintiff.

The State of Ohio,
Union County) ss.

Henry J. Booth, being first duly sworn, says that he is the attorney for the plaintiff, a corporation duly authorized in the premises; that the plaintiff is a non-resident of the State of Ohio; that the facts stated and allegations contained in the foregoing petition are true as he verily believes.

Henry J. Booth.

Sworn to before me by the said H. J. Booth and by him signed in my presence this 17th day of January, 1895.

James M. Butler
Notary Public in and for Franklin County, Ohio.

"Exhibit A."

Cincinnati, Ohio, May 24th 1894,

Mr Thomas H. Botham,
Milford Center, Ohio.

Dear Sir:-

We will furnish you the following described machinery F. O. B. Cars at Milford Center, viz:-

- One A-60 alternator
- One 1.5 K.W. exciter
- One Potential Indicator
- One Current Indicator
- Station transformer
- Two Lightning arresters
- One Ground detector
- Two fender blocks

Two main switches,

Two rheostats,

One exciter switch,

For the sum of Fourteen hundred and thirty-seven dollars and fifty cents (\$1437.50).

Terms of Payment:

One-third cash 10 days after arrival of apparatus.

One-third cash 10 days after plant is completed and material furnished.

One-third after the plant shall have been in successful operation for a period of sixty days.

Guarantee:

The above alternating current sine wave cent-dynamo we guarantee to be of 1000-16 C.P. lamp capacity and of our latest "Iron-Clad" type of armature; has self-oiling bearings, automatic regulation and in general to be of the latest design manufactured by the General Electric Company, and any parts which may prove to have been originally defective we will replace at our expense.

We will install one (1) marble switchboard complete with above mentioned instruments upon same.

Also dynamo upon foundations to be furnished by you; in fact, we and place in position ready for operation, the dynamo and all instruments necessary within the walls of said station.

We will also furnish you for ten (10) days the services of an expert to set up and start the above named apparatus and give any instructions to whoever you may desire regarding the operation of same.

It is understood and agreed that the Company may at any time before and until the plant specified herein is fully paid for in cash (it being understood that the taking of notes shall only be conditional payment) take immediate possession of and remove the property here contracted for and may insure the same for such amounts as it (the Company) may deem sufficient; and under the terms of a special contract granted by certain insurance companies to the Company, said insurance to be for the benefit of the purchaser and the Company as their interests may appear and the purchaser hereby agrees to pay the premium for such insurance.

The title of the plant shall not pass from the company to the purchaser until it is fully paid for, and the purchaser agrees to execute, acknowledge and deliver to the Company all legal documents necessary to affect this.

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title of the plant shall not pass from the company until such notes have matured and have been settled in full. If default is made in the payment of any such notes or in payment of any sums falling due under this contract, the Company may enter the premises where the plant is situated and remove the same as its own property or if said Company (Vendor) shall so require the said purchaser agrees to execute to it mortgage with conditions as required covering all the property contractive for and all Real Estate in or upon which it may be placed, and notes as may be required by it and on failure to do so may remove said property.

The foregoing proposed is subject to the approval of the manager of the Cincinnati Office of the General Electric Company and is not binding upon said Company until so approved, is subject to change unless accepted by purchaser within fifteen days from date, and if so accepted is the agreement between said Company and purchaser as it exists at the date of approval, and it is understood and agreed that all previous communications between said parties, either verbal or written contrary to the provisions hereof are hereby withdrawn and annulled and no modification of this agreement shall be binding upon either of the parties unless such modification shall be in writing signed by both parties.

Respectfully submitted,
 The General Electric Company
 R. S. Stearns,
 Agent

Approved:
 W. L. Hays,
 Acting Manager.

I hereby accept the above proposition:
 Thomas H. Botham.

Approved:
 Sales Com.
 E. Griffin
 Chairman.

7/30/94.
 The General Electric Company
 of Schenectady New York.

Court of Common Pleas,
 Union County Ohio.

Thomas H. Botham.

Receipt.

To Clerk: Issue Summons to Sheriff of Union County, Ohio returnable according to law, for the defendant Thomas H. Botham and one thousand, ninety-four cents (8909.94) with interest thereon from the 15th day of Sept. 1894.

Henry J. Booth Attorney of plaintiff.

5866

Afterwards on the 28th day of January A. D. 1895, 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 Thomas H. Botham that he has been sued by the General Electric Company of Schenectady New York in the Court of Common Pleas of Union County, and must answer by the 2nd day of March A. D. 1895, or the 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 February A. D. 1895.

Witness my hand and seal of said Court this 28th day of January A. D. 1895.
(Seal)

J. H. Gosnell Clerk
By Geo. F. Gosnell Deputy.

And on the 29th day of January A. D. 1895 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 Fee	
Deputy's Return	25
Mileage	1 00
Copy	15
Total	1 40

Received this writ January 28th A. D. 1895 at 10 o'clock A. M. and served same by the within named Thomas H. Botham not found in my County.

Wm. F. Smody, Sr.
Sheriff.

Afterwards on the 28th day of January A. D. 1895 the following Affidavit for Order of Attachment and Garnishment was filed in the Clerk's Office.

General Electric Company
of Schenectady New York.

Court of Common Pleas
Union County Ohio.

vs
Thomas H. Botham,
State of Ohio
Union County

Henry J. Booth, being first duly sworn, says that he is the attorney for the plaintiff herein the General Electric Company, a Corporation duly authorized in the premises; that the plaintiff has begun an action against the defendant upon a contract for goods sold and delivered, the nature of which contract is more fully set out in the petition herein; that the said claim is just; that he believes the plaintiff ought to receive thereon the sum of nine hundred and nine dollars and ninety four cents (\$909.94) with interest from the 15th day of September 1894; that the defendant - Thomas H. Botham, is a non-resident of the state of Ohio; that he is a resident of Winona, state of Minnesota.

6866
Summons

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Sheriff's
Return.

Affidavit
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Applicant further says that plaintiff and affiant have good reason to believe and do believe that the village of Milford Center, in the County of Union, and the State of Ohio, a municipal corporation and Francis B Reynolds as Treasurer of said village of Milford Center, have property of the said defendant in their possession liable to be attached in this action, to-wit: Certain moneys due, and debts owing to, the said defendant, Thomas H. Botham, from the said village of Milford Center, the same being the balance due from said village of Milford Center to said Thomas H. Botham on a contract entered into between the said Thomas H. Botham and the said village of Milford Center about the 13th day of July, A. D. 1894, by which contract it was provided that the said Thomas H. Botham was to erect and equip a water-works plant and an electric light plant and to furnish the appliances as provided in said contract, the same being the sum of about two thousand (\$2000) Dollars.

Henry J. Booth

Sworn to before me by said Henry J. Booth and by him signed in my presence this 23rd day of January A. D., 1895:

(S221)

Jammoth Butler

Notary Public Franklin County, Ohio.

Afterwards on the 28th day of January A. D. 1895 the following Receipt was filed in the Clerks Office.

General Electric Company
& Schenck & New York.

Court of Common Pleas
Union County Ohio.

vs
Thomas H. Botham.

5866

Receipt.

Receipt

To Clerk:-

Issue order of Attachment herein to the Sheriff of Union County Ohio, returnable according to law, for the defendant Thomas H. Botham.

Issue order of Attachment and Garnishment to the Sheriff of Union County, Ohio, returnable according to law, for the village of Milford Center, and Francis B. Reynolds, as Treasurer of said village.

Endorse on said orders and each of them: For money claimed on contract; amount claimed nine hundred and nine dollars and ninety-four cents (\$909.94) with interest from the 15th day of September 1894.

Henry J. Booth
Attorney for Plaintiff.

Afterwards on the 28th day of January A.D. 1895 the following Attachment was issued to the Sheriff of Union County, Ohio.

Attachment

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

General Electric Company
 of Schenectady New York.

vs

Thomas H. Botham.

To the Sheriff of
 Union County, Ohio.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or stocks interest in stocks, rights, credits, money and effects of the defendant Thomas H. Botham in your County not exempt by law from being applied to the payment of the claims of the plaintiff General Electric Company of Schenectady New York or so much thereof as will satisfy their claim for nine hundred and nine dollars and ninety-four cents (\$909.94 with interest from the 15th day of September 1894, and also for fifty dollars the probable cost of this action.

You will make due return of this order on the 1st day of February A.D. 1895.

(Seal) Witness my hand and the seal of said Court this 28th day of January A.D. 1895.
 J. N. Gosnell Clerk.

And on the 28th day of January A.D. 1895 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows;

Sheriff's Return

Sheriff's Fees	Doll	Cts
Services	50	
Copies	50	
Milage	100	
Return	25	
Notice to Mar.	25	
Total	250	

Office, Sheriff, Union County, Ohio.

January 28th A.D. 1895.

Received this order on the 28th day of January A.D. 1895; and in obedience to the Command thereof I did on the 28th day of January A.D. 1895; serve the same by handing a copy of this writ with the indorsements thereon to Frank H. Reynolds who is treasurer of the village of Milford Canton O. and also a copy to A. W. Adams who is the Mayor of the village of Milford Canton Ohio, personally.

Wm. H. Snowgrass Sheriff.

On the 28th day of January A.D. 1895; an Attachment and Garnishee was issued by the Clerk of said County:

Attachment and Garnishee

The State of Ohio }
 Union County } Court of Common Pleas, Union County, Ohio.

General Electric Co etc

vs

Thomas H. Botham

To the Sheriff of said County.

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stocks and interest in stocks, rights, credits, moneys and effects of the defendant Thomas H. Botham not exempt by from being applied to the payment of the claims of the plaintiff General Electric Company of Schenectady New York or so much thereof as will satisfy its claims for nine hundred and nine dollars and ninety-four cents (\$909.94) with interest from September 16th 1894, and also Fifty dollars the probable cost of this action.

Oath having been made in said case that said plaintiff believes and has good cause therefor that the village of Milford Center and Frank H. Reynolds as treasurer of said village has the following described property of the said Thomas H. Botham defendant in their possession to-wit: certain moneys due and debts owing to the said defendant Thomas H. Botham from the said village of Milford Center.

You are therefore further commanded if you can not get possession of the above described property to leave with the above named village of Milford Center and the Treasurer of said village a copy of this order of Attachment and this written notice that they are required to appear before the Clerk of the Court of Common Pleas of Union County on the 9th day of March A.D. 1895; true and true to answer under oath all questions put to them touching the property of every description and credits of the said Thomas H. Botham defendant in their possession or under their control, and disclose truly the amount owing by defendant; whether due or not.

You will make due return of this order on the 18th day of February A.D. 1895:

Witness my hand and the seal of said Court, this 28th day of January A.D. 1895:

(Seal)

J. N. Gosnell Clerk

By Geo. A. Gosnell Deputy Clerk.

And on the 28th day of January A.D. 1895; the Sheriff of said County returned said writ:

Office Sheriff Union County, Ohio.

January 28th A.D. 1895:

Received this order on the 28th day of January A.D. 1895; and agreeably to the command thereof, I did, on the 28th day of January A.D. 1895; served this writ by delivering a true copy of this writ with the undersheriff's return to Frank H. Reynolds who is treasurer of the village of Milford Center, Ohio, by handing a copy to O. W. McAdow who is Mayor of said village personally.

Wm. Snodgrass Sheriff.

Sheriff's Return.

Sheriff's fees	Doll	Cts
Service		50
Copies		50
Milage	1	00
Return		25
Total	2	25

A.D. 1895

City, Ohio.

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order on e of said A.D. 1895 Clerk. 1895; the the Clerk's laws;

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attach handle,

Afterwards on the 28th day of January A.D. 1894
an Affidavit for order of Attachment and Garnishment
was filed by the Clerk of said Court.

General Electric Company,
of Schenectady New York.

Come of Common Pleas
Union County Ohio.

vs
Thomas H. Botham.

State of Ohio
Union County 1894

6566
Affidavit
for order
of Attach-
ment and
Garnishment.

Henry J. Booth, being first duly sworn, says
that he is the Attorney for the plaintiff herein, the General
Electric Company, a corporation duly authorized in the
premises; that the plaintiff has begun an action against
the defendant upon a contract for goods sold and
delivered, the nature of which contract is more fully
set out in the petition herein; that the said claim is
just; that he believes the plaintiff ought to recover
thereon the sum of nine hundred and nine dollars and
ninety-four cents (\$909.94) with interest from the 15th day
of September 1894; that the defendant Thomas H. Botham
is a non-resident of the state of Ohio; that he is a re-
sident of the State of Minnesota.

Affiant further says that plaintiff and affiant
have good reason to believe and do believe that the village
of Plain City, in the County of Madison and state of Ohio,
a municipal corporation and John Brown whose real name
is unknown to plaintiff, and affiant; as treasurer of said
village, have property of the said defendant in their
possession liable to attachment and garnishment in this
action, to-wit: The sum of about Sixteen hundred
(\$1600.00) dollars.

Henry J. Booth.

Sworn to before me by said Henry J. Booth and by
him signed in my presence this 28th day of January 1894.
(Seal)

James M. Butler

Notary Public, Franklin County, Ohio.

Afterwards on the 28th day of January 1894, the
following Recipie was filed by the Clerk of said Court.
To Clerk:-

Issue order for attachment and garnishment to
the Sheriff of Madison County, Ohio, returnable according
to law for the village of Plain City and John Brown,
real name unknown, as treasurer of said village.

Endorse on said order, Money claimed on con-
tract: amount claimed, Nine hundred and nine dollars
and ninety-four cents (\$909.94) with interest from the
15th day of September A.D. 1894.

Direct the Sheriff of Madison County to make
personal service.
Henry J. Booth Atty. for Plff.

Recipie

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Afterward on the 28th day of January A.D. 1895, the following Attachment and Garnishee was issued by the Clerk of said Court-

Attachment
and
Garnishee
6866

The State of Ohio } Court of Common Pleas
 } Madison County.
General Electric Company
& Schuylady New York.

vs
To the Sheriff of Madison County.

Thomas H. Botham.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant Thomas H. Botham not exempt by law from being applied to the payment of the claims of the Plaintiff General Electric Co. of Schuylady New York or so much thereof as will satisfy their claim for nine hundred and nine dollars and ninety four cents (\$909.94) with interest from the 15th day of September 1894, and also for Fifty Dollars the probable cost of this action.

Oath having been made in said case that said plaintiff believes and has good cause therefor that the village of Plain City and John Brown, real name unknown treasurer of said village have the following described property of the said Thomas H. Botham defendant, in their possession to-wit: The sum of about sixteen hundred Dollars (\$1600).

You are therefore further commanded if you can not get possession of the above described property to leave with the above named village of Plain City and treasurer of said village a copy of this order of Attachment and this written notice that they are required to appear before the Clerk of the Court of Common Pleas of Madison County on the 9th day of March A.D. 1895 then and there to answer under oath all questions put to them touching the property of every description and credits of the said Thomas H. Botham defendant in their possession or under their control, and disclose truly the amount owing by them to the said Thomas H. Botham defendant whether due or not.

You will make due return of this order on the 8th day of February A.D. 1895.

Witness my hand and the seal of said Court this 28th day of January A.D. 1895.

J. M. Krenzel Clerk.

Office Sheriff Madison County, Ohio.

January 30th A.D. 1895

Received this order on the 29th day of January 1895, and agreeably to the command thereof I did on the 29th day of January at 2 o'clock A.D. 1895, serve the same by delivering a true copy of this writ with all

the indorsements thereon to James Harry Stewart who is treasurer of the village of Plain City, Ohio, by handing to A. J. Dickerson Mayor of said village a true copy of this writ with all the indorsements thereon.

Scott Chenoweth Sheriff.

Sheriff's Fees	Due	cts.
Service		45
Copies		50
Milage	3	20
Return		50
Total	4	65

Sheriff's
Return.

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Affidavit
for
Publication
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Attendant on the 27th day of February A.D. 1890-
the following Affidavit for publication was filed by the
Clerk of said Court:

General Electric Company
of Schenectady New York.

Court of Common Pleas
Union County Ohio.

vs
Thomas H. Botham.
State of Ohio
Franklin County } ss.

Henry J. Booth being first duly sworn, says
that he is the attorney for the plaintiff, the General Elec-
tric Company, a corporation, duly authorized in the premises;
that service of summons can not be made upon the
defendant, Thomas H. Botham within the state of Ohio;
that said defendant is a non-resident of the state of Ohio;
that the residence of said defendant is in the state of
Minnesota; that the Postoffice address of said defendant
is Winona, Minnesota; that this cause is one of those men-
tioned in section 5048 of the Revised Statutes of the state
of Ohio; that in this action an order of attachment has
been duly issued against the property of the defendant,
an order of attachment and garnishment has been duly
issued against the village of Milford Center, Union County,
Ohio and against the treasurer of said village, and
an order of attachment and garnishment has been duly
issued against the village of Plain City, Madison County,
Ohio and against the treasurer of said village; that
by these proceedings in attachment and garnishment
the property of, and the debts and money owing to, said
defendant are sought to be appropriated toward the sat-
isfaction of such judgment as the plaintiff may obtain
against the said defendant in this action.

Henry J. Booth

Sworn to before me by the said Henry J. Booth
and by him signed in my presence this 26th day of
February A.D. 1890:

(Seal)

James M. Butler
Notary Public, Franklin County, Ohio.

Legal
Notice.

Legal notice was on the 8th day of April 1890,
filed with the Clerk of said Court, as follows:

vs
General Electric Company
of Schenectady New York.

Court of Common Pleas
Union County, Ohio.

Thomas H. Botham

Thomas H. Botham the above
named defendant, residing at Winona, Minnesota, will
take notice that on the 28th day of January 1890, the
plaintiff the General Electric Company of Schenectady,

6866

Answer of
J. H. Stewart
Garnishee.

6866

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Answer of
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New York in said Court duly commenced a civil action against him to recover the sum of Nine hundred and nine dollars and ninety-four cents (\$909.94) with interest thereon from the 15th day of September 1894, on a contract for furnishing certain machinery and apparatus for furnishing an Electric Light plant in the village of Milford Center, Union County, Ohio; that the plaintiff asks judgment against the said defendant for said sum with interest thereon; that an order of attachment in said action has been duly issued against the property of said defendant; that an order of attachment and garnishment in said action has been duly issued against the village of Milford Center, Union County, Ohio, and against Frank E. Reynolds as treasurer of said village; that an order of attachment and garnishment in said action has been duly issued against the village of Plain City, Madison County, Ohio, and against John Brown real name unknown, as treasurer of said village.

The said defendant is required to answer the petition in said action on or before the 20th day of April 1895 or judgment will be taken against him by default for said amount with interest and costs.

General Electric Company of Schenectady,
New York, Plaintiffs

February 27th 1895 n.o.

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 February 27th 1895.

W. O. Shearer

Sworn to and subscribed before me, this 8th day of April 1895:

J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy Clerk.

(Printed Law \$17⁰⁰ -)

On the 9th day of March A. D. 1895 the following Answer of J. H. Stewart-Garnishee, was filed in the Clerk's Office at Mansfield Union, County, Ohio.

In the Court of Common Pleas Union County, Ohio.
General Electric Co.

Against
Thomas H. Botham

Answer of J. H. Stewart-Garnishee.

Examination of J. H. Stewart as garnishee in this case.
Question 1st - State if the village of Plain City have any property or effects of the said defendant Thomas H. Botham in its possession or under its control. If so, describe it; and state where it is?

Answer of
J. H. Stewart-
Garnishee.

6566

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Answer:- I do not know in what amount the village is indebted to the defendant.
 Question 2^d:- State if you are indebted to the said defendant Thomas H. Botham in any sum or sums of money, for any cause or causes of action whatever. If so state the amount of it, how evidenced, and when payable. Have there been any orders presented to you charged to account of Thomas H. Botham since service of process in this case, and if so were they paid?
 Answer:- No Sir.

J. H. Stewart
 Treasurer.

The State of Ohio }
 Union County } ss.

I, C. E. Arducke Clerk of the Court of Common Pleas of Madison County, and State of Ohio, do hereby certify that the above named J. H. Stewart was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; and that the matters and things as above set forth, were reduced to writing by me, and in the presence of the said witness; and were subscribed by him in my presence on the day below written.

In witness whereof, I have hereunto set my hand and affixed the seal of said Court at London, Ohio, this 8th day of March A.D. 1895.
 C. E. Arducke, Clerk.

Afterward on the 11th day of March A.D. 1895, the following return of Garnishee was filed.

General Electric Company & | Court of Common Pleas, Union Co. O.
 against
 Thomas H. Botham.

Examination of O. W. C. Adom as Garnishee in this case.

Question 1- State if you have any property or effects of the said defendant Thomas H. Botham in your possession or under your control. If so, describe it; and state when it is?

Answer:- As Mayor of the village of Milford Center Union County, Ohio, I make the statement that exhibit "A" attached to this answer shows the debts of said village to Thomas H. Botham to be \$12933.02 and the exhibit "B" shows the amount due said village to be \$10997.82 leaving a balance due said Botham of \$1938.20.

Question 2^d State if you are indebted to the said defendant Thomas H. Botham, in any sum or sums of money for any cause or causes of action whatever. If so, state the amount of it, how evidenced, and when payable.

Answer:- The answer to the above question is a correct showing of the account between said village and Thomas H. Botham, the same being subject to further settlement

6866
 Answer of
 O. W. C. Adom
 Mayor of
 Milford Center
 Union County,
 Ohio.

Journal
 Entry.
 6866

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between the parties, I have no property of the defendant
only as above shown

O.W.McAdow.

For Exhibit "A" see Page 383.

" " "B" " " 384.

The State of Ohio }
Union County } ss:

I, J. H. Gosnell Clerk of the Court of Common
Pleas of Union County, and State of Ohio, do hereby certify
that the above named O.W.McAdow was by me first
duly sworn to testify the truth, the whole truth and nothing
but the truth; and that the matters and things
as above set forth were reduced to writing by me, and
in the presence of the said witness; and were subscribed
by him in my presence on the day below written.

In witness whereof, I have hereunto set my
hand and affixed the seal of said Court
at Mansfield, Ohio, this 11th day of March A.D. 1895.
J. H. Gosnell Clerk.

Afterward on the 20th day of April A.D. 1895, the follow-
ing Entry filed in the clerk's office, and entered on Journal
17 Page 223, as follows:

Journal
Entry.
6866

General Electric Company
of Schenectady New York.

Journal Entry
Journal 17. Page 223.

vs
Thomas H. Botham.

It appearing from the answer of
the village of Milford Center in Union County Ohio, gar-
nished herein, that it is indebted to the said Thomas
H. Botham in the sum of Nineteen Hundred and thirty
Eight and 2/100 (\$1938.20) Dollars, on motion of the plaintiff
it is ordered that said village pay said sum to the Clerk
of this Court within thirty days from the date of this
order and that said garnishee be thereupon discharged.

And it also appearing from the answer of the village
of Plain City Ohio, garnished herein, that it is indebted to
said Thomas H. Botham, the amount at the time of said
answer not being definitely known, on motion of the
plaintiff it is ordered that said village of Plain City pay
to the Clerk of this Court within thirty days from the date
of this order all money owing by it to the said Thomas
H. Botham on the 29th day of January, 1895; being the
date of the service upon said garnishee, and upon
payment that said garnishee be discharged.

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Cross
Petition
of The
Russell Co.
5866

Afterwards on the 30th day of August A.D. 1895,
the following Cross Petition of the Russell Company was
filed in the Clerk's office.

The General Electric Co. | Court of Common Pleas
vs | Union County, Ohio.
Thomas H. Botham

The Russell Company says it is
a corporation duly incorporated under the laws of
the state of Ohio, doing business at Massillon Ohio.

That on the 29th day of March 1895 it filed a
Petition against Thomas H. Botham aforesaid and
thrus to recover judgment against said Botham
and to enforce said Contractors Lien on money in
the hands of the village of Milford Center, Ohio and
upon real estate of the said village therein described.

That at the April term of this Court of Common
Pleas of Union County, Ohio, 1895 by the order of said
Court the following cases were consolidated to wit the
case No. 5899, in said Court wherein the Russell Company
are plaintiff and Thomas H. Botham and others are
defendants was consolidated with No. 5866 & 5861 wherein the
General Electric Co. is plaintiff and Thomas H. Botham
and others are defendants and the said cases are now
consolidated.

The Russell Company by way of answer and
Cross petition says further the lien of said Electric
Company by virtue of its proceedings in attachment
is inferior and subject to the lien of the Russell Co.
and therefore the Russell Company denies plaintiff claim.

That on the 3rd day of August 1894, The Russell Co.
entered into a contract with the said defendant Thomas
H. Botham for supplying certain machinery, material and
labor for the purpose of erecting an Electric Light and
Water Works Plant at Milford Center Union County, Ohio,
for said village upon a contract between said village
and said Botham in which contract The Russell Company
agreed to furnish said village for said village Botham
machinery, material and labor as therein specified for which
said Botham agreed to pay The Russell Company Twenty
seven hundred and forty dollars - One third when said
Plant was one third finished - One third when said plant
was two thirds finished. Ninety per cent of balance due
Plant was completed and on approval and acceptance
of same by the Council of said village and the
balance when the Plant has been in operation 60
days: and said Plant is the property of said village.

That the Russell Company has fully performed
all the obligations of said contract to be performed by
it. that said Plant has been fully completed and

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approved and accepted by the said Council and been in operation more than 60 days prior to the 23^d day of January 1895.

That said Botham has paid or caused to be paid on said contract as follows: To said Russell Co. August-15/94 Fifty Hundred dollars. Sept. 18/94 Three hundred and twenty six & two dollars. Oct. 26/94 Five hundred dollars and Nov. 17/94 by allowance Ten & 67/100 dollars leaving a balance unpaid and now due The Russell Co. from said Botham on said contract the sum of Four hundred & two & 67/100 dollars with interest from Nov. 17/94.

Second Cause of Action =

The Russell Company for second cause of action repeats and repeats what has been said in their first cause of complaint and says that on the 23^d day of January 1895; it filed with the Clerk of said village a sworn and attested statement of the amount of labor performed and material and machinery furnished by the Russell Co. under said contract with said Botham to and for said Light and Water works Company together with the credits thereon within ninety days from the time said work was completed and material and machinery was furnished for the purpose of obtaining a sub-contractors Lien thereon and a copy of said attested statement was filed with the Recorder of said County for Record on the 23^d day of January 1895; as aforesaid, that said Plant was constructed by said Botham as principal contractor and all the labor and material and machinery furnished by the Russell Co. went into said Plant and that said village has in its possession \$2000.00 of the money of said Botham due him for constructing said Plant.

That the General Electric Light Company and The Ohio Pipe Company and The Boston Brass & Copper works Co. and George K. Smith claims to have some interest in said money of said Botham in the hands of said village.

The said The Russell Company therefore asks for judgment against Thomas & Botham for \$402.68 with interest from Nov. 17/94 = and for an order against said village of Milford Center Commanding it to pay The Russell Co. said judgment of \$402.68 and interest from Nov. 17/94 and costs from money in its hands of said Botham = that The Russell Co. line be declared superior to and prior to that of The General Electric Light Company & The Ohio Pipe & The Boston Company and that said Elec. Light Company The Ohio Pipe Company and The Boston Brass and Copper Company and George K. Smith be required to set up their claim to said money or be forever barred therefrom and for such other relief as is right and proper

Robinson & Woodburn
Atty for The Russell Co.

The State of Ohio
Union County

A. B. Robinson being first duly sworn says he is an Attorney for The Russell Company in this case and that the Dependent statement in the following Cross Petition are true as he believes and that said Company is a Corporation doing business at Massillon Ohio.

A. B. Robinson

Sworn to and subscribed in my presence this 28th day of August 1895.

(Seal)

J. M. Gosnell Clerk

Thomas H. Botham

To The Russell Co. Paid amount

Wilford Curtis O. Plant.

- 3113-8 1 R H 11x18 I 9 Auto Engine fly wheel and usual fixtures
 - 1 4x2 1/2 x 5 Super pump
 - 1 20x7 Heater
 - 1 Set Copying stones
 - 7920 2 54x12 Boilers complete with fixtures
 - 7921 1 Flash 36x50 with crushing
- Other fittings and fixtures per proposal
 Riping and Masonry complete Plant-entire
 Contract Price \$2750.

Credits

Aug 15/95	By Cash	\$1570	
Sept 13	"	326.67	
Oct 26	"	510.00	
Nov 17	allowance Expenses		
	Swifthing and repairs	10.65	
			\$2337.52
			402.68

Answer and Cross Petition of George H. Smith was filed in the Clerks Office. Aftersword on the 30th day of August - A. D. 1895;

The General Election Company }
vs } Court of Common Pleas
Thomas H. Botham and others } Union County Ohio.

The said George H. Smith says that on the 18th day of April 1895 he filed his Cross Petition in case No. 5899 in said Court and that said case 5899 and cases 5861 and 5866 at the April Term of said Court and by the order of said Court were consolidated into one case and he now asks that his Cross petition therein be made a part of the pleading in this case.

The said Smith says there is due him from

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Thomas H. Botham aforesaid for services rendered and material furnished by said Smith at the request of said Botham in the construction of the Light and water plant at Milford Center, Ohio, the sum of \$222.03 as per contract and as per statement hereto attached and which said plant is the property of said village of Milford Center, that said labor was rendered and material furnished under a contract between said Botham and Smith by which said Smith agreed to assist said Botham as superintendent in the construction of said Water Works Plant and to keep books and do the computing pertaining to said construction of which said Botham was principal contractor and to perform other services generally in connection therewith, and Botham agreed to pay said Smith what it was worth for material furnished by him for said plant and expenses incurred thereon to wit: said Botham was to pay said Smith for concealed work \$3⁰⁰ each for wiring lights and \$1⁰⁰ for electric work less cost of material - said Smith was in possession of said contract to put in conduits and replace temporary wires for all of which work said Botham contracted to pay said Smith as the work was done as is now fully set out in the account hereto attached with credits thereon.

The said Smith faithfully performed said contract so far as the same was to be performed by him and the said Botham has failed to pay him as he agreed to do and the said Botham is now indebted to said Smith by reason of the premises in the sum of \$222.03 and interest from July 31st 1895 and the same is long since past due -

That said Milford Center is indebted to said Botham in about two thousand dollars on said contract between said Botham and said village for the construction of said plant sum of money said village owe said Botham on said plant.

That all the labor and material aforesaid of the said Smith went into said plant - said contract and was worth the price charged therefor -

That said Botham erected said plant in pursuance of a contract with said village the owner thereof.

That on the 31st day of January 1895 said Smith filed with the Clerk of said village a sworn and itemized statement of his said account against said Botham with the credits thereon for the purpose of obtaining a Mechanic's Lien on the said money in the hands of said village and on the plant described in said Petition, and a true copy thereof was filed in the Recorder's office of said County on said 31st day of January 1895.

The said Smith says his said lien is prior to and superior to the lien of the plaintiff the General Electric Light Company and the Ohio Pipe Company

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George K.
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The Barber Copper and Brass works.

The General Electric Light Company and the Ohio Pipe Company and The Barber Brass and Copper Company claim an interest in said plant and in the money in the hands of said village by reason of a pretended proceeding in attachment which said Smith denies.

Therefore said Smith asks judgment against said Botham for \$222.53 and interest from January 31st 1895, and an order on said village to pay said claim and that said the General Electric Light Company and the Ohio Pipe Company and the Barber Brass and Copper Co. be required to set their claim on file forever barred and that their lien be declared subsequent to that of said Smith and said Russell Co. and for other proper relief.

Robinson & Woodburn
Atty for Plff.

The State of Ohio
Union County, ss.

A. B. Robinson being first duly sworn says that he is an attorney for said Smith and said Smith is a non-resident and absent from said County, and that the statements in the foregoing Cross Petition are true as he believes.

A. B. Robinson.

Sworn to before me, and subscribed in my presence this 30th day of April 1895.

(Seal)

Thomas H. Botham

To Geo. R. Smith

J. M. Gosnell Clerk.

1894 July	To services rendered from July 1 st 94 to Oct 1 st 94	300.00
"	" R Road fare (Cincinnati to Milford and return 2 trips	3.10
"	" " " Cincinnati	5.30
"	" " " " "	5.65
"	" Telegrams	.72
" 11	" R. Road fare Columbus to Milford and return	1.55
" 18	" Material as per Invoice	46.70
" 19	" Postage Stamps	.50
Aug 1	" Material as per Invoice	25.83
" 15	" 2 Sticks for steam gauge at Power house	1.00
" 25	" 1 Push Button for Ests under "	.55
"	" 1 Bell O'Connell	.60
	1 " F. H. Reynolds	.60
	1 " W. Laidbottom	.60
	1 " Chas Erb	.60
	5 Elm Shads O'Connell	2.50
	3 Push Buttons McAdon, Reynolds & Laidbottom	1.65
	Wiring in S-9 Lights Chat work at - 1.60	94.70
	" " " " " " " " " " " " 2.12	86.10
	To 3 hours at Bank counting	90

Sept 19 To 8
20 " 10
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Sept 19	To 8 Hours at Lind bottom	2.40
20	" 10 " Lyon Dean & Erbs	3.00
21	" 9 " Adams	.60
22	" Soling Penn per Amie to old st	.60
24	" Construction by work of P Hall	1.65
Oct 3	" Pathy of construction Amie & Pleasant St;	1.87
2	" " " Dr A Boylan	1.15
4	" " " Davis & Deu	1.15
5	" " " Calhoun & Moore	.75
12	" " " Cummings	3.75
13	" " " "	3.75
		<u>599.22</u>

Credits.

Aug 2	By Cash	25.00
4	"	25.00
11	"	20.00
19	"	89.00
25	"	25.00
Sept 1	"	20.00
	130 Lamps	42.75
	87 Key sockets	13.05
	7 "	.91
	300 yds Lamp Cord	9.72
	One days time	2.15
Oct. 10	By Cash	25.00
	Bill of Emil Kohn for Collection	10.00
	Thos Erb	5.00
	Oscar Ream	9.73
	Material used in wiring in the 160	
	lights above referred to charged	
	into statement	74.54
		<u>\$377.19</u>
	To Balance due	\$222.03

Afterward on the 1st day of October A.D. 1895 the following Reply to answer and cross petition of Russell Co. was filed in the Clerk's office

The General Electric Company vs
 Thomas H. Botham.

Court of Common Pleas
 Union County, Ohio.

The plaintiff admits the filing of defendants petition as recited in said Cross-petition and the consolidation of the several causes as therein recited.

The plaintiff further admits that said Plant had been fully completed approved and accepted, and had been in operation more than sixty days prior to the 23rd day of January 1895.

The plaintiff has no knowledge concerning the

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other alleged facts in said Answer and Cross-petition and therefore for want of such knowledge denies each and every other allegation therein contained -

The plaintiff says that its lien obtained by attachment and garnishment is superior to any alleged lien of this Cross petitioner.

H. J. Booth
Cameron & Cameron
Attorneys for plaintiff.

State of Ohio }
Union County } ss:

R. L. Cameron being first-duly sworn says that he is one of the Attorneys of Record for the General Electric Company a corporation duly authorized in the premises, that said the General Electric Company is not a resident of the State of Ohio, and is now absent from this County; that the denials and allegations contained and facts stated in the foregoing Reply are true as he verily believes.

R. L. Cameron.

Sworn to before me by the said R. L. Cameron and by him subscribed in my presence this 1st day of October 1895-

(Seal)

J. N. Gosnell Clerk

Attest.

J. N. Gosnell, Clerk.

Afterwards on the 29th day of March A. D. 1898, the following Petition was filed with the several other cases No. 6861 & 6866. in the Clerk's office.

The Russell & Co

vs
Thomas H. Botham and the General Electric Company of Schenectady New York, and the Ohio Pipe Company, and the Barton Cast-iron Brass Works and the Village of Milford Center Union Co. O.

In the Court of Common Pleas,
Union County Ohio.

The said plaintiff says it is a corporation duly organized under the laws of the State of Ohio, having its principal office at - Madison Ohio.

That on the 3rd day of August 1894, it entered into a written contract with the defendant - Thomas H. Botham for supplying certain machinery material and labor for the purpose of erecting an Electric Light & Water works Plant at Milford Center of Union County, Ohio and for said Village (a copy of which contract is

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Petition

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hunts attached and made a part of this petition.

That by the terms of said contract plaintiff agreed to furnish the said Machinery material and labor as therein specified for the sum of Twenty seven hundred and forty dollars, which sum of money said defendant Botham agreed to pay plaintiff therefor. One third when plant is one third finished. one third when plant is two thirds finished - Ninety per cent of balance when plant is completed, and on approval and acceptance of same by the Council and the balance when the plant has been in operation 60 days.

The plaintiff has fully performed all of the obligations in said Contract to be performed by it - that said plant has been completed and approved and accepted by the Council of said Village and has been in operation 60 days and more, and that all the material, Machinery and labor aforesaid went into said Plant in the construction thereof.

That there has been paid by said defendant Botham to plaintiff on said Contract as follows: August 15/94 Fifteen hundred dollars - Sept. 13/94 Three hundred & twenty six & 07/100 dollars (\$326.07); Oct. 24/94 Five hundred dollars and Nov. 17/94 by allowance ten & 07/100 dollars; in all Twenty three hundred & thirty seven & 32/100 dollars - leaving a balance now due plaintiff from said defendant Botham on said contract the sum of Four hundred & two & 68/100 dollars with interest thereon from Nov. 17th 1894, and that plaintiff ought to recover from said defendant Botham said sum of Four hundred & two & 68/100 dollars with interest from Nov. 17th 1894.

That said plaintiffs contract aforesaid was completed on the 4th day of November 1894, so far as plaintiff was required to do, and that on the 23rd day of January 1895, plaintiff filed with the clerk of said Village of Milford Center a sworn and itemized statement of the amount of the labor performed and machinery and material furnished by plaintiff to said defendant Botham with all the credits and set offs thereon within 90 days from the time said work was done and machinery and material furnished as required by law to secure a Sub-Contractors mechanics lien.

That said plant was constructed by said Botham as principal Contractor under a contract with said village and for said village and said village then and now still is the owner thereof.

That on said 25th day of January 1895, plaintiff filed a copy of said sworn statement with the recorder of said County and that plaintiff supplied the labor and material aforesaid to the said Plant in pursuance of the contract aforesaid with the said defendant Botham and the same was put in said plant.

That the defendant the General Electric Company aforesaid on the 18th day of January 1895, brought an action in this Court in attachment against said Botham and garnished the said village of Milford Center for the sum of \$1221.92 and interest from Nov. 30th 1894. and on the 28th day of January 1895, this same party brought another action in attachment in said Court against said Botham and garnished said village for the sum of \$709.94 and interest from Sept. 15/94 and the said defendant the General Electric Company

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on seeking an order of this Court to obtain possession of the money of said Botham in the hands of said village & satisfy their pretended claims aforesaid.

That there is in the hands of said village of the money due said Botham for constructing said plant about \$2500- subject to the order of this Court and plaintiff says its lien is prior to and superior to the lien of said defendant The General Electric Company.

That the Ohio Pipe Company and the Barber Copper and Brass works claim to have a lien on said money in the hands of said village the property of said Botham by reason of proceedings in Attachment and that plaintiff has no knowledge of said lien and deny its validity and says its claim and lien is superior to and prior to the liens of said defendants.

Plaintiff further says that said Botham on or about the 14th day of December 1894 made a written order upon said village to pay plaintiff its said claim aforesaid of \$402.25 with interest aforesaid and the same was demanded and presented and demand was made upon said village by virtue of said order before said Attachment or any of them were served which said village refused to do and still refuse to do and said plaintiff says that by virtue of said order it has a superior claim and lien to the money of said Botham in the possession of said village to the claims of the parties hereto made defendants.

Therefore plaintiff asks for a judgment against said Thomas H. Botham for the sum of Four hundred and no 00/100 dollars with interest from Nov. 17/94 and that the Ohio Pipe Co. and the General Electric Company and the Barber Copper & Brass works and the Village of Milford Center Union County Ohio be made parties defendants hereto and be required to set up their claim against said Botham and said village and if they fail to do so that they be forever barred from doing so and for an order on said village of Milford Center to pay plaintiff's claim out of money in its hands belonging to the said Thomas H. Botham on said contract and for a marshaling of liens in this case and for such other and further relief as is right and proper.

Robinson & Woodburn
Attys for Plaintiff

The State of Ohio,
Union County ss.

A. B. Robinson being first duly sworn says
Plaintiff is a non-resident of said County and absent therefrom and that affiant is the Attorney of said plaintiff and that the statements of the foregoing petition are true as he believes.

A. B. Robinson

Sworn to before me and subscribed in my presence
this 29th day of March 1895.

J. M. Roswell Clerk.

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Pittsburg Pa, 7/6 1894.

Copy of Contract.

Thomas H. Botham Winona Minn.

at Milford Center, Ohio.

Specifications.

Specifications

We propose to furnish one Lang Bed Russel Automatic cut off Engine with Balance valve (to be right or left hand).

The rated H.P. of Engine based upon 8 lbs to 90 lbs. Boiler pressure cutting off about one fourth stroke is 75 at 250 revolutions per minute.

Diameter of Cylinder 11 in stroke 16 in diameter of wheels to set in face 16 in number of wheels on diameter of Steam pipe 4 in Exhaust pipe 4 in.

Main Shaft connecting and piston rods to be made of steel, all bearings and Crank pin Axis to be lined with the best quality of malleable Rabbit

Throttl valve fitted to steam Chest full set with right fuel oil cups and centrifugal silos on cover which admit right fuel lubrication full set of wrenches triple foundation bolts & cushion plates across pipes with helms fitted to Cylinder and steam chest.

Two tubular Boiler 84 inches diameter containing 84 lap welded tubes 4 inches diameter 12 feet long shell 5/16 inch thick dome to be 27 inches diameter by 27 inch high or in place of dome a dry pipe all girth seams to be single riveted lap joint heads double staggered rivets heads thoroughly braced bottom to leave man hole in top of shell in rear of dome and man hole in front toward below tubes back to be supplied with suitable girth plates and bolts.

Boiler to leave two cut in ways on each side to be provided with full front fire and ash doors grate bars & beams well binding low and rods well plates and rollers for Buckets cleaning door and frame shaft valves Combination valves column with steam gauge gauge glass and gauge cocks, whistle blow off check and stop valve and stack base plate.

Boiler tested to 150 lbs hydrostatic pressure. Shell and heads Best open hearth steel 60,000 75 Braces required in heads reinforced with angle iron Ribs and ribs National tubes castings of best quality.

Stack 36 inches diameter 50 feet long made of No 10 & 12 iron with two sets guy rods.

One 4 1/2 x 2 3/4 x 4 pump - Contruction Botham to furnish and in suction line to pump.

One Russel heater 2 x 7' Horizontal type.

All pipes furnished by Russel & Co for steam Connections

All fittings same.

Exhaust for engine and water pipes inside of Building for feeding Boiler Russel & Co to connect steam pipes to pump for water works.

One set of Casing Stems railed and furnished in one Block.

One extra C mickle steam gauge.

Russel & Co to furnish Expert to run stack 30 days

Russel & Co to erect and start steam plant to the satisfaction of Contraction.

Russel & Co to furnish masonry in Boiler & engine foundation and mass of Boiler Dept of engine foundation not exceed 5 and Boiler foundation

not to exceed 2 in depth.

Price Twenty seven hundred and forty dollars \$2740.

Terms - 1/3 Cash when plant is one third finished.

1/3 Cash when plant is two thirds finished.

90 per cent of last one third when plant is completed, and on the approval and acceptance of same by the Council and 10 per cent when the plant has been in operation 60 days.

The foregoing proposal is subject to the approval of an officer of Russell & Co.

We will furnish setting plans free of charge.

Work and set & set of above and set first class engine in operation guaranteed to regulate as closely work as economically as any similar engine in the market.

There are no understandings or agreements outside of this written Contract.

Russell & Co
By F. G. Borden

Accepted.

Thos H. Botham.

Afterwards on the 18th day of April A.D. 1895, the following Cross Petition of George Smith was filed in the Clerks Office of Union County, Ohio to wit:

The Russell Company

Court of Common Pleas,
Union County, Ohio.

6899

vs
Thomas H. Botham et al

Cross
Petition of
George Smith.

The said George H. Smith by leave of Court for answer and Cross petition says that on the day of 1894, said Smith was employed by said Botham to assist said Botham as Superintendent of Construction of the said water works and Electric Light Plant at Milford Center, Ohio, and to keep books, doing the correspondence pertaining to said construction of said Plant of which said Botham was principal contractor and for services generally in connection therewith and said Botham agreed to pay said Smith for material furnished by said Smith for said Plant and expenses incurred therein - and the said Smith was to report to said town Council. The said Botham was to pay said Smith \$242 each for concealed work for wiring light and \$142 Clear work less cost of material. Said Smith was by the terms of said Contract with said Botham to put in connections and replace temporary wires for all of which work said Botham consented to pay said Smith as is now fully shown in the statement of account hereto attached and made a part of this Cross Petition together with the credits thereon.

That there is due said Smith from said Botham the sum of Four hundred and twenty two & 23/100 dollars on said contract which was not in writing, as will fully appear by said statement of accounts hereto attached.

That said Smith faithfully performed said contract

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in fact as the same was to be performed by him and the defendant has failed to pay him as he agreed to do and the same is long since past-due.

That all of said labor was done and material furnished for said Water works Plant for said Village of Guilford Center and the said labor and the said material was with the price charged therefor as will appear in said statement and that said Botham was principal or head contractor and said Smith sub-contractor under said Botham:

That said Village was indebted on the 31st of January 1895 to the said Botham and is yet indebted to him in about Two Thousand dollars that being the balance in their hands of the contract price for constructing said Plant; and said Smith on the 31st of January 1895 filed with the Clerk of said Village a sworn and itemized statement of his said account against said Botham for the purpose of obtaining a Mechanic's Lien on the said money in the hands of said Village and on the Plant described in plaintiff's petition:

The said further says his said lien is superior to the lien of the parties hereto having attachments against said property.

Therefore said George K. Smith asks judgment against said Thomas H. Botham for Two thousand and twenty six & 03/100 dollars with interest from Jan'y 31/95 and for an order for said Village to pay said sum of money out of the money in their hands to your petitioner and for such equitable relief as is right and proper.

Robinson & Woodburn
Atty's for Geo K. Smith

The State of Ohio
Union County

A. B. Robinson being first-duly sworn says he is an Attorney for said George K. Smith and that said Smith is a non-resident of and absent from said County and the statements of this Cross Petition are true as he believes.

A. B. Robinson

Sworn to before me and subscribed in my presence this 15th day of April 1895:

J. M. Gosnell Clerk
By J. M. Gosnell Deputy

Thomas H. Botham
To George K. Smith Dr.

"See Page 390 of this Record."

Afterward on the 6th day of April A.D. 1898: The following summons was issued to the Sheriff of Union County Ohio by the Clerk of this Court:

Summons

The State of Ohio }
Union County ss: } To the Sheriff of Union County:

You are hereby commanded to notify the Village of Wilford Center that they have been sued by The Russell Co. in the Court of Common Pleas of Union County, and must answer by the 4th day of May A.D. 1898; or the 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 April A.D. 1898.

Witness my hand and the seal of said Court this 6th day of April A.D. 1898.

Seal

J. H. Russell Clerk.
By J. W. A. Russell Deputy.

Sheriff's Return

The State of Ohio }
Union County }

Sheriff's Fees	
Served	50
Village	1 00
Copy	16
Total	1 66

Received this writ April 8th A.D. 1898; at 2 O'clock P.M. and served same on the Village of Wilford Center by handing a true copy of this writ with the instruments thereon to O. W. McClellan who is Mayor of said Village personal service on the 11th day of April 1898.
J. C. Crodygrass Sheriff.

Sheriff's Return

6899

Answer

The Russell Company }
vs } Court of Common Pleas
Thomas H. Botham et al } Union County Ohio.

The undersigned hereby waives the issuing and service of summons and notice by publication and enters the appearance hereof of Thomas H. Botham.

D. W. Myers
Atty for Defendant
Thomas H. Botham

6899
Answer & Cross-petition of Bourbons Copper and Brassworks.

6899

Entry

The Russell Company }
vs } Court of Common Pleas
Thomas H. Botham et al } Union County Ohio.

This day the plaintiff came and submitted their motion in this case to consolidate the same with Nos 6861 and 6866. The General Electric Company against said Thomas H. Botham et al. Thereupon the Court being fully advised in the premises hereby orders said case 6899 to wit, The Russell Company against Thomas H. Botham and others to be consolidated with the said cases 6861 and 6866, wherein The General Electric Company are plaintiff and Thomas H. Botham and others are defendants in this Court.

Summons
The State of Ohio }
Union County }
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The State of Ohio }
Union County }
Sheriff's Return
Summons
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Thomas H. Botham et al }
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Afterwards on the 14th day of May A. D. 1895, the following
Summons was issued to the Sheriff of Hamilton County, Ohio, by
the Clerk of this Court to wit:

Summons

The State of Ohio,
Union County, } To the Sheriff of Hamilton County, Ohio.

You are hereby commanded to notify The Bounton Copper &
Brass Works that they have been sued by The Russell Co. in the Court
of Common Pleas of Union County, and must answer by the 15th day
of June A. D. 1895; or the petition of the said plaintiff will be taken
as true, and judgment rendered accordingly.

You will make due return of this summons on the 27th day
of May A. D. 1895;

Witness my hand and the seal of said Court, this 14th
day of May A. D. 1895.



J. H. Cornell Clerk.
By Geo. A. Cornell Deputy.

The State of Ohio,
Union County,

Sheriff's
Return

Sheriff's Fees.	5
Summons Return	40
Mileage	40
Copy	40
P. & D.	12
Total	132

Received this writ January 15th A. D. 1895, at
10 O'clock A. M. and 1895 May 17th served the
within named defendant The Bounton
Copper and Brass Works by leaving a true
copy of this writ with all the indorsements
thereon at their usual place of business and
in the hands of Thomas Ford a member
of said firm.

R. M. Archibald
Sheriff of Hamilton Co. O.
By Robt. Swearing
Deputy.

The Russell & Co.

0899
Answer &
Cross-petition
of Bounton
Copper and
Brassworks.

vs
Thomas H. Botham
Court of Common Pleas Union County, Ohio

Defendant Bounton Copper and Brass works, by way
of answer and cross-petition, says that it is a partnership formed
for the purpose of carrying on a business in the state of Ohio;
that on the 22nd day of February, 1895, in the Court of Common Pleas
of Madison County, Ohio, it duly commenced an action against the
defendant Thomas H. Botham, on an account for \$107⁰⁰, with interest
from the 11th day of July, 1894;

That such proceedings were had that on the 22nd day of
February 1895, an order of attachment and garnishment duly
issued out of said Court, in said case, and that on the 26th
day of February 1895, garnishment process was duly served upon
the village of Guilford Center, Ohio, and on the 25th day of February
1895, garnishment process was duly served upon the village of Plain
City, Ohio, whereby this defendant obtained a lien upon the
moneys owing, due or to become due, from said villages, respect-
ively to said Thomas H. Botham for the satisfaction of any judgment
hereafter to be rendered against said Botham, in favor of this defendant
in said action.

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That such further proceedings were had in said action that at the May term 1895 of said Court, this defendant duly recovered a judgment in said case against the defendant Thomas H. Botham in the sum of \$113.22 with interest from the first day of said term to wit, from the 20th day of May 1895; and for costs of suit.

That this said judgment remains in full force and virtue and wholly unsatisfied, that this defendant has no other or further security for the same than the attachment liens above set forth and that defendant has no property of any kind that this defendant can reach by execution out of which to satisfy said judgment.

Wherefore, this defendant asks that it may be declared to have a lien upon said funds prior to the liens of all parties whose liens attached subsequent to the 26th day of February 1896; and that the said judgment of this defendant may be ordered paid out of said fund, and for such other relief as may be proper.

Corwin Locke Atty for
Bowdon Copper and Brass Works.

State of Ohio
Madison County ss

Corwin Locke being duly sworn, says that he is Attorney for Bowdon Copper and Brass Works, duly authorized in the premises, that said defendant is not a resident of Union County, Ohio, and is now absent therefrom and that the facts stated in the above pleadings are true as he believes.

Corwin Locke.

Sworn to before me and signed in my presence this 13th day of June 1895:

Seal

E. C. Or buckle

Clerk of Court, Madison Co. O.

Afterward on the 9th day of August A. D. 1895; the following summons was issued to the Sheriff of Franklin County by the Clerk of said Court: to wit;

Summons

The State of Ohio
Union County ss;

To the Sheriff of Franklin County.

You are hereby commanded to notify The Ohio Pipe Company that they have been sued by The Russell Co. in the Court of Common Pleas of Union County, and must answer by the 7th day of September A. D. 1895, or the 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 August A. D. 1895:

Seal

Witness my hand and the seal of said Court this 9th day of August A. D. 1895:

J. N. Gosnell Clerk.

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Return.

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6899
Answered
Cross-Petition
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Sheriffs Return.

The State of Ohio
Franklin County, ss.

Sheriffs Return.

Sheriffs Fees	
Service	25
Milage	50
Copy	20
Docket-ops	20
Return	25
Total	170

Received this writ August 10th A. D. 1895
at 4 O'clock P. M. and pursuant to its command
on August 16th A. D. 1895, I served the within named
The Ohio Pipe Company by personally handing a
true copy thereof with all the inclosures thereon
to Edward S. Fuller, President of the said company.

James Ross Sheriff.
W. H. Stemmmons Deputy.

Afterward on the 7th day of September 1895 the follow-
ing Answer and Cross Petition of The Ohio Pipe Company was
filed by the Clerk of this Court to wit:

The Russell Company

Court of Common Pleas, Madison County, Ohio.

6899
Answered
Cross-Petition
of the Ohio
Pipe Co.

Thomas H. Botham et al

This answering defendant is a corpora-
tion duly incorporated under the laws of the State of Ohio, and
has its principal office in the City of Columbus, in said State.

On the 11th day of January 1895, this answering defendant
duly filed its petition in the Court of Common Pleas of Madison
County, Ohio, against the defendant Thomas H. Botham reciting that
it is a corporation as aforesaid; that on the 19th day of December,
1894, the said Botham, by reason of iron piping sold and delivered
to him at his request by this defendant, executed and delivered to
it two bills of exchange commonly called drafts, one being for
\$307.70, and drawn on the City Treasurer and Council of Milford
Center, Ohio, and the other being for the sum of \$415.75; drawn on
the City Treasurer and Council of Plain City, Ohio, both payable at
sight to the order of this answering defendant, which said drafts
and each of them, were duly presented for payment to the said respective
City Treasurers and Councils of Milford Center and Plain City, Ohio,
and payment thereof demanded, which payment was refused; and
the said drafts were thereupon returned to this defendant, and
that there is due, owing and unpaid to this defendant by
reason of the premises, on said drafts, in all the sum of \$723.45,
with interest from December 19th, 1894, for which sum with interest
from said date this defendant prays judgment and also for
its costs in said suit taxed at \$

The drafts so made were, if paid, to be in satisfaction of
the balance due this defendant for the pipe used by said
Botham in constructing water works in said respective villages.

At the time of filing said petition this answering defen-
dant caused an affidavit for an attachment against the
property of said Botham, to be duly filed along therewith in
said Court of Common Pleas of Madison County, Ohio,
which affidavit, among other things, recited that the village
of Milford Center, and the Treasurer thereof, whose real name at

that time to this answering defendant unknown, and who is therefore designated in said affidavit as John Smith, had in their possession about two thousand dollars, which was due, owing and unpaid to the said Thomas H. Botham, and duly caused a summons and an order of attachment to issue against the said Botham, who is, as is recited in said affidavit, a non-resident of the state of Ohio, and also caused a process of garnishment and a copy of the order of attachment so issued as aforesaid against the property of the said Botham to issue to and against said village of Guilford Center, and also to and against its said Treasurer which said process and copy so issued to said Treasurer recited that his real name unknown and was served personally upon him on January 14th 1895; a copy of said order of attachment being left with him at the time of said service.

The said process and copy so issued as aforesaid to and against the said village of Guilford Center, was served personally on the said last-named date on C. W. McAdow, Mayor of said village, said copy of the order of attachment being left with him.

Each of said parties so served was, by the copy of said order, notified and required to appear before the Clerk of the Court of Common Pleas of Union County, Ohio, on the 18th day of February, 1895; to answer under oath all questions put to them touching the property of every description and kind and the credits of the said Botham in their possession, or in the possession of either of them, or of said village or under their control, or under the control of either of them, or of said village, and to disclose what amount was due, owing and unpaid by them, or either of them, or of said village, to the said Botham.

Thereafter, on January 16th 1895; this answering defendant duly filed another affidavit for attachment against the property of the said Botham in said cause or pending in the Court of Common Pleas of Madison County, Ohio, which likewise recited that the said Botham is a non-resident of the state of Ohio, and further recited the matters hereinbefore mentioned as to the execution, delivery, presentment and non-payment of said debts, and that the defendant, the village of Guilford Center, and its Treasurer, whose real name was to defendant at the time unknown, and who was therefore designated as "John Smith," had in their possession money of the said Botham due, owing and unpaid to him to the amount of about two thousand dollars, and thereupon duly caused another process of garnishment and copy of the order of attachment against the property of the said Botham, to issue against and to each of the said parties, the village of Guilford Center and its said Treasurer, and on January 17th 1895; the said village was duly served with said

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process and copy by the Sheriff of Union County, Ohio, a copy of said order being left with said Mayor, and the said Treasurer was likewise served personally by the said Sheriff and a copy of said order left by said Sheriff with him. The writ to said Treasurer recited that his real name was to plaintiff unknown, and directing that he be served personally and designating him as "John Smith" as aforesaid.

The processes and copies so served on the said village and on the said Treasurer, required the said Mayor and the said Treasurer to appear before the Clerk of the Court of Common Pleas of Union County, Ohio, on the 18th day of February, 1896, to answer under oath all questions put to them touching the property of every description and kind and credits of the said Botham, in the possession of said village, or either of said parties, or under the control of any of them, and to disclose the amount due, owing and unpaid by the said village, or either of them, to the said Botham.

No answer has been made or filed by said village through its said Mayor, or Treasurer, or by the said Mayor or Treasurer themselves, relating to any of the matters concerning which they were required to answer as aforesaid, although there is due and unpaid to the said Botham by said village, the sum of about two thousand dollars.

The said sum of \$786.43, with interest from December 19th 1894, is still wholly unpaid.

By reason of the premises this answering defendant acquired, and has at all times had, since the aforesaid date of January 14th and January 18th, 1896, and still has, a lien on the said money in the possession of the village of Milford Center, which is due, owing and unpaid to the said Botham, to the amount of this defendant's claim, to-wit: \$786.43, with interest from December 19th, 1894, which said lien in favor of this defendant is wholly unpaid and unsatisfied.

This answering defendant asserts that it has a lien on said sum in said village's possession due, owing and unpaid to said Botham prior to the alleged lien of plaintiff and prior to the lien of any of these answering defendants.

Wherefore this defendant prays that the Court adjust the priorities of liens as between the parties hereto, that its costs in said suit pending in said Madison County be paid ^{out of} the funds in the possession of the said defendants, the village of Milford Center, and that said funds be distributed among the claimants according to their respective priorities as the same shall be settled by the Court.

The State of Ohio }
Union County ss: }

E. C. Fuller being first duly sworn says that he is the President of The Ohio Pipe Company, the above named answering defendant and that the facts and allegations in the foregoing pleading contained are true as he verily believes.

E. C. Fuller

Sworn to before me and subscribed in my presence by the said E. C. Fuller this 4th day of September 1895

Laury F. Hahn
Notary Public,
Franklin County, Ohio.

The Russell Company

Court of Common Pleas
Union County, Ohio.

6899

vs
Thomas H. Botham et al

Answered
Cross-Petition
of
The General
Electric Co.

Leave of Court first having been obtained, the defendant, The General Electric Company, files its answer and Cross-petition herein.

First defense

The defendant admits that on the 18th of January, 1895, it brought an action in this Court in Attachment against Thomas H. Botham and garnished the said village of Milford Center for the sum of twelve hundred and twenty one dollars and ninety two cents (\$1221.92) and interest thereon from November 30, 1894; that on the 28th day of January, 1895, it brought another action in attachment in said Court against said Botham and garnished the said village for the sum of nine hundred and nine dollars and ninety four cents (\$909.94) and interest thereon from September 15th, 1894; and that it is seeking an order from this Court for the money of said Botham now in the hands of the said village.

The defendant has no knowledge touching the other alleged facts contained in said petition and therefore for want of such knowledge denies each and every other allegation of fact contained therein.

Second defense

The defendant says that on the said 18th day of January, 1895, when it brought its action in Attachment against Thomas H. Botham and garnished the village of Milford Center, the said Thomas H. Botham had completed his work for the said village of Milford Center in accordance with the terms of his contract with said village; that on said day, and on the day when said village of Milford Center was garnished by

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this defendant; the said sum of about two thousand dollars (\$2000.) was owing to, and had been owing to and finally due for more than ten days prior to said January 15, 1895; the said Thomas H. Botham from the village of Milford Center, free from all claims whatsoever in the part of the any laborer, sub-contractors or material-men, and that on said day the said village was under no legal restraint whatsoever not to pay said money to said Botham; that after said attachment and said garnishment by this defendant, no other money was earned by the said Botham under said contract, and no other money became due to said Botham from the said village of Milford Center; and that by its delay in filing its said alleged claim with the Clerk of said village, the said plaintiff forever lost its rights to claim a lien superior to that obtained by this defendant in said attachment and garnishment proceedings.

Third defense.

The defendant says that if said plaintiff obtained from said Botham a written order upon said village for the payment of its claim, as alleged in the petition, then said plaintiff by the acceptance of said order forever waived its claim and right to obtain, perfect or hold any mechanic lien upon the fund in the hands of the village of Milford Center.

Cross Petition.

The defendant says that on the 18th day of January, 1895, it filed its petition in this case in the case of The General Electric Company of Schenectady New York, Plaintiff vs Thomas H. Botham, Defendant, No. 6861, asking for judgment in the sum of Twelve Hundred and twenty-one dollars and ninety-six cents (\$1222.96) with interest thereon from the 30th day of November, 1894; that on said day an affidavit was filed for attachment against the said Thomas H. Botham and the village of Milford Center; that on said day an order of attachment was issued against the said Thomas H. Botham and an order of garnishment was issued and served on the said village of Milford Center and its Treasurer; that there was then due and owing to the said Thomas H. Botham from the said village of Milford Center the sum of about two thousand dollars (\$2000.);

The defendant says that by reason of the facts aforesaid it obtained a lien on said funds superior to all other liens and claims set up in this action.

The defendant says that on the 28th day of January 1895 it filed its petition in case in the case of The General Electric Company of Schenectady New York, Plaintiff vs Thomas H. Botham, Defendant, No. 6865, asking for judgment in the sum of nine hundred and nine dollars and ninety-four cents (\$909.94) with interest thereon from the 15th day of September, 1894; that on said day an affidavit was filed

for attachment against the said Thomas H. Botham and the village of Guilford Center; that on said day an order of attachment was issued against the said Thomas H. Botham and an order of garnishment was issued and served on the said village of Guilford Center and said Treasurer; that there was then due and owing to the said Thomas H. Botham from the said village of Guilford Center the sum of about two thousand dollars (\$2000).

The defendant says that by reason of the facts aforesaid it obtained a lien on said funds superior to all other liens and claims set up in this action.

Wherefore the defendant prays that its liens secured as aforesaid by attachment and garnishment may be adjudged to be superior to all other claims and liens herein set up and for such other and further relief as may be necessary and proper.

The State of Ohio,
Franklin County ss:

Henry J. Booth, being first duly sworn, says that he is one of the attorneys of record for the defendant, The General Electric Company, a corporation, duly authorized in the premises; that said defendant is not a resident of the State of Ohio, and is now absent from said Union County; that the details and allegations contained and the facts stated in the foregoing answer and cross-petition are true as he verily believes.

Henry J. Booth

Sworn to before me by the said Henry J. Booth and by him signed in my presence this 30th day of September, 1890:



James M. Butler
Notary Public in and
for Franklin County, Ohio.

On the 1st day of October A.D. 1890, the following answer of the General Electric Company to Cross Petition of the Ohio Pipe Company was filed in the Clerk's office
The Russell Company

6899

Thomas H. Botham et al

Court of Common Pleas, Union County, Ohio.

Now comes the General Electric Company, and for answer to the Cross Petition of the Ohio Pipe Company. It has no knowledge concerning the alleged facts set forth in the Cross Petition of said Ohio Pipe Company and for want of such knowledge denies each and every allegation therein contained.

The said General Electric Company says that its lien is prior to that of the said Ohio Pipe Company and

Answer of
The General
Electric Co.
to Cross petition
of The Ohio
Pipe Co.

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Answer of
The General
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entitled to be first out of the funds and money due from said village to said Botham and prays judgment accordingly.

The State of Ohio
Union County ss:

J. L. Cameron being first duly sworn says that he is one of the Attorneys for said General Electric Company and it is a corporation and that affiant believes the allegations in the foregoing answer to be true.

J. L. Cameron

Sworn to and signed before me and in my presence this 1st day of October A.D. 1895.

(seal)

J. N. Gosnell Clerk.

On the 1st day of October A.D. 1895 the following Answer of the defendant, The General Electric Company, to the Cross Petition of George H. Smith, was filed in the Clerk's office to-wit:

The Russell Company

Court of Common Pleas, Union County, Ohio.

Thomas H. Botham et al

Leaves of Court first having been obtained, the said defendant The General Electric Company for its answer to the cross-petition of George H. Smith, says:

First defense.

The defendant has no knowledge of any of the alleged facts set forth in said cross-petition, and therefore denies each and every allegation contained therein.

The defendant denies that the alleged line of said George H. Smith is superior to the line of this defendant.

Second defense.

The defendant says that the labor and the materials included in the account attached to the cross-petition and alleged to have been performed and furnished for Thomas H. Botham, were not such labor and materials as were required or demanded by said Botham under his contract with the village of Guilford Center.

Third defense.

The defendant says that the said George H. Smith did not file a sworn statement of his said account with the Clerk of the village of Guilford Center for the purpose of obtaining a mechanics' lien on the money in the hands of said village within ninety days from the time said alleged labor was performed and said alleged material furnished, as required by law.

Therefore, the defendant prays that the Court may adjudge its line to be superior to the alleged line of the said George H. Smith.

H. J. Booth

Attorney for defendant,
The General Electric Company.

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Answer of
The General
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to
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The State of Ohio }
Franklin County ss }

Henry J. Booth, being first-duly sworn, says that he is one of the Attorneys of record for the defendant, The General Electric Company, a corporation, duly authorized in the premises; that said defendant is not a resident of the state of Ohio, and is now absent from said Union County; that the denials contained and the facts stated in the foregoing Answer are true as he verily believes.

Henry J. Booth.

Sworn to before me by the said Henry J. Booth and by him signed in my presence this 30th day of September 1890.

James M. Butler
Notary Public in and for
Franklin County Ohio.

On the 1st day of October A.D. 1890, the following Answer of the General Electric Company, to the Cross-Petition of the Boston Copper and Brass Works was filed in the Clerk's office to-wit:

The Russell Company | Court of Common Pleas,
vs | Union County, Ohio.
Thomas H. Botham et al

Leave of Court having been first obtained, the defendant The General Electric Company, for its Answer to the Cross-Petition of the defendant, The Boston Copper and Brass Works, says that it has no knowledge of any of the alleged facts contained in said Cross-Petition, and therefore for want of such knowledge denies each and every allegation contained therein.

Wherefore the defendant prays that its line may be adjudged to be superior to any alleged line of the said Boston Copper and Brass Works.

H. J. Booth

The State of Ohio }
Franklin County ss }

Henry J. Booth, being first-duly sworn, says that he is one of the Attorneys of record for the defendant, The General Electric Company, a Corporation, duly authorized in the premises; that said defendant is not a resident of the state of Ohio, and is now absent from said Union County; that the denials contained and the facts stated in the foregoing Answer are true as he verily believes.

Henry J. Booth.

Sworn to before me by the said Henry J. Booth and by him signed in my presence this 30th day of September, 1890.

James M. Butler
Notary Public, Franklin County, Ohio.

6866

Answer Ed
Reply to
Cross-Petition
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Geo. H. Smith.

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Answer of
The General
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the Cross-
Petition of
The Boston
Copper and
Brass Works.

On the 1st day of October A.D. 1890: The following Answer and Reply to the Cross-Petition of George K. Smith was filed in the Clerk's office to-wit:

The General Electric Company | Court of Common Pleas,
Thomas H. Botham et al | Union County, Ohio.

6866
Answer & Reply to Cross-Petition of Geo. K. Smith.

Plaintiff admits the filing of defendant's Cross-Petition and the consolidation of the various cases as alleged in the Cross-Petition herein.

The defendant has no knowledge of any of the other alleged facts set forth in said Cross-petition and therefore for want of such knowledge denies each and every other allegation of fact therein contained.

The plaintiff says that the labor and material included in the account attached to the Cross-petition and alleged to have been furnished and performed for Thomas H. Botham, were not such labor and material as was required or demanded by said Botham under his contract with the village of Milford Center.

The plaintiff says that said George K. Smith did not file a sworn statement of his said account with the Clerk of said village of Milford Center within ninety days from the time said alleged labor was performed and said alleged material furnished as requested by law.

The plaintiff says that on the 28th day of January 1890: when this plaintiff obtained in the money in the hands of Milford Center a lien by its proceedings in attachment and garnishment, said Botham had completed his contract with said village of Milford Center and that on that day and for more than ten days prior thereto the said sum of about two thousand dollars was and had been owing to and justly due the said Botham from the said village of Milford Center, free from all claims whatsoever on the part of any labor, material man or sub-contractor; that from said village said Botham earned no money after that day, and that no money became due the said Botham from said village of Milford Center after said day.

By reason of the facts aforesaid the plaintiff has a lien on said funds superior to that of said defendant.

H. Booth

Cameron & Cameron, Atty. for Pltff.

State of Ohio }
Union County ss: }

R. L. Cameron, being first duly sworn says that he is an Attorney of Record for the plaintiff The General Electric Co a Corporation duly authorized in the premises; and not a resident of the State of Ohio, and now absent from this County and that facts in this reply set forth are true as he believes.

Sworn to before me and subscribed in my presence this 1st day of October 1890.
J. M. Gosnell Clerk.

On the 1st day of October A.D. 1895, the following Entry was filed in the Clerk's office to-wit:

The Russell Company vs Thomas H. Botham et al Court of Common Pleas Union County Ohio.

6899

Entry

On motion of The Ohio Pipe Company and for good cause shown, it is hereby permitted to file its answer to the Cross-petition of George H. Smith forthwith and the same is accordingly filed.

The Russell Company vs Thomas H. Botham et al Court of Common Pleas Union County Ohio.

6899

Answers of The Ohio Pipe Company to Geo. H. Smith's Cross-Petition

First-Defense-

The defendant The Ohio Pipe Company which is a corporation duly incorporated under the laws of the State of Ohio, for its answer to the Cross-petition filed herein by George H. Smith for want of information regarding the matters in said Cross-petition set forth denies that there is due owing and unpaid said George H. Smith from the defendant - Thomas H. Botham the sum of \$222.23 with interest from January 31st, 1895, or any other sum whatever on any account or from any cause, or in any manner whatever and further denies each and every other allegation matter and thing in said Cross-petition mentioned.

Second Defense.

To a second and further defense this said Answering defendant which is a Cross-petitioner duly incorporated under the laws of Ohio, says that the Water Works in said Smith's Cross-petition mentioned were a public improvement and was constructed as such by the said Botham for the defendant - the village of Milford Center and that the said Smith performed no labor and furnished no material on or for said improvement subsequently to October 10th 1894, for the said Botham or for any one else and that he did not file an affidavit to procure a mechanics or other lien on said Water Works plant or against said Botham and said village or to procure a lien on any fund or funds due said Botham from said village or from any one until more than 90 days after said October 10, 1894 to-wit: until January 31st 1895, and by reason thereof said intended lien is null and void and of no effect.

This defendant - by reason of the premises denies that the said Smith has a lien on the said funds in said village possession due the said Botham or any and any portion thereof.

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Amendment to Answered Cross-Petition of The Ohio Pipe Co.

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Third defense.

The said The Ohio Pipe Co. is a corporation duly incorporated under the laws of Ohio and says that the said George H. Smith acted as the book keeper and corresponding agent and secretary of the said Botham and as such performed purely clerical work.

This defendant therefore denies that the said Smith has or acquired a mechanics lien or any kind of a lien on the funds due the said Botham by said village of Guilford Center and that he has any rights in the premises as against this defendant.

Wherefore this defendant prays that its said claim be allowed and also the costs incurred by it here and in said case now pending in Madison County, Ohio, to-wit: at \$8. the Cross-petition of said George H. Smith be dismissed at his costs and for all other and further proper relief.

The State of Ohio }
Union County ss: }

David Bull being first duly sworn says that he is the superintendent and agent of the Ohio Pipe Company duly authorized herein and that the facts and allegations of the foregoing pleadings contained are true, as he verily believes and that he has personal knowledge of the same.

David Bull

Sworn to before me and subscribed in my presence
October 12th 1895:

J. W. Tolwell. Clerk.

On the 12th day of October A.D. 1895; the following Entry was filed in the Clerks office to-wit:

The Russell Company vs Thomas H. Botham et al
Court of Common Pleas Union County, Ohio.

6899

Entry.

On motion of the Ohio Pipe Company and for good cause shown, it is hereby given leave to file an amendment to its Answer and Cross-petition forthwith and the same is accordingly filed.

On the 12th day of October A.D. 1895; the following Amendment to Answer and Cross-petition of the Ohio Pipe Company was filed in the Clerks office to-wit:

The Russell Company vs Thomas H. Botham et al
Court of Common Pleas Union County, Ohio.

6899

Amendment to Answer and Cross-Petition of The Ohio Pipe Co.

The said The Ohio Pipe Co. by way of Amendment to its answer and Cross-Petition filed herein says that if any sum is due and unpaid to plaintiff from defendant Botham, said sum became due and payable to said Botham from the village of Guilford Center more

than ten days prior to the attempt of plaintiff to acquire its pretended lien on the funds in said villages possession due and payable to said Botham and that more than ten days elapsed after the sum, if any, due plaintiff from said Botham became due and payable before the Affidavit in the petition mentioned was filed to procure said pretended lien claimed by plaintiff; that prior to the filing of said Affidavit and to taking any steps towards securing said pretended lien, this answering defendant acquired a lien by garnishment of said village as in this defendant's Answer and Cross-petition alleged on the funds in said villages possession for the full amount due it from said Botham on the two drafts given it by said Botham and in said Answer and Cross-petition mentioned, which lien is prior and paramount to that of said plaintiff of any lien the plaintiff.

This defendant therefore denies that the plaintiff has a lien on said funds in said villages possession and avers that if it has a lien thereon it is inferior and subordinate to that of this defendant.

Wherefore this defendant prays as in its said Answer and Cross-petition and that the costs incurred in its action in Madison County, Ohio, be likewise paid out of the funds in possession of said Guilford Center.

J. A. Baker Atty of
The Ohio Pipe Co.

The State of Ohio
Union County ss

David Buel being first duly sworn says that he is the president and agent of the The Answering defendant above named and that the facts and allegations in the above pleading contained are true as he believes -

Sworn to before me and subscribed in my presence Oct-12-1895.

(seal)

M. Gosnell. Clerk.

On the 12th day of October A. D. 1895; the following Answer of the Village of Guilford Center was filed in the Clerk's Office to-wit:

The Russell Company vs
Thomas H. Botham et al
Cause of Common Pleas
Union County, Ohio.

And now comes the said defendant The Village of Guilford Center, Union County, Ohio, and for answer to plaintiff's petition herein filed says,

That it admits that it is indebted to said Thos H. Botham in the sum of One Thousand nine hundred and thirty eight and 20/100 dollars, for the construction of said

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Answer of
The Village
of Guilford
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water works and Electric Light Plant by said Thomas H. Botham, as set forth in said petition.

This defendant therefore submits itself to the Court subject to such order as may be equitable and just in the premises.

The State of Ohio }
Winn County ss: }

John M. Brodrick, being sworn, makes oath that he is the duly authorized attorney for said village of Milford Center, and that the facts stated in the foregoing answer are, as affiant believes true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this first day of October A. D. 1895.

Seal

J. N. Gosnell Clerk.

Afterwards on the 14th day of October A. D. 1895; the following Entry was filed in the Clerk's office and recorded on Journal 17 Page 288-50 nit:

6899

The Russell Company

Entry - Journal 17 - Page 288.

vs
Thomas H. Botham et al

Entry

This day this cause came on to be heard upon the pleadings, evidence and exhibits, (Case No. 6861 and 6866 pending in this Court having heretofore by order of Court been consolidated herewith) and was argued by Counsel and submitted to the Court; and on consideration thereof the Court do find that the defendants and each of them have been duly and legally served with summons in this case, or have voluntarily entered their appearance herein, and that all the parties herein are duly and legally before the Court.

The Court do further find that the allegations in the Answer and Cross-Petition of the Ohio Pipe Company contained are true and that there due and unpaid from the said Thomas H. Botham on the two drafts in the said Ohio Pipe Company's Answer and Cross-petition mentioned, on this date, the sum of \$823.27.

It is therefore considered by the Court that the said The Ohio Pipe Company recover from the said Thomas H. Botham the said sum of \$823.27, and its costs herein expended, taxed at \$ with the costs incurred by it in its original cause instituted in Madison County, Ohio, taxed at \$42.12.

The Court do further find that the said The Ohio Pipe Company by virtue of the attachment and garnishment proceedings in its said answer and cross-petition mentioned, acquired the first and best lien on the funds in the possession of the village of Milford Center, amounting to \$1938.20 (excepting those made by the defendant - T. H. Botham)

and that after the payment of the costs herein expending there made by the defendant - Geo H Smith the said Ohio Pipe Company is entitled to be paid the amount claimed by it in its said Answer and Cross petition to-wit - \$825⁰⁰, together with the costs incurred by it in its original proceedings instituted in the said Court of Common Pleas of Madison County, taxed at - \$42⁰⁰.

The Court do further find that the allegations in the Answer and Cross-petition of the defendant - The General Electric Company of Schenectady, New York, are likewise true, and that there is due and unpaid from the said Thomas H. Botham on the claim first-mentioned in its Answer and Cross-petition (being the claim originally set-up in said cause No 6861) the sum of \$1284⁵⁰ on this date.

It is therefore considered by the Court that the said The General Electric Company of Schenectady, New York, recover from the said Thomas H. Botham the sum of \$1284⁵⁰, and its costs herein expended taxed at - \$ and likewise the costs incurred by it in said original cause No 6861 taxed at - \$58⁵⁰.

The Court further find that there is due and unpaid from the said Thomas H. Botham on the second claim of the said The General Electric Company, in its answer and Cross-petition mentioned (being the claim originally set-up in said cause No 6866) on this date, the sum of \$967⁵⁷, and it is therefore considered by the Court that the said The General Electric Company of Schenectady, New York, recover from the said Thomas H. Botham, the said sum of \$967⁵⁷ and its costs herein expended, taxed at - \$ together with the costs incurred by it in said original cause No 6866 taxed at - \$.

The Court do further find that by virtue of the Attachment and garnishment proceedings instituted by the said The General Electric Company, on the 18th day of January, 1895, it acquired a lien in the funds in the possession of the defendant, the Village of Milford Center, above mentioned, for the amount in its answer and Cross-petition first-mentioned, amounting as aforesaid, on this date, to \$1284⁵⁰, and that said sum, together with the costs incurred by the said Company herein and in its said original cause No 6861 as aforesaid, taxed at - \$ ought to be paid out of the funds in the possession of the said village, and is the second best lien thereon.

The Court do further find that by virtue of the Attachment and garnishment proceedings instituted by the said The General Electric Company, on the 28th day of January, 1895, it likewise acquired a lien on the fund in the possession of the village of Milford Center

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above mentioned, for the amount in its answer and Cross petition mentioned which, with interest to date amounting to \$967.57 aforesaid, and that said amount of \$967.57, together with the costs incurred by said company herein, taxed at \$ together with the costs incurred by it in its original case known as No 6861, instituted on the said 28th day of January, 1890; amounting to \$, ought to be paid out of the funds in the possession of said Village and is the next best lien thereon.

The Court do further find that as against the aforesaid attaching creditors, the plaintiff has no property, but that the claim of the plaintiff on the said funds in the possession of the village of Guilford Center is inferior to and subordinate to the claims of the said The Ohio Pipe Company and of the said The General Electric Company of Schenectady New York, and that there is due and unpaid to the said The Russell Company, from the said Thomas H. Botham, on the account in the petition mentioned, and there attached on this date, the sum of \$424.82 and it is therefore considered and adjudged by the Court that the said The Russell Company recover from the said Thomas H. Botham, the said sum of \$424.82 and its costs herein expended taxed at \$

The Court do further find that the claims of the plaintiff amounting to \$424.82, as aforesaid, ought to be paid out of the fund in the possession of said village (if said fund be sufficient to pay the same) after the claims of the aforesaid attaching creditors.

The Court do further find that the defendant George H. Smith has no interest in or claim or lien on any of the funds in the possession of the village of Guilford Center, Ohio, and it is ordered that his answer and Cross-petition filed here in be dismissed at his costs, taxed at \$ and the Court further find that there is due said George H. Smith from said defendant Thomas H. Botham the sum of \$233.00 on his account as filed in this case and set up in his Cross-petition.

It is therefore considered ordered and adjudged by the Court that said Smith recover of said Thomas H. Botham said sum of (\$233.00) Two Hundred and Thirty three and 0/100 dollars and his costs herein expended taxed at \$

The Court do further find that as recited in the answer of the said village of Guilford Center filed herein, that there is now in the possession of said village the sum of \$1938.20, which is due and unpaid to the said Thomas H. Botham, by reason of the public improvements made by him in and for the village under his contract therewith.

It is now ordered, on motion of the plaintiff and the defendants The Ohio Pipe Company, and the General Electric

Company, that the said sum of \$1935.20 be paid to the Sheriff of this County by the said village of Guilford Center within three days from the filing of this decree, and that the said garnisher, the village of Guilford Center, be thereupon discharged, and that said sum be applied in the satisfaction of the claims of the parties hereto in the order herein designated by the Court:

And the Court ordering now to distribute the said sum of \$1935.20 as ordered to be paid into the hands of the Sheriff, as aforesaid, it is ordered, adjudged and decreed that the Sheriff out of the said sum of \$1935.20 in his hands pay

First:- To the costs of this action and the answer and costs taxed at \$, excepting the costs made by the defendant George K. Smith.

Second:- To the defendant the Ohio Pipe Company the amount heretofore found due it with interest, to-wit: The sum of \$823.77 and likewise the costs incurred by it in said attachment proceedings in Madison County, Ohio, taxed at \$72.12.

Third:- To the defendant The General Electric Company of Schenectady, New York, the amount heretofore found due it with interest, to-wit: the sum of \$1254.57, and likewise the costs incurred by it in said cause No 6861, taxed at \$

Fourth:- To the said The General Electric Company of Schenectady New York, if there be funds sufficient to pay the same, the second amount heretofore found due it, to-wit: \$967.57, and also the sum of \$ being its costs in the proceeding in cause No 6866, now pending in this Court.

Fifth:- To the plaintiff if there be funds sufficient to pay the same, the amount heretofore found due it, with interest to-wit: the sum of \$424.82, to all of which the plaintiff and the said George K. Smith excepts.

Now comes the plaintiff, The Russell Company, and the defendant George K. Smith and each gives notice of his intention to appeal this cause to the Circuit Court of Union County, Ohio, and thereupon the Court fixes the penalty of the appeal bond for each of the said parties, to-wit: The Russell Company and the said George K. Smith at \$1,000.

Attest:
J. H. Russell
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Please continued and held at the Court House in Mansfield within and for the County of Union, in the South Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Rice Judge of said Court of the term of January 1895; to-wit:

On the 31st day of January in the year of our Lord one Thousand Eight Hundred and ninety five.

Be it remembered that heretofore to-wit: On the 13th day of July A. D. 1894, Emma C. Hains filed in the Clerk's Office of the said Court of Common Pleas, the following Petition for Divorce against Oscar Hains to-wit:

Emma C. Hains | Court of Common Pleas
 vs | Union County Ohio
 Oscar Hains

Petition

The plaintiff says that she is now a resident of Union County, Ohio, and has been a resident of the state of Ohio for more than a year last past and that since cause of action accrued in Union County, Ohio.

That on the 24th day of March 1892, she was married to the defendant in the County of Champaign state of Ohio.

She further says she has always been to the defendant a faithful and obedient wife yet he disregarded his duties as a husband, has been guilty of gross neglect of duty towards the plaintiff, wholly neglecting to supply her with a home or any of the necessaries of life and has abandoned her now for more than two years neglecting and refusing to live with the plaintiff.

The plaintiff therefore asks that upon the final hearing of this petition she decree a complete divorce from the defendant and that she have reasonable alimony from his estate and that she be restored to her maiden name of Emma C. Miller, and for all proper relief in the premises.

Afterwards on the 13th day of July A. D. 1894, the following Affidavit for Publication was filed in the Clerk's Office of said County to-wit:

Emma C. Hains | Court of Common Pleas,
 vs | Union County, Ohio.
 Oscar Hains

Affidavit for publication

Emma C. Hains being duly sworn says, the defendant is a non resident of Union County, Ohio, that his place of residence is the town of Bullman Madison County state of Illinois that a summons cannot be served on him in the state of Ohio, and that this is one of the cases for publication authorized by the law of the state of Ohio

Emma C. Hains

Given to and subscribed by the said Emma C. Hains this 1st day of July A.D. 1894.

Seal

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

Afterwards on the 30th day of August A.D. 1894, the following Legal Notice was filed in the Clerk's office of said County to-wit:

Legal Notice.

Oscar Hains of Sullivan in the State of Illinois, will take notice that on the 13th day of July A.D. 1894, in the Court of Common Pleas of Union County, Ohio, where the cause is now pending No. 6764, the undersigned filed her petition against said Oscar Hains, praying for a divorce from him and for reasonable alimony and for restoration to her maiden name of Emma C. Miller, grounds of divorce neglect of duty and abandonment.

The said Oscar Hains is required to answer the petition in said action not later than six weeks after the first publication of this notice or the petition will be held true.

Emma C. Hains.

July 18th 1894.

Afterward on the 31st day of January A.D. 1895, the following Journal Entry was filed, and entered on Journal 17 - Page 167, in the Clerk's office of said County to-wit:

6764

Entry.

Emma C. Hains vs
Oscar Hains
County of Union, Common Pleas Court.

This day this cause came on for hearing and the defendant being in default for answer and demurrer, and the Court after hearing the evidence and arguments of the Counsel do find for the plaintiff as follows:

First: That the plaintiff and defendant were married some four years ago as stated in her petition and that some cause of action occurred in Union County, Ohio.

Second: That due notice of the proceedings of this petition had been given the defendant by publication.

Third: That said defendant has been guilty of neglect of duty as charged in this petition.

It is therefore ordered and adjudged by the Court that plaintiff be divorced from the defendant both parties being released thereby, and that the plaintiff be restored to her maiden name of Emma C. Miller, and that she recover her costs herein expended taxed at 8.

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Please continued and held at the Court house in Graysville 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. Reim Judge of said Court of the term of September A.D. 1895; to-wit:

On the 10th day of September (A.D. 1895) in the year of our Lord One Thousand Eight Hundred and ninety five,

Be it remembered that hereofore to-wit: on the 26th day of July A.D. 1890; Leylor Barlow & Co. filed in the Clerk's office of the said Court of Common Pleas the following Petition against D. A. Savage to-wit:

J. A. Leylor
 P. J. Leylor
 J. T. Barlow partners
 under the firm name of
 Leylor Barlow & Co.

Court of Common Pleas,
 Union County, Ohio

D. A. Savage

The said plaintiffs say they are a partnership firm doing business at Dayton, Ohio under the laws of said state, in the name of Leylor Barlow & Co.

The said plaintiffs further say that they sold and delivered to said defendant at his request the following Bills of Merchandise at the times stated herein and under an assigned account to-wit:

Aug. 5, 1892	To Bill Merchandise	\$ 29.70
Sept. 17 "	" " "	43.66
" " "	" " "	34.74
Oct. 8 "	" " "	54.91
" " "	" " "	106.44
" 10 "	" " "	7.25
" 31 "	" " "	20.00
Nov. 11 "	" " "	76.66
" " "	" " "	67.75
" 12 "	" " "	10.55
Feb. 3 1893	" " "	197.60
" " "	" " "	103.72
		\$ 742.69
Oct. 6, 1892	By goods returned	3
	Interest - to May 22^d 189	739.69
	Interest - to May 22^d 1895	100.31
		\$ 840.00

That sum was paid by defendant May 22^d 1895; the sum of Four Hundred and twelve & 83/100 dollars - leaving a balance due plaintiff from defendant on the Merchandise so delivered to defendant by plaintiff the sum of Four Hundred and Twenty seven & 17/100 dollars.

6939

Petition

That the plaintiff agreed to pay such and every one of said bills to plaintiff within four months from the date of each of said bills, which said defendant has failed to do and now refuses to do although often requested so to do and the same is long since past due.

That the interest on said several accounts to the 22^d of May 1895 was One Hundred & 3/100 dollars, and that there was paid on said account May 22^d 1895; the sum of Four Hundred and twelve & 83/100 dollars and that there is now due plaintiff from defendant on said accounts the sum of Four Hundred and twenty seven & 17/100 dollars with interest from May 22^d 1895.

Therefore plaintiff asks judgment against defendant for said sum of Four Hundred and twenty seven & 17/100 dollars with interest thereon from May 22^d 1895.

The State of Ohio }
Union County, ss }

A. B. Robinson being first duly sworn says he is an Attorney of said plaintiffs who are now residents of said County, and are absent therefrom and that the statements of the foregoing Petition are true as he believes.

A. B. Robinson.

Sworn to before me by A. B. Robinson and signed by him in my presence this day of July 1895:

J. A. Gosnell, Clerk

Witness on the 26th day of July A. D. 1895; the following summons was issued by the Clerk of said Court, to the Sheriff of Union County, Ohio.

The State of Ohio }
Union County, ss }

To the Sheriff of Union County:

You are hereby commanded to notify D. A. Savage, that he has been sued by Lezler Barlow & Co. in the Court of Common Pleas of Union County, and must answer by the 24th day of August A. D. 1895; or the 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 August A. D. 1895.

Witness my hand and the seal of said Court this 26th day of July A. D. 1895.



J. A. Gosnell, Clerk.

Sheriff's Return

The State of Ohio }
Union County, ss }

Entry: 6939

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Union County ss }

Sheriff's Fee	
Service Return	50
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Copy	15
Total	97

Sheriff's Return.

Received this writ July 27th 1895; at 10 o'clock A.M. and served same by leaving a true copy of this writ with the indorsements thereon at the usual place of residence of D. A. Savage on the 29th day of July 1895.

Wm. J. Trowbridge
Sheriff.

Afterwards on the 10th day of September A.D. 1895 the following Entry was filed and entered on Journal 17-Page, 238 by the Clerk of said Court to-wit:

Entry
6939

Legler Barlow & Co.

Court of Common Pleas.

Union County Ohio.

D. A. Savage

This day this cause came on to be heard and the defendant came not but made default herein and thereupon this cause was submitted to the Court on the pleadings and the evidence, and the Court being fully advised in the premises find for plaintiffs and against the defendant, and find there is due plaintiffs from the defendant the sum of Four Hundred and thirty four & 63/100 dollars and that plaintiffs ought to recover of the said defendant said sum of Four Hundred and thirty four & 63/100 dollars.

It is therefore considered, ordered and adjudged by the Court that the plaintiffs recover of the defendant said sum of Four Hundred and thirty four & 63/100 dollars and their costs herein expended taxed as follows

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J. M. Gosnell

Clerk.

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Please 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 Hon. John A. Rice Judge of said Court of the Term of September term;

On the 3^d day of October in the year of our Lord One Thousand Eight Hundred and Ninety Five -

Be it remembered that heretofore to-wit, on the 5th day of June A.D. 1895, The Union Banking Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Nancy J. Yount - to-wit:

Petition. 6923

The Union Banking Co.,
vs
Nancy J. Yount -
Court of Common Pleas
Union County, Ohio.

The plaintiff says; that it is a corporation duly incorporated under the laws of Ohio.

On or about the 26th day of April, 1895, the defendant presented to the plaintiff a check of which the following is a copy.
Marysville Ohio, April 29th 1895:

The Union Banking Co., Pay to Nancy J. Yount or bearer \$300,
Three hundred dollars S.M. Yount.

The plaintiff believing said check to be true and genuine there and there paid to the said Nancy J. Yount the said sum of three hundred dollars, and which sum of money she then had and received of the plaintiff.

The plaintiff says, that said check was not true and genuine, but was false and forged as the defendant then well knew.

The said S.M. Yount refused to honor or pay said check, and no part of it has been paid to the plaintiff.

On discovering that said check was false and forged the plaintiff demanded of the defendant that she return said sum of money to plaintiff but she neglected and refused to return said money or any part thereof.

The plaintiff says there is due to her from the defendant for money had and received by her as aforesaid the sum of three hundred dollars with interest thereon from the 29th day of April, 1895.

Wherefore the plaintiff prays judgment against the said defendant in the sum of three hundred dollars with interest from the 29th day of April, 1895, and for all proper relief.

The State of Ohio Union County, Ohio ss,
Charles David being first duly sworn says that he believes the facts stated in the foregoing petition to be true. He further makes oath that the plaintiff is a corporation and that he is its agent and Cashier. Chas. S. David, Cashier.
Sworn to before me and signed in my presence this 31st day of May 1895:
J. H. Gosnell Clerk

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The State of Ohio }
Union County ss: }

To the Clerk of Court of Common Pleas.

Creditor

Issue summons in the above entitled cause returnable according to law, and indorse the amount claimed thereon as \$300⁰⁰ with interest from 29th day April, 1890.

Afterward on the 5th day of June A.D. 1890: the following Affidavit was filed in the Clerk's office of said Court, to-wit:

6923

The Union Banking Co. | Court of Common Pleas
vs | Union County, Ohio.
Nancy J. Yount.

Affidavit

Charles David being first duly sworn says he is the agent and cashier of the plaintiff, that the plaintiff is an incorporated Banking Company.

That the said Union Banking Company has commenced an action in this Court against the said Nancy J. Yount to recover the sum of three hundred dollars for money had and received by the said Nancy J. Yount of the plaintiff; and the affiant says that said claim is just and the said plaintiff ought to recover thereon from the said defendant the sum of three hundred dollars with interest from the 29th day of April, 1890.

Affiant also makes oath that the said defendant fraudulently and criminally contracted the debt and incurred the obligation upon which said suit is brought.

That said defendant presented to said plaintiff on the 29th day of April, 1890: a check purporting to be signed by S. K. Yount, who was a depositor in said Bank and which said check purported to request the plaintiff to pay to the said defendant the sum of three hundred dollars, and the plaintiff believing said check to be true and genuine thereupon paid to the defendant the sum of three hundred dollars.

But said check was not true or genuine but was a false and forged check made by the defendant to deceive and defraud the plaintiff.

The affiant also makes oath that he has good reason to believe and does believe that one, S. B. Taylor within the said County of Union is indebted to the defendant, and has property of the defendant in his possession which is liable to be attached in this action.

The affiant further makes oath that he has good reason to believe and does believe that one Thomas K. Brammon within the said County of Union also has property of the defendant in his possession which is liable to be attached in this action.

Chas. S. David - Cashier

Sworn to before me and signed in my presence this 5th day of June, 1890:

(Seal)

J. N. Gosnell - Clerk

The State of Ohio }
 Union County ss }
 Court of Common Pleas
 To Clerk -

Receipt

Issue order of Attachment to the Sheriff of Union Co. returnable according to law indorse thereon the amount claimed as \$300, with interest from 29th day of April for money procured on false and fraudulent checks

Afterward on the 5th day of June A.D. 1895; the following Attachment was issued by the Clerk of this Court and returned and filed on the 17th day of June A.D. 1895.

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

6923

The Union Banking Co. } To the Sheriff of
 Nancy J. Yount. } 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 Nancy J. Yount, not exempt by law from being applied to the payment of the claims of the plaintiff The Union Banking Co. or so much thereof as will satisfy their claim for Three hundred dollars with interest from April 29th 1895, and also Thirty five dollars the probable cost of this action.

You will make due return of this order on the 17th day of June A.D. 1895.

Witness my hand and the seal of said Court, this 5th day of June A.D. 1895.



J. N. Gosnell - Clerk.
 By J. A. Gosnell Deputy Clerk.

Sheriff's Return.

Sheriff's Fees	\$	cts.
Services		25
Copies		30
Mileage	1	60
Sum. Apprs	1	20
Swear "		25
Sum. & Appr.		25
Return		25
Total	4	10
Appraisers Fees	3	00

Sheriff's Office, Union County, Ohio.

June 5th A.D. 1895.

Received this writ order on the 5th day of June A.D. 1895; and in obedience to the command thereof, I did on the 5th day of June A.D. 1895, in the presence of J. C. Trubwater and D. E. Scott, two Freeholders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this return; and having first administered to said Freeholders the oath required by law to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said schedule "A."

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Schedule "A."

Wm. S. Swoyers Sheriff of Union County, and G. C. Freshwater and W. E. Scott two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of Isaac Jane deceased situated in Leesburg Township Union County, Ohio, the attachment is on the dower interest of Nancy J. Young on the above estate of 407 acres, Appraised at \$4000 per acre.

Given under our hands this 5th day of June A.D. 1895.

Wm. Swoyers, Sheriff.
G. C. Freshwater,
W. E. Scott

Undertaking.

Whereas, The Union Banking Company has commenced a civil action against Nancy J. Young in the Court of Common Pleas, within and for the County of Union, State of Ohio, to recover the sum of \$3000; And whereas, The said Union Banking Company by its Cashier C. S. David, has applied to the Clerk of said Court, by filing the necessary affidavit for an order of Attachment to be issued in the said action against the said Nancy J. Young; Now therefore, we C. S. David Cashier and G. L. Sellers jointly and severally bind ourselves unto the said State of Ohio, in the penal sum of Six Hundred dollars, that the said Union Banking Co. shall pay the said Nancy J. Young all damages which the said Nancy J. Young may sustain by reason of said attachment, if the order same to have been wrongfully obtained.

Dated this 5th day of June A.D. 1895.

C. S. David, Cas.
G. L. Sellers.

The execution of the above undertaking and the sufficiency of the sureties therein approved by me this 5th day of June A.D. 1895.

J. N. Gosnell - Clerk
By Geo. A. Gosnell Deputy.

Afterward on the 5th day of June A.D. 1895, the following Attachment and Garnishment was issued to the Sheriff of said County by the Clerk of this Court to wit:

The State of Ohio }
Union County } Court of Common Pleas, Union County.
The Union Banking Co. }
vs } To the Sheriff of said County.
Nancy J. Young }

6923

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant Nancy J. Young not exempt by law from being applied to the payment of the claims of the plaintiff The Union Banking Co. or so much thereof as will

Union Co. claimed procured

The following returned

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satisfy their claim for three hundred dollars with interest from April 29th 1895, and also for thirty five dollars the probable cost of this action.

Oath having been made in said case that said plaintiff Delino and has good cause therefore that E. S. Taylor has the following described property of the said Nancy J. Young defendant, in his possession, to wit:

You are therefore further commanded if you can not get possession of the above described property to leave with the above named E. S. Taylor a copy of this order of attachment and this written notice that he be required to appear before the Clerk of the Court of Common Pleas of Union County, on the 3rd day of July A. D. 1896; then and there to answer under oath all questions put to him touching the property of every description and credits of the said Nancy J. Young defendant in his possession or under his control, and disclose truly the amount owing by him to the said Nancy J. Young defendant, whether due or not.

You will make due return of this order on the 17th day of June A. D. 1896.

Witness my hand and the seal of said Court, this 5th day of June A. D. 1896.

J. N. Gosnell Clerk.
By J. W. A. Gosnell Deputy.

Sherriff	Sherriff Fee	\$	cts.
Return.	Service		25
	Copies		30
	Mileage	1	60
	Return		25
	Notice to Gar.		25
	Total	2	65

Office Sherriff Union County, Ohio.

June 5th A. D. 1896.

Received this order on the 5th day of June A. D. 1896; and agreeably to the command thereof, I did on the 5th day of June A. D. 1896; serve the same by delivering a true copy of this writ with the indorsements thereon to E. S. Taylor personally.

Wm. S. Snodgrass, Sherriff.

Wherefore on the 5th day of June A. D. 1896; the following Precipis was filed in the clerk's office to wit:
State of Ohio }
Union County } ss.

To Clerk - Issue order of Attachment in the above entitled case to Sherriff of Union County, Ohio, returnable according to law for said defendant Nancy J. Young.

Issue order of attachment and garnishment to Sherriff of Union County returnable according to law for Thomas W. Brannon in above entitled case.

Issue order of attachment and garnishment for A. B. Taylor to Sherriff of Union County returnable according to law in above entitled case.

Indorse each of the above orders Amount claimed \$300⁰⁰ with interest from the 29th day of April 1895; Action for money claimed as furnished on a false and fraudulent check.

Cameron & Cameron Atty for Plaintiff.

6923

Attachment & Garnishment.

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Sherriff's Return

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On the 7th day of June A.D. 1896, the following order of Attachment and Garnishment was filed and returned.

The State of Ohio }
Union County ss } Court of Common Pleas Union County.
The Union Banking Co. }
vs } To the Sheriff of said County.
Nancy J. Yount-

6923

Attachment
in Garnishment.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant Nancy J. Yount not exempt by law from being applied to the payments of the claims of the plaintiff The Union Banking Co, or so much thereof as will satisfy their claim for Three Hundred dollars with interest from April 29th 1895, and also for Thirty five dollars the probable cost of this action.

Oath having been made in said case that said plaintiff believes and has good cause to believe that Thomas M. Brannon has the following described property of the said Nancy J. Yount defendant, in his possession to-wit:

You are therefore further commanded if you can not get possession of the above described property to leave with the above named Thomas M. Brannon a copy of this order of Attachment and this written notice that he be required to appear before the Clerk of the Court of Common Pleas of Union County on the 3rd day of July A.D. 1896, then and there to answer under oath all questions put to him touching the property of every description and credits of the said Nancy J. Yount defendant, in his possession or under his control, and disclose truly the amount owing by him to the said Nancy J. Yount defendant, whether due or not.

You will make due return of this order on the 17th day of June A.D. 1896.

Witness my hand and the seal of said Court, this 5th day of June A.D. 1896.

Seal

J. N. Gosnell - Clerk
By Geo. A. Gosnell Deputy Clerk.

Office Sheriff Union County, Ohio.

June 5th A.D. 1896:

Received this order on the 5th day of June A.D. 1896, and agreeably to the command thereof, I did, on the 5th day of June A.D. 1896, serve the same by handing a true copy of this writ with the endorsements thereon to Thomas M. Brannon personally.

Geo. A. Gosnell - Sheriff

The State of Ohio }
Union County } To the Sheriff of Union County.

Summons.

You are hereby commanded to notify Nancy J.

Sheriff's Fees	\$	cts
Service		25
Copies		30
Carriage		32
Return		25
Notice to Yount		25
Total	1	37

Sheriff's Return

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Yount that she has been sued by the Union Banking Co, in the Court of Common Pleas of Union County, and must answer by the 5th day of July A.D. 1895; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17th day of June A.D. 1895.

Witness my hand and the seal of said Court this 5th day of June A.D. 1895;

J. N. Gosnell Clerk
By J. A. Gosnell Deputy

The State of Ohio }
Union County ss: }

Sheriff's Return.

Sheriff's Fee	5.00
Service & Return	4.40
Costs	1.50
Total	10.90

Received this writ June 5th A.D. 1895, 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 Nancy J. Yount on the 5th day of June A.D. 1895.

Wm. Smolgrass, Sheriff.

Afterwards on the 3rd day of July A.D. 1895, the following answer of Thomas M. Brannon was filed in the Clerk's office of said County to-wit:

The Union Banking Co. vs Nancy J. Yount
Court of Common Pleas, Union County, Ohio.

Examination of Thomas M. Brannon as garnishee in this case.

Question 1.- State if you have any property or effects of the said defendant Nancy J. Yount in your possession or under your control. If so, describe it; and state where it is?

Answer:- No.

Question 2.- State if you are indebted to the said defendant Nancy J. Yount in any sum or sums of money for any cause or causes of action whatever. If so, state the amount of it, how evidenced, and where payable.

Answer:- No.

Signed Thomas M. Brannon

The State of Ohio }
Union County ss: }

J. N. Gosnell Clerk of the Court of Common Pleas of Union County, and State of Ohio, do hereby certify that the above named Thomas M. Brannon was by me first duly sworn to testify the truth the whole truth and nothing but the truth; and that the matters and things as above set forth, were reduced to writing by me, and in the presence of the said witness; and were subscribed by him in my presence on the day below written.

Sheriff's Return

6923
Answer of Thomas M. Brannon

Answer.
6923

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In witness whereof I have hereunto set my hand and
affixed the seal of said Court at Mansfield, Ohio,
this 3rd day of July A. D. 1890:
Seal J. N. Gould, Clerk.

Afterwards on the 5th day of September A. D. 1890, the
following Answer was filed in the Clerk's office to-wit:

Answer. The Union Banking Co. | Court of Common Pleas.
6923 Nancy J. Yount | Union County, Ohio.

The defendant answers to the petition of plaintiff and
admits:

The signing and presentation of the check set forth
in plaintiff's petition, and obtained on it the said sum of
three hundred dollars.

The defendant denies that said check was false or forged,
or made with intent to prejudice, damage, injure, or defraud
any one; but avers that the same was made by her in order
to obtain the money that was exclusively hers, and to which
she was entitled to the use, possession and control.

The defendant denies each and every allegation of said
petition not herein admitted to be true.

Defendant further says that she was the widow of Isaac
Game deceased, who died about the 23rd day of July 1880, tes-
tate and died owning two several farms in said county. That
the said Isaac Game provided in his will that his said wid-
ow the defendant, should have during her natural life, the
rents, use, and benefits of both of said farms, which farms on
the death of said Game, were both rented for cash rent, and so
continued under rent up to the present time. And said def-
endant, has also, since the 29th day of November 1893 been the
duly appointed and qualified Administrator in the estate of
said Isaac Game deceased.

That after the death of said Game she intermarried with
the said S. N. Yount who is her present husband. That prior to
defendant being appointed Administrator her said husband
S. N. Yount, was appointed Administrator of said estate, and
while he was such Administrator he obtained from the ten-
ants on said farms for the rents of said farms payable to
himself as administrator of Isaac Game deceased certain prom-
issory notes among which were the notes of C. J. Taylor and E. E.
Trent amounting in the aggregate to twenty three hundred
dollars.

That said Yount made a final settlement of said estate,
as such Administrator, and closed up his Administratorship
of the same on the 23rd day of November 1893, and on the 29th
day of November 1893, this defendant was appointed and qual-
ified as aforesaid.

That on her appointment and qualification she was entitled to recover all of said notes, and the proceeds thereof. But said Yount when he ceased to be Administrator of said estate, instead of turning said notes over to defendant as such Administrator (Both plaintiff and defendant then living in McMinnville Tennessee) on the 15th day of December 1893, leave said notes with the plaintiff at whose place of business said notes were payable, for safe keeping and for collection, and turned over to the defendant the receipts which he had received from the plaintiff for said notes.

This defendant further says that the defendant, on the 9th day of April 1894, and before the plaintiff had collected any of said notes except a part of one of them, duly notified plaintiff that she was the Administrator of Isaac Gane deceased, and that was the only one entitled to receive the proceeds of said notes &c; yet the plaintiff, without authority from defendant, surrendered up to said D.M. Yount, about the 1st day of February 1895, one of said notes left for safe keeping and collection to-wit: the note dated October 14th 1893, and due on the 1st day of November 1894, calling for three hundred dollars, payable to D.M. Yount as Administrator of the estate of Isaac Gane deceased payable at the Union Bank, Marysville, Ohio, and signed E.E. Truitt, D. Truitt and J. Truitt, which note had been over due for some time, and said Yount urged the payment of the same from said Truitt saying that he wished to send the money to defendant at Chattanooga, Tennessee, she being in Tennessee at the time.

That said Yount instead of sending said money to defendant, deposited said three hundred dollars with the plaintiff, and the defendant intending to only obtain her own money and not intending to defraud any one, signed her husband's name to such check and obtained from the plaintiff said three hundred dollars.

And the defendant having thus answered, asks to be dismissed with with her costs.

The State of Ohio }
Union County } ss:

The defendant Nancy J. Yount being sworn, makes oath, that the facts stated in the foregoing answer are true as she believes.

Nancy J. Yount:

Sworn to by Nancy J. Yount, the defendant, before me, and signed by her in my presence this 5th day of September A.D. 1895.

Seal

J. N. Gosnell. Clerk.

Afterward On the 27th day of September 1895 the following reply:

The Union Banking Co. vs Nancy J. Yount

Court of Common Pleas Union County, Ohio.

6923 Reply.

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Her reply to the answer of the defendant, the plaintiff says:
 It admits that the defendant is the widow of Isaac Game, and that after the death of said Isaac Game she married with said S.M. Goulet and is now his wife; it also admits that said S.M. Goulet was formerly Administrator of said Isaac Game, and that he resigned and the defendant was appointed in his stead, it also admits that some notes were deposited by said S.M. Goulet with the plaintiff, but it denies each and every other allegation and averment made in the said answer and not herein, or in the petition admitted.

Wherefore the plaintiff prays for judgment as it has already prayed in its petition.

The State of Ohio,
 Union County ss.)

Charles S. David being first duly sworn says he is the agent for, and cashier of the plaintiff, and that the plaintiff is an incorporated Banking Company, and the affiant believes the facts stated and allegations made in the foregoing reply to be true.

Charles S. David.

Sworn to and signed in my presence this 17th day of September 1895.

seal

R. W. Emory
 Notary Public.

Afterwards on the 3rd day of October A. D. 1895, the following Entry was filed in the Clerk's office to wit:

Entry
 6923

The Union Banking Co.
 vs
 Nancy J. Goulet.

Court of Common Pleas,
 Union County Ohio.

This day came the parties and their Attorneys and this cause came on to be heard, neither party requiring or desiring a jury, a trial by jury was waived and by consent of the parties this cause was submitted to the Court upon the pleadings and the evidence.

On consideration whereof, the Court being fully advised in the premises finds upon the issues joined in favor of the plaintiff, and that there is due the plaintiff from the defendant upon the claim set up in the petition the sum of three hundred dollars with the interest thereon from the 29th day of April 1895.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant the said sum of three hundred dollars and the interest aforesaid amounting in all principal and interest to the sum of Three Hundred and six dollars and fifty cents. It is further adjudged that the plaintiff recover of the defendant its costs herein expended taxed to it to all of which ruling & findings of the Court the defendant by her Counsel excepts.

Attest Jasper N. Howell Clerk of this Court.

Please continued and held at the Court House in
Maysville 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 Sixth term of September to wit: on the 23rd day of September
in the year of our Lord One thousand Eight Hundred and
ninety five.

Be it remembered that heretofore on the 1st day of May
A.D. 1895, A. S. Morgridge filed in the Clerks office of the
said Court of Common Pleas the following Petition against
George Pirsol, Enoch Pirsol and Jacob Pirsol to wit:

Petition
6912

A. S. Morgridge
vs
George Pirsol
Enoch Pirsol
Jacob Pirsol

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff and for cause
of action against said defendant says:

That on or about the 30th day of March A.D. 1894,
the said defendants Geo Pirsol, Enoch Pirsol and Jacob
Pirsol duly executed and delivered to plaintiff their joint
and several promissory note for the sum of Five Hundred
Dollars with interest at the rate of eight per cent. per annum
due Twelve months after date of which said promissory
note the following is a copy with all credits and indorse-
ments thereon.

\$500⁰⁰

Copy.

March 30th 1894.

Twelve months after date of, me or either of us
promise to pay to the order of A. S. Morgridge, Five Hundred
Dollars at 8% interest annually from date until paid.
Value received

Signed Geo. Pirsol
Enoch Pirsol
Jacob Pirsol

That there are no credits or indorsements on said
note.

That said promissory note is past due and that
it is wholly unpaid.

That there is due to said plaintiff from said defen-
dant George Pirsol, Enoch Pirsol and Jacob Pirsol the
sum of Five Hundred Dollars with the interest at the rate
of eight per cent per annum from March 30th 1894.

Wherefore plaintiff asks judgment against the said
defendants George Pirsol, Enoch Pirsol and Jacob Pirsol
and against each of them for the sum of Five Hundred
Dollars with 8% interest per annum from March 30th 1894,
and for costs.

A. S. Morgridge
Attorney for Plaintiff

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The State of Ohio }
Union County ss. }

H. G. Merchant being first duly sworn says that he is the duly authorized attorney of the said A. S. Mergridge, that said action is on a contract in writing that said written contract is in this affiant's possession, that the facts stated and allegations made are as he verily believes true.

H. G. Merchant.

Sworn to before me and signed by affiant in my presence this 12th day of May A. D. 1895.

J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy.

To Clerk =

Receipts

Issue summons for the defendants Geo. Piersol, Enoch Piersol and Jacob Piersol, to the Sheriff of Union County, Ohio, returnable according to law, in and to said writ "Action for money only" Amount claimed Five Hundred dollars with 8% per cent interest per annum from March 30th 1894, and for costs.

H. G. Merchant

Attorney for Plaintiff.

Afterward on the 12th day of May A. D. 1895, the following summons was issued to the Sheriff of Union Co. The State of Ohio }

Union County ss. } To the Sheriff of said County.

You are hereby commanded to notify Geo. Piersol, Enoch Piersol and Jacob Piersol that they have been sued by A. S. Mergridge in the Court of Common Pleas, of Union County, and must answer by the first day of June A. D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 13th day of May A. D. 1895.

Witness my hand and the seal of said Court this 12th day of May A. D. 1895.

J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy.

The State of Ohio }
Union County }

Sheriff's Return.

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mileage	1	76
Copy		45
Total	3	01

Received this writ May 12th 1895, at 11 o'clock A. M. and served same by handing a true copy of this writ with the indorsements thereon to George Piersol and Enoch Piersol personally and to Jacob Piersol by leaving a copy at the usual place of residence on the 2nd day of May A. D. 1895.

Wm. C. Smidgrass
Sheriff

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Afterward on the 23rd day of September A.D. 1895, the following Entry was filed in the Clerk's Office, to-wit:

Entry
6952

A. S. Krongridge }
vs } Court of Common Pleas.
Geo. Piersol et al } Union County, Ohio.

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and find that the defendants George Piersol, Enosh Piersol and Jacob Piersol are indebted to the said defendant plaintiff A. S. Krongridge in the sum of Five hundred and fifty six & 1/100 dollars.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of Five hundred fifty six & 1/100 dollars and his costs here-in expended taxed at \$ and an execution is awarded.
W. V. Merchant
Attorney for Plaintiff.

Attest
J. N. Donnell
Clerk.

~~~~~  
Please continued and held at the Court-house in Marysville within and for the County of Union in the Sixth Judicial District of the Court of Common Pleas of the state of Ohio before the Honorable John A. Price Judge of said Court of the Term of September to-wit: on the 19<sup>th</sup> day of September in the year of our Lord One thousand Eight hundred and ninety five.

Be it remembered that heretofore to-wit: on the 22<sup>nd</sup> day of November A.D. 1892, John B. Cranston filed in this Clerk's Office of the said Court of Common Pleas the following Petition against A. Boylan et al to-wit:

6463  
Petition

John B. Cranston }  
vs } Court of Common Pleas,  
A. Boylan et al } Union County, Ohio.

The plaintiff says that he and the defendants are the sole stockholders of the Corporation known as The Buckeye Bin and Lifter Company of Milford Center, Ohio;

That said Corporation has ceased to do any business for more than two years last past.

That said Corporation has valuable real estate and personal property that is becoming damaged and liable to be wasted by reason of neglect and failure to use the same

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as provided in the articles of incorporation and that there are several collections that ought to be made on debts owing to said Corporation which by reason of failure and neglect on the part of the officers of said Corporation, are liable to be lost: no election of officers has been held by said Corporation for more than two years last past.

Plaintiff asks that a Receiver be appointed to take charge of the affairs of said Company.

That said Corporation be dissolved, and for all other and proper relief in the premises.

John M. Bondrick  
Attorney for Plaintiff.

The State of Ohio }  
County of Union } ss:

John B. Cranston the plaintiff being sworn makes oath that the facts stated in the foregoing petition are, as affiant believes true.

Sworn to by said John B. Cranston before me and signed by him in my presence this 21<sup>st</sup> day of November A.D. 1892.

J. W. Tilton  
Notary Public.

waiver

We the undersigned defendants to this action hereby waive the issuing and service of summons herein and enter our appearance and also consent that A. J. Rigdon be appointed Receiver as prayed for in this petition. November 21<sup>st</sup> 1892.

John Richter  
Geo Lyons  
Anna B. Cranston  
A. V. Kennedy  
A. J. Rigdon

I also agree to the appointment of A. J. Rigdon as Receiver.  
John B. Cranston Plaintiff.

waiver

We the undersigned defendants to this action hereby waive the issuing and service of summons herein and enter our appearance, and also consent that A. J. Rigdon be appointed receiver as prayed for in this petition.

November 21-1892.

J. H. Deane  
A. Boylan  
J. L. Boylan

Summons

The State of Ohio }  
Union County, ss. } To the Sheriff of Union County.

You are hereby commanded to notify A. Boylan, J. L. Boylan that they have been sued by John B. Cranston in the Court of Common Pleas of Union County, and must answer by

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the 27<sup>th</sup> day of December A.D. 1892, on the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 5<sup>th</sup> day of December A.D. 1892.

Witness my hand and the seal of said Court this 26<sup>th</sup> day of November A.D. 1892.  
R. M. Cherry Clerk.

Sheriff's Return.

|                   |    |    |
|-------------------|----|----|
| Sheriff's Fee     | \$ | 25 |
| Service Return    |    | 30 |
| Additional Dfts., |    | 30 |
| Milage            | 1  | 00 |
| Copy              |    | 60 |
| Total--           | 2  | 20 |

The State of Ohio } ss: Union Co.

Received this writ - Nov. 26<sup>th</sup> A.D. 1892, at 10 o'clock A.M. and served same by delivering a true copy and certified copy thereof with the endorsements thereon to each of the within named defendants on the 27<sup>th</sup> day of November 1892.

Thomas Martin Sheriff.

Afterward on the 13<sup>th</sup> day of December A.D. 1892, the following Affidavit of John B. Cranston was filed in the Clerk's office to-wit:

John B. Cranston } Court of Common Pleas,  
vs } Union County, Ohio.

A. Boylan et al }

The State of Ohio } ss: Union County

John B. Cranston, the above named plaintiff being first duly sworn, deposes and says:

That he is the last duly elected Vice President of The Buckeye Bin and Sifter Company of Kirtland Center, Ohio.

That the property of said Company consists of real estate, cash, and accounts; that said real estate is worth about Twelve Hundred dollars, that said Company has cash in the sum of about Nine hundred and twenty five dollars, and accounts of about Eight hundred dollars, including unpaid subscriptions on stocks.

Said further affiant saith not:

John B. Cranston.

Sworn to by said John B. Cranston before me and signed by him in my presence this 13<sup>th</sup> day of December A.D. 1892.

Jamus B. Cole,  
Notary Public.

Afterward on the 14<sup>th</sup> day of December A.D. 1892, the following Order appointing Receiver was filed in the Clerk's office to-wit:

John B. Cranston } Court of Common Pleas  
vs } Union County, Ohio.  
A. Boylan et al }

This day at-chambers, this cause came on to be heard on plaintiffs motion for the appointment of a Receiver, and by and with the consent of all the parties

6463 Affidavit of John B. Cranston.

6463 Order appointing Receiver.

Entry. 6463

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Trustee, A. J. Rigdon is appointed Receiver in said Cause of all the debts, property, equitable interests, rights and things in action of "The Buckeye Bin and Lifter Company" of Milford Centre Ohio: to collect and receive all debts of all kind whatsoever due the said "The Buckeye Bin and Lifter Company" and to make a report of the same to the Court of Common Pleas of Union County, Ohio; that before entering upon his duties such Receiver execute to the State of Ohio, an undertaking in the sum of \$3000<sup>00</sup>, conditioned according to law, with good and sufficient security.

John A. Price  
Judge of Court of Common Pleas.

Afterward on the 28<sup>th</sup> day of June a.d. 1893 the following Entry was filed - to-wit:

Entry  
6463

John B. Cranston }  
vs }  
A. Boylan et al }  
Court of Common Pleas  
Union County, Ohio.

This day this cause came on for hearing at Chambers on the application of the Receiver to invest one thousand dollars of the funds in his hands upon interest; and the Court finding that all the parties to this suit have requested that such order be made, and have consented thereto by the written request hereto attached marked Exhibit "A" and made part of this order, and to be recorded on the Journal of this Court as part hereof.

It is therefore considered and adjudged by the Court that A. J. Rigdon, the Receiver herein be and he hereby is authorized and empowered by the Court to invest upon interest one thousand dollars upon good and sufficient security to the acceptance of said Receiver.

June 27<sup>th</sup> 1893.

John A. Price  
Judge of Court of Common Pleas.

Exhibit "A"

Milford Centre, O. June 26<sup>th</sup> 1893.

Be the undersigned stockholders request \$1000<sup>00</sup> of Company's funds to be placed on interest and authorize Receiver to accept good personal security thereon.

John Richter  
Rev. Lyons  
A. Boylan  
J. B. Boylan  
A. V. Kennedy  
J. B. Cranston  
Anna B. Bevis  
S. H. Dean  
A. J. Rigdon, By John B. Brodrick  
his Attorney

Report of Receiver

|           |          | A. J. Rigdon now comes and files his report as Receiver herein as follows: |                                                             | Dr       | Cr       |
|-----------|----------|----------------------------------------------------------------------------|-------------------------------------------------------------|----------|----------|
| 6468      | 1892     | December 26                                                                | Cash on hand at time of Appointment                         | 943 56   |          |
|           | 1893     | June 26                                                                    | " From sale of real estate                                  | 264 00   |          |
|           |          | October 1                                                                  | " For interest for Cash loaned                              | 20 00    |          |
|           | 1894     | June 26                                                                    | " received for rent                                         | 16 00    |          |
|           |          | " 26                                                                       | " " " " 1st deferred payment                                | 278 78   |          |
|           | 1895     | June 26                                                                    | " " " " 2nd " " "                                           | 294 56   |          |
|           |          | "                                                                          | " from W. L. Curry - compromise of suit                     | 25 00    |          |
|           |          | "                                                                          | " " sale of line to W. B. Mitchell                          | 5 00     |          |
|           |          | "                                                                          | " for interest from J. L. Boylan                            | 15 37    |          |
|           |          | "                                                                          | " " " " A. J. Rigdon                                        | 25 07    |          |
|           |          | "                                                                          | " " " " J. B. Cranston                                      | 25 67    |          |
|           |          | "                                                                          | " " " " A. Boylan                                           | 25 57    |          |
|           |          | "                                                                          | " " " " George Lyons                                        | 25 57    |          |
|           |          | "                                                                          | " " " " John Richter                                        | 25 57    |          |
|           |          | "                                                                          | " sale of line to Rev Creamer                               | 50       |          |
| 1892      | December | 17                                                                         | Paid Taxes on property                                      |          | 23 06    |
| "         | "        | 19                                                                         | " Urbana Printing Co - Printing for Receiver statements     |          | 3 00     |
| "         | "        | 30                                                                         | " John W. Knight - Atty fees suit - a Lancaster             |          | 5 00     |
| 1893      | January  | 28                                                                         | " H. Chamer - Painting sign                                 |          | 1 00     |
| February  | "        | 1                                                                          | " A. H. Gordon - Insurance premium                          |          | 12 00    |
| May       | "        | 24                                                                         | " Urbana Printing Co - printing for Receiver statements     |          | 2 50     |
| June      | "        | 26                                                                         | " S. D. Elliott - Auctioneer selling real estate            |          | 1 00     |
| "         | "        | 26                                                                         | " Executing deed for sale of real estate                    |          | 2 00     |
| "         | "        | 26                                                                         | " John Richter - Rent of building                           |          | 43 00    |
| "         | "        | "                                                                          | " Taxes for 1893                                            |          | 3 71     |
| "         | "        | "                                                                          | " Postage for Receiver                                      |          | 2 50     |
| "         | "        | "                                                                          | " Expenses of Receiver 4 trips to St. Louis & Chicago       |          | 12 00    |
| "         | "        | "                                                                          | " " " " to Urbana & trips                                   |          | 2 00     |
| "         | "        | "                                                                          | " " " " 2 days at Urbana                                    |          | 4 00     |
| 1895      | May      | 29                                                                         | " E. P. Middleton Atty for J. S. Chambulain - judge         |          | 7 00     |
| "         | "        | 29                                                                         | " O. S. Chancey Clerk - Costs Rigdon Receiver vs Chambulain |          | 65 91    |
| "         | "        | 29                                                                         | " L. D. Johnson for A. Blum - Atty fees suit vs Chambulain  |          | 15 00    |
| September | "        | 13                                                                         | " John W. Broadus - Counsel fees and expenses -             |          | 115 00   |
| "         | "        | 13                                                                         | " Costs of this case - J. H. Gosnell Clerk                  |          | 18 05    |
| "         | "        | 16                                                                         | " Allowance to Receiver                                     |          | 150 00   |
|           |          | "                                                                          | " Costs to secure costs in suit vs Curry et al              |          | 5 00     |
|           |          |                                                                            | Amount to balance                                           |          | 1 503 06 |
|           |          |                                                                            | Total                                                       | 1 990 29 | 1 990 29 |

Balance in hands of Receiver \$1503 06.

State of Ohio  
County of Union ss.

A. J. Rigdon being sworn makes oath that the foregoing report is as affiant believes true.

Sworn to by said A. J. Rigdon before me and signed by him in my presence this 13th day of September, 1895.

J. A. Thompson, Notary Public.

Following  
Entry  
6468  
John B. Cranston  
vs  
A. Boylan  
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Entry  
6463

Afterward on the 19<sup>th</sup> day of September A.D. 1893, the following Entry was filed in the Clerk's Office to-wit:  
John B. Cranston }  
vs } Court of Common Pleas, Union County.  
A. Boylan et al }

This day this cause came on for hearing on motion to confirm the report of the Receiver A. J. Rigdon heretofore appointed herein, and on examination the Court approve and confirm the said report.

It is therefore considered and adjudged by the Court that the report of the Receiver be, and the same hereby is approved and confirmed.

It is further ordered by the Court that said Receiver pay the costs of this proceeding taxed at \$13.25.

It is further ordered by the Court that said Receiver be, and he hereby is, allowed the sum of \$150.00 as his reasonable compensation for his services herein performed.

The Court further find that of the balance of \$1500.00 remaining in the hands of the Receiver he has paid to the stockholders, John Richter, John B. Cranston, George Lyons, A. Boylan and A. J. Rigdon the sum of \$178.00 each, and to John L. Boylan the sum of \$107.00 as evidenced by their respective promissory notes dated Dec. 2<sup>nd</sup> 1893, and that interest has accumulated on each of said \$178.00 notes to the amount of \$25.34 making a total due on each of said \$178.00 notes of \$203.34, and interest has accumulated on said \$107.00 note to the amount of \$15.34, making total due on said 107.00 note of \$122.34, leaving an actual cash balance in said Receiver's hands of \$363.50.

The Court therefore order that said Receiver surrender said notes to each of said stockholders and pay to said John Richter, John B. Cranston, George Lyons, A. Boylan and A. J. Rigdon each the sum of \$203.34, and to said John L. Boylan the sum of \$122.34.

The Court find that said stockholders J. H. Deane, A. V. Kennedy and Anne B. Cranston heretofore, are not entitled to share in said dividend for the reason that they have failed to pay up the amount assessed on their said stock.

Brodrick Atty. for Plff.

Witness  
J. N. Hornell  
Clerk.

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Case continued and held at the Court House in  
Marysville within and for the County of Union in the Fifth  
Judicial District of the Court of Common Pleas of the State  
of Ohio, before the Honorable John A. Price Judge of said  
Court of the Term of September to-wit: on the 16<sup>th</sup> day of  
September in the year of our Lord One Thousand Eight-  
Hundred and Ninety Five.

Be it remembered that heretofore to-wit, on the 16<sup>th</sup> day  
of September A.D. 1895, Fullington & Shields et al filed in  
the Clerk's office of the said Court of Common Pleas the follow-  
ing Petition against John H. Coleman, Mattie C. Coleman &  
Eli Walter Coleman to-wit:

Petition  
6964

The State of Ohio  
Union County ss  
Fullington & Shields,  
John S. Trimmer  
vs  
John H. Coleman  
Mattie C. Coleman  
Eli Walter Coleman

Court of Common Pleas  
Union County, Ohio.

The Plaintiff says Fullington & Shields, one  
of the plaintiffs above named is a partnership organized for  
the purpose of and is doing business in the State of Ohio, and  
that this cause of action is founded upon a promissory note,  
of which the following is a copy, with all the credits and endorse-  
ments thereon:

\$150<sup>00</sup>.

Columbus, O. Apr. 20<sup>th</sup> 1895.

Ninety days after date for value received, we or  
either of us promise to pay to Fullington & Shields and John S. Trimmer  
or order, One hundred and fifty dollars, with interest from date  
until paid at 7% per annum payable annually at —

And we do hereby authorize and empower Attorney at Law  
of any Court of record at any time after this note becomes  
due to appear for us without process in any Court <sup>of Record</sup> and  
confess judgment for the said amount, interest and assessed  
costs in favor of the said holders indorsers or assignees thereof  
and release all errors which may occur in the legal proceed-  
ings herein authorized and we also release all right of appeal  
the stay of execution and the power and promise of holding  
any personal or real property exempt from execution for the  
enforcement of said judgment, and said Attorney is hereby  
authorized to enter such release in said judgment.

Witness our hands and seals

this 20<sup>th</sup> day of Apr. A.D. 1895.

John H. Coleman (Seal)  
Mattie C. Coleman (Seal)  
Eli Walter Coleman (Seal)

There is due to plaintiffs from the defendants on said note, the sum of  
One hundred and fifty dollars which they claim with interest from the 20<sup>th</sup> day of April, 1895  
at 7 per cent. per annum, and for which with costs of suit they ask judgment vs defendants  
D.W. Ayers for Plaintiff

Answer  
6964

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Entry  
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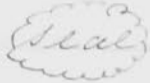
prose,

The State of Ohio  
Franklin County ss.

Frank G. Fullington being sworn, says that he is one of the plaintiffs herein, and is a member of the firm of Fullington & Shields, and that the facts stated and allegations in said petition are, as he, the affiant believes, true.

Sworn to before me, and signed in my presence, this 4th day of September A.D. 1895.

Frank G. Fullington.  
Edward B. McFadden  
Notary Public in and for  
Franklin County, Ohio.



Answer  
6964

Fullington & Shields et al

Court of Common Pleas  
Franklin County, Ohio.

vs  
John H. Coleman et al

The defendants John H. Coleman, Walter E. Coleman and Walter Coleman by R. L. Goodburn their Attorney and an Attorney at Law of record in this Court, duly authorized thereof by the Warrant of Attorney embraced in the writ sued on in this suit, and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now come and waives the issuing and service of process in this action, and hereby enter their appearance herein; and said defendants by their 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 has in their petition set forth, and that the amount due upon said indebtedness at this day is the sum of One hundred and fifty dollars, bearing interest at 7 per cent. per annum, from April 20th 1895; and therefore, for that sum with interest from April 20th 1895, at 7 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.

R. L. Goodburn  
Attorney for Defendants.

Entry  
6964

Fullington & Shields et al

Court of Common Pleas  
Franklin County, Ohio.

vs  
John H. Coleman et al

This day came the plaintiffs by D. C. Ayers their Attorney, and filed their petition against said Defendants, and thereupon R. L. Goodburn 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, process shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiffs as they have in their petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiffs, on said indebtedness, the sum of One hundred and fifty four & 3/100 dollars, bearing interest at 7 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 Tullington & Shields and John S. Forman plaintiffs do recover of the said John K. Coleman, Mattie C. Coleman and Walter Coleman defendants the sum of One hundred and fifty four & 3/100 dollars so confessed, as aforesaid, with interest from September 16<sup>th</sup> 1890, at 7 per cent. per annum, and also costs in their behalf expended taxed to \$ and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendant waived and released.

Attest  
J. M. Powell  
Clerk.

Please continued and hold at the Court House in the presence within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Hon. John A. Rice Judge of said Court of the Term of September to-wit: On the 1<sup>st</sup> day of October in the year of our Lord One Thousand Eight Hundred and Ninety five.

Be it remembered that heretofore to-wit, on the 2<sup>nd</sup> day of January A. D. 1890; Henry Woodie, Administrator of William Woodie deceased, filed in the Clerk's office of the said Court of Common Pleas the following Petition against Samuel A. Hudson, Auditor of Union County, Ohio, H. C. Conkright, Treasurer of Union County, Ohio, and William T. Hoopes, Prosecuting Attorney of Union County Ohio to-wit:

Petition  
6849

Henry Woodie Admin<sup>or</sup> }  
vs }  
Samuel A. Hudson et al }  
Court of Common Pleas,  
Union County, Ohio.

Plaintiff, Henry Woodie for cause of action says: That he is the duly appointed and qualified administrator of the estate of William Woodie late of said County of Union, State of Ohio, deceased, by letters of Administration from the Probate Court of said County of Union and that he gave to the

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state a bond in a great sum of money with approved security.

That the defendant, the said Samuel A. Hudson is the duly elected and qualified and now acting Auditor of said County of Union.

That the defendant the said William T. Hoopes, is the duly elected and qualified and now acting Prosecuting Attorney of the said County of Union.

That the defendant H. C. Conkright is the duly elected and qualified and now acting Treasurer of the said County of Union.

This plaintiff further says that on the 18<sup>th</sup> day of October 1894, by the oaths of three fiducians more of the vicinity he caused the goods, chattels, notes, and moneys of his said intestate, the said William Woodie deceased to be appraised and the inventory thereof to be returned to the Probate Court of the said County of Union.

That said appraisers appraised said goods, chattels, notes, moneys etc. belonging to the said William Woodie deceased at the sum of \$28,000 and that the said William Woodie did seized in fee simple of about 306 acres of good land in said County which is reasonably worth \$10,000 making his whole estate reasonably worth about \$40,000.

Plaintiff further says that the Legislature of the State of Ohio at its regular session of 1894, on the 20<sup>th</sup> day of April of said year passed an act known as "House Bill 637" an act to impose a direct inheritance tax for the purpose of taxing the personal and real property of deceased persons and being on page 166, 167, 168, and 169, volume 91 of the Laws of Ohio, of the said Legislature of the State of Ohio.

That the tax on the estate of his said intestate under said Law will amount to a great many hundred dollars.

Plaintiff further claims and submits to the Court that said law as aforesaid is in contravention of Article 12, section 10 of the Constitution of the State of Ohio, and that it is unconstitutional and void, and the performance of the duties directed by said act to be performed by the said defendants S. A. Hudson, as Auditor, H. C. Conkright, as Treasurer, and William T. Hoopes as Prosecuting Attorney, will be an abuse of their official power.

Plaintiff further says that it is the duty of the defendant the said Samuel A. Hudson, Auditor as aforesaid, under said Law to place said tax upon the tax duplicate of said County, and that he is about to certify said tax upon the tax duplicate of said County, and it is the duty of the defendant H. C. Conkright as Treasurer as aforesaid to collect said amount so placed upon said tax duplicate, and he is proposing to collect the same, and that it is the duty of the said William T. Hoopes as Prosecuting Attorney as aforesaid to collect said tax so placed upon said duplicate by suit at law, and that he is about to institute said proceedings.

Plaintiff further says that it will be to his irreparable

injury if said tax is collected, and that he has no adequate remedy at law.

Wherefore this plaintiff prays that the Court will allow an injunction as follows:

1<sup>st</sup> - Restrain the said Samuel A. Hudson, as Auditor of said County from certifying the value of said estate and the amount of taxes due therefrom to the County Treasurer.

2<sup>nd</sup> - Restrain the said H. C. Conbright - as Treasurer aforesaid from collecting said tax of this plaintiff.

3<sup>d</sup> - That the said William T. Hoopes as Prosecuting Attorney as aforesaid be restrained from instituting any proceedings to collect the same in any Court of record and that upon final hearing of the cause, that said law may be declared unconstitutional and void, and that said injunction be made perpetual, and for any and all such relief as may be found by the Court equitable and just.

W. H. Murchant, Attorney for  
Henry Moody, Adm'r.

State of Ohio,  
Union County } ss:

Henry Moody Administrator of William Moody deceased, being first duly sworn, according to law, says the facts stated and allegations made in his foregoing petition are true.

Henry Moody.

Shown to before me, and subscribed in my presence this 2<sup>nd</sup> day of January A. D. 1890:

Seal

J. N. Gosnell, Clerk.

Afterward on the 2<sup>nd</sup> day of January A. D. 1890, the following order of Injunction was filed in the Clerk's office to-wit:

Henry Moody, Administrator of  
William Moody deceased.

Before the Probate Court:

Order of  
Injunction.

vs  
Samuel A. Hudson, Auditor of Union Co. O.  
H. C. Conbright, Treasurer of Union County Ohio,  
William T. Hoopes, Prosecuting Attorney of  
Union County Ohio.

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

And now on this second day of January 1890, came the plaintiff by William H. Murchant his Attorney, and it being made to appear that there is at this time no Common Pleas Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the Affidavit therewith 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 defendants or either of them from 1<sup>st</sup> Certifying the value of said Estate and the amount of taxes due therefrom to the County

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Treasurer under the act of the Legislature of Ohio, set forth in said petition; 2<sup>nd</sup>; Collecting said taxes from said plaintiff; 3<sup>rd</sup> Instituting legal proceedings to collect the same until the hearing of said cause by the Court of Common Pleas of said County of Union 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 injunctum allowed and also endorse with a statement of the nature of the injunctum prayed in said plaintiff, giving an undertaking to the said defendants conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of \$200<sup>00</sup>.

James Mc Campbell Probate Judge.

Afterward on the 9<sup>th</sup> day of January A.D. 1895; the following summons were issued to the Sheriff of Union County, to wit;

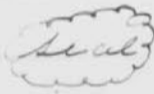
Summons.

The State of Ohio }  
Union County ss. } To the Sheriff of said County

You are hereby commanded to notify Samuel A. Hudson as Auditor of Union County, Ohio, that he has been sued by Henry Woodie, Administrator of William Woodie deceased, in the Court of Common Pleas, of Union County, and must answer by the 7<sup>th</sup> day of February A. D. 1895; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21<sup>st</sup> day of January A. D. 1895.

Witness my hand and the seal of said Court; this 9<sup>th</sup> day of January A. D. 1895;



L. N. Kosnell Clerk.  
By Geo. H. Kosnell Deputy.

Sheriff's Return.

The State of Ohio }  
Union County ss. }

|                |    |
|----------------|----|
| Sheriff's Fee  | 5  |
| Service Return | 60 |
| Mileage        | 16 |
| Copy           | 10 |
| Total          | 81 |

Received this writ January 9<sup>th</sup> A. D. 1895; at 4 O'clock P. M. and served same by handing a true copy of this writ with the indorsements thereon to Sam. A. Hudson Auditor of Union Co. O. personally on the 10<sup>th</sup> day of January A. D. 1895.  
Wm. J. Snodgrass Sheriff.

Afterward on the 9<sup>th</sup> day of January A. D. 1895; the following summons was issued to the Sheriff of said County to wit;

Summons.

The State of Ohio }  
Union County ss. } To the Sheriff of Union County.

You are hereby commanded to notify H. E. Conkright, Treasurer of Union County Ohio, that he has been sued by Henry Woodie Administrator of William Woodie deceased in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of February A. D. 1895; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21<sup>st</sup> day of January A.D. 1890.

Witness my hand and the seal of said Court, this 9<sup>th</sup> day of January A.D. 1890:

J. N. Gosnell Clerk.  
By Geo. A. Gosnell Deputy.

Sheriff's Return

|                                       |    |
|---------------------------------------|----|
| The State of Ohio<br>Union County ss. |    |
| Sheriff's Fees                        |    |
| Service & Return                      | 50 |
| Mileage                               | 16 |
| Copy                                  | 15 |
| Total                                 | 81 |

Received this writ January 9<sup>th</sup> A.D. 1890; at 4 O'clock P.M. and served same by leaving a true copy of this writ with the indorsements thereon at the office of the County Treasurer H. E. Conbright on the 10<sup>th</sup> day of January A.D. 1890.  
Wm. Snodgrass Sheriff.

Afterward on the 9<sup>th</sup> day of January A.D. 1890; the following summons was issued to the Sheriff of said County to wit:

Summons.

The State of Ohio,  
Union County ss. } To the Sheriff of said County.

You are hereby commanded to notify William T. Hoopes Prosecuting Attorney that he has been sued by Henry Woodie Adm'r of William Woodie deceased, in the Court of Common Pleas of Union County, and must answer by the 9<sup>th</sup> day of February A.D. 1890; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21<sup>st</sup> day of January A.D. 1890.

Witness my hand and the seal of said Court, this 9<sup>th</sup> day of January A.D. 1890:

*(Seal)*

J. N. Gosnell Clerk.  
By Geo. A. Gosnell Deputy.

Sheriff's Return

|                                       |    |
|---------------------------------------|----|
| The State of Ohio<br>Union County ss. |    |
| Sheriff's Fees                        |    |
| Service & Return                      | 50 |
| Mileage                               | 16 |
| Copy                                  | 15 |
| Total                                 | 81 |

Received this writ January 9<sup>th</sup> A.D. 1890; at 4 O'clock P.M. and served same by handing a true copy of this writ with the indorsements thereon to the within named William T. Hoopes Prosecuting Attorney personally on the 9<sup>th</sup> day of January A.D. 1890.  
Wm. Snodgrass Sheriff.

Afterward on the 11<sup>th</sup> day of March A.D. 1890; the following entry was filed in the Clerk's office to-wit:

Entry- 6849

Henry Woodie, Adm'r  
vs  
Geo. A. Hudson et al

Court of Common Pleas  
Union County, Ohio.

This case came on to be heard on motion of defendant for leave to file answer and leave given for 30 days to file answer.

W. T. Hoopes.

Entry- 6849

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Entry-  
6849

Afterward on the 1<sup>st</sup> day of October A.D. 1895; the following Entry was filed by the Clerk of this Court to-wit:

Henry Goodie Admr. vs Samuel A. Hudson et al  
Court of Common Pleas, County of Union.

This day this cause coming on to be heard on the petition and evidence and the arguments of the Counsel, the Court find that the defendants have been duly served with summons in this case, and that the allegations in said petition are true, and it is ordered and decreed by the Court that said injunction be made perpetual, and that the plaintiff pay the costs herein taxed at \$ for which execution is awarded.

Attest  
J. M. Gosnell  
Clerk

Beare 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 Hon. John F. Reice Judge of said Court of the Term of September term: On the 3<sup>rd</sup> day of September in the year of our Lord, One Thousand Eight-Hundred and Ninety five.

Be it remembered that heretofore to-wit, on the 3<sup>rd</sup> day of October A.D. 1895; The Connecticut Mutual Life Insurance Company filed in the Clerk's office of the said Court of Common Pleas the following Petition against George H. Conner et al to-wit:

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

Petition  
6957

The Connecticut Mutual Life Insurance Company, vs George H. Conner and Lillian Conner his wife, Marion Hopkins and C. L. Southard, The Farmers Bank The Union Banking Company - and Maria S. Liggitt the widow of Luther Liggitt deceased & William L. Snodgrass Ed Lide C. Boylan

Petition for money, Sale of mortgaged Lands, and Relief.

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 21<sup>st</sup> day of August A.D. 1889, the said Luther Liggitt made, executed and delivered to plaintiff his certain principal promissory note, a true copy of which, with all the credits and endorsements thereon, is in the words and figures following to-wit:

No. \$4000.00.

First Mortgage Note and Coupons.  
Marysville Ohio, August-21<sup>st</sup>, 1889.

Five years after date I promise to pay to the order of the Connecticut Mutual Life Insurance Company Four Thousand 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 interest notes hereto attached which, with this Principal note are secured by first lien on property described in the mortgage deed given to secure the same. This note is payable without grace. The maker has the right to prepay this note in installments of \$100. or any multiple thereof at any interest pay-day and such payment shall stop interest at the rate of six per cent. per annum on the amount so paid, from the time of such payment.

Luther Liggitt.

That this plaintiff is now the legal owner and holder of said promissory note, and that no payments have been made thereon and the same is due and wholly unpaid.

That said defendant George G. Conner assumed the payment of said note as a part of the purchase money for lands herein set forth.

That there is now due plaintiff on said promissory note from the defendant George G. Conner the sum of Four thousand Dollars (\$4000<sup>00</sup>) with interest on \$4000<sup>00</sup> thereof at the rate of 8 per cent. per annum, payable annually, from the 21<sup>st</sup> day of August A.D. 1894 for which amount plaintiff asks judgment.

For second Cause of Action the plaintiff says:

That all allegations and averments made in respect to said promissory note set forth in its first cause of action, are hereby made a part of this its second cause of action.

That in order to secure the payment of said promissory note, set forth in its said first cause of action; and the interest accruing thereon the said Luther Liggitt, and his wife, deft. Maria Liggitt, executed, acknowledged and delivered to the plaintiff, The Connecticut Mutual Life Insurance Company their mortgage deed, on said 21<sup>st</sup> day of August A.D. 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:

Situate in the Township of Mill Creek, County of Anson, and State of Ohio, and known as a part of military survey numbered 1394 and 3956 and bounded and described as follows, viz:

A part of survey 1394 which is described by metes and bounds as follows to wit: Beginning at a stake in the north line of said survey, and east of fifty (50) acre lot sold to David Baughman; thence S. 81° 31' E. 278<sup>00</sup> poles to a stake corner to a tract of land sold by John B. Rogers to Joseph Cole; thence S. 112° 15' E. 105<sup>00</sup> poles to a stake in the North line of land formerly owned by Sherwood; thence south 81° 30' W. 271<sup>00</sup> poles to a stake corner to land formerly owned by Baughman; thence in a North westerly direction

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to the place of beginning; also the following tract viz: A part of survey number 3956 and bounded and described as follows to wit: Beginning at the south west corner of Luther Liggitts and in the south line of said survey, thence with the survey line N. 81° E. 45 poles to a sycamore stump, and stone; thence N. 10° W. 10 3/4 poles to a stake, thence S. 81° W. 45 poles to a stake in the center of the road; thence S. 10° E. 10 3/4 poles to the place of beginning containing in all one hundred and eighty three (183) acres be the same more or less; said lands being the same real estate formerly owned by John C. Rogers and known as the John C. Rogers Farm in Mill Creek Township.

That since the execution of the said mortgage the said Luther Liggitts died, but that prior to his death, he conveyed by deed said mortgaged premises to the said George H. Connor.

The said defendant Maria Liggitts wife of Luther Liggitts 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 18th day of September A.D. 1889, at 8 o'clock, 10 minutes A.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 28 page 132 of Records of Mortgage Deeds, on the 20th day of September A.D. 1889.

Said Mortgage deed has a certain condition therein written, that if the said grantors their heirs, assigns, executors or administrators, shall well and truly pay said promissory note, together with said Coupon Interest notes as they should severally become due, and the interest accruing thereon, according to the tenor and effects 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 nonpayment of said promissory note 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 interests 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 same attached thereto.

Wherefore, the plaintiff, The Connecticut Mutual Life Insurance Company,

prays judgment against the said defendants George V. Conner for said sum of Four thousand dollars (\$4000<sup>00</sup>) with interest on \$4000<sup>00</sup> thereof at the rate of eight per centum per annum, payable semi annually from the 21<sup>st</sup> day of August A.D. 1894.

And the plaintiff further prays that the priority of the several liens and claims on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first to the payment of taxes if any accrued 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 judgment 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 Company.

By J. H. Kunkade and  
Holstein & Barrett

its Attorneys.

The State of Ohio }  
Union County } ss:

Chas. L. Holstein being first 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 from Indiana and Ohio as well, and that the matters and things alleged and set forth in the within and foregoing petition are true, as he verily believes.

Charles L. Holstein.

Sworn to by the said Charles L. Holstein before me, and by him subscribed in my presence, this 3<sup>rd</sup> day of September A.D. 1890.



William B. Hubbard  
Notary Public  
Union County, Ohio.

The State of Ohio }  
Union County } ss:

The Connecticut Mutual Life Insurance Company.

George Conner et al.

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

To the Clerk of said County:

For said defendants directed to the Sheriff of Union County, Ohio, and returnable according to law.

Recife. 6957

Entry- 6957

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Endorse: Action for money, sale of mortgaged lands, and Relief.  
Amount claimed, \$4000<sup>00</sup>, with interest on \$4000<sup>00</sup> thereof at the rate of 5 per centum per annum from the 21<sup>st</sup> day of August-1894.

Sept. 3<sup>d</sup> 1895. The Connecticut Mutual Life Insurance Company,  
By J. H. Hunkade and Holstein Ed Barrett  
its Attorneys.

Waverlyville O. September 7<sup>th</sup> 1895.

We the undersigned defendants in case of The Conn. Mut. Life Ins. Co. vs George Connor et al. Court of Common Pleas Union County, Ohio, do hereby waive the issuing and service of process and enter our appearance in said case.

The Union Banking Company  
per C. S. Davis Cashier.  
Wm. H. Anderson  
Lida C. Boylan.

Afterward on the 9<sup>th</sup> day of September A.D. 1895, the following summons was filed in the Clerks office to wit:

The State of Ohio }  
Union County ss } To the Sheriff of Union County;

You are hereby summoned to notify George H. Connor, Lillian Connor and Maria S. Liggitt that they have been sued by the Connecticut Mutual Life Insurance Company in the Court of Common Pleas of Union County, and must answer by the 12<sup>th</sup> day of October A.D. 1895; or the petition of the said Plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23<sup>rd</sup> day of September A.D. 1895.

Witness my hand and the seal of said Court, this  
9<sup>th</sup> day of September A.D. 1895.  
J. M. Gosnell Clerk.

We the undersigned defendants herein, do hereby waive the service of process and enter our appearance herein and waiving time do confess judgment and consent to decree being prayed for entered as prayed for in plaintiffs petition - Sept-9, 1895.

Geo Connor  
Lillian Connor  
Maria S. Liggitt.

Afterward on the 3<sup>rd</sup> day of Oct. 1895, the following entry was filed in the Clerks office of said County to wit:

The Connecticut Mutual Life Insurance Company.

Journal 17-Page 297.

vs  
George H. Connor et al

This cause now coming on for hearing upon the petition of the plaintiff and the evidence.

Waverly

Entry-  
6957

The Court find that the defendants George D. Connor, Lillian Connor his wife and Maria S. Liggitt have entered their appearance herein, and waived time and consented to a decree being entered as prayed for in plaintiffs petition, 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.

The Court do further find that there is due the plaintiff The Connecticut Mutual Life Insurance Company from the defendant George D. Connor upon the note set forth in the petition of the plaintiff, with interest at eight per cent per annum payable annually to the first day of this term, the sum of (\$4387<sup>10</sup>/<sub>100</sub>).

The Court further finds that one Luther Liggitt made executed and delivered said note to the plaintiff herein, and that said defendant George D. Connor assumed the payment thereof.

The Court further find that in order to secure the payment of said note, the said Luther Liggitt and his wife, the defendant Maria S. Liggitt executed and delivered to the plaintiff The Connecticut Mutual Life Insurance Company their certain mortgage due as in said petition described and on the premises therein described.

Said mortgage deed was duly recorded in Book 28, page 132 of the record of mortgages of Union County Ohio, and is a good and valid first lien on the premises described in the petition.

The Court further finds that said defendant George D. Connor afterwards became the purchaser of the said lands subject to the said mortgage.

The Court further finds 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 defendant George D. Connor the said sum of \$4387<sup>10</sup>/<sub>100</sub> and plaintiffs costs herein expended.

And it is further ordered, adjudged and decreed that unless the defendant shall within 10 days from the entry of this decree pay, or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest thereon at the rate of 8% from the first day of this term to-wit, from the 9th day of September 1890.

The defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue thereon 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.

J.H.K.

Attest  
J.M. Gosnell  
Clerk.

Petition  
6926

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Please continue 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 Hon. John A. Rice Judge of said Court of the term of September to-wit; on the 3<sup>rd</sup> day of October A.D. 1895;

Be it remembered that heretofore to-wit; on the 21<sup>st</sup> day of June A.D. 1895, Sattie M. Baker filed in the Clerk's Office of the said Court of Common Pleas the following Petition for Divorce against Albert M. Baker, to-wit;

Petition  
6926

Sattie M. Baker }  
vs }  
Albert M. Baker }

In Court of Common Pleas,  
Union County Ohio.

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

She was married to the defendant on the 2<sup>nd</sup> day of November 1892. Three children, being one son and two daughters, were born of such marriage, to-wit; Pearl, aged ten years; Bertha, aged five years; and Grace aged two years.

The defendant has been guilty of extreme cruelty toward plaintiff in this, that on or about the 2<sup>nd</sup> day of December, 1894, he struck and beat her with a buggy whip, and choked, jerked and pushed her; and again on or about the 27<sup>th</sup> day of May, 1895, he kicked, jerked and pushed her; and in this also, that on or about the 1<sup>st</sup> day of August, 1893, and at many and various other times during the said year of 1893, he forcibly required and compelled her to submit to excessive sexual intercourse with him when she was not in physical or mental condition therefor, but was at such times suffering from female complaints resulting from the birth of her aforesaid youngest child which greatly inflamed and weakened her sexual organs and irritated her nervous system and mind, and by so doing he impaired her health of body and health and peace of mind and needlessly inflicted bodily and mental pain and injury upon her.

Plaintiff and defendant hold jointly the entire legal title by purchase to the following described real estate, to-wit: Situate in the Township of Jackson, County of Union, state of Ohio, and in Subdivison Survey No. 3473, and bounded as follows: Beginning at a stake and stone, S. E. corner of H. McMahan's land, thence N. 10 1/2° W. 162 poles to the center of the road; thence N. 80° E. 36.73 poles to a point in the center of said road; thence S. 9° E. 162 poles to a stake; thence S. 80° W. 31.62 poles to the place of beginning, containing thirty-four and three-fifths (34 3/5) acres.

The consideration paid by them for said land was thirteen hundred dollars (\$1300.00), of which consideration money plaintiff furnished and paid eight-hundred and fifty dollars (\$850.00) out of her own separate means and estate, to-wit: out of the proceeds of the sale of certain real estate of which she came into ownership and possession on or about the 8<sup>th</sup> day of October, 1884, as her inheritance from her deceased father's estate;

and she and defendant executed notes and secured them by mortgage upon said above described land for the remaining four hundred and fifty dollars (\$450.00) of the consideration money therefor to be paid, which mortgage debt they have fully paid by their joint efforts and earnings upon and from the products of said land, and plaintiffs industry and careful and economic management contributed largely to their ability to pay said debt and to the money by which it was paid.

In the deed conveying said real estate to plaintiff and defendant the grantees are designated by the following words: "Albert M. Baker and his wife, Sattie M. Baker;" and it was not therein specified what portion of said land each or either of said grantees should receive and own, but it was understood and intended by them at the time said deed was executed that plaintiff should have and hold an equitable interest in said land sufficient to fully secure and be equivalent to the money so furnished and paid therefor by her out of her separate estate as above stated.

Defendant is also possessed of and owns two horses, one cow, one calf, about twenty head of hogs, one two-horse wagon, one single buggy, and growing crops as follows, to-wit: twenty acres of corn, fourteen acres of wheat, four acres of oats, and four acres of grass.

Wherefore the plaintiff prays that the marriage contract subsisting between her and said defendant be dissolved, and that she be granted a divorce from him; that she may have the custody of said children; that the equivalent of the estate she brought to the defendant, together with reasonable alimony, be adjudged to her in fee simple out of the above described real estate; or that said real estate be ordered sold and she decreed to be paid out of the proceeds thereof the said sum of eight hundred and fifty dollars (\$850.00) as her separate estate, and such further sum as the Court may adjudge as her reasonable alimony; that the defendant be restrained by temporary injunction from in any wise disposing of or encumbering any part of the real estate or personal property hereinbefore mentioned, until the final determination of this action; and for all other and further relief that may be deemed suitable and proper by the Court:

J. T. Gillar  
Atty. for Plf.

State of Ohio }  
County of Union } ss.

Sattie M. Baker, being first duly sworn, says that she is plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing petition are, as she verily believes, true.  
Sattie M. Baker.

Sworn and subscribed to before me this 20th day of June, 1890.

George Smith  
Notary Public.

Seal

Summons.

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Affidavit.  
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Summons.

The State of Ohio } To the Sheriff of  
Union County ss. } Union County Ohio.

You are commanded to notify Albert M. Baker that Sattie M. Baker 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 extreme cruelty, and asking that she may be divorced from him, and that he is hereby restrained from disposing or encumbering his property 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 1<sup>st</sup> day of July A. D. 1895.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court - at Marysville this 21<sup>st</sup> day of June A. D. 1895:  
J. K. Gosnell Clerk.

Sheriff's Return.

The State of Ohio }  
Union County ss. }

|               |         |
|---------------|---------|
| Sheriff's Fee | \$ 25   |
| Service       | 25      |
| Copy          | 15      |
| Mileage       | 6.08    |
| Return        | 25      |
| Total         | \$ 6.73 |

Received 10 O'clock A.M. on the 22<sup>nd</sup> day of June, A. D. 1895; and on the 27<sup>th</sup> day of June A. D. 1895, I served the same by leaving a true copy thereof of this writ with the undersigned return together with a copy of the petition at the usual place of Albert Baker.  
Wm. S. Swadlow Sheriff.

Affidavit.  
6926

On the 21<sup>st</sup> day of June A. D. 1895; the following Affidavit was filed in the Clerk's office to-wit:

Sattie M. Baker } In Court of Common Pleas  
vs } Union County, Ohio.  
Albert M. Baker }

State of Ohio, County of Union ss:  
Sattie M. Baker being first duly sworn, states that she is plaintiff in the above entitled action; that she seeks a divorce, alimony and other equitable relief to-wit; that the defendant holds the legal title to an undivided half interest in thirty-four and three-fifths acres of real estate described in plaintiff's petition filed in said action; and also owns and is possessed of the following personal property to-wit: two horses, one cow, one calf, about twenty head of hogs, one two-horse wagon, one single buggy, about twenty acres of growing corn, about fourteen acres of growing wheat, about four acres of growing oats, and about four acres of growing grass; and that defendant is endeavoring and about to dispose of a part of said property, as affiant believes, with the intent to defeat her in obtaining alimony to-wit:  
Sattie M. Baker.  
and further saith not.

Sworn to and subscribed before me this 20<sup>th</sup> day of June A. D. 1895:  
George Smith  
Notary Public.

Entry.  
Temporary  
Injunction.  
6926

On the 21<sup>st</sup> day of June A.D. 1890; the following Entry  
was filed in the Clerk's office to wit:

Sattie M. Baker }  
vs }  
Albert M. Baker }  
In Court of Common Pleas  
Union County, Ohio.

On motion of the plaintiff, by her Attorney, and  
good cause being shown therefor, it is ordered this 21<sup>st</sup> day of June,  
1890; that an injunction be allowed to issue herein enjoining the  
said defendant from in any manner disposing of or incumber-  
ing the whole or any part of his real and personal property men-  
tioned in plaintiff's petition herein, until the further order of  
this Court; and that plaintiff be not required to give bond herefor.

John A. Price  
Judge of Court of Common Pleas.

Notice.  
6926

Afterward on the 3<sup>rd</sup> day of July A.D. 1890; the following  
Notice was filed in the Clerk's office to wit:

Sattie M. Baker }  
vs }  
Albert M. Baker }  
Court of Common Pleas  
Union County, Ohio.

Defendant is hereby notified that on the 9<sup>th</sup> day  
of July, 1890; at the City of Bellfontaine, Ohio, plaintiff will apply  
to Hon. John A. Price, Judge of said Court, for an order granting  
her temporary custody of her children named in her petition herein,  
and that affidavits will be used on said hearing.

Dated this first day of July, 1890.

J. F. Kullan  
Atty. for Plf.

The above notice accepted and formal service thereof  
waived this 2<sup>nd</sup> day of July, 1890.

Cameron & Cameron  
Attys. for def

Motion  
6926

Sattie M. Baker }  
vs }  
Albert M. Baker }  
Court of Common Pleas,  
Union County Ohio.

Plaintiff moves the Court for an order granting  
her temporary custody of her children named in her petition  
herein filed until the question of their custody may be finally  
determined by Court.

J. F. Kullan,  
Atty. for Plf.

Motion  
6926

Sattie M. Baker }  
vs }  
Albert M. Baker }  
Court of Common Pleas  
Union County, Ohio.

Now comes the defendant by his Attorneys and moves the  
Court to modify the injunction granted in this case. That the  
defendant may be allowed to sell his crop of wheat and oats and other  
personal property, the money therefor being necessary to meet expenses and defray in-  
debtedness as set up in the affidavit accompanying this motion. Cameron & Cameron  
Attys for Def.

Affidavit.  
6926

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Hattie M. Baker }  
vs }  
Albert L. Baker }  
Court of Common Pleas  
Lennox County, Ohio.

The State of Ohio, Lennox County ss:

Albert L. Baker defendant-  
Being first duly sworn says; that the injunction heretofore granted  
in this case is oppressive and ought to be modified for the  
following reasons.

The defendant has the care of the two youngest children and  
is now in the midst of cultivating and harvesting his crops.

That the wheat and oats mentioned in the petition will soon  
be ready to cut and market; and it will be necessary for the  
defendant to sell the same in order to assist him in sub-  
sisting and raising the other crops by him put out;

It will further be necessary to have means to pay existing  
indebtedness.

The defendant is indebted to the following persons in the  
following amounts to wit:

- To the Bank of Richmond in the sum of \$110, due March 4<sup>th</sup>, 1896,
- To the Bank of Richmond in the sum of \$80, due August 1<sup>st</sup> 1896;
- To Robt. Gillison's estate for money loaned to build house \$50,
- To Sam Adams for saw bill \$9.50.
- To Lurch Thornhill for hardware for house \$25.
- To Jacob Temple by chattel mortgage on cow \$30.

The defendant says that in order to save as much of his  
property as he can for the maintenance of himself and his children  
and the payment of his debts he desires to finish cultivating his crop  
of corn and feed the same to his hogs. But the wheat should be  
sold now, or as soon as thrashed so as to enable the defendant to  
meet his obligations and support his children. About half of the growing  
wheat is on rented land, and the defendant has to pay one-third  
of the same for rent.

The defendant has no money on hand or means of subsistence  
other than said property, and to enable him to care for the same it  
will be necessary to have said injunction modified.

The defendant asks the Court for an order modifying the said  
injunction so as to permit him to sell and dispose of such personal  
property as may be necessary to enable him to meet his obligations  
and subsist and raise his children.

The plaintiff is abundantly protected in all her rights by  
the injunction on said land. And further the defendant saith  
not:

A. L. Baker.

Sworn to before me and signed in my presence this  
29<sup>th</sup> day of June 1896.

seal

J. M. Howell Clerk.

Affidavit  
of  
Plaintiff.  
6926

On the 3<sup>rd</sup> day of July A.D. 1890; the following Affidavit  
was filed in the Clerk's office to-wit:

Sattie K. Baker }  
vs }  
Albert K. Baker }  
In Court of Common Pleas  
Union County, Ohio

State of Ohio, Union County ss:

Sattie K. Baker being first duly sworn deposes and says, that she is plaintiff in the above entitled action; that she brought to defendant as her inheritance from her father's estate Eighteen and two fifth acres of land; that she and defendant sold said land for \$500<sup>00</sup>, and purchased the land described in plaintiff's petition at a consideration of \$1300<sup>00</sup>, that she paid the amount \$800<sup>00</sup> thereon, and that they paid the remaining \$460<sup>00</sup> by their joint efforts and earnings, and that they hold the legal title thereto jointly; that of the crops described as defendant's property in her petition herein the following are growing upon their said joint land to-wit; six acres of oats, seven acres of wheat, and five acres of corn; that the defendant owns the following growing crops not on said land, to-wit; fifteen acres of corn, seven acres of wheat, and four acres of grass.

Affiant claims an interest in the aforesaid crops growing upon the lands described in her petition for the reason that she owns the legal title to an undivided half interest in said lands and claims an equity equivalent to \$500<sup>00</sup> thereon; and further says she has no means except her said interest in said lands and crops, and that she needs the proceeds from said crops for her own and her children's support and her necessary expenses herein incurred.

Sattie K. Baker.

Sworn and subscribed to before me this 2<sup>nd</sup> day of July, 1890.

*(Seal)*

George Smith  
Notary Public.

On the 3<sup>rd</sup> day of July A.D. 1890; the following Affidavit was filed to-wit:

Sattie K. Baker }  
vs }  
Albert K. Baker }  
Court of Common Pleas, Union County, Ohio.

State of Ohio }  
Union County } ss

Sattie K. Baker being first duly sworn deposes and says, that she is plaintiff in the above entitled action; that she is living separate and apart from her husband, the defendant, for the reason that she can not endure his cruel and abusive treatment; that they have been living separate and apart from about the first day of June last; that said defendant is residing alone upon the premises of plaintiff and defendant described in plaintiff's petition herein, that plaintiff is residing with her mother, Martha Wallace, who is quite hale and strong and is a widow and owns and resides forty-five acres of well improved land unincumbered, and has considerable

6926  
Affidavit  
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Affidavit  
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Martha  
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6926

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Affidavit of  
Thomas  
Wallace.

Filed  
Sattie  
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other means and is in good circumstances; that plaintiff says Pearl is staying with her at her said mother's home; that when she left her said husband it was immediately after and because he had struck and severely beaten her; that he forcibly prevented her from taking with her her youngest two children, Bertha and Isaac, aged respectively five years and two years; that she is informed that said children are at the home of defendant's father, Lewis Baker, about two miles from where defendant resides; that said Lewis Baker is a widower, and his unmarried son and maiden daughter make their home with him; and that plaintiff believes that they or any of them are not suitable persons to have charge of her said children; and that it would be for the best interest of said children that they should not have the custody of them; that plaintiff is willing and able to assume the custody of said children; and that she believes they are in much need of a mother's care.

Sattie G. Baker

Sworn and subscribed to before me, this 22<sup>nd</sup> day of July, 1896:



George Smith  
Notary Public.

Filed July 3<sup>rd</sup> A.D. 1896;

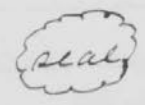
Sattie G. Baker | Court of Common Pleas  
vs | Linn County, Ohio.  
Albert G. Baker

State of Ohio }  
Linn County } ss:

Martha Wallace being first duly sworn, deposes and says that she is mother to the defendant-plaintiff in the above entitled action; that said daughter and eldest child of said daughter are now living with her; that she believes it would be for the best interests of the said daughter's other children that they should also be permitted to be with her and that she should have their custody and that such is affiant's desire.

Martha Wallace.

Sworn and subscribed to before me this 22<sup>nd</sup> day of July, 1896:



George Smith  
Notary Public.

Filed July 3<sup>rd</sup> A.D. 1896;

Sattie G. Baker | Court of Common Pleas  
vs | Linn County, Ohio.  
Albert G. Baker

State of Ohio }  
Linn County } ss:

Thomas Wallace being first duly sworn, deposes and says that he is brother to the plaintiff in the above entitled action; that he is unmarried and resides with

Affidavit of Martha Wallace. 6926

Affidavit of Thomas Wallace.

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his mother Martha Wallace, a widow who owns and resides upon  
 forty-five acres of well improved land in Clairborne Township,  
 Union County, Ohio; that she is hale and strong, and in good  
 circumstances; that affiant owns twenty seven acres of land  
 adjoining his mother's said land; that he farms said lands  
 under a certain agreement with his mother as to her part  
 thereto; that he is willing and desirous that his said sister  
 the plaintiff, should bring all of her said <sup>own</sup> children to his  
 mother's home and there reside with them, and that he believes  
 it would be for the best interest of said children that she  
 should do so; that he is informed that the youngest two  
 of said children are at the home of their father's father,  
 Lewis Baker and that he does not believe it is for their best  
 interests that they should be permitted to remain there-

Thomas Wallace.

Sworn and subscribed to before me this 2<sup>nd</sup> day of July A. D. 1890.

Seal

George Smith  
Notary Public.

Affidavit of  
Thomas  
Wallace.  
6926

Filed July 8<sup>th</sup> 1890.

Sallie M. Baker  
Plf.

Court of Common Pleas  
Union County, Ohio.

vs  
Albert M. Baker  
Defl.

State of Ohio }  
Union County } ss

Thomas Wallace being first duly sworn  
 deposes and says that he is brother to the plaintiff in the  
 above entitled action; that his sister said Sallie M. Baker,  
 received from her father's estate after her marriage to defen-  
 dant Eighteen and two-fifths acres of land; that she and  
 defendant afterward sold said land, and that the proceeds  
 thereof went toward paying for the land upon which they  
 since resided until they separated about June 1<sup>st</sup>, 1890, and  
 upon which defendant still resides; that affiant is well acqu-  
 ainted with said land and knows that the following crops  
 are now growing thereon, to wit: Six acres of oats, seven acres  
 of wheat, and five acres of corn; and that said Sallie M.  
 Baker has no other means than her interest in said lands  
 and crops, all of which she needs for the support of herself  
 and children.

Thomas Wallace.

Sworn and subscribed to before me this second day of  
July, 1890;

Seal

George Smith  
Notary Public.

Affidavit of  
Sallie Baker.  
6926

Filed  
Sallie  
Albert

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Affidavit of  
Plaintiff.  
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Affidavit  
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Affidavit of Pearl Baker 6926

Filed July 3<sup>d</sup> 1895,  
Lettie M. Baker }  
vs } Court of Common Pleas,  
Albert M. Baker } Union County Ohio.  
State of Ohio }  
Union County }

Pearl Baker being first duly sworn deposes and says, that said Lettie M. Baker and Albert M. Baker are his mother and father; that they are now living separate and apart; that he is over ten years of age; and that he has chosen and hereby does of his own free will choose to live with his mother Lettie M. Baker.

Pearl Baker.  
Subscribed and sworn to before me this 2<sup>nd</sup> day of July, 1895.  
George Smith  
Notary Public.

Affidavit of Plaintiff 6926

Afterward on the 8<sup>th</sup> day of July A. D. 1895, the following Affidavit was filed in the Clerk's office to wit:  
Lettie M. Baker }  
vs } Court of Common Pleas,  
Albert M. Baker } Union County, Ohio.  
State of Ohio }  
Union County } ss;

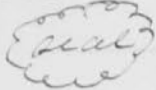
Lettie M. Baker, being first duly sworn deposes and says, that she is plaintiff in the above entitled action and that on the fourth day of July last-past she attended a public gathering called a picnic held in a grove upon the farm of Charles W. Elroy in York Township, of said County and state; that there was present at said picnic one Mrs Jacob Temple, a sister of defendant who had with her and had charge of the second child of affiant; Bertha Baker; that affiant had not seen or been permitted to see said child since about the first of June last-past, and desired to careen and speak to her, but was prevented from so doing by being forcibly pushed out of the way twice by said Mrs Jacob Temple, who then and there commanded affiant to "hold on" and to "stand back" Affiant then asked to be permitted to speak to her child, to which request said Mrs Temple replied No, you can't speak to her, stand back.

Affiant further says that said Mrs Temple, Lewis Baker, Callen Baker and Andrew Baker, the three last-mentioned being father sister and brother respectively to defendant, have the custody of her said child and of her youngest child, Grace, but two years old; that they have each and all conceived a very great dislike for affiant without just cause and have given her to understand by words and acts that she would not be welcome to visit them and would not be permitted to enter their houses; that affiant has cause to believe that they are prejudicing her said children against her; and that she has not been permitted to have any intercourse with them since about June 1<sup>st</sup> last, and that she cannot have any

intercourse with them or access to them so long as they are permitted to remain in the custody of the persons above named.

Sattie K. Baker.

Sworn and subscribed to before me this 6th day of July, 1895.



H. V. Spicer  
Notary Public.

this 6th

Affidavit  
of Lewis  
Baker.  
6926

Filed  
Sattie  
Albert

Affidavit  
of defendant  
6926

Filed July 8th 1895;

Sattie K. Baker

vs

Albert K. Baker

Court of Common Pleas,  
Linn County Ohio.

State of Ohio }  
Linn County } ss:

Albert K. Baker being first duly sworn deposes and says that he is the defendant in the above entitled cause, that he resides in his residence where plaintiff and defendant both resided before plaintiff left; that plaintiff did not have to leave defendant because of his cruelty, but on the contrary affiant has always tried to live in peace with the plaintiff; that plaintiff is of a very quarrelsome disposition and before she left defendant was continually talking about defendant and his people and would give defendant no peace;

Affiant says that the plaintiff taught their oldest child to hate his father and used every means in her power to persuade the two youngest children to do the same.

Affiant says the plaintiff left him of her own free will taking their oldest child and leaving the two youngest children with affiant.

Affiant placed the youngest daughter Grace Baker in the care of his father Lewis Baker and his unmarried sister Mary Lulla Baker where they could have a good living and all the care of a mother; that since said child has been with the said Lewis Baker she has been contented and happy and has had good care and attention.

Affiant placed his eldest daughter in the care of his sister Blanch R. Temple where she could have a pleasant home and all the care and attention a mother could give that said children have both been ~~happy~~ happy and contented in their present homes than they ever were under control of the plaintiff.

That affiant has reason to believe that if the plaintiff is given temporary control of the said children pending this action she will use every means in her power to teach said children to hate affiant.

That said children are now both in care of good and strong women able and willing to give them every care and attention.

Affiant believes it will be for the best interest of said children that they remain in their present homes and be not given into the custody and control of plaintiff

Albert K. Baker.

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Affidavit  
of Lewis J.  
Temple.  
6926

Filed  
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Signed in my presence and sworn to before me  
this 6<sup>th</sup> day of July, 1895.

A. Cheney  
Justice of the Peace.

Affidavit  
of Lewis  
Baker.  
6926

Filed July 8<sup>th</sup> 1895;  
Sattie M. Baker }  
vs }  
Albert M. Baker }

Court of Common Pleas  
Union County, Ohio.

State of Ohio }  
Union County } ss:

Lewis Baker being first duly sworn deposes  
and says as follows, that he is the father of Albert M. Baker,  
the defendant in the above entitled cause; that he resides upon  
his farm of about 70 acres in Jackson Township Union County,  
Ohio, that said farm is well improved that said farm is  
well improved and has a comfortable home upon the same,  
that the affiant is a widower and has for his housekeeper his  
daughter, Mary Lulla Baker also is well and strong and perfect-  
ly able to take care of the child of said defendant who is now  
in their control.

That affiant is able to supply all the wants of said child,  
and is willing and desirous of so doing.

That said child is contented and happy in the home of  
affiant, and affiant believes that it will be for the best interest  
of said child that she remain with him.

Affiant is willing that the plaintiff Sattie M. Baker should  
call at his home and see the child as often as she desires so  
long as she comes in a quiet and peaceful manner and not  
to quarrel with the affiant.

Lewis Baker  
mark

Sworn to before me and signed in my presence this 6<sup>th</sup>  
day of July, 1895.

A. Cheney  
Justice of the Peace.

Affidavit  
of Lewis J.  
Temple.  
6926

Filed July 8<sup>th</sup> 1895;  
Sattie M. Baker }  
vs }  
Albert M. Baker }

Court of Common Pleas,  
Union County, Ohio.

State of Ohio }  
Union County } ss:

Lewis J. Temple being first duly sworn deposes  
and says as follows; that he is the husband of Blanch R. Temple  
and a brother-in-law of the defendant in this action; that Bertha  
Baker a daughter of the plaintiff and defendant in this action is now  
at his home near Piquette Ohio.

That since said child has been at the home of affiant she

has been contented and happy and has had every care and atten-  
tion.

That affiant is willing and able to give said child a good living  
and take care of said child and such is affiant's desire.

That affiant does not believe said child would be any other  
contented or happy if taken to the home of her mother and affiant  
believes that it is for the best interest of said child that she remain  
at the home of affiant.

Affiant is willing and has never refused to let the plaintiff visit  
said child as often as she wishes

L. J. Temple

Signed in my presence and sworn to before me this 5<sup>th</sup> day  
of July 1895-

D. C. Thurston J. P.

Afterward on the 11<sup>th</sup> day of July A. D. 1895, the following  
Entry was filed in the Clerk's Office of said County to-wit:

Entry  
6926

Sattie M. Baker | Court of Common Pleas  
vs | Union County, Ohio  
Albert M. Baker

This cause coming on for hearing this 9<sup>th</sup> day of July,  
1895, before the Judge of said Court at Chambers upon the motion  
of defendant to modify the temporary injunction heretofore granted  
and upon the motion of plaintiff to be granted temporary custody  
of her children named in her petition, the said Judge, after hear-  
ing evidence and argument of Counsel upon said motion, and  
upon due consideration orders that injunction heretofore granted  
be so modified as to permit defendant to dispose of his wheat  
and oats crops that are growing upon lands other than those of  
plaintiff and defendant and five sixths of the wheat and oats crops  
that are growing upon their joint lands, the remaining sixth  
thereof to be rendered to plaintiff as landlords share because of her  
legal title to half of said lands.

It is further ordered by said Judge that plaintiff have  
the custody and control of her said children, Pearl, Bertha and  
Grace, until this cause be finally determined, and that the def-  
endant be permitted to see and talk with said children at  
and for a reasonable time once a week during the pendency of  
this cause.

J. F. Millar  
Atty for Plf.

Cameron & Cameron  
Atty's for Def.

Afterward on the 30<sup>th</sup> day of August A. D. 1895, the follow-  
ing Answer and Cross-Petition of Albert M. Baker was filed to-wit:

Answer  
6926

Sattie M. Baker | Court of Common Pleas  
vs | Union County, Ohio  
Albert M. Baker

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Reply  
6926

Now comes the defendant Albert M. Baker and for answer to the plaintiffs petition says; he admits that the plaintiff and the defendant were married as set up in her said petition, and that said children were born of said marriage but he denies each and every other allegation in said petition contained.

By way of Cross-Petition Defendant says.

Defendant alleges that it was not because of any cruelty on his part that the plaintiff and defendant could not live together but because of the quarrelsome disposition of the plaintiff, which destroyed the peace of his home and the happiness of the defendant.

Defendant has been a resident of the state of Ohio for more than a year last past and is a bona fide resident of Union County in said state.

Plaintiff has been guilty of gross neglect of duty in this that during the month of December, 1893, she left the home of the defendant and remained away for six weeks and at other times since that date the plaintiff has left the defendants home through no fault of the defendant, and has neglected her duties as a wife.

Plaintiff has been guilty of extreme cruelty in this, that she has abused the defendant and his fathers family using cruel and abusive language toward them.

Therefore the defendant prays that the divorce prayed for in the plaintiffs petition be not granted, but that the defendant be granted a divorce from the plaintiff and the custody of their children and such other and further relief as the Court may deem proper.

A. M. Baker

Afterward on the 7th day of September A. D. 1896, the following Reply was filed in the Clerks office to wit:

Reply.

6926

Sattie M. Baker

vs

Albert M. Baker

Come of Common Pleas

Union County, Ohio.

Plaintiff in reply to plaintiffs answer and Cross-petition herein, admits the allegations in reference to defendants residence therein made, and admits that she was gone from home about six weeks about the time stated but states that defendant was then preparing to leave home and was persuading their oldest two children to accompany him, and did succeed in inducing the second child to go with him, and had then and there severely abused plaintiff and declared that he would not live with her another day; thereupon plaintiff being sick and in need of attention took her oldest and youngest children and went to the home of her mother but fully intending to return, and did return on the second day following, and at several other times thereafter during her said absence, and was told by defendant that she could not stay there (meaning at defendants home) and he so continued to oppose plaintiffs return until she finally returned and remained at home without his consent and against his expressed will.

Plaintiff denies each and every other allegation in defendant's answer and cross-petition contained.

Wherefore plaintiff prays divorce and equitable relief as asked in her petition.

J. F. Millar  
Atty. for Plf.

State of Ohio  
Union County

Sattie K. Baker being first-duly sworn says that the facts stated and allegations made in the foregoing pleadings are as she verily believes true.

Sattie K. Baker

Sworn and subscribed to before me this 7<sup>th</sup> day of September 1895:

M. K. Hill

Justice of the Peace.

J. P. Fee 25¢

Paid by plaintiff.

Afterward on the 3<sup>rd</sup> day of October A.D. 1895, the following entry was filed in the Clerk's office to-wit:

Entry  
6926

Sattie K. Baker vs Albert K. Baker  
Court of Common Pleas  
Union County, Ohio.

This cause coming on for argument of counsel this 3<sup>rd</sup> day of October, 1895, the case having previously heard the evidence therein, was submitted to the Court upon the pleadings and evidence; on consideration whereof, the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding said date, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married and had had joint issue as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of extreme cruelty toward plaintiff in the manner set forth in her petition, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for.

It is therefore ordered, adjudged and decreed by the Court that the marriage contract heretofore existing between the said Sattie K. Baker and Albert K. Baker be, and the same hereby is, dissolved, and both parties are released from all obligations of the same.

It is further ordered that the custody, care, education and control of the said children, Pearl, Bertha and Grace, of the parties hereto be, until further order, confided to the said plaintiff exclusively, and that the defendant be permitted to visit them once a month.

The Court further find that the plaintiff and defendant are the joint owners in fee simple of the following described real estate, to-wit: Situate in the Township of Jackson County of Union, State of Ohio, and in Virginia Military survey No 3473, and bounded as follows:

Beginning at a stake and stone, southeast-corner of

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4. Mr. Mahan's land, thence north ten and one-half degrees west 162 poles to the center of the road; thence north eighty degrees east 36.73 poles to a point in the center of said road; thence south nine degrees east 162 poles to a stake; thence south eighty degrees west 31.62 poles to the place of beginning, containing thirty-four and three-fifths acres."

It is therefore ordered and decreed that the said plaintiff do have and possess as and for alimony the undivided one-half interest and whole estate of the said defendant in said above described land, and that said Albert M. Baker do, within ten days from this decree, convey all his interests and estate in the said premises herein above described to the said Sattie M. Baker, by a good and sufficient deed in fee simple; and, in default thereof, that this judgment and decree have the same operation and effect as such deed.

It is further ordered, adjudged and decreed that the premises in the petition described be held subject as security for a certain mortgage heretofore executed by defendant to Cameron & Cameron on the day of \_\_\_\_\_, 1895; and calling for fifty dollars (\$50.00) with interest from said date, and falling due on the day of \_\_\_\_\_, 1895; and in event the said mortgage be foreclosed or the said plaintiff be required to and does pay the same, it is hereby decreed and adjudged that she recover said amount with interest from the defendant.

It is further considered, adjudged and decreed that plaintiff be rendered by defendant the one-sixth part in the shock of all the corn grown this season upon the land herein above described, and that she recover of the said defendant her costs herein expended amounting to \$

J. F. Gillen  
Atty. for Plf.

Attest  
J. R. Garner  
Clerk.

Please 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 Hon. John A Price Judge of said Court of the Term of September to wit: On the 3<sup>rd</sup> day of July in the year of our Lord One thousand Eight Hundred and ninety five.

Be it remembered that heretofore to wit, on the 3<sup>rd</sup> day of July A.D. 1895, Harmon Patch filed in the Clerks office of the said Court of Common Pleas the following Petition in Error against said Butty to wit:

Harmon Patch | Court of Common Pleas  
vs | Union County, Ohio.

6927  
Petition  
in Error.

Saul Butty | Plaintiff in error says that he was plaintiff and defendant in error was defendant in an action brought by plaintiff in Justice Court before A. H. Kollfrath Justice of the Peace in Paris Township of County aforesaid,

Said plaintiff filed his bill of particulars to recover three dollars and cost with Attorney's fees as provided by statute, case set for hearing on June 29<sup>th</sup>, 1895; parties all appear, case called, defendant filed motion as set forth in transcript hereto attached and made part of this Petition

The said A. H. Kollfrath J. P. sustained said motion and did dismiss - allowed said action to which plaintiff immediately excepted, this is error assigned of which plaintiff in error complains and asks that said judgment of the said A. H. Kollfrath J. P. be reversed and such other relief as this Court may deem just in the premises.

Harmon Patch  
Thomas Reed, Atty. for Plf.

Harmon Patch | Bill of exceptions for  
vs | dismissing action on trial by A. H. Kollfrath  
Saul Butty | a Justice of the Peace in and for Paris Township  
Union County, Ohio.

Be it remembered that on the trial of said action by A. H. Kollfrath a Justice of the Peace in and for Paris Township, Union County, Ohio, at his office therein, on the 29<sup>th</sup> day of June 1895; the said plaintiff to maintain his action filed his bill of particulars in which he claimed the sum of three dollars and costs with Attorney's fees as provided by statute in action for labor. The parties all appeared and defendant filed the following motion. The defendant now comes without entering his appearance but disclaiming to do so asks an order of the Court dismissing the above case and for cause says the court herein has no jurisdiction. Ayers & Ayers Atty's for Def. the Court sustains said motion to which plaintiff then and there excepted and prays said Justice to set his official hand to this bill of exceptions which is done accordingly.

A. H. Kollfrath  
J. P.

Harmon  
Justice  
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Hannon Patch

Before A. H. Kellefrath Justice of the Peace  
Paris Township Union County Ohio.

Solomon Butty

The plaintiff filed his bill of particulars as follows.

Constable fees  
Filing bill  
Sum of 30  
Date 20  
Rec. 50  
Motion 20  
Subpo 35  
\$1.75  
Constables fees  
on Sum. 55  
Alto 1.00  
Subpo 65  
\$2.35  
Alto  
Witnesses  
Ret. Perfect 50  
Per Butty 50  
Per Mills 50  
Dep. Mill  
Constable 50

Plaintiff says that defendant is indebted to him in the sum of three dollars for labor done for defendant's benefit by the order of Sam Hensley who was the contractor and said labor consisted in two days painting on defendant's house in Marysville Ohio, said labor was worth \$1.50 One dollar and fifty cents per day that said defendant has and still refuses to pay although more than three days written notice has been given said defendant. Said plaintiff has filed a lien on the property of defendant and asks to enforce said lien, plaintiff asks judgment for three dollars and reasonable Attorney fees.

Hannon Patch.

Issue Summons to John Newlove Constable to serve this 26th day of June 1896; returnable June 29, 1896; at 2 O'clock A.M. indorsed amount claimed \$3.00.

Justice fees \$1.00 Constable .50

Issue for following witnesses for plff. Ret. Perfect, Dr. Knills, Mrs Sol Butty and for Sam Hensley for depl.

Return of Summons.

Received this writ June 26, 1896, and served the same on the within named defendant with a copy of this writ with the endorsement thereon John Newlove Con; Const fees service .50

June 29, 1896; The defendant's attorney filed a motion at the hour set for trial as follows.

The defendant now comes without entering his appearance but declining to do so asks an order of the Court dismissing the above case and for cause says the Court herein has no jurisdiction.

Ayers & Ayers Atty's.

The motion was agreed by the defendant and plaintiff's attorneys and the Court being fully advised upon the motion sustains the motion and dismisses the action. To all of which plaintiff accepts.

The State of Ohio, Union County ss:

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.

July 1st 1896.

A. H. Kellefrath  
Justice of the Peace of  
Paris Township, Union County, Ohio.

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

Clerk of Common Pleas Court, issue Summons to Sol Butty in above case

Thomas Reed  
Atty. for Plf.

Afterward on the 3<sup>rd</sup> day of July A.D. 1890, the following

summons was issued to wit:

Summons.

The State of Ohio }  
 Union County } To the Sheriff of Union County:

You are hereby commanded to notify Sol Burtz that he has been sued by Harmon Patte in the Court of Common Pleas of Union County, and must answer by the 3<sup>rd</sup> day of August A.D. 1890, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 15<sup>th</sup> day of July A.D. 1890.

Witness my hand and the seal of said Court this 3<sup>rd</sup> day of July A.D. 1890.

J. N. Gosnell Clerk  
 By Jno A. Gosnell Deputy.



Sheriff Return.

|                                       |    |
|---------------------------------------|----|
| The State of Ohio }<br>Union County } |    |
| Sheriff's Fee                         |    |
| Serious Return                        | 50 |
| Milage                                | 32 |
| Copy                                  | 15 |
| Total                                 | 97 |

Received this writ July 3<sup>rd</sup> A.D. 1890, at 4 o'clock P.M. and served same by delivering a true copy of this writ with the endorsements thereon to Sol Burtz on the 9<sup>th</sup> day of July A.D. 1890.

William G. Snodgrass  
 Sheriff.

Afterward on the 30<sup>th</sup> day of September A.D. 1890, the following Entry was filed in the Clerk's office to wit:

Entry 6927

Harmon Patte }  
 vs }  
 Sol Burtz }  
 Court of Common Pleas  
 Union County, Ohio.

This cause came on for hearing upon the petition in error and the Transcript of the proceedings and judgment of A. H. Kollafrate a Justice of the Peace for the said County, on consideration whereof the Court find:

There is no error in said proceedings and judgment, and the said judgment is therefore affirmed at the cost of the plaintiff in error taxed at \$

It is therefore ordered and adjudged by the Court that the defendant in error recover from the plaintiff in error herein his costs, taxed at \$

By us & By us  
 Atty for Deft in error

Approved by me  
 Thomas Reed  
 Attorney for Plaintiff in error

Attest  
 J. N. Gosnell  
 Clerk

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Please 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 Hon. John A. Price Judge of said Court of the Term of September Term; on the 9th day of September in the Year of our Lord One Thousand Eight Hundred and Ninety Five.

Be it remembered that heretofore to wit, on the 18th day of February A.D. 1895; The Bullman and Taylor Co filed in the Clerk's office of the said Court of Common Pleas the following Petition against Elmer C. Gamble et al to wit:

Petition  
6879

The Bullman & Taylor Co. | Court of Common Pleas.  
vs | Union County, Ohio.  
Elmer C. Gamble and  
George M. Gamble.

Plaintiff is a corporation organized for the purpose of doing business in the state of Ohio, with its principal office at Mansfield, Ohio.

Defendants are indebted to plaintiff on a promissory note of which the following is a copy with the only credit:

\$ 264<sup>00</sup> Dated at Marysville O. on June 27<sup>th</sup> 1893. No. 47696

On or before the first day of June 1893, for value received we or either of us, of New Dover Postoffice, County of Union, State of Ohio, promise to pay to The Bullman and Taylor Company, or order, Two Hundred and Sixty Four <sup>71</sup>/<sub>100</sub> Dollars, payable and negotiable without offset, at the office of Bank of Marysville, Union Co. O. with interest at six per cent, payable annually from date until paid, without relief from the Appraisement or exemption Laws.

The drawer and indorsers waive presentment for payment, protest and notice of protest and non payment of this note.

signed } Elmer C. Gamble.  
George M. Gamble.

The following is the only credit; Paid June 27/93 from proceeds Chat. Mortg. Sale \$ 53<sup>04</sup>.

There are no indorsements.

There is due plaintiff from defendant, on such note the sum of Two Hundred & Eighty four & <sup>71</sup>/<sub>100</sub> Dollars, which plaintiff claims with interest from the 18th day of February, 1895.

Therefore plaintiff asks judgment against defendant in the sum of Two Hundred and Eighty Four & <sup>71</sup>/<sub>100</sub> Dollars, with interest from February 18<sup>th</sup> 1895.

J. E. Griffith Atty. for Plaintiff.

State of Ohio  
Union County

J. E. Griffith, being duly sworn, says he is the attorney of the plaintiff duly authorized herein, that the above pleading is founded upon a written instrument for the payment of money only, which instrument is now in affiant's possession; that plaintiff is a non-resident of this County, and that he believes the allegations in the foregoing pleading are true.

J. E. Griffith.

Sworn to and subscribed before me this 18<sup>th</sup> day of February, A. D. 1895.

*(seal)*

J. W. Tilton  
Notary Public.

To the Clerk:

Receipt

Issue summons in the above case for the defendants directed to the Sheriff of Union County, Ohio, returnable according to law.

J. E. Griffith  
Atty. for Plaintiff.

Afterward on the 9<sup>th</sup> day of April A. D. 1895, the following entry was filed in the Clerk's office to wit:

Entry

6879

Sullivan & Taylor Co. | Court of Common Pleas  
vs | Union County, Ohio.

E. C. Gamble et al

On leave of Court; thirty days given to defendant to file answer.

Afterward on the 8<sup>th</sup> day of May A. D. 1895, the following answer was filed in the Clerk's office to wit:

Answer

6879

The Sullivan and Taylor Company

Court of Common Pleas,  
Union County, Ohio.

Oliver E. Gamble and  
George M. Gamble.

First cause of defense.

Now comes the defendants and for answer admits the making and signing of the promissory note described in plaintiffs petition but denies that there is due plaintiff the amount claimed in plaintiffs petition.

Second; This defendant has only been credited with the payments of Fifty three and 04/100 dollars on said note, where he should have been credited with the payment of Two hundred and forty two dollars. And said payments were made as follows;

The payment of Fifty three and 04/100 dollars was made at the time stated in plaintiffs petition. A payment of Thirty seven dollars (\$37<sup>00</sup>) was made about February 1893, and was paid by the sheriff as money that was received by him for the sale of a mare that was sold by said Sheriff of Union County, Ohio; also another payment of Sixty two (\$62<sup>00</sup>) dollars received by said Company from the defendants from the sale of a separator by the Company at public sale and taken by a Chattel Mortgage, about June, 1893, and for which there is no credit given, and also a payment of Fifteen dollars received from the sale of a binder and at the same time the above said property was sold about June, 1893. Also a straw stacker worth about seventy five (\$75<sup>00</sup>) dollars which was sold by said Company at the time the machine was sold, about the first of July 1893, all of which should have been cred-

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ited on said note described in plaintiffs petition.  
 The defendant therefore prays that he may have a fair hearing in said cause and that he be given credit on said promissory note, of the amount of credits claimed in defendants Answer.

F.A. Thompson  
 Atty for defendant.

George M. Gamble, the undersigned came and appeared before me and signed in my presence, and says that the facts stated in the foregoing Answer are true as he truly believes

George M. Gamble.

Sworn to and subscribed before me this 8th day of May 1895:  
 R.L. Goodburn  
 Notary Public.

Afterward on the 23rd day of September A.D. 1895: the following Entry was filed in the Clerks Office to wit:

Entry  
 6879

The Sulliman & Taylor Co.      Court of Common Pleas  
 vs.      Lucas County Ohio.  
 Elmer E. Gamble et al

Now comes the plaintiff by their Attorney, and the defendant, Geo. M. Gamble, by his Attorney, and submitted to the Court the petition and evidence and the answer of the defendant - George M. Gamble, and the Court being fully advised in the premises, find that the defendant - Elmer E. Gamble and George M. Gamble, are indebted to the plaintiff in the sum of Two Hundred and Forty-four & 67/100 (\$244 67/100) dollars, with interest from the filing of this entry.

It is therefore considered by the Court that the plaintiff The Sulliman & Taylor Co. recover from the defendants, Elmer E. Gamble and George M. Gamble, the said sum of \$244 67/100 with interest from this date and the costs herein expended.

J.E. Griffith Atty }  
 for Plfs. } Approved.  
 F.A. Thompson }  
 Atty for Defendants }

Attest  
 J.N. Gosnell  
 Clerk.

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Please continued and held at the Court-house in  
 Mansfield Ohio 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 the said Court of the  
 term of September to wit: On the 9<sup>th</sup> day of September in the  
 year of our Lord One thousand Eight hundred and ninety five.

Be it remembered that hereofore to wit, on the 24<sup>th</sup> day of  
 March A.D. 1894, Harvora Kelly Adm<sup>r</sup> of Timothy Kelly deceased  
 filed in the Clerk's office of the said Court of Common Pleas the  
 following Petition against William M. Wood, to-wit:

Petition.  
 6675<sup>r</sup>  
 The State of Ohio }  
 Union County } ss:  
 Harvora Kelly, Administratrix  
 of the Estate of Timothy Kelly, deceased.  
 vs  
 William M. Wood

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

The plaintiff says that this cause  
 came into this Court by appeal from the docket of Joseph Comer,  
 a justice of the peace within and for the Township of Claiborne in  
 the County of Union, and State of Ohio;

Plaintiff says that she is the duly appointed and legally  
 qualified Administratrix of the estate of Timothy Kelly, deceased,  
 late of Union County, in the State of Ohio, and is still acting  
 as such.

Plaintiff further says that said defendant, W. M. Wood,  
 is indebted to her, upon an account for goods sold and delivered  
 said defendant, in the lifetime of the said Timothy Kelly, at the  
 instance and request of the said defendant; a true copy of which  
 account, with all the credits and indorsements thereon is as  
 follows, viz:

|        |                  |             |                   |            |              |
|--------|------------------|-------------|-------------------|------------|--------------|
| 1891.  |                  |             |                   |            |              |
| Jan'y. | 8 <sup>th</sup>  | 12 1/2 lbs. | Scout Tobacco     | (a) 30     | \$ 3.75      |
| "      | "                | 12          | Brian Pipe Tob.   | (a) 30     | 3.60         |
| "      | "                | 10          | Mail Carrier Tob. | (a) 30     | 3.00         |
| "      | "                | 10          | P. S.             | (a) 15     | 1.50         |
| "      | 22 <sup>nd</sup> | 345         | A. Sugar          | (a) 06 1/4 | 21.56        |
| "      | "                | 63          | Star Crackers     | (a) 06     | 3.18         |
| "      | "                | 100         | Coffee            | (a) 24 1/2 | 24.50        |
| "      | "                | 53          | Cheese            | (a) 11     | 3.63         |
|        |                  |             |                   |            | <u>64.72</u> |

Plaintiff further says that said ac- Total, \$64.72  
 count is due and wholly unpaid, and that there is now due her, as  
 such Administratrix upon the same, the sum of sixty-four dollars  
 and seventy two cents, (\$64.72), with interest from January 22<sup>nd</sup> 1891.

Wherefore plaintiff prays judgment against the said defendant  
 in the sum of sixty-four dollars and seventy-two cents, and for costs  
 and for all proper.

D. H. Ayers and  
 Schofield Durfee and  
 Schofield. Atty's for Plf.

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The State of Ohio }  
Union County, ss:

Hannora Kelly being first duly sworn says that she is the Administratrix of the estate of Timothy Kelly, deceased, and that the facts stated and allegations contained in the foregoing petition are true, as she believes.

Hannora Kelly.

Sworn to before me by Hannora Kelly and by her signed in my presence this 24<sup>th</sup> day of March A.D. 1894.

Fees, 40 ¢ due.



George B. Schofield  
Notary Public in and  
for said County.

Afterward on the 14<sup>th</sup> day of April A.D. 1894, the following answer was filed in the Clerk's office to wit:

Hannora Kelly Admtr.  
of the Estate of Timothy  
Kelly, deceased.

Court of Common Pleas,  
Union County, Ohio.

vs  
W. W. Wood

The defendant in answer to the petition of the plaintiff avers that in February, 1891, he paid to Timothy Kelly deceased the sum of sixty-four and 75/100 dollars in full satisfaction of the goods set forth in said petition.

James E. Robinson  
Atty. for Defendant.

The State of Ohio,  
Union County ss:

W. W. Wood being duly sworn says that the facts stated and the allegations contained in the foregoing answer are true as he verily believes.

W. W. Wood.

Sworn to before me, by W. W. Wood, and by him signed in my presence this 2<sup>nd</sup> day of April A.D. 1894.



Wm A. Phelps  
Notary Public

Afterward on the 20<sup>th</sup> day of September A.D. 1894, the following Reply was filed in the Clerk's office to wit:

Hannora Kelly Admtr.

Court of Common Pleas,  
Union County, Ohio.

vs  
W. W. Wood

The plaintiff now comes and for reply to the answer of the defendant herein denies each and every allegation therein contained.

By us & By us  
Attys. for Plt.

The State of Ohio,  
Union County ss:

D. W. Byers being first duly sworn, says he is one

Answer.  
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Reply.  
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of the Attorneys in the above case duly authorized in premises; that the plaintiff is a non resident of Union County, and is now absent therefrom, that the facts stated in the foregoing Reply are as apparent believe true.

D. W. Ayers.

Sworn to before me and signed in my presence this 25th day of September, 1895.

seal

J. M. Gosnell Clerk.

Afterward on the 1st day of October A.D. 1895, the following Entry was filed in the Clerks office to-wit:

Entry. 6675

Hanora Kelly, Adm'r. vs Wm. W. Wood

Court of Common Pleas, Union County, Ohio.

This cause came on for hearing, and a trial by jury being waived by agreement of counsel and being submitted to the Court upon the pleadings and evidence the Court find in favor of defendant.

It is therefore considered and adjudged by the Court that the defendant recover his costs taxed at \$ from the plaintiff.

Attest

J. M. Gosnell

Clerk.

Please 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 13th day of January in the year of our Lord One Thousand Eight hundred and ninety six.

Be it remembered that heretofore to-wit: on the 25th day of October A.D. 1895, Lucia E. Russell filed in the Clerks office of the said Court of Common Pleas the following Petition against John H. Russell to-wit:

Petition 6986

Lucia E. Russell vs John H. Russell

Court of Common Pleas, Union County, Ohio

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 the County of Union.

That on or about the 17th day of November, 1892, at Mansville, in said County of Union, she was married to the defendant; and she has ever since conducted herself toward the said John H. Russell as a faithful, loving, and obedient wife.

The defendant, disregarding his duties as a husband, has been guilty of gross neglect of duty toward plaintiff in

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this to wit: that ever since their said intermarriage, the defendant has furnished her with nothing whatever in the clothing line, nor did he furnish her with any means to purchase any clothing of any kind, although she has been in want for clothing since her marriage. And such clothing as has been furnished her since her said marriage was furnished her by her parents, and the provisions which he furnished for her subsistence since their marriage, were paid for by her relations.

That they have had as the issue of said marriage two children; the first one is dead, the second one is living; the physicians bills for the birth of both children were paid by her parents, and the expenses of the death and burial of the deceased child was paid by the parents of plaintiff also. He neither refunding, or offering to refund any of said expenses.

The living child aforesaid is only about three months old; a daughter, and has not yet been named.

Plaintiff therefore prays that she may be divorced from the said John W. Russell; said contract of marriage annulled and set aside; and that she may be decreed the custody of said child, and that she may have such other and further relief as in justice she is entitled to.

Porter & Porter Attys.  
for Plaintiff.

Lurcia E. Russell the plaintiff being sworn, makes oath that the facts stated in the foregoing petition are true as she believes.

Affiant further makes oath, that the residence of the defendant is to her unknown, and care not with reasonable diligence be ascertained by her, although she believes that he does not reside in the State of Ohio, so that a copy of the summons, and copy of the petition cannot be served upon him, or directed to him at his place of residence.

Lurcia E. Russell.

Sworn to by Lurcia E. Russell before me, and signed by her in my presence this 26th day of October A. D. 1895:

J. H. Kirkcaldie  
Notary Public.

Return made on the 2nd day of December 1895; the following Divorce notice was filed in the Clerks office to wit:

Notice.

John W. Russell, whose place of residence is unknown, is hereby notified that his wife, Lurcia E. Russell, did on the 26th day of October, 1895; file her petition in the office of the Clerk of the Court of Common Pleas, of Union County, Ohio, charging the said John W. Russell with gross neglect of duty toward the plaintiff, and asking that she may be divorced from the said John W. Russell, and asking the custody of their infant child.

Said petition will stand for hearing after the expiration of six weeks from the first publication of this notice.

Porter & Porter  
Attorneys for Lurcia E. Russell.

October 30, 1895:

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 Oct. 30, 1895.

W. O. Shearer

Sworn to and subscribed before me, this 30<sup>th</sup> day of November A.D. 1896.

Princis Fees \$ 8<sup>00</sup>

Seal

J. N. Hornum  
Clerk.

Afterward on the 15<sup>th</sup> day of January A.D. 1896, the

Following Petition was filed in the Clerk's office to wit:

Emly.  
6986

Lurcia Russell

Court of Common Pleas.

Union County, Ohio.

vs  
John C. Russell

Now come the plaintiff and the defendant having been legally summoned by publication, and having failed to appear, the Court find John C. Russell in default for answer and disclaimer to said petition, and find that the allegations thereof are confessed by said defendant 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 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 Lurcia C. Russell and John C. Russell 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 Lurcia C. Russell exclusively. And the said John C. Russell is hereby enjoined from interfering in any manner with said child, and from visiting said child until further order of the Court.

It is further considered by the Court, that the said Lurcia C. Russell recover from the said John C. Russell her costs herein expended taxed at \$

Porter & Porter  
for Plaintiff.

Attest

J. N. Hornum  
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Please continued and held at the Court house in Mansfield, within and for the County of Union, in the South Judicial District of the State of Common Pleas, of the State of Ohio, before the Honorable John D. Rice Judge of said Court of the Term of January to wit: On the 13<sup>th</sup> day of January in the year of our Lord One thousand Eight hundred and Ninety six.

Be it remembered that herefore to wit, on the 7<sup>th</sup> day of December A. D. 1895, Malissa J. Rice filed in the Clerk's office of the said Court of Common Pleas the following Petition against John D. Rice to wit:

Petition. 7008

Malissa J. Rice | Court of Common Pleas,  
John D. Rice | Union County, Ohio.

First: The plaintiff complains of the defendant, and alleges that for the year last past she has been a resident of the State of Ohio, and is now a bona fide resident of the County of Union.

Second: That on the 17<sup>th</sup> day of June 1895, at the County of Union, the State of Ohio, she was married to the defendant and has ever since said marriage contract conducted herself toward said defendant as a faithful, chaste and obedient wife.

Third: The plaintiff further represents that without any cause or provocation on her part, the defendant has been guilty of extreme cruelty toward her by on or about the 20<sup>th</sup> day of Oct. 1895, threatening to kill her and by so conducting himself toward her that she feared he would do her bodily harm. And by on or about the 28<sup>th</sup> day of October 1895, driving her from his home, and bed, and board and by refusing ever since said date to allow her to enter his home or to cohabit with him; and that at divers other dates prior to said 28<sup>th</sup> day of Oct. was guilty of extreme cruelty toward the plaintiff by cursing her and calling her vile names in the presence of other people and by wounding her feelings and causing her distress of mind.

Fourth: The plaintiff further represents that the said defendant has been and is guilty of gross neglect of duty toward the plaintiff since said 28<sup>th</sup> day of Oct. 1895, by wholly neglecting and refusing to supply her with the necessities of life.

The plaintiff therefore prays that she may be divorced from said defendant, and that she may be restored to her former name of Curtis and for such other relief as equity may require.

James E. Robinson  
Atty. for Plaintiff.

The State of Ohio, Union County ss:

The said Malissa J. Rice being first duly sworn, deposes and says, that the facts stated and the allegations made in the foregoing petition are true as she verily believes.

Malissa J. Rice.

Sworn to before me and subscribed in my presence this 3<sup>rd</sup> day of Dec. 1895.  
J. M. Sanders, Notary Public.

Receipt To Clerk of Court: Issue summons with copy of petition to the Sheriff of Union County for John D. Rice, and make same returnable according to law.  
James E. Robinson, Atty. for Plaintiff.

Summons.

Afterward on the 7<sup>th</sup> day of December A.D. 1890; the following summons was issued to wit:

The State of Ohio, to the Sheriff of Union County, Union County, ss:

You are commanded to notify John Rice that Malissa J. Rice 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 extreme cruelty, and asking that she may be divorced from him, and that she be restored to her former name, and for other proper relief.

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

You will make due return of this summons on the 16<sup>th</sup> day of Dec. A.D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Leipsic Ohio the 7<sup>th</sup> day of December A.D. 1890.



J. M. Farnell, Clerk.

Sheriff's Return.

| Sheriff's Fees. |       |
|-----------------|-------|
| Service         | \$ 50 |
| Copy            | 15    |
| Mileage         | 3 87  |
| Return          | 20    |
| Docket          | 10    |
| Total           | 4 87  |

Received 10 o'clock A.M. on the 8<sup>th</sup> day of December A.D. 1890, and on the 14<sup>th</sup> day of December A.D. 1890; I served the same by handing a true copy thereof of this writ with the endorsements thereon together with a copy of the petition personally on the 14<sup>th</sup> day of December A.D. 1890.

Wm. Brody, Sheriff.

Entry. 7008

Afterward on the 20<sup>th</sup> day of January A.D. 1891 the following entry was filed in the Clerk's office to wit:

Malissa J. Rice vs. John D. Rice Court of Common Pleas, Union County, Ohio.

Now came the plaintiff, and the defendant - having been duly served with summons and copy of petition herein, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and that the allegations thereof are confessed to be true.

The Court also find that the plaintiff at the time of filing her petition was and had been for one year last past a bona fide resident of Union County, and that the said parties were married as set forth in said petition.

The Court further find upon the evidence adduced that the defendant has been guilty of extreme cruelty and gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce.

It is therefore ordered and adjudged by the Court that the said marriage contract between Malissa J. Rice and John D. Rice be, and the same hereby is, dissolved, and both parties released from the obligations of same. It is further ordered that the said Malissa J. Rice be, and she hereby is, restored to her former name of Malissa J. Curtis.

Jas. B. Robinson Atty. for Plf.

Attest, J. M. Farnell Clerk.

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Petition. 6950

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Please 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 Hon. John A. Rice Judge of said Court, of the Term of January Term: On the 13<sup>th</sup> day of January A.D. 1896,

Be it remembered that heretofore to wit, on the 26<sup>th</sup> day of August A.D. 1895, M. J. Dickson filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Jesse Dickson to wit:

Petition. 6950

M. J. Dickson | Cause of Common Pleas.  
Jesse Dickson | Union County, Ohio.

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

On or about the day of 1878, she was married to the defendant.

That said defendant has in disregard of his marital duties for more than three years last past been willfully absent from plaintiff and has in no way contributed to the support of said plaintiff for the last 16 years.

Therefore plaintiff prays that she may be divorced from the defendant and such other relief as is proper.

W. T. Hoopes  
Atty. for Plaintiff.

Clerk:

Receipt

Issue summons above parties directed to Sheriff of Union County; endorsed, return for divorce and returnable according to Law.

W. T. Hoopes  
Atty for Plf.

Afterward on the 26<sup>th</sup> day of August A.D. 1895, the following Summons was issued to wit:

Summons.

The State of Ohio To the Sheriff of Union County:  
Union County ss

You are commanded to notify Jesse Dickson that M. J. Dickson has filed in the office of the Clerk of the Court of Common Pleas of Union County, and state of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with willful absence, and asking that she be divorced from him, and that, and for other proper relief.

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

You will make due return of this summons on the 16<sup>th</sup> day of September A.D. 1895.

(Seal)

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 26<sup>th</sup> day of August, 1895.  
J. M. K. K. Clerk.

|          |         |       |
|----------|---------|-------|
| Sherriff | Service | 8.00  |
| Return   | Copy    | 1.00  |
|          | Mileage | 2.00  |
|          | Return  | 2.00  |
|          | Total   | 14.00 |

Received 10 O'clock A.M. on the 26<sup>th</sup> day of August A.D. 1895; and on the 26<sup>th</sup> day of August A.D. 1895, I served the same by handing a true Copy thereof of this writ with the undornments thereon, together with a copy of the petition personally on the 26<sup>th</sup> day of August, 1895.

Wm. C. Snodgrass, Sheriff.

Afterward on the 24<sup>th</sup> day of January A.D. 1896, the following Entry was filed in the Clerk's Office to wit:

Entry  
6950

W. J. Dickson vs Jesse Dickson

Court of Common Pleas, Union County, Ohio.

And now comes the said Plaintiff, by her Attorney, and the defendant having been duly served, the Court find that the allegations thereof are confessed by him to be true.

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

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and willful absence, and by reason thereof she 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 W. J. Dickson and Jesse Dickson be, and the same is hereby dissolved, and both parties are released from the obligation of the same.

It is further considered by the Court that the said W. J. Dickson recover from said Jesse Dickson her costs herein expended taxed to \$5.48.

W. J. Hoopes  
Atty for. Plf.

Attest  
J. M. Gornell  
Clerk.

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for. Plq.

Please continued and held at the Court House in Marysville within and for the County of Union of Union, in the tenth judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John F. Price Judge of said Court of the term of January, to-wit: On the 13<sup>th</sup> day of January in the year of our Lord one thousand Eight Hundred and ninety six.

Be it remembered that heretofore to-wit, on the 10<sup>th</sup> day of October A. D. 1895, Malinda M. Cartney filed in the Clerk's office of the said Court of Common Pleas the following Petition against Leander M. Cartney to-wit:

Petition 6974

Malinda M. Cartney vs. Leander M. Cartney  
Court of Common Pleas Union County, Ohio.

Plaintiff says that she has been a resident of Union County, and the state of Ohio for more than a year last past, and is now a bona fide resident of said County.

Plaintiff further says that she was married to the defendant at Paulding County, Ohio, on the 13<sup>th</sup> day of October 1892, whom she prays may be made a party hereto.

That she has always been a faithful and obedient wife always ready to perform all of the duties of a wife, yet said defendant disregarding the duties of a husband has been guilty of gross neglect of duty toward said plaintiff wholly neglecting to furnish her with a home, or any of the necessaries of life, such as food and clothing, and said plaintiff was compelled to go out and work for a living among strangers and care for herself, for more than a year past said defendant at no time or place offering to furnish her any of said necessaries, or to live with her during all of that time.

She therefore prays that upon the hearing of this case she have a complete divorce from the defendant and that such be released from the obligation thereof, and that she be restored to her former name of Malinda Burkespile and for all proper relief.

Malinda M. Cartney.  
By J. K. Kennedy, her Attorney.

Receipt.

To the Clerk:

Issue summons and copy of petition to Sheriff of Paulding County, Ohio; endorsed Divorce prayed for, and for Leander M. Cartney. J. K. Kennedy Atty for Plaintiff.

The State of Ohio, Union County ss:

To the Sheriff of Paulding County, Ohio.

You are commanded to notify Leander M. Cartney that Malinda M. Cartney 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 former name of Malinda Burkespile, and for other proper relief. Said petition will stand for hearing during the

time of said Court next ensuing, and sit unto from and after the service of this writ.

You will make due return of this summons on the 21<sup>st</sup> day of October A. D. 1895.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville, this 10<sup>th</sup> day of October A. D. 1895.

J. N. Gosnell, Clerk.

|               |    |    |
|---------------|----|----|
| Sheriff's Fee | \$ | 25 |
| Service       |    | 25 |
| Copy          |    | 25 |
| Mileage       | 2  | 40 |
| Docket        |    | 25 |
| Return        |    | 25 |
| Postage       | 2  |    |
| Total         | 3  | 42 |

Received 3 o'clock P.M. on the 11<sup>th</sup> day of October A. D. 1895; and on the 14<sup>th</sup> day of October A. D. 1895, I served the same by delivering to Defendant Leander C. C. Baskin, by leaving at the usual place of residence of Leander C. Baskin a true copy and Certified Copy of this writ with all endorsements thereon and also a true copy of petition in divorce.

Edward Staley  
 Sheriff of Paulding County, Ohio.

Entry.  
 6974

Afterward on the 14<sup>th</sup> day of January A. D. 1896, the following Entry was filed in the Clerk's office to wit:

Malinda M. Baskin vs Leander C. Baskin  
 Court of Common Pleas  
 Union County, Ohio.

This day this cause came on to be heard upon the plaintiff's petition, the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find for the plaintiff, it is therefore considered, ordered and adjudged by the Court here that the plaintiff be divorced from the defendant and that both parties be released from the obligation thereof, and that the plaintiff be restored to her former name of Malinda Burkepile.

The Court further finds the defendant guilty of gross neglect of duty as charged in the petition.

J. K. Kennedy for Plf.

The agreement as to personal and real property made by and between the said parties shall be a full satisfaction of all claims plaintiff herein for alimony.

J. K. Kennedy  
 for Plf.

Attest

J. N. Gosnell  
 Clerk.

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Petition  
 6984

Please continued and held at the Court House in  
Marysville within and for the County of Union in the First  
Judicial District of 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 13<sup>th</sup> day of January in the year of our Lord  
One Thousand Eight Hundred and ninety six.

Be it remembered that hereupon to-wit: On the 26<sup>th</sup> day of  
October A. D. 1890; George H. Drumman filed in the Clerk's office of the  
said Court of Common Pleas the following Petition against Sarah J.  
Drumman to-wit:

Petition  
6984

George H. Drumman } Court of Common Pleas  
vs } Union County, Ohio.  
Sarah J. Drumman }

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 13<sup>th</sup> day of September A. D. 1890, he was married to the  
defendant. That ever since said date of marriage to-wit: Sept. 13, 1890;  
on the day next after the said marriage, the defendant refused to go with  
plaintiff to his home, which he had provided, although said home was well  
furnished, and every comfort for the said defendant was properly consid-  
ered, and a girl was employed to do all of the house work, and to wait  
upon the defendant, and relieve her of all the duties of keeping house  
and its labor.

That said defendant ever since said marriage to plaintiff has  
continuously and persistently neglected and refused to live with said plain-  
tiff as his wife, and still refuses and neglects to perform any of the duties  
of a wife, or to care for his home or his interests, and has left and abandon-  
ed plaintiff, and in this conducting herself and in this abandoning the  
plaintiff the defendant is guilty of total and gross neglect of duty.

2<sup>nd</sup> cause of action.

The said defendant is further guilty of misrepresentation in  
said marriage contract in this - that prior and up to the date of said  
marriage the defendant professed in the most demonstrative manner  
and way, that she loved and cared for the plaintiff, and that she would  
be a good and faithful wife. whereas in fact and notwithstanding that  
the plaintiff treated the defendant in the most kindly way as her husband,  
that ever since said marriage the defendant has repeatedly and at all  
times affirmed and declared that she did not and never did, love the  
plaintiff, and would not care for his household or his interests, and  
would not live with him as his wife for the world, although plaintiff had  
no family, and no children to look after and none to care for but  
himself and his said wife, and kept a hired girl to wait on them and  
do all the house work.

Plaintiff therefore prays that for the alleged total and gross neglect  
of duty toward this plaintiff and such misrepresentations and false  
statements in said marriage contract - he may be divorced from said  
defendant and for all proper orders. F. J. Arthur, Attorney for Plaintiff.

The State of Ohio, Union County ss:  
George H. Drumman the above named plaintiff being duly sworn says the facts and  
allegations in his foregoing petition are true as he verily believes. George H. Drumman.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of October 1895.

*(Seal)*

J. N. Gosnell Clerk  
By Geo. A. Gosnell Deputy

Receipt. To Clerk:

Issue summons with copy of petition to Sheriff of Knox County, Ohio, returnable according to law, endorse "Petition for Divorce."

F. J. Arthur City

for Plf.

Afterward on the 5<sup>th</sup> day of November A. D. 1895, the following summons was issued to the Sheriff of Knox County to wit:

Summons.

The State of Ohio To the Sheriff of Knox County, Union County, ss)

You are commanded to notify Sarah J. Drummond that George H. Drummond 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 total neglect of duty and fraud, and asking that he be divorced from her, and for other proper relief.

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

You will make due return of this summons on the 15<sup>th</sup> day of November A. D. 1895.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 5<sup>th</sup> day of November A. D. 1895.

J. N. Gosnell Clerk  
By Geo. A. Gosnell Deputy.

Sheriff's Return.

|                |          |
|----------------|----------|
| Sheriff's Fee  |          |
| Service        | \$ 5.00  |
| Copy           | 2.50     |
| Mileage        | 4.20     |
| Docket & Indry | .60      |
| Return         | 2.25     |
| Postage        | .06      |
| Total          | \$ 15.56 |

Received at 1 o'clock P.M. on the 8<sup>th</sup> day of November A. D. 1895, and on the 11<sup>th</sup> day of November A. D. 1895, I served the same by personally delivering, a true copy thereof, together with copy of petition to the within named defendant Sarah J. Drummond.

Charles S. Sapp

Sheriff of Knox County Ohio.

Entry 6984

Afterward on the 14<sup>th</sup> day of January A. D. 1895, the following Entry was filed in the Clerk's office to wit:

George H. Drummond | Court of Common Pleas,  
vs | Union County, Ohio.  
Sarah J. Drummond |

This day came the plaintiff and his attorney, and this cause came on to be heard upon the petition and the evidence.

On consideration whereof the Court finds that the plaintiff has been a resident of the state of Ohio for more than the year previous to filing his petition, and at the time of filing the same, was a bona fide resident of the said County of Union, and that the defendant has had due and legal notice of the filing and pendency of this petition herein.

Petition 6897

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The Court further finds that the parties were married as stated in said petition and that the defendant has been guilty of gross neglect of duty as therein charged and that by reason of the same the plaintiff is entitled to be divorced from the defendant.

It further appearing to the Court that the plaintiff has executed to the defendant his promissory note for the sum of five hundred dollars, it is ordered that she have and possess said note as her alimony, and it is further ordered that the plaintiff be divested of all right or claim in the real estate and property of the defendant, and that the plaintiff be barred of all dower, or other rights in her lands.

It is further ordered and decreed by the Court that the marriage relations heretofore existing between the said parties be and the same is, hereby set aside and wholly annulled, and both parties released from the obligation of the same.

It is further ordered and decreed by the Court that the defendant be, and she is, hereby divested of any and all claims upon the property of the plaintiff either as to dower in his real estate or other claim inchoate or otherwise in his hands.

And it is ordered by the Court that the defendant be, and she is hereby forever barred from making any claim upon the real estate of the plaintiff, or having any dower therein.

It is further ordered that the plaintiff pay the costs of this action.

Attest  
J. N. Gosnell  
Clerk.

Please continued and held at the Court house in Mansfield, within and for the County of Union in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of September to wit: On the 9<sup>th</sup> day of September, in the year of our Lord, One Thousand Eight Hundred and Ninety Five.

Be it remembered that heretofore to wit, on the 25<sup>th</sup> day of March A. D. 1895, Charles R. Cornell et al filed in the Clerks office of the said Court of Common Pleas the following Petition against H. A. Radabaugh et al to wit:

Charles R. Cornell,  
W. S. Millard and  
Martha Millard.  
vs  
H. A. Radabaugh  
R. L. Woodburn Ed  
W. H. Waters, The  
Leslie C. Keely Company.

In Union County, Ohio,  
Court of Common Pleas.

Petition.

The plaintiff says:

The Leslie C. Keely Company, is a Corporation having its principal office at Dwight Illinois, that it is formed for the purpose of practicing with, dealing in and furnishing to persons desiring the same, the remedies of Dr. Leslie C. Keely for the

Liquor, Morphine and Tobacco, and other habits.

That in order to more effectually carry out its objects and place said remedies within the reach of persons desiring the same, the said Leslie C. Kelly Company has established depots, or agencies in the several states of the United States; the Company furnishing to depots, or agencies the remedies aforesaid, for which it receives payment and thereby large profits and emoluments accrue to said Company.

For the better dispensing said remedies within the state of Ohio, and for the purpose of establishing a depot, or agency within said state the said Leslie C. Kelly Company did on the 27<sup>th</sup> day of June 1891, enter into a contract in writing with S. H. K. Cloud, W. F. White and H. A. Radabaugh whereby said agency was established.

The said written contract is in the words and figures following to-wit:

The parties hereto are the Leslie C. Kelly Co. a body corporate of Dwight Illinois, party of the first part, and S. H. K. Cloud, W. F. White and H. A. Radabaugh (or their assigns as hereinafter specified) parties of the 2<sup>nd</sup> part.

It is understood and consented to that said parties 2<sup>nd</sup> part, in connection with such other parties as they may elect contemplate the incorporation of an Institute for the treatment and cure of nervous diseases, to be located in the city of Mansfield state of Ohio, and that the special business of said Corporation will be the treatment and cure of the Opium liquor and tobacco habits and neurasthenia, under the methods now and heretofore employed by the party of the first part and by Dr. Leslie C. Kelly.

And it is specifically agreed that whenever said Corporation is perfected this contract may be assigned by said party of the second part to said Corporation without prejudice and that it shall then be as binding between said party of the first part and said Corporation at Mansfield Ohio as if originally made between them.

1<sup>st</sup>. Said party of the first part grants to said party of the second part the exclusive agency for the state of Ohio for the sale and administration of Dr. Leslie C. Kelly's Chloride of Gold remedies.

2<sup>nd</sup>. The prices to be charged to be sixty per cent of the regular retail price charged by said party of the first part; which at this time are as follows; Chloride of Gold cure for opium habit \$10 per pair; Chloride of Gold cure for drunkenness \$9 per pair;

Chloride of Gold cure for neurasthenia \$8 per pair;

Chloride of Gold cure for Tobacco habit \$5 per pair; and it is hereby agreed that the condition of this agency includes cash purchase of five hundred dollars (\$500) worth of the remedies herein specified of their own selection as a first order with the privilege of always exchanging any one kind of unopened bottles of remedy for another on the same basis as purchased.

3<sup>rd</sup>. The same discounts to be given on special formulas prepared for specific cases as on remedies named above.

4<sup>th</sup>. Said party of the second part agrees to at all times during the continuance of the relations hereby established plainly designate

before the public that said party of the first part's remedies are exclusively used by them in all of their treatment of the opium, liquor and tobacco habits and Neurasthenia.

5<sup>th</sup>. Said party of the second part agrees to pay all the expenses of their own business except the said party of the first part agrees to furnish free such printed matter as is of general use in this business and in such quantities as may be mutually considered advisable.

6<sup>th</sup>. Said party of the second part shall have the right to treat patients coming from any place outside of the State of Ohio, but not to have exclusive right in any other state than Ohio.

7<sup>th</sup>. Said party of the first part agrees to furnish upon request of said party of the second part any or all such remedies as have been or may be during the continuance of this contract successfully used at Dwight Illinois in the treatment of patients suffering from Opium, Liquor and Tobacco habits and Neurasthenia or any other complications arising therefrom or connected therewith, the intention being that the treatment given to patients by said party of the second part shall be identical with that given by said party of the first part and Dr. Leslie E. Keely.

It is further especially understood and agreed that said party of the second part assumes all responsibilities as to the administration of said remedies to patients.

Said party of the second part especially agrees to use solutions and for Hyperdermic treatment for sanitarium treatment only, to guard such remedies carefully and not to ship said solution out or under any circumstances give them into the possession of any person outside of said party of the second part.

8<sup>th</sup>. On all new business through orders coming to said party of the first part from Ohio, said party of the second part shall be accounted to in commissions on the same basis of discount as granted on purchases or such orders shall be referred to said party of the second part.

9<sup>th</sup>. The agency for the sale of said remedies shall be continued in the hands of said party of the second part as long as it is handled faithfully and energetically by said party of the second part and with such success as to sales and cures as shall seem in the judgment of the party of the first part to be reasonable.

10<sup>th</sup>. Said party of the second part may terminate this contract whenever the business shall seem to be unsuccessful from a professional or financial standpoint as not to warrant the expenditure of their money and labor which it entails.

11<sup>th</sup>. It is further agreed that the provisions of paragraph 5 in the written contract shall not become operative until the completion of all payments including the cash purchase of the first order as provided in paragraph 2 heretofore.

Subscribed to at Dwight Illinois by said party of the first part this 27<sup>th</sup> day of January 1891.

The Leslie E. Keely Co.  
Custis J. Judd, Secy & Treasurer.

Subscribed to at Dmighle- Ill. by said party of the second part- this 27<sup>th</sup> day of January 1891.

S. N. M. Cloud.

W. F. White.

H. A. Rodebaugh.

The plaintiffs say; that at the time said written contract was entered into, it was well understood that the parties of the second part therein named might associate others with them in the same, or might assign or transfer their several interests in the same to others, the assigns to have the same rights and privileges as the said original parties.

Said original contracting parties of the 2<sup>nd</sup> part pursuant to the agreement opened up an agency or depot for furnishing supplies and treatment to such persons as might desire the same.

By common consent of said parties said business was located at Mansfield Ohio, and was styled and known as the Keely Institute of Mansfield Ohio, and the same will hereinafter in this petition be called the Keely Institute.

All debts and liabilities of the said business were and still are contracted in the name of said Keely Institute and all receipts and disbursements in said business were and still are in the same name.

By common consent of the said contracting parties the several interests of the contracting parties of the second part were and still is called "stock" each of said original contracting parties holding one third of the stock in the same.

Said Keely Institute from the start did, and still does a large and profitable business.

The stock, or interest of the several parties rapidly increased in value in a short time, the stock or interest of each original contracting party was worth more than \$10,000.

About the day of 189 the said S. N. M. Cloud sold and assigned his stock, or interest in said Keely Institute to C. A. Rowe, T. E. Krause, and W. D. Brinkle and they became the owners of the one third of said Institute.

Said Rowe afterwards bought the interests of the said Krause and Brinkle and became the owner of the one third of the stock of said Institute.

Afterward the said W. F. White sold his stock or interest in the said Institute to J. M. Lisle and the said Lisle became the owner of the one third of the stock of said Institute.

Various sales and transfers of said stock were made from time to time; the said Rodebaugh sold one twelfth of the stock or interest in the said Institute to John Southard, and said Southard sold the same to the defendant L. J. Galen who now owns the same.

Said Rodebaugh made other purchases and sales of stock in the said Institute from time to time, but the books of said Institute being in the hands of the defendants, the plaintiffs are unable to give the several sales and transfers in their order.

Dr. J. M. Lisle bought stock in said Institute at different

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times, and made sales and transfers of the same.

The said Lisle sold to the defendant - R. L. Woodburn one-twelfth of the stock of said Institute, and the said Woodburn now owns and holds the same as the assignee of said Lisle.

Said Lisle also sold to the plaintiff U. S. Willard and Martha Willard each one-twelfth interest or stock in said institute, and the said Willards now own and hold the same.

All of said sales and transfers of stock were made with the knowledge and consent of the said Leslie C. Keely Company and the said Radabaugh.

And the said Leslie C. Keely Company and said Radabaugh held out to the public that the said stock was the subject of bargain and sale, and that persons purchasing the same would be received as stockholders in the said Institute and entitled to all the rights and privileges and emoluments of the said original contracting parties, to the amount of stock so by them purchased.

In the month of March 1894, the stock of the said Keely Institute was owned and held by the following parties in the following parts and proportions to wit: H. A. Radabaugh  $\frac{1}{6}$ , R. L. Woodburn  $\frac{1}{12}$ , U. S. Willard  $\frac{1}{12}$ , C. A. Bove  $\frac{1}{3}$ , U. S. Willard  $\frac{1}{12}$ , Martha Willard  $\frac{1}{12}$ , and the said J. M. Lisle  $\frac{1}{6}$  (the said Lisle had contracted to sell his interest to U. S. Willard but the sale fell through and said Lisle retained his stock).

On the 5<sup>th</sup> day of March 1894, while the stock in said Institute was owned as aforesaid there was a paper writing drawn up and signed by the said Radabaugh, Willard, Woodburn and Bove, in which it was provided that there should be a president, Treasurer & Secretary elected for said Company, and a board of three directors all of whom should serve for one year, and that a new election should be held on the first Tuesday in March in each year thereafter, the stockholders to vote in said elections in proportion to the stock held by such person.

Said Radabaugh was then selected as President, Woodburn as Treasurer and Bove as Secretary, but none of the other stockholders were consulted in regard to the paper and did not sign the same. Pursuant to said arrangement the said persons assumed the offices allotted to them and the said Woodburn took charge of the funds of said Institute.

Pursuant to the full knowledge and consent of the said defendants the said C. A. Bove sold and assigned his stock and interests in said Institute to the plaintiff Charles R. Cornell, which sale and assignment was made in the month of June, 1894, to wit: on the 1 day of June 1894.

And on or about the 12<sup>th</sup> day of June, 1894, the said J. M. Lisle sold his stock and interest in the said Institute to the said Charles R. Cornell and the said Charles R. Cornell ever since the date last aforesaid has been the owner of the one half of the stock and property of the said Institute and entitled to all the rights, interests and emoluments thereof.

And ever since the said last named date, the said Institute has been owned by the following named parties in the

following proportions to wit:

The said Charles R. Cornell  $\frac{1}{2}$ , the said C. S. Willard  $\frac{1}{12}$ , the said Martha Willard  $\frac{1}{12}$ , the said H. A. Radabaugh  $\frac{1}{6}$ , the said R. L. Woodburn  $\frac{1}{12}$ , and the said H. O. Waters  $\frac{1}{12}$ .

The plaintiffs say; that after the said Charles R. Cornell became the owner of the one half of the said Institute, he and the said Willards caused an incorporated Company to be formed as contemplated by the said original contract, which corporation was to be known as The Ohio Kelly Institute Company, and after procuring a charter for the purposes contemplated by said original contract, the plaintiffs requested the defendants to join with them in assigning the said original contract, and turning over the said Kelly Institute to the said Ohio Kelly Institute Company so that regular stock could be issued and said business carried on as originally contemplated, but the said Radabaugh, Woodburn and Waters refused to join in transferring the said contract, or Institute and the object of said Corporation has thus far failed.

The plaintiff say, that the said Radabaugh, Woodburn and Waters have formed an unlawful combination to hold said Institute for their own use and benefit and to deprive the plaintiffs of their stock and interests in the same, that after they refused to assign the said original contract to said Corporation, the plaintiffs have frequently requested them to join with the plaintiffs and form a new and proper management of the said Institute so that all parties interested could be equally represented and protected, but the said Radabaugh and Woodburn having taken possession of the books and property of said Institute in March, 1894, have held the same against the plaintiffs and refuse to let the plaintiffs take any part in the management thereof, or to receive any part of the emoluments of the same.

At first after refusing to transfer said property they claimed the right to hold the property of the said Institute until the first Tuesday in March, 1895, when a new election of officers should be held; and the plaintiffs not conceding their said right but being refused any participation in the management of affairs of said Institute did not commence legal proceedings but before the first Tuesday in March through their attorney the plaintiffs requested the defendants to hold a meeting with them on the first Tuesday in March, 1895, to elect new officers and rearrange the management of said Institute, but the said Radabaugh, Woodburn and Waters refused to submit to such election or to permit the plaintiffs to meet with them and hold an election, giving as reason therefor that the plaintiffs had a majority of the stock, and the management would not be satisfactory to the defendants.

After the said Radabaugh, Woodburn and Waters had refused to permit the plaintiffs to meet with them or join them in such election, the said Charles R. Cornell and the other plaintiffs did meet and elect officers and a new management for said

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Institute, the said Charles R. Cornell being elected Treasurer and Secretary, and the said W. D. Willard being elected president, and the said plaintiffs being elected as the executive committee.

Since the plaintiffs have been so elected they have deemed that the books and property of the said Institute be turned over to them, and that the defendants account for the receipts of said Institute since it has been in their charge, but the said Radabaugh, Woodburn and Bates refuse to turn over said books and papers or any of the property of the said Institute, or make any account of the proceeds of the same, and still refuse to permit the plaintiffs to take any part of the management of the said Institute, but the said Radabaugh, Woodburn and Bates have taken all the proceeds and property of the said Institute and appropriated the same to their own use, and refuse to make any account of the same.

The plaintiffs say, that it was their desire and so expressed to the defendants before the first Tuesday in March 1890, that all the stockholders of the said Institute should be represented in its management, and that the defendants would join in the same for the mutual benefit of all the parties, but they each refused to recognize the plaintiffs and for the reason the plaintiffs formed a new management, and the plaintiffs avow their intention to be, to so manage said business as will be to the benefit of all the stockholders and not to obtain any special benefit that will not accrue to the said defendants also.

When the said Charles R. Cornell first became a stockholder in the said Institute as hereinbefore stated, the said Radabaugh and Woodburn being in the possession of the money and property of the said Institute, made one and caused to be delivered to the said Cornell a statement of the property and effects of the said Institute which statement is as follows:

Keely Institute Marysville O. 6. 15. 94.

|                                      |            |
|--------------------------------------|------------|
| Accounts receivable (Patents Ledger) | \$ 2778.97 |
| Do, (Genl. Do.)                      | \$ 338.70  |
| Notes receivable                     | \$ 1577.36 |
| Due from Humphreys,                  | \$ 200.00  |
| Office Building                      | \$ 1020.00 |
| Furniture and Fixtures,              | \$ 160.00  |
| Do Do, (Toledo K? I?)                | \$ 226.98  |
| Drugs                                | \$ 226.50  |
| Whiskey                              | \$ 50.00   |
| Total                                | \$ 7864.41 |

From the first day of June 1894, (at which time said Cornell first became a stockholder in said Institute) the said Radabaugh and Woodburn furnished him with monthly statements of the receipts and disbursements of said Institute up to Sept. 1894, and then they refused to make any further statements or give any account of the said business.

The statements so furnished (omitting the items) are as follows:

|                                                |            |
|------------------------------------------------|------------|
| Receipts for the month of June 1894,           | \$ 867.88  |
| Receipts for the month of July 1894,           | \$ 1997.71 |
| Receipts for the month of August 1894,         | \$ 1729.08 |
| Receipts for the month of Sept. 1894,          | \$ 2132.66 |
| <del>The disbursements of</del> Total Receipts | \$ 6727.33 |

The disbursements of said Institute of Property managed should not have exceeded the sum of \$400.00 per month for the four months above named.

The plaintiffs say that they are unable to state what the receipts of said Institute have been since the month of September last, but they aver that with proper management they should not have been less than \$1800.00 per month, and the disbursements should not have exceeded \$400.00 per month.

The plaintiffs say that the said Kelly Institute with its various property and franchises, its business and emoluments are of great value and if properly conducted and managed will yield large profits to its stockholders and those interested in its business.

But the defendants Radabaugh, Goodburn and Waters are not taking proper care of it, and the said Radabaugh has asserted in writing that a drop in patients serves a good purpose.

And all the money received by the said defendants has been and is wholly unaccounted for so far as the plaintiffs are concerned, they account to the plaintiffs or to permit the plaintiffs to take any part in the management of the affairs of the said Institute.

And while the defendants refuse to account to the plaintiffs or permit them to take any part in the management of said business they go on and now are going on and doing business in the name of the said Kelly Institute knowing that all the debts and obligations bear on the plaintiffs two thirds to the one third of the defendants.

The plaintiffs have now exhausted every means known to them to obtain some redress but are unable to do without the aid of this Honorable Court.

The plaintiffs aver that the said Lucie E. Kelly Company, is not willing to interfere with the management of said Institute, but it is willing to recognize any management that will have the sanction of this Court, and it is to the best interest of all the parties that a speedy adjustment of the affairs of the said Institute be made.

The plaintiffs pray the Court, first that the said Radabaugh Goodburn and Waters may be required to render a full account to the plaintiffs of all moneys received by the belonging to the said Institute, and that they be required by the Court to make full restitution to the plaintiffs for all loss the plaintiffs have sustained by reason of their unlawful combination and conduct in keeping the plaintiffs out of the management of said Institute and that the Court will find and award a just sum that they, and each of them should pay to the plaintiffs and each of them for the loss and damage the plaintiffs have generally sustained, and that they be required by the decree of this Court to make the

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plaintiffs whole, and restore the plaintiffs and each of them all they have lost by reason of the unlawful conduct of the defendants as herein set forth.

And the plaintiffs pray that the Court will grant a mandatory injunction to the said H.A. Rodabaugh, R.L. Woodburn and W.L. Katis requiring and commanding them to deliver the property and books and franchises of said Keely Institute, to the plaintiffs and that the Court will formulate and decree such rules and regulations in regard to the management of the said Institute as shall be equitable and just:

And if the Court shall not deem it just for the defendants to turn over the management of said Institute to the plaintiffs that the Court will by its decree provide for them such recognition and part in the management of the said Institute as will protect their property therein.

And that said Charles R. Cornell who is the largest stockholder in said Institute, and by right the treasurer may be placed in charge of the funds of the same.

That if the Court by its decree is unable to otherwise adjust and protect the interests of the plaintiffs in the said Institute

then that the Court will appoint some suitable person as receiver of said Institute, to take charge of its money, franchise and property of every kind, and that said business may be continued for the benefit of all parties in interest under such regulations as the Court may deem meet; and if in the opinion of the Court this may not be done, then that the property of said Institute with all its privileges and franchises may be sold and the business of the Institute be wound up; and for all such other and further relief as may be equitable and just, and the nature of the case require.

Damern & Cameron  
E.C. Kimber

Attorneys for Plaintiffs.

The State of Ohio, Union County ss:

Charles R. Cornell being first duly sworn says that the facts stated in the foregoing petition are true.

Charles R. Cornell.

Sworn to before me and signed in my presence this 25<sup>th</sup> day of March, 1895.

J.H. Roswell Clerk  
Edw. A. Roswell Deputy.

Afterward on the 25<sup>th</sup> day of March A.D. 1895, the following summons was issued by the Clerk of this Court to wit:

Summons.

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

You are hereby commanded to notify H.A. Rodabaugh, R.L. Woodburn and the Lisle & Keely Company that they have been sued by Charles R. Cornell, W.L. Millard and Martha Millard in the Court of Common Pleas of Union County, and must answer by the 27<sup>th</sup> day of April A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 8<sup>th</sup> day of April A.D. 1895.

Witness my hand and the seal of said Court, this 25<sup>th</sup> day of March A.D. 1895.



J. N. Gosnell Clerk.  
By J. A. Gosnell Deputy.

Sheriff Return.

The State of Ohio,  
Union County

|                |        |
|----------------|--------|
| Sheriff's Fees |        |
| Sum & Ret.     | 60     |
| Mileage        | 48     |
| Copy           | 45     |
| Total          | \$1 53 |

Received this writ - March 25<sup>th</sup> A.D. 1895, at 2 o'clock P.M. and served same by handing a true copy of this writ with the endorsements thereon to R. L. Goodburn personally on the 26<sup>th</sup> day of March 1895, and a copy to H. A. Radabaugh on the 28<sup>th</sup> day of March 1895; personally, Leslie E. Kelly Company not found.  
J. M. Smodgrass, Sheriff.

Summons.

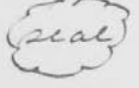
The State of Ohio,  
Union County ss:

To the Sheriff of Sandusky County:

You are commanded to notify W. G. Vaters that he has been sued by Charles R. Cornell, W. S. Millard and Martha Millard in the Court of Common Pleas of Union County, and must answer by the 27<sup>th</sup> day of April A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 8<sup>th</sup> day of April A.D. 1895.

Witness my hand and the seal of said Court this 25<sup>th</sup> day of March A.D. 1895.



J. N. Gosnell Clerk  
By J. A. Gosnell Deputy

Sheriff Return.

The State of Ohio,  
Sandusky County ss:

|                |        |
|----------------|--------|
| Sheriff's Fees |        |
| Service        | 30     |
| Indexing       | 10     |
| Doc. & Fee     | 20     |
| Mileage        | 82     |
| Copy           | 25     |
| Return         | 25     |
| Total          | \$1 42 |

Received this writ - March 26<sup>th</sup> 1895, at 9 o'clock A.M. and served same March 27<sup>th</sup>, 1895, by personally handing to the within named W. G. Vaters a true and certified copy of this writ with all the endorsements thereon.

Geo. Slessman Sheriff.  
By A. E. Slessman Deputy.

Summons.

The State of Ohio,  
Union County ss:

To the Sheriff of Livingston County, Ill.

You are hereby commanded to notify The Leslie E. Kelly Company, that they have been sued by Charles R. Cornell, W. S. Millard and Martha Millard in the Court of Common Pleas of Union County, and must answer by the 27<sup>th</sup> day of April A.D. 1895; or the petition of

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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 April A.D. 1895.

Witness my hand and the seal of said Court, this 26th day of March A.D. 1895.

seal

J. N. Gosnell Clerk.  
By J. A. Gosnell, Deputy.

Sheriff  
Return.

The State of Illinois,  
Livingston County } ss:

|                  |      |
|------------------|------|
| Sheriff's Fees   |      |
| Service & Return | 85   |
| Mileage          | 2 60 |
| Total            | 3 35 |

Received this writ March 29th 1895 at 11 o'clock A.M. and served same by reading the same to Leslie E. Keely, the president of the Leslie E. Keely Company, and at the same time delivering to him a true copy of the same, this 29th of March 1895.

Edward O. Reed, Sheriff  
of Livingston County Illinois.

Subscribed and sworn to before me this 2nd day of April A.D. 1895.

seal

Mary E. Powell  
Notary Public.

Motion to  
Strike out.

Afterward on the 29th day of March A.D. 1895; the following Motion was filed in the Clerk's office to-wit:

Charles R. Cornell et al

Court of Common Pleas  
Livingston County, Ohio.

vs  
H. A. Radabaugh et al

The defendants H. A. Radabaugh, R. L. Woodburn and H. G. Waters move to strike out of plaintiff's petition as surplus and immaterial matter the following to-wit: all that part of said petition reading as follows to-wit: "Where the said Charles R. Cornell first became a stockholder in the said Institute as hereinbefore stated, the said Radabaugh and Woodburn being in possession of the money and property of the said Institute made out and caused to be delivered to the said Cornell a statement" and containing or and including the copy of said statement the said defendants claimed said matter to be immaterial.

Furthermore in said petition are these words "and the said Radabaugh has assented in writing that a drop in patients serves a good purpose."

The said defendants move the Court to strike from said petition said words alleged to have been used or matter by said Radabaugh as immaterial matter.

Also that the Court strike out from the title of the case the words "The Leslie E. Keely Company" where it is mentioned as a defendant. The same being surplus matter there being no averment or prayer of the petition affecting said Company and the placing of said name as a defendant is prejudicial to these defendants, Radabaugh, Woodburn and Waters making this motion.

Robinson & Woodburn  
Attys of said deffs.

Day of April  
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Deputy.  
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L. E. Keely  
W. S. Hill and  
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petition of

Motion for security for costs. 6897

Afterward on the 29<sup>th</sup> day of March A.D. 1895; the following motion was filed in the Clerk's office to wit:

Charles R. Cornell et al vs H. A. Radabaugh et al Court of Common Pleas, Union County, Ohio.

The defendants H. A. Radabaugh, R. L. Woodburn and H. S. Hattus now come and move the Court to make an order in this case requiring plaintiffs to give security for costs in the case for the reason that they are all non residents of the County of Union, Ohio.

J. C. Robinson Atty for said defts.

Answer. 6897

Afterward on the 6<sup>th</sup> day of April A.D. 1896, the following answer was filed in the Clerk's office of said Court to wit:

Charles R. Cornell et al vs H. A. Radabaugh et al Court of Common Pleas, Union County, Ohio.

Now come said H. A. Radabaugh, R. L. Woodburn, and H. S. Hattus and make their joint answer to so much of said petition of the plaintiffs as they have not moved to strike out as surplus matter, and they say that they admit that The Leslie E. Keely Co. is incorporated under the laws of the state of Illinois for the purpose mentioned in said petition, and that about the 27<sup>th</sup> day of Jan'y, 1891, said Company executed with said S. N. M. Cloud and H. A. Radabaugh and H. S. White the written contract of agency copied into said petition, granting to them the sole agency and authority to buy, use and administer the Leslie E. Keely remedio, commonly so known for the cure of the liquor, morphine and tobacco habits, with the State of Ohio on conditions named in said contract of agency, but these defendants deny that by said written contract or by any implied or express understanding of the parties, the said agency or either member of it had any right or should have any right to transfer said agency or any interest therein to any other person except that it was the understanding and agreement of said parties that if the said White, Radabaugh and M. Cloud should procure a Company to become incorporated under the laws and they should assign said contract of agency to said incorporated Company, that said Leslie E. Keely Company would ratify said assignment and recognize said incorporated Company in the stead and with the same terms and conditions as by said contract said M. Cloud, Radabaugh and White were authorized to conduct said agency but beyond that power to assign said agency, neither the said Leslie E. Keely Co. nor either of said parties have ever agreed together that said agency was or could be transferred to other parties but on the contrary these defendants say that said treatment is professional and the said Company does not commit the treatment to any one until after inquiry it is satisfied that the person or persons to whom said agency is intrusted are competent in every way to intelligently administer the said remedio, and further in order

to provide... reserve... by wh... said... seem... dants... gard... Compul... execut... the pro... and sa... to proce... Ohio, w... the Se... fused... the Al... section... able to... said... Compas... and... and... said... interes... first... a shill... practi... 1891, g... hindr... great... least... it had... it was... ess and... part of... to, ex... may be... ments... March... claim... by Dr... and the... submi... must... assign... divide... and as

to protect itself from incompetent or unsatisfactory management - reserve in the contracts with agencies the right to terminate the agency whenever it ceases to handle "faithfully and energetically" the said treatment and "with such success as to sales and cures as shall seem in the judgment of said Co. to be reasonable, and these defendants say that such inquiry was made by said Company with regard to said Dr. White, Dr. Rodabaugh and Dr. S. H. Cloud and their competency every way was approved before said written contract was executed and said conditions were entered in said writing for the protection of said Co. and for the protection of the treatment itself, and said conditions are necessary to the protection of said remedies.

The said defendants did expect when said contract was made to procure a company to become incorporated under the laws of Ohio, to which to transfer said agency and made application to the Secretary of State at that time, viz: Daniel J. Ryan, who refused to grant a Certificate of incorporation under the advice of the Attorney General who decided that it would be a violation of Section 3285 of the revised statutes of Ohio, and they have been unable to procure any incorporation of a company to carry on said business.

That soon after a failure to procure an incorporation of a company to which to assign said agency, the said White sold and transferred all of his rights in said contract to other parties, and said S. H. Cloud sold and transferred all of his rights in said contract to other parties and thereby they ceased to have any interest therein but the management of said agency from its first inception in Ohio has been in said H. A. Rodabaugh, who is a skillful physician and left a large and lucrative general practice to take charge of said agency and has ever since Jan'y. 1891, given it his constant attention and notwithstanding the hindrance and interference hereinafter mentioned has made a great success of the Institute established at Marysville, Ohio, at least in a professional way if not in a financial way, and if it had not been for the hindrances and interferences aforesaid it would have proved a greater professional and financial success and a great blessing to the people of the state.

Although said Leslie E. Kely Co. became informed of at least a part of the assignments made from time to time, it never consented thereto, except so far as it might be claimed that a failure to forfeit the agency by the said Company may be held to be an assent to said assignments; but these defendants say that in all the assignments prior to March 5<sup>th</sup>, 1894, it was well and distinctly understood by all the parties claiming an (agency) interest in said agency that the management by Dr. Rodabaugh would be continued, and as the defendants believe and therefore aver, the said Leslie E. Kely Co. would not have silently submitted to said assignments but for the fact that the management would not be changed thereby and that said interests so assigned only gave such assignees the right among themselves to divide the results of the enterprise to suit themselves, but these defendants believe and aver that said Company would have withdrawn

said agency immediately if the management had been changed without its assent and approval; and every allegation of said petition that said Company ever had anything to do with any of said resignments or assents thereto is specifically denied and the allegation that it is now willing to recognize any party or persons whom the Court may designate is also denied by these defendants, but on the contrary these defendants believe and aver that said Company whenever said agency is destroyed and another agency attempted either by the order of this Court or by an attempted sale of the right given in said writing to conduct said agency, will avail itself of its reserved rights and declare said agency terminative and thereby destroy the agency built-up in the State of Ohio and establish a new agency.

The said defendants further answering say that owing to the lack of proper organization of the persons claiming an interest in said agency much conflict and unsatisfactory contention existed from time to time in regard to said management and some very dangerous litigation was commenced against said agency and the members interested therein, and certain conflicts between said agency and said Co. arose whereby it became apparent that a more definite understanding was necessary between said parties claiming an interest in said agency, and at a regular meeting of said parties at Mansfield, Ohio, at which said Rodebaugh, Woodburn, Katers, J. M. Lisle and C. A. Bone were present representing all the interests claimed in said agency except said H. D. Millard and Martha Millard, and at that meeting, to wit: March 5, 1894, it was agreed by said parties that for reasons necessary to procure a successful continuance of said agency in the future no assignee of any of the persons claiming an interest therein should thereafter be allowed to become authorized to take part in the management of said agency without being first admitted to such right by a majority vote in interest of the others. This was the defendant avers, a necessary and a proper regulation both to prevent transfers that would be unsatisfactory in the management and avoid the very evils which are hereinafter set forth; the said agreement was considered in open meeting aforesaid and adopted and reduced to writing and signed by all present except J. M. Lisle whose interest at the time was in dispute with one H. D. Millard and for that reason he did not sign the same, and a copy of said contract and by-law is hereto attached and made a part of this answer, and these defendants deny that none were consulted in regard to the same except those who signed said writing; the said Millards were not present at that regular meeting but know of said meeting.

Some time after said March 5, 1894, said Rodebaugh and Woodburn learned that said Charles R. Cornue was about to make a trade with said C. A. Bone for whatever interest he had in said agency and they learning his history and character and purpose notified him of the said contract and regulations of March 5, 1894,

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and informed him that he would not be admitted by them into the management if they could prevent, and notwithstanding said notice he afterwards took an assignment from said Bove and said Lisle of their interest in said agency.

Afterwards said Cornell and said Willards associated some other persons whom these defendants are unable to name with themselves and applied to the Secretary of State of Ohio, for articles of incorporation and obtained as defendants are informed by him letters of incorporation in the name of the Ohio Reel Institute Co. but whether it authorizes said Co. to conduct said agency these defendants do not know, but they say it does, and it is unlawful as decided by the Attorney General of the state and void.

The said Cornell and said Willards, as said defendants are informed and aver, organized under said letters of incorporation and assigned to it their interest in said agency and said H. S. Willard as president of said Co. last mentioned, and said Cornell as secretary and treasurer about the 25<sup>th</sup> of October, 1894, by the aid and assistance of H. B. Cornell, John W. Doan and John W. Cornell did by fraud and deceit and force and violence attempt to obtain forcible possession of the Marysville Reel Institute in the name of said pretended incorporated Co. with the design and purpose of ousting said defendants from said agency and usurping the same.

The said application for said incorporation was without the knowledge or consent of these defendants and without the authority of the law and the attempt to transfer said agency to said pretended Co. was without their authority and without the authority of the law and void and yet greatly damaged said agency and to a considerable extent destroyed its business and has ever since caused such contention and discussion as to diminish the number of patients and to increase the expense of management whereby these defendants have been greatly damaged.

These defendants further answering say, that said H. S. Willard at one time took said treatment and notwithstanding he claimed to be and was cured of the alcohol habit, yet he afterwards renewed the use of intoxicating liquors as a beverage, to excess once, to-wit: Jan'y. 1, 1894, at one of the meetings at Marysville, Ohio, at said Institute in the presence of its patients became intoxicated greatly to the disgust of its patients and to the injury of said agency, and he publicly drank intoxicating liquor and publicly denounced said treatment as a fraud; and he resides in the State of Michigan and has never since Jan'y. 1894, attended any meeting of said persons interested in said agency and has never to the knowledge of these defendants taken any interest therein, and whether he has authorized the use of his name in any of the movements mentioned by said Cornell in his petition these defendants have no means of knowledge but they say they believe and allege that he has taken no part therein except allowed said Cornell to use his name as a means to usurp if possible the management of said agency and these defendants say he is by habit, character, residence and disposition towards the said remedy wholly unfit and disqualified as a manager of said agency.

They further answering say that said Charles Cornell did not take said assignment from said Bone and from said Lisle of their said interests because he had any love for the work or any fitness for the same, but traded it them on speculation real estate in the City of Columbus, Ohio which was heavily mortgaged with the purpose of forming said agency and then selling the same as but he might, as a speculation and venture merely, and not as a legitimate business, whereby the character of the work accomplished would become a failure and the reputation of the remedy destroyed, and the said defendants greatly damaged; and the said Cornell in order to make money and succeed in his said plans encouraged and aided one Dr. Clarence Mario who opened and was conducting an Institute for the cure of said habits in the City of Columbus, Ohio at the time said Cornell made said trade with said Bone and said Lisle which Institute falsely claimed to give the Kelly treatment and claimed to be using the Kelly remedies of which said Cornell at the time was fully informed and said Cornell continued to encourage the said Mario Institute, and had an agreement with him whereby he was to be furnished with said Kelly remedies as soon as he could obtain possession of the said Marysville Kelly Institute, all of which was and as he well knew would be a violation of the rights of said Leslie E. Kelly Co.; and he the said Charles R. Cornell claimed at the time that it was no business of the said Leslie E. Kelly Co. whether he should furnish said remedies to such Institutes or not; and further claimed to defendants that if the Leslie E. Kelly Co. should on that account declare the agency at an end he would claim damages and would recover large damages from said Company, and these defendants say that his attempts at getting possession and his said petition in this case is in furtherance and aid of said purposes and plans, and these defendants say that he the said Cornell is wholly irresponsible, is a plunger, and adventurer and speculator and wholly unfit and disqualified to have the management of said agency.

The defendants say further that they have no knowledge of any election as stated in said petition and they deny that any such was held and they say that if there was it has no effect on the rights of these defendants and give to plaintiffs no rights whatever.

The said defendants say that they deny all the allegations of said petition not herein admitted and especially all allegations therein claiming any compination between defendants to deprive plaintiffs of any rights they have in regard to said agency; and especially deny all allegations of said petition claiming mismanagement of said agency, and all claims that they defendants, are appropriating the receipts of the same to their own use, and say that outside of necessary expenses they are reserving any surplus they obtain to meet liabilities that may arise out of contracts and mismanagement of said

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agency prior to March 5, 1894.

The said defendants deny the right of this or any other Court to run or conduct said agency by a receiver, and deny its right to grant any relief except in accounting of receipts with a decree of a dissolution of all relations whatever between these defendants and the plaintiffs, and if that should be done the defendants say they should have in equity out of the assets of said agency compensation for the large damages they have sustained by reason of said wrongful conduct of the plaintiffs and that proper provisions may be made out of these assets to satisfy any and all liabilities of said agency arising from its business in the past and the said answering defendants say the said Leslie C. Keely Co. liabilities or responsibilities in regard to the contentions between plaintiffs and defendants aforesaid, and will as these defendants believe be justified in withdrawing said agency whenever the Court or any authority or person shall deprive the said Rodabaugh and these defendants from its management.

Wherein in this answer the word "defendants" is used they mean said Rodabaugh, Waters and Woodburn but do not include "The Leslie C. Keely Co."

These defendants join with plaintiffs in their prayer for proper relief in the premises.

Robinson Woodburn  
Atty. for said defendants.

The State of Ohio }  
Linn County, ss. }

R. L. Woodburn and H. A. Rodabaugh being duly sworn depose and say they believe the allegations of the foregoing answer are true.

R. L. Woodburn  
H. A. Rodabaugh

Sworn to before me and signed in my presence by said parties this 4th of April, 1890.

Seal

J. K. Gosnell, Clerk.  
By Geo. A. Gosnell, Deputy.

Copy of  
Contract.

Copy of Contract dated March 5, 1894.

Marysville March 5, 1894. - Whereas on the 27th day of Jan'y., 1891, The Leslie C. Keely Co. of Dwighe-ill. of the first part; and H. A. Rodabaugh W. F. White and S. W. W. Cloud of the 2nd part; entered into a contract whereby said parties of the 2nd part became the sole agents of the party of the 1st part to sell, use and administer in the state of Ohio, the Keely remedies for the cure of the Alcohol, Morphine, Tobacco, and other nervous diseases and whereas said W. F. White and S. W. W. Cloud have sold their interest in said contract and the business created under it in Ohio, so that the said H. A. Rodabaugh now owns one-sixth thereof, R. L. Woodburn the one-twelfth part thereof, C. A. Bove the one-third thereof, W. S. Millard one-twelfth thereof, Martha Killard one-twelfth thereof, W. H. Waters one-twelfth thereof, and G. D. W. Dowell the one-sixth thereof, and are now under the name and style of The Keely Institute of Marysville conducting the business aforesaid under the rules of said agency as

required by said written contract.

Now for the better management of said business, we the said persons interested and constituting said Company do hereby agree to the following rules for the future management of said business, viz:-

1<sup>st</sup>. Said Company shall be known as the Keely Institute of Marysville, and it shall elect a President, Secretary, and Treasurer, and an executive Committee of three who shall hold their offices for one year and until their successors shall be elected; each member of said Company having a vote in said Company having a vote in said election equal to his proportion of interest therein.

2<sup>nd</sup>. Said President shall preside at all the meetings of said Company, the Secretary shall keep the minutes of the proceedings of said Company, and the Treasurer shall receive and keep a full record of the receipts and disbursements of the Company and report in writing monthly to the executive Committee and the other stockholders.

3<sup>rd</sup>. The executive Committee shall transact all business of the Company, and no other member or members of the Company shall have any right or power to make any contract or transact any business by which to bind said Company, and it shall approve all claims before the Treasurer shall pay the same; but the executive Committee shall not employ a general manager without the approval of the Company at the regular quarterly meeting thereof.

4<sup>th</sup>. No person shall hereafter become a member of said Company without being elected thereto by the majority of said Company, and all persons who shall become interested by such election or as heir or legatee by the death of any of said Company shall be bound by these rules and regulations.

5<sup>th</sup>. The first election shall be at the present meeting of said Company, and the annual election thereafter shall be on the first Tuesday of March of each year, and every vacancy shall be filled at the regular quarterly meetings of the Company after such vacancy shall occur.

6<sup>th</sup>. The executive Committee shall declare dividends to the members of the Company and parties interested as often as the financial condition thereof will admit; and the records of the receipts and disbursements shall be at all times open to the inspection of all members of the Company, and no one of the said officers shall as such receive any compensation for their services as such except their necessary expenses shall be paid out of the treasury.

7<sup>th</sup>. The foregoing rules may be changed at any quarterly meeting of the Co. by the approval of two-thirds in interest of the members of said Co. and said Company may by resolution at any of its quarterly meetings wherein two-thirds in interest are present direct and control the executive Committee in respect to any particular contract or transaction concerning said business; and the regular meetings of said Company shall be at the Keely Institute office a Marysville.

H. A. Rodabaugh      W. L. Katus  
R. L. Woodburn      C. A. Bowe

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Reply-  
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Afterwards on the 19<sup>th</sup> day of April A.D. 1895, the following  
Reply was filed in the Clerk's office of said Court to wit:  
Chas. E. Cornell et al | Cause of Common Pleas  
vs | Union County, Ohio.  
H.A. Radabaugh et al

Plaintiffs, for their reply to the answer of the  
defendants say, that they admit W. F. White and S. G. W. Cloud sold  
and transferred their interest under the contract alleged in plaintiffs  
petition, and they admit that H. A. Radabaugh is a skillful physi-  
cian, but they deny that he left a large and lucrative practice  
to take charge of said agency, but on the contrary allege that the  
said Radabaugh devoted a large part of his time to the general  
and special practice, and plaintiffs can not state the amount  
derived by said Radabaugh from his general and special practice,  
but allege that they believe that he received from the treatment of  
rectal diseases and other practice from two hundred to three  
hundred dollars per month; that he is frequently absent from  
the institute for several weeks at a time, and that the treatment  
of the patients is left largely to Dr. W. G. Barn and other physicians.

Plaintiffs further say that the said Radabaugh pays Dr. W. G. Barn  
to do the institute work, while the average number of patients treat-  
ed at said Institute are less than one-third of the number that  
can be safely and satisfactorily treated by one physician.

Plaintiff further replying, deny that said treatment is pro-  
fessional, and that said Leslie E. Kelly Company does not commit  
the treatment to any one until after inquiry it is satisfied  
that the person or persons to whom said agency is intrusted  
are competent in every way to intelligently administer the rem-  
edies, and further deny that said inquiry was made by said  
Company with regard to said White Radabaugh and W. G. Cloud,  
and their competency every way approved before said written con-  
tract was executed; but say that said Leslie E. Kelly Company  
does require that the physician in charge of all institutes shall  
be instructed at Dwight, Illinois, and be competent to administer  
the remedies of said Leslie E. Kelly.

Plaintiffs further admits that defendants made application  
to the Secretary of State for incorporation, but for want of knowledge,  
deny that said application was refused and the reasons therefor as  
alleged in said answer.

Plaintiffs further deny that said Leslie E. Kelly ever consented  
to any of the assignments made by the said several partners, and  
also deny that said interests so assigned only gave to such assignees  
the right to divide among themselves the results of the enterprise,  
but allege the fact to be that each person securing an interest in  
said Company had, and has equal rights with all other partners in  
said business.

Plaintiffs further deny that any conflict or unsatisfactory  
contention existed by reason of a lack of proper organiza-  
tion of the persons having interests in said agency.

Plaintiff admits that some dangerous litigation was begun

and permitted to be begun against said agency by the manager thereof and against said agency.

Plaintiff further deny that the contract of March 5<sup>th</sup>, 1894, was brought about by any differences in said partnership, but say that it was brought about by the defendants herein in furtherance of their plan to seize, hold and control said institute to their own advantage and interest.

Plaintiffs further say that said contract of March 5, 1894, was prepared by Robinson and Goodburn and that three of the partners refused to sign said contract; that four of said partners signed the same, including E. J. Bove who refused to sign until he was paid a salary as one of the officers under said agreement.

Plaintiff further says that the purchase by Chas. R. Cornell of the interest now held by him was made with the knowledge and consent of the defendants herein, and plaintiffs deny that defendants at any time notified said Chas. R. Cornell of the contract of March 5, 1894, or that they informed him that he would not be admitted by them into the management if they could prevent it; but on the contrary plaintiffs aver that no objections were made by defendant to said C. R. Cornell until several months after he became a partner in said Institute.

Plaintiff further say that they deny that said Chas. R. Cornell is irresponsible, a plunger and adventurer, and a speculator, but say that said Cornell has been for several years in business for himself and was for several years Manager of The Cornell-Phenezer Chemical Co. one of the leading Drug and Surgical instrument houses in Columbus, Ohio, and by reason of his experience in dealing in drugs and chemicals and with the public generally, he is competent and well qualified to fill any place in the management and control of said Institute.

Plaintiffs further say that the Ohio Keely Institute Co. was incorporated under the laws of the state of Ohio, but denies that said incorporation was unlawful and void.

Plaintiffs further admit that the said Ohio Keely Institute Co. elected officers, and admit that said Co. did take possession of the Mansfield Keely Institute on or about the 25<sup>th</sup> day of October, 1894, but denies that the same was by force, fraud, or deceit, or with the design and purpose ofousting said defendants from said agency and usurping the same, but that the same was done under and by virtue of said contract in full compliance with the conditions of the same, and the intentions of the parties thereto and in good faith.

That the defendants herein have resisted these plaintiffs as well as the Ohio Keely Institute Co. by all means and devices known to them in obtaining any rights or information concerning their rights in said Co., and have done all in their power to break down and destroy the business of the plaintiff.

Plaintiff further replying deny each and every allegation contained in the answer of defendants not set forth in plaintiffs petition and not specifically admitted or denied herein.

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Wherefore plaintiffs ask that the relief prayed for in their petition and all other relief to which they may be entitled, either in law or equity may be granted them by the Court.

E. L. Brinker  
Cameron & Cameron  
Attorneys for Plaintiffs.

State of Ohio }  
Franklin County } ss:

Charles R. Cornell being duly sworn says that he is one of the plaintiffs named in the reply that the facts and allegations therein contained are true as he verily believes.

Sworn to before me this 15<sup>th</sup> day of Ohio, A.D. 1896:  
R. E. Kustfall  
Notary Public  
Franklin County, Ohio.

Afterwards on the 6<sup>th</sup> day of July A.D. 1896, the following Motion was filed in the office of the Clerk of said Court, to wit:

Motion.  
6897

Charles R. Cornell et al | Court of Common Pleas,  
vs | Franklin County, Ohio.  
H. A. Radabaugh et al

Now comes the plaintiffs and move the Court for the appointment of a receiver in this action, upon the grounds stated in the petition herein and the Affidavit of the said Charles R. Cornell herein filed.

Frank A. Bucher  
Cameron & Cameron  
Attorneys for Plaintiffs.

Afterwards on the 30<sup>th</sup> day of September A.D. 1896, the following Entry was filed in the office of the Clerk of this Court to wit:

Entry.  
6897

Charles R. Cornell et al | Court of Common Pleas  
vs | Union County, Ohio.  
H. A. Radabaugh et al

This day came the parties and their attorneys, and this cause came on to be heard upon the petition and amended answer of the defendants Radabaugh, Woodburn and Waters, and the reply thereto; the defendant, The Leslie E. Keely Co. through duly and legally served with summons, being in default for demurrer and answer to the petition.

On consideration whereof the Court being fully advised in the premises do find that all of said defendants have been duly and legally served with summons in this action according to law.

The Court further find that said Radabaugh, Woodburn and Waters have agreed upon terms of settlement and reduced the same to writing, and that the terms of said settlement have been fully performed and carried out; and that all parties interested in the original contract with said Leslie E. Keely Co. as party of the second part have duly assigned said contract and their respective interests in the same to the Ohio Keely Institute

Company, a corporation formed for the purpose contemplated and set forth in said Contract; and that by the consent of all parties said Ohio Kelly Institute Company succeeds to and is vested with all rights and privileges specified in said original Contract; and that said Corporation by virtue of said assignment is now the lawful agent of the said The Lellie E. Kelly Company, and duly entitled to act as such under and by virtue of the terms of said Contract.

Said settlement is now approved and confirmed as the judgment of the Court, and by agreement of the parties the costs of this action is to be paid as follows: Each party is to pay the cost made by it or them respectively.

Approved

John A. Price, Judge.

Attest

J. N. Donnell  
Clerk.

Please continued and held at the Court house in Mansfield within and for the County of Union, in the Third Judicial District of 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 13<sup>th</sup> day of January in the year of our Lord, One thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit: on the 14<sup>th</sup> day of January A. D. 1896, Clifton Andrews and others filed a Motion "to distribute money" (in the cases of Clifton Andrews et al) in the Clerk's Office of the said Court of Common Pleas to-wit:

Motion  
Lin. 5756

Clifton Andrews  
vs

Edward Morgan

George Gray

" 5767

vs

Edward Morgan

Robert Bright

vs

" 5758

Edward Morgan

Charles Loop

vs

Edward Morgan

Court of Common Pleas,  
Union County, Ohio.

Motion.

Now comes the plaintiffs and moves the Court for an order of distribution of the proceeds of sale of personal property levied upon and sold at private sale by the Sheriff of Union County, by virtue of a judgment and transcript taken from the Justice of the Peace, in Paris Township Union County, Ohio,

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and filed on the Lien Docket with the Clerk of the Common Pleas Court.

Said personal property is sold and the proceeds of sale is in the hands of the Sheriff awaiting distribution.

F. A. Thompson  
Attorney for Plaintiffs.

Afterward on the 14<sup>th</sup> day of January A.D. 1896 the following Entry was filed in the office of the Clerk of this Court to wit:

Entry  
L. 5756

Clifton Anderson  
vs  
Edward Morgan  
Court of Common Pleas  
Union County, Ohio.

The plaintiffs come and upon motion the Court ordered distribution of the proceeds of sale of the personal property levied upon, and sold by the Sheriff, by first paying the costs of the case, and three other cases brought at same time, and numbered herein, and against the same defendant, and the balance to be applied to the plaintiffs in the Cases No: 5756-5757-5758 and 5759, and to be applied *pro rata* in payment of the judgments herein taken and from transcript filed and execution and sale made so.

F. A. Thompson  
Attorney for Plaintiffs.

Attest  
J. N. Hornell  
Clerk.

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of Ohio before the Honorable John A. Price Judge of said Court of  
the Term of January Term: On the 13<sup>th</sup> day of January in the  
year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore on the 10<sup>th</sup> day of October  
A. D. 1896; Grace A. Halfhill filed in the Clerks office of the said  
Court of Common Pleas the following Petition in Divorce  
against Ransom Halfhill to-wit:

Petition.

6973

Grace A. Halfhill } Court of Common Pleas  
vs } Union County, Ohio.  
Ransom Halfhill }

Plaintiff says that she has been a resident  
of the State of Ohio for the year last past and is now a lone  
single resident of said County of Union, Ohio.

On or about the 13<sup>th</sup> of June, 1894, she was married at  
said County to the defendant; there is no child of said marriage.

Defendant throughout said marriage has failed and  
willfully neglected to provide plaintiff with the common necessa-  
ries of life, though capable of earning a living and irregular  
receipt of a pension, whereby the plaintiff has been compelled to  
rely upon her own exertions and means and the charity of  
friends for a living.

Her only property consists of 60 acres of Dower Land,  
set off to her in this case out of which she gets her own support  
and the support of her family consisting of six minor children  
by former husband.

Defendant on or about September, 1894, and at other times  
was guilty of extreme cruelty towards the plaintiff by violently  
choking and striking her.

On or about January, 1895, defendant willfully jabbed and  
wounded the plaintiff with a pitch fork.

Defendant has habitually abused the plaintiff and family  
since said marriage, by abusing language and also threatened  
her and them with personal violence.

For about four months last past plaintiff and defendant  
has been living separate and apart on account of his said aggre-  
ssions, that since their separation he has continued said threats  
of violence and so terrorizing the plaintiff that she was compelled  
to commence proceedings against him, in which proceedings  
he is now under bond to keep the peace.

Wherefore the plaintiff says that it is impossible for  
her to continue the marital relation with the defendant, and  
plaintiff charges defendant with gross neglect of duty and  
extreme cruelty and asks that she may be divorced and  
for all proper relief.

Grace A. Halfhill  
J. B. Cole  
Attorney of Plaintiff

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Summons  
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Afterwards on the 10th day of October A.D. 1895: The following  
Summons was issued by the Clerk of this Court to-wit:  
The State of Ohio } To the Sheriff of  
Union County ss: } Union County.

You are commanded to notify Reason Halfhill that  
Grace A. Halfhill 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), charg-  
ing him with extreme cruelty and gross neglect of duty, and asking  
that she be divorced from him and for other proper relief.

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

You will make due return of this summons on the 21st day of Oct.  
A.D. 1895.

Witness my signature as Clerk of our said Court  
of Common Pleas and the seal of said Court  
at Marysville this 10th day of October A.D. 1895:

Seal

J. N. Roswell Clerk

Sheriff's  
Return.

| Sheriff's Fees |        |
|----------------|--------|
| Service        | 50     |
| Copy           | 15     |
| Mileage        | 5 12   |
| Return         | 23     |
| Total          | \$6 02 |

Received 4 O'clock P.M. on the 10th day of October  
A.D. 1895; and on the 15th day of October A.D. 1895  
I served the same by leaving a true copy thereof  
& this writ with the undersheriff's return together  
with a copy of this petition at the usual place of  
residence of Reason Halfhill

J. S. Swadgrass, Sheriff.

Answer  
6973

Afterwards on the 28th day of October A.D. 1895: The follow-  
ing Answer was filed to-wit:

Grace A. Halfhill }  
vs } Court of Common Pleas  
Reason Halfhill } Union County, Ohio.

Defendant Reason Halfhill says for his answer  
to plaintiff's petition for divorce that he denies that he was cruel  
to plaintiff, or that he fabled plaintiff with a pitchfork as alle-  
ged in her petition, and he also denies that he ever abusive  
language to plaintiff or her children, or that he failed to provide  
for her or her family, he further says that it is not true that she  
depends on the 60 acres of land mentioned in her petition, but  
that she has the income of One hundred and three acres for the supp-  
ort of her children minors mentioned in her petition, and he fur-  
ther says that he has given his entire time and labor for the support  
of plaintiff and her children, and that he has used all of his per-  
sonal money for her comfort; and that he has always been kind  
and affectionate to her, lacking nothing in the performance of  
his duty as a true and kind husband, and he further says that  
he denies to be even at any time or place since his marriage  
with plaintiff that he has offered any violence, or been wanting in  
his duties as kind, true and affectionate husband. Thomas Reed  
Attorney for Defendant.

The State of Ohio, Union County ss: Reason Halfhill being first-  
duly sworn says that the facts and allegations set forth  
in the foregoing answer are true as he verily believes.

Reason Halfhill.

Sworn to and subscribed before me this 28th day of  
October, 1895.

*(Seal)*

J. N. Gosnell, Clerk.

Afterwards on the 29th day of January A.D. 1896 the follow-  
ing entry was filed in the Clerk's office, to wit:

Entry  
6978

Grace A. Halfhill

vs  
Court of Common Pleas.

Union County, Ohio.

Reason Halfhill

This day came the plaintiff and thereupon  
this cause came on to be heard and was submitted to the Court  
on the petition of the plaintiff, the answer and the evidence,  
on consideration whereof the Court find that the plaintiff at the  
time of filing her petition herein, had been a resident of  
the State of Ohio for one year next preceding the same and  
was at that time a bona fide resident of said County of Union,  
and that the parties hereto were married as in said petition set  
forth.

The Court further find from the evidence adduced that  
the defendant has been guilty of gross neglect of duty and ex-  
treme 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  
Grace A. Halfhill and said Reason Halfhill be, and the same  
herby is dissolved and both parties are released from the obli-  
gation of the same.

It is further ordered that the petitioner be and she her-  
by is restored to her former name of Starkey.

It is further considered by the Court that the said plain-  
tiff pay the costs hereof, and recover of the defendant her costs  
herein expended taxed to \$

Attest

J. N. Gosnell

Clerk.

J. B. Cole Atty.

Petition.  
6951

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Please 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 F. Price Judge of said Court of  
the Term of January to wit: on the 13<sup>th</sup> day of January in the  
year of our Lord One thousand Eight hundred and Ninety six.

Be it remembered that heretofore to wit: On the 26<sup>th</sup> day of  
August A. D. 1895; Charles F. Wilson filed in the Clerk's office of  
the said Court of Common Pleas the following Petition against  
Hester V. Wilson to wit:

Petition.  
6951

Charles F. Wilson | Court of Common Pleas  
vs | Union County, Ohio.  
Hester V. Wilson

Charles F. Wilson for cause of action says:

That he is an actual resident of said County of Union and a  
bona fide resident of the state of Ohio, continually for one year  
and more last past; that he and the defendant Hester V. Wilson  
were married to each other on or about the 3<sup>rd</sup> day of June A. D. 1886,  
and that there is now one child the issue of said marriage  
Mable Wilson a girl born March 17<sup>th</sup> 1887.

That he has always considered himself as a true and  
faithful husband to the said Hester V. Wilson and that on the  
12<sup>th</sup> day of June A. D. 1890, the said Hester V. Wilson left her bed  
and board and has steadily refused to return to him; that she  
has been willfully absent for more than three years last past.

That she is trying to obtain a divorce from him in the state  
of West Virginia, wherefore plaintiff Charles F. Wilson prays he  
be adjudged and decreed a divorce from his said wife, Hester V.  
Wilson and that the bonds of their said marriage may be abso-  
lutely dissolved, and for costs and all proper relief.

W. W. Merchant  
Attorney for Plaintiff

Dependent  
for  
Publication

The State of Ohio, Union County ss:

Charles F. Wilson the before named  
plaintiff swears that service of summons and a copy of the petition  
herein can not be made within this state upon said defendant Hester  
V. Wilson, that this action is brought by the said Charles F. Wilson  
against the said Hester V. Wilson in this Court for divorce according  
to the statutes in such case made and provided and further with  
out.

Charles F. Wilson

Sworn to before me and subscribed in my presence this 26<sup>th</sup>  
day of August A. D. 1895:

J. N. Hornell Clerk.

Proof of  
Publication

Afterward on the 4<sup>th</sup> day of Aug<sup>r</sup> October A. D. 1895, the follow-  
ing Proof of Publication was filed to wit:

The State of Ohio, Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed

notice was published for 6 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with August-29<sup>th</sup> 1896:

J. A. Hare

known to and subscribed before me this 4<sup>th</sup> day of October A.D. 1896:



J. N. Hoernell Clerk.

Legal Notice.

Hester V. Wilson whose place of residence is unknown, late of Marietta O. will take notice that on the 25<sup>th</sup> day of August A.D. 1896, in the Court of Common Pleas. of Union County, Ohio, where the action is now pending being cause No. 6957, the undersigned Charles F. Wilson filed his petition against her, the said Hester V. Wilson praying for divorce from her.

The said Hester V. Wilson is required to answer the petition in said action not later than 6 weeks after the 29<sup>th</sup> day of August, the date of the first publication of this notice, or such divorce may be granted.

W. H. Merchant and his Attorney  
Marysville O. Aug. 29<sup>th</sup> 1896.

Aftersward on the 14<sup>th</sup> of January A.D. 1896, the following Entry was filed in the Clerks Office to wit:

Entry  
6957

Charles F. Wilson vs Hester V. Wilson  
Court of Common Pleas,  
Union County, Ohio.

This day this cause came on for hearing on the petition and the evidence the defendant having failed to answer or demur, and the same was argued by Counsel and submitted to the Court:

On consideration whereof the Court find that the plaintiff at the time of filing his petition had been a resident of the state of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, 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 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 heretofore existing between the said Charles F. Wilson and Hester V. Wilson be, and the same hereby is, dissolved, and both parties are released from the obligation of the same.

It is further ordered that the said plaintiff pay the costs herein, amounting to \$ and execution is awarded therefor.

Attest

J. N. Hoernell

Clerk

Merchant }  
Brodrick } For Plff.

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sworn to by said Charles Fowler before me and signed in my presence this 4<sup>th</sup> day of December A.D. 1896.

J. N. Cornell, Clerk.

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 Dec. 11<sup>th</sup> 1896.

W. O. Shearer.

sworn to and subscribed before me, this 23<sup>rd</sup> day of January, 1896.

J. N. Cornell, Clerk.

Divorce Notice.

Mary J. Fowler residence unknown, will take notice that on the 4<sup>th</sup> day of December A.D. 1896; Charles Fowler filed his petition in the Court of Common Pleas of Union County, Ohio, being cause No. 7007, praying for divorce from said Mary J. Fowler, on the ground of adultery, and that said cause will be for hearing on and after January 24<sup>th</sup> 1896.

John M. Braddock  
Attorney for Plaintiff.

Entry 7007

Afterward on the 28<sup>th</sup> day of January A.D. 1896, the following Entry was filed in the Clerks office to wit:

Charles Fowler vs Mary J. Fowler  
Court of Common Pleas, Union County, Ohio.

And now comes the said Plaintiff by his attorney, and the defendant having been legally summoned by publication, the Court find that the allegations thereof are confessed by her to be true.

The Court also find that the plaintiff, at the time of filing his petition, had been a resident of the state of Ohio for one year next preceding the same, that the cause of action herein arose in 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 Adultery, and by reason thereof he 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 Charles Fowler and Mary J. Fowler be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and it is ordered that the plaintiff pay the costs of this prosecution.

John M. Braddock  
Atty. for Plff.

Attest  
J. N. Cornell, Clerk.

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Please 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 13<sup>th</sup> day of January in the year of our Lord One thousand Eight hundred and Ninety six.

Be it remembered that heretofore to wit: on the 18<sup>th</sup> day of December A.D. 1895: Minnie Lansdowne filed in the Clerk's office of the said Court of Common Pleas, the following Petition in Divorce against George W. Lansdowne to wit:

Petition.  
7018

Minnie Lansdowne  
vs  
George W. Lansdowne  
Court of Common Pleas  
Union County, Ohio.

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

That on the 25<sup>th</sup> day of July, A.D. 1894, she was married to the defendant whom she prays may be made a party hereto.

Plaintiff says that she has always been to the defendant a faithful and provident wife discharging toward him all of the duties of a wife, yet he being regardless of his duties has been guilty of gross neglect of duty toward her the plaintiff failing to provide the necessary food and clothing and she was compelled to go to her relations and friends for the necessary food and clothing and support. Said defendant was also very cross and abusive toward the plaintiff using profane and obscene and abusive language toward the plaintiff. she therefore prays that she may be granted a complete divorce from the defendant each party released from the obligation thereof, and that she be restored to her maiden name of Minnie Coulter and for all proper relief in the premises.

Minnie Lansdowne  
By J. K. Kennedy her Attorney.

To the Clerk-

Issue summons and copy of Petition to Sheriff of Union County, Ohio, for George Lansdowne praying for divorce and change of name. Charged, gross neglect of duty  
J. K. Kennedy  
Atty for Plaintiff.

Afterward on the 18<sup>th</sup> day of December A.D. 1895; the following 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.  
You are commanded to notify George W. Lansdowne that Minnie Lansdowne has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty, and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of said Court.

next ensuing, and six weeks from and after the service of this writ.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Mansfield this 15<sup>th</sup> day of December A.D. 1895:  
*J. H. Gosnell Clerk*

|               |        |
|---------------|--------|
| Sheriff's Fee |        |
| Service       | 50     |
| Copies        | 15     |
| Mileage       | 32     |
| Docket        | 10     |
| Return        | 25     |
| Total         | \$1.32 |

Received 10 o'clock A.M. on the 19<sup>th</sup> day of December A.D. 1895, and on the 21<sup>st</sup> day of December A.D. 1895 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 George W. Lansdown personally.

*Wm. Snodgrass, Sheriff.*

Afterward on the 4<sup>th</sup> day of February A.D. 1896, the following Entry was filed in the Clerk's Office to wit:

Entry.  
7518

Minnie Lansdown | Court of Common Pleas  
 vs | Union County, Ohio.  
 George W. Lansdown

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer or answer, and the Court after hearing the testimony do find for the plaintiff.

That she was a bona fide resident of Union County, Ohio, at the date of filing this petition.

That said defendant has been guilty of gross neglect of duty as charged in her petition.

It is therefore decreed ordered and adjudged by the Court, that the plaintiff be granted a complete divorce from the defendant, each party released from the obligation thereof and that the plaintiff be restored to her maiden name of Minnie Conklin, and that she recover her costs herein taxed at \$

Attest  
*J. H. Gosnell*  
 Clerk.

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Please continued and held at the Court House in Marysville within and for the County of Union in the First Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John F. Price Judge of said Court of the term of January to wit: On the 13<sup>th</sup> day of January in the year of our Lord One thousand Eight hundred and Ninety six.

Be it remembered that heretofore to wit, on the 21<sup>st</sup> day of November A. D. 1895; Lula M. Entire filed in the Clerk's office of the said Court of Common Pleas the following Petition in Divorce against Harrie O. M. Entire to wit:

Petitioner.

Lula M. Entire

Court of Common Pleas.

7000

vs

Union County, Ohio.

Harrie O. M. Entire

The plaintiff alleges that on the 2<sup>nd</sup> day of May 1893, near West Mansfield Logan County, Ohio she was married to the defendant, and has been a resident of this State, and of Union County ever since, and that she has ever since said marriage conducted herself toward the defendant as a faithful, chaste and obedient wife.

Second: The plaintiff further represents that said defendant regardless of his marital duties and obligations toward this plaintiff in July 1893, willfully deserted the plaintiff, and for nearly three years last past has been willfully absent from her, and his residence unknown to her, without any reasonable or just cause.

Third: That the said defendant is guilty of gross neglect of duty toward this plaintiff in this to wit: that said defendant has not done anything towards the support or maintenance of plaintiff for nearly three years last past, when the plaintiff was unable to maintain herself for the reason of her sickness. she was compelled to go to her mother and sister for support; for the reason of the neglect and willful absence of said defendant; and that during said sickness she received no assistance whatever from said defendant.

Fourth: That there is one child as the issue of said marriage to wit: Ethel M. Entire of the age of two years.

Fifth: The plaintiff further represents that said defendant is wholly unfit to be entrusted with the care, custody, and education of children, and that the said defendant wholly neglects and refuses to supply the necessities of the plaintiff and said child.

The plaintiff therefore prays that she may be divorced from said defendant, and that she may be given the custody of said child, and that she be restored to her maiden name of Lula Jackson and for such other relief as equity may require.

Lula M. Entire

F. A. Thompson Atty for Plf.

Affidavit  
Filed.

7000

Afterward on the 3<sup>rd</sup> day of December A. D. 1890; the following  
Affidavit for publication filed to wit:  
Lulu M<sup>rs</sup>. Entire | Court of Common Pleas.  
Union County, Ohio.

Hannie O. M<sup>rs</sup>. Entire

Lulu M<sup>rs</sup>. Entire the above named plaintiff makes  
solemn oath that service of summons can not be made upon  
the said defendant Hannie O. M<sup>rs</sup>. Entire as his place of residence can  
not by reasonable diligence be ascertained, and is unknown and  
has been unknown for about two years last past; and that in  
this action she asks to be divorced from him &c.; And further  
affiant saith not.

Lulu M<sup>rs</sup>. Entire

Sworn to and subscribed before me by said Lulu  
M<sup>rs</sup>. Entire this 3<sup>rd</sup> day of December A. D. 1890.

seal

R. W. Brown

Notary Public

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 6 consecutive weeks in the Union County Journal, a news-  
paper of general circulation in the County of Union, said publi-  
cation beginning with Dec. 7/90.

A. J. Hare

Sworn to and subscribed before me this 13<sup>th</sup> day  
of January 1890.

seal

Frederick A. Thompson

Notary Public.

Divorce Notice

Divorce  
Notice.

Hannie O. M<sup>rs</sup>. Entire, whose place of residence is unknown, is  
herely notified that his wife Lulu M<sup>rs</sup>. Entire, died on the 31<sup>st</sup> day  
of November, 1890; file her petition in the office of the Clerk of  
the Court of Common Pleas, of Union County, Ohio, charging  
the said Hannie O. M<sup>rs</sup>. Entire of gross neglect of duty toward the  
plaintiff, and wilful absence for about three years, and asking  
that she may be divorced from the said Hannie O. M<sup>rs</sup>. Entire  
and asks to be restored to her maiden name of Luby Jackson  
and the custody of their child.

Said petition will stand for hearing after the expiration  
of six weeks from the first publication of this notice.

Marysville, Ohio, Dec. 5, 1890.

Entry.

7000

Afterward on the 24<sup>th</sup> day of January A. D. 1890, the follow-  
ing Entry was filed by the Clerk of said Court to wit:

Lulu M<sup>rs</sup>. Entire

Court of Common Pleas.

Union County, Ohio.

Hannie O. M<sup>rs</sup>. Entire

This cause came on to be heard upon the  
petition and the evidence, and was submitted to the Court,

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Petition.

6960

on consideration whereof the Court find, that due notice of the filing and pendency of this action was given to the defendant according to law, but he has failed to answer or demur to said petition, and that said parties were married as set forth in the petition; that the plaintiff has been a bona fide resident of Union County in this State for more than one year last past, before the filing of this petition herein, and that the defendant has willfully abandoned the plaintiff without just cause for the term of three years last past, prior to the filing of this petition, and that this plaintiff was greatly neglected by the defendant during the three years last past.

It is therefore considered by the Court that the marriage relations heretofore existing between said parties be, and the same hereby is, set aside and wholly annulled, and the parties released from the obligations of the same, and that the plaintiff be restored to her maiden name of Lucy Jackson, and that she have the care and custody of their child, and that the plaintiff pay the costs of this action.

F. A. Thompson  
Attorney for Plaintiff.

Attest  
J. N. Gosnell  
Clerk.

Case continued and held at the Court House in Mansfield within and for the County of Union in the Civil Judicial District of 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 13<sup>th</sup> day of January in the year of our Lord, One thousand Eight Hundred and Ninety six

Be it remembered that heretofore to wit, on the 9<sup>th</sup> day of September A. D. 1896 Eva May McMahone filed in the Clerk's office of the said Court of Common Pleas the following Petition against Walter S. McMahone to wit:

Petition  
6960

Eva May McMahone  
vs  
Walter S. McMahone  
Court of Common Pleas  
Union County, Ohio.

The plaintiff says: 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.

That on or about the 29<sup>th</sup> day of October A. D. 1892, at Defiance in the County of Defiance and State of Ohio, she was married to the defendant; and she has ever since conducted herself toward the said Walter S. McMahone as a faithful and obedient wife.

There is no child or children as result of said marriage.

That the defendant has failed and willfully neglected to provide plaintiff with the common necessaries of life for much of the time since their marriage so that plaintiff has been compelled to live upon charity of friends and her own exertions, while at the same time she had the care of three of defendant's children by former wives, and all because of his idleness, profligacy and dissipation.

That said defendant has now deserted and abandoned the plaintiff entirely without any cause or justification therefor so far as plaintiff is concerned.

The plaintiff therefore prays that she may be divorced from the defendant and have such other and further relief as in equity she may be entitled to.

Lunides Piper  
Attorney for Plaintiff.

The State of Ohio, Union County ss:

Eva May McMahon being duly sworn says she believes the facts stated and allegations in her foregoing petition to be true.

Eva May McMahon.

Sworn to before me by Eva May McMahon, and by her subscribed in my presence this 14<sup>th</sup> day of April August A. D. 1895:

N. K. Keutt and  
Justice of the Peace.

Receipt  
6960

Eva May McMahon  
vs  
Walter S. McMahon  
Court of Common Pleas,  
Union County, Ohio.  
For Clerk.

Issue summons with copy of petition to Sheriff of Ottawa County, State of Ohio, for the defendant Walter S. McMahon - returnable according to law. Endorse "Petition for Divorce".

Eva May McMahon  
By L. Piper her Attorney.

For Clerk.

Receipt

Issue summons with copy of petition to Sheriff of Sandusky County, Ohio for the defendant Walter S. McMahon returnable according to law. Endorse Petition for Divorce

Eva May McMahon  
By L. Piper her Attorney.

Summons.

Afterwards on the 28<sup>th</sup> day of September A. D. 1895 the following summons was issued by the Clerk of said Court to wit:

The State of Ohio  
Union County ss

To The Sheriff of Ottawa County:

You are commanded to notify Walter S. McMahon that Eva May McMahon has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with wilful neglect and dissipation, and asking that she be divorced from him, and for other proper relief.

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

October

Sheriff's Return.

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Summons.

Summons  
The State  
Union

Eva May McMahon  
vs  
Walter S. McMahon  
Court of Common Pleas,  
Union County, Ohio.

Issue summons with copy of petition to Sheriff of Ottawa County, State of Ohio, for the defendant Walter S. McMahon - returnable according to law. Endorse "Petition for Divorce".

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mon  
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Sheriff's Return.

Sheriff's Copy  
Mileage  
Docket  
Return  
Total

Summons  
The State  
Union

that Eva May McMahon has filed in the Court of Common Pleas of Union County a petition charging him with wilful neglect and dissipation, and asking that she be divorced from him, and for other proper relief.

You will make due return of this summons on the 7th day of October A.D. 1895.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 28th day of September A.D. 1895.



J. N. Hornell Clerk

Sherriff  
Return.

|                |        |
|----------------|--------|
| Sherriff Fees. |        |
| Copy           | 25     |
| Mileage        | 32     |
| Docket         | 10     |
| Return         | 30     |
| Postage        | 12     |
| Total          | \$ .99 |

Received 10 o'clock A. M. on the 30th day of September A.D. 1895.

I return this writ on the 7th day of October, 1895; the defendant not found in my County.

S. T. Wood

Sherriff.

Afterwards on the 14th day of October A.D. 1895; the following summons was issued by the Clerk of said Court to wit:

Summons.

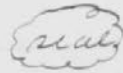
The State of Ohio } To the Sherriff of  
Union County ss } Sandusky County.

You are commanded to notify Walter S. Mc Mahon that Eva Gray Mc Mahon has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with willful neglect and desipation, and asking that she be divorced from him, and for other proper relief.

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

You will make due return of this summons on the 28th day of October A.D. 1895;

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 14th day of October A.D. 1895.



J. N. Hornell. Clerk.

Sherriff  
Return.

|                |         |
|----------------|---------|
| Sherriff Fees. |         |
| Copy           | 25      |
| Mileage        | 50      |
| Doc & Rec      | 20      |
| Sub.           | 10      |
| Return         | 25      |
| Total          | \$ 1.60 |

Received 10 o'clock A. M. on the 16th day of October A.D. 1895; and under oath to serve the same but the within named Walter S. Mc Mahon is not to be found in my bailwick.

Geo. Slessman Sherriff of Sandusky Co.  
By A. C. Slessman Deputy.

Afterward on the 29th day of October A.D. 1895; the following summons was issued by the Clerk of said Court to wit:

The State of Ohio } To the Sherriff of Paulding County:  
Union County ss }

You are commanded to notify Walter S. Mc Mahon that Eva Gray Mc Mahon has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with willful neglect and desipation,

and asking that she be divorced from him, and for other proper relief.

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

You will make due return of this summons on the 17th day of November A.D. 1896.

Witness my signature as Clerk of our said Court at Mansfield this 29th day of October A.D. 1896:

*seal*

J. N. Gosnell Clerk.

|                   |                 |         |
|-------------------|-----------------|---------|
| Sherriff's Return | Sherriff's Fees | \$ 20   |
|                   | Service         | 25      |
|                   | Copy            | 25      |
|                   | Mileage         | 2 40    |
|                   | Docket          | 25      |
|                   | Return          | 25      |
|                   | Postage         | 12      |
|                   | Total           | \$ 3 42 |

Received 3 o'clock P.M. on the 20th day of October A.D. 1896, and on the 5th day of November A.D. 1896; I served the same by delivering to defendant Walter S. McMahon a true copy thereof with all endorsements thereon, and also served on defendant a true copy of petition in divorce.

Edward Staley, Sherriff.

Aftward on the 28th day of January A.D. 1896, the following entry was filed in the Clerk's office to-wit:

Entry 6960

|                    |   |                                               |
|--------------------|---|-----------------------------------------------|
| Eva May Mc Mahon   | } | Court of Common Pleas,<br>Union County, Ohio. |
| Walter S. Mc Mahon |   |                                               |

and now comes the plaintiff by Leonidas Ripon Attorney, and the defendant having been duly served with summons and a copy of the petition herein, the Court 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 said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and abandonment of plaintiff, and by reason thereof she 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 May Mc Mahon and Walter S. Mc Mahon be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further considered by the Court that the said Eva May Mc Mahon recover from said Walter S. Mc Mahon costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Attest  
J. N. Gosnell  
Clerk.

L. Ripon Atty for Plaintiff.

Petition in  
Cognovit.

7046

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Please 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 J. A. Price Judge of said Court of the Term of January to wit: On the 13<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to wit, On the 23<sup>rd</sup> day of January A. D. 1896, The Farmers Bank of Marysville Ohio filed in the Clerks Office of the said Court of Common Pleas the following Petition against W. W. Epps and James Brown to wit: The Farmers Bank,

Petition in Cognovit.

7046

vs  
W. W. Epps and James Brown

In the Court of Common Pleas.

The plaintiff says that it is a corporation duly organized under the laws of the State of Ohio, that this its action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

\$225<sup>00</sup> Marysville Ohio, Nov. 7, 1893.  
Ninety days after date, as principal debtors, we jointly and severally promise to pay to The Farmers Bank or order at its office in Marysville, Two Hundred and Twenty Five 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.

W. W. Epps.  
James Brown.

this 7<sup>th</sup> day of Nov. 1893.

Indorsed; "Paid One hundred, in cash \$ 90/100 dollars Feb. 26/94"

"Paid Sixty & 57/100 dollars Oct. 1<sup>st</sup> 1896;

There is due to plaintiff from the defendants on said note the sum of One Hundred and Thirty Nine and 24/100 Dollars which its claims with interest from the 23<sup>rd</sup> day of January A. D. 1896, at eight per cent per annum, and for which, with costs of suit, it asks judgment against the defendants.

John M. Brodrick  
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

John M. Brodrick being sworn, says that he is the duly authorized Attorney for said plaintiff; that this action is founded upon a written instrument for the payment of money which instrument is now in affiant's possession, and that the facts stated and allegations in said petition are, as affiant believes, true.

John M. Brodrick.

Sworn to before me and signed in my presence, this 23<sup>rd</sup> day of January A. D. 1896.  
J. A. Price Clerk of Court.

Seal

Answer  
7046

The Farmers Bank  
vs  
W. L. Epps and  
James Brown

Court of Common Pleas  
Lennox County, Ohio.

The defendants W. L. Epps and James Brown by  
B. H. Porter their Attorney, and an Attorney at Law of record in this  
Court, duly authorized thereof by the Warrant of Attorney embraced  
in the writ sued in this suit, and which writ, 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 our appearance herein; and  
said defendants by 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 writ  
in manner and form as the plaintiff has in its petition  
set forth, and that the amount due upon said indebtedness at  
this day is the sum of One Hundred and Thirty Nine and 34/100 Dollars,  
bearing interest at eight per cent. per annum, and therefore, for  
that sum, with interest from January 23<sup>rd</sup> 1896, at eight per cent.  
per annum and accruing costs they confess judgment in favor  
of the plaintiff, and waive and release all errors in this proced-  
ing and said judgment, and all proceedings, petitions, and  
writs of Error therein.

B. H. Porter  
Attorney for Defendant.

Entry  
7046

The Farmers Bank  
against  
W. L. Epps and  
James Brown

Court of Common Pleas  
Lennox County, Ohio.

This day came the plaintiff by John H. Brundick,  
its Attorney, and filed its petition against the defendants, and  
thereupon B. H. Porter 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; process shown to the Court; and  
filed with the Clerk thereof, appeared in open Court in behalf  
of the said defendants, waived the issuing and service of process,  
entered the appearance of said defendants herein, and acknowledg-  
ing that said defendants did owe and were indebted to the plain-  
tiff as they have in its petition alleged by virtue of said  
Warrant of Attorney confessed that there was due from said defend-  
ants to said plaintiff, on said indebtedness, the sum of One  
Hundred and Thirty Nine and 34/100 Dollars, bearing interest at  
eight per cent. per annum, and that said plaintiff ought  
to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that they  
said The Farmers Bank plaintiff do recover of the said W. L.  
Epps and James Brown defendants the sum of One Hundred  
and thirty Nine and 34/100 Dollars, so confessed, as aforesaid,

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with interest from January 23<sup>rd</sup> 1896, at eight per cent 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 proceedings, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

Attest  
J. N. Turner  
Clerk.

Please continued and held at the Court House in Marysville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the term of January Term: On the 13<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that herebefore to wit, on the 23<sup>rd</sup> day of January A. D. 1896, The Farmers Bank of Marysville Ohio, filed in the Clerk's office of the said Court of Common Pleas the following Petition against James Brown et al to wit:

Petition  
7045

The Farmers Bank  
against  
James Brown and  
Stephen Shirk  
Court of Common Pleas  
Union County, Ohio.

The plaintiff says that it is a corporation duly organized under the laws of the State of Ohio, that this its action is founded upon a promissory note, of which the following is a copy with all the credits and indorsements thereon:

\$175<sup>00</sup>

Marysville Ohio, Oct. 26<sup>th</sup> 1893.

Ninety days after date as principal debtors we jointly and severally promise to pay to The Farmers Bank, or order, at its office in Marysville One Hundred and Seventy Five 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 hand and seals this 26<sup>th</sup> day of Oct. 1893.

James Brown (seal)  
Stephen Shirk (seal)

Indorsed: "Paid Ten and 23/100 dollars @ 10% on October 14<sup>th</sup> 1895."

There is due to plaintiff from the defendants on said note the sum of One Hundred and Ninety Three and 73/100 Dollars which it claims with interest from the 23<sup>rd</sup> day of January A. D. 1896 at eight per

cent. per annum, and for which, with costs of suit, it asks judgment against the defendant.

John M. Brodrick  
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

John M. Brodrick being sworn, says that he is the duly authorized Attorney for said plaintiff; that this action is founded on a written instrument for the payment of money which instrument is now in affiant's possession and that the facts stated and allegations in said petition are as affiant believes true.

John M. Brodrick.

Sworn to before me, and signed in my presence, this 23<sup>d</sup> day of January A.D. 1896.

Seal

J. H. Rosnell Clerk.

Answer  
7045

The Farmers Bank  
against  
James Grow &  
Stephen Shirk.

Court of Common Pleas  
Union County, Ohio.

The defendants James Grow and Stephen Shirk by C. H. Porter their Attorney, and an Attorney at Law of record in this Court, duly authorized thereof 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 defendants by their 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 they are indebted to the plaintiff on the said note in manner and form as the plaintiff has in its petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred and Ninety Three and 73/100 Dollars, bearing interest at eight per cent. per annum, and therefore, for that sum, with interest from January 22<sup>nd</sup> 1896, at eight 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 proceedings, petitions, and writs of error therein.

C. H. Porter  
Attorney for Defendant.

Entry  
7045

The Farmers Bank  
against  
James Grow and  
Stephen Shirk

Court of Common Pleas,  
Union County, Ohio.

This day came the plaintiff by John M. Brodrick its Attorney, and filed its petition against said defendants and thereupon C. H. Porter an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now

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now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff on said indebtedness, the sum of One Hundred and Ninety Three and 73/100 Dollars, bearing interest at eight per cent. per annum, and that said plaintiff ought to recover of said defendants a Judgment for that sum.

It is therefore considered by the Court here that the said The Farmers Bank plaintiff do recover of the said James Horn and Stephen Clark defendants the sum of One Hundred and Ninety Three and 73/100 Dollars, so confessed, as aforesaid, with interest from January 23<sup>d</sup> 1896, at eight per cent. per annum, and also costs in its behalf expended 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 defendants waived and released.

Attest  
J. N. Hosnell  
Clerk.

Please continued and auct 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 January to wit. On the 13<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to wit, on the 19<sup>th</sup> day of Dec. A.D. 1893, O.M. Scott & Bro filed in the Clerk's office of the said Court of Common Pleas the following Petition against Joseph Rogers to wit:

Petition  
6635

O.M. Scott & Bro. vs Joseph Rogers.  
Court of Common Pleas  
Union County, Ohio.

Plaintiff is a partnership formed for the purpose of carrying on business and is doing business in the state of Ohio. There is due plaintiff from said defendant the sum of \$100<sup>73</sup> as balance of account as follows:

|                   |        |                             |      |
|-------------------|--------|-----------------------------|------|
| O.M. Scott & Bro. |        |                             |      |
| 1892              | Jan 24 | To 2 vols                   | 20   |
| "                 | "      | " " Shut iron               | 36   |
| "                 | July 4 | To 2 yds Canvas             | 1.30 |
| "                 | "      | " Tacks                     | 15   |
| "                 | July 6 | " 16 <sup>34</sup> lbs Iron | 1.55 |
| "                 | " 7    | " 7 <sup>12</sup> " "       | 47   |
| "                 | "      | " Screen                    | 2.00 |
| "                 | "      | " Set of Cylinder Teeth     | 4.80 |

|       |         |    |                        |               |
|-------|---------|----|------------------------|---------------|
| 1892  | July 7  | 25 | Expenses               | 40            |
| "     | Aug 13  | "  | One Con case price     | 3.00          |
| "     | "       | "  | 40 links               | 75            |
| "     | "       | "  | Expenses               | .50           |
| "     | "       | 20 | repairing black        | 2.00          |
| "     | Oct. 19 | "  | 1/2 Smoke Stack        | 1.00          |
| "     | Nov 14  | "  | Lumber                 | 15            |
| 1893. | July 5  | "  | Temp packing           | .10           |
| "     | "       | 18 | 75 flms for engine     | 45.00         |
| "     | "       | "  | Safety valves          | 5.00          |
| "     | "       | "  | Lace strings           | .50           |
| "     | "       | 21 | 120 fut of felt        | 30.00         |
| "     | "       | "  | 1-2 1/2 flms           | 1.18          |
| "     | "       | 25 | labor repairing engine | 14.00         |
|       |         |    |                        | <u>114.88</u> |
| Total |         |    |                        | \$114.88      |

1892 Aug 20 Credit by Cash \$14.15  
 Balance due \$100.73

There is due plaintiff from defendant on said account the sum of \$100.73 which plaintiff claims with interest at 6% from July 25-1893.

Second cause of Action.

Defendant is further indebted to plaintiff on a promissory note of which the following is a copy.

Marysville Ohio Oct. 4-1892.

Two weeks after date for value received me or either of us promise to pay O. W. Scott & Bro or order Thirteen & 00/100 Dollars at Marysville Ohio with 8 per cent after due. if paid when due 50 off.

Joseph C. Rogers

On which there is the following indorsement.

Oct 20-1892, Paid \$100 on

which note there is due plaintiff the sum of \$350 with interest at 8% from Oct 18-1892.

Therefore plaintiff asks Judgment against defendant for the sum of \$104.23 with interest on \$100.73 at 6% from the 25<sup>th</sup> day of July 1893 and interest on \$350 at 8% from the 18<sup>th</sup> of Oct. 1892.

W. C. Hooper  
 Attorney for Plaintiff.

State of Ohio, Linn County, ss:

J. J. Scott being duly sworn says he is one of the members of the firm of O. W. Scott & Bro and that the facts in the foregoing petition are as he believes true.

J. J. Scott.

Sworn to and subscribed in my presence this 16<sup>th</sup> day of December 1893.

R. B. Woodburn  
 Notary Public.

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Summons.

Afterward on the 19<sup>th</sup> day of December A.D. 1893, the following Summons was issued to wit:

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

You are hereby commanded to notify Joseph Rogers that he has been sued by O. W. Scott & Bros in the Court of Common Pleas of Union County, and must answer by the 20<sup>th</sup> 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 1<sup>st</sup> day of January A.D. 1894.

Witness my hand and the seal of said Court, this 19<sup>th</sup> day of December A.D. 1893.  
 R. W. Emory, Clerk.

Sheriff's Return.

The State of Ohio }  
 Union County } ss:

|                  |    |
|------------------|----|
| Sheriff's Fee.   |    |
| Service & Return | 25 |
| Mileage          | 48 |
| Copy             | 15 |
| Total            | 88 |

Received this writ Dec. 20<sup>th</sup> A.D. 1893, at 9 o'clock A.M. and served same by handing a certified copy of this writ with the endorsements thereon to the within named Joseph Rogers personally on the 20<sup>th</sup> day of Dec. 1893.  
 J. W. Emory, Sheriff.

Answer. 6635

Afterward on the 30<sup>th</sup> day of December A.D. 1893, the following Answer was filed in the Clerk's office to wit:

O. W. Scott & Bros | Court of Common Pleas  
 vs | Union County, Ohio.  
 Joseph Rogers

Now comes the defendant and for answer to plaintiff's petition says that all of the accounts charged, beginning January 24<sup>th</sup> 1892 to Nov. 14<sup>th</sup> 1892, have been paid by defendant to the plaintiff.

Further answering defendant says he admits a balance of one note of \$35<sup>00</sup> Dollars, and denies each and every other item therein charged except 10 cts of Postage of the date of July 5, 1893.

He therefore prays to go hence without day and recover his costs herein taxed, and asks the Court to dismiss plaintiff's petition for want of jurisdiction in this case.

J. W. Kennedy  
 Attorney for Def.

State of Ohio, Union County ss:

Joseph Rogers being first duly sworn says the facts and allegations of the foregoing petition Answer are as he believes true.

Sworn to and subscribed by the said Joseph Rogers before me this 30<sup>th</sup> day of December A.D. 1893.

A. H. Kellefrath  
 Notary Public.

Exception to Deposition

6635

Afterward on the 13<sup>th</sup> day of September A.D. 1895 the following Exception to Deposition was filed to wit:  
O.M. Scott & Bros. } Court of Common Pleas  
Union County, Ohio.

Joseph Rogus

The defendant for exception to said deposition of M. L. Walker filed in this case herein, because:

- 1<sup>st</sup>. That sufficient time was given in the notice to the defendant prepare and travel as provided by law.
- 2<sup>nd</sup>. That there is no such Court as set out in the Caption to said deposition.
- 3<sup>rd</sup>. That the same was not properly sealed up and properly directed.
- 4<sup>th</sup>. Defendant further excepts to said deposition for the further reason that question fifth is very improper and being leading and assumes a fact not from said question is excepted to for impropriety and incompetency.
- 5<sup>th</sup>. Interrogation sixth is excepted to for being leading and irrelevant.
- 6<sup>th</sup>. Is also excepted to as being leading &c.
- 7<sup>th</sup>. Eighth is also excepted to for being leading and improper.
- 8<sup>th</sup>. Answer to question 15 is excepted to because improper and irrelevant.

J. M. Kennedy  
Attorney for Defendant.

Verdict for Plaintiff

6638

Afterward on the 21<sup>st</sup> day of January A.D. 1896 the following Verdict was filed in the Clerk's Office to wit:  
The State of Ohio } Court of Common Pleas  
Union County } January Term, 1896.  
O.M. Scott & Bros } Court of Common Pleas.  
Union County, Ohio.

Joseph Rogus

As the jury being duly impaneled, sworn and affirmed, find the issue in this case in favor of the Plaintiff, and assess the amount due to Plaintiff from the defendant at the sum of One Hundred and twenty and 17/100 Dollars.

Dated January 21<sup>st</sup> 1896. John Hudson Foreman.

Motion for New Trial

6636

Afterward on the 22<sup>nd</sup> day of January A.D. 1896, the following Motion for a new trial was filed in the Clerk's Office to wit:  
O.M. Scott & Bros } Court of Common Pleas  
Union County, Ohio.

Joseph Rogus

The Defendant moves the Court to set aside the verdict of the Jury herein for the following reasons.

- 1<sup>st</sup>. That for the reason that the verdict is not sustained by the evidence.
- 2<sup>nd</sup>. For manifest error in the assessment of the amount of recovery.
- 3<sup>rd</sup>. That the damage assessed is against the weight of the

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evidence and not sustained by the evidence.

4<sup>th</sup>. For new discovered evidence material to the defendant's cause which could not have been discovered with reasonable diligence and produced at the trial, such evidence is in substance as follows:

That said witness will state that he was present and heard said Edward Rogers the son of Joseph Rogers order all of the goods in controversy himself and for himself, and that Joseph Rogers was not present in person nor by proxy and that in ordering said goods said Edward Rogers did not use or have any order or authority from Joseph Rogers to order the same for said Joseph Rogers or otherwise to bind him the said Joseph Rogers.

Defendant further says that he had no knowledge of said witness or his testimony until after the trial and verdict in this case.

5<sup>th</sup>. That the Court erred in its charge to the jury.

6<sup>th</sup>. For manifest error apparent upon the face of the record.

J. K. Kennedy  
Atty. for Def.

Afterward on the 4<sup>th</sup> day of February A.D. 1896. the following Entry was filed in the Clerk's Office to wit:

Entry. O.W. Scott & Son. | Court of Common Pleas,  
0635 | Union County, Ohio.  
vs  
Joseph Rogers

This cause came on for hearing on 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 O.W. Scott & Son plaintiff recover from Joseph Rogers, the defendant the sum of \$1200.00 dollars as hereinafter by the verdict of the Jury found due said plaintiff with interest from the 18<sup>th</sup> day of January 1896, at 6% together with costs herein expended.

attest  
J. H. Hosmer  
Clerk.

Please continued and held at the Court House in Mansfield within and for the County of Linn 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 January to wit: On the 13<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to wit, on the 25<sup>th</sup> day of November A.D. 1895, Mr. Crane Lounis & Griswold filed in the Clerk's office of the said Court of Common Pleas the following Petition against Charles Est et al to wit:

Petition  
7003

Mr. Crane Lounis & Griswold  
1-5  
Charles Est and George Est

Court of Common Pleas,  
Linn County, Ohio.

The plaintiff says, that it is a partnership formed for the purpose of doing business in the State of Ohio, under said firm name of Mr. Crane Lounis and Griswold.

That the said defendants Charles Est and George Est on the 5<sup>th</sup> day of January 1889, were partners under the firm name of Charles Est & Son, which partnership was formed by them for the purpose of doing business in the State of Ohio.

That on the said 5<sup>th</sup> day of January 1889, the said defendant under their said firm name, executed and delivered to plaintiff their promissory note, and upon which this action is founded, for the unconditional payment of money only, of which the following is a copy to wit:

\$1070<sup>00</sup> Columbus Ohio, Jan'y 5<sup>th</sup> 1889,

One day after date, we promise to pay to the order of Mr. Crane Lounis and Griswold, Ten Hundred and Seventy and <sup>90</sup>/<sub>100</sub> Dollars at Guilford Center Ohio, value received with interest at the rate of 8 per cent. from date.

(Signed) Chas. Est & Son.

The following payments and credits were made on said note, and of the dates and amounts as follows:

|                                   |      |                                      |
|-----------------------------------|------|--------------------------------------|
| Recd Oct 31 <sup>st</sup> 1889    | Cash | \$118 <sup>75</sup> / <sub>100</sub> |
| " Recd Oct 7 <sup>th</sup> 1890   | "    | 141 <sup>50</sup> / <sub>100</sub>   |
| " Recd Feb 27 <sup>th</sup> 1890  | "    | 112 <sup>00</sup>                    |
| " Recd Dec 26 <sup>th</sup> 1890  | "    | 15 <sup>90</sup> / <sub>100</sub>    |
| " Recd July 7 <sup>th</sup> 1890  | "    | 103 <sup>25</sup>                    |
| " Recd June 23 <sup>rd</sup> 1890 | "    | 100 <sup>00</sup>                    |
| " Recd Aug. 25 <sup>th</sup> 1890 | "    | 100 <sup>00</sup>                    |
| " Recd Nov. 6 <sup>th</sup> 1890  | "    | 9 <sup>00</sup>                      |

That there was a balance remaining due upon said note from defendants to plaintiff on the 1<sup>st</sup> day of January 1891, of \$424.70 and interest on that sum from said last named date at the rate of 8 per cent.

That some time prior to January 27<sup>th</sup> 1891, the precise date plaintiff is not advised, the defendants dissolved their copartnership, and discontinued their business as partners.

That on said 27<sup>th</sup> day of January 1891, the said Charles Est having been for some time prior to this date in business for himself,

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made an assignment of his property for the benefit of his individual creditors, and on the 16<sup>th</sup> day of November 1892, the assignee - J. B. Cranston - paid upon \$436.02 of said claim, 22 percent to wit: \$95.92 which is the full per cent. which said assets of said Charles Erb will pay, and said assignee - has made final settlement of his said assigneeship, and no further or other payment has been made upon said note, except as first herein given, and no further payment can be made by said assignee.

Plaintiff says there is still due and unpaid upon said promissory note to plaintiff from said defendant, including interest, the sum of Three hundred and ninety two & 47/100 Dollars, and with interest on said sum at 8 per cent. from the 16<sup>th</sup> day of November 1892.

Second Cause of Action:

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

1890, Charles Erb

An account with W. C. Lane, Loomis & Linsford,  
Dr. Cr.

Nov. 30. To goods and merchandise sold and delivered by plaintiff by defendant.

\$3227

That said assignee of Charles Erb paid on said account, with sixty four cents added, making \$32.91 - 22 per cent. on the same to wit: \$7.24 leaving a balance still remaining due plaintiff from defendant on said account the sum of \$25.67 with interest from November 16<sup>th</sup> 1892.

The plaintiff therefore asks judgment against defendant for the sum of \$418.14, with interest on \$392.47 at 8 per cent. from Nov. 16<sup>th</sup> 1892, and on \$25.67 with 6 per cent. interest from November 16<sup>th</sup> 1892, and for other proper relief.

John J. Christin and Porter Ed Porter, Attorneys  
for Plaintiffs.

The State of Ohio, Union County, ss:

E. L. Porter being sworn says that he is one of the Attorneys for the plaintiff in this action; that the plaintiffs are non residents of said County of Union; and further affiant makes oath, that the facts stated in the foregoing Petition are true as he believes.

E. L. Porter

Sworn to by E. L. Porter before me and signed by him in my presence this 20<sup>th</sup> day of November A.D. 1890.

J. R. Gornall Clerk.

To the Clerk:

Issue a summons in this action against the defendants directed to the Sheriff of Union County, Ohio, returnable according to law, in the amount claimed \$418.14 with interest on \$392.47 at 8% from Nov. 16<sup>th</sup> 1892, and on \$25.67 at 6% interest from November 16<sup>th</sup> 1892.

Christin & Porter  
Attys for Plaintiffs.

Summons

Afterward on the 26<sup>th</sup> day of October A.D. 1895; the following Summons was issued by the Clerk of said Court to wit:  
 The State of Ohio }  
 Union County } ss: To the Sheriff of Union County,

You are hereby commanded to notify Charles Est. and George Est, that they have been sued by Wm. Cune Lomis Ed Griswold in the Court of Common Pleas of Union County, and must answer by the 28<sup>th</sup> day of December A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 9<sup>th</sup> day of December A.D.

Witness my hand and the seal of said Court this 26<sup>th</sup> day of October A.D. 1895.  
 J. N. Hornell Clerk.

Sheriff's Return.

The State of Ohio }  
 Union County } ss:

|                |      |
|----------------|------|
| Sheriff's Fee. |      |
| Serv. & Ret.   | 65   |
| Mileage        | 1 00 |
| Copies         | 30   |
| Total          | 1 95 |

Received this writ November 25<sup>th</sup> A.D. 1895; at 3 O'clock P. M. and served same by handing a true copy of this writ with the endorsements thereon to George Est personally, and to Charles Est by leaving a copy at his usual place of residence on the 27<sup>th</sup> day of November, 1895.  
 Wm. C. Snodgrass, Sheriff.

Entry  
 7003

Afterwards on the 16<sup>th</sup> day of January A.D. 1896, the following Entry was filed by the Clerk of said Court to wit:  
 Wm. Cune Lomis & Griswold }  
 vs } Court of Common Pleas.  
 Union County, Ohio.  
 Charles Est and George Est. }

This day this cause came on to be heard upon the petition of plaintiff, and the evidence, the said defendants both being in default for answer or demurrer, and the Court being fully advised in the premises, find that the defendants are indebted to the plaintiffs in the sum of four hundred and eighty one & 14/100 dollars, with interest \$392.47 at 8 per cent from November 16<sup>th</sup> 1892, and interest \$25.67 at 6 per cent from said November 16<sup>th</sup> 1892, as the plaintiffs have in their petition alleged.

It is therefore considered and adjudged, that the plaintiffs recover of the defendants said sum of Four hundred and eighty one and 14/100 Dollars, together with interest to be computed on \$392.47 of the same at 8 per cent from November 16<sup>th</sup> 1892, and on \$25.67 of the same at 6 per cent from said November 16<sup>th</sup> 1892, and also their costs in this behalf expended taxed at \$6<sup>7</sup>/<sub>100</sub>.

Attest  
 J. N. Hornell  
 Clerk.

Petition in Error.  
 7037

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Please continued and held at the Court House in  
Marysville within and for the County of Union in the Fourth  
Judicial District of the Court of Common Pleas of the state of Ohio,  
before the Honorable John F. Rice Judge of said Court of the  
Term of January 1896, On the 13<sup>th</sup> day of January in the  
year of our Lord One thousand Eight hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 10<sup>th</sup>  
day of January A.D. 1896, Fairbanks Korse & Co. filed in the  
Clerks Office of the said Court of Common Pleas the following  
Petition in Error against Henry Hill to-wit:

Petition  
in Error.  
7037

Fairbanks Korse & Co  
Plaintiff in Error.  
against  
Henry Hill  
Defendant in Error

Court of Common Pleas,  
Union County, Ohio.

Plaintiff in Error says:

That it is a corporation duly organized under the laws of the state of Ohio,  
Illinois.

That in an action pending before Joseph Connor, one of the Justices  
of the Peace in and for the Township of Blairburne, Union County, Ohio,  
wherein the plaintiff in error herein was defendant and the defendant  
in error herein, was plaintiff, the said defendant in error recovered  
a judgment, by the consideration of said Justice of the Peace in the  
sum of Ten Dollars and costs of suit, and afterward in an attachment  
and garnishment issued on said judgment by said Justice of  
the Peace at the instance of said defendant in error, the sum of  
Nineteen Ed 1/100 Dollars then and there due and payable from one  
Christian Zebold to plaintiff in error, was ordered by said Justice  
of the Peace to be paid into Court to apply on said judgment or  
rendered as aforesaid. all of which more fully appears by a copy of the record  
of the judgment and proceedings in the case duly certified hereto attached  
marked "A" and made a part of this petition.

There is error apparent upon the record in said judgment and  
said attachment and garnishment proceedings in this to-wit:

- 1<sup>st</sup> No notice of Summons was ever made on the plaintiff in error,  
before said Justice of the Peace, and the said judgment was therefore void.
- 2<sup>nd</sup> That said judgment was given by said Justice against the plaintiff  
in error when it ought to have been given for the plaintiff in error.
- 3<sup>rd</sup> No affidavit was filed in said attachment and garnishment pro-  
ceedings as required by law.
- 4<sup>th</sup> That the judgment of said Justice is against the law, and wholly  
without jurisdiction and void.

The said plaintiff in error therefore prays that the said judgment  
and order may be reversed and the said plaintiff in error may be re-  
stored to all things it has lost by reason thereof.

John De Boodrick  
Attorney for Plaintiff in Error.

I hereby waive the issuing and service of process and enter my appearance  
herein January 27<sup>th</sup> 1896.  
Jas. A. Robinson  
Atty for Plf. in error.

The State of Ohio } In Justice Court for  
Union County ss: } Clairborne Township.

Henry Hill vs Fairbanks Morse Co. Before Joseph Corner, Justice of the Peace, No. 31. Amount claimed \$10.00. Nov. 26 1890.

The plaintiff filed his bill of particulars which is in substance as follows:

The plaintiff claims a judgment against the defendant for \$10.00 for work and labor performed by the said plaintiff for the said defendant at their request in selling two sets of scales.

Henry Hill  
By J. E. Robinson, Attorney.

November 26 1890; summons issued for the appearance of the defendants on the 29th day of Nov. 1890; at 3 o'clock P.M. and delivered the same to J. K. Flickenger, Constable.

Nov. 29 1890; summons returned endorsed. Received this writ Nov. 26 1890; and Nov. 26 1890; served the same on defendants by leaving certified copy thereof with their agent personally. Service and return 20; Copy 20; Mileage 20; Total 70. J. K. Flickenger Constable.

November 29 1890; 3 o'clock P.M. time set for trial, the defendants failed to appear and for one hour thereafter, but made default.

The plaintiff appeared and demanded judgment, when he was sworn and examined as to the validity of his amount, after hearing the evidence it is therefore considered by me that Henry Hill member of the Fairbanks Morse & Co the sum of Ten Dollars and his costs taxed at \$ 3.15.

Joseph Corner J. P.

No execution issued by order of the plaintiff.

Henry Hill vs Fairbanks Morse Co. Before Joseph Corner of Clairborne Township, Union County, Ohio.

The following Affidavit was filed for attachment. The said Henry Hill makes oath and says that he has reason to and does truly believe that one Christian Gebold of said Union said County of Union, has property of the said defendant Fairbanks Morse Co. in his possession liable to be garnished in this action not exempt from execution to wit; money due said Co. for a pair of scales.

Henry Hill.

Sworn to and subscribed by said Henry Hill before me this 24th day of Dec. 1890.

Joseph Corner J. P.

December 24, 1890; Attachment issued and notice to Christian Gebold the garnishee to appear and answer on the 28th day of December 1890; at 8 o'clock A.M. and delivered the same to J. K. Flickenger Constable.

December 24, 1890; Attachment and notice to garnishee returned. Received this writ Dec. 24, 1890; and December 24, 1890; I could not get possession of the property alleged to be in the possession of C. Gebold

7037

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The garnisher, and December 24, 1896, at one 80 O'clock P.M. I served notice to garnisher herein named, to appear and answer by leaving said copy at his place of residence. my fees \$1.62.

J. C. Flickinger Constable.

December 28<sup>th</sup> 1896:

The garnisher appeared, was sworn and examined after hearing his evidence, I ordered him to pay into this Court Nineteen Two Dollars that being the amount of the judgment heretofore rendered with costs. Examination papers placed on file.

Joseph Connor J. P.

The State of Ohio, Union County, Clairbourne Township, ss:

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.

Joseph Connor J. P.  
of the aforesaid Township.

Justices costs \$6.60  
Transcript & Certificate \$1.90  
Constables costs \$2.30

Afterward on the 29<sup>th</sup> day of January A. D. 1896, the following Entry was filed in the Clerk's office to wit:  
Fairbanks Iron Co.

7037

Plff. in Error  
vs  
Henry Hill  
Def. in Error

Court of Common Pleas  
Union County, Ohio.

This cause came on for hearing upon the petition in error, the transcript, and the original papers and pleadings from the docket of Joseph Connor a Justice of the Peace for Clairbourne Township, Union County, Ohio, and was argued by counsel and submitted to the Court; on consideration thereof the Court find that there is error apparent upon the record in the proceedings of said Court, to the prejudice of the plaintiff in error, in that said Justice of the Peace had no jurisdiction of the plaintiff in error, and the said judgment is therefore reversed at the cost up to the present time of the defendant in error; and execution is awarded therefrom.

Prodrick for Plff. in Error.  
Robinson " Def. " "

Attest  
J. N. Horne  
Clerk.

Please continued and held at the Court house in  
Marysville within and for the County of Union in the Fourth  
Judicial District of the Court of Common Pleas, of the State  
of Ohio, before the Honorable John A. Price Judge of said Court  
of the Term of January 1896. On the 13<sup>th</sup> day of January in  
the year of our Lord One thousand Eight hundred and Ninety six.

Be it remembered that heretofore To wit, on the 14<sup>th</sup> day of  
January a.D. 1896 Henderson and Tullington filed in the Clerk's  
Office of the said Court of Common Pleas the following Petition  
against Mary C. Miller et al to wit:

Petition  
7036

Henderson & Tullington | Court of Common Pleas  
vs | Union County, Ohio.  
Mary C. Miller & S. Miller  
and Dan Miller

First cause of Action.

Henderson and Tullington the above named plaintiffs say there  
is due to them from Mary C. Miller S. Miller and Dan Miller  
defendants on a promissory note made by the defendants dated  
January 10<sup>th</sup> 1895, which note with the Warrant of Attorney thereto  
annexed is hereto attached and marked exhibit "A" the sum of  
One Hundred Dollars with 8 per cent interest from March 10<sup>th</sup>  
1895.

The plaintiffs further say that they are the legal owners and  
holders of said note, that the same due and unpaid.

Wherefore the plaintiffs ask judgment against said defend-  
ants for the sum of One Hundred and six and 6/100 Dollars & 8  
per cent from March 10<sup>th</sup> 1895.

Second Cause of Action:

The said plaintiff says there is due  
them from the said Mary C. Miller S. Miller and Dan Miller  
on a promissory note made by said defendant dated January  
10, 1895, which note with the Warrant of Attorney thereto annexed  
is hereto attached and marked exhibit "B" the sum of One hun-  
dred and eighteen & 6/100 Dollars with 8 per cent from April 10<sup>th</sup> 1895.

The plaintiffs further say they are the legal owner of said  
note that the same is due and unpaid.

Wherefore the plaintiffs ask judgment against said defendants  
for the sum of One hundred and twenty four & 3/100 Dollars with  
interest at 8% from April 10<sup>th</sup> 1895.

Robinson & Woodburn  
Attys for Plffs.

The State of Ohio, Union County ss:

R. L. Woodburn being duly sworn  
says he is one of the duly authorized Attorneys for the plaintiffs  
and this action is founded upon a promissory note now in  
possession of affiant and that he believes the statements in the  
 foregoing petition to be true as he verily believes. R. L. Woodburn.

Subscribed by R. L. Woodburn in my presence and sworn  
to by him before me this 13<sup>th</sup> day of January 1896.

seal

J. H. Gosnell Clerk.

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Answer  
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Exhibit "B"

\$100<sup>00</sup>

Marysville Ohio Jan'y 10<sup>th</sup> 1895.

Sixty days after date as principal debtors, we jointly and severally promise to pay to the order of Henderson & Fullington One Hundred Dollars for value received with interest at 8% 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.

Mary C. Killen  
W. S. Killen  
Dan Killen

Exhibit "B"

\$118<sup>00</sup>

Marysville Ohio, Jan'y. 10<sup>th</sup> 1896.

Ninety days after date, as principal debtors, we jointly and severally promise to pay to the order of Henderson and Fullington One Hundred and Eighteen and 6/100 Dollars, for value received with interest at 8 per cent 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 rights of appeal in this behalf.

Mary C. Killen  
W. S. Killen  
Dan Killen

Answer  
7035

Henderson & Fullington  
vs  
Mary C. Killen et al

Court of Common Pleas  
Lorain County, Ohio.

The defendants Mary C. Killen, W. S. Killen and Dan Killen by John R. Brodrick Attorney, and an attorney at law of record in this Court, duly authorized therefor by the Board of Attorney record in this Court, duly authorized therefor by the Board of Attorney record in this Court, and which note with the embraced in the note said 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 the appearance herein, and said defendants by John R. 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 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 Thirty two and 44/100 Dollars, bearing interest at 8 per cent per annum and accruing costs, and 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 H. Brodrick  
Attorney for Defendants.

Entry  
7035

Henderson and Fullington

Court of Common Pleas  
Knox County, Ohio.

vs  
Mary C. Miller et al

This day came the plaintiff by Robinson and Goodburn Attorneys and filed his petition against said defendants, and thereupon John H. 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, prima, shown to the Court, and filed with the Clerk thereof appeared in open Court in behalf of the said defendants, waiving 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 defendants to said plaintiffs, on said indebtedness, the sum of Two hundred and Thirty two 44/100 Dollars, bearing interest at 8 per cent per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that the said Henderson and Fullington plaintiffs do recover of the said Mary C. Miller, W. S. Miller and Dan Miller Defendants the sum of Two hundred and Thirty two 44/100 dollars or confessed, as aforesaid, with interest from January 1<sup>st</sup> 1896, at 8 per cent per annum, and also costs in their behalf expended taxed to B and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

Attest  
J. M. Cornell  
Clerk.

Mary C. Miller et al  
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defendant Katterman Hill the sum of Four hundred and thirty six and 56/100 dollars, with interest from Nov. 15<sup>th</sup> 1890.

There are no credits on the above described note, nor no credits on the above account, whereupon the plaintiff, J. A. Brittonstone the owner and holder of said promissory note and the above described account marked exhibit "A" asks for a judgment, against said Katterman Hill and J. L. Bronger as makers of said promissory note, and Katterman Hill on said account, for Eleven hundred & Ninety six & 96/100 dollars (\$1196.96) with interest on said note from November the 4<sup>th</sup> 1890; and interest on said account from November 16<sup>th</sup> 1890; and for costs.

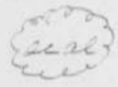
F. A. Thompson  
Attorney for Plaintiff.

State of Ohio }  
Union County } ss:

F. A. Thompson makes oath that he is the Attorney for the above named plaintiff J. A. Brittonstone, that said plaintiff is a man resident of Union County, Ohio, and that the facts stated in said petition are true as he verily believes.

F. A. Thompson.

Sworn to before me by said F. A. Thompson, and by him signed in my presence this day of December, 1890.



R. K. Emory  
Notary Public.

Fr. Clerk.

Issue a summons in this case returnable according to law. Indorse: Amount claimed \$1,196.96 with interest on the above described note for \$760.40 from November 4<sup>th</sup> 1890, and interest on the above described account for \$436.56 from November 16<sup>th</sup> 1890; for which the plaintiff will take judgment accordingly if defendant fails to answer.

F. A. Thompson  
Attorney for Plaintiff.

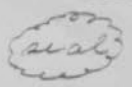
Afterward on the 12<sup>th</sup> day of December A. D. 1890, the following summons was issued by the Clerk, to-wit:

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

You are hereby commanded to notify Katterman Hill and J. L. Bronger, that they have been sued by J. A. Brittonstone in the Court of Common Pleas of Union County, and must answer by the 11<sup>th</sup> day of January A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23<sup>rd</sup> day of December A. D. 1890.

Witness my hand and the seal of said Court, this 12<sup>th</sup> day of December A. D. 1890.



J. C. Roswell Clerk.

Receipt

Summons.

Sheriff's Return.

Sheriff's Fee  
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Entry  
7011

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| Copy           |    | 30 |
| Total          | 1  | 95 |

The State of Ohio, Union County ss:  
 Received this writ December 13<sup>th</sup> A.D. 1890; at  
 10 o'clock A.M. and served same by handing a true copy  
 of this writ with the endorsements thereon to Waterman  
 Hill personally on the 14<sup>th</sup> day of December A.D. 1890;  
 and J.L. Bergerer on the 15<sup>th</sup> day of December A.D. 1890; personally.  
 Wm. S. Snodgrass, Sheriff.

Entry.  
7011

Afterward on the 13<sup>th</sup> day of January A.D. 1896. the following  
 Entry was filed in the Clerk's office to wit:

J. A. Burtinstock  
 vs  
 Waterman Hill Ed  
 J. L. Bergerer.

Court of Common Pleas,  
 Union County, Ohio.

Now comes the plaintiff by his attorney and the def-  
 endant having failed to answer or demur to the petition of  
 the plaintiff, the Court finds that the defendant thereby admits the  
 facts stated in the petition to be true, and that there is due from the  
 defendant to the plaintiff on the cause of action set forth in said  
 petition the sum of Eleven hundred and ninety six dollars and  
 ninety six cents (\$1196.96) together with the sum of Thirteen dollars and  
 eighty three cents (\$13.83) as interest thereon.

It is therefore considered by the court that the plaintiff recover  
 from the defendant the sum of \$1210.79, Twelve hundred & ten & seventy  
 nine cents (aggregate) and costs of suit, taxed at \$

F. A. Thompson  
 Attorney for Plaintiff.

Attest  
 J. M. Kameel  
 Clerk.

Please continued and held at the Court House in  
Maysville within and for the County of Linn, 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  
& the Term of January to wit, On the 13<sup>th</sup> day of January (A.D.)  
1896, to wit: One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to wit; on the 23<sup>rd</sup> day  
of January A.D. 1896, The Peoples Bank filed in the Clerk's office  
of the said Court of Common Pleas the following Petition and  
Answer against James Krimes et al to wit:

Petition  
7049

The Peoples Bank  
vs  
James Krimes et al  
James Brown.

Court of Common Pleas  
Linn County, Ohio.

The plaintiff says that it is a corporation party  
doing business in the State of Ohio, under the name of the Peoples  
Bank at Maysville, Ohio, this its action is founded upon  
a promissory note, of which the following is a copy, with all  
the credits and indorsements thereon:

\$100<sup>00</sup> Maysville Ohio November 26, 1893.

Six months after date, as principal debtors we jointly  
and severally promise to pay to the Peoples Bank, or order, at  
Maysville, Ohio, One 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 compel  
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 9<sup>th</sup> day of Dec. 1893.  
James Krimes.  
James Brown.

Credits "Paid by James Brown Sept. 30/95 on within Ten & 99/100 dollars.

There are no other credits nor indorsements.  
There is due to plaintiff from the defendants on said note the  
sum of One Hundred and Ten & 05/100 Dollars which it claims  
with interest from the 13<sup>th</sup> day of January A.D. 1896, at 8 per cent  
per annum payable annually, and for which, with cost of suit,  
it asks judgment against the defendants,

A copy of this note is hereto attached, marked exhibit "A"  
and made part hereof.

J. H. Kinkade  
Attorney for Plaintiff

The State of Ohio, Linn County ss:

J. H. Kinkade being sworn, says  
that he has in his possession the note herein, and on this action is

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23<sup>rd</sup> day

Answer The Peoples  
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for money only and he holds same as attorney for said partnership and plaintiff and the facts stated and allegations in said petition are, as affiant believes, true.

J. H. Kinkade.

Sworn to before me, and signed in my presence, this 23<sup>rd</sup> day of January A. D. 1896.

*(Seal)*

J. H. Gosnell Clerk  
By J. W. S. Gosnell Deputy.

Answer The Peoples Bank

7049

vs  
James Grimsted  
James Brown

Court of Common Pleas  
Union County, Ohio.

The defendant, James Grimsted and James Brown by R. L. Woodburn their attorney and an attorney at-law of record in this Court duly authorized through 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 R. L. Woodburn 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, he 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 its petition set forth, and that the amount due upon said indebtedness at this day is the sum of One hundred ten & 00/100 Dollars, bearing interest at 8 per cent per annum, and therefore, for that sum, with interest from January 13<sup>th</sup> 1896, at 8 per cent per annum, and accruing costs, and assigns 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.

R. L. Woodburn

Attorney for Defendants.

Entry The Peoples Bank

7049

vs  
James Grimsted  
James Brown.

Court of Common Pleas  
Union County, Ohio.

March 9<sup>th</sup> 1896

This day came the plaintiff by J. H. Kinkade attorney and filed its petition against said defendants, and thereupon R. L. Woodburn 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, shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledged that said defendants did owe and were indebted unto the plaintiff as it has in its petition alleged by virtue of said

Warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of One Hundred and Ten & 5/100 Dollars, bearing interest at 8 per cent per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that the said The Peoples Bank Plaintiffs do recover of the said James Krinus and James Brown Defendants the sum of One hundred ten & 5/100 Dollars, so confessed, as aforesaid, with interest from January 13, 1896 at 8 per cent per annum, and also costs in its behalf expended taxed to \$5.35 and by virtue of said Warrant of Attorney all errors in this action, judgment and proceedings and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

Attest

J. M. Kosmull  
Clerk.

Please continued and held at the Court House in Marysville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January Term: On the 13<sup>th</sup> Day of January in the year of our Lord, One Thousand Eight Hundred and Ninety Six.

Be it remembered that on the 28<sup>th</sup> day of January A. D. 1896, The Farmers Bank filed in the Clerk's office of the said Court of Common Pleas the following Petition against James Brown and W. H. Epps vs. wit:

Petition  
7047

The Farmers Bank  
vs  
James Brown Ed  
W. H. Epps.

Court of Common Pleas  
Union County Ohio.

The plaintiff says that it is a corporation duly organized under the laws of the State of Ohio, that this its action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

\$175.00

Marysville Ohio, December 9, 1893.

Ninety days after date, as principal debtors, we jointly and severally promise to pay to The Farmers Bank, or order, at its office in Marysville, One Hundred and Seventy Five 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

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Answer  
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wave the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note with eight per cent. interest payable annually after the same shall become due together with costs of suit; and release all errors, and waive all right of appeal in this behalf.

Witness our hands and seals, this 27<sup>th</sup> day of Dec. 1896.  
James Brown  
W. W. Epps.

Indorsed: "Paid Ten & 58/100 dollars, Oct. 1<sup>st</sup> 1896."

There is due to plaintiff from the defendants on said note the sum of One Hundred and Ninety seven and 58/100 Dollars which it claims with interest from the 23<sup>rd</sup> day of January A.D. 1896, at eight per cent. per annum, and for which, with costs of suit, it asks judgment against the defendants.

John M. Brodrick  
Attorney for Plaintiff.

The State of Ohio, Union County ss:

John M. Brodrick being sworn, says that he is the duly authorized Attorney for said plaintiff; that this action is founded on a written instrument for the payment of money, which instrument is now in plaintiff's possession, and that the facts stated and allegations in said petition are, as plaintiff believes, true.

John M. Brodrick.

Sworn to before me, and signed in my presence, this 23<sup>rd</sup> day of January, A.D. 1896.

Seal

J. H. Gosnell  
Clerk of Court

Answer. The Farmers Bank  
vs  
James Brown Ed  
W. W. Epps.

Court of Common Pleas,  
Union County, Ohio.

The defendants James Brown and W. W. Epps by C. K. Corwin, their Attorney, and an Attorney at law of record in this case, duly authorized to appear by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with 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 defendants by their said Attorney duly authorized as aforesaid, say that they cannot yield, say or resist the facts stated and allegations in the petition of plaintiff herein filed against them, by acknowledged 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 its petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred and Ninety seven and 58/100 Dollars, bearing interest at eight per cent. per annum, and therefore, for that sum, with interest from January 23<sup>rd</sup> 1896, at

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eight per cent. per annum, and accruing costs they express 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.

E. L. Porter  
Attorney for Defendant.

Entry  
7047  
The Farmers Bank  
vs  
James Brown &  
W. H. Epps

Court of Common Pleas  
Union County, Ohio.

This day came the plaintiff by John W. Brodick its attorney, and filed its petition against the defendants, and thereupon E. L. Porter an attorney at law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of One Hundred and Ninety seven and 07/100 Dollars, bearing interest at eight 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 The Farmers Bank plaintiff do recover of the said James Brown and W. H. Epps defendants the sum of One Hundred & Ninety seven and 07/100 Dollars, or confessed, as aforesaid, with interest from January 23<sup>rd</sup> 1896, at eight per cent. per annum and also costs in its 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 therein, are by said defendants waived and released.

Attest  
J. H. Garner  
Clerk.

Petition  
7050

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Please 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 13<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that on the 23<sup>rd</sup> day of January A.D. 1896, The Union Banking Company filed in the Clerk's office of the said Court of Common Pleas the following Petition against F. T. Hall, Edw. C. Benedict, J. H. Hall and A. L. Hall to wit:

Petition  
7050

The Union Banking Company  
against  
F. T. Hall, Edw. C. Benedict,  
J. H. Hall and A. L. Hall

Court of Common Pleas  
Union County, Ohio.

The plaintiff says that it is a corporation duly incorporated under the laws of the State of Ohio, and doing a general banking business at Marysville Ohio, this action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:  
\$500<sup>00</sup>

Marysville Ohio, January 18<sup>th</sup> 1896.

Twelve months after date for value received me or either of us promise to pay to the Union Banking Company or order, at the Banking House of said Company, at Marysville, Ohio, Five hundred dollars with interest at 8 per cent after maturity.

And we hereby <sup>any attorney at law</sup> authorize to appear for us or either of us in an action on the above note, at any time after the same becomes due, in any Court of record in or of the State of Ohio, waive the issuing and service of process against us or either of us, and confess judgment in favor of the said The Union Banking Company against us or either of us for the amount that may be due them with costs of suit; and to waive and release all error in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals, F. T. Hall  
Edw. C. Benedict  
J. H. Hall  
A. L. Hall

This - day of A.D. 1896

\$40, Interest paid Jan'y. 21  
No. 6307- Due Jan'y. 18<sup>th</sup> 1896.

There are no other credits or indorsements.

There is due to plaintiff from the defendants on said note the sum of Five Hundred Dollars which it claims with interest from the 18<sup>th</sup> day of January A.D. 1896, at 8 per cent, per annum, and for which, with costs of suit, it asks judgment against the defendants.

Said note is hereto attached marked exhibit "A" and made a part hereof.  
J. H. Kinkade, Attorney for Plaintiff.

The State of Ohio, Union County ss:  
J. H. Kinkade being sworn, says that the above plaintiff is a Corporation, that he is its attorney, and this suit is for money only, the evidence of which the note sued on is in his possession, and that the facts stated and allegations in said petition are, as affiant believes true.  
J. H. Kinkade

Sworn to before me, and signed in my presence this 23<sup>d</sup> day of January A.D. 1896.

Seal

J. H. Russell Clerk  
By J. W. A. Russell Deputy.

Answer  
7050

The Union Banking Company  
against  
F. T. Hall, Edw. C. Benedict,  
J. A. Hall and A. L. Hall

Court of Common Pleas,  
Knox County, Ohio.

The defendants F. T. Hall, Edw. C. Benedict, J. A. Hall and A. L. Hall, by R. L. Woodburn their Attorney and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein; and said defendants by R. L. Woodburn their 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 its petition set forth, and that the amount due upon said indebtedness at this day is the sum of Five Hundred Dollars, bearing interest at 8 per cent. per annum, and therefore for that sum, with interest from January 15<sup>th</sup> 1896, at 8 per cent. per annum, and accruing costs, confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

R. L. Woodburn  
Attorney for Defendants.

Entry  
7050

The Union Banking Company  
against  
F. T. Hall, Edw. C. Benedict,  
J. A. Hall and A. L. Hall.

Judgment by Confession for \$500<sup>00</sup>.

This day came the plaintiff by J. H. Kinkeade its Attorney, and filed its petition against the defendants, and thereupon R. L. Woodburn 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 shewn to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff on said indebtedness, the sum of Five Hundred Dollars, bearing interest at 8 per cent. per

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The Union  
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Petition.  
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annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that the said The Union Banking Company plaintiffs do recover of the said F. J. Hall, Edw. C. Benedict, J. H. Hall and G. L. Hall defendants the sum of Five Hundred Dollars or confessed, as aforesaid, with interest from January 18, 1896, at 8 per cent. per annum, and also costs in its behalf expended taxed to \$ and by virtue of said Warrant of Attorney all errors in this action, judgment and proceedings, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

Attest  
J. M. Gosnell  
Clerk.

Case continued and held in 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 J. M. D. Price Judge of said Court of the Term of January to wit: On the 18<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to wit, on the 29<sup>th</sup> day of October A. D. 1895, Mullins & Crigler filed in the Clerk's Office of the said Court of Common Pleas the following Petition against F. O. Penney to wit:

Petition.  
6987  
Alfred R. Mullins and  
Llewellyn S. Crigler as  
Partners as Mullins & Crigler  
vs  
F. O. Penney,

Court of Common Pleas,  
Union County, Ohio.

Plaintiffs are the only members of a partnership doing business under the firm name of Mullins & Crigler; and the promissory note hereinafter set out was executed and delivered to them as such partners, and they are the present owners and holders thereof, and nothing has been paid thereon, and there is due them thereon the sum of One Hundred and Sixty-Six Dollars and Ninety-seven cents (\$166.97).

The following is a true copy of said note:

\$166.97

Richwood, Ohio, August 13<sup>th</sup>, 1895:

Sixty days after date I promise to pay to the order of Mullins & Crigler, One Hundred and Sixty-six & 97/100 Dollars, Negotiable and payable at the Bank of Richwood. Value received, with interest at 6 per cent. per annum after maturity.

Signed F. O. Penney.

Due Oct. 13<sup>th</sup> 1896:

Said note bears indorsements as follows: "Mullins & Crigler." "Pay B. L. Talmage, cashier, or order, for collection for First National Bank, Covington, Ky. J. B. Jones, Cashier."

Plaintiffs further say that the First National Bank of Covington Ky. and said B. L. Talmage, cashier, have no interest

whatsoever in said note; but it was so indorsed by plaintiffs and placed in the former and sent to the latter for collection only; and that said note was at the close of banking hours on the 10<sup>th</sup> day of October, 1895, duly presented for payment at said Bank of Richmond, where it was made due and payable, by one R. G. Cook, then a Notary Public in and for said County of Kenyon, who was then and there refused payment thereof by said Bank because defendant had no funds in said Bank, and who thereupon duly protested said note, at a cost to plaintiff of One Dollar and Twenty-Five Cents (\$1.25).

Wherefore plaintiff asks judgment against defendant for the sum of One Hundred and Sixty-six dollars and ninety-seven cents (\$166.97) with interest thereon from said 10<sup>th</sup> day of October, 1895, and One dollar and twenty-five cents (\$1.25) costs of protest as aforesaid, and for costs herein to accrue.

J. F. Millan  
Atty. for Plfs.

State of Ohio Kenyon County ss:

J. F. Millan being first duly sworn says that he is the duly authorized Attorney for the plaintiffs in the above entitled action, that said plaintiffs are non-residents of said County of Kenyon, and that the facts stated and allegations made in the foregoing pleadings are, as he verily believes, true.

J. F. Millan

Sworn to before me and subscribed in my presence this 29<sup>th</sup> day of October, 1895

Seal

J. L. Jolliffe  
Notary Public.

Afterward on the 29<sup>th</sup> day of October A.D. 1895, the following Summons was issued by the Clerk of this Court to wit:

Summons

The State of Ohio }  
Kenyon County ss: } To the Sheriff of Kenyon County:

You are hereby commanded to notify F. O. Penny that he has been sued by Kendall & Crigler in the Court of Common Pleas of Kenyon County, and must answer by the 30<sup>th</sup> day of November A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 17<sup>th</sup> day of November A.D. 1895.

Witness my hand and the seal of said Court this 29<sup>th</sup> day of October A.D. 1895.

Seal

J. H. Gosnell  
Clerk.

Sheriff  
Return.

The State  
Kenyon  
Sheriff's Fee  
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Entry  
6987

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The defendant  
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Sheriff  
Return.

The State of Ohio  
Knox County

Sheriff's Return.

|                |       |
|----------------|-------|
| Sheriff's Fee  | \$ 25 |
| Service Return | 50    |
| Milage         | 52    |
| Copy           | 15    |
| Total          | 97    |

Received this writ October 29<sup>th</sup> A.D. 1895, at 2 O'clock P.M. and served same by handing a true copy of this writ with the indorsements thereon to Frank Penny on the 29<sup>th</sup> day of October, 1895, personally.  
Wm. S. Snodgrass, Sheriff.

Entry.  
6987

Afternoon on the 13<sup>th</sup> day of January A.D. 1896. The following Entry was filed by the Clerk of said Court, to wit:

|                   |                        |
|-------------------|------------------------|
| Mullins & Crigler | Court of Common Pleas, |
| F. D. Penny       | Knox County, Ohio.     |

Now comes the plaintiff by their Attorney, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiffs in the sum of One Hundred and Seventy Dollars and Sixty five cents (\$170.65).

It is therefore considered by the Court that the said plaintiffs recover from the said defendant the said sum of One Hundred and Seventy Dollars and Sixty five cents (\$170.65), and their costs herein expended.

Attest  
J. N. Haswell  
Clerk.



In the Case of Robt. McCrory vs Wm. Harriett et al

On the 30th day of February A.D. 1896, the following order of Sale was issued by the Clerk of this 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 12th day of April, 1895; Robert McCrory obtained a judgment and decree against Wm. Harriett and Carrie A. Harriett for the sum of \$94.69, and \$9.22 costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Wm. Harriett and Carrie A. Harriett within 30 days from the 12th day of April A.D. 1895; pay unto the said Robert McCrory the said sum of \$94.69, with interest from the 8th day of April, 1895; 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 30 days aforesaid have fully expired, and the said sum of \$94.69, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit: and Township of Jerome and bounded as follows.

Part of Virginia Military Survey No 3005. Beginning at a stake in the center of the Ostrander and Dublin gravel road N. E. corner of the lands of Simpson Andrews and in the west-line of Israel Hills land; Thence with the center of said gravel road N. 10° W. 116 poles to a stake in the center of the junction of a road on the Township line, between the Townships of Mill Creek and Jerome, with said gravel road; Thence with the center of said road on said Township line S. 80° W. 96 1/2 poles to two Hornbeams and a Swamp Ash. N. E. corner of the lands of John Gross; Thence with said Gross's East-line S. 11° E. 113 poles to an ash, sugar and Hornbeam in the North line of said Simpson Andrews land; Thence with said Andrews line N. 80° E. 96 1/2 poles to the place of beginning containing twenty acres more or less.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating Sale on Executions and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date thereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 30th day of February A.D. 1896.

J. W. Russell Clerk.

Sheriffs Return.

Sheriff's Service Levy Sum. App. Swear. Conveying Writing App. Copy of Notice to P. Mileage Poundage Return

Appraisals

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Affidavit of Oath

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Sheriffs Sale 6775

Printers Robert C. Williams

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| Levy              |                | 25 |     |
| Sum. Appraisals   | 1              | 20 |     |
| Swear             |                | 25 |     |
| Conveying         | 1              | 00 |     |
| Writing Apprais   |                | 25 |     |
| Copy of           |                | 25 |     |
| Notice to Printer |                | 25 |     |
| Mileage           | 2              | 70 |     |
| Poundage          | 20             | 40 |     |
| Return            |                | 25 |     |
|                   |                | 26 | 75  |
| Appraisals Fees   | 3              | 00 |     |

The State of Ohio, Union County, ss:

Received this writ the 3<sup>rd</sup> day of February A.D. 1896, and on the 4<sup>th</sup> day of February A.D. 1896, I called an inquest of J. A. Bush, L. C. Farnum 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: \$1590.00) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

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

And on the 7<sup>th</sup> day of March A.D. 1896, at the door of the Court House in Marysville, Ohio, at the hour of 1 O'clock P.M. of said day, the time and place of sale specified in said notice, I offered the within described Real Estate at public auction: and then and there struck off and sold the same to J. B. Hughes for the sum of \$1540.00, being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

And said sum being over two-thirds of the appraised value thereof, and said J. B. Hughes being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$1540.00.

Wm. L. Swanson Sheriff.

Affidavit of Printer.

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 5<sup>th</sup>, 1896.

Sworn to and subscribed before me, this 9<sup>th</sup> day of March, 1896.

Sheriff's Sale. Printers Fees, \$14.50.

Robert W. Croff

6775

William Harriott et al

John H. Shuman Jr.  
Clerk  
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 7, 1896, at or about the hour of One O'clock P.M. on said day, the following described real estate to-wit: Situate in the township of Jerom, County of Union, and State of Ohio, and bounded and described as follows:

Part of Virginia Military Survey No. 2005, beginning at a stake in the center of the Astor and Dublin gravel road north east corner of the lands of Simpson Anderson and in the west line of Osceola Hills land; thence with the center of said gravel road N. 10<sup>th</sup> W. 116 poles to a stake in

the center of the junction of a road on the township line between the township of Mill Creek and Jerome with said gravel road; thence with the center of said road on said township line S. 80° W. 96 1/2 poles to two iron beams and a swamp oak N.E. corner of the lands of John Moss; thence with said Moss's east line S. 10° E. 110 poles to an ash, sugar and hornbeam in the north line of said Simpson & Anderson's land; thence with said Anderson's line N. 80° E. 96 1/2 poles to the place of beginning, containing 70 acres of land more or less.

Appraised at \$27.00 per acre.

Terms of Sale, Cash

Feb. 5, 1896.

Wm. J. Swedgrass Sheriff  
Union County, Ohio.

After and on the 9th day of March A.D. 1896. the following Entry was filed in the Clerk's office to-wit:

Entry  
6775-

Robert W. Croy vs  
William Harrison et al  
Court of Common Pleas,  
Union County Ohio.

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

And it is further ordered that the said Sheriff convey to the purchaser, G. R. Hughes, 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.

And the Court coming now to distribute the proceeds of said sale, amounting to \$1640.00, it is ordered that the Sheriff, out of the money in his hands pay;

- First: To the Treasurer of this County the taxes due June, 1896, amounting to \$102.3.
- Second: To L. E. Wharton, the amount of taxes, penalty and interest due him as purchaser at forfeited tax sale, amounting to \$92.00.
- Third: The costs of this action, taxed at \$89.45.
- Fourth: To the defendant, Joseph J. Dickinson, the amount heretofore found due him with interest, to-wit: the sum of \$1037.81.
- Fifth: To the plaintiff Robert W. Croy, the amount heretofore found due him, with interest, to-wit, the sum of \$99.90.
- Sixth: To the defendant, Carrie A. Harrison, or her Attorney D. W. Ayers, the balance of the money remaining in his hands, to-wit, the sum of \$

D. W. Ayers  
Attorney for Carrie A. Harrison.  
R. L. Cameron for W. G. Croy.

Attest,  
J. M. Greenell, Clerk.



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