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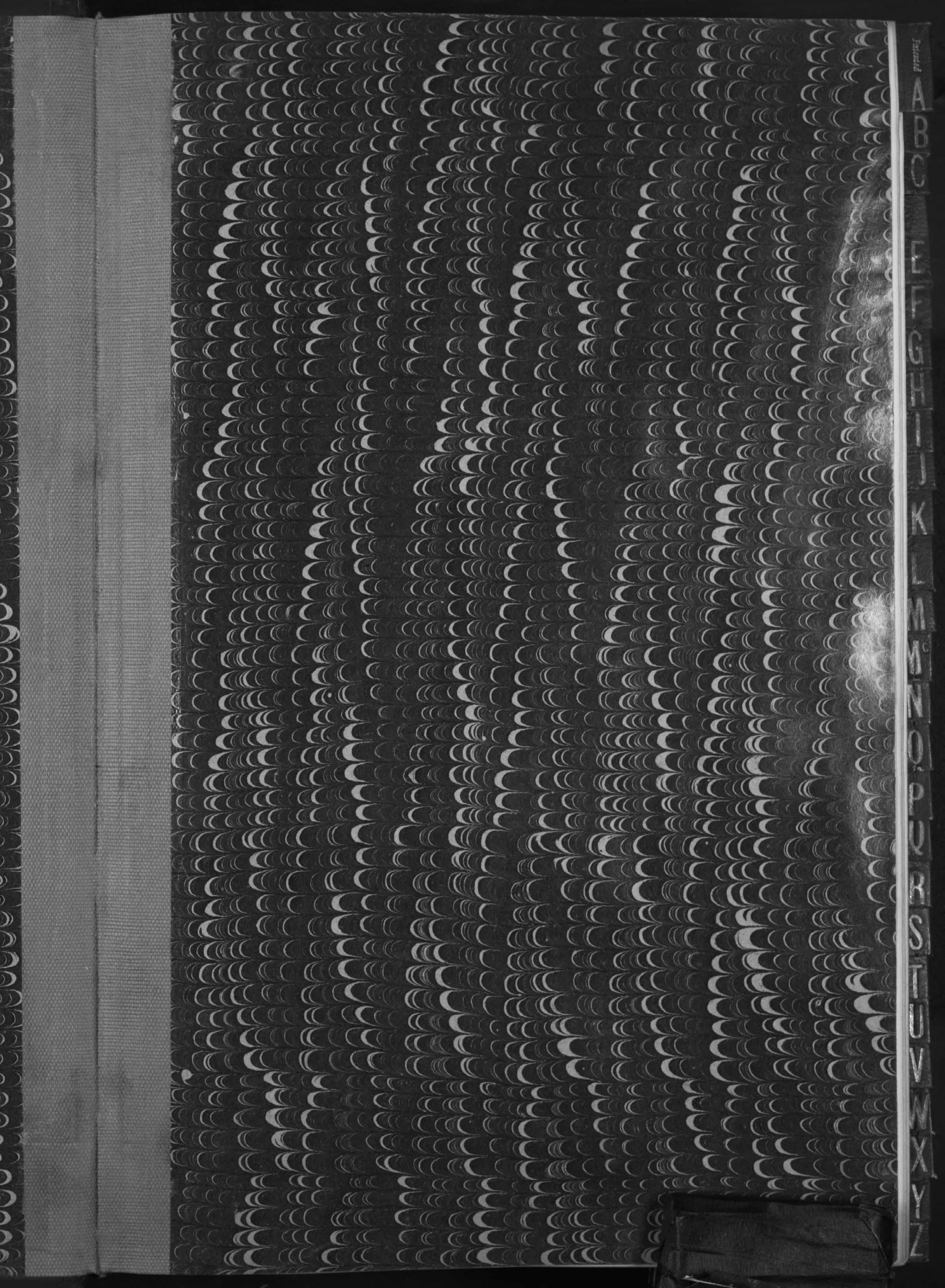
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Clerk continued and held at the Court House in Mansfield, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, 1897; on the 6th day of September, in the year of our Lord one thousand eight hundred and ninety seven.

Be it remembered that heretofore to-wit; on the 12th day of October A. D. 1897, Ellice C. Price filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against James H. Price, to-wit:

Petition

7456

Ellice C. Price
vs
James H. Price
Court of Common Pleas
Union County, Ohio.

The plaintiff says:

1st. 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.

2nd. On or about the 23rd day of March, 1887 at Delaware, in the County of Delaware and State of Ohio, she was married to the defendant, and she has ever since conducted herself toward the defendant as a faithful and obedient wife.

3rd. The defendant regardless of his marital duties toward the plaintiff, on or about the 7th day of October 1897 willfully abandoned and left the plaintiff and their five children without any adequate provisions or means of support, and has remained willfully absent ever since, and is gone to parts to plaintiff unknown.

4th. The said defendant has been habitually abusive and cruel toward the plaintiff for more than a year past in his language and actions toward her, in often accusing her of unchastity and infidelity, and illicit intimacy with other men, and asserting that he was not the father of one of their children, and swearing at her, and in refusing to converse with her or give her any respectful or kindly attention, or take her out in society or to any public gatherings of the people at public meetings of any kind or entertainments, or be seen in her company away from home but left her to shift for herself in these matters, so that she seldom went anywhere and when she went it was in the unsatisfactory manner intimated above.

Defendant would put one of the older children to watch her and spy to see if any man came to the house when he was away.

By these means defendant has made her life miserable for more than a year last past or that life with him any longer as a husband has become intolerable. The defendant has been guilty of gross neglect of duty

as a husband for more than three years last past in neglecting to provide suitable and adequate clothing for her and in other ways.

5th: The following children have been born of said marriage, to wit: Clara, age 9 years, Elwood, age 8 years, Ethel, age 7 years, James LeRoy age 4 years, Lacie a girl age 1 year.

The defendant is the owner of thirty acres of land in Franklin County, Ohio, near Dublin worth Forty Dollars per acre, a two horse wagon, one horse and harness, a two seat carriage, a lot of farming implements of little value, 2 Milk cows, a buck case and four books, seven head of Swine (2 sows and five pigs) and about 20 tons of hay on the Franklin County land.

The lands of the defendant in Franklin County consists of 48 acres but he recently, about a week ago disposed of 13 acres thereof, leaving only about 30 acres in the tract as above stated.

And on the 24th day of December, 1896, he had a sale of his personal property bringing (\$300). The sale was on 9 months time, and the notes were due about September 24th 1897; the said land sale amounting to about \$350, and he falsely pretended it was to pay off mortgages on the 40 acres aforesaid of \$400.

Said defendant will go on and dispose of all his property for the purpose of depriving plaintiff of alimony if not restrained by order of the Court.

The plaintiff prays that she may be divorced from the defendant and have the custody of the said children, and that the defendant may be enjoined from disposing of his said property; that alimony pending the suit for the support of herself and family and protection thereof may be granted by the Court, and that on final hearing reasonable alimony may be decreed to her, and that said 30 acres of land and other property may be decreed to her as part of her alimony, and for such other relief as may be equitable.

J.B. Cole
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Ollie C. Price being sworn says that the facts stated and allegations in her foregoing pleading are true.

Sworn to and Subscribed before me this 11th day of October, 1897.

(seal)

E.A. Thompson
Notary Public

Entry
allowing
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Entry
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Injunction
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On the 12th day of October A.D. 1897, the following entry was
filed with the Clerk of this Court, to-wit:
Alic E. Price }
 to }
James H. Price }

On motion of the plaintiff by her attorney, and
good cause being shown therefor, it is ordered that an
injunction be allowed to issue herein, enjoining the defendant
from disposing of his property as prayed for and described
in her petition until further order of the Court, and
without bond.

J. Duncan Dow
Judge of Court of Common Pleas.

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Affidavit
for
Publication.
7456

On the 13th day of October A.D. 1897, the following affidavit was
filed with the Clerk of this Court, to-wit:
Alic E. Price }
 to }
James H. Price }

The State of Ohio, Union County, ss:
Personally appeared Alic E. Price, who being duly
sworn says that she is the plaintiff above named and that
service of summons and copy of the petition herein cannot
be made within this State upon the defendant James H. Price,
and that this action is brought by the said Alic E. Price against
the said James H. Price in this Court for divorce and for
alimony according to the statute in such cases made and
provided; and that the residence of defendant is unknown
to her, and could not with reasonable diligence be ascertained,
and further saith not.

Alic E. Price

Sworn to and subscribed before me this 13th day
of October, 1897.

(seal) J. H. Durbin
Notary Public

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Legal
Notice

On the 22nd day of October A.D. 1897, the following Legal Notice was
filed with the Clerk of this Court, to-wit:
J. B. Cole, Attorney.

James H. Price, whose place of residence is unknown,
late of Jerome, Union County, Ohio, will take notice that on the
12th day of October, 1897, in the Court of Common Pleas of Union
County, Ohio, where the action is now pending, being cause No. 7456,
the undersigned, Alic E. Price, filed her petition against said James H.
Price, praying for a divorce from him for gross neglect of
duty and extreme cruelty, also alimony, to be made a charge
upon the following real estate, to-wit:

The tract of about thirty acres of land in his
name near Dublin and in Franklin County, Ohio, and for
the custody of their five minor children and for alimony

Plaintiff.
says that
pleading
11th day
public

pending the suit, which latter application will be for hearing before the judge of said court at chambers in Bellefontaine, Ohio, on October 23, 1897.

An injunction on said case has been allowed restraining defendant from disposing of any of his property.

The defendant is required to answer the petition in said action not later than six weeks after the 13th day of October, 1897, or such divorce and relief may be granted.

Allie G. Price,

Mayville, O. Oct. 14, 1897.

The State of Ohio, Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed notice was published for 2 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with October 14th 1897.

Harry Agner,

Sworn to and subscribed before me this 22nd day of October, 1897.

(seal)

Robt McCorry
Notary Public

Cum two Fees \$13.25

On the 27th day of November A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7456

Allie G. Price }
vs } Court of Common Pleas
James H. Price } Union County, Ohio.

Now came the plaintiff, and the defendant being in default for answer and demurrer the Court find that the plaintiff was at the time of filing her petition a bona fide resident of this county of Union, and that she is entitled to alimony out of the estate of her husband the said defendant.

It is therefore ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Five Hundred (\$500) Dollars, payable within five days from the entry of this decree, and the sum is hereby made a lien upon the real estate of the said defendant, and in default of such payment execution is allowed to issue therefor. Divorce refused.

It is further ordered and adjudged that plaintiff pay the costs herein taxed at \$20.94.

J. B. Cole
Attorney for Plaintiff.

Attest
J. M. Gosnell Clerk
By pro A. Gosnell Deputy

Petition 7450

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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 Duncan
 Dow, Judge of said Court, of the Term of September
 Term; on the 6th day of September in the year of our
 Lord one thousand eight hundred and ninety seven.

Be it remembered that heretofore to-wit on the
 1st day of October A.D. 1897, Jacob L. Horn filed in the
 Clerk's office of the said Court of Common Pleas, the follow-
 ing Petition against John Haberman et al, to-wit:

Petition
 7450

Jacob L. Horn
 vs
 John Haberman
 Henry Zeig, John
 Reichardt, George
 Jacobs, John Zeig,
 Jacob Beitzler,
 L. C. Ross, Joseph
 Kirby and D. S. Copp.

Court of Common Pleas
 Union County, Ohio.

Petition
 in
 Partition.

Plaintiff has a legal right to and is
 seized in fee simple of the undivided one twelfth
 part of the following described real estate;

"Situate in the Village of Richmond, in the
 County of Union, and in the State of Ohio; and being
 the east half of lots numbered Two Hundred and
 Twenty and Two Hundred and Twenty-one in Poppleton's
 Addition to said Village of Richmond, as the same are de-
 signated and described on the plat of said addition
 duly recorded in the Recorder's office of said County
 of Union."

The defendants John Haberman, Henry Zeig, John
 Reichardt and George Jacobs are tenants in common
 with plaintiff in said premises, and are each seized
 in fee simple of and entitled to an undivided one-
 eighth thereof.

The defendants John Zeig, Jacob Beitzler L. C. Ross,
 Jacob Kirby and D. S. Copp are also tenants in common
 with plaintiff in said premises, and are each seized
 in fee simple of and entitled to an undivided one-
 twelfth thereof.

The defendant L. C. Ross has duly leased said
 premises, and the term of his said lease will expire
 on the 14th day of April, 1898.

Plaintiff prays that his interest in said
 premises be set off to him in severally, or if that
 cannot be done without manifest injury that said
 premises be ordered sold subject to the defendant L. C. Ross'
 said lease thereon and that the proceeds of said sale
 be distributed among the parties thereto entitled, and

for all proper equitable relief.

J. F. Millar
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

Jacob L. Horn, being first duly sworn, says that he is plaintiff in the above entitled action and that the facts stated and allegations made in the foregoing petition are, as he verily believes true.

Jacob L. Horn, sworn to before me and subscribed in my presence this 30th day of September, A. D. 1897.

Henry S. Stelio
Notary Public.

Receipt To the Clerk of said Court.

Issue summons on the above named defendants forthwith, directed to the Sheriff of Union County and returnable according to law.

J. F. Millar
Attorney for Plaintiff

Notary fee 25 Cts.
Paid by Plaintiff.

Summons

On the 12th day of October A. D. 1897, the following summons was issued by the clerk of this court, to-wit:

The State of Ohio, Union County,
To the Sheriff of Union County;

You are hereby commanded to notify John Haberman, Henry Zeig, John Reichardt, George Jacobs, John Zeig, Jacob Buntzler, L. E. Ross, Joseph Kirby and D. S. Corp, that they have been sued by Jacob L. Horn, in the Court of Common Pleas of Union County, and must answer by the 30th day of October, A. D. 1897, or the 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 October A. D. 1897.

(seal) Witness my hand and the seal of said Court, this 12th day of October A. D. 1897,

J. N. Gosnell Clerk.

Afterward on the 9th day of October A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sheriff's Fee	\$	cts
Service Return		75
Mileage	4	00
Copies	1	35
Total	6	30

The State of Ohio, Union County, ss:

Received this writ October 12th A. D. 1897, at 2 o'clock P. M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to Jacob Buntzler, L. E. Ross, Joseph Kirby and D. S. Corp personally on October the 9th 1897, after diligent search and inquiry John Haberman, Henry Zeig, John Reichardt, George Jacobs and

Sheriff's Return.

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John Zeig was not to be found within my bailwick.
Indorsed "In action for Partition."
J. Ed Robinson Sheriff.

On the 9th day of October A. D. 1897, the following Precept was filed with the Clerk of the Court, to-wit:
Precept 7450 }
Jacob L. Horn }
vs }
John Habberman et al }
Court of Common Pleas
Union County, Ohio.
To the Clerk of said Court;

Issue Summons for the defendant Henry Zeig, John Reichardt, George Jacobs and John Zeig, directed to the Sheriff of Marion County, Ohio, returnable according to law.
J. F. Millar
Attorney for Plaintiff.

On the 9th day of October A. D. 1897, the following Summons was issued to the Sheriff of Marion County, to-wit:
Summons
The State of Ohio, Union County.
To the Sheriff of Marion County;

You are hereby commanded to notify John Habberman, Henry Zeig, John Reichardt, George Jacobs and John Zeig, that they have been sued by Jacob L. Horn in the Court of Common Pleas of Union County, and must answer by the 6th day of November A. D. 1897, or the 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 October A. D. 1897.
Witness my hand and the seal of said Court,
(seal) this 9th day of October, A. D. 1897.
J. N. Gosnell Clerk
By Geo. A. Gosnell Deputy.

On the 18th day of October A. D. 1897, the Sheriff of said County, returns said writ to the Clerk's office in said County, which returns is as follows:
Sheriff's Return.
Sheriff's Fees \$ do The State of Ohio,
Served Return 37 Marion County ss.
Add. Exp. 60 Received this writ October 12th A. D. 1897, at
Mileage 3 20 8³⁰ o'clock A. M. and served same by delivering
Copy 90 a true and certified copy of this writ with
Total 5 07 the indorsements thereon to the within named
Henry Zeig, and John Zeig each personally and by leaving
a true and certified copy of this writ with the indorsements
thereon at the usual place of residence of the within named
John Habberman, John Reichardt and George Jacobs
J. T. Sparr, Sheriff
By J. H. Siffert Deputy.
Indorsed "In action for Partition"

On the 26th day of November A.D. 1897, the following
Entry was filed with the Clerk of this Court, to-wit:

Entry
7450

Jacob L. Horn
vs
John Habberman et al
Court of Common Pleas
Union County, Ohio.

Now came the plaintiff herein, by his attorney,
and his petition thereupon coming on to be heard, the Court
find that all of the defendants have had due legal notice of
the pendency of this action and of the demand of said
petition, and that they are in default for answer and demurrer,
and that the allegations of said petition are thereby by them
confessed to be true.

Thereupon the Court find that the plaintiff is seized
of and has a legal right to an undivided one-twelfth
part of the real estate described in the petition, and is enti-
tled to have partition made thereof.

That the defendants are tenants in common with
the plaintiff in said premises in the following proportions,
to-wit:

That the defendants John Habberman, Henry Zeig, John
Reichardt and George Jacobs are each seized of and legally
entitled to an undivided one-eighth part thereof, and that
the defendants John Zeig, Jacob Buntzler, L. C. Bross, Joseph Kirby
and D. S. Capp are each seized of and legally entitled to
an undivided one-twelfth part thereof.

And no reason appearing why partition should
not be made, it is therefore ordered, adjudged and decreed
that partition of said premises be made; and that an order
issue to the Sheriff of said County of Union, commanding
him that by the oaths of Bent Cahill, B. L. Tolmeage and
A. B. Conkright, three judicious and disinterested freeholders of
the vicinity, who are hereby appointed commissioners for
that purpose, he cause to be set off and divided to the
plaintiff and to each of said defendants the part and propor-
tion of the said estate to which they are hereinbefore found
to be respectively entitled.

And of his proceedings herein, the said Sheriff is
ordered to make due return without unnecessary delay.

On the 26th day of November A.D. 1897, the following
Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7450

Jacob L. Horn
vs
John Habberman et al
Court of Common Pleas
Union County, Ohio.

To the Clerk of said Court
Issue writ of Partition directed to the Sheriff of
Union County, Ohio, returnable according to law.

J. F. Miller
Attorney for Plaintiff

Sheriff's
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On the 26th day of November A.D. 1897, the following writ of Partition was issued to the Sheriff of said County to-wit:

The State of Ohio, Union County.
To the Sheriff of said County:

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the September Term A. D. 1897, in a civil action therein pending (for partition) between Jacob L. Horn the plaintiff, and John Hatterman et al the defendants, you are hereby commanded, that by the oath of Burt Cahill, B. L. Talmage and A. B. Conkright, 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, to-wit:

Situate in the Village of Richmond, in the County of Union and in the State of Ohio; and being the east half of Lots numbered Two Hundred and Twenty and Two Hundred and Twenty-one, in Pappleton's Addition to the Village of Richmond, as the same are designated and described on the plat of said addition duly recorded in the Recorder's office of said County of Union, among the persons named herein, and in the following proportions to-wit:

- To Jacob L. Horn one-twelfth (1/12) part.
- " John Hatterman one-eighth (1/8) part.
- " Henry Zeig one-eighth (1/8) part.
- " John Richardt one-eighth (1/8) part.
- " George Jacobs one-eighth (1/8) part.
- " John Zeig one-twelfth (1/12) part.
- " Jacob Bentsler one-twelfth (1/12) part.
- " L. E. Bisco one-twelfth (1/12) part.
- " Joseph Kirby one-twelfth (1/12) part.
- " D. I. Copp one-twelfth (1/12) 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 court forthwith.

Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 26th day of November A. D. 1897.
J. N. Gosnell Clerk

On the 27th day of November A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sheriff's Fee	\$	00
Service		25
Mileage		2 56
Executing Writ		1 00

As commanded by the foregoing Writ of Partition I have executed the same by the oaths of B. L. Talmage, Burt Cahill and A. B. Conkright, causing said partition to be

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made, as will appear by the report of the Commissioners
herewith returned.

Sworn com.	25
Report com.	25
Return	25
Total	\$4 56

Given under my hand this 26th day of
November A. D. 1897.

J. Ed. Robinson Sheriff
By Allen Harris Deputy

B. L. Talmage, Com.	1.00
Bent Cahill "	1.00
A. B. Conkright "	1.00
Total	\$3.00

Commissioner's Report

The State of Ohio, Union County, ss.

Jacob L. Horn

Court of Common Pleas
In Partition.

vs
John Habberman et al

According to the demand 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, are all 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 es-
timate the value of the same at \$250.00.

Given under our hands this 26th day of Oct,
1897 A. D.

B. L. Talmage
Bent Cahill } Commissioners.
A. B. Conkright }

On the 27th day of November A. D. 1897, the following Agree-
ment was filed with the clerk of this court, to-wit:

Agreement

Richwood Ohio, Nov. 27th 1897.

For value received I hereby assign unto Jacob
L. Horn all money that may be due me from the
suit in partition in Union County, Court of Common
Pleas entered Jacob L. Horn vs John Habberman et al,
and all my interest and estate in the real estate
involved on the subject matter of said action.

J. Benzler
Henry R. Zig
John Haberman
George Jacobs
John Reinhardt
John Zig

On the 27th day of Nov. A. D. 1897, the following entry
was filed with the clerk of this court, to-wit:

Entry
7450

Jacob L. Horn

Court of Common Pleas
Union County, Ohio.

vs
John Habberman et al

This cause came on for hearing upon

the return of the Sheriff and the report of the Commissioners
therefore appointed herein, and on motion to confirm the
same.

And it appearing that said estate can not be divided
by metes and bounds without manifest injury to the
value thereof, and that said commissioners have made and
returned their appraisement of said premises, to-wit; in the
sum of \$250.00.

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

And it appearing to the Court that the plain-
tiff Jacob L. Horn has elected to take the said premises
at their said appraised value and that with such intent
he has paid into the hands of the Sheriff of Union
County, the said sum of \$250.00.

Wherefore the said premises are hereby adjudged
to him, and the said Sheriff is ordered to convey said
premises to him accordingly by deed in fee simple.

It is further ordered that the Sheriff, out of the
proceeds of said sale pay:

First: To the Treasurer of Union County the taxes
and assessments and penalty due upon said premises,
to-wit, the sum of \$4⁸⁴.

Secondly: To the Clerk of this Court the costs of
this action, including a counsel fee of \$25⁰⁰ to J. F. Miller
for his services herein, to-wit, the sum of \$55.20.

Thirdly: To the plaintiff and to the defendants
John Zeig, Jacob Bentzler, L. E. Bross, Joseph Kirby and
D. S. Goff, each one-twelfth of the balance of said
proceeds after first paying therefrom the costs and taxes
as above directed, that is to each of them the sum
of \$15⁸⁷.

Fourthly: To the defendants John Habberman, Henry Zeig,
John Richardt and George Jacobs, each one-eighth of the
balance of said proceeds after first paying therefrom the
costs and taxes above mentioned, that is to each of them the sum
of \$23.81.

Attest

J. N. Hornell Clerk

By J. A. Hornell Deputy.



Pleas 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 Duncan Dow, Judge of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of the said court, of the Term of September, 1897, on the 6th day of September, in the year of our Lord, One thousand eight hundred and ninety-seven.

Be it remembered that heretofore to-wit, on the 5th day of February A. D. 1897, George E. Tenney filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Michael Leonard et al, to-wit:

Petition 7309

George E. Tenney
vs
Michael Leonard,
Peggy Leonard &
Anna Triplett

Court of Common Pleas
Union County, Ohio.

The defendant, Michael Leonard, is indebted to the plaintiff in the sum of Nine Hundred and Seventy-Five Dollars (\$975.00), with interest thereon at the rate of eight per centum per annum from the fourth day of September, 1896, which plaintiff claims, upon three certain promissory notes of which the following are true copies:

\$325.00

Richwood, Ohio, Sept. 4th 1896,
Two years after date I promise to pay to the order of George E. Tenney, Three Hundred and Seventy-five Dollars at Bank of Richwood, value received, with interest at 8 per cent from date payable annually.

Michael Leonard,

\$325.00

Richwood, Ohio, Sept. 4, 1896.
Three years after date I promise to pay to the order of George E. Tenney Three Hundred and Seventy-five Dollars, at Bank of Richwood, value received, with interest at 8 per cent from date payable annually.

Michael Leonard.

\$325.00

Richwood Ohio, Sept. 4, 1896,
Four years after date, I promise to pay to the order of George E. Tenney, Three Hundred and Seventy-five Dollars, at Bank of Richwood, value received, with interest at 8 per cent from date payable annually.

Michael Leonard,

There are no credits or indorsements upon any of said notes.

At the time of delivering said promissory notes, and to secure the payment thereof, the said defendant and his wife, the defendant, Peggy Leonard, executed and delivered to the plaintiff their mortgage deed, conveying the following described premises:

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Situate in the State of Ohio, in counties of Union
 and Martin, and in Townships of Jackson and Bowling
 Green, being part of Surveys Nos. 9941 and 9942, and
 described by metes and bounds as follows:
 Beginning at a stone or broken tile, in the
 center of the County road and corner to lands of C. S.
 Patterson and F. M. Sanders; thence with the center of said
 road north Eighty-three and one-half deg. east Seventeen
 and eighty-four one hundredths rods to the center of the
 La Rue and Essig gravel road; thence north Sixty and
 one-half deg. east Forty-one and Seventy-two one hundredths
 rods to a stone near the bank of Rush Creek (witnessed
 by a stone and brick bats which bear north Eighty-two
 and one-half deg. east thirty-eight (38) links); thence with the
 center of said creek a westerly course, and with the
 meanderings of said creek, to a stake on the east bank of
 said creek (witnessed by a double elm which bears south
 Twenty-seven deg. east Forty-three links, and a sugar tree
 which bears north Twenty deg. west thirty-eight links);
 thence north Eighty-three deg. east Sixty-one and Twenty-
 four one hundredths rods to a stake in the west line
 of S. C. Lingo land (witnessed by a large elm which
 bears south Sixty-six and one-half deg. west Thirteen
 links); thence with said line north Five deg. west Thirty-
 six rods to a stone and southeast corner to F. Cameron's land;
 thence with said Cameron's south line south Eighty-three deg.
 west Fifty-five and Twelve one hundredths rods to the cen-
 ter of Rush Creek (witnessed by a Walnut stump in
 the line on the east bank of said creek; thence contin-
 uing with said Cameron's line south Sixty-five deg. west
 Seventy-nine rods to a stone, corner to said Cameron's
 land; thence following said Cameron's line south Twenty-
 six and one-half deg. east Five and Seventy-six one-
 hundredths rods to a stone; thence with said Cameron's
 line south Sixty-three deg. west Eight and Sixty-eight
 one hundredths rods to the center of the gravel road (witness-
 ed by a stone in the line on the east side of said
 road); thence with the center of the gravel road south
 Forty-one deg. east Thirty-five rods to where said road
 crosses survey line; thence with survey line south Five deg.
 east Twenty-three rods to the place of beginning, con-
 taining Forty-two and Forty hundredths acres.
 On the 11th day of September, 1896, at 9:25 o'clock A. M.
 said mortgage was duly left for record at the Recorder's office
 of Union County, Ohio, and was by said officer duly recorded
 in Book No. 38 at pages 491 and 492 of Union County re-
 cords of mortgages, and is the next last lien upon said
 premises after a certain mortgage for One Thousand Dollars,
 and accrued interest held by the defendant Anna Triplett.
 Said Michael Leonard has failed to pay or to cause

to be paid Taxes and assessments becoming due upon said premises on the 20th day of December, 1896, amounting to \$ and has caused and permitted great waste and damage upon and to said premises by the destruction of fences and timber thereon and by the removal of the same therefrom.

The conditions of said mortgage and held by plaintiff is such that upon such failure upon the part of said defendant, or such waste or damage done or permitted to be done by him, the whole amount of said principal sum of Nine Hundred and Seventy-five Dollars (\$975.00) and accrued interest thereon became due and payable, and the right to foreclose said mortgage accordingly accrued as therein provided.

Plaintiff therefore asks judgment against the defendant Michael Leonard for the sum of Nine Hundred and Seventy-five Dollars, with interest thereon at the rate of eight per cent per annum from the 4th day of September, 1896, and that said premises may be sold and the proceeds thereof applied to the payment of said judgment, and for all proper equitable relief.

J. F. Miller
Attorney for Plaintiff.

State of Ohio, Union County, ss:

George C. Tenney, being first duly sworn, says that he is plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing petition are, as he verily believes, true.

Geo. C. Tenney.

Subscribed in my presence and sworn to before me this day of February, 1897,

(seal)

A. V. Spicer
Notary Public

To the Clerk of Courts:

I now summons directed to the Sheriff of Marion County for the defendants Michael Leonard and Peggy Leonard, who reside in the Village of La Rue in said County, and make returnable according to law.

J. F. Miller
Attorney for Plaintiff.

On the 5th day of February A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of Marion County

You are hereby commanded to notify Michael Leonard and Peggy Leonard that they have been sued by George C. Tenney, in the Court of Common Pleas of Union County, and must answer by the 6th day of March A. D. 1897, or the petition of the said plaintiff will be taken as

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and judgment rendered accordingly.
 You will make due return of this summons on
 the 15th day of February A. D. 1897.
 Witness my hand and the seal of said court, this
 5th day of February A. D. 1897.

J. N. Gravel Clerk
 by Geo. A. Gravel Deputy

On the 12th day of February A. D. 1897, the Sheriff of said County
 returned said summons to the Clerk of said County, which
 return is as follows:

Sheriff's
 Return

Sheriff's Fee	\$ 25
Sheriff's Return	52
Mileage	2 40
Copy	36
Total	\$ 38

The State of Ohio, Sheriff's Return
 Marine County ss. Received this writ February 5th A. D.
 1897, at 2 o'clock P. M. and served same by leaving a true and certified copy of this writ with the endorsemments thereon at the usual place of residence of Michael Leonard and by delivering a true and certified copy of this writ with the endorsemments thereon to the within named Peggy Leonard personally.

J. P. Shan, Sheriff
 By J. H. Sifert Deputy.

Indorse "Judgment and foreclosure of mortgage, amount claimed \$975.00, \$70 per annum from Sept. 4th 1896."
 J. F. Miller
 Attorney for Plaintiff.

On the 21st day of June A. D. 1897, the following entry was filed by the Clerk of this Court, to-wit:
 George C. Tenney } Court of Common Pleas
 vs } Marine County Ohio.
 Michael Leonard et al }

Entry
 7309

It appearing to the court that A. C. Johnson claims to hold a lien on the premises described in plaintiff's petition herein, and that he is a necessary party to the complete settlement of all matters involved in this action, the said A. C. Johnson is therefore on the application of plaintiff made a party defendant hereto, and it is ordered that process issue for him.

Summons

On the 13th day of August A. D. 1897, the following summons was issued by the Clerk of this Court, to-wit:
 The State of Ohio, To the Sheriff of Marine County:
 Marine County ss.

You are hereby commanded to notify A. C. Johnson, that he has been sued by George C. Tenney, in the Court of Common Pleas of Marine County, and must answer by the 11th day of September A. D. 1897, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.
 You will make due return of this summons on

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The 23rd day of August A. D. 1897.

Witness my hand and the seal of said Court, this 18th day of August A. D. 1897,
(seal) J. J. Gosnell Clerk

On the 18th day of August A. D. 1897, the Sheriff of said County returned said Summons to the Clerk's office in said Union County, which return is as follows:

Sheriff's Return

Sheriff's Fee	\$ to	37
Service Return		37
Mileage	1.60	
Copy	18	
Total	2.15	

Received this 14th August A. D. 1897, at 2 o'clock P. M. and served same by delivering a true and certified copy of this writ with the endorsements thereof to the within named A. C. Johnson personally this 17th day of August, 1897.

J. J. Gosnell Sheriff
By J. H. Lippert Deputy.

Indorsed "In action for foreclosure of mortgage."

Answer & Cross-petition of A. C. Johnson
7309

On the 1st day of September A. D. 1897, the following Answer & Cross-petition of A. C. Johnson, was filed, to-wit:

A. C. Johnson
Michael Leonard et al

Court of Common Pleas
Union County, Ohio.

Now comes A. C. Johnson, one of the defendants herein, and for a cause of action and by way of Cross-petition, says:

That on the 8th day of October A. D. 1896, in the Court of Common Pleas of Marion County, Ohio, he recovered a judgment against the defendants Michael Leonard and Peggy Leonard, for the sum of One Hundred and Eleven Dollars and Sixty-six cents. (\$111.66) debt, and \$5.83 costs of suit, and \$3.36 increase costs, and that said judgment bears interest at 8% from October 8th 1896.

That said judgment remains in full force, unreversed and wholly unsatisfied, and thereupon this judgment became a lien from said date upon the real estate described in the petition.

This answering defendant further avers that the said judgment remains in full force and wholly unsatisfied and that there is now due this answering defendant thereon from the defendants Michael Leonard and Peggy Leonard, the sum of \$120.87 with interest at 8% from October 8th, 1896.

Wherefore, this defendant prays that an account may be taken of the amount due him on his said judgment, with interest and costs, and that the same be ordered paid by a day to be fixed by the Court, and in default of such payment the premises described in the petition may be sold and out of the proceeds thereof this defendant be paid the amount so found due him with interest and costs and for

Answer & Cross-petition of A. C. Johnson
7309

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A. C. Johnston
By H. Edward Hill, his Atty.

The State of Ohio, Marion County, ss.

A. C. Johnston, being by me first duly sworn according to law depose and say, that the facts stated and allegations made in the foregoing, his answer and cross-petition, are true as he verily believes.

A. C. Johnston
Sworn to before me by A. C. Johnston and by him signed in my presence this 27th day of August A.D. 1897.
J. B. Beckley
Mayor of the Village of New Bloomington, Ohio.

(seal)

On the 7th day of September A.D. 1897, the following answer and cross-petition was filed with the clerk of this Court, to-wit:

G. E. Tenny
Michael Leonard et al }
County of Common Pleas
Marion County, Ohio.

And now comes G. J. Johnston, one of the defendants herein, and files her answer and cross-petition herein, and for such says, by way of answer that she has no knowledge of the facts stated in the petition and for want of such knowledge denies them.

And by way of cross-petition she says that on the 1st day of May A.D. 1897, by the consideration of the Court of Common Pleas of Marion County, Ohio, she received a judgment against the said Michael Leonard and Peggy Leonard for the sum of \$116⁰⁰ debt and \$5⁰⁰ costs of suit amounting to \$121⁰⁰.

That the said judgment remains in full force and wholly unsatisfied, and that there is now due this answering defendant thereon from the defendants Michael Leonard and Peggy Leonard the said sum of \$121⁰⁰, together with interest at 8% from May 1st 1897.

Therefore, this defendant prays that an account may be taken of the amount due herein on her said judgment, with interest and costs and that the same be ordered paid by a day to be fixed by the Court, and in default of such payment the premises described in the petition may be sold and out of the proceeds thereof this defendant be paid the amount so found due him with interest and costs and for all proper relief.

G. J. Johnston
By H. Edward Hill her Atty.

The State of Ohio, Marion County, ss.

G. J. Johnston being by me first duly sworn according to law, depose and say that the facts stated and allegations made in the foregoing, her answer

Answer & Cross-petition of G. J. Johnston 7309

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C. J. Johnston.

Sworn to before me by C. J. Johnston and by her signed in my presence this 27th day of August A.D. 1897.

Eva Beckley

(seal)

Mayor of the Village of New Blannington, Ohio.

Answer Et

Cross-petition of Anna M. Triplett.

7309

On the 17th day of September A.D. 1897, the following Answer and Cross-petition was filed with the Clerk of this Court, to-wit:

George E. Tenney }
vs }
Michael Leonard et al }
County of Common Pleas
Union County, Ohio.

Now comes the defendant, Anna M. Triplett, having duly obtained leave of Court, and by way of Cross-petition avers what follows;

The defendants Michael Leonard and Peggy Leonard his wife, did on the 4th day of September, A.D. 1896, convey the premises in the petition described to this defendant, by mortgage, to secure the payment of One Thousand Dollars, with interest from that date at the rate of eight per cent per annum, payable annually, which deed of mortgage was on the 7th day of September, 1896, duly filed for record in the Recorder's Office of Union County, Ohio, and was by him duly recorded in book numbered 38 at page 489 of the records of mortgages of said County, and said mortgage was duly filed for record in the Recorder's Office of Marion County, Ohio, on the 22nd day of September, 1896, and was by said recorder duly recorded in book numbered 40 at page 141 of Marion County records of mortgages.

Said mortgage then became and still is a valid and subsisting first lien upon the premises described in the petition, and said Michael Leonard and Peggy Leonard have paid nothing upon it, and there is now due this defendant thereon the sum of One Thousand and Eighty-Four Dollars and Forty cents.

Therefore this defendant prays that said property may be sold and her said claim be first paid out of the proceeds thereof.

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

The State of Ohio, County of Union, ss.

J. F. Willar, being first duly sworn, says that he is attorney for the defendant Anna M. Triplett, duly authorized in the premises; that said defendant is a non-resident of said County of Union, and the facts stated and allegations made in her foregoing Cross-petition are, as affiant verily believes, true.

Sworn to before me and subscribed in my presence
J. M. Willar

Reply
7309

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= situate within said County, and that plaintiff's claim be ordered paid out of the proceeds thereof first after the claim of the defendant Anna M. Triplett, and for all proper equitable relief.

J. F. Miller
Atty. for Plff.

State of Ohio, Union County, ss:

George B. Tenney, 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.

Sworn to before me and subscribed in my presence this 24th day of September, A.D. 1897.

George B. Tenney
L. D. Evans
Notary Public.

(seal)

Notary = u 20 2.

On the 7th day of October A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7309

George B. Tenney }
vs }
Michael Leonard et al }
Court of Common Pleas
Union County, Ohio.

This cause came on for hearing this 7th day of October, 1897, upon the petition, the answer and cross-petition of the defendant Anna M. Triplett, the answer and cross-petition of the defendant A. G. Johnston, the answer and cross-petition of the defendant S. J. Johnston, and plaintiff's reply, and was submitted to the Court.

On consideration thereof the Court find that the defendants Michael Leonard and Peggy Leonard are in default for answer and demurrer, and that the allegations of the petition are thereby confessed to be true.

The Court therefore find that the said defendant Michael Leonard executed and delivered to the plaintiff the note in his petition described and that the said Michael Leonard and Peggy Leonard, his wife, executed and delivered to plaintiff the mortgage deed in his petition described to secure the payment of said note, and that by reason of said defendants breach of the conditions of said mortgage deed, there is due to plaintiff upon said note the sum of One Thousand and Sixty Dollars and Fifteen Cents, with eight per cent per annum interest thereon from date of this entry until paid.

It is therefore considered that plaintiff ought to recover said amount from said defendant Michael Leonard, and judgment is hereby rendered accordingly.

The Court further find that said mortgage was duly left for record with the recorder of Union County, on the 11th day of September, 1896, and was by him duly recorded

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7309

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in book numbered 38 at pages 491 and 492 of Union County records of mortgages, and that it is a good and valid lien upon the premises described in the petition; that the condition of defeasance in said mortgage has been broken, and that the plaintiff is thereby entitled to have the said defendants' equity of redemption foreclosed.

And the Court further find that all the parties to this action are in default for answer and disclaimer to the answer and cross-petition of the defendant Anna M. Triplett, that they thereby confess the allegations of said pleading to be true, and that there is due her from the defendant Michael Leonard the sum of One Thousand and Eighty-Seven Dollars and Twenty-Six Cents, with interest at the rate of eight per cent per annum thereon from this date until paid; and that to secure the payment of said sum of money the said defendant Michael Leonard and Peggy Leonard, his wife, executed and delivered to the said defendant Anna M. Triplett their certain mortgage deed, as in her cross-petition described, and on the same premises described in the petition; that said mortgage was duly filed for record with the recorder of said County of Union on the 7th day of September, 1896, and was by him duly recorded in book numbered 88 at page 489 of the records of mortgages of said County;

That said mortgage was on the 22nd day of September, 1896, duly delivered for record to the recorder of Marion County, and was by him duly recorded in book numbered 40 at page 141 of Marion County records of mortgages; and that it is the first and best lien upon the said premises for the amount so found due.

It is therefore considered, adjudged and decreed that unless the said defendant Michael Leonard, 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 action, and to the plaintiff and to the defendant Anna M. Triplett the respective sums so found due them as aforesaid, with interest thereon at the rate of eight per cent per annum until paid, according to the tenor of their said mortgage deed, the defendants' equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution, and to bring the proceeds into Court for further order.

On the 7th day of October A.D. 1897, the following Precept was filed with the Clerk of this Court, to-wit:

Precept
7309

George G. Tenny

Court of Common Pleas

Union County, Ohio.

Michael Leonard et al

To the Clerk;

Issue Order of Sale in the above case

directed to the Sheriff of Union County, Ohio, returnable according to law.

J. F. Miller
Attorney for Anna Triplett

Order
of
Sale

On the 7th day of October A. D. 1897, 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 7th day of October, 1897, Anna M. Triplett obtained a judgment and decree against Michael Leonard for the sum of One Thousand Eighty-Seven and ²⁶/₁₀₀ Dollars and Twenty and ⁹/₁₀₀ Dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Michael Leonard within one day from the 7th day of October A. D. 1897, pay unto the said Anna M. Triplett, the sum of One Thousand Eighty-Seven and ²⁶/₁₀₀ Dollars, with interest from the 7th day of October, 1897, and costs aforesaid; and on default to pay the same, that an order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition, &c.

And whereas the One day aforesaid have fully expired, and the said sum of One Thousand Eighty-Seven and ²⁶/₁₀₀ 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 the State of Ohio, in Counties of Union and Marion, and in Townships of Jackson and Bowling Green, being part of Surveys Nos. 9941 and 9942, and described by metes and bounds as follows:

Beginning at a stone or broken tile in the center of the County road and corner to lands of S. C. Patterson and A. M. Sanders; thence with the center of said road north Eighty-two and one-half deg. east seven-tenths and eighty-four hundredths rods to the center of the La Rue and Jessup gravel road; thence north Sixty and one-half deg. east Forty-one and seventy-two hundredths rods to a stone near the bank of Rush Creek (witnessed by a stone and brick bats which bears north Eighty-two and one-half deg. east thirty-eight links); thence with the center of said creek a westerly course, and with the meanderings of said creek to a stake on the east bank of said creek (witnessed by a double elm which bears South Twenty-seven deg. & Forty-three

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links, and a sugar tree which bears north twenty deg. west thirty-eight links); thence north eighty-three deg. east sixty-one and twenty-four hundredths rods to a stake in the west line of S. C. Loo's land (witnessed by a large Elm which bears south sixty-six and one-half west thirty-two links); thence with said line north five deg. west thirty-six rods to a stone and southeast corner to F. Camerons land; thence with said Camerons south line south eighty-three deg. west fifty-five and twelve hundredths rods to the center of Bush Creek (witnessed by a walnut stump in the line on the east bank of said creek; thence continuing with said Camerons line south sixty-five deg. west seventy-nine rods to a stone, corner to said Camerons land; thence following said Camerons line south twenty-six and one-half deg. east five and seventy-six one hundredths rods to a stone; thence with said Camerons line south sixty-three deg. west sixty-eight one hundredths rods to the center of the gravel road (witnessed by a stone in the line on the east side of said road); thence with the center of said gravel road south forty-one deg. east thirty-five rods to where said road crosses survey line; thence with survey line south five deg. east twenty-five rods to the place of beginning, containing, forty-two and forty hundredths acres.

We therefore Command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Maryville, this 9th day of October A. D. 1897.

J. R. Gosnell Clerk.

Afterward on the 13th day of November A. D. 1897, the Sheriff of said County returned said writ to the clerk's office in said county, which return is as follows:

Sherriff's Return

Sherriff's Fee	\$ 20	The State of Ohio, Sheriff's Return.
Service	25	Union County, ss.
Levy	25	In obedience to the Command of the
Sum. Appraisers	1 20	Order of Sale hereto annexed, I did on the 9th day
Sweeping "	25	of October, 1897, summon Richard Davis, Wesley Tall-
Writing Appraisal	25	man and J. D. White, three disinterested freehold
Copy of "	25	ers, residents of said County, who were by me
Notice to Painter	25	duly sworn to impartially appraise the lands and
Writing Notice	25	tenements therein described, upon actual view, and
Mileage	3 52	afterward, on the 9th day of October, A. D. 1897, said
Poundage	17 62	Appraisers returned to me, under their hands and

Return	\$	cto.	25	seals, that they did upon actual view of the
Total	24	34		promiss, estimate and appraise the real value
Appraisals Fee	3	50		in money of the same at Fourteen Hundred

and Forty Three Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 13th day of October, 1897, I caused to be advertised in the Richmond Gazette, (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 13th day of November A. D. 1897, at one o'clock P. M. of said day.

And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit, five consecutive weeks; and in pursuance to said notice, I did, on said 13th day of November A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came George C. Tenney, who bid for the same the sum of Eleven Hundred and Seventy-five Dollars, and said sum being more than two-thirds of the appraised value thereof, and said George C. Tenney 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 Eleven Hundred and Seventy-five Dollars.

J. Ed Robinson, Sheriff.

On the 26th day of November A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

George C. Tenney }
 vs }
 Michael Leonard 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 Mansfield, Ohio, on Saturday, November 13, 1897, at or about the hour of one o'clock P. M. on said day the following described real estate to-wit:

Situate in the State of Ohio, in the Counties of Union and Marion and in the Townships of Jackson and Bowling-Green, being part of survey Nos. 9941 and 9942 and described by metes and bounds as follows:

Beginning at a stone or broken tile in the center of the County road and corner to lands of S. C. Patterson and F. M. Sanders; thence with the center of said road north eighty three and one-half deg. east Seventeen and eighty-four one hundredths rods to the center of the La Rue and Essup gravel road; thence north Sixty and one-half deg.

Proof of Publication
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east Forty-one and Seventy-two hundredths was to a stone near the bank of Rush Creek (witnessed by a stone and brick lot which bears north Eighty-two and one-half deg. East Thirty-eight links); thence north the center of said creek a westerly course and with the meanderings of said creek to a stake on the east bank of said creek (witnessed by a double elm which bears south Twenty-seven deg. East Forty-three links, and a sugar tree which bears north Twenty deg. west Thirty-eight links); thence north Eighty-three deg. east Sixty-one and Twenty-four hundredths was to a stake in the west line of S. C. Ford land (witnessed by a large elm which bears south Sixty-six and one-half deg. west Thirteen links); thence north said line north Five deg. west Thirty-six was to a stone and southeast corner to F. Cameron's land; thence with said Cameron's South line south Eighty-three deg. west Fifty-five and Twelve hundredths was to the center of Rush creek (witnessed by a Walnut stump in the line on the east bank of said creek); thence continuing with said Cameron's line south Sixty-five deg. west Seventy-nine was to a stone, corner to said Cameron's land; thence following said Cameron's line south Twenty-six and one-half deg. East Five and Seventy-six hundredths was to a stone; thence with said Cameron's line south Sixty-three deg. west Eight and Sixty-eight hundredths was to the center of the gravel road (witnessed by a stone in the line on the east side of said road); thence with the center of the gravel road south Forty-one deg. east Thirty-five was to where said road crossed survey line; thence with survey line south Five deg. east Twenty-three was to the place of beginning, containing Forty-two and Forty hundredths acres.

Appraised at \$1443.00.
 Terms of sale Cash.

J. Ed Robinson, Sheriff of
 Union County, Ohio.

J. F. Miller, Atty.

The State of Ohio, Union County, ss:

I, Geo. W. Worden, publisher of the Richmond Gazette, being duly sworn, says that the notice hereto attached was published in the Gazette on the 14th day of October, 1897, and continued therein 5 consecutive weeks, 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 15th day of November, 1897.

Printer's Fee \$22.00

(seal)

J. F. Miller
 Notary Public

On the 26th day of November A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7309

George B. Tenney
vs
Michael Leonard 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 proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, George B. Tenney, by deed in fee simple, the lands and tenements so sold; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming over to distribute the proceeds of said sale amounting to Eleven Hundred and Seventy-five Dollars, it is ordered that the Sheriff out of the money in his hands pay =

First = To the Treasurer of Marion County, the taxes, assessments and penalty due upon the property so sold, to-wit, the sum of \$4.00.

Secondly = To the Clerk of this Court the costs of this action, to-wit, the sum of \$70.00.

Thirdly = To the defendant, Anna M. Triplett, the amount heretofore found due her, with interest, to-wit, the sum of \$1099.30.

Fourthly = To the plaintiff the balance remaining in his hands, to-wit, the sum of \$157 to apply upon his judgment herein.

Attest,

J.M. Hosnell Clerk
By Geo A. Hosnell, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court of the Term of September, to-wit, on the 6th day of September in the year of our Lord one thousand eight hundred and Ninety Seven.

Be it remembered that heretofore to-wit, on the 13th day of January A.D. 1897, Dora Hill filed in the Clerk's office of the said Court of Common Pleas the following Petition, to-wit:

Petition
7289

Dora Hill

J.B. Ceram, Admr. of E.W. Dotsonpillar, decd.

Court of Common Pleas,
Union County, Ohio.

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letters of administration on the estate of C. W. Holsenpillar, therefore deceased intestate, were by the Probate Court of Union County, Ohio, duly issued to the defendant, who thereupon duly qualified and entered on his duties as such administrator.

First Cause of Action:

Plaintiff says that during the month of October, 1896, C. W. Holsenpillar was at her mother's house in Dayton Springs, Ohio.

Her mother at that time and up to the present time was keeping a Boarding House, and that the said C. W. Holsenpillar was stopping with her mother in the capacity of a boarder and seeking the benefits of the bath, he at this time being in very poor health.

That on or about the 1st day of October, 1896, the said C. W. Holsenpillar engaged the plaintiff as nurse, and she continued to nurse and care for him up and until his death which occurred on the 1st day of October 1896.

Plaintiff further says that the said C. W. Holsenpillar was during most of said time unable to assist himself in any manner and that she was constantly watching over him and devoting her entire time to his needs.

That she was compelled to carry his meals to his room, assist in dressing him and to do all menial duties that arise and pertain to a sick person.

That the said C. W. Holsenpillar during his lifetime and of his own accord, often promised to make an adequate and full settlement with this plaintiff, but up to the time of his death, October 1st 1896, he had totally failed to compensate her in any manner whatever.

The defendant as such administrator, is indebted to the plaintiff herein in the sum of (\$2120) Two Thousand One Hundred and Ninety Dollars, with interest from the 28th day of November, 1896.

On the 9th day of December, 1896, plaintiff duly presented to defendant, as such administrator, a written statement of her claim and demanded an indorsement of allowance thereon, but, defendant refused said indorsement and rejected the same.

Second Cause of Action: Plaintiff claims judgment against defendant for the sum of (\$200.00) Two Hundred Dollars and for cause says: that C. W. Holsenpillar agreed with her that if she would paint two portraits for him he would pay her the sum of (\$200.00) Two Hundred Dollars; and that this plaintiff depending on such statement did paint the two portraits and delivered the same to C. W. Holsenpillar, and that they were received and accepted by him, but the said C. W. Holsenpillar has failed to pay this plaintiff any part of the above stated sum, and the same is still due and unpaid,

for which she asks judgment against the defendant, as such administrator.

On the 9th day of December, 1896, plaintiff duly presented defendant as such administrator, a written statement of her claim, and demanded an indorsement of allowance thereon, but the defendant refused said indorsement and rejected the same.

Wherefore plaintiff asks judgment on the first cause of action in the said sum of (\$2190) Two thousand One Hundred and Ninety Dollars against J.B. Crain as such administrator with interest from the 9th day of December, 1896.

Also judgment on the second cause of action in the sum of (\$200.00) Two Hundred Dollars with interest from the 9th day of December, 1896.

Ayers & Ayers
Atty's for Plff.

State of Ohio, Union County, ss:

Dora Hill plaintiff herein being duly sworn, says the facts stated and allegations contained in the above pleading are true, as she verily believes.

Dora Hill

Sworn to before me and signed in my presence this 12th day of January A.D. 1897.

Wm King
Justice of the Peace
in and for said County.

Clerk: Issue Summons on the petition in the above entitled action to the Sheriff of Clark County, Ohio, for the defendant, J.B. Crain, Administrator of the estate of C.W. Holsenpiller deceased, returnable according to law.

Endorse "Action for money only, amount claimed \$2390 with interest from December, 9th 1896.

Ayers & Ayers
Atty's for Plaintiff.

Summons

On the 28th day of May A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,
To the Sheriff of Clark County:

You are hereby commanded to notify J.B. Crain Administrator of the estate of C.W. Holsenpiller, deceased, that he has been sued by Dora Hill, in the Court of Common Pleas of Union County, and must answer by the 26th day of June A.D. 1897; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 7th day of June A.D. 1897.

(seal)

Witness my hand and the seal of said Court, this 28th day of May A.D. 1897.

J.N. Rosnell Clerk.

Sheriff's Return
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Motion
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Afterward on the 2nd day of June A.D. 1897, 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 Fee	\$	50
Service Return		25
Doc. & Rec.		25
Mileage	1	25
Copy		25
Total	2	25

The State of Ohio }
Clerk County ss. } Sheriff's Return.

Received this writ on the 29th day of May A. D. 1897, at 8 O'clock A. M. and served same by delivering to the within named defendant, J.B. Crain, Administrator of the estate of C. W. Hotsenpiller, deceased, personally, a true and certified copy of this writ with all endorsements thereon, on the 1st day of June A. D. 1897.

Thomas Shovelnessy Sheriff
By J. O. Shute Deputy.

Indorsed "In action for money only, amount claimed \$2390.00, with interest from December 9th 1896."

By ss. E. D. Dyer
Atty. for Plff.

On the 26th day of June A. D. 1897, the following motion was filed with the Clerk of this Court, to-wit:

Motion
7289

Dora Hill
vs
J.B. Crain, as administrator
of C. W. Hotsenpiller, deceased.

Court of Common Pleas
Union County, Ohio.

And now comes the defendant and moves the Court to require the plaintiff herein to make her alleged first cause of action as set forth in her petition, more definite and certain in the following particulars, viz:

1st = That she be required to set forth and state how much of said sum of \$2190.00 named in said alleged first cause of action she claims to be entitled to recover for each week or for each month prior to the first day of October, 1896.

2nd = That she be required to set forth and state how much of said sum of \$2190.00, she claims to be entitled to recover for each week or at least each month, for the period of six years next before the issuing of the summons which was served upon the defendant in this action; and how much of said sum of \$2190.00, she claims to be entitled to recover for each week or at least for each month for all the time named in said alleged cause of action next before said period of six years.

3rd = That she be required to set forth or attach to the file with her pleadings herein a copy of the account on which her alleged first cause of action is founded.

The defendant also moves that the plaintiff be required to make her said alleged cause of action more definite and certain in the following particulars, viz:

1st: That she be required to set forth the date of said alleged contract with said B. W. Hotzempiller for the painting of said alleged portraits.

2^d: That she be required to set forth the date of the delivery by her of said alleged portraits to said B. W. Hotzempiller.

The defendant also moves the Court to require the plaintiff to set forth or to attach to and file with her pleading herein a copy of the alleged written statement of her claim which she avers that she presented to defendant on the 9th day of December, 1896.

By Cameron Ed Cameron &
J. C. Rawlins,
Attorneys for Defendant.

On the 11th day of October A.D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Entry 7289
Dora Hill }
vs }
QB. Crain, Admin- }
istrator etc. }
Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard and on motion of the plaintiff, leave was thereby granted to file his amended petition by the 16th day of October, 1897.

By Geo & Byron Atty. for Plff.
George C Rawlins Ed
Cameron Ed Cameron. Atty for Defs.

On the 16th day of October A.D. 1897, the following Amended Petition was filed with the clerk of this Court, to-wit:

Amended Petition 7289
Dora Hill }
vs }
QB. Crain as Administrator }
of the estate of B. W. Hotzempiller }
deceased. }
Court of Common Pleas
Union County, Ohio.

The plaintiff says:

On the 23rd day of October, 1896, letters of administration on the estate of B. W. Hotzempiller then deceased intestate, were by the Probate Court of Union County, Ohio, duly issued to the said defendant J. B. Crain who thereupon duly qualified and entered on his duties as such administrator.

First cause of action:

Plaintiff says that during the month of October, 1890, the said B. W. Hotzempiller (deceased) was a boarder at the residence and boarding house of the plaintiff's mother in Daytonie Springs of said County.

That the said B. W. Hotzempiller from said date of October 1890, was in feeble health, being a continual sufferer from various diseases with which he was afflicted

until his death which occurred about the 1st of October, 1896. That during much of the time from October 1890, until the death of the said C. W. Hotsenpiller he was in a helpless condition and unable to assist himself in any manner, and that the plaintiff during all of said time engaged in waiting over him, and attending to all his wants as a sick person, such as dressing him, carrying meals to his room at all hours of the day and night preparing and administering medicines and performed all menial duties that made necessary by his aforesaid sick and enfeebled condition.

That the said C. W. Hotsenpiller was at times during said time, confined to his room, being unable to leave the same by reason of his aforesaid condition, the length of time he was so confined to his room during said time this plaintiff is unable to state, but says that the same extended to as many as twelve weeks at a time, and that the plaintiff during all the times of his being so confined to his room attended to and done all the nursing and caring for said C. W. Hotsenpiller.

That by reason of his sick and debilitated condition the said labor in nursing and caring for the said Hotsenpiller was necessarily severe and continuous between said date of October 1890 and October 1896.

The plaintiff says that the services so rendered as aforesaid by the plaintiff for the said C. W. Hotsenpiller was at his request.

That prior to on and subsequent to the said first day of October 1890, the said C. W. Hotsenpiller promised to pay the plaintiff what her services were reasonably worth.

Plaintiff says she is not able to state more definitely the date of his said promise because she says they were frequent and by reason of the then good understanding between herself, the other members of her family with the said C. W. Hotsenpiller she kept no book account or other memoranda of the said transaction.

Plaintiff says that her said services so as aforesaid performed for and by the request of the said C. W. Hotsenpiller were reasonably worth one dollar per day from the 1st day of October, 1890 until the first day of October 1896; and that no part of the same has been paid.

On the 9th day of December, 1896, plaintiff duly presented to the defendant as such Administrator a written statement of her claim and demanded an indorsement of allowance thereon, but defendant refused said indorsement and rejected the same, a copy of which account is hereto attached marked "A" and made a part of this petition.

The defendant as such Administrator is indebted to the plaintiff herein in the sum of Two thousand One Hundred and Ninety Dollars (\$2190.00), with interest from the 28th day November, 1896.

Second Cause of Action.

Plaintiff says; on the 23rd day of October, 1896, the said defendant J.B. Crain was by the Probate Court of Union County duly appointed Administrator of the estate of C. H. Hotsenpiller, deceased, who thereupon qualified and entered on his duties as such administrator.

Plaintiff claims judgment against defendant for the sum of Two Hundred Dollars (\$200.00) and for cause says, that on or about the day of the said C. H. Hotsenpiller agreed with her that if she would paint Two Portraits for him he would pay her the sum of Two Hundred Dollars, and that this plaintiff depending on such statement and promise did paint the Two portraits, and on or about the 20th day of April, 1896, and in the month of December, 1896, delivered the same to the said C. H. Hotsenpiller, and they were then received and accepted by him, but the said C. H. Hotsenpiller has failed to pay this plaintiff any part of the above stated sum of Two Hundred Dollars, and the same is still due and unpaid for which sum with interest from said last named date she asks judgment against the defendant as such administrator.

On the 9th day of December 1896, plaintiff duly presented to defendant as such Administrator a written statement of the claim and demanded an indorsement of allowance thereon, but the defendant refused said indorsement and rejected the same.

Wherefore plaintiff asks judgment on the first cause of action herein, in the said sum of Two Hundred and One Hundred and Ninety Dollars (\$2190.00) against the said defendant J.B. Crain, as such Administrator with interest from the 9th day of December, 1896.

Also the plaintiff asks judgment on the second cause of action against the said J.B. Crain as such administrator in the sum of Two Hundred Dollars (\$200.00) with interest from the 9th day of December, 1896.

Byers Ed Byers
Atty. for Plaintiff.

State of Ohio, Union County, ss.

Dora Hill being first duly sworn says the facts stated and allegations contained in the foregoing petition are as she believes true.

Subscribed and sworn to before me and signed in my presence this 16th day of October, 1897,

(seal)

Dora Hill
J. M. Kennedy
Notary Public

On the 26th day of November A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7289

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Entry
7289

Dora Hill

Court of Common Pleas
Union County, Ohio.

J.B. Grain, as Adm^r
of E.H. Hotsenpiller,
deceased

And now comes said parties, and a jury being sworn, this cause came on to be heard by the Court upon the petition and testimony and was submitted to the Court.

On consideration whereof the Court find with the consent of said parties that the plaintiff, has released all right to recover against the defendant any part of the amount claimed in her second cause of action herein and has in lieu thereof elected to take and retain the two portraits referred to in her said second cause of action and that said defendant has released all claim thereto to said plaintiff and that the right of possession and property in said portraits and that the title to the same is in said plaintiff, and the Court therefore with like consent, find that said second cause of action ought to be dismissed.

It is therefore ordered and adjudged by the Court with the consent of said parties that the plaintiff's said second cause of action be and the same is hereby dismissed.

And the Court further find with the consent of said parties that on the 30th day of December, 1896, the plaintiff with others as her parties made and delivered to the defendant her promissory note of that date for the sum of \$ 72.94, payable six months after its date, the consideration of said note being for certain goods and chattels purchased by plaintiff from said defendant at said defendant's sale of the goods and chattels of said decedent and that by way of payment of said note and in extinguishment thereof, the amount of said note and the accrued interest thereon ought to be made and is hereby considered and adjudged to be a credit in favor of the defendant and against the plaintiff upon the claims made by the plaintiff against the defendant in her first cause of action herein.

The Court further find with the consent of said parties that after deducting the amount of said note and interest from the claims of said plaintiff as set up in her said first cause of action she ought to recover upon said first cause of action the sum of Seven Hundred Dollars with interest thereon at the rate of six per cent per annum from the 25th day of October 1897, and no more.

It is therefore considered and adjudged by the Court with the consent of said parties that the plaintiff recover from the defendant the sum of Seven Hundred Dollars with interest thereon at the rate of six per cent

per annum from the 25th day of October, 1897, and also her costs expended in this suit taxed to \$12.73.

Approved

D. Dow, Judge.

For value received I hereby transfer, assign and make over to D. W. Ayers or his assigns Three Hundred and Forty (\$340.00) Dollars of the above and within judgment this 6th day of December, 1897.

Dora Hill

Attest

J. N. Gosnell, Clerk

By J. A. Gosnell Deputy.

Pleas 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 Duncan Dow, Judge of said Court, of the term of September, 1897, on the 6th day of September in the year of our Lord One Thousand Eight Hundred and Ninety-Seven.

Be it remembered that heretofore to-wit, on the 5th day of June A. D. 1897, A. Jay Miller, Adminr, et. filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against James J. Dean et al, to-wit:

Petition
7378

A. Jay Miller, Administrator
of the estate of Alsa Banks,
deceased.

Court of Common Pleas
Union County, Ohio.

James J. Dean and
Dora C. Dean

1st. On the 22nd day of May A. D. 1897, letters of Administration with the will annexed on the estate of Alsa Banks heretofore deceased were by the Probate Court of Logan County, Ohio, duly issued to the plaintiff who thereupon duly qualified and entered on the duties of such office, and the plaintiff now brings this action as such administrator.

2. The plaintiff for a first cause of action further says that on the tenth day of April A. D. 1896, for value received the defendant James J. Dean made and delivered to Alsa Banks, now deceased, his promissory note of that date for Seventy-five Dollars with interest at six per centum per annum and due in one year from said date.

Said note is now due and payable but no part of it has been paid and it is still unsatisfied.

A copy of said note is hereto attached marked "Exhibit A" and made a part of this petition.

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3. For a second cause of action plaintiff says that on the tenth day of April A.D. 1895 for value received the defendant James T. Dean made and delivered to Alsa Banks, now deceased, his certain promissory note of date April 10th A.D. 1895, for seventy-five Dollars providing for interest at six per centum and due in two years from date thereof.

A copy of said note is hereto attached marked "Exhibit B" and made a part of this petition.

Said note is now due and payable, but no part of it has been paid and it is still wholly unsatisfied.

4. For a third cause of action plaintiff further says that on or about the tenth day of April A.D. 1895, said Alsa Banks, now deceased, sold and conveyed to the defendant James T. Dean certain real estate described as follows;

Situate in Liberty Township, Union County, Ohio, Beginning at a stone southwesterly corner to 100 acres of land conveyed to William Crowder by Stephen Cranston, and in the northerly line of Survey No. 5267; thence with said line north Fifty-one and one-half E. 28 poles to stone; thence N. 36 W. 61.54 poles to stone; thence S. 5 1/2 W. 29 poles to stone near two pine woods and ash in easterly line of William Crowder's land, said 100 acre tract; thence with said line S. 36 degrees E. 61.54 poles to place of beginning, containing ten (10) acres more or less, being part of four different surveys, to-wit, numbers 12400, 12408, 12898 and 12413, for the sum of Two Hundred Dollars of which Fifty Dollars was paid in hand, and the defendant made, executed and delivered his two promissory notes above described and hereto attached marked "Exhibit A" and "Exhibit B" for the balance of said purchase money of One Hundred and Fifty Dollars.

Payment of said notes since they became due has been demanded of the defendant James T. Dean and refused by him, and no part thereof has been paid and there is now due from the defendant James T. Dean to the plaintiff thereon the sum of One Hundred and Fifty Dollars with interest from April 10, 1895.

The plaintiff has a vendor's lien for said unpaid purchase money on said premises described above.

5. Irene S. Dean was then and now is the wife of said James T. Dean and is therefore a necessary party herein, and is not entitled to dower in said premises.

The plaintiff therefore prays judgment against the defendant James T. Dean for the sum of One Hundred and Fifty Dollars with interest thereon at six per centum from the tenth day of April, A.D. 1895, and in case the defendant James T. Dean fails to pay said judgment

by a day to be named by the Court that said premises may be sold free from the dower interest of said Irene C. Dean and so much of the proceeds as are required may be applied to the payment of said judgment; and for such other relief as is proper.

"Exhibit A"

W. Mansfield, Logan Co. O. April 10th 1895.

One year after date for value received I promise to pay Alsa Banks or order the sum of Seventy-five Dollars, with interest at six per cent from date.

(Signed) James T. Dean.

"Exhibit B"

W. Mansfield, Logan Co. O. April 10th 1895.

Two years after date for value received I promise to pay to Alsa Banks or order Seventy-five Dollars with interest at six per cent from date.

(Signed) James T. Dean.

State of Ohio, Logan County, ss:

A. Jay Miller, as Adm'r being first duly sworn, makes oath that he is the above plaintiff, and that the facts stated and allegations set forth in the above petition are true, as he verily believes.

A. Jay Miller.

Subscribed in my presence, by the said A. Jay Miller, Administrator, and by him sworn to before me, this 5th day of June A. D. 1897.

(seal)

John Calvin Larrow
Notary Public

In and for Logan County, Ohio.

The State of Ohio, Union County, ss:

Receipt
7378

A. Jay Miller, Adm'r }
vs }
James T. Dean, et al }

Court of Common Pleas
Union County, Ohio

To Clerk of said Court:

Issue Summons in the above entitled cause, directed to the Sheriff of Union County, returnable according to law.

Endorse Summons; Amount claimed One Hundred and Fifty Dollars (\$150.00), with interest thereon at the rate of six per cent per annum, payable from the 10th day of April A. D. 1895.

Horseshoe & Huston & Miller

Attorneys for Plaintiff.

Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,

To the Sheriff of Union County;

You are hereby commanded to notify James T. Dean and Irene C. Dean that they have been sued by A. Jay

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Miller, Administrator of the estate of Alsa Banks deceased in the Court of Common Pleas of Union County, and must answer by the 3rd day of July A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 14th day of June A.D. 1897.

Witness my hand and the seal of said Court, this 5th day of June A.D. 1897.

J. N. Howell Clerk

Afterward on the 11th day of June A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sheriff's Fees	\$ 60
Service Return	60
Outrage	1 76
Copies	30
Total	2 71

The State of Ohio, Union County,

Received this writ June 7th A.D. 1897, at

9 o'clock A.M. and served same by delivering a true and certified copy of this writ with all the within endorsements thereof to James T. Dean personally, to James T. Dean by leaving a copy at his usual place of residence on June 11th 1897.

J. Ed Robinson Sheriff.

Endorsed "In action for money amount claimed \$150.00 with interest thereon at the rate of six per cent per annum payable annually from the 10th day of April A.D. 1895."

Adversative & Huston & Miller

Attys. for Plaintiff.

On the 14th day of September A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

A. J. Miller, Administrator of the estate of Alsa Banks decd.

Court of Common Pleas Union County, Ohio.

James T. Dean et al

Now comes the plaintiff by his attorney, Robinson Ed Woodburn, on this 14th day of September A.D. 1897, and the court does find that the defendant James T. Dean and James C. Dean, 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.

The Court further find on the pleadings and evidence that there is due the plaintiff from the defendant James T. Dean, on the promissory note set forth in the petition with interest to the date of this decree, the sum of One Hundred and Seventy-one and 85/100 Dollars.

The Court moreover finds that said notes in the petition described were given as part payment of the purchase price of certain land in the petition described, sold and conveyed by Alsa Banks, this plaintiff intestate, to said defendant James T. Dean.

Shiriff's Return

Entry 7378

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Plaintiff.

Summons

T. Dean by A. Jay

And therefore that this plaintiff has a vendors lien on said premises free from the dower of said Irene C. Dean and that said vendors lien is the first and paramount lien on said premises, and plaintiff is entitled to have same sold for payment and satisfaction of said lien.

It is therefore considered by the Court that the plaintiff recover from the defendant, James T. Dean, the said sum of One Hundred and Seventy-one and 87/100 Dollars, and his costs herein expended.

And it is further adjudged and decreed that unless the defendant, James T. Dean shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest, said premises shall be sold as upon execution, and an order of sale shall issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and that said Sheriff bring the proceeds of said sale into this Court for further order.

On the 12th day of October A.D. 1897, the following Precept was filed with the Clerk of this Court, to-wit:

Precept 7378
A. Jay Miller
Administrator etc. }
vs }
James T. Dean et al }
Court of Common Pleas
Union County, Ohio.

To the Clerk of said Court:

Issue Order of Sale to Sheriff of Union County, returnable according to law, in the above case.
Hershenstein & Huston & Miller
Atty. for Plffs

Order of Sale
On the 12th day of October A.D. 1897, 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 14th day of September, 1897, A. Jay Miller, Administrator of the estate of Alsa Banks, deceased, obtained a judgment and decree against James T. Dean and Irene C. Dean for the sum of One Hundred and Seventy-one and 87/100 Dollars, and Fourteen and 37/100 Dollars costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said James T. Dean and Irene C. Dean, within four days from the 14th day of September, A.D. 1897, pay unto the said A. Jay Miller, Administrator, the said sum of One Hundred and Seventy-one and 87/100 Dollars, with interest from the 14th day of September, 1897, and costs aforesaid, and on default to pay

Sheriff's Return

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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 four days aforesaid have fully expired, and the said sum of One Hundred and Seventy-one and 00/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us for 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, to-wit:

Situate in Liberty Township, Miami County, Ohio; Beginning at a stone southwesterly corner to 100 acres of land conveyed to William Crowder by Stephen Cranston, and in the northerly line of Survey No. 5267; thence with said line North Fifty-one and one-half East Twenty-Six poles to a stone; thence North thirty-six West Sixty-one and Fifty-four hundredths poles to a stone; thence South Fifty-one and one-half West Twenty-six poles to a stone near two Iron-woods and easterly line of William Crowder land and 100 acres tract; thence with said line South Thirty-Six degrees East Sixty-one and Fifty-four hundredths poles to place of beginning, containing Ten (10) acres more or less, being part of four different Surveys, to-wit: numbers 12400, 12403, 12398 and 12413.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the true intent 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 fifty 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 Mansfield, this 12th day of October A.D. 1897. J. N. Cornell Clerk.

Afterward on the 13th day of November A.D. 1897, the Sheriff of said County, returned this writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return

Sherriff's Return		The State of Ohio, Miami County, ss.	
Sherriff's Fee	\$	25	In obedience to the command of
Service		25	the order of Sale hereto annexed, I did on the
Levy		20	12 th day of October, 1897, summon G. F. McIlroy
Sum. Appraisors	1	20	W. S. Debbord and H. D. Lowe, three disinterested
Swearing "		25	freeholders, residents of said County, who were
Writing Appraisal		25	by me duly sworn to impartially appraise
Copy of "		25	the lands and tenements therein described, upon
Notice to Officer		25	

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Waiting Notice	25	view afterward, on the 12 th day of October,
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Comelage	2 06	their hands and seals, that they did, upon actual
Return	25	view of the premises, estimate and appraise
Total	7 01	the real value in money of the same at Two
Appraised Tax	3 00	Hundred and five Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 13th day of October, 1897, 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 13th day of November, A. D. 1897, 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 13th day of November A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came J. P. Crowder, who bid for the same the sum of One Hundred and Thirty-Seven Dollars, and said sum being more than two-thirds of the appraised value thereof, and said J. P. Crowder 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 One Hundred and Thirty-Seven Dollars.

J. Ed Robinson Sheriff.

On the 26th day of November A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Proof of Publication.
7378

A. J. Miller, Adm'r.
County of Common Pleas
Union County, Ohio,
James T. Dean et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansfield, Ohio, on Saturday, November 13, 1897, at or about the hour of One O'clock P. M. on said day the following described real estate to-wit:

Situate in the Township of Liberty, County of Union and State of Ohio, and bounded as follows:
Beginning at a stone southwesterly to 100 acres of land conveyed to William Crowder by Stephen Cranston and in the northerly line of Survey No. 5267; thence with said line North Fifty-one and one-half degrees East Twenty-Six poles to a stone; thence North Thirty-Six degrees West Sixty-one and Fifty-four hundredths poles to

Entry
7378

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a stone; Thence South Fifty-one and one-half degrees West Twenty-Six poles to a stone near two ironwoods and ash in easterly line of William Crowder's land said 100 acre tract; Thence with said line South Thirty-Six degrees East Fifty-one and Fifty-four hundredths poles to place of beginning, containing 100 acres more or less, being part of four different surveys, to-wit: numbered 12400, 12403, 12393 and 12413.

Appraised at \$205.

Terms of Sale Cash.

J. Ed. Robinson, Sheriff
Union County, Ohio.

October 13, 1897.

The State of Ohio,
Union County

Proof of Publication

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in "The Mansfield Tribune" a newspaper printed in and of general circulation in the County of Union, the first publication beginning with Oct. 13, 1897.

H. C. Shaver,

Sworn to and subscribed before me, this 26th day of November 1897.

(seal)

J. N. Grull Clark

Printer's Fees, \$13⁰⁰.

On the 26th day of November A.D. 1897, the following Entry was filed with the clerk of this Court, to-wit:

A. Jay Miller,
Administrator Et.

Court of Common Pleas
Union County, Ohio.

Entry
7378

vs
James T. Deane
Dorrie G. Deane

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

And it is further ordered that the said Sheriff convey to the purchaser J. P. Crowder, 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 said purchaser to put him in possession of said premises.

And the Court coming now to distribute the

proceeds of said sale amounting to One Hundred and Thirty-Seven Dollars.

It is ordered that the Sheriff out of the money in his hands pay, as follows;

First: the costs of this action taxed at Thirty Seven Dollars and Forty Three cents.

Second: To the Treasurer of Union County for delinquent taxes Two and 26/100 Dollars and for taxes of 1897, Two and 17/100 Dollars.

Third: To the plaintiff A. Jay Miller, Administrator of the estate of Alsa Banks deceased, the balance of said money remaining in his hands to-wit, the sum of Ninety Five and 17/100 Dollars, to be applied as a credit upon his judgment against said defendant.

And there still remaining to A. Jay Miller Admin. as aforesaid the sum of Seventy Six and 69/100 Dollars, it is considered that he recover the same from the defendant James T. Dean, and execution is awarded therefor.

Attest

J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy.

Pleas continued and held at the Court House in Mayville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dew, Judge of said Court, of the Term of September, to-wit; on the 6th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore to-wit, on the 20th day of August A. D. 1897, The Citizens Home and Savings Company, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Effie A. Hord et al, to-wit:

Petition
7423

The Citizens Home and Savings Company

Effie A. Hord et al
Charles V. Hord

Court of Common Pleas
Union County, Ohio.

The said The Citizens Home and Savings Company, plaintiff, says:

That it is an Association duly organized and incorporated under the laws of the State of Ohio, providing for the incorporation of Building and Loan Associations, and that its principal office is at Mayville, Ohio.

First Cause of Action:

For a first cause of action the said plaintiff The Citizens Home and Savings Company says:

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That on the 2nd day of September, 1896, the said defendant Effie A. Hord made and delivered to said Company her contract, in writing, of which the following is a copy.
\$700⁰⁰

Received of the Citizens Home and Savings Company, of Marysville, O. Seven Hundred Dollars, as a loan on seven shares of stock No. 1056 owned by Effie A. Hord in said Company.

I agree to pay to said Company weekly, not less than one hundred and fifty Dollars, which shall be applied as follows:

First. To the payments of any fines or other assessments made against me in pursuance of the by-laws of said Company.

Second. To the payment of the premium for precedence due on said loan, amounting to ²⁹/₁₀₀ Dollars per week.

Third. To the payment of the interest due on said loan amounting to ⁸⁴/₁₀₀ 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 I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

Effie A. Hord.

No. 768.

The By-Laws of said Company providing for the assessment of fines is as follows:

Sec. 31. Should any borrowing member fail to pay the weekly amount required to be paid on his stock he shall be fined five cents on each one hundred dollars of stock held by him for each failure, and after eight failures the whole amount of his loan shall become due, and the Board of Directors shall order the mortgage to be foreclosed.

The said defendant Effie A. Hord has paid to said Company the sum of Sixty-Nine and ⁹⁵/₁₀₀ Dollars, which has been applied according to the terms of said contract as follows:

For fines \$4⁵⁵/₁₀₀; for premium \$9²⁵/₁₀₀; for interest \$28¹⁴/₁₀₀; and the remainder, \$27⁰⁰/₁₀₀, has been credited as dues on said stock.

The dividends declared on said stock are ⁴⁵/₁₀₀ Dollars.

The said defendant Effie A. Hord has failed to make the weekly payments as agreed to be paid in said contract for 14 weeks, the last payment having been made on said stock on the 10th day of May, 1897.

Second Cause of action:

For a second cause of action the said plaintiff, the Citizens Home and Savings Company says;

That on the 2nd day of September, 1896, and to secure the said loan, and weekly payments, set forth in said contract

in said first cause of action herein, the said defendants, Effie A. Ford and Charles V. Ford, her husband, executed and delivered to said plaintiff, The Citizens Home and Savings Company their mortgage deed and thereby conveyed to said Company the following described real estate, viz:

Situate in the Village of Marysville, County of Union, and State of Ohio, Beginning at the north east corner of Dr-Lot No. 313: Thence South Two degrees West Ten and Twelve hundredths poles to the south east corner of said Dr-Lot; Thence South Eighty-eight degrees East Four and Seventy-three hundredths poles to a stake; Thence north Two degrees East Ten and Twelve hundredths poles to a stake; Thence north Eighty-eight degrees West Four and Seventy-three hundredths poles to the beginning, Containing Forty-seven and Eighty-nine hundredths square poles, more or less.

The condition contained in said mortgage was as follows:
 Provided, nevertheless, and this presents are upon this condition:

That whereas, the said Effie A. Ford has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$700.00 Marysville, Ohio, September 2nd 1896,
 Received of the Citizens Home and Savings Company of Marysville, Ohio, Seven Hundred Dollars, as a loan on Seven Shares of stock, No. 1886, owned by Effie A. Ford in said Company.

I agree to pay to said Company weekly, not less than One and 77/100 Dollars, which shall be applied as follows;

- First: To the payment of any fines or other assessments made against me in pursuance of the By-Laws of said Company.
- Second: To the payment of the premium for precedence due on said loan, amounting to 27/100 Dollars per week.
- Third: To the payment of the interest due on said loan, amounting to 87/100 Dollars per week.
- Fourth: To the payment of any sum of money expended by said Company for insurance of mortgaged property as required by the By-Laws of said Company.
- Fifth: The balance of said payments shall be credited as due on said stock.

Said payments shall be continued until the dues or credited on said stock, together with the dividends declared thereon shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

(Signed) Effie A. Ford.
 Now, if the said Effie A. Ford shall pay to said Company, its successors or assigns, the said sums of money

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where due as set forth by said contract, then these presents shall be void.

On the 2nd day of September A.D. 1896, at 2⁴⁵ O'clock P.M. said Mortgage was delivered to the recorder of said Union County, Ohio, for record, and was duly recorded in Volume 37 page 98 of the Records of Mortgages of said County.

Said Mortgage deed has become absolute.

There is due and remaining unpaid upon said contract set forth in the first cause of action herein the sum of Six Hundred and Seventy-one and 67/100 Dollars, on the 10th day of May, 1897, and the further sum provided in said contract, viz: for fines 87/100 Dollars; for premium 27/100 Dollars and for interest 84/100 Dollars, in all One and 47/100 Dollars for each and every week from and after said 10th day of May, 1897.

The said plaintiff, The Citizens Home and Savings Company, therefore asks judgment against said Effie A. Hord for said sum of Six Hundred and Seventy-one and 67/100 Dollars, and One and 47/100 Dollars for each and every week from and after May 10th 1897.

That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof be applied to the payment of said indebtedness of Six Hundred and Seventy-one and 67/100 Dollars, and One and 47/100 Dollars additional from and after the 10th day of May, 1897, until paid, and for all proper relief in the premises.

John M. Brodick
Attorney for said
The Citizens Home and Savings Co.

The State of Ohio, Union County, ss.

John M. Brodick being sworn, makes oath that he is the attorney of said plaintiff, The Citizens Home and Savings Company, and that the facts stated in the foregoing petition are, as affiant believes, true.

Sworn to by said John M. Brodick before me, and signed by him in my presence this 20th day of May, 1897.
(seal)

J. R. Gosnell Clerk of
County, in and for Union County, Ohio.

To the Clerk:

Issue Summons for the defendant Effie A. Hord and Charles V. Hord, to the Sheriff of Union County, Ohio, returnable according to law. Indorse: "Judgment and foreclosure of Mortgage. Amount claimed \$671⁴⁷ and \$1⁴⁷ weekly from and after May 10th 1897.

John M. Brodick
Attorney for Plaintiff

On the 20th day of August A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Precise

Summons

The State of Ohio, Union County.
 To the Sheriff of Union County:
 You are hereby commanded to notify Effie A. Hood and Charles V. Hood that they have been sued by the Citizens Home and Savings Company, in the Court of Common Pleas of Union County, and must answer by the 18th day of September A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 30th day of August A.D. 1897.
 Witness my hand and the seal of said Court, this 20th day of August A.D. 1897.
 J. N. Gosnell Clerk

Afterward on the 21st day of August A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County which return is as follows:
 Sheriff's Fee \$ 50
 Service Return 60
 Mileage 16
 Copies 30
 Total 156
 Received this writ August 20th A.D. 1897, at 11 O'clock A.M. and served same by delivering a true and certified copy of this writ personally, to Charles V. Hood by leaving copy at his usual place of Residence on August 21st 1897.
 J. Ed. Robinson Sheriff.

Sheriff's Return

Sheriff's Fee	\$ 50
Service Return	60
Mileage	16
Copies	30
Total	156

The State of Ohio,
 Union County,
 Received this writ August 20th A.D. 1897, at 11 O'clock A.M. and served same by delivering a true and certified copy of this writ personally, to Charles V. Hood by leaving copy at his usual place of Residence on August 21st 1897.

Sheriff's Return.

In case "In action for judgment and foreclosure of mortgage, amount claimed \$671.42 and \$1.42 weekly from and after May 10th 1897.
 J. M. Brodwick
 Atty. for Plff.

Entry 7423

On the 27th 1897, the following entry was filed with the Clerk of this Court, to-wit:
 The Citizens Home & Savings Company }
 vs }
 Effie A. Hood et al }
 Court of Common Pleas
 Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home and Savings Company, and the evidence;
 On consideration whereof the Court find that the defendants Effie A. Hood and Charles V. Hood 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 said petition are thereby confessed by them to be true; and that there is due the plaintiff, The Citizens Home and Savings Company, from the said defendant Effie A. Hood on the contract in writing set forth in the said petition to the first day of the term, to-wit: September 7, 1897, the sum of Six Hundred and Ninety Six and 69/100 Dollars.

Receipt 7423

Order of Sale

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The Court further find that in order to secure the payment of said contract in writing, the defendant Effie A. Ford and Charles V. Ford her husband executed and delivered to said plaintiff, the Citizens Home and Savings Company their certain mortgage as in the petition described, and on the premises therein described.

That said mortgage was duly recorded in Volume 87, page 98 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, the Citizens Home and Savings Company, recover from the said defendant Effie A. Ford, the said sum of Six Hundred and Ninety-Six and 00/100 Dollars with weekly payments of One and 47/100 Dollars for each and every week from and after September 6, 1897, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant Effie A. Ford, shall within one day from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum or found due as aforesaid, with weekly payments of \$1.47 for each and every week from and after September 6, 1897, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

John M. Borrdick
Attorney for Plaintiff.

On the 28th day of September A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7423
The Citizens Home & Savings Company }
vs }
Effie A. Ford & al }
Court of Common Pleas
Union County, Ohio.

To the Clerk of said Court:

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

John M. Borrdick
Attorney for Plaintiff

Order of Sale

On the 28th day of September A. D. 1897, 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 Maysville, in said County of Union, on the 27th day of September, 1897, The Citizens Home and Savings Company obtained a judgment and decree against Effie A. Hood et al. for the sum of Six Hundred and Ninety-Six and 69/100 Dollars, with weekly payments of One and 47/100 Dollars for each and every week from and after September 6, 1897 and costs of suit.

And whereas it was then and there by said Court ordered, adjudged and decreed that the said Effie A. Hood within one day from the 27th day of September A. D. 1897, pay unto the said The Citizens Home and Savings Company the said sum of Six Hundred and Ninety Six and 69/100 Dollars, with said weekly payments 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 Six Hundred and Ninety Six and 69/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me of record -

We therefore command you, that you proceed without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements,

Situate in the village of Maysville, County of Union and State of Ohio, Beginning at the northeast corner of In-Lot No. 313; Thence South Two degrees West Two and Twelve Hundredths poles to the southeast corner of said In-Lot; Thence South Eighty-eight degrees East Four and Seventy-three poles to a stake; Thence North Two degrees East Two and Twelve hundredths poles to a stake; Thence North Eighty-eight degrees West Four and Seventy-three hundredths poles to the beginning, containing Forty Seven and Eighty-nine hundredths Square poles more or less.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring the order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Maysville, this 28th day of September A. D. 1897.
 J. N. Grinnell Clerk

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Sherriff's Return

Afterward on the 29th day of October A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return	#	cts
Sherriff's Fee		
Service	25	
Levy	25	
Sum Appraisers	1	20
Swearing "		25
Writing Appraisal		25
Copy of "		25
Notice to Commit		25
Writing Notice		25
Mileage		16
Return		25
Total	3	36
Appraisers Fee	3	00
Comities "	13	60

In obedience to the Command of the Order of Sale hereto annexed, I did, on the 29th day of September, 1897, summon M. Hopkins, Lape Knollen and H. C. Vorkung 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 29th day of September, A. D. 1897, 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 Nine Hundred Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 29th day of September, 1897, 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 30th day of October A. D. 1897, 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 30th day of October A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came the Citizens Home and Savings Company, who bid for the same the sum of Six Hundred and One Dollar, and said sum being more than two-thirds of the appraised value thereof, and said the Citizens Home and Savings Company being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Six Hundred and One Dollar.

J. Ed Robinson Sheriff.

On the 5th day of November A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Sherriff's Sale

The Citizens Home & Savings Company
 vs
 Effie A. Hood et al

John M. Braddock, Attorney.
 Court of Common Pleas,
 Union County, Ohio.
 On order of Sale.

By virtue of the above stated writ to me directed,

from the Court of Common Pleas of Union County, Ohio,
I will offer for sale at the north door of the Court House
in Mansfield, Ohio, on Saturday, October 30, 1897, at or about
the hour of one o'clock P.M. of said day the following de-
scribed real estate to-wit:

Situated in the Township of Paris, County of Union
and State of Ohio, and bounded and described as follows:

Situate in the Village of Mansfield, County of Union
and State of Ohio;

Beginning at the Northeast corner of in-lot No. 313;
thence South Two degrees West Ten and Twelve hundredths poles
to the Southeast corner of said in-lot; thence South Eighty-
eight degrees, East Four and Seventy-three hundredths poles
to a stake; thence North Two degrees East Ten and Twelve
hundredths poles to a stake; thence North Eighty eight degrees
West Four and Seventy-three hundredths poles to the begin-
ning, containing Forty Seven and Eighty-Nine hundredths
square poles more or less.

Appraised at \$900.00

Terms of Sale Cash.

J. Ed Robinson Sheriff
Union County, Ohio.

September 29th 1897.

The State of Ohio, Union County, Ohio.

The undersigned, being duly sworn,
says that a copy of the annexed Notice was published for
five consecutive weeks in "The Mansfield Tribune," a newspaper
of general circulation in the County of Union, the first pub-
lication beginning with Sept. 29, 1897.

H. O. Shearer

Sworn to and subscribed before me, this 5th
day of November, 1897.

(seal)

J. N. Samuel Clerk

Printed Fee \$13.50.

On the 27th day of November A.D. 1897, the following Entry
was filed with the Clerk of this Court, to-wit:

Entry
7423

The Citizens National
Savings Company
vs
Effie A. Ford et al

Court of Common Pleas
Union County, Ohio.

On motion of the plaintiff, and on its pro-
ducing 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 or-
dered that the said proceedings and sale be, and they hereby
are, approved and confirmed.

And it is further ordered that the said Sheriff

Petition
7363

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convey to the purchaser, the Citizens Bond and Savings Company, 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.

It is further ordered that the clerk cause satisfaction of the mortgage herein made on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to Six Hundred and One Dollar, it is ordered that the Sheriff out of the money in his hands pay:

First - To the Treasurer of this County the taxes, penalties and interest against said property amounting to \$

Second - The Costs of this action, taxed at \$34.96.

Third - To the plaintiff the balance of said proceeds amounting to \$566.04 to be credited on its judgment heretofore rendered herein.

John M. Brodrick
Attorney for Plaintiff

Attest

J. N. Sosnell Clerk
By Geo. A. Sosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, 1897; on the 6th day of September in the year of our Lord one thousand one hundred and Ninety-Seven.

Be it remembered that heretofore to-wit, on the 26th day of April A.D. 1897, Harmon Patch et al, filed in the clerk's office of the said Court of Common Pleas the following Petition against Martha Patch et al to-wit:

Petition
7363

Harmon Patch Jr
vs
Martha Patch; Elizabeth Benson; Robert E. Benson; A. Samuel Patch; Martha Patch; Daniel B. Patch; John Patch; James Patch; Jane Stall; John Stall; and Esley Patch

Court of Common Pleas
Union County, Ohio.

Petition

The plaintiff says; that on or about the 11th day of August A.D. 1896, one Harmon Patch Sr late of Union County

City, Ohio,
Court House
at or about
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this, due intestate, seized of an estate in fee-simple in the following described real-estate to-wit:

Situate in Jerome Township, in the County of Union, and State of Ohio, being part of Military Surveys Nos. 9367 and 10614, originally for 149 acres in the name of the said James Galloway Jr. and patented to one James Galloway Jr. and to one James Galloway Jr. on the waters of Darby Creek, bounded and described as follows, to-wit:

Beginning at two ash, a sugar tree, and hickory northwesterly corner to Robert Means Survey No. 5166; thence S. 58° W. 67 poles to two hickory, northwesterly corner to John Knight's Survey No. 3185; thence with said Knight's line S. 37° E. 25-2 poles to a maple northwesterly corner to Philip Harmon land, and westerly corner to Stephen Johnson's tract of 58 acres, conveyed to him by the said Galloway; thence with said Johnson's line N. 58° E. 47 poles to an elm northwesterly corner to said Johnson's lot in the line of said Means' Survey; thence with said Means' line N. 37° W. 25-2 poles to the beginning, containing Seventy Four (74) acres of land, be the same more or less.

Also one other tract of land situate in the Township of Darby, County of Union, and State of Ohio, and bounded and described as follows, to-wit:

Beginning at a stake in the Southeast line of land now owned by said Harmon Patch; thence with said line N. 36° W. 65½ poles to a stake, corner to other land owned by Charles H. Adams; thence with his line S. 54° W. 91 poles to a white oak, hickory and iron wood, another corner of said Adams' land; thence S. 36° E. 65½ poles to a stake, corner to Jeremiah Shurwood's land; thence N. 54° E. 91 poles to the place of beginning, containing thirty-seven and one-fourth acres more or less, being part of Survey No. 8881, excepting from the above tract of land eight acres and 13 1/2 poles, surveyed by Harmon Patch Sr. and wife to Jacob Fisher and which deed is recorded in Volume 74, Pg. 222, Union County Records of Deeds, Union County, Ohio.

Also excepting one acre deduced by Harmon Patch Sr. to John Patch, recorded in Volume 57, Pg. 530, Union County Records of deeds.

Reference is made to the two last mentioned deeds for a more particular description of the premises hereby excepted.

The plaintiff avers that the said Esley Patch by his quit Claim Deed executed on the 4th day of September, 1896, conveyed all his right, title and interest and estate to his co-tenants Annin, and to the said Widow Martha Patch, which deed is recorded in Volume 73 Pg. 61, Union County Record of deeds.

The plaintiff therefore says that the said Esley

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Patch has no interest whatever in said real-estate, therefore owns in her own right by virtue of said deed from said Esley Patch the one undivided one-eighty-first part in fee simple, and she is entitled to dower in the remainder of said premises.

The said premises are therefore owned and held in common by the following persons, only heirs and legal representatives and the widow of the said Harmon Patch deceased, subject to said dower, to-wit; to the said Martha Patch said one undivided one-eighty-first part; and to the plaintiff, Harmon Patch Jr; the said Elizabeth Benson wife of said Robert E. Benson; A. Lemuel Patch, Matted Patch, Daniel B. Patch, John Patch, Jane Still wife of the said John Still, and James Patch.

These eight last named each own in fee simple the one undivided eighth part of said premises, except the one-eighty-first part so owned by said Martha Patch as aforesaid.

The plaintiff therefore asks that the parties above named be made parties defendants in this petition, and she prays that partition be made of said premises according to the rights of the parties herein above set forth, and that dower of the said Martha Patch may be also assigned to her, or if partition can not be made of said premises, without manifest injury to the same, then that said premises be sold or other order taken pursuant to the statute.

Porter Ed Porter

Attorneys for Plaintiff

Harmon Patch Jr the plaintiff being sworn makes oath that the facts stated in the foregoing petition are true as he believes.

Harmon Patch.

Sworn to by Harmon Patch Jr, the plaintiff herein before me, and signed by him in my presence this 26th day of April A. D. 1897.

(seal)

Jos A. Gosnell Deputy Clerk

To the Clerk:

Receipt

Issue Summons to the Sheriff of Union County, Ohio, for James Patch, in the above entitled case, returnable according to law. Endorse "Partition of Real Estate, and assign ment of dower."

Porter Ed Porter
Atty. for Plff.

April 26th 1897.

On the 15th day of September A.D. 1897. the following Warrant was filed with the Clerk of this Court, to-wit:

Warror
7363

Hamm Patch }
vs
Martha Patch et al }

Court of Common Pleas
Union County, Ohio.

I, the undersigned hereby waive the issuing and service of Summons upon me, in the above entitled case, and enter my appearance as a party defendant herein, and waive all questions as to time and consent that action may be taken at once.

Ezley Patch.

~~~~~

On the 15<sup>th</sup> day of September A. D. 1897, the following Warror was filed with the Clerk of this Court, to-wit:

Warror  
7363

Hamm Patch }  
vs  
Martha Patch et al }

Court of Common Pleas  
Union County, Ohio.

I, the undersigned, one of the parties defendant in the above entitled case, hereby waive service of process, and enter my appearance herein, as a party defendant, and waive all questions as to time, and consent that action may be taken at once.

Almond Patch.

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On the 15th day of September A. D. 1897, the following Warror was filed with the Clerk of this Court, to-wit:

Warror
7363

Hamm Patch }
vs
Martha Patch et al }

Court of Common Pleas
Union County, Ohio.

We, the undersigned, hereby waive the issuing and service of summons upon us, in the above entitled case, and enter our appearance herein as parties defendants and waive all questions as to time, and consent that action may be taken at once.

Elizabeth Benson
R. E. Benson.

~~~~~

On the 15<sup>th</sup> day of September A. D. 1897, the following Warror was filed with the Clerk of this Court, to-wit:

Warror  
7363

Hamm Patch }  
vs  
Martha Patch et al }

Court of Common Pleas  
Union County, Ohio.

We, the undersigned, hereby waive the issuing and service of Summons upon us in the above entitled case, and enter our appearance as parties defendants herein, and waive all questions as to time, and consent that action may be taken at once.

Martha Patch  
John Patch  
John H. Still  
Jann Still

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On the 15th day of September A.D. 1897, the following Writ was filed with the Clerk of this Court, to-wit:

Writ
7363

Hamon Patch }
 } Court of Common Pleas
 } Union County, Ohio.
Martha Patch et al }

I, Daniel B. Patch, one of the defendants in the above entitled case, hereby waive the issuing and service of Summons upon me, and enter my appearance herein as a party defendant, and waive all questions as to time, and agree that action may be taken at once.

Daniel B. Patch

On the 15th day of September A.D. 1897, the following Writ was filed with the Clerk of this Court, to-wit:

Writ
7363

Hamon Patch }
 } Court of Common Pleas
 } Union County, Ohio.
Martha Patch et al }

I, the undersigned, one of the parties defendant in the above entitled case, hereby waive service of process, and consent to the sale of the Real Estate in said petition mentioned, as herein prayed for, and that said petition may be heard at such time as may be by the Court ordered.

Martha Patch

On the 11th day of September A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of said County:

You are hereby commanded to notify James Patch that he has been sued by Hamon Patch, in the Court of Common Pleas of Union County, and must answer by the 9th day of October, A. D. 1897, or the 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 September, A. D. 1897.

Witness my hand and the seal of said Court,
(seal) This 11th day of September A. D. 1897.

J. N. Gosnell Clerk
By J. M. A. Gosnell Deputy

Afterward on the 18th day of September A. D. 1897, the Sheriff of said County returned said summons to the clerk's office in said County, which return is as follows:

Sheriff's Return

The State of Ohio, Union County, Ohio.

Sheriff's Fee	50
Service Return	50
Mileage	96
Copy	15
Total	\$161

Received this writ September 16th A. D. 1897, at 8 o'clock A. M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to James Patch personally on the 17th day of September A. D. 1897.

J. Ed Robinson
Sheriff.

On the 11th day of October A. D. 1897, the following Answer
 was filed with the Clerk of this Court, to-wit:
 Martha Patch vs
 Harmon Patch
 7363
 Martha Patch et al
 Court of Common Pleas
 Union County, Ohio.

The said Martha Patch answers to the Petition of
 plaintiff and admits that she is the widow of Harmon Patch
 deceased, and that she is entitled to dower in said premises
 as therein alleged, and that she owns the one undivided
 Eighty-first part thereof in fee simple, as alleged in said
 petition.

She further says that she waives the assignment of
 her dower interest in said premises by writ and bonds,
 and desires her dower interest and her fee simple interest
 to be paid to her in money.

She therefore asks that in case said land will
 not bear partition, and should be sold according to law,
 that she consents and asks that the same be sold free
 from her dower interest in the same as well as her small
 fee simple interest, and that she receive the value of her
 said interest in money.

Robt. McLerny
 Attorney for Mrs Patch

State of Ohio
 Union County ss Martha Patch, being duly sworn says the State
 merits and allegations in the foregoing answer are true, as
 she believes.

Subscribed and sworn to before me, and signed by Martha Patch
 in my presence this 11th day of October A. D. 1897.
 (seal)
 Martha Patch
 E. W. Porter, Notary Public,
 Union County, Ohio.

Receipt
 7363

On the 12th day of October A. D. 1897, the following Entry was
 filed with the Clerk of this Court, to-wit:
 Harmon Patch vs
 7363
 Martha Patch et al
 Court of Common Pleas
 Union County, Ohio.

This cause came on to be heard upon the petition
 and the answer of Martha Patch, widow of Harmon Patch deceased,
 and the pleadings and record in this cause and
 was argued by counsel.

On consideration whereof, and it appearing to the
 satisfaction of the Court that all and every of said defendants
 have been duly notified of the bringing, pendency and demand
 of said action against them, as required by law, and that
 said plaintiff hath a legal right and estate in the premises
 as described in the petition and as therein set forth, and
 no sufficient reason appearing why partition should not be made
 as prayed for in said petition, it is ordered by the Court

Writ of
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on motion of Porter and Porter, attorneys for plaintiff, that by the oath of Albert Adams, John D. Adams and Warren Harris, three judicious, disinterested freeholders of the vicinity, upon actual view of the premises, one full and equal third part of said lands, in said petition described, be assigned and set off to the said widow, Martha Patch, as her dower estate therein, and that by the like oath of the same Albert Adams, John D. Adams and Warren Harris, upon like actual view, partition be made of said lands subject to said dower estate in the following proportions, to-wit:

To the plaintiff, Harmon Patch, one equal ten-eighty-first part thereof; and to the said Elizabeth Benson, A. Lemuel Patch, Mathew Patch, Daniel B. Patch, John Patch, James Patch and Jane Stoll, each the ten-eighty-first part thereof; and to Martha Patch, the widow as aforesaid the one equal one-eighty part in fee simple, if the same can be done without manifest injury to the value thereof, and if not, that said premises be appraised at the true value thereof in money, free from said dower estate of the said widow Martha Patch.

And it is further ordered that a writ and order of Partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned, and said partition to be made accordingly.

Porter Ed Porter
 Prob. Clerk.

On the 12th day of October A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
 7368

Harmon Patch
 to
 Martha Patch seal
 Court of Common Pleas
 Union County, Ohio.

To the Clerk of said Court:

Issue Writ of Partition and Dower in the above entitled case, directed to the Sheriff of Union County, Ohio, returnable according to law.

Porter Ed Porter
 Attorneys for Plaintiff.

On the 12th day of October A. D. 1897, the following Writ of Partition was issued by the Clerk of this Court, to-wit:

Writ of
 Partition and
 Dower.

The State of Ohio, Union County, ss.
 To the Sheriff of said County - Greeting:

We command you, that without delay, by the oath of Albert Adams, John D. Adams and Warren Harris, you cause to be set off and assigned to Martha Patch widow of Harmon Patch late of Union County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner, by the like oath of the same men, you cause partition to be made of the following Real Estate.

Situate in Jerome Township, County of Union and

State of Ohio, being part of Military Surveys Nos. 9367 and 10614, originally for 149 acres in the name of the said James Galloway Jr. and patented to one James Galloway Jr. on the matter of Darby Creek; bounded and described as follows, to-wit:

Beginning at two ashus, a sugar tree, and hickory meeting corner to Robert Means Survey No. 5766; thence south fifty-three degrees west sixty-seven poles to two hickories, meeting corner to John Knight's Survey No. 8108; thence with said Knight's line south 37° east two hundred and fifty-two poles to a Maple meeting corner to Philips Harmon's land and meeting corner to Stephen Johnson's tract of fifty-three acres conveyed to him by the said Galloway; thence with said Johnson's line north fifty-three degrees east forty-seven poles to an elm meeting corner to said Johnson's lot in the line of said Means's Survey; thence with said Means's line north thirty-seven degrees west two hundred and fifty-two poles to the beginning, containing seventy-four (74) acres of land, be the same more or less.

Also one other tract of land situated in the Township of Darby, County of Union, and State of Ohio, and bounded and described as follows, to-wit:

Beginning at a stake in the southwest line of land now owned by said Harmon Patch; thence with said line north thirty-six degrees west fifty-five and one-half poles to a stake, corner to other lands owned by Charles H. Adams; thence with his line south fifty-four degrees west ninety-one poles to a white oak, hickory and iron-wood, another corner of said Adams land; thence south thirty-six degrees east sixty-five and one-half poles to a stake, corner to Jeremiah Shumwoods lands; thence north fifty-four degrees east ninety-one poles to the place of beginning, containing thirty-seven and one-fourth acres more or less, being part of survey No. 3881, excepting from the above tracts of land, eight acres and 131/100 poles, conveyed by Harmon Patch Sr. and wife to Jacob Fisher and which deed is recorded in Vol. 74 Page 222, Union County Record of Deeds, Union County, Ohio.

Also excepting one acre deeded by Harmon Patch Sr. to John Patch, recorded in Vol. 57, Page 330, Union County Record of Deeds.

Reference is made to the two last mentioned deeds for a more particular description of the premises hereby excepted.

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

- To Harmon Patch one equal ten-eighths part.
- " Elizabeth Benson; A. Lemuel Patch; Matthew Patch; Daniel B. Patch; John Patch, James Patch and James Stoll each the ten-eighths part thereof.

To Martha Patch, (the widow) one eighth 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

Sheriff's Return

Commissioner's Report.

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= down the down of the said Martha Patch in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition and down, wherein the said Harmon Patch plaintiff and Martha Patch et al are defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

(seal) Witness my name and the seal of the Court of Common Pleas, at the Court House in Mayaville, this 12th day of October, A. D. 1897.

J. T. Gosnell Clerk
By J. D. Gosnell Deputy

Afterward on the 12th day of October A. D. 1897, 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 Fee	\$	cts
Service		25
Mileage	1	60
Executing Writ	1	00
Issuing Com.		25
Report "		25
Return "		25
Total	3	80
Commissioner's Fee	\$	cts
Albert Adams	1	00
J. D. Adams	1	00
Warren Harris	1	00
Total	3	00

The State of Ohio, Union County, ss. As commanded by the foregoing writ of Partition and Down, I have executed the same by the oaths of Albert Adams, John D. Adams and Warren Harris, 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 12th day of October, A. D. 1897.
J. Ed Robinson Sheriff.

Commissioner's Report.

Harmon Patch } Union County, ss.
" } Court of Common Pleas.
Martha Patch et al } In Partition and Down.

According to the command of the Writ of Partition and Down in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same, subject to the Down estate at;

1 st described tract appraised at	\$1828.00
2 nd " " " "	\$833.00
Total	\$2661.00

Given under our hands this 12th day of October, A. D. 1897.

Albert Adams }
John D. Adams } Commissioners.
Warren Harris }

On the 12th day of October A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7363

Harmon Patch, Jr.
vs
Martha Patch et al

Court of Common Pleas
Union County, Ohio.

On motion to the Court by Porter & Porter, attorneys for the plaintiff, and upon producing the proceedings of the Sheriff, and the report and proceedings of the Commissioners heretofore appointed, and the same being examined, it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed.

And thereupon motion of the parties desiring to take said estate at the valuation thereof, as returned by said Commissioners, on motion of the petitioner, it is ordered by the Court that the said estate be sold at public auction, by the Sheriff of said County of Union, according to the Statute in such cases made and provided, free of the Dower estate of said Martha Patch, widow of Harmon Patch Senior, deceased, upon the following terms to-wit:

One third cash in hand on day of sale, and one third in one year, and one third in two years thereafter, with interest from the day of sale; such deferred payments to be evidenced by the promissory notes of the purchaser, payable to the parties respectively entitled, and secured by mortgage on the premises.

Porter & Porter
Attorneys for Plaintiff

On the 13th day of October A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7363

Harmon Patch
vs
Martha Patch et al

Court of Common Pleas
Union County, Ohio.

To the Clerk of said Court:

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

Porter & Porter
Attorneys for Plaintiff

Order of Sale in Partition

On the 18th day of October A.D. 1897, the following Order of Sale in Partition was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.
To the Sheriff of said County, Greeting:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the September Term A.D. 1897, in a certain Petition for Partition, now pending in said Court, wherein Harmon Patch, Jr. Petitioner, and Martha Patch, Elizabeth Benson, Robert E. Benson, A. Samuel Patch, John Patch, James Patch, Mathew Patch, Daniel B. Patch, Jane Stoll, John Stoll and Esley Patch Respondents, we command you that without delay you proceed to sell at public auction the lands and

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tenements in said petition, described, to-wit:
 Situate in Jerome Township, Union County, Ohio,
 being part of Military Survey Nos. 9367 and 10614, originally for
 149 acres in the name of James Galloway Jr. and patented
 to one James Galloway Jr. on the waters of Darby Creek,
 bounded and described as follows, to-wit:

Beginning at two ash, a sugar tree and hickory,
 westerly corner to Robert Means' Survey No. 5766; thence south
 fifty-three degrees west sixty-seven poles to two hickories,
 westerly corner to John Knight's survey No. 8155; thence with
 said Knight's line south thirty-seven degrees east two hundred
 and fifty-three poles to a Maple westerly corner to Philip
 Harmon's land and westerly corner to Stephen Johnson's tract of
 fifty-three acres conveyed to him by the said Galloway;
 thence with said Johnson's line north fifty-three degrees east
 forty-seven poles to an Elm westerly corner to said Johnson's
 line in the line of said Means' survey; thence with said Means'
 line north thirty-seven degrees west two hundred and fifty-two
 poles to the beginning, containing seventy-four (74) acres of land,
 be the same more or less.

Also one other tract of land situate in the Town-
 ship of Darby, County and State aforesaid, and bounded and
 described as follows, to-wit:

Beginning at a stake in the southwest line of
 land now owned by said Harmon Patch; thence with said
 line north thirty-six degrees west sixty-five and one-half poles
 to a stake, corner to other lands owned by Charles A. Adams;
 thence with his line south fifty-four degrees west ninety-
 one poles to a white oak, hickory and iron-wood, another cor-
 ner of said Adams land; thence south thirty-six degrees east
 sixty-five and one-half poles to a stake, corner to Jeremiah
 Sherwood's lands; thence north fifty-four degrees east ninety-
 one poles to the place of beginning, containing thirty-seven
 and one-fourth (37 1/4) acres, more or less, being part of survey
 No. 3581, excepting from the above tracts of land, eight acres
 and one hundred and thirty-one and three-fifths (131 3/5) poles
 conveyed by Harmon Patch Sr. and wife to Jacob Fisher and
 which deed is recorded in Vol. 74, Page 222, Union County
 record of deeds, also excepting one acre deeded by Harmon Patch
 Sr. to John Patch recorded in Vol. 57 Page 530, Union County
 Record of Deeds, reference is made to the two last mentioned
 deeds for a more particular description of the premises hereby
 excepted.

First tract appraised at	\$ 1828.00
Second " " "	\$ 833.00
Both " " "	\$ 2661.00

And that your proceedings in the premises you make known
 to our said Court of Common Pleas within sixty days from
 the date hereof; and have you then and there this Writ.
 Witness my hand and the seal of said Court at

Porter, attorney
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Marysville, this 18th day of October, A. D. 1897,

J. N. Gosnell Clerk

(seal)

By J. A. Gosnell Deputy.

Afterward on the 20th day of November A. D. 1897, the Sheriff of said County, returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return

Sherriff's Fee	\$	cts.
Service	25	
Mileage	16	
Copy to Printer	25	
Postage	13	32
Return	25	
Total	14	23

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days preceding the day of sale, in the "Marysville Tribune," a newspaper printed and of general circulation in Union County, Ohio; and on the 20th day of November, A. D. 1897, at One O'clock P. M. on said day at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this writ; then and there appeared Joseph N. Patch who bid the sum of Seventeen Hundred and Seventy-five Dollars, said sum being more than two-thirds of the appraised value; and he being the highest and best bidder, was declared the purchaser.

J. Ed Robinson, Sheriff,
Union County, Ohio.

On the 26th day of November, A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Sherriff's Sale.

Correr Ed Correr, Attorneys.

Proof of Publication

7363

Hammon Patch
vs
Martha Patch et al

An Order of Sale in Partition.

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, November 20, 1897, 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 Jerome, County of Union and State of Ohio, and bounded and described as follows;

Being a part of military survey No. 9367 and 10614, originally for 149 acres in the name of James Halloway Jr. and patented to one James Halloway Jr. on the waters of Darby Creek, bounded and described as follows, to-wit:

Beginning at two ashus, a sugar tree and hickory westerly corner to Robert Owens' survey No. 5166; thence south fifty-three degrees west sixty-seven poles to two hickories westerly corner to John Knights' survey No. 3188; thence with said Knights' line south thirty-seven degrees east two hundred and fifty-three poles to a maple westerly corner to Philip Harris' land and westerly

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corner to Stephen Johnson's tract of fifty-three acres surveyed to him by the said Galloway; thence with said Johnson's line north fifty-three degrees east forty-seven poles to an elm northerly corner to said Johnson's lot in the line of said man's survey; thence with the said Quano's line north thirty-seven degrees west two hundred and fifty-two poles to the beginning, containing seventy-four (74) acres of land, be the same more or less.

Also one other tract of land situate in the township of Darby, county and state aforesaid, and bounded and described as follows, to-wit:

Beginning at a stake in the southwest line of land now owned by said Harmon Patch; thence with said line north thirty-six degrees west sixty-five and one-half poles to a stake corner to other land owned by Charles H. Adams; thence with his line south fifty-four degrees west ninety-one poles to a white oak, hickory, and ironwood, another corner of said Adams land; thence south thirty-six degrees east sixty-five and one-half poles to a stake corner to Jeremiah Shumwoods' land; thence north fifty-four degrees east ninety-one poles to the place of beginning, containing thirty-seven and one-fourth (37 1/4) acres more or less, being part of survey No. 3881, excepting from the above tract of land, eight acres and one hundred and thirty-one and three-fifths poles conveyed by Harmon Patch Sr. and wife to Jacob Fisher, and which deed is recorded in Volume 74 page 222 Union County, Ohio, Records of Deeds; also excepting one acre deeded by Harmon Patch Sr. to John Patch, recorded in Volume 57, page 530, Union County Record of Deeds, Reference is made to the two last mentioned deeds for more particular description of the premises hereby excepted.

The above premises will be sold free from doubt.

- First tract appraised at \$1828.
- Second tract appraised at \$833
- Both tracts appraised at \$2661

Terms of sale - One-third cash in hand, one-third in one year and one-third in two years; deferred payments to be secured by first mortgage of the premises.

J. Ed Robinson Sheriff of Union County, Ohio.

Oct. 20, 1897.

the State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Oct. 20, 1897.

H. C. Shaur.

Sworn to and subscribed before me, this 26, day of November, 1897.

Printers' Fees \$27 00

(seal)

J. N. Gosnell Clerk

Certificate
in
Partition

On the 26th day of November A.D. 1897, the following Certificate in Partition was filed with the Clerk of this Court, to-wit:
State of Ohio,
Probate Court, Union County.

In the Matter of the Estate of Harmon Patch, Sr. Deceased.
I, James McCampbell, sole Judge and Ex-officio Clerk of the Probate Court, within and for said County aforesaid, do hereby certify that I have ascertained from a statement of Edward W. Porter, Administrator of the estate of Harmon Patch Sr. deceased, that the sum of Eight Hundred Eighteen and 3/100 Dollars, (\$818.30) in addition to the available assets, will be necessary to pay the indebtedness and expense of administering said estate.

In witness whereof, I have hereunto set my hand and affixed the seal of said Probate Court, at Mansfield, Ohio, this 10th day of December, 1897.
James McCampbell
Judge and Ex-officio Clerk.

Entry
7363

On the 26th day of November A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:
Harmon Patch Jr. vs. Martha Patch et al
Court of Common Pleas
Union County, Ohio.

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this court, 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 due duty executed to convey said premises to the purchaser, Joseph N. Patch, in fee simple, free of dower.

And the said Martha Patch having asked that in lieu of her dower, its value be paid her in money; the court find her just and reasonable value of her dower interest to be One Hundred and Thirty-nine and 3/100 Dollars (\$139.30).

It is further ordered that out of the proceeds of said sale the Sheriff pay:

First: To the Treasurer of said County of Union, Fifty-four and 3/100 Dollars, being the taxes and penalty due on said premises.

Secondly: To the Clerk of this Court the costs of this action, including a counsel fee of \$63.25 to Porter & Porter for their services herein. Total \$131.46;

Thirdly: To the said Martha Patch, widow, the said sum of \$139.30 as, and for her full dower interest in the said premises.

Fourthly: And to Edward W. Porter, Administrator of the estate of Harmon Patch Sr. deceased, Eight Hundred and eighteen and 3/100 Dollars, ordered to be paid over to him as such Administrator to pay the indebtedness of said estate, the expense of administering said estate, the

Petition
7400

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widow's allowance for her years support, &c. as shown to be necessary by a certificate from the Probate Court, and filed herein, in this action.

All other questions as to the distribution of the proceeds of said sale are continued.

Porter & Porter

Attest

J. N. Hosnell Clerk
By J. A. Hosnell Deputy.

Pleas continued and held on the 3rd day of January in the year of our Lord one thousand eight hundred and Ninety-eight, at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January, to-wit: the 3rd day of January A.D. 1898.

Be it remembered that heretofore to-wit, on the 21st day of July A.D. 1897, John N. Laird filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Isaac Laird et al, to-wit:

Petition

7400

John N. Laird
vs
Isaac Laird, Samuel D. Laird,
Sarah E. Laird, William Laird,
Adaline Laird, James M. Laird,
Delinda Laird, George H. Laird,
Eda Laird, Allen Laird,
Lucy Laird, Anna Laird,
Lincoln S. Laird, Flora Laird,
Lula Fields, Albert Fields,
Ray J. Laird, Mary Laird,
Bessie Laird, Frank Laird &
Clarence Laird, the last two
being minors over 14 years
of age, John N. Laird as Adm'r.
& Mrs. Laird Deed, S. N.
McCloud, J. W. Tilton, Le Roy
Brown, Thaddeus Wood, Willie
Sams and G. W. Sams.

Petition.

Plaintiff has a legal right to and is seized in fee by inheritance from Mrs. Laird, deceased, as son and one of the heirs at law of said Mrs. Laird, who died intestate on or about the 13th day of January, 1896, of the undivided fifteenth part of the following described real estate, situate in said County of Union, State of Ohio, Township of Leisburg, Survey No. 5506, and bounded and described as follows:

Beginning at a bush, ironwood and hickory,

corner is a lot sold to H. Winchester; thence north eighty degrees east one hundred and sixty poles to two ash and a hickory; thence south ten degrees east one hundred poles to two beech and an ironwood; thence south eighty degrees west one hundred and sixty poles to two elm and a white oak; thence north ten degrees west one hundred poles to the beginning, containing one hundred (100) acres, more or less.

Being the same premises conveyed by William Leper and wife to Mrs. Laird, by warranty deed, dated Nov. 22, 1854, said deed recorded in Record of Deeds, Union Co. Ohio, Vol. 18, pages 878 and 879.

Also the following tract, situate in the same County, State, Township and Survey, and bounded and described as follows:

Beginning at a beech, hickory and ironwood, the north east corner of Lot No. 19 of the Sub-division of said Survey; thence north eighty degrees east one hundred and sixty poles to two ash and hickory; thence north two degrees west one hundred poles to two hickories and an ash; thence north eighty degrees west one hundred and sixty poles to two ash and a sugar; thence south ten degrees east one hundred poles to the beginning, containing one hundred (100) acres, more or less.

Being the same premises conveyed by Schuyler Perkins and wife to Mrs. Laird by deed dated Oct. 10th 1858, and recorded in Deed Record of Union County, Ohio, Vol. 22, page 94.

Also another parcel of land, situated in the same County, State, Township and Survey, and bounded and described as follows:

Beginning at a stone, southeast corner of lands formerly owned by A. Smith; thence north with the east line of said land four and one-half degrees west fifty-one and ninety-six one hundredths poles to a stake and stone in the line of said Smith's land; thence north eight degrees forty-nine min. east one hundred and three and seventy-three hundredths poles to a stake and stone north west corner of a lot of land conveyed by Solomon Smith to Wm. Palin, Sept. 4th 1860; thence south eight and one-half degrees east sixty-one and forty-six hundredths poles to a stake and stone, another corner to said Palin land; thence with the line of said land and the land of John McKelroy, south eighty-one and one-fourth degrees west one hundred and three and seventy-three hundredths poles to the beginning, containing forty (40) acres more or less, being the same premises conveyed by Solomon Smith and wife to Mrs. Laird by deed dated Sept. 4th 1860, and recorded in Union County Ohio, Record of Deeds, Vol. 23, pages 259 and 260.

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Sufficient real and personal property has already been sold to pay all the debts of said decedent.

Said Orsus Laird died leaving a widow, but said widow is now deceased.

Plaintiff is an unmarried man, the said Isaac P. Laird, who is an unmarried man; Samuel D. Laird, who is intermarried with Sarah C. Laird; William Laird who is intermarried with Adaline Laird; James M. Laird, who is intermarried with Delinda Laird; George A. Laird who is intermarried with Ida Laird; Allen Laird, who is intermarried with Lucy Laird; Anna Laird, who is an unmarried woman; Lincoln A. Laird, who is intermarried with Flora Laird; Lula Fields, who is intermarried with Albert Fields; Bessie Laird, who is an unmarried woman; Willie Sams, who is intermarried with C. W. Sams; Ray J. Laird, who is intermarried with Mary Laird; Frank Laird, who is a minor over 14 years of age and Clarence Laird, who is a minor over 14 years of age are tenants in common with plaintiff in said premises, by inheritance from said Orsus Laird, deceased, as sons and daughters and heirs at law of said Orsus Laird, and the undivided one-fifteenth part belongs to each.

Plaintiff desires to have his interest set off to him in severalty.

The defendants John N. Laird, as Administrator of the estate of said Orsus Laird deceased; S. N. McCloud, James H. Tilton, Le Roy Brown and Thaddeus Word, have or claim to have some lien or interest in the undivided interest of some of plaintiffs' co-tenants, but plaintiff says that some of them have claims or liens against his undivided interest in said premises.

Wherefore plaintiff prays that his interest may be set off to him in severalty, that partition may be made; or if that can not be done without injury, that such proceedings may be had as are authorized by law; that the defendants, John N. Laird, Administrator as aforesaid, S. N. McCloud, James H. Tilton, Le Roy Brown and Thaddeus Word, be required to answer, setting up their respective liens or interests, or be forever barred and cut off from asserting the same, and for such other orders and relief as are proper.

J. E. Griffith
Atty. for Plaintiff

State of Ohio, Union County, ss.

John N. Laird, plaintiff herein, being duly sworn says he believes the allegations in the foregoing petition are true.

Sworn to and subscribed before me this 20th day of July A. D. 1897.

J. H. Tilton, Notary Public

On the 21st day of July A. D. 1897, the following waiver was filed with the clerk of this Court, to-wit:

Waiver 7400 John N. Laird vs Isaac Laird et al

Court of Common Pleas Union County, Ohio.

The undersigned, defendants herein, hereby waive the issuing and service of summons in this case and voluntarily enter our appearance therein, July 21, 1897.

J. W. Tilton
John N. Laird as Adm'r.
& Moses Laird, deceased,
J. H. Kinkade, Atty. for J. N. McElwood.

Waiver 7400

filed to John N. Laird vs Isaac Laird et al entitled waiver and July,

On the 21st day of July A. D. 1897, the following Precept was filed with the clerk of this Court, to-wit:

Precept 7400 John N. Laird vs Isaac Laird et al

Court of Common Pleas Union County, Ohio.

To the Clerk;

Issue summons in this case to the Sheriff of Union County, Ohio, for the defendants William Laird and Adaline Laird, who reside in Allen Tp. this county; Frank Laird and Clarence Laird, the last two being minors over 14 years of age, returnable according to law. Endorse "Return for Partition."

J. E. Griffith
Attorney for Plaintiff

Waiver 7400

filed to John N. Laird vs Isaac Laird et al entitled waiver and of July

On the 21st day of July A. D. 1897, the following Summons was issued by the clerk of this Court, to-wit:

Summons The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify William Laird, Adaline Laird, Frank Laird and Clarence Laird, the last two being minors over 14 years of age, that they have been sued by John N. Laird, in the Court of Common Pleas of Union County, and must answer by the 21st day of August, A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 2nd day of August A. D. 1897.

(seal) Witness my hand and the seal of said Court, this 21st day of July A. D. 1897,

J. N. Grinnell Clerk

Waiver 7400

filed to John N. Laird vs Isaac Laird et al entitled waiver and of July

The State of Ohio, Union County.

Sheriff's Fees	\$	60
Service & Return	0	98
Mileage	2	08
Copies		60
Total	\$	63

Sheriff's Return

Received this writ July 22, A. D. 1897, at 10 o'clock A. M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to William Laird and Adaline Laird, personally on July 28th, 1897,

waiver

To Frank Laird and Clarence Laird personally on July 31st 1897,
J. Ed. Robinson, Sheriff.
Endorsed "In action for Partition"

J. C. Griffith
Attorney for Plaintiff.

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On the 13th day of August A.D. 1897, the following waiver was
filed by the Clerk of this Court, to-wit:

Waiver
7400

John N. Laird | Court of Common Pleas
vs | Union County, Ohio
Isaac Laird et al

We, the undersigned parties defendants in the above
entitled action, for the partition of certain real estate, hereby
waive the issuing and service of summons in said action,
and voluntarily enter our appearance herein this day of
July, 1897.

James Laird
Delinda Laird

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On the 21st day of August A.D. 1897, the following waiver was
filed with the Clerk of this Court, to-wit:

Waiver
7400

John N. Laird | Court of Common Pleas
vs | Union County, Ohio
Isaac Laird et al

We, the undersigned, parties defendants in the above
entitled action, for the partition of certain real estate, hereby
waive the issuing and service of summons in said action,
and voluntarily enter our appearance therein, this 31st day
of July, 1897.

E. N. Sarno
Mollie Sarno
Albert Fields
Lula Fields.

William
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On the 21st day of August A.D. 1897, the following waiver was
filed with the Clerk of this Court, to-wit:

Waiver
7400

John N. Laird | Court of Common Pleas
vs | Union County, Ohio
Isaac Laird et al

We, the undersigned, parties defendants in the above
entitled action, for the partition of certain real estate, hereby
waive the issuing and service of summons in said action,
and voluntarily enter our appearance therein, this 31st day
of July, 1897.

Ray J. Laird
May C. Laird
Isaac Laird
Anna Laird
Bessie Laird
L. C. Laird

at 10 o'clock
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am Laird
28th, 1897,

On the 21st day of August A. D. 1897, the following Warrant was filed with the Clerk of this Court, to-wit:

John N. Laird
vs
Isaac Laird et al
Court of Common Pleas
Union County, Ohio.

We, the undersigned, parties defendant in the above entitled action, for the partition of real estate, hereby waive the issuing and service of summons in said action, and voluntarily enter our appearance therein, this 31st day of July, 1897.

George Laird
Ida Laird
Samuel D. Laird
Sarah E. Laird

Sherriff's Return

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30th
return
return
Sherriff's Service
Mileage
Copy

On the 21st day of August A. D. 1897, the following Warrant was filed with the Clerk of this Court, to-wit:

Warrant
7400
John N. Laird
vs
Isaac Laird et al
Court of Common Pleas
Union County, Ohio.

We, the undersigned, parties defendant in the above entitled action, for the partition of certain real estate, hereby waive the issuing and service of summons in said action and voluntarily enter our appearance therein, this 31st day of July, 1897.

Allen Laird
Lucy Laird
Liberius A. Laird
Flora Laird

Entry
7400

filed
John
Isaac
istrator
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On the 21st day of August A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7400
John N. Laird
vs
Isaac Laird et al
Court of Common Pleas
Union County, Ohio.

To the Clerk

Issue summons in this to the sheriff of Union County, Ohio, for the defendant, Theodorus Wood returnable according to law.

J. E. Griffith
Attorney for Plaintiff.

Answer Ed
Cross-petition of
S. N. McElmond
7400

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Ohio,
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On the 21st day of August A. D. 1897, the following Summons was issued to the Sheriff of Union County, Ohio.

Summons
To the Sheriff of Union County:
The State of Ohio, Union County.

You are hereby commanded to notify Theodorus Wood that he has been sued by John N. Laird in the Court of Common Pleas of Union County, and must answer by the 18th day of September A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment

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rendered accordingly.

You will make due return of this summons on the 30th day of August A. D. 1897.

Witness my hand and the seal of said Court, this 21st day of August A. D. 1897.

J. N. Gosnell Clerk

On the 25th day of August A. D. 1897, the Sheriff of said County returned said writ to the clerk's office in said County which return is as follows;

Sherriff's Return

Sherriff's Fees	\$	do
Service & Return		50
Mileage		64
Copy		15
Total		129

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

Received this writ August 21st A. D. 1897, at 4 o'clock P. M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to Thaddeus Wood by leaving at his usual place of residence on Aug. 27th 1897.

J. Ed Robinson Sheriff.

On the 9th day of September A. D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Entry 74.00

John N. Laird | Court of Common Pleas
vs | Union County, Ohio.
Isaac Laird et al

On motion the defendant John N. Laird as Administrator of Orsus Laird, deceased, is granted leave to answer herein by the 13th day of September, 1897.

Answer & Cross-petition of S. N. Mclelland 74.00

On the 10th day of September A. D. 1897, the following answer and cross-petition was filed with the clerk of this Court, to-wit:

John N. Laird | Court of Common Pleas
vs | Union County, Ohio.
Isaac Laird et al

Now comes S. N. Mclelland, having by the order of the Court been made a party herein, and by leave of Court filed his answer and cross-petition herein; and says that on the 18th day of January A. D. 1896, by the consideration of A. H. Kelleprath, a Justice of the Peace for Paris Township, Union County, Ohio, he obtained a judgment against one of said defendants, to-wit, G. H. Laird, in the sum of Twenty-eight Dollars (\$28) debt and \$3.10 with 8% interest on said judgment.

On the 18th day of January, 1896, said S. N. Mclelland filed a transcript of said judgment with the clerk of this Court and thereby obtained a lien on the premises described in the plaintiff's petition herein, the increased costs on said transcript at the time of filing this answer was fifty cents, all of which costs were paid by said S. N. Mclelland.

Said judgment was entered by the Clerk of this Court in execution lien Docket No. 2, Page 5811.

Said judgment remained in force unversed and unsatisfied.

Said judgment remained in full force and un-
satisfied.

Said defendant S. N. McCloud therefore asks that out
of the proceeds of the sale of said premises there be paid
the amount of said judgment and costs from the share
of J. H. Laird to-wit; the sum of \$31.60, with interest on \$28
at 8 per cent per annum from January 18th 1896, and with
interest on \$3.60 (costs) thereof at 6 per cent per annum
from January 18th 1896, and for all other and proper relief
in the premises.

J. H. McCloud
Scty. for S. N. McCloud.

State of Ohio, Union County, ss.

S. N. McCloud, being duly sworn says,
the facts stated and the allegations in the foregoing plead-
ings are true.

Sworn to and subscribed by said S. N. McCloud
in my presence this 10th day of September, 1897,

(seal)

Thomas Mulcahy
Notary Public.

On the 27th day of September A. D. 1897, the following entry
was filed with the clerk of this Court, to-wit;

Entry
7400

John N. Laird
vs
Isaac Laird et al

Court of Common Pleas
Union County, Ohio.

This cause now coming on for hearing on the
petition and the evidence, the Court find that all of the de-
fendants have had due legal notice of the pendency and
demand of said petition, and that with the exception of
S. N. McCloud, they are in default for answer and demurrer
therein, and that the answer and cross-petition of said
S. N. McCloud does not contradict or deny any of the alle-
gations of the petition, but goes only to the question of
distribution.

Whereupon the Court further find that the plaintiff
defendants hereinafter named are tenants in common in
the estate described in the petition;

And that the plaintiff John N. Laird has a
legal right to the one-fifteenth part of said estate, and
the defendants Isaac Laird, Samuel D. Laird, William Laird,
James O. Laird, George B. Laird, Allen Laird, Anna Laird,
Lincoln A. Laird, Lula Fields, Bessie Laird, Mollie Sarno,
Ray S. Laird, Frank Laird and Clarence Laird, each have
a legal right to the one-fifteenth part thereof; and that
the plaintiff is entitled to have partition made of said
premises, as prayed for in his petition.

It is therefore ordered, adjudged and decreed
that partition of said estate be made, and J. C. Danforth,

Writ of
Partition

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= Levi Huran and Samuel Westlake, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make and set off the same.

And it is ordered that a writ issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are heretofore severally found entitled.

And of his proceedings herein, the said Sheriff is ordered to make due return.

Kirkcaldie & Griffith

Writ of Partition

On the 27th day of September A. D. 1897, the following Writ of Partition was issued by the Clerk of the Court, to-wit:

The State of Ohio, Union County.
To the Sheriff of said County:

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the September Term, A. D. 1897, in a civil action therein pending (for partition), wherein John N. Laird, the plaintiff, and Isaac Laird et al. the defendants, you are hereby commanded, that, by the oaths of J. C. Sampson, Levi Huran and Samuel Westlake, three judicious and disinterested freeholders of the vicinity who are sworn 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 Township of Leeburg, County of Union and State of Ohio, Survey No. 5506, and bounded and described as follows:

Beginning at a bush, ironwood and Hickory, corner to a lot sold to H. K. Kuchler; thence north eighty degrees east one hundred and sixty poles to two ashes and a hickory; thence south ten deg. east one hundred poles to two bushes and an ironwood; thence south eighty deg. west one hundred and sixty poles to two elms and a white oak; thence north ten deg. west one hundred poles to the beginning containing one hundred (100) acres more or less, being the same premises conveyed by William Leeper and wife to Isaac Laird, by Warranty Deed, dated November 22nd 1854, said Deed recorded in Record of Deeds, Union County, Ohio, Vol. 15, Pages 598 & 599.

Also the following tract situated in the same County, State, Township and Survey, and bounded and described as follows:

Beginning at a bush, hickory and ironwood, and north east corner of lot No. 19 of the sub-division of said Survey; thence north eighty deg. east one hundred and sixty poles to two ashes and hickory; thence north two deg. west one hundred poles to two hickories and an ash; thence north eighty deg. west one hundred and sixty poles to two ashes

and a sugar; thence south ten deg. east one hundred poles to the beginning, containing one hundred (100) acres more or less, being the same premises conveyed by Schuler Perkins and wife to Orsus Laird, by deed dated October 15th 1858, and recorded in Deed Records of Union County, Ohio Volume 22, Page 94.

Also another parcel of land, situated in the same County, State, Township and Survey, and bounded and described as follows.

Beginning at a stone, southeast corner of land formerly owned by A. Smith; thence north with the east line of said land four and one-half deg. west sixty-one and thirty-hundredths poles to a stake and stone in the line of said Smith's land; thence north eight deg. forty-nine deg. east one hundred and three and twenty-three hundredths poles to a stake and stone, northwest corner of a lot of land conveyed by Solomon Smith to W^m Palin, September 4th 1860; thence south eight and one-half deg. east sixty-one and forty-six hundredths poles to a stake and stone another corner to said Palin land; thence with the line of said land and the land of John McHenry south eighty-one and one-fourth deg. west one hundred and three and twenty-three hundredths poles to the beginning, containing forty (40) acres, more or less, being the same premises conveyed by Solomon Smith and wife to Orsus Laird by Deed dated September 4th 1860, and recorded in Union County, Ohio, Records of Deeds, Volume 23, pages 257 and 260. Among the persons named herein, and in the following proportions, to-wit:

- To John N. Laird plaintiff, the one-fifteenth part,
- " Isaac Laird defendant the one-fifteenth part,
- " Samuel D. Laird defendant the one-fifteenth part.
- " William Laird, defendant the one-fifteenth part.
- " James W. Laird defendant the one-fifteenth part.
- " George H. Laird defendant the one-fifteenth part.
- " Allen Laird defendant the one-fifteenth part.
- " Anna Laird defendant the one-fifteenth part.
- " Lincoln A. Laird defendant the one-fifteenth part.
- " Lula Fields defendant the one-fifteenth part.
- " Bessie Laird defendant the one-fifteenth part.
- " Willie Sams defendant the one-fifteenth part.
- " Ray J. Leard defendant, the one-fifteenth part.
- " Frank Laird defendant the one-fifteenth part.
- " Clarence Laird, defendant, the one-fifteenth 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.

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(seal) Witness my name and the seal of said Court of
 Common Pleas at the Court House in Marysville,
 this 27th day of September A. D. 1897,
 J. N. Grand Clerk

On the 28th day of September A. D. 1897, the Sheriff of said County
 returned said writ to the Clerk's office in said County, which re-
 turn is as follows:

Sherriff's Return.

Sherriff's Fees	\$ 65
Service	25
Chilage	96
Executing writ	1 00
Swearing Com.	25
Report "	25
Return	25
Total	2 96
Samuel Westlake, Com.	1 00
J. C. Danforth "	1 00
Levi Koran "	1 00

Sherriff's Return.
 As commanded by the foregoing
 writ of Partition, I have executed the same by the
 oaths of Samuel Westlake, J. C. Danforth and Levi
 Koran, causing said partition to be made, as will
 appear by the report of the Commissioners her-
 ewith returned.
 Given under my hand this 28th day of
 September A. D. 1897,
 J. Ed Robinson Sheriff.

Commissioners' Report.
 74 00

Commissioners' Report.
 Union County, Or.
 Court of Common Pleas.
 In Partition.
 According to the command of the writ of Part-
 ition in this case issued, and on the call of the Sheriff of said
 County, we, the undersigned Commissioners, after being first duly
 sworn, and upon actual view of the premises, we are of opinion
 that said real estate cannot be divided according to the demand
 of the writ without manifest injury to the value thereof, and
 we do estimate the value of the same at:
 First described tract appraised at \$35⁰⁰ per acre, Total \$3500⁰⁰.
 Second " " " " \$27⁰⁰ " " " " 2700⁰⁰.
 Third " " " " \$27⁰⁰ " " " " 1080⁰⁰.
 Grand Total \$7280⁰⁰

Given under our hands this 28th day of September
 A. D. 1897.
 Samuel Westlake }
 J. C. Danforth } Commissioners.
 Levi Koran }

Entry
 74 00

On the 28th day of September A. D. 1897, the following entry was
 filed with the Clerk of this Court, to-wit:
 John N. Laird }
 vs } Court of Common Pleas
 Isaac Laird et al } Union County, Or.

This cause came on for hearing upon the return of
 the Sheriff and the report of the Commissioners heretofore appoin-
 ted herein, and on motion to confirm the same.
 And it appearing from said report that said estate
 could not be divided by metes and bounds without injury to
 the value thereof, and that said Commissioners have made, and

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returned their appraisement of said estate at \$7280.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon motion of said parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public auction, on the premises, and that an order issue therefor to the Sheriff of said Union County, Ohio.

And said Sheriff is ordered to return his proceedings to the Court without unnecessary delay.

Approved

Daw, Judge.

On the 28th day of September A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt 74.00	John N. Laird vs Isaac Laird et al	Court of Common Pleas Union County, Ohio.
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To the Clerk of said Court;

Issue Order of Sale in Partition in the above entitled case, returnable according to law,

J. E. Griffith
Attorney for Plaintiff.

Order of Sale in Partition

On the 28th day of September A. D. 1897, the following Order of Sale in Partition was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.
To the Sheriff of said County: Greetings.

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the September Term, A. D. 1897, in a certain Petition for Partition, now pending in said Court, wherein John N. Laird Petitioner, and Isaac Laird et al Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition, described, to-wit:

In the Township of Leeburg, County of Union and State of Ohio, Survey No. 5506, and bounded and described as follows:

Beginning at a bush, ironwood and hickory, corner to a lot sold to A. K. Inglester; thence north eighty degrees east one hundred and sixty poles to two ash and a hickory; thence south ten degrees east one hundred poles to two beech and an ironwood; thence south eighty degrees west one hundred and sixty poles to two elm and a white oak; thence north ten degrees west one hundred poles to the beginning, containing one hundred (100) acres, more or less; being the same premises conveyed by William Leiper and wife to Mrs. Laird, by Warranty Deed, dated November 22nd, 1854, said deed recorded in Record of deeds, Union County,

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Ohio, Volume 18 Page 598 and 599.

Also the following tract, situated in the same Township, County and State and Survey, and bounded and described as follows:

Beginning at a bush, hickory and ironwood, the northeast corner of lot No. 19 of the Sub-division of said Survey; Thence north eighty degrees east one hundred and sixty poles to two ash and hickory; Thence north two degrees west one hundred poles to two hickories and an ash; Thence north eighty degrees west one hundred and sixty poles to two ash and a sugar; Thence south ten degrees east one hundred poles to the beginning, containing One hundred (100) acres more or less, being the same premises conveyed by Schuler Perkins and wife to Orso Laird by deed dated October 15th 1858, and recorded in said records of Union County, Ohio, Vol. 22, page 94.

Also another parcel of land, situated in the same Township, County, State and Survey, and bounded and described as follows:

Beginning at a stone, southeast corner of land formerly owned by A. Smith; Thence north with the east line of said land four and one-half degrees west sixty-one and ninety-six hundredths poles to a stake and stone in the line of said Smith's land; Thence north eight degrees forty-nine min. east one hundred and three and seventy-three hundredths poles to a stake and stone northwest corner of a lot of land conveyed by Solomon Smith to Wm. Palin, September 4th 1860; Thence south eight and one-half degrees east sixty-one and forty-six hundredths poles to a stake and stone another corner to said Palin's land; Thence with the said land and the land of John McKelvey south eighty-one and one-fourth degrees west one hundred and three and seventy-three hundredths poles to the beginning, containing Forty (40) acres more or less; being the same premises conveyed by Solomon Smith and wife to Orso Laird by deed dated September 4th 1860, in recorded in Union County, Ohio, Records of Deeds, Volume 23 pages 259 and 260. (To be sold on the premises)

Terms of Sale,

One third cash in hand; one-third in one year and one-third in two years; deferred payments to be secured by first mortgage on the premises.

First tract appraised at	\$3500.00
Second " " " "	2700.00
Third " " " "	1080.00
Total appraised at	\$7280.00

And that your proceedings in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof; and have you then and there this writ.

Witness my hand and the seal of said Court, at Dayton, Ohio, this 28th day of September A. D. 1897.

(seal)

J. N. Cornell Clerk

On the 10th day of November A. D. 1897, the following Order of Sale in Partition was returned by the Sheriff of said County to the Clerk of said Court, which return is as follows:

Sheriff's Fee	\$ 40
Service	25
Outage	96
Copy to Printer	25
Printage	5 40
Return	25
Total	7 11

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Dayton Tribune, a newspaper printed and of general circulation in said County, Ohio, and on the 9th day of November A. D. 1897,

at Two O'clock P. M. on said day on the premises, in said County, I offered, for sale, at public auction, the lands and tenements described in this writ; then and there appeared no bidder for the first and second described tracts; for the third described tract appeared William Kirk, who bid for the same Seven Hundred and Twenty-one Dollars.

And said sum being more than two-thirds of the appraised value; and he being the highest and best bidder, was declared the purchaser.

J. Ed Robinson Sheriff,
Union County, Ohio.

On the 26th day of November A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Proof of Publication	John N. Laird
74.00	Isaac Laird et al

Court of Common Pleas
Union County, Ohio.

Order of Sale in Partition.

By virtue of the above state writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale on the premises on Tuesday November the 9th, 1897, at or about the hour of Two O'clock P. M. on said day, the following described real estate, to-wit:

Situate in the Township of Leeburg, County of Union and State of Ohio, Survey No. 6506, bounded and described as follows:

Beginning at a bush, ironwood and hickory corner to a lot sold to H. Winchester; thence north eighty degrees east one hundred and sixty poles to two ash and a hickory; thence south ten degrees east one hundred poles to two beeches and an ironwood; thence south eighty degrees west one hundred and sixty poles to two elms and a white oak; thence north ten degrees west one hundred poles to the beginning containing one hundred (100) acres more or less, being the same premises conveyed by William Leeper and wife to Moses Laird, by Warranty deed dated November 22nd, 1864,

Said deed recorded in Records of Deeds, Union County, Ohio, Volume 18, pages 598 and 599.

Also the following tract situated in the same Township, County, State and survey, and bounded and described as follows;

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Beginning at a bush, hickory and ironwood the
 northeast corner of lot No. 19 of the sub-division of said
 survey; thence north eighty degrees east one hundred
 and sixty poles to two ash and hickory; thence north
 two degrees west one hundred poles to two hickories and
 an ash; thence north eighty degrees west one hundred
 and sixty poles to two poles and a sugar; thence
 south ten degrees east one hundred poles to the beginning,
 containing one hundred (100) acres more or less, being
 the same premises conveyed by Schuler Perkins and wife
 to Orso Laird, by deed dated October 15th, 1855, and re-
 corded in Deed Records of Union County, Ohio, Volume 22,
 page 94.

Also another parcel of land situate in the same
 township, county, state and survey, and bounded and described
 as follows;

Beginning at a stone southeast corner of land
 formerly owned by A. Smith; thence north with the
 east line of said land four and one-half degrees,
 west fifty-one and ninety-six hundredths poles to a stake
 and stone in the line of said Smith's land; thence north
 eight degrees and forty-nine min. east one hundred and
 three and seventy-three one hundredths poles to a stake and
 stone northwest corner of a lot of land conveyed by Sol-
 omon Smith to William Palin, September 4th 1860; thence
 south eight and one-half degrees east fifty-one and forty-
 six hundredths poles to a stake and stone another corner
 to said Palin's land; thence with the line of said land
 and the land of John McKelvey south eighty-one and
 one-fourth degrees west one hundred and three and seventy-
 three hundredths poles to the beginning, containing forty
 (40) acres, more or less, being the same premises conveyed
 by Solomon Smith and wife to Orso Laird, by deed
 dated September 4th 1860, and recorded in Union County,
 Ohio, Records of Deeds, Vol. 23, pages 259 and 260.

First tract of 100 acres appraised at	\$3500.
Second tract of 100 acres appraised at	\$2700.
Third tract of 40 acres appraised at	\$1080.
Total	\$7280.

Terms of sale, one-third cash in hand, one-third in
 one year and one-third in two years; deferred payments
 to be secured by first mortgage on the premises.

J. Ed Robinson, Sheriff,
 Union County, Ohio.

Sept. 29, 1897.

The State of Ohio, Union County, ss:

The undersigned being duly sworn,
 says that a copy of the annexed notice was published for
 five consecutive weeks in "The Waynesville Tribune," a newspaper
 printed in and of general circulation in the County of

Union, the first publication beginning with September 30, 1897.

H. C. Shearer,

Sum to and subscribed before me, this 26th day of November, 1897.

(seal)

J. N. Donnell Clerk

Printers Fee \$27.00

On the 11th day of October A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry
74.00 John N. Laird vs Isaac Laird et al
Court of Common Pleas
Union County, Ohio.

For good cause shown, leave is granted to John N. Laird, Adm. of Moses Laird, deceased, to file answer herein within thirty (30) days.

On the 16th day of October A. D. 1897, the following answer to cross-petition was filed with the Clerk of this Court, to-wit:

Answer and Cross-petition of John N. Laird, Adm. vs Isaac Laird et al
74.00
Court of Common Pleas
Union County, Ohio.

Now comes John N. Laird, says he is the duly appointed and qualified Administrator of the estate of Moses Laird, deceased, and by way of cross-petition herein says:

That on the 9th day of September, 1895, by the consideration of the Court of Common Pleas in and for the County of Union, and State of Ohio, at its September Term of said year, one A. S. Morgridge recovered a judgment against the defendant Samuel D. Laird, named in said proceeding as "S. D. Laird," and the said Moses Laird, upon a note in which said Samuel D. Laird was principal and said Moses Laird surety, for \$334.21, with interest at 6 1/2 % from that date, debt, and \$4.12 costs.

That said S. D. Laird, on the 18th day of November, 1895, paid \$25.00 to apply upon said judgment and said \$4.12 costs and no more; and the defendant as such Administrator, on the 9th day of April, 1897, was compelled to and did pay the balance of said judgment, whereupon he was subrogated to the rights of said A. S. Morgridge in said judgment.

Said judgment is still in full force as to said Samuel D. Laird, and wholly due and unpaid, except as above set out, and is, and has been, a subsisting lien upon the interest of said Samuel D. Laird in the premises described in the petition since the death of said Moses Laird.

Therefore this defendant prays that the remainder of said judgment and interest, not paid by said Samuel D. Laird, be directed to be paid to him out of the interest of said Samuel D. Laird in the proceeds of the sale of

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said premises, and for all other proper relief.
J. E. Griffith, atty. for
John N. Laird, Adminr.

State of Ohio, Union County, ss:
John N. Laird, Administrator of Mrs
Laird, deceased, being duly sworn says he believes the allega-
tions in the foregoing pleading are true.
John N. Laird, Administrator,
sworn to and subscribed before me this 16th day
of October, A. D. 1897,

(seal)

J. H. Tilton
Notary Public

Cross-petition
of John N.
Laird, Adminr.
7400

On the 16th day of October A. D. 1897, the following Cross-petition was
filed with the Clerk of this Court, to-wit:
John N. Laird
vs
Isaac Laird et al
Court of Common Pleas
Union County, Ohio.

Now comes John N. Laird, says he is the duly
appointed and qualified Administrator of the estate of Mrs
Laird, deceased, and by way of Cross-petition herein, says
that he, as such Administrator, on the 6th day
of October, 1897, by the consideration of the Court of Common
Pleas in and for Union County, Ohio, at its September Term
of said year, reversed a judgment against the defendants
Adaline Laird and William Laird for Six Hundred and
Ninety-Seven and 79/100 (\$697⁷⁹) Dollars debt, and \$ costs.

That said judgment is still in full force, is
wholly due and unpaid, and is, and has been, a sub-
sisting lien on said premises from September 6th, 1897, the
first day of said September term.

Wherefore this defendant prays that his said
claim may be satisfied out of the proceeds of the sale
of the premises described in the petition, in the order
of its just priority from the portion belonging to said
Adaline Laird and William Laird, and that he may be
granted all other proper relief.

J. E. Griffith, Atty. for
John N. Laird, Administrator.

State of Ohio, Union County, ss:
John N. Laird, Administrator of Mrs Laird,
deceased, being duly sworn, says he believes the allegations con-
tained in the foregoing pleading are true.
John N. Laird
Administrator.

sworn to and subscribed before me, this 16th day
of October, A. D. 1897,

(seal)

J. H. Tilton
Notary Public

On the 26th day of November A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7400

John N. Laird
vs
Isaac Laird et al
Court of Common Pleas
Union County, Ohio.

Receipt
7400
of Sale
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This cause now coming on for hearing upon the answer and cross-petition of S. N. McElwood, and the answer and cross-petition of John N. Laird, as Adm^r of Moses Laird, deceased, and the evidence, the Court find that all parties to the action are in default for answer and demurrer to said cross-petition and that the allegations therein contained are confessed by all the parties to be true; and that said S. N. McElwood has a valid and subsisting lien, as in his cross-petition alleged, against the interest of the defendant George H. Laird in the premises described in the petition for the sum of \$35⁰⁰, which is ordered to be paid out of the proceeds arising from the sale of said premises, with interest from this day.

Alias
Order of Sale
in
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of Sale
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The Court further find that the defendant John N. Laird, as Adm^r of Moses Laird, has a valid and subsisting lien against the interest of William Laird and Adaline Laird in said premises for the sum of \$697⁷⁵ and \$ costs, with interest from September 6, 1897, and against the interest of Samuel D. Laird in said premises for the sum of \$333⁷⁶ and interest at 6 1/2 % from this day.

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And it is ordered that said several sums be paid to said John N. Laird, as said Adm^r out of the respective interests of said defendants in the proceeds of the sale of said premises.

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And on motion of the plaintiff, and upon his producing the return of the Sheriff of his proceedings and sale of the third described tract of land, consisting of forty (40) acres, 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 due duty executed, to convey said premises, viz: the said 40 acre tract, to William Hink, the purchaser.

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It is further ordered that the Sheriff, out of the proceeds of said sale, amounting to \$721⁰⁰, pay:

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First = To the Treasurer of Union County, Ohio, being the taxes, and penalty on said premises.

County

Secondly = To J. E. Griffith, as counsel fee for his services herein by agreement the sum of \$25⁰⁰, and the balance of the money remaining in his hands the said Sheriff is ordered to retain for further order.

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J. H. Hink, Atty. for McElwood
J. E. Griffith Atty. for Plaintiff.

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On the 10th day of November A. D. 1897, the following Alias Order of Sale was issued by the Clerk of this Court, to-wit:

John N. Laird
vs
Isaac Laird et al

Court of Common Pleas
Union County, Ohio.

To the Clerk of said Court:
Issue Alias Order of Sale in the above case directed to the Sheriff of Union County, Ohio, for the sale of all of the premises except the 40 acre tract, returnable according to law.

J. E. Griffith
Attorney for Off.

Alias
Order of Sale
in
Partition

On the 10th day of November A. D. 1897, the following Alias 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, in pursuance of the order of our Court of Common Pleas, within and for said County, at the September Term thereof, A. D. 1897, in a certain Petition for Partition, at that time pending in said Court, wherein John N. Laird petitioner, and Isaac Laird et al respondents, a writ is issued out of said Court, on the 28th day of September, for the sale of the lands and tenements in said petition described, to-wit:

Situate in said County of Union, State of Ohio, Township of Leisburg, Survey No. 5506, and bounded and described as follows:

Beginning at a beech, ironwood and hickory corner to a lot sold to H. Winchester: thence north eighty degrees east one hundred and sixty poles to two ash and a hickory; thence south ten degrees east one hundred poles to two beeches and an ironwood; thence south eighty degrees west one hundred and sixty poles to two elms and a white oak; thence north ten degrees west one hundred poles to the beginning, containing one hundred (100) acres more or less.

Being the same premises conveyed by William Leiper and wife to Mrs. Laird, by Warranty Deed, dated November 22nd, 1854.

Said deed recorded in record of deeds, Union County, Ohio, Vol. 18, pages 598 and 599.

Also the following tract, situate in the same County, State, Township and Survey, and bounded and described as follows:

Beginning at a beech, hickory and ironwood, the north east corner of lot No. 19 of the Sub-division of said Survey; thence north eighty degrees east one hundred and sixty poles to two ash and hickory; thence north two degrees west one hundred poles to two hickories and an

ash; three north eighty degrees west one hundred and sixty poles to two ashus and a sugar; three south ten degrees east one hundred poles to the beginning, containing one hundred (100) acres more or less.

Being the same premises conveyed by Schuyler Perkins and wife to Wm. Laird by deed dated October 15th, 1858, and recorded in deed records of Union County Ohio, Vol. 22, page 94.

And whereas, no sale was had under said order, in first and second tract described.

We therefore command you, that you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to-wit: First tract \$3370⁰⁰; second tract \$2700⁰⁰; and that your proceedings in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof; and have you then and there this writ.

Witness my hand and the seal of the said Court, this 10th day of November, A.D. 1897,
J. N. Gosnell Clerk.

On the 11th day of December A.D. 1897, 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	\$ 60
Service	25
Copy to Printer	25
Poundage	20 64
Return	25
Dues & Printing Charges	6 50
Total	27 89

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Mansfield Tribune, a newspaper printed and in general circulation in Union County, Ohio; and on the 11th day of December A.D.

1897, at one o'clock P. M. on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this writ; there and there appeared Charles H. Sams and Ray J. Laird who bid for the first described tract, Twenty Three Hundred and Fifty Dollars (\$2350.00); also there and there appeared Anna J. Laird and Bessie Laird, who bid for the second described tract, Nineteen Hundred and Five Dollars (\$1905.00), said sum being more than two-thirds the appraised value; and they being the highest and best bidder, were declared the purchasers.

Proof of Publication

On the 29th day of December A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:
John N. Laird
vs
Esaac Laird et al
Court of Common Pleas,
Union County, Ohio.

By virtue of the above stated writ to me directed,

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from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, December 11, 1897, 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 Leeburg, County of Union and state of Ohio, Survey No. 6506 and bounded and described as follows;

Beginning at a beech, ironwood and hickory, corner to a lot sold to H. Kinchester; thence north eighty degrees east one hundred and sixty poles to two ash and a hickory; thence south ten degrees east one hundred poles to two beech and an ironwood; thence south eighty degrees west one hundred and sixty poles to two elm and a white oak; thence north ten degrees west one hundred poles to the beginning, containing one hundred (100) acres, more or less; being the same premises conveyed by William Lefor and wife to Orso Laird by warrant deed, dated November 22, 1854, said deed recorded in Records of Deeds, Union County, Ohio, Volume 18, pages 598 and 599.

Also the following tract situated in the same Township, County, state and survey, and bounded and described as follows;

Beginning at a beech, hickory and ironwood the north east corner of lot No. 19 of the subdivision of said survey; thence north eighty degrees east one hundred and sixty poles to two ash and hickory; thence north two degrees west one hundred poles to two hickories and an ash; thence north eighty degrees west one hundred and sixty poles to the beginning, containing one hundred (100) acres more or less, being the same premises conveyed by Schuler Perkins and wife to Orso Laird by deed dated October 15th 1858, and recorded in Deed Records of Union County, Ohio Volume 22, page 94.

First tract of 100 acres appraised at \$3500.

Second tract of 100 acres appraised at \$2700.

Terms of sale, one-third cash in hand, one-third in one year and one-third in two years, deferred payments to be secured by first mortgage on premises.

J. Ed Robinson, Sheriff of Union County, Ohio.

Nov. 19, 1897.

The State of Ohio, Union County, ss.

The undersigned being duly sworn says, that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with November 17, 1897.

W. O. Shaur

Sworn to and subscribed before me, this 29th day of December, 1897.

Printers' Fee, \$1900.

(seal)

J. N. Yarnall Clerk

Continued on page 884

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January, to-wit: on the 3rd day of January, in the year of our Lord One thousand Eight Hundred and Ninety Eight.

Be it remembered that hitherto to-wit, on the 4th day of December A. D. 1896, The Citizens Home and Savings Company, filed in the Clerks office of the said Court of Common Pleas, the following Petition against Margaret Nicely, to-wit:

Petition
7258

The Citizens Home and Savings Company
vs
Margaret Nicely

The said plaintiff The Citizens Home and Savings Company says:

That it is an Association duly organized and incorporated under the Laws of the State of Ohio, providing for the incorporation of Building and Loan Associations, and that its principal office is at Marysville, Ohio.

I. First cause of action;

For a first cause of action the said plaintiff, The Citizens Home and Savings Company says;

That on the 27th day of May, 1895, the said defendant, Margaret Nicely, made and delivered to said Company her Contract, in writing, of which the following is a copy.

\$300.00

Marysville, Ohio, May 27th 1895.
Received of the Citizens Home and Savings Company, of Marysville, Ohio, Three Hundred Dollars, as a loan on three shares of stock, No. 1312 owned by Margaret Nicely, in said Company.

I agree to pay to said Company weekly, not less than 75^{cs} Dollars, which shall be applied as follows:

First. To the payment of any fines or other assessments made against me in pursuance of the by-laws of said Company.

Second. To the payment of the premium for precedence due on said loan, amounting to 1⁴/₁₀₀ Dollars per week.

Third. To the payment of the interest due on said loan, amounting to 3⁴/₁₀₀ Dollars per week.

Fourth. The balance of said payment shall be credited as due on said stock.

Said payments shall be continued until the due or credited on said stock together with the dividends declared thereon, shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at

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Margaret Nicely.

No. 608.

The By-Laws of said Company providing for the assessment of fines is as follows:

Sec. 31.

Should any borrowing member fail to pay the weekly amount required to be paid on his stock he shall be fined five cents on each one hundred dollars of stock held by him for each failure, and after eight failures the whole amount of his loan shall become due, and the Board of Directors shall order the mortgage to be foreclosed.

II. Second Cause of Action.

For a second cause of action the said plaintiff, The Citizens Home and Savings Company says:

That on the 27th day of May, 1895, and to secure the said loan, and weekly payments, set forth in said contract in said first cause of action herein, the said defendant, Margaret Nicely, who then was, and now is, an unmarried woman, executed and delivered to said plaintiff, The Citizens Home and Savings Company her mortgage deed and thereby conveyed to said Company the following described real estate, viz:

Situate in the Village of Marysville, County of Union, and State of Ohio, part of Survey No. 3354,

Beginning at a stone in the north line of Sixth Street and four poles west of the S. W. corner of In-Lot No. 450; thence westerly with the north line of Sixth Street, 4 poles to a stone; thence northerly at right angles to said Street 10 poles to a stake; thence easterly 4 poles to a stake, four poles west of the west line of said lot No. 450; thence southerly 10 poles to the place of beginning, containing Forty (40) Poles, more or less.

The conditions contained in said mortgage was as follows:

Provided, nevertheless, and these presents are upon these conditions;

That, whereas, the said Margaret Nicely, has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$300.00

Marysville, Ohio, May 27th 1895.

Received of The Citizens Home and Savings Company, of Marysville, Ohio, Three Hundred Dollars, as a loan on three Shares of Stock, No. 1312, owned by Margaret Nicely in said Company.

I agree to pay to said Company weekly, not less than ⁷⁵70 Dollars, which shall be applied as follows:

First. To the payment of any fines or other assessments made against me in pursuance of the By-Laws of said Company.

Second. To the payment of the premium for precedence due on said loan, amounting to \$1.00 Dollars per week.
 Third. To the payment of the interest due on said loan, amounting to \$6.00 Dollars per week.
 Fourth. To the payment of any sum of money expended by said Company for insurance of mortgaged property as required by the By-Laws of said Company.
 Fifth. The balance of said payments shall be credited as due on said stock.

Said payments shall be continued until the due or credited on said stock, together with the dividends declared thereon shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

(Signed) Margaret Nicely.

Now if the said Margaret Nicely shall pay to said Company, its successors or assigns, the said sum of money when due as set forth by said contract, then these presents shall be void.

On the 27th day of May, A. D. 1895, at 8^o O'clock P. M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 33, page 366 of the Records of Mortgages of said County.

III. Third cause of Action

For a third cause of action the said plaintiff, The Citizens Home and Savings Company says:

That on the 21st day of January, 1896, the said defendant, Margaret Nicely, made and delivered to said Company her contract, in writing, of which the following is a copy.

\$100.00

Received of The Citizens Home and Savings Company, of Mansville, Ohio, One Hundred Dollars, as a loan on one share of stock, No. 1312 owned by Margaret Nicely in said company.

I agree to pay to said Company weekly, not less than \$7.00 Dollars, which shall be applied as follows:

First. To the payment of any fines or other assessments made against me in pursuance of the by-laws of said Company.

Second. To the payment of the premium for precedence due on said loan, amounting to \$1.00 Dollars per week.

Third. To the payment of the interest due on said loan, amounting to \$7.00 Dollars per week.

Fourth. The balance of said payments shall be credited as due on said stock.

Said payments shall be continued until the due or credited on said stock together with the dividends

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= declared thereon, shall equal the amount loaned.
Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

Margaret Nicely.

No. 700.

The By-Laws of said Company providing for the assessment of fines is as follows;

Sec. 31. Should any borrowing member fail to pay the weekly amount required to be paid on his stock he shall be fined five cents on each one hundred dollars of stock held by him for each failure, and after eight failures the whole amount of his loan shall become due, and the Board of Directors shall order the mortgage to be foreclosed.

The said defendant Margaret Nicely has paid to said Company on the first and third cause of action the sum of Thirty Three and 2/100 Dollars which has been applied according to the terms of said Contract as follows;

For fines \$ 2.00; for premium \$ 5.00; for interest \$ 17.00, and the remainder, \$ 9.00, has been credited as due on said stock.

The dividends declared on said stock are 2/100 Dollars.

The said defendant Margaret Nicely has failed to make the weekly payments as agreed to be paid in said Contract for 35 weeks, the last payment having been made on said stock on the 30th day of March, 1896.

IV. Fourth Cause of action:

For a fourth cause of action the said plaintiff The Citizens Home and Savings Company says;

That on the 21st day of January, 1896, and to secure the said loan, and weekly payments, set forth in said Contract in said first cause of action herein, the said defendant Margaret Nicely executed and delivered to said plaintiff The Citizens Home and Savings Company her mortgage deed and thereby conveyed to said Company the following described real estate, viz:

Situate in the Village of Marysville, County of Union, and State of Ohio, and being the same premises described in the second cause of action herein.

The condition contained in said mortgage was as follows:

Provided, nevertheless, and these premises are upon these conditions: that whereas, the said Margaret Nicely, has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$ 100.00 Marysville, Ohio, January 21st 1896.

Received of the Citizens Home and Savings Company, of Marysville, Ohio, One Hundred Dollars, as a loan on one share of stock, No. 1312, owned by Margaret Nicely in said Company.

I agree to pay to said Company weekly, not less than \$7.00 Dollars, which shall be applied as follows;

First. To the payment of any fines or other assessments made against me in pursuance of the By-Laws of said Company.

Second. To the payment of the premium for precedence due on said loan, amounting to \$4.00 Dollars per week.

Third. To the payment of the interest due on said loan, amounting to \$7.00 Dollars per week.

Fourth. To the payment of any sum of money expended by said Company for insurance of mortgaged property as required by the By-Laws of said Company.

Fifth. The balance of said payments shall be credited as due on said stock,

Said payments shall be continued until the due or credited on said stock, together with the dividends declared thereon shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

(Signed) Margaret Nieldy.

Now, if the said Margaret Nieldy, shall pay to said Company, its successors or assigns, the said sums of money when due as set forth by said Contract, then these presents shall be void.

On the 21st day of January, A. D. 1896, at 1³⁰ O'clock P. M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 37, page 31 of the Records of Mortgages of said County.

Said Mortgage deed has become absolute.

There is due and remaining unpaid upon said contracts set forth in the first and third causes of action herein the sum of Three Hundred and Eighty Nine and \$7.00 Dollars, on the 30th day of March, 1896; and the further sum provided in said Contract, viz:

For fines \$2.00 Dollars; for premium \$4.00 Dollars and for interest \$7.00 Dollars, in all \$13.00 Dollars for each and every week from and after said 30th day of March 1896.

The said plaintiff, the Citizens Home and Savings Company, therefore, asks judgment against said Margaret Nieldy for said sum of Three Hundred and Eighty Nine and \$7.00 Dollars, and \$13.00 Dollars for each and every week from and after March 30th 1896;

That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof be applied to the payment of said indebtedness of Three Hundred and Eighty Nine and \$7.00 Dollars, and \$13.00 Dollars additional from and after the 30th day of March, 1896, until paid, and for all proper relief in the premises.

Summons

Sherriff's Return

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The State of Ohio, County of Union, ss.
John M. Brodrick, Attorney for said
The Citizens Home and Savings Company.

John M. Brodrick, being sworn, makes
oath that he is the attorney of said plaintiff, The Citizens Home
and Savings Company, and that the facts stated in the foregoing
petition are, as affiant believes, true.

Sworn to by said John M. Brodrick before me and
signed by him in my presence this 4th day of December, 1896,
(seal)
John M. Brodrick
J. A. Gosnell Deputy Clerk of
Court in and for Union County, Ohio.

To the Clerk:
Issue summons for the defendant Margaret Nieldy to
the Sheriff of Union County, Ohio, returnable according to law.
Indorse: "Judgment and foreclosure of mortgage, Amount
claimed \$389.25 and \$¹⁰ weekly from and after March 30th 1896."
John M. Brodrick
Attorney for Plaintiff.

Summons

On the 4th day of December A. D. 1896, the following summons was
issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.
To the Sheriff of said County:

You are hereby commanded to notify Margaret Nieldy
that she has been sued by The Citizens Home and Savings
Company, in the Court of Common Pleas of Union County,
and must answer by the 2nd day of January A. D. 1897, or
the petition of the said plaintiff will be taken as true, and
judgment rendered accordingly.

You will make due return of this summons
on the 14th day of December, A. D. 1896.

Witness my hand and the seal of said Court, this
(seal) 4th day of December A. D. 1896.

J. A. Gosnell Clerk
By J. A. Gosnell Deputy

On the 12th day of December A. D. 1896, 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 Fee	to	The State of Ohio, Union County,
Service & Return	50	
Mileage	16	
Copy	15	
Total	81	

Received this writ December 4th
A. D. 1896, at 4 o'clock P. M. and served same by hand
giving a true copy of this writ with the indor-
sements thereon to Margaret Nieldy on the 12th
day of December A. D. 1896, personally.
Wm. Swadgrass, Sheriff.

Indorsed "In action for judgment and foreclosure of
Mortgage, Amount claimed \$389.25 and \$¹⁰ weekly from and after
March 30th, 1896.

John M. Brodrick Off's Atty.

On the 5th day of January A. D. the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7253

The Citizens Home & Savings Company
vs
Margaret Nicely

Court of Common Pleas
Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendant has been duly served with summons in this case, and that she is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by her to be true, and that there is due the plaintiff from the defendant, on the contract in writing set forth in the petition, with weekly payments to the first day of this term the sum of Four Hundred and Twenty Three and 5⁵/₁₀₀ Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendant, who then was, and now is, an unmarried woman, executed and delivered to said plaintiff, her two certain mortgages as in the petition described and on the premises therein described; that said mortgage was duly recorded in Volume 33 page 266 and Volume 37 page 31, respectively of the records of mortgages of Union County, Ohio, and are good and valid liens on the premises described in the petition, and that the conditions in said mortgages have been broken.

It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant the said sum of Four Hundred and Twenty Three and 5⁵/₁₀₀ Dollars, and 4⁰⁰/₁₀₀ Dollars for each and every week from and after January 4th 1897, and its costs herein expended.

And it is further ordered and decreed that unless the defendant 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 said weekly payments aforesaid, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

John M. Bondrich
Atty. for Plff.

On the 16th day of November A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7253

The Citizens Home & Savings Co.

Margaret Nicely

Court of Common Pleas
Union County, Ohio.

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To the Clerk of said Court;
Issue Order of Sale in the above case directed to the Sheriff of Union County, returnable according to law.

John W. Brodrick
Attorney for Plaintiff

On the 16th day of November A. D. 1897, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Order of Sale

The State of Ohio, Union County, ss.

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 5th day of January, 1897, The Citizens Home and Savings Company, obtained a Judgment and Decree against Margaret Nicely for the sum of Four Hundred and Twenty Three and 57/100 Dollars, and costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Margaret Nicely within three days from the 5th day of January, A. D. 1897, pay unto the said The Citizens Home and Savings Company the said sum of Four Hundred and Twenty Three and 57/100 Dollars, and 87/100 Dollars costs of suit and after January 4th, 1897, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs' petition, &c.

And whereas, the three days aforesaid have fully expired, and the said sum of Four Hundred and Twenty Three and 57/100 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, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit:

In the Village of Marysville, Part of Survey No. 3354, beginning at a stone in the north line of Sixth Street and four poles west of the S. W. corner of one Lot No. 450; thence westerly with the north line of Sixth Street 4 poles to a stone; thence northerly at right angles to said Street 10 poles to a stake; thence easterly 4 poles to a stake four poles to a stake, four poles west of the west line of said lot No. 450; thence southerly 10 poles to the place of beginning, containing Forty (40) Rods, 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 Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my Signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 16th day of November A.D. 1897,
 J. N. Gosnell Clerk.

By J. N. Gosnell Deputy Clerk

Afterward on the 18th day of December A. D. 1897, 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	\$ do
Service	25
Levy	25
Sum. Appraisers	1 20
Swearing "	25
Writing Appraisal	25
Copy of "	25
Notice to Printer	25
Writing Notice	25
Mileage	16
Poundage	7 72
Return	25
Total	11 08
Appraisers' Fees	3 00

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

In obedience to the command of the order of sale hereto annexed, I did on the 17th day of November, 1897, summon H. G. Vosburg, J. C. Kennedy and Lefe Muller, three disinterested freeholders, residents of said County, who were by me duly sworn to inquire and partially appraise the lands and tenements therein described, upon actual view, and afterward, on the 17th day of November A. D. 1897, 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 Seven Hundred Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 11th day of November, 1897, I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 18th day of December, A. D. 1897, at one o'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit, five consecutive weeks; and in pursuance to said notice, I did on said 18th day of December, A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came R. D. Reed, who bid for the same the sum of Five Hundred and Fifty Dollars, and said sum being more than two-thirds of the appraised value thereof, and said R. D. Reed being the highest and best bidder

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therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Five Hundred and Fifteen Dollars.

J. Ed Robinson, Sheriff

On the 29th day of December A. D. 1897, the following Proof of Publication was filed with the clerk of this Court, to-wit:

Proof of The Citizens Home Ed
Publication Savings Company

Court of Common Pleas
Union County, Ohio

7253

Margaret Nieldy

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, December 18, 1897, at or about the hour of one o'clock P. M. of said day the following described real estate to-wit:

Situate in the Township of Paris, County of Union and State of Ohio, and bounded and described as follows;

In the Village of Marysville, part of Survey No. 3354; Beginning at a stone in the north line of Sixth Street and four poles west of the southwest corner of In. lot No. 450; thence westerly with the north line of Sixth Street 4 poles to a stone; thence northerly at right angles to said street 10 poles to a stake; thence easterly four poles to a stake four poles west of the west line of said lot No. 450; thence southerly 10 poles to the place of beginning, containing forty (40) rods more or less.

Appraised at \$700.00

Terms of sale cash.

J. Ed Robinson, Sheriff
Union County, Ohio.

November 17, 1897.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with November 10, 1897.

W. O. Shearer

Sworn to and subscribed before me this 29th day of December, 1897.

(seal)

J. N. Gosnell Clerk
By J. A. Gosnell Deputy

Printers Fee \$12 75

On the 8th day of January A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7253

The Citizens Home & Savings Company

Court of Common Pleas
Union County, Ohio.

Margaret Nicely

This day came the defendant, Margaret Nicely, and redeemed said premises in the petition described from Judicial sale; Case settled and costs paid.

John W. Broadish
Attorney for Plaintiff.

Attest

J. M. Boswell
Clerk

By Geo. A. Gosnell Deputy.



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Clerk continued and held at the Court House in
Waynesville, within and for the County of Union, in the Tenth
Judicial District of the Court of Common Pleas of the State
of Ohio, before the Honorable Duncan Dow, Judge of said
Court, of the Term of January, 1898; on the 3rd day of
January, in the year of our Lord One Thousand Eight Hun-
dred and Ninety Eight.

Be It remembered that heretofore on the 22nd day
of July A. D. 1897, The Citizens Home and Savings Company
filed in the Clerk's office of the said Court of Common
Pleas, the following Petition against David J. Kelch et al. w-rit:

Petition

The Citizens Home and
Savings Company
vs
David J. Kelch; Emma
Kelch, his wife; Eli
Koran; Lorena Koran,
his wife; Frank Gibson;
The Waynesville Lumber Co;
Church Bros. and Heild;
Joseph Browning; George
Wilson and H. Hill

Court of Common Pleas
Union County, Ohio.

The plaintiff, The Citizens Home and Savings
Company says;

That it is an Association duly organized and in-
corporated under the Laws of the State of Ohio, providing for
the incorporation of Building and Loan Associations, and that
its principal office is at Waynesville, Ohio.

I. First cause of action:

For a first cause of action the
said plaintiff, The Citizens Home and Savings Company says;

That on the 11th day of September, 1895, the said
defendant David J. Kelch, made and delivered to said Com-
pany his contract in writing, of which the following is a copy.
\$1000
Waynesville, Ohio, September 11th 1895.

Received of The Citizens Home and Savings Company,
of Waynesville, O., One Hundred Dollars, as a loan on one
share of stock, No. 1375 owned by David J. Kelch in said
Company.

I agree to pay to said Company weekly, not less
than 27¹⁰⁰ Dollars, which shall be applied as follows;

First. To the payment of any fines or other assessments
against me in pursuance of the By-Laws of said Company.

Second. To the payment of the premium for precedence due
on said loan, amounting to 29¹⁰⁰ Dollars per week.

Third. To the payment of the interest due on said loan,
amounting to 17¹⁰⁰ 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 or

credited on said stock together with the dividends declared thereon, shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

David J. Kelech

No. 650.

The By-Laws of said Company providing for the assessment of fines is as follows;

Sec. 31. Should any borrowing member fail to pay the weekly amount required to be paid on his stock he shall be fined five cents on each one hundred dollars of stock held by him for each failure, and after eight failures the whole amount of his loan shall become due, and the Board of Directors shall order the mortgage to be foreclosed.

III. Second cause of action;

For a second cause of action the said plaintiff The Citizens Home and Savings Company, says;

That on the 11th day of September, 1896, and to secure the said loan, and weekly payments, set forth in said contract in said first cause of action herein, the said defendants David J. Kelech and Emma Kelech, his wife, executed and delivered to said plaintiff The Citizens Home and Savings Company their mortgage deed and thereby conveyed to said Company the following described real estate, viz:

Situate in the Village of Marysville, County of Union and State of Ohio, In-lot Numbers Six Hundred and Sixty-one (661), Six Hundred and Sixty Two (662), Six Hundred and Sixty Three (663), Six Hundred and Sixty Four (664) and Six Hundred and Sixty Five (665); for a more definite description thereof reference is hereby made to the recorded plat of The Kelech Bros. Addition to said Village in the office of the Recorder of said Union County, Ohio.

The condition in said mortgage was as follows; Provided nevertheless, and these presents are upon this condition;

That whereas, the said David J. Kelech has entered into a contract in writing with said Company in the words and figures following, to-wit:

Received of The Citizens Home and Savings Company, of Marysville Ohio, One Hundred Dollars, as a loan on one share of Stock, No. 1375, owned by David J. Kelech in said Company.

I agree to pay to said Company weekly, not less than \$7.00 Dollars, which shall be applied as follows:

First. To the payment of any fines or other assessments made against me in pursuance of the By-Laws of said Company.

Second. To the payment of the premium for prece...

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due on said loan, amounting to 27/100 Dollars per week.
 Third. To the payment of the interest due on said loan, amounting to 17/100 Dollars per week.
 Fourth. To the payment of any sum of money expended by said company for insurance of mortgaged property as required by the By-Laws of said Company.
 Fifth. The balance of said payments shall be credited as due on said stock.

Said payments shall be continued until the due or credited on said stock, together with the dividends declared thereon shall equal the amount loaned.
 Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

(Signed) David J. Kelch

Now, if the said David J. Kelch shall pay to said Company, its successors or assigns, the said sums of money when due as set forth by said contract, then these presents shall be void.

On the 12th day of September A. D. 1895, at 8 O'clock A. M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 33 page 307 of the Records of Mortgages of said County.

III. Third cause of action:

For a third cause of action the said plaintiff The Citizens Home and Savings Company says; that on the 6th day of December 1895, the said defendant David J. Kelch made and delivered to said Company his contract, in writing, of which the following is a copy.
 \$100.⁰⁰

Maysville, Ohio, December 5th 1895.

Received of The Citizens Home and Savings Company, of Maysville, Ohio, One Hundred Dollars, as a loan on one share of stock, No. 1375 owned by David J. Kelch, in said Company.

I agree to pay to said Company weekly, not less than 27/100 Dollars, which shall be applied as follows:

- First. To the payment of any fines or other assessments made against me in pursuance of the By-Laws of said Company.
- Second. To the payment of the premium for precedence due on said loan, amounting to 27/100 Dollars per week.
- Third. To the payment of the interest due on said loan, amounting to 17/100 Dollars per week.
- Fourth. The balance of said payments shall be credited as due on said stock.

Said payments shall be continued until the due or credited on said stock together with the dividends declared thereon, shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once

become due and payable.

David J. Kelek.

No. 690.

The By-Laws of said Company providing for the assessment of fines is as follows;

Sec. 31. Should any borrowing member fail to pay the weekly amount required to be paid on his stock he shall be fined five cents on each one hundred dollars of stock held by him for each failure, and after eight failures the whole amount of his loan shall become due, and the Board of Directors shall order the mortgage to be foreclosed.

The said defendant David J. Kelek has paid to said Company on the first and third causes of action the sum of Twenty Six and 27/100 Dollars which has been applied according to the terms of said Contract as follows;

For fines \$3.42; for premium \$6.25; for interest \$15.37; for taxes \$1.42 and nothing has been credited as due on said stock. The dividends declared on said stock are none.

The said defendant David J. Kelek has failed to make the weekly payments as agreed to be paid in said contract for 15 weeks, the last payment having been made on said stock on the 5th day of April, 1897.

IV. Fourth cause of action:

For a fourth cause of action the said plaintiff The Citizens Home and Savings Company says;

That on the 6th day of December, 1895, and to secure the said loan, and weekly payments, set forth in said contract in said third cause of action herein, the said defendants, David J. Kelek and Emma Kelek, his wife, executed and delivered to said plaintiff The Citizens Home and Savings Company their mortgage deed and thereby conveyed to said Company the real estate described in the second cause of action herein.

The condition contained in said mortgage was as follows;

Provided, nevertheless, and these presents are upon these conditions;

That whereas, the said David J. Kelek has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$100.00

Waysville, Ohio, December 6th 1895.

Received of The Citizens Home and Savings Company, of Waysville, Ohio, One Hundred Dollars, as a loan on one Share of Stock No. 1375, owned by David J. Kelek in said Company.

I agree to pay to said Company weekly, not less than 27/100 Dollars, which shall be applied as follows;

First. To the payment of any fines or other assessments made against me 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 \$100 Dollars per week.

Third. To the payment of the interest due on said loan, amounting to \$100 Dollars per week.

Fourth. To the payment of any sum of money expended by said Company for insurance of mortgaged property as required by the By-Laws of said Company.

Fifth. The balance of said payments shall be credited as due on said stock.

Said payments shall be continued until the due or credited on said stock, together with the dividends declared thereon shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

(Signed) David J. Kelech

Now if the said David J. Kelech shall pay to said Company, its successors or assigns, the said sums of money when due as set forth by said contract, then these presents shall be void.

On the 7th day of December A. D. 1895, at 9th O'clock A. M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 37, page 24 of the Records of Mortgages of said County.

Said mortgage duly has become absolute.

There is due and remaining unpaid upon said contract set forth in the first cause of action herein the sum of Two Hundred and Two and 07/100 Dollars, on the 5th day of April 1897; and the further sum provided in said Contract, viz:

For fine \$100 Dollars; for premium \$7.00 Dollars and for interest 2 1/2 % Dollars for each and every week from and after said 5th day of April, 1897.

Said defendants Eli Moran, Frank W. Gibson, The Mansville Lumber Company, Church Bros & Kild, Joseph Browning, George Wilson and W. Hill claim an interest in or lien on said premises.

The said plaintiff, The Citizens Home and Savings Company, therefore asks judgment against said David J. Kelech for said sum of Two Hundred and Two and 07/100 Dollars, and 4 1/2 % Dollars for each and every week from and after April 5th 1897.

That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof be applied to the payment of said indebtedness of Two Hundred and Two and 07/100 Dollars, and 4 1/2 % Dollars additional from and after the 5th day of April, 1897 until paid, and for all proper relief in the premises.

John M. Barrdick Attorney for said The Citizens Home & Savings Company

The State of Ohio, Union County, ss.

John M. Brodick, being sworn makes oath that he is the Attorney of said plaintiff, The Citizens Home and Savings Company, and that the facts stated in the foregoing petition are, as affiant believes, true.

Sworn to by John M. Brodick before me and signed by him in my presence this 22nd day of July, 1897.

(seal)

John M. Brodick
J. N. Cornell, Clerk of Court in and for Union County, Ohio

On the 22nd day of July A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7402

The Citizens Home & Savings Company
vs
David J. Welch et al To the Clerk:
Court of Common Pleas
Union County, Ohio.

Some Summons for the defendants David J. Welch, Emma Welch, Eli Keran and Lorena Keran to the Sheriff of Union County, Ohio, returnable according to law. Indorse: "Judgment and foreclosure of mortgage. Amount claimed \$202.52 and \$42/100 weekly from and after April 5th 1897.

John M. Brodick
Attorney for Plaintiff

We have since and enter our appearance, July 22, 1897,
Frank M. Pitman By John M. Brodick his Atty.
The Dayton Lumber Co. " " " " "
Joseph Browning " " " " "
Charles Bros. & Held
George Nelson By John M. Brodick his Atty.

Warrr.

Summons

On the 22nd day of July A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.
To the Sheriff of said County:

You are hereby commanded to notify David J. Welch, Emma Welch, Eli Keran and Lorena Keran, that they have been sued by The Citizens Home and Savings Company, in the Court of Common Pleas of Union County, and must answer by the 21st day of August A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 2nd day of August, A. D. 1897.

(seal)

Witness my hand and the seal of said Court,
this 22nd day of July A. D. 1897.

J. N. Cornell Clerk
By J. A. Cornell Deputy

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On the 23rd day of July A. D. 1897, the Sheriff of said County returned said writ, to the Clerk's office in said County, which return is as follows:

Sheriff's Fees	60
Service & Return	95
Mileage	32
Copies	60
Total	\$1 87

The State of Ohio, Union County, ss.
 Received this writ July 22nd A. D. 1897, at 4 O'clock P. M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to David J. Kelch, Eli Moran and Lorena Moran personally, to Emma Kelch by leaving a copy at her usual place of residence on the 22nd day of July, A. D. 1897.

Indorse "In action for Judgment and foreclosure of Mortgage, Amount claimed \$202.57 and 4% interest from and after April 5th 1897.

J. Ed Robinson Sheriff
 John W. Bordick
 Attorney for Plaintiff

Answer and Cross-petition of Joseph Browning. 7402

On the 24th day of July A. D. 1897, the following Answer and Cross-petition was filed with the Clerk of this Court, to-wit:
 The Citizens Board Savings Company }
 vs }
 David J. Kelch et al }

And now comes the said defendant Joseph Browning and for his answer and Cross-petition herein says: That on or about the day of 1899 said defendants David J. Kelch and Emma Kelch his wife, entered into a contract in writing with the defendant Eli W. Moran, wherein said Kelch and wife agreed with said Moran to convey to said Moran the following premises, viz:

Situate in the Village of Mansfield, County of Union and State of Ohio, Being En-Lot Number Six Hundred and Sixty Two (662).

For a more definite description thereof reference is here by made to the recorded plat of the Kelch Bros. Addition to said Village in the office of the recorder of said County of Union and State of Ohio, for the consideration of One Hundred and Twenty Five Dollars.

That the deed therefore was to be executed and delivered on the payment of said Consideration.

That said Moran paid to said Kelch the sum of Seventy Five Dollars thereby leaving a balance of Fifty Dollars remaining due to said Kelch from said Moran.

That said Moran afterwards proceeded to erect a dwelling house upon said premises and in such construction he became indebted to said defendant Joseph Browning on an account for lumber furnished for the construction of said dwelling house, a copy of which account is hereto attached marked exhibit "A" and made part thereof.

That said account accrued for labor performed by said defendant Joseph Browning on said defendant Eli M. Keran's order, in erecting said dwelling house between the 24th day of June 1896 and the 14th day of December 1896, on said In-Lit No. 662 as heretofore described.

Said account accrued on the 14th day of December 1896, and on the 8th day of April 1897, said defendant Joseph Browning filed with the Recorder of said Union County, Ohio, under the statute providing for obtaining Mechanics' Liens, an affidavit containing an itemized account of the amount and value of said materials, with all credits and offsets, with a settlement of the amount and time when the same should have been paid, which said lien is recorded in Volume 4 page 94 of the Records of Mechanics Liens of Union County, Ohio. No part of said indebtedness has been paid.

On the sixth day of October 1896, said defendant David J. Kelch conveyed said In-Lit to his said wife Emma Kelch.

On the 8th day of March 1897, said Emma Kelch and David J. Kelch, her husband executed a deed for said In-Lit No. 662 to said Eli M. Keran to be delivered to him on the payment of said balance of purchase money viz: Fifty Dollars.

Said defendant Joseph Browning further avers that the lots described in plaintiff's petition, other than said In-Lit No. 662 are more than sufficient to pay said plaintiff's mortgage.

The said defendant Joseph Browning therefore prays judgment against said defendant Eli M. Keran for said sum of Fifty Six Dollars, with six per cent interest thereon from December 12th 1896.

That the said premises in plaintiff's petition described be appraised and sold in separate lots.

That the plaintiff be required to exhaust the proceeds of all of said premises other than said In-Lit No. 662 before any part thereof is applied on its claim.

That out of the proceeds of said In-Lit No. 662 there be paid first the said balance of purchase money Fifty Dollars, to such person as the Court may decree, and that the remainder thereof be applied to the payment of the claim of said defendant Joseph Browning in the order of its priority, and for all other proper relief in the premises.

The State of Ohio, County of Union, ss.

John W. Brodrick
Atty for Joseph Browning.

John W. Brodrick, being sworn makes oath that he is the attorney for said defendant Joseph Browning. That said Joseph Browning is now absent from said Union County, and that the facts stated in the foregoing answer and Cross-petition are as affiant believes true.

John W. Brodrick.

Mechanics
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Sworn to by said John W. Brodrick before me and signed by him in my presence this 24th day of July, 1897.

(seal)

J. R. Gravel
Clerk of Courts

Clerk:

Issue summons on this answer and cross-petition to the Sheriff of Union County, Ohio, for the defendant Eli W. Keran, returnable according to law.

Indorse Judgment and foreclosure of Mechanics Lien Amount claimed, \$56⁰⁰ with legal interest from December 14, 1896.

John W. Brodrick
Atty for Joseph Browning.

"Exhibit A"

Mr Eli Keran, Dr to Extra work on Dwelling House.

June	24	1896,	1/2	85
"	25	"	1/2	85
		Laying upper floor	2	00
Oct.	8		1/2 day	85
Nov	29		1/2 day	85
Dec	5		9 Hours	1 50
"	10		9 Hours	1 50
"	11		9 Hours	1 50
"	12		9 Hours	1 50
"	14			85
				12 25
May	14	Co. by Hauling		1 25
		Balance		11 00
		Balance due on written contract		45
Dec	14	Balance due		56 00

Mechanics
Lien

The State of Ohio, Union County, ss.

Joseph Browning makes oath and says that the annexed is a true and correct itemized statement of the amount and value of the labor performed by Joseph Browning to and for Eli Keran at said County, at the time therein mentioned, under and by virtue of a contract in writing, entered into between Joseph Browning and the said Eli Keran for the purpose of being used toward the construction of a certain Dwelling House the copy of which contract is as follows:

Article of agreement.

This agreement between Joseph Browning and Eli Keran, witnesses; the said Joseph Browning hereby agrees to do, perform, finish and complete in a reasonable length of time a house for said Keran as follows, and on the following terms to-wit:

The work to be commenced on the 20th day of May A.D. 1896, and the said Keran agrees to furnish all the materials necessary for said work, as the same shall be wanted, and to pay said Browning for said work, the sum of Sixty Five (\$65⁰⁰) Dollars, by and on at the value of Twenty Dollars (20⁰⁰)

and the balance of Forty Five Dollars (\$45-00) is to be paid in cash within five months after said house is raised.

Said house is to be fourteen feet high in the main part, and the kitchen is to be nine (9) feet high. The size of the front wing is to be 12 1/2 feet x 14 feet. The main part of the building is to be 16 feet x 24 feet.

It is hereby understood and agreed by the parties hereto, that said Browning is not to finish the up stairs portion of said building.

That if said Moran finally concludes that he desires the up stairs finished by said Browning, when the balance of the building is finished, then and in that case said Moran agrees to pay said Browning ordinary contractor wages for such work.

Said house is to be built in North Marysville, in the county of Union, and state of Ohio.

In witness whereof the parties hereto have hereunto set their hands and date this 20. day of May, A.D. 1896.

E. M. Moran
Joseph Browning

The value of said labor and materials are as stated in said itemized statement and the same are just and reasonable.

There are no credits upon nor offsets against the same, except as therein stated, and there remains due and unpaid thereon to the said Joseph Browning from the said Eli Moran, the sum of Fifty Six Dollars, with interest thereon from the 14th day of December A. D. 1896.

At the time said contract was entered into and said labor was performed and said materials were furnished, the said Eli Moran was the owner of said dwelling house and the lot of land upon which the same is situated, by virtue of a written contract with David J. Kelch who then owned the legal title thereto and now in the name of Emma Kelch, which said lot of land is described as follows, to-wit:

Situate in the County of Union, in the State of Ohio, in the Village of Marysville, Being In-Lot Number Six Hundred and Sixty Two (662).

For a more definite description thereof reference is hereby made to the recorded plat of the Kelch Bros. addition, to said Village in the office of the Recorder of said Union County, Ohio.

Affiant claims a lien upon said premises to secure the payment of said indebtedness.

Sworn to before me and signed in my presence on this 6th day of March A. D. 1897.

(seal)

John W. Broadwick
Notary Public in & for
Union County Ohio

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On the 24th day of July A. D. 1897, the following Answer and Cross-petition was filed with the Clerk of this Court, to-wit:
The Citizens Home & Savings Company
vs
David J. Kelch et al
Court of Common Pleas
Union County, Ohio.

And now comes the Marysville Lumber Company and for its Answer and Cross-petition herein says:

That it is a partnership doing business in the County of Union and State of Ohio, and that it has duly complied with the statutes of said state by filing with the Clerk of said Union County a statement as required by said Statutes.

That on or about the day of 1896 said defendants David J. Kelch and Emma Kelch his wife, entered into a contract in writing with the defendant Eli M. Keran, wherein said Kelch and wife agreed with said Keran to convey to said Keran the following premises viz:

Situate in the Village of Marysville, County of Union and State of Ohio; Being In-Lot Number Six Hundred and Sixty Two (662). For a more definite description thereof reference is hereby made to the recorded plat of the Kelch Bros, Addition to said Village in the office of the Recorder of said Union County, Ohio, for the consideration of One Hundred and Twenty Five Dollars.

That the deed therefor was to be executed and delivered on the payment of said conditions.

That said Keran paid to said Kelch the sum of Seventy Five Dollars thereof, leaving a balance of Fifty Dollars remaining due to said Kelch, from said Keran.

The said Keran afterward proceeded to erect a dwelling house upon said premises and in such construction he became indebted to said defendant The Marysville Lumber Company on an account for lumber purchased for the construction of said dwelling house, a copy of which account is hereto attached marked Exhibit A, and made part hereof.

That said account accrued for material furnished by said defendant The Marysville Lumber Company on said defendant Eli M. Keran's order, in erecting said dwelling house between the 23rd day of May, 1896 and the 3rd day of November 1896, on said In-Lot No. 662 as heretofore described.

Said account accrued on the 23rd day of November, 1896, and on the 4th day of March, 1897, said defendant The Marysville Lumber Company filed with the Recorder of said Union County, Ohio, under the statute providing for obtaining Mechanics Liens, an affidavit containing an itemized account of the amount and value of said materials, with all credits and offsets, with a statement of the amount and time when the same should have been paid, which said lien is recorded in Volume 4 page 90 of the Records of Mechanics Liens of Union County, Ohio.

No part of said indebtedness has been paid.

On the sixth day of October, 1896, said defendant David J. Kelch conveyed said lot to his said wife Emma Kelch.

On the 8th day of March 1897, said Emma Kelch and David J. Kelch, her husband executed a deed for said In-Lot No. 662 to said Eli M. Heran to be delivered to him on the payment of said balance of purchase money, viz: Fifty Dollars.

Said defendant The Marysville Lumber Company further avers that the lots set up in the plaintiffs' petition other than said in-lot No. 662 are more than sufficient to pay said plaintiffs mortgage.

The said defendant The Marysville Lumber Company therefore prays judgment against said defendant Eli M. Heran for said sum of Two Hundred and Twenty Two and 69/100 Dollars, with six per cent interest thereon from December 12th, 1896.

That the said premises in plaintiffs' petition described be appraised and sold in separate lots, that the plaintiff be required to exhaust all the premises before any part of said In-Lot No. 662.

That out of the proceeds of said In-Lot No. 662 there be first paid the balance of purchase money - Fifty Dollars to said defendant Emma Kelch, or some other person by order of Court, and that out of the remainder be first paid the amount herein set forth as due to said defendant The Marysville Lumber Company and for all other proper relief in the premises.

John M. Brodrick

Attorney for The Marysville Lumber Co.

The State of Ohio, County of Union;

D. A. Fry, being sworn, makes oath that he is one of the partners in the defendant firm, the Marysville Lumber Company, and that the facts stated in the foregoing answer and cross-petition are as affiant believes true.

D. A. Fry.

Sworn to by said D. A. Fry, before me and signed by him in my presence this 24th day of July, 1897.

J. R. Grunell Clerk of Court

Clerk=

Receipt

Issue summons on this answer and cross-petition to the Sheriff of Union County, Ohio, for the defendant Eli M. Heran, Indorse "Judgment and foreclosure of Mechanics Lien, Amount claimed \$322 & 69/100 interest from December 12th 1896.

John M. Brodrick

Attorney for The Marysville Lumber Co.

"Exhibit A."

Marysville Ohio, Dec. 16, 1896.

Mr. E. Heran

City.

Buyer of The Marysville Lumber Co.,

Dealers in

Lumber, Lath, Shingles, Doors, Sash, &c., 1896.

1896

May

June

July

Aug

Sept

Oct

Nov

Dec

June

Extra

1896	May	23	36 - 278 - 16 = 768, 1 1/2	11 52	
			4 - 2x4 - 14 = 48		
			30 - 2x4 - 14 = $\frac{280}{323}$ 40	4 52	16 04
		"	1224 ft 1/2 siding	1/2	26 48
		"	45 - 2x4 - 12 = 360		
			15 - 2x5 - 14 = 175		
			5'35" - 1 1/2	7 49	
			4 - 1x12 - 14 = 56		
			4 - 1x4 1/2 - 14 = $\frac{24}{50}$ - 2 1/4	1 80	
			651 ft siding 1 1/2	2 1/2	13 02
			9 M. 16" H L S L / do	9 1/2	19 80
			1 - 2x8 - 12 = 16		
			1 - 2x8 - 7 = $\frac{10}{26}$	2 1/2	65
			1 - 1x8 - 12 = 8	2 1/2	20
			1 - 4x4 - 8 = 11 54		
			2 - 2x4 - 8 = $\frac{11 22}{24}$	2 1/2	44
			3 - 1x8 - 12 = 24	2 1/2	60
			6 - 2x4 - 9 = 36	1 1/2	58
			2 - 1x8 - 9 = 12	2 1/2	30
			84 ft B.P. fly. aff	2 3/4	2 31
			2 - 1x4 - 19 = 13	2 1/2	33
		28	80 ft sheathing	1 3/4	1 04
	June	1	1 - 1x12 - 14 = 14		
			8 - 1x12 - 12 = 96		
			6 - 1x4 1/2 - 14 = 32		
			10 - 1x4 1/2 - 12 = 40		
			6 - 1x3 1/2 - 14 = 24		
			2 - 1x4 1/2 - 10 = 8		
			2 - 1x3 1/2 - 10 = 6	2 1/4	5 06
			225		
			50 ft 1/2 R.	1/2	25
			360 ft 1/2 G.P. fly	1 1/2	5 76
		2	500 ft 1/2 B. fly	1 1/2	8 00
		3	3 2x8 2x4 5 T	90	2 70
			20 S.P. 2x6 5	1 1/2	3 00
			1 " 2x6 6 E	1 3/4	1 30
			1 1/2 M. 16" Shingles	2 1/2	3 80
		4	691 ft 2x30	1 3/4	7 80
			2 " 34x30	1 1/2	3 00
			2 " 22x30	1 1/4	2 80
			1.25 S.P. 2x4 6 5	20	90
			1 " " 2x6 6 E	70	70
			86 ft B.P. fly	2 1/4	2 37
			1 - 1x8 - 12 = 8		
			1 - 1x8 - 7 = 5		
			1 - 2x2 - 12 = 4		
			1 - 2x2 = 7 = $\frac{3.20}{2 1/2}$	2 1/2	50

Extra

June	4	4-2x4-18=48 570	1 1/2	87	
		11 ft H rail	8 1/2	39	
		11 " B "	3 1/2	39	
		1 Post 5x5-9	1 1/2	15	
		2 1/2 " " "	1 1/2	15	21.92
"	5	32-10" Lims -	3 1/2	96	
		100 ft H Ceiling	1 1/2	40	
		20, Beletinis 20"	6	20	
		2-1x10 1/2-16=40 78	1		
		2-1x9-16=29			
		1-1x9-3=3			
		1-1x8-16=11			
		1-1x8-12=8			
		1-1x8-3=2	2 1/2	20	
		88			
		1-2x8-12=16			
		1-2x8=10 28	2 1/2	65	4.41
	10	1, 25 Pt, 5-47 10		50	
		3 Folia Bkts	15	45	
		4 C. "	15	60	
		18 ft Inting	3	54	
		16 " "	"	48	
		Sash 6W 22x30	80	800	
		" 2 " 34x44	1 25	250	
		6 Transoms	20	120	9.27
Ep-	"	17 ft Pop. Ceiling	3	51	
	11	600 ft WP fly	1 1/2	960	9.60
Extra	19	6 1/2 M. Lath #3	2 25	1463	14.63
Aug.	22	24 ft. Culls	1 1/2	36	
		1-2x4-18=12	1 1/2	18	
		1-1x4 1/2-8=3	3	9	.63
Dec.	1	3 Sash 2 5x6 8 M	3	600	
		1 " " " 5x6 8 = 2		200	
		5 D. 2 5x6 8 #2	1 1/2	750	
		150 ft 1x8 40=100	3	300	
		150 ft 1/4 R	1 1/2	75	
		12 C. Blocks	3	36	
Extra	9	Cog 210p 09 R	8 1/2	1155	31.16
		1-1x10=12=10			
		3-1x8-14=29			
		6-1x8-16=64			
		2-1x8-12=16			
		2-1x14-14=33			
		2-1x14-12=28, 80	3	540	
		1-D. 25x6 8 #2		150	
		1 P.T. 25x6 8 1/2 D		80	
		3 JSD Sills	10	30	
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Answer
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On the 24th day of July A. D. 1897, the following Summons in Cross-Petition was issued by the Clerk of this Court, to-wit:

Summons
in Cross-
Petition

The State of Ohio, Union County, ss;
To the Sheriff of said County:

You are commanded to notify Eli M. Keran that Joseph Browning has filed an answer and cross petition in the case of The Citizens Home and Savings Company against David J. Welch et al., in the Court of Common Pleas of Union County, and that he must answer by the 21st day of August A. D. 1897, or the said cross petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 2nd day of August A. D. 1897.

Seal

Witness my hand and seal of the said Court,
this 24th day of July A. D. 1897,

J. N. Gosnell Clerk.

Afterward on the 30th day of July A. D. 1897, the Sheriff of said County returned said writ to the Clerks office in said County, which return is as follows:

The State of Ohio, Union County, ss

Sherriff's Fees	25
Service	25
Mileage	32
Copy	15
Return	25
Total	97

Received this writ July 24th A. D. 1897 at 4 O'clock P. M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to Eli M. Keran, by leaving a copy at his usual place of residence on July 29th 1897.

J. Ed Robinson Sheriff.

Indorsed Judgment and foreclosure of Mechanics Lien, Amount claimed \$56⁰⁰, with 6% interest from December 14th 1896.

John M. Brodrick
Atty for Joseph Browning.

On the 21st day of August A. D. 1897, the following Answer and Cross-Petition of George Wilson was filed, to-wit:

Answer
and Cross-
Petition of
Geo. Wilson
7402

The Citizens Home and
Savings Company

Court of Common Pleas
Union County, Ohio,

vs
David J. Welch et al

And now comes the said defendant George Wilson and his answer and cross-petition herein says:

That on or about the day of 189 said defendant David J. Welch and Emma Welch, his wife, entered into a contract in writing with the defendant Eli M. Keran wherein said Welch and wife agreed with said Keran to convey to said Keran

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the following premises, viz: Situate in the Village of
Maysville, County of Union and State of Ohio, Being In-
Lot Number Six Hundred and Sixty Two, For a more defi-
nite description thereof reference is hereby made to the recorded
plat of the Kelch Addition to said Village in the office of the
Recorder of said Union County, Ohio, for the consideration of One
Hundred and Twenty Five Dollars.

That the deed therefor was to be executed and
delivered on the payment of said consideration.

That said Keran paid to said Kelch the sum
of Twenty Five Dollars thereof leaving a balance of Fifty Dollars
remaining due to said Kelch from said Keran.

That said Keran afterward proceeded to erect
a dwelling house upon said premises and in such con-
struction he became indebted to said defendant George Wilson
on an account for labor performed in the construction of
said dwelling house, a copy of which account is hereto attach-
ed marked Exhibit "A" and made part hereof.

That said account accrued for labor performed
by said defendant George Wilson on said defendant Eli M. Keran's
order, in erecting said dwelling house between the day of
1896, and the 29th day of November 1896, on said In-Lot No. 662
as heretofore described.

Said account accrued on the 29th day of November,
1896, and on the 27th day of March, 1897, said defendant George
Wilson filed with the Recorder of said Union County, Ohio,
under the Statute provided for obtaining Mechanics Liens; an
affidavit containing an itemized account of the amount and
value of such labor, with all credits and offsets, with a state-
ment of the amount and time when the same should have been
paid, which said lien is recorded in Volume 4 page 94 of the
Records of Mechanics Liens of Union County, Ohio.

No part of said indebtedness has been paid.

On the 6th day of October, 1896, said defendant David J.
Kelch conveyed said lot to his said wife Emma Kelch.

On the 8th day of March, 1897, said Emma Kelch and
David J. Kelch, her husband executed a deed for said In-Lot
No. 662 to said defendant Eli M. Keran to be delivered to him
on the payment of said balance of purchase money, viz: Fifty
Dollars.

Said defendant George Wilson further avers that the lots
set up in plaintiffs petition other than said In-Lot No. 662
are more than sufficient to pay said plaintiffs mortgage.

The said defendant George Wilson therefore prays judg-
ment against said defendant Eli M. Keran for said sum of
Twenty Five Dollars, with six per cent interest from November
29th 1896.

That the said premises in plaintiffs petition described
be appraised and sold in separate lots.

That the plaintiff be required to exhaust all the

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proceeds of the premises before any part of said In. Sol No. 662. That out of the proceeds of said In. Sol No. 662 there be first paid the balance of purchase money - Fifty Dollars - to such person or party as may be ordered by the Court, and that out of the remainder be first paid the amount herein set forth as due to said defendant George Wilson, and for all other proper relief in the premises.

John M. Brodick
Attorney for George Wilson.

The State of Ohio, County of Union, ss:

George Wilson, the above named defendant being sworn makes oath that the facts stated in the foregoing answer and cross-petition are as affiant believes, true.

George Wilson

Sworn to by said George Wilson before me and signed by him in my presence this 21st day of August, 1897.

J. N. Gosnell Clerk of Court.

Clerk:

Issue summons to Sheriff of Union County, Ohio, for the defendant Eli M. Kuran returnable according to law; Indorse "Judgment and foreclosure of Mechanics Lien, Amount claimed \$25⁰⁰, with 6% interest from November 29th 1896.

John M. Brodick
Attorney for George Wilson.

"Exhibit A."

Eli M. Kuran.

1896.

To George Wilson Dr.

May 32nd to November 29. To foundation, plastering and chimney for dwelling house as per contract \$25⁰⁰.

On the 23rd day of July A. D. 1897, the following summons in cross-petition was issued, by the Clerk of this Court, to-wit:

Summons
in
Cross-petition

The State of Ohio, Union County, ss.

To the Sheriff of said County;

You are commanded to notify Eli M. Kuran that the Mayville Lumber Company has filed an answer and cross-petition in the case of The Citizens Home and Savings Company against David J. Kelch et al in the Court of Common Pleas of Union County, and that he must answer by the 31st day of August A. D. 1897, or the said cross-petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 2nd day of August A. D. 1897.

Witness my hand and seal of the said Court,

this 24th day of July, A. D. 1897.

J. N. Gosnell
Clerk of Court

Afterward on the 30th day of July A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows;

Shuff's Fee	cts
Service	35
Mileage	33
Copy	15
Return	35
Total	97

The State of Ohio, Union County, ss.

Received this writ July 24th A.D. 1897, at 4

O'clock P. M. and served same by delivering a true and certified copy of this writ with all of the within returns unto them to Eli M. Moran by leaving a copy at his usual place of residence on July 29th 1897,

J. Ed Robinson Sheriff

Indorsed Action for judgment and foreclosure of Mechanics Lien, Amount claimed \$323.00 at 8 per cent interest from December 12th 1896,

John M. Brodwick

Attorney for The Marysville Lumber Co.

Answer & Cross-petition of Frank Gibson 7402

On the 16th day of August A. D. 1897, the following Answer and Cross-petition was filed with the Clerk of this Court, to-wit:

The Citizens Home & Savings Company
 David J. Kelch & Emma Kelch, his wife,
 Frank M. Gibson,
 The Marysville Lumber Company, Church Bros. & Kild;
 Joseph Browning,
 George Wilson & H. Hill

Court of Common Pleas
 Union County, Ohio.

This defendant Frank M. Gibson, for his Answer and Cross-Petition says:

That at the April Term, A. D. 1896, in the Court of Common Pleas, of Union County, Ohio, in a certain action then and there pending, wherein the Union Banking Company was plaintiff and the said David J. Kelch and Frank M. Gibson were defendants the same being case No. 7125 on Docket "M" of said Court; the Union Banking Company by the consideration of said Court, obtained a judgment in favor of said Union Banking Company, and against the said defendants in the said action, upon a certain promissory note for the sum of \$146.71 with interest at the rate of 8 per cent per annum from the 8th day of June, 1896, with costs of said action herein; which said promissory note was made to the said Union Banking Company by the said David J. Kelch as principal, and said Frank M. Gibson and H. F. Davis as sureties, and who were such sureties in fact and known to the Court to be such at the time.

This answering defendant further says, that on the 29th day of March, 1897, he as such surety, paid to the said Union Banking Company the full amount of its judgment, interest and costs, to-wit; the sum of \$160.70, in consideration whereof the Union Banking Company entered upon Execution Docket, 1/2 page 7340 of the said Court, its assignment of the said judgment to the said Frank M. Gibson, in the words and figures following, to-wit;

Marysville, Ohio, March 29th 1897,

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"For value received, we hereby sell, assign and transfer all our right, title and interest in, and to the within judgment to Frank M. Gibson.

"The Union Banking Company,"
per. C. S. Davis, Cashier.

That on the 20th day of July 1897, this said answering defendant, and assignee of said judgment, caused execution on said judgment aforesaid, being execution No. 7340 in Execution Book Y. - in the Clerk's office of said Court, to be duly issued to the Sheriff of said Union County Ohio, which for want of goods and chattels of the said David J. Welch, the judgment debtor, whom to levy, was on the 24th day of July, 1897 duly levied on the said lands and tenements described in plaintiff's petition, (which lands and tenements at the rendition of this said judgment in the name of the said defendant David J. Welch but have been since that date, to-wit: on the 6th day of October 1896, by him transferred by deed to his wife, the said Emma Welch.)

This defendant further answering says, that said judgment, as paid by him as such party, is wholly unpaid and unsatisfied by the said David J. Welch, or any part thereof, and is a valid and subsisting lien upon the lands and tenements of the said David J. Welch, in plaintiff's petition described, from the 8th day of June 1896, and is still in full force and effect.

And for further answer, this defendant says, that on or about the day of 1896 and defendants David J. Welch and Emma Welch his wife, entered into a contract in writing with the defendant Eli M. Keran, in which said Welch and wife agree to convey to said Keran the following described premises, to-wit:

Situate in the village of Mansville, County of Union and State of Ohio, being In-Lot No. 662. (one of the lots described in plaintiff's petition to this action) for and in consideration of One Hundred and Twenty Five Dollars.

The deed for said lot was to be executed and delivered on payment of said consideration.

That said Keran paid said Welch the sum of \$75.00, of said consideration, leaving a balance of \$50. remaining due on said described lot, to said Welch from said Keran.

And this defendant further answering says, that the lots in plaintiff's petition described, other than the said In-Lot No. 662, are amply sufficient to pay plaintiff's mortgage indebtedness.

Wherefore, this answering cross-petitioner, Frank M. Gibson prays;

First: That he may be subrogated to and have all the rights and remedies of the said "The Union Banking Company," against the said David J. Welch and Emma Welch his wife, that it had at the said time of payment, to-wit: on the 20th

day of March, 1897.

2nd - That this said assigned judgment be found to be the second best lien upon the said premises in plaintiffs petition described.

3rd - That the said several lots in plaintiffs petition described be appraised, advertised and sold separately and that plaintiff be required to exhaust the proceeds of all of the other several lots before any of the proceeds of said In-Lot No. 662 shall be applied upon its claims.

4th - That out of the proceeds of the sale of In-Lot No. 662, there be first ordered paid the balance due of the purchase money, to-wit; the sum of \$50.00, with interest from the day of 189 and that the same be ordered applied to the payment of the judgment of this equitable assignee of the "Bank", and that the residue of the proceeds of the sale of said lot No. 662, be ordered applied on liens in the order of their priority, and for all other and further equitable relief in the premises.

Robt. McCloskey
Attorney for Frank M. Gibson,

The State of Ohio, Union County, ss.

This defendant Frank M. Gibson, being duly sworn says, that the statements and allegations in the foregoing answer and cross-petition contained, are true as he verily believes.

Sworn to before me and subscribed in my presence by Frank M. Gibson, this 14th day of August A.D. 1897.

Seal

W. M. Hinget
Notary Publick

Answer to
Cross-Petition
of Church Bros.
& Weld
7402

On the 23rd day of August A.D. 1897, the following Answer and Cross-Petition was filed with the Clerk of this Court to-wit:

The Citizens Home Ed
Savings Company
vs
David J. Kelch et al

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant Church Bros. & Weld and for its answer and cross-petition herein says;

That it is a partnership doing business in the County of Union and State of Ohio,

That on or about the day of 189 said defendants David J. Kelch and Emma Kelch, his wife, entered into a contract in writing with the defendant Eli M. Keran, wherein said Kelch and wife agreed with said Keran to convey to said Keran to convey to said Keran the following premises, viz;

Situate in the Village of Mansville, County of Union and State of Ohio, Being In-Lot Number Six Hundred and Sixty Two (662).

For a more definite description thereof reference

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is hereby made to the recordal plat of The Kelch Brr, Addition to said Village, in the office of the Recorder of said Union County, Ohio, for the consideration of One Hundred and Twenty Five Dollars.

That the deed therefor was to be executed and delivered on the payment of said conditions.

That said Moran paid to said Kelch the sum of Seventy Five Dollars thereof leaving a balance of Fifty Dollars remaining due to said Kelch from said Moran.

That said Moran afterward proceeded to erect a dwelling house upon said premises and in such construction he became indebted to said defendant Church Brr. & Wld on an account for material furnished for the construction of said dwelling house, a copy of which account is hereto attached marked Exhibit A, and made part hereof.

That said account accrued for material furnished by said defendant Church Brr. & Wld on said defendant Eli M. Moran's order, in erecting said dwelling house between the 22nd day of May 1896 and November 28, 1896, on said In-Lot No. 662 as heretofore described.

Said account accrued on the 28th day of November 1896, and on the 6th day of March 1897 said defendant Church Brr. & Wld filed with the Recorder of said Union County, Ohio, under the Statute provided for obtaining Mechanics Liens, an affidavit containing an itemized account of the amount and value of such material, with all credits and offsets, with a statement of the amount and time when the same should have been paid, which is recorded in Volume 4, page 93 of the Records of Mechanics Liens of Union County, Ohio.

No part of said indebtedness has been paid.

On the 6th day of October 1896, said defendant David J. Kelch conveyed said lot to his said wife Emma Kelch.

On the 8th day of March 1897, said Emma Kelch and David J. Kelch, her husband executed a deed for said In-Lot No. 662 to said Eli M. Moran to be delivered to him on the payment of said balance of purchase money, viz: Fifty Dollars.

Said defendant Church Brr. & Wld further avers that the lots set up in plaintiffs' petition - other than said lot No. 662 - are more than sufficient to pay said plaintiffs' mortgage.

The said defendant Church Brr. & Wld therefore prays judgment against said defendant Eli M. Moran for said sum of Forty Three & 4/100 Dollars, with six per cent interest thereon from November 28, 1896.

That the said premises in plaintiffs' petition described be appraised and sold in separate lots.

That the plaintiff be required to exhaust all the proceeds of the said premises before any part of said In-Lot No. 662.

That out of the proceeds of said In-Lot No. 662, there be first paid the balance of purchase money - Fifty Dollars - to said defendant Emma Kelch, or some other person by order of the Court.

and that out of the remainder be first paid the amount herein set forth as due said defendant Church Bros & Weld, and for all other proper relief in the premises.

John W. Brodrick
Attorney for Church Bros & Weld.

State of Ohio, County of Union, ss:

J. D. Weld, one of the firm of Church Bros & Weld, the defendant being sworn makes oath that the facts stated in the foregoing answer and cross-petition are, as affiant believes true.

J. D. Weld

Sworn to by said J. D. Weld before me and signed by him in my presence this 23rd day of August, 1897.

J. R. Gosnell
Clerk of Court.

Clerk:

Receipt

Issue summons to the Sheriff of Union county, Ohio, for the defendant Eli W. Keran, returnable according to law, Indorse Judgment and foreclosure of Mechanics Lien, Amount claimed \$43.40 with 6 cts from November 28, 1896,

John W. Brodrick
Attorney for Church Bros & Weld.

"Exhibit A."

Waynesville, Ohio, November 25, 1896.

Mr. Eli Keran,

Bought of Church Bros, Ed Weld.

May	22	30 # Nails for Nipe	1	20		
	39	7 # 8" Com. Nails		20		
		3 Fine Shingles		25		
June	12	13 ft. 3" Tongue 1.04 2 1/2 ft. 4" Double Gutter	1	09		
		16 # Lath Nails, above gutter		80		
	24	4 # 8" Wire Nails		15		
	29	12 Lights 8x5 "Frosted Glass"	1	20		
		6 Sq. ft Colored Glass	90	1 20		
		2 Lights 8x24 2" Labor and Putty	50	70		
	30	Cash Tom Alexander	5	50	for painting	
Aug	12	5 # Nails 2" Curry Comb	10	30		
Oct	7	10 # Putty 4" 1 Bpt Paints	10	50		
	23	1/2 # Shingle Nails 13 Shut Tin 2 8 Flashings	12	35		
Nov	28	Hardware and glass Gutter		29 00		
		1 Lock and Knobs, Extra				\$ 42 49
						40
						42 89
		Transom Glass Exchanged		20		
		" " " 4" Lathing Nails	16	26		
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Building and Loan Assn. Ohio Pay,
E. W. Keran.

Petition
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On the 21st day of August A.D. 1897, the following Summons in Cross-Petition was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:
To the Sheriff of said County:

You are commanded to notify Eli M. Keran that George Wilson has filed an answer and Cross-Petition in the case of The Citizens Home and Savings Company against David J. Welch, Emma Welch, his wife, Eli M. Keran, Lorena Keran his wife, Frank M. Gibson, The Mansville Lumber Company, Church Bros. & Weld, Joseph Browning, George Wilson and W. Hill, in the Court of Common Pleas of Union County, and that he must answer by the 15th day of September A. D. 1897, or the said Cross-petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 30th day of August A. D. 1897.

Witness my hand and seal of the said Court,
this 21st day of August A. D. 1897,
J. N. Gosnell Clerk.

Indorsed Judgment and foreclosure of Mechanics Lien, Amount claimed \$35⁰⁰, with 6% interest from November 29th 1896.

Afterward on the 27th day of August A. D. 1897, the Sheriff of said County, returned said writ to the Clerk's office in said County, which return is as follows; to-wit:

Sheriff's Fee	20
Service	25
Mileage	32
Copy	15
Return	25
Total	97

The State of Ohio, Union County, ss,
Received this writ August 21st A. D. 1897, at 2 o'clock P. M. and served same by delivering a true and certified copy of this writ with all of the writ's indorsements thereon to Eli M. Keran by leaving copy at his usual place of residence on August 26th A. D. 1897.

J. Ed Robinson, Sheriff.

On the 23rd day of August A. D. 1897, the following Summons in Cross-Petition was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.
To the Sheriff of said County:

You are commanded to notify Eli M. Keran, That Church Bros. & Weld has filed an answer and Cross-Petition in the case of The Citizens Home and Savings Company against David J. Welch et al, in the Court of Common Pleas of Union County, and that he must answer by the 25th day of September A. D. 1897, or the said Cross-petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 6th day of September A. D. 1897.

Witness my hand and seal of the said Court,
this 23rd day of August A. D. 1897,
J. N. Gosnell Clerk

Indorsed Judgment and foreclosure of Mechanics Lien, Amount claimed \$43⁴⁰, with 6% interest from November 28th 1896,

August 27th A.D. 1897, the following return was made by

the Sheriff of Union County, Ohio; to-wit:
 The State of Ohio, Union County, ss.

Sheriff's Fee	25
Service	35
mileage	33
Copy	15
Return	35
Total	97

Received this writ August 24th A.D. 1897, at 8 O'clock A.M. and served same by delivering a true and certified copy of this writ with all of the within indentments thereon to Eli M. Keran by leaving a copy at his usual place of residence on August 26th 1897.

J. Ed Robinson, Sheriff

On the 7th day of September A.D. 1897, the following Entry was

filed with the clerk of this Court, to-wit:

Entry
7402

The Citizens Home & Savings Company
 vs
 David J. Kelch et al
 Court of Common Pleas
 Union County, Ohio.

This day this cause came on for hearing on the answer and Cross-Petition of the defendant The Mansfield Lumber Company, and the evidence.

On consideration whereof the Court find that the defendants herein have been duly served with summons in this case, and that they are in default for answer and demurrer to said answer and Cross-Petition, and that the allegations of the said answer and Cross-Petition are thereby confessed by them to be true; and that there is due the said defendant The Mansfield Lumber Company, from the said defendant Eli M. Keran on the account of the materials furnished as set forth in said answer and Cross-Petition to the first day of this term, to-wit, September 7th 1897, the sum of Two Hundred and Thirty One and 4/100 Dollars.

The Court further find that the same is a lien on the said In-Lot No. 663 as set forth in said answer and Cross-petition, by reason of the mechanics lien therein described, and recorded in Volume 4, page 90, of the Records of Mechanics' Liens of Union County, Ohio.

It is therefore considered and adjudged by the Court that the said defendant, The Mansfield Lumber Company, recover from the said defendant Eli M. Keran the said sum of Two Hundred and Thirty One and 4/100 Dollars, with six per cent interest thereon from and after September 7th 1897, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant Eli M. Keran, 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 said defendant The Mansfield Lumber Company, the sum or found due as aforesaid, with six per cent interest from and after September 7th, 1897, 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 Exe-

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Time, and report his proceedings to this court for further order,
All questions of priorities and distribution are hereby reserved for further order of the Court.

John M. Broadrick
Attorney for The Marysville Lumber Co.

On the 7th day of September A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7402
The Citizens Home & Savings Company
vs
David J. Kelch et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the Answer and Cross-Petition of the defendant Joseph Browning, and the evidence.

On consideration whereof the Court find that the defendant's herein have been duly served with summons in this case, and that they are in default for answer and demurrer to said answer and Cross-Petition, and that the allegations of the said answer and Cross-petition are thereby confessed by them to be true; and that there is due the said defendant Joseph Browning from the said defendant Eli M. Keran on account of the labor performed set forth in the said Answer and Cross-petition to the first day of this term, to-wit; September 7th 1897, the sum of Fifty Eight and 47/100 Dollars.

The Court further find that the same is a lien on the said In-Lot Number Six Hundred and Sixty Two (662) as set forth in said answer and Cross-Petition by reason of the Mechanics Lien therein described and Recorded in Volume 4, page 94, of the Records of Mechanics Liens of Union County, Ohio.

It is therefore considered and adjudged by the Court that the said defendant Joseph Browning, recover from the said defendant Eli M. Keran the said sum of Fifty Eight and 47/100 Dollars, with six per cent interest from and after September 7th 1897, and his costs herein expended.

And it is further ordered and decreed that unless the said defendant Eli M. Keran, 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 said defendant Joseph Browning the sum so found due as aforesaid, with six per cent interest from and after September 7th 1897, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order; All questions of priorities and distribution are reserved for further order of the Court.
Broadrick, for Joseph Browning.

Order
of
Sale

On the 11th day of September A. D. 1897, 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 7th day of September, 1897, The Marysville Lumber Company obtained a judgment and decree against Eli W. Moran, for the sum of Two Hundred and Thirty One and 49/100 Dollars, and Thirty Two and 4/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Eli W. Moran, within three days from the 7th day of September A. D. 1897, pay unto the said The Marysville Lumber Company the said sum of Two Hundred and Thirty One and 49/100 Dollars, with interest from the 7th day of September, 1897, and costs aforesaid; and on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and executions at law, to sell the real estate described in the Plaintiffs petition, &c.

And whereas the three days aforesaid have fully expired, and the said sum of Two Hundred and Thirty One and 49/100 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, to-wit:

Situate in the Village of Marysville, County of Union, and State of Ohio, being In-Lot No. Six Hundred and Sixty Two (662). For a more definite description thereof reference is hereby made to the recorded plat of The Welch Bros. Addition to said Village 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.

(seal)

Witness my Signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 11th day of September, A. D. 1897.

J. N. Grunell Clerk

Afterward on the 16th day of October, A. D. 1897, 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

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Sheriff's Sale
7402

Sheriff's Return

Sheriff's Fee	\$	45
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Copy of "		25
Notice to Purchaser		25
Writing Notice		25
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Return		25
Total		4 64
Appraisers' Fee	3	00

The State of Ohio, Union County, ss.
 In obedience to the command of the order of sale hereto annexed, I did on the 13th day of September, 1897, summon Geo. W. Peck, W. A. Kelch and Lofe Mullen, 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 13th day of September, A.D. 1897, 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 Seventy Five 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 15th day of September, 1897, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 16th day of October, A.D. 1897, 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, 6 consecutive weeks; and in pursuance to said notice, I did, on said 16th day of October A.D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there same The Marysville Lumber Company, who bid for the same the sum of Four Hundred and Fifty one Dollars, and said sum being more than two-thirds of the appraised value thereof, and said The Marysville Lumber Company being the highest and best bidders thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Four Hundred and Fifty one Dollars.

J. Ed. Robinson Sheriff.

On the 5th day of November A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Sheriff's Sale 7402

Citizens Arm & Sarnigo Company
 vs
 Daniel J. Kelch 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 south door of the Court House in Marysville, Ohio, on Saturday, October 16, 1897, at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit:
 Situate in the village of Marysville, County of Union and State of Ohio, being In-Lot No. Six Hundred and Sixty-Two (662). For a more definite description thereof, reference is hereby made

To the Recorded Plat of the Kelch Bros. Addition to said village in the office of the Recorder of said Union County, Ohio,
Appraised at \$675,
Terms of Sale, Cash.

J. Ed Robinson, Sheriff, Union County, Ohio,

September 15, 1897.

The State of Ohio, Union County, ss:

The undersigned being duly sworn, says that a copy of the aforesaid 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 September 15th, 1897.

W. O. Shearer,

Sworn to and subscribed before me, this 5th day of November, 1897.

Seal

John A. Gosnell, Deputy Clerk

Printers' Fees, \$11⁰⁰.

On the 27th day of September A. D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion
7402

The Citizens Home Ed
Savings Company
vs
Court of Common Pleas
Union County, Ohio.

David J. Kelch et al

Now comes Emma J. Kelch, defendant, and moves the Court to vacate or open up the several default decrees entered on Cross-petition in this case and for leave to plead to said several Cross-petitions and the petition, and that all writs and proceedings to enforce said decrees sit aside or be suspended until she can be heard in her defense on her plea thereto.

For grounds of her motion she says;

No notice of summons has been had on her on any of said Cross-petitions, or her appearance otherwise affected thereto.

She has settled with plaintiff in its claim.

She had no knowledge of said Cross-petition until the appraisals came out.

She has a good defense against each of said Cross-petition.

J. B. Cole, Attorney for
Emma Kelch.

On the 27th day of September A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7402

The Citizens Home Ed
Savings Company
vs
Court of Common Pleas
Union County Ohio
David J. Kelch et al

On motion, leave is granted to defendant,

Emma
Kelch

Answer
7402

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The City
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David J.

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Emma J. Kelch to plead to the petition and several cross-petitions herein filed within.

J.B. Cole, Atty. for E. J. Kelch
Burdick " " Claimants

On the 28th day of September A.D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Answer
7402
The Citizens Home Ed
Savings Company
vs
David J. Kelch et al

Court of Common Pleas
Union County, Ohio.

Now comes the defendant Emma Kelch and by leave of the Court files this her Answer to the petition and each of the several Cross-petitions in this case and to each as if severally answered; and for her answer says;

Since this action commenced she has settled with plaintiff and paid all that was due, and the plaintiff has now no cause of action against this defendant for the matters alleged in its petition.

Further answering she says:

By the terms of said article of agreement with Heran the same was to be null and void if he failed to pay the purchase money and erect a dwelling house on said lot at the time therein stipulated to-wit; by June, 1896, and that he did fail and has ever since failed to make said payment or complete said building and abandoned the same and disregarded said contract, and that she entered upon said premises under and by virtue of said forfeiture clause in the contract and of her said deed and rights in the premises; and that all rights of the said Heran in said property were by said failure abandonment and re-entry forfeited and terminated.

She further says that ever since her said re-entry she has had and held possession of said Lot No. 662, and the other lots in the petition described, and occupied the same as her family homestead.

She is a married woman and not the owner of any other homestead and her husband is not the owner of a homestead.

As to the alleged deed to Heran she says that the same was conditioned upon immediate delivery and payment.

The signing, delivery and payment was all to be done at same date and all one transaction for cash.

The plaintiff was urging the making of said deed and the secretary of the plaintiff represented to her that the money was ready and would be paid at once and thereby induced her to sign it and let him have it for immediate delivery, and said Secretary has ever since refused to give it up, and it is now in the possession of the plaintiff and held by it wrongfully and as a cloud upon her title to her damage \$100⁰⁰, and it is

null and void.

Said Moran refused and failed to receive and pay for said deed and he would have nothing to do with it, and this defendant demanded it back.

She further says that the plaintiff and each of said alleged mechanics lien holders had full knowledge of all the stipulations of said original contract with Moran from the date thereof and knew at the time thereof that he had failed to comply with its terms in manner above stated; and at the date of said several alleged filing of liens said Moran has previously abandoned and give up all rights therein and them had no rights therein, and all claims of said lienholders are therefore superior to her rights in said property.

She has no knowledge as to the claims of said mechanics' liens and therefore denies each and every allegation in each of their petitions not otherwise plead to herein.

She has demanded her homestead rights of the Sheriff in the premises and he refuses to recognize them.

Said house and lots are together worth less than \$1,000.00.

Having thus fully answered plaintiff's prayer that her homestead rights in the said property may be protected and that the Sheriff be ordered to assign said house and lots to her as a homestead; that said original contract be declared forfeited by said Moran and those claiming under him; that said alleged deed be declared null and void but a cloud upon her title, and ordered canceled and given up to her, and her title in said lot 662, may be quieted and she asks judgment for damages against said plaintiff in said sum of \$100. by reason of the premises, and for such other and further relief as equity and the case require.

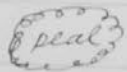
J.B. Cole
Atty. for Emma Kelch

State of Ohio, Union County, ss;

Emma Kelch, being sworn says, that the facts stated and allegations in the foregoing pleading are as she believes true.

Emma Kelch

Sworn to and subscribed before me this day of September, 1897.



J.M. Kennedy
Notary Public.

On the 5th day of October A.D. 1897, the following Demurrer was filed with the Clerk of this Court, to-wit:

The Citizens Home
Savings Company

David J. Kelch et al

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant The Mansville

Demurrer
7402

Summers
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Lumber Company, Joseph Browning, Church Bros, Ed Keld and George Wilson and demurr to the answer of the said defendant Emma Keld herein filed, and for ground thereof says;

That said answer does not state a valid defense to said answer and cross-petition.

John M. Brodick
Atty. for said Defendant.

On the 11th day of October A. D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Entry
7402

The Citizens Home & Savings Company
vs
David J. Keld et al

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing on the demurrer of the Marysville Lumber Company et al, to the answer and cross-petition of Emma Keld herein, was argued and submitted by the counsel of the parties.

On consideration whereof said demurrer was by the Court overruled, to which overruling said demurrers excepted.

J. B. Cole
Atty. for Emma Keld

On the 26th day of November A. D. 1897, the following motion was filed with the clerk of this Court, to-wit:

Motion to
set aside
Sale
7402

The Citizens Home & Savings Company
vs
David J. Keld et al

Court of Common Pleas
Union County, Ohio.

Now comes the defendant Emma Keld and prays the Court to set aside the order of sale issued on the decree in favor of the Marysville Lumber Company in this cause and to set aside the sale made under said order, for grounds of said motion she says;

1. The amount of the debt and decree is not endorsed on said writ nor the time it was received, nor the No. of the case, nor the Court where order obtained.

2. The copy of appraisement made under said writ, that was filed by the Sheriff does not show that the appraisement was made by residents of said County of Union.

Said certified copy was not filed by the Sheriff forthwith on his receipt of the return, and is not endorsed with the number of the case, nor does it show in what Court or County the case is pending.

3. The writs demanded on said writ are excessive being the whole writs of the case, and otherwise excessive.

4. Leave has been granted the defendant to answer the petition of said Lumber Company, and an answer filed within which is issue the validity and amount of its claim, upon which there has been no hearing

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5. A motion to set aside said order was filed with leave & is unheard.

J.B. Cole
Atty. for Emma Welch

On the 13th day of January A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7402	The Citizens National Savings Company	vs	Emma Welch Union County, Ohio.
	David J. Welch et al		

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

And it is further ordered that the said Sheriff convey to the purchasers Allen E. Plale and Daniel A. Fry, by deed, according to law, the property so sold; and the said purchasers hereby are 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 their title.

It is further ordered that the Clerk cause satisfaction of the Mortgage and Mechanic Liens herein and on to be entered in the records thereof, in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to \$451.00, 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 amounting to \$ 82
- Second: The costs of this action, taxed at \$53.72
- Third: To the plaintiff the amount due David J. Welch and Emma Welch as balance of purchase money for said lot No. 672 amounting to \$50.00
- Fourth: To the Defendant The Maysville Lumber Co, a pro rata share of the balance \$222.20
- Fifth: To the Defendant, Church Bros. & Wild a pro rata share of said balance \$55.86
- Sixth: To the Defendant Joseph Browning a pro rata share of the balance \$43.40
- Seventh: To the Defendant George Wilson a pro rata share of said balance \$ 25.00

John M. Broadrick for Off. Clk
Depts. Lien holders.

Approved,
D. Low Judge.

Attest
J.M. Hosnell Clerk
By J.W. A. Hosnell Deputy.

Continued on page 585

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Pleas continued and held at the Court House
 in Grayville, within and for the County of Union, in the
 Tenth Judicial District of the Court of Common Pleas of the
 State of Ohio, before the Honorable Duncan Dow, Judge of said
 Court, of the Term of January, 1898; on the 3rd day of Jan-
 uary, in the year of our Lord One Thousand Eight Hundred
 and Ninety Eight.

Be it remembered, that on the 17th day of January,
 A. D. 1898, L. H. Southard filed in the Clerk's office of the said
 Court of Common Pleas, the following Petition against John W. Fisher, to-wit:
 Petition L. H. Southard vs. John W. Fisher, County of Common Pleas, Union County, Ohio.

The plaintiff says that this action is founded
 upon a promissory note of which the following is a copy,
 upon which there are no credits or indorsements:
 "\$90⁰⁰. One day after date, for value received, I promise
 to pay L. H. Southard or bearer, Ninety Dollars, with interest
 at the rate of 8 per cent per annum, interest to be compou-
 nded every year, with 5 per cent attorney fee, if collected."

And we, or either of us, do hereby authorize and
 empower any attorney of any Court of Record in the State
 of Ohio, or elsewhere, to waive the issuing and service of process,
 and appear for us, or either of us, in any of said Courts,
 at any time after the above note becomes due, and confess
 judgment thereon against us, or either of us, in favor of
 the payee or indorser hereof, for the sum due on said note,
 with all interests and costs of said suit; and said judge-
 ment to draw the rate of interest specified in note, after res-
 titution until paid.

We do also hereby waive all right of appeal, the
 stay of execution, the power and privilege to hold exempt
 from execution any personal or real property belonging to us,
 or either of us, and release all errors that may accrue
 in the rendition of said judgment, and all right to sue
 out any writ of Error.

And our said attorney is hereby authorized to
 enter such release in said judgment."

Witness our hands and seals this 9th day of
 November, 1897."

(Signed) "John W. Fisher" (seal)

There is due plaintiff from the defendant on
 said note, the sum of Ninety Dollars, which he claims
 with interest from the 9th day of November, 1897, at eight
 per cent per annum, payable annually, and for which
 with costs of suit he asks judgment against defendant.

J. E. Griffith
Atty. for Plaintiff

The State of Ohio, Union County, ss.
 J. E. Griffith, being duly sworn, says that he is

the attorney of the plaintiff, duly authorized, that this is an action founded upon a written instrument for the payment of money only, which instrument is in his possession, and that the facts stated and allegations in said petition are as affiant believes, true.

Sworn to and subscribed before me this 15th day of January, 1898.

J. E. Griffith
Notary Public.

On the 17th day of January A. D. 1898, the following answer was filed with the Clerk of this Court, to-wit:

Answer L. A. Southard

Court of Common Pleas,
Union County, Ohio.

7496

vs
John W. Fisher

The defendant John W. Fisher, by A. H. Kallefrath, his attorney, and an attorney at Law of record in this Court, duly authorized therefor by the warrant of attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters his appearance herein, and said defendant, by A. H. Kallefrath, said attorney duly authorized as aforesaid, says that he cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against him, but acknowledges and confesses the same to be true, and says that he is indebted to the plaintiff on the said note in the 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 Sixty-three and 37/100 Dollars, bearing interest at eight per cent. per annum, and therefore for that sum, with interest from January 17, 1898 at 8 per cent. per annum and accruing costs he confesses judgment in favor of the plaintiff, and waives and releases all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

A. H. Kallefrath
Atty. for Defendant.

On the 17th day of January A. D. 1898, the following Entry was filed with the Clerk of this Court to-wit:

Entry L. A. Southard

Court of Common Pleas
Union County, Ohio.

7496

vs
John W. Fisher

This day came the plaintiff by J. E. Griffith, his attorney, and filed his petition against said defendant, and thereupon A. H. Kallefrath, an attorney at Law of this

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Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant, 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 defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiff, on said indebtedness, the sum of One Hundred and Sixty Three and ³⁷/₁₀₀ Dollars, bearing interest at 8 per cent, per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum.

It is therefore considered by the Court here that the said L. H. Southard plaintiff do recover of the said John W. Fisher defendant, the sum of One Hundred and Sixty Three and ³⁷/₁₀₀ Dollars so confessed, as aforesaid, with interest from January, 1898, at 8 per cent, per annum, and also costs in his behalf expended taxed at \$4²⁵, 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. Hosnell Clerk
 By Geo. A. Hosnell Deputy.

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 Duncan Dow, Judge of said Court, of the Term of January, to-wit; on the 3rd day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 16th day of October A. D. 1897. Calist Hark filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Henry D. Wright et al, to-wit:

Petition Calist Hark vs Henry D. Wright
 743-8
 Court of Common Pleas Union County, Ohio.

On or about the 1st day of April, 1896, the plaintiff, being the owner and in possession of a certain farm of about 187 acres, known as the "Wright farm" and situated in Seinto Township, Delaware County, and State of Ohio, leased said farm, by verbal agreement to the defendant, Henry D. Wright, for the term of one year, said term to end upon the first day of April, 1897.

By the terms of said verbal agreement defendant agreed and promised to pay plaintiff the sum of

Five Hundred Dollars, on the first day of April, 1897, as rental of said farm for said term.

Plaintiff duly performed all the conditions on his part to be performed.

Said rent is past due and has not been paid nor any part thereof.

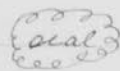
Therefore plaintiff asks judgment in the sum of Five Hundred Dollars, with interest from the first day of April, 1897.

J. E. Griffith
Attorney for Plaintiff

The State of Ohio, Union County, ss.

James W. Harsh, being duly sworn, says he is the agent of the plaintiff, duly authorized; that the plaintiff is a non-resident of Union County, Ohio, and now absent therefrom, and that he believes the allegations in the foregoing petition are true.

Sworn to and subscribed before me this 12th day of October A. D. 1897.



F. J. Arthur
Notary Public.

To the Clerk:

Receipt

Issue summons in this case to the Sheriff of Union County, Ohio, for the defendant, returnable according to law, Indorse "Action for money only, Amount claimed \$500.00, with interest from April, 1st, 1897.

J. E. Griffith,
Attorney for Plaintiff

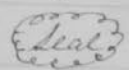
Summons

On the 16th day of October A. D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,
To the Sheriff of said County;

You are hereby commanded to notify Henry D. Wright that he has been sued by Calib Harsh, in the Court of Common Pleas of Union County, and must answer by the 13th day of November A. D. 1897, or the 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 October, A. D. 1897.



Witness my hand and the seal of said court, this 16th day of October, A. D. 1897.

J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy.

Afterward on the 20th day of October A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Fee	do
Sheriff's Return	50
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Sherriff's Return

The State of Ohio, Union County, ss.

Received this writ October 18th A. D. 1897, at 8 o'clock A. M. and served same by delivering a true and

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Answer and Counter Claim 7458
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 certified copy of this writ with all of the within under-
 Total \$1.61 minis thereon to Henry D. Knight by leaving a copy at
 his usual place of residence on October 19th 1897.

J. Ed Robinson, Sheriff.

On the 3rd day of January A. D. 1898, The following Answer and Counter
 Answer and Counter Claim was filed with the Clerk of this Court, to-wit:
 Calist Haresh | Court of Common Pleas
 7458 | Union County Ohio.
 vs
 Henry D. Knight

Now comes the said defendant, Hiram D. Knight, and for
 answer and Counter claim, says;

That he admits that he rented the farm of the said
 plaintiff, at the said price as aforesaid, at verbal lease, and that
 he agreed to pay the sum of Five Hundred Dollars, therefore

Said defendant further says; that by the terms of
 said verbal lease that the said plaintiff agreed to allow him
 a credit on said Five Hundred Dollars, or to be paid, as rental
 therefor, for all work and labor performed on said farm, for
 the benefit thereof, as they should agree.

That he has performed work and labor on said
 farm, and at the order of said plaintiff to the amount of
 \$127.76 all of which was under the agreement to allow, as a
 credit on said indebtedness.

A copy of said work and labor is hereto attached
 and marked "A," and made a part of this answer.

Wherefore this defendant asks judgment on his said
 Counter Claim, for the amount of \$127.76 with interest from the
 said first day of April, A. D. 1897, and that the said amount be
 credited on said rent as aforesaid.

H. H. Merchant
 Attorney for Defendant.

The State of Ohio, Union County, ss.

Henry D. Knight being first duly sworn
 says the facts stated and allegations made in his foregoing answer
 and counter-claim is true as he verily believes.

H. D. Knight

Sworn to before me and by the said Henry D. Knight,
 subscribed in my presence this 20th day of December, 1897.

John A. Gornell
 Deputy Clerk



Calist Haresh debtor to Henry D. Knight.

April, 1892,	To two days work, at sawing timber and clearing land,	\$2.50
Jan'y, 7 th to 11 th 1893,	to 4 days at sawing logs for lumber,	\$5.00
" 12 th & 13 th	" to 2 days, at splitting posts,	\$2.50
Feb'y, 13 to 18 th	" to 4 1/2 days hauling logs	\$9.50
" 27 th & 28 th	" to 2 days hauling lumber	\$4.00
March, 6 th & 7 th	" to 4 1/2 days at repairing and bldg. fence	\$5.60
April, 3 rd to 13 th	" to 6 days building fence	\$7.50

July	11 th & 12 th	1898	to 4 days at building fence	\$6.00
June	8 th	"	to Cash for saw bill	\$12.75
April	"	"	to 2 1/2 days sowing grass seed	\$2.25
May	1 st to 20 th	"	to 7 days at building fence (post & rail)	\$8.75
"	18 th	"	to splitting 416 posts	\$6.25
April	"	1894	to 1 1/2 days sowing grass seed	\$1.85
Aug.	"	"	to 12 days repairing fence	\$15.00
Oct.	"	"	to cleaning out two wells	\$30.00
Aug.	"	1895	to 1 1/2 days hauling gravel (road tax)	\$3.75
July	"	1893	to fence wire for Callet Harsh	\$3.15
"	"	"	to " " " " for nails	\$1.35
Total				\$27.76

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On the 25th day of January A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7458
Callet Harsh
vs
Henry D. Wright
County of Common Pleas
Union County, Ohio.

This day this cause came on for hearing, and the same was submitted to the Court on the pleadings and the evidence.

On consideration whereof the Court find that said defendant has by his answer herein filed confessed the plaintiff's claim, and that deducting the amount of said defendant's counter claim, there still remains due to said plaintiff the sum of Three Hundred and Eighty Nine and 1/100 Dollars, with six per cent interest from the first day of the present term, to-wit, January 3rd, 1898.

It is further considered and adjudged by the Court that the said plaintiff Callet Harsh, do recover of the said defendant Henry D. Wright the said sum of Three Hundred and Eighty Nine and 1/100 Dollars, with six per cent interest from January 3rd, 1898 and his costs herein expended taxed at \$7.04, and execution is awarded therefor.

Griffith, By Bondrich for Plff.
H. H. Merchant " Deft.

Attest,
J. H. Dornell Clerk
By Jno A. Dornell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the County of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January, to-wit, on the 3rd day of January in the year of our Lord, One Thousand Eight Hundred and Ninety Eight.

Be it remembered that on the 14th day of January A. D. 1898, the Peoples Bank filed in the Clerk's office of the said Court of Common Pleas the following Petition against Cahill & Davis Co. to-wit;

\$6.00
 \$12.75
 \$2.25
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 \$3.75
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 \$27.76

Petition
 7493

The Peoples Bank, Maysville, O.
 vs
 Cahill & Davis Co. O.B. Davis, John
 W. Cahill and Amos Davis

Court of Common Pleas
 Union County, Ohio.

The plaintiff says, this action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

\$200⁰⁰

Maysville, Ohio, April 8th 1897.

Six months after date, as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at Maysville, Ohio, Two Hundred Dollars, for value received.

And we hereby dispense with the demand of payment of this note, and authorize any attorney at law for us, at any time after the same shall become due, in any court of record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with eight per cent. interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this 8th day of April, 1897,
 Cahill & Davis Co. O.B. Davis (seal)
 John W. Cahill (seal)
 Amos Davis (seal)

There is due to plaintiff from the defendant on said note the sum of Two Hundred (\$200⁰⁰) Dollars, which they claim with interest from the 8th day of October A. D. 1897, at 8 per cent. per annum, and for which, with costs of suit, they ask judgment against the defendant.

F. J. Arthur
 Attorney for Plaintiff.

The State of Ohio, Union County, ss;

F. J. Arthur, being sworn, says that he is the attorney for plaintiff, that this action is founded upon an instrument for the payment of money only, and said instrument is in his possession, and that the facts stated and allegations in said petition are, as affiant believes, true.

F. J. Arthur

Sworn to before me, and signed in my presence, this 8th day of January, A. D. 1898,

(seal)

John A. Bruce
 Deputy Clerk of Court.

On the 14th day of January A. D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:

Answer
 7493

The Peoples Bank Maysville, Ohio,
 vs
 Cahill & Davis Co. O.B. Davis, John W. Cahill & Amos Davis.

Court of Common Pleas
 Union County, Ohio.

The defendants Cahill & Davis Co. O.B. Davis,

John W. Cahill and Simon Davis now come by B. C. Balis, 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 our appearance herein, and said defendant by B. C. Balis 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 have in their Petition set forth, and that the amount due upon said indebtedness at this day is the sum of (\$200⁰⁰) Two Hundred Dollars, bearing interest at 8 per cent per annum, and therefore, for that sum, with interest from October 8, 1897, at 8 per cent per annum and accruing costs confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, and writs of error therein.

B. C. Balis
Attorney for Defendants

On the 14th day of January A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7493

The Peoples Bank
vs
Cahill & Davis Co.,
O. B. Davis, John W.
Cahill & Simon Davis

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by J. J. Arthur, Attorney, and filed their petition against said Defendants, and thereupon B. C. Balis 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, 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 defendant did owe and was indebted unto the plaintiff as he has in their petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiff, on said indebtedness, the sum of Two Hundred Four and 27/100 (\$204²⁷) Dollars, bearing interest at 8 per cent per annum from this date, 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 plaintiff do recover of the said defendants the sum of \$204²⁷ Dollars, or confessed, as aforesaid, with interest

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from January 14th 1898, at 8 per cent. per annum, and also costs in this behalf expended taxed to \$, and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of Error thereon, are by said defendants waived and released.

Attest

J. M. Bosnell Clerk
By J. A. Bosnell Deputy

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January, 1898; on the 30th day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 30th day of December A. D. 1897, Deere & Co. filed in the Clerk's office of the said Court of Common Pleas, the following Petition against John P. Connor, to-wit:

Petition Deere & Company Court of Common Pleas
7490 vs Union County, Ohio
John P. Connor

The plaintiff says they are a corporation duly incorporated in the State of Illinois, by State authority in the year 1868, and duly authorized by the laws of Ohio to transact and carry on business as such corporation in Ohio.

First Cause of Action:

The plaintiff further says its action is founded upon a promissory note of which the following is a copy, with all the credits and endorsements thereon.

" \$ 325⁰⁰ Deere & Company, Incorporated 1868 by State authority.
" On October 1st, 1897, after date I, the subscriber John P. Connor at Marysville, Ohio, promise to pay to Deere & Company
" or order, the sum of Three Hundred Twenty Four & 00/100 Dollars.
" for value received, payable at the Bank of Marysville, Marysville
" Ohio, in Chicago or at 7 exchange or with express charges, with
" interest at eight per cent. from one till paid.

John P. Connor

There are no credits on said note.

There is due from the defendant John P. Connor to the Deere & Company plaintiff on said note the sum of Three Hundred and Twenty Five Dollars and six cents, with eight per cent. interest from October 1st 1897, and for which he prays judgment against the defendant.

Second Cause of Action.

Deere & Company plaintiff says, there is due to it from John P. Connor, defendant, on the account, a copy whereof is hereto annexed and herewith filed marked exhibit "A", and

made part of this petition - the sum of Six and 2/100 Dollars, which plaintiff claims with interest from the 8th of October, 1897, for which with costs he prays judgment.

Robinson E. Woodburn
Atty. for Plaintiff

State of Ohio, Union County, ss;

R. L. Woodburn being sworn says he is one of the attorneys for plaintiff; that this action is founded upon a written instrument in his possession, and on account duly verified, and the facts and allegations stated in the foregoing petition, affiant believes to be true.

R. L. Woodburn.

Sworn to and subscribed to before me this 30th day of December, 1897.

John A. Gosnell
Deputy Clerk of Court.

(seal)

Waver

I do hereby waive the issuing and service of summons in the above case, leaving no rights excepting that of entering my appearance in said case.

December 31st, 1897.

"Exhibit A."

John P. Connor.

Moline Ill. Oct. 8, 1897.

Mr. J. P. Connor.

Marysville, Ohio.

1897	In Account with	Deere Ed Company.
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Aug 10	" 12 C40 handles	" 2.70
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17	" 1 C49 Chris	" 6.00 6.30

Dues & Co. Moline, Illinois, Rec. Oct. 10, 1897.

Attest... R. L. Knipper, State Agent, Columbus, Ohio.

State of Illinois, City of Moline, County of Rock Island, ss;

W. L. Velie, Secty. of Deere Ed Company a corporation organized and existing under and by virtue of the laws of the State of Illinois, being duly sworn, do depose and say that he is Secretary of Deere and Company; that the annexed statement of the account of J. P. Connor, lately doing business at Marysville in the State of Ohio, is just, true and correct; that there is now due thereon the sum of Six and 3/100 Dollars; that no part has been paid or satisfied, and that there are no set-offs, or counter claims known to the knowledge or belief of deponent.

W. L. Velie

Subscribed and sworn to before me, this 8th day of October, 1897.

(seal)

O. Simmons
Notary Public

On the 9th day of February A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

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Petition 7058

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Entry
7490

Deere & Company

vs
John P. Connor

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are true, and that the defendant is indebted to plaintiff in the sum of Three Hundred and Forty One and ³/₁₀₀ Dollars, with eight per cent interest from February 8th 1898.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of Three Hundred and Forty One and ³/₁₀₀ Dollars, with eight per cent interest from February 8th 1898, and his costs herein expended, taxed at \$6.25.

Attest,

J. N. Bosnell Clerk
By J. A. Bosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January, to-wit; on the 3rd day of January in the year of our Lord one thousand eight hundred and ninety eight.

Be it remembered that heretofore to-wit, on the 6th day of February A. D. 1896, Edward Walz filed in the Clerk's office of the said Court of Common Pleas, the following Petition against William J. Ballinger, to-wit:

Petition
7058

Edward Walz

vs
William J. Ballinger

Court of Common Pleas
Union County, Ohio.

The plaintiff says; that on the 17th day of January, 1895, the plaintiff and defendant entered into a co-partnership for the purpose of carrying on the business of making and selling flour and doing a general milling business under the firm name of Ballinger & Ed Walz.

Said co-partnership was formed in the manner following, to-wit;

The defendant was the owner of a flouring mill plant in Plain City, O. which he estimated to be worth \$15,000.00, and the plaintiff was the owner of certain real estate in Columbus, Ohio, estimated at the value of \$5,500.00, and the defendant sold the plaintiff a half interest in said mill property for \$7,500.00, for which he took a deed from the plaintiff for said Columbus property at \$5,500.00, and the plaintiff's note for \$2,000.00, due in one year without interest, and thereupon the plaintiff and defendant agree to carry on said business as equal partners, sharing equally the profits or losses of the business.

It was further agreed that the defendant should keep the books and furnish all the money needed to run the business, and defendant to generally give his assistance to promote the enterprise and plaintiff was to travel and solicit patronage and make sales, buy supplies and perform such labor as would promote the interests of the business.

After forming said partnership and after the plaintiff had become an equal owner in said milling plant, it was extended and repaired and improvements placed therein amounting to more than \$600.00, all of which was paid out of the money of the firm.

The firm also bought and paid for a pair of mills and other property paying for the same with the firms money, amounting to more than \$300.00.

The firm during the year after forming said partnership and up to the 29th day of January, 1896, did a large and prosperous business, consisting mostly of buying grain, making flour and feed, and selling the same, and doing a general milling business, the volume of which would exceed \$36,000.00, and large profits accrued to the firm, but the exact amount the plaintiff is unable to state, as all the books and papers relating to said business are under the control of the defendant, and the plaintiff is not permitted to examine the same, but the plaintiff avers that after paying all expenses, the net profits of the firm would exceed \$3,000.00.

The plaintiff says that on the 29th day of January, 1896, he sold back to the said defendant the half interest in said mill property, and the defendant in payment thereof conveyed to this plaintiff said Columbus property and delivered to this plaintiff the said \$2,000.00, note, and since said date the plaintiff and defendant have ceased to be partners in said business, but there has been no settlement or accounting between the said partners of the said partnership business.

The plaintiff says that during said continuance of said partnership the plaintiff and defendant drew out for living expenses a triple over \$500.00 each, the amounts drawn out being about equal, and after that there was and is a large sum of partnership money and property wholly undivided, amounting as plaintiff avers to more than \$2,200.00 all of which is in the possession and under the control of the defendant.

The plaintiff says that the defendant refuses to account to him for his share of said business and refuses him access to the books of said firm, and refuses to pay the plaintiff the money due him, so that the plaintiff and defendant are wholly unable to settle and adjust their mutual account without the aid of this Honorable Court.

Wherefore the plaintiff prays that the defendant may be required to settle with, and account to him of all said partnership matters and that an accounting may

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be had, and the true balance due the said plaintiff may be determined, and that when so determined by the Court, that the defendant may be adjudged and decreed to pay the same to the plaintiff, and for all such other and further relief as may be equitable, and the nature of the case may require.

Cameron & Cameron
Attorneys for plaintiff.

The State of Ohio, Union County, ss.

Edward Walz, being first duly sworn says that he believes the statements made and allegations contained in his foregoing petition to be true.

Edward Walz.

Sworn to before me and signed in my presence this 5th day of February, 1896.

(seal)

W. N. Ayers

Notary Public. in and for the County of Union & State of Ohio.

To the Clerk:

Issue summons in the above entitled cause for the plaintiff, and direct to the Sheriff of Union County, and returnable according to law.

Cameron & Cameron
Attorneys for plaintiff.

On the 6th day of February A.D. 1896, 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 said County:

You are hereby commanded to notify William J. Ballinger that he has been sued by Edward Walz, in the Court of Common Pleas of Union County, and must answer by the 7th 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 17th day of February, 1896.

Witness my hand and the seal of said Court, this 6th day of February A. D. 1896,

J. N. Gosnell Clerk
By J. N. Gosnell Deputy

Indorsed "In Action for Accounting in money"

Afterward on the 8th day of February A. D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows, to-wit:

Sherriff's Fees	\$	do
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Cop.		15
Total	2	73

The State of Ohio, Union County.
Received this writ Feb. 6th A.D. 1896, at 11 O'clock A.M. and served same by handing a true copy of this writ with the indorsements thereon to William J. Ballinger personally on the 8th day of February, 1896.
Wm J. Swedgrass, Sheriff

On the 17th day of February A.D. 1896, the following answer was filed with the clerk of this Court, to-wit:

Answer
7058

Edward Walz
vs
H. J. Ballinger
Court of Common Pleas
Union County, Ohio.

The defendant for his answer to the plaintiff's petition says that he denies that plaintiff and defendant were partners except in the manner following to-wit:

Defendant says the plaintiff represented that he was the owner of two vacant lots in the City of Columbus, Ohio, of the value of One Thousand Dollars, but encumbered by a mortgage thereon for the sum of Five Hundred Dollars, and also the owner of a house and lot in said city of the value of Five Thousand Dollars but encumbered by a mortgage for Eighteen Hundred Dollars, and also was the owner of good promissory notes of the amount of Thirty Seven Hundred Fifty Dollars on parties in Columbus, Ohio, and on or about the day of January, 1895, plaintiff proposed to defendant to give defendant one for the half interest in defendant's flour mill at Plain City, Ohio, said two vacant lots subject to its encumbrance and said house and lot clear of its encumbrance and Two Thousand Dollars one year after date, and defendant on the 17th day of January, 1895, defendant accepted said proposition and agreed with plaintiff as a part of the same contract, that he would become plaintiff's partner in conducting said Milling business and continue to use in the business what capital and materials that were then in the mill received at \$1987.64 less wheat on storage of \$1056.40 leaving \$931.24 provided plaintiff would collect his said notes and pay off in a short time not later than April, 1895, the said \$1800. encumbrance on said house and lot and pay into the business of Milling capital to offset defendant's capital as far as he could collect the same.

The above named conditions were mutually agreed upon by plaintiff and defendant, and on the 17th day of Janry. 1895 plaintiff executed to defendant his deed of release for said two vacant lots and his warranty deed for said house and lot and give his promissory note to defendant for Two Thousand Dollars, payable one year from its said date.

Defendant and his wife also signed and acknowledged a deed for the half of said flour mill to said plaintiff and placed it in the possession of Howard C. Black for safe keeping to be ready for delivery when plaintiff should remove from said house and lot the said encumbrance of \$1800 thereon, and thereupon said parties announced that they were partners and plaintiff entered upon his work as such.

When April came the plaintiff was unable to remove

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said incumbrance and represented to defendant that in a short time he would obtain money on one of the said notes and pay the incumbrance, but plaintiff failed and through defendant frequently requested plaintiff to pay off said mortgage or that defendant might accept a trade which he desired to make of said house and lot, yet plaintiff continued to fail to pay any part thereof; and about the first of January or before a short time the defendant urged upon plaintiff that this failure on his part insufferable and plaintiff must do something to relieve the situation, and thereupon the plaintiff stated to defendant that he was unable to pay said incumbrance or put up any capital to offset the defendant's capital in said business, which by that time had reached over Two Thousand Dollars, and could not pay said \$2000 becoming due on the 17th of January, 1896.

The plaintiff had not paid a dollar toward said Mill or its business or to remove said \$1800 incumbrance and defendant stated to plaintiff that as he had failed in almost every respect to comply with their contract on his part, he did not think there was any partnership between them and the plaintiff assented thereto and they then about the 10th day of January 1896, agreed together to cancel their said contract, and as a rule of settlement for plaintiff's time which he had been working in the mill agreed together that he should have a salary as a hired man and thereby they would avoid a difficult matter of settling what would be right that should be paid plaintiff under all the circumstances, and they agreed on Sixty Dollars a month as the rate of salary to be paid.

The defendant was to release to plaintiff his interest in all of said Columbus property and the deed for the half of the mill which still remained in the possession of Howard C. Black and not delivered was to be destroyed and the sum of \$1487¹² which defendant had expended on said Columbus property in improvements, taxes and insurance in excess of the receipts for said property during the year plaintiff was to pay and apply on what would be his due for his work and it was further agreed between them that plaintiff should continue to work for defendant at the same rate of \$60 per month until he could find some thing better to do.

Notice of dissolution of the partnership was given and plaintiff continued in the defendant's employ, and about the 31st day of January 1896, defendant executed his deeds to plaintiff for said Columbus property and said deed for the half of the mill was by the defendant in plaintiff's presence and his approval burned up and every thing settled between them except that they had not formally counted up what plaintiff had received, but the books showing his account was in the office of the mill to which the plaintiff had

accus at his pleasure without objection of defendant.

The defendant says that the plaintiff received from time to time during the year the sum of Six Hundred and Twenty Four and 4/100 Dollars, and has since received by settlement of said sum of \$1487.00 paid out in improvements, taxes and insurance on the Columbus property in excess of the entire receipts for same thereof and by a correction of \$2.00 in plaintiffs favor in footing the account and \$2.75 paid by defendant for plaintiff at his request for \$50. in a horse trade and \$50 cash by check about the 2nd of February 1896, and \$4.85 paid at plaintiffs request, the plaintiff has recd a total of \$759.27 and the plaintiffs salary for 12 months to Jan. 17, 1896, at Sixty Dollars per month in offset \$720, and more from Jan. 17, 1896 to Feb. 2nd one half month \$30, making a total of \$750 leaving due the plaintiff \$15.23.

As there may possibly be some error in the account the defendant paid to plaintiff on the 13th day of February 1896, the sum of \$26.51 Dollars in satisfaction of his claim against defendant and offered to pay the costs to this date and corpus judgment for the sum as provided by statute.

The defendant says that in fact said plaintiff did not own good notes to the amount of \$3750 or any notes of half that amount, but that the notes which he alluded to in his representations when he made said contract Jan. 17, 1895, were made to a Co-partnership of which he was a member and which were held by plaintiffs partner as security for the settlement of the affairs of said company, and he was really without means to buy the of said mill and the defendant was deceived thereby and greatly damaged but he cancelled the said contract of Jan. 17, 1895, in the manner aforesaid with the sole view of settling with plaintiff and getting rid of what had proved a very unfortunate undertaking to the defendant.

That he had been compelled to add to the capital of the business and invest his own means and had no prospects of any relief from plaintiff.

That there was a large amount of uncollected accounts on the books and a large amount of materials on hand which would all have to be converted into cash and a considerable indebtedness of said company paid before a settlement on the basis of profits and losses could be reached and it was in consideration of said difficulties and the impracticality of plaintiff to comply with his part of said contract, that plaintiff and defendant rescinded said contract and made said settlement and defendant took the property and assumed the said indebtedness.

The defendant denies that large profits were made by said parties but admits that by the footings of invoices made by plaintiff and defendant on job, there appears

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on the books a profit \$3292.00 but defendant says that appears only by such invoice and by no settlement between plaintiff and defendant, and assuming the items of assets on hand and making a part of said statement to their profit and loss there are \$3708.00 of uncollected accounts and a considerable of the balance consists of property and only \$500.00 consists of cash on hand and in bank.

That said accounts and property were placed in said invoice at much more than cash value and therefore defendant says that very little if any profit was made by said business while said parties conducted the same.

The defendant also says that by cancellation of the said contract of Jan'y. 17, 1895, by reason of the plaintiffs failure to comply on his part with the terms of said contract, the use of the whole mill from Jan'y. 17, 1895, to Jan'y. 17, 1896, would belong to defendant and if a settlement shall now be made on the basis of profits and losses, the plaintiff should account to defendant for the half of said use which defendant says would be Five Hundred Dollars.

The defendant denies that defendant refuses or has refused plaintiff access to the books of said Co-partnership business, and says that up to the Saturday evening before he filed this petition, he was working for defendant at the mill and had constant access to the said books and never mentioned to defendant the subject of access to the books, and he never asked defendant for the books and never asked him for a settlement of profits and never after the time said agreement of cancellation of the contract of Jan'y. 17, 1895, claimed to the defendant that he wished to settle on the basis of profits and losses and defendant denies that he refused to pay plaintiff money but on the contrary defendant says that on the Saturday evening last before he filed his said petition he asked for Fifty Dollars (\$50) and rec'd a Bank Check for same and left on pleasant terms giving defendant to understand that he would be back the next week to resume work; and all the allegations of said petition not admitted are denied.

Therefore defendant prays that plaintiff be ordered and adjudged to receive said sum of \$36.50 paid as aforesaid as satisfaction in full of all demands, and defendant go hence and recover his costs herein.

Robinson Ed Woodburn
Atty. for Def.

The State of Ohio, Madison County, ss:
W. J. Ballinger being duly sworn deposes and says he believes the allegations of the above answer are true.
W. J. Ballinger.

Sworn to before me and signed in my presence
this 14th day of February, 1896.

(seal) Howard C. Black
Notary Public

Motion to Dismiss 7058
 On the 14th day of September A.D. 1896, the following Motion was filed with the Clerk of this Court, to-wit:
 Edward Kaly vs Mrs J. Ballinger
 Court of Common Pleas Union County, Ohio.

The defendant moves the Court to dismiss this cause for want of prosecution by the plaintiff.
 Robinson Ed Woodburn
 Atty. for Deft.

Motion for Security for costs 7058
 On the 14th day of September A.D. 1896, the following Motion was filed with the Clerk of this Court, to-wit:
 Edward Kaly vs Mrs J. Ballinger
 Court of Common Pleas Union County, Ohio.

The defendant moves the Court to require the plaintiff to give security for costs, for ground of the motion defendant says the plaintiff is not a resident of said county of Union in the State of Ohio.
 Robinson Ed Woodburn
 Atty. for Deft.

Entry 7058
 On the 1st day of October A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:
 Edward Kaly vs Mrs J. Ballinger
 Court of Common Pleas Union County, Ohio.

This day came on this cause to be heard on the motion for security for costs and to dismiss for want of prosecution.
 Whereupon the Court sustains the motion for security for costs and order the plaintiff to give security for costs in twenty days and the plaintiff is required to reply in twenty days, and the cause is continued.
 Robinson Ed Woodburn Atty. for Plff.
 Cameron Ed Cameron " " Deft.

Reply 7058
 On the 7th day of December A.D. 1896, the following Reply was filed with the Clerk of this Court, to-wit:
 Edward Kaly vs Mrs J. Ballinger
 Court of Common Pleas Union County, Ohio.

The plaintiff for reply says: that prior to the year 1895, the defendant had been running a mill in Plain City, and had so conducted the business that the reputation of the mill had been lost, and he could not manage it with profit or find a market for its output, and as it was before he entered into the partnership with the plaintiff as stated in the petition, said mill property was not valuable as a mill in comparison with its cost, and the defendant in order to save

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his property from decay and redeem its bad reputation, entered into the agreement of partnership mentioned in the petition and it was especially understood and agreed that the defendant would put in all the capital necessary to run the business and keep said mill in repair and the duty enjoined upon the plaintiff was if possible to find a market for his product and deal with the public in buying material and selling the output of the mill.

It was represented by the defendant that if a market for the output could be found the plaintiff could pay said incumbrance and note from the profit that would accrue to him.

The plaintiff and defendant executed their deeds at the time said partnership was formed and all of them were left with Howard Black, to be held by him until the incumbrance on the house and lot was paid; but without the consent of the plaintiff the defendant got the deeds for the Columbus property and had the records, and said it made no difference about the plaintiff paying the incumbrance as said house was rented and the defendant never claimed that he wanted to trade or sell said property.

The plaintiff was at all times able to command the money to pay off the incumbrance, if it had been required.

The plaintiff says that he entered upon his duties as a partner in the said business and immediately began his arrangements to give said mill a good reputation and bring its business to a paying basis.

The plaintiff says that as a matter of fact, the reputation of a flouring mill has much to do with the profit of its business, and this reputation can only be built up by good work and fair dealing with the patrons of the business.

In the first place the plaintiff required of all hands that the best of flour be turned out and that every grade should be as represented so that the public in its dealings with the partnership would be satisfied and find every thing as represented to them.

The plaintiff then went on the road and solicited patronage and made sales of the out put of said mill and so carefully guarded his dealings with the public that he soon had a good business built up and was able to find a market for the full out put of said mill, and before he had been long engaged in the business he had a greater demand for the proceeds of said mill than it could make with ordinary running, and the hands were often worked over time to supply the trade thus created.

The plaintiff says it took hard work to produce these results but when they were produced it made said mill property quite valuable.

The plaintiff says that after he had put the said business in a good condition and established the

reputation of said mill, others wanted it and the defendant wanted to get rid of his contract with the plaintiff and finally the defendant wanted to put in his son John as overseer and book keeper to which the hands and plaintiff made objection, but the defendant insisted and finally not wishing to have trouble the plaintiff at the request of the defendant consented to dissolve partnership and close said partnership, and accordingly the debts were exchanged as stated in the petition but no settlement of the partnership matters was made.

The parties made some progress in settling when the defendant showed a disposition to be wholly unfair.

He wanted to charge for the most trifling repairs that had been put on the Columbus property but was not willing to pay for costly repairs and improvements on said mill property and finally to ent the trouble the plaintiff brought this action.

Since the action was brought the defendant did hand the plaintiff the small sum of money named in the answer for which he is entitled to credit.

The plaintiff denies all the allegations in the answer not herein or in the petition admitted.

Wherefore the plaintiff prays as he has already prayed in his petition.

Cameron Ed Cameron
Attorney for Plaintiff

The State of Ohio, Union County, ss.

Edward Walz being first duly sworn says that the facts stated in his foregoing reply are true as he verily believes.

Edward Walz,

Sworn to before me and signed in my presence this 7th day of April 1896.

(seal)

J. N. Gosnell Clerk
By J. A. Gosnell Deputy

On the 11th day of May A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7058

Edward Walz
vs
J. Ballinger

Court of Common Pleas
Union County, Ohio.

This cause is continued for want of time to hear the same.

Robinson Ed Woodburn for Deft.
Cameron Ed Cameron " Plff.

On the 5th day of January A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7058

Edward
vs
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Petition 6940

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Entry
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Edward Walz
vs
William J. Ballinger

Court of Common Pleas
Union County, Ohio.

This day came on this cause to be heard by the Court upon the pleadings and evidence of the parties and the Court having heard the evidence and arguments of counsel, and being fully informed in the premises doth find for the defendant on the issue found.

It is therefore considered and adjudged by the Court that the plaintiffs petition be and the same is dismissed, but the Court further find that a small sum was due plaintiff from defendant at the time said petition was filed and which was since paid by defendant.

It is therefore ordered and adjudged by the Court that the plaintiff recover of the defendant his costs herein expended taxed to \$

Whereupon plaintiff gave notice of his intention to appeal this case to the Circuit Court and asked the Court to fix the appeal Bond, and thereupon the Court fixed the appeal Bond at \$100.00.

Approved.
Cameron Ed Cameron
Atty. for Plaintiff.

Attest
J. H. Sosnell Clerk
By J. W. A. Sosnell Deputy

Plus 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 Duncan Dorr, Judge of said Court, of the Term of January, 1895; on the 30th day of January in the year of our Lord One thousand eight hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 30th day of July A. D. 1895, Robert C. Hager filed in the Clerks office of the said Court of Common Pleas, the following Petition, to-wit:

Petition
6940

Robert C. Hager
vs
Cynthia A. Neal Ed
Clarence D. Neal

Court of Common Pleas
Union County, Ohio.

The plaintiff says, that on or about the first day of June, 1895, and prior thereto, the Defendant Cynthia A. Neal was the owner in fee simple of the following real estate, to-wit, situated in the County of Union, State of Ohio, in the Village of Plain City and bounded and described as follows, to-wit:

The first tract described as follows:

Beginning at a stone N. W. corner to a tract of land conveyed by Mrs Jennie Nuyland to James

J. Black: Thence South $2\frac{3}{4}$ East one hundred and seventy five (175) feet; Thence North $80\frac{1}{4}$ East fifty (50) feet; Thence North $2\frac{3}{4}$ East one hundred and thirty six (136) feet; Thence North $56\frac{1}{2}$ West Fifty Eight feet (58) to the place of beginning, being part of original survey Nos. 7758, 7830 and 10708.

And also the following described tract situated in said County of Union, State of Ohio, and Village of Plain City, described as follows:

Beginning at South east corner of lot of Robert D. Hayes, Thence north $80\frac{1}{4}$ east fifty (50) feet; Thence north $2\frac{3}{4}$ east one hundred and thirty six (136) feet; Thence South $(78,3\frac{1}{4})$ west fifty feet (50); Thence South $(2\frac{3}{4})$ west one hundred and thirty six (136) feet to the place of beginning, being part of surveys numbers 7758, 7830 and 10708, said two tracts above described lie in one body and the two tracts together are now known on the plat of the Union County portion of said Village of Plain City as lot No. 83, and was so known as lot No. 83 on said 1st deed of June, 1895 and prior thereto.

That on said first day of June, 1895, the plaintiff purchased of the said Cynthia H. Neal both of the tracts above described for the consideration of Five Hundred and Fifty (\$450.00) Dollars which sum was the reasonable value of both of said tracts.

The said defendant Cynthia H. Neal at the time of the sale by her of the above described premises to the plaintiff resided in the City of Omaha Nebraska, and had resided there for some years prior to said sale, and still resides there.

Said consideration for said premises, to-wit said Five Hundred and Fifty (\$450.00) Dollars the plaintiff according to his agreement with said Cynthia H. Neal has fully paid to her.

The plaintiff further says that when he purchased the above premises of said Cynthia H. Neal she requested the said plaintiff to make out the deed for said premises and send the deed to her and she would execute the same; but the plaintiff says that in drafting said deed he included in the description of the purchased premises by mistake only the tract first above described and by mistake omitted from said deed so drafted and sent to Cynthia H. Neal the second tract above described and forwarded said deed to the said defendant, which deed said defendant executed and returned to plaintiff without correcting the same and by mistake on her part omitting from the same said second tract above described which she had sold to plaintiff so that by the mutual mistake of plaintiff and Cynthia H. Neal the deed executed by her to plaintiff only contained the tract first herein above described and did not contain the second tract above described which she had so sold to plaintiff and for which she had received the full purchase money.

Plaintiff further says that the said Cynthia H. Neal when she sold said two tracts to plaintiff fully intended

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and expected to convey to the plaintiff full title for all the real estate herein described but plaintiff says that the said Cynthia A. Neal on ascertaining that she had not conveyed to the plaintiff the full premises purchased by him of her she in fraud of plaintiff's rights did on the 22nd day of June 1895, execute a pretended deed for the second tract above described to the defendant Clarence D. Neal and delivered the same to him and he has now left the same for record with the Recorder of Union County, Ohio.

The plaintiff further says that the said Clarence D. Neal is the son of said Cynthia A. Neal, and that the said Clarence D. Neal also resides in Omaha, Nebraska, and that his mother the said Cynthia A. Neal, the defendant herein lives with him and did so live with him at the time she sold said premises to the plaintiff and prior thereto, and plaintiff avers that her said son well know that his said mother had sold the full premises herein described to the plaintiff when he accepted said pretended deed from his said mother on June 22nd 1895, for said second tract herein described.

And plaintiff avers and charges that said defendant Clarence D. Neal paid no consideration and bound himself to pay no consideration to his said mother for said deed or made to him but on the contrary plaintiff charges that said pretended deed to said son was made with full knowledge on the part of said Cynthia A. Neal, and that the said Clarence D. Neal of the rights of the plaintiff and that the plaintiff had purchased said premises and was justly entitled to a deed therefor.

Plaintiff further says that he has performed every thing that he was to do in relation to the purchase of said real estate; that he has paid as he has already stated the full amount of the purchase money for both the tracts herein described, and which money was accepted by said Cynthia A. Neal in full payment for both of said tracts and yet the said Cynthia A. Neal, though often requested by plaintiff has neglected and refused and still refuses to convey to plaintiff by good and sufficient deed the premises purchased by plaintiff of her and she refuses to convey to plaintiff said second tract herein described.

The plaintiff therefore prays that the deed so executed by the said Cynthia A. Neal to this plaintiff be reformed so that the title to the said second tract will be by the order of this Court vested in the plaintiff, and that the said Cynthia A. Neal and the said Clarence D. Neal be ordered to convey said second tract of land to the plaintiff within a short day to be fixed by the Court, and in default of said conveyance that the judgment and decree of this Court operate as a full and complete title to said second tract of land to and in plaintiff.

That the deed executed from Cynthia A. Neal to

The said Clarence D. Neal be set aside and held for naught, and that the Court order a sufficient deed to be made to plaintiff either by Cynthia H. Neal and the said Clarence D. Neal or by either of them as may be necessary to vest in plaintiff the tract of land omitted from his deed as aforesaid, and the plaintiff asks all further and other relief as in law and equity he may be entitled to by reason of the facts herein stated.

Porter Ed Porter
and Howard C. Black
Attorneys for Plaintiff.

State of Ohio, Union County, ss:

The plaintiff, Robert C. Hager, being duly sworn makes oath that the facts stated in the foregoing petition are true as he believes.

Affiant further makes oath, that service of Summons cannot be made in the State of Ohio, upon the defendants Cynthia H. Neal and Clarence D. Neal or either of them and that this case is one of those mentioned in Section 5048 of the revised Statutes of Ohio, and further affiant saith not.

Sworn to by the said Robert C. Hager before me and signed by him in my presence this 30th day of July, 1895.

Robt C. Hager

(seal)

R. N. Nash, Notary Public
Union County, Ohio.

Fee 40cts.

On the 2nd day of December A. D. 1895, the following Legal Notice was filed with the Clerk of this Court, to-wit:

Legal Notice

Cynthia H. Neal and Clarence D. Neal whose place of residence is No. 2835, Charles Street, Omaha, State of Nebraska, with late notice that Robert C. Hager did on the 30th day of July 1895, file his petition in the Court of Common Pleas of Union County, Ohio, against the said Cynthia H. Neal and Clarence D. Neal, the object and prayer of which petition is to compel a conveyance to plaintiff from defendants of the following real estate which plaintiff had purchased from the said Cynthia H. Neal, and paid her for, and which she refuses to convey to him, to-wit:

Situate in the County of Union and State of Ohio, and in Plain City, and described as follows:

Beginning at the southeast corner of a lot of Robert C. Hager; thence N. 80 1/4 E. fifty (50) feet; thence N. 2 3/4 E. 136 feet; thence S. 78 3/4 W. fifty (50) feet; thence S. 2 3/4 W. 136 feet to the beginning; being part of surveys Nos. 7758, 7880 and 10708; and also to set aside a deed made on June 22nd, 1895, by Cynthia H. Neal to said Clarence D. Neal for the same land, and to reform a deed made on the first day of June, 1895, by Cynthia H. Neal to plaintiff, and for equitable relief.

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Said Cynthia H. Neal and Clarna D. Neal are notified to answer said petition by the 21st day of September, 1895;
July 31, 1895.

Porter and Porter and Howard C. Black
Attorneys for Plaintiff.

The State of Ohio, Union County, ss:

The undersigned being duly sworn, says that a copy of the annexed notice was published for & consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with July 31, 1895.

W. C. Shearer

Sworn to and subscribed before me, this 30 day of November, 1895.

(seal)

J. N. Gosnell Clerk

Printers' Fees, \$14⁰⁰

On the 19th day of September A. D. 1895, the following Motion was filed with the Clerk of this Court, to-wit:

Motion
6940

Robert C. Hager
vs
Cynthia H. Neal et al

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant and moves the Court to require the plaintiff to give security for the costs herein, and for ground thereof says; that said plaintiff is a non-resident of said Union County, Ohio.

John M. Borrdick
Attorney for Defendant.

On the 27th day of December A. D. 1895, the following Answer was filed with the Clerk of this Court, to-wit:

Answer of
Cynthia H. Neal
6940

Robert C. Hager
Plaintiff
vs
Cynthia H. Neal et al
Clarna D. Neal
Defendants

Court of Common Pleas
Union County, Ohio.

And now comes the defendant Cynthia H. Neal and for answer to plaintiff's petition herein filed, says:

First Defense:

Said defendant Cynthia H. Neal admits, that on or about the first day of June, 1895, she was the owner in fee simple of the mo tract of land described in said plaintiff's petition.

That on the first day of June, 1895, plaintiff purchased of this defendant said first described tract of land for the sum of Four Hundred and Fifty Dollars, and that said sum was the reasonable value of said first tract of land.

That said defendant Cynthia H. Neal resides in the City of Omaha, Nebraska.

That said Four Hundred and Fifty Dollars has been

fully paid to her.

That said plaintiff caused said deed to be drafted and forwarded to this defendant to execute and return to the Farmers Bank at Plain City, Ohio, to be delivered to said plaintiff on payment of the purchase money, and that having found said deed to be prepared in accordance with the contract between said plaintiff and this defendant she executed the same and returned it to said Farmers Bank in pursuance of her agreement with said plaintiff.

That said defendant Cynthia A. Neal did, on the 22nd day of June, 1890, execute and deliver to said defendant, Clarence D. Neal a deed for said second described tract, and that said Clarence D. Neal is the son of of said Cynthia A. Neal, and said defendant Cynthia A. Neal denies each and every other allegation in said petition contained, not herein specifically admitted.

Second Defense, and Cross-Petition.

The said defendant Cynthia A. Neal says, that on or about the 15th day of March, 1893, she rented the said premises described in plaintiffs said petition to said plaintiff for the sum of Four Dollars per month.

That said plaintiff had the full control thereof until about June 1st 1895, in all twenty seven months at Four Dollars per month, amounting to One Hundred and Eight Dollars.

That said plaintiff has always failed and refused to account for, or pay over to this defendant any part of said sum, although often requested so to do.

Said defendant Cynthia A. Neal therefore asks that said plaintiff be required to fully set forth a true accounting of said rents for the time above specified, and that on the final hearing hereof she may have judgment against said plaintiff for said sum of One Hundred and Eight Dollars, and for all proper relief in the premises.

John M. Brodnick
Attorney for Cynthia A. Neal

The State of Nebraska }
County of Douglas } ss.

Cynthia A. Neal, the above named defendant being sworn, makes oath that the facts stated in the foregoing Answer and Cross-petition are as affiant believes, true.

Cynthia A. Neal.

Sworn to by said Cynthia A. Neal before me and signed by her in my presence this 24th day of December, 1898;

(seal)

W. D. Youden
Notary Public

On the 27th day of December A. D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:

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

Answer
6940

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Answer
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Robert C. Hager
vs
Cynthia H. Neal et al
Clarence D. Neal

Answer of Clarence D. Neal

And now comes the said defendant Clarence D. Neal and for answer to plaintiffs petition herein filed says: That he admits, that on or about the first day of June, 1895, said defendant Cynthia H. Neal was the owner in fee-simple of the premises described in plaintiffs said petition.

That said defendant Cynthia H. Neal on said June 1st, 1895, resided in the City of Omaha, Nebraska.

That said defendant Cynthia H. Neal conveyed said second described tract in said petition to this defendant on June 22nd, 1895.

That this defendant duly filed the deed therefor with the County Recorder of Union County, Ohio, to be by him entered on record, and that said defendant Clarence D. Neal is the son of said defendant Cynthia H. Neal, and this defendant denies each and every other allegation in said petition contained, not herein specifically admitted.

John M. Brodrick
Attorney for Clarence D. Neal.

The State of Nebraska, County of Douglas, ss;

Clarence D. Neal the above named defendant, being sworn, makes oath that the facts stated in the foregoing answer are, so affiant believes, true.

Clarence D. Neal

Sworn to by said Clarence D. Neal, before me, and signed by him in my presence this 24th day of December, 1895;

(seal)

W. D. Youlen
Notary Public.

On the 13th day of January A. D. 1896, the following Motion was filed with the Clerk of this Court, to-wit:

Motion
6940

Robert C. Hager
vs
Cynthia H. Neal et al

Court of Common Pleas
Union County, Ohio.

The plaintiff moves the Court to strike from the answer of Cynthia H. Neal that portion of said answer entitled "Second defense, and Cross-petition" for the following reasons.

1st. Because said so called second defense is not a general or specific denial of any allegation of said petition.

2nd. It contains no matter or fact touching any matter or fact stated in the petition.

3rd. Said defense state no fact arising out of the contract or transaction set forth in the plaintiffs petition, and is in no way connected with the subject of plaintiffs action.

4th. It is neither a defense, counter claim, or set off, allowed by law.

Howard C. Black & Porter & Porter, Attys. for Opp.

Exception
to
Deposition
6940

On the 30th day of January A. D. 1898, the following Exceptions were filed with the Clerk of this Court, to-wit:
Robert C. Hager
vs
Cynthia A. Neal &
Clarence D. Neal
Court of Common Pleas
Union County, Ohio.

The plaintiff excepts to the Deposition of Clarence D. Neal, and specially to questions as numbered 5, 7, 12, 14, 21, 22, 24, 25 and 31 and the answers thereto respectively, as aver the same are leading in form.

And plaintiff excepts to questions 14, 16, 23, 24, 26, 28, and 31 and the respective answers thereon are incompetent and irrelevant, and excepts because the deposition was taken before a female Notary Public, and asks that said questions and answers be ruled out as evidence in the case, and stricken from the depositions.

Porter & Porter
Attorneys for Plaintiff,

Reply
6940

On the 30th day of January A. D. 1898, the following Reply was filed with the Clerk of this Court, to-wit:
Robert C. Hager
vs
Cynthia A. Neal &
Clarence D. Neal
Court of Common Pleas
Union County, Ohio.

The plaintiff replies to the first defense in the answer of Cynthia A. Neal filed herein, and denies that plaintiff only purchased of her the first described tract of land, and for sum of \$450, and denies that said first tract was of the value of \$450, as alleged by her; and denies that this defendant found the deed sent by plaintiff for execution to be in accordance with her contract with plaintiff.

And plaintiff affirms all the allegations of his petition and asks the decree and order as in his petition he has already asked.

Black, Porter & Porter
Atty. for Plaintiff

The State of Ohio, Union County, ss.

John L. Porter makes oath that he is one of the attorneys for the plaintiff in this case.

That the plaintiff is a non resident of said County of Union and now absent therefrom, and affiant believes the facts stated in the foregoing reply to be true.

Sworn to by John L. Porter before me and signed by him in my presence this 28th day of January, 1898.

(seal)

John L. Porter
J. N. Gosnell
Clerk of Court

On the 31st day of January A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
6940

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Entry
6940

Robert C. Hays
vs
Cynthia H. Neal
Clarence D. Neal

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon petition of plaintiff the answers of defendants, and the Reply thereto, and the evidence offered by both parties, and was argued by counsel.

In consideration whereof the Court find the allegations of plaintiffs petition to be true, and that the plaintiff did purchase of the said Cynthia H. Neal, both the tracts of land as described in plaintiffs petition, and paid for the same and became and is entitled to his deed for the same as therein set forth, and that all of said facts were well known to said Clarence D. Neal, and that he, the said Clarence D. Neal, secured and accepted said deed for part of said premises from the said Cynthia H. Neal with full knowledge of plaintiffs rights.

It is therefore considered, decreed and adjudged that the said deed so made to said Clarence D. Neal be cancelled, set aside and held for naught, and that the said Cynthia H. Neal and Clarence D. Neal be ordered and decreed to convey to plaintiff, in fee simple, said second tract of land as described in plaintiffs petition, in thirty days from the date of this order and decree, or in default of said conveyance within said time, that the judgment and decree of this Court operate and stand as a full and complete title in fee simple in law and equity, to the said Robert C. Hays, his heirs and assigns, as fully and completely as the deed from said defendants, one or both of them would or could do.

It is further considered and adjudged that the defendants pay the costs herein made, taxed at \$39.41. To all of which order and decree the defendants excepted, and the defendants gave notice of their intention to appeal this cause to the Circuit Court, and the Court fixed the appeal bond at \$100.00.

Brodrick, for Defendants

Attest

J. M. Hosnell Clerk
By J. W. A. Hosnell Deputy.

Oleas 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 Duncan Dow, Judge of said Court, of the Term of January, 1894; on the 3rd day of January, in the year of our Lord One thousand eight hundred and Ninety Eight.

Be it remembered that heretofore on the 5th day of September A. D. 1894, Alexander Carson filed in the Clerks Office of the said Court of Common Pleas, the following petition against W. L. Johnson et al, to-wit:

Petition 6791 Alexander Carson vs M. L. Johnson Ed Laura Johnson

Court of Common Pleas, Union County, Ohio.

The defendant wrongfully detains from plaintiff the following goods and chattels of the plaintiff, to-wit: One Gray mare about 6 years old and sucking colt.

Defendants have detained them from the plaintiff for the space of one month, to the damage of plaintiff in the sum of Ten Dollars.

Wherefore plaintiff asks judgment against defendant for the recovery of said property and for the sum of Ten Dollars with interest.

D. N. Ayers Attorney for Plaintiff.

State of Ohio, Union County, ss:

Alexander Carson, being first duly sworn says, the facts stated and allegations in his foregoing petition are as he believes, true.

Sworn to before me and signed in my presence this 5th day of September, 1894.

(seal)

J. N. Gornell Clerk of Court

On the 26th day of August A. D. 1895, the following answer was filed with the clerk of this Court, to-wit:

Answer 6791 Alexander Carson vs M. L. Johnson Ed Laura Johnson

Court of Common Pleas Union County, Ohio.

Now comes the defendant herein and denies each and every allegation in said petition contained and asks to go hence without day and all proper relief.

W. J. Hooper Attorney for Defendant.

State of Ohio, Union County, ss:

M. L. Johnson being sworn says he is one of the above defendants, and that the facts in the foregoing answer are true.

Sworn to and subscribed by M. L. Johnson this 26th day of August, 1895.

(seal)

J. N. Gornell Clerk of Court

On the 13th day of September A. D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Entry 6791 Alexander Carson vs M. L. Johnson et al

Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the

question came (1) Ross (5) C. L. State, more and a jury as for that a right the pet and a reason

Entry 6791

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defendants plaintiff gather therefore

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Petition 7189

question heretofore ordered to be determined by a jury, and thereupon came the following named persons as jurors, to-wit:

- (1) Robt. D. Finley, (2) Israel Fryle, (3) D. M. Freshwater, (4) Benj. Carter,
- (5) E. W. Moore, (6) B. L. Robinson, (7) Jay S. Rogers, (8) A. C. Copper, (9) Simon Staley,
- (10) John C. Harriman, (11) Lewis Baker, (12) Samuel Borne, who were duly impaneled and sworn according to law.

And thereupon, after hearing the evidence, argument and charge of the Court, and after due deliberation, the said jury returned their verdict in writing, signed by their foreman, as follows, to-wit:

"We the jury, find upon the question submitted to us, that at the commencement of this action the defendant had the right of property and possession in the goods and chattels in the petition described, and was entitled to the possession thereof; and we do assess their damages against the plaintiff, by reason of the premises, at Forty Dollars.

B. L. Robinson
Foreman.

On the 25th day of January A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
6791

Alexander Carson	Court of Common Pleas
vs	Union County, Ohio.
M. L. Johnson et al	

The jury in this action having, on inquiry for the defendant, at a former day of this Court, assessed his damages against the plaintiff at \$40.00.

It is therefore considered by the Court that the defendants, M. L. Johnson and Laura Johnson, never from the plaintiff, Alexander Carson, the sum of \$40.00, or assessed, together with his costs herein expended, and execution is awarded therefor.

Attest

J. N. Boswell Clerk

By J. A. Boswell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Dimean Dow, Judge of said Court, of the Term of January, to-wit: on the 3rd day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 4th day of September A. D. 1896, Peter Wyrugar filed in the Clerk's office of the said Court of Common Pleas, the following petition against E. V. Copper et al, to-wit:

Petition
7189

Peter Wyrugar	Court of Common Pleas
vs	Union County, Ohio.
E. V. Copper et A. C. Copper	

Now comes the plaintiff and for his cause of

action against the defendant says:-

That the defendant E. V. Copper is the wife of said A. E. Copper, and in the month of February, 1896, she was the owner of 100 acres of land in Ross County, Ohio, on which was a mortgage of \$275.00.

The plaintiff was then the owner of certain real estate situated in Richwood, Union County, Ohio; and in said month of February, 1896, the defendant and plaintiff made an exchange, or trade of their lands, and the plaintiff deeded to said E. V. Copper his Union County lands, and the defendant joined in a deed to plaintiff for the Ross County land, and plaintiff assumed said incumbrance.

The estimated value of said Ross County lands was \$3500, and the plaintiff's land was the same.

The said A. E. Copper acting as agent for and on behalf of said E. V. Copper did all the business in bringing about said trade and in order to induce the plaintiff to make the same represented to plaintiff that said Ross County land was all under fence, with necessary and proper cross fences, that all said fences were new and in good repair; he further represented that there was a new house on said land containing four good rooms all in good condition, and that there was a spring of pure flowing water on said lands that added to its value \$500.

He further represented that there was a good orchard of 30 acres on said land, and that ten acres of it was young well bearing trees and all of said orchard was in good condition and bearing excellent fruit.

He further represented that 40 acres of said land was good second bottom land, well suited for cultivation, he further represented that there was thirty acres of said land cleared and in a good state of cultivation and well set in clover.

The plaintiff had never seen said lands as the defendant well knew, and the plaintiff had to and did rely wholly upon the statements and representations of the defendant in regard to said lands and had no knowledge of the land other than as given him by the defendant.

And the plaintiff was induced to make said exchange of lands by reason of the representations of said defendant as herein set forth.

The plaintiff says that all said representations were false and fraudulent and were made with intent to deceive and defraud the plaintiff.

The house on said lands was made out of old logs and contained only three rooms, it was an old house of no value; there was no spring on said lands; said lands were not under fence; there had been some fences on it but they were rotted down and of no value.

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vs
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Summons

issued by
To the
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broken old trees which were of no value.

There was no second bottom on said lands, some of said lands were in a good state of cultivation, or in down, but the whole land was covered with a thick growth of underbrush, gnats and saplings which would require great expense to remove before said lands could be brought into cultivation, and being all up land of poor quality it was and is of little value for farming purposes, or any other purpose.

The plaintiff says, that if said land had been as it was represented it would have been worth \$35, per acre, but as it is it is not worth to exceed \$10, per acre.

The plaintiff says that by reason of the premises he has been damaged in the sum of Twenty Five Hundred Dollars.

Wherefore the plaintiff prays for judgment against the defendants in the sum of Twenty Five Hundred Dollars, his damages or as aforesaid sustained, and for all proper relief.

Cameron Ed Cameron
Attorneys for Plaintiff

The State of Ohio, Union County, ss.

J. L. Cameron being first duly sworn says he is one of the Attorneys for the plaintiff duly authorized in the premises, that the plaintiff is not a resident of the said County of Union, and is now absent therefrom, and that the affiant believes the facts stated and allegations made in the foregoing petition to be true.

Sworn to before me and signed in my presence this 4th day of September, 1896.

(seal)

J. L. Cameron
J. N. Gornall
Clerk of Court.

On the 4th day of September A. D. 1896, the following Precept was filed with the Clerk of this Court, to-wit:

Precept
7189

Peter Wyzogor
vs
C. V. Copper Ed
A. C. Copper

Court of Common Pleas
Union County, Ohio.

Clerk issue Summons to Sheriff of Union County, Ohio, returnable according to law, Indorse Amount claimed \$2500.00.

Cameron Ed Cameron
Attorneys for Plaintiff

On the 4th day of September A. D. 1896, 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 said County:

You are hereby commanded to notify C. V. Copper and A. C. Copper, that they have been sued by Peter Wyzogor in the Court of Common Pleas of Union County, and must answer by the 3rd day

of October A. D. 1896, or the petition of the said plaintiff will be taken so true, and judgment rendered accordingly.

You will make due return of this summons on the 14th day of September, 1896.

Witness my hand and the seal of said court, this 4th day of September A. D. 1896.

J. N. Russell Clerk

Afterward on the 8th day of September A. D. 1896, 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 Fee	\$	65
Service Return		65
Mileage	2	72
Copy		30
Total	3	67

The State of Ohio, Union County, ss.

Received this writ September 4th A. D. 1896, at 5 o'clock P. M. and served same by handing a true copy of this writ with the endorsement thereon to E. V. Copper personally and to A. E. Copper by leaving a copy at his usual place of residence on the 5th day of Sept. 1896, Wm. J. Swadgrass, Sheriff.

On the 30th day of September A. D. 1896, the following motion was filed with the clerk of this court, to-wit:

Motion 7189

Peter Hynegar vs E. V. Copper et al

Court of Common Pleas Union County, Ohio

Now come the defendants, by their attorneys and move the court to dismiss this action, and strike it from the files, for want of verification of petition.

E. V. Copper et al A. E. Copper By their Attorneys, H. V. Spicer & J. E. Robinson.

On the 16th day of February A. D. 1897, the following entry was filed with the clerk of this court, to-wit:

Entry 7189

P. H. Hynegar vs E. V. Copper et al

Court of Common Pleas Union County, Ohio

This cause coming on for hearing upon the motion of the defendant to strike petition from files, Counsel for plaintiff took leave to have clerk to attach writ. Leave granted to defendant to answer in 30 days.

Camron & Camron J. E. Robinson.

On the 19th day of April A. D. 1897, the following motion was filed with the clerk of this court, to-wit:

Motion 7189

Peter Hynegar vs E. V. Copper et al A. E. Copper

Court of Common Pleas Union County, Ohio

Now come the defendants by their attorneys and move the court to require the plaintiff herein to furnish security

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Answer 7189

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Entry 7189

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Entry 7189

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for the costs that have been or may be hereafter made in this action for the reason that said plaintiff was at the time of filing his petition herein and still is a non resident of the County of Union.

James E. Robinson
Atty. for Defen.

On the 1st day of May A. D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Answer
7189

Peter Wynegar
vs
A. E. Copper Ed
C. V. Copper

Court of Common Pleas
Union County, Ohio

The defendants above named in answer to the petition of the plaintiff, admits the agency of A. E. Copper as set forth in plaintiffs Petition, and admits that in February, 1896, they made an exchange of certain Ross County lands for certain Union County lands, with the plaintiff, and deny each and every other allegation in said petition contained.

James E. Robinson
Atty. for Defendants

State of Ohio,
Union County ss.

A. E. Copper being first duly sworn says that the facts stated in the foregoing Answer are true as he verily believes.

A. E. Copper

Sworn to and subscribed before me this 16th day of April, A. D. 1897.

(seal)

C. H. Jacobs, Mayor

On the 4th day of May A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7189

P. H. Wynegar
vs
A. E. Copper Ed
C. V. Copper

Court of Common Pleas
Union County, Ohio

This cause coming on for hearing upon the motion of the defendants for a continuance, the Court find a cause for continuance is shown.

It is therefore ordered that this cause be continued until the next term of this Court, and that the defendants pay the costs of this continuance.

Cameron Ed Cameron for Offr
J. E. Robinson " Dft.

On the 11th day of January A. D. 1898, the following Entry was filed, to-wit:

Entry
7189

Peter Wynegar
vs
C. V. Copper et al

Court of Common Pleas
Union County, Ohio

This day this cause came on to be heard on the question

henceforth ordered to be determined by a jury, and thereupon came the following named persons as jurors, to-wit:

(1) Aaron Barno, (2) Douglass Reynor, (3) D. A. Moore, (4) W. C. Shirk, (5) Jerome Albough, (6) E. W. Blair, (7) Stephen Long, (8) Wm Stillingo, (9) George Schalip, (10) Simeon Stalder, (11) Adam Snider, (12) N. B. Brown, who were duly impanelled and sworn according to law; and after hearing the evidence in part, the hour for adjournment having arrived this cause was continued until 8^o tomorrow morning.

On the 12th day of January A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7189

Peter Wyzegar vs E. V. Copper & A. E. Copper
Court of Common Pleas
Union County, Ohio

This day again came the parties by their attorneys, also came the said jury henceforth impanelled and sworn herein, and after hearing the remaining evidence adduced, and the arguments of counsel, the hour for adjournment having arrived, this cause was continued until tomorrow morning.

On the 13th day of January the following Entry was filed by the Clerk of this Court, to-wit:

Entry
7189

Peter Wyzegar vs E. V. Copper & A. E. Copper
Court of Common Pleas
Union County, Ohio

This day again came the parties by their attorneys also came the following named persons as jurors, to-wit:

(1) Aaron Barno, (2) Douglass Reynor, (3) D. A. Moore (4) W. C. Shirk, (5) Jerome Albough (6) E. W. Blair, (7) Stephen Long, (8) William Stillingo, (9) Simeon Stalder (10) George Schalip, (11) Adam Snider, (12) N. B. Brown, who were henceforth duly impanelled and sworn according to law, and after hearing the charge of the Court, the said jury was conducted to their room in charge of the Sheriff for deliberation.

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

We, the jury, being duly impanelled, sworn and affirmed, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendants E. V. Copper and A. E. Copper at the sum of Thirteen Hundred and Twenty Dollars and Sixteen cents \$1320.16.

Dated Jan. 13, 1898.

Stephen Long, Foreman.

On the 15th day of January A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion
7189

Peter Wyzegar vs E. V. Copper & A. E. Copper
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Motion
7189

Peter Wymegar
vs
E. V. Copper Ed
A. E. Copper

Court of Common Pleas
Union County, Ohio

Now come the defendants and move the Court to vacate and set aside the verdict of the jury and for a new trial in the above entitled case for the following causes affecting materially the substantial rights of said defendants.

First: There was irregularity in the proceedings of the jury, by which the defendants were prevented from a fair trial.

Second: There was misconduct on the part of this jury in this, that the verdict was reached by each juror voting the amount of damages which he thought was just and then some one juror adding said amounts together and dividing the sum total by twelve and computing interest on that amount, and returning that as the verdict.

Third: The damages given by the jury were excessive and were given under the influence of passion and prejudice and was arrived at by a process unlawful, unfair and unjust.

Fourth: The verdict is not sustained by sufficient evidence.

Fifth: The defendants have newly discovered evidence material for them which they could not with reasonable diligence have discovered and produced at the trial.

Sixth: There was error of law on the part of the Court in overruling the motion of the defendants for a continuance also in the charge to the jury.

E. V. Copper Ed A. E. Copper
By Jas E. Robinson, their Atty.

On the 31st day of January A.D. 1898, the following Notice was filed with the Clerk of this Court, to-wit:

Motion
7189

Peter Wymegar
vs
E. V. Copper Ed
A. E. Copper

Court of Common Pleas
Union County, Ohio

The plaintiff moves the Court to strike from the files the affidavit of H. W. Menist, N. B. Spratt and John Blair, and for grounds of his motion says:

That said affidavits are filed without leave of the Court, and that the evidence sought to be introduced by said affidavits are not rebuttal and if competent at all should have been introduced by said defendant in chief.

Camron Ed Camron
Attorneys for Plaintiff

On the 1st day of February A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7189

Peter Hyugor
vs
E. V. Copper Ed
A. E. Copper

Court of Common Pleas
Union County, Ohio.

This day came the parties, and their attorneys, and this cause came on to be heard upon the motion of the defendants to set aside the verdict of the jury, and for a new trial herein.

And the Court after hearing the evidence and arguments of counsel, and being fully advised in the premises overruled said motion.

It is therefore considered by the Court that the said plaintiff recover from the said defendants, E. V. Copper and A. E. Copper the said sum of Thirteen Hundred and Twenty and 14/100 Dollars as heretofore by the verdict of the jury found due him, with interest from this date together with his costs herein expended, taxed at \$, to which ruling and judgment of the Court the defendants except.

Approved,
D. Dow, Judge

Attest
J. N. Gosnell Clerk
By J. A. Gosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January, to-wit: on the 3rd day of January, in the year of our Lord, One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit on the 9th day of December A. D. 1897, Louis A. DeWitt, by Ann E. DeWitt her Guardian, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Mary E. Neill, to-wit:

Petition
7478

Louis A. DeWitt, by her Guardian, Ann E. DeWitt
vs
Mary Neal, J. S. DeWitt,
W. A. DeWitt, C. P. DeWitt,
Carrie C. DeWitt, Martha J. Geary,
and Ann E. DeWitt, widow
of Peter DeWitt deceased Ed
A. F. DeWitt

Court of Common Pleas
Union County, Ohio.

And now comes Ann E. DeWitt, the legal guardian of the person and estate of said plaintiff Louis A. DeWitt, an insane, as will more fully appear by a certified copy of letters of guardianship, hereto attached and marked exhibit "A."

And for and on behalf of said ward, this plaintiff

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hereby as such guardian, by way of petition for partition, represents to the Court and says that, on or about the day of 1893, one Peter DeWitt of Union County, and State of Ohio, died intestate, seized of an estate in fee-simple in the following lands and tenements situate in the said County of Union, in this State, and described as follows, to-wit:

In Survey No. 7181.- Beginning at a hickory, lynn and ash at the South East corner of said Survey; thence with the South line thereof S. 80, W. 79' 7/100 poles to a stake in the said line, and Elm bearing N. 24, W. 2 poles and a double lynn bearing 17 deg. E. 39 links, being the S. E. corner to land sold by DeWitt to Benjamin D. Evans; thence with the said Evans line N. 83 1/4 deg. W. 206 1/2 poles to a beech in the North line of said survey and another corner of said Evans land; thence with the North line of said survey N. 53 deg. E. 83 & 8/100 poles to two beeches (now gone) being the N. E. corner of said survey No. 7181, and corner to land formerly owned by H. Liggott; thence with the east line of said survey, S. 10 deg. E. 246 & 7/100 poles to the beginning containing 110 1/2 acres of land.

Except however 20 acres heretofore sold off the south side of said above described premises, to Beverly Depp- bearing the premises hereby intended to be conveyed to said Peter DeWitt to contain 90 1/2 acres.

That the said premises descended to the following persons, the children of said Peter DeWitt, deceased, to-wit:

Your petitioner, a daughter of the said Peter DeWitt, deceased, an undivided equal one-seventh part of said premises in fee.

And to Mary E. Keill, J. S. DeWitt, W. H. DeWitt, Carrie E. DeWitt and A. F. DeWitt, who reside in Union County, Ohio, and C. P. DeWitt, who resides in Annsville, in Lebanon County, Pennsylvania, each the one equal one-seventh part in fee.

And that the said Ann E. DeWitt, is the widow of the said Peter DeWitt deceased, and who resides in said Union County, and is entitled to dower in said premises.

Your petitioner further avers that on or about the day of 1895, the aforesaid heirs, and Ann E. DeWitt, widow, entered into a verbal agreement among themselves, to assign dower to said Ann E. DeWitt, widow of said Peter DeWitt, deceased, in said described premises, and in the remainder of the aforesaid premises, free from the dower estate, to appart the same into seven portions in severally among themselves, the said seven heirs, in fee.

Thereupon, in pursuance of said agreement, and calling to their assistance, H. J. Converse, a surveyor, they proceeded to carry out said agreement, and did assign to said Anna E. DeWitt, widow as aforesaid by metes and bounds, her dower estate in said described premises, which she accepted, and entered upon the occupation and possession of the same, as and for her full & equal dower estate in said described lands,

and is still in the occupation and possession of the same. And the said heirs, with said surveyor proceeded to and did partition the remaining portion of said described lands (exclusive of said common estate) by metes and bounds, into seven equal divisions in severalty among themselves, and at once entered upon the use and occupation of each his several part, and are still in the possession of the same.

A plat of the several lots as voluntarily partitioned by the parties hereto, with a description of each parcel by metes and bounds, is hereto attached, and made part of this petition, and marked Exhibit "B".

Plaintiff further avers, that in order to carry out the intention of the parties hereto, and to complete the said partition, on the 22nd day of August 1895, the said Ann E. DeWitt, widow as aforesaid, Louis A. DeWitt, an unincorporated company; Gray E. Neill and S. F. Neill her husband; J. S. DeWitt and Maggie DeWitt, his wife; W. H. DeWitt and May E. DeWitt his wife; Fannie E. DeWitt; C. P. DeWitt and Lucile DeWitt, his wife, executed and delivered to A. F. DeWitt as and for his equal one seventh part of said described premises, their certain quit claim deed for the consideration of one dollar, which is as follows, to-wit:

Situate in Jerome Township, County of Union, and State of Ohio. Beginning at a stone in the center of the DeWitt and Brown Gravel Road, and at the S. E. corner of said road; thence with the center of said road N. 86 deg. 46 min. N. 42 poles and 21 links to a stone; thence N. 8 deg. 27 min. N. 37 poles and 11 links to a stone, S. W. corner to lands of J. S. DeWitt; thence with his line N. 83 deg. 37 min. E. 41 poles and 16 links to a stone, S. E. corner to said J. S. DeWitt, and N. E. corner to this tract; thence S. 6 deg. 23 min. E. 44 poles and 11 links to the place of beginning, containing 10 acres and 114²/₃ poles, and being part of Survey No. 7181, and part of the lands of Peter DeWitt deceased, late of Union County, Ohio, the grantee and grantors herein being his widow, and all his heirs.

Said deed is recorded in Deed Book No. 72, page 348, in the office of the Recorder of Union County, Ohio.

No other or further deeds of conveyance, for the completion of the said partition were at that time executed nor have any since been executed by or between said widow and heirs.

That on the 30th day of October, 1897, the said A. F. DeWitt and Lucy H. DeWitt, his wife, executed and delivered, for a valuable consideration, to one Martha J. Gary a deed of general warranty for the last described parcel of land, as aforesaid partitioned to him, (said A. F. DeWitt.) Said deed is recorded in Deed Book No. 74, Page 635, in the office of the Recorder of Union County, Ohio.

And that the lands in the petition first described, are now owned by the following persons, in the proportions following, as tenants in common, to-wit:

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Your petitioner, a daughter of the said Peter DeWitt, deceased, an undivided one-seventh part of the said premises in fee.

And to the said Mary E. Neill, J. S. DeWitt, W. H. DeWitt, C. P. DeWitt and Carrie E. DeWitt, each the undivided one-sixth part of said premises, free from the dower estate of said Anna E. DeWitt, and after excluding the lot partitioned as aforesaid to A. F. DeWitt, by said widow and heirs, and by said A. F. DeWitt conveyed to Martha J. Geary, by deed as aforesaid.

Your petitioner therefore prays that said Mary E. Neill, J. S. DeWitt, W. H. DeWitt, A. F. DeWitt, C. P. DeWitt, Carrie E. DeWitt, Martha J. Geary and Ann E. DeWitt, may be made parties herein; and your petitioner desiring to hold her said interest in severally, prays that partition of said premises be made, and that the dower of the said Ann E. DeWitt, may be assigned in the said premises.

And the plaintiff further prays, that upon final hearing, if the Court find that said amicable partition herein set up, has been made in such manner, and appertained in such equal proportions as may be to the best advantage of all the parties hereto, that it will order and adjudge that the same be confirmed; and that the Sheriff be ordered to execute and deliver deeds to the parties entitled, a deed for the portion so set off and assigned to such party; and that the said Martha J. Geary may be adjudged the owner in fee simple of said lands so conveyed to her by said A. F. DeWitt, as his portion of said estate and freed from all claims of an estate or interest therein of any of other parties hereto by reason of the premises; and for any and all relief, upon the facts, and in law or equity may be entitled.

Robert McLeary
Attorney for Plaintiff

The State of Ohio, Union County, ss.

Ann E. DeWitt, makes oath that she is the legal guardian of the person and the estate of the plaintiff, Lois A. DeWitt, an imbecile, and that she believes the facts stated in the foregoing petition are true.

Ann E. DeWitt, as guardian of Lois A. DeWitt, an imbecile,

Subscribed to by Ann E. DeWitt, and by her subscribed in my presence this 8th day of December A.D. 1897.

W. H. Durbin
Notary Public.

Fee, 25¢

Exhibit "B"

Description of the several sub-divisions of the lands of the late Peter DeWitt, deceased, of Jesse Township, Union County, Ohio.

By voluntary and mutual partition of his widow and all his heirs, among themselves, as follows,

to-wit:

To Carrie C. DeWitt -- Lot No. 1. Described as follows.

Being in survey No. 7181, -- Beginning at a stone in the center of the DeWitt and Morney Stone Pike, and in the East line of said survey No. 7181; Thence S. 6 deg. 23 min. E. 45 poles and 16 links to a stone; Thence S. 83 deg. 59 min. W. 28 poles and 16 links to a stone S. E. corner to lot No. 2 of said sub-division; Thence N. 6 deg. 2 min. W. 48 poles and 8 links to a stone in the center of said Stone road; Thence with said road S. 86 deg. 46 min. E. 39 poles and 2 links to the place of beginning, containing 8 acres $34\frac{2}{3}$ poles.

To C. DeWitt, Lot No. 2. Bounded and described as follows:

In Survey No. 7181, -- Beginning at a stone in the center of the DeWitt and Morney Stone pike, and at the N.W. corner of lot No. One, of said sub-division; Thence S. 6 deg. 2 min. E. 48 poles and 8 links to a stone in the south line of said lands; Thence S. 83 deg. 59 min. W. 26 poles and 2 links to a stone S. E. corner to lot No. 3. Thence N. 6 deg. 2 min. W. 52 poles and 14 links to a stone in the center of the said stone road; Thence S. 86 deg. 46 min. E. 26 poles and 12 links with the center of said road to the place of beginning, containing 8 acres $34\frac{2}{3}$ poles of land.

To Mary E. DeWitt -- Lot No. 3. -- Bounded and described as follows;

Beginning in the center of the DeWitt and Morney Stone Road, and at the N.W. corner of lot No. 2; Thence S. 6 deg. 2 min. E. 52 poles and 14 links to a stone in the south line of said lands; Thence S. 83 deg. 59 min. W. 24 poles, 10 links to a stone, corner in the line of lands owned by B. D. Evans; Thence N. 5 deg. 31 min. W. 56 poles and 10 links to a stone in the said stone road and in said Evans' east line; Thence with said stone road, S. 86 deg. 46 min. E. 24 poles and 2 links to the place of beginning, containing 8 acres $34\frac{2}{3}$ poles.

To A. F. DeWitt Lot No. 4. Bounded and described as follows;

Beginning at a stone in the center of the DeWitt and Morney Stone Road, and in the East line of B. D. Evans' land; Thence with said Evans' line N. 5 deg. 27 min. W. $37\frac{2}{100}$ poles to a stone in said line, and at the S.W. corner of lot No. 5; Thence N. 83 deg. 37 min. E. $41\frac{67}{100}$ poles to a stone; Thence S. 6 deg. 23 min. E. $44\frac{47}{100}$ poles to a stone in the center of the said stone road; Thence with the center of said stone road N. 86 deg. 46 min. W. $42\frac{84}{100}$ poles to the place of beginning, containing 10 acres $114\frac{2}{3}$ poles.

To J. A. DeWitt -- Lot No. 5. Bounded and described as follows;

Beginning at a stone in the said Evans' East line and at the N.W. corner of lot No. 4; Thence with said Evans' east line, N. 5 deg. 37 min. W. $41\frac{57}{100}$ poles to a stone; Thence N. 83 deg. 37 min. E. $40\frac{96}{100}$ poles to a stone; Thence S. 6 deg. 23 min. E. $41\frac{57}{100}$ poles to a stone at the N. E. corner of lot No. 4; Thence S. 83 deg. 37 min. W. $41\frac{67}{100}$ poles to the place of beginning, containing 10 acres and $114\frac{2}{3}$ poles of land.

To W. H. DeWitt -- Lot No. 6. Bounded and described as follows;

Beginning at a stone in the east line of B. D. Evans'

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land, and at the N.W. corner of lot No. 5; thence with said Evans line N. 5 deg. 27 min. W. 32 & 5/100 poles to a stone in the center of the McKittrick Road, and north line of said Survey No. 7181; thence with the center of said road N. 57 deg. 31 min. E. 40 7/100 poles to a stone; thence S. 6 deg. 23 min. E. 52 3/100 poles to a stone, north east corner to lot No. 5; thence S. 83 deg. 37 min. W. 40 9/100 poles to the place of beginning, containing 10 acres and 114, 2/3 poles.

Lot No. 7. Beginning at a stone, at the N.E. corner of said Survey No. 7181; thence with said survey line S. 6 deg. 23 min. E. 70 4/100 poles to a stone in said survey line; thence S. 83 deg. 37 min. W. 36 4/100 poles to a stone, corner to lots No. 5 & 6; thence N. 4 deg. 23 min. W. 52 3/100 poles to a stone in the center of the McKittrick road; thence with said road, N. 57 deg. 31 min. E. 40 7/100 poles to the beginning, containing 13 acres and 153 poles of land.

Lower Estate of Am. C. DeWitt. Lot No. 8. Beginning at a stone in the east line of Survey No. 7181, at a stone in the center of the DeWitt and Morrey Stone Road; thence with the center of said road N. 86 deg. 46 min. W. 36 8/100 poles to a stone at the S.E. corner of lot No. 4; thence N. 6 deg. 23 min. W. 85 9/100 poles to a stone, corner to lots No. 5, 6 & 7, of said sub-division; thence N. 83 deg. 37 min. E. 36 4/100 poles to a stone in the east line of said Survey No. 7181; thence with said survey line S. 6 deg. 23 min. E. 92 poles to the place of beginning, containing 20 acres and 39 poles of land.

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Copy of Plat of
Lands of the late
Peter DeWitt, deceased.

Exhibit "B"

By, H. J. Converse - C. E. - Copy.

Exhibit "A"

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Exhibit "A"

Letters of Guardianship

The State of Ohio, Union County, ss.

To all to whom these presents come, Greeting:
 Know ye, that the Honorable, the Judge of the Probate Court of the County of Union, and State of Ohio, has appointed, and by these presents does appoint Anna C. DeKitt Guardian of the person and estate of Lois DeKitt, Intestate child of Peter DeKitt, deceased, hereby granting to said Guardian all and singular the power necessary and by law required, to enable her fully to do, act and perform all and singular the duties of Guardian for the aforesaid Intestate according to the statute in such case made and provided.

In Testimony whereof, I have hereunto affixed my
 (Seal) Signature and the seal of said Probate Court, at
 Mansville, Ohio, this 16th day of September Anno
 Domini, One Thousand Eight Hundred and Ninety Three
 Lemuel Piper
 Probate Judge

The State of Ohio, Union County, ss.

I, James McCampbell, Judge and Clerk ex-officio of the Probate Court, in and for said County, do hereby certify that the foregoing is a full and true copy of the original Letters of Guardianship issued by said Court to Anna C. DeKitt, as Guardian of said intestate therein named.

And that said Anna C. DeKitt on the 16th day of September A. D. 1893. in said Court, accepted said appointment, and gave bond, according to the laws of the State of Ohio, and that she is now the lawful Guardian of said intestate.

In Witness whereof I have hereunto subscribed my
 (Seal) name and affixed the seal of said Court at
 Mansville, Ohio, this 31st day of December A. D. 1897.
 James McCampbell, Probate Judge
 and ex-officio Clerk of the Probate Court.

Fee 50¢ paid by Prob. McCampbell.

On the 31st day of December A. D. 1897, the following waiver was filed with the clerk of this Court, to-wit:

Waiver
 7478
 Lois A. DeKitt, by her
 Guardian, Anna C. DeKitt,

Court of Common Pleas
 Union County, Ohio.

Mary E. Neill, J. S. DeKitt,
 W. H. DeKitt, C. P. DeKitt,
 Carrie C. DeKitt, Martha J. Geary,
 Ann C. DeKitt, widow of
 Peter DeKitt, deceased and
 A. J. DeKitt

Be the undersigned defendants, parties defendants in the matter of the petition for partition of Lois A. DeKitt by Ann C. DeKitt her guardian, plaintiff against Mary E. Neill, J. S. DeKitt, W. H. DeKitt, C. P. DeKitt, Carrie C. DeKitt, Martha J. Geary, Ann C.

DeKitt, widow of Peter DeKitt, deceased and A. F. DeKitt, defendants, for the partition and assignment of Dower of said real estate among ourselves, hereby waive notice of process, and consent to a partition of said real estate and assignment of Dower agreeably to the prayer and facts set forth in the petition, and do enter our appearance in said action, and that said petition may be heard at such time as may be ordered by the Court.

Carrie E. DeKitt
C. P. DeKitt
Mary E. Keill
Martha J. Geary
J. S. DeKitt
W. H. DeKitt
A. F. DeKitt
Ann E. DeKitt
Ann E. DeKitt, Guardian.

On the 3rd day of January A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7478
Liss A. DeKitt, by her guardian Ann E. DeKitt
vs
Mary E. Keill et al

Court of Common Pleas
Union County, Ohio.

This day came the said defendants, to-wit; Carrie E. DeKitt; C. P. DeKitt; Mary E. Keill; Martha J. Geary; J. S. DeKitt; W. H. DeKitt; A. F. DeKitt and Ann E. DeKitt, widow of said Peter DeKitt, deceased, by their attorney, R. M. Geary, and filed their consent in writing to a partition of said real estate and assignment of Dower therein, agreeably to the prayer and facts set forth in the petition, which partition when made shall be recorded herein.

On the 11th day of January A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7478
Liss A. DeKitt, by her guardian Ann E. DeKitt
vs
Mary E. Keill et al

Court of Common Pleas
Union County, Ohio.

This day came all the parties to this action, by their attorney, and produced the written partition, and assignment of dower herein, by them made in pursuance of the entry of their consent thereto, heretofore made in this cause, and all of said parties having agreed to and signed the same.

It is ordered adjudged and decreed by the court, that the same be approved and confirmed, and that record be made of these proceedings, with the plat accompanying the same, and that such record shall be valid and binding between the said parties hereto.

And it is further ordered, adjudged and decreed that the said defendant Martha J. Geary, have and hold said Lot No. 4 of the sub-division of said lands, (as shown on the plat

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attached to the petition) in fee simple and freed from all claims of an estate or interest therein of any of the other parties hereto.

And the Court further finds the said Ann C. DeKitt widow of Peter DeKitt deceased, has a dower estate in said lands, described in plaintiffs petition, and that she has assented to and approved the assignment of her dower in lot No. 8 of the sub-division as set forth in the petition and plat.

It is therefore ordered that lot No. 8 of the sub-division of said lands described in plaintiffs petition be confirmed to Ann C. DeKitt, widow as her dower estate therein.

And on motion to the Court by said parties, it is ordered by the Court, that the Sheriff execute and deliver to each of said parties entitled thereto a deed for the portion set off and assigned to such party.

And it is further ordered that the costs and expenses of this suit taxed at \$ and also an attorney fee of \$ allowed and to be paid to R. McLerron, attorney for plaintiff, be paid within thirty days by the parties hereto in the following proportions, to-wit:

That each one of the said parties hereto be taxed and pay as his proportion the an equal one eighth (1/8) of said costs (but that the said A. F. DeKitt and Martha J. Geary be for this purpose considered as only one party) and in default thereof, that execution issue therefor.

Attest

J. N. Gosnell Clerk
By J. A. Gosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January, to-wit: on the 3rd day of January, in the year of our Lord One thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 7th day of August A. D. 1897, John Robinson filed in the Clerk's office of the said Court of Common Pleas, the following petition against John T. McCullough et al, to-wit:

Petition John Robinson

7415

John T. McCullough,
Christa McCullough,
J. N. Robinson as
Administrator of
Abrah Smith's estate

Court of Common Pleas
Union County, Ohio.

The plaintiff says: 1. On the 20th day of February, 1896, the defendant, John T. McCullough made and delivered to B. A. Taylor, Cashier of the Farmers' Bank, Plain City, Ohio, his

promissory note of that date and thereby promised to pay to the order of B.A. Taylor, Cashier etc. the sum of One Thousand Dollars in twelve months after the date thereof for value received, with interest from date at eight per cent per annum.

3. The defendants John T. McCullough and Phoebe McCullough his wife, on the 20th day of February, 1896, to receive the payment of said promissory note, executed and delivered to said B.A. Taylor, Cashier, their mortgage deed, and thereby conveyed to said B.A. Taylor, Cashier et. his successors in office and assigns forever, the following lands and tenements situate in said county, to-wit:

In Jerome Township eighty acres of land, part of a thousand acre survey entered and patented in the name of Lucas Sullivan as is known on the records of the principal surveys of the Va. Mil. lands by the number, 3486, which said eighty acres is bounded as follows, to-wit:

Beginning at a stake at the upper or northeasterly branch of Darby Creek (Big Darby) which is the lower corner on the creek to eighty acres conveyed by said Sullivan to Abraham Sagon; thence up the creek South 40° West 21 poles, South 10° West 34 poles North 88° West 30 poles South 34° West 32 poles to a hickory sapling and stake the lower corner on the creek to land conveyed by said Sullivan to Joshua Ewing; thence with his line South 38° 120 poles to the beginning.

The conditions contained in said mortgage deed was in substance that if said John T. McCullough should well and truly pay or cause to be paid his promissory note of even date (Feb. 20, 1896) for \$1000 and interest from date payable annually at 8% per annum by him and payable to the order of B.A. Taylor Cashier, and made out on a Farmers Bank Blank note, then said mortgage to be void, otherwise to remain in full force and virtue in law.

On the 22nd of February, 1896, at 9 A.M. said mortgage was left for record, and on March 16, 1896, was duly entered of record by the Recorder of Miami County, Ohio, in Volume 35, Page 468, Miami County records of mortgages.

The said deed has become absolute; there is due and remaining unpaid upon said indebtedness the sum of One Thousand Dollars with interest at 8%, payable annually from February 20, 1896.

The plaintiff says that on the day of 1897 said note and mortgage were by said B.A. Taylor Cashier for a full and valuable consideration assigned and delivered to him and he now holds and owns the same.

Plaintiff asks that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied or for so necessary to the payment of said debt.

Plaintiff further says; On the 30th of June 1896.

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defendant John T. McCullough executed and delivered to Howard C. Black, his promissory note of that date whereby promised to pay to the order of said Howard C. Black the sum of Seven Hundred and Seventy Six Dollars, value received, in one year after date thereof, with interest thereon at 8% from date payable annually.

The defendant John T. McCullough and Chub McCullough his wife, on June 30, 1896, to secure the payment of said note executed and delivered to said Howard C. Black their certain mortgage deed, and thereby conveyed to said Howard C. Black his heirs and assigns the following described lands and tenements, situate in said County of Union, to-wit: The same lands described in the foregoing cause of action, on mortgage of February 20, 1896, containing 80 acres.

The conditions contained in said mortgage deed was in substance; that if said John T. McCullough should will and truly pay said note signed by him with interest, then said deed should be void, otherwise to remain in full force forever.

On the 6th of July, 1896, at 8 A.M. said mortgage was delivered to the Recorder of said County to be by him entered of record and was recorded by him, on July 23, 1896, in Mortgage Book No. 35, page 612.

The said deed has become absolute there is due and remaining unpaid upon said indebtedness the sum of \$776.00, with interest at 8% with annual rests from June 30, 1896.

The said mortgage and note were for a full and valuable consideration, assigned by said Howard C. Black to plaintiff, on February 20, 1897.

The plaintiff asks that said mortgage may be foreclosed, the said premises ordered to be sold, and the proceeds applied upon said indebtedness.

The plaintiff says:
1. On the 4th of January 1897, the defendant John T. McCullough executed and delivered to the Farmers Bank in Plain City, Ohio, his promissory note of said date, and thereby promised to pay to the order of at The Farmers Bank in Plain City, Ohio, the sum of Four Hundred Forty Seven and 7/100 Dollars in six months from said date with interest from date at 8% for value received.

2. The defendant John T. McCullough and Chub McCullough his wife on the 4th of January 1897, to secure the payment of said note, executed and delivered to B. A. Taylor, Cashier of The Farmers Bank of Plain City Ohio, their mortgage deed and thereby conveyed to said B. A. Taylor Cashier etc and his successors in said office and assigns forever the following described lands and tenements situate in said County of Union, to-wit:

The Eighty acres hereinbefore described in 1st cause of action and also in the same Township County, State and Survey as the above described tract and beginning at its north-west corner

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being the northeast corner to this 12 acre tract; thence in a westerly direction 28 rods to a stake at the northwest corner to said tract; thence in a southerly direction 68 1/2 rods to the south west corner of said tract at a stake; thence in an easterly direction 38 rods to the west line of above 80 acre tract; thence with said west line to the beginning, containing 12 acres, be the same more or less, lying immediately west of said 80 acre tract.

The condition contained in said mortgage was in substance as follows;

If said John T. McCullough shall well and truly pay or cause to be paid his note of even date for \$447.50 in 6 months with interest at 8% till due and at 8% after till paid, signed by him then to be void, otherwise in full force and virtue.

Said mortgage was duly filed for record on Jan'y. 5th 1897, and duly recorded January 12, 1897, in Volume 38, page 562, Union County Mortgage Record.

Said mortgage has become absolute.

There is due and remaining unpaid upon said indebtedness the sum of \$447.50 with interest at 8% from July 4, 1897-

Said note and mortgage were on the 22nd day of March, 1897, for a full and valuable consideration duly assigned to this plaintiff who now holds and owns the same.

The plaintiff prays that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied so far as needed on said indebtedness.

The plaintiff further says;

1. On the 23rd of January, 1897, the defendant John T. McCullough made and delivered to plaintiff his promissory note of that date and thereby promised to pay to plaintiff or order the sum of Eight Hundred and Ninety One & 27/100 Dollars on or before six months after the date hereof for value received, with 8% per annum interest from date for value received.

The defendants John T. McCullough and Phoebe McCullough, on the 30th of January 1897, to secure the payment of said note executed and delivered to the plaintiff three mortgages and thereby conveyed to the plaintiff his heirs and assigns forever the following lands and tenements situate in the said County of Union, to-wit: the same two tracts of 80 and 12 acres respectively described in the foregoing last cause of action.

The conditions contained in said mortgage was in substance as follows:

If the said John T. McCullough shall well and truly pay or cause to be paid his certain promissory note (Copy given) dated Jan'y. 23, 1897, and being as above described then these premises shall be void, otherwise in full force and effect.

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On the 27th of January 1897, at 8 a. m. said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on February 1st 1897, Vol. 38 page 576-7 of his records.

The said debt has become absolute; there is due and remaining unpaid upon said indebtedness the sum of \$891.⁰⁰ with 8% interest per an. from Jan. 23rd 1897.

The plaintiff asks that said mortgage may be foreclosed, the said premises ordered to be sold and proceeds applied so far as needed to the payment of said debt.

The plaintiff further says:

1. On the 14th of April 1894, the defendant John T. McLullough together with Harriet Ed Gill, Daniel Moss & S.B. McLullough executed and delivered to J. Couch & Son his two several promissory notes for \$833⁰⁰ each and payable in two and three years respectively from date bearing 6 per cent interest from June 1, 1894, for value received.

On January 4, 1897, a settlement of the amount of the liability of said John T. McLullough upon said notes as between him and said other makers was had and by said settlement he was found to be indebted thereon at that date in the sum of \$480.⁰⁰, and also in the sum of \$135.⁹⁵ on fund account of a partnership house for which house said two notes had been given. and on the 4th of January, 1897, the defendant John T. McLullough executed and delivered to John Harriet, A. Gill and D. Moss his promissory note for said sum of \$135.⁹⁵ and thereby promised to pay to said parties said sum of \$135.⁹⁵ in six months after the date thereof for value received.

2. The defendant John T. McLullough and Charlotte McLullough his wife, to secure the payment of said indebtedness of John T. McLullough on the said two notes made to Couch and Son and unpaid note of \$135.⁹⁵; on the 4th day of January, 1897, executed and delivered to said John Harriet, Andrew Gill and David Moss, their mortgage deed and thereby conveyed to them said grantors their heirs and assigns forever the following lands and tenements, situate in the said county of Union to-wit:

The same two tracts of 80 and 12 acres respectively hereinbefore described in the foregoing cause of action.

The condition contained in said mortgage was in substance, that if the said John T. McLullough shall well and truly pay or cause to be paid his proper proportion in two certain promissory notes, each of date, April 14, 1894, due in 2 & 3 years from date respectively and interest at 6% from June 1, 1894, payable to J. Couch & Son, signed by John T. McLullough, Harriet Gill, Daniel Moss and S.B. McLullough, and upon which said John T. McLullough is indebted at this date, Jan. 4, 1897, in the amount of \$480.

And also a note described as follows, as in the

description above of note for \$135.95; then said mortgage to be void, otherwise to remain in full force.

On the 5th day of January, 1897, at 9 A.M. said mortgage was delivered to the Recorder of said County to be by him entered of record and was recorded January 12, 1897, in Vol. 38, page 563 of his records.

The said deed has become absolute.

There is due and remaining unpaid upon said indebtedness of John T. McCullough the sum of \$480. with interest from Jan'y. 4, 1897, and \$135.95 from July 4, 1897, in all \$618.95; with interest as aforesaid, from said John T. McCullough.

The said mortgage and notes and all claims of said Hannia, Mossell under said settlement have all been duly assigned to the plaintiff for a full and valuable consideration and now holds and owns the same.

The plaintiff asks that said mortgage may be foreclosed, said premises ordered to be sold, and the proceeds applied so far as required on said indebtedness.

Plaintiff further says:

1. By the consideration of the Court of Common Pleas of Union County, Ohio, at its January term, 1897, on January 4, 1897, Andrew McCampbell as plaintiff, obtained and recovered a judgment against defendant John T. McCullough in the sum of \$638.00, bearing interest at the rate of 8% on \$550.00 thereof, and at 6% on \$78.00 thereof, no part of said judgment is paid.

Said judgment has for a valuable and full consideration been assigned and transferred to this plaintiff, who now holds and owns the same.

Wherefore plaintiff prays judgment in said sum of \$638.00, with interest at 8% on \$550.00 thereof, and at 6% on \$78.00 thereof from January 4, 1897, and asks that the foregoing described lands may be sold for the payment of his said judgment and lien thereon by virtue of the same under the statute, and asks that his said lien be fully paid and an sale of said lands in the case.

The said J. W. Robinson as Administrator of Abraham Smith's estate has or claims some interest or lien in said property, and plaintiff prays that he be made a party, and required to set up his claim if any, or forer barred.

Plaintiff further says that said property sought to be appropriated in this case is of insufficient value to pay the lien thereon herein sued on and he therefore prays that a receiver thereof be appointed to take charge of and rent the same, collect the rents and profits and apply them to the taxes, repairs and the payment of plaintiff's said claims.

And the plaintiff prays for such other and further relief as equity or the nature of the case demands.

James B. Cole
Atty. for Plaintiff

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Summons

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State of Ohio, Union County, ss:

John Robinson being sworn says, that the facts stated and allegations in his foregoing pleadings are as he believes true.

Sworn to and subscribed before me this 3rd day of August, 1897.

(seal)

John W. Braddock
Notary Public, Union Co. O.

Mr. Clerk:

Please issue Summons in above entitled case, returnable according to law. Egit, relief prayed for.
Aug. 7, 1897.

J. B. Cole
Atty. for Opp.

On the 7th day of August A. D. 1897, the following Summons was issued by the clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of Union County;
You are hereby commanded to notify John T. McCullough, Charles McCullough and J. W. Robinson Administrator of the estate of Abrah Smith, deceased, that they have been sued by John Robinson, in the Court of Common Pleas of Union County, and must answer by the 4th day of September A. D. 1897, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 16th day of August, A. D. 1897.

Witness my hand and the seal of said Court, this 7th day of August A. D. 1897,
J. W. Gornall Clerk

(seal)

Endorsed "Foreclosure and Equitable Relief."

J. B. Cole Attorney.

Afterward on the 12th day of August A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Shurpps Return

Shurpps Fee	\$	cts
Service & Return		80
Mileage		1 60
Copies		45
Total		2 85

The State of Ohio, Union County.

Received this writ August 7th A. D. 1897, at 4 O'clock P. M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to Charles McCullough and J. W. Robinson Administrator of the estate of Abrah Smith, personally, to John T. McCullough by leaving copy at his usual place of residence on August 11th 1897.

J. W. Robinson Sheriff

On the 13th day of September A. D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion
7415

John Robinson
vs
John T. McCullough et al

Court of Common Pleas
Union County Ohio.

The defendant John T. McCullough now comes and for motion asks the Court to require the plaintiff to make his petition more definite and certain in this, to-wit:

- 1st. That he write the word 'Petition' in the first cause of action herein in place required by law to be written.
- 2nd. That he state whether the note was negotiable, and the words of negotiability.
- 3rd. That he state the date of the pretended assignment of the note and mortgage to himself and that he state what Cashier attempted to assign said note and mortgage to him.
- 4th. That the plaintiff be required in his second cause of action to describe the lands by metes and bounds which he asks to have ordered to be sold.
- 5th. That he state how one B.A. Taylor could assign the note and mortgage executed to the Plain City Bank.
- 6th. That the plaintiff be required to describe the lands on which the mortgage to the Plain City Bank was given.
- 7th. That the plaintiff describe the lands referred to in his petition on which the defendant gave a mortgage to secure the sum of \$8918.29/100 Dollars.
- 8th. That the plaintiff describe the lands claimed to be mortgaged to secure the note claimed to have been given John Smith, Andrew Hill and David Mee.
- 9th. That the plaintiff be required to attach a copy of all the notes referred to in said petition.
- 10th. That the plaintiff be required to separately state and number his causes of action.

Ayers Ayers
Attys for John T. McCullough

Cross
Petition
7415

John Robinson
vs
John T. McCullough et al

Court of Common Pleas
Union County, Ohio.

On the 13th day of September A.D. 1897, the following Cross-Petition was filed with the clerk of this Court, to-wit:

The defendant James H. Robinson as Administrator of Alvah Smiths estate for his Cross petition in said cause says he as said Administrator on the 23rd day of January A.D. 1894, obtained a judgment in this court against said John T. McCullough for the sum of Nine Hundred and Twenty Dollars debt and \$4¹² cents on 8 per cent interest from January 23rd, 1894, on the sum of \$550, and at six per cent on the sum of \$370.37 which judgment became a lien on the land in said petition described prior to the plaintiffs liens thereon.

Answer
7415

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No payments have been made on said judgment and it remains due - Docket N. Page 6997.

Wherefore this defendant asks decree for said amount and interest and costs when the plaintiff obtains decree and order of sale.

Robinson Ed Woodburn
Atty. for said Defendant

The State of Ohio, Union County, ss.

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

J. W. Robinson

Sworn to before me and signed in my presence this 10th of September, 1897,
(seal)

J. R. Hornell Clerk

On the 14th day of September A. D. 1897, the following motion was filed with the Clerk of this Court, to-wit:

Motion 7415
John Robinson vs
John T. McCullough et al
County of Common Pleas
Union County, Ohio.

Now comes the said plaintiff and moves the Court to order the motion of the defendant filed September 13, 1897, stricken from the files in this case, for grounds he says

Said motion is filed out of rule; the said defendant was at the time of filing the case in default for answer and demurrer.

Said motion is a dilatory motion and no leave was granted to file the same.

J. B. Cole
Plaintiff's Attorney.

On the 28th day of September A. D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer 7415
John Robinson vs
John T. McCullough et al
County of Common Pleas
Union County, Ohio.

Now comes the plaintiff and by leave of Court and files this his answer herein to the cross-petition of J. W. Robinson, Administrator of Abrah Smith, decedent, and for answer says:

That said John T. McCullough has offsets justly due him from the estate of Abrah Smith decedent aforesaid arising from actual payments, more than sufficient to cover the whole of said alleged indebtedness by him, and has made payments on said indebtedness to the full amount thereof which said McCullough has failed and neglected to plead or set up against said claim of said Administrator on said judgment on Cognovit and said judgment is erroneous.

The lands described in the petition and covered by

said judgment lien are insufficient in value to satisfy plaintiff's claims, and therefore he asks that said John T. McCullough be required to answer and state what payments he has made on said claim and indebtedness due what assets he holds against the same and they ask that proper credit be made, and the rights and equities of the plaintiff in the premises may be fully protected.

J. B. Cole,
Atty. for Plaintiff

State of Ohio, Union County, ss.

John Robinson being sworn says the facts stated and allegations in the foregoing pleading are as he believes true.

Sworn to and subscribed before me this 3rd day of January, 1898.
(seal)

John Robinson
J. K. Titton
Notary Public

On the 26th day of November A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7415

John Robinson
vs
John T. McCullough et al
Court of Common Pleas
Union County, Ohio.

This day came the plaintiff and the defendants John T. McCullough and thereupon this cause came on for hearing; and the motion of the said defendant to make the plaintiff's petition more definite and certain was argued and submitted.

On consideration whereof the Court do overrule said motion, and thereupon said defendant not asking to plead further came the plaintiff and the said John T. McCullough and Phoebe McCullough being in default for answer and demurrer to plaintiff's petition, the Court find that the allegations of the said petition are by them confessed to be true, and find from the evidence that there is due to the plaintiff as assignee of said note from the said John T. McCullough defendant on the first promissory note set forth in the petition with interest to the first day of this term the sum of One Thousand One Hundred and Twenty Six and 40/100 Dollars (\$1264.40) with 8% interest from September 7, 1897.

The Court further find that in order to secure the payment of said note the defendants John T. McCullough and Phoebe McCullough his wife, executed and delivered to B. A. Taylor, as cashier of the Farmers' Bank of Plain City, Ohio, their certain mortgage due as in the petition described and on the premises Eighty acres of land, therein described.

That said mortgage was duly recorded in Vol. 35, page 468, of the records of mortgages of Union County, and duly assigned to plaintiff, and is a valid lien on said Eighty acres of land described in the petition.

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The Court further find from the evidence that there is due to plaintiff as assignee thereof, from the defendant John T. McLullough on the second promissory note set forth in the petition with interest to the first day of this term the sum of Eight Hundred and Fifty and ⁴⁷/₁₀₀ (\$850.45) Dollars with 8% interest from September 7th 1897.

And the Court further find that in order to secure the payment of said note the defendants John T. McLullough and Phoebe McLullough his wife executed and delivered to Edward C. Black his certain mortgage to-wit, the second mortgage in the petition described, and on the Eighty acres premises therein described and being the same Eighty acres above found to be conveyed by above first mortgage; that said mortgage was duly recorded in Vol. 35 page 612 records of mortgages of Union County Ohio, and is a valid lien on said Eighty acres of land and duly assigned to plaintiff.

The Court further find that there is due to plaintiff as assignee thereof, from the defendant John T. McLullough the third promissory note set forth in the petition with interest to the first day of this term the sum of (\$452.23) Four Hundred and Fifty Two and ²³/₁₀₀ Dollars, which bears interest at 8% from the 7th of September, 1897.

The Court further find that in order to secure the payment of the said note the defendant John T. McLullough and Phoebe McLullough his wife executed and delivered to B. A. Taylor as Cashier of the Farmers Bank of Plain City, Ohio, their certain mortgage, viz, the third mortgage in the petition described and on the premises, same Eighty acres of land therein described, and also on twelve acres in addition therein described, in the petition in 3rd cause of action on mortgage, that said mortgage was duly recorded in Vol. 38 page 562 of the records of mortgages of Union County, Ohio, and is a valid lien on said Ninety Two acres of land and duly assigned to plaintiff.

The Court further find that there is due to plaintiff from the defendant John T. McLullough on the 4th promissory note in the petition described, with interest to the first day of this term (\$935.53) Nine Hundred and Thirty Five and ⁵³/₁₀₀ Dollars, bearing interest from September 7, 1897.

The Court further find that the defendant John T. McLullough and Phoebe McLullough his wife in order to secure the payment of said note executed and delivered to the said plaintiff John Robinson their certain fourth mortgage as in the petition described and on the premises therein described viz, the same Eighty acres and twelve acres of land above mentioned in this finding and entry.

That said mortgage was duly recorded in Vol. 38 page 576-7 of the records of mortgages of Union County, Ohio, and

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is a valid lien on said Ninety Two acres of land.

The Court further find that there is due to plaintiff as assignee thereof upon the two notes of date April 14, 1894, described in the petition, under the agreement and settlement of January 4, 1897, set forth in the petition between said John T. McCullough and his Co-obligors therein, from said John T. McCullough defendant, with interest to the first day of this term, the sum of Five Hundred and Five and 27/100 Dollars (\$505.72) bearing interest at 8% from said day; and the Court find that there is due to the plaintiff as assignee thereof on the note of January 4, 1897, to John Harriot, A. Hill and D. Moss, described in his petition, with interest to the first day of this term, from the defendant John T. McCullough the sum of (\$137.37) One Hundred and Thirty Seven and 37/100 Dollars, bearing interest at 6% from said day.

The Court further finds that in order to secure the payment of said three notes last above described according to their terms and the terms of said agreement and settlement, the defendants John T. McCullough and Phoebe McCullough, his wife, executed and delivered to John Harriot, Andrew Hill and David Moss, his said Co-obligors on said two notes to Branch & Son, their certain mortgage, viz; the fifth mortgage in the petition described, as therein described, and on the premises therein described viz; the same Eighty and Twelve acres above mentioned.

That said mortgage was duly recorded in Vol. 38 page 563 of the Records of mortgages of Union County, Ohio, and assigned to the plaintiff, and is a valid lien on said Ninety Two acres of land.

The Court further find that there is due plaintiff as assignee thereof, from the said John T. McCullough, defendant, on the judgment set forth in the petition, with interest to the first day of this term the sum of Six Hundred and Sixty and 87/100 Dollars (\$660.85); and that the said judgment is a valid lien on said Ninety Two acres above described and referred to bearing interest at 8% from said day on \$579.22, and at 6% on \$81.15.

It is therefore considered and adjudged that unless the defendants John T. McCullough and Phoebe McCullough shall by January 1, 1898, pay or cause to be paid to the clerk of this Court the costs of this case, and to the plaintiff the several sums or found due as aforesaid (on mortgage) of said Eighty acres of land with interest from Sept. 7, 1897, as follows:

\$1126.40 with 8% interest

" 850.45 " " " "

According to the terms of said several mortgage deeds the said defendants equity of redemption in said Eighty acres of land be foreclosed, and said premises shall be sold and an order of sale issue therefor to the Sheriff of Union County,

directing being

pay on this mortgage Sept. 7, 1897 \$452.2 \$935.5 \$505.7 \$137.3

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Receipt 7415

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Order of Sale

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directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

And that unless the said defendants by January 1, 1898, pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff the several sums found due on mortgages of said 92 acres, as aforesaid, with interest from September 7, 1897, as follows:

- \$452.23 with 8% interest.
- \$935.53 " " "
- \$505.92 " " "
- \$137.37 " " "

According to the terms of said several mortgage deeds the said defendants equity of redemption in said Ninety Two (92) acres of land be foreclosed, and said premises shall be sold and an order of sale shall issue thereon 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 unless the said defendants shall pay or cause to be paid to the Clerk of this Court by January 1, 1898, the costs of this suit, and to the plaintiff the sums found due on said judgment liens with interest as follows:

- \$379.70 with interest at 8%
- \$81.15 " " " 6% from September 7, 1897, an order

of sale of said 92 acres of land shall issue to the Sheriff of Union County, Ohio, directing him to sell said premises as upon execution and bring the proceeds into Court for further order, and this cause is continued.

D. H. Myers
Atty. for Defendant

On the 10th day of January A. D. 1898, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7415

John Robinson	vs	John T. McCullough et al	Court of Common Pleas Union County, Ohio.
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To the Clerk:

Issue Order of Sale in the above cause directed to the Sheriff of Union County, Ohio, returnable according to law.

J. B. Cole
Atty. for Plaintiff

On the 10th day of January A. D. 1898, the following Order of Sale was issued to the Sheriff of Union County, to-wit:

Order
of
Sale

The State of Ohio, Union County ss.
To the Sheriff of said County, Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Mansville, in said County of Union on the 26th day of November, 1897, John Robinson obtained a judgment and decree against John T. McCullough et al for the sum

of Twenty Six Hundred and Ninety one and 29/100 Dollars with
89¢ on \$2473⁰⁰ from September 7, 1897, and 67¢ on \$218⁰⁰ from
same date and date of suit.

And whereas it was then and there by said Court
ordered, adjudged and decreed, that unless the said John T. McCul-
lough by the 1st day of January A. D. 1898, pay unto the said
John Robinson the said sum of Twenty Six Hundred and Ninety
one and 29/100 Dollars, with interest from the 7th day of September
1897, and costs aforesaid; and on default to pay the same, that
an order of sale issue to the Sheriff of said County, comman-
ding 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 above date aforesaid have fully
expired, and the said sum of Twenty Six Hundred and Ninety
one and 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 Jones Township, Union County, W. Va.:

Eighty acres of land, part of a thousand acre survey,
entered and patented in the name of Lucas Sullivan, and
is known on the records of the principal surveys of the Vir-
ginia Military Lands by the number 3686, which said Eighty
acres is bounded as follows, to-wit:

Beginning at a stake on the upper or northeasterly
branch of Darby (Big Darby) creek, with the lower corner on the
creek to eighty acres conveyed by said Sullivan to Abraham
Sayer; thence up the creek, S. 40 deg. N. 21 poles, S. 10 deg. N. 34 poles
N. 83 deg. 30 poles S. 34 deg. N. 32 poles to a hickory sapling and
stake, lower corner on the creek, land conveyed by said Sulli-
van to Joshua Emory; thence with his lower line N. 38 deg. N.
to his lower back corner a stake near a Burr or White oak, cor-
nered 131 poles; thence N. 52 deg. E. 99 poles to three hickories,
upper back corner to Abram Sayer's land; thence with his
line S. 38 deg. 120 poles to the beginning.

Also in the same Township, County, State and
survey as the above described tract, and beginning at its
northwest corner, being the northeast corner to this 12 acre
tract; thence in a westerly direction 28 rods to a stake
at the northwest corner to said tract; thence in a southerly di-
rection 68 1/2 rods to the southeast corner to said tract at
a stake; thence in an easterly direction 28 rods to the west
line of above 80 acre tract; thence with said west line to
the beginning, containing 12 acres, be the same more or less,
and lying immediately west of said 80 acre tract.

We therefore command you, that you proceed to
carry said order, judgment and decree into execution accord-
ably to the law thereof, and that you expose to sale the

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above described Real Estate, under the statute regulating sales on Execution, and that you bring the proceeds thereof of said sale into said Court for further order in compliance with said 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.

(seal) Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 10th day of January, A.D. 1898.
J. T. Hosmer Clerk

Afterward on the 12th day of February, A.D. 1898, 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 Fee	\$	do
Service		25
Long		25
Sum. Appraisors	1	20
Smoothing "		25
Writing Appraisal		25
Copy of "		25
Notice to Prisoner		25
Writing Notice		25
Mileage	1	60
Poundage	52	00
Return		25
Total		56 80
Appraisors Fee		3 00

The State of Ohio, Union County, ss.
Received this writ the 11th day of January A. D. 1898, and on the 11th day of January A. D. 1898, I called an inquest of George W. Richard, J. T. Killbuck and Clark Richard three disinterested freeholders and residents of the County, and caused the within described real estate to be appraised on their oaths; they on the same day returned to me an estimate of the value thereof, (to-wit: \$55⁰⁰ per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of 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 12th day of February A. D. 1898, 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 Lewis Pringo for the sum of \$47⁰⁰ per acre, he being the highest bidder therefor, and the same bid being more than two thirds of the appraised value.

J. Ed Robinson Sheriff

On the 28th day of February A. D. 1898, the following return was filed with the Clerk of this Court, to-wit:

Sheriff Sale 7415

John Robinson
vs
John T. McCullough 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 12, 1898, 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 Jerome, County of Union and State of Ohio, and bounded and described as follows:

Eighty acres of land, part of a thousand acre survey entered and patented in the name of Lucas Sullivan, and is known on the records of the principal surveys of the Virginia Military lands by the number 3686, which said eighty acres bounded as follows, to-wit:

Beginning at a stake on the upper or northwesterly branch of Darby (Big Darby) creek, with the lower corner on the creek to eighty acres surveyed by said Sullivan to Abraham Sagers; thence up the creek S. 40° W. 21 poles, S. 10° W. 34 poles, N. 83° 30 poles S. 34° W. 32 poles to a hickory sapling and stake, lower corner on the creek, land surveyed by said Sullivan to Joshua Erving; thence with his lower line N. 88° to his lower back corner, a stake near a burr or white oak cornered 131 poles; thence N. 52° E. 90 poles to three hickories, upper back corner to Abraham Sagers' land; thence with his line S. 38° 120 poles to the beginning.

Also in the same township, county, state and survey as the above described tract, and beginning at its northwesterly corner, being the northeast corner to this 12 acre tract; thence in a northwesterly direction 28 rods to a stake at the northwesterly corner to said tract; thence in a southerly direction 68 1/2 rods to the southwest corner to said tract at a stake; thence in an easterly direction 28 rods to the west line of above 80 acre tract; thence with said west line to the beginning, containing 12 acres be the same more or less and lying immediately west of said 80 acre tract.

Appraised at \$55.00 per acre

Terms of sale cash.

J. Ed Robinson
Sheriff Union County, Ohio.

January 12, 1898.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, dep. that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with January 12, 1898.

Sworn to and subscribed before me, this 28th day of February, 1898.

(seal)

Printers Fee, \$20.00

W. C. Shearer.
J. N. Grinnell Clerk.

On the 25th day of February A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

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7415 John T.

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7415 John T.

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Motion
7415

John Robinson
vs
John T. McCullough et al

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff and moves the Court
to confirm the sale as reported by the Sheriff in this case

J.B. Cole
Attorney for Plaintiff

Motion
7415

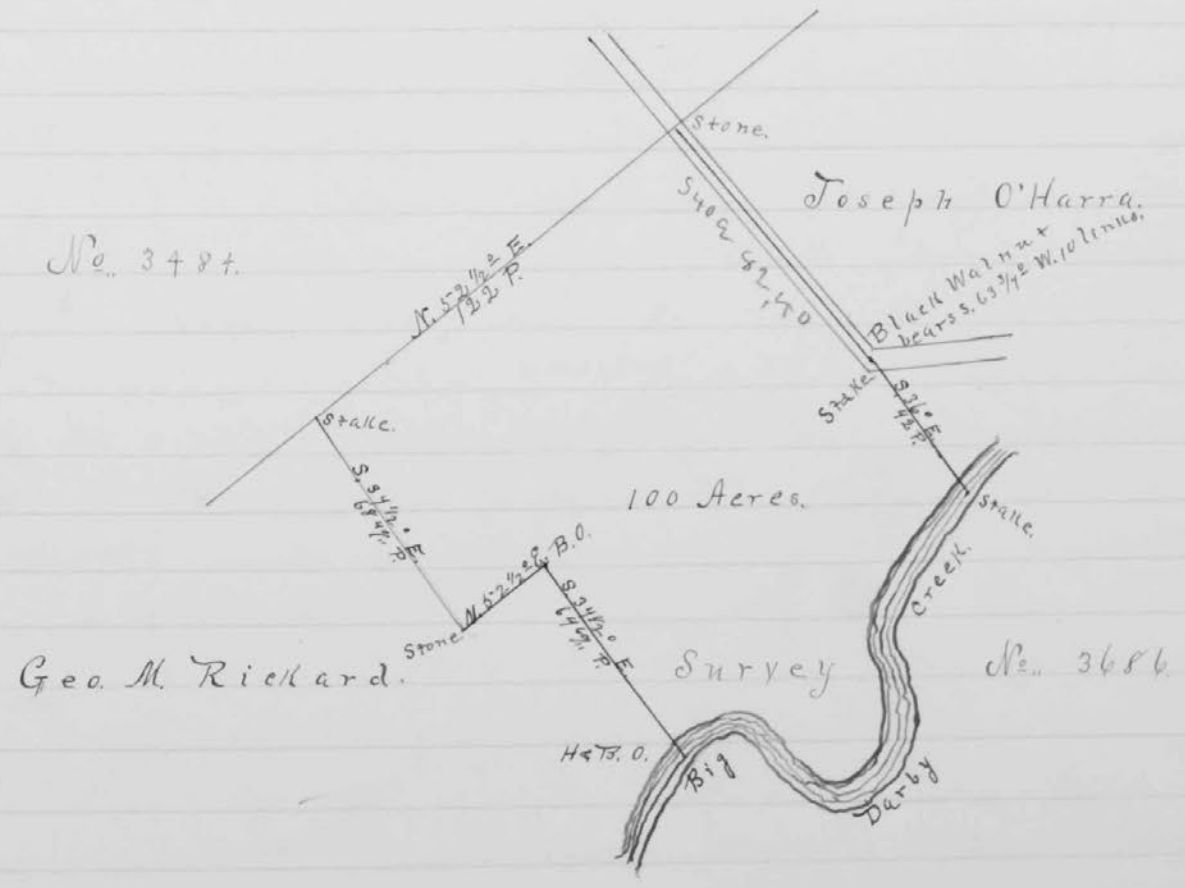
John Robinson
vs
John T. McCullough et al

Court of Common Pleas
Union County, Ohio.

On the 26th day of February A.D. 1895, the following Motion was
filed with the Clerk of this Court, to-wit:

The defendant J. H. Robinson, Administrator of
Abrah Smith deceased, moves the Court to require the plaintiff to
make his answer to his answer and Cross petition more
definite by stating when any payment was ever made on
said judgment and what sums were ever paid upon said
judgment.

J. H. Robinson, Adm^r of
Abrah Smith.



Description of premises situate in the State of Ohio, County of Union, Township of Jerome, part of Survey No. 3689, and bounded and described as follows:

Beginning at a stone in the southerly original line of Survey No. 3484, in the center of the Sager Mill Road; thence with the center of said road S. 40 E. 82 7/100 poles to a stake at an angle in said road (witness a Black Walnut S. 63 3/4 W. 10 links) thence with a westerly line of John McLeullough's land S. 36 E. 42 poles to a stake at low water mark on the left bank of Big Darby Creek; thence up the creek at low water mark to a stake corner to Mr. Richards' land (witness a hickory and Burr Oak N. 34 1/2 W. 4 poles) thence passing between said Hickory and Burr Oak and with three consecutive lines of said Richards' lands N. 34 1/2 W. 64 6/100 poles to a Burr Oak stump; thence S. 52 1/2 W. 28 poles to a stone and erodory, and thence N. 34 1/2 W. 68 5/100 poles to a stake in said survey line; thence with said survey line N. 52 30 E. 123 poles to the beginning, containing 100 acres, more or less.

To the Sheriff of Union County, Ohio.

I herewith return a plat and description of the John T. McLeullough land as surveyed according to your order, February 22nd 1898; and I also attach a bill of expense for said survey.

Lansam B. Harvey
County Surveyor.
Sr.

John T. McLeullough.

1898.

Feb. 21,	To Lansam B. Harvey	looking up records for survey	6 hrs.	\$2.00
" 22 "	"	same surveying	1 da.	4.00
" 23 "	"	same calculating	5 hrs.	2.00
" 25 "	"	same plat and description		1.50
" 22 "	Geo. Ruhlen	chairman	1 da.	1.00
" " "	Clark Kilbury	"	1 "	1.00
" " "	Geo. Brake	wasman	1 "	1.00
		Total		\$12.50

On the 26th day of February A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7415

John Robinson
vs
John T. McLeullough 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 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 Louis Rings, by and in fee simple

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the lands and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders 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 Forty Seven Hundred Dollars (\$4765), it is ordered that the Sheriff out of the money in his hands pay-

First - The costs of this action taxed at \$125.32.

Secondly - The taxes due and unpaid on said lands \$67.03.

Thirdly - To the defendant J. H. Robinson, as Administrator of Abraham Smith deceased, the sum of Five Hundred and Fifty Two Dollars \$552.00, which the Court find from the evidence to be the amount due on his claim set up in his answer and cross-petition herein, there having been made on the note on which said judgment was taken and payment not credited thereon and the Court find that said judgment was taken for too much and that the true amount due thereon is \$552.00.

Fourth - To the plaintiff the balance of the money remaining in his hands to-wit: the sum of \$ to be applied as follows in payment of the several liens set up in plaintiff's petition in the order therein set forth or far as it will reach.

J. B. Cole
Atty. for Plaintiff

On the 28th day of February A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Notice of Appeal 7415	John Robinson vs John T. McCullough et al	Court of Common Pleas Union County, Ohio.
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Now comes the plaintiff and enters notice of appeal in this cause from the final order of distribution made therein on the 26th day of February, 1898.

J. B. Cole
Atty. for Plaintiff

Date Feb. 28, 1898.

Attest

J. N. Boswell

Clerk

By Geo. A. Boswell, Deputy.

On the 7th day of March the following was filed with the Clerk of this Court, to-wit:

Appeal Withdrawn 7415	John Robinson vs J. T. McCullough et al	Court of Common Pleas, Union County, Ohio.
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Now comes the plaintiff and withdraws his notice of appeal in this case.

J. B. Cole, Atty. for Plaintiff

Attest J. N. Boswell Clerk, By Geo. A. Boswell Deputy.

Please continued and held in 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 Duncan Don, Judge of said Court, of the Term of January, to-wit: on the 30th day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that herebefore to-wit, on the 20th day of January, A.D. 1898, Messrs George filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against William Woodie, to-wit:

Petition Messrs George
6614 vs
William Woodie
Court of Common Pleas
Union County, Ohio.

The plaintiff says, on the 9th day of November, 1892, and prior thereto, the plaintiff had leased for grain rent, to-wit, one half in bushel, premises adjoining premises owned by defendant in Union Township of said County, separated by partition fence of which said parties to-wit, H. K. Franklin the agent of the owner of said lands Mrs R. B. Dunn and the defendant by mutual agreement assigned the north half or part of said fence to the defendant and by the further terms of plaintiff said lease (which was verbal) the south half of said fence was assigned to plaintiff, was by said mutual agreement the part assigned Mrs R. B. Dunn.

Plaintiff avers that he did keep and maintain all along his part of said fence, according to the terms of his said lease, a good and sufficient fence, staked and ridged.

That plaintiff had thirteen acres and one half acre growing corn on the premises so leased by him as aforesaid, and on the day aforesaid, notwithstanding the good and sufficient fence so kept and maintained by the plaintiff as aforesaid, seven or ten head of steers, belonging to the defendant, broke down the fence along the said field of corn of plaintiff's and took down, eat up and destroyed about two acres of corn of about the value of sixty dollars.

The plaintiff avers that before the 9th day of November 1892, and at the time the said defendant turned the said steers into the premises so adjoining the premises so held by the plaintiff as aforesaid, he the said defendant knew that said steers were braachy and would trespass against any sufficient fence.

That afterwards to-wit, in the month of December (the exact day plaintiff is unable to state) 1892, the plaintiff changed his lease with said Franklin and Mrs R. B. Dunn and became the absolute owner of all of said corn together with all the interest of said Franklin and Mrs R. B. Dunn of in and to the injury to their

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interest in said crops of corn occurring as aforesaid, for which plaintiff then in the said month of December, 1892, paid the said Franklin and Mrs R.H. Durr a full and valuable consideration, and is still the owner thereof.

Therefore plaintiff asks judgment against the said defendant for the sum of Sixty Dollars with interest from the 9th day of November, 1892.

D. W. Ayers
Attorney for Plaintiff

The State of Ohio, Union County, ss.

Moses George, being duly sworn says, the facts stated and allegations in his foregoing petition are as he believes true.

Moses George
J. C. Griffith
Notary Public

Sworn to before me and signed in my presence by Moses George, this 20th day of January, 1894.

(seal)

On the 26th day of January A.D. 1894 the following Demurror was filed with the Clerk of this Court, to-wit:

Demurror
6614

Moses George
vs
Henry Woodie

Court of Common Pleas
Union County, Ohio.

Now comes the said defendant Henry Woodie, and demurs to the plaintiff's petition, and for grounds, says:

That the facts stated in said petition are not sufficient to constitute a cause of action in favor of said plaintiff and against said defendant.

W. W. Merchant
Atty. for said Henry Woodie.

On the 26th day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
6614

Moses George
vs
Henry Woodie

Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard on the demurror of the defendant.

The same being submitted on the arguments of attorneys, the Court overrules the same.

It is therefore ordered and adjudged by this Court that the demurror of the defendant be overruled with leave to file an answer within 30 days, to all of which the defendant accipio.

Ayers & Ayers
Atty. for Aff.

Answer
6614

On the 21st day of June A.D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Mrs George
vs
Henry Mordie
Court of Common Pleas
Union County Ohio

Now comes the defendant, Henry Mordie, and for answer (leave first being granted by the Court) says:

That he denies each and every allegation of the petition, unless it be admitted.

Second cause of defense.

Defendant says, that he denies that said fence, which said plaintiff's should have kept in good repair and sufficient to turn ordinary stock, was in that condition, but on the contrary was allowed to be down and badly out of repair, although said plaintiff well know that this said defendant used the adjoining field as a pasture for his heavy stock.

Third cause of defense.

This defendant denies that said plaintiff was the owner of said corn alleged to have been destroyed.

Fourth cause of defense.

This defendant further says; that said plaintiff utterly failed to have said alleged damage appraised by three disinterested free-holders of the vicinity and their estimate, under oath, filed before a justice of the peace as a foundation for this suit and by reason thereof that said plaintiff is barred.

Wherefore this defendant asks that he may go hence without day and recover his costs.

H. H. Merchant
Atty. for Def.

The State of Ohio, Union County ss.

Henry Mordie being first duly sworn according to law, says the facts stated and allegations made in his foregoing answer are true as he verily believes.

Sworn to before me, by affiant, subscribed in my presence this 21st day of June 1897.
(seal)

Henry Mordie
J. R. Gosnell Clerk

On the 28th day of August A.D. 1897, the following Reply was filed with the Clerk of this Court, to-wit:

Reply
6614

Mrs George
vs
Henry Mordie
Court of Common Pleas
Union County Ohio

The plaintiff now comes and for Reply to the answer of the defendant herein says:

He claims that he neglected to keep in sufficient repair to turn ordinary stock, his part of the fence

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through which the stock of the defendant entered and as availed in defendant's second cause of defense in his answer herein.

The plaintiff says that at the time of the trespass alleged in his petition he was the owner of a one half interest in said corn and before the commencement of this action purchased from the owner of the other half of said corn his interest in the damage resulting from said trespass by the stock of plaintiff for a valuable consideration.

For reply to the fourth defense in defendant's answer this plaintiff says he was not in law bound to have the said damages claimed herein appraised by three disinterested freeholders.

Therefore plaintiff prays as in his petition.

Ayers & Ayers
Attys for Plaintiff.

The State of Ohio, Minn. County, ss.

Witness George being first duly sworn says the facts stated and allegations contained in foregoing Reply are as he believes true.

Sworn to before me and signed by Moses George in my presence this 28th day of August, 1897.
(seal) J. N. Gosnell Clerk of Court.

On the 27th day of September A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
6614

Moses George
vs
Henry Woodie
Court of Common Pleas
Minn. County, Ohio.

This day came the parties by their attorneys, also came the following named persons as jurors to-wit: E. W. Moore, B. L. Robinson, Jay S. Rogers, A. E. Copper, John E. Harriman, Lewis Baker, Samuel Barnett, Sterling Corns, Wm Biddle, Robt. D. Finley, D. M. Freshwater, and Benj. Carter; who were duly impanelled and sworn according to law, and after hearing the evidence and arguments of counsel, the hour for adjournment having arrived, this case is continued until 10 o'clock tomorrow morning.

On the 28th day of September A. D. 1897 the following Entry was filed with the Clerk of this Court, to-wit:

Entry
6614

Moses George
vs
Henry Woodie
Court of Common Pleas
Minn. County, Ohio.

This day again came the parties by their attorneys, also came the following named persons as jurors, to-wit: Jay S. Rogers, Freeman; E. W. Moore, B. L. Robinson, A. E. Copper, John E. Harriman, Lewis Baker, Samuel Barnett, Sterling Corns, Wm Biddle, Robt. D. Finley, D. M. Freshwater, and Benj. Carter; who were heretofore duly impanelled and sworn according

to law, and after hearing the charge of the Court, the said jury retired to their room in charge of the Sheriff for deliberation.

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

We, the jury, being duly impaneled, sworn and affirmed, find the issue in this cause in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of Thirty Dollars.

Jay S. Rogers, Foreman.

Dated September 28th 1897.

Cost Bill
of Anna McIlroy,
Stenographer,
6614

The following Cost Bill of Anna McIlroy was filed with the Clerk of this Court, to-wit:

Miss George
vs
Henry Woodie
Court of Common Pleas,
Union County, Ohio.

Reporting 1 day \$6.00
Transcribing 57 pages @ 25¢ \$14.25
Total \$20.25

Anna McIlroy
Stenographer.

Motion
6614

On the 29th day of September A.D. 1897, the following motion was filed with the Clerk of this Court, to-wit:

Miss George
vs
Henry Woodie
Court of Common Pleas
Union County, Ohio.

The defendant Henry Woodie, moves the Court to set aside the verdict of the jury in this case, for the following reasons, to-wit:

1st. On account the following surprise, ordinary prudence could not guard against;

That the witness of the said defendant, the said Christopher Schneider, was called and testified in behalf of the said plaintiff, although subpoenaed by the defendant, and said witness had at the former trial of this case, testified that said partition fence was not a good and sufficient fence to turn ordinary stock.

2nd. The verdict is not sustained by sufficient evidence, and is contrary to law.

3rd. For several errors of law occurring at the trial, and to the commission of each and every of which the defendant, at time excepted.

4th. And for other manifest errors apparent upon the face of the record.

5th. For newly discovered evidence, material to the defendant's cause which could not have been discovered with reasonable diligence and produced at the trial.

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Such evidence is, in substance as follows:
That the said plaintiff admitted to certain persons that the damage to said corn was trivial and that the fault thereof was on William Franklin, and that he had no claim against the said defendant.

H. H. Merchant
Attorney for Defendant.

Entry
6614

On the 11th day of October A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:
Oursio George
vs
Henry Mordie
Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant to set aside the verdict heretofore rendered herein, and for new trial, was argued by Council and submitted to the Court.

On consideration the Court overrules said motion for a new trial.

It is therefore considered, ordered and adjudged by the Court, that the plaintiff recover from the defendant the sum of \$30.00, with interest from the 30th day of September, 1897, and costs herein taxed at \$, and that in default of payment thereof, that execution be issued therefor against said defendant, to all of which holding of the Court the defendant then and there accepted.

Agro & Agro Atty for Opp.
H. H. Merchant, Atty for Def.

Attest
J. M. Gosnell Clerk
By J. W. Gosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court, of the Term of January, to-wit; on the 3rd day of January, in the year of our Lord One thousand Eight Hundred and Ninety Eight.

Petition
7376

Be it remembered, that heretofore to-wit, on the 1st day of June A. D. 1897, The Plain City Home and Savings Company filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Andrew J. Greenbaum et al, to-wit:

The Plain City Home & Savings Company
vs
Andrew J. Greenbaum, Emily A. Greenbaum, John Greenbaum, Anna Greenbaum, Charles Greenbaum & Minnie Huntley
Court of Common Pleas
Union County, Ohio.

Plaintiff states that it is a Corporation

organized under the laws of the State of Ohio,

For a cause of action, plaintiff says that Emily A. Greenbaum, now deceased, one of the defendants herein, is one of its members, and the owner of six shares of its capital stock, and that this plaintiff, on the 26th day of August 1890, advanced to said Emily A. Greenbaum the sum of Four Hundred Dollars the estimated value of Four shares of its capital stock as a loan; and on the 14th day of April, 1891, advanced to said Emily A. Greenbaum the sum of Two Hundred Dollars, the estimated value of two shares of its capital stock, as a loan.

In order to secure the repayment of said sums, the said Emily A. Greenbaum together with Andrew J. Greenbaum her husband, with full release of dower on his part, executed and delivered to this plaintiff their certain mortgage deeds whereby they conveyed to this plaintiff the following described real estate, to-wit:

Situate in Jerome Township Union County, Ohio, Beginning at a stake on the N. bank of Big Darby Creek, S. E. corner of M. H. Conner's lot South 83 deg. West 334 feet to a stone in the center of North Avenue; thence with the center of said Avenue S. 7 deg. East 60 feet to a stone in the center of North Avenue; thence North 83 deg. East 330 feet to a stake on the N. bank of Big Darby Creek; thence up said Creek 60 feet to the beginning, containing 73 square more or less and being a part of survey No. 5728 and being the same premises conveyed by warranty deed under date of April 1st, 1889, by Willie C. Sells and husband to Emily A. Greenbaum, and recorded in Book 62, page 193, deed record of Union County, Ohio.

The above described tract of land is now known, numbered and designated as out-lot No. 5, Plain City, Union County, Ohio.

The description as set up in the mortgage of date April, 14th 1891, is as follows:

Being in Plain City, in the County of Union, O. and being out-lot No. (5) five, as the same is known, numbered and designated on the plat of said village at Marysville, O. being the same property heretofore mortgaged to the said The P. C. & C. Co. and described as a parcel of land

The first mortgage securing the sum of Four Hundred (\$400.00) Dollars bears date of August 26th 1890, and was left for record with the Recorder of Union County, Ohio, on the 15th day of November, 1890, at 5.20 o'clock P. M. and recorded in book No. 30, page 149 of the record of mortgages of said county.

Said mortgage is conditional to be void if the said Emily A. Greenbaum shall pay said company, according to its constitution and by-laws, without demand therefor, any fines and assessments thereby imposed and weekly installments, twenty five cents per share as due, and also weekly

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installments of nine cents per share as premium on said loan, and also weekly installments of 12 cents per share as interest on said loan, subject to cancellation upon dues paid in, as provided by the constitution and by-laws of said Company, and shall pay all taxes and assessments and shall keep the buildings thereon insured to the satisfaction of said Company, said dues, interest and premium to be paid until the weekly dues and the dividends declared upon said shares make up the amount of one Hundred Dollars on each share or borrowed; or if the said Emily A. Grunbaum shall refund to said Company according to law and its constitution and by laws, the balance due on said loan, then said mortgage to be void; otherwise to remain in full force and effect, with the right in said Company to foreclose the same after a period of eight weeks from the omission to perform any of the above obligations.

Said second mortgage bears date of the 14th day of April, 1891, and was left for record with the Recorder of Union County, Ohio, on the 23rd day of April, 1891, at 2:15 o'clock P. M. and recorded in book No. 30, page 463, of the records of mortgages of said County.

Said mortgage is conditioned to be void if the said Emily A. Grunbaum shall pay said Company, according to its constitution and by laws, without demand therefor, any fines and assessments thereby imposed, and weekly installments of twenty five cents per share as dues, and also weekly installments of eleven cents per share as premium on said loan, and six also weekly installments of 12 cents per share as interest on said loan subject to cancellation upon dues paid in, as provided by the constitution and by-laws of said Company, and shall pay all taxes, and assessments, and keep the buildings thereon insured to the satisfaction of said Company, said dues, interest and premium to be paid until the weekly dues and the dividends declared on said shares make up the sum of one hundred dollars on each share or borrowed; or if the said Emily A. Grunbaum shall refund to said Company, according to law and its constitution and by-laws the balance due on said loan, then said mortgage to be void; otherwise to remain in full force and effect, with the right in said Company to foreclose the same after a period of eight weeks from the omission to perform any of the above obligations.

Claimant says that the conditions of said mortgages have been broken; that for the period of more than eight weeks, the said defendant has failed to pay said dues, interest, premium and fines assessed according to the constitution and by-laws of said Company, as shown by the account hereto attached marked "Exhibit A," and "Exhibit B," and made a part hereof, and is now delinquent in the sum of Two Hundred and Seventy Six and 7/100 Dollars.

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Plaintiff further says that, by virtue of its said mortgage, it has the first and best lien on the premises therein described; that the defendants, Emily A. Greenbaum, Andrew J. Greenbaum, John Greenbaum, Charles Greenbaum, Anna Greenbaum and Winnie Huntley, have or claim some interest in said premises subordinate to plaintiff's claim, and plaintiff asks that they be compelled to set the same up, or be forever cut off from asserting the same.

Wherefore plaintiff prays that the equity of redemption of the said defendants in said premises may be foreclosed; that an order be taken, and that it may have judgment for the amount found due on its said cause of action; that said premises may be sold, free of all claims of the defendants herein, and that the proceeds of said sale may be applied to the payment of the amount due plaintiff, and for such other and further relief as is proper.

Howard C. Black
Attorney for said Plaintiff.

State of Ohio, Madison County, ss.

J. F. Feather being duly sworn, says that he is the Secretary of the plaintiff Company herein, and that the facts stated in the foregoing petition are true, as he truly believes.

Sworn to before me, and subscribed in my presence, this 22nd day of May, 1897.

J. F. Feather.
J. J. Black, Notary Public,
Madison County, Ohio.

"Exhibit A."

There is due on first mortgage the sum of One Hundred and Seventy nine and 17/100 Dollars, with premium at the rate of 18 cents per week interest at the rate of 24 cents per week, a total of 42¢ per week every week after May, 22nd, 1897.

"Exhibit B."

There is due on second mortgage the sum of Ninety seven and 17/100 Dollars, with premium at the rate of eleven cents per week interest at the rate of 12 cents per week, a total of 23¢ per week, each and every week after May 22nd, 1897.

To the Clerk:

Issue Summons to the Sheriff of Champaign County, Ohio, for Charles Greenbaum, Indorse "Money, foreclosure of Mortgage and other relief."

Howard C. Black
Attorney for Plaintiff.

To the Clerk:

Issue summons on A. J. Greenbaum, E. A. Greenbaum, Anna Greenbaum, within name defendants to the Sheriff of Union County, Ohio, indorsed: "Money, foreclosure of

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Howard C. Black
Attorney for Plaintiff.

Summons.

On the 1st day of June A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.
To the Sheriff of Champaign County:

You are hereby commanded to notify Charles Greentbaum that he has been sued by the Plain City Home and Savings Company, in the Court of Common Pleas of Union County, and must answer by the 3rd day of July A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 14th day of June A. D. 1897.

Witness my hand and the seal of said Court, this 1st day of June A. D. 1897.

J. N. Hornell Clerk

Indorsed "Foreclosure of Mortgage and other relief"

On the 5th day of June A. D. 1897, the Sheriff of said County returned said Summons to the Clerk's office in said County, which return was as follows:

Sheriff's Fee	60
Service & Return	25
mileage	16
Copy	12
Total	53

The State of Ohio, Champaign County, ss.

Received this writ June 3rd A. D. 1897, at 9 O'clock A. M. and served same by handing the within named Charles Greentbaum a certified copy with the endorsements thereon.

L. H. McLain, Sheriff
By J. H. Hurty Deputy

Summons

On the 1st day of June A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.
To the Sheriff of Union County:

You are hereby commanded to notify Andrew Greentbaum, Emily A. Greentbaum and Anna Greentbaum, that they have been sued by the Plain City Home and Savings Company, in the Court of Common Pleas of Union County, and must answer by the 3rd day of July A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 14th day of June A. D. 1897.

Witness my hand and the seal of said Court, this 1st day of June A. D. 1897.

J. N. Hornell Clerk

Indorsed "In action for money; Foreclosure of mortgage and other relief."

Afterward on the 4th day of June A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Fee	\$	to	
Sherriff's Return			65
Drilage	1	76	
Copies			45
Total	2	86	

The State of Ohio, Union County, ss.

Sherriff's Return

Received this writ June 2nd A. D. 1897, at 8 o'clock A. M. and served same by delivering a true and certified copy of this writ with all the within endorsements thereon to Andrew Greenbaum and Anna Greenbaum by leaving copies at their usual place of residence on June 3rd 1897, after diligent search Emily A. Greenbaum was not found within my bailwick.
J. C. Robinson Sheriff

On the 1st day of June A. D. 1897, the following Affidavit was filed with the Clerk of this Court, to-wit:

Affidavit
7376

The Plain City Home and Savings Company

Court of Common Pleas
Union County, Ohio.

A. J. Greenbaum et al

The State of Ohio, County of Union, ss.

Howard C. Black being duly sworn says that he is attorney for plaintiff duly authorized in the premises and further says that service of summons cannot be made in this State on the defendants, Winnie Hamity and John Greenbaum, and that the cause is one of those mentioned in Section 5048, Revised Statutes of Ohio.

Howard C. Black

Sworn to before me and subscribed in my presence this 1st day of June, 1897.
(seal)

J. N. Gosnell, Clerk of Courts.

Notice to Non-Residents.

On the 11th day of September A. D. 1897, the following Notice was filed with the Clerk of this Court, to-wit:

Affidavit
7376

Winnie Hamity, residing in Ferry, Indiana, or having removed therefrom, whose residence is unknown, and John Greenbaum, Allegheny Street yards, Allegheny, Pa. will take notice that on the 1st day of June, 1897, The Plain City Home and Savings Company filed its petition in the Court of Common Pleas Court, Union County, Ohio, in case No. 7376, against the above named parties, with others, praying for the foreclosure of a mortgage made by Emily A. Greenbaum and A. J. Greenbaum, her husband, as plaintiff on a tract of land described as follows:

Situate in Jerome Township, Union County, Ohio, beginning at a stake on the west bank of Big Darby creek, south east corner of W. H. Cress's lot south Eighty three degrees west Three Hundred and thirty four feet to a stone in the center of North Avenue; thence with the center of said Avenue South Seven degrees East Sixty feet to a stone in the center of North Avenue; thence North Eighty three degrees East Three hundred and thirty feet to a stake on the west bank of Big Darby creek; thence up said creek sixty feet to the beginning, containing Seventy three square rods more or

Notice to Non-Residents.

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less, and being part of Survey No. 5128, and being the same premises conveyed by Warranty deed under date of April 1, 1859, by Wollie C. Sells and husband to Emily A. Greenbaum and recorded in Book 62, page 193, Deed Record of Union County, Ohio.

The above described tract of land is now known as lot No. 5, Plain City, Union County, Ohio, given to secure a debt on which a balance of Two Hundred and Seventy Six and 7/100 Dollars is due, with interest at the rate of 65 cents per week from May 22, 1897.

Said parties are required to answer on or before the 3rd day of July, 1897, or judgment may be taken against them.

The Plain City Home and Savings Co.
By Howard C. Black its attorney.

June 2, 1897.

State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for six consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with June 2, 1897.

H. O. Shearer.

Sworn to and subscribed before me, this 11th day of September, 1897.

(seal)

J. N. Gosnell Clerk.

Printers' Fee, \$18.50.

On the 2nd day of August A.D. 1897, the following Affidavit was filed with the Clerk of this Court, to-wit:

The Plain City Home & Savings Company
vs
C. A. & A. J. Greenbaum et al
Court of Common Pleas
Union County, Ohio.

Affidavit
7376

The State of Ohio, Union County, ss.

Howard C. Black, Attorney for plaintiff being first duly sworn says that service by summons cannot be made in the State on the defendant Winnie Humbley and John Greenbaum, and that the cause is one of those named in Section 5048, Revised Statutes of Ohio.

Howard C. Black

Sworn to before me and subscribed in my presence this 2nd day of August, 1897.

(seal)

J. N. Gosnell Clerk.

Notice to Non-Residents.

On the 27th day of September A.D. 1897, the following Notice was filed with the Clerk of this Court, to-wit:

Winnie Humbley, residing in Godland, Indiana or having removed therefrom, whose residence is unknown, and John Greenbaum, Allegheny Stock yards, Allegheny Pa. will take notice that on the 1st day of June, 1897, the Plain City Home and Savings Company filed its petition in the Common Pleas Court, Union

County, Ohio, in case No. 7376, against the above named parties, with return, praying for the foreclosure of a mortgage made by Emily A. Greenbaum and A. J. Greenbaum, her husband, is plaintiff on a tract of land described as follows:

Situate in Jerome Township, Union County, Ohio, beginning at a stake on the west bank of Big Darby Creek, south east corner of W. H. Conroy's lot South Eighty three degrees west three hundred and thirty four feet to a stone in the center of North Avenue; thence with the center of said Avenue South seven degrees East Sixty feet to a stone in the center of North Avenue; thence North Eighty three degrees East three hundred and thirty feet to a stake on the west bank of Big Darby Creek; thence up said creek Sixty feet to the beginning, containing Seventy three square rods, more or less, and being part of Survey No. 5128, and being the same premises conveyed by Warranty Deed under date of April 1, 1889, by Ollie C. Sells and husband to Emily A. Greenbaum, and recorded in Book 62, page 193, Deed Record of Union County, Ohio.

The above described tract of land is now known as out-lot No. 5, Plain City, Union County, Ohio, given to secure a debt on which a balance of Two Hundred and Seventy Six and 94/100 Dollars is due with interest at the rate of 65 cents per week from May 22, 1897.

Said parties are required to answer on or before the 25th day of September, 1897, or judgment may be taken against them.

The Plain City Home Ed Savings Co.
By Howard C. Black, its attorney.

August 4, 1897.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with August 4, 1897.

H. D. Shearer.

Sworn to and subscribed before me, this 27th day of September, 1897.

(seal)

J. N. Hornell Clerk.

Printers Fee, 1st 818.50
2d 818.50
837.00

On the 26th day of November A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Motion
7376
The Plain City Home Ed Savings Company
vs
A. J. Greenbaum et al

Court of Common Pleas
Union County, Ohio

And now comes plaintiff and moves the Court to appoint John W. Broadrick Guardian ad litem for Anna Greenbaum, a minor over fourteen years of age.

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I accept said appointment.

John W. Brodrick.

On the 26th day of November A. D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer 7376	The Plain City Home Savings Company vs Andrew Greenbaum et al	Court of Common Pleas Union County, Ohio.
----------------	--	--

And now comes John W. Brodrick, as Guardian ad litem for the infant defendant herein, Anna Greenbaum, and for his answer herein says that he is not informed as to the facts set forth in the plaintiffs said petition herein, and he therefore denies each and every allegation in said petition contained, and demands proof of the facts therein set forth, and asks the Court to fully protect the interests of said infant defendant herein, and for all proper relief in the premises.

John W. Brodrick
Guardian ad litem.

On the 26th day of November A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7376	The Plain City Home Savings Company vs A. J. Greenbaum et al Emily Greenbaum	Court of Common Pleas Union County, Ohio.
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This cause coming on for hearing on the petition and answer of John W. Brodrick, Guardian ad litem of Anna Greenbaum, a minor over the age of fourteen years, and the evidence, all other parties being in default for demurrer or answer, the Court find that all the parties have been properly served with summons in this case, and that the allegations of the petition are therefore confessed by them to be true.

The Court further find that the defendant has failed to pay the plaintiff the weekly installments of dues, interest and premium as in the petition set forth and that there is due to the said plaintiff as dues and fines to the 22nd day of May, 1897, the sum of \$276.94, and the balance due on principal and fines at the date of filing the petition \$276.94, to which must be added premium and interest at the rate of \$0.⁶⁵/₁₀₀ per week from May 22, 1897, making at the date of this decree the sum total due of \$294.74, to which must be added premium and interest at the rate of 65 cents per week from the date of this decree, November 27, 1897.

The Court further find that in order to secure the regular payments of said dues and other installments thereafter to become due, the said Emily Greenbaum and A. J. Greenbaum executed and delivered to this plaintiff

their certain mortgage in the petition described; that the first of said mortgages was on the 23rd day of August, 1890, at 5:20 O'clock P. M. and the other of said mortgage was on the 11th day of April, 1891, respectively delivered to the Recorder of Union County, Ohio, and were recorded, the first, in Book 30, page 149; the other in book 30, page 463, of the mortgage records of said Union County, Ohio.

And the same is a good and valid first lien on the premises described in the petition.

It is therefore considered by the Court that unless the said defendant shall within ten days from the entry hereof pay or cause to be paid to the said plaintiff the said sum of \$294.24, or found due, and to the Clerk of this Court the costs herein taxed at \$, the defendant's equity of redemption be foreclosed and said premises sold, and an order thereof issue to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises upon the premises in Plain City, as upon execution and return his proceedings to this Court for further order.

Order of Sale

On the 6th day of December A. D. 1897, 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 26th day of November, 1897, The Plain City Home and Savings Company, obtained a judgment and Decree against Andrew J. Greenbaum and Emily Greenbaum et al for the sum of \$294.24, to which must be added premium, and at the rate of 65 cents per week from the date of this decree, November 27, 1897, and Fifty Six and 47/100 Dollars costs of suit.

And whereas, it was then and there, by the Court ordered, adjudged and decreed, that the said Andrew J. Greenbaum et al, within ten days from the 26th day of November A. D. 1897, pay unto the said The Plain City Home and Savings Company, the said sum of Two Hundred and Ninety Four (\$294.24) and 74/100 Dollars and said premiums and weekly payments, 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 ten days aforesaid have fully expired, and the said sum of Two Hundred and Ninety Four and 74/100 Dollars, and premium and weekly payments and costs aforesaid, have not been paid, or any part thereof as appears to us of record.

We therefore command you, that you proceed, with out delay, to appraise, advertise and sell according to the

Sheriff's Return

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statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Jerome Township, Union County, Ohio, to-wit:

Beginning at a stake on the west bank of Big Darby Creek, S. E. corner of M. A. Evans lot south eighty three degrees west three hundred and thirty four feet to a stone in the center of North Avenue; thence with the center of said Avenue South 0.7 E. sixty feet to a stone in the center of North Avenue; thence north eighty three degrees East three hundred and thirty feet to a stake on the west bank of Big Darby Creek; thence up said creek sixty feet to the beginning, containing Seventy Five square rods more or less, and being a part of survey No. 5128, and being the same premises conveyed by warranty deed under date of April 1st 1889 by Mollie C. Sells and husband to Emily R. Brownham, and recorded in book 62, page 193, deed record of Union County, Ohio.

The above described tract of land is now known, numbered and designated as Out-Lot No. 5, Plain City, 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 upon to sell 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 6th day of Dec. A. D. 1897.
 J. N. Gosnell Clerk
 (seal)

Afterward on the 12th day of January A. D. 1898, 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 Fee	\$	25
Service		25
Levy		25
Sum. Appraisers	1	20
Swearing "		25
Writing Appraisal		25
Copy of "		25
Notice to Prisoner		25
Writing Notice		25
Mileage	3	52
Poundage	10	35
Return		25
		17 07
Appraisers' Fee	3	00

The State of Ohio, Union County, ss.
 Received this writ the 7th day of December, A. D. 1897, and on the 7th day of December A. D. 1897, I called an inquest of J. T. Evans, C. A. Farris and John Riley, three disinterested freeholders and residents of the County and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof, (to-wit: \$700⁰⁰) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said Real Estate to be given for more than Thirty Days, (to-wit: five consecutive weeks)

before the day of sale by advertisement in the Marysville Tribune, a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 11th day of January A. D. 1898, on the premises, in Union County, 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 premises described Real Estate at public auction; and then and there struck off and sold the same to Cyrus and Emma Gardner, for the sum of Six Hundred & Ninety Dollars (\$690.00) they being the highest bidder, therefore, and the sum bid being more than two-thirds of the appraised value.

J. E. Robinson Sheriff.

On the 10th day of January A. D. 1898, the following Notice was filed with the Clerk of this Court, to-wit:

The Plain City Brick
Savings Company

Court of Common Pleas
Union County, Ohio.

On Order of Sale.

Sheriff's Sale
7376

Andrew Grossbauer vs

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale on the premises in Plain City, Ohio, on Tuesday, January 11, 1898, at or about the hour of 1 O'clock P. M. on said day, the following described real estate to-wit:

Situate in the Township of Jerome County of Union and State of Ohio, and bounded and described as follows;

Beginning at a stake on the west bank of Big Darby Creek south east corner of M. H. Conner's lot south Eighty three degrees west three hundred and thirty four feet to a stone in the center of North Avenue; thence with the center of said Avenue South Seven degrees East Sixty feet to a stone in the center of North Avenue; thence North Eighty three degrees East three hundred and thirty feet to a stake on the west bank of Big Darby Creek; thence up said Creek Sixty feet to the beginning, containing Seventy three square rods more or less, and being part of Survey No. 5128 and being the same premises conveyed by warranty and under date of April 1, 1887, by Mollie E. Sells and husband to Emily A. Gruntam, and recorded in Book 62, page 193, deed record of Union County, Ohio.

The above described tract of land is now known, numbered and designated as lot No. 5, Plain City, Union County, Ohio.

Appraised at \$700.00.

Terms of Sale Cash.

J. Ed Robinson
Sheriff, Union County, Ohio.

December 8, 1897.

Entry
7376

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The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annual 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 Dec. 5, 1897.

W. C. Shearer.

Sworn to and subscribed before me, this 19th day of January, 1898.

(seal)

J. N. Gorman Clerk

Printer's Fees, \$16.00.

On the 17th day of January A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7376

The Plain City Home & Savings Company
vs
A. J. Greenbaum and
Emily Greenbaum ad.

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 proceedings of the said Sheriff being satisfied that the same has 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, Cyrus Gardner and Emma Gardner, 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 said on to be entered on the record thereof in the office of the Recorder of Union County, Ohio.

And the Court owing now to distribute the proceeds of said sale amounting to \$690.00, it is ordered that the Sheriff out of the money in his hands pay:-

First. To the Treasurer of the County the taxes, penalty and interest against said property, to-wit, the sum of \$59.29.

Second. The costs of this action taxed at \$99.71.

Third. To the plaintiff the Plain City Home and Savings Company, the amount heretofore found due it, with interest, to-wit: the sum of \$298.79.

Fourth. To A. J. Greenbaum, the husband of Emily Greenbaum lately deceased, of the age of 50 years \$146.21, being the

value of his dower and other interest in said property, and the residue amounting to \$90,50 one-half to Minnie Huntley, and the other one-half to Anna Greenbaum, the two halves amounting to \$45,25 each, they being the only heirs at law of the said Emily Greenbaum, deceased.

Attest

J. M. Hosnell Clerk.

By Geo. A. Hosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January, to-wit: on the 3rd day of January, in the year of our Lord One thousand eight hundred and ninety eight.

Be it remembered that hereofore to-wit: on the 7th day of September A. D. 1896, the following Petition was filed with the Clerk of this Court, to-wit:

Petition
7195

The Union Banking Co.

Isaac J. Sparks,
Louisa L. Sparks and
Charles Phellis

Court of Common Pleas,
Union County, Ohio,

The plaintiff says that it is a corporation duly incorporated under the laws of Ohio, and doing a general Banking business, with headquarters at Marysville, Union County, Ohio.

This its claim is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon;

\$194⁰⁰.

Marysville, O. March 26th 1894.

Four 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 Marysville, Ohio, One Hundred and Ninety Four Dollars, with interest at eight 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 interest at the rate therein provided, and assent 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 26th day

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of March, A. D. 1894.

Isaac J. Sparks (seal)
Louisa L. Sparks (seal)
Charles Phellis (seal)

There is due the Plaintiff from the Defendants on said note the sum of Two Hundred Thirty Two Dollars, which it claims with interest from the 7th day of September A. D. 1896, at eight per cent. per annum, and for which with costs of suit, it asks judgment against the Defendants.

J. H. Kinkade
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

J. H. Kinkade, being sworn says that the plaintiff is a corporation, that he is the attorney for plaintiff, and this suit is for money only, founded upon a note in his possession, 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 7th day of September, A. D. 1896.

J. N. Gosnell, Clerk of Courts
J. A. Gosnell Deputy.

(seal)

On the 7th day of September A. D. 1896, the following answer was filed with the clerk of this Court, to-wit:

The Union Banking
Company
Isaac J. Sparks,
Louisa L. Sparks
Charles Phellis

Court of Common Pleas
Union County, Ohio.

The Defendants Isaac J. Sparks, Louisa L. Sparks and Charles Phellis by J. E. Griffith Attorney, and an Attorney at Law of record in this Court, duly authorized therefore 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. E. Griffith 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 Two Hundred and Thirty Two Dollars, bearing interest at eight per cent. per annum, and therefore, for that sum, with interest from September 7th 1896, at eight per cent. per annum and

Answer
7195

accruing costs they reserve judgment in favor of the plain-
tiff, and waive and release all errors in this proceed-
ings and said judgment, and all proceedings, petitions,
and writs of error therein.

J. E. Griffith
Attorney for Defendants

On the 7th day of September A. D. 1896, the following Entry
was filed with the Clerk of this Court, to-wit:

Entry
7195

The Union Banking Co.
vs
Isaac J. Sparks
Luisa L. Sparks and
Charles Phellis

Court of Common Pleas
Union County, Ohio.

This day came the Plaintiff by J. H. Kade
Attorney, and filed its petition against said defendant, and
thereupon J. E. Griffith an Attorney at Law of this Court, by
virtue of a Warrant of Attorney for that purpose, duly executed
by said defendant now produced in open Court, proven
shown to the Court, and filed with the Clerk thereof, appeared
in open Court in behalf of the said defendant, waived
the issuing and service of process, entered the appearance of
said defendant herein, and acknowledging that said Defen-
dant, did owe and are 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 defen-
dant, to said Plaintiff, on said indebtedness, the sum of
Two Hundred and thirty Two Dollars, bearing interest at 8
per cent per annum, and that said Plaintiff ought to
recover of said Defendant a judgment for that sum.

It is therefore considered by the Court here that the
said The Union Banking Company Plaintiff do recover of the
said Isaac J. Sparks, Luisa L. Sparks and Charles Phellis,
defendants the sum of Two Hundred and thirty Two Dollars,
or compound, as aforesaid, with interest from September 8, 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 proceeding, and
all proceedings, petitions and writs of error therein, are by said
Defendants waived and released.

On the 4th day of January A. D. 1897, the following Entry was
filed with the Clerk of this Court, to-wit:

Entry
7195

The Union Banking Co.
vs
Luisa L. Sparks et al

Court of Common Pleas
Union County, Ohio.

This day on motion the heirs of Michael
J. Bookle are granted leave to be made parties defendants to
this action and are requested to file their answer and Cross-
petition by the 16th day of January, 1897.

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Entry
7195

On the 25th day of February A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

The Union Banking Company	Court of Common Pleas Union County, Ohio.
vs	
Louisa L. Sparks et al	

On motion of Defendant, and for good cause shown, it is ordered that this case and the case of Dear Scott & Co. against Louisa L. Sparks et al, numbered 7071, in this Court, be, and they are hereby consolidated; and that all further proceedings in said consolidated action be had in, and under number 7071, this action as aforesaid.

Entry
7190

On the 13th day of May A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

The Union Banking Company	Court of Common Pleas Union County, Ohio.
vs	
Isaac J. Sparks et al	

On motion, and notice having been given to the defendant herein, the plaintiff herein now by leave of Court files a Supplemental petition in this case.

Execution

On the 8th day of Sept. A. D. 1896, the following Execution was issued by the Clerk of this Court, to-wit:

The State of Ohio Union County, ss.
To the Sheriff of said County, - Greeting:

You are hereby commanded, that of the goods and chattels in your County of Isaac J. Sparks, Louisa L. Sparks and Charles Phillips, you cause to be made the sum of Two Hundred and thirty Two Dollars and Four and ⁹/₁₀₀ Dollars, costs of suit, which by the judgment of the Court of Common Pleas, within and for the said County, at the September term thereof, A. D. 1896, The Union Banking Company recovered against the said Isaac J. Sparks et al, with interest thereon at 8 per cent. per annum from the 8th day of September, A. D. 1896, until paid, and also the cost of increase on said judgment and the accruing costs herein; and for want of goods and chattels that you cause the lands and tenements in your County, of the said Isaac J. Sparks et al to be sold for cash and have that money before the said Court of Common Pleas, within sixty days from the date hereof, to render unto the said the Union Banking Company.

And have you then and there this writ, with your doings under the same duly endorsed thereon.

Witness my hand and the seal of said Court, at Marysville this 8th day of September 1896.

(seal)

J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy

On the 7th day of November A. D. 1896, the Sheriff of said County, returned said writ to the clerk's office in said County, which return is as follows:

Sheriff's Return

	\$	cts
Sheriff's Fee		25
Service		25
Legal		25
Sum. Appraisers	1	20
Service		25
Appraisers' Fee	3	00
Conveying Appraisers	1	00
Writing Appraisal		25
Copy of "		25
Notice to Quitter		25
Mileage	1	25
Return		25
Total	8	23

The State of Ohio, Union County, ss.

Received this writ on the 8th day of September, 1896, at 9 o'clock A. M. and thereupon as commanded, I did on the 8th day of September A. D. 1896, levy this writ on the following real estate of the said Louisa L. Sparks et al situate in the County of Union and State of Ohio, to-wit: bounded and described as follows and known as part of Survey No. 15309:

Beginning at a stone where the south-
 ern line of the A. & N. Railway lands crosses
 the line formerly between J. H. Young and
 Isaac Blatter, South 35³/₄° East (connecting the
 course) 68 poles to a stone and brick; thence South 38° West
 parallel with the said road lands 15 poles to a stone and
 brick; thence North 35³/₄° West 68 poles to a stone and stake
 in the line of the R.R. lands; thence with said line North
 38° East 15 poles to the beginning, containing six acres more
 or less.

Also another tract in Survey No. 15039 and Survey
 No. 12305, and beginning at the same corner, thence South 35³/₄°
 East 173¹/₂ poles (connecting the course) to a stone in the place
 of two bricks; thence North 54³/₄° East 39⁷/₁₀₀ poles to a stake
 and stone; thence North 35³/₄° West 184 poles to a stone in
 the line of the A. & N. Railroad lands; thence with said line
 South 38° West 41 poles to the place of beginning containing
 44 acres of land.

Also another tract situated in the County of
 Union, in the State of Ohio, and in the Village of Maryo-
 ville, and bounded and described as follows:

Being In-Lot Number Four Hundred and Five
 (405) Old Number 388, for a more definite description thereof
 reference is hereby made to the recorded plat of Southwick's
 Addition to said Village, in the Recorder's office of Union
 County, Ohio. Being the same premises conveyed by John
 D. Sellers and wife to Charles F. and Katherine Sellers by
 deed dated May 20th 1891 and recorded in Vol. 67 page 121
 Record of deed, Union County, Ohio. November 7th 1896.

This writ returned for want of time and vendi-
 asked for to sell property above described.

Wm. J. Swygors, Sheriff
 Union County, Ohio.

And thereupon I summoned Ray H. Morse, M. Hopkins
 and J. B. Hallaway, three disinterested freeholders of said County,
 and administered to them an oath, impartially to appraise
 said land or levy upon, upon actual view thereof, and
 afterward, on the 20th day of October A. D. 1896, the said apprais-

Sheriff's Sale
 7195

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we returned to me in writing their valuation of said land, a copy of which I forthwith deposited with the Clerk of the Court of Common Pleas, and thereupon on the 21st day of October A. D. 1896, I caused a notice to be published in the Mansfield Tribune, a newspaper, printed and of general circulation in said County of Union, that I would offer said land for sale, at the door of the Court House, in Mansfield, in the said County of Union, on the 21st day of November A. D. 1896, at one o'clock P. M. of said day.

This writ returned for want of time and vendi-asked for to sell property above described.

Wm. S. Swadgrass Sheriff.

On the 9th day of January A. D. 1897, the following Notice was filed with the Clerk of this Court, to-wit:

The Union Banking Co. and Gaar Scott & Co.

Court of Common Pleas Union County, Ohio.

On Execution.

Sherriff's Sale 7195

Isaac J. Sparks et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House, in Mansfield, Ohio, on Saturday, November 21, 1896, at or about the hour of one o'clock P. M. on said day, the following described real estate to-wit:

Situated in the Township of Allen, County of Union and State of Ohio, and bounded and described as follows; and known as part of Survey No. 15309:

Beginning at a stone where the southern line of the A. & G. N. Railway lands cross the line formerly between J. H. Youngs and Isaac Matney, South 35³/₄^o East connecting the corner, 60 poles to a stone and bricks; thence South 38^o West parallel with the same road lands 15 poles to a stone and bricks; thence North 35³/₄^o West 68 poles to a stone and stake in the line of the R. R. lands; thence with said line North 38^o East 15 poles to the beginning, containing Six (6) acres more or less.

Also another tract in Survey No. 15309 and Survey No. 12308, and beginning at the same corner; thence South 35³/₄^o East 173¹/₂ poles (connecting the corner) to a stone in the place of two bricks; thence North 54³/₄^o East 39⁷/₁₀ poles to a stake and stone; thence North 35³/₄^o West 184 poles to a stone in the line of the A. & G. N. Railroad lands; thence with this line South 38^o West 41 poles to the place of beginning, containing 44 acres of land, containing in all 50 acres more or less.

Appraised at \$24 per acre.

Terms of Sale Cash.

October 21, 1896.

Wm. S. Swadgrass, Sheriff
Union County, Ohio.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Maysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Oct. 21, 1896.

W. O. Shearer.

Sworn to and subscribed before me, this 4th day of January, 1897.

(Seal)

J. R. Grinnell Clerk

Printers' Fees, \$ 16.00.

On the 7th day of November A. D. 1896, the following Vendi Exponas was issued by the clerk of this Court, to-wit:

Vendi Exponas.

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

Whereas, by our writ of Execution Fieri Facias, we lately commanded you that of the goods and chattels, or for the want thereof, then of the lands and tenements of Isaac J. Sparks, Louisa L. Sparks and Charles Phellis, in your bail which you cause to be made the sum of Two Hundred and thirty Two Dollars, which the Union Banking Company lately in our Union County Court of Common Pleas, began and held at the Court House in Maysville, in said Union County, on the 8th day of September, 1896, recovered against Isaac J. Sparks, Louisa L. Sparks and Charles Phellis as well as for \$1372 costs of suit.

And you, at that day, returned to our said Court, that by virtue of said writ you had levied on the following real estate of the said Louisa L. Sparks et al: Situate in the County of Union and State of Ohio, to-wit: Bounded and described as follows, and known as part of Survey No. 15039.

Beginning at a stone where the southerly line of the A. & G. N. Railway lands cross the line formerly between J. H. Youngs and Isaac Mattot, South 35 3/4° East (connecting the course) 86 poles to a stone and brick; thence South 38° West parallel with the said road lands 15 poles to a stone and brick; thence North 35 3/4° West 68 poles to a stone and stake in the line of the R.R. lands; thence with said line North 38° East 15 poles to the beginning, containing Six acres more or less.

Also another tract in Survey No. 15039 and Survey No. 12308 and beginning at the same corner; thence South 35 3/4° East 17 3/2 poles (connecting the course) to a stone in the place of two bricks; thence North 54 3/4° East 39 5/100 poles to a stake and stone; thence North 35 3/4° West 184 poles to a stone in the line of the A. & G. N. Railroad lands; thence with their line South 38° West 41 poles to the place of beginning, containing 44 acres of land.

Also another tract situated in the County of Union

Sherriff's Return

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in the State of Ohio, and in the Village of Marysville, and bounded and described as follows:

Being In-Lie Numbered Four Hundred and Five (405) old Number 388, for a more definite description thereof reference is hereby made to the recorded plat of Southwick's Addition to said Village, in the Recorder's office of Union County, Ohio, being same premises conveyed by John D. Sellers and wife to Charles F. and Katherine Sellers, by deed dated May 20th 1891, and recorded in Vol. 67, page 121, Record of Deeds Union County, Ohio, which remains in your hands unsold.

Therefore, We command you, that you expose to sale said property, so by you in form aforesaid taken in execution, and have the money arising from such sale before our Court of Common Pleas, at Marysville, within sixty days from the date hereof, to render to the said Union Banking Company and to Bear Scott and Company.

And if said property remaining in your hands not sold shall, in your opinion, be insufficient to satisfy said judgment then levy this writ on goods and chattels of said Louisa L. Sparks et al and for want thereof, then levy on other lands and tenements of said Louisa L. Sparks et al, sufficient, with said property unsold, to satisfy said judgment as aforesaid, and have you there and there this writ.

Witness my hand and the seal of our said Court of Common Pleas, at Marysville, this 7th day of November A.D. 1896.
J. R. Gosnell Clerk

(seal)

On the 21st day of November A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows, to-wit:

Sherriff's Return

Sherriff's Fees	\$	46
Service		25
Levy		25
Sum. Appraisers	1	25
Swearing "		25
Comm. "	1	50
Writing Appraisal		25
Copy of "		25
Notice to Creditors		25
Affidavit to "		
Mileage	2	08
Postage	12	05
Return		
Total	18	80
Appraisers Fee	3	00

The State of Ohio, Union County, ss.

In obedience to the command of the Veni. writs annexed, I did on the 20th day of October, 1896, summon Roy A. Morse, M. Hopkins and J. B. Walleray, three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and after ward, on the 20th day of October A.D. 1896, 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 Twelve Hundred Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 21st day of October, 1896, I caused to be advertised in "The Marysville Tribune" (a newspaper printed and published and of general circulation in Union County) said lands

and tenements to be sold at public sale at the door of the Court House of said County, on the 21st day of November A.D. 1896, at one o'clock P. M. of said day.

And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks, and in pursuance of said notice, I did, on said 21st day of November A. D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House, and there and there came Joshua Norvel who bid for the same the sum of Eight Hundred and five (\$805.00) Dollars, and said sum being over two-thirds of the appraised value thereof, and said Joshua Norvel being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the sum of Eight Hundred and five (\$805.00) Dollars.

Wm. S. Snygrass, Sheriff.

Supplemental
Petition
7195

On the 22nd day of May A. D. 1897, the following Supplemental Petition was filed with the Clerk of this Court, to-wit:

The Union Banking Co.

Court of Common Pleas

Union County, Ohio.

Isaac J. Sparks et al

And now comes the said plaintiff, and states to the Court, that since the rendition of the judgment herein, at the September Term 1896, of this Court, it caused an execution to issue on said judgment to the Sheriff of this County, who on the 8th day of September, 1896, by virtue of which said writ, and for want of personal property, levied the same upon the following lands and tenements of the defendant Louisa L. Sparks, to-wit:

Situate in the County of Union, in the Township of Allen, and the State of Ohio, known as part of Survey No. 15309.

Beginning at a stone where the southerly line of the A. & N. W. Railway lands cross the line formerly between J. H. Young and Isaac Mattos, thence thirty five and three-fourths degrees East Sixty Eight poles to a stone and brick; thence South Thirty Eight degrees West parallel with the said road lands 15 poles to a stone and brick; thence thirty five and three fourths degrees West Sixty Eight poles to a stone and stake in the R. R. lands; thence with said line north thirty Eight degrees East Fifteen poles to the beginning, containing six acres, more or less.

Also another tract of land, in Survey No. 15309, and in Survey No. 12308, and beginning at the same corner; thence South thirty five and three fourths degrees East One Hundred and Seventy three and one-half poles (correcting the course) to a stone in the place two bricks; thence North Fifty-four and three-fourths degrees East Thirty Nine and fifty-hundredths

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poles to a stake and stone: thence north thirty five and three fourths degrees west one hundred and eighty four poles to a stone in the of the A. & M. N. R. R. lands: thence north thirty eight degrees west forty one poles to the place of beginning, containing forty four acres of land. (44 acres).

And the Sheriff proceeded to appraise, advertise and sell the same, and did on the 21st day of November, 1896, duly sell the said premises to one Joshua Norris for the sum of \$8000⁰⁰

At the time of said levy and at the date of said sale the said Louisa L. Sparks was the owner of a homestead in the Village of Maysville in said County, on which she lived with her family, and so lived for some years prior to said levy and sale, and continued to reside on her said homestead up to about the 19th day of April A. D. 1897.

And although she had encumbered her said homestead by mortgage, no proceedings were commenced or pending to foreclose said mortgage at the date of the levy and sale of the said fifty acre tract, so that at the date of said levy and sale she was the owner of a homestead, and was not entitled to any exemptions under the homestead or exemption laws of this state in lieu of a homestead.

Neither did said Louisa L. Sparks by herself, her agent or attorney make a petition or demand at any time before the sale of said 50 acres, to hold exempt the sum of \$5000⁰⁰, or any other sum in lieu of homestead.

That the said 50 acre tract was purchased by the said Louisa L. Sparks at judicial sale on the 21st day of December, 1889, in the case of "The Connecticut Mutual Life Insurance Company" against Abram Wolford, et al. then pending in this Court, in which proceedings the Sheriff of this County sold the land to her; made his return to the Court accordingly, which sale was duly confirmed to her, and the Sheriff ordered to make to her, and to her alone a deed in fee simple of said 50 acres.

And the Sheriff did on the 7th day of January A. D. 1890, make to her such deed, reciting in said deed as the statute requires, "the names of the parties to the judgment, the date and amount of the judgment, the substance of the execution on which the property was sold, the substance of the officers return thereon, and the order of confirmation, but the said Sheriff, without warrant or authority of law and against the order of the Court, put into said deed in the granting and habendum clauses thereof, these recitals, to-wit:

"Know ye, that I, Thomas Martin, Sheriff of Union County aforesaid, by virtue of said judgment, order of sale, sale and confirmation, and by virtue of the statute for such cases made and provided, and for and in consideration of the premises herein, and the sum of \$1067⁰⁰, which I acknowledge to have received from Louisa L. Sparks, do hereby grant, sell

and convey unto her the said Louisa L. Sparks, and to the heirs of Michael J. Brake and assigns forever, the following described real estate, &c. (which said description has been heretofore herein described,) "together with all the privileges and appurtenances therunto belonging, and all the rights, title and interest of the said Abram Wolford, and of all the other parties to said suit, of, in, and to the same.

To have and to hold, the premises aforesaid unto the said Louisa L. Sparks, and to the heirs of Michael J. Brake and assigns forever, as fully and completely as I, the said Thomas Martin, Sheriff of Union County, Ohio, by virtue of said judgment, order of sale and confirmation, and the statute made and provided for such cases, might or should sell and convey the same.

In witness whereof, I have hereunto set my hand this 7th day of January A. D. 1890.

Thomas Martin, Sheriff &c.

But the plaintiff avers and insists, that the legal effect of said deed so made by said Sheriff to Louisa L. Sparks, was in law and equity a deed vesting in said Louisa L. Sparks alone, a fee-simple title and estate in and to said 50 acres, and that the heirs of Michael J. Brake, took thereby no interest, title or estate in said land beyond what they would have taken if the same had been executed to the said Louisa L. Sparks, her heirs and assigns forever.

The said heirs of Michael J. Brake, were the children of the said Louisa L. Sparks, by Michael J. Brake, a former husband of the said Louisa, but who is now deceased - namely - Almon Brake, Clinton V. Brake, William M. Brake, Amy B. Brake Moore and Holly C. Brake; these persons are all parties defendants herein.

The confirmation of the sale made in this case is resisted because the said Brake heirs claim an interest, estate and ownership in said 50 acre tract, under the deed of the Sheriff at said judicial sale, and the further claim, that if the said Louisa L. Sparks is the sole owner of the same in fee-simple under said Sheriff's deed, then, that she is now entitled to \$500, out of the purchase money of 50 acre tract, in lieu of a homestead under the homestead exemption laws.

The plaintiff files this his Supplemental Petition, setting up these facts, that they may be adjusted and settled in this action, so that the purchaser may obtain his title free from any cloud upon the same by reason of said claims.

And the plaintiff prays that the Court may hear, decide and settle these questions, and that the said sale may be confirmed accordingly.

R. McLeskey
Attorney for Bank.

Answer to
Supplemental
Petition

7195

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State of Ohio, Union County, ss.
 Charles S. David, being duly sworn says that he is the Cashier of the said Union Banking Co. plaintiff, and that the statements contained in the foregoing petition are true in substance and in fact as he verily believes.

Sworn to by Charles S. David, before me, and by him subscribed in my presence, this day of May A. D. 1897.
 (seal)
 N. H. Merchant
 Notary Public

Answer to Supplemental Petition
 7195

On the 18th day of October A. D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:
 The Union Banking Company
 Isaac J. Sparks et al
 Court of Common Pleas
 Union County, Ohio.

Now comes the defendant, Louisa L. Sparks, and for answer to Supplemental Petition of Plaintiffs, says that she admits that at the time of the levy and sale of said Fifty acre tract, mentioned in the petition, the said Louisa L. Sparks was the owner of a homestead and that the same was encumbered by mortgage, and further, that after the said sale of said Fifty acre tract, and before confirmation thereof, the owners and holders of said mortgage on said homestead, foreclosed the same and caused the same to be sold upon said mortgage and said homestead was, on or about the 19th day of April, 1897, without the consent of, and against the petition of the said Louisa L. Sparks, sold away from her at judicial sale, since which time she has not been the owner of any real estate or personal property, excepting the fifty acres mentioned in the Supplemental Petition.

And she further avers that the whole of said homestead was consumed in paying the debts and liens thereon, and that no balance remained for her after said mortgages were paid.

This answering defendant further says that after her homestead was sold from her as aforesaid and before said sale of said fifty acre tract had been made and before any distribution of the proceeds of said sale had been made, she filed her demand with the Sheriff of Union County, Ohio, for an allowance of \$500.00 in lieu of the homestead, from the proceeds of said 50 acre tract and ordered the same.

2^d defense She further says that the money with which she purchased the said fifty acre tract in the Supplemental petition described was personal money, which came from her former husband, Michael J. Brake, a portion of which money

belonged to the children of said Brake by her, the said Louisa L. Sparks, formerly Louisa L. Brake.

That said children at the time of the purchase of said land were all minors, and that, in order to protect them in their interest in said money, she directed the then Sheriff of Union County to convey said premises to her for life, with the remainder to the children of said Michael J. Brake, which the said Sheriff then did.

She further avers that all the money invested in said land was money that came from her former husband, a portion of which money belonged to said children, and that the fee simple of the land described in the supplemental petition then vested and is still vested in the children of said Brake, and that all the interest she then took or now has was a life estate in said premises.

She therefore prays the Court that the title to said land be decreed to be in her for life, with the fee simple to the said children of said Brake, and that the sale be set aside and that if the decree is given for the sale of said premises, that only her life estate therein be sold; that she be allowed \$500 in lieu of a homestead and that the children of the said Brake be decreed to have the fee simple in said land described in said supplemental petition, and for such other and further relief as she may be entitled to in equity.

D. Agins Son and
Hamilton Bros.
Attorneys for Defendants.

The State of Ohio, Union County, ss:

The defendant, Louisa L. Sparks, being duly sworn, says that the facts stated and the allegations made in her foregoing answer are true as she verily believes,

Mrs Louisa L. Sparks.

Sworn to before me and in my presence subscribed this 18th day of October, 1897.

(seal)

J. M. Kennedy
Notary Public

On the 14th day of January A. D. 1898, the following Reply was filed with the Clerk of this Court, to-wit:

The Union Banking
Company,

Case of Common Pleas,
Union County, Ohio.

Reply
7195

Isaac J. Sparks et al

This plaintiff for reply to the answer of Louisa L. Sparks filed herein, on the 15th day of October A. D. 1897, to the supplemental petition of the plaintiff, says:

That, that portion of her first cause of action, in her said answer, and on the second page of the same,

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Motion

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Entry

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and which is in the words and figures following, to-wit:
 "This answering defendant further says, that after
 "her homestead was sold from her as aforesaid, and before
 "said sale of said fifty acre tract had been made, and before
 "any distribution of the proceeds of said sale had been made,
 "she filed her demand with the Sheriff of Union County, Ohio,
 "for an allowance of \$500. in lieu of the homestead from
 "the proceeds of sale of said 50 acre tract, and there and
 "thence select the same;" are denied by plaintiff.

Second defense;

Plaintiff replying to defendant's answer in her
 second defense, says;

That said Louisa S. Sparks, as the widow of
 said Michael J. Brake, deceased - her former husband, did receive
 a pension as the widow, and only as his widow of the
 said Michael J. Brake; and she may have her said pension
 money in the purchase of the said 50 acre.

Plaintiff denies each and every other allegation of
 said second defense.

R. W. Perry
 Atty. for Def.

The State of Ohio, Union County, ss:

Sworn to by Charles S. Davis, and by him
 subscribed in my presence this 14th day of January A.D. 1898.

J. A. Russell
 Deputy Clerk of Courts.

(seal)

On the 14th day of January A.D. 1898, the following motion was
 filed with the Clerk of this Court, to-wit:

Motion
 7195

The Union Banking
 Company,
 vs
 Isaac J. Sparks et al

Court of Common Pleas,
 Union County, Ohio.

The plaintiff moves the Court:

- 1st. --- To confirm the sale in this case.
- 2nd. --- To find and order a distribution of the proceeds of this
 sale to be made as follows, to-wit:
 1st. --- To the payment of costs in this case, and taxes due
 upon the land.
- 2nd. --- To the payment of the judgment of said plaintiff, "The
 Union Banking Company, and said Gaor Scott & Co.
- 3rd. --- To the defendant, the said Louisa S. Sparks.

On the 19th day of January A. D. 1898. the following entry was
 filed with the Clerk of this Court, to-wit:

Entry
 7271

Gaor Scott & Co.
 vs
 Isaac J. Sparks et al
 Louisa S. Sparks et al

Court of Common Pleas
 Union County, Ohio.

and

The Union Banking Co.

7195

Isaac J. Sparks et al

Entry of Confirmation.

This day the cause came on to be heard upon the supplemental petition of the Union Banking Company, against Isaac J. Sparks, Louisa L. Sparks et al, defendants, and Gaar Scott and Company, against Isaac J. Sparks, Louisa L. Sparks et al defendants.

These two cases having heretofore been consolidated under the title of "Gaar Scott and Company v Isaac J. Sparks et al, and was heard upon the pleadings and the evidence.

And the Court being fully advised in the premises, find the equity and the law of the case to be with the plaintiff.

And the Court find first;

That the sale heretofore made by the Sheriff, on the writs of execution issued herein, and his return of the same, with his report of his proceedings and the sale of said lands and tenements, under said writs of execution.

And the Court having carefully examined said proceedings and being satisfied that said sale has in all respects been made in conformity to the provisions of the statute in such case made and provided, finds the same to be legal, and does therefore approve and confirm the same.

And the Court further finds, that at the date of said sale, the said Louisa L. Sparks was the sole owner of the premises so sold, in fee simple, and in her own right, and that the said heirs at law of the said Michael J. Brake, and mother of them, had any interest in said premises.

And it is further ordered, that the Sheriff make to the purchaser, Joshua Norris, a deed in fee simple for the lands and tenements so sold.

And the Court finding that said sale was made by the former Sheriff, William G. Smedgrass, whose term of office has now expired; it is ordered that the present Sheriff, J. C. Robinson, be authorized and required to execute and deliver such deed to the said purchaser, Joshua Norris, and a writ of possession is awarded to put said purchaser in possession of the said premises.

And the Court find that at the time of the levies, and at the time of the sale of the said premises, said Louisa L. Sparks was the owner of a homestead, and continued to be the owner of a homestead until the time mentioned in said supplemental petition; and therefore find, order and decree that the plaintiffs are entitled to the payments of their judgments in full, in preference to said

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homestead claim out of said proceeds of sale, to which she is entitled.

And the Court coming on now to distribution of the purchase money in the hands of the Sheriff, orders:

First: To the Treasurer of this County, the taxes and penalty due on said property or sold, to-wit: the sum of \$

Second: To the Clerk of this Court the costs of this action taxed at \$

Third: To the Union Banking Company, and To Gear Scott and Company, the amount of their judgment with the interest thereon, neither being preferred to the other, amounting to \$ and to \$ respectively.

Whereupon, the said Louisa L. Sparks, as to the disallowance of her claim of \$500. out of said proceeds of sale, until plaintiff's judgments are first paid, gave notice of her intention to appeal said question to the Circuit Court of this County, and the Court fix the amount of her appeal bond at the sum of \$100.00.

And the said heirs of Michael J. Brake as to the finding of the Court that the fee simple of said lands in said Louisa L. Sparks and that the said heirs of Michael J. Brake had no interest in said premises, gave notice of their intention to appeal and the Court fix the amount of their bond at \$100.00.

Attest

J. M. Hosnell Clerk

By Jno A. Hosnell Deputy.

X



Pleas continued and held at the Court House in Maysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit on the 19th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore to-wit, on the 30th day of March A. D. 1897, J. H. Wall and Almira L. Wall filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Susan A. Miller et al, to-wit:

Petition 7341	J. H. Wall et al Almira L. Wall vs Susan A. Miller G. W. Miller et al Leroy Hamman	Court of Common Pleas Union County Ohio.
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Now comes the said plaintiffs J. H. Wall and Almira L. Wall and for cause of action says:

That on or about the 25th day of February, 1895, the defendants Susan A. Miller and G. W. Miller duly executed and delivered to the plaintiff their one certain promissory note of that date for the sum of Five Hundred Dollars, with 6% interest from date and 8% per cent interest after due, a copy of which note is hereto attached marked "A" and made a part of this petition.

That there are no credits or endorsements on said note; that the said note is far past due and wholly unpaid.

Second cause of action:

Plaintiff says that on said 25th day of February, 1895, the said defendant Susan A. and G. W. Miller executed and delivered to these plaintiffs their certain promissory note of that date for the sum of One Thousand with interest at the rate of 8% per annum and 8% after maturity, a copy of which note is hereto attached, marked "B" and made a part of this petition.

That there are no credits or endorsements on said note, that the same is not due.

Third Cause of action.

Plaintiff says, that on the 25th day of February, 1895, the defendants Susan A. Miller and G. W. Miller executed and delivered to these plaintiffs their one promissory note of that date, due on or before April 1, 1895, for the sum of One Thousand Dollars, with 6% interest from date, a copy of which note is hereto attached, marked "C" and made a part of this petition.

That there are no credits or endorsements on said note, that the same is not due.

Fourth Cause of action:

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Plaintiffs say, that on or about the 25th day of February, 1895, the defendants Susan A. Miller and G. H. Miller duly executed and delivered to these plaintiffs their certain promissory note of that date for the sum of One Thousand Dollars with interest at six per cent per annum, due on or before April 1st, 1899, a copy of which note is hereto attached marked "D" and made a part of this petition.

That there are no credits or indorsements on said note.

Fifth Cause of Action

Plaintiffs say, that on the 25th day of February, A. D. 1895, the said defendants, Susan A. Miller and G. H. Miller duly executed and delivered to these plaintiffs their certain promissory note of that date, for the sum of One Thousand Dollars, with interest at the rate of six per cent. per annum; that said note is not due until the 1st day of April, 1900; a copy of which promissory note is hereto attached, marked "E," and made a part of this petition; that there are no credits or indorsements thereon.

Sixth Cause of Action:

Plaintiffs say; that on or about the 25th day of February, 1895, the defendants, Susan A. Miller and G. H. Miller duly executed and delivered to these plaintiffs their certain promissory note of that date for the sum of One Thousand Dollars, with interest at the rate of six per cent per annum, due on or before the 1st day of April, 1901; a copy of which note is hereto attached, marked "F," and made a part of this petition; that said note is not yet due; that there are no credits or indorsements thereon.

Seventh Cause of Action.

Plaintiffs say; that on or about the 25th day of February, 1895, the said defendants, Susan A. Miller and G. H. Miller duly executed and delivered to these plaintiffs their certain promissory note of that date for the sum of One Thousand Dollars, with interest at the rate of six per cent. per annum, due on or before April 1st 1902.

That there are no credits or indorsements on said note; that a copy of said promissory note is hereto attached, marked "G" and made a part of this petition.

Eighth Cause of Action:

Plaintiffs say; that on or about the 25th day of February, 1895, the said defendant Susan A. Miller and G. H. Miller, duly executed and delivered to these plaintiffs their certain promissory note of that date for the sum of One Thousand Seven Hundred and Eighty (\$1780⁰⁰) Dollars, with interest at the rate of six per cent. per annum, due on or before the 1st day of April, 1903, a copy of which note is hereto attached, marked "X," and made a part of this petition. That there are no credits or indorsements on said note.

Ninth Cause of Action

Plaintiffs say; on or about the said 25th day of February, 1895; the said defendants Susan A. Miller and K. H. Miller, in consideration of the covenants made in a certain deed which they accepted and to all its conditions they thereby assume and agreed to pay as part of the purchase price of the hereinafter described tract or parcel of land the sum of Six Thousand Dollars with the interest thereon due the North Western Mutual Life Insurance Company of Milwaukee Wisconsin.

Tenth Cause of Action.

Plaintiffs say, that to secure the payment of the hereinafter mentioned promissory note as aforesaid and the Six Thousand Dollars assumed in said deed as part of the purchase price of the hereinafter described tract of land, according to the tenor and effect thereof, the said Susan A. Miller, together with her husband duly executed, signed, acknowledged and delivered (the said K. H. Miller her husband joining in the granting and signing and issuing all rights including that of dower) to these plaintiffs, their certain deed of mortgage bearing date on the said 26th day of February, 1895, and thereby conveyed to the plaintiffs, in fee simple freed from all rights including that of the dower of the said K. H. Miller in and to the following lands, tenements and hereditaments, Situate in said County of Union, State of Ohio, part of Survey No. 5629 and 6493.

Beginning at a stone in the center of the Marysville and Kenton Gravel Road and in the center of Wheeler and Green Gravel Road; Thence with the center of said Wheeler and Green gravel road S. 81° 40' W. 256 and 67/100 poles to a stone; Thence N. 8° 30' West 140 64/100 poles to a stone; Thence S. 81° 20' W. 143 59/100 poles to a stone in the west line of said survey Nos. 5629 and 6493; Thence with said line N. 5° 45' W. 99 69/100 poles to a stone; Thence N. 18° 15' W. 107 79/100 poles to a stone and brick; Thence South 50° 45' East 173 57/100 poles to a stone and brick; Thence South 80° 30' East 153 poles to a stone and brick; Thence N. 81° 20' East 232 and 37/100 poles to a stone and brick in the center of the Marysville and Kenton gravel road; Thence with the center of said road South 16° East 143 37/100 poles to the place of beginning, containing 382 acres more or less.

Said deed was delivered to the Recorder in the Recorder's office of said County for record according to law on the 5th day of March, 1895, at 9 o'clock A. M. and was duly recorded in Book No. 35 Page 241 and 2.

That said deed of mortgage has a condition hereunder written, that in case the said Susan A. Miller and K. H. Miller should pay or cause to be paid each of said promissory notes when, and as they respectively become due, together with all interest with and including said

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Six Thousand Dollar Mortgage or assumed by said defen-
dant, together with interest on the same, due said North-
western Mutual Life Insurance Company, as aforesaid, as it
should become due, then said debt of Mortgage should be
void, otherwise to be and remain in full force.

That said Susan A. Miller and W. H. Miller has
wholly failed to pay said first promissory note of Five Hun-
dred Dollars, or the interest on the \$4000.00 Mortgage or assumed
by them, due said Insurance Company as aforesaid on any
part thereof, though the same are far past due.

Wherefore said debt of Mortgage has become ab-
solute, and subject to foreclosure.

The plaintiffs further say, that the said defendant
Leroy Harriman claim to have a deed or some other
lien or interest in said above described premises.

Wherefore the plaintiff asks for judgment against
said defendant, Susan A. Miller and W. H. Miller in the sum
of Eight Thousand Two Hundred and Eighty Dollars, with
interest at eight per cent. as set forth in said cause of
action, also for judgment against said defendant for
the sum of Six Thousand Dollars, with interest thereon from
September 1st 1896.

Also that the said Leroy Harriman be required
to set up the nature and amount of his said asserted
lien and claim in and upon said premises.

That said premises be sold as upon execution,
to satisfy plaintiffs mortgage indebtedness from the said
Susan A. Miller and W. H. Miller and the judgment by plain-
tiff or to be obtained, that the respective rights, liens and
claims of the plaintiffs and the said Leroy Harriman be
marshalled and determined by the Court, for costs and all
proper relief, and that a Receiver of the rents and profits of
said lands be appointed by the Court, during the pendency of
this action.

W. W. Merchant
Attorney for Plaintiffs.

State of Ohio, Union County ss.

W. W. Merchant being first duly sworn,
according to law, says that he is the duly authorized
attorney of the plaintiffs in the premises.

That said action is upon a contract in writing,
that said written contract is in his, this affiant's possession,
that the facts stated and allegations made are, as he believes
true.

W. W. Merchant.

Sworn to before me, and by the said W. W. Merchant
subscribed in my presence this 30th day of March, 1897.

(seal)

J. H. Gosnell Clerk of Courts
By Geo. A. Gosnell Deputy
Clerk of Courts.

To the Clerk:

Issue Summons to the Sheriff of Union County, Ohio, returnable according to law, in and on "Action to foreclose mortgage and to appoint Receiver."

H. H. Merchant
Attorney for Plaintiff

Exhibit "A."

\$500⁰⁰

Broadway Ohio, Feb. 25th 1896.

On or before April 1st 1896, after date for value received, we promise to pay to the order of J. H. Hall and Almira L. Hall Five Hundred Dollars, with interest at 6 per centum per annum 8 per cent after due, at Union Bank, Marysville, Ohio, and we hereby authorize any attorney at law to appear in any court of record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us, in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

Susan A. Miller (seal)
G. H. Miller (seal)

No. One.

Exhibit "B."

\$1000⁰⁰

Nevada O. Feb. 25th 1895.

On or before April 1st 1897, after date for value received we promise to pay to the order of J. H. Hall and Almira L. Hall One Thousand Dollars, with interest at the rate of 5 per centum per annum 8 per cent after due, at Union Bank, Marysville, Ohio, and we hereby authorize any attorney at law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors, and waive all right of appeal.

Susan A. Miller (seal)
G. H. Miller (seal)

No. Two.

Exhibit "C."

\$1000⁰⁰

Nevada O. Feb. 25th 1895.

On or before April 1st 1898, after date for value received, we promise to pay to the order of J. H. Hall and Almira L. Hall, One Thousand Dollars, with interest at the rate of 6 per centum per annum, at Union Bank, Marysville, Ohio, and we hereby authorize any attorney at law to appear in any court of record in the United States, after the above obligation becomes due, and waive the issuing and service of process, and confess a judgment against us in favor of the holder hereof, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

Susan A. Miller (seal)
G. H. Miller (seal)

No. Three.

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Exhibit "D"

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Nevada, O. February 25th 1895.

On or before April 1st 1899, after date for value received we promise to pay to the order of J. H. Wall and Almira L. Wall, One Thousand Dollars, with interest at the rate of 6 per centum per annum, at Union Bank, Marysville, Ohio, and we hereby authorize any Attorney at Law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all rights of appeal.

Susan A. Miller (seal)

G. W. Miller (seal)

No. Four.

Exhibit "E"

\$1000⁰⁰

Nevada Ohio, February 25th 1895.

On or before April 1st 1900, after date for value received, we promise to pay to the order of J. H. Wall and Almira L. Wall One Thousand Dollars with interest at the rate of 6 per centum at Union Bank, Marysville, Ohio, and we hereby authorize any Attorney at Law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of the holder hereof for the amount then appearing due, together with cost of suit, and thereupon to release all errors and waive all rights of appeal.

Susan A. Miller (seal)

G. W. Miller (seal)

No. Five.

Exhibit "F"

\$1000⁰⁰

Nevada Ohio, Feb. 25th 1895.

On or before April 1st 1901, after date for value received, we promise to pay to the order of J. H. Wall and Almira L. Wall, One Thousand Dollars, with interest at the rate of 6 per centum per annum at Union Bank, Marysville, Ohio, and we hereby authorize any Attorney at Law to appear in any Court of Record in the United States after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of the holder hereof, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all rights of appeal.

Susan A. Miller (seal)

G. W. Miller (seal)

No. Six.

Exhibit "G"

\$1000⁰⁰

Nevada O. Feb. 25th 1895.

On or before April 1st, 1902, after date, for value received, we promise to pay to the order of J. H. Wall and Almira L. Wall, One Thousand Dollars, with interest at the rate of 6 per centum per annum at Union Bank, Marysville, Ohio, and we hereby authorize any Attorney at Law to appear in any Court of Record in the United States, after the above obligation

become due, and waive the issuing and service of process and confess a judgment against me in favor of the holder hereof, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

No. Seven.

Susan A. Miller (seal)
H. W. Miller (seal)

Exhibit "X"

\$1780.00

Nevada Ohio, February 25th 1895.

On or before April 1st 1903, after date for value received we promise to pay to the order of J. H. Hall and Almira L. Hall Seventeen Hundred and Eighty Dollars, with interest at the rate of 6 per centum per annum at Union Bank, Marysville O. and we hereby authorize any attorney at law to appear in any Court of Record in the United States, after the above obligation become 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.

No. Eight.

Susan A. Miller (seal)
H. W. Miller (seal)

On the 30th day of March A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.

To the Sheriff of said County:

You are hereby commanded to notify Susan A. Miller, H. W. Miller and Leroy Harbison, that they have been sued by J. H. Hall and Almira L. Hall, in the Court of Common Pleas of Union County, and must answer by the 1st day of May A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 12th day of April, A. D. 1897.

Witness my hand and the seal of said Court, this 30th day of March A. D. 1897.

J. N. Gosnell Clerk
By J. A. Gosnell Deputy

Endorse "In action for foreclosure of mortgage and Receiver asked for."

On the 31st day of March A. D. 1897, the sheriff of said County returned said writ to the clerk's office in said County, which return is as follows:

Sherriff's Fee	5	00
Service & Return		80
Mileage	3	30
Copies		45
Total	4	45

The State of Ohio, Union County, Received this writ March 30th A. D. 1897, at 9 o'clock A. M. and send same by delivering a true and correct full copy of this writ with all the endorse ments thereon to Susan A. Miller personally, to H. W. Miller

Summons

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and Leroy Hamman by leaving a copy at their usual place of residence on March 30th 1897.

J. Ed Robinson, Sheriff.

On the 30th day of March A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion J. H. Wall and Almira L. Wall

Court of Common Pleas, Union County, Ohio.

7341

Susan A. Miller G. W. Miller and Leroy Hamman

The said plaintiff asks for the appointment of a Receiver in this case.

1st. Because the lands, tenements and hereditaments in this controversy is in the hands of the said defendants, and they are injurious.

2nd. Because the said lands &c. are wholly inadequate and insufficient to pay off these plaintiffs Mortgage and the Mortgage defendants assumed as purchase price of said land.

3rd. Because the said defendants have failed to pay the interest and taxes on said mortgage indebtedness which they assumed and agreed to pay, and that the said premises will be sold by the prior Mortgagee to the damage of these plaintiffs.

4th. Because the plaintiffs have begun their action to foreclose said defendants on a mortgage duly executed and delivered to these plaintiffs by the said Susan A. Miller and G. W. Miller.

W. H. Merchant

Attorney for Plaintiff

Notice of Motion to Appoint Receiver

7341

On the 30th day of March A.D. 1897, the following Notice was issued to the Sheriff of Union County, to-wit:

J. H. Wall and Almira L. Wall

Court of Common Pleas Union County, Ohio.

Susan A. Miller G. W. Miller and Leroy Hamman

The said Susan A. Miller, G. W. Miller and Leroy Hamman defendants will take notice that the said plaintiffs on the 2nd day of April, 1897, at 10 o'clock A. M. or as soon thereafter as the Court can be heard, will apply to the Hon. Duncan Dow a judge of said Court at Bellefontaine, Ohio, for the appointment of a receiver of the lands and tenements of the said defendants, Susan A. Miller and G. W. Miller, containing 382 acres of land in Survey No. 5629 and 6493, and which the defendants purchased of J. H. Wall and Almira L. Wall a deed dated February 22nd, 1895, and recorded in Volume 72, page 229 of the Records of deeds of Union County, and which is fully set forth in

this petition for foreclosure in this Court, and for which this said motion has been filed in said Court, that affidavits will be filed to support the motion.

H. W. Merchant

Attorney for Plaintiff

On the 31st day of March A.D. 1897, the Sheriff of said County returned said Notice to the Clerk's Office in said County, which return is as follows.

Sheriff's Return	Sheriff's Fee	0	00
	Service and Ret.		80
	Mileage	3	30
	Copies		45
	Total	4	45

The State of Ohio, Union County.

Received this 31st March 30th A.D. 1897, at 9 O'clock A.M. and served the same by delivering a true copy of this writ with all the endorsements thereon to Susan A. Miller personally, to H. W. Miller and Leroy Hamman by leaving a copy at their usual place of residence on March 30th 1897.

J. Ed Robinson, Sheriff.

Sworn to and subscribed in my presence by J. Ed Robinson, Sheriff, this 31st day of March, 1897.

(seal)

J. R. Gosnell
Clerk of Court.

Order appointing Receiver was filed with the Clerk of this Court, to-wit:

J. H. Wall and Almira L. Wall	Court of Common Pleas Union County, Ohio,
Susan A. Miller et al	

This day this cause came on to be heard upon the motion of the plaintiff for the appointment of a Receiver of the rents and profits of the farm of 382 acres as in the petition described, and was duly heard by the Hon. Duncan Dow, Judge of said Court in vacation, at Bellefontaine Ohio, upon the evidence adduced by affidavit and the argument of Counsel.

On consideration whereof and the said Duncan Dow Judge as aforesaid, being fully advised in the premises, it is ordered that John W. Brodnick be, and he is hereby appointed receiver herein, and before entering upon his duties he shall take an oath faithfully to perform them and execute with security approved by the Clerk of said Court an undertaking to said plaintiff J. H. Wall and Almira L. Wall for the benefit of whom it may concern, in the sum of Fourteen Hundred (\$1400⁰⁰) Dollars, conditional according to law, whereupon said receiver shall take charge of said farm as set forth in the petition for foreclosure herein, and rent the same, and collect all rents and profits thereof and for that purpose he may commence and maintain actions in his own name as such receiver, and he shall hold all money collected by him as such receiver as aforesaid, subject to the further order of the said Judge of said Court.

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Said receiver is required to give written notice of his appointment to the defendants herein, and to abide and perform all the orders of the said Court incumbent upon him herein.

Duncan Dow

Judge of Court of Common Pleas
in and for 3rd Sub. Division of 10th Judicial District

Bellefontaine Ohio, April 2nd 1897.

On the 4th day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7341

J. H. Wall et al
vs
Susan A. Miller et al

Court of Common Pleas
Winn County, Ohio.

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendants Susan A. Miller, G. H. Miller and Leroy Harriman have been duly served with summons in this case, and that they are each 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 said defendants Susan A. Miller and G. H. Miller, on the promissory notes and the amount assumed, in the sum of Sixteen Thousand Six Hundred and Ninety Seven and 4/100 (\$1697.45) Dollars.

The Court further find that the said defendants, Susan A. Miller and G. H. Miller, duly assumed the payment of the Six Thousand Dollar mortgage due The Northwestern Mutual Life Insurance Company as set forth in plaintiff's "Ninth cause of action," and that there is due thereon the sum of Six Thousand Dollars, with interest and taxes all of which is included in the above judgment.

And the Court further find that in order to secure the payment of said notes as they become due the defendants Susan A. Miller and G. H. Miller executed and delivered to these plaintiffs their certain mortgage as in their petition described, and that said mortgage was duly recorded in book No. 35 page 241 and 242 of the records of Mortgages of Winn County Ohio, and is a good and valid second lien. The said Northwestern Mutual Life Insurance Company having the first lien on said premises described in the petition and that the conditions in said mortgage have been broken, and that the Court further find that the defendant Leroy Harriman is in default for answer and demurrer, and that he has confessed the allegations of the petition are true and that he is hereby stopped from setting up any claim for said premises.

It is therefore considered by the Court that the plaintiffs recover from the said defendants Susan A. Miller and G. H. Miller the said sum of \$1697.45 and their costs as herein expressed, and execution against said defendants other property is awarded immediately.

And it is further adjudged and decreed that unless the defendants Susan A. Miller and G. H. Miller shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of the Court the costs of this case and to the plaintiffs the sum so found due as aforesaid with interest from the 3rd day of May, 1897, the defendants equity of redemption be foreclosed and that said premises be sold and that an order of sale issue to the sheriff of said County of Union directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

H. H. Merchant
Attorney for Plaintiff

On the 11th day of May A. D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

J. H. Hall and Almira L. Hall	Court of Common Pleas Union County, Ohio
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7341

Susan A. Miller Ed
G. H. Miller

Now come the plaintiffs by their attorney and move the Court for an order directing the sheriff of said County to appraise, advertise and sell said premises set forth in the petition in this case, subject to the mortgage of the Northwestern Mutual Life Insurance Company, in the sum of Six Thousand and Dollars.

H. H. Merchant
Attorney for Plaintiff

On the 11th day of May A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

J. H. Hall Et Almira L. Hall	Court of Common Pleas Union County, Ohio
---------------------------------	---

Entry
7341

Susan A. Miller Ed
G. H. Miller

This day this cause came on to be heard on the motion of the said plaintiff for leave to file Supplemental Entry in this case as set forth in said motion, and the Court being fully advised in the case doth further order and adjudge, that the said Sheriff of said County, do appraise, advertise and sell said premises as aforesaid subject to the mortgage of said Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, of Six Thousand Dollars, and which mortgage is not due.

H. H. Merchant
Attorney for Plaintiff

Filed on
J. H. Hall
Almira L.
vs
Susan A. Miller
G. H. Miller
directed
to law

Order
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Receipt
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On the 11th day of May A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

J. H. Hall &
Almira L. Hall
vs
Susan A. Miller &
W. W. Miller

Court of Common Pleas
Union County, Ohio.

To the Clerk of Court;

I have Order of sale in the above case, directed to the Sheriff of Union County, Ohio, returnable according to law.

W. W. Merchant
Attorney for Plaintiff.

Order
of
Sale

On the 13th day of May A. D. 1897, 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 Mansfield, in said County of Union, on the 4th day of May, A. D. 1897, J. H. Hall and Almira L. Hall obtained a judgment and decree against Susan A. Miller and W. W. Miller, for the sum of Sixteen Thousand Six Hundred and Ninety Seven and 40/100 Dollars, and Twenty Nine and 70/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed that the said Susan A. Miller and W. W. Miller, within five days from the 4th day of May A. D. 1897, pay unto the said J. H. Hall and Almira L. Hall the said sum of Sixteen Thousand Six Hundred and Ninety Seven and 40/100 Dollars, with interest from the 3rd day of May, 1897, and costs aforesaid; and on default to pay the same, that an order of Sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and Executions at Law, to sell the real estate described in the plaintiffs' petition &c.

And whereas, the five days aforesaid have fully expired, and the said sum of Sixteen Thousand Six Hundred and Ninety Seven and 40/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me of record.

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

Part of Survey No. 5629 and 6493: Beginning at a stone in the center of the Mansfield and Kenton Grand road, and in the center of Wheeler and Green Grand Road; thence with the center of said Wheeler and Green Grand road South Eighty one degrees Forty min. West Two Hundred and Fifty-Six and 59/100 poles to a stone; thence North Eight degrees Thirty min. West One Hundred and Forty and 64/100 poles to a stone; thence South Eighty one deg. Twenty min. West One Hundred and Forty three and 59/100 poles to a stone in the west line of said

survey No. 5629 and 6493: Thence with said line North Eighty deg. Forty five min. West Ninety nine and 1/100 poles to a stone; Thence North Eighteen deg. Fifteen min. West One Hundred and Seven and 1/100 poles to a stone and brick; Thence South Eighty deg. Forty five min. East One Hundred and Seventy three and 1/100 poles to a stone and brick; Thence South Eighty deg. and thirty min. East One Hundred and fifty three poles to a stone and brick; Thence North Eighty One deg. Twenty min. East Two Hundred and thirty two and 1/100 poles to a stone and brick in the center of the Maysville and Kenton Grand Road; Thence with the center of said road South Sixteen deg. East One hundred and Forty three and 1/100 poles to the place of beginning, containing three Hundred and Eighty two Acres more or less.

Said premises to be appraised and sold subject to the mortgage of the Northwestern Mutual Life Insurance Company of Six Thousand Dollars.

We therefore Command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you upon to sell 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, so 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 Maysville, this 11th day of May A.D. 1897.

J. W. Gosnell Clerk
By Geo. A. Hosnell Deputy.

Afterward on the 18th day of June A.D. 1897, 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 Fee	\$	10	00
Service		25	
Levy		25	
Sum. Appraisers	1	20	
Swearing "		25	
Conveying "	1	25	
Writing Appraisal		25	
Copy of "		25	
Notice to Printer		25	
Writing Notice		25	
Mileage		96	
Comidage	10	00	
Return		25	
Total	15	71	
Appraisers Fee	3	00	

The State of Ohio, Minn County, ss.
In obedience to the Command of the Order of Sale hereto annexed, I did, on the 11th day of May, 1897, summon Dyer Reed, Thos. M. Brannon and Lape Mullen, 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 11th day of May, A.D. 1897, 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 Eleven Thousand Four 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.

Sheriff's filed
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And on the 12th day of May, A.D. 1897, I caused to be advertised in The Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 12th day of June A. D. 1897, at one o'clock A. 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 12th day of June, A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came J. H. and Almira L. Wall who bid for the same the sum of Eleven Thousand Four Hundred and Sixty Dollars, and said sum being more than two-thirds of the appraised value thereof, and said J. H. and Almira L. Wall being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Eleven Thousand Four Hundred and Sixty Dollars.

J. Ed Robinson, Sheriff.

On the 18th day of June A. D. 1897, the following Notice was filed with the clerk of this Court, to-wit:
Shuniff's Sale 7341 | J. H. Wall et al vs Susan A. Miller et al | Court of Common Pleas Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, June 12, 1897, 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 Taylor, County of Union and State of Ohio, and bounded and described as follows:
Part of Survey No. 5629 and 6493, beginning at a stone in the center of the Marysville and Kinton gravel road and in the center of the Wheeler and Green gravel road; thence with the center of said Wheeler and Green gravel road South Eighty one deg. Forty min. West Two hundred and fifty six and 67/100 poles to a stone; thence North Eighty deg. Thirty min. West One hundred and forty and 67/100 poles to a stone; thence South Eighty one deg. Twenty min. West One hundred and forty three and 67/100 poles to a stone in the west line of said survey No. 5629 and 6493; thence with said line North Eighty deg. West Ninety min. and 67/100 poles to a stone; thence North Eighty deg. Fifteen min. West One hundred and seven and 67/100 poles to a stone and brick; thence South Eighty deg. Forty five min. East One hundred and seventy three and 67/100 poles to a stone and brick; thence South Eighty deg. Thirty min. East One hundred and fifty three poles to a stone and brick; thence North Eighty one deg. Twenty min. East Two hundred and thirty two and 37/100

poles to a stone and brick in the center of the Marysville and Kenton gravel road; thence with the center of said road South Sixteen deg. East One hundred and forty three and 3/100 poles to the place of beginning, containing Three Hundred and Eighty two acres, more or less.

Said premises to be appraised and sold subject to the Mortgage of the Northwestern Mutual Life Insurance Company of Six Thousand Dollars.

Appraised at \$30 per acre free of said Mortgage and \$14.30 per acre subject thereto.

Terms of sale Cash.

May 13, 1897.

The State of Ohio, Union County, ss.

J. Ed Robinson
Sheriff of Union County, Ohio.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for five consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with May 12, 1897.

W. O. Shearer.

Sworn to and subscribed before me, this 18th day of June, 1897.

(seal)

J. T. Gravel Clerk

On the 21st day of June A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7341

J. H. Wall et al
vs
Susan A. Miller 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 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 the sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser James H. Wall and Almira L. Wall, by deed according to law, the property so sold; and a writ of possession is awarded to put them in possession of said premises.

It is further ordered by the Court, that the Clerk cause satisfaction of the mortgage herein sued on, to be entered on the records thereof.

And it is further ordered by the Court, that the receivership heretofore granted in this case is and the same is hereby determined and that said receiver John W. Broadbent is hereby ordered to turn over all moneys and securities in his hands, appertaining to his said trust, to the said plaintiffs taking their receipts for the same, upon their payment to him of the sum of Fifty Dollars, and all costs by him expended.

Pleas continued and held at the Court House in Maysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, 1897, on the 4th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Eight

Be it remembered that herebefore 1897, on the 26th day of April A. D. 1897 Catharine C. Stewart filed in the Clerk's office of the said Court of Common Pleas, the following Petition against

Petition
7362

Catharine C. Stewart

vs
Court of Common Pleas
Union County, Ohio.

John Morny and Susan Morny, and Emily Morny, Mary Jane Lane and Luther Lane, Rhoda K. Wolpert, William Stewart and Rozanna Morny, widow of Jacob Morny deceased

Catharine C. Stewart, the plaintiff, by way of petition for partition respectfully represents to the Court that on or about the 31st day of March A. D. 1897, one Jacob Morny of Union County Ohio, died intestate, seized of an estate in fee simple in the following lands and tenements, situate in said County, and described as follows; being part of Survey No. 3452, in the Township of Jerome, in said County of Union 1897:

Beginning at two beeches and a hickory at the south east corner of the original survey, and south east corner to Beverly Roy's survey No. 2925; thence with the line of Survey No. 2925 South Eighty one deg. west One hundred and nineteen poles to a red oak, two beeches and sugar-tree, North west corner of the original survey; thence with the west line of the original survey South Nine deg. West crossing the road at Sixty-two poles, and a large branch at Seventy poles; One hundred and nine poles to a post at the North West corner of lands sold to John Wagoner; thence with his line North Eighty deg. East Fifty nine poles and Twenty two links to a post; thence North Fifty eight deg. East Seventeen poles in the County road, an other corner to said Wagoner's land; thence with said road south Eighty one and one-half deg. East Forty one poles to a post, in the east line of said original survey; thence with said survey line North Six deg. and thirty min. West One hundred and thirteen poles and Twenty one links to the place of beginning, containing Seventy eight and one-half acres, be the same more or less.

Also the following described lands, situate in Jerome Township, Union County, Ohio, and in Survey No. 10708;

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within the corporate limits of Plain City, being a part of four and one-half (4 1/2) acres of land conveyed to Asa Converse, May 13th 1864.

Beginning at a stone in the center of the Clullicotte Road, and in the South line of Lucius Sullivan's Survey No. 10708; thence with said road North Twenty one deg. West Four poles to a stake; thence South Sixty nine deg. West Eleven poles and Twenty links to an alley; thence South Twenty one deg. East, One pole and Fifteen links to said Sullivan's line; thence with said line North Eighty and one fourth deg. East, Twelve poles to the beginning containing Thirty-one Square Rods, more or less.

Also another piece of parcel of land, situate in Germu Township, Union County, Ohio, and in Survey No. 10708, and joining the piece last described, bounded and described as follows;

Beginning at a stone at the North West corner to a lot of land owned by Henry Brobeck, running thence in an easterly direction on the South line of said Brobeck's land 19 feet to a stake in said line; thence in a northerly direction Twenty Six feet to a stone, in the line of Elijah K. Fox's land; thence in a westerly direction on the South line of said Fox, Five and one-half feet to an alley; thence in a southerly direction along the west side of said alley Twenty-eight feet to the beginning, containing Three Hundred and Eighteen and one-half feet, be the same more or less.

That said premises descended to the following persons, the children of said Jacob Morney, deceased, and is now owned by them in the following proportions as copartners or tenants in common, to-wit;

Your petitioner, a daughter of the said Jacob Morney deceased, an undivided equal one-fifth part of said premises in fee.

And to Johnson Morney, Mary Jane Lane, and Rhoda W. Wolfert, residents of Union County, Ohio, each the one equal undivided one-fifth part in fee.

Your petitioner further represents that said Rosanna Morney is the widow of Jacob Morney, deceased, and who resides in said Union County, is entitled to dower in said premises, and that the personal property of the deceased is sufficient to pay his debts.

Your petitioner desiring to hold her said interest in person, prays that partition of said premises be made, and that the dower of the said Rosanna W. Morney may be also assigned in said premises; or if it shall appear that partition cannot, without manifest injury, be made, then that the same may be sold, or other order taken pursuant to the statute in such case made and provided.

By R. W. Morney
Attorney for petitioner.

State of Ohio, Union County, ss.
 Catharine E. Stewart, being duly sworn says that the statements contained in the foregoing petition are true as he verily believes.

Catharine E. Stewart.
 Sworn to by said Catharine E. Stewart before me and by her subscribed in my presence this 26th day of April, A. D. 1897.

W. M. Kinget
 Notary Public

(seal)

Notary fee 40¢

On the 26th day of April A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
 7362

Catharine E. Stewart
 Johnson Mornay et al
 Court of Common Pleas
 Union County, Ohio.

To Clerk:

Issue Summons in the above entitled case to Sheriff of Marion County, Ohio, for Johnson Mornay and Susan Mornay his wife - To Sheriff of Union County, for Mary Jane Lane and Luther Lane, her husband, to Rhoda W. Walpitt and Bessama Mornay, widow, and to Sheriff of Madison County for Ross W. Mornay and Emily Mornay.

R. M. Cleary
 Attorney for Plaintiff.

On the 26th day of April A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
 To the Sheriff of Marion County:

You are hereby commanded to notify Johnson Mornay and Susan Mornay, that they have been sued by Catharine E. Stewart in the Court of Common Pleas of Union County, and must answer by the 29th day of May A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 10th day of May, A. D. 1897.

Witness my hand and the seal of said Court, this 26th day of April, A. D. 1897.

(seal)

Endorsed "In action for partition of Real Estate."

Sherriff's Fees	cts
Service & Return	52
Mileage	32
Copy	36
Total	\$1 20

Received this writ April 28th A. D. 1897, at 8 O'clock A. M. and served same by delivering a true and certified copy hereof with the endorsements thereon to Johnson Mornay and Susan Mornay, each personally April 28, 1897. J. T. Shaw Depy.
 By J. M. Spitt Deputy.

Sherriff's Return

Sherriff's Return

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Summons

On the 26th day of April A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.
To the Sheriff of Union County:

You are commanded to notify Mary Jane Lane and Lutter Lane, her husband, Rhoda W. Wolpert and Rosanna Morrey that they have been sued by Catherine E. Stewart in the Court of Common Pleas of Union County, and must answer by the 29th day of May A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 10th day of May A. D. 1897.

Witness my hand and the seal of said Court,
(seal) this 26th day of April A. D. 1897.
J. N. Gosnell Clerk.

Sheriff's Return

Afterward on the 1st day of May A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows, to-wit:

Sheriff's Fees	\$	do
Service & Return		95
Mileage	2	54
Copies		60
Total	4	11

The State of Ohio, Union County.
Received this writ April 28th A. D. 1897, at 8 O'clock A. M. and served same by delivering a true and certified copy of this writ with all the endorsements thereon to Mary Jane Lane, Rhoda W. Wolpert and Rosanna Morrey personally, to Lutter Lane by leaving a copy at his usual place of residence on April 30th 1897.
J. Ed Robinson, Sheriff.

Sheriff's Return

On the 26th day of April A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Madison County.
To the Sheriff of Madison County:

You are hereby commanded to notify Ross W. Morrey and Emily Morrey that they have been sued by Catherine Stewart, in the Court of Common Pleas of Union County, and must answer by the 29th day of May A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 10th day of May, A. D. 1897.

Witness my hand and the seal of said Court,
(seal) this 26th day of April, A. D. 1897.
J. N. Gosnell Clerk.

Sheriff's Fees	\$	do
Service & Return		55
Mileage	3	35
Copy		50
Total	4	40

The State of Ohio, Union County.
Received this writ April 26th A. D. 1897, at 6 O'clock P. M. and served same by delivering to Emily Morrey personally and by leaving at the usual place of residence of Ross W. Morrey a certified copy of this writ with all the endorsements thereon, May 3rd 1897.
Scott Chenoweth Sheriff.

Summons

On the 26th day of April A. D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio vs. Minn County, Ohio.

To the Sheriff of Minn County:

You are commanded to notify William Stewart that he had been sued by Catherine E. Stewart in the Court of Common Pleas of Minn County and must answer by the 29th day of May, A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 10th day of May A. D. 1897.

Witness my hand and the seal of said Court this 26th day of April A. D. 1897,

J. R. Gosnell Clerk.

Answer

The State of Ohio, Minn County, Ohio.

I hereby waive the service of process herein and enter my appearance to the within action.

Wm Stewart.

Answer of
Johnson
Mooney
7362

On the 25th day of May A. D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Catherine E. Stewart
vs.
Court of Common Pleas
Minn County, Ohio.

Johnson Mooney et al.

The defendant Johnson Mooney, for answer says, that the real estate described in the petition is of such a character that it cannot be divided into five portions of equal value after the assignment of dower by metes and bounds for the reason that the farm described as the first tract is too small to be sub-divided into six small tracts without requiring an excessive and burdensome amount of fencing and greatly depreciating the value of the land, and for the further reason that the house, barn and other out buildings which cannot be divided are of greater value than the share of one heir.

The two remaining tracts described in the petition together constitute the family homestead which Rosanna Mooney is entitled to hold as such so long as she remains the widow of Jacob Mooney.

On the other hand, said premises can be sold for a full and fair price, and said widow desires to waive the assignment of her dower by metes and bounds and take the value thereof in money.

It is therefore, for the interest of the estate of Jacob Mooney, deceased, and of his heirs that his real estate be sold as an entire tract and not divided by metes and bounds.

This defendant prays, therefore, that the court will not order division of said land into parcels, but will order its sale as an entire tract, will appoint competent,

Answer and
Cross-petition of
Rosanna Mooney
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disinterested commissioners and instruct them to appraise said land for sale and not attempt to divide it, and that he may have all proper relief.

Charles C. Fisher
Attorney for Johnson Morney.

The State of Ohio, Marion County, ss:

Johnson Morney, being duly sworn, says that he believes all the facts stated and allegations contained in his foregoing answer to be true.

Sworn to before me by Johnson Morney and by him signed in my presence this 29th day of May, 1897.

Notary fee paid by J. Morney.

(seal)

J. Myers
Notary Public Marion Co., O.

Answer and Cross-petition of Rosanna Morney = 7362

On the 27th day of May A. D., 1897, the following answer was filed with the Clerk of this Court, to-wit:
Catherine C. Stewart
vs
Johnson Morney, et al
Court of Common Pleas
Marion County, Ohio.

The said Rosanna Morney, widow of said Jacob Morney, deceased, hereby consents to the sale of (that part of) the real estate described in plaintiffs petition, (which comprises the farm land and its appurtenances) and waives the assignment of dower in said (farm) premises to her by writ and bonds or in writ and profits, and asks the Court to allow her in lieu of said dower such sum of money out of the proceeds of said sale as the Court may deem reasonable value of her dower interest in said premises.

Further does she ask the Court to find that at the time of the purchase of said land by the said Jacob Morney, she, this defendant invested in said land her separate money to the amount of Five Hundred and Ninety Four Dollars, which she asks this Court to decree shall be returned to her, together with interest upon the same for the period intervening between the said purchase of said land by said Jacob Morney and the present, to be her separate property as same was originally and that the same be made a preferred claim to be paid out of the first money arising from the sale of said land.

Further does this defendant ask that the property in Plain City, O., described in plaintiffs petition, and being the late home of the said Jacob Morney, be decreed and set off to her for her separate use as and for her homestead, while she remains the widow of said Jacob Morney, subject to the statute in such cases made and provided, and for all other and proper relief.

Howard C. Black
Attorney for
Rosanna Morney.

The State of Ohio, Madison County, ss.

Rosanna Rooney, being duly sworn says that she is the widow mentioned in the foregoing answer and cross-petition, and that the several matters and things set forth therein are true.

Sworn to and subscribed before me this 21st day of May, 1897.

(seal)

Ezra Petcher
Notary Public

To the Clerk:

Collect 40¢ Notary fees.

Answer and
Cross-petition of
Rosanna Rooney & J. Lane
7362

On the 27th day of May A. D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Catherine C. Stewart
vs
Jacob Rooney et al
Court of Common Pleas
Madison County, Ohio.

And now comes the defendants, Rose Rooney and Mary Jane Lane, and for answer and cross-petition say:

That the real estate described in the petition is of such a character that it cannot be divided into five equal parts after the assignment of dower by metes and bounds for the reason that the farm described as the first tract is too small to be subdivided into six small tracts without requiring an excessive and burdensome amount of fencing and greatly depreciating the value of the land, and for the further reason that the house, barn and other outbuildings which cannot be divided are of greater value than the share of one heir.

The two remaining tracts described in the petition together constitute the family homestead which Rosanna Rooney is entitled to hold as such so long as she remains the widow of Jacob Rooney.

On the other hand, said premises can be sold for a full and fair price, and said widow desires to waive the assignment of her dower by metes and bounds and take the value thereof in money.

It is therefore for the interest of the estate of the said Jacob Rooney deceased and of his heirs that his real estate be sold as an entire tract and not divided by metes and bounds.

These defendants pray, therefore, that the Court will not order division of said land into parcels, but will order its sale as an entire tract, will appoint competent disinterested commissioners and instruct them to appraise said land for sale and not attempt to divide it, and such other and proper relief as belongs to these defendants.

Howard C. Black Atty. for R. Rooney & M. J. Lane

Demurrer
7362

Demurrer
7362

Reply
7362

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The State of Ohio, Madison County, ss.

Ross Morney and Mary Jane Lane, each being duly sworn say: That they are defendants in the foregoing entitled action, and that the facts stated and allegations contained in this their answer and cross-petition are true as they verily believe.

Ross Morney
Mary Jane Lane.

Sworn to before me and subscribed in my presence this 21st day of May, 1897.

Ezra Pitlor
Notary Public

(seal)

To the Clerk:

For 400 notary fees.

On the 18th day of August A. D. 1898, the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer
7362

Catherine C. Stewart
vs
Johnson Morney et al

Court of Common Pleas
Madison County, Ohio.

Now comes the plaintiff and demurring to the said answer and cross-petition for a ground of said demurrer says:

That said answer and cross-petition does not state facts sufficient to constitute a defense to the petition or entitle said parties to the relief prayed for.

Robt. McLesroy and
Cameron & Cameron
Attorneys for Plaintiff

On the 18th day of August A. D. 1898, the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer
7362

Catherine C. Stewart
vs
Johnson Morney et al

Court of Common Pleas
Madison County, Ohio.

Now comes the plaintiff and demurring to the said answer and cross-petition for a ground for said demurrer says;

That said answer and cross-petition does not state facts sufficient to constitute a defense to the petition or entitle said parties to the relief prayed for.

Robt. McLesroy and
Cameron & Cameron
Attorneys for Plaintiff

On the 26th day of August A. D. 1897, the following Reply was filed with the Clerk of this Court to-wit:

Reply
7362

Catherine C. Stewart
vs
Johnson Morney et al

Court of Common Pleas
Madison County, Ohio.

Now comes the said plaintiff and for reply to

The answer and cross-petition of the said Rosanna Morony says; She denies that the said defendant invested the sum of \$574.00 or any other sum of money in the purchase of said lands.

Said lands were purchased by the said Jacob Morony more than forty years ago, and if the said defendant ever had any claim against him for money furnished him to apply in the payment for said lands, it was merely a personal claim, and the same has long since been barred by the statute of limitation.

The lands were paid for by the said Jacob Morony and the title taken in his name prior to the year A.D. 1860, and the plaintiff denies that the said defendant has any interest or claim in, or upon said premises, other than her dower interest.

The plaintiff denies the right of the said defendant, to have dower and homestead in said lands, as claimed by her, but says that her dower to be assigned will be sufficient for her homestead, and the same should be so assigned to her.

Robt. McHenry and
Cameron & Cameron
Attorneys for Plaintiff

The State of Ohio, Union County, ss,

Catherine E. Stewart, plaintiff being first sworn says she believes the facts stated in her foregoing reply to be true.

Catherine E. Stewart

Sworn to before me and signed in my presence this 23rd day of August, 1897,

(seal)

L. K. H. Durbarau
Notary Public

Writ of
Partition
and Dower

On the 11th day of October A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7362

Catherine E. Stewart
vs
Johnson Morony
Ross Morony
Mary Jane Lane
Rhoda H. Kolpelt and
Rosanna Morony

Court of Common Pleas
Union County Ohio

Order of Partition.

This cause came on to be heard upon the petition, the answer of Johnson Morony, the answer and cross-petition of Ross Morony and Mary Jane Lane, and the answer and cross-petition of Rosanna Morony, widow of Jacob Morony deceased, defendants herein, and plaintiffs demurrors to each of the said answers and cross-petitions, and the pleadings and record in the cause, and was argued by counsel;

On consideration whereof The Court do sustain said demurrors; and the defendants not desiring to further plead, and it

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appearing to the satisfaction of the Court that all and every of said defendants have been duly notified of the bringing, pendency and demand of said action against them, as required by law, and that said plaintiff hath a legal right and estate in the premises described in the petition, and as therein set forth, and no reason appearing why partition should not be made as prayed for in said petition, it is ordered by the Court, on agreement of the parties hereto by their attorneys, that, by the oaths of John K. Dodge, J. Charles Kennedy and John T. Evans, judicious disinterested freeholders of the vicinity, upon actual view of the premises, one full and equal third part of said lands in said petition described be set off to said widow, Rosanna Mooney, as her dower estate therein, and that by the like oaths of the same John K. Dodge, J. Charles Kennedy and John T. Evans, upon like view partition be made of said lands, subject to said dower estate in the following proportions to-wit:

To the said Catherine C. Stewart, the plaintiff, one equal fifth part thereof; and to Johnson Mooney, Ross W. Mooney, Mary Jane Lane and Rhoda W. Wolpert each the one fifth part thereof, if the same can be done without manifest injury to the value thereof, and if not that the said premises be appraised at the true value thereof in money.

And it is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned and said partition to be made accordingly.

And of his proceedings herein the Sheriff is ordered to make due return without delay.

Writ of Partition and Dower

On the 9th day of Nov. A. D. 1897, the following writ was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.
To the Sheriff of said County: Greeting:

We command you, that without delay, by the oaths of John K. Dodge, J. Charles Kennedy and John T. Evans, you cause to be set off and assigned to Rosanna Mooney widow of Jacob Mooney, late of said County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union, State of Ohio, and in the Township of Jerome, being part of Survey No. 3452, described as follows:

Beginning at two beeches and a hickory at the north east corner of the original survey, and south east corner to Beverly Boy's survey No. 2925; thence with the line of survey No. 2925 South eighty-one deg. west one hundred and nineteen poles to a red oak, two beeches and sugar tree, north west corner of the original survey; thence with the west line of the original survey South nine deg. west crossing the road at 62 poles, and a large branch at 70 poles; One hundred and nine

pole to a post at the north west corner of lands sold to John Haggoner; thence with his line North Eighty deg. East Fifty-nine poles and Twenty-two links to a post; thence 58 deg. East Seventeen poles in the County Road, another corner to said Haggoner's land; thence with said road South Eighty-one and one-half deg. East Forty one pole to a post in the East line of said original survey; thence with said survey line North Sixty deg. Thirty min. West One hundred and thirteen poles and Twenty one links to the place of beginning, containing Seventy Eight and one-half acres, be the same more or less.

Also the following described lands, situate in Jerome Township, Union County, Ohio, and in survey No. 10708, within the corporate limits of Plain City, being a part of Four and one-half (4 1/2) acres of land conveyed to Asa Converse, May 13th, 1864.

Beginning at a stone in the center of the Chittenden Road and in the south line of Lucas Sullivan's survey No. 10708; thence with said road North Twenty one deg. West Four poles to a stake; thence South Sixty nine deg. West Eleven poles and Twenty links to an alley; thence South Twenty one deg. East One pole and Fifteen links to said Sullivan's line; thence with said line North Eighty and one-fourth deg. East Twelve poles to the beginning, containing Thirty-one square rods, more or less.

Also another piece or parcel of land, situate in Jerome Township, Union County, Ohio, and in survey No. 10708 and joining the piece last described bounded and described as follows:

Beginning at a stone at the north west corner to a lot of land owned by Henry Borbeck, running thence in an easterly direction on the south line of said Borbeck's land 19 feet to a stake in said line; thence in a northerly direction 26 feet to a stone in the line of Elijah Fox's land; thence in a northerly direction on the south line of said Fox's 5 1/2 feet to an alley; thence in a southerly direction along the west side of said alley 28 feet to the beginning, containing 3 1/8 and 1/2 feet, be the same more or less.

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

- To Catharine C. Stewart, an undivided One-fifth (1/5) part.
- To Johnson Mornay an undivided One-fifth (1/5) part.
- To Ross W. Mornay an undivided One-fifth (1/5) part.
- To Mary Jane Lane an undivided One-fifth (1/5) part.
- To Rhoda W. Wolpert an undivided One-fifth (1/5) 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 Betanna Mornay in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain petition

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Service
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Commissioners
J. H. D.
J. C. H.
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Commissioners
Report
7362

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for Partition and Dower, wherein the said Catherine C. Stewart plaintiff, and Johnson Morney, Susan Morney, Ross W. Morney, Emily Morney, Mary Jane Lane, Luther Lane, Rhoda W. Wolpert, William Stewart and Rosanna Morney, widow of Jacob Morney, deceased are defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said court forthwith.

Witness my name and the seal of the Court of Common Pleas, at the Court House in Orangeville this 9th day of November, A. D. 1897.

(Seal)

J. H. Rosnell Clerk
By Geo. D. Rosnell Deputy.

Afterward on the 18th day of November A. D. 1897, 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	\$	cts
	Service		25
	Mileage	2	40
	Executing Writ	1	00
	Swearing Com.		25
	Report		35
	Conveyance	1	00
	Return		25
Total		5	40
Commissioners	Commissioners Fee	\$	cts
	J. H. Dodge	1	00
	J. C. Kennedy	1	00
	J. T. Evans	1	00
	Total	3	00

As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of John H. Dodge J. Charles Kennedy and John T. Evans, causing Dower to be assigned to widow of deceased, and partition to be made of the premises in said writ described; and the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners herewith returned.

Given under my hand this 17th day of November, A. D. 1897.

J. Ed Robinson, Sheriff.

Commissioners Report
7362

Catherine C. Stewart
vs
Johnson Morney et al

Orange County, ss,
Court of Common Pleas.

In Partition and Dower, According to the command of the writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same, free from said Dower estate, at \$55 per Acre = \$4317.50, Plain City property \$1160.00 Total \$5477.50; \$40.00 subject to Dower, P. C. \$843.63

Given under our hands this 18th day of November A. D. 1897.

John H. Dodge
J. Charles Kennedy } Commissioners
John T. Evans }

Entry
7362

On the 27th day of November A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Catherine C. Stewart vs
Johnnie Rooney et al
Court of Common Pleas
Union County, Ohio

This day came the defendant Rosanna Rooney and by leave of the Court amended her cross-petition herein before filed by striking therefrom the words following, ^{1st} these words "that part of" also the words "which comprise the same land and its appurtenances" also the word "same" so that it will read as follows viz: "The said Rosanna Rooney, widow of said Jacob Rooney deceased, consents to the sale of the real estate described in plaintiff's petition and waives the assignment of dower in said premises to her by writs and bonds or in rents and profits and asks the Court to allow her in lieu of said dower such sum of money out of the proceeds of said sale as the Court may deem the reasonable value of her dower in trust in said premises."

The remainder of said Cross-petition being eliminated by the sustaining of the demurrer thereto.

And further on the motion of the plaintiff the report of the Commissioners made in this case and the entry of partition made during this term of Court are set aside and it is ordered by the Court now that plaintiff is entitled to partition as prayed for and owns one-fifth part of said real estate as tenants in common with Johnnie Rooney, Ross W. Rooney, Mary Jane Lane and Rhoda W. Wolpert each of whom own the one-fifth subject to the dower of said Rosanna Rooney who has by her amended answer elected to have her dower in money instead of land in case of sale.

It is therefore ordered and decreed by the Court that an order issue to the Sheriff of said County of Union commanding him that by the oaths of Charles Kennedy, John H. Dodge and John T. Evans, three disinterested freeholders of the vicinity, he cause to be set off and assigned to the said Rosanna Rooney as and for her dower the full equal one-third of said premises and that subject thereto he cause to be set off and divided to the plaintiff and to Johnnie Rooney, Ross W. Rooney, Mary Jane Lane and Rhoda W. Wolpert each the one-fifth part of said premises, but if the same can not be done without manifest injury, then that by the like oaths of said Commissioners he cause said premises to be appraised at their true value in money free of the dower of said Rosanna Rooney and in making such appraisal the same and Plain City property are offered separately and that the Sheriff make his return by the first day of the next term of this Court, to which time this

Receipt
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Writ of
Partition
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Howard C. Black
J. H. Robinson
Cameron & Cameron Esq
Robert McIlroy

Receipte Catharine E. Stewart
7362

Johnson Moomy et al

Court of Common Pleas
Union County, Ohio.

To the Clerk:

Issue Writ of Partition in Dower in
the above case to the Sheriff of Union County, Ohio, returnable
according to law.

R. McIlroy
Attorney for Plaintiff

Writ of
Partition
in Dower.
7362

On the 7th day of January A. D. 1898, the following Writ was
issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of said County: Greeting:

We command you, that without delay, by the oaths
of Charles Kennedy, John K. Dodge and John T. Evans, you
cause to be set off and assigned to Rozanna Moomy widow
of Jacob Moomy, late of said County, deceased, one full
equal third part of the Real Estate hereinafter described;
and that in like manner, by the like oaths of the same
men, you cause partition to be made of the following
Real Estate, situate in Union County, Ohio, and described as
follows;

Being part of survey No. 3452, in the Township of
Jerome, and in said County of Union, to-wit:

Beginning at two beeches and a hickory at the
north east corner of the original survey, and south east
corner to Beverly Roy's survey No. 2925; thence with the line
of survey No. 2925, South Eighty one deg. West One hundred
and nineteen poles to a red oak, two beeches and a Sugar
tree, northwest corner of the original survey; thence with the
west line of the original survey South Nine deg. West
crossing the road at Sixty-two poles and a large branch
at Seventy poles, One hundred and nine poles to a post
at the north west corner of lands sold to John Waggoner;
thence with his line North Eighty deg. East Fifty nine
poles and Twenty-two links to a post; thence Fifty eight
deg. East Seventeen poles in the County road, another corner
to said Waggoner's land; thence with said road South
Eighty-one 1/2 deg. East Forty one poles to a post in the east
line of said original survey; thence with said survey line
North Six deg. and thirty min. West One hundred and thirteen
poles and Twenty one links to the place of beginning

containing Seventy Eight and one-half acres be the same more or less.

Also the following described lands, situate in Jerome Township, Union County, Ohio, and in survey No. 10708, within the corporate limits of Plain City, - being a part of Four and one-half (4 1/2) acres of land conveyed to Asa Converse, May 13th 1864.

Beginning at a stone in the center of the Chillisethu road, and in the south line of Lucas Sullivants Survey No. 10708; thence with the said road North Twenty one deg. West Four poles to a stake; thence South Sixty-nine deg. West Eleven poles and Twenty links to an alley; thence South Twenty-one deg. East one pole and Fifteen links to said Sullivants line; thence with said line North Eighty and one-fourth deg. East Twelve poles to the beginning, containing Thirty-one square Rods, more or less.

Also another piece of parcel of land, situate in Jerome Township, Union County, Ohio, and in survey No. 10708, and joining the piece last described, bounded and described as follows:-

Beginning at a stone at the north west corner to a lot of land owned by Henry Brobeck, running thence in an easterly direction on the south line of said Brobeck's land Nineteen feet to a stake in said line; thence in a northerly direction Twenty Six feet to a stone in the line of Elijah K. Fox's land; thence in a westerly direction on the south line of said Fox, Five and one-half feet to an alley; thence in a southerly direction along the west side of said alley Twenty Eight feet to the beginning, containing Three hundred and Eighteen and one-half feet, be the same more or less.

Subject to said dower estate, among the persons named herein, and in the following proportions, to-wit;

- To Catherine E. Stewart one-fifth (1/5) part.
- To Johnson Mooney one-fifth (1/5) part.
- To Russ W. Mooney one-fifth (1/5) part.
- To Mary Jane Lane one-fifth (1/5) part.
- To Rhoda W. Wolpert one-fifth (1/5) 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 Pizanna Mooney, in pursuance of an order lately made in our court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition and Dower, wherein the said Catherine E. Stewart plaintiff and Johnson Mooney and others are dependants; and that your proceedings in the premises you distinctly certify, under your hand, to our said court forthwith.

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Entry
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Witness my name and the seal of the Court of
Common Pleas, at the Court House in Mansfield,
this 7th day of January, A. D. 1898,
J. R. General Clerk
By J. A. General Deputy

On the 15th day of January A. D. 1898, the Sheriff of said
County, returned said writ to the Clerk's office in said County,
of which return is as follows;

Sheriff's Fees		\$	cts
Service		25	
Mileage		2	40
Executing Writ		1	00
Swearing Com.		25	
Report		25	
Conveying		1	00
Return		25	
Total		5	40
Commissioner's Fees		\$	cts
Charles Kennedy		1	00
J. H. Dodge		1	00
J. T. Evans		1	00
Total		3	00

As commanded by the foregoing writ of
Partition and Dower, I have executed the same by
the oaths of Charles Kennedy, John H. Dodge and
J. T. Evans causing dower to be assigned to
widow of deceased, and partition
to be made of the premises in said writ desc-
ribed; 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 14th day
of January A. D. 1898.

J. Ed Robinson Sheriff
By Allen Harise Deputy.

Commissioners
Report
7362
Catherine E. Stewart
vs
Johnson Morrey et al

Union County, Ohio.
Court of Common Pleas.
In Partition and Dower.

According to the command of the writ of Parti-
tion and Dower in this case issued, and on call of the
Sheriff of said County, we the undersigned Commissioners,
after being first duly sworn, and upon actual view of
the premises, we are of opinion that the said lands can
not be divided without manifest injury, and we do esti-
mate the value of the same, free from dower estate at
\$55.00 per acre making \$4317.50. We do estimate the value of
said property in the Corporation of Plain City free from Dower
at \$1160.00; and subject to dower at \$843.63; We do estimate the
value of said 78⁰⁰ acres of land subject to said dower at \$40⁰⁰
per acre making \$3140.00.

Given under our hands this 14th day of Jan-
uary A. D. 1898.

Charles Kennedy
John H. Dodge } Commissioners.
J. T. Evans

Entry
7362
Catherine E. Stewart
vs
Johnson Morrey et al

Court of Common Pleas
Union County, Ohio.

On motion to the Court by R. M. Corry, attorney

for the plaintiff, and upon producing the proceedings of the Sheriff, and the report and proceedings of the Commissioners heretofore appointed, and the same being examined, and found to be regular and according to law and the order of this Court, it is ordered by the Court, that said proceedings and report be and the same are hereby approved and confirmed, and thereupon the said Catherine E. Stewart, electing to take that part of said estate represented by and constituting the farm of 78 1/2 acres, as described in plaintiffs petition, at the said valuation of said Commissioners, to-wit, the sum of \$4317.50;

And the said Ross Morney also electing to take the same said premises, at the said valuation of the said Commissioners to-wit, the sum of \$4317.50; and each electing to take the whole premises for himself to the exclusion of the other, it is therefore ordered by the Court that said premises be sold, and also the premises in Plain City, Ohio, at public auction, for good cause shown, on the premises of each respectively, by the Sheriff of said County of Union, according to the statute in such case made and provided; free of the dower estate of said Rosanna Morney, upon the following terms to-wit;

One third cash on day of sale; one third in one year and one third in two years thereafter, with interest from the day of sale; such said deferred payments to be evidenced by the promissory notes of the purchaser, payable to the parties respectively entitled, and secured by mortgage on the premises.

Approved,

J. H. Robinson for
Ross and John Morney.

On the 25th day of January A. D. 1898, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7362

Catherine E. Stewart
vs
John Morney et al

Court of Common Pleas
Union County, Ohio.

To the Clerk:

Some Order of Sale in Partition in the above case directed to the Sheriff of Union County, Ohio, returnable according to law.

Robt. McKinstry
Attorney for Plaintiff

Order of
Sale in
Partition

On the 25th day of January A. D. 1898, the following writ was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.
To the Sheriff of said County, Greeting;

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the January Term, A. D. 1898, in a certain Petition for

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Partition, now pending in said Court, wherein Catherine E. Stearns Petitioner, and Johnson Cronmy and others Respondants, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, to-wit:

Situate in Union County Ohio, and described as follows, being part of survey No. 3452, in the Township of Jerome, in said County of Union, to-wit:

Beginning at two beeches and a hickory at the north east corner of the original survey, and south east corner to Berry's Big survey No. 2925; Thence with the line of survey No. 2925, South Eighty one deg. West One Hundred and Nineteen poles to a red oak, two beeches and a sugar tree; North west corner of the original survey; Thence with the west line of the original survey South Nine deg. West crossing the road at fifty two poles, and a large branch at seventy poles, - One hundred and nine poles to a post at the north west corner of lands sold to John Waggoner; thence with his line North Eighty deg. East Fifty nine poles and Twenty-two links to a post, thence N. Fifty Eight deg. East Seventeen poles in the County road, another corner to said Waggoner's land; Thence with said road South Eighty one deg. East Forty one poles to a post in the east line of said original survey; Thence with said survey line North Six deg. and Thirty min. West One hundred and Thirteen poles and Twenty one links to the place of beginning, containing Seventy-eight and one half acres, be the same more or less.

Also the following described lands, situate in Jerome Township, Union County, Ohio, and in survey No. 10708, within the corporate limits of Plain City, - being a part of Four and one-half (4 1/2) acres of land conveyed to Asa Converse, May 13th 1864.

Beginning at a stone in the center of the Chillicothe Road, and in the south line of Lucius Sullivan's survey No. 10708; Thence with said road N. Twenty one deg. West Four poles to a stake; Thence South Sixty-nine deg. West Eleven poles and Twenty links to an alley; Thence South Twenty-one deg. East one pole and Fifteen links to said Sullivan's line; Thence with said line North Eighty and one-fourth deg. East Twelve poles to the beginning, containing Thirty one Square Rods, more or less.

Also another piece of parcel of land, situate in Jerome Township, Union County Ohio, and in survey No. 10708, and joining the piece last described bounded and described as follows:

Beginning at a stone at the north west corner to a lot of land owned by Henry Brobeck, running thence in an easterly direction on the south line of said Brobeck's land Nineteen feet to a stake in said line; Thence in a north-westerly direction Twenty Six feet to a stone in the line of Elijah

H. Fox's land; thence in a westerly direction on the south line of said Fox, Five and one half feet to an alley; thence in a southerly direction along the west side of said alley Twenty Eight feet to the beginning, containing three hundred and eighteen and one half feet, be the same more or less.

Appraised at \$55.00 per acre, making \$4317.50

Plain City property appraised at 1160.00

Total \$5477.50

And that your proceedings you make known to our said Court of Common Pleas within sixty days from the date hereof, and have you then and there this writ.

(read)

Witness my hand and the seal of said Court, at Marysville, this 25th day of January, A. D. 1898.

J. N. Gosnell Clerk

By J. A. Gosnell Deputy.

Sheriff's Fees		\$	cts
Sheriff's Return	Service	25	
	Mileage	2	56
	Copy to Printer	25	
	Poundage	23	11
	Return	25	
	Dues & Recording	6	50
Total		32	92

As commanded by said writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio, and on the 28th day of February A. D. 1898, at 10 O'clock A. M. on said day, on the premises and 2 O'clock P. M. in said County, I offered for sale, at public auction, the lands and tenements described in this writ;

Thereupon appeared Johnson Morney, who bid for the same the sum of \$4396.00.

Also at 2 O'clock P. M. on said February 28th 1898, on the premises, in Plain City, Ohio, I offered the Town property described in this writ.

Thereupon appeared Azanna Morney who bid the sum of \$550.00, said sum being more than two-thirds of the appraised value, and they being the highest and best bidders was declared the purchaser.

J. Ed Robinson, Sheriff
Union County, Ohio.

Proof of Publication
7362

On the 28th day of February A. D. 1898, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Catherine Stewart
vs
Johnson Morney 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 on the premises, on Monday, February 28th, 1898, the land on the farm at or about the hour of 10 O'clock A. M. and the Plain City property in Plain City, Ohio, at or about the hour of 2 O'clock P. M. on said day the following described real estate to-wit:

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Situate in the Township of Jerome, County of Union and State of Ohio, and bounded and described as follows:

Being part of survey No. 3452 described as follows: Beginning at two beeches and a hickory at the north east corner of the original survey and southeast corner to Beverly Roy's survey No. 2925; thence with the line of survey No. 2925, South Eighty one deg. West One hundred and Nineteen poles to a red oak, two beeches and sugar tree, northwest corner of the original survey; thence with the west line of the original survey South Nine deg. West crossing the road at Sixty-two poles and a large branch at Seventy poles, One hundred and nine poles to a post at the northwest corner of lands sold to John Waggoner; thence with his line North Eighty deg. East Fifty nine poles and Twenty two links to a post; thence Fifty eight deg. East Seventeen poles in the county road, another corner to said Waggoner's land; thence with said road South Eighty one and one-half E. Forty one poles to a post in the east line of said original survey; thence with said survey line North Six deg. Thirty nine West One hundred and Nineteen poles and Twenty one links to the place of beginning, containing Seventy-eight and one-half acres, be the same more or less.

Also the following described lands situate in Jerome Township, Union County, Ohio, and in survey No. 10708 within the corporate limits of Plain City, being part of Four and one-half (4 1/2) acres of land conveyed to Asa Converse May 13th 1864;

Beginning at a stone in the center of the Chulcuthe road and in the south line of Lucas Sullivan's Survey No. 10708; thence with said road North Twenty one deg. West Four poles to a stake; thence South Sixty nine deg. West Eleven poles and Twenty links to an alley; thence South Twenty one deg. East One pole and Fifteen links to said Sullivan's line; thence with said line North Eighty and one-fourth deg. East Twelve poles to the beginning, containing Thirty-one square rods more or less.

Also another piece or parcel of land situate in Jerome Township, Union County, Ohio, and in survey No. 10708 and joining the last piece described, bounded and described as follows:

Beginning at a stone at the northwest corner to a lot of land owned by Henry Brobeck, running thence in an easterly direction on the south line of said Brobeck's land Nineteen feet to a stake in said line; thence in a northerly direction Twenty Six feet to a stone in the line of Elijah H. Fox's land; thence in a westerly direction on the south line of said Fox's Five and one-half feet to an alley; thence in a southerly direction along the west side of said alley Twenty Eight feet to the beginning, containing Three hundred and Eighteen and one-half feet be the same

more or less.

Land appraised at \$55.00 per acre. Total, \$4317.50.

Plain City property appraised at \$1160.00.

Terms of sale, One-third cash, One-third in one year and one-third in two years; defend payments to be secured by first mortgage on premises and to draw interest from day of sale.

J. Ed Robinson, Sheriff of Union County, Ohio.

January 26, 1898.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with January 26th 1898.

W. O. Shaver,

Sworn to and subscribed before me, this 28th day of February, 1898.

(seal)

J. D. Cornell Clerk

Printers Fees \$28.00

On the 4th day of April A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7362

Catharine E. Stewart vs Johnson Morney et al
County of Common Pleas Union County, Ohio.

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

And the Sheriff is ordered by due duty executed to convey said premises, situate in Plain City, Ohio, as described in the petition to the purchaser Rosanna Morney, free of the dower estate of the said Rosanna Morney.

And the said Sheriff is ordered by due duty executed to convey said "Farm premises, of Seventy Eight and one-half acres, described in the petition, to the purchaser, Johnson Morney, free of the dower estate of the said Rosanna Morney.

And the said Rosanna Morney, having by her answer elected to receive in lieu of her dower its value in money, the Court find the just and reasonable value thereof to be \$496.55.

It is further ordered that out of the proceeds of said sales the Sheriff pay:

First: To the Treasurer of Union County \$34.85 being the taxes and penalty due on said premises.

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Second. To the Clerk of this Court the costs of this action, including a counsel fee of \$134.72, to R. McHenry and Cameron and Cameron, a counsel fee of \$90.28 to J. W. Robinson, C. C. Fisher and Howard C. Black for their services herein, taxed at \$338.70.

Thirdly: To Rosanna Morony, the said sum of \$496.55 and for her full down interest in the said premises.

Fourthly: And of the residue of the proceeds of said sale, to the plaintiff, Catherine E. Stewart, the one fifth of the cash proceeds, to-wit: the sum of \$, and that the said Sheriff take two promissory notes from the said purchaser Johnson Morony, for said deferred payments, in the amount of \$293.07, each, with interest at the rate of Six per cent per annum, from the date of confirmation to the date of the maturity thereof respectively.

To the said defendant Johnson Morony, the one-fifth of the cash of the Plain City proceeds, to-wit: the sum of \$, and that he receipt to the Sheriff for his one-fifth distributive share in said farm property, he being the purchaser thereof.

To Ross M. Morony, one of the defendants herein, the one-fifth of the cash proceeds, to-wit: the sum of \$, and that the Sheriff take two promissory notes from the said purchaser Johnson Morony, for said deferred payments, in the amount of \$293.07, each, with interest at the rate of Six per cent per annum from the date of confirmation of sale to the date of maturity thereof respectively.

To Rhoda W. Wolfert the one-fifth of the cash proceeds to-wit: the sum of \$, and that the Sheriff take two promissory notes from the said purchaser, Johnson Morony, for said deferred payments, in the sum of \$293.07, each, with interest at the rate of Six per cent per annum from the date of confirmation of sale to the date of maturity thereof respectively.

To Mary Jane Lane, the one-fifth of the cash proceeds to-wit: the sum of \$, and that the said Sheriff take two promissory notes from said purchaser, Johnson Morony, for said deferred payments, in the sum of \$, each, with interest at the rate of Six per cent per annum from the date of confirmation of said sale to the date of maturity thereof respectively.

And that the Sheriff distribute said promissory notes between said parties in the same above mentioned proportions.

The said deferred payments are to be secured by mortgage on the premises, taken in the name of said Sheriff for the use and benefit of said parties respectively.

Attest

J. H. Hosnell Clerk
By J. W. A. Hosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, 1898; on the 4th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 30th day of December A. D. 1897, Arlo W. Finestone filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Walter D. Jones, John W. Hamilton, L. R. Jones, Charles E. Hill, Frank R. Craig and The Champion Novelty Company of Dayton, Ohio, to-wit:

Petition
7489

Arlo W. Finestone
vs
Walter D. Jones, John W. Hamilton, L. R. Jones, Charles E. Hill, Frank R. Craig and The Champion Novelty Company of Dayton, Ohio.

Court of Common Pleas
Union County, Ohio.

The plaintiff says that he is the owner and in possession of the following described real estate, situate in the State of Ohio, County of Union and Village of Marysville and beginning at the North west corner of Third (formerly Madam) Street and Main Street in the West margin of said Main Street; thence 5 East about 94 feet with the West margin of said main Street to the South west corner of a parcel of ground conveyed to P. B. Cole by Samuel Turner (the executor of Robert Turner deceased), May 29th 1869; thence with the South line of said parcel of ground North 85 West 198 feet to a stake; thence South 5 West about 94 feet to a stake in the North margin of said Third Street; thence South 85 East One Hundred and ninety Eight (198) to the place of beginning, containing One Half of an acre, more or less, being the same premises conveyed by Eleanor Tatum to the Davis Chair Company by deed dated May 4th 1892.

The plaintiff says that for more than a year last past he has been engaged in carrying on the business and using the above described land and property as a plant for manufacturing Piano chairs and Stools and other fancy chairs and stools covered by certain patents.

That during the time of his carrying on the said business the plaintiff has accumulated a large quantity of material to be used in said manufacture and a large number of accounts due him from various patrons of his said business, which accounts aggregate more than \$1500 and which book of accounts is still

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That during the last week the said Walter D. Jones, John W. Hamilton and Charles E. Hill, came to the plaintiff and represented to him that they were all men of large wealth and in high financial standing in Dayton Ohio, and that they had caused to be incorporated a Company known as "The Champion Novelty Company" and that said corporation was incorporated to manufacture chairs and other articles, that its capital stock was Fifty thousand Dollars and that the capital stock was worth more than two-thirds of the stock had been subscribed and paid for in full and further represented that said defendants had bought up other chair manufacturing companies to the number of six or seven and that said company had a large capital and credit and that its business was increasing and making large profits and that if the plaintiff would turn over to the said company his said real estate, supplies and business and take stock for the same in said company, his stock the day of its issue would be and was worth more than par.

The defendants Jones, Hill and Hamilton pretending to represent the said company, also represented themselves to be men of large means and credit and that would give plaintiff \$8000 in the stock of said company and that said Hamilton would pay plaintiff \$2000 in 60 days for which he would give his promissory note.

They further represented that said Hamilton was a man of large property and good credit and his note was good bankable paper and that they would secure said paper by issuing to plaintiff an additional stock of \$2000, which stock was worth more than par, and that plaintiff would be getting more than \$10,000 for his said property.

The plaintiff says that said defendants were strangers to him and that he trusted and relied upon their said representations and was induced thereby to accept said proposition, and accordingly on the 29th day of December, 1897, the plaintiff with his wife Myrtle joining, executed a deed for the said real estate to said Champion Novelty Company and thereby conveyed to it said real estate and agreed to transfer his said stock and machinery, materials and accounts to the said company, and that said Jones, Hamilton and Hill, delivered to the plaintiff ten certificates of stock of \$1000 each and gave the plaintiff Hamilton's note due in 60 days for \$2000.

The plaintiff says: That he is still in possession of said real estate, of all the lumber and material

and of said book of accounts but said defendants have filed said deed for record but the same has not been recorded.

The plaintiff says that the said deed was filed for record late last night and said Jones and Hamilton left the Village of Marysville immediately after leaving said deed for record but left said Hill who represents himself to be a general agent for said company and said Hill and other defendants are all seeking to get possession of said property and are threatening to convey or encumber the same.

The plaintiff says that since making said deed he has learned that the several representations made to him were false and fraudulent and were made to deceive and defraud him.

That while said Champion Novelty Company has filed articles of incorporation with the Secretary of State for Ohio.

It has not otherwise complied with the law, either in its organization or in its payment of the capital stock and that the said Hamilton who gave his note is not personally able to meet the same and is not of good credit and that in fact said stock is worthless and said note cannot be collected and the plaintiff has received no consideration for his said property and said deed is wholly without consideration.

The plaintiff says that since the discovery of said fraud he has not had time or opportunity to tender said note or certificates back to the defendants but he makes the under now and brings said note and certificates into court to be delivered up to said defendants.

The plaintiff says that if the said defendants are permitted to get possession of the said property or to encumber or convey the same it will cause to him great and irreparable injury.

Wherefore the plaintiff prays that each and all of said defendants may be enjoined from in any manner interfering with the plaintiff in his possession use and occupancy of said real and personal property and enjoined from collecting or attempting to collect any of said accounts or in any manner interfering with the same and enjoined from having said deed recorded and from in any manner encumbering or conveying said real estate or personal property or disposing or attempting to dispose of the same, and that said deed may be declared void and be set aside, that the grantee in said deed may be ordered to reconvey said real and personal property to the plaintiff and that plaintiff's title to said land may

be granted further

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Receipte 7489

John W. vs

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Order of Injunction 7489

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John W. vs

John W. L. A. Jones E. Hill, The Champion Company Ed John

1897, et al and to have Judge temporary

be quitted and put at rest and for all such other and further relief as may be equitable and just.

Robinson & Woodburn & Ed
Cameron & Cameron
Attorneys for Plaintiff.

State of Ohio, Union County, ss.

Arlo W. Firestone being first duly sworn says that the facts stated and allegations in his foregoing petition made are true.

Arlo W. Firestone.

Sworn to before me and signed in my presence this 30th day of December 1897.

(seal)

James McCampbell
Probate Judge.

On the 30th day of December A. D. 1897, the following Decree was filed with the Clerk of this Court, to wit:

Decree
7489

Arlo W. Firestone

vs

Walter D. Jones et al

Court of Common Pleas
Union County, Ohio.

To the Clerk:

Issue summons for the within defendant, indorsed Injunction allowed, directed to the Sheriff of Union County and returnable according to law. Also summons directed to Sheriff of Montgomery County, Ohio.

Robinson & Woodburn & Ed
Cameron & Cameron
Attorneys for Plaintiff.

Temporary Injunction allowed this 30th day of December A. D. 1897.

James McCampbell
Probate Judge.

Order
of
Injunction
7489

On the 30th day of December A. D. 1897, the following Temporary Injunction was filed with the Clerk of this Court, to wit:

Arlo W. Firestone

vs

Walter D. Jones,
John W. Hamilton,
L. A. Jones, Charles
E. Hill, Frank R. Craig,
The Champion Novelty
Company & Dayton, Ohio,
Ed John Guthrie.

Before the Probate Judge.

Motion for temporary injunction in the
Court of Common Pleas,
Union County, Ohio.

And now, on this thirteenth day of December 1897, came the plaintiff by Robinson and Woodburn and 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 affidavits thereto attached and
 thereunto filed, and after hearing the argument of counsel,
 and being fully advised in the premises, it is ordered and
 considered that a temporary injunction to, and the same
 hereby is, allowed in this case to restrain the said defendants
 from in any manner interfering with the plaintiff in
 his possession and occupancy of the real and personal property
 in the petition described or from collecting or attempting
 to collect any of the accounts in the petition mentioned
 or in any manner interfering with the same; and
 from having the deed in the petition mentioned, recorded,
 and from in any manner encumbering or conveying
 said real or personal property or disposing of, or attempting
 to dispose of the same 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 under said
 injunction allowed on said plaintiff's giving an undertaking
 to the said defendants, conditioned to have with security to
 be accepted by the said Clerk of the Court of Common
 Pleas, in the sum of \$100.00

James McCampbell
 Probate Judge

The State of Ohio, Union County, ss.

I, James McCampbell, sole Judge
 and ex-officio Clerk of the Probate Court, within and for
 the aforesaid County and State, do hereby certify the fore-
 going 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, this 30th day
 of December A. D. 1897.

James McCampbell
 Judge and ex-officio Clerk

On the 30th day of December A. D. 1897, the following Summons
 was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Walter
 F. Jones, John W. Hamilton, L. R. Jones, Charles E. Hill, Frank
 R. Craig and the Champion Novelty Company of Dayton, Ohio,
 that they have been sued by Aulo W. Froestone, in the Court
 of Common Pleas of Union County, and must answer
 by the 29th day of January 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 10th day of January A. D. 1898.

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Witness my hand and the seal of said Court, this 30th day of December A. D. 1897.

(Seal)

J. N. Grinnell Clerk.

Indorsed "In action for injunction" Injunction allowed. Afterward on the 5th day of January A. D. 1898, the Sheriff of said County, returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return

Sherriff's Fees	do
Service & Return	65
Mileage	16
Copies	45
Total	\$1 26

The State of Ohio, Minn County.

Received this writ December 30th A. D. 1897 at 2 O'clock P. M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to Charles E. Hill as a member of the Champion Novelty Company of Dayton, Ohio, also to Charles E. Hill personally as business manager of the Champion Novelty Company of Dayton Ohio, on the 30th day of December 1897, at 2²² P. M. after diligent search and inquiry, Walter D. Jones, John W. Hamilton, L. R. Jones, Frank R. Craig of the Champion Novelty Company, of Dayton, Ohio, were not to be found within my Bailwick.

J. Ed Robinson Sheriff.

On the 30th day of December A. D. 1897, the following summons was issued by the clerk of this Court, to wit:

Summons

The State of Ohio, Minn County.

To the Sheriff of Montgomery County:

You are hereby commanded to notify Walter D. Jones, John W. Hamilton, L. R. Jones, Charles E. Hill, Frank R. Craig and the Champion Novelty Company of Dayton Ohio, that they have been sued by Mrs W. Freestone, in the Court of Common Pleas of Minn County, and must answer by the 29th day of January, 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 10th day of January A. D. 1898.

Witness my hand and the seal of said Court, this 30th day of December A. D. 1897.

(Seal)

J. N. Grinnell Clerk.

Indorsed "In action for injunction" Injunction allowed. Afterward on the 11th day of January A. D. 1898, the Sheriff of said County, returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return

Sherriff's Fees	\$ do
Service & Return	1 35
Mileage	1 20
Copies	1 80
Total	4 35

The State of Ohio, Montgomery County.

Received this writ December 31st A. D. 1897, at 9 O'clock A. M. and served same by handing to said Walter D. Jones & Charles E. Hill, Frank R. Craig a copy thereof with the endorsements thereon on the 6th day of January A. D. 1898,

and on the 6th day of January A. D. 1898, I left a like copy thereof with the endorsements thereon at the usual place of residence of John W. Hamilton and J. R. Jones.

Charles Amerson Sheriff of
Montgomery County
By John A. Knight, Deputy.

On the 11th day of January A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion Arlo W. Firestone
7489 vs
The Champion Nurdley Company et al.

Court of Common Pleas
Union County, Ohio.

The defendants except Frank R. Craig and L. R. Jones move the Court to dissolve the temporary injunction granted in this case by the Probate Court of said County, for reasons set forth in affidavits on file

Henry F. Kollen and
Porter & Porter
Atty. for Defs.

On the 11th day of January A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion Arlo Firestone
7489 vs
The Champion Nurdley Company and others

Court of Common Pleas
Union County, Ohio.

The defendants except Frank R. Craig and L. R. Jones move the Court to require the injunction bond, executed and filed by the plaintiff in this cause for the reason that this action involves property to the amount of some Ten Thousand Dollars, it being a manufacturing of Piano Chairs and Stools and other fancy chairs and stools, and that the defendants being tied up by said restraining order, cannot proceed with said manufacturing plant in any way, and any delay will work to them a great and irreparable damage and injury, and also for reasons set forth in affidavits on file.

Said bond filed is only in the sum of \$100.00 which is wholly inadequate and insufficient.

Henry F. Kollen and
Porter and Porter
Atty. for Defs.

On the 7th day of February A. D. 1898, the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer Arlo W. Firestone
7489 vs
Walter D. Jones et al

Court of Common Pleas
Union County, Ohio.

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And now comes the said defendants Frank R. Craig and L. R. Jones and for themselves each demur to the petition herein for the reason that same do not state facts sufficient to constitute a cause of action against them or either of them.

Nolan Ed Porter Porter
Atty. for Craig and L.R. Jones.

On the 8th day of February A. D. 1898, the following Demurrer was filed with the Clerk of this Court to-wit:

Demurrer
7489
Arlo W. Firestone vs
Walter D. Jones et al
Court of Common Pleas
Main County, Ohio

The defendants L. R. Jones and Frank R. Craig demur to the petition of plaintiff and for ground of demurrer say-

1st That said petition does not state facts sufficient to constitute a cause of action against said defendants, or either of them.

Nolan, Porter Porter
Atty. for said Defendants.

On the 5th day of April A. D. 1898, the following Entry was filed with the Clerk of this Court to-wit:

Entry
7489
Arlo W. Firestone vs
Walter D. Jones Ed
The Champion Novelty
Company et als.
Court of Common Pleas
Main County, Ohio

This day came the parties by their attorneys and this cause was submitted to the Court upon the motion to dissolve the injunction heretofore granted herein, and upon the motion to increase the injunction bond, and the Court being fully advised in the premises overrules both said motions.

The defendants L. R. Jones and Frank R. Craig asked and had leave of the Court to withdraw from the files the demur filed by them.

And the defendants not desiring to plead to the petition, this cause was by consent of all the parties submitted to the Court upon the petition and evidence.

On consideration whereof the Court being fully advised in the premises finds in favor of the plaintiff, and that the defendants The Champion Novelty Company of Dayton Ohio, did obtain from the plaintiff the deed of conveyance in the petition described by fraud and misrepresentation, as the plaintiff has in his petition alleged and that the plaintiff was induced to enter into the contract set forth in the petition by fraud and misrepresentation as in the said petition set forth.

The Court further find that the plaintiff is possessor of the premises in the petition described, and that since this action was brought the defendants have received back and accepted the \$2000.00 note and the \$10,000.00 stock set forth in the petition and said defendants have been in all things fully restored.

It is therefore considered and decreed by the Court that the said deed of conveyance in the petition described, from the said Arlo W. Frostone to the said the Champion Novelty Company, of Dayton, Ohio, be, and the same is hereby set aside, vacated, and declared to be of no force and effect in law, to affect or convey the title of the said described premises to the said the Champion Novelty Company, of Dayton, Ohio.

It is further considered and decreed by the Court that the injunction heretofore granted be, and the same is hereby made perpetual.

And it is further ordered that the plaintiff pay the costs hereof taxed to \$

Cameron Ed Cameron

Attorneys for Plaintiff

O. K. Porter Ed Porter

Attys for Champion Novelty Co.

Attest

J. M. Bosnell Clerk

By J. A. Bosnell Deputy.



Also continued and held at the Court House in Mayville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, 1898; on the 7th day of April, in the year of our Lord one thousand eight hundred and ninety eight.

Be it remembered that on the 5th day of April A. D. 1898, F. J. Arthur filed in the Clerk's office of the said Court of Common Pleas, the following petition against Catherine Wood et al, to-wit:

Petition F. J. Arthur

7581

Catherine Wood
William H. Wood
Hylas Wood

Court of Common Pleas
Union County, Ohio.

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:

\$ 298.00

Mayville Ohio, April 7, 1897.

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personally promise to pay to F. J. Astor, or order, at Mansfield, Ohio, Two Hundred and Ninety Eight Dollars, for value received with interest at eight per cent after maturity, and from April 1st 1897, payable annually.

And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us or either of us, at any time after the same shall become due, in any court of record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us or either of us, in favor of the holder or holders of this Note, 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 7th day of April A. D. 1897.

Catharine Wood (seal)
William B. Wood (seal)
Hylas Wood (seal)

September 23rd 1897, Credit by \$1250.

And we hereby authorize any Attorney at Law, to appear for us and either of us in an action upon the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us and confess judgment in favor of the legal holder of the above against us for the amount that may that may be due, with interest at the rate therein mentioned, and costs of suit; and to waive and release all errors in said proceedings, p[er]tains in error, and the right of appeal from the judgment rendered.

Witness our hands and seals.

Catharine Wood
William B. Wood
Hylas Wood

There is due to plaintiff from the defendant on said note the sum of Three Hundred Eight and 37/100 (\$308.35) Dollars, which he claims with interest from the day A. D. 1897, at per cent per annum, and for which with costs of suit, ask judgment against the defendant.

F. J. Astor
Atty. for Plff.

The State of Ohio, Union County, ss.

F. J. Astor being sworn, says that he is the plaintiff above named, and that the facts stated and allegations in said Petition are, as officiant believes true.

F. J. Astor.

Sworn to before me, and signed in my presence, this 4th day of April, A. D. 1898.

(seal)

Jos. A. Roswell Deputy Clerk

On the 4th day of April A. D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:

Answer
75-31
F. T. Arthur
vs
Catherine Wood,
William H. Wood
Ed Hylas Wood

Court of Common Pleas
Union County, Ohio.

The defendants, Catherine Wood, William H. Wood and Hylas Wood by John M. Bordrick Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the writ sued on in this suit, and which writ, with the accompanying Warrant of Attorney, is produced and shown in 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 John M. Bordrick 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 his petition set forth, and that the amount due upon said indebtedness at this day is the sum of Three Hundred Eight and 37/100 (\$308.35) Dollars, bearing interest at Eight per cent per annum, and therefore, for that sum, with interest from April 4th 1898, at Eight per cent per annum and accruing unto confess judgment in favor of the plaintiff, and waive and release all errors in this proceedings and said judgment, and all proceedings, petitions, and writs of error therein.

John M. Bordrick
Attorney for Defendants.

On the 4th day of April A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
75-31
F. T. Arthur
vs
Catherine Wood
William H. Wood
Ed Hylas Wood

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by his Attorney, and filed his petition against said defendants, and thereupon John M. Bordrick, an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly authorized by said defendants now produced in open Court, personally 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

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Petition
7491

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said defendants did owe and were indebted unto the plaintiff as he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of Three Hundred Eight & 37/100 (\$308.35) 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 F. T. Arthur Plaintiff do recover of the said Catherine Wood, William W. Wood and Syllas Wood, defendants, the sum of Three Hundred Eight and 37/100 (\$308.35) Dollars, so confessed, as aforesaid, with interest from April 4, 1895, at Eight 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 proceedings, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

Attest

J. N. Hosnell

Clerk

By pro A. Hosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Demean Dow, Judge of said Court, of the Term of April, to-wit, on the 4th day of April, in the year of our Lord One thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 3rd day of January A. D. 1898, Matthias Luschky, filed in the Clerk's office of the said Court of Common Pleas the following Petition against John Rausch et al to-wit:

Petition
7491

Matthias Luschky
vs
John Rausch and
Margaret Rausch his
wife; Christopher Rausch,
George Adam Rausch,
Anna Barbara String,
John George Rausch,
Mary Maggie Rausch & El
George Casper Rausch

Court of Common Pleas
Union County, Ohio.

Petition.

1. For a first cause of action against said defendants, John Rausch and Margaret Rausch, the plaintiff, Matthias Luschky, says that there is due to him from said John Rausch and Margaret Rausch on the promissory note of said John Rausch and Margaret Rausch

The sum of Six Hundred and Thirty Seven and ²⁹/₁₀₀ Dollars with interest from the 1st day of March A.D. 1897, at the rate of Eight per cent per annum, of which promising note the following is a copy, with all the credits and indorsements thereon, to-wit:

\$800 -

Dearsville, Ohio, March 4, 1897.

Six months after date we promise to pay to the order of Matthias Luschky, Eight Hundred Dollars, with interest at Eight per cent per annum, - Value received.

John Rausch
Margaretha Rausch

Credits and indorsements as follows:

"March 17th 1897, Received of John Rausch One Hundred and Sixty Five Dollars to apply on within note.

For a second cause of action the plaintiff adopts the first cause of action and says:

That to secure the payment of said promising note hereinbefore mentioned, according to the tenor and effect thereof, the said John Rausch and Margaretha Rausch together with his said wife, the defendant, Margaretha Rausch duly executed, and acknowledged, and delivered to plaintiff, the said Margaretha Rausch joining with her said husband in the granting part, the signing, and acknowledgment thereof, their certain mortgage deed, bearing date on the 4th day of March A. D. 1897, and thereby conveyed to the plaintiff, in fee simple, free from all rights, including that of dower of said Margaretha Rausch in and to the same, the following described lands, tenements and hereditaments, situate in said County of Union, and State of Ohio, to-wit:

Part of Survey No. 4072, being the east half of the following described premises (for plat and complete description of said East half reference is hereby made to a survey of the same made on the 9th day of February 1883, and recorded in Vol. 3 page 245 of the record of the surveys of Union County, Ohio, by which survey said East half contains 101 ¹/₄ acres of land):

Beginning at the south west corner of said survey No. 4072, witnessed by two elms and a red oak) Thence North Eleven and one-half deg. West One hundred and thirty-eight and four-tenths poles with the west line of survey to a corner, being the south west corner of a lot conveyed to Abraham Amrine; Thence North Twenty-one deg. Fifty min. East Two hundred and thirty-eight and one-half poles to a corner in the line of a lot of land in said Survey conveyed to said Dyal and Stewart; Thence with the last named lot of land South Eight and three-fourth deg. east One hundred and thirty seven poles to a stone and a corner being the south east corner to said Dyal and Stewart land; Thence South Eighty one deg. Thirty Eight min. West

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with the South line of said Survey Two hundred and thirty two and fifty six one hundredths to the beginning, containing Two hundred and two and one hundred and twelve one hundred and sixtieth acres of land more or less.

Said mortgage was delivered to the Recorder, in the Recorder's Office of said County, for record, according to law, on the 4th day of March, 1897, at 4³⁰ O'clock P. M. and was duly recorded in Book 36 page 161.

That said mortgage deed has a condition therein written that, in case the said John Rausch or Margaret Rausch should pay, or cause to be paid said promissory notes when and as they respectively become due, then said deed should be void, otherwise to be and remain in full force.

That said John Rausch and Margaret Rausch have wholly failed to pay said promissory note or any part thereof, except as shown herein, though the same is past due, wherefore said mortgage deed has become absolute.

And the plaintiff further says that said defendants Christopher Rausch, George Adam Rausch, Anna Barbara String, John George Rausch, Mary Maggie Rausch and George Casper Rausch claim to have some lien upon or interest in said above described premises, as does the said defendant.

Wherefore the plaintiff ask for judgment against said defendants John Rausch and Margaret Rausch for the sum of Six hundred and thirty seven and 29/100 Dollars, with interest on Six hundred and thirty seven and 29/100 Dollars, from March 17th 1897, at eight per cent.

That said mortgage deed be foreclosed; also that said Christopher Rausch, George Adam Rausch, Anna Barbara String, John George Rausch, Mary Maggie Rausch and George Casper Rausch be required to set up the nature, amounts, etc respectively, of their said asserted liens and claims in and upon said premises; that said premises be sold, as upon execution, to satisfy plaintiff's said mortgage indebtedness from said John Rausch and Margaret Rausch, and the judgment by plaintiff so to be obtained, that the respective rights, liens, and claims of the plaintiff and of said Christopher Rausch, George Adam Rausch, Anna Barbara String, John George Rausch, Mary Maggie Rausch and George Casper Rausch be marshaled and determined by the Court; for costs and all proper relief.

J. H. Kinkade
Attorney for Plaintiff

The State of Ohio, Union County, ss.

Matthias Luschky the above named plaintiff, being duly sworn, says that he believes the facts stated in the foregoing petition to be true. Matthias Luschky.

Sworn to before me and signed in my presence this 3rd day of January, 1898.

J. N. Gosnell
Clerk of Courts.

On the 3rd day of January A. D. 1898, the following

Recipe
7491

Matthias Loschky
vs
John Rausch et al

Court of Common Pleas
Winn County, Ohio

To the Clerk;

Issue Summons herein returnable according to law, to the Sheriff of Winn County, Ohio,

J. H. Kinkade
Atty. for Opp.

On the 3rd day of January A. D. 1898, the following Summons

Summons

was issued by the Clerk of this Court, to-wit:
The State of Ohio, Winn County,
To the Sheriff of said County;

You are hereby commanded to notify John Rausch and Margant Rausch his wife, Christopher Rausch, George Adam Rausch, Anna Barbara Stung, John George Rausch and George Casper Rausch, that they have been sued by Matthias Loschky in the Court of Common Pleas of Winn County, and must answer by the 5th day of February 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 17th day of January A. D. 1898.

(seal) Witness my hand and the seal of said Court, this 3rd day of January A. D. 1898.
J. N. Gosnell Clerk.

Indorsed "In action for Petition on note and mortgage and foreclosure, and to Marshal Sims.

J. H. Kinkade
Atty. for Opp.

On the 15th day of January A. D. 1898, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows,

Sherriff's Fees	\$	do
Service & Return	1	55
Outrage	2	88
Copies	1	20
Total	5	63

The State of Ohio, Winn County,
Received this writ January 4th A. D. 1898, at 8 O'clock A. M. and same came by delivering a true and correct copy of this writ with all of the indorsements thereon to John Rausch, George Adam Rausch, John George Rausch, May Maggie Rausch, and George Casper Rausch personally, to Margant Rausch Christopher Rausch and Anna Barbara Stung by leaving copies at their usual place of residence on January 15, 1898.

Sherriff's
Return

Summons
7491

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J. Ed Robinson Sheriff
of Allen Harris Deputy

January 15th 1898, I hereby waive the issuing and service
of summons in this case and enter my appearance herein.
Mary Maggie Nield.

Answer
to
Cross-petition
7491

On the 20th day of January A. D. 1898, the following answer and
Cross-petition was filed with the Clerk of this Court to-wit:
Matthias Luschky
vs
John Rausch et al
County of Common Pleas
Union County, Ohio.

The defendants George Adam Rausch, Anna Bar-
bara Stung, Mary Maggie Nield, Christopher Rausch and
John George Rausch now come and for their answer and
Cross-petition say:

That on the first day of April, 1889 these said
defendants sold and conveyed to John Rausch the 101¹/₄
acres of land described in the petition of the plaintiff by
their deed in fee simple and the said John Rausch then
executed to these said defendants his promissory note for
a part of the purchase money therefor to-wit, to Christopher
Rausch his note for Five Hundred and fifty five dollars
due with six per cent interest in twenty one months; to
Mary Maggie Rausch, now Mary Maggie Nield his note for
same amount due in forty five months with six per cent
interest; to John George Rausch his note for same amount
due in forty five months with six per cent interest, one to
Anna Barbara Stung for same amount due with six per cent
interest in thirty three months - and one to George Adam
Rausch for same amount due in thirty three months with
interest from date all of which notes these defendants still
own.

That afterward on the 18th day of May 1894, said John
Rausch and Margaret Rausch his wife sold and conveyed
to these defendants said 101¹/₄ acres of land by mortgage deed to
secure said purchase money which mortgage contained a condi-
tion of defeasance that if said Rausch and wife should pay
said five notes given for said purchase money that said con-
veyance should become void but otherwise to remain in full
force.

That said mortgage was duly recorded in Volume 34,
page 43 of Union County, Ohio Record of Mortgages on the 26th
of May 1894.

That at the time said land was sold as aforesaid
to said John Rausch the said John Rausch agreed with said
grantors that he would pay them interest on said notes at
six per cent per annum payable annually, but by the
mutual mistake of said parties there to the said notes failed to
contain the true agreement of the said parties and provide
the payment of interest thereon annually, but said John

Rausch did in part pay the interest annually to Christopher Rausch annually for three years up to April 1, 1893, and to Mary Maggie Rausch the interest for one year to April 1, 1890 - to John George Rausch for one year to the 1st of April 1890 - to Anna Barbara String each year for three years to April 1, 1890 - and to George Adam Rausch the interest on his note for three years to April 1, 1892, but he has not paid any other sum thereon and there is due each of them the sum of five hundred and fifty five Dollars with interest at six per cent from April 1, 1889, payable annually except said payments which are made on said notes as aforesaid.

The said plaintiff had full knowledge of said mortgage and of said facts when he subsequently on the 4th of March, 1897, recd said mortgage mentioned in his petition.

The said defendants say said notes and mortgage to them should in equity to be reformed or so to draw annual interest as agreed upon and that the said several sums due them on said prior mortgage be declared a prior lien on said farm.

Therefore said defendants ask the Court to reform said notes and mortgage according said agreement and that the amount due them be ascertained and decreed to be paid out of said lands when sold and for other proper relief.

Robertson Ed Woodburn
Atty. for Defendants.

= The State of Ohio, Union County, ss.

We Christopher Rausch and George Adam Rausch being duly sworn say, we believe the allegations of the foregoing cross petition are true as they each believe.

Christopher Rausch
George Adam Rausch

Sworn to before me and signed in my presence this 30th day January, 1898.

(seal)

L. Piper
Notary Public

In and for Union County, Ohio.

On the 8th day of February A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7491

Matthias Luschky

Court of Common Pleas
Union County Ohio.

John Rausch and
Margaret Rausch
his wife and others

This day came the parties and submitted this cause to the Court upon the petition of plaintiff and

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the cross-petition of George Adam Rausch, Anna Barbara Stung, Mary Maggie Rausch (now Nicol) Christopher Rausch and John George Rausch and upon the evidence.

Whereupon the Court find that due process has issued been duly served in this case and that there is due the plaintiff as alleged in his petition from said John Rausch defendant the sum of Six Hundred and Eighty Two & $\frac{1}{100}$ Dollars, which is entitled to draw interest at Eight per cent from this date, which is secured by mortgage of said John Rausch and his wife Margaret Rausch upon the lands in said petition described, and that plaintiff has a lien on said land for said sum by reason of his mortgage from March 4, 1897.

It is therefore considered ordered and adjudged by the Court that within five days the said John Rausch and Margaret Rausch pay said sum of to the plaintiff and the costs herein expended by plaintiff and in default of said payment that an order of sale issue to the Sheriff of this County, commanding him to appraise, advertise and sell said real estate according to law, to satisfy said sum and costs and increase costs, and execution issue for the balance of said claim if any.

And the cause being further heard by the Court on the said cross-petition and evidence, the Court find there is a mistake in said note as alleged in said cross-petition, and that it was the agreement of said parties when said note were executed to have the interest thereon stated in said note at six per cent payable annually, and that by the mutual mistake of said parties the note failed to express said agreement.

Therefore the Court orders that said mistake be corrected and said agreement reformed so as to express said the terms thereof agreed upon.

Whereupon the Court find there is due to Mary Maggie Rausch (now Nicol) on her note the sum of Eight Hundred and Sixteen and $\frac{5}{100}$ on simple interest and Eight Hundred and Seventy Seven Dollars on interest payable annually.

To George Adam Rausch, on his note the sum of Eight Hundred and Sixteen and $\frac{5}{100}$ on simple interest and Eight Hundred and Seventy Seven on interest payable annually.

To Christopher Rausch on his note the sum of Seven Hundred and Forty Nine and $\frac{9}{100}$ Dollars on simple interest, and Seven Hundred and Eighty Dollars on interest payable annually.

To Anna Barbara Stung on her note the sum of Seven Hundred and Forty Nine and $\frac{9}{100}$ Dollars on simple interest and Seven Hundred and Eighty Dollars on interest payable annually.

To George Adam Rausch on his note the sum of

Seven Hundred and Forty Nine and 9/100 Dollars simple interest and Seven Hundred and Eighty Dollars on interest payable annually making Three Thousand Eight Hundred and Eighty Three and 9/100 Dollars, when calculated at simple interest and Four Thousand and Ninety Four Dollars calculated at annual interest.

It is therefore considered, ordered and adjudged by the Court, that said John Rausch and Margaret Rausch within five days pay to said parties Mary Maggie Nicole, John George Rausch, Christopher Rausch, Anna Barbara String and George Adam Rausch said sum of Four Thousand and Ninety-four Dollars and costs herein expended by them taxed to β and interest from this date.

And the Court find said last mentioned parties hold a lien on said land for said sum by reason of said mortgage from May 26, 1894, and that their lien on said land is prior and better than plaintiffs lien thereon except as to Two Hundred and Ten and 9/100 Dollars, the difference between the simple and annual interest.

The Court find that plaintiff hath the prior lien as an innocent purchaser without notice.

It is therefore ordered and decreed by the Court that if said John Rausch and his wife Margaret Rausch fail for five days to pay said sum and costs and interest from this date that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell said real estate for one-half cash, one-fourth in one year and one-fourth in two years, secured by mortgage on premises, according to law to satisfy said claim and report his proceedings to this Court.

Winkade for Off.

On the 14th day of February A. D. 1898, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7491
Matthias Luschky
vs
John Rausch Et
Margaret Rausch

Court of Common Pleas
Union County, Ohio.

To the Clerk of Court:

Issue Order of sale in the above case, directed to the Sheriff of Union County, Ohio, returnable according to law.

J. H. Winkade
Attorney for Plaintiff.

On the 14th day of February A. D. 1898, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Order
of
Sale

The State of Ohio, Union County, ss:
To the Sheriff of said County, Greeting:

Whereas, at a Court of Common Pleas, holden at

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the Court House in Marysville, in said County of Minn., on the 8th day of February, 1898, Mathias Luschky obtained a judgment and decree against John Rausch for the sum of Six Hundred and Eighty Two and 64/100 Dollars, and costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said John Rausch within five days from the 8th day of February A. D. 1898, pay unto the said Mathias Luschky, the said sum of Six Hundred and Eighty Two and 64/100 Dollars, with interest from the 8th day of February, 1898, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and Executions at law, to sell the real estate described in the plaintiffs petition &c.

And whereas the five days aforesaid have fully expired, and the said sum of Six Hundred and Eighty Two and 64/100 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 Minn. County, Wis., to-wit:

Part of Survey No. 4072, being the east half of the following described premises (for plat and complete description of said East half reference is hereby made to a survey of the same made on the 27th day of February 1883, and recorded in Volume 3 page 245 of the records of the surveys of Minn. County, Wis., by which survey said east half contains 101 1/4 acres of land).

Beginning at the South west corner of said Survey No. 4072, witnessed by two Elms and a red oak) thence North eleven and one-half deg. West One Hundred and Thirty Eight and four tenths poles with the west line of survey to a corner, being the south west corner of a lot conveyed to Abraham Amrine; thence North Twenty-one deg. Fifty min. East Two Hundred and thirty eight and one-half poles to a corner in the line of a lot of land in said Survey conveyed to said Dyal and Stewart; thence with the last mentioned lot of land South Eight and three-fourths deg. East One Hundred and thirty seven poles to a stone and a corner being the south east corner to said Dyal and Stewart land; thence South Eighty one deg. thirty-eight min. West with the south line of said Survey Two Hundred and thirty-two and fifty-six one hundredths poles to the beginning, containing Two Hundred and Two and One Hundred and twelve One Hundred and six tenths acres of land more or less.

And wherefore we command you, that you proceed to carry said order, judgment, and decree into execution

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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 February A. D. 1898.

J. N. Roswell Clerk
By J. W. A. Roswell Deputy

Afterward on the 19th day of March A. D. 1898, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Sherriff's Return

Sherriff's Fees		
Service	25	
Levy	25	
Sum Appraisals	20	
Inventory	25	
Writing Appraisal	25	
Copy of "	25	
Notice to Painter	25	
Writing Notice	25	
Mileage	48	
Return	25	
Total	3 68	
Appraisers Fees	3 00	

The State of Ohio, Minn. County, ss.

In obedience to the command of the order of sale hereto annexed, I did on the 14th day of February A. D. 1898, summon Levi Kiran, Thomas M. Brannon and John Wiley, 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 14th day of February A. D. 1898, 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 Forty eight 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 16th day of February A. D. 1898, I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Minn. County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 19th day of February A. D. 1898 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 19th day of March A. D. 1898, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and there and there came Christopher Rausch, George Adam Rausch, Anna Barbara String, John George Rausch and Mary Maggie Nicol, who bid for the same the sum of thirty three Hundred and Forty-one Dollars, and said sum being more than two-thirds of the

Sherriff's Sale
7491

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appraised value thereof, and said Christopher Rausch, George Adam Rausch Anna Barbara Stung, John George Rausch and Mary Maggie Nicol, being the highest and best bidders therefor, I then and there publicly sold and struck off said lands and unements to them for said sum of thirty three Hundred and Forty One and 24/100 Dollars.

J. Ed. Robinson, Sheriff.

On the 4th day of April A. D. 1895, the following Proof of Publication was filed with the clerk of this Court, to-wit:

J. H. Tomblade Attorney.

Sherriff's Sale
7491

Matthias Loschky
John Rausch seal

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 south door of the Court House in Marysville, Ohio, on Saturday, March 19, 1895, at or about the hour of one o'clock P. M. on said day the following described real estate, to-wit:

Situate in the County of Union and State of Ohio, and bounded and described as follows:

Part of Survey No. 4072, being the east half of the following premises:

(For plat and complete description of said east half, reference is hereby made to a survey of the same made on the 29th day of February, 1883, and recorded in Volume 3, page 245 of the Records of the Survey of Union County, Ohio, by which survey said east half contains 101 1/4 acres of land.)

Beginning at the southwest corner of said survey No. 4072 (marked by two elms and a red oak) thence North Eleven and one-half deg. West One hundred and thirty eight and four-tenths poles with the west line of survey to a corner, being the south west corner of a lot conveyed to Abraham Amine; thence North Twenty one deg. and Fifty min. East Two hundred and thirty-eight and one-half poles to a corner in the line of a lot of land in said survey conveyed to said Dyal and Stewart; thence with the last named lot of land South Eight and three-fourths deg. East One hundred and thirty-seven poles to a stone and a corner, being the south east corner to said Dyal and Stewart land; thence South Eighty one deg. and thirty eight min. west with the south line of said Survey Two Hundred and thirty-two and Fifty-six one hundredths poles to the beginning, containing Two Hundred and two and One hundred and twelve One hundred and sixtieth acres of land be the same more or less. Appraisal at \$40 per acre.

Terms of sale - One-half cash on day of sale, one-fourth in one year and one-fourth in two years; deferred payments to be secured by mortgage on premises sold.

J. Ed. Robinson, Sheriff
Union County, Ohio.

Feb. 16, 1898.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for five consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Feb. 16, 1898.

W. O. Shaver.

Sworn to and subscribed before me, this 4th day of April, 1898.

J. T. Gosnell Clerk

Printers Fee, \$ 18.00.

On the 4th day of April A.D. 1898, the following Petition was filed with the Clerk of this Court, to-wit:

Petition
7491

Matthias Luschky

vs
John Rausch,
Margaret Rausch,
Christopher Rausch,
George Adam Rausch,
Anna Barbara Strong,
John George Rausch,
Mary Maggie Rausch Ed
George Casper Rausch

Court of Common Pleas
Union County, Ohio.

Confirmation of Sale.

This day came on this cause to be heard on the motion to confirm the sale and distribute the proceeds.

Whereupon the Court being fully advised in the premises do find, that the proceedings of the Sheriff have been regular and lawful and therefore it is ordered by the Court that said Sheriff execute to said purchaser a good deed for said land clear of all incumbrances, conveying all the interest of all parties in said cause in said land to said purchaser.

The Court further order that one of the proceeds of said sale the Sheriff pay the costs of this proceeding and the balance to-wit; \$3297.28, be paid to the said purchaser in proportion to the amounts found due them in this case by the Court and said purchasers are to hold said land in the same proportion, and the Court find there is still a balance of Seven Hundred Dollars due said purchasers on the amount found to be their due in this case for which judgment is awarded to them.

Attest, J. T. Gosnell Clerk

By J. A. Gosnell Deputy.

in on
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Judge
the 4th
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Petition
7482

the 11th
the Clerk
following
Dear M
Arthur C
Laura Bell
Nancy B
Clairiff;
Cantrell;
Cantrell
Joseph S.
Maud Bell
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Pleas continued and held at the Court House in Maysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that hereupon To-wit, on the 11th day of December A.D. 1898, Oscar N. Bell filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Arthur C. Bell et al, to-wit:

Petition
7482

Oscar N. Bell
vs
Arthur C. Bell Ed
Laura Bell his wife,
Nancy Bell wife of
Plaintiff; Mary C.
Cantrell, Ed Comiz,
Cantrell her husband;
Joseph S. Bell and
Maud Bell his wife;
Edwin B. Bell, Nora
Gabriel and Herbert
Gabriel her husband Ed
Nannie Bell widow of
Emm Bell deceased;
Mrs Bungner Ed son Ed
George W. Macklin.

Court of Common Pleas
Union County, Ohio.

Petition

The plaintiff Oscar N. Bell says, that on or about the 28th day of March A.D. 1897, Emms A. Bell late of Union County, Ohio, died intestate, seized of an estate in fee simple of Fifty two and Ninety seven hundredth (52.97) acres in the following described real estate.

That Nannie Bell his widow owns the balance herein described of Fifty and fifty hundredth (40.5) acres. The total acreage together being Ninety three and forty seven hundredth (93.47) acres and undivided; said 93.47 acres are bounded and described as follows, to-wit;

Situate in the County of Union, in the State of Ohio, in the Township of Leeburg, in survey No. 5586 & 6199, and bounded and described as follows viz;

Beginning at a stone easterly corner to the land of Emms A. Bell in the North line of said Survey No. 5586; thence with said Survey line South Seventy eight deg. East One hundred and sixty five and sixty hundredth poles passing the north east corner of said Survey at One hundred and forty three poles and continuing with the north line of Survey No. 6199. One hundred and sixty five and sixty hundredth poles to a stone in the center of the Mill Johns Grand Road; thence with the center of said

road South thirty eight deg. East Eighty and fifty hundredth poles to a stone and tile a corner to C. H. Richy's land; thence with the north line of said land South Eighty two deg. West Eighty seven and sixty hundredth poles to a stone and glass, a corner to said land in the east line of said Survey No. 5586; thence with said Survey line South Ten deg. thirty min. West thirty five and twenty hundredth poles to a stake, north west corner to B. F. McCombs' land; thence with the North line of said land North Eighty one deg. West thirty four and thirty six hundredth poles to a stone and brick south east corner to Flora L. Adams' land; thence with the line of said land North Nine deg. thirty min. East Forty nine poles to a stone and brick North Eighty one deg. West Sixty seven and twenty hundredth poles to a stone and brick North Nine deg. thirty min. East Twenty eight poles to a stone and brick North Seventy seven deg. West Eighty and twelve hundredth poles to a stake in the center of a lane; thence North nine deg. thirty min. East Forty five and Sixty hundredth poles to the place of beginning, containing Ninety two and eight hundredth (92⁸²) acres more or less.

Also the undivided (1/3) two thirds interest in the following tract; being in Survey No. 5586, bounded and described as follows-

Beginning at an iron pin in the center of the Marion State Road, North west corner to Jacob C. Kemmer land; thence with the north line of said land South Seventy seven deg. East One hundred and Nineteen and Eighty hundredth poles to a stone and tile North east corner to said land in the west line of Flora Adams land; thence with the west line of said land and passing the North west corner of said land at $\frac{62\frac{1}{2}}{100}$ poles 1.33 poles to a stone and tile South east corner of E. A. Bello's Thirty one and fifty hundredth (31⁵⁰) acre tract; thence with the South line of said tract North Seventy seven deg. West One hundred and Nineteen and Sixty hundredth poles to an iron pin in the center of said road; thence with said road South Twenty eight deg. thirty min. West 1.33 poles to the beginning, containing One (1) acre more or less.

The said plaintiff further says, that the said Erno A. Bell deceased, was also seized of an estate in fee simple in all of the following described real estate Situate in Leeburg Township, Union County, State of Ohio, part of Surveys 5586 and 6211, bounded and described as follows;

Beginning at a stone in the North line of said Survey No. 5586, and at the North west corner of Erno A. and Naomi Bello's land; thence with the west line of said land South Nine deg. thirty min. West Forty

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five and eight hundredth poles to a stone and tile the North east corner of a one acre tract of Enos A. Bell et al.; Thence with the North line of said tract North Seventy seven deg. West Fifty eight and Twenty hundredth poles to a stone and tile the South East corner to Twenty acre dated Martha Stoffer February 17, 1897; Thence with the east line of said land North Thirteen deg. East Sixty and Eighty hundredth poles to a stone and tile the North east corner of said land; Thence South Seventy seven deg. Fifteen min. East Forty six poles to a stake; Thence South Fifteen deg. Forty five min. East Eighteen poles to the beginning, containing Twenty and fifty hundredth (20⁰⁰) acres more or less.

The said Enos A. Bell (now deceased) left Narmi Bell his widow, who is entitled to dower in said premises of said decedent as hereinafter set forth.

The said premises of said decedent, descended to the following persons, only heirs and legal representatives of the said Enos A. Bell deceased, subject to the dower of said Narmi Bell, widow, to-wit:

The plaintiff, Oscar N. Bell a son of said Enos A. Bell, deceased; and the following persons, children of the said Enos A. Bell, to-wit:

Arthur C. Bell, who lives at Hallsville, in the State of Illinois; Mary O. Cantrell, wife of C. H. Cantrell who lives at Williamsdale in the State of Illinois; Joseph S. Bell, Edwin B. Bell and Nora Gabriel, wife of Herbert Gabriel, all of whom live in the County of Union, State of Ohio, and are of lawful age.

The parties above named have the following undivided estate in said premises, subject to the dower interest of said Narmi Bell, to-wit:

Oscar N. Bell the plaintiff One undivided Sixth in fee;

Arthur C. Bell One undivided Sixth in fee;

Mary O. Cantrell, wife of C. H. Cantrell, one undivided Sixth in fee;

Joseph S. Bell one undivided Sixth in fee;

Edwin B. Bell One undivided Sixth in fee;

Nora Gabriel wife of Herbert Gabriel One undivided Sixth in fee;

The plaintiff asks that said Narmi Bell widow of said Enos A. Bell deceased, and the said Arthur C. Bell and Laura Bell his wife Mary O. Cantrell and C. H. Cantrell her husband, Joseph S. Bell and Maud Bell his wife, Edwin B. Bell, Nora Gabriel and Herbert Gabriel her husband, Mrs. Burgnor and George W. Mackling, may be made parties defendant to this petition.

And the said plaintiff desiring to hold his said interest in aforesaid prays that partition may be made of said premises according to the interests of the parties, and that the dower of the said Narmi Bell may be assigned in said premises; or if it shall appear that partition can not without manifest injury, be made, and

down or assigned, then that said premises may be appraised and sold, or other order taken pursuant to the statute in such case made and provided.

F. J. Dutton
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Oscar N. Bell plaintiff, being duly sworn says that the statements made and allegations contained in the foregoing petition are true as he verily believes.

Oscar N. Bell.

Sworn to by Oscar N. Bell before me and signed by him in my presence this 11th day of December, 1897.

(seal)

J. N. Gosnell
Clerk of Court.

On the 11th day of December A. D. 1897, the following Affidavit was filed with the Clerk of this Court, to-wit:

Affidavit
7482

Oscar N. Bell

Court of Common Pleas,
Union County, Ohio.

Dutton C. Bell et al

Oscar N. Bell plaintiff, being first duly sworn says that the residence of the defendant Daud Bell is unknown, and can not with reasonable diligence be ascertained, and that this cause is one of those mentioned in section Five thousand and forty eight (5048) of the revised Statutes of Ohio.

Oscar N. Bell

State of Ohio, Union County, ss.

Oscar N. Bell, plaintiff, being duly sworn says that the statements in the foregoing Affidavit are true, as he verily believes.

Oscar N. Bell.

Sworn to before me by said Oscar N. Bell and by him subscribed in my presence this 11th day of December, 1897.

(seal)

J. N. Gosnell
Clerk of Court.

On the 11th day of December A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County,
To the Sheriff of Union County;

You are hereby commanded to notify Joseph S. Bell, Edwin B. Bell, Nora Gabriel, Herbert Gabriel, Nancy Bell and Oscar N. Bell, that they have been sued by Oscar N. Bell in the Court of Common Pleas of Union County, and must answer by the 8th day of January 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

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To the

on the 20th day of December A. D. 1897.

(seal) Witness my hand and the seal of said Court,
this 11th day of December A. D. 1897,
J. N. Gosnell Clerk

Afterward on the 20th day of December A. D. 1897, this writ was returned to the Clerk's office in said Union County, Ohio endorsed as follows, to-wit:

We the undersigned named, hereby voluntarily enter our appearance herein and waive service of the within writ and consent that partition be made or such other order taken in the premises as the Statute may demand - Dec. 13, 1897.

Geo. S. Bell
Edwin B. Bell
Hortense E. Gabriel
Nora Gabriel
Oscar N. Bell
Nancy M. Bell

On the 14th day of December A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of Union County:

You are hereby commanded to notify William Burgner Ed. Sm and H. N. Mackling, that they have been sued by Oscar N. Bell, in the Court of Common Pleas of Union County, and cause answer by the 15th day of January 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 27th day of December A. D. 1897.

(seal) Witness my hand and the seal of said Court,
this 14th day of December A. D. 1897,
J. N. Gosnell Clerk,

Afterward on the 16th day of December A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows, to-wit:

Sheriff's Return

Sheriff's Fee	\$ 25
Service & Return	65
Mileage	2 72
Copies	30
Total	3 67

The State of Ohio, Union County, ss.
Received this writ December 14th A. D. 1897, at 9 o'clock A. M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to William Burgner of the firm of William Burgner and son personally, to H. N. Mackling by leaving a copy at his usual place of residence on December 15th 1897.

J. Ed Robinson Sheriff

On the 14th day of December A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of Union County:

You are hereby commanded to notify Mary C. Cantrell, and C. H. Cantrell her husband, Arthur C. Bell and Laura Bell his wife and Naomi Bell, that they have been sued by Oscar N. Bell in the Court of Common Pleas of Union County, and must answer by the 15th day of January 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 27th day of December A. D. 1897.

(seal) Witness my hand and the seal of said Court, this 14th day of December A. D. 1897, J. N. Hornell Clerk.

Endorsed "In action for Partition of Real Estate."

Afterward on the 30th day of December A. D. 1897, this summons was returned to the Clerk's office in said County, which return is as follows:

We the undersigned parties named in this writ hereby voluntarily enter our appearance and waive the service of process upon us, and consent that partition may be made and dower assigned as prayed for in the petition.

Naomi Bell
Arthur C. Bell
Laura Bell
Mary C. Cantrell
C. H. Cantrell.

Answer and
Cross-petition of
W^m Burger and
7482

On the 11th day of January A. D. 1898, the following Answer was filed with the Clerk of this Court, to wit:
Oscar N. Bell
vs
Arthur C. Bell et al
Court of Common Pleas
Union County Ohio.

And now comes W^m Burger and Son - a partnership formed for the purpose of doing business in said State of Ohio, and by leave of the Court first had, files this their Answer and Cross-petition herein, and says:

That on the 10th day of September, 1897, said defendant Arthur Bell, on the docket of W^m King a Justice of the Peace for Leeburg Township, Union County, Ohio, by virtue of a former judgment for the sum of Ninety and 45/100 Dollars debt and Twenty and 49/100 Dollars costs, which costs were then and there paid by said W^m Burger and Son, which judgment remains in full force unreversed and unsatisfied.

On October 4th 1897, said W^m Burger and Son filed a transcript of said judgment with the Clerk of this Court, and thereupon the same became a lien on the portion of the premises described in plaintiff's petition herein

Answer of
Naomi Bell
Widow
7482

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belonging to said Arthur Bell; there was fifty cents increase
costs on said judgment.

Said Mrs Borgner and son therefore asks that if
said premises are sold, the said judgment and costs with
six per cent interest thereon from September 15th 1897 be
allowed said Mrs Borgner and son out of the interest
of said defendant Arthur Bell, and for all other and
further relief as may be proper in the premises.

John G. Borgner & John W. Borndick
Attorneys for Mrs Borgner & Son

The State of Ohio, Union County, ss.

John W. Borndick being sworn
makes oath that he is the duly authorized attorney for
said Mrs Borgner and son, that the facts stated and here-
in set forth are within the personal knowledge of affiant
and that the facts stated in the foregoing answer and
Cross-petition are, as affiant believes, true.

Sworn to by said John W. Borndick before
me and signed by him in my presence this
11th day of January, 1898.

(seal)

John W. Borndick
Deputy Clerk

Answer of
Narmi Bell
Widow
7482

On the 4th day of February A.D. 1898, the following answer was
filed with the Clerk of this Court, to-wit:

Dear N. Bell
Arthur C. Bell & al

Court of Common Pleas
Union County, Ohio.

The defendant Narmi Bell, for answer to the
petition herein, says that she is the widow of Enos A. Bell
deceased, and is entitled to dower in the premises de-
scribed as said decedent's as 73⁴⁷ acres in said petition
and as therein alleged.

She further says that in case said premises
can not be partitioned as prayed for in the petition, she
humbly prays the assignment of dower to her in said
premises by metes and bounds and asks that she receive
from the proceeds of the sale of said premises a fair
compensation for her said dower interest.

She further says her age is sixty-four
years.

Narmi Bell

The State of Ohio, Union County, ss.

Narmi Bell the above defendant
and widow of Enos Bell deceased, being duly sworn says
the statements and averments in her foregoing answer
are true as she believes

Sworn to by Narmi Bell before me and

Narmi Bell

signed by her in my presence this 31st day of January A. D. 1898.

(seal)

J. D. Cutambo
Notary Public

Answer
Ed
Cross-petition
7482

On the 4th day of February A. D. 1898, the following answer was filed with the clerk of this Court, to-wit:
Oscar N. Bell
vs
Arthur C. Bell et al
Court of Common Pleas
Union County, Ohio.

Nora Emma Narmi Bell, named as defendant in the above entitled case, and for answer says, that she is the widow of said Erno A. Bell deceased.

that she is the owner in fee simple of the Forty and 57,100 acres in the Ninety three and 47,100 acres in the petition described and as undivided, as plaintiff in his petition has alleged.

The decedent Erno A. Bell was also the owner in fee simple of the Twenty and 57,100 acres further described in plaintiffs petition.

That said lands, said Narmi Bell's Forty & 57,100 acres and said decedent's Fifty three and 47,100 and also Twenty and 57,100 acres belonging to said decedent, making a total of One Hundred and thirteen and 97,100 acres, all of said lands lie in one body together, that this defendant desires to hold her Forty and 57,100 acres in severally.

And that she is further entitled to cross in the balance of Seventy three and 47,100 acres as set forth in her answer in docket filed in this case and in which answer she prays docket by meter and bonds and elects to take in money the amount to be found due her by the Court.

This defendant now joins the plaintiff in his prayer for partition of the whole of the said One hundred and thirteen and 97,100 acres, and that she may have her Forty and 57,100 acres set off to her as her own estate, and have her cross in the balance of the Seventy three and 47,100 acres, and that if the same can not be so divided without manifest injury, then that the whole One hundred and thirteen and 97,100 acres be appraised together and sold according to law, and that out of the proceeds of such sale she may be paid her portion per acre for the said Forty and 57,100 acres, and also her cross in the Ninety three and 47,100 acres as set forth in her answer for docket filed in this case and for all proper and equitable relief in the premises.

The State of Ohio, Union County, ss.

Narmi Bell the above named

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Entry
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party, being duly sworn says that the facts and allegations in her foregoing answer are true as she truly believes.

Nannie Bell

Sworn to before me and signed in my presence by Nannie Bell this 31st day of January, 1898.

(seal)

J. P. Cantankas
Notary Public

On the 8th day of February A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7482

Orsar N. Bell

Court of Common Pleas
Union County, Ohio.

Arthur C. Bell & Co

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

On consideration whereof the Court being fully advised in the premises finds;

That all of the parties have been duly and legally notified of the filing and pendency of the petition, and of the cross petition, and that all the parties are before the Court in due and legal form.

The Court further find that the said Orsar A. Bell did seized of Seventy three and 47/100 acres of the lands and tenements in the petition described.

The Court further find that Nannie Bell owns in fee simple the Forty and 9/100 acres being the lands as described in plaintiffs petition, all of which are hundred and thirteen and 9/100 acres are undivided.

The Court further finds that the parties named in the petition are the widow and heirs and legal representatives of said Orsar A. Bell deceased, and that he did intestate and that the said parties are entitled to the division of his estate to the parts and portions in the said petition stated, and no sufficient reason appearing why partition should not be made, it is ordered that by the oaths of Jacob Beem, J. N. Pewee and Charles Kennedy, three judicious disinterested freeholders of the vicinity, there be set off to Nannie Bell Forty and 5/100 acres as in her cross petition alleged she is entitled to, and that one of the balance of said lands in said petition described (being Seventy three and 47/100 acres, one full and equal third part be adjudged and set off to the said Nannie Bell as her dower estate, and that by the like oaths of the same persons partition be made of said lands, said Seventy three and 47/100 acres subject to the said dower estate in the following proportions, to-wit:

To Orsar N. Bell one equal sixth part; Arthur C. Bell, Mary A. Cantull wife of C. N. Cantull, Joseph A.

Bell, Edwin B. Bell, Nora Patrick, wife of Herbert Patrick, one equal sixth part each; if the same can be done without manifest injury to the premises, and if in their opinion the dower can not be assigned and a division made in harmony with the foregoing order, without manifest injury to the premises, then and in that case that they return the true value in money of said premises to this Court without assignment of dower and partition and that a writ of Partition and dower issue to the Sheriff of this County, commanding him to cause said dower to be assigned and said partition to be made accordingly.

F. J. Arthur
Attorney for Plaintiff.

On the 8th day of February A. D. 1898, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7482

Oscar N. Bell
vs
Arthur C. Bell et al
Court of Common Pleas
Union County, Ohio.

To the Clerk:

Issue Writ of Partition in Dower in the above case, directed to the Sheriff of said County returnable according to law.

F. J. Arthur
Attorney for Plaintiff.

Writ of
Partition
and Dower.

On the 8th day of February A. D. 1898, the following Writ was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.
To the Sheriff of Union County, Greeting;

We command you, that without delay, by the oaths of Jacob Beem, J. N. Pierce and Charles Kennedy, you cause to be set off and assigned to Naomi Bell widow of Erno Bell, late of said County, deceased, one full equal third part of the Survey three and 47/100 acres of Real Estate hereinafter described; and that in like manner, to be made of the following Real Estate, containing Survey three and 47/100 acres in the following described Real Estate (Naomi Bell, his widow owns the balance herein described of Forty and 57/100 acres); The total acreage being one hundred and thirteen and 97/100 acres and undivided (113 97/100).

Said Ninety three 47/100 acres are bounded and described as follows, to-wit:

Situate in the County of Union, in the State of Ohio, in the Township of Lushburg, in Surveys Nos. 5584 and 6199, and bounded and described as follows, to-wit:

Beginning at a stone easterly corner to the

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lands of Erno A. Bell, in the North line of said Survey No. 5586; Thence with said Survey line South Seventy eight deg. East One hundred and Sixty five and Sixty hundred poles passing the north east corner of said Survey at One hundred and forty three poles and continuing with the North line of Survey No. 6199, One hundred and Sixty five and Sixty hundred poles to a stone in the center of the Mill John's Grand Road; Thence with the center of said road South Thirty eight deg. East Eighty and fifty hundred poles to a stone and tile a corner to E. W. Richy's land; Thence with the North line of said land South Eighty two deg. West Eighty Seven and Sixty hundred poles to a stone and glass, a corner to said land in the east line of said Survey No. 5586; Thence with said Survey line South Ten deg. and Thirty nine West Thirty five and Twenty hundred poles to a stake, North east corner to B. F. McCombs' land; Thence with the North line of said land North Eighty one deg. West Thirty four and Thirty six poles to a stone and brick South east corner to Flora L. Adams' land; Thence with the line of said land North Nine deg. Thirty nine East Forty nine poles to a stone and brick North Eighty one deg. West Sixty Seven and Twenty hundred poles to a stone and brick North Nine deg. Thirty nine East Twenty eight poles to a stone and brick North Seventy Seven deg. West Forty and Three hundred poles to a stake in the center of a lane; Thence North Nine deg. Thirty nine East Forty five and Sixty hundred poles to the place of beginning, containing Ninety two and 87/100 acres more or less.

Also the undivided (2/3) two-thirds interest in the following tract, being in Survey No. 5586, bounded and described as follows:

Beginning at an Iron pin in the center of the Marine State Road, north west corner to Jacob L. McCombs land; Thence with the north line of said land South Seventy seven deg. East One hundred and nineteen poles to a stone and tile north east corner to said land in the west line of Flora Adams' land; Thence with the west line of said land and passing the north west corner of said land at $\frac{66\frac{1}{2}}{100}$ poles 1.33 poles to a stone and tile south east corner of E. A. Bell's Thirty one and fifty hundred acre tract; Thence with the south line of said tract North Seventy seven deg. West One hundred and Nineteen and Sixty hundred poles to an iron pin in the center of said road; Thence with said road South Twenty eight deg. Thirty nine West 1.33 poles to the beginning, containing One (1) acre more or less.

The said Erno A. Bell, deceased, was also seized of an estate in fee simple in all of the following described Real Estate.

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Situate in Leeburg Township, Union County, State of Ohio, part of Surveys 5586 and 6211, bounded and described as follows;

Beginning at a stone in the north line of said Survey No. 5586, and at the north west corner of Erno A. and Naomi Bell's land; thence with the west line of said land South Nine deg. and thirty min. West Forty five and eight hundredths poles to a stone and to the North east corner of a one acre tract of Erno A. Bell et al.; thence with the north line of said tract North Seventy seven deg. West Fifty Eight and twenty hundredths poles to a stone and to the South east corner to Twenty acres deeded Martha Strofer February 17, 1897; thence with the east line of said land North Thirteen deg. East Sixty and Eighty One hundredths poles to a stone and to the North east corner of said land; thence South Seventy seven deg. Fifteen min. East Forty Six and Eight hundredths poles to a stake; thence South Fifteen deg. Forty five min. East Eighteen poles to the beginning, containing Twenty and 5/100 acres, more or less.

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

- To Oscar Bell One equal Sixth (1/6) part.
- To Arthur C. Bell One equal Sixth (1/6) part.
- To Mary A. Cantrell One equal Sixth (1/6) part.
- To Joseph S. Bell One equal Sixth (1/6) part.
- To Edwin B. Bell One equal Sixth (1/6) part.
- To Nora Gabriel One equal Sixth (1/6) 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 Naomi Bell in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition and Dower, wherein the said Oscar N. Bell plaintiff and Arthur C. Bell, Laura Bell, Nancy Bell, Mary O. Cantrell et al. are defendants; and that your proceedings in the premises you distinctly certify under your hand, to our said Court forthwith.

Witness my name and the seal of the Court of Common Pleas, at the Court House in Dayton, Ohio, this 8th day of February A. D. 1898.

J. N. Hosnell Clerk
By Geo. A. Hosnell Deputy

Afterward on the 9th day of February A. D. 1898, the Sheriff of said County, returned said Writ to the Clerk's office in said County, which return is as follows;

Sherriff's
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Report	"		35
Return			25
Total		3	92
Commissioners Fees		\$	cts
Jacob Beem		1	00
J. N. Pierce		1	00
J. C. Kennedy		1	00
Total		3	00

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oath of Jacob Beem, J. N. Pierce and Charles Kennedy; 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 9th day of February A. D. 1898.

J. Cal Robinson Sheriff.

To J. C. Kennedy Dr.

To preliminary calculations & descriptions \$4.00.
 " transportation as appraiser to premises 1.50.
 " final calculations & condensed descriptions 1.50
 Total \$7.00

Commissioners' Report.
 Oscar N. Bell
 Arthur C. Bell et al

Union County, ss.
 Court of Common Pleas.

According to the command of the Writ of Partition and dower in this case issued, and on call of the Sheriff of said County, we, the undersigned commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same, free from the Dower estate, at thirty six (\$36.00) Dollars per acre, making a total of Four Thousand One Hundred and Two and 2/10 Dollars (\$4102.92).

Given under our hands this 9th day of February, A. D. 1898.

Jacob Beem }
 J. N. Pierce } Commissioners.
 Charles Kennedy }

Compiled Description

Situate in the County of Union, State of Ohio, and in the Township of Leeburg, and part of Surveys No. 5586, No. 6199 and No. 6211 and bounded and described as follows:

Beginning at a stone and tile the South east corner to Twenty acres of land deeded to Martha Stouffer, February 17, 1897; thence with the east line of said land N. 13° E. 60° poles to a stone and tile the north east corner of said land; thence South Seventy seven deg. Fifteen min. East Forty six and eight hundredths poles to a stake; thence South Fifteen deg. Forty five min. East Eighteen poles to a stone in the north line of survey No. 5586; thence with said Survey line South Seventy eight deg. East One hundred and Sixty five and Sixty hundredths poles to a stone in the center

of the Hill Johns Grand Road; thence with the center of said Road South thirty eight deg. East Eighty and Fifty hundredths poles to a stone and tile a corner to C. W. Rich eye's land; thence with the north line of said land South Eighty two deg. West Eighty seven and Sixty hundredths poles to a stone and glass a corner to said land in the east line of said Survey No. 5586; thence with said Survey line South Ten deg. thirty min. West thirty five and Twenty hundredths poles to a stake the north east corner to B. F. McCleonto's land; thence with the north line of said land North Eighty one deg. West thirty four and Eighty six hundredths poles to a stone and brick south east corner to Flora L. Adair's land; thence with the line of said Adair's land North Nine deg. thirty min. East Forty nine poles to a stone and brick, North Eighty one deg. West Sixty seven poles to a stone and brick, north Nine deg. thirty min. East Twenty eight poles to a stone and brick and North Seventy seven deg. West Forty and twelve hundredths poles to a stake in the center of a lane; thence North Nine deg. thirty min. East $\frac{66}{100}$ of a pole to stone at the north east corner of a lane; thence with the north line of said lane North Seventy seven deg. West Fifty eight and Twenty hundredths poles to the beginning, containing one hundred and thirteen and $\frac{3}{100}$ acres, more or less.

Also the undivided $\frac{2}{3}$ two thirds in the following tract, being in Survey No. 5586, bounded and described as follows;

Beginning at an iron pin in the center of the Marine State Road north west corner to Jacob C. Bennemo's land; thence with the north line of said land South Seventy seven deg. East One hundred and nineteen and Eighty hundredths poles to a stone and tile northeast corner to said land in the west line of Flora Adair's land; thence with the west line of said land and passing the north west corner of said Adair's land at $\frac{66}{100}$ poles 1.33 poles to a stone and tile south east corner of C. A. Bell's Thirty one and fifty hundredths acre tract; thence with the south line of said tract North Seventy seven deg. West One hundred and nineteen and Sixty hundredths poles to an iron pin in the center of said road; thence with said road South Twenty eight deg. thirty min. West One and thirty three hundredths poles to the beginning, one acre more or less.

On the 9th day of February A. D. 1898, the following Entry was filed with the Clerk of this Court, to wit;

Entry
7482
Oscar N. Bell
vs
Arthur C. Bell et al

Court of Common Pleas,
Main County, Ohio.

This cause coming on to be heard on the return

Entry
7482

Cross-petition
of
S. W. Mackling
7482

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of the Sheriff, and the report of the Commissioners heretofore appointed, and on motion to confirm the same, it appearing to the Court that said premises can not be divided by metes and bounds, without manifest injury to the value thereof, and that the Commissioners have appraised said premises free from the dower of said Naomi Bell at Thirty Six (\$36.00) Dollars per acre; Total Forty One hundred and Two and 2/100 (\$4102.22) Dollars, the Court find the said return and proceedings in all respects in conformity to law and the orders of this Court, and do approve and confirm the same.

F. J. Arthur
Attorney for Opp.

On the 9th day of February A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7482

Oscar N. Bell
vs
Arthur C. Bell et al

Court of Common Pleas
Union County, Ohio.

This day came George H. Mackling by his attorney and obtained leave of the Court to file a Cross-petition which is done.

Robinson & Woodburn
Atty. for G. H. Mackling.

On the 9th day of February A. D. 1898, the following Cross-petition was filed with the Clerk of this Court, to-wit:

Cross-petition
of
G. H. Mackling
7482

Oscar N. Bell
vs
Arthur C. Bell et al

Court of Common Pleas
Union County, Ohio.

The said defendant George H. Mackling for Cross-petition says, that Oscar A. Bell and his wife Naomi Bell executed and delivered to him their Mortgage deed on the 26th day of February, 1896, and thereby conveyed to this defendant the undivided one third interest in the land described in plaintiffs petition to-wit: the following described land.

Beginning at a stone, Red Oak and ash tree original North East corner of said Survey; thence with the east line of said Survey South Seven deg. West One hundred and Nineteen poles to a stone, two ash and an elm; thence North Eighty three deg. West One hundred and forty two poles to a stone and two beeches in Wm. Hustlin's line; thence with his and Wynegar line North Seven deg. East One hundred and twenty six poles to a stone and two ash; thence South Eighty two deg. East One hundred and forty two poles to the beginning, containing One hundred and Eight acres more or less.

That said Mortgage deed was duly left for Record and was recorded in Book 36 page 596 of the Records

of mortgages of Union County, Ohio.
That said mortgage was given to secure the payment of three hundred and forty one and ⁸³/₁₀₀ Dollars in two years from said date of said mortgage together with interest thereon at eight per cent per annum and interest payable annually and unpaid interest to have interest thereon at 8 per cent.

That no part of said sum of money has been paid and that the same is a valid lien upon said land and that there is now due this defendant by reason of the promise the sum of three hundred and forty one and ⁸³/₁₀₀ Dollars and interest thereon from February 26, 1896, at eight per cent per annum and interest payable annually and interest on unpaid interest at eight per cent per annum from the time the same became due.

That said Erns A. Bell and Narmi Bell own a one undivided one third interest in said land.

Whereupon said George W. Mackling asks a decree of foreclosure against said Erns A. Bell and wife and an order of sale of said premises and a finding of the amount due him on said mortgage and for such other and proper relief as is right and proper.

Robinson Woodburn
Atty. for G.W. Mackling.

The State of Ohio, Union County, ss.

A.B. Robinson being first duly sworn says he is one of the Attorneys for said George W. Mackling and that said Mackling is absent from the State of Ohio, and the facts is within the knowledge of affiant and the statements of the foregoing Cross-petition are true.

Sworn to before me and subscribed in my presence this 9th day of February, 1898.

(seal)

J.N. Gosnell
Clerk of Courts.

On the 26th day of February A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7483

Erns A. Bell
vs
Arthur C. Bell et al

Case of Common Pleas
Union County, Ohio.

This day this cause came on to be further heard, the Court having heretofore enforced the report of the Commissioner and Sheriff's return of the order of Partition.

And thereupon neither of said parties electing to take said estate at its appraised value as returned by the Commissioners, on motion of the plaintiff, it is ordered by the Court that said estate be sold at public auction

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Order Oscar N.
7483
Arthur C. Bell

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by the Sheriff of this County, according to the Statute in such case made and provided, 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 be secured by a mortgage on the premises

F. J. Arthur
Attorney for Plaintiff

On the 26th day of February A. D. 1898, the following Decree was filed with the Clerk of this Court, to-wit:

Decree Oscar N. Bell
7482 vs
Arthur C. Bell et al

Court of Common Pleas
Union County, Ohio

To the Clerk of Court:

Issue Order of sale in Partition in the above case directed to the Sheriff of Union County, Ohio, returnable according to law.

F. J. Arthur
Attorney for Plaintiff

On the 26th day of February A. D. 1898, the following Order of Sale in Partition was issued by the Clerk of this Court, to-wit:

Order of Sale in Partition

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

In pursuance of the Order of our Court of Common Pleas, within and for the County of Union, at the January Term, A. D. 1898, in a certain Petition for Partition now pending in said Court, wherein Oscar N. Bell Petitioner, and Arthur C. Bell et al Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, to-wit:

Situate in the County of Union, State of Ohio, and in the Township of Leestown, and part of Survey No. 5586 and bounded and described as follows:

Beginning at a stone and tile the South east corner to Twenty Acres of land deeded to Martha Stouffer, February 17th 1897. Thence with the east line of said land North Thirteen deg. East Sixty and Eighty One hundredths poles to a stone and tile the North east corner of said land: Thence South Seventy Seven deg. Fifteen min. East Forty Six and Eight One hundredths poles to a stake; Thence South Fifteen deg. Forty five min. East Eighteen poles to a stone in the north line of Survey No. 5586; Thence with said Survey line South Seventy Eight deg. East One hundred and Sixty five and Sixty one hundredths poles to a stone in the center of the Hill John's Grave Road: Thence with the center of said road South Thirty Eight deg. East Eighty and fifty one hundredth poles to a stone and

tile a corner to C. W. Richards land; thence with the north line of said land South Eighty two deg. West Eighty seven and sixty one hundredths poles to a stone and glass, a corner to said land in the east line of said Survey No. 5586; thence with said Survey line South Ten deg. Thirty min. West Thirty five and twenty hundredths poles to a stake the northeast corner to B. F. Willcombs land; thence with the north line of said land North Eighty one deg. West Thirty four and Eighty Six hundredths poles to a stone and brick south east corner to Flora Adair's land; thence with the lines of said Adair's land North Nine deg. Thirty min. East Forty nine poles to a stone and brick North Eighty one deg. West Sixty seven and twenty one hundredths poles to a stone and brick and North Seventy seven deg. West Forty & twelve one hundredths poles to a stake in the center of a lane; thence North Nine deg. and thirty min. East Sixty Six One hundredths of a pole to a stone at the north east corner of a lane; thence with the north line of said lane North Seventy seven deg. West Fifty eight and twenty one hundredths poles to the beginning, containing one hundred and thirteen and thirty one hundredths acres more or less.

Also the undivided $\frac{2}{3}$ two-thirds in the following tract; being in Survey No. 5586; bounded and described as follows;

Beginning at an iron pin in the center of the Marine State Road north west corner to said land; thence with the north line of said land South Seventy seven deg. East One hundred and nineteen and Eighty one hundredths poles to a stone and tile north east corner to said land in the west in the west line of Flora Adair's land; thence with the west line of said land and passing the north west corner of said Adair's land at $\frac{69\frac{1}{2}}{100}$ poles, 1.33 poles to a stone and tile, south east corner of C. A. Bell's Thirty one and Fifty one hundredths acre tract; thence with the south line of said tract North Seventy seven deg. West One hundred and nineteen and sixty one hundredths poles to an iron pin in the center of said road; thence with said road South Twenty eight deg. Thirty min. West One and thirty three one hundredths poles to the beginning, containing one acre more or less.

Appraised at Four thousand one hundred and two and $\frac{99}{100}$ dollars, (\$36⁰⁰ per acre, free from the tax or estate of Narmi Bell, and that your proceedings in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof; and have you then and there true this writ.

Witness my hand and the seal of

Shiriff's Return

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Said Court, at Maysville, this 26th day of February A. D. 1898,

(seal)

J. N. Goodell Clerk
By Wm. D. Kennell Deputy

Afterward on the 2nd day of April A. D. 1898, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return

Sherriff's Fees	8	25
Service		35
Mileage	16	
Copy to Auditor		25
Poundage	16	84
Return		25
Total	17	75

As commanded by the writ, I have caused the lands and tenement herein described, to be duly advertised for thirty days next proceeding the day of sale, in the Richwood Gazette, a newspaper printed and of general circulation in Union County, Ohio, and on the 2nd day of April A. D. 1898, at one O'clock P. M. on said day, at the door of the Court House, in said County, I offered for sale at public auction, the lands and tenement described in this writ, then and there appeared Naomi Bell who bid for the same the sum of Twenty Seven Hundred and Thirty Six Dollars (\$2736.00), said sum being more than two-thirds of the appraised value, and she being the highest and best bidder, was declared the purchaser.

J. C. Robinson Sheriff
Union County, Ohio.

On the 8th day of February A. D. 1898, the following Legal Notice was filed with the Clerk of this Court to wit:

F. J. Arthur, Attorney.

Court of Common Pleas
Union County, Ohio

Legal Notice
7482

Oscar N. Bell
" "
Arthur C. Bell et al

Maud Bell, whose residence is unknown will take notice that on the 11th day of December, 1897, Oscar N. Bell filed his petition in the Common Pleas Court of Union County, Ohio, in case No. 7482 against the above named defendants praying for partition of the lands of Lewis A. Bell deceased, in Leeburg Township, Union County, State of Ohio, and being in survey No. 5555, 6199 and 6211.

Said Maud Bell is required to answer on or before the 5th day of February, 1898.

December 15, 1897.

The State of Ohio, Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in "The Maysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with December 15, 1897.

W. O. Shaver.

Sworn to and subscribed before me, this 8th day of February A. D. 1898.

(seal)

J. N. Goodell Clerk.

On the 1st day of April A.D. 1898, the following notice was filed with the Clerk of this Court, to-wit:

F. J. Burtner, Attorney.

On Order of Sale In Partition,

Sheriff's Sale Oscar K. Bell
7482
Arthur C. Bellsted

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 south door of the Court house in Maysville, Ohio, on Saturday, April 3, 1898, 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 Luskburg, County of Union and State of Ohio, and part of surveys No. 5586 and No. 6211 and bounded and described as follows;

Beginning at a stone and tile the southeast corner to Twenty acres of land deeded to Martha Struffer February 17, 1897; Thence with the east line of said land North Thirteen deg. East Sixty and Eighty one hundredths poles to a stone and tile the north east corner of said land; Thence South Seventy seven deg. Fifteen min. East Forty six and Eight one hundredths poles to a stake; Thence South Fifteen deg. Forty five min. East Eighteen poles to a stone in the north line of survey No. 5586; Thence with said survey line South Eighty deg. East One hundred and Sixty five and Sixty one hundredth poles to a stone in the center of the Mill John's Grand Road; Thence with the center of said road South Thirty eight deg. East Eighty and Fifty one hundredth poles to a stone and tile a corner to C. W. Rich-
eys land; Thence with the north line of said land South Eighty two deg. West Eighty seven and Sixty one hundredth poles to a stone and glass a corner to said land in the east line of said survey No. 5586; Thence with said survey line South Ten deg. Thirty min. West Thirty five and Twenty one hundredth poles to a stake the north east corner to B. F. McLeomb's land; Thence with the north line of said land North Eighty one deg. West Thirty four and Eighty six one hundredth poles to a stone and brick South east corner to Flora Adair's land; Thence with the line of said Adair's land North Nine deg. and Thirty min. East Forty nine poles to a stone and brick North Eighty one deg. West Sixty seven and Twenty hundredth poles to a stone and brick North Nine deg. Thirty min. East Twenty Eight poles to a stone and brick and North Seventy seven deg. West Forty and Twelve hundredths poles to a stake in the center of a lane; Thence North Nine deg. Thirty min. East Sixty six one hundredth of a

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pole to a stone at the northeast corner of a lane, thence with the north line of said lane North Seventy Seven deg. West Fifty eight and twenty one hundredths poles to the beginning, containing One hundred and thirteen and thirty one hundredths acres, more or less.

Also the undivided (42) 1/2 thirds in the following tract; being in Survey No. 5586, bounded and described as follows:

Beginning at an iron pin in the center of the Mason State Road, north west corner of Jacob C. Moore and land; thence with the north line of said land South Seventy Seven deg. East One hundred and nineteen and eighty one hundredths poles to a stone and the northeast corner to said land in the west line of Thos Adair's land; thence with the west line of said land and passing the northwest corner of said Adair's land at Sixty Six and Fifty one hundredths poles to one and thirty three one hundredths poles to a stone and tile south east corner of E. A. Bell's Thirty one and Fifty one hundredth acre tract; thence with the south line of said tract North Seventy Seven deg. West One hundred and nineteen and sixty one hundredths poles to an iron pin in the center of said road; thence with said road South Twenty Eight deg. and thirty min. West One and thirty three one hundredths poles to the beginning, containing One acre more or less.

To be sold free and from down.

Appraised at \$36.00 per acre.

Total \$4103.92.

Terms of Sale: One third cash, One third in one year, one third in two years, deferred payments to draw Six per cent interest and to be secured by first mortgage on the premises.

J. Ed Robinson
Sheriff, Union County, Ohio.

State of Ohio, Union County, ss,

I, Geo. W. Warden, publisher of the Richwood Gazette, being duly sworn, say that the Notice hereto attached was published in the Gazette on the 4th day of March, 1898, and continued therein Three consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Warden.

Sworn to and subscribed before me, this 4th day of April, A. D. 1898.

J. D. Jollyff.
Notary Public

Printer's Fee, \$23.50,

(seal)

On the 4th day of April A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
1882

Oscar N. Bell

Arthur C. Bell et al

Court of Common Pleas
Union County, Ohio.

Confirmation of Sale and Distribution.

This day this cause came on to be heard upon the motion of the Court to confirm the sale made in this case, and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of the Court, and the same being examined and found by the Court in all respects in due form of law.

It is ordered that said proceedings and sale be, and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to the purchaser Naomi Bell, a deed for the lands and tenements by him sold as aforesaid.

It is ordered that satisfaction of the mortgage herein set forth in the Cross-petition of George W. Macklin be entered on the record thereof in the office of the Recorder of Union County, Ohio, where it is recorded.

And thereupon the cause came on to be further heard upon the answer and Cross-petition of Naomi Bell.

The Court find that she is the owner of the Forty and fifty one hundredths (40⁵¹/₁₀₀) acres undivided of the lands in the petition described as One hundred and thirteen and thirty seven one hundredths (113³⁷/₁₀₀) acres, as she has in her Cross-petition alleged.

And the said Naomi Bell by her answer elected to receive in lieu of her dower its value in money, out of the proceeds of the sale of the estate of said Oscar A. Bell her deceased husband.

The Court find the just and reasonable value thereof to be \$234²⁵/₁₀₀.

It appearing to the Court that the purchaser of said lands in said partition sale, desires to pay cash for the land sold, and the Court finding it to the interest of said estate, and the parties in interest consenting thereto;

It is ordered that the Sheriff receive cash from said purchaser, and distribute the same in lieu of notes for deferred payments.

And the Court coming now to distribute the proceeds of said sale amounting to Two thousand seven hundred and thirty six (\$2736⁰⁰/₁₀₀) Dollars, on consideration finds and order as follows;

First: The taxes penalty and interest against said property, to-wit: the sum of \$16⁰⁰/₁₀₀.

Second: The costs, and all expenses incurred in the partition and sale of said property, amounting to the sum of \$187⁹⁹/₁₀₀, including Attorney fee to F. J. Arthur.

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Third: The sum of \$101⁰⁰ balance found due George W. Mackling on his mortgage set up in his answer and cross-petition.

Fourth: The sum of Eight Hundred and Sixty Three and ⁴/₁₀₀ (\$863⁴⁰) Dollars to Nanni Bell for the value of her ⁴⁰/₁₀₀ acres as set up in her answer and cross-petition.

Fifth: The sum of Two Hundred and Thirty-four and ⁹/₁₀₀ (\$234⁹⁰) Dollars to Nanni Bell, widow for her dower interest in the estate of said Emu A. Bell, deceased.

And that he distribute the balance of said estate by paying to Mrs. Burgner and Son on their answer and cross-petition filed in this case against Arthur C. Bell, out of the distributive share of said Arthur C. Bell, if there be found so much of his share, the sum of \$115¹⁴.

As follows, to-wit:

To Oscar N. Bell one equal Sixth part \$222⁰⁰.

To Arthur C. Bell one equal Sixth part \$222⁰⁰.

To Mary Cantrell, wife of C. N. Cantrell one equal Sixth part \$222⁰⁰.

To Joseph S. Bell one equal Sixth part \$222⁰⁰.

To Edwin B. Bell one equal Sixth part \$222⁰⁰.

To Nora Gabriel wife of Herbert Gabriel one equal Sixth part \$222⁰⁰.

Robinson & Woodburn
Atty. for Mackling

Attest

J. M. Hosmer Clerk

By J. M. A. Hosmer Deputy.



Continued on page 387

Pleas returned and held at the Court House in Marysville, within and for the County of Minn, in the Tenth Judicial District of the Court of Common Pleas of the State of Min. before the Honorable Duncan Dorr, Judge of said Court, of the Term of April, 1898; on the 4th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that herebefore to-wit, on the 38th day of December A. D. 1897, Levi Low, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against John Low et al. to-wit:

Petition 7488

Levi Low, Plaintiff,
vs
John Low & Harriet Low
his wife, Elmer Low &
Ely's Low, his wife,
Flora Low, Martha Low,
Elija Tossy & William Tossy
his husband, Eunice Low
now Haggard, Widow of
Lyronator Low, now dead,
and who was a son of Chas
Low, now dead, Ora Low,
and Bertha Low, Isaac
Conklin, Hattie Conklin,
whose age is 18 years and
Walter Conklin whose age
is 13 years, Defendants.

Court of Common Pleas
Minn County, Min.

Petition.

The plaintiff Levi Low says, that on or about the 35th day of May, 1896, Chas Low, late of Minn County, Min, died intestate leaving no widow, seized of an estate in fee simple of the following described real estate, situate in the County of Minn, State of Min Township of Dorr T. M. Survey No. 3956, and bounded and described as follows, viz:

Part of T. M. Survey No. 3956; Beginning at a stone in the center of the Hinton Road and in the west line of lot No. 5, of the subdivision of said survey (see and record 5, Page 439), Thence with said line South Eight deg. East One hundred and Seventy one poles to a stake at the south west corner of said lot No. five, in the center of Mill Creek; Thence down the center of said Creek with the meanders thereof to the south west corner of a lot of land containing Twelve and One hundred and Forty four One hundred and Sixtieths (12 ⁴⁴/₆₀) acres conveyed by Andrew Taylor to Chas Low on the 30th day of November 1859; Thence with the west line of said lot North Eight deg. West One hundred and Ninety and Seventy two One hundredths poles to a stone corner to said lot of land in the center of said Hinton Road;

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Thence with the center of said road North Eighty Seven deg. West One hundred and two poles to the beginning, being part of lot No. 5 of said sub-division of Survey No. 3956, and containing One hundred and twelve acres more or less, being the same land conveyed by Andrew Taylor to Chark Low, Vol. 55 Page 383, Union County Record of deeds.

Also another tract described as follows, Situate in Dorro Township, County of Union, State of Ohio, Part of V.M. Survey No. 3956 and bounded and described as follows, viz:

Beginning at a Sugar tree and Water beech on the bank of Mill Creek, it being the original corner between the lands of said C. Low and A. Taylor, thence with their original line North Twelve deg. West One hundred and twenty one poles to the center of the Hinton Mill road witness a Burr oak on the north side of said road; thence with the road South Eighty Seven deg. West Ten and three fourths poles to a stone in the center of said road; thence South Twelve deg. East One hundred and Ninety two poles to a stone on the bank of Mill Creek, witness a Red Oak and Water beech 5 feet west of the corner; thence down said creek Ten and three fourths poles to the beginning, containing Twelve acres and One hundred and Forty-four poles (12 A. 144 P.) Being the same land conveyed by Andrew Taylor to Chark Low Vol. 22, Page 565, Union County Record of deeds.

Also another parcel described as follows:

Situate in the County of Union, State of Ohio, T. P. of Dorro V. M. Survey No. 3965, bounded and described as follows, viz:

Beginning at a Burr oak and Elm in the North line of the original Survey and corner to Nelson Combs lot No. 5; in the sub-division of said Survey; thence North Seventy Eight deg. East Fifty Seven and one half poles to a Water Ash; thence South Twelve deg. East Three hundred poles to a gate in the bank of Mill Creek; thence up the Creek with the meanders thereof One hundred and twenty five poles more or less to a Water Beech and Sugar tree South easterly corner to said Nelson Combs on the bank of said Creek; thence with Combs line North Twelve deg. West Two hundred and Ninety four poles to the beginning, containing One hundred and five acres more or less, being the same land conveyed by Rawley White by Wray Thomas his Atty. in fact to Chark Low, Vol. 13, Page 95, Union County Record of Deeds.

The said Chark Low, deceased, left no widow. The said premises descended to the following persons, only heirs and legal representatives of said Chark Low, deceased, to-wit:

The plaintiff, Levi Low, a son of said Chark Low deceased, and the following children and Grand Children

of said Chas. Low to-wit: John Low, (son), Elmer Low, (son), Flora Low, (daughter), Martha Low, (daughter), Eliza Tossy, wife of William Tossy, (daughter), Hattie Coublin (Grand daughter), Walter Coublin (Grand son), Ora Low, (Grand daughter), Bertha Low, (Grand daughter).

The parties above have the following undivided estate in said premises, to-wit:

Levi Low, the plaintiff,	2/16	undivided	in fee,
John Low	2/16	undivided	in fee,
Elmer Low	2/16	undivided	in fee,
Flora Low	2/16	undivided	in fee,
Martha Low	2/16	undivided	in fee,
Eliza Tossy	2/16	undivided	in fee,
Hattie Coublin	1/16	undivided	in fee,
Walter Coublin	1/16	undivided	in fee,
Ora Low	1/16	undivided	in fee,
Bertha Low	1/16	undivided	in fee,

The plaintiff asks that said John Low and Harriet Low his wife, Elmer Low and Eliza Low his wife, Flora Low, Martha Low, Eliza Tossy and Mrs. Tossy her husband, Isaac Coublin, widower of Mary J. Coublin, Eunice Haggard (formerly Eunice Low and widow of Sylvester Low deceased), Hattie Coublin, Walter Coublin, Ora Low and Bertha Low may be made parties defendants to this petition, and the said plaintiff desiring to hold his said interest in personally, 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 said premises may be appraised in one or more parcels as deemed best by Commissioners to be appointed and sold, or other order taken pursuant to the Statute in such case made and provided.

F. J. Arthur
Attorney for Off.

The State of Ohio, Venia County ss.

Levi Low plaintiff, being duly sworn says, the statements made and allegations in his foregoing petition are true, as he truly believes.

Sworn to by Levi Low before me and signed by him in my presence this 28th day of December, 1897.
(seal) J. N. Gosnell
Clerk of Court.

Or. Clerk:

Recipe

Issue Summons returnable according to law, for the following persons: John Low; Harriet Low, his wife; Elmer Low; Eliza Low his wife; Flora Low; Martha Low; Eliza Tossy; William Tossy her husband; Eunice Haggard; Ora Low

Summons

Sherriff's Return

Affidavit 7488

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and Bertha Love - Endorse "Petition for Partition"

F. J. Arthur

Attorney for Plaintiff.

Summons

On the 28th day of December A. D. 1897, the following summons was issued by the clerk of this Court, to-wit:

The State of Ohio, Wm. County.
To the Sheriff of Wm. County;

You are hereby commanded to notify John Love, Harriet Love his wife; Elmer Love, Eliza Love his wife; Flora Love; Martha Love, Eliza Tossy, William Tossy her husband; Eunice Haggard, Ora Love and Bertha Love, that they have been sued by Levi Love in the Court of Common Pleas of Wm. County, and must answer by the 29th day of January 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 10th day of January A. D. 1898.

Witness my hand and the seal of said Court, this 28th day of December A. D. 1897,
J. N. Gravel Clerk

On the 8th day of January A. D. 1898, 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 Fee	\$	cts
Service & Return	2	00
Mileage	3	24
Expenses	1	60
Total	5	84

The State of Ohio, Wm. County.
Received this writ December 29th 1897, at 8 o'clock A. M. and served same by delivering a true and correct copy of this writ with all of the endorsements thereon to Harriet Love, Elmer Love, Eliza Love, Eliza Tossy, Eunice Haggard and Bertha Love personally to John Love, Flora Love, William Tossy and Ora Love by leaving copies at their usual place of residence on January 5th 1898.

J. Ed Robinson Sheriff
By Allen Harris Deputy

Affidavit
7488

On the 28th day of December A. D. 1897, the following affidavit was filed with the clerk of this Court, to-wit:

Levi Love vs Court of Common Pleas Wm. County, Ohio.

The plaintiff Levi Love says, that the defendants Isaac Conklin, Fattie Conklin and Walter Conklin are non-residents of the State of Ohio, and service by summons can not therefore be made upon them in this State. Their place of residence is Butler, Bates County, State of Missouri, and that this cause is one of those mentioned in Section 5048, of the revised statutes of Ohio.

Levi Love.

The State of Ohio, Union County ss:

The plaintiff Levi Lowe being duly sworn says the facts stated and allegations in the above affidavit are true as he verily believes.

Levi Lowe,

Sworn to before me by Levi Lowe and by him subscribed in my presence this 28th day of Dec. 1897.

(seal)

J. N. Gornell
Clerk of Court

On the 8th day of Feb. A. D. 1898, the following Legal Notice was filed with the Clerk of this Court, to-wit:

F. J. Arthur, Attorney.

Court of Common Pleas

Union County, Ohio,

Legal Notice

Levi Lowe

7488

John Lowe et al

Isaac Coukline Hattie Coukline and Walter Coukline, residing in Butler, Bates County, in the State of Missouri, will take notice that on the 28th day of December, 1897, Levi Lowe filed his petition in the Common Pleas Court of Union County, State of Ohio, in case No. 7488, against the above named parties praying for the partition of the Chark Lowe, deceased, lands of Two hundred and thirty (230) acres V. M. Survey No. 3956, in Deer Township, Union County, Ohio.

Said parties are required to answer or to before the 19th day of February, 1898, or judgment may be taken against them, December 31, 1897.

The State of Ohio, Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for his consecutive weeks in "The Maypsville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with December 29th A. D. 1897.

H. D. Shearer,

Sworn to and subscribed before me this 8th day of February, 1898.

(seal)

J. N. Gornell Clerk

Court's Fees, \$95.

On the 27th day of January A. D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:

Answer

Levi Lowe, Plaintiff,

7488

John Lowe, Elmer Lowe, Flora Lowe
Eliza Loring, Ora Lowe, Bertha Lowe
Hattie Coukline Walter Coukline Ed Martha Lowe

Court of Common Pleas

Union County, Ohio.

The Defendant Flora Lowe, comes and

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for answer to plaintiffs petition says;
That she releases her claim in regard to a certain devise in item 2 of the will of Charles Low, deceased, wherein I am devised the use of the house and orchard so long as I remain unmarried, and submit to the lands being partitioned as prayed for in plaintiffs petition free of the said claim

F. A. Thompson
Attorney for Flora Low.

The State of Ohio, Union County, ss.

The undersigned Flora Low, comes and makes oath that she is one of the defendants in the above entitled action; that she believes the facts stated in said answer to be true.

Flora Low.

Sworn to and signed before me this 27th day of January 1898.

R. McHenry
Notary Public Union Co. O.

(seal)

On the 27th day of January A. D. 1898, the following answer was filed with the clerk of this Court, to-wit:

Answer
7488

Leri Low, Plaintiff,
vs
John Low, Elmer Low,
Eliza Tossy, Ora Low,
Bertha Low, Hattie Conklin,
Walter Conklin, Flora Low,
Ed Martha Low, Defendants.

Court of Common Pleas
Union County, Ohio.

The defendant Martha Low comes and for answer to plaintiffs petition says;

That she releases her claim in regard to a certain devise in item 2 of the will of Charles Low, deceased, wherein she is devised the use of the house and orchard so long as she remains unmarried, and submits to the lands being partitioned as prayed for in plaintiffs petition, free of the said claim.

F. A. Thompson
Atty. for Martha Low.

State of Ohio, Union County, ss.

Martha Low, one of the defendants in the above entitled action makes oath and says the allegations in the foregoing answer are true as she verily believes.

Martha Low.

Sworn to and signed in my presence this 27th day of January A. D. 1898.

R. McHenry
Notary Public, Union Co. Ohio.

On the 24th day of February A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7488

Levi Low
vs
John Low et al
Court of Common Pleas
Main County, Ohio

This day this cause came on to be heard, and the same was submitted to the Court upon the petition of the plaintiff, the answer of Flora and Martha Low, the pleadings and the evidence.

In consideration whereof, the Court being fully advised in the premises finds that all of the parties have been duly and legally notified of the filing and pendency of the petition, and that all the parties are before the Court in due and legal form.

The Court further finds that the said Chark Low, did seized of the lands and tenements in the petition described.

The Court further find that the parties named in the petition are the heirs and legal representatives of said Chark Low, deceased; and that the said parties are entitled to the division of his estate in the parts and proportions in the said petition stated.

And no sufficient reason appearing why partition should not be made, it is ordered that by the oaths of J. K. Richey, J. K. Norris and Charles Kennedy, three disinterested free holders of the vicinity, partition be made of the premises in the petition described in the following proportions, to-wit:

To Levi Low, the plaintiff two sixteenths 2/16;
John Low, Elmer Low, Flora Low, Martha Low, Eliza Tinsley two sixteenths 2/16 each; Ira Low, and Bertha Low one sixteenth 1/16 each; and to Hattie Conklin and Walter Conklin a minor 13 years of age, one sixteenth 1/16 each; if the same can be done without manifest injury to the premises, and if in their opinion a division can not be made in harmony with the foregoing order, without manifest injury to the premises, then and in that case that they return the true value in money of said premises to this Court, having first divided said lands in parcels.

If in the judgment of said Commissioners it be advantageous to the estate, as prayed for in the petition of the plaintiff, appraising the divisions so made separately, the Sheriff shall then make his return accordingly without unnecessary delay.

F. J. Arthur
Atty. for Plaintiff

On the 26th day of February A. D. 1898, the following Certificate was filed with the Clerk of this Court, to-wit:

Certificate.

The Clerk of the Probate Court

office of said Court a statement of the estate of the said deceased in the sum of dollars and cents

Receipt 7488

filed with Levi Low vs John Low

entitled to make

Writ of Partition.

was issued to the Court of Common Pleas in the said County of Main, Ohio, for the purpose of partitioning the premises in the following manner: Survey

in the said County of Main

Certificate.

Certificate in Partition.

The State of Ohio, }
 Probate Court Union County, }
 In the Matter of the Estate of
 Charles Low, Deceased.
 I, James M. Campbell, sole Judge and ex-officio Clerk of the Probate Court, within and for said County aforesaid, do hereby certify that I have ascertained from a statement of Thomas A. Shields, Administrator of the estate of Charles Low, deceased, that the sum of three hundred sixty one and 26/100 Dollars (\$361 26/100) in addition to the available assets, will be necessary to pay the indebtedness and expense of administering said estate.
 In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court, at Marysville, Ohio, this 26th day of February, 1898.
 James M. Campbell
 Judge and Ex-officio Clerk.

Receipt
7488

On the 26th day of February A.D. 1898, the following Receipt was filed with the Clerk of this Court, to-wit:
 Leri Low, | Court of Common Pleas
 v | Union County, Ohio.
 John Low, et al |
 To the Clerk of Court:

I enclose Writ of Partition in the above entitled case, directed to the Sheriff of Union County, Ohio, returnable according to law,
 F. J. Arthur
 Attorney for Plff.

Writ of Partition.

On the 26th day of February A.D. 1898, the following Writ of Partition was issued by the Clerk of this Court, to-wit:
 The State of Ohio, Union County.
 To the Sheriff of said County:
 Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January Term, A.D. 1898, in a civil action therein pending (for partition), wherein Leri Low the plaintiff, and John Low et al. the defendants, you are hereby commanded, that by the oaths of J. H. Bichay, J. H. Norris and Charles Kennedy, 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 a 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, Township of Dover, V.M. Survey No. 3956, and bounded and described as follows, viz:
 Part of V.M. Survey No. 3956; - Beginning at a stone in the center of the Burton road, and in the west line of lot No. 5, of the subdivision of said Survey (see deed record 5, page 439); thence with said line South Eight deg.

East One hundred and Ninety one poles to a stake at the south west corner of said lot No. 5, in the center of Mill Creek; Thence down the center of said Creek with the meanders thence to the south west corner of a lot of land containing Twelve and One hundred and Forty-four One hundredths acres conveyed by Andrew Taylor to Chas. Low on the 3rd day of November 1869; Thence with the west line of said lot North Eighty deg. West One hundred and Ninety and Ninety-two hundredths poles to a stone corner to said lot of land in the center of said Hinton Road; Thence with the center of said road North Eighty Seven deg. West One hundred and two poles to the beginning, being part of lot No. 5 of said Sub-division of Survey No. 3956, and containing One hundred and Twelve acres more or less, being the same land conveyed by Andrew Taylor to Chas. Low, Volume 55, page 383, Minn. County Record of deeds.

Also another tract described as follows;

Situate in Dover Township, County of Minn, State of Minn; part of V. M. Survey No. 3956 and bounded and described as follows, viz;

Beginning at a Sugar tree and water creek on the bank of Mill Creek, it being the original corner between the lands of said C. Low and A. Taylor; Thence with their original line North Twelve deg. West One hundred and Ninety-nine poles to the center of the Hinton Mill Road minus a Burr oak on the North side of said road; Thence with the road South Eighty Seven deg. West Ten and three fourths poles to a stone in the center of said road; Thence South Twelve deg. East One hundred and Ninety-two poles to a stone on the bank of Mill Creek a Red Oak and water creek 5 feet west of the corner; Thence down said creek Ten and three-fourths poles to the beginning, containing Twelve acres and One hundred and Forty-four poles (2.144 P.) being the same land conveyed by Andrew Taylor to Chas. Low Vol. 22 page 565, Minn. County Record of deeds.

Also another parcel described as follows;

Situate in the County of Minn, State of Minn, Township of Dover, V. M. Survey No. 3965, bounded and described as follows, viz;

Beginning at a Burr Oak and Elm in the North line of the original Survey, and corner to Nelsonson Comis lot No. 5 in the sub-division of said survey; Thence North Seventy Eight deg. East Fifty Seven and one-half poles to a water ash; Thence South Twelve deg. East Three hundred poles to a stake in the bank of Mill Creek; Thence up the creek with the meanders thereof One hundred and Ninety five poles more or less to

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a water creek and Sugar tree south easterly corner to said Nelson Cove, on the bank of said creek thence with course line North Twelve deg. West Two hundred and Ninety-four poles to the beginning, containing one hundred and five acres, more or less, being the same land conveyed by Rawley White by way Thomas his Atty, in fact to Chas Low, Vol. 13, page 90, Minn County Record of deeds.

Among the persons named herein, and in the following proportions, to-wit:

- To Levi Low two sixteenths (2/16) part.
- To John Low two sixteenths (2/16) part.
- To Elmer Low two sixteenths (2/16) part.
- To Flora Low two sixteenths (2/16) part.
- To Martha Low two sixteenths (2/16) part.
- To Eliza Terry two sixteenths (2/16) part.
- To Ora Low one sixteenth (1/16) part.
- To Bertha Low one sixteenth (1/16) part.
- To Mattie Conklin one sixteenth (1/16) part.
- To Walter Conklin a minor 13 years of age, one sixteenth (1/16) part.

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

Witness my name and the seal of said Court of Common Pleas at the Court House in Marysville, this 26th day of February A.D. 1898
 J. N. Gosnell Clerk

On the 26th day of February A.D. 1898, 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	\$ 8 ⁰⁰
Service	25
Mileage	94
Executing Writ	1 00
Sweeping Com.	25
Report "	25
Return	25
Total	2 94
Commissioner's Fee	
J. H. Richey	1 00
J. H. Norris	1 00
Chas. Kennedy	1 00
Total	3 00

Sheriff's Return
 As commanded by the foregoing writ of Partition, I have executed the same by the oaths of Joseph H. Richey, J. H. Norris and Charles Kennedy, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 25th day of February A.D. 1898.
 J. Ed Robinson Sheriff

On the 26th day of February A.D. 1898, the Commissioners Report was returned to the Clerk's office in said County, which Report is as follows:

To looking up notes and preparing records \$4.00
 " Surveying &c. 4.00
 " Calculating and records 4.00
 " plat, description and report 4.00
 To John Low \$1.25, Joseph Low \$1.25, and Robert Robinson \$3.75
 " Nelson Low .65
 Total \$20.40

Com. Report
7488

Levi Low

Union County, ss.

Court of Common Pleas.

John Low et al

According to the command of the writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned, Commissioners, after being first duly sworn, and upon actual view of the premises, are all of opinion that said real estate can not be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at

Tract No. 1- 112 acres at \$30 per acre.

Tract No. 2- 83 acres at \$36 per acre.

Tract No. 3- 40 acres at \$32 per acre.

Given under our hands this 36th day of February A. D. 1895.

Joseph H. Richy
 J. L. Norris } Commissioners.
 Charles Kennedy }

Tract No. 1.

Situate in Dover Township, Union County, Ohio, and part of Survey No. 3956.

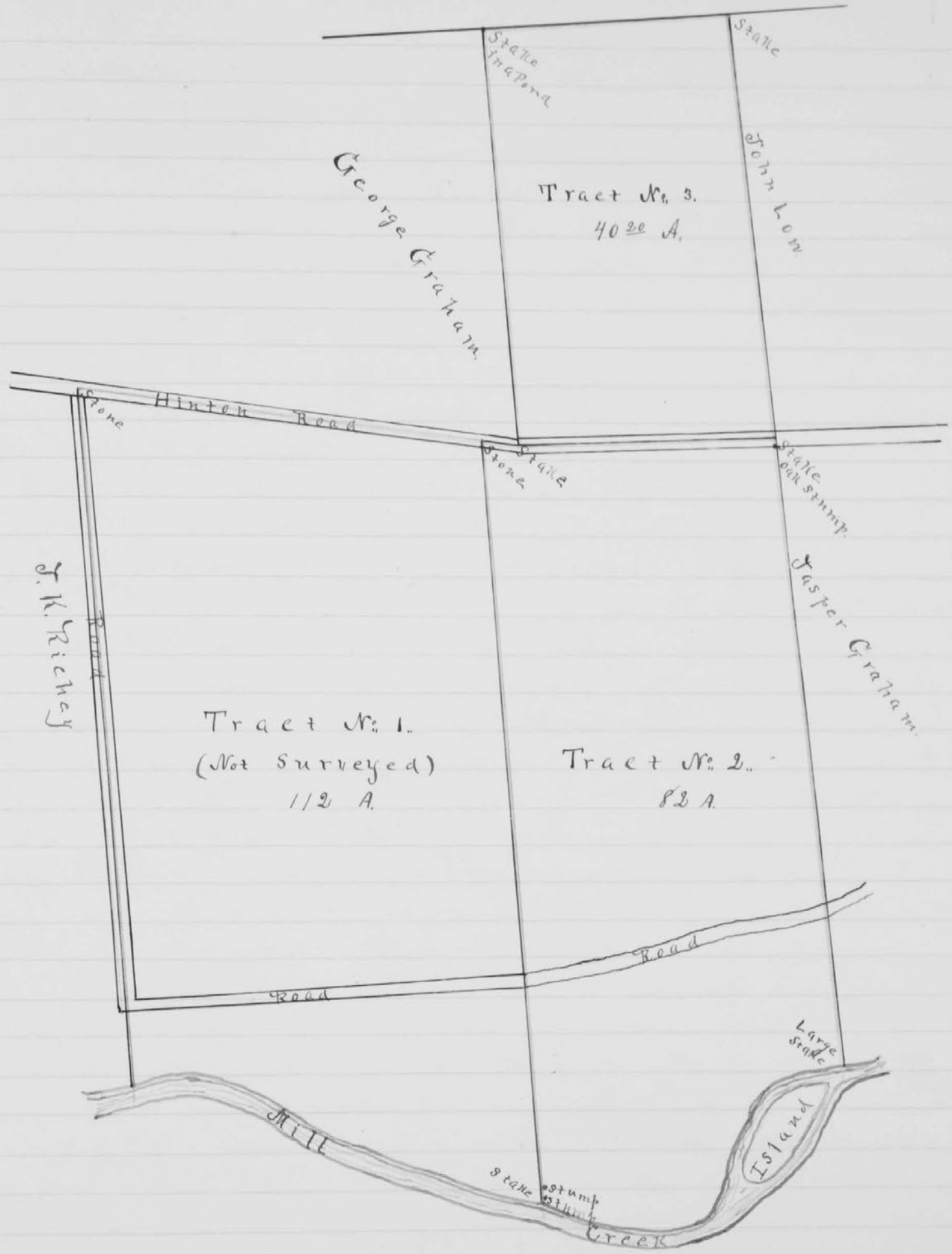
Bounded and described as follows:

Beginning at a stone in the center of the Hindon Road, and in the west line of Lot No. 5, of the subdivision of said Survey (see deed record 5 page 489) thence with said line South 8° East 171 poles to a stake at the South west corner of said Lot No. 5, in the center of Mill Creek; thence down the center of said creek with the meanders thereof to the South west corner of a lot of land containing 12 1/2 acres conveyed by Andrew Taylor to Chas. Low on the 3rd day of November 1859; thence with the West line of said Lot N. 8° West 190 1/2 poles to a stone corner to said Lot of land in the center of said Hindon Road; thence with the center of said road North 87° West 102 poles to the beginning.

Being part of Lot No. 5 of said subdivision of Survey No. 3956, and containing 113 acres more or less, being the same land conveyed by Andrew Taylor to Chas. Low, Vol. 55 page 383, Union County Record of Deeds. Appraised at \$30 per acre.

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Tract No. 2.
 Being part of Survey No. 3956. Beginning at a stake in the center of the Hinten Road and at the north west corner of Joseph Graham's land; thence with the west line of said land S. 7° 15' E. 158¹⁶ poles to a stake on the bank of Mill Creek; thence up the creek with the meanders thereof to the south east corner of 112 acres of land sold by Andrew Taylor to Chark Low; thence with the east line of said land N. 5° 30' W. 187⁴² poles to a stone in the center of said Road; thence with said Road S. 88° E. 98²² poles to a stake and N. 88° 30' E. 62²² poles to the beginning, containing 82 acres more or less.
 Appraised at \$24. per acre.

Tract No. 3.
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the north west corner of John Low's land; thence with said survey line S. 84° 15' W. 61²² poles to a stake the north west corner to George Graham's land; thence with the west line of said land S. 6° 30' E. 103²² poles to a stake in the center of the Hinton Road; thence with said Road N. 85° 30' E. 62²² poles to a stake at the south west corner of said John Low's land; thence with the west line of said land N. 7° 15' W. 107⁴⁴ poles to the beginning containing 40²² acres more or less.

Appraised at \$32. per acre.

On the 26th day of February A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7488
Levi Low
vs
John Low et al.

Court of Common Pleas

Union County, Ohio.

On motion to the Court by F. J. Arthur, Attorney, for the plaintiff and upon producing the proceedings of the Sheriff and the report and proceedings of the Commissioners heretofore appointed, and the same being examined.

It is ordered by the Court that said proceedings and report be, and the same are hereby approved and confirmed in all respects.

And thereupon neither of the parties electing to take said estate at the valuation thereof, as returned by said Commissioners, on motion of the counsel for plaintiff it is ordered by the Court that the lands and tenements in the petition mentioned and as appraised be sold at public auction, by the Sheriff of this County, according to the Statute in such case made and provided, 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 be secured by a mortgage upon the premises.

F. J. Arthur
Atty. for Off.

On the 2nd day of March A. D. 1898, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7488
Levi Low
vs
John Low et al.

Court of Common Pleas

Union County, Ohio.

To the Clerk of Court:

Issue Order of Sale in Partition in the above entitled case, directed to the Sheriff of Union County Ohio, returnable according to law.

F. J. Arthur
Atty. for Off.

Order of Sale in Partition.

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Order of Sale in Partition.

On the 2nd day of March A. D. 1898, the following order of sale in Partition was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County ss.
To the Sheriff of said County, Greeting:
In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the January Term, A. D. 1898, in a certain Petition for Partition, now pending in said Court, wherein Levi Low was Petitioner, and John Low et al Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said partition described, to-wit:

Tract No. 1.

Situate in Dover Township, Union County, Ohio, and part of Survey No. 3956; Bounded and described as follows:

Beginning at a stone in the center of the Hinton Road, and in the west line of Lot No. 5, of the sub-division of said survey (see deed record 5, page 439.) Thence with said line South Eight deg. East one hundred and seventy-one poles to a stake at the south west corner of said Lot No. 5, in the center of Mill Creek; Thence down the center of said creek with the meander thereof to the south west corner of a lot of land containing Twelve and One hundred and forty-four and Sixty hundredths acres conveyed by Andrew Taylor to Chark Low, on the 3rd day of November 1859; Thence with the west line of said lot, North Eight deg. West One hundred and Ninety and Seventy-two hundredths poles to a stone, corner to said lot of land in the center of said Hinton Road; Thence with the center of said Road North Eighty Seven deg. West One hundred and two poles, to the beginning, being part of Lot No. 5 of said sub-division of survey No. 3956, and containing 112 acres more or less, being the same land conveyed by Andrew Taylor to Chark Low, Volume 55 page 383, Union County Record of Deeds.

Appraised at \$30.00 per acre.

Tract No. 2.

Being part of survey No. 3956; Beginning at a stake in the center of the Hinton Road, and at the north-west corner of Jasper Graham's land; Thence with the west line of said land South Seven deg. Fifteen min. East One hundred and fifty-six and sixteen hundredths poles to a stake on the bank of Mill Creek; Thence up the creek with the meander thereof to the south east corner of One hundred and Twelve (112) acres of land sold by Andrew Taylor to Chark Low; Thence with the East line of said land North Five deg. 30 min West

One hundred and Eighty Seven and Sixty hundredths poles to a stake in the center of said Road; thence with said Road South Eighty five deg. East Nine and Eighty eight hundredths poles to a stake, and North Eighty eight deg. Thirty min. East Sixty two and Ninety two hundredths poles to the beginning, containing Eighty two (82) acres more or less.

Appraised at \$26. per acre.

Tract No. 3.

Being part of Survey No. 3956; Beginning at a stake in the North line of survey No. 3956 and at the north west corner of John Low's land; thence with said Survey line South Eighty four deg. Fifteen, West Sixty and Twenty Eight hundredths poles to a stake the north east corner to George Graham's land; thence with the west line of said land South Six deg. Thirty min. East One hundred and Three and Eight hundredths poles to a stake in the center of the Division Road; thence with said road North Eighty eight deg. Thirty min. East Sixty two and Ninety two hundredths poles to a stake at the south west corner of said John Low's land; thence with the west line of said land North Seven deg. Fifteen min. West One hundred and Seven and Forty four hundredths poles to the beginning, containing Forty and Twenty hundredths (40 2/5) acres more or less.

Appraised at \$32. per acre.

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

On the 2nd day of April A.D. 1898, the Sheriff of said County returned said Mail to the Clerk's office in said County, which return is as follows:

First tract appraised at \$30. per acre.

Second tract appraised at \$26. per acre.

Third tract appraised at \$32. per acre.

And that your proceedings in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof; and have you then and then this writ.

Witness my hand and the seal of said Court, at Marysville, this 2nd day of March A.D. 1898. J. R. Gussner Clerk.

On the 2nd day of April A.D. 1898, the Sheriff of said County returned said Mail to the Clerk's office in said County, which return is as follows:

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale,

Sherriff's Return

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Copy to Printer		24.09
Postage		25
Return		9.75
Judge Recording Mortgage		34.75
Total		

in the Marysville Tribune a newspaper printed and of general circulation in Union County, Ohio, and on the 2nd day of April A. D. 1895, at one o'clock P. M. on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this writ; then and there came Elmer C. and Flora Low, who bid for the first described tract, Twenty Nine Hundred and Twelve (\$2912) Dollars; Also at the same time, then and there came Conrad Weidman, who bid for the second described tract, Fifteen Hundred and Seventeen (\$1517.) Dollars; Also at same time then and there came John Low, who bid for the third described tract Twelve Hundred and Six (\$1206.) Dollars; said sums being more than two-thirds of the appraised value, and they being the highest and best bidders, were declared the purchasers.

J. Ed Robinson, Sheriff
Union County, Ohio.

On the 4th day of April A. D. 1895, the following Notice was filed with the clerk of this Court in writ:

F. J. Arthur, Attorney.

Sheriff's Sale
7488

Levi Lowe
vs
John Lowe et al.

Court of Common Pleas
Union County, Ohio.

Order of Sale in Partition.

By virtue of the above Stated Writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the south door of the Court House in Marysville, Ohio, on Saturday, April 2, 1895, at or about the hour of one o'clock P. M. on said day the following described real estate to-wit:

Tract No. 1.

Situate in the Township of Dorset, County of Union and State of Ohio, and part of Survey No. 3956, bounded and described as follows:

Beginning at a stone in the center of the Hinton Road and in the west line of Lot No. 5 of the Sub-division of said survey (see Deed Record 5 page 439;) thence with said line South Eight deg. East One hundred and Seventy-one poles to a stake at the southwest corner of said Lot No. 5 in the center of Mill Creek; thence down the center of said Creek with the meanders thereof to the southwest corner of a lot of land containing Twelve and one hundred and Forty-four one hundred and sixtieths acres conveyed by Andrew Taylor to Chas. Low on the 3rd day of November 1859; thence with the west line of said lot North Eight deg. West One hundred

and Ninety and Seventy-two hundredths poles to a stone corner to said lot of land in the center of said Clinton road; thence with the center of said road North Eighty seven deg. West One hundred and two poles to the beginning being part of lot No. 5 of said subdivision of Survey No. 3956, and containing One hundred and twelve acres more or less, being the same land conveyed by Andrew Taylor to Chark Low, Vol. 55, page 883, Union County Record of Deeds.

Tract No. 2.

Being part of Survey No. 3956; Beginning at a stake in the center of the Clinton road and at the northwest corner of Jasper Graham's land; thence with the west line of said land South seven deg. Fifteen min. East One hundred and Fifty-six and Sixteen hundredths poles to a stake on the bank of Mill Creek; thence up the creek with the meander thereof to the southeast corner of One hundred and twelve acres of land sold by Andrew Taylor to Chark Low; thence with the east line of said land North Five deg. Thirty min. West One hundred and Eighty seven and Sixty hundredths poles to a stake in the center of said road; thence with said road South Eighty five deg. East Nine and Eighty eight hundredths poles to a stake and North Eighty eight deg. Thirty min. East Sixty two and Ninety-two hundredths poles to the beginning, containing Eighty two acres, more or less.

Tract No. 3.

Being part of Survey No. 3956; Beginning at a stake in the north line of Survey No. 3956 and at the northwest corner of John Low's land; thence with said survey line South Eighty four deg. and Fifteen min. West Sixty one and Twenty-eight hundredths poles to a stake the northwest corner to George Graham's land; thence with the west line of said land South Six deg. Thirty min. East One hundred and Three and eight hundredths poles to a stake in the center of the Clinton road; thence with said road North Eighty eight deg. and Thirty min. East Sixty two and Ninety two hundredths poles to a stake at the south west corner of said John Low's land; thence with the west line of said land North Seven deg. Fifteen min. West One hundred and seven and Forty-four hundredths poles to the beginning containing Forty and twenty hundredths acres more or less.

Tract No. 1 appraised at \$30 per acre.

Tract No. 2 appraised at \$26 per acre.

Tract No. 3 appraised at \$32 per acre.

Terms of sale, One-third cash, One third in one year, One third in two years, deferred payments to draw 6 per cent interest and to be secured by first mortgage on the premises.

March 2, 1891.

J. Ed. Robinson, Sheriff

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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 8 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with March 2, 1895.

N. C. Shuman

Sworn to and subscribed before me, this 4th day of April, 1895.

(seal)

J. N. Gosnell Clerk

Printer's Fees, \$31.00

On the 4th day of April A. D. 1895, the following Entry was filed with the Clerk of this Court to wit:

Entry 7488

Levi Low

vs

John Low & Co

Court of Common Pleas

Union County, Ohio.

Confirmation of Sale in Partition and distribution.

This day this cause came on to be heard upon the motion of the Counsel for the plaintiff to confirm the sale made in this case, and upon producing the proceedings of the Sheriff, and the sale of the premises by him made in pursuance of the Court, and the same being examined and found by the Court in all respects in due form of law.

It is ordered that said proceedings and sale be, and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to the purchaser deeds in fee simple for the lands and tenements by him sold as aforesaid.

It appearing to the Court that some of the purchasers of said estate in partition sale desire to pay down more than one-third cash for the land by them bought, and the Court finding it to the interest of said estate, that they be permitted to so pay, and the parties in interest assenting thereto:

It is therefore ordered that the Sheriff receive such payment from said purchaser as desire to pay the same, and distribute the same in lieu of notes.

Thereupon the Court now on the distribution of the proceeds of said sale, on consideration whereof find and order as follows:

First - that the sum of \$361.25 be paid to the Administrator of the said Chas. Low, deceased, to pay the debts of said decedent.

Second: The taxes, interest and penalty now due on said lands, amounting to the sum of \$41.56.

Third: The costs and expenses of this suit amounting to \$275.4, including Attorneys fees of \$143.00 to F. J. Arthur, and that the Sheriff distribute the residue of the first payment

so received by him as above ordered amounting to the sum of \$1694.73 as follows:

1 st	To Levi Low	211.84
2 nd	To John Low	211.84
3 rd	To Elmer Low	211.84
4 th	To Flora Low	211.84
5 th	To Martha Low (now Hess)	211.84
6 th	To Eliza Jossey	211.84
7 th	To Ora Low	105.92
	To Bertha Low	105.92
8 th	To Mattie Conklin	105.92
	To Walter Conklin (minor)	105.92
		<u>1694.73</u>

That he divide the said sum as follows, and take notes with interest from day of sale, and mortgage to secure the same on the premises sold.

- 1st To Levi Low \$203.89 in one year and the same amount in two years.
- 2nd To John Low \$203.90 in one year and the same amount in two years.
- 3rd To Elmer Low \$203.90 in one year and the same amount in two years.
- 4th To Flora Low \$203.90 in one year and the same amount in two years.
- 5th To Martha Low ^(now Hess) \$203.89 in one year and the same amount in two years.
- 6th To Eliza Jossey \$203.89 in one year and the same amount in two years.
- 7th To Ora Low \$101.95 in one year and the same amount in two years.
- To Bertha Low \$101.95 in one year and the same amount in two years.
- 8th To Mattie Conklin \$101.95 in one year and the same amount in two years.
- To Walter Conklin ^(minor) \$101.95 in one year and the same amount in two years.

Attest

J. H. Hosnell Clerk
By J. W. Hosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dorn, Judge of said Court, of the Term of April, 1898; on the 4th day of April in the year of our Lord One thousand Eight hundred and Ninety eight.

Be it remembered that herebefore to-wit, on the 11th day of December A. D. 1897, Carrie M. Miller filed in the Clerk's office of the said Court of Common Pleas, the following petition against Obediah Holmes, May A. Holmes, George Davis, George B. Hamilton and L. C. Wharton, to-wit:

Petitioner
Carrie M. Miller
7481

Obediah Holmes,
May Holmes,
George Davis

Court of Common Pleas
Union County, Ohio.

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George B. Hamilton
Ed. L. C. Wharton,
Defendants

Petition.

First Cause of Action:

The defendant Obediah Holmes, is indebted to plaintiff in the sum of Five Hundred Dollars, which plaintiff claims with interest at Eight per cent (payable semi-annually) from the 19th day of November 1896, on a promissory note, of which the following is a copy:

Mayssville, Ohio, November 19th, 1891.
"Five years after date, I promise to pay to the order of Carrie McMillen, Five Hundred Dollars, at Peoples Bank, Mayssville, Ohio, Value received, without any abate whatsoever from valuation and appraisement Laws, with interest at the rate of eight per cent per annum after maturity, payable semi-annually.

The drawer and endorser severally waive presentment for payment, protest, and notice of protest and non-payment of this note.

It is expressly agreed that if default be made in the payment of any one of the Coupons hereto attached, representing the semi-annual interest on this note, or any part thereof, so long as they personally become due, then the whole principal sum represented by the note, shall, at the option of the holder hereof, immediately become due, and together with all unearned 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 whatsoever, then, and in that event, this note, and all accrued interest thereon shall immediately become due, and may be collected.

(Signed) Obediah Holmes.

There are no credits nor indorsements on said note.

Second Cause of Action:

At the time of delivering said note, and to secure the payment of the same, the defendant Obediah Holmes and Mary A. Holmes, his wife duly executed and delivered to plaintiff their mortgage deed, conveying the following premises:

Situated in the County of Union, in the State of Ohio, Clairborne Township, and part of Virginia Military Surveys Nos. 6307 and 6993, and bounded and described as follows:

Beginning at a stone in the center of the road leading from Richmond, Ohio, to Essex - the said stone being the south west corner to a lot owned by Sarah S. Kello;

Thence North Eighty Eight deg. East with the line of Sarah L. Wells Lot, Twenty five and Fifty-four hundredths poles to a stone in the west line of the A. and G. W. Railway; thence South Twenty Nine deg. Thirty five min. West with the line of said Railway, Fourteen and Two-eleventhths poles to a stone; thence North Eighty four and one-half deg. West Nineteen and Seven thirty-thirds poles to the center of said road from Richwood to Lees; thence North Three deg. Fifty min. East Ten and Fourteen thirty-thirds poles to the place of beginning, containing One acre and Twenty-nine fourths ($1\frac{29}{40}$) of an acre, more or less.

Said mortgage contained a condition, that if said Obediah Holmes and Mary A. Holmes, or either of them, should pay or cause to be paid unto plaintiff said principal note and ten interest coupon notes thereto attached, (which have been paid) when due, then to be void.

On the 21st day of November, 1891, at 3-30 O'clock, P. M. said mortgage was duly filed for record in the Recorder's office of Union County, Ohio, and was duly recorded in Book 31, page 106, of his records: the condition of said mortgage has been broken.

The defendants, George Davis, George B. Hamilton and L. E. Wharton, have or claim to have some lien or interest in said premises, but plaintiff avers that the same are subordinate to plaintiff's claim. (Except that of L. E. Wharton, which is for taxes), and plaintiff asks that they be compelled to get the same up, or be forever cut off from asserting the same.

Plaintiff therefore asks judgment against the defendant, Obediah Holmes, in said sum of Five Hundred Dollars, with interest at eight per cent. (payable semi-annually) from the 19th day of November, 1896, and that said premises may be sold, and the proceeds applied to the payment of said judgment.

J. E. Griffith
Attorney for Plaintiff

State of Ohio, Union County, ss.

J. E. Griffith, being duly sworn, says he is the attorney of the plaintiff, duly authorized; that the plaintiff is a non-resident of Union County, Ohio, and now absent therefrom, and that he believes the allegations contained in the foregoing petition are true.

I, sworn to and subscribed before me, this 8th day of December, 1897.

(seal)

A. H. Kellebrath
Notary Public

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On the 11th day of December A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:
Carrie M. Willen
vs
Obediah Holmes & al.

Court of Common Pleas
Union County, Ohio

To the Clerk of Court:

Issue summons in this case to the Sheriff of Union County, Ohio, for all the defendants, returnable according to law, Indorse - Action for personal judgment and foreclosure of mortgage, amount claimed - \$500.00, with 8% payable semi-annually, from November 19, 1896.

J. E. Griffith
Atty. for Plff.

On the 11th day of December A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Obediah Holmes, Mary A. Holmes, George Davis, George B. Hamilton and L. E. Whorton, that they have been sued by Carrie M. Willen, in the Court of Common Pleas of Union County, and must answer by the 8th day of January 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 20th day of December, A. D. 1897.

Witness my hand and the seal of said Court,

(seal)

This 11th day of December A. D. 1897

J. N. Russell Clerk

Indorsed "In action for personal judgment and foreclosure of Mortgage; amount claimed Five Hundred (\$500.) Dollars, with interest at eight per cent. payable semi-annually from November 19th 1896."

J. E. Griffith

Attorney for Plff.

Afterward on the 16th day of December A. D. 1897, 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 Fee	\$	do
Sheriff's Return	1	10
Mileage	3	88
Copies		75
Total	4	73

The State of Ohio, Union County.

Received this writ Dec. 11th A. D. 1897, at 3 O'clock P. M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to

Mary A. Holmes personally, to Obediah Holmes, George Davis and George B. Hamilton by leaving copies at their usual place of residence on December 15th A. D. 1897, to L. E. Whorton personally on December 16, A. D. 1897.

J. Ed. Robinson
Sheriff.

Answer
 Et
 Cross-petition
 7481
 Carrie M. McMillen
 vs
 Obediah Adams et al
 On the 30th day of December A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:
 Court of Common Pleas,
 Union County, Ohio.

And now comes the said L. E. Whorton one of the defendants in said action and by way of cross-petition demands his claim against the real estate named and described in the plaintiffs petition for foreclosure of mortgage and judgment against said premises wherein the amount claimed is \$570.00 with interest.

The defendant L. E. Whorton in this suit asks the Court to grant and give all relief to which she is entitled against said plaintiff joint defendant under the laws of Ohio, viz:

- 1st. To decree the priority of lien by tax sale, to said L. E. Whorton, a copy of said "Certificate of Delinquent Tax Sale" accompanied herewith and marked Exhibit "A".
- 2nd. Judgment for purchase money with subsequent taxes, interest and penalty thereon as per itemized statement below.

Jan. 17, 1893,	Taxes as per sale	\$ 24.58
Dec. 30 "	to transfer	10
" " "	December tax	5.40
June 30 1894	to June tax	5.40
Dec 19, 1894	" December tax	5.52
June 19, 1895	" June "	5.52
Dec. 18, 1895	" December "	5.05
June 15, 1896	" June "	5.05
Dec. 19, 1896	" Dec. "	5.48
June 19, 1897	" June "	5.48
Dec 20, 1897	" Dec. "	5.29
		<u>73.17</u>
	Interest and penalty	2
		<u>75.17.</u>

Personally appeared before me, C. E. Whorton agt. who being duly sworn both before and say, that the facts herein stated are true to her personal knowledge.

C. E. Whorton agt.
 Sworn to before me and subscribed in my presence this 30th day of December, A.D. 1897.
 (sd)
 Geo A. Gosnell Deputy Clerk

On the 6th day of January A.D. 1898, the following Cross-petition was filed with the Clerk of this Court, to-wit:
 Court of Common Pleas,
 Union County, Ohio.
 Carrie M. McMillen
 vs
 Obediah Adams et al

Now comes the defendant George Davis and says; that the defendants Obediah Adams and Mary A. Adams, being

Cross-petition
 7481

Answer and Cross-petition
 Carrie M. McMillen
 vs
 Obediah Adams et al
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husband and wife, died, on the 20th day of November A. D. 1891, whereby to him the premium in the petition described by Mortgage to secure the payment of One Hundred and Seven Dollars and Forty cents, with interest at the rate of seven per cent per annum, payable annually, which deed of mortgage was on the 9th day of December, 1891, duly filed for record in the Recorder's office of the said County of Union, and was by him duly recorded in Volume 31, at page 168 of the records of Mortgage of said County, and then became and still is a valid and subsisting lien on said premises well in priority to the plaintiff's claim thereon, and nothing has been paid on this this defendant's said claim and there is now due and owing to him thereon the sum of One Hundred and Sixty Dollars and fifteen cents which he claims.

Wherefore this defendant prays that said property may be sold and that his said claim be satisfied out of the proceeds of the sale thereof, and for all proper equitable relief.

J. F. Miller
Atty. for George Davis.

State of Ohio, Union County, ss.

George Davis, being first duly sworn, says that he is the above answering defendant and that the facts stated and allegations made in his foregoing Cross-petition are, as he verily believes, true.

George Davis.

Subscribed and sworn to before me, this 5th day of January, A. D. 1898.

(seal)

George Smith
Notary Public

On the 17th day of January A. D. 1898, the following answer and answer and Cross-petition was filed with the Clerk of this Court, to-wit:

Carrie M. Miller, vs. Obediah Holmes et al

7481

Court of Common Pleas
Union County, Ohio.

Now comes George B. Hamilton by leave of Court, one of the defendants in the above entitled cause, and by way of cross petition, this defendant says:

That on the 18th day of November, 1895, the said Obediah Holmes defendant herein, was indebted to him in the sum of \$60⁰⁰, payable in nine months, with interest from date of November 18, 1895.

That in order to secure the payment of said indebtedness, the said Obediah Holmes executed and delivered to this defendant a mortgage, dated November 18, 1895, on the premises described in the petition for sale in this cause.

That on the 19th day of November, 1895, at 8³⁰ O'clock P. M. said mortgage was delivered to the Recorder

of Union County, Ohio, and was recorded on December 13, 1895, in book 38 page 275-4 of the mortgage records of said County.

That in said mortgage it is provided, that if the said Obediah Holmes shall pay or cause to be paid his certain promissory note of above date herewith executed by him to the order of George B. Hamilton for Sixty Dollars, at 5 per cent interest due in nine months after date then this mortgage shall be void.

This defendant further says, that said mortgage has become absolute; that no part of the sum mentioned in said mortgage has ever been paid and that there is now due and owing to this defendant thence the sum of Seventy and 4/100 Dollars interest from this 15th day of January, 1898.

Therefore this defendant prays that said promise be sold and that his debt with interest be paid in full out of the proceeds of sale, and that he may have all other proper relief.

J. D. Jolliff
Atty. for Geo. B. Hamilton.

State of Ohio, Union County, ss.

Geo. B. Hamilton being duly sworn says that he is the defendant in the foregoing answer and Cross-petition, and that the facts set forth in said answer and Cross-petition are true as he verily believes.

Sworn to before me, and signed in my presence, this 15th day of January, 1898.

(seal)

H. V. Spicer
Notary Public.

On the 24th day of January A.D. 1898, the following Entry was filed with the Clerk of this Court to-wit:

Entry
7481

Carroll M. Miller
vs
Obediah Holmes et al
Court of Common Pleas
Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the Cross-petition of the defendant, George Davis and George B. Hamilton, and the evidence.

The Court find that all the defendants have been duly served with summons in this case, and that they are all, except George Davis and George B. Hamilton, in default for answer and demurrer, and that the allegations of the petition are confessed by all to be true, and that there is due the plaintiff from the defendant Obediah Holmes, on the promissory note set forth in the petition with interest to this 24th day of January, 1898, the sum of Five Hundred and Forty-Eight and 4/100 (\$548.61) Dollars.

Receipt
7481

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The Court further find that in order to receive the payment of said note, the defendants, Obediah Holman and Mary A. Holman, 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 Book _____, page _____, of the records of mortgages of Union County, Ohio, and is a good and valid lien on said premises described in the petition, except as to the lien for taxes, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant Obediah Holman, the said sum of \$548⁰⁰ and his costs herein expended.

And it is further adjudged and decreed that unless the said defendant 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 defendant herein the sum so found as aforesaid, with interest at eight per cent from January 24, 1898, the defendant's equity of redemption be foreclosed, and said premises be sold on the premises, 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
D. Dow, Judge.

On the 29th day of January A. D. 1898, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7481
Carrie M^c Millen
vs
Obediah Holman et al
Court of Common Pleas
Union County, Ohio.

To the Clerk of Court:
Issue Order of sale in this case directed to the Sheriff of Union County, returnable according to law.

J. E. Griffith
Atty. for Off.

On the 29th day of January A. D. 1898, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Order
of
Sale
The State of Ohio, Union County, ss.
To the Sheriff of said County: Writing:
Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 24th day of January, 1898, Carrie M^c Millen obtained a judgment and Decree against Obediah Holman et al, for the sum of Five Hundred and Forty Eight \$448⁰⁰ Dollars,

and Eighteen and ⁴/₁₀₀ Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Obediah Holmes et al. within three days from the 24th day of January, A. D. 1898, pay unto the said Court Clerk William the said sum of Five Hundred and Forty Eight Dollars and Sixty one cents, with interest from the 24th day of January, 1898, and costs appraised; and on default to pay the same, there an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the Statute regulating judgments and Executions at law, to sell the real estate described in the plaintiffs petition &c.

And whereas, the three days aforesaid have fully expired, and the said sum of Five Hundred and Forty Eight and ⁴/₁₀₀ Dollars and costs aforesaid, have not been paid, or any part thereof, as appears to me of record;

We therefore command you, that you proceed, without delay, to appraise, advertise and sell, according to the Statute regulating judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, Claitors Township, and part of Virginia Military Survey Nos 6307 and 6993, and bounded and described as follows:

Beginning at a stone in the center of the road leading from Richwood, Ohio, to Essex, the said stone being the South West corner to a lot owned by Sarah S. Wells: Thence North Eighty eight deg. East with the line of Sarah S. Wells lot Twenty Five and Fifty four hundredths poles to a stone in the west line of the A. and O. N. Railway: Thence South Twenty nine deg. Thirty five min. West with the line of said Railway, Fourteen and two Elevenths poles to a stone; Thence North Eighty four and one half deg. West Ninety and Seven thirty thirds poles to the center of said road from Richwood to Essex; Thence North Three deg. Fifty min. East Ten and Fourteen thirty thirds poles to the place of beginning, containing one acre and twenty nine fourths, (1. 29/40) of an acre more or less.

To be sold on premises.

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 fifty days from the date hereof, and bring this order with you.

(seal)

Witness my signature as Clerk of our said Court, of Common Pleas, &c. The seal of said Court, at Marysville, Ohio 29th day of January A. D. 1898
J. W. Bessell Clerk

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Afterward on the 10th day of March, A. D. 1898, the Sheriff of said County, returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return	Sherriff's Fee	\$ 10
	Service	25
	Levy	25
	Sum. Appraisals	1 20
	Issuing "	25
	Writing Appraisal	25
	Copy of "	25
	Notice to Painter	25
	Writing Notice	25
	Mileage	5 12
	Penningage	15 15
	Return	25
	Total	23 77
	Appraisers Fee	3 00

The State of Ohio, Union County, ss. I, in obedience to the command of the order of sale hereto annexed, I did, on the 31st day of January, 1898, summon J. L. Horn, W. Tallman and W. H. Hill, 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 31st day of January A. D. 1898, 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 Fiftyone Hundred Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 3rd day of February, 1898, I caused to be advertised in the Richmond Herald, (a newspaper printed and published and of general circulation in Union County), said lands and tenements to be sold at public sale on the premises in said County, on the 8th day of March A. D. 1898, 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 the 8th day of March A. D. 1898 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came Perry G. Baker, who bid for the same the sum of Ten Hundred and Fiftyone Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Perry G. Baker, 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 Ten Hundred and Fiftyone Dollars.

J. Ed Robinson Sheriff

On the 4th day of April A. D. 1898, The following Sheriff's Sale was filed with the Clerk of this Court, to-wit:

Sherriff's Sale
7481
Carrie M. Miller
Obediah Holmes 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 on the premises in Richmond,

Ohio, on Tuesday March 6, 1895, at or about the hour of one o'clock P. M. on said day, the following described Real Estate to-wit:

Situate in the Township of Clairborne, County of Union, and State of Ohio, and part of Military Survey Nos 6307 and 6993, and bounded and described as follows;

Beginning at a stone in the center of the road leading from Richmond, Ohio, to Cass, the said stone being the South west corner to a lot owned by Sarah S. Wells; Thence North Eighty Eight deg East with the line of Sarah S. Wells to Twenty five and fifty one hundredths poles to a stone in the West line of the A. E. & N. Railway; thence south Twenty nine deg Thirty five min West with the line of said Railway Fourteen and two eighths poles to a stone; Thence North Eighty four and one half deg West Nineteen and seven thirty thirds poles to the center of said road from Richmond to Cass; thence North three deg and Fifty min East Ten and fourteen thirty thirds poles to the place of beginning, containing one acre and twenty nine fortieths (1 29/40) of an acre more or less.

Appraised at \$1500.
Term of Sale, Cash.

J. Ed Robinson, Sheriff
of Union County, Ohio.

J. C. Griffith, Attorney.
Feb. 3rd, 1895.

State of Ohio, Union County, ss.

I, Geo. W. Warden, publisher of the Richmond Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 3rd day of February, A.D. 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. Warden

Sworn to and subscribed before me this 4th day of April A.D. 1895.

(cont)

J. S. Powell Clerk

On the 5th day of April A.D. 1895, the following Entry was filed with the Clerk of this County, to-wit:

Entry
7481

Carrie M. Miller

Obediah Holmes et al

Court of Common Pleas
Union County, Ohio.

On motion of the plaintiff, and on her producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court;

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It is ordered that said proceedings and sale be, and they hereby are, approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, Perry K. Baker, by deed, according to law, the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the clerk cause satisfaction of the mortgage herein paid on to be entered on the records thereof in the office of the Recorder of Union County, Ohio.

And the Court commencing now to distribute the proceeds of said sale, amounting to One Thousand and Fifty Dollars, it is ordered that the Sheriff out of the money in his hands, pay,

First. To the treasurer of Union County, the taxes and assessments upon said premises, amounting to \$5.35.

Secondly. The costs of this action taxed at \$33.16.

Thirdly. To the defendant L. C. Wharton the sum of \$56.96.

Fourthly. To the plaintiff, the amount hereof found due her with interest, to-wit, the sum of Five Hundred and Fifty-four Dollars and ten cents, (\$554.10).

Fifthly. To the defendant George Davis the amount by the Court considered to be due and so found upon his cross petition herein, to-wit, the sum of One Hundred and Sixty-one Dollars and Sixty-five cents (\$161.65).

Sixthly. To the defendant George B. Hamilton the amount by the Court considered due and so found upon his cross petition herein, to-wit, the sum of Seventy-one Dollars and five cents, (\$71.05).

Seventhly. To the defendant Obediah Holmes the remainder of the proceeds of said sale, to-wit, the sum of One Hundred and Twelve Dollars and Eighty cents, (\$112.80).

Attest

J. N. Hosmer Clerk.
By J. A. Hosmer Deputy.



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 Duncan Dow, Judge of said Court, of the Term of September, to-wit: on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that hitherto to-wit, on the 8th day of July A. D. 1896, W. A. Dilsaver filed in the Clerk's office of the said Court of Common Pleas, the following Petition against James Drake et al, to-wit:

Petitioner W. A. Dilsaver

7141

James Drake,
Frank Drake,
Harry Drake,
Edith Drake,
Elizabeth Drake,
J. E. Newhouse, et
Willard F. Langstaff.

Court of Common Pleas
Union County Ohio,

Plaintiff for his cause of action herein says:
On the 28th day of April A. D. 1896, by the consideration of the Common Pleas Court of Franklin County, Ohio, plaintiff received a judgment against the defendants James Drake, Frank Drake and Harry Drake, in their partnership name of Drake Bros, upon a certain promissory note, and against the defendants J. E. Newhouse and Willard F. Langstaff as their sureties thereon, for the sum of Two Hundred and Dollars, and eight per cent per annum interest thereon from said date, and for \$5.75 costs of said proceeding.

Said Drake Bros., J. E. Newhouse and Willard F. Langstaff have no goods, chattels, lands or tenements, subject to execution, out of which said judgment can be satisfied, but said James Drake, Frank Drake and Harry Drake are jointly seized of an equity of redemption in the following described premises.

Situate in the County of Union, State of Ohio, and in the Village of Magnetic Springs; being lot No. (20) Twenty, which fronts on Rose Street in said Village and runs back seventy-six (76) feet to an alley.

Also the following real estate in said Village; Beginning at a stone in the center of Boker's Creek at the west corner of lands about to be conveyed, and lands now owned by E. Blair: thence South forty (40) feet to a stone or post, within sugar tree fifteen inches in diameter and thirty-six feet and three inches west of said corner, on the south bank of Boker's Creek; thence east to the west line of Park Avenue and east with said line to a point seventy feet from the south west corner of Maggie M. Trickey's lot; thence parallel with the west line of said Maggie M. Trickey's said lot to a point in the center of Boker's Creek

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seventy feet west of the west line of said lot; thence in a southerly course with the center of said creek to the place of beginning.

Also the following described real estate in said Village; Beginning at a stake in the south bank of Boko Creek; thence north to the center of said creek; thence in a westerly course following the meanderings of said creek nine rods more or less; thence south to the line between lands of A. C. Hoskins and J. W. Hoskins heirs; thence east to the place of beginning, being the corner of lands of A. C. Hoskins and J. W. Hoskins' heirs, containing in all one-sixth of an acre more or less.

Also the following described real estate in said Village; Beginning at a stake, south east corner of lands now owned by the heirs of Jacob W. Hoskins, deceased; thence with the east line of said land north nine and one-half degrees east thirty-six poles to a stake; thence north eighty-four degrees west nine poles to a stake; thence south nine and one-half degrees west thirty-six poles to a stake in J. W. Hoskins' north line; thence with said line south eighty-seven and one-half degrees east nine poles to the place of beginning, containing two (2) acres of land.

An execution was issued upon plaintiff's said judgment to the Sheriff of Union County, Ohio, in which County all of said judgment debtors reside, and for want of goods and chattels whereon to levy, was on the 4th day of May, 1896, levied upon said above described premises, at an increase cost attaching to said judgment of \$4.00, which said levy is still in full force and effect.

The defendants J. E. Newhouse and Willard F. Langstaff jointly hold a mortgage upon said premises, and the defendants Edith Drake and Elizabeth Drake each claim some title or interest therein, which said claims plaintiff denies.

By reason of said mortgage and claims plaintiff is unable to effect a sale of said premises under said execution.

Plaintiff avers that said mortgage so held by said J. E. Newhouse and Willard F. Langstaff upon said premises was duly executed by said defendants James Drake, Frank Drake, Harry Drake, Edith Drake and Elizabeth Drake, and by them delivered to said J. E. Newhouse and Willard F. Langstaff for the express and only purpose of securing thereon as sureties upon the said note upon which plaintiff's said judgment herein sued upon was rendered; that said note upon which judgment was so rendered is the same note described in said mortgage; and that by the condition of said mortgage the failure of said Drake Bros. to pay said note and judgment thereon, no part of which has been paid, has rendered said mortgage absolute and given said mortgagees the right of

foreclosure thereunder. Therefore the plaintiff asks that said claimants be compelled to set up their claims, if any they have, in said property, or be forever barred from so doing, that the Court will adjust the priorities thereof and of plaintiff's said lien; that the plaintiff may be subrogated to all rights that the defendants J. E. Newhouse and Willard F. Langstaff may have by reason of their said mortgage; that said real estate may be ordered sold and the proceeds of the sale thereof applied to the payment of his said claim; that the balance of said proceeds may be equitably distributed, and for all proper equitable relief.

J. F. Miller
Atty. for Plf.

The State of Ohio, County of Union, ss.

W. H. Dilsaver, being first duly sworn, says that he is the plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing petition are, as he verily believes, true.

W. H. Dilsaver.

Sworn to before me and subscribed in my presence this 7th day of July, A. D. 1896.

Morris W. Hill
Justice of the Peace.

On the 8th day of July A. D. 1896, the following summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of said County;

You are hereby commanded to notify James Drake, Frank Drake, Harry Drake, Edith Drake, Elizabeth Drake, J. E. Newhouse and Willard F. Langstaff, that they have been sued by W. H. Dilsaver, in the Court of Common Pleas of Union County, and must answer by the 8th day of August 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 20th day of July, A. D. 1896.

Witness my hand and the seal of said Court, this 8th day of July A. D. 1896.

(seal)

J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy.

On the 9th day of July A. D. 1896, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows, to-wit:

Sherriff's Return

Sherriff's Fees	8	cts
Service & Return	1	40
Mileage	2	80
Exp.	1	05
Total	5	25

The State of Ohio, Union County.

Received this writ July 8th A. D. 1896, at 4 O'clock P. M. and served same by handing a true copy of this writ with the endorsement thereon to Harry Drake Edith Drake,

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Summons and
Cross-Petition
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Elizabeth Drake, J. E. Newhouse and Willard F. Langstaff personally, and to James Drake and Frank Drake by leaving a Copy at their usual place of residence on the 9th day of July, 1896.
Wm. J. Swadgrass, Sheriff.

On the 8th day of July A. D. 1896, the following Sumner was filed with the Clerk of this Court, to-wit:

Sumner and Cross-Petition
7141

W. H. Dilsaver
Plaintiff
vs
James Drake et al
Defendants

Court of Common Pleas
Union County, Ohio.

Now comes the defendant Willard F. Langstaff and admits the facts stated and allegations made in plaintiffs petition herein to be true, and by way of cross-petition herein says that he and the defendant J. E. Newhouse were sureties for James Drake, Frank Drake and Harry Drake upon the certain promissory note upon which judgment was recovered against them and the said Drakes by plaintiff as in his petition herein alleged.

This defendant further says that at the time he and the said J. E. Newhouse signed said note as sureties as aforesaid, to indemnify them against any loss that might result to them on account thereof, the defendants James Drake, Frank Drake, Harry Drake, Edith Drake and Elizabeth Drake, duly executed and delivered to them their certain Mortgage deed, with full covenants and warranties, conveying to them the premises described in plaintiffs petition.

Said mortgage contained the condition that if the said grantors thereof should pay, or cause to be paid, at maturity the said note secured thereby then it was to be null and void; otherwise to be and remain in full force and virtue.

Said mortgage note is overdue and unpaid, and by reason thereof there is a breach of the condition of said mortgage which gives the right of foreclosure thereon.

Said mortgage was duly filed with the recorder of Union County, Ohio, on the 5th day of March, 1895, and was by him duly entered of record on the 17th day of March, 1895, in Vol. No. 38 at pages 66, 67 and 68 of Union County Records of Mortgages, and is the first and best lien upon said premises.

Wherefore this defendant asks that said mortgage may be declared to be first and best lien upon said premises; that said premises may be ordered sold thereunder; that the proceeds of the sale thereof be applied to the payment of plaintiffs claim and for all proper reliefs.

J. F. Millar
Atty. for Willard F. Langstaff.

State of Ohio, Union County ss:

Willard F. Langstaff, being first duly sworn, says that the facts stated and allegations made in the foregoing pleading are, as he verily believes, true.

Willard F. Langstaff.

Sworn to before me and subscribed in my presence this 7th day of July, A. D. 1896,

(seal)

J. L. Joliff
Notary Public.

On the 30th day of April, A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7141

W. A. Dilsaver

vs

James Drake et al

Court of Common Pleas

Union County, Ohio.

This cause came on for hearing this 30th day of April, 1897, upon the petition and the answer and cross-petition of the defendant Willard Langstaff, and the evidence, and was submitted to the Court.

Upon due consideration the Court find that all the defendants have been duly served with summons, and that all are in default except said Willard Langstaff, and that they thereby confess the allegations of the petition and of said answer and cross-petition to be true, and the Court do so find them to be, except that the Court find that there have been payments made on plaintiff's claim since this action was commenced, and that there is now still due and unpaid thereon the sum of sixty-three dollars and forty-nine cents.

The Court further find that to indemnify the defendants J. E. Newhouse and Willard Langstaff as sureties upon the promissory note given to plaintiff of which the above amount is the balance unpaid, the defendants James Drake, Frank Drake and Harry Drake, principals on said note, together with the defendants Edith Drake and Elizabeth Drake, executed and delivered to said J. E. Newhouse and Willard Langstaff, their certain mortgage duly set up in the pleadings herein and conveying the lands in said pleadings described, and that said mortgage was duly recorded as alleged and is the first and best lien on said premises.

It is therefore considered and decreed that the plaintiff ought to be and he hereby is subrogated to all the rights of said defendant mortgagee under their mortgage; and it is further considered, adjudged and decreed that unless said mortgagees shall, within thirty days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs yet due in this action, and to the plaintiff herein the sum so found due him as aforesaid, with eight per cent interest from this date, the

Entry 7141

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equity of redemption of the defendant herein so having executed said mortgage be foreclosed, that said premises shall be sold, that an order of sale shall issue therefor to the Sheriff of Union County, directing him to sell said premises as upon execution, and to bring the proceeds into court for further order.

On the 11th day of October A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7141

N. A. Ditzner
Plaintiff
vs
James Drake et al
Defendants

Court of Common Pleas
Union County, Ohio.

This day this cause is settled by the parties, and costs paid in full.

Attest
J. M. Gosnell Clerk
By J. A. Gosnell Deputy.

Oleas 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 Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April in the year of our Lord One Thousand Eight Hundred and Ninety-eight.

Be it remembered that heretofore to-wit, on the 26th day of March A. D. 1898, Austin B. Kelley filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Chila Kelley, to-wit:

Petition
7527

Austin B. Kelley
vs
Chila Kelley
Court of Common Pleas
Union County, Ohio.

First cause of action The plaintiff says he has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union.

On or about the 2nd day of May A. D. 1887 at Marysville Ohio, he was married to the defendant.

The defendant in violation of her marital duties on the 4th day of January, 1897, in the Village of Marysville, near Daniel O'Brien's Livery Stable, and in Union County Ohio, committed adultery with one "Billy Williams".

On the night of the 15th day of January 1897, the said defendant left the plaintiff and since about that date has been an inmate of a house of ill fame at No. 15-3 La-celle Alley, Columbus Ohio, and afterwards was an inmate of a house of ill fame in Lafayette Alley, Columbus Ohio, until

about the 5th day of February 1896, and from said last named place the said defendant went to and became an inmate, and lived in a house of ill fame kept by one Nell Williams on Hickory Alley, Columbus Ohio, and from last named place the said defendant removed with said Nell Williams to No. 213 North Third Street, Columbus, Ohio.

That from the time said defendant left the plaintiff and went to Columbus, Ohio, and was an occupant of said place as aforesaid, she was a common prostitute and occupied said place as such.

That some time in the month of February 1896, the said defendant left 213 North Third Street Columbus, Ohio, the time plaintiff is unable to state more definitely, and since leaving said Third Street, the defendant has concealed her residence, and though the plaintiff has made diligent search inquiry and writing to persons most likely to know he has been unable to ascertain her whereabouts.

That this plaintiff is informed and charged the same to be true that the said defendant is now living in a state of adultery with a common thief known as "Red" Smith.

Second cause of action.

The plaintiff avowing as in his first cause of action says:

That on or about the 5th day of January 1895, the defendant in violation of her marital duties and without the fault of this plaintiff left him and has ever since been guilty of gross neglect of duty towards this plaintiff in that she has left his home and refused to return to the same and live with the plaintiff though requested by him to do so.

That he provided the defendant with a good home and by his work and labor provided her a comfortable home, clothing and all the necessaries of life, and the plaintiff avers he was without fault on his part.

Third cause of action.

The plaintiff for a third cause of action says that he is the owner in fee of the following described premises.

Part of Virginia Military Survey No. 4066 - beginning at a stone (3 buchu gons) in the east line of said survey No. 4066, and south east corner to Smith M. Amerino's land; thence with the south line of said land S. 82° N. 34 1/2 poles to a stone; thence S. 82° E. 75 29/100 poles to a stone in the Maryland and Amurine Mill Gravel Road; thence with said gravel road N. 87° E. 34 1/2 poles to a stone in the east line of said survey No. 4066. thence with said survey line N. 82° W. 78 poles to the beginning, containing sixteen and one half (16 1/2) acres - excepting therefrom 4 1/2 1/60 acres conveyed by E. L. Price and wife to Henry Crist by

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deed dated April 21st 1877, and recorded in Vol. 44 page 87 of the deed Records of Union County, Ohio; also excepting 3 $\frac{1}{2}$ acres conveyed by said Price and wife to L. E. Bellus by deed dated April 8th 1878, and recorded in Vol. 45 page 444 of said deed Records, and also excepting 8 $\frac{1}{2}$ acres conveyed by said Price and wife to Anna M. Freeman by deed dated April 22nd 1880, and recorded in Volume 57, page 637 of said Deed Records leaving a lot herein conveyed about 57 feet front on the Burton Grand Road and 190 feet deep.

The plaintiff says that the above described premises were purchased and paid for by him with his own means and money earned by his labor and that his wife who is wholly insolvent whose name appears as one of the grantees of the deed conveying said premises to the plaintiff did not contribute in any way to the payment of the purchase money in payment of the same and that she in fact has no interest in said premises as grantee and he is entitled to hold said premises free from any claim of the Defendant as such grantee.

Because he says that at the time of the making of said deed or after the same had been made he consented to the name of his said wife being placed in said deed as one of the grantees at her request and to keep peace between himself and his said wife.

That the defendant is threatening and unless restrained by the ~~order~~ of this Court convey her title in said real estate.

This plaintiff therefore prays that he may be divorced from the defendant and that he may have his title to the above described premises and deed to have the title in fee to said premises and hold and have the same free from any and all claims whatsoever of said defendant as grantee or donor interest and for all proper relief, and that the defendant may be estopped from selling or wrongfully her interest in said land.

D. H. Ayers
Atty. for Plaintiff.

The State of Ohio, Union County, ss:
Austin B. Kelley, being first duly sworn says the facts stated and allegations contained in his foregoing petition are true.

Austin B. Kelley
Sworn to before me and signed in my presence this 16th day of March, 1898.

(Seal) J. N. Hornell, Clerk of Court.
Clerk - Issue summons on the petition in the above case to the Sheriff of Franklin County, Ohio, returnable according to law, endorse "Action for divorce and to quiet title."
D. H. Ayers
Atty for Plaintiff.

Temporary Injunction granted this 30th day of March, A. D. 1898, with out bond.

James M. Campbell
Probate Judge.

On the 31st day of March A. D. 1898, the following summons was issued by the Clerk of this Court to-wit:

Summons

The State of Ohio, Union County, Ohio.
To the Sheriff of Franklin County.

You are commanded to notify Chita Kelly that Austin Kelly has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her) charging her with adultery and gross neglect of duty, and asking that she be divorced from her and for other proper relief.

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

You will make due return of this summons on the 11th day of April A. D. 1898.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville this 31st day of March A. D. 1898
J. W. Young Clerk

On the 4th day of April A. D. 1898, the Sheriff of Franklin County returned said summons to the Clerk's office in said Union County, which return is as follows:

Sheriff's Return

Sheriff's Fee	00
Service	20
Copy	20
Outrage	96
Docket	20
Return & Pos.	27
Total	\$1 88

Received 5 o'clock P. M. on the 31st day of March A. D. 1898, and on the 1st day of April at 9⁴² A. M. A. D. 1898, I served the same by personally handing a true and duly certified copy of this writ with all the endorsements thereon together with a certified copy of the petition herein to the within named Defendant Chita Kelly.

Wheeler J. Young Sheriff
By C. A. Anderson Deputy.

On the 30th day of March A. D. 1898, the following Order of Injunction was filed with the Clerk of this Court to-wit:

Order of Injunction

Austin B. Kelly
Plaintiff

Before the Probate Judge.

vs
Chita Kelly
Defendant

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

And now on this 30th day of March, 1898, came the plaintiff by D. W. Ayers 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 and

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Verdict 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 selling or transferring her interest in the lands in the petition described, as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed "injunction allowed" and without bond.

James McLaughlin
Probate Judge.

The State of Ohio, Minn. County, ss.

I, James McLaughlin, 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, this 30th day of March A. D. 1898.

James McLaughlin
Judge and ex-officio Clerk.

On the 19th day of May A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
75-27

Austin B. Kelley
vs
Chita Kelley
Court of Common Pleas
Minn. County, Ohio.

And now comes the said plaintiff, by D. K. Ayers 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 her to be true.

The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Minn., 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 Austin B. Kelley and Chita Kelley be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered and decreed by the Court that the said Austin B. Kelley have and hold the real estate described in his said petition free from any and all claims of the defendant Chita Kelley; and that said Austin B. Kelley be and is hereby decreed to be the sole owner of said real estate and to own the same in fee simple.

Said real estate being in Survey No. 4066, in Paris Township, Minn. County, Ohio, and consisting of about 57 feet fronting on the Fulton Grand Road and about 197

but deep being the same land conveyed to said Austin B. Kelly by E. L. Price, and recorded in Volume 57 page 637 of the Records of Deeds.

And it is further ordered by the Court that the said Austin B. Kelly recover from said Chula Kelly costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Attest

J. M. Gosnell Clerk
By J. W. A. Gosnell Deputy.

This case 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 Duncan Dow, Judge of said Court, of the Term of January, 1898, on the 3rd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 19th day of April A. D. 1897, Lorenzo Chapman filed in the Clerk's office of the said Court of Common Pleas the following Petition against Arthur F. Benedict, to-wit:

Petition
7358

Lorenzo C. Chapman }
vs } Court of Common Pleas
Arthur F. Benedict Ed } Union County, Ohio.
Thos O. Cratty }

Now comes the plaintiff and for his cause of action against the defendant says:

That on and before the 31st day of August, 1896, the plaintiff was the owner of the following described tract of land: situate in the Township of Jackson, County of Union and State of Ohio, being a part of Virginia Military Survey No. 9921 and bounded and described as follows:

Beginning in the center of Rush Creek (witness a Bot Alder) South West corner of lands owned by Martha C. Taylor; thence with the west line of said Taylor land in a northerly direction to the center of the Essex and Byhalia Grand Road; thence with the center of said road in a westerly direction to the North east corner of land owned by C. W. Burgoon; thence with the east line of said Burgoon's land in a southerly direction to the center of said Rush Creek; thence down said Creek with the meanderings thereof to the place of beginning, containing 25 acres of land more or less.

That on or before the 31st day of August the defendant made a contract with the plaintiff whereby defendant was to receive a deed for said land above described and was to give in payment thereof a note calling for \$800 given by W. C. Burgoon to the defendant A. F. Benedict which said

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note was secured by a mortgage given by said L. W. Borgom to the said defendant on 45 acres of land in Jackson Township of said county, which note and mortgage the defendant was to assign to the plaintiff herein and as a further consideration was to assume the payment of a mortgage for \$300 given by the plaintiff herein to George B. Hamilton on the above described tract of land.

That at the time of making said contract the defendant represented to the plaintiff that the mortgage given by Borgom on said tract of land was a second mortgage given by said Borgom which called for a balance of \$300, which if true would have made the mortgage assigned to the plaintiff a sufficient security for said \$500 note.

Plaintiff says that relying upon the statements and representations of the defendant in regard to said mortgage he did on the 31st day of April, 1896, make and deliver to the defendant a deed for said above described tract of land and the defendant assigned to the plaintiff the note and mortgage as above set forth and also assumed the payment of the mortgage for \$300 given by the plaintiff to Hamilton and in consideration of the plaintiff receiving from the said Borgom the sum of \$50 then due on said mortgage as interest, the plaintiff sold to the defendant one half of the crop of corn, oats and millet then on said above described tract.

Plaintiff further says that the said Borgom mortgage was assigned to the plaintiff by the defendant was not, as the defendant represented, a second mortgage lien on said land but that in fact there were two prior mortgage liens, the first being a mortgage calling for \$1700 with interest and a second mortgage calling for the sum of \$450 with about \$40 accrued interest, making in all about \$2200 in mortgages assigned to the plaintiff and in consequence of which facts the mortgage so assigned the plaintiff was worthless, all of which facts were well known to the defendant herein at the time of making the contract with the plaintiff and defendant so falsely represented said facts with the intent to defraud plaintiff out of his said land.

Plaintiff says that upon the discovery of the facts in regard to said mortgage he requested the defendant to recover the said lands so wrongfully obtained to him and indeed the defendant the said note and offered to reassign the said mortgage and the plaintiff has ever since and is now ready so to do but the defendant refuses to recover the said land to the plaintiff.

The defendant has paid no part of the consideration for said land and the only amount the plaintiff has received in any way was the \$50 so paid the plaintiff at the time of making the said deed and for which the defendant was fully compensated in receiving one half of the crops as above set forth.

Plaintiff further says that he is still in possession of said tract of land and that the defendant is seeking to oust him from the same and for that purpose has obtained a judgment

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of judgment against the plaintiff before Thos. P. Cratty, a Justice of the Peace for Chatham Township, Union County, Ohio, and unless enjoined by this Court will enforce the same and thereby cause the plaintiff great and irreparable injury.

Wherefore the plaintiff prays that the defendant may be enjoined from interfering with his possession of said land or proceeding on the said judgment of judgment and said Thos. P. Cratty be enjoined from issuing any order on same, and that he defendant, be required to recover said premises to the plaintiff, and that the title to the same may be quieted and confirm in plaintiff and for such other relief as justice and equity may require.

A. V. Steer Esq
Common Esq Cameron
Attorneys for Plaintiff.

The State of Ohio Union County, ss.

Lorenzo C. Chapman, being first duly sworn says that he is the plaintiff in the above cause and that the facts stated and allegations made are true as he verily believes.

Lorenzo C. Chapman
Lorenzo C. Chapman
this 19th day of April, 1897.
(seal)
Jesse A. Gornall Deputy Clerk

Judge's
Temporary
Restraining
Order
Lorenzo C. Chapman
against
Arthur F. Benedict Esq
Thomas P. Cratty

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

I allow a temporary restraining Order in the above action, as prayed for in the petition, until the same can be further heard, upon Plaintiff giving an undertaking, conditional according to law, to the satisfaction of this Court, in the sum of One Hundred Dollars (\$100.00)

Done this 19th day of April, 1897.
Duncan Dow, Judge.

On the 20th day of April A.D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of said County:

You are hereby commanded to notify Arthur F. Benedict and Thomas P. Cratty that they have been sued by Lorenzo C. Chapman, in the Court of Common Pleas of Union County, and must answer by the 22nd day of May A. D. 1897, or the 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 May A. D. 1897

Witness my hand and the seal of said Court,

this 20th
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This 20th day of April A. D. 1897.

(seal)

J. N. Grinnell Clerk
By J. W. A. Grinnell Deputy

Afterward on the 21st day of April A. D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Sheriff's Return

Sheriff's Fee	\$	40
Sw. & Ret		65
Mileage		3 52
Copies		30
Total		4 47

The State of Ohio, Union County.

Received this writ April 20th A. D. 1897, at 11 o'clock A. M. and served same by delivering a true and certified copy of this writ with all the endorsements thereon to Arthur F. Benedict and Thomas O. Cratty personally on April 20th, 1897.

J. Ed Robinson Sheriff.

On the 21st day of June A. D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer 7358

Lorenzo C. Chapman
vs
Arthur F. Benedict

Court of Common Pleas
Union County, Ohio.

By leave of Court, the defendant for answer to the petition of the plaintiff herein says, he admits that on or about August 31st 1896, plaintiff was the owner of the land in the petition described, that on or before August 31st he made a contract with plaintiff whereby he was to receive a deed for said land that he was to give in payment therefor a note calling for \$800, given by C. W. Burgoon to defendant, that said note was secured by a mortgage given by said C. W. Burgoon to defendant on 45 acres of land in Jackson Township said County, and which said note and mortgage he was to assign to plaintiff herein, that he was to assume the payment of a mortgage for \$300 given by plaintiff to George B. Hamilton on said land; Also admits the making and delivery by plaintiff of a deed to him for said land and the assignment to plaintiff the note and mortgage and that he assumed the payment of the mortgage for \$300 given by plaintiff to Hamilton.

Defendant denies each and every other allegation in said petition and says that plaintiff had full knowledge of all mortgage liens on said land before he made and delivered said deed to defendant.

Defendant says that he guaranteed the payment of said note for \$800, assigned to plaintiff, and that by reason of said guaranty said note was accepted by plaintiff as part payment for said land.

Defendant further says that by the terms of said contract for the purchase of the land in the petition described one half of the em, oats and millet were to go with the land to him.

Wherefore defendant asks judgment that he go hence without day and recover against the plaintiff his costs.

J. L. Jolliff
Attorney for plaintiff.

State of Ohio, Minn County, ss.

Arthur F. Benedict being first duly sworn says that he is the defendant in the above cause and that the facts stated and allegations made are true as he believes.

Arthur F. Benedict sworn to before me and subscribed in my presence this 15th day of May, 1897.

J. F. Miller
Notary Public.

On the 1st day of February A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7358

Lorenzo C. Chapman
vs
Arthur F. Benedict et al.

Court of Common Pleas
Minn County, Ohio.

This day came this cause on to be heard upon the pleadings and evidence.

On consideration whereof the Court find that the defendant Arthur F. Benedict did obtain from the plaintiff the deed of conveyance in the petition described by fraud and misrepresentation, as the plaintiff has in his petition alleged.

It is therefore adjudged and decreed that the said deed of conveyance from the said Arthur F. Benedict (sometimes called F. A. Benedict) be, and the same is hereby set aside, vacated and declared to be of no force or effect in law to affect the title of the said premises, or to convey the same to the said defendant.

And it is further considered that each party pay the cost made by him, and in default of payment that execution issue therefor as upon judgment at law, and plaintiff to resign and deliver up to defendant said \$500 note and mortgage received by him of defendant as part payment for said land.

Attest

J. M. Hosmer Clerk
By J. A. Hosmer Deputy.

J. L. Jolliff Atty. for Def.

Petition
in Error
7150

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Entry 7150

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Pleas continued and held at the Court House in
Marysville within and for the County of Union, in the Tenth
Judicial District of the Court of Common Pleas of the State of Ohio,
before the Honorable Duncan Dow, Judge of said Court, of the Term
of January, 1898, on the 3rd day of January, in the year of our
Lord one thousand eight hundred and ninety eight.

Be it remembered that heretofore to-wit: on the 20th day
of July, A. D. 1896 Thomas Hurd, filed in the Clerk's office of the
said Court of Common Pleas, the following Petition in error against

Petition
in Error
7150

Levi Pica, vs-wit:
Thomas Hurd
vs
Plff. in error
Levi Pica

Court of Common Pleas
Union County Ohio

Deft. in error

The plaintiff says, that on the 3rd day of April
1896, the said defendant in error, who was plaintiff therein, by the
consideration of A. E. Knot a Justice of the Peace for Liberty Town-
ship, Union County, Ohio, recovered a judgment against plaintiff
in error, who was defendant therein, in the sum of Twelve and
27/100 Dollars, and costs of suit.

That there was manifest error in said judgment
and said proceedings in this, to-wit:

1st - That said Justice of the Peace erred in rendering judg-
ment against said plaintiff in error and in favor of said
defendant in error.

2nd - That the Cause of action herein sued upon was barred
by the Statute of Limitation, and said plaintiff in error having
interposed his plea to that effect the said judgment ought to
have been for plaintiff in error and against defendant in error.

3rd - Other errors are apparent upon the face of the record
all of said errors will more fully appear from the transcript of the record
of said judgment and proceedings hereto attached, marked "A" and
made part hereof.

Plaintiff in error therefore asks that said judgment
of the said Justice of the Peace be reversed and that plaintiff
in error be restored to all things he has lost by reason of said
judgment, and for all proper relief on the premises.

John M. Brodrick
Attorney for Plff. in Error.

I hereby waive the issuing and service of summons
and enter my appearance herein this 7th day of January, 1898.

Levi Pica
By J. M. Kennedy his Atty.

Entry
7150

On the 8th day of January A. D. 1898, the following entry was
filed with the Clerk of this Court, to-wit:
Thomas Hurd, Plff. in Error,
vs
Levi Pica, Deft. in Error

Court of Common Pleas
Union County Ohio

This day this cause came on for hearing on

the petition in error and the transcript of the proceedings of A. L. Knot, a Justice of the Peace for Liberty Township, Union County, Ohio, herein filed, and the same was argued by counsel and submitted to the Court.

On consideration whereof the Court do reverse, vacate and set aside the judgment of said Justice of the Peace, and said cause is set down for trial in this Court.

And said cause coming on further to be heard on the demurrer of the said Thomas Bird to the petition of said Levi Rea, the same was argued by counsel and submitted to the Court.

On consideration whereof the Court do sustain said demurrer. It is therefore considered and adjudged by the Court that said petition of said Levi Rea, and the same hereby is dismissed, and that said Thomas Bird recover his costs herein expended taxed at \$8.68, and execution is awarded therefor.

Brodrick for Bird
J. M. Kennedy for Rea

Attest
J. H. Hosnell Clerk
By J. A. Hosnell Deputy.

Plas continued and held at the Court House in Maysville, within and for the County, Ohio, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April, in the year of our Lord one thousand eight hundred and ninety eight.

Be it remembered that herebefore to-wit, on the 24th day of March A. D. 1898, Sarah A. Hale filed in the Clerk's office of the said Court of Common Pleas, the following Petition, to-wit:

Petition
in Error
75-28

Sarah A. Hale
Plff. in Error
Aaron Boylan
Def. in Error

Court of Common Pleas
Union County, Ohio.

Plaintiff in Error says, that in an action pending before Charles Rice one of the justices of the peace, in and for the township of Union, County of Union and State of Ohio, wherein the Plaintiff in Error herein, Sarah A. Hale, was plaintiff, the said defendant in error, herein, Aaron Boylan, was defendant.

That after a full hearing of said cause, it was upon consideration by said Court, dismissed, without prejudice to a new trial, and a judgment for the costs was rendered against this plaintiff in error, all of which will more fully appear in the transcript duly certified, of the proceedings of said justice of the peace, in said action hereto attached marked "A" and made a part of this petition in error.

The plaintiff in error avers that there is error

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75-28

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in said judgment of dismissal, and in said proceedings in this, to-wit:

1st. That said Justice of the Peace erred in rendering a judgment of dismissal, against this plaintiff in error, after hearing the evidence in the case, and without a finding that the said action brought in the wrong township.

2nd. That the Court erred in rendering judgment against this plaintiff in error.

3rd. That the judgment of said Justice of the Peace is against the law.

4th. That there are other errors manifest in the record. Plaintiff in error therefore prays that the said judgment of dismissal may be reversed and that said plaintiff in error may be restored to all things she has lost by reason thereof.

W. W. Merchant

Atty. for plaintiff in error.

I hereby waive the issuing and service of Summons in the above case and voluntarily enter my appearance as defendant in error in the said case.

March 24, 1898.

Aaron Baylan Defendant
by J. H. Kirkcaldie, his Atty.

On the 10th day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7525

Sarah A. Hale
vs
Aaron Baylan
County of Common Pleas
Union County, Ohio

This cause came on to be heard upon the petition in error and the transcript of the record containing the judgment sought to be reversed and was argued by counsel.

On consideration whereof the Court find that there is no error manifest upon the face of the record in the order of said Justice of the Peace in dismissing said case without prejudice.

It is thereupon considered, ordered and adjudged by this Court that the action of the Justice in dismissing said case be, and the same is hereby affirmed.

It is further considered and ordered that the plaintiff pay the costs of this proceeding in error taxed at \$4.74 and in default thereof that execution issue therefor.

Ordered that a copy of this entry be certified to the said Justice of the Peace, to all of which the plaintiff then and there excepted.

J. H. Kirkcaldie Atty. for Def.
W. W. Merchant for Off.

Attest

A. N. Gosnell Clerk
By J. A. Gosnell Deputy.

Pleas continued and held at the Court House in Waverly, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, 1898; on the 4th day of April in the year of our Lord One thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit; on the 26th day of November A.D. 1897, Jeremiah Miller filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Isaac Brodrick, to-wit;

Petition Jeremiah Miller vs Isaac Brodrick
7467
Court of Common Pleas
Union County, Ohio

The plaintiff says, that this action is founded upon a written instrument, to-wit; a promissory note for the unconditional payment of money only, which promissory note is in the words and figures following, to-wit:

"\$134.25
April 11th 1896.
Four months after date I promise to pay to Aaron Sharp, or order the sum of One Hundred and Thirty-four Dollars and Twenty-five cents, for value received. Interest at 8% from date.
(signed) B. F. Brodrick
Isaac Brodrick surety"

That the said note, is in legal effect, joint and several, and was executed by the said defendant Isaac Brodrick, and one B. F. Brodrick as above shown.

That said promissory note, before the same became due, in the usual course of trade, and for a fair value was endorsed, assigned and transferred to the plaintiff, who is now the owner and legal holder thereof.

That said Aaron Sharp endorsed the same to plaintiff under the name and initials of A. W. Sharp.

No payment has been made upon said note, and there are no credits on the same, and there is now due to the plaintiff from said Isaac Brodrick upon said promissory note the sum of One Hundred and Thirty-four & 25/100 Dollars, with interest at eight per cent from the 11th day of April, 1896, and for which amount, with said interest the plaintiff asks judgment against said defendant.

E. W. Porter makes oath that he is one of the attorneys for the plaintiff, in the above entitled action, and that this action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant as such attorney, affiant believes the facts stated in the foregoing petition to be true.

Sworn to by E. W. Porter, before me, and
E. W. Porter,
Atty. for Plaintiff.

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signed by him in my presence, this 26th day of November A.D. 1897.

(seal)

J. N. Gurnell
Clerk of Court

To the Clerk:

Issue a summons in the above entitled case against the defendant Isaac Bordrick, returnable according to law, Endorse "Amount claimed \$134.25 with interest at 8% from April 11, 1896, Nov. 26" 1897.

Order of Court

On the 26th day of November A.D. 1897, the following summons was issued, by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of Union County:

You are hereby commanded to notify Isaac Bordrick that he has been sued by Jeremiah Miller, in the Court of Common Pleas of Union County, and must answer by the 30th day of December A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 6th day of December A.D. 1897.

Witness my hand and the seal of said Court, this 26th day of November A.D. 1897.

(seal)

J. N. Gurnell
Clerk of Court

On the 30th day of November A. D. 1897, the Sheriff of said County returned said summons, to the Clerk's office in said county, which return is as follows, to-wit:

Sheriff's Return.

The State of Ohio, Union County.

Sheriff's Fees	40
Ser. & Ret	50
Outage	16
Total	66

Received this writ Nov. 26th A.D. 1897 at 5 O'clock P. M. and hereby returned by waiver below, this 30th day of November, 1897.

J. Ed. Robinson Sheriff.

I hereby waive the service of the within summons and enter my appearance herein this 30th day of November, 1897.

Isaac Bordrick

By John M. Bordrick his Atty.

On the 30th day of Dec. A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer
7467

Jeremiah Miller
vs
Isaac Bordrick
Court of Common Pleas
Union County, Ohio.

And now come the said defendant, and for answer to plaintiff's petition herein filed says:

That he has been enjoined by the Court of Common Pleas of Logan County, Ohio, from paying said note or any part thereof to said plaintiff, in an action now pending therein, wherein Thomas L. Morse as Guardian of the said Aaron Sharp, who is payee in said note is plaintiff and defendant herein, and the principal on said note B. F. Bordrick are defendants which case

is numbered on the records of said Court as case No. 7359.

That the same involved in said case in Logan County Court is as to the ownership of the said note herein sued on.

Defendant says that the said injunction so granted by said Court in Logan County, Ohio, is a bar to further proceedings herein until the same is fully determined.

Defendant therefore asks this action held in abeyance herein until the determination of said case in Logan County, Ohio.

John M. Brodrick
Attorney for Defendant.

The State of Ohio, Union County ss.

John M. Brodrick, being sworn makes oath that he is the duly authorized Attorney for said defendant; that the facts stated in the foregoing Answer are within the personal knowledge of affiant, and that the facts stated in the foregoing answer are, as affiant believes, true.

Sworn to by said John M. Brodrick before me, and signed by him in my presence this 30th day of December 1897.

(seal)

J. N. Gosnell
Clerk of Court.

On the 3rd day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to wit:

Entry
7467

Josiah Miller
vs
Isaac Brodrick
Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the petition of plaintiff - the defendant being in default for answer to the merits of the action, and not filing and pleading thereto, and the Court being advised in the premises find the allegations of the petition to be true, and find that the defendant Isaac Brodrick is indebted to plaintiff as alleged in his petition in the sum of One Hundred and Thirty-four and 25/100 Dollars, with eight per cent interest on same from April 15th 1896, making the amount on May 11th 1898, to be \$156.62.

It is therefore considered and adjudged that the plaintiff recover of defendant said sum of \$156.62 and 8 per cent interest on same from May 11th 1898, and his costs herein expended taxed at \$5.65, and said judgment is hereby stayed for 30 days from the 11th day of May, 1898.

It is found by the Court that the said Isaac Brodrick was surety only for B. F. Brodrick on the note sued upon in this action.

Attest,
J. N. Gosnell Clerk
By J. A. Gosnell Deputy

Brodrick for Deft.

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Pleas continued and held at the Court House in the Village of 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 Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April, in the year of our Lord One thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore on the 2nd day of May A.D. 1898, The Farmers Bank filed in the Clerk's office of the said Court of Common Pleas, the following petition against Alvin Thompson et al to-wit:

Petition
7544

The Farmers Bank
vs
Alvin Thompson Ed
Ellen P. Thompson

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 said The Farmers Bank, the above named plaintiff says that there is due to it from Alvin Thompson and Ellen Thompson Defendants, on a promissory note made by the defendants, dated the 21st day of March A.D. 1896, a copy of which note, with the warrant of Attorney thereon annexed, is hereby attached, marked "Exhibit A" and made a part of this petition the sum of Four ~~Thousand~~ Dollars and no cents, with interest thereon at eight per cent per annum, from the 20th day of April A.D. 1898.

The Plaintiff further says that it is the legal owner and holder of said note, that the said sum is due and unpaid. Whereupon, the plaintiff asks judgment against said defendants for the sum of Four Thousand Dollars, with interest at eight per cent per annum from the 20th day of April A.D. 1898 and costs of suit.

John W. Broadrick
Attorney for Plaintiff

(Copy of Note)

\$4000-

Marysville Ohio, March 21, 1896,

One year after date as principal debtors, we jointly and severally promise to pay to the order of The Farmers Bank, Four Thousand Dollars, for value received, with interest at 8% payable quarterly in advance.

And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us in favor of the holder of this note, for the amount of said note with 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 21st day of March, 1896.

Alvin Thompson
Ellen Thompson

The State of Ohio, Union County, ss.

Charles W. Southard, the Cashier of the above named plaintiff, being duly sworn, says that he believes the statements in the foregoing Petition to be true. He further says that the said plaintiff, is a corporation duly incorporated under the laws of the State of Ohio.

Charles W. Southard

Sworn to before me and signed in my presence this 29th day of April A. D. 1898.

(seal)

J. T. Gosnell
Clerk of Courts

Answer
75-44

The Farmers Bank
vs
Alvin Thompson & Ellen P. Thompson

Court of Common Pleas
Union County, Ohio.

And now come Alvin Thompson and Ellen P. Thompson the above named defendants, by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiff's petition and against the above named defendants for the sum of Four Thousand and Ten Dollars and Sixty Seven cents, the amount appearing due for principal and interest on said note, and also consent the judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.
May 2nd 1898.

Robert McCloskey
Atty. for Defs.

Entry
75-44

The Farmers Bank
vs
Alvin Thompson & Ellen P. Thompson

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by John M. Bondrick its Attorney, and thereupon came Robert McCloskey, one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confessed that there is due from said defendants to said plaintiff as is alleged in said plaintiff's petition the sum of \$4010.67.

It is therefore considered that said plaintiff do recover from said defendants the said sum of \$4010.67

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or 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 cent per annum.

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

Attest
J. M. Gosnell Clerk
By Geo. A. Gosnell Deputy.

Pleas continued and held at the Court House in Mansville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit; on the 14th day of April, in the year of our Lord One thousand Eight hundred and Ninety Eight.

Be it remembered that on the 3rd day of May A. D. 1898, B. F. Carmean filed in the Clerk's office of the said Court of Common Pleas, the following Petition against W. C. Borey, to-wit;

Petition B. F. Carmean vs W. C. Borey
7547
County of Common Pleas, Union County, Ohio.

The defendant, on the 26th day of November A. D. 1888, executed and delivered to B. F. Carmean plaintiff, his promissory note of that date, with the warrant of Attorney annexed, true original copies of which warrant and note with all the endorsements thereon, are hereto attached marked "Exhibit A," and made a part of this petition.

\$99.63

Mansville Ohio, Nov. 26th 1888

One day after date we promise to pay to the order of B. F. Carmean, the sum of Ninety nine and 63/100 Dollars, Value received, with interest at the rate of 8 per cent per annum from maturity until paid, hereby authorizing the owner or holder of this note to appear by himself or attorney before any justice of the peace of said Township where I or any of us may reside, or in either of said Townships at the option of the owner or holder thereof, after the same shall become due and confess judgment in favor of the original payee for the amount due on this note; Provided; Before any such suit shall be brought on such judgment confessed, notice in writing shall be given by the holder of this note to the maker at least five days prior to the rendition of such judgment of the time and place where the holder will apply to enter such judgment.

W. C. Borey.

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 Twenty four and 50/100 (\$214.50) Dollars, with interest at the rate of 8 per cent per annum, from the 30th day of April A. D. 1898

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Therefore plaintiff pray judgment against said defendant for the sum of Two Hundred fourteen & 5/100 (\$214.54) Dollars, with interest thereon from the 30 day of April A. D. 1898, at the rate of 5 per cent per annum till paid, and for costs of suit.

F. J. Arthur
Atty for Plff.

State of Ohio, County of Minn, ss.

F. J. Arthur 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.

F. J. Arthur.

Sworn to before me, and subscribed in my presence, this 24th day of May, 1898.

(seal)

J. R. Gosnell
Clerk of Court.

Sumner B. F. Carman
7547 vs
W. C. Borey

Court of Common Pleas
Minn County, Ohio.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this state, do hereby enter an appearance for said defendant in this suit and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said defendant, on said note, for the sum of Two Hundred fourteen & 5/100 (\$214.54) Dollars, being the amount appearing due for principal and interest on said note, and also for cost of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

James E. Robinson
Atty. for Defl.

Entry B. F. Carman
7547 vs
W. C. Borey

Court of Common Pleas
Minn County, Ohio.

This day came the plaintiff by his attorney; also appeared in open court, for and on behalf of said defendant, James E. Robinson, 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 fourteen & 5/100 (\$214.54) Dollars, being the amount of the principal and interest due on said note, and for the

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Petition
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costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Two Hundred fourteen & 5/100 (\$214.54) Dollars, and that said judgment bear interest at 5 per cent from the 30th day of April A.D. 1898, and also costs herein expended, taxed at \$4.60.

Attest

J. N. Gosnell Clerk
By J. A. Gosnell Deputy.

Please continued and held at the Court House in Mansville, within and for the County of Minn, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April, in the year of our Lord one thousand eight hundred and Ninety eight.

Be it remembered that heretofore to-wit, on the 24th day of July A. D. 1897, Mary J. Hill and Harbail Williamson filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Henry V. Spicer Adm^r &c, to-wit:

Petition
7404
Mary J. Hill Ed
Harbail Williamson
vs
Henry V. Spicer
Administrator de
bonis non with will
annexed of the estate of
Edward Norris, deceased

Court of Common Pleas
Minn County, Ohio.

Plaintiffs say that Edward Norris died on the 22nd day of April 1877, leaving a last will and testament, which said will was duly filed and admitted to probate by the Probate Court of Minn County, Ohio, on the 4th day of June, 1877.

That on the 24th day of October 1895, the defendant was appointed Administrator de bonis non, with will annexed of the estate of Edward Norris deceased, and is now the duly qualified and acting administrator of said estate and this action is brought against him as such Administrator.

Plaintiffs state that they are the children and heirs at law of the said Edward Norris deceased and are each legates named in his said will, and as such are each entitled to a distributive share of his estate.

That the defendant as Administrator of the estate of said Edward Norris deceased did on the 7th day of December 1896, file in the Probate Court of Minn County,

Ohio, his final account, which said final account was on the 18th day of January 1897, duly examined and allowed by said Court and a balance of \$1608⁷⁶/₁₀₀ found in his hands as said Administrator, which he was ordered to pay to the party or parties thereto entitled.

Plaintiffs state that said defendant fraudulently credited himself in his said account with the following item as having been paid out by him as per contract with the heirs of said estate, which in fact was not so paid out by him, said item is in the words and figures following to-wit: "Paid H. V. Spicer Attorney fees as per contract with heirs of deceased for one third of all interest received in filing exceptions to the account of John W. Crawford executor of the estate of Chauncey E. Hill, said interest being \$829⁹²/₁₀₀ Voucher No. 10 \$276⁶⁴/₁₀₀."

Plaintiffs further state that they never contracted with defendant to allow him one third of their share of interest money he might receive in filing exceptions to the account of John W. Crawford executor of Chauncey E. Hill nor any other compensation whatever but on the contrary informed defendant that they did not want his services in this matter and requested him not to file said exceptions.

Plaintiff further states that at the time defendant filed said exceptions and recovered said interest money he was not the executor of the estate of said Edward Norris deceased.

That the filing of said exceptions and the recovery of said interest money was not a transaction between defendant as said executor and the estate.

Plaintiff says that upon a just and fair settlement of said estate there will be found money in the hands of defendant to the amount of \$1885⁰⁰ for distribution instead of \$1608⁷⁶/₁₀₀ as found.

Plaintiff therefore prays that said account may be set aside and held for naught, and that the Court will take an account of the transactions of said defendant as such Administrator, and that he be ordered to pay any balance remaining in his hands as such Administrator into Court for further order.

J. L. Joliff
Atty. for Pliffs.

State of Ohio, Union County, ss.

Mary J. Hill being duly sworn says that she is one of the plaintiffs mentioned in the foregoing petition, and that she believes the allegations therein contained to be true.

Sworn to before me and signed in my presence this 13th day of July 1897.
Mary J. Hill
J. P. Cratty J. P.

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Amended
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I hereby waive notice of summons and enter my appearance in the above entitled action this 16th day of July, 1897.

Henry V. Spicer
Adm. de bonis mor. ec.

Demurror
7404

On the 5th day of August A. D. 1897, the following Demurror was filed with the Clerk of this Court, to-wit:

Mary J. Hill Ed
Harriet Williamson

In Court of Common Pleas
Union County, Ohio

vs
Henry V. Spicer, Adm. ec.

Defendant demurs to plaintiffs' petition on the ground that,

1. The Court has no jurisdiction of the subject of the action.
2. Said petition does not state facts sufficient to constitute a cause of action.

J. F. Millar
Atty. for Defn.

Amended
Petition
7404

On the 15th day of March A. D. 1898, the following Amended Petition was filed with the Clerk of this Court, to-wit:

Mary J. Hill Ed
Harriet Williamson

Court of Common Pleas
Union County Ohio.

vs
Henry V. Spicer, Adm.
de bonis mor with the
will annexed of the estate
of Edward Norris, decd.

Plaintiffs in their amended petition in this cause say that Edward Norris died on the 22nd day of April 1877, leaving a last Will and Testament, which said will was duly filed and admitted to probate by the probate Court of Union County, Ohio, on the 4th day of June 1877,

That on the 24th day of October 1898, the defendant was appointed Administrator de bonis mor with the will annexed of the estate of said Edward Norris deceased, and is now the duly qualified and acting administrator of said estate and this action is brought against him as such administrator.

Plaintiffs state that they are the children and heirs at law of said Edward Norris deceased and are each legates named in his said will, and as such are each entitled to a distributive share of his estate; that the defendant as administrator of the estate of said Edward Norris deceased on the 7th day of December, 1896, file in the probate Court of Union County, Ohio, his final account which said final account was on the 18th day of January 1897, duly examined and allowed by said Court and a balance of \$1608.76 found

in his hands as said administrator, which he was ordered to pay to the party or parties thereto entitled.

Plaintiff avers that said defendant Henry V. Spicer in said final account and settlement fraudulently and wholly without authority from these plaintiffs or either of them them, and without the knowledge of either, credited himself in said settlement in the words and figures following to-wit:

"Paid H. V. Spicer attorneys fees as per contract with heirs of deceased, for one third of all interest received in filing exceptions to the account of John W. Crawford executor of the estate of Chauncy E. Hill, said interest being \$829.92 Voucher No. 10 \$276.64."

Plaintiffs further say that they are heirs of said Edward Norris deceased, there being six heirs in all of said deceased, and plaintiffs avers that there was no employment, contract or agreement between them, or either of them and said Spicer by which he was to file exceptions or take any other action to the account of said John W. Crawford as such executor or to obtain any interest, or money thereby or therefrom, or in which plaintiffs or either of them were to pay one-third or other part of all interest, or money received or to be received therefrom, and on the contrary plaintiff informed the plaintiff defendant that plaintiffs did not want his services in their behalf all of which defendant well knew.

And plaintiffs avers that said charge in said settlement of \$276.64 for said services or claimed to have been performed by defendant is exorbitant and unreasonable in amount.

Plaintiff further avers that said defendant gave said false and fraudulent credit to himself in said final settlement without the knowledge of plaintiffs and without any notice to plaintiffs or either of them, and plaintiffs and neither of them had any notice or knowledge of said fraudulent and false credit to defendant until said settlement was allowed and closed up, and the balance found in the hands of defendant, and after allowing to defendant said credit of \$276.64.

And plaintiffs say that said defendant so filed said false credit to himself in said settlement without the consent or knowledge of plaintiffs and without any notice to them for the purpose of defrauding plaintiff out of said sum and plaintiffs say that they had no knowledge and that neither of them had any knowledge of said fraudulent credit until after the same was allowed by the Probate Court, and until just before the original petition was filed in the case, and therefore could file no exceptions or objection to the settlement of the same.

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Demurrer
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pass upon or try the question of fraud until first directed by this court.

Plaintiff further states that at the time defendant filed said exceptions and recovered said interest money he was not the administrator of the estate of said Edward Norris deceased, that the filing of said exceptions and the recovery of said interest money was not a transaction between defendant as said administrator and the said estate.

Plaintiffs say that on a just and fair settlement of there will be found money in the hands of defendant to the amount of \$1885.40 for distribution instead of \$1608.76 as found.

Plaintiff therefore prays that said account and settlement may be set aside and declared fraudulent and held for naught and that the Court will take an account of the transactions of said defendant as such administrator and that he be ordered to pay any balance remaining in his hands as such administrator into Court for further orders.

J. L. Jollyff
Atty for Plff.

State of Ohio, Union County, ss.

Mary J. Hill being duly sworn says that she is one of plaintiffs mentioned in the foregoing Amended petition and that she believes the allegations therein contained to be true.

Mary J. Hill

Sworn to before me and signed in my presence this 14th day of March 1898.

John W. Crawford
Notary Public

(seal)

On the 12th day of April A.D. 1896, the following Demurrer was filed with the clerk of this Court, to-wit:

Demurrer
7404

Mary J Hill et al

Court of Common Pleas
Union County, Ohio.

vs
Henry V. Spicer, admr. ec.

Defendant demurs to the plaintiffs' Amended petition for that,

1. The Court has not jurisdiction of the subject of the action.
2. Said Amended petition does not state facts sufficient to constitute a cause of action.

J. F. Miller
Atty. for Deft.

On the 10th day of May A.D. 1898, the following entry was filed with the clerk of this Court, to-wit:

Mary J. Hill et al
vs
Henry V. Spicer, Adm., etc.

Court of Common Pleas
Union County, Ohio.

This cause having been heard on the return to the amended petition, the Court, after due consideration thereof, on this tenth day of May, 1898, sustains the same to which ruling plaintiff at the time duly excepted.

And thereupon, the plaintiff not asking to be granted leave of Court to plead further, it is considered by the Court that the defendant go hence without day, and that he recover from plaintiff his costs herein expended; to all of which ruling and judgment the plaintiff at the time the same were made duly excepted.

J. L. Jolliff
Atty. for Plffs.
E. F. Miller
Atty. for Defc.

Attest

J. M. Boswell Clerk
By Geo. A. Boswell Deputy



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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, 1898; on the 4th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 25th day of June A. D. 1897, Catherine Jane Breckenridge filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Mary Smart et al, to-wit:

Petition
7389

Catherine Jane Breckenridge
vs
Mary Smart Joseph Smart,
Oliver Perry Smart, William Bell,
John Bell, Mary Elizabeth (Bell)
Robinson, Asa Smart, Samantha
(Smart) Richie, Susan (Smart),
McKerigan, Celia (Smart) McKittrick,
Isaac Smart & J. L. Cameron

Court of Common Pleas
Union County, Ohio

On June 24th, 1895, John S. Smart of Marysville, Ohio, died intestate, leaving the following widow, children and heirs at law, viz: Mary Smart, his widow, who was 81 years of age on May 29th 1897, Catherine Jane Breckenridge and Isaac Breckenridge, her husband, Joseph Smart and Mary Smart, his wife; Oliver Perry Smart and Margaret Smart his wife; Asa Smart and Laura Smart his wife; Isaac Smart and Julia Smart, his wife; Samantha (Smart) Richie and Charles Richie, her husband; Susan (Smart) McKerigan and James McKerigan her husband; Celia (Smart) McKittrick and Silas McKittrick her husband; all of said parties are over 21 years of age.

Said John S. Smart, also had a daughter named Mary Smart, who married the defendant William Bell, there was born unto said Margaret (Smart) Bell one son, named John Bell, whose wife's name is Ida Bell; and one daughter, Mary Elizabeth (Bell) Robinson, who married Sherwin Robinson.

Said Margaret (Smart) Bell died previous to the death of her father.

During the life time of John S. Smart he made the following advancements in money to his various children, viz:

Oliver Perry Smart	\$450
Asa Smart	\$200.
Margaret (Smart) Bell	\$450.
Joseph Smart	\$800.
Isaac Smart	\$800.

The said John S. Smart died intestate on the 24th day of June 1895, seized of the following described lands and tenements: being the mansion house of said John S. Smart located on the side of Eight Street, between --- and --- streets, and being part of Lot No. 335 of Robinson's Addition to the Village of Marysville, said premises are more particularly described as follows:

Situated in the Village of Marysville, Union County, Ohio, to-wit; fifty (50) feet off the East side of In Let Number 335 in Robinson's addition to said Village of Marysville more particularly described as follows:

Beginning at a stake in the North East corner of a lot conveyed by J. W. Robinson and others to W. M. Robinson by a deed of date Oct. 3, 1874; thence running South with the east line of said lot 166 3/4 feet to an alley; thence East 50 feet to a stake; thence N. 166 3/4 feet; thence West with High Street (now eighth) 50 feet to the beginning, be the same more or less but subject to all legal high ways, the true number of said lot is 352.

Said John S. Smart also did seized in fee simple of the following described premises in Jerome Township, Union County, and about 4280 acres in Township Delaware County, bounded on the north by the lands of Joseph Smart and Simpson Anderson, and on the east by lands lately owned by Mr. Harriott, and on the south by the public road running from Bechtown to Dublin, containing about 110 acres, and said lands are more particularly bounded as follows:

Situated in Union and Delaware Counties, Ohio, and bounded and described as follows to-wit;

Beginning at two black oaks and one white ash; thence S. 80° W. 296 poles to a maple and bush; thence S. 10° E. 60 poles to a stake; thence N. 80° E. 296 poles to a stake; thence N. 10° W. 60 poles to the beginning, being part of survey No. 2990 in the Virginia Military District, being One Hundred and Ten (110) acres more or less, together with all the privileges and appurtenances to the same belonging.

The plaintiff has the legal right to, and is seized in fee simple as heir at law of the said John S. Smart deceased, of the one undivided one-eighth part of said premises, subject to the dower rights of the said Mary Smart, widow, and taking into consideration the advancements made by the said John S. Smart unto his said children.

The said defendants are tenants in common with the plaintiff in said premises, and are entitled to their pro rata share of said estate, subject to the right of dower of the said widow, and the advancements made to them as appraised.

Plaintiff says that said John S. Smart did leaving sufficient personal property to pay all of his debts and that said debts have been paid; that there is no personal property left of said estate to be administered and that there has been no administrator appointed; that the premises of the said John S. Smart have been rented, grain sown, and that there is now a maturing crop growing upon said farm lands, consisting of wheat, corn and hay, and that the same must soon be harvested and reserved, and that there is no one legally entitled to look after, preserve and market said farm proceeds.

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Summons

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The defendant J. L. Cameron holds a mortgage made by the defendant Eltie McKittrick and Samantha Richie on their share of said premises to secure a note for \$100.00, Dated Dec, 26th, 1896, said mortgage recorded Vol. 34 page 484, Union County mortgage record.

Wherefore plaintiff prays that whatever advancements may have been made to any of the children of John S. Smart may be taken into account on arising at the interest of the parties in said real estate; that such advancements be deducted from the distributive shares of said children in the whole estate; that there be an order of partition in said premises, and that plaintiff's portion be set off to her in severalty, if the same can be done without manifest injury; if not, then that the premises be sold according to law, and that partition be made of the proceeds; that a Receiver may be appointed forthwith to take possession of said premises and preserve said growing crops and account to the Court for the proceeds thereof; and that such receiver be ordered to make return to this Court of his proceedings, and that this plaintiff may have all other and further relief in the premises.

Watson & Thielkell
and E. C. Cole
Atty. for Plff.

State of Ohio, Franklin County, ss.

Catherine Jane Buckenridge being first duly sworn says she is the plaintiff herein and the facts stated and the allegations contained in her foregoing petition are true as she verily believes.

Catherine J. Buckenridge,

Sworn to before me and subscribed in my presence this 21st day of June, A.D. 1897.

P. S. Lerry
Notary Public, Franklin County, Ohio.

Tax costs 40¢.
To the Clerk.

Issue Summons in the above entitled cause to the Sheriff of Union County for Mary Smart, Joseph Smart, Isaac Smart, Samantha Smart Richie, Eltie Smart McKittrick, and to the Sheriff of Auglaize County Ohio for Isaac Smart, to the Sheriff of Delaware County, Ohio, for Mary E. Bell Robinson, Susan Smart McKegan, Endorsed "Action for partition and equitable relief, returnable according to law."

Edward C. Cole
Atty. for Plff.

On the 25th day of June A.D. 1897, 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 said County:
You are hereby commanded to notify Mary Smart,

Joseph Smart, Asa Smart, Samantha Smart Richie and
 Ettie McKittrick, that they have been sued by Catherine Jane
 Breckenridge, in the Court of Common Pleas of Union County and
 must answer by the 24th day of July A. D. 1897, or the 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 July A. D. 1897.

Witness my hand and the seal of said Court, this
 (seal) 30th day of June A. D. 1897.

J. N. Gosnell Clerk
 By Geo. A. Gosnell Deputy

On the 1st day of July A. D. 1897, the Sheriff of said
 County returned said Summons to the Clerk's office in said
 County, which return is as follows:

Sheriff's Fees		\$	cts
Sheriff's Return	Serv. & Ret	1	00
	Mileage	3	84
	Copies		15
	Total	5	69

The State of Ohio, Union County,
 Received this writ June 25th A. D. 1897
 at 3 O'clock P. M. and served same by delivering a
 true and certified copy of this writ with all the
 within endorsements thereon to the following named
 persons personally; Ettie Smart McKittrick, Samantha Smart Richie,
 June 30, 1897, also to the following names, Mary Smart of June 25th
 1897, Asa Smart on June 29, 1897, Joseph Smart June 29, 1897.
 J. Ed Robinson Sheriff.

On the 30th day of June A. D. 1897, the following Summons was
 issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County,
 To the Sheriff of Delaware County;

You are hereby commanded to notify Mary
 Elizabeth Bell Robinson, Susan Smart McKirgan, that they
 have been sued by Catherine Jane Breckenridge in the Court
 of Common Pleas of Union County, and must answer by the
 24th day of July A. D. 1897, or the 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 July A. D. 1897.

Witness my hand and the seal of said Court,
 (seal) this 30th day of June A. D. 1897.

J. N. Gosnell Clerk
 By Geo. A. Gosnell Deputy

On the 30th day of June A. D. 1897, the following return was made
 by the Sheriff of said County, to-wit:

Sheriff's Fees		\$	cts
Sheriff's Return	Serv. & Ret		60
	Mileage	1	44
	Copies		50
	Postage		04
Total	2	68	

The State of Ohio, Union County
 Received this writ June 26th A. D.
 1897 at 9 O'clock A. M. and served same by deliver-
 ing to the defendant Mary Elizabeth Bell Robinson
 personally a true and duly certified copy of this
 writ with all the endorsements thereon and to
 Susan Smart McKirgan by leaving for her a true copy

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at his usual place of residence with all the endorsements thereon on the above date.

Stephen P. Thrall Sheriff
Delaware County, Ohio.
By Charles E. Thrall Deputy.

On the 25th day of June A. D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County,
To the Sheriff of Auglaize County;

You are hereby commanded to notify Isaac Smart that he has been sued by Catherine Jane Breckinridge, in the Court of Common Pleas of Union County, and must answer by the 31st day of July A. D. 1897, or the 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 July A. D. 1897.

Witness my hand and the seal of said Court, this 25th day of June A. D. 1897.

(seal)

J. N. Donnell Clerk
By Geo. D. Donnell Deputy

On the 29th day of June A. D. 1897, the Sheriff of said County returned said summons to the Clerk's office in Union County, which return is as follows:

Sheriff's Return

Sheriff's Fee	6	00
Serv. & Ret		50
Mileage	2	58
Copy		20
Doc. & Ind		25
Total	3	58

The State of Ohio, Auglaize County.

Received this writ June 26th A. D. 1897, at 7 o'clock A. M. and served same on the 28th day of June 1897, on the within named Isaac Smart personally by handing to him a certified copy of this writ with the endorsements thereon.

Chas. Hans Sheriff of Auglaize County, Ohio.
By Chas. H. Nichols Deputy.

On the 25th day of June A. D. 1897, the following affidavit was filed with the Clerk of this Court, to-wit:

Affidavit
7389

Catherine Jane Breckinridge
vs
Mary Smart et al
Court of Common Pleas
Union County, Ohio.

Edward C. Cole being first duly sworn according to law says he is one of the attorneys for the plaintiff that service of summons can not be made upon the said defendants Oliver Perry Smart and John Bell within this, the State of Ohio; that the residence of said Oliver Perry Smart is Independence, Montgomery County, Kansas, and that his Post Office address is the same; that the residence of said John Bell is in the State of Illinois, County of McDougal, and that his Post Office address is Fandon within said County and State.

That this action is one of those mentioned in section No. 6048 revised Statute of Ohio, and is for the partition of real estate

situate in Ohio, in which the said defendants claim an interest, and this affidavit is made to obtain service by publication upon said defendants, and further affiant saith no.

Edward C. Cole

Sworn to and subscribed before me this 25th day of June, 1897.

(seal)

Jos. A. Gornell
Deputy Clerk of Court.

On the 25th day of June A.D. 1897, the following was published in the Mansfield Tribune, according to law.

Legal Notice

Oliver Perry Smart, residing at Independence, Montgomery County, Kansas, and John Bell, residing at Fandon, Mt. Vernon County, Illinois, will take notice that on the 25th day of June 1897, Catharine Jane Breckenridge filed her petition in the Court of Common Pleas of Union County, Ohio, in case No. 7389, against the above named parties and others, praying for partition and the appointment of a receiver of the following described property:

Fifty feet off the East side of lot No. 333 of Robinson's Addition to the Village of Mansfield, Union County, Ohio, the number of said lot is 353.

Also the following described real estate situated in Delaware and Union Counties, Ohio, and bounded and described as follows:

Beginning at two black ashes and one white ash; thence S. 80° W. 296 poles to a maple and beech; thence S. 10° E. 60 poles to a stake; thence N. 80° E. 296 poles to a stake; thence N. 10° W. 60 poles to the beginning, being part of Survey No. 2990 in the Virginia Military District, being (110 acres) one hundred and ten acres more or less together with all the privileges and appurtenances to the same belonging.

Said parties are required to answer on or before the 28th day of August, or judgment may be taken against them.

Catharine Jane Breckenridge
Watson Ed. Herrick Ed. C. Cole

Atty. for Plff.

June 30, 1897.

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 June 29/97.

H. D. Shearn

Sworn to and subscribed before me this 11th day of September 1897.

(seal)

J. A. Gornell Clerk

Printers' Fees \$14.75.

On June 25th A.D. 1897, the following Motion was filed, to-wit:
Catharine Jane Breckenridge
vs
Mary Smart et al
Court of Common Pleas
Union County, Ohio.

Catharine Jane Breckenridge, the above named plaintiff

Motion
7389

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now comes and represents to the Court that her father, John S. Smart, died on June 24th 1895, and that he left sufficient personal property to pay his debts and that said debts have been paid; that there is little if any other personal property belonging to his estate; that no administrator of his estate has ever been appointed, and there is no one legally authorized to take charge of, and rent and preserve his real estate; that by suppression his real estate has been rented, and there will soon be a wheat crop which it will be necessary to preserve and market; on said lands there are other growing crops, including hay and corn which must be harvested and preserved.

There is no one now in possession of said crops, and the same will be lost if not possessed by some means to be appointed by the Court.

Wherefore this plaintiff asks the Court to immediately appoint some suitable and competent person a Receiver to take possession, manage and control said premises and gather, preserve and market said crops during the pendency of this suit, and to do all other acts, matters and things as may be proper and according to law.

Catherine Jane Breckenridge
by Watson & Thraill & Co. Attys.

Entry
7389

On the 39th day of June A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Catherine Jane Breckenridge vs. Mary Smart et al
Court of Common Pleas
Union County, Ohio.

This cause came on to be heard this day, before the Honorable Duncan Dow, a Judge of the Court of Common Pleas of Union County, Ohio, on the application of the plaintiff for the appointment of a Receiver for reasons stated in her written motion therefore on file herein, and was submitted to the Court upon the pleadings and the evidence and the statement of counsel.

Whereupon the Court find that the grounds set forth in said motion are sufficient, and are supported by proof, for the appointment of a receiver as aforesaid and that the same should be made.

And it being made further to appear to the Court that James B. Cole is a competent and suitable person, not interested as Attorney or otherwise in this action, to be appointed as such Receiver, and is willing to accept the trust.

It is ordered that said Jas. B. Cole be and he hereby is, appointed Receiver in this action of said property described in said petition with power and authority to enter into immediate possession thereof, subject to the rights of any tenant, to rent, insure and keep said premises in repair, to look after harvest, gather and preserve and market all crops or grain raised

upon said premises, except that the house and lot in Marysville shall remain in possession of the widow without charge until further order, and to report his proceedings to the Court, and generally do such acts regarding the property as the Court may authorize and obey all orders of the Court in this behalf; and all persons now in possession or control of said property are directed to recognize the authority of the said Cole as such Receiver and are enjoined from interfering with him.

It is further ordered that before entering upon his duties as such receiver the said Cole appear and take an oath, according to law, to faithfully discharge his duties as such receiver and obey the orders of the Court therein, and enter into an undertaking as such receiver for the faithful discharge of his duties according to law, in the sum of \$300⁰⁰ conditional according to law and payable to the parties in this case with surety to the approval of the Clerk of Common Pleas Court of Union County,

Approved

D. Dow, Judge of Court of Common Pleas Union County, Ohio.

On the 7th day of September A.D. 1897, the following answer

Answered
Cross-petition
7389

Catherine Jane Brudenridge
vs
Mary Smart, Joseph Smart & al.

Court of Common Pleas
Union County, Ohio.

The defendant Mary Smart answers the petition of plaintiff and says that it is true that she is the widow of said John S. Smart deceased and that he did seize in fee simple of the real estate described in plaintiff's petition, and that she is entitled to dower in the same as alleged.

1. This defendant further says that in case said premises will bear partition, and be divided among said heirs she denies, and asks that the homestead in which her husband lived at the time of his death in Marysville, Union County, Ohio, and which is in value equal to about one third of all the real estate described in plaintiff's petition, and it being ever since, and is now her homestead, be set off and assigned to her as and for her said dower in said estate.

2. This defendant further says that if said estate will not bear partition, but will be appraised and sold, that in that event, this defendant elects and desires that said real property, all sell, including said homestead, and she elects to take her dower in money out of the proceeds of the sale, and that the same be advertised and sold free from her dower.

3. This defendant further says, that there has never been any administrator appointed of her husband's estate, and she never had her years support set off to her under the statute. There being no administrator of said estate to set off and assign to her such support, and she says that she has at no time waived or relinquished her right to such allowance,

Entry
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Answer of
M. E. Robinson
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and she avers that there is now no money or personal property out of which the same could be allowed to her at said year support and that the same ought to be worth and amount of Five Hundred Dollars (\$500), and she avers that if said real estate should sell, and fall into the hands of a purchaser, that there would be no property either real or personal to make her said allowance out of a farm.

She therefore asks that in case of a sale of said real estate, her allowance of her year support be decreed and adjudged to her from said proceeds of the sale of said land.

And she further asks all other and proper relief to which she may be entitled.

Porter & Porter
Attys for Mary Smart.

Mary Smart the above named defendant being sworn makes oath that the facts stated in the foregoing pleading are true as she believes.

Mary Smart.
Sworn to by Mary Smart before me and signed by her in my presence this 6th day of September, 1897.
J.H. Kirkcaldie
Notary Public

On the 8th day of September A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7389
Catherine J. Breckenridge vs Mary Smart et al
Court of Common Pleas Union County, Ohio

On motion of Mary E. Robinson one of the defendants herein, she is granted leave to file answer by the 17th day of September, 1897.

On the 8th day of September A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7389
Catherine J. Breckenridge vs Mary Smart et al
Court of Common Pleas Union County, Ohio

This day came John Bell one of the defendants herein, and on motion to the Court is granted leave to file answer by the 17th day of September, 1897.

On the 17th day of September A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer of M.E. Robinson 7389
Catherine J. Breckenridge vs Mary Smart et al
Court of Common Pleas Union County, Ohio

The said defendant, Mary Elizabeth (Bell) Robinson, for answer to the petition herein says:
That she denies that the said John S. Smart, deceased, made in his lifetime, to her mother, the said Margaret (Smart) Bell

deed by way of advancement \$450, as alleged in plaintiff's petition, or any other sum of money or property; but that she is the owner of the one equal one half of the estate that would have fallen to her mother, had her mother lived, of the estate of the said John S. Smart deceased as described in plaintiff's petition to-wit: the one full and equal Eighteenth part of said described premises, and that she asks partition accordingly, and for any and all equitable relief to which she may be entitled in the premises.

R. McCorry
Atty. for Mary E. Robinson

The State of Ohio, Union County, ss:

Robert McCorry, makes oath that he is the attorney of the above named defendant, Mary Elizabeth Robinson, that the defendant is a non-resident of Union County, Ohio, and that he believes the facts stated in the foregoing answer to be true.

Robt. McCorry

Sworn to by Robert McCorry, and by him subscribed in my presence this 17th day of September, 1897.

(seal)

John A. Gosnell
Deputy Clerk of Courts.

On the 17th day of September, A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer of
John Bell
7389

Catherine Jane Buckenidge
vs
Mary Smart et al

Court of Common Pleas
Union County, Ohio.

The said defendant John Bell, for answer to the petition herein says:

That he denies that the said John S. Smart died made in his life time, to his mother, the said Margaret (Smart) Bell deceased, by way of advancement, \$450, as alleged in plaintiff's petition, or any other sum of money, or property; but that he is the owner of the one equal one half of the estate that would have fallen to his said mother, had she survived, of the estate of the said John S. Smart died as described in plaintiff's petition, to-wit: the one full eighteenth part of said described premises, and that he prays partition accordingly, and for any and all equitable relief he may be entitled to in the premises.

Robt. McCorry
Atty. for John Bell, def.

The State of Ohio, Union County, ss:

Robert McCorry makes oath that he is the attorney for the above named defendant, John Bell; that the defendant is a non-resident of Union County, Ohio, and that he believes the facts stated in the foregoing answer to be true.

Robt. McCorry

Sworn to by Robert McCorry, and by him subscribed in my presence this 17th day of September A.D. 1897.

(seal)

John A. Gosnell Deputy Clerk of Courts.

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Answer
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On the 27th day of September A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Catherine J. Breckinridge
vs
Mary Smart et al
Court of Common Pleas
Union County, Ohio.

Now comes the defendant Oliver Perry Smart by his attorneys, Robinson & Woodburn and for his answer to the petition herein says;

That he denies that the said John S. Smart, deceased, made in his life time an advancement of Four Hundred fifty Dollars to him as alleged in plaintiff's petition, or any other sum or sums of money.

And that the said Oliver Perry Smart as the owner of the one part of said described premises and prays partition accordingly and for all equitable relief.

Robinson & Woodburn
Attys. for Oliver Perry Smart

The State of Ohio, Union County ss.

R. L. Woodburn makes oath that he is one of the attorneys for the said Oliver Perry Smart, defendant, that the defendant is a non-resident of Union County, Ohio, and that he believes the facts stated in the foregoing answer to be true.

R. L. Woodburn,

Sworn to by R. L. Woodburn, and by him subscribed in my presence this 27th day of September, 1897.

(seal)

J. R. Gosnell Clerk of Court

Answer of
J. L. Cameron
7389

On the 7th day of October A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Catherine J. Breckinridge
vs
Mary Smart et al
Court of Common Pleas
Union County, Ohio.

Now comes J. L. Cameron, one of the defendants herein, and for his separate answer and cross-petition says:

That on the 26th day of December 1897, the defendant Ettie McKittrick and Samantha Richie, executed and delivered to the defendant their promissory note of that date and thereby promised to pay to the defendant the sum of One Hundred Dollars in one year therefrom.

That to secure the payment of said note the said Ettie McKittrick and Samantha Richie executed and delivered to the defendant their mortgage deed of the same date as said note, and by said mortgage deed they conveyed to the defendant all their interest in the lands and tenements described in the petition.

The condition of said mortgage is, that if said note is paid when due, then the said mortgage is to be void, otherwise in full force.

On the 27th day of February, 1897, the said mortgage was filed with the Recorder of Union County, Ohio, for record and was by him recorded, March 8, 1897, in Vol. 34 and page 436

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of his mortgage records.

No. part of said sum of money has been paid and the said Etta McKitick and Samantha Richie still owe the defendant the said sum of One Hundred Dollars as shown by said note and the same will be due Dec. 26, 1897.

Wherefore this defendant asks that if the said premises are sold that his said debt be paid out of the share of said Etta McKitick and Samantha Richie and be paid by them in equal parts, and that the said mortgage lien of this defendant may be protected and preserved in the event of a division of said lands and that this defendant may have all proper relief such as the nature of the case may require.

J. L. Cameron

The State of Ohio, Union County, ss:

J. L. Cameron being first sworn says: The facts stated in his foregoing answer and cross-petition are true as he believes.

J. L. Cameron

Sworn to before me and signed in my presence this 5th day of October, 1897.

(seal)

J. N. Gosnell Clerk

On the 12th day of February A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7389

Catherine J. Breckinridge vs Mary Smart et al
Court of Common Pleas Union County, Ohio.

This cause came on to be heard upon the petition the answer of John Bell, Mary Elizabeth (Bell) Robinson and the answer of Oliver Perry Smart and the pleadings and record in the cause, and was argued by counsel.

On consideration whereof, and it appearing to the satisfaction of the Court that all and every of said defendants have been duly notified of the bringing and pendency and demand of said action against them as required by law, and that the said plaintiff hath a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in said petition, it is ordered by the Court that by the oaths of Dyer Reed, Thomas W. Brannan and Simon Anderson, judicious, disinterested freeholders of the vicinity, upon actual view of the premises, one full equal third part of said lands in said petition described be set off to the said widow, Mary Smart, as her dower estate therein, and that by the like oaths of the same Dyer Reed, Thomas W. Brannan and Simon Anderson, upon like actual view, partition be made of said lands, subject to the said dower estate in the following proportions, to-wit: To the said Catherine Jane Breckinridge, the plaintiff one equal ninth part thereof, and to said Joseph Smart, Oliver Perry Smart, Asa Smart, Samantha Richie,

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Susan M. Kangan and Lettie McKittrick, each the one ninth part thereof; and to said John Bell and Mary Elizabeth Robinson, each the one eighteenth part thereof, it the same can be done without manifest injury to the value thereof, and if not that said premises, free of the dower estate as aforesaid be appraised at the true value thereof in money.

And it is further ordered that a writ of partition and order of partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned, and said partition to be made accordingly.

All other questions raised by the pleadings, are hereby reserved for further order of the Court.

Writ of Partition Re Dower

On the 3rd day of February A.D. 1898, the following Writ of Partition and Dower, was issued by the Clerk of this Court, to wit:

The State of Ohio, Union County - Executing,
To the Sheriff of said County;

We command you, that without delay that by the oaths of Dyer Reed, Thomas M. Braman and Simon Anderson, you cause to be set off and assigned to Mary Smart, widow of John Smart, late of said county, deceased, one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, being the mansion house of said John S. Smart, located on the side of Eighth Street between --- and --- Street, and being part of lot No. 335 of Robinson's Addition to the Village of Marysville.

Said premises are more particularly described as follows: Situated in the Village of Marysville, Union County, Ohio, to-wit: Fifty (50) feet off the east side of Dm. Lot No. 335 in Robinson's Addition to said Village of Marysville, more particularly described as follows:

Beginning at a stake in the north east corner of a lot conveyed by J. W. Robinson and others to W. M. Robinson by a deed of date Oct. 5th 1874; thence running South with the East line of said lot 166 3/4 feet to an alley; thence East 50 feet to a stake; thence N. 166 3/4 feet; thence west with High Street (now Eighth) 50 feet to the beginning, be the same more or less, but subject to all legal high ways. The new number of said lot is 352.

Also the following described premises, being about 67 2/100 acres in Jerome Township, Union County, Ohio, and about 42.80 acres in --- Township, Delaware County, bounded on the north by the lands of Joseph Smart and Simpson Anderson, and on the east by lands lately owned by Mr. Harriott, and on the south by the public road, and on the west by the public road running from Bushtown to Dublin, containing about 110 acres, and said lands are more particularly bounded as follows;

Situated in Union and Delaware Counties, Ohio, and bounded and described as follows, to-wit:

Beginning at two black ash and one white ash; thence S. 80° W. 296 poles to a Maple and Buck; thence S. 10° E. 60 poles to a stake; thence N. 80° E. 296 poles to a stake; thence N. 10° W. 60 poles to the beginning, being part of Survey No. 2990 in the Virginia Military District, being one hundred and ten acres more or less, together with all the privileges and appurtenances to the same belonging.

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

- To Mary Smart, widow of John S. Smart one full equal third part.
- To Catharine Jane Breckenridge, one equal ninth part.
- To Joseph Smart, one equal ninth part.
- To Elvira Perry Smart one equal ninth part.
- To Asa Smart one equal ninth part.
- To Samantha Pichie one equal ninth part.
- To Susan McKorgan one equal ninth part.
- To Lettie McKitick One equal ninth part.
- To John Bell one eighteenth part.
- To Mary Elizabeth Robinson one eighteenth part.

And if in the opinion of the said Commissioners, said premises cannot be divided by metes and bounds without manifest injury to the value thereof, you cause them to be appraised the same, both subject to, and also free from the dower of the said Mary Smart in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition and Dower, wherein the said Catharine Jane Breckenridge plaintiff and Mary Smart and others are defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our Court forthwith.

Witness my name and the seal of the Court of Common Pleas, at the Court House in Marysville this 3rd day of February A. D. 1898.

J. N. Cornell Clerk

On the 5th day of February A. D. 1898, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows: to-wit:

Sherriff's Fees	\$	50
Service		25
Mileage	1	92
Executing Writ	1	00
Incarney Com.	2	25
Conveying "	2	00
Report "	2	25
Return	2	25
Total	5	92
Commissioner's	\$	00
D. Reed	1	00
T. M. Brannon	1	00
S. Anderson	1	00
Total	3	00

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the outts of Dyer Reed, Thomas M. Brannon and S. Anderson, 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 4th day of February A. D. 1898.

J. Ed Robinson Sheriff.

Com. Report
7389

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Comm. Report
7389

Catherine J. Breckinridge
vs
Mary Smart et al

Union County, ss.
Court of Common Pleas.

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same, free of the said Dower estate at;

First described Town property @ \$1000.00
Land @ \$20.00 per acre - \$3200.00

Given under our hands this 4th day of February A.D. 1895.

Dyer Reed
Thos M. Brannon } Commissioners.
A. Anderson }

Entry
7389

Catherine Jane Breckinridge
vs
Mary Smart et al

Court of Common Pleas
Union County, Ohio

This cause coming on for hearing upon the return of the Sheriff and the report of the commissioners heretofore appointed herein, and on motion to conform the same.

And it appearing that said estate cannot be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement thereof free from the dower of said Mary Smart in the sum of One Thousand Dollars, for that part of the estate situate in the Town of Marysville, Ohio, and the farm property in the petition described situate in the Counties of Union and Delaware, at the sum of \$20. per acre, or the sum of \$2200.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and conform the same.

And thereupon neither of the said parties electing to take the said estate at its appraised value, and the said Mary Smart having by her answer prayed dower by metes and bounds, and asked in lieu thereof its value to be paid her in money, on motion of the said defendants, it is ordered that said premises be sold at public auction free from the dower of the said Mary Smart, and that an order issue therefor to the Sheriff of Union County.

And on motion it is ordered that said lands and tenements be sold on the following terms to-wit: One third cash on the day of sale, and one third in one year and one third in two years thereafter, with interest from the day of sale, and such deferred payments be evidenced by the promissory notes of the purchaser, payable to the parties respectively entitled, and secured by mortgage on the premises.

And the said Sheriff is ordered to return his

proceedings in this Court without unnecessary delay.

On the 26th day of February A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7359

Gathrine Jane Brudenridge
vs
Mary Smart, Joseph Smart,
Abner Perry Smart, William Bell,
John Bell, Mary Elizabeth (Bell)
Robinson, Asa Smart, Samantha
(Smart) Richie, Susan (Smart)
McKrisen, Etta (Smart) McKittrick,
Isaac Smart & J. S. Cameron.

Court of Common Pleas
Union County, Ohio

Entry modifying Report of Commissioners,
Confirmation of same, order of sale.

This day this cause came on for hearing on the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and upon the plaintiff's motion to confirm the same.

Upon consideration whereof, and the Court being fully advised in the premises, and upon careful examination of said report, and by the consent and agreement of all the parties hereto, and it appearing from said report and returns, and the Court also being satisfied that said real estate can not be divided and partitioned among the heirs without manifest injury thereto, and that said Commissioners have made and returned their appraisement and estimate of the value of said premises in the petition described as follows:

First parcel: Being 50 feet off the east side of S. 1/4 Sec. 33, in Robinson's addition to the Village of Marysville, Union County, Ohio, appraised free of the dowry of Mary Smart, at One Thousand Dollars \$1000.00.

Second tract: Being about 110 acres of land composed of 67.30 acres of land in Jerome Township, Union County, Ohio, and about 42.80 acres in - - - Township, Delaware County, Ohio, more particularly described hereinafter, were appraised at \$20.00 per acre free from the dowry of said Mary Smart.

And the Court find that said return and report and said proceedings are in all respects correct and in conformity to law and the former order of this Court, and it is therefore now by the Court here ordered, adjudged and decreed that said return, said report, and said proceedings be and the same are hereby approved and confirmed except as hereinafter modified by consent of all parties.

The Court find that all of the parties to this proceeding have agreed by mutual consent they do hereby allow and set off to Mary Smart, widow, the following described premises for her during her natural life, as her dowry in said estate, bounded and described as follows:

Beginning at a stake in the N.E. corner of a lot conveyed by J. W. Robinson and others to W. M. Robinson by deed dated Oct. 5, 1874; thence running S. with the E. line of said lot 166 3/4 feet to an alley; thence E. 50 feet to a stake; thence N.

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166^{3/4} feet: Thence N. with high street (now Eight Street), 50 feet to the beginning, being 50 feet off the east side of Con. Lot No. 335 in Robinson's Addition to the Village of Marysville, and the report of said Commissioners is modified to this extent.

The said Mary Smart, widow, accepts said premises as and for her dower interest in said estate for and during her natural life, and after her death said premises shall be owned in fee, free of dower, by the following persons, Catherine Jane Breckenridge, Samantha (Smart) Richie, Susan (Smart) McKingau, Etti (Smart) McKittrick and Oliver P. Smart, each one-ninth part in fee, John Bell, and Mary Elizabeth (Bell) Robinson, heirs at law of Margaret Bell, deceased, each the one-eighth part thereof in fee, to Asa Smart one-ninth part thereof in fee, subject to and less an advancement of \$300.00 which had been made to him by his father in his life time; to Joseph Smart and Isaac Smart each one ninth part thereof in fee, subject to and less an advancement of \$800.00, made to each of them by their father in his life time, but, it is further ordered and decreed that no order of sale shall issue for said premises, or set off to said widow, for her natural life, as her dower, until after her decease when an order of sale may issue.

And each and all of the parties herein having failed and neglected to take said farm lands herein after described at their appraised value, it is now, therefore, upon motion of the plaintiff, ordered, adjudged and decreed that said premises be first divided into three or more convenient parcels, such division to be made so as to cause said lands to sell to the best advantage and interest of the estate, and that said premises be sold at public auction, at not less than two-thirds of the appraised value at the door of the Court House of said Union County, Ohio, by the Sheriff of said Union County, according to law, free from dower, first offering the same in parcels, and then as an entire tract, and the Sheriff is directed to accept the best offer, upon the following terms, to-wit: One-third cash, one-third in one year and one-third in two years thereafter, with interest from the date of sale, and such deferred payments shall be evidenced by the promissory notes of each purchaser, payable to the Sheriff and be secured by a mortgage upon the premises sold. The said premises assigned to said widow, shall not now be advertised for sale by said Sheriff.

On motion, and good cause shown therefor and upon the request of and with the consent of all parties in interest, it is here ordered that said Sheriff call to his assistance, the County Surveyor, and he is directed to divide said farm lands into three or more convenient parcels or tracts, so as to make said premises sell to the best interest to the estate, and said Sheriff is ordered to sell said premises in tracts as follows: (to which extent said report and return of said Commissioners is modified).

First Tract =

Situate in the Township of Jerome, County of Union, and State of Ohio, and part of Survey No. 2990, bounded and described as follows:

Beginning at a stake at the north west corner of said Survey No. 3990, and in the center of the Ostrander and Dublin stone pile; thence with said road South $10^{\circ} 30'$ E. $59^{\frac{59}{100}}$ poles to a point in the center of a public road and at the N.W. corner of Joel F. Hill's land; thence with said road N. 85° E. 92 poles to a stake at the South west corner of $30 \times \frac{1}{100}$ acre made by this division; thence with the west line of said tract No. N. 30° E. $59^{\frac{79}{100}}$ poles to a stake (witness a small hickory) in the line of said Survey; thence with said line S. $84^{\circ} 45'$ W. $103^{\frac{16}{100}}$ poles to the beginning, containing 36 and $\frac{27}{100}$ acres more or less.

Second Tract:

Situate in Jerome Township, Union County, Ohio, and part of Survey No. 3990, bounded and described as follows:

Beginning at a stake (witness a hickory) in the north line of said Survey No. 3990, and at the N.E. corner of 36 and $\frac{27}{100}$ acre formed by this division; thence with the east line of said tract S. $0^{\circ} 30'$ W. $59^{\frac{79}{100}}$ poles to a stake in the center of a public road; thence with said road N. 85° E. $82^{\frac{29}{100}}$ poles to a stake in the Union County and Delaware County line (witness a stone on the south side); thence with said County line N. $0^{\circ} 30'$ E. $59^{\frac{59}{100}}$ poles to a stone in the north line of said Survey; thence with said Survey line S. $84^{\circ} 45'$ W. $82^{\frac{29}{100}}$ poles to the beginning, containing 30 and $\frac{79}{100}$ acres more or less.

Third Tract:

Situate in Concord Township, Delaware County, Ohio, and part of Survey No. 3990, bounded and described as follows:

Beginning at a stone at the intersection the County line with the north line of said Survey No. 3990; thence with said County line S. $0^{\circ} 30'$ W. $59^{\frac{59}{100}}$ poles to a stake in the center of a public road (witness a stone on the south side); thence with said road N. 85° E. $115^{\frac{76}{100}}$ poles to a stone in the east line of said Survey; thence with said Survey line N. $4^{\circ} 30'$ W. $60^{\frac{69}{100}}$ poles to a stake at the north east corner of said Survey; thence with the north line of said Survey S. $84^{\circ} 45'$ W. 111 poles to the beginning, containing $42^{\frac{79}{100}}$ acres more or less.

The Court further find from the pleadings, the evidence and the exhibits that the said John S. Smart in his life time made an advancement of \$800.00 to Isaac Smart, and an advancement of \$500.00 to Joseph Smart, and an advancement of \$200.00 to Asa Smart, and that he made no advancement to Oliver Perry Smart or Margaret (Smart) Bell as stated in said petition.

When said Sheriff has paid said promises he is ordered to return his proceedings to this Court without delay, and bring said fund into Court for distribution among those legally entitled thereto, On motion and good cause shown German publication is dispensed with.

Approved
Watson & Thrailkill and E. L. Cole
for Plff.

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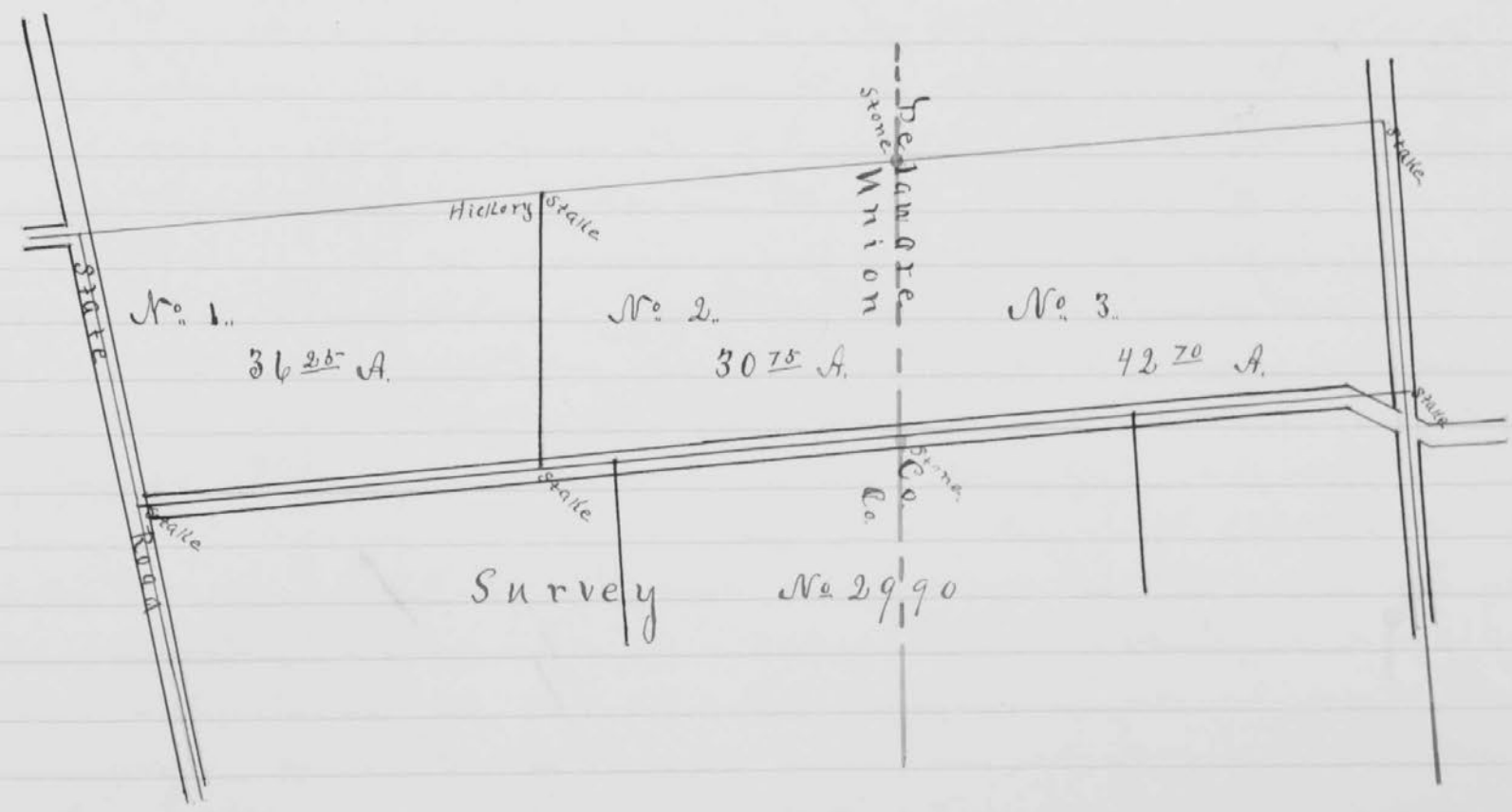
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On the 7th day of March A. D. 1898, the following New description was filed with the Clerk of this Court, to-wit:

Tract No. 1.

Situate in Jerome Township, Union County, Ohio, and part of Survey No. 2990, bounded and described as follows:
 Beginning at a stake at the north west corner of said Survey No. 2990, and in the center of the State Road; thence with said road S. 10° 30' E. 59⁵² poles to a point in the center of a public road and at the north west corner of Joel H. Hill's land; thence with said road N. 85° E. 93 poles to a stake at the north west corner of 30⁷⁵ acres made by this division; thence with the west line of said tract N. 0° 30' E. 59⁷² poles to a stake (witness a small Hickory) in the north line of said Survey; thence with said line S. 84° 45' N. 103¹⁶ poles to the beginning, containing 36²⁵ acres more or less.



Tract No. 2.

Situate in Jerome Township, Union County, Ohio, and part of Survey No. 2990, bounded and described as follows:
 Beginning at a stake (witness a Hickory) in the north line of said Survey No. 2990 and at the north east corner of 36²⁵ acres formed by this division; thence with the east line of said tract S. 0° 30' N. 59⁷² poles to a stake in the center of a public road; thence with said road N. 85° E. 82²⁴ poles to a stake in the Union and Delaware County line (witness a stone on the north side); thence with said County line N. 0° 30' E. 59¹⁸ poles to a stone in the north line of said Survey; thence with said Survey line S. 84° 45' N. 83²⁴ poles to the beginning, containing 30⁷⁵ acres more or less.

Tract No. 3.

Situate in Concord Township, Delaware County, Ohio, and part of Survey No. 2990; bounded and described as follows:
 Beginning at a stone at the intersection of County line

with the north line of said Survey No. 3990: thence with said County line S. 0° 30' N. 59⁰⁰ poles to a stake in the center of a Public Road (witness a stone on the south side), thence with said road N. 55° E. 115²⁴ poles to a stake in the east line of said Survey; thence with said Survey line N. 4° 30' N. 60⁰⁰ poles to a stake at the north east corner of said Survey; thence with the north line of said Survey S. 84° 45' N. 111 poles to the beginning, containing 43²⁰ acres more or less.

Surveyors & Assistants Cost Bill

Mar. 3.	To looking up records and notes for survey	\$1.00
" 4	" surveying one day	4.00
" 5	" describing plat &c.	3.00
" 4	" Joseph Smart, Chairman &c.	1.35
" "	" Robert Robinson " "	1.25
	Total	\$10.50

On the 7th day of March A. D. 1898, the following Order of Sale in Order of Partition was issued by the Clerk of this Court, to-wit:

Sale in The State of Ohio, Union County, ss:
Partition. To the Sheriff of said County, Meeting;

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the January Term, A. D. 1898, in a certain Petition for Partition, now pending in said Court, wherein Catherine Jane Breckensidge Petitioner and Mary Smart et al Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said partition described to-wit:

Tract No. 1.

Situate in Jerome Township, Union County, Ohio, and part of Survey No. 3990: Bounded and described as follows:

Beginning at a stake at the south west corner of said Survey No. 3990 and in the center of the State Road: thence with said Road S. 10° 30' E. 59⁰⁰ poles to a point in the center of a public road, and at the south west corner of Joel E. Hill's land; thence with said road north 80° E. 93 poles to a stake at the south west corner of 30²⁵ acres made by this division; thence with the west line of said tract N. 0° 30' E. 59²⁰ poles to a stake (witness a small Hickory) in the north line of said Survey; thence with said line S. 84° 45' N. 103¹⁴/₁₀₀ poles to the beginning, containing 36²⁵ acres more or less.

Tract No. 2.

Situate in Jerome Township, Union County, Ohio, and part of Survey No. 3990, Bounded and described as follows:

Beginning at a stake (witness a Hickory) in the north line of said Survey No. 3990, and at the north east corner of 36²⁵ acres formed by this division; thence with the east line of said tract S. 0° 30' N. 59⁰⁰ poles to a stake in the center of a public Road; thence with said road N. 85° E. 82²⁴ poles to a stake in the Union and Delaware County line (witness a stone on the south side); thence with said County line N. 0° 30' E. 59⁰⁰ poles to a stone in the north line of said Survey; thence with said survey line S. 84° 45' N. 82²⁴ poles to the beginning, containing 30⁷⁵ acres more or less.

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Tract No. 3.
 Situate in Concord Township, Delaware County, Ohio, and part of Survey No. 2990, Bounded and described as follows:

Beginning at a stone at the intersection of County line with the north line of said Survey No. 2990; thence with said County line S. 0° 30' N. 59° poles to a stake in the center of a public road (with a stone on the south side); thence with said road N. 85° E. 115⁷⁶ poles to a stake in the east line of said Survey; thence with said Survey line N. 4° 30' W. 60⁶⁰ poles to a stake at the north east corner of said Survey; thence with the north line of said Survey S. 84° 45' W. 111 poles to the beginning, containing 42⁷² acs. more or less.

Appraised at \$20.00 per acre; and that your proceeding in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof; and have you then and there this writ.

Witness my hand and the seal of said Court, at Mansfield, Ohio, this 7th day of March A. D. 1898.

J. R. Grand Clerk.

Afterward on the 9th day of April A. D. 1898 the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows, to-wit:

Sherriff's Fee	\$	45
Service		25
Mileage		16
Copy to Printer		25
Poundage		15.21
Return		25
Total		16.12
Duplicate Mortgage		3.25
Total		19.37

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceeding the day of sale, in the Mansfield Tribune, a newspaper printed and of general circulation in Union County, Ohio; and on the 9th day of April A. D. 1898, at one o'clock P. M. on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this writ: then and there appeared W. R. Buckensidge, who bid for the same the sum of Twenty hundred and eighty five Dollars (\$2085.00), said sum being more than two-thirds of the appraised value, and he being the highest and best bidder was declared the purchaser.

J. Ed Robinson, Sheriff,
 Union County, Ohio.

Walter & Thraillill and Robt. McLeary, Attorneys.

Court of Common Pleas, Union County, Ohio.
 Gathorn Jane Buckensidge
 vs
 Mary Smart et al

Sherriff's Sale
 7389

On order of Sale in partition.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansfield, Ohio, on Saturday April 9th 1898, at or about the hour of one o'clock P. M. on said day the following described real estate, to-wit:

Tract No. 1.- Situate in the Township of Jerome, County of Union and State of Ohio, and part of Survey No. 2990, Bounded and described as follows:

Beginning at a stake at the north west corner of said Survey

No. 2990, and in the center of the State Road; thence with said road S. 10° 30' E. 59⁵⁰ poles to a point in the center of a public road and at the north west corner of Joel F. Hill's land; thence with said road N. 85° E. 92 poles to a stake at the south west corner of 30²⁵ acres made by this division; thence with the west line of said tract N. 0° 30' E. 59²⁵ to a stake (witness a small hickory) in the north line of said survey; thence with said line S. 84° 45' N. 103¹⁵ poles to the beginning, containing 36²⁵ acres more or less.

Tract No. 2. - Situate in Jerome Township, Union County, Ohio, and part of Survey No. 2990, bounded and described as follows:

Beginning at a stake (witness a hickory) in the north line of said Survey No. 2990 and at the north east corner of 36²⁵ acres formed by this division, thence with the east line of said tract S. 0° 30' N. 59²⁵ poles to a stake in the center of a public road; thence with said road N. 85° E. 82²⁵ poles to a stake in the Union and Delaware County line (witness a stone on the south side); thence with said County line N. 0° 30' E. 59²⁵ poles to a stone in the north line of said Survey; thence with said Survey line S. 84° 45' N. 82²⁵ poles to the beginning, containing 30²⁵ acres more or less.

Tract No. 3. - Situate in Concord Township, Delaware County, Ohio, and part of Survey No. 2990, bounded and described as follows:

Beginning at a stone at the intersection of County line with the north line of said Survey No. 2990; thence with said County line S. 0° 30' N. 59²⁵ poles to a stake in the center of a public road, (witness a stone on the south side) thence with said road N. 85° E. 115⁷⁵ poles to a stake in the east line of said Survey; thence with said survey line N. 4° 30' N. 60⁵⁰ poles to a stake at the north east corner of said Survey; thence with the north line of said Survey S. 84° 45' N. 111 poles to the beginning, containing 42²⁵ acres more or less.

And the Sheriff is authorized to sell said property in the separate tracts according to the survey or as a whole, as will be for the best interest of the estate and will bring the most money.

All appraised at \$20 per acre.

Terms of Sale - One third cash, one third in one year and one third in two years, deferred payments to draw six per cent interest and to be secured by first mortgage on the premises.

J. Ed. Robinson, Sheriff,
Union County, Ohio,

March 9, 1895.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with March 9, 1895.

W. O. Shearer.

Sworn to and subscribed before me, this 16th day of May 2, 1895.

(seal)

J. N. Cornue Clerk

Printer's Fee, \$27²⁵.

Entry 7389

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Entry 7389

On the 2nd day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Catharine J. Breckenridge
vs
Mary Smart et al
Court of Common Pleas
Union County, Ohio.

On motion the Order of Confirmation of report of Receiver in this case is modified so as to allow the payment of the claim of Watson Thrailkill and E. B. Cole Atty's. for professional services and expenses in the prosecution and settlement of said receivership in the sum of \$15, and said receiver is directed to pay the same out of the funds found in his hands.

Approved
Duncan Dorr, Judge.

Entry 7389

On the 2nd day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Catharine Jane Breckenridge
vs
Mary Smart et al
Court of Common Pleas,
Union County Ohio.

On motion to the Court by E. B. Cole and M. C. Thrailkill, attorneys for the plaintiff, and upon producing the proceedings of the Sheriff with respect to the sale of the premises in the petition described by him made in pursuance of the former order of this Court, and the same being examined by the Court, and the Court here finds that the said proceedings and sale have been had, and made in pursuance to law, and the same are hereby approved and confirmed, and the said Sheriff is directed and ordered to execute and deliver to the said purchaser at said sale, Wm R. Breckenridge, a deed in fee simple, free of any dower interest in said premises to the said Mary Smart, for the said 109.7 acres of land, upon compliance by said Wm R. Breckenridge with the terms and conditions of said sale.

It is further ordered, since said widow has waived right to any dower interest in said 109.7 acres of land, that there be set off and assigned to her for life, as her full dower interest in said estate, 50 feet off the east side of Ex Lot No. 355 in Robinson's Addition to the Village of Marysville, heretofore described.

The Court finds that the advancement of \$800.00 each to Joseph Smart and Isaac Smart exceeds their share in their father's estate and that they are entitled to no portion of the proceeds of this distribution.

That the advancement of \$200.00 to Asa Smart is less than his share in his father's estate and he is entitled to share in such distribution after the other heirs have each received \$200.00.

And the Court coming now to distribute the proceeds of said sale amounting to the sum of \$2084.30 and \$13.83 received from the receiver herein, orders that the Sheriff pay out of the said proceeds:

- 1. To the Treasurer of Union County, Ohio, the taxes due on said

property in June, 1898, amounting to \$9.88 and to the treasurer of Delaware County, Ohio, \$5.58.

3. The costs of this action, including a reasonable attorney fee to C. E. Cole and W. C. Straitkill, attorneys for plaintiff, amounting to \$72.27, making a total cost \$198.69.

To Mary Smart, by agreement of all parties \$175.00 as her years allowance as widow of John S. Smart, \$125.00 of which is to be paid from the first installment, and \$50.00 from the second installment.

4. And to Asa Smart, the sum of \$41.63, as follows, to-wit: \$23.03 being a balance due him as executor of the estate of John S. Smart, for over payment on behalf of said estate, -- \$15.10 expended by Asa Smart, for error and Timothy paid, and by him saved on said land.

The Court also find that the estate is indebted to James McKirgan in the sum of \$16.95; the taxes by him paid for the year 1896 on said estate.

It is ordered that the Sheriff pay out of the money in his hands, to James McKirgan the sum of \$16.95.

The said Sheriff shall distribute the residue of said purchase price of said premises as follows:

To John Bell and Mary E. (Bell) Robinson, only heirs of Margaret (Smart) Bell, each \$100.00 to make their estate equal the advancement made to Asa Smart; to Oliver Perry Smart, Catherine Jane Breckenridge, Samantha Richie, Susan McKirgan, and Etti McKittrick, \$200.00 each to make their share of said estate equal the advancement of \$300.00 to Asa Smart.

After each of said children has received out of the proceeds of said estate, an amount that makes their share equal to the \$300.00 advancement to Asa Smart, then the remainder of such proceeds shall be distributed among the following persons as follows: Catherine Jane Breckenridge 1/4; Oliver Perry Smart, 1/4; Asa Smart, 1/4; Samantha Richie, 1/4; Susan McKirgan, 1/4; Etti McKittrick, 1/4; John Bell, 1/4; Mary E. (Bell) Robinson, 1/4; each until the payment made to each shall equal \$500.00, when each of said children (including Joseph Smart and Isaac Smart) shall share equally in whatever remains.

Said Sheriff shall pro rata the cash received from the first installment of purchase money among those entitled thereto, and who have not received any advancements; he shall also pay to said heirs who have not received any advancements, pro rata out of deferred payments of purchase money, until each one has received \$200.00 as above stipulated.

5. Said Sheriff is also directed to receive the promissory notes of said purchaser as follows; \$690.00 due on the -- day of May, 1899, \$690.00 thereof due on the -- day of May 1900, for the deferred payments of said purchase price secured by mortgage upon the premises and to distribute the same when collected, according to this order.

The Court further find that there is due J. S. Cameron, from

Entry
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Samantha Richie and Ettie McKittrick, upon the note and mortgage set up in his cross-petition, the sum of \$102.50, and that the same is a lien upon their shares of said estate to be paid by them in equal parts.

It is ordered by the Court that of the amount of the first payment coming to said Samantha Richie, the said Sheriff pay to the said J. L. Cameron, the sum of \$51.25, and a like sum to be paid said J. L. Cameron from the share of said Ettie McKittrick, and that said sums be deducted from the first payments of the shares of said Samantha Richie and Ettie McKittrick.

Approved
Cole Ed Thraillkill
Atty for Mfg.

On the 10th day of May A. D. 1895, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7389
Catherine J. Breckenridge
vs
Mary Smart et al
Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard on the report of J. B. Cole, the Receiver heretofore appointed in this case and motion to confirm the same and distribution of the balance in his hands and was submitted to the Court.

On consideration whereof the Court find that there remains in the hands of said receiver the sum of \$78.47, and that said amount is correct and just in all particulars, and do therefore approve and confirm the same, and order that an allowance of \$50 which the Court makes in full of all his services herein, be paid by said receiver out of the funds in his hands, and that the balance remaining of \$28.47 be paid to the Sheriff to be distributed with the proceeds of the sale herein made of the said real estate and in like manner as said proceeds are distributed and that said receiver upon paying said balance to the Sheriff, be discharged.

Approved,
Edward E. Cole
R. M. Cory
Robinson et al
Porter Ed Porter.

Attest
J. N. Boswell Clerk
By J. A. Boswell Deputy.



Pleas continued and held at the Court House in
Marysville, within and for the County of Linn, in the Tenth
Judicial District of the Court of Common Pleas of the State of
Ohio, before the Honorable Duncan Dow, Judge of said Court, of the
Term of April, to-wit: on the 4th day of April in the year of our
Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 1st day
of April, A. D. 1898, Daniel Perry et al filed in the Clerk's Office of the
said Court of Common Pleas the following Petition against C. C.
McCune and others, to-wit:

Petition
7530
Daniel Perry, W. D. Ballinger,
R. H. Anderson, B. A. Taylor,
D. A. Kirwin & J. L. Ballinger
vs
C. C. McCune, J. P. McCune,
Clarena Beard, Sarah McCune,
and Melissa Beard.

Court of Common Pleas
Linn County Ohio

Now come the plaintiffs and for cause of
action say:

That the plaintiffs have a legal estate in and are entitled
to the possession of the following described real estate, situate in the
said County of Linn, State of Ohio, and in Jerome Township and bound-
ed and described as follows:

First Tract, Beginning at the road leading from Pleasant Valley
to Hemmings' Mill, (now the Plain City and New California gravel road)
in the back line of Lucas Sullivan's Survey No. 5238; thence with
Sullivan's line N. 75 W. 90 1/2 poles to a stake; thence S. 56 poles to a
stake in the line of Graham & Seroggs Survey No. 7758 and 7730
(7830); thence with said line E. 28 1/2 poles to a stake, corner to said
survey; thence with another line of said survey S. 57 E. 78 poles to
a large Burr Oak; thence with Dun's patent 28 poles to the road;
thence with said road N. 25 W. 79 poles to the beginning, containing
43 acres more or less and being part of Survey No. 10708, in the
name of Lucas Sullivan; save and except about 4 1/2 acres conveyed
by W. McCune to S. N. Chapman, July 5th 1843, Recorded in Book 9
page 145 of the Linn County Record of Deeds, also save and except
about 3692 square feet conveyed by W. McCune to J. M. Wilson and
C. C. McCune, August 1st 1874, Recorded in Book 40 page 66 of said
records."

Second Tract, Beginning at a stake in the North line of a
certain tract of land conveyed by Clark Gray and wife to W.
Harrington, containing 1 acre 3 rods and 25 1/2 perches, said stake
bearing S. 68, 22 E. 20 feet from the N. W. corner of the aforesaid
tract; thence N. 21, 38 E. 17.28 poles to a stake in the South line in
a tract of land belonging to W. McCune; thence with the said line
S. 85 28 E. 22.68 poles to a stake; thence with another line of said
W. McCune, S. 52 46 E. 18.44 poles to a stake, Northeast corner to
lands of James Duffey; thence with his west line S. 12 25 W. 18.52 poles
to a stake Northeast corner to lands of W. Harrington; thence with the north
line of said Harringtons N. 71 13 W. 7.48 poles to a stake; thence with another

Summons

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line of said Harrington, N. 65 22 W. 34.52 poles to the beginning, contain-
ing 5 acres and 43 square rods and being part of surveys No.
7758 and 7830."

Third Tract, Beginning at a stone in the South line to
W. McClellum and Northeast corner of a 5 1/4 acre tract conveyed
by Clark Gray and wife to N. Harrington; thence with the
East line of said tract S. 20° 46' W. 286 feet to a stake, corner
to aforesaid tract; thence N. 3 1/2 W. 276 feet to a stake in the
South line to lands of W. McClellum; thence with the said line
S. 85 18 E. 117 1/4 feet to the beginning, containing 58 1/5 square
rods and being part of surveys No. 7830 and 7758."

The defendants unlawfully keep the plaintiffs out of
possession of the said property.

Wherefore the plaintiffs ask for judgment for the re-
covery of said property and for all proper relief.

Cameron & Cameron
Attorneys for Plaintiffs.

State of Ohio, Union County, ss.

R. L. Cameron being by me first
duly sworn says; that he is an attorney for the plaintiffs
duly authorized in the premises, and that all of said plain-
tiffs are non-residents of said Union County, and the facts herein
stated are within his knowledge and that the facts stated and
allegations made are true to the best of his belief.

R. L. Cameron

Sworn to before me and signed in my presence this
31st day of March, 1898.

(seal)

Robt. Millroy
Notary Public

To the Clerk:

Issue Summons in the above entitled cause to the
Sheriff of Union County, Ohio, returnable according to law.

Cameron & Cameron
Attorneys for Plaintiffs.

Summons

On the 1st day of April A. D. 1898, the following summons was
issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,
To the Sheriff of Union County;

You are hereby commanded to notify C. C. McClellum, J. P.
McClellum, Claude Beard, Sarah McClellum and Melissa Beard that
they have been sued by Daniel Perry et al. in the Court of Common
Pleas of Union County, and must answer by the 30th day of April
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
11th day of April A. D. 1898.

(seal)

Witness my hand and the seal of said Court, this
1st day of April A. D. 1898.

J. N. Gornall Clerk

Afterward on the 8th day of April A.D. 1898 the Sheriff of said County returned said Summons to the Clerk's office in said County which return is as follows:

Sherriff's Return.

Sherriff's Fees	\$	cts
Serv. & Ret.	1	10
Mileage	1	76
Copies		75
Total	3	61

The State of Ohio, Union County.

Received this writ April 3rd A.D. 1898, at 8 O'clock A.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to C.C. McLemore personally on April 4th 1898. To Mallissa Beard personally, to J. P. McLemore, Clarence Beard and Sarah McLemore by leaving copies at their usual place of residence on April 7th 1898.

J. Ed Robinson Sheriff.

On the 2nd day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7530

Daniel Perry et al vs C.C. McLemore et al

Court of Common Pleas Union County, Ohio.

On motion, Time for answering herein is extended to Saturday May 7, 1898.

Piper for Defts.

On the 1st day of May A.D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:

Answer 7530

Daniel Perry et al vs C.C. McLemore et al

Court of Common Pleas Union County, Ohio.

The said defendants deny that the plaintiffs have a legal estate in the premises described in the petition, and deny that defendants unlawfully keep the plaintiffs out of possession of said property.

L. Piper J. Lee

Attys for Defendants.

State of Ohio, Union County, ss.

C.C. McLemore being sworn says that he is one of the defendants above named and that he believes the facts stated and allegations contained in the foregoing Answer to be true.

C.C. McLemore.

Subscribed in my presence and sworn to before me this day of May 1898.

J. P. McDowell J. P.

On the 19th day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7530

Daniel Perry et al vs C.C. McLemore et al

Court of Common Pleas Union County, Ohio.

On application to the Court leave is granted to

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Amendment to Answer 7530

Daniel Perry et al vs C.C. McLemore et al

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the defendants to file an amendment to their answer, and the same is filed accordingly.

On the 19th day of May A. D. 1898, the following Amendment to answer was filed with the Clerk of this Court, to-wit:

Amendment to Answer 7530

Daniel Perry, H. S. Ballinger, R. H. Andrews, B. A. Taylor, D. H. Kirrison & J. L. Ballinger.

Court of Common Pleas Union County, Ohio.

vs
C. C. McCune, J. P. McCune, Clarence Beard, Sarah McCune, and Malissa Beard.

Second Defenses

The defendants by way of Cross-petition say, that on or about the 26th day of November, 1896, the said C. C. McCune, J. P. McCune and Clarence Beard made an assignment of their property in trust for the benefit of their creditors to Howard C. Black, who was duly appointed and qualified as such assignee by the Probate Court of the said Union County.

That on or about the 1st day of June, 1897, such proceedings were had in said Probate Court that said assignee was authorized and directed to sell the real estate described in the petition herein at public sale for the purpose of paying the debts of said assignee.

That afterwards, on or about the 3rd day of July, 1897, said assignee pursuant to said order, sold said real estate described in the petition at public sale, to one R. E. Gashart for the sum of \$5355.00.

That afterwards, to-wit, on the 25th day of July, 1897, on motion of said assignee, said sale was confirmed by the Probate Court of said County, and said assignee ordered to execute and deliver to said Gashart a deed for said real estate.

That said assignee did execute such deed and tendered the same to said Gashart about the day of 1897, but said Gashart refused to accept the same and refused to pay the purchase money, because, as he claimed, of a defect in the title of said premises, by reason of said C. C. McCune and J. P. McCune claiming to have an estate in fee simple in said lands by virtue of a devise to them contained in the will of their father, William McCune, which was admitted to Probate on or about the 4th day of August, 1897, after the said sale by the assignee to said Gashart.

Said Gashart still refusing to accept said deed, said assignee on or about the day of October, 1897, filed a petition and commenced an action in the Court of Common Pleas of said Union County, against these defendants herein, and said Gashart, the object and prayer of which was to quiet the title to said lands against the said claims of these defendants, and when quieted to require the said Gashart to accept a deed therefor and to pay the said purchase price.

Upon a hearing of said case upon demurrer to the petition on or about the 31st day of January, 1895, the said Court held that the petition did not state facts sufficient to constitute any cause of action, and the said assignee not having amended his petition, said case was practically at an end.

Said Carhart still refuses to accept a deed for said premises or pay the purchase money, and to avoid having said sale set aside and causing said premises to be sold according to law, the said Howard C. Black, as such assignee, and the plaintiff herein entered into an agreement and arrangement with said Carhart by which he was to and did accept said deed of said assignee and immediately quit claim said premises to the plaintiff herein.

By the terms of said agreement and arrangement said Carhart was not to and did not pay to said assignee the purchase price of said premises or any consideration, and said plaintiffs herein were not to, and did not pay to said Carhart any consideration for said premises, and no consideration was paid for either of said pretended conveyances and said assignee has not been paid the purchase price of said land or any part thereof.

These defendants say that the sole object and purpose of said pretended conveyance to said Carhart was to pass the title to the plaintiff herein through Carhart, and give them the benefit of the sale to Carhart, and to avoid having said sale set aside and offering said premises again at public sale to the highest bidder, according to law.

That in pursuance of said agreement and arrangement neither the deed of said assignee to Carhart nor his deed to the plaintiffs has been left for record or recorded, and said deeds are not to be recorded unless plaintiffs procure a satisfactory title to said premises in the action, or otherwise, and the plaintiffs are not to pay the purchase price except on such contingency.

These defendants say that said conveyance and said transaction involved a breach of trust on the part of said assignee, and said transaction was without legal authority and a gross violation of law on the part of the assignee and the plaintiffs and Carhart.

That said pretended conveyances are false, fraudulent, without consideration, and null and void; neither said Carhart nor the plaintiffs herein being bona fide purchasers.

Defendants further say that they are informed and believe and aver the fact to be that if said sale had been set aside, said lands would have sold for a much larger amount than it had been sold for to Carhart, and that the object of said pretended transfers was to prevent a better sale.

That plaintiffs have no title whatever, except the pretended title derived from said quit claim deed from Carhart to them.

Neither said Carhart nor said assignee ever had possession of said real estate.

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Therefore these defendants pray that said several deeds may be held and adjudged to be null and void and of no effect, and for all other proper relief.

J. H. Lee Ed
S. Pipher
Attys for C. C. Williams & al.

State of Ohio, Union County, ss.

C. C. Williams, one of the above named defendants being sworn, says that he believes the facts stated and all allegations contained in his foregoing Amended and Cross-petition to be true.

C. C. Williams,

Subscribed in my presence and sworn to before me this 19th day of May, 1898.

Geo. E. Griffith
Notary Public

(Seal)

On the 19th day of May A. D. 1898, the following Reply was filed with the Clerk of this Court, to-wit:

Reply
7530

Daniel Perry & al.
vs
C. C. Williams & al.

Court of Common Pleas
Union County, Ohio.

For Reply to the amendment to the Answer of the plaintiffs say:

They deny that the deeds from said Garhart to plaintiffs and from said Howard C. Black to said R. C. Garhart were either of them without consideration, and deny that there was any breach of trust by said assignee and deny that there was any fraud in the said transaction, or the execution of said deeds.

The plaintiffs say they deny that said lands would bring more if offered for sale again and say that it is for the interest of the creditors of said assignee that said sale remain as it is and that all that has been done in the matter of said estate is for the benefit of the creditors of said assignee.

That the estate of said assignee will not pay the creditors in full, that the lands in the petition described were incumbered for a much greater sum than they were worth before the said assignment was made.

The plaintiffs deny that the said title held by them from said Garhart is the only title they have to said lands, but aver that they have good and legal title to the said lands as claimed in the said petition.

For Second Reply. The plaintiffs say that when the said sale to said Garhart was made, the said defendants filed in the said Probate Court their written motion to set said sale aside and that among other things they set up as a ground for said motion that said lands did not sell for full value and that they would bring more on a resale and that a large number of witnesses were called in said Probate Court a full hearing had and upon said hearing the motion was overruled and

all matters in relation thereto are concluded by the said Probate Court's decision so the said defendants did not appeal or take proceedings in error in the same but the records of said Probate Court are of full force and effect, and the defendants are concluded thereby.

The defendants admit the appointment qualification of said Howard C. Black as such assignee and the suit brought by him to quiet said title and that said suit is practically at an end, but they deny all other allegations in said answer not herein admitted. Therefore the plaintiffs pray as they have already prayed in their petition.

Carson & Carson
Attorneys for Plaintiffs.

The State of Ohio, Union County, ss.

Daniel Perry being sworn says that the facts stated and allegations made in the foregoing Reply are true as he believes.

Daniel Perry

Sworn to before me and signed in my presence this 19th day of May, 1898.

(seal)

J. R. Gosnell Clerk of Court

On the 21st day of May A.D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion
7530

Daniel Perry et al.

Court of Common Pleas
Union County, Ohio.

O. C. McLune et al.

The defendants herein now move and press the Court here for a new trial in this cause for reasons following to-wit:

First: The decision of the Court is against the weight of the evidence and the law.

Second: The decision of the Court is in favor of the plaintiffs when it should have been for the defendants.

J. V. Lee Ed
L. Piper
Attorneys for Defendants

On the 21st day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7530

Daniel Perry et al.

Court of Common Pleas
Union County, Ohio.

O. C. McLune et al.

This day this cause came on for hearing, and a jury being waived, was submitted to the Court upon the pleadings and the evidence.

On consideration whereof the Court being fully advised in the premises, find on the issues joined, for the plaintiffs and that the plaintiffs hath a legal estate in, and are entitled to the immediate possession of the real estate and property described in the petition, and that the defendants are

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It is therefore considered, adjudged and decreed by the Court that the said plaintiffs Daniel Perry, N. S. Ballinger, R. H. Andrews, B. A. Taylor, D. L. Kimmie and J. S. Ballinger, recover from the said defendants C. C. McLune, J. P. McLune, Clarence Beard, Sarah McLune and Malissa Beard, the real property described in the petition, to-wit:

"First Tract: Beginning at the road leading from Pleasant Valley to Hinman's Mill, (now Plain City and New California grand road) in the back line of Lucas Sullivan's Survey No. 5238; thence with Sullivan's line N. 75° W. 92 poles to a stake; thence S. 54 poles to a stake in the line of Graham & Serrogg's Survey No. 7758 and 7730 (7830); thence with said line E. 28 1/2 poles to a stake, corner to said Survey; thence with another line of said Survey S. 57° E. 75 poles to a large Burr oak; thence with Dan's patent 28 poles to the road; thence with said road N. 35° W. 79 poles to the beginning, containing 42 acres more or less and being part of survey No. 18708, in the name of Lucas Sullivan, save and except about 4 1/2 acres conveyed by N. McLune to S. G. Chapman, July 5th 1843. Recorded in Book 9 page 145 of the Union County Records of Deeds, also save and except about 3692 square feet conveyed by N. McLune to J. M. Wilson and C. C. McLune, August 12th 1874 recorded in Book 40 page 66 of said records."

Second Tract: Beginning at a stake in the North line of a certain tract of land conveyed by Clark Gray and wife to N. Harrington, containing 1 acre 3 rods and 25 1/2 poles, said stake bearing S. 68, 22 E. 20 feet from the N. W. corner of the aforesaid tract; thence N. 21, 38 E. 17, 25 poles to a stake in the South line in a tract of land belonging to N. McLune; thence with the said line S. 85 3/8 E. 22, 68 poles to a stake; thence with another line of said N. McLune, S. 52 4/6 E. 18, 44 poles to a stake, Northwest corner to lands of James Duffy; thence with his west line S. 13 25 W. 16, 52 poles to a stake Northeast corner to lands of N. Harrington; thence with the North line of said Harrington N. 71 13 W. 7, 48 poles to a stake; thence with another line of said Harrington, N. 68 22 W. 34, 52 poles to the beginning, containing 5 acres and 43 square rods and being part of Surveys No. 7788 and 7830."

Third Tract: Beginning at a stone in the south line to N. McLune and Northeast corner of a 8 1/4 acre tract of land conveyed by Clark Gray and wife to N. Harrington; thence with the East line of said tract S. 20° 46 W. 284 feet to a stake, corner to aforesaid tract; thence N. 3 11 W. 276 feet to a stake in the south line of N. McLune; thence with the said line S. 85 18 E. 117 1/4 feet to the beginning, containing 88 4/5 square rods and being part of Surveys No. 7830 and 7788." and also the sum of \$34,47 their costs herein expended.

And it is ordered that a writ issue to the Sheriff of Union County, commanding him to put the plaintiffs in the possession of the said property.

To which ruling of the Court the defendants excepted, and asked the Court to fix the amount of bond required to

day proceedings under the judgment herein, pending proceedings
in error, and the Court fixed the amount of such supersedeas
bond at \$350.00

Attest

J. H. Gosnell Clerk
By J. A. Gosnell Deputy

L. Ripon
For Defendants.

Pleas continued and held at the Court House in
Marysville, within and for the County of Union, in the Tenth
Judicial District of the Court of Common Pleas of the State of
Ohio, before the Honorable Duncan Dow, Judge of said Court, of
the Term of April, to-wit: on the 4th day of April One Thousand
Eight Hundred and Ninety Eight.

Be it remembered that on the 11th day of May A. D.
1898, The Union Banking Company filed in the Clerk's office of the
said Court of Common Pleas, the following Petition against W. J. Root
and W. T. Traw, to-wit:

Petition
7550
The Union Banking Company, Court of Common Pleas
Union County, Ohio,
vs
W. J. Root & W. T. Traw

The plaintiff says that it is an incorporated
Banking Company organized and incorporated under the laws of
Ohio, as a State Bank and doing a general Banking business with
headquarters at Marysville, Ohio, Union County, Ohio, its action is founded
upon a promissory note, of which the following is a copy, with
all the credits and indorsements thereon:

\$301.66

Marysville O. Nov. 12, 1897.

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, Three Hundred
and One & 69/100 Dollars, with interest at 8 per cent after maturity.

And we hereby authorize any Attorney at Law to ap-
pear 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 a 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 proceed-
ings, petitions in error, and the right of appeal from the judg-
ment rendered.

Witness our hands and seals, this --- day of --- A. D. 189

W. J. Root (seal)

W. T. Traw (seal)

No. 10,769

Done Feb. 9/98

There are no credits nor indorsements on said note;
a copy of said note is hereto attached to this petition marked

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Answer
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Entry
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The Union

W. J. Root

"Exhibit A" and made a part hereof, and original note is filed herewith.

There is due to plaintiff from the defendants on said note, the sum of Three Hundred Seven & 7/100 Dollars, which it claims with interest from the 11th day of May A. D. 1898, at 8 per cent per annum, and for which with costs of suit, it asks judgment against the Defendants.

J. H. Kinkade
Attorney for Plaintiff

The State of Ohio, Union County, ss.

J. H. Kinkade being sworn, says that he is the Attorney of the plaintiff a corporation, that this action is for money only, and founded upon a promissory note in his possession, 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 11th day of May A. D. 1898.
(Seal) J. W. A. General Deputy Clerk.

Answer
7550

The Union Banking Company
vs
W. G. Root & H. J. Trow

Court of Common Pleas
Union County, Ohio.

The defendants W. G. Root and H. J. Trow by Cameron Ed Cameron Attorneys, and Attorney at Law of record in this Court, duly authorized therefor by the Honorable of Attorney entered in the note and on in the suit, and which note, with the accompanying Honorable of Attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in the action, and hereby enter their appearance herein; and said defendants by Cameron Ed Cameron said Attorneys duly authorized as aforesaid, say that they cannot gain-say 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 Three Hundred Seven & 7/100 Dollars, bearing interest at 8 per cent per annum, and therefore, for that sum, with interest from May 11/98 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.

Cameron Ed Cameron
Attorney for Defendant.

Entry
7550

The Union Banking Company
vs
W. G. Root & H. J. Trow

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by J. H. Kinkade its Attorney,

and filed its petition against said defendants, and thereupon Cameron & Cameron Attorneys 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 therein, 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 Three Hundred Seven and 7/10 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 recover of the said W. Y. Root and W. T. Gray defendants the sum of Three Hundred Seven & 7/10 Dollars so confessed, as aforesaid, with interest from May 4/98 at 8 per cent per annum and costs in its behalf expended total to \$4⁷⁷, and by virtue of said Warrant of Attorney all error 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. Hosmer Clerk
 By J. M. Hosmer Deputy

Pleas continued and held at the Court House in Marysville, within and for the County of Knox, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April to-wit: on the 4th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 1st day of March A. D. 1898, James M. Lane, Adm^{or}, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against William J. Strader et al, to-wit:

Petition of the estate of Job Scott dec'd
 7515
 vs
 William J. Strader, Ad
 Anilla E. Strader his wife
 Ed L. E. Whorton,

Court of Common Pleas
 Knox County, Ohio.

Now comes the plaintiff, James M. Lane and for his cause of action says, 1st: That Job Scott, died on the first day of March 1894, at East Liberty, in the County of Logan, and State of Ohio, and that the plaintiff James M. Lane was duly appointed Administrator of the estate of said Job Scott deceased, by the Probate

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Court of Logan County, Ohio, on the 1st day of March A.D. 1894, and is now the legally qualified and acting administrator of said estate, and that he brings this action as such administrator.

2nd: That on the 2nd day of April, 1883, the defendant William J. Strader executed and delivered to the said Job Scott, dec'd, this eight certain promissory notes of said date and falling due as follows, viz:

- One note of \$300, falling due Aug. 1st 1883.
- " " " \$245, " " April 2nd 1884,
- " " " \$250 " " " " 1885.
- " " " \$260 " " " " 1886.
- " " " \$250 " " " " 1887.
- " " " \$250 " " " " 1888.
- " " " \$250 " " " " 1889.
- " " " \$250 " " " " 1890.

The following of which are due and unpaid, and of which the following are true copies with all credits and endorsements.
1st = \$250 East Liberty, Ohio, April 2nd 1883.

For value received, Four years after date I promise to pay to the order of Job Scott, Two Hundred and fifty Dollars, with interest from date at six per cent.

William Strader
East Liberty Ohio, April 2nd 1883.

2nd \$250 For value rec'd, Five years after date I promise to pay to the order of Job Scott, Two Hundred and fifty Dollars, with interest from date at six per cent.

William J. Strader
East Liberty Ohio, April 2nd 1883.

3rd \$250 For value received, Six years after date I promise to pay to the order of Job Scott Two Hundred and fifty Dollars, with interest from date at six per cent.

William J. Strader
East Liberty Ohio, April 2nd 1883.

4th \$250 For value received, Seven years after date I promise to pay to the order of Job Scott Two Hundred and fifty Dollars, with interest from date at six per cent.

William J. Strader

The following are the endorsements on the note first above copied.

\$165⁰⁰ Jan. 2nd 1895
Received on the within One Hundred and Sixty five Dollars.

\$125⁰⁰ Jan 31st 1895
Received on the within, One Hundred and Twenty five Dollars.

That there are no other endorsements on said notes.
That there is now due and unpaid on the above described notes the sum of One Thousand Dollars with interest from April 2nd 1883, less endorsements, with interest from date of payment.

And to secure the payment of all said promissory notes hereinbefore mentioned according to the tenor and effect thereof, the said William J. Strader and Amilla C. Strader his wife duly executed

acknowledged and delivered to the said Job Scott deed, their certain deed bearing date on the 14th day of April, 1883, and trusty conveyed to the said Job Scott deed in fee simple freed from all rights including that of dower of the said Arrilla E. Strader in and to the same, the following described lands, tenements and hereditaments, situate in the County of Logan and State of Ohio, to-wit:

Situate on the waters of Mill Creek in the County of Logan and State of Ohio, and Military Surveys No. 4815 and --- and bounded and described as follows viz:

Beginning at a stake in the center of the Newton and East Liberty Free Pike and S.E. corner to Martin Turners land thence N. 84° E. 200⁰⁰/₁₀₀ poles (crossing the South line to survey No. 4815 at 32⁰⁰/₁₀₀ poles and Mill Creek at 105 poles) to a stake; thence N. 89⁰⁰/₁₀₀ E. 15 poles with David Hockack's land line to a stake N.W. corner to a lot of 39 acres conveyed by Jacob Crahead to Robt. Dickman; thence S. 6¹/₂° E. 183⁰⁰/₁₀₀ poles (crossing Mill Creek at 78 poles and Survey line at 176⁰⁰/₁₀₀ poles) to a stake or stone in the center of said pike; thence with the center of said pike S. 76° W. 65⁰⁰/₁₀₀ poles to the place of beginning, containing Forty Six and Nine Tenths acres (46⁹/₁₀) more or less; said deed was delivered to the Recorder in the recorder's office of said County for record according to law, on the 26th day of April A. D. 1883 at 10 O'Clock A. M. and was duly recorded in Vol. 19 page 53 of the Mortgage Records of Logan County Ohio.

That said deed of mortgage has a condition thereunder written that in case the said William J. Strader should pay or cause to be paid each of said promissory notes, when and as they respectively become due, then said deed should be void, otherwise to be and remain in full force.

That said William J. Strader has wholly failed to pay said first, second, third and fourth promissory notes as above set forth, or any part thereof, except as heretofore stated, though the same are past due, wherefore said deed of mortgage has become absolute, and the plaintiff further says that said defendant L. E. Whorton claims to have some lien or or interest in the above described premises.

Wherefore the plaintiff asks for judgment against the said defendant William J. Strader for the sum of Ten Hundred Dollars with interest from April 2nd 1883, less endorsements, with interest from date of payment, also that the said defendant L. E. Whorton be required to set up the amount and nature of his said claim in and upon said premises, and that said premises be sold as upon execution to satisfy plaintiff's mortgage indebtedness from said William J. Strader, and the judgment of plaintiff or to be obtained that the respective rights, liens and claims of the plaintiff and said defendant L. E. Whorton be determined by the Court for costs and all proper relief.

Burnham C. Balso
Atty. for Plaintiff

State of Ohio, Logan County, ss.

James W. Lane the above named plaintiff, being first duly sworn deposes and says, he is the Administrator of the Estate of Job Scott, that the facts stated in the foregoing

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Sheriff's Return

Entry 75/5

petition are as he believes true.

James M. Lane,
Subscribed and sworn to before me this 28th day
of February, 1898,
(seal)

S. A. McCord, Deputy Clerk

Issue Summons for William J. Strader and Arilla E. Strader returnable according to law, endorsed "Amount claimed \$1000.00 with interest from April 2nd 1888, Action foreclosure of Mortgage."

Burnham C. Balco
Attorney for Plaintiff

Summons

On the 1st day of March A. D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County
To the Sheriff of Union County,

You are hereby commanded to notify William J. Strader and Arilla E. Strader, that they have been sued by James M. Lane Adm^r in the Court of Common Pleas of Union County, and must answer by the 2nd day of April 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 14th day of March A. D. 1898.

Witness my hand and the seal of said Court, this
(seal) 1st day of March A. D. 1898.

J. N. Gosnell Clerk

On the 10th day of March A. D. 1898, the Sheriff of said County returned said Summons to the Clerk's office in said County, which return is as follows:

Sherriff's Return

Sherriff's Fee	\$	to	
Serv. & Ret.			65
Mileage	2	29	1898,
Copies			30
Total	3	19	

The State of Ohio, Union County,

Received this writ March 2nd A. D.

1898, at 8 O'clock A. M. and served same by delivering a true and certified copy of this writ with all of the under-mentioned thereon to William J. Strader and Arilla E. Strader by leaving copies at their usual place of residence on March 9th 1898

J. Ed Robinson, Sheriff.

Entry 7575

On the 4th day of April A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

James M. Lane, Adm^r | Court of Common Pleas
vs | Union County, Ohio.
William J. Strader et al

This 4th day of April, 1898, this cause came on to be heard by the Court upon the petition of the plaintiff, James M. Lane, and the defendants William J. Strader and Arilla E. Strader his wife being in default for answer or demurrer to the petition, and the Court being fully advised in the premises doth find:

1st: All and singular the statements in said petition to be true.

2nd: That there is now due from the defendant William J. Strader upon the said promissory note as set forth in said petition the sum of One Thousand Five Hundred and Sixty Three & 4/100 Dollars (\$1563.48) which is entitled to draw interest from the first day of this term, to-wit April 4th 1898.

Therefore it is adjudged by the Court that the plaintiff herein recover against the said William J. Strader the sum of One Thousand Five Hundred and Sixty Three & 4/100 Dollars, together with his costs in this behalf expended, for which execution is awarded.

And it is further ordered by the Court that unless the said defendant Wm J. Strader pay or cause to be paid said above adjudged sum of money to the plaintiff within five days from the date of the entry hereof, an order of sale issue to the Sheriff of said Union County, commanding him as such Sheriff to cause said premises to be advertised and sold as upon execution and that he bring the proceeds of such sale into Court to be distributed according to its further order.

On the 5th day of April A.D. 1898, the following cross-petition

Cross petition
of L. E. Whorton
75-15

was filed with the Clerk of this Court, to-wit:
 Petitioner: L. E. Whorton
 Defendant: Wm J. Strader, et al
 Court of Common Pleas
 Union County, Ohio.

And now comes L. E. Whorton by way of Cross-petition and makes the following claims.

That on Tuesday January 21st 1896, 38^{1/100} of the price of land as described in plaintiff's petition was sold for taxes to one T. L. Leppo, and that Certificate of Delinquent tax sale was by said Leppo assigned and transferred to L. E. Whorton on Feb. 24th 1898, as per copy of assigned certificate of delinquent tax sale marked Exhibit A, with the endorsements thereon.

The said L. E. Whorton in this suit asks the Court to grant and give any and all relief to which she is entitled against said plaintiff under the laws of Ohio, viz:

1st To decree her priority of lien.

2nd Judgment for purchase money, with subsequent taxes paid and interest at 6% per annum till payment shall have been made, as per following account.

June 21 st 1896,	To Taxes as per sale	\$ 26 84
" " "	Transfer	10
Dec 19 th 1896	To December Tax	6 42
June 19, 1897	To June Tax	6 42
Dec 20, 1897	To December Tax	6 93
	Interest to Apr. 15 th 98	4 6 31
		5 68
		52.37

State of Ohio, Union County, ss.

Personally appeared before me C. E. Whorton agent of L. E. Whorton, who being by me first duly sworn deposes and says that the facts do herein stated are true to his

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Order of Sale issued by The State Union Co

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C. C. Horton

I came to before me and subscribed in my presence this 5th day of April, 1898.

(seal)

Jno A. Gosnell Deputy Clerk

Order of Sale

On the 11th day of April A. D. 1898, the following Order of Sale was issued by the Clerk of this Court, to-wit:

The State of Ohio,
Knox County, ss.

To the Sheriff of said County, Greeting,

Whereas, at a Court of Common Pleas, holden at the Court House in Mansville, in said County of Knox, on the 4th day of April 1898, James M. Lance, Administrator of the estate of Job Scott dec'd, obtained a judgment and decree against William J. Strader and for the sum of One Thousand Five Hundred and Sixty Three and 4/100 Dollars, and Costs and 5/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, and decreed that the said William J. Strader within five days from the 4th day of April, A. D. 1898, pay unto the said James M. Lance, Administrator, the said sum of \$1563.48, with interest from the 4th day of April, 1898, and costs aforesaid; and on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and Executions at law, to sell the real estate described in the Plaintiffs petition &c.

And whereas, the five days aforesaid have fully expired, and the said sum of \$1563.48, 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 Knox County, Ohio, to-wit:

Situate on the waters of Mill Creek in the County of Knox and State of Ohio, and Military Surveys Nos 4815 and --- and bounded and described as follows, viz:

Beginning at a stake in the center of the Newton Ed East Liberty free pike, and S. E. corner to Martin Turner's land; thence N. 8 1/4° E. 200 3/10 poles (crossing the South line to Survey No 4815 at 32 3/10 poles, and Mill Creek at 105 poles) to a stake; thence N. 89 1/4° E. 15 poles with David Horack's land line to a stake N. W. corner to lot of 39 acres conveyed by Jacob Orabood to Robt. Dickerson; thence S. 6 1/2° E. 183 3/10 poles (crossing Mill Creek at 75 poles, and Survey line at 176 7/10 poles) to a stake or stone in the center of said pike; thence with the center of said pike 76° N. 65 3/10 poles to the place of beginning, containing Forty six and nine tenths acres (46 9/10) 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 issue to sell the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs

and interest, as specified therein; and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 11th day of April, A. D. 1898.
J. N. Gosnell Clerk

Afterward on the 14th day of May A. D. 1898, 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	\$	cts
Service	25	
Levy	25	
Sum. Appraisers	1	00
Assess. "	25	
Writing Appraisal	25	
Copy of "	25	
Notice to Printer	25	
Writing Notice	25	
mileage	2	24
Comdays	11	65
Return		25
Total	16	89
Appraisers Fee	3	00
Printer's Fee	10	75

The State of Ohio, Linn County, ss.
In obedience to the Command of the Order of Sale hereto annexed, I did on the 12th day of April, 1898, summon M. Hopkins D. S. Briggs and James Hurd three disinterested freeholders residents of said County, who were by me duly sworn to impartially appraise the lands and tenements there in described, upon actual view, and afterward, on the 13th day of April A. D. 1898, 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 Seventeen Hundred and thirty five & 00/100 Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 13th day of April, 1898, I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Linn County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 14th day of May A. D. 1898, 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 14th day of May A. D. 1898, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came Arvilla E. Strader, who bid for the same the sum of Eleven Hundred and Sixty five Dollars, and said sum being more than two thirds of the appraised value thereof, and said Arvilla E. Strader being the highest and best bidder thereof, I there and then publicly sold and struck off said lands and tenements to her for said sum of Eleven Hundred and Sixty five Dollars.

On the 16th day of May A. D. 1898, the following Proof of Publication was filed with the Clerk of this Court, to-wit:
James M. Lane, Adm.
County of Common Pleas
Linn County, Ohio.
By virtue of the above stated writ to me directed,

William J. Strader et al

Sheriff's Sale on Order of Sale 7515

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from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansfield, Ohio, on Saturday, May 14, 1898, at or about the hour of One O'clock, P.M. on said day, the following described real estate, to-wit:

Situate on the waters of Mill Creek, in the County of Union, and State of Ohio, and Military Survey No. 4815 and 1, and bounded and described as follows, viz:

Beginning at a stake in the center of the Newton and East Liberty free pike and south east corner to Martin Turner's land; thence N. 8 1/2° E. 200 7/10 poles (crossing the south line to Survey No. 4815 at 32 7/10 poles and Mill Creek at 105 poles) to a stake; thence N. 89 1/4° E. 15 poles with David Strack's land line to a stake north west corner to lot of 39 acres conveyed by Jacob Orshood to Robert Dickerson; thence S. 6 1/2° E. 183 7/10 poles (crossing Mill Creek at 78 poles and survey line at 176 7/10 poles) to a stake or stone in the center of said pike; thence with the center of said pike S. 76° N. 65 1/4 poles to the place of beginning containing Forty Six and nine-tenths acres (46 9/10) more or less.

Appraised at \$37 per acre.

Terms of sale Cash.

J. Ed Robinson, Sheriff of Union County, Ohio.

April 13, 1898.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for five consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with April 13, 1898.

H. O. Shearer.

Sworn to and subscribed before me, this 16th day of May, 1898.

(seal)

J. N. Grand Clerk

Printer's Fees, \$10 25.

On the 16th day of May A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry James M. Lance Adm., 75-15

Court of Common Pleas Union County, Ohio.

William J. Strader et al

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

And it is further ordered that the said Sheriff convey to the purchaser Anville C. Strader, by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises, so far as they may be paid herein for the protection of his title, and a writ of

possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the Mortgage herein sued on to be entered on the records thereof in the office of the Recorder of Lennox County, Ohio.

And the Court coming here to distribute the proceeds of said sale amounting to Eleven Hundred and Sixty Five Dollars (\$1165.00) it is ordered that the Sheriff, out of the moneys in his hands pay:

First: To the Treasurer of Lennox County, Ohio, the taxes, penalty and interest against said property to-wit: the sum of Seven & 700 Dollars (\$7.70).

Second: To L. E. Whorton, amount of tax claim, to-wit: Fifty Two and 3/100 Dollars (\$52.39) with interest at 6% from April 15 to May 15 1898.

Third: The Costs of this action, taxed at \$47.29.

Fourth: To the plaintiff James W. Lane, the balance of the proceeds of said sale and execution is hereby awarded for the balance of the plaintiff's claim that may be unpaid after the proceeds of said sale is exhausted.

Attest
J. N. Boswell Clerk
By J. A. Boswell Deputy

Pleas continued and held at the Court House in Marysville, within and for the County of Lennox, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April to-wit: On the 4th day of April in the year of our Lord one thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 3rd day of March A. D. 1898, Maggie V. Kindall filed in the Clerk's office of the said Court of Common Pleas, the following Petition against John R. Custer et al to-wit:

Petition
7530
Maggie V. Kindall
vs
John R. Custer et al
Anna S. Custer et al
J. W. Robinson

Court of Common Pleas
Lennox County, Ohio

The Plaintiff Maggie V. Kindall for her first cause of action says that on the 21st day of August, 1890, the said defendants John R. Custer and Anna S. Custer made and delivered to the plaintiff their promissory note of which the following is a true copy, with all the endorsements thereon in words and figures viz:

"On the first day of June A. D. 1895, we promise to pay to Maggie V. Kindall or order the sum of Five Hundred Dollars, with interest from June 1st 1895, payable annually for value received, \$500. August 21st 1895.

John R. Custer
Anna S. Custer "

The following endorsements appear on said note,
June 6th, Recd. \$50.00 1892 By note \$30 1893, \$30.00 1894, Recd Recd. \$30.00 1895. March 1st Recd. \$5.00 1896. April Recd \$5.00 May 12 \$5.00 Oct. \$5.00 and Nov. \$5.00 1897.

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The plaintiff says that she is still the owner and holder of said note, and that there is due from said John R. Cusler and Anna L. Cusler defendants upon said note Five Hundred and Fifty Seven Dollars, with six per cent interest from March 1st 1895.

For her second cause of action,

The plaintiff says for her second cause of action, that the defendants John R. Cusler and Anna L. Cusler, on the 21st day of August 1890, to secure the payment of said promissory note set forth in the first cause of action herein, executed and delivered to the plaintiff their certain Mortgage deed, and thereby conveyed to the plaintiff her heirs and assigns the following described lands and tenements, to-wit:

Situate in the Co. of Linn, in the State of Ohio, and in the Village of Marysville, and bounded and described as follows:

"Being the East half of Co. Lot No. 345 of the old number and No. 362 of the new numbering of the Robinson Addition and being the same premises which J. H. Robinson conveyed to said John R. Cusler and Anna L. Cusler by deed dated June 1st 1887, and the same premises which R. L. Woodburn then day conveyed to Anna L. Cusler by a deed from John R. in trust for that purpose."

The said Mortgage deed contained a condition in substance, that if the said John R. Cusler and Anna L. Cusler should pay or cause to be paid the said promissory note to the plaintiff, her heirs and assigns, when the same became due, with the interest, then said mortgage deed should become void, otherwise to be and remain in full force and virtue.

The plaintiff says that by reason of the non-payment of said promissory note, and the interest due thereon, the said Mortgage deed has become absolute.

That on the 21st day of August, 1890, at 2:15 O'clock P.M. the said Mortgage deed was delivered to the Recorder of said County for record, and was by him duly recorded on the 29th day of August, 1890, in Vol 36, in the Record of Mortgages, page 92, of said County.

The plaintiff says that J. H. Robinson claims to have some lien upon said lands and tenements but the exact nature and amount of his claim plaintiff is not advised, and asks proof of the same.

Wherefore the plaintiff prays that the Court may determine the amount due her upon said promissory note and render judgment therefor; that said mortgage may be foreclosed, the said premises ordered to be sold, and the proceeds applied in payment of said debt, and for all necessary and equitable relief.

Robinson & Ed Woodburn
Attys. for Plaintiffs

The State of Ohio, Linn County, ss.

Maggie V. Kindall being first duly sworn says the facts and allegations stated in her foregoing petition are true as she verily believes.

Maggie V. Kindall

Sworn to before me and subscribed in my presence this 2nd day of March, 1895.

R. M. Coffey
Notary Public

(seal)

I do hereby waive the issuing and service of summons in the above case and enter my appearance herein, saying that upon being my appearance in said action.

J. H. Robinson.

To Clerk:

Some summons for defendants John R. Custer and Anna L. Custer returnable according to law - Endorse, Indorse of Mortgage and personal judgment, amount claimed \$557.50 with 6 per cent interest from March 1st, 1898.

Robinson & Woodburn
Attys for Plaintiff

On the 3rd day of March A. D. 1898, the following summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County,
To the Sheriff of Union County;

You are hereby commanded to notify John R. Custer and Anna L. Custer that they have been sued by Maggie V. Kendall in the Court of Common Pleas of Union County, and must answer by the 3rd day of April 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 14th day of March A. D. 1898.

Witness my hand and the seal of said Court, this
(seal) 3rd day of March A. D. 1898.

J. N. Grinnell Clerk

Afterward on the 4th day of March A. D. 1898, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Sheriff's Return

Sheriff's Fees	65
Sur. & Ret.	65
Mileage	16
Copies	30
Total	111

The State of Ohio, Union County,

Received this writ March 3rd A. D. 1898, at 11 o'clock A. M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to John R. Custer and Anna L. Custer personally on March 4th 1898.

J. Ed Robinson Sheriff
By Allen Harris Deputy

Answer and Cross-petition
7520

On the 7th day of March A. D. 1898, the following answer and cross-petition was filed, to-wit:

Maggie V. Kendall
vs
J. R. Custer and
Anna L. Custer et al

Court of Common Pleas
Union County, Ohio

The defendant J. E. Robinson for his cross-petition in this case says, that on the first of Jan. 1887, said J. R. Custer and Anna L. Custer his wife executed to said J. E. Robinson their two promissory notes of that date for \$75⁰⁰, due one year after its date with interest from date and for \$100 due three years after date and a mortgage deed was by them at the same given to secure said notes which mortgage was duly recorded on the day of 1887.

The said notes and mortgage were for purchase money of the whole lot mentioned in said petition.

That afterwards this defendant released to said Custer the part

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of said lot sold to one Ford; Said Cusler in the deal with said Ford paid \$50⁰⁰ of the principal of said \$100⁰⁰ note and has paid the interest on both notes to the first of April 1892 and since then to wit June 6th 1896 Twenty dollars thereon.

That there is due on said two notes to this defendant the sum of One Hundred and Twenty Five Dollars principal and interest thereon since April 1, 1892, subject to said payment of \$20 June 6, 1896, the interest is at six per cent payable annually, which sum is a prior and better lien on said real estate in said petition described than the lien of the plaintiff, and therefore he asks a finding by the Court of the amount due him and a decree for the payment thereof and an order of sale of said premises to satisfy the same and for other proper relief.

J. H. Robinson

The State of Ohio, Minn County, ss.

J. H. Robinson, being duly sworn says he believes the allegations of the foregoing Cross-petition are true.

J. H. Robinson

Sworn to before me and signed in my presence this 7th of March 1898.

(seal)

J. R. Gosnell Clerk of Court

Entry 7520

On the 4th day of April A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Maggie V. Kendall vs John R. Cusler et al
Court of Common Pleas
Minn County, Ohio

This cause coming on for hearing, and a jury being waived was submitted to the Court upon the pleadings and evidence, on consideration whereof the Court find, that there is due to the plaintiff from the defendants John R. Cusler and Anna L. Cusler on the promissory note set forth in the petition, with 6% interest to the first day of this term, April 4th 1898, the sum of Five Hundred and Sixty & 50/100 Dollars (\$560⁵⁰).

The Court further find that in order to secure the payment of said note the defendants John R. Cusler and Anna L. Cusler his wife executed and delivered to said Maggie V. Kendall the plaintiff their certain Mortgage deed as in the petition described and on the premises therein described, that said Mortgage was duly recorded in Book 26, page 92 of the record of Mortgages of Minn County, Ohio, and is a lien on the premises described in the petition.

It is therefore considered and adjudged that unless the defendants John R. Cusler and Anna L. Cusler 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 six per cent interest from April 4th 1898, 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 Minn County, directing him to sell said premises as upon execution and bring the proceeds into court for further order.

On the 4th day of April A.D. 1898, the following Entry was filed with the Clerk of this Court to-wit:

Entry
7630

Maggie V. Kendall
vs
J. R. Ousler et al.

Court of Common Pleas
Union County, Ohio.

This day came on this cause to be heard by the Court whereupon the Court find that there is due J. W. Robinson on his Cross-petition of J. W. Robinson from J. R. Ousler secured by the mortgage by him and wife set up in this Cross-petition the sum of One Hundred and fifty four and 2/100 (\$154.75) Dollars, which mortgage is the first and best lien on the premises in the petition described.

It is therefore considered ordered and adjudged by the Court that said J. W. Robinson receiver of said J. R. Ousler the said sum of One Hundred and Fifty four and 2/100 Dollars, and that if he fail for ten days to pay the same that an order of sale issue for the sale of said premises according to law to satisfy said sum due as aforesaid to said J. W. Robinson, this cause is continued for report of the sale.

On the 9th day of April A. D. 1898, the following Order of Sale was issued by the Clerk of this Court to-wit:

Order
of
Sale

The State of Ohio, Union County, ss.
To the Sheriff of said County, Greeting:

Whereas at a Court of Common Pleas, holden at the Court House in Mansfield, in said County of Union, on the 4th day of April, 1898, Maggie V. Kendall obtained a judgment and Decree against John R. Ousler and Anna L. Ousler for the sum of Five Hundred and Sixty and 2/100 Dollars, and Fifty four 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 R. Ousler and Anna L. Ousler within three days from the 4th day of April A. D. 1898, pay unto the said Maggie V. Kendall the said sum of Five Hundred and Sixty and 2/100 Dollars, with interest from the 4th day of April, 1898, 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 cc.

And whereas the three days aforesaid have fully expired, and the said sum of Five Hundred and Sixty and 2/100 Dollars, and costs aforesaid have not been paid, or any part thereof, as appears to us of record;

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

In the Village of Mansfield, and bounded and described as being the east half of One Lot No. 345 of the old number and No. 362 of the new numbering of the Robinson Addition, and being the same premises which J. W. Robinson conveyed to said John R. Ousler and Anna L. Ousler by deed dated June 1st 1887, the same premises which R. L. Woodburn this day conveyed to Anna L. Ousler by a deed from John R. Ousler in trust for that purpose.

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We, therefore Command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the Tenor thereof, and that you apply to sell the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at
 (seal) Maysville, this 9th day of April, A. D. 1898,
J. N. Gernell Clerk

On the 14th day of May A. D. 1898, the Sheriff of said County, returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return	Sherriff's Fee	\$ do
Service		25
Levy		25
Sum. Appraisers		1 00
Swearing		25
Writing Appraisal		25
Copy of "		25
Notice to Appraisers		25
Writing Notice		25
Mileage		16
Per diem		5 00
Return		25
Total		8 14
Appraisers Fee		3 00

The State of Ohio, Linn County, ss.
 On obedience to the command of the order of sale hereto annexed, I did, on the 11th day of April, 1898, summon Valerius Turner, Lefe Wullen and Joff V. Turner, 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 11th day of May A. D. 1898, 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 Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 13th day of April, 1898, I caused to be advertised in the Maysville Tribune, (a newspaper printed and published, and of general circulation in Linn County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 14th day of May, A. D. 1898, 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 14th day of May, A. D. 1898 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came Maggie V. Kendall who bid for the same the sum of Five Hundred Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Maggie V. Kendall being the highest and best bidder therefor, I there and then publicly sold and struck off said lands and tenements to her for said sum of Five Hundred Dollars.

J. Ed Robinson, Sheriff.

On the 16th day of May A. D. 1898, the following Notice was filed with the Clerk of the County to wit:

Sherriff Sale
7520

Maggie V. Kendall

Court of Common Pleas
Union County, Ohio

vs
John R. Custer et al On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the south door of the Court House in Marysville, Ohio, on Saturday, May 14, 1898, 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 Paris, County of Union and State of Ohio, in the Village of Marysville and bounded and described as being the east half of inlet No. 345 of the old number and No. 362 of the new numbering of the Robinson addition, and being the same premises which J. W. Robinson conveyed to said John R. Custer and Anna S. Custer by deed dated June 1st, 1887, the same premises which R. L. Woodburn this day conveyed to Anna S. Custer by deed from John R. Custer in trust for that purpose.

Appraised at \$600
Terms of sale cash.

J. Ed Robinson Sheriff
Union County, Ohio

April 13, 1898.

The State of Ohio, Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with April 13th 1898.

W. O. Shearer.

Sworn to and subscribed before me this 16th day of May, 1898.

J. N. Gosnell Clerk

Printers Fees \$12.50

On the 17th day of May A. D. 1898, the following Entry was filed with the Clerk of the Court, to-wit:

Entry
7520

Maggie V. Kendall

Court of Common Pleas
Union County, Ohio

vs
John R. Custer et al

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under 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, & confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Maggie V. Kendall by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

Petition
7464

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And the Court coming now to distribute the proceeds of said sale amounting to Five Hundred Dollars, it is ordered that the Sheriff out of the money in his hands pay:

First: the costs of this action taxed at \$38.41.

Secondly: The Taxes 16.81.

Thirdly: To the defendant J. W. Robinson the amount heretofore found due him, with interest to-wit, the sum of One Hundred and Fifty-five and 7/100 Dollars.

Fourthly: To the plaintiff Maggie V. Kendall the balance of the said money remaining in his hands to-wit, the sum of Two Hundred and Eighty Eight and 5/100 Dollars, to be applied as a credit upon her judgment against the said defendants.

And there still remaining due the sum of Two Hundred and Seventy Four and 5/100 Dollars, it is considered that she recover the same from the defendants John B. Cusler and Anna L. Cusler, and execution is awarded therefor.

Attest

J. N. Hosmel Clerk

By Geo. A. Hosmel Deputy.

Pleas continued and held at the Court House in Marysville within and for the County of Minn, in the Tenth Judicial District of the State of Oregon before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 11th day of Nov. A. D. 1897, John Gibson et al filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Dallas Corp, to-wit:

Petition
7464
John Gibson and
Susan Gibson his wife
vs
Dallas Corp

Court of Common Pleas
Minn County, Ore.

The plaintiff says:

1st. That he has a legal estate in, and is entitled to the possession of the following described premises situated in the Township of Dorso, County of Minn and State of Ore, and bounded and described as follows:

Being part of V. M. Survey No. 3007, beginning at three white oaks, north east corner to Survey No. 1307 and north east corner to Survey No. 3007; thence north with the line dividing said Survey, north 78° N. 117 poles to a stone, south east corner to Elizabeth Crippen's land; thence with the east line of said land, north two (2) degrees east 13 5/100 poles to a stake in the north line of lot No. (3) three of the sub-division of said Survey No. 3007; thence with said line north 84° 15' E. 114 5/100 poles to the beginning containing Four & 7/100 (4 7/100) acres more or less.

The defendants ever since the 26th day of September, 1893,

has unlawfully kept the plaintiffs out of possession of said premises.

2nd - Same cause of Action:

The plaintiffs for a second cause of action say that the defendant, while he so unlawfully kept the plaintiffs out of the possession of said premises, as above stated, and ever since the said 26th day of September, 1893, has received the rents and profits of said premises of the value of One Hundred Dollars, and refuses to account for, or pay the plaintiffs any part of said rents or profits.

3rd - Third cause of action:

Plaintiff further says that they, the plaintiffs, ever since the said 26th day of September 1893, have paid the taxes on the above described premises to the amount of about Eleven and 5/100 Dollars, which the defendant refuses to pay or account for to plaintiffs, and which is due to plaintiffs from the defendant on said payment of taxes.

The plaintiff therefore asks judgment against the defendant for the delivery of the possession to plaintiffs, and for the sum of One Hundred Dollars, on account of said rents and profits, and also for the sum of Eleven Dollars and Fifty cents on account of the payment of said taxes, and asks all other and proper relief as in law and equity they may be entitled.

Porter & Porter, Atty. for Pliffs

John Gibson, one of the defendants, being sworn, makes oath, that the facts stated in the foregoing petition are true as he believes,

John Gibson

Sworn to by John Gibson before me, and signed by him in my presence this 11th day of November A. D. 1897.

Thomas Donleahy

Notary Public

(seal)

To the Clerk:

Issue a summons against the defendant in the above entitled case, returnable according to law. Endorse "Action for the recovery of real estate, and judgment for the recovery of \$100.00, rents, and \$11.50 for taxes,

November 11th 1897.

Porter & Porter

On the 11th day of November A. D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Linn County.

To the Sheriff of Linn County:

You are hereby commanded to notify Wallace Croop, that he has been sued by John Gibson et al, in the name of Common Pleas of Linn County, and must answer by the 11th day of December A. D. 1897, or the petition of the said plaintiffs will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 22nd day of November A. D. 1897.

Witness my hand and the seal of said Court, this 11th day of November A. D. 1897,

(seal)

J. N. Gosnell, Clerk

County, which

Sheriff's Return

Sheriff's Return

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On the 18th day of November A.D. 1897, the Sheriff of said County, returned said Summons to the Clerk's office in said County, which return is as follows:

Sherriff's Return

Sherriff's Fee	\$	cts	
Law. & Ret.		50	
Mileage	1	12	
Copy		15	
Total	1	77	

The State of Ohio, Linn County.

Received this writ Nov, 11th A.D.

1897, at 2 O'clock P.M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to Wallace Grog, by leaving a copy at his usual place of residence on November 17th 1897.

J. Ed Robinson Sheriff.

On the 11th day of December A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer 7464

John Gibson & Susan Gibson vs Wallace Grog

Court of Common Pleas Linn County Ohio.

1st Defense. Now comes the defendant and for answer to said plaintiffs petition says, he denies each and every allegation in said petition as set forth in said petition.

2nd Defense. Said defendant denies that the plaintiff is the owner and entitled to the possession of the land as described in his said petition.

3rd Defense. Defendant denies that he has kept the plaintiffs out of the possession of the lands as described in said

4th Defense. Defendant denies that he has collected the rents and profits of said real estate as described in the petition.

5th Defense. Defendant denies that said plaintiffs have paid any tax for the defendant and also denies that he is indebted to said plaintiff for said tax or for any other obligation whatever.

Defendant therefore asks that plaintiffs petition be dismissed and that he recover his costs herein taxed at \$

J. M. Kennedy Atty. for Defendant.

The State of Ohio, Linn County, ss.

Wallace Grog being first duly sworn says, that the facts and allegations in said answer are as he believes true.

Wallace Grog.

Sworn to and subscribed before me by said Wallace Grog, this 11th day of December A.D. 1897.

A. H. Kellefrost Notary Public

(seal)

On the 13th day of January A.D. 1898, the following Amended Answer was filed with the Clerk of this Court, to-wit:

Amended Answer 7464

John Gibson & Susan Gibson vs Wallace Grog

Court of Common Pleas Linn County Ohio.

1st Defense. Now comes the defendant and for Amended Answer,

leave of the Court first had and for amended answer to the plaintiffs petition says he denies each and every allegation contained

2nd Defense. Said defendant for further defense to plaintiffs petition says that so much of the land as in the following description to-wit: beginning at a hitching in the original line of said Survey No. 1307; thence with said original line N. 80° E. 10 poles to the center of Mill Creek; thence in a southerly direction about N. 84-15 65 poles to a point in the line bearing N. 70° and about six poles from said beginning point; thence N. 90° W. about six poles to the beginning, containing about one and one-fourth acre, be the same more or less; said defendant and those under whom he holds title have held the same by deed and been in uninterrupted notorious peaceable and undisputed possession for more than (21) twenty one years next preceding the beginning of this action.

3rd Defense. That so much of said real estate claimed by plaintiff lying outside of the foregoing description, the plaintiff is now and has been in possession of the same, receiving all rents and profits thereof, and defendant has nothing to do with the same, and denies that he is in any way responsible to the plaintiff for the same.

Defendant therefore asks that the petition of the plaintiff be dismissed at the cost of plaintiffs and that the title of defendant be quieted to the land heretofore described in this answer, and for all proper relief in the premises.

J. M. Kennedy
Atty. for Defendant.

The State of Ohio, Miami County ss.

Wallace Gray, being first duly sworn says the facts stated and allegations made in the foregoing answer are as he believes true.

Sworn to and subscribed by the said Wallace Gray before me this 8th day of January A.D. 1898.

A. H. Kelleprath
Justice of the Peace.

On the 23rd day of April A.D. 1898, the following Reply was filed with the Clerk of this Court, to-wit:

Reply
7464
John Gibson
Susan Gibson
vs
Wallace Gray

Court of Common Pleas
Miami County, Ohio

The plaintiffs reply to the amended answer of defendant filed herein on the 13th day of January, 1898, and deny each and every allegation thereof contained in the 2nd defense in said answer.

John Gibson one of the plaintiffs being duly sworn makes oath that the facts stated in the foregoing Reply are true as he believes.

John Gibson
Atty for Plaintiff

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Sworn to by John Gibson before me and signed in my presence this 23rd day of April, 1898.
(seal) J. N. Gosnell Clerk of Court.

On the 20th day of May A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:
Entry 7464 John Gibson et al vs Wallace Croff
Court of Common Pleas
Seneca County, Wis.

This day this cause came on for trial, and neither party desiring a jury, by agreement the same is waived and this case was submitted to the Court on the pleadings and evidence and was argued by counsel, and upon consideration thereof the Court finds for the defendant, and finds that the said defendant and those under whom he held his title had been in peaceable, uninterrupted, notorious, hostile and adverse possession for more than twenty one years before the commencement of this action as to the amount claimed by defendant in his amended answer.

It is therefore ordered and adjudged by the Court that the title of the defendant therein be forever quieted as to the defendant's claim for the one and one fourth acre as set up in his amended answer.

And it is further ordered by the Court that the title as to all of the lands described in the plaintiff's petition not herein decreed to the defendant as aforesaid be and the same is hereby quieted to the plaintiff, and it is considered that the defendant recover of plaintiff his costs taxed at \$35.87, to which ruling judgment and decision so far as the same was made in favor of defendant is excepted to, and therefore plaintiff moved the Court for a new trial in said action, which motion the Court overruled, to which ruling the plaintiff excepted.

Attest
J. N. Gosnell Clerk
By J. A. Gosnell Deputy.



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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

It is remembered that on the 23rd day of April A. D. 1898, Livwright, Grunwald & Co. filed in the Clerk's office of the said Court of Common Pleas, the following petition against Waterman Hill, to-wit:

That Livwright, Grunwald & Co. Morris Livwright, Benjamin F. Grunwald Mack Duffus and Morris Lang partners as

Court of Common Pleas
Union County, Ohio.

Petition
7540

Waterman Hill

Plaintiffs says that they are a partnership doing business in the City of Philadelphia, Pennsylvania; that this action is founded upon an account for goods sold and delivered by plaintiffs to defendant, a copy of which account duly verified is hereto attached marked Exhibit A, and made part hereof.

That there are no credits on said account, except as shown on said Exhibit A, that there is due and remaining unpaid upon said account from said defendant to said plaintiffs the sum of Seven Hundred and Forty Six and Two Dollars, with six per cent. interest thereon from May 1st, 1896, for which sum with interest as aforesaid and costs of suit plaintiffs ask judgment against defendant.

John M. Brodrick
Attorney for Plaintiffs.

The State of Ohio, County of Union, ss.

John M. Brodrick, being sworn makes oath that he is the duly authorized Attorney for said plaintiffs, that said plaintiffs are non-residents of said Union County, Ohio, and that the facts stated in the foregoing petition are, so far as he believes true.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 33rd day of April, 1898.

Clerk-

J. M. Gosnell Clerk of Court

Issue summons to Sheriff of Union County, Ohio, for said defendant, returnable according to law, In case "Money only" Amount claimed \$746.72 @ 6% int. from May 1st 1896.

John M. Brodrick
Atty. for Plaintiffs.

Dr. W. Hill

Philadelphia Mar 13, 1898

Marysville O.

To Livwright, Grunwald & Co. Dr.

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Law and Collection office of
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State of Pennsylvania
 City and County of Philadelphia, ss.

Before me, L. W. Mc Mahon, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Philadelphia, duly commissioned and authorized to administer oaths, affirmations etc, personally appeared May Leiswright, one of the firm of Leiswright, Greenwald & Co, who being duly sworn, according to law doth depose and say, that the annexed account against W. Hill is correctly copied from the books of the original entry of said firm, that the charges were made in said books at or about the time of their respective dates; that the goods for which said charges were made, were sold and delivered as charged; that the charges are correct; and the account just and true as stated; that there is now due and owing thereon, the sum of Seven Hundred and Forty six & 73/100 Dollars, with interest thereon from the 1st day of May A.D. 1896, that no part of said sum has ever been paid or in any manner settled, and that there are no deductions or offsets of any kind except such as are therein specified and credited; the said firm holds no collateral or securities of any kind for securing the payment of the said debt or claim.

May Leiswright
 Sworn to, and subscribed before me this 16th day of April A.D. 1898, In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.
 (seal) Wm Mc Mahon
 Notary Public Commonwealth of Pennsylvania

On the 23rd day of April A.D. 1898, the following Summons was issued by the Clerk of this Court to-wit:

The State of Ohio, Union County ss.

To the Sheriff of Union County;

You are hereby commanded to notify Waterman Hill that he has been sued by Max Livonight et al, in the Court of Common Pleas of Union County, and must answer by the 21st 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 2nd day of May A.D. 1898.

Witness my hand and the seal of said Court, this 23rd day of April A.D. 1898.

(seal)

J. N. Gosnell Clerk.

Afterward on the 28th day of April A.D. 1898, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows, to-wit:

Sheriff's Fee	50
Serv. & Ret.	50
Mileage	80
Cop. of	16
Total \$	45

The State of Ohio, Union County.

Received this writ April 23rd A.D. 1898,

at 3 o'clock P.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to Waterman Hill by leaving a copy at his usual place of residence on April 26th, 1898.

J. Ed. Robinson Sheriff.

On the 5th day of July A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Max Livonight et al vs Waterman Hill Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the petition and evidence; and the defendant having failed to answer or demur to said petition the Court finds that the allegations of said petition are thereby confessed by said defendant to be true, and that there is due from said defendant Waterman Hill to said plaintiff, the sum of Eight Hundred and Forty Four and 29/100 Dollars, with six per cent interest thereon from this date July 5, 1898.

It is therefore considered and adjudged by the Court that the plaintiff do recover from the defendant said sum of Eight Hundred and Forty Four and 29/100 Dollars, with six per cent interest thereon from July 5, 1898, and their costs herein taxed at \$8.75.

Attest

J. N. Gosnell Clerk
By J. M. A. Gosnell Deputy.

Proved for Plaintiff

Summons

Sheriff's Return

Entry 73-40

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Deanean Dow, Judge of said Court, of the Term of April, to-wit; on the 4th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that on the 23rd day of April A.D., 1898, Mary Bannor filed in the Clerk's office of the said Court of Common Pleas, the following Petition against The Unknown heirs of James M. Evans, deceased, to-wit:

Petition Mary Bannor

7541

The Unknown heirs of James M. Evans, deceased

Court of Common Pleas Union County, Ohio.

The plaintiff says, that she is the owner of and in the sole and peaceable possession of the following premises viz: Situate in the Village of Marysville, County of Union and State of Ohio, Being the North one-half (1/2) of In-Lot Number One Hundred and Ninety Seven (197). 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 Recorder of said Union County, Ohio.

That on the 15th day of April, 1851, Jerome Buckingham and George B. Wright as Administrators of the estate of Joshua Mathew, deceased, sold and conveyed said In-Lot No. 197 to said James M. Evans.

That about the day of 1852, said James M. Evans and his wife sold and conveyed said In-Lot No. 197, to W. W. Woods and Martha J. Woods.

That on said day of 1852, the title to said In-Lot was duly transferred on the Grand Duplicate of said Union County, Ohio, from said James M. Evans to said W. W. Woods and Martha J. Woods.

That on December 21st, 1853, said W. W. Woods and Martha J. Woods his wife sold and conveyed said In-Lot to William Campbell, and that the title and possession of said in lot has passed down from said William Campbell by regular conveyances until the deed for said North half thereof to said plaintiff.

Plaintiff says that the said deed of conveyance from said James M. Evans and wife to said W. W. Woods and Martha J. Woods has been lost or destroyed without record, and that by reason thereof a cloud has been cast upon plaintiff's title.

That the said James M. Evans has long since died, and the names and residence of his heirs are to plaintiff unknown.

Plaintiff therefore prays that her title to said North half of said In-Lot No. 197, may be quieted in her, and for all other proper relief in the premises.

John M. Broadrick
Attorney for Plaintiff.

The State of Ohio, County of Union, ss.

Mary Bannor, the plaintiff in the foregoing petition being sworn, makes oath that the names and addresses of the heirs of James M. Evans deceased, are unknown to her, and can not with reasonable diligence be ascertained, and that this action is one of those mentioned in Section 3545, Revised Statutes of Ohio, and further affiant saith not.

Mary Bannor

Sworn to by said Mary Bannor, before me and signed in my presence this 23rd day of April, 1898.

(seal)

J. N. Gosnell Clerk of Court.

Legal Notice
7541

On the 5th day of July A.D. 1898, the following Legal Notice was filed with the Clerk of this Court to-wit:

Mary Bannor
vs
The Unknown heirs of James W. Evans, deceased.

Court of Common Pleas
Union County, Ohio.

The unknown heirs of James W. Evans deceased, will take notice that on April 23, 1898, Mary Bannor filed her petition in said Court, alleging that said James W. Evans executed and delivered to W. W. Woods and Martha J. Woods a deed for in lot No. 197, of Matthews addition to the Village of Marysville, Union County, Ohio, about the year 1852, which deed was lost or destroyed without record.

The prayer of said petition is for an order of said Court quieting the title to the north half of said inlot in said plaintiff.

The defendants are required to answer said petition on or before the 25th day of June, 1898, or judgment may be taken against them.

April 27, 1898,

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with April 27, 1898.

W. O. Shuman.

Sworn to and subscribed before me, this 5th day of July A. D. 1898.

(seal)

J. N. Gosnell Clerk

Printers Fee, \$11.00

Entry
7541

On the 5th day of July A. D. 1898, the following Entry was filed with the Clerk of this Court to-wit:

Mary Bannor
vs
The Unknown heirs of James W. Evans, deceased.

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing and thereupon came the plaintiff by her Attorney, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are thereby confessed by them to be true.

The Court do also find that due and legal notice has been given to said defendants as required by law.

The Court further find that at the time of bringing this action the said plaintiff was in possession of the real estate described in the petition, and that she had the legal estate in, and was entitled to the possession of, the same; that neither the defendants, nor any one of them have any estate in or are entitled to the possession of said real estate or any part thereof; and that the plaintiff ought to have her title and possession quieted as against each and every one of said defendants, so prayed for in her petition.

The Court further find from the evidence that the title to said premises described in said petition was transferred on the Grand Duplicate of Union County, Ohio, from said James W. Evans to said W. W. Woods and Martha J. Woods in the year 1852; that said W. W. Woods and Martha J. Woods entered into possession thereof immediately after such transfer, and that they and those claiming under them by transfer of title thereto.

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have continued in open, notorious, exclusive and adverse possession thereof until the present time, and that said James W. Evans was in full life for some years after said transfer and the entering into the possession thereof by said W. W. Woods and Martha J. Woods.

It is therefore ordered, adjudged and decreed, that the title and possession of the said Mary Bairner to all and singular, the premises in the petition described to-wit; Situate in the Village of Marysville, County of Union and State of Ohio; Being the North one-half (1/2) of an Acre Number One Hundred and Ninety Seven (197). For a more definite description of said Acre reference is hereby made to the recorded plat of said Village in the office of the Recorder of said Union County, Ohio, be, and the same hereby are, quieted as against the defendants, and each and every one of them, and all persons claiming under them, or any of them; and they are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said Mary Bairner, her heirs or assigns forever.

It is further ordered that the plaintiff pay the costs of this action to-wit;
 Brodrick for Plaintiff.

Attest
J. N. Gosnell Clerk
By J. A. Gosnell Deputy.



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Be it remembered that on the 21st day of May, A.D. 1898, Deer Manure Company, files in the Clerk's Office of the said Court of Common Pleas, the following Petition against James M. Cochran et al, to-wit:

Petition
7552

Deer Manure Company

Court of Common Pleas
Union County, Ohio

James M. Cochran Et
W. W. Cochran, partners
of the firm of Cochran Bros.

The said plaintiffs are a corporation duly authorized to transact business under the laws of Ohio.

The plaintiff says that his first cause is founded upon a promissory note of which the following is a copy, with all the credits and endorsements thereon in words and figures so follows:

\$64.79

Marysville, Ohio, May 1st 1896.

Sept. 1, 96, after date for value received we promise to pay to the order of Deer and Manure Company, Sixty four and 7/100 Dollars at Bank of Marysville, O. with 8 per cent interest after due until paid, with exchange, Collection Charges and Attorney fee: without any relief whatever from valuation or appraisement laws.

The drawers and endorsers and Guarantors severally waive presentment for payment protest notice of protest and non payment of this note and all defenses on the ground of any extension of time of its payment that may be given by the holder or holders to each or either of them: Cochran Bros.

No endorsement of payment thereon said note, there is due from the defendant to the plaintiff on said note the sum of Seventy three and 5/100 Dollars (\$73.50) with 8 per cent interest from March 1st, 1898, and for which he prays judgment against the defendant.

2nd Cause of Action:

The plaintiff says that the second cause of action is founded on a promissory note of which the following is a true copy, with words and figures viz:

\$66.00

Marysville O. June 20th 1895.

October 1st, 1896, after date, for value received, we promise to pay to the order of Deer and Manure Company Sixty six Dollars at Bank of Marysville, Ohio, with eight per cent interest after maturity until paid, without any relief whatever from valuation, appraisement stay or extension laws. Should this note not be paid when due, the maker and endorser agree to pay all reasonable costs of collection of the same, including plaintiff's Attorney fee } 20375: Cochran Bros.

There are no credits on said note; there is due from the defendant to the plaintiff on said note the sum of Seventy three and 7/100 Dollars, which he claims with interest from the 1st day of March, 1898, and for which he prays judgment against said defendant; Wherefore the plaintiff prays judgment against the said James M. Cochran and W. W. Cochran defendant on said note the sum of One Hundred and Forty Seven and 0/100 Dollars, with eight per cent interest from March 1st 1898, with all proper relief.

Robinson & Woodburne
Attorneys for Plaintiff.

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The State of Ohio, Union County, ss.

R. L. Woodburn, one of the Attorneys for the plaintiff duly authorized, say that his cause of action is founded upon written instrument now in the possession of affiant - and for money only - and that the facts and allegations stated in the foregoing petition are true as he verily believes.

R. L. Woodburn.

Sworn to before me and subscribed in my presence this 21 day of May, 1898.

(seal)

Jos. A. Gosnell, Deputy Clerk.

We the undersigned defendants do hereby waive the issuing and service of Summons and enter our appearance in the above case.

J. M. Cochran
W. W. Cochran.

On the 5th day of July A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7552

Deer Mammor Company
vs
James M. Cochran, et al
W. W. Cochran, members of
the firm of Cochran Bros.

Court of Common Pleas
Union County, Ohio

Now comes the plaintiff by its attorney and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are true, and further finds that the defendants James M. Cochran and W. W. Cochran are indebted to the Deer Mammor Company, plaintiff, in the sum of One Hundred and Forty Seven and 00/100 Dollars, with 8 per cent interest from March 1st, 1898.

It is therefore considered by the Court that said plaintiff recover from the said defendants the said sum of One Hundred and Forty Seven and 00/100 Dollars, with Eight per cent interest from March 1st, 1898, and the costs herein expended total \$52.50.

Attest
J. N. Gosnell Clerk
By Jos. A. Gosnell Deputy.



Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court of the term of April, 1894; on the 19th day of April in the year of our Lord one thousand Eight Hundred and Ninety Four.

Be it remembered that heretofore to-wit, on the 25th day of March A. D. 1891, A. B. Robinson filed in the Clerk's office of the said Court of Common Pleas, the following petition against Z. Taylor Alexander, to-wit:

Petition
7337

A. B. Robinson
vs
Z. Taylor Alexander

Court of Common Pleas
Union County, Ohio.

The said A. B. Robinson plaintiff, says that March 10, 1891, he entered into a verbal contract with the said defendant Z. Taylor Alexander, thereby selling to said defendant the Real Estate herein described for the sum of Five Hundred and Fifty Dollars and interest thereon from the date of sale and said plaintiff then and there agreed to convey said Real Estate to defendant upon payment of the purchase money and when not less than One Hundred dollars was paid of the purchase said defendant had the option of taking a conveyance by securing the deferred payments by mortgage, to all of which said defendant then and there agreed that said defendant immediately took possession of said Real Estate and has ever since remained in possession that said plaintiff has at all times been prepared and willing to perform his part of said contract that said defendant has not paid for said property as agreed upon although often requested so to do that the following payments have been made, March 10, 1891, Fifteen (\$15.00) dollars, June 17/91 Five (\$5.00) dollars, March 5/92 Ten Dollars (\$10.00) Dec 5/92 One Hundred dollars (\$100.00) and April 12, 1894, by settlement of acct for work Ninety four and 40/100 dollars (\$94.40) and there is now due plaintiff from said defendant of the purchase money aforesaid on said contract the sum of Five Hundred and Five dollars.

The land is described as follows, being situated in the Village of Marysville, Union County, Ohio, on the North side of East Fourth Street and being fifty feet front on said street and lying between the properties of B. Stephens on the West and of A. B. Robinson on the East side thereof and being the same property described as follows:

Beginning at a stake where the North line of 4th Street of said Village crosses the West line of Mary Peacock's lot 38 - thence in a Northwesterly direction with the West line of said Peacock's lot to the Toledo and Ohio Central Rail Road - thence Northwesterly 50 feet to B. Stevens lot - thence Southwesterly parallel with the East line and with the B. Stevens East line to 4th Street, thence easterly to the beginning; that said Real Estate was never conveyed to defendant but the title thereto is in plaintiff and the said sum of Five Hundred and Five dollars is purchase money for said Real Estate long since due.

Second Cause of Action.

That on the 10th of March, 1891, said plaintiff sold defendant the land above described being 50 feet front on Fourth Street of Marysville, Union County, Ohio, extending back same width to the Toledo and Ohio Central Rail Road and being located on the North side of said street and lying between the lots of B. Stephens and of another lot of said plaintiff A. B. Robinson forming a part of Mary Peacock's lot 38 and as a part consideration for said lot said defendant agreed to pay the taxes

Sherriff's Return

Sherriff's Service & Mileage Copy

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on said lot from the date of said sale - that defendant failed to pay said taxes and the said Real Estate became forfeited to the State for taxes and to prevent its going to sale plaintiff paid the sum of Ninety five and ³/₁₀₀ Dollars April 10/96, which sum of money was the amount of taxes and penalty then due on said Real Estate and which plaintiff paid for defendant and which he has never paid plaintiff, and there is now due plaintiff tax on from defendant and which is a lien upon said Real Estate \$ 37.³³

Therefore plaintiff asks for judgment against said defendant on his first cause of action for the sum of Five Hundred and Five Dollars \$ 505.00 and on his second cause of action for the sum of Seven and ³³/₁₀₀ Dollars, and for an order of sale of said Real Estate and for such other and further relief as is right and proper.

Robinson & Woodburn
Atty. for Plaintiff

The State of Ohio, Union County, ss.

A.B. Robinson being first duly sworn says the statements of the foregoing petition are true as he believes.

A.B. Robinson.

Sworn to before me and subscribed in my presence this 25th day of March, 1897.

(seal)

Jos. A. Gosnell Deputy Clerk

Clerk-

Issue Summons and endorse, amt. claimed \$ 542.³³ and sale of property asked for.

Robinson & Woodburn.

On the 25th day of March A.D. 1897, the following summons was issued by the Clerk of this County to-wit:

The State of Ohio, Union County,

To the Sheriff of said County:

You are hereby commanded to notify J. Taylor Alexander that he has been sued by A.B. Robinson in the Court of Common Pleas of Union County, and must answer by the 24th day of April, A.D. 1897, or the 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 April A.D. 1897.

Witness my hand and the seal of said Court, this 25th day of March A.D. 1897.

(seal)

J. N. Gosnell Clerk
By Jos. A. Gosnell Deputy

Sherriff's Fee	50
Service & Return	50
Mileage	16
Copy	15
Total	81

Sherriff's Return

The State of Ohio, Union County,
Received this 25th March 1897, at 10 o'clock A.M. and gave same by delivering a true and certified copy of this writ with the within endorsements thereon to J. Taylor Alexander by leaving a copy at his usual place of residence on March 31st 1897.

J. Ed. Robinson
Sheriff.

Entry
7337

On the 11th day of May A.D. 1897, the following entry was filed with the Clerk of this Court to-wit:

A.B. Robinson

Court of Common Pleas
Union County, Ohio.

vs
Z. Taylor Alexander

This day this cause came on to be heard and defendant came not but made default therein, and thereupon this cause came on to be heard by the Court and was submitted to the Court upon the pleadings and evidence, and the Court being fully advised in the premises finds for the plaintiff, and that the averments of plaintiff's petition are true, and that there is due said plaintiff from the defendant by reason of the premises the sum of Five Hundred and Forty three Dollars, which sum of money is a first lien upon the Real Estate described in plaintiff's petition, and that said plaintiff should have an order of sale of said premises to pay his said lien.

It is therefore considered, ordered, adjudged and decreed by the Court that if said defendant fail for the period of ten days to pay said sum of Five Hundred and Forty three Dollars, and interest from April 19/97, that an order of sale issue in this case, directing the Sheriff of said County of Union, who is appointed a special Master Commissioner for that purpose commanding him to sell said Real Estate according to law as upon execution and to report his proceedings herein at the next term of this Court to which time this cause is continued.

Robinson & Woodburn,

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit; on the 4th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore, to-wit, on the 11th day of April A. D. 1898, Lydia A. Alexander filed in the Clerk's Office of the said Court of Common Pleas, the following petition against N. W. Loring, to-wit:
Petition Lydia A. Alexander
7535
vs
N. W. Loring
Court of Common Pleas
Union County, Ohio

Plaintiff says that on the 19th day of July, 1856, she was married to the defendant N. W. Loring at Springfield, Ohio,

That at the time of said marriage said N. W. Loring had a wife living from whom he was not divorced; that immediately after said marriage she learned the facts that he was a married man at the date of her marriage to him, and immediately separated from said defendant and has lived separate and apart from him ever since.

That subsequent said marriage on the 4th day of July, 1860, she was lawfully married to James S. Alexander, who is now deceased, that said last married marriage was had without first cancelling said first marriage by Court of competent jurisdiction.

She further says that she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union Co.

She therefore prays that a decree of this Court be entered upon the records thereof cancelling and setting aside said first aforesaid marriage to said N. W. Loring, and for all proper relief in the premises.

J. M. Kennedy
Atty. for Plaintiff

The State of Ohio, Union County ss.

Lydia A. Alexander being first duly sworn deposes and says that the facts and allegations of the foregoing petition are, as she believes true.

Lydia Alexander.

Sworn to and subscribed by the said Lydia A. Alexander before me this 9th day of April, 1898.
Lawrence W. Crang, J. C.

On the 11th day of April A. D. 1898, the following Affidavit was filed with the Clerk of this Court, to-wit:

Affidavit Lydia A. Alexander
7535
vs
N. W. Loring
Court of Common Pleas
Union County, Ohio

Lydia A. Alexander being first duly sworn says the residence of the defendant N. W. Loring is to her unknown, that she cannot with reasonable diligence learn of his residence and that service of summons cannot be had upon him in the State of Ohio, and that this is one of the cases provided for by the Statute of Ohio for publication of notice.

Lydia A. Alexander.

Sworn to and subscribed by the said Lydia A. Alexander before me this the 9th day of April, 1898.

Lawrence M. Gray, J. P.

On the 5th day of July A. D. 1898, the following Legal Notice was filed with the Clerk of this Court, to-wit:

Legal Notice

N. W. Loring whose place of residence is unknown to the plaintiff, will take notice that Lydia A. Alexander filed her petition in the Court of Common Pleas of Union County, on the 9th day of April, 1898, alleging that on the 19th day of July, 1856, she was married to the defendant, said N. W. Loring, and that at that time said N. W. Loring had a wife living from whom he was not divorced. The prayer of said petition is that said marriage contract be cancelled and that she be restored to all her rights in the premises.

Said cause will be for hearing six weeks from the first publication hereof.

J. M. Kennedy
Atty. for Plaintiff.

April 13, 1898.

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 April 13, 1898.

W. D. Shearer.

Sworn to and subscribed before me, this 5th day of July A. D. 1898.

Printer's Fees \$

(200)

Received for,

Shearer & Shearer.

On the 5th day of July A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7535

Lydia A. Alexander

vs
Court of Common Pleas
Union County, Ohio.

N. W. Loring

This day this cause came on for hearing on the petition of the plaintiff, the defendant being in default for answer or demurrer and the Court after hearing the testimony of the plaintiff and her witnesses do find for the plaintiff as follows:

That the plaintiff at the filing of this petition was a resident of the State of Ohio for more than a year next preceding that time, and was then a bona fide resident of Union County; further finding that the defendant had due notice of the filing and pendency of this cause by publication in "The Mansfield Tribune," a paper of general circulation in said County.

The Court further finds that at the time of said marriage of said plaintiff to the defendant N. W. Loring, said defendant had a wife living from whom he was not divorced, thereby rendering said marriage of the plaintiff to the defendant void.

It is therefore considered by the Court and decreed that the marriage contract between said Lydia A. Alexander and N. W. Loring be and the same hereby is declared ab initio, null and void and of no force and effect in law.

Attest, J. N. Hosmer Clerk.

By J. W. A. Hosmer Deputy.

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Petition
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Pleas continued and held at the Court House in Marysville,
within and for the County of Union, in the Tenth Judicial District of the Court
of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of the
said Court, of the Term of April, to-wit: on the 4th day of April in the year of
our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that on the 5th day of July A.D. 1898, A. V. Spicer
filed in the Clerk's Office of the said Court of Common Pleas, the following petition
against J. G. Miller, to-wit:

Petition
7556

A. V. Spicer
vs
J. G. Miller

Court of Common Pleas
Union County, Ohio

Now comes the plaintiff, and says: the defendant, on the 27th day of May
A. D. 1898, executed and delivered to A. V. Spicer his 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 a part of this petition.

Said note is unpaid, except as shown by said indorsements, and there
is now due the plaintiff on said note the sum of One Hundred Dollars, with interest at the
rate of 8 per cent. per annum from the 27th day of May A. D. 1898.

Therefore plaintiff prays judgment against said defendant for the
sum of One Hundred Dollars, with interest thereon from the 27th day of May A. D. 1898, at
the rate of 8 per cent. per annum till paid, and for costs of suit.

A. V. Spicer
Attorney for Plaintiff.

"Exhibit A."

\$100 =

One day after date, for value received, we or either of us promise to pay to A. V. Spicer
or order, One Hundred Dollars, with interest from date till paid, at 8 per cent. per annum,
payable annually.

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, indorser or assignee hereof, and release all errors which may occur in the
legal proceedings herein authorized, and I also release all right of appeal, the day 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.

J. G. Miller (seal)

York Ohio, this 27th day of May, A. D. 1898.

\$100 =

The State of Ohio, Union County, ss.

A. V. Spicer being sworn, says that he is the attorney of
said plaintiff, that this action is brought upon an instrument in writing for the uncondi-
tional 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.

A. V. Spicer.

Sworn to by said A. V. Spicer before me, and by him signed in
my presence, this 27th day of June, A. D. 1898.

P. C. Barnes
Notary Public

(seal)

Answer
7556
H. V. Spicer
vs
J. F. Miller

Court of Common Pleas
Union County, Ohio

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 one Dollar, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

J. F. Miller
Attorney for Defendant.

Petition
7529

Entry
7556
H. V. Spicer
vs
J. F. Miller

Court of Common Pleas
Union County, Ohio

This day came the plaintiff by his attorney; also appeared in open Court, for and on behalf of said defendant, J. F. Miller, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in this 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 One Dollar, 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 One Hundred and one Dollar, being the amount of said note with interest computed at 8 per cent per annum, from the 12th day of July A. D. 1898; and also costs herein expended, taxed at \$5⁰⁰.

Attest J. N. Gosnell Clerk. By Jno A. Gosnell Deputy Clerk.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April, in the year of our Lord One thousand Eight Hundred and Ninety Eight.

Be it remembered that herebefore to-wit, on the 30th day of March, A.D. 1898, The Michigan Mutual Life Insurance Company, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Dudley W. Felkner, to-wit: The Michigan Mutual Life Insurance Company, a corporation duly organized and existing under the laws of the State of Michigan. - Off.

Court of Common Pleas
Union County, Ohio

Petition
7529

Dudley W. Felkner, Emma Felkner,
his wife, William A. Felkner and
Ella Felkner, his wife, Defs.

Plaintiff represents that it is a corporation duly organized and existing under the laws of the state of Michigan, having its Home Office and principal place of business in the City of Detroit, in said state.

That on or about the 10th day of July, 1888, defendant Jacob L. Felkner (widower) for the purpose of securing payment of a note for \$2700.00, described in the condition hereinafter set out, executed and delivered to plaintiff his certain mortgage deed of that date, thereby conveying to it, its successors and assigns, the following described real estate, to-wit:

All those certain pieces or parcels of land, situate in the Township of Mill Creek, County of Union and state of Ohio, known and described as follows, to-wit:

Situate in Survey No. 2998, Virginia Military District: Beginning at two beeches and a sugar tree in the west line of the original survey, corner to lot No. 12 sold to Hutchinson, thence with the line of said lot No. 12 and of No. 11 N. 75 deg. 41 min. E. one hundred and eighty (180) poles to the line of Strong's lot; thence with said Strong's line S. 10 deg. 15 min. E. one hundred and seven (107) poles to a stake in said line, corner to the lot sold Hays; thence with Hays line and the line of lot No. 6 S. 19 deg. 45 min. N. one hundred and eighty (180) poles to a sugar and white ash in the west line of original survey; thence with said line 10 deg. 15 min. N. one hundred and seven (107) poles to the beginning, containing one hundred and twenty (120) acres, more or less.

That said mortgage deed had a condition therein written, providing as follows, to-wit:

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 Twenty Seven Hundred Dollars, at the expiration of five (5) 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 overdue 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 said party of the first part to the said party of the second part, to which these presents are collateral, and shall also pay, or cause to be paid, all taxes or assessments, of whatever nature, which may be levied on said premises above described, as soon and as often as the same may become due and payable, so long as this mortgage remains unpaid (and in case the said party of the first part shall fail to pay taxes and assessments as aforesaid, the said party of the second part may pay taxes, and all money paid for

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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 hereinafter 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 defendant, Jacob L. Fellner; and the party referred to therein as "party of the second part" is this plaintiff, The Michigan Mutual Life Insurance Company.

That said mortgage was on the 16th day of July, 1888, duly filed for record in the office of the County Recorder for said Union County, and was afterward duly recorded by him in Libr. 27, page 139 et seq. of the Mortgage Records in said office, and plaintiff avers that, excepting taxes unpaid, said mortgage and the unpaid indebtedness secured thereby is the first and best lien on the real estate hereinbefore described. That the principal note in the above condition is for \$2700.00, bearing date of July 10th, 1888, due five years after date, made payable to the order of The Michigan Mutual Life Insurance Company, with interest after maturity at the rate of 10% per annum, payable semi-annually; that said principal note for \$2700.00 is and remains wholly unpaid although the same is long past due and payable, whereby the conditions contained in said mortgage deed have been broken and said mortgage has become absolute. That there is due plaintiff from defendant, on said note, and said mortgage securing the same, the sum of \$2794.50, with interest thereon from the 10th day of July, 1897, at the rate of 8% per annum, payable semi-annually.

Defendants, Emma Fellner, William A. Fellner and Ella Fellner, each has or claims to have some lien upon or interest in said real estate but plaintiff avers that such liens or interests, if any are inferior and subordinate to its mortgage thereon and plaintiff prays that each of said parties above named may be served with summons herein and be compelled to set up their respective liens or interests, if any, or be forever barred and cut off from asserting the same.

Plaintiff says that on or about the 9th day of August, 1895, said Jacob L. Fellner by deed duly executed, sold and conveyed to said defendant, Dudley W. Fellner, the real estate hereinbefore described, including all the right, title and interest of said Jacob L. Fellner therein.

Said defendant, Emma Fellner is the wife of said Dudley W. Fellner and as such claims equitable dower in said real estate, but such claim is inferior and subordinate to plaintiff's said mortgage.

Said defendant, William A. Fellner and Ella Fellner are in possession of said premises as tenants, but plaintiff says that their interest in said real estate is subordinate to its said mortgage.

Wherefore plaintiff prays that this Court may take into account its said note and said mortgage securing the same and find the amount due thereon, and that defendants, within a short time to be fixed by the Court, be ordered to pay plaintiff said sum, together with the costs of this action, and in default thereof that the equity of redemption of said defendant in said premises be foreclosed and said premises ordered appraised, advertised and sold as upon execution at law, and that an order of sale issue to the Sheriff of Union County for that purpose, and for such other and further relief as may be just and proper.

John J. Croobie
Attorney for Plaintiff.

State of Ohio, Franklin County, ss.

John J. Croobie, being first duly sworn on oath, says that he is the attorney of plaintiff, The Michigan Mutual Life Insurance Company,

Summons.

Sheriff's
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Answer
7529

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that said plaintiff is a foreign corporation, and that the facts stated and allegations contained in the foregoing petition are, as he believes, true.

Subscribed in my presence this 30th day of March, 1898.
John J. Groatie
Notary Public, Franklin County, Ohio.

To the Clerk: (seal)
Please issue summons in the above entitled action for said defendants, made returnable according to law. Indorse summons: "Action to foreclose mortgage."
John J. Groatie
Attorney for Plaintiff.

Summons.

On the 30th day of March A.D. 1898, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Minn. County.
To the Sheriff of Minn. County:
You are hereby commanded to notify Dudley W. Fellner, Emma Fellner, William Fellner and Ella Fellner that they have been sued by The Michigan Mutual Life Insurance Company, in the Court of Common Pleas of Minn. County, and must answer by the 30th day of April 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 11th day of April, A.D. 1898.
Witness my hand and the seal of said Court this 30th day of March, A.D. 1898.
J. N. Gosnell, Clerk

Afterward on the 31st day of March A.D. 1898, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows, to-wit:

Sherriff's Return

Sherriff's Fees	\$	05
Serv. & Ret.		95
Mileage	2	40
Copies		60
Total	3	95

The State of Ohio, Minn. County.
Received this writ March 30th A.D. 1898, at 4 o'clock P.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to Emma Fellner and Ella Fellner personally, to Dudley W. Fellner and William Fellner by leaving copies at their usual place of residence on March 31st, 1898.
J. C. Robinson, Sheriff.

Answer 75-29

On the 9th day of April A.D. 1898, the following answer was filed with the Clerk of this Court, to-wit:

The Michigan Mutual Life Insurance Company
Jacob L. Fellner, Dudley W. Fellner, Emma Fellner, William Fellner & Ella Fellner

Court of Common Pleas
Minn. County, Ohio.

The defendant, William A. Fellner, comes and for answer to plaintiff's petition says, that on the 30th day of December A.D. 1877, he leased the premises described in plaintiff's petition from the defendant Dudley W. Fellner the owner of the said premises, said lease was made in writing and gave the defendant William A. Fellner, the full control of the one hundred and twenty acres described

in plaintiff's petition for the term of one year, commencing on the first day of April, A.D. 1898, and ending on the first day of April A.D. 1899.

The said William A. Felkner, was to give for the use of said premises a share of the crops raised on the premises.

Therefore the defendant, William A. Felkner prays that the Court take notice of his claim herein set forth, and that he be allowed the peaceable possession of said premises under said lease for the term of one year from the first day of April, A.D. 1898, and for such other relief as equity may require.

F. A. Thompson
Atty. for Deft.

On the 18th day of May A.D. 1898, the following entry was filed with the Clerk of this said Court to-wit:

Entry 7529
The Michigan Mutual Life Insurance Company, a corporation, vs. Dudley W. Felkner et al
Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard upon the petition of plaintiff, the defendants, Dudley W. Felkner, Emma Felkner, his wife, William A. Felkner and Ella Felkner, his wife, and each of them, having been duly and legally served with summons herein, and each having due and legal notice of the pendency of this suit, and each and all of the defendants (except William A. Felkner), being in default for answer, demurrer or other pleading to the petition, and was submitted to the Court, on consideration whereof the Court do find that the allegations in the petition contained are by each of the defendants, including said William A. Felkner, confessed to be true, and that there is due the said plaintiff on the note and mortgage set up in the petition with interest at the rate of 8% per annum, payable semi-annually, to this 18th day of May, 1898, the sum of \$2988.93.

The Court further find that in order to secure payment of said note set up in the petition, said Jacob L. Felkner (widower) executed and delivered to the plaintiff the mortgage deed in the petition described, and on the premises therein described; that said mortgage was duly recorded in M. R. 37, page 139 et seq. in the office of the County Recorder in and for said Union County, Ohio, and is a valid, subsisting and, excepting taxes, the first and best lien on said premises described in the petition.

The Court further find that the condition of defeasance in said mortgage has been broken and that plaintiff is hereby entitled to have said mortgage foreclosed and said premises sold to pay the unpaid indebtedness secured by said mortgage.

The Court finds that said Jacob L. Felkner, after the execution and delivery of said mortgage, conveyed said premises, and all his right, title and interest therein to Dudley W. Felkner as is averred in the petition.

It is therefore considered, adjudged and decreed that unless said defendants named in said petition, or either of them, shall within three (3) days from the filing 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 of \$2988.93, with interest from the 18th day of May, 1898, according to the terms of said mortgage deed, that the equity of redemption of each and all of the defendants in said premises shall be foreclosed and said premises shall be sold, and that 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 Court for further order. On motion, and for good cause shown, publication in a German newspaper is hereby dispensed with.

Receipt
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And it is further ordered that as to the claim set up in the answer of William A. Fulkner herein, that the same be reserved for consideration and determination by the Court upon distribution of proceeds of said sale to be made as hereinbefore ordered.

J. A. Thompson
Atty. for William A. Fulkner.

On the 21st day of May A.D. 1898, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt
7529
The Michigan Mutual Life Insurance Company
Dudley W. Fulkner et al
County of Common Pleas
Knox County, Ohio
To the Clerk:

Please issue order of sale in the above entitled action, made returnable according to law.

Jno J. Erstie
Attorney for Plaintiff

On the 21st day of May A.D. 1898, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Order
of
Sale.

The State of Ohio, Knox County ss.
To the Sheriff of said County - Executing:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Knox, on the 18th day of May, 1898, The Michigan Mutual Life Insurance Company obtained a judgment and Decree against Dudley W. Fulkner et al for the sum of \$2988.93 and \$19.45 costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Dudley W. Fulkner et al, within three days from the 18th day of May A.D. 1898, pay unto the said The Michigan Mutual Life Insurance Company the said sum of \$2988.93, with interest from the 18th day of May, 1898 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 \$2988.93 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 Mill Creek Township, Knox County, Ohio, to-wit:

Situate in Survey No. 2998, Virginia Military District: Beginning at two beeches and a sugar tree in the west line of the original survey, corner to lot No. 12 sold to Hutchins; thence with the line of said lot No. 12 and of No. 11, N. 75 deg. 41 min. E. 108 poles to the line of Strong's lot; thence with said Strong's line S. 10 deg. 15 min. E. 107 poles to a stake in said line, corner to the lot sold Hays; thence with Hays' line and the line of lot No. 6, S. 19 deg. 45 min. W. 180 poles to a sugar and white ash in the west line of original survey; thence with said line N. 10 deg. 15 min. W. 107 poles to the beginning, containing 120 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 appear to

Sale the above described Real Estate, under the Statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this
 21st day of May, A. D. 1898.
 (seal)

J. N. Gosnell Clerk

Afterward on the 25th day of June A. D. 1898, the Sheriff of said County, returned said writ to the Clerk's office in said County, which return is as follows, to-wit:

Sheriff's Return

Sheriff's Fee	\$	00
Service		25
Levy		25
Sym. Appraisers	1	00
Minor		25
Writing Appraisal		25
Copy of "		25
Notice to Printer		25
Writing Notice		25
Mileage	1	60
Conveyance	2	40
Return		25
Total	25	00
Appraisers Fee	3	00

The State of Ohio, County of ss.

In obedience to the command of the Order of Sale hereto annexed, I did on the 24th day of May, 1898, summon Thos. N. Elson, J. B. Hutchinson and J. B. Galloway, 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 afterwards, on the 24th day of May, A. D. 1898, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Three Thousand 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 May, 1898, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in said County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 25th day of June, A. D. 1898, 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 25th day of June, A. D. 1898, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there came The Michigan Mutual Life Insurance Company, who bid for the same the sum of Twenty Hundred and Forty Dollars, and said sum being more than two-thirds of the appraised value thereof, and said The Michigan Mutual Life Insurance Co. being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to it for the sum of Twenty Hundred and Forty Dollars.

J. Ed Robinson, Sheriff.

On the 18th day of June A. D. 1898, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Proof of Publication

The Michigan Mutual Life Insurance Co.

Court of Common Pleas
 Knox County, Ohio

75-29

Dudley N. Fellner et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Knox County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, June 25, 1898, at or about the hour of one o'clock P. M. of said day the following real estate, to-wit:

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Entry
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Situated in the Township of Mill Creek, County of Union and State of Ohio, and bounded and described as follows; Situate in Survey No. 2998, Virginia Military District; Beginning at two beeches and a sugar tree in the west line of the original Survey corner to lot No. 12 sold to Hutchinson; thence with the line of said lot No. 12 and of No. 11, N. 75° 41' E. 180 poles to the line of Strong's lot; thence with said Strong's line S. 10° 15' E. 107 poles to a stake in said line, corner to the lot sold Hays; thence with Hays' line and the line of lot No. 6, S. 19° 45' W. 180 poles to a sugar and white ash in the west line of original survey; thence with said line N. 10° 15' W. 107 poles to the beginning, containing 120 acres more or less.

Appraised at \$25 per acre.
Sum of sale each.

J. Ed Robinson, Sheriff
Union County, Ohio.

May 25, 1898,
The State of Ohio, Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with May 25, 1898.

G. E. Smalley

Sworn to and subscribed before me, this 18th day of June, 1898.

J. R. Grosell Clerk

(seal)
Printer's Fees, \$14.50.

On the 5th day of July A. D. 1898, the following Entry was filed with the Clerk of this Court, to wit

Entry 75-29
The Michigan Mutual Life Insurance Company
vs
Dudley W. Felkner et al
County of Common Pleas
Union County, Ohio.

This day this cause came on further to be heard and thereupon upon motion of plaintiff and upon its producing the report and return of the Sheriff of the proceedings had and the sale made by him under the former order and decree of the Court herein, and the Court upon careful examination of the proceedings of said sale of and by said Sheriff had and made, being fully satisfied, and it appearing that the same has been had and made, in all respects in conformity to law and the former orders and decrees of the Court; and the Court being satisfied of the legality of said sale, it is ordered by the Court here, adjudged and decreed that the said proceedings and sale be, and the same are hereby in all things, approved, satisfied and confirmed.

And it is further ordered and decreed by the Court that said Sheriff convey to the purchaser at such sale The Michigan Mutual Life Insurance Company, by a good and sufficient deed in fee simple, according to law, the lands and tenements so sold to it and said purchaser is hereby subrogated to each and all the rights of each and all the lienholders, plaintiffs and defendants herein, in and to said premises, in so far as they may be paid herein for the protection of its title, and a writ of possession is ordered to be issued by the Court in this action, directed to the Sheriff of this County, who is hereby commanded and awarded to put said purchaser into the full, peaceable and quiet possession of said premises and each and every part and parcel thereof.

And the Court coming now to distribute the proceeds of said sale, amounting

to \$2040.00, finds, adjudges and decrees that the liens upon said premises, and now upon said fund, amount at this time to the sums hereinafter set forth respectively, and stand in the order of priority as hereinafter set forth and should be paid accordingly, and said Sheriff is therefore ordered and directed out of said fund in his hands to pay=

First= The costs herein, taxed at \$67.45.

Second= The taxes and penalty on said premises due and unpaid, amounting to \$100.49.

Third= The plaintiff, The Michigan Mutual Life Insurance Company, the balance of the proceeds in his hands, to-wit, the sum of \$1872.06, to be applied on its mortgage claim herein, now in decree.

And the Court further finds that there is still due said The Michigan Mutual Life Insurance Company on its claim the sum of \$1144.24, for which execution is hereby awarded.

It is further ordered that of the growing crops on said premises, two thirds thereof in stock shall go to William A. Fellner, the other third in stock to go to plaintiff as purchaser herein, same order as to growing oats and hay made, harvest, 1898, to be equally divided between William A. Fellner and said purchaser, in barn or stack.

F. A. Thompson
Atty. for William A. Fellner.

Attest
J. M. Gosnell Clerk
By J. A. Gosnell Deputy.



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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit; on the 4th day of April A.D. 1895,

Be it remembered that heretofore to-wit, on the 13th day of February A.D. 1895, Ora Cadwallador et al, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Martha Tonguet et al, to-wit;

Ora Cadwallador, John Porty and Frederic Manigold, partners doing business in this State under the name of Curdick Plaining Mill & Lumber Company

Court of Common Pleas Union County, Ohio.

Petition 7507

Martha Tonguet, W. C. Hill, Eliza Mongold, Gertrude Keyes, Fred Tonguet & Larkin B. Tracy,

Plaintiffs have complied with the Statute under section 3170-1-7, an act to prohibit the use of fictitious names in partnership.

Plaintiff, say: that on the 29th day of March A.D. 1893, Larkin Tonguet (now deceased), did, together with his wife, the defendant Martha Tonguet, who released her dower therein, duly executed and delivered to the defendant Eliza Mongold, their certain mortgage deed, and thereby duly conveyed to said Eliza Mongold, her heirs and assigns forever the following described real estate, together with the appurtenances therunto belonging, to-wit:

Situate in the Village of Richmond, in the County of Union and State of Ohio, and bounded and described as follows, to-wit: Being English Number One Hundred and Seventy Three (173) in said Village, to have and to hold the same to the said Eliza Mongold, her heirs and assigns, and to her and their own use and behoof forever.

That said conveyance contained a condition, that if said Larkin Tonguet (now deceased) should pay or cause to be paid to the order of said Eliza Mongold, his Seventeen (17) certain promissory notes of even date therewith, each for the sum of Twenty five (\$25.00) Dollars, and falling due in three, six, nine, twelve, fifteen, eighteen, twenty-one, twenty-four, twenty-seven, thirty, thirty-three, thirty-six, thirty-nine, forty-two, forty-five, forty-eight and fifty-one months respectively from the date thereof, with interest at six per cent per annum from date, then said conveyance should be void, otherwise to be and remain in full force and effect.

That on the 29th day of March, A.D. 1893, at Nine O'clock and fifty 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 Thirty-two (32), page Sixty-five (65) of records of Mortgage Deeds, on the first day of April, A.D. 1893.

That said defendant Eliza Mongold, for value received duly assigned and transferred to plaintiffs the said fourteen (14) notes last maturing together with said mortgage deed, in so far as it receives the payment of said fourteen (14) notes, and that plaintiffs are now the owners and holders thereof.

That said Larkin Tonguet died subsequent to the execution and delivery of said promissory notes, and said mortgage deed, and before the commencement of this action, and left as his heirs at law, the said defendants, Gertrude Keyes, Fred Tonguet and Tracy.

Plaintiff says that the condition of said mortgage deed has been broken, and the same has become absolute by the non-payment of said fourteen (14)

promissory notes last maturing and the interest accruing thereon when the same became due and payable according to the tenor thereof.

The plaintiffs have, by said mortgage deed a good and valid claim upon the premises therein described from said time of filing the same, which is the first and best lien thereon.

That said fourteen (14) notes last maturing have all matured, and are wholly unpaid, and there is due plaintiffs on them the sum of Four Hundred and thirty Four Dollars (\$434.00) with six per cent interest per annum on Three Hundred and Fifty Dollars (\$350.00) from the 22nd day of March A.D. 1897, until paid.

That said three promissory notes first maturing, as plaintiffs are informed, have been paid.

The defendants, W. C. Hill, Eliza Mangold, Luluide Keyes, Fred Tongue and Tracy have, or claim to, have some lien upon, or interest in said premises, but plaintiffs aver that the same is subject and inferior to plaintiffs lien, and plaintiffs ask that they be compelled to set the same up, or be forever cut off and barred from asserting the same.

Wherefore plaintiffs prays that in default of payment of the amount now due and payable to them by a day to be named said mortgage may be foreclosed, that the said premises may be appraised, advertised and ordered to be sold according to law, free and clear of all claims of defendants, and each of them, 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 plaintiffs lien, and that they may have such other and further relief as in equity they may be entitled to, the State of Ohio, Seneca County, ss.

John Ortiz, one of the plaintiffs, being duly sworn, says that the facts stated in the foregoing pleading are, as he believes, true.

Sworn to before me and signed in my presence this 27th day of November, A. D. 1897.

Jacob M. Schatzel
Notary Public

Warror.

We the undersigned parties defendant to the petition in said cause, hereby waive the issuing and service of Summons, and voluntarily enter our appearance as such defendants.

Eliza Mangold.

Receipt

To the Clerk:
Issue Summons for the defendants, W. C. Hill, and Mrs Lullie C. Tracy directed to the Sheriff of Union County Ohio for the defendant Luluide Keyes, directed to the Sheriff of Cuyahoga County, Ohio; and for the defendant Martha Tongue directed to the Sheriff of Hancock County Ohio; each returnable according to law.
Indorse "Equity relief";

John Bender
Attorney for Plaintiffs.

Summons

On the 12th day of February A. D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,
To the Sheriff of Union County:

You are hereby commanded to notify W. C. Hill & Lullie C. Tracy

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that they have been sued by Ira Caldwell et al. in the Court of Common Pleas of Union County, Ohio, and must answer by the 12th day of March, A.D. 1898, or the petition of the said plaintiffs will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21st day of February A.D. 1898.

Witness my hand and the seal of said Court, this 12th day of February A.D. 1898.

(seal)

J. N. Gosnell Clerk

Afterward on the 19th day of February A.D. 1898 the Sheriff of said County returned said summons to the Clerk's office in said County which return is as follows, to-wit:

Sherriff's Return

Sherriff's Fees	\$	do
Serv. & Ret.		65
Mileage	2	56
Copies		30
Total	3	51

The State of Ohio, Union County,

Received this writ February 12th A.D. 1898, at 10 o'clock A.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to W. C. Hill and Lillian C. Tracy personally on February 17th, 1898.

J. Ed Robinson Sheriff
By Allen Harris Deputy.

Summons

On the 12th day of February A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,

To the Sheriff of Cuyahoga County:

You are hereby commanded to notify Gertrude Keyes, that she has been sued by Ira Caldwell et al. in the Court of Common Pleas of Union County, and must answer by the 12th day of March 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 21st day of February A.D. 1898.

Witness my hand and the seal of said Court, this 12th day of February A.D. 1898.

(seal)

J. N. Gosnell Clerk

Afterward on the 16th day of February A.D. 1898, the following return was made by the Sheriff of said County:

Sherriff's Return

Sherriff's Fees	do
Serviced Return	30
Rec. Doc. Post.	26
Mileage	40
Copy	24
Total	\$ 1 20

The State of Ohio, Cuyahoga County,

Received this writ February 14th A.D. 1898, at 8³⁰ o'clock A.M. and served same by delivering a true and certified copy thereof to the within named Gertrude Keyes.

Thos J. McComb Sheriff
By Ira J. J. Deputy.

Summons

On the 12th day of February A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,

To the Sheriff of Hancock County,

You are hereby commanded to notify Martha Tongue that she has been sued by Ira Caldwell et al. in the Court of Common Pleas of Union County, and must answer by the 12th day of March, A.D. 1898, or the petition of the said plaintiffs will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 21st day

of February a. d. 1898.

Witness my hand and the seal of said Court, this 12th day of February a. d. 1898.

J. N. Gosnell Clerk

Afterward on the 15th day of February a. d. 1898, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows, to-wit:

Sheriff's Return

Sheriff's Fee	50
Service and Return	50
Additional Dfts.	25
Mileage	56
Cop. Deed	50
Total	\$1 81

The State of Ohio Hancock County.

Received this writ Feby. 13th

A. D. 1898, at 9³⁰ O'Clock A. M. and served same by on the 14th day of February, 1898, by delivering to the writum named Martha Tongue personally a true and certified copy of this writ with all the undermentioned return.

E. E. Ewing, Sheriff
By J. A. Katten Deputy

On the 12th day of February a. d. 1898, the following Affidavit was filed with the Clerk of this Court, to-wit:

Affidavit 7507

Eva Badwallador et al
Martha Tongue et al

Court of Common Pleas
Union County, Ohio.

John Bender, Attorney for plaintiff, being first duly sworn, says that service of summons can not be made in this state on the defendant Fred Tongue, and that the cause is one of those mentioned in section five thousand and forty eight (5048) of the revised Statute of Ohio.

Sworn to before me and signed in my presence this 10th day of February a. d. 1898.

John Bender
Charles Hanna
Notary Public

On the 4th day of April a. d. 1898, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Legal Notice

Fred Tongue, residing at Turtle Creek, in the State of Pennsylvania, will take notice that on the 12th day of February, a. d. 1898, Eva Badwallador and others filed their petition in the Common Pleas Court of Union County, Ohio, in case number 7507, against the above named party and others, praying for the foreclosure of a mortgage made by Barkin Tongue and Martha Tongue to Eliza Mongold on lot number 173, situated in the Village of Richwood, Union County, Ohio, given to secure a debt on which a balance of \$434 is due, with six per cent interest per annum from the 22nd day of March, a. d. 1897, until paid, on the sum of \$350.

Said party is required to answer on or before the 25th day of March, a. d. 1898, or judgment may be taken against them.

Feb. 16, 1898.

Eva Badwallador
John Pooty and
Friedrick Plancke

By John Bender, their Attorney.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for six consecutive weeks in 'The Mansfield Tribune', a newspaper of general circulation in the County of Union, the first

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publication beginning with February, 16, 1898.

Signed and subscribed before me, this 4th day of April A. D. 1898.

H. O. Shearer

J. N. Gosnell Clerk

Printed Fee, \$10.00

On the 2nd day of May A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:
Eva Badwallator, John Pringle, Fredric Maycock, partners doing business in this State, under the name of Euroka Lumber Mill and Lumber Company.

Court of Common Pleas
Union County, Ohio.

Entry
7507

Gertrude Keyes, Ford Tonguit, Ludlow C. Tracy, Martha Tonguit, W. C. Hill and Eliza Mangold

This day this cause came on for hearing on the petition of said plaintiffs and the evidence, for an order to sell the real estate therein described, and was submitted to the Court.

On consideration thereof, and the Court being fully advised in the premises, do find that in the said defendants, Gertrude Keyes, Ludlow C. Tracy, W. C. Hill and Martha Tonguit have been duly and legally served with summonses, that the defendant Ford Tonguit has been legally served by publication, and that the defendant Eliza Mangold entered her appearance herein, and waived the issuing and service of summonses, and that all of said defendants are before the Court, and that all of said defendants are in default for answer and demurrer to the petition of said plaintiffs, and the Court find that the allegations of the petition are confessed by said defendants and each of them to be true and that there is due to said plaintiffs from said Larkin Tonguit on the promissory note as in the petition set forth, with interest to the first day of this term the sum of Four Hundred Fifty Five and 7/100 Dollars (\$455.72).

The Court further find that in order to secure the payment of said debt, and the interest accruing thereon, the said Larkin Tonguit, then in full life, together with the defendant Martha Tonguit his wife, executed and delivered to said defendant Eliza Mangold, their certain mortgage deed as in the petition described, and on the premises therein described, to-wit:

Situate in the Village of Richwood, in the County of Union, and State of Ohio, and bounded and described as follows; being In-Lot Number One Hundred and Seventy Three (173), to have and to hold the same to the said Eliza Mangold her heirs and assigns forever.

That said mortgage deed was duly recorded in Volume 32, page 65 of the records of mortgages of Union County, Ohio, and is the first and best lien on the premises in the petition and in said mortgage described.

The Court further find that said defendant Eliza Mangold, for value received, duly sold, assigned and transferred to plaintiff the said debt, evidenced by said promissory note set forth and described in the petition herein together with said mortgage deed, in so far as it secures the payment of said promissory note, and that plaintiffs are now the owners and holder thereof.

The Court further find that the condition of defeasance in said mortgage

deed has been broken, and that the said plaintiffs are thereby entitled to have the defendants equity of redemption foreclosed.

It is therefore considered, adjudged and decreed that unless the said defendants, shall within three days from the entry of this decree pay or cause to be paid, to the Clerk of this Court the costs in this case, and to said plaintiffs here in the sum or found due as aforesaid, with interest from the fourth day of April, A.D. 1898, according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed, and said premises shall be sold according to law, 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.

On motion, and for good cause shown, the advertisement of sale herein in a German newspaper is hereby dispensed with.

On the 2nd day of May A.D. 1898, the following Precept was filed with the Clerk of this Court, to-wit:

Precept 7507
Ira Cadwallader
John Orth et al
vs
Gertrude Keyser et al
County of Common Pleas,
Union County, Ohio.

To the Clerk:
Issue order of sale directed to the Sheriff of Union County, Ohio, returnable according to law.

John Bender
Attorney for Plaintiffs.

Order of Sale
On the 5th day of May A.D. 1898, 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 - Reading:
Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 2nd day of May, 1898, Ira Cadwallader et al, obtained a judgment and decree against Gertrude Keyser et al, for the sum of Four Hundred Fifty Five and Three Dollars, and Thirty Four and 1/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed that the said Gertrude Keyser et al, within three days from the 2nd day of May, A.D. 1898, pay unto the said Ira Cadwallader et al, the said sum of Four Hundred Fifty Five and Three Dollars, with interest from the 4th day of April, 1898, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition, &c.

And whereas, the three days aforesaid have fully expired and the said sum of \$453⁷², 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 the Village of Richwood, in the County of Union, and State of Ohio, and bounded and described as follows, to-wit:

Being On-Lot number One Hundred and Seventy Three (173) in said Village, to have and to hold the same to the said Eliza Mangold her heirs

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and assigns, and to her and their own use and behalf forever.
 We, therefore command you, that you proceed to carry said order
 judgment, and decree into execution agreeably 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 Marysville,
 this 5th day of May, A. D. 1898.

(seal)

J. R. Grimes Clerk

Afterward on the 11th day of June A. D. 1898, the Sheriff of said
 County, returned said writ to the Clerk's Office in said County, which return
 is, as follows, to-wit:

Sheriff's Return	Sheriff's Fee	\$ 50
	Service	25
	Levy	25
	Sum. Appraisers	1 00
	Spreading	25
	Writing Appraisal	25
	Copy of "	25
	Notice to Painter	25
	Writing Notice	25
	Mileage	2 56
Roundage	75	
Return	25	
Total	6 31	
Appraisers' Fee	3 00	

the State of Ohio, Union County, ss.
 In obedience to the command of
 the Order of Sale hereto annexed, I did on the 9th day of May, 1898,
 summon J. H. James, W. J. Langstaff and W. A. Richards, 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 9th day of May,
 A. D. 1898, 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 \$75.⁰⁰
 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 11th day of May, 1898, I caused to be advertised
 in the Richmond Gazette, (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 11th day of June A. D. 1898, 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 11th day of June A. D. 1898, at the time and place above mentioned,
 proceed to offer said lands and tenements at public sale, and then and there came
 James H. Woodruff, who bid for the same the sum of Seventy five Dollars, and
 said sum being more than two-thirds of the appraised value thereof, and said James
 H. Woodruff being the highest and best bidder thereof, I then and there publicly sold
 and struck of said lands and tenements to him for the sum of Seventy five Dollars.
 J. E. Robinson Sheriff.

On the 20th day of June A. D. 1898, the following Proof of Publication was
 filed with the Clerk of this Court, to-wit:

Sheriff's Sale
 75-07
 Ora Caldwell et al
 Martha Tongue 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, Union County, Ohio, I will offer for sale at the north door of the
 Court House, in Marysville, Ohio, on Saturday, June 11, 1898, at or about the hour of one o'clock

O.W. on said day the following described real estate, to-wit: Situated in the Village of Rich-
wood, in the County of Union and state of Ohio, and bounded and described as follows, to-wit:
Being On-Lot number one hundred and seventy three (173) in said Village
to have and to hold the same to the said Eliza Mangold, her heirs and assigns, and to her
and their own use and behalf forever.

Appraised at \$75
Term of sale. Cash.

J. Ed. Robinson, Sheriff
of Union County, Ohio.

May 11-98.

State of Ohio, Union County, ss.

I, Geo. W. Warden, publisher of the Richmond Gazette being duly
sworn, says that the notice hereto attached was published in the Gazette on the 11th day of
May 1898, and continued therein 5 consecutive times, during all of which time said news-
paper was printed and in general circulation in said County.

Geo. W. Warden.

Subscribed and attested before me, this 17th day of June, 1898.

(seal)

J. F. Miller
Notary Public

Printers Geo. W. Warden

On the 5th day of July, A. D. 1898, the following entry was filed with
the Clerk of this Court, to-wit:

Exe Cadwallader, John Dorigel
Fredric Manzke partners doing
business in this State under the
name of Cumber Plaining Mill
and Lumber Company.

Court of Common Pleas
Union County, Ohio.

Entry.

Vertude Hayes, Fred Tongue
Luella C. Tracey, Martha Tongue,
H. C. Hill & Eliza Mangold

On motion of the plaintiffs 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 said Sheriff, being satisfied that the same have been had
in all respects in conformity to law and the orders of this Court, find the same to be legal,
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 make to the purchaser James W. Wardsuff
a deed in fee simple for the lands and tenements so sold, to-wit: Situate in the Village of
Richwood, in the County of Union and state of Ohio, and bounded and described as fol-
lows, to-wit: Being in lot number one hundred and seventy three (173) in said Village.

And the said purchaser is hereby authorized to all the rights of the said lienholders in said
premises, so far as they may be paid herein for the protection of his title, and a writ of possession is awarded
to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause a release of the mortgage herein said on so far
as the same operate as a lien upon said premises so sold to the said James W. Wardsuff, to be enter-
ed on the records thereof, in the office of the recorder of said Union County.

And the Court owing money to distribute the proceeds of said sale,
amounting to Seventy Five Dollars, (\$75.00), it is ordered that the Sheriff out
of the money in his hands, pay:

First - To James W. Wardsuff the amount of the last Certificate held by

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him against said premises, to-wit: the sum of Thirty Four ^{and} Six Dollars (\$34.65).
 Second = To the Clerk of this Court the costs of this action total at \$
 Third = To the plaintiff Ira Cadwallader, John Portz and Fredric Blanche
 the balance of the said money remaining in his hands, to-wit, the sum of \$

Attest
 J. N. Gosnell Clerk
 By J. A. Gosnell Deputy.

Pleas continued and held at the Court House in Marysville within
 and for the County of Union, in the Tenth Judicial District of the Court of Common
 Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the
 Term of April, to-wit: on the 4th day of April, in the year of our Lord One Thousand
 Eight Hundred and Ninety Eight.

Be it remembered that heretofore, to-wit, on the 13th day of Feb.
 A.D. 1898, Sarah V. Eastman filed in the Clerk's office of the said Court of Common
 Pleas, the following Petition against A. Cameron et al, to-wit:

Petition Sarah V. Eastman
 7492
 Court of Common Pleas
 Union County, Ohio

A. Cameron and F. J. Arthur,
 Administrator of the Estate of
 Samuel Johnson, deceased

On the 18th day of November, 1896, letters of administration
 on the estate of Samuel Johnson, heretofore deceased, testate, were by the probate Court
 of Union County, Ohio, duly issued to the defendant, F. J. Arthur, who thereupon duly qual-
 ified and entered upon his duties as such administrator.

The said defendant as such administrator and the defendant A. Cameron
 are jointly and severally indebted to plaintiff on a certain promissory note of which
 the following is a true copy:

\$100.00 August 28th A.D. 1896.

Six months after date for value received, we or either of us, promise to pay
 to the order of Sarah V. Eastman, One Hundred Dollars, with interest at the rate of eight
 per centum per annum.

A. Cameron
 S. Johnson.

Said note bears the following tenor: This, being the fifth day of March,
 1897, received interest of five dollars (\$5.00), on note; and there are no other credits or in-
 dorsements thereon.

On or about the 15th day of October, 1897, plaintiff exhibited said note to
 the defendant, F. J. Arthur, administrator as aforesaid, who then and there disputed and
 rejected it as a valid claim against the estate of said Samuel Johnson, deceased,
 and notified plaintiff to consider it rejected as such.

Whereupon, on the 21st day of December, 1897, plaintiff brought suit
 upon said note against the defendants herein before William Portz a Justice of the
 peace in and for Lewisburg Township, Union County, Ohio, and on the 24th day of
 December, 1897, reversed judgment thereon against said defendants; and this action in
 this Court is in consequence of an appeal from said judgment by the defendant
 F. J. Arthur as administrator as aforesaid.

There is due plaintiff from defendants upon said note the sum of Ninety Eight Dollars, which she claims, with interest thereon from the 28th day of February, A. D. 1897; and she prays judgment therefor accordingly.

John F. Miller
Atty. for Off.

State of Ohio, County of Union, ss:

Sarah V. Eastman, being first duly sworn, says that she is the plaintiff in the above entitled action, and that the facts stated and allegations made in her foregoing petition are as she verily believes true.

Sarah V. Eastman.

Subscribed in my presence and sworn to before me this 8th day of February, A. D. 1898.

W^m R. Curtis
Justice of the Peace

On the 21st day of March A. D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:

Answer
7492

Sarah V. Eastman

Court of Common Pleas
Union County, Ohio.

A. Cameron & F. J. Arthur,
Administrators of the Estate of
Samuel Johnson, deceased.

The defendant F. J. Arthur, as Administrator, under the will of Samuel Johnson, deceased, now come and for his answer to plaintiff's petition says: that the estate of said Samuel Johnson is not liable on the note sued on by plaintiff. Said Administrator further denies that said Samuel Johnson ever signed the note sued on and denies the signature.

Said defendant therefore prays that he may be heard and answer his case, and such further order as may be just and equitable.

F. J. Arthur - Administrator.

The State of Ohio, Union County, ss.

The defendant F. J. Arthur as Administrator aforesaid being duly sworn says, the facts and allegations made in his foregoing answer are true as he verily believes.

F. J. Arthur, Admin.

Sworn to before me and signed in my presence this 21st day of March, 1898.

(seal)

J^r A. Gosnell Deputy Clerk

On the 16th day of May A. D. 1898, the following Reply was filed by the Clerk of this Court, to-wit:

Reply
7492

Sarah V. Eastman

Court of Common Pleas
Union County, Ohio.

A. Cameron & F. J. Arthur, admors. etc.

Plaintiff in reply to the answer of the defendant F. J. Arthur as Administrator of the estate of Samuel Johnson, deceased, says that the promissory note sued upon in her petition herein was delivered to her by the defendant A. Cameron in renewal of a former note for the sum of one hundred dollars, dated on or about the 28th day of February, 1896, which said note was made payable

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to her in 1874 months from the date thereof, and was signed by the defendant A. Cameron and the said Samuel Johnson, deceased; that on or about the date of the maturity of said note, the defendant A. Cameron came to her and produced the note herein said upon and pretended and represented to her that the signature of S. Johnson to the same was that of the same person who had signed the said original note, and that it was genuine; that she believed said statements and representations to be true, and that relying upon them she delivered up the said original note to the defendant A. Cameron, and has no later knowledge of it; that she had no knowledge or suspicion that the signature of S. Johnson to the note herein said upon was not genuine until commencing action thereon; that she relied upon the financial standing of said S. Johnson, deceased, and would not have accepted said note and delivered up the original note in exchange therefor had she known or had cause to suspicion that the signature of said S. Johnson thereto was not genuine, nor would she have returned said original note in any form knowingly without the consent of said S. Johnson, deceased, and his genuine signature to said renewal note, and she further claims that his signature thereto is genuine and valid.

Wherefore the plaintiff asks judgment in either event as prayed for in her petition.

J. F. Willar
Atty. for Cliff.

State of Ohio, County of Miami, ss.

Sarah V. Eastman, being first duly sworn, says that she is the plaintiff in the above entitled action, and that the facts stated and allegations made in her foregoing reply are as she truly believes true.

Subscribed in my presence and sworn to before me this 16th day of May, A.D. 1896.

Wm B. Potts
Justice of the Peace

On the 16th day of May, A.D. 1896, the following Motion was filed with the Clerk of this Court, to-wit:

Motion Sarah V. Eastman vs A. Cameron and F. J. Arthur, Admrs. Court of Common Pleas Miami County, Ohio.

The defendant, the Admrs. F. J. Arthur, now comes and moves the Court to strike the Reply filed in this case from the files, for the reason said reply is not in any way or manner, in response to the answer herein filed.

Said reply contains altogether a new case and does not deny any part of the answer.

That the issue in this case is clearly defined and made by the petition and answer herein filed.

F. J. Arthur, in person.

On the 16th day of May, A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry Sarah V. Eastman vs A. Cameron et al. Court of Common Pleas Miami County, Ohio.

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This day came on this cause to be heard upon the motion filed herein by the Administrator to strike from the files the Reply by plaintiff, which motion was presented and argued to the Court by the parties herein, and after due consideration by the Court, the Court finds the motion well taken and therefore orders the reply stricken from the files of this Court.

F. J. Arthur, in person.

On the 16th day of May, A. D. 1898, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7492

Sarah V. Eastman vs A. Gamron et al
Court of Common Pleas
Knox County, Ohio.

This cause coming on for trial this 16th day of May, 1898, before trial was had the Court upon motion of plaintiff and upon examination of the papers filed herein find, that the defendant A. Gamron has been duly served with summons, and that he is in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true, and that a personal judgment is proper.

It is therefore considered by the Court that the plaintiff recover from the said defendant A. Gamron the sum of \$105.22, and her costs herein expended taxed at 10% and ordered that the trial of this cause proceed as against the other defendant herein.

On the 21st day of May A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7492

Sarah V. Eastman vs A. Gamron et al
Court of Common Pleas
Knox County, Ohio.

A. Gamron et al
Arthur, Administrator
of the estate of S. Johnson, decd.

This day came the parties herein by their attorneys; also came the following named persons as jurors, to-wit: George Stung, J. L. Harmon, J. M. Gason, Samuel Graham, J. H. John, H. C. Vosbury, William J. Michaels, C. B. Davis, Thomas P. Shields, A. C. Kilgus, Lafayette Madlen and John Ryan, who were duly impanelled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

And after hearing the evidence, argument and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation.

And now comes said jury into open Court with their verdict in writing signed by their foreman and say:

That the jury being duly impanelled, sworn and affirmed, find the issue in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant, F. J. Arthur, Administrator of the estate of Samuel Johnson, decd at the sum of one hundred and five and 2/100 (\$105.22) Dollars.

J. A. Ryan, Foreman.

On the 5th day of August A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7492

Sarah V. Eastman vs A. Gamron et al
Court of Common Pleas
Knox County, Ohio.

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The jury in this action having on a former day of this term, rendered a verdict for the plaintiff and assessed her damages at one hundred and five dollars and twenty two cents, and on motion for a new trial having been made;

It is therefore considered by the Court that the plaintiff recover from the defendant F. J. Arthur, as Administrator of the estate of Samuel Johnson, deceased, the said sum of \$105.22, together with her costs herein expended, taxed at \$4.90.

Attest
J. N. Gosnell Clerk
By J. W. A. Gosnell Deputy

Plea 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 Duncan Dow, Judge of said Court, of the Term of April, to-wit, on the 4th day of April, in the year of our Lord, One thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 23rd day of April, A. D. 1896, M. M. Shipley et al filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Alex. Cameron et al to-wit:

M. M. Shipley, D. F. Parson, J. L. Horn,
J. A. Martin, John Blair, J. A. McFarland,
George C. Tenney, George B. Hamilton,
J. M. Gauder, B. A. Snowden, L. H. Stephenson,
W. T. Kyle, Special Kingery, J. L. Fish,
J. A. Shipley, A. C. Snowden, C. Bostwick,
Thomas Biddle, Ben Cahill, L. C. Beem,
J. M. Sanders, C. D. Sidle, H. A. Campbell,
A. B. Robinson, J. M. Wilkin, J. N. Becker, John C. Stuber.

Court of Common Pleas
Union County, Ohio

Petition for dissolution
of Corporation

Petition
7102

vs
Alex Cameron, J. H. Beem, Horace Colver,
Frank Adams, Admr. of Simon Adams, dec'd,
J. C. Clark, Rev. Daymude, Wm Fish, A. D.
Horror, admr. of Jas. Horror, dec'd, David Fish,
C. M. Allison, A. J. Perry, J. M. Roberts, admr.
of Elnor Ludwig, dec'd, Mr. W. A. Mulligan,
L. G. Reut, M. Hamster, Morris Randall,
Admr. of C. Randall, dec'd, J. B. Shisler,
Lacy A. Shisler, Jane Shisler, Emma Wiley
and W. H. Winshell. Defts.

Claimants represent that the Richmond Cooperative Dairy Association Company is a corporation duly organized under the laws of Ohio for manufacturing purposes, to-wit, for the manufacture of butter, cheese and ice cream; that its principal place of business is in the village of Richmond, County of Union and State of Ohio; that the capital stock of said corporation is Ten thousand Dollars (\$10,000), divided into one hundred (100) shares of one hundred Dollars (\$100) each; that forty-eight (48) shares of said stock have been sold and are fully paid up. Claimants further say that they are stockholders and the owners of

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more than one half in amount of the paid up stock of said corporation; that said corporation has been in existence for more than four years last past; that during the whole of said time the net earnings of said corporation have been insufficient to pay in good faith an annual dividend of six per centum upon the paid up capital stock thereof, over and above the salaries and expenses authorized by its by-laws and regulations; and that therefore they desire a dissolution of said corporation.

To facilitate the proceedings herein plaintiffs have procured the required inventories, accounts and statements to be made and sworn to by the officers of said corporation having charge of the business thereof, which are herewith attached and made a part hereof.

Wherefore plaintiffs pray that such proceedings may be had as are authorized by law in the premises, for the appointment of a receiver to take charge of the assets and effects of said corporation for a dissolution of said corporation, and for such other and further relief to which they may be entitled.

J. F. Willard
Atty. for plaintiffs.

The State of Ohio, Union County, ss:

M. M. Shipley, being first duly sworn, says that he is one of the plaintiffs in the above entitled action and that the facts stated and allegations made in the foregoing petition are, as he verily believes, true.

M. M. Shipley

Subscribed in my presence and sworn to before me this 16th day of April, A. D. 1896,

H. V. Spicer
Notary Public.

(seal)

Affidavit M. M. Shipley et al
7102 vs
Aly. Cameron et al

Court of Common Pleas
Union County, Ohio.

State of Ohio, County of Union, ss:

M. M. Shipley, D. F. Parsons, J. L. Horn and F. A. Martin, being sworn of the five directors of the Richmond Co-operative Dairy Association Company having the management of the concerns of said corporation, and being first duly sworn, say:

1. That said corporation is the owner in fee simple of the following described real estate, to-wit: Situate in the Village of Richmond, in the County of Union and State of Ohio; Being all of lots numbered five hundred and seventy six (576) and five hundred and seventy seven (577). Also a strip of land one (1) pole wide extending from the north line of Lot No. 576 to the south line of Lot No. 579, adjoining the west of said lots and parallel with Vasey Run Ditch, in Morris W. Hills Addition to the town of Richmond, Union County, O.; That said corporation is the owner and possessor of the following chattel property, to-wit: one twelve-horse-power boiler; one eight-horse-power engine with necessary pumps, shafting and other equipments; one pump separator; one Babcock milk test; three milk vats; one churn; one Fairbank butter masher; one full outfit for making cheese; two small platform scales; one office desk; and one heating stove; that there is due it upon a certain promissory note given it by one John W. Barker the sum of \$42.65, with six per centum interest thereon from the 20th day of May, 1895; and that it holds no bond, mortgage or other securities representing any further amount due it; and that no further amount known to affiants is due it that can be collected; and that said total assets of said corporation do not exceed eleven

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hundred dollars in value.

D. Affiants further say that the capital stock of said corporation is Ten Thousand Dollars (\$10,000), divided into one hundred (100) shares of One Hundred Dollars (\$100) each; that forty eight (48) shares of said stock have been sold and are fully paid up, and that nothing more is due upon said capital stock from any subscriber thereto; that the following is a true list of all the stockholders of said corporation, showing their names, places of residence, and the number of shares belonging to each, to-wit:

Name	Residence	No. of shs.	Amt. paid in
Simon Adams, decd. late of	Claitonome Tp.	1	\$100.
J. W. Barker	" "	1	\$100.
E. Bostwick	" "	1	\$100
John Blair	Richwood, Ohio	1	\$100
Biddle & Cahill	" "	1	\$100
L. C. Burn	" "	2	\$200
J. W. Burn	" "	1	\$100
Horace Colver	York Tp.	1	\$100
Alex Cameron	Lustburg "	2	\$200
J. E. Clark	Jackson "	1	\$100
A. A. Campbell	Richwood Ohio.	1-2	\$50
George Darymude	Claitonome Tp.	1	\$100
William Fish	" "	1	\$100
J. L. Fish	" "	1	\$100
David Fish	" "	1	\$100
John M. Gunder	York Tp.	1	\$100
T. B. Hamilton	Claitonome "	1	\$100
J. L. Horn	Richwood, Ohio.	1	\$100
James Horro, decd. late of	York Tp.	1	\$100
Ernad Kinney,	Claitonome "	1	\$100
Wm J. Kyle	Thompson "	1	\$100
	Delaware County, O.		
Elmer Ludwig, decd. late of	Thompson Tp.	1	\$100
	Delaware County, O.		
E. McAllister	Thompson Tp.	1	\$100
	Delaware County, O.		
J. N. McFarland,	Claitonome Tp.	1	\$100
F. A. Martin	" "	1	\$100
Mrs Wm A. Mulligan	York "	1	\$100
D. J. Parsons	Richwood, Ohio.	1	\$100
A. J. Perry,	Claitonome Tp.	1	\$100
L. H. Put	" "	1	\$100
Robinson & Williams	Richwood, Ohio.	1	\$100
E. Randall, decd. late of	Claitonome Tp.	1-2	\$50
John M. Sandus	Richwood, Ohio.	1	\$100
M. M. Shipley	York Tp.	3	\$200
Geo. A. Shipley	" "	1	\$100
B. A. Snowden,	Claitonome Tp.	1	\$100
A. E. Snowden	" "	1	\$100
John C. Stuber	Richwood, Ohio	1	\$100
G. D. Sidle	Claitonome Tp	1	\$100

Name	Residence	No. of shares	Am't paid in
Matthew Karamatis	York Tp.	1	\$100.
B. H. Stephenson	Richwood, Ohio	1	\$100
John B. Shisler	Clatsomus Tp.	1	\$100
Lacy Amy Shisler	" "	1	\$100
John Shisler	" "		
Geo. C. Tenney	" "	1	\$100
Penrose Wiley	" "	1	\$100
W. H. Winchell	Columbus Ohio	1	\$100

Affiants state that all of said persons are residents of the County of Minn., State of Ohio, excepting those whose places of residence are otherwise above stated.

3. Affiants further state that said property of said corporation is clear and unincumbered, excepting taxes on said real estate in the sum of \$; that said corporation is indebted to the Bank of Richwood, for money borrowed therefrom upon its certain promissory note dated April 4th, 1896, and due in six months from said date, in the sum of \$350.00 with eight per cent. annum interest thereon from the date thereof; that it is indebted to the Richwood Deposit Bank, for money borrowed therefrom upon its certain other promissory note, dated May 13th, 1895, and due in one year from date, in the further sum of \$335.00 with eight per cent. per annum interest thereon from the said date thereof; that there is no other debt or demand due from said corporation that is known to affiants, and that all other engagements entered into by it that are known to affiants have been fully satisfied and cancelled.

M. M. Shipley
D. F. Parsons
J. L. Horn
T. A. Martin

Subscribed in my presence and sworn to before me this 16th day of April, A. D. 1896.

(seal) H. V. Spicer
Notary Public

On the 23rd day of April A. D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7102

M. M. Shipley et al
vs
Alex Cameron et al
Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing this 23rd day of April, 1896, upon the application of plaintiffs, the Court find that the necessary motions, accounts and statements required by law have been filed with the petition herein. It is therefore ordered that all persons interested in said corporation known as the Richwood Co-operative Dairy Association Company be required to show cause, if any they have, to this Court why said corporation should not be dissolved by duly filing their answer to said petition in this Court on or before the 23rd day of July, 1896.

John A. Price
Judge of Court of Common Pleas.

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Legal Notice

On the 17th day of September A.D. 1896, the following Notice was filed with the Clerk of this Court, to-wit:

All persons interested in the corporation known as The Richwood Co-operative Dairy Association Company, located in the Village of Richwood, Union County, Ohio, will take notice that a majority of the directors and stockholders of said Company have filed their petition in the Court of Common Pleas of said County, entitled M. M. Shipley et al vs Alex Cameron et al, and numbered 7102, praying for the dissolution of said corporation and the appointment of a receiver to close up the business thereof; and that said court relative thereto has made the following order:

This cause coming on for hearing this 23rd day of April, 1896, upon the application of plaintiffs, the Court find that the necessary inventories, accounts and statements required by law have been filed with the petition herein.

It is therefore ordered that all persons interested in said corporation known as The Richwood Co-operative Dairy Association Company be required to show cause if any they have, to this Court why said corporation should not be dissolved by duly filing their answer to said petition in this Court on or before the 23rd day of July, 1896.

John D. Crile
Judge of Court of Common Pleas,
J. F. Miller Plaintiffs Atty.

State of Ohio, Union County, ss:

I, Geo. W. Worden, publisher of the Richwood Gazette, being duly sworn say that the notice here to attached was published in the Gazette on the 30th day of April, 1896, and continued therein 3 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Sworn to and subscribed before me this 5th day of Sept. 1896.

(seal)

Geo. W. Worden,
Notary Public

Printer's Fee, \$8.00

Entry
7102

On the 11th day of September A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

M. M. Shipley et al
vs
Alex Cameron et al
Court of Common Pleas
Union County Ohio.

This cause came on to be heard this 11th day of September, 1896, upon the petition, the information attached thereto, and the affidavit of the applicants filed therewith; and upon due consideration, the Court find that due notice by publication has been given to all parties interested as required by law, and that each and all such parties have failed to show cause why said corporation, The Richwood Co-operative Dairy Association Company, should not be dissolved.

The Court after hearing statements of plaintiffs counsel and evidence in support thereof, further find that the facts stated in the petition herein are true, and that a dissolution of said corporation will be beneficial to the stockholders thereof and not injurious to the public interest.

It is therefore considered and adjudged that said corporation, The Richwood Co-operative Dairy Association Company, be, and the same hereby is, excluded from hereafter exercising any corporate rights, privileges, or franchises under the articles of incorporation thereof, and that said corporation, be, and it hereby is dissolved.

It is further ordered that Milton M. Shipley be, and he hereby is appointed

receiver of the estate and effects of said corporation for the benefit of its creditors and stockholders, with full power to sell and convert into money the entire estate thereof both real and personal, to collect all claims due or to become due to said corporation, to pay all debts due or to become due therefrom, to fully settle all the affairs of said corporation, and to distribute among the stockholders thereof in proportion to their respective shares the moneys if any remaining in his hands.

And it is ordered that said receiver before entering upon the duties of his said office give bond in the sum of twenty-two hundred dollars, conditioned according to law, with sureties to the approval of this Court.

And now thereupon came the said Milton M. Shipley and presented his bond as aforesaid, with John Blair and Jacob L. Horn as sureties, to the approval of the Court.

It is thereupon further ordered that Wm. Cahill, A. W. Maniott and Elias Kyle, disinterested freeholders be and hereby are appointed as appraisers of said estate, both real and personal; and said receiver is hereby ordered to proceed to have the same duly inventoried and appraised and to report his proceedings to this Court for confirmation and further order.

Approved
John A. Price
Judge of said Court.

Inventory
Ed
Appraisment
7102

On the 30th day of September A.D. 1896, the following Inventory and Appraisment was filed, to-wit:
M. M. Shipley et al
vs
Aly. Cameron et al
Court of Common Pleas
Knox County, Ohio.

The undersigned Milton M. Shipley, receiver of the estate and effects of The Richmond Co-operative Dairy Association Company dissolved, makes report of his proceedings under the former order of appraisment directed to him by the Court, as follows:
Dated this 28th day of September 1896.
M. M. Shipley
Receiver.

Oath of Appraisers.

Before entering upon their duties the undersigned Appraisers were required to and did subscribe and swear to the following oath:
State of Ohio, County of Knox, ss:

We, the undersigned, do make solemn oath that we will truly, honestly and impartially appraise the estate and effects that may be exhibited to us belonging to the Richmond Co-operative Dairy Association Company dissolved, and perform the other duties required by law of us in the premises as appraisers, according to the best of our knowledge and ability.

Wm. Cahill
A. W. Maniott
Elias Kyle.

Subscribed and sworn to before me this 28th day of September, 1896.

R. F. Miller
Notary Public

Schedule Ed
Appraisment.

We, the undersigned, duly appointed and qualified as appraisers of the estate and effects of The Richmond Co-operative Dairy Association Company, dissolved, after having duly taken and subscribed to the oath required of us as such appraisers,

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Entry
7102

upon careful examination and due consideration, do find said estate and effects to be of the nature amount and value as set forth in the following schedule.

Kind of Property	Appraised Value
Real estate as described in the petition.	700.00
One twelve-horse-power boiler, with equipments	100.00
One eight-horse-power engine, with necessary equipments.	100.00
One Points Separator	50.00
One Babcock Milk Tester	3.00
Three milk vats	25.00
One churn	5.00
One Fairbank Butter Worker	5.00
One full size lat for making cheese	12.00
Two small platform scales	10.00
One office desk	2.00
One heating stove	1.00
One note for \$42.65 and interest on John W. Barker, Doubtful	
	<u>\$1012.00</u>

Wm. Cahill
H. H. Marriott
Elias Kyle.

On the 21st day of June A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7/10/97

M. M. Shipley et al
vs
Alf Cameron et al
Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing this 21st day of June A. D. 1897, upon the motion of the plaintiffs asking that the Court appoint a receiver of the corporation heretofore known as the Richardson Co-operative Dairy Association Company, dissolved by this actin, to succeed Milton M. Shipley deceased, who was the duly appointed and acting receiver of said dissolved corporation, the Court upon satisfactory proof of the decease of said former receiver, do hereby order that Dennis F. Parsons be, and he hereby is appointed receiver of the estate and effects of said dissolved corporation for the benefit of its creditors and stockholders, with full power to call and convert into money the entire estate thereof, both real and personal, to collect all claims due or to become due to said corporation, to pay all debts due or to become due therefrom, to fully settle all the affairs of said corporation, and to distribute among the stockholders thereof in proportion to their respective shares the money if any remaining in his hands.

It is further ordered that said receiver before entering upon the duties of his said office, give bond in the sum of two thousand dollars, conditioned according to law, with sureties to the approval of this Court.

And now thereupon came the said Dennis F. Parsons and presented his bond as aforesaid, with John Blair and Jacob L. Horn as sureties thereon, to the approval of the Court.

Upon further consideration of this cause upon the presentation of the Court of the report of the appraisement of the estate and assets of said dissolved corporation made under a former order of this Court, the Court find the same to be in due form and said proceedings to have been had and performed in all respects in conformity to law and the order of the Court and the same is hereby approved and confirmed.

Receiver's
Notice

Notice is hereby given that the undersigned has been duly appointed and qualified by the Court of Common Pleas of Union County, Ohio, as receiver of the estate and effects of the Richmond Co-operative Dairy Association dissolved, for the benefit of the stockholders and creditors thereof; and all persons holding any open or subsisting contract of said corporation are hereby notified to present the same to the undersigned in writing, and in detail at the office of J. F. Miller, in the Village of Richmond, Union County, Ohio, on or before the 15th day of October, 1896.

Dated this 18th day of September, 1896.
Milton M. Shipley.

State of Ohio Union County ss:

I, Geo. W. Worden, publisher of the Richmond Gazette, being duly sworn say that the notice hereto attached was published in the Gazette on the 18th day of Sept. 1896 and continued therein 3 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 25th day of June, 1896.

J. F. Miller
Notary Public

(seal)

Printer's Fees, \$4.00.

Legal
Notice

Notice is hereby given that Dennis F. Parsons, as receiver of the estate and effects of the Richmond Co-operative Dairy Association Company, which corporation has been duly dissolved by proceedings in the Common Pleas Court of Union County, Ohio, will on the 25th day of June, 1896, at the Court House in Marysville, Ohio, render to said Court his full and final account of all his proceedings as such receiver in the settlement of the affairs of the said dissolved corporation.

Parties interested should be present to show cause, if any they have, for objecting thereto, or the same may be declared final and conclusive as against them.

Dennis F. Parsons
Receiver as aforesaid.

June 2nd, 1896.

State of Ohio Union County ss:

I, Geo. W. Worden, publisher of the Richmond Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 2nd day of June, 1896, and continued therein three 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 24th day of June, 1896.

J. F. Miller
Notary Public

(seal)

Printer's Fees, \$5.00.

On the 21st day of June A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7102

M. M. Shipley et al

Court of Common Pleas
Union County, Ohio.

vs
Aly Cameron et al

Now comes the plaintiffs herein, by their attorney, J. F. Miller, and suggest to the Court the decease of Milton M. Shipley, who was the duly appointed and acting receiver of the assets and effects of the corporation heretofore known

as the Receiver of the assets and effects of the Richmond Co-operative Dairy Association dissolved, for the benefit of the stockholders and creditors thereof.

Entry
7102

the Clerk
M. M. Shipley
vs
Aly Cameron et al

application
both real and personal
at private sale

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Report of
Sale
7102

the Clerk
M. M. Shipley
vs
Aly Cameron et al
State of Ohio

The Richmond Co-operative Dairy Association, a corporation organized under the laws of Ohio, and having property and effects in this County, Ohio, being the subject of a proceeding in this Court, or to obtain

as, The Richmond Co-operative Dairy Association Company, which has been dissolved by these proceedings, and move the Court to appoint Dennis F. Parsons, one of the late directors of said dissolved corporation, to succeed said deceased receiver in such capacity.

J. F. Miller
Atty. for Offg.

Entry
7102

On the 2nd day of May A. D. 1898, the following Entry was filed with the clerk of this Court, to-wit:
M. M. Shipley et al
vs
Alec Cameron et al
Court of Common Pleas
Knox County, Ohio.

This cause came on for hearing this 2nd day of May 1898, upon the application of the receiver herein duly appointed, for an order to sell the entire property, both real and personal, of the said The Richmond Co-operative Dairy Association Company at private sale.

Said receiver by his attorney, represented to the Court that the said property was of such a nature that but few would want it at a reasonable value, and that he had found it quite difficult to find a prospective purchaser therefor, but that he had done so during vacation of this Court, and that with the advice and consent of the former directors of said dissolved corporation he had entered into a contract with the said prospective purchaser, conditional upon the approval of this Court, to sell to him the entire property, both real and personal, of said dissolved corporation for the sum of One thousand dollars.

He further represented that said bid was the best that he could get for said property after having made diligent effort to secure bids therefor, and that he believed it was the best opportunity that he would have for disposing of the same; for which reasons he asked the Court to approve said contract and to order him to make a private sale of said property in accordance with the terms thereof.

And the Court, being duly advised in the matter, and considering it to be for the best interest of all parties herein concerned, do approve said contract, and do order that said receiver proceed to sell said entire property of said dissolved corporation in accordance with his said contract at not less than one thousand dollars, cash in hand and that he report his proceedings to this Court for further orders.

Report of
Sale
7102

On the 2nd day of May A. D. 1898, the following Report was filed with the clerk of this Court, to-wit:
M. M. Shipley et al
vs
Alec Cameron et al
State of Ohio, County of Knox, ss:
Court of Common Pleas
Knox County, Ohio.

D. F. Parsons, having been duly appointed receiver of the estate of The Richmond Co-operative Dairy Association Company, dissolved, by proceedings in this action, and having received an order from Court to sell the entire property of said dissolved corporation, both real and personal, for not less than one thousand dollars, being first duly sworn say, that in obedience to said order, he on the 2nd day of May, 1898, sold said property to Andrew M. Baird for the sum of one thousand dollars, cash in hand, said sum being the highest price he could get for said property after having made diligent endeavor to obtain the best price therefor.

D. F. Parsons.

known to before me and subscribed in my presence by the said D. F. Parsons, this 24th day of May, A.D. 1898.

(seal)

Henry V. Spicer
Notary Public

On the 2nd day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7/02

M. M. Shipley et al
vs
A. G. Cameron et al

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing a second time this 2nd day of May, 1898, upon the report of the receiver of the private sale made by him in accordance with the order issued to him herein, and upon his motion to confirm the same, was submitted to the Court, and upon due consideration, the Court after having carefully examined said return and the affidavit in connection therewith, being satisfied that such sale has been in all respects legally made, do hereby approve and confirm the same, and order that said receiver make to the purchaser, Andrew M. Baird, a proper deed for the premises so sold; and that out of the proceeds of said sale he pay the taxes upon said premises, the costs of this action, and the remainder thereof to the parties therein entitled as creditors of said corporation, and report his proceedings to this Court for confirmation and further orders.

On the 25th day of June A.D. 1898, the following Receiver's Account was filed with the Clerk of this Court, to-wit:

Receiver's
Account

First and final account of Dennis F. Parsons as receiver of the estate and effects of the Richwood Co-operative Dairy Association Company.

Said Receiver charges himself as follows:

To amounts received by his predecessor, Milton M. Shipley, deceased, from A. M. Baird under contract with him in anticipation of a sale to him of the property of said corporation, and by himself in completion of said contract and sale as follows:

	1896		
March	7	By Cash	100 00
Nov.	10	By Cash	10 00
Dec.	5	By Cash	10 00
Jan.	12	By Cash	10 00
Feb.	6	By Cash	10 00
Mar.	9	By Cash	10 00
Apr.	3	By Cash	100 00
May	5	By Cash	10 00
"	17	By Cash	10 00
June	4	By Cash	20 00
July	9	By Cash	20 00
Aug.	10	By Cash	20 00
Sept.	10	By Cash	20 00
Oct.	15	By Cash	20 00
Nov.	12	By Cash	20 00
Feb.	28	By Cash	20 00
May	6	By Cash	20 00
			590 00
		Total receipts	\$1,000 00

Entry
7/02

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Said receiver credits himself with amounts paid out by his said predecessor and himself as follows:

	1896		1897	\$	cts.
July	11	By Taxes paid		1	23 36
Oct	2	Bank of Richmond - Interest		2	14 00
"	28	Richmond Deposit Bank - Interest		3	39 00
Feb.	5	By Taxes paid		4	12 22
Apr	3	Bank of Richmond - on note		5	131 00
"	"	J. L. Horn, acct for interest paid		6	25 00
July	20	Henry Shipley - on note		7	40 00
July	7	By Taxes paid		8	12 22
Nov.	8	Geo. W. Warden - legal adv.		9	4 00
"	13	" " " " " "		10	8 00
Dec	7	Henry Shipley - on note		11	68 00
Feb.	5	By Taxes paid		12	11 79
May	6	" " " " " "		13	11 75
"	10	Costs in Common Pleas Court		14	14 70
"	11	Henry Shipley - balance on note in full		15	571 03
"	12	Robinson & Thornhill - acct.		16	90
"	"	Biddle & Cahill - " "		17	8 50
"	"	Bank of Richmond - " "		18	2 78
"	13	W. W. Davis " "		19	3 00
"	"	Levy Bros. " "		20	1 10
"	"	A. M. Baird - remittal		31	4 00
June	24	Geo. W. Warden legal adv.		22	4 00
"	25	J. F. Miller - fee 50 ^{cts} , remitted \$6.35		23	48 62
		Receiver claims no compensation			
		Total expenditures			\$1000.00

The State of Ohio, Union County, ss.
 I, Dennis F. Parsons, receiver of the estate and affairs of the Richmond Co-operative Dairy Association Company, do make solemn oath that the within account is in all respects true and correct, as I verily believe.
 Dennis F. Parsons
 Sworn to before me and signed in my presence this 25th day of June A. D. 1898.
 F. V. Spicer
 Notary Public
 (seal)

On the 5th day of July A. D. 1898, the following Entry was filed with the clerk of this Court, to-wit:

Entry 7102
 M. M. Shipley et al
 vs
 A. Cameron et al

Court of Common Pleas
 Union County, Ohio.

This cause coming on to be heard upon the motion to confirm the final report of, and to discharge the receiver herein, the Court find the said report to be correct, and that said receiver has fully obeyed the orders of the Court to him issued, and has fully paid over all moneys coming into his hands as such receiver.
 It is therefore ordered that all acts and things done by him, as well as his said report, be, and they hereby are, approved and confirmed; and the said Dennis F. Parsons is discharged from his duties, liabilities

and responsibilities as such receiver, and his undertaking thereof is vacated and cancelled, and the said proceedings and report of said receiver are hereby adjudged and decreed to be conclusive upon all parties herein interested,

Attest

J. N. Gosnell Clerk
By Geo. A. Gosnell Deputy



Cases continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of January 1897; on the day of January in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore to-wit, on the 30th day of November A.D. 1896, Mariah Mahaffey filed in the Clerk's office of the said Court of Common Pleas, the following Petition against J. A. Stauffer et al, to-wit:

Petition
7343

Mariah Mahaffey

Court of Common Pleas
Union County, Ohio.

J. A. Stauffer, Mattie H. Stauffer,
Barbara Huffman and John
Harshman, Administrators de bonis
non of the estate of Catherine Herzler.

Plaintiff says that on or about September 1st, 1892, the defendant J. A. Stauffer, Mattie H. Stauffer and Barbara Huffman duly executed and delivered to Geo. C. Edwards, their one certain promissory note of that date, for the sum of Six Hundred Dollars (\$600.00) with eight per cent interest per annum payable semi-annually from date, a copy of which is hereby given with all credits and endorsements thereon:

Springfield Ohio, Sept. 1st 1892.

"Two years after date we promise to pay to Geo. C. Edwards or order Six Hundred Dollars with eight per cent interest per annum due and payable semi-annually. For Value Received."

J. A. Stauffer
Mattie H. Stauffer
Barbara Huffman."

That there are no credits on said note. That the following endorsement is written thereon, "Pay to the order of Mariah Mahaffey - Geo. C. Edwards."

That said note is far past due and wholly unpaid and that there is due to said Mariah Mahaffey, said plaintiff the sum of Six Hundred Dollars, with interest at the rate of eight per cent per annum due and payable semi-annually from September 1st 1892.

That the said John Harshman is administrator de bonis non of the estate of Catherine Herzler deceased successor of John Housell Adm. de bonis non of said estate by letters of administration duly granted by the Probate Court of Clark County, Ohio.

That by the last will and testament of the said Catherine Herzler, she devised in trust to the use and benefit of the said Barbara Huffman an estate to the amount of about Fourteen Thousand Dollars (\$14000) which is now in the hands of the said

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John Harshman as such administrator de bonis non for the use and benefit of the said Barbara Huffman during her life.

That on said first day of September, 1892, the said Barbara Huffman duly assigned to Martha J. Stauter all her right, title and interest in one third of said fund in the hands of said administrator de bonis non also the interest arising therefrom forever, a copy of which is hereto attached marked "A" and made a part of this petition.

That on the 12th day of September, 1892, the said Mattie H. Stauter duly assigned said one third part so assigned to her by the said Barbara Huffman to the said Rev. E. Edwards as security on said promissory note, all of which will more fully appear on the assignment hereto attached marked "A" and made a part hereof.

Wherefore plaintiff prays judgment against the defendants J. H. Stauter, Mattie H. Stauter and Barbara Huffman for the sum of Six Hundred Dollars (\$600.00) with interest at the rate of eight per cent per annum payable semi-annually from September 1st, 1892, and that the said Court order and decree that the said John Harshman as administrator de bonis non of Catherine Hertzler deceased pay to the said Maria Mahaffey so much of said estate in his hands in trust for the said Barbara Huffman to liquidate her said claim against the said defendants J. H. Stauter, Mattie H. Stauter and Barbara Huffman and for costs and for all proper relief.

W. W. Merchant
Attorney for Plaintiff.

State of Ohio, Union County, ss.

W. W. Merchant, being first duly sworn says that he is the duly authorized attorney for the plaintiff in the premises, that the action is on a contract in writing, that said written contract is in his, this affiant's possession, that the facts stated and allegations made are as he verily believes, true.

W. W. Merchant.

Sworn to before me and subscribed in my presence this 30th day of November A. D. 1896.

(seal)

L. Piper
Notary Public, in and for said County

To Clerk:

Issue summons for the defendants J. H. Stauter and Mattie H. Stauter to the Sheriff of Union County, Ohio, and for Barbara Huffman to the Sheriff of Clark County, Ohio, returnable according to law. Indorse said writ, "Action for Money and Equitable Relief. Amount claimed Six Hundred Dollars (\$600.00) with interest at the rate of eight per cent per annum payable semi-annually from September 1st, 1892, and for costs." And for the defendant John Harshman, admr. de bonis non of the estate of Catherine Hertzler deceased, to the Sheriff of Clark County Ohio. Indorse said writ, "Action for Equitable relief and judgment, amount claimed \$600.00, with 8 per cent interest per annum payable semi-annually and costs."

W. W. Merchant
Atty for Plff.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 10th day February A.D. 1898, John Cagle file in the Clerk's office of the said Court of Common Pleas, the following Petition against Jacob Schurch et al, to-wit:

Petition
7504

John Cagle
vs
Jacob Schurch
Elizabeth Schurch
Magdalena Woods

Court of Common Pleas
Union County, Ohio.

The plaintiff says:

I. First cause of action: For his first cause of action the said plaintiff says, that on December 22nd 1880, said defendant Jacob Schurch made and delivered to John Moore his certain promissory note of which the following is a copy:

\$155⁰⁰/₁₀₀

December 22nd, 1880.

January 1st, A.D. 1883, after date I promise to pay to pay to the order of John Moore or bearer, One hundred and fifty five Dollars with 6 per cent. interest from January 1st A.D. 1881, Value received.

Jacob Schurch.

Indorsed "Interest paid to Jan. 1st 1883." Fifty Eight Dollars paid Jan. 8, '83."

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

There is due and remaining unpaid upon said note from said defendant Jacob Schurch to said plaintiff the sum of Ninety Seven and 7/100 Dollars with six per cent. interest from January 8th 1883.

II. Second cause of action: For his second cause of action herein the said plaintiff says that on December 22nd 1880, said defendant Jacob Schurch made and delivered to John Moore his certain promissory note of which the following is a copy:

\$155⁰⁰

December 22nd, 1880.

January 1st, A.D. 1884, after date I promise to pay to the order of John Moore or bearer One hundred and fifty five Dollars at with 6 per cent. interest from January 1st A.D. 1881, Value received.

Jacob Schurch

There are no credits on said note.

Said plaintiff is now the legal owner and holder of said note.

There is due and remaining unpaid upon said note from said defendant Jacob Schurch to said plaintiff the sum of One hundred and fifty five Dollars, with six per cent. interest from January 1st 1881.

III. Third cause of action: For his third cause of action herein the said plaintiff says that on December 22nd 1880 the said defendant Jacob Schurch made and delivered to John Moore his certain promissory note of which the following is a copy:

\$155⁰⁰

December 22nd, 1880.

January 1st, A.D. 1885, after date I promise to pay to the order of John Moore or bearer One hundred and fifty five Dollars at with 6 per cent. interest from January 1st A.D. 1881, Value received.

Jacob Schurch

There are no credits on said note.

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Said plaintiff is now the legal owner and holder of said note. There is due and remaining unpaid upon said note from said defendant Jacob Schurch to said plaintiff the sum of one hundred and fifty five Dollars with six per cent interest from January 1st, 1881.

III. Fourth cause of action: For his fourth cause of action herein the plaintiff says that in order to secure the payment of the note set forth in the first, second and third causes of action herein, said defendant Jacob Schurch and Elizabeth Schurch his wife executed and delivered to the said John Moore their certain mortgage deed and thereby conveyed to said John Moore the following premises, viz: Situated in the Virginia Survey No. 9919 in Jackson Township, Union County, Ohio.

Beginning at the S.E. corner of said survey; thence with the east line of said Survey; thence N. 94° W. 95° 00' poles to a stake S.E. corner of Hylas Morris land recently purchased of the grantor herein; thence with said Morris land, south line S. 88° W. 35° 00' poles to a stake; thence S. 94° E. 95° 00' poles to the center of the road to a stake; thence N. 80° 34' E. 35° 00' poles to the place of beginning, containing Twenty one acres of land.

The condition contained in said mortgage was as follows:

"Provided, nevertheless, that whereas the said Jacob Schurch has this day executed four equal promissory - payable to John Moore or bearer made for purchase money on the premises hereinafter described:

- One for One Hundred and fifty five (\$155) dollars due Jan. 1st A.D. 1882.
 - One for One Hundred and fifty five (\$155) dollars due Jan. 1st A.D. 1883.
 - One for One Hundred and fifty five (\$155) dollars due Jan. 1st A.D. 1884.
 - One for One Hundred and fifty five (\$155) dollars due Jan. 1st A.D. 1885.
- Each bearing 6 per cent interest from Jan. 1st A.D. 1881.

Now if said Jacob Schurch or his legal representative shall will and truly pay the above described notes according to the tenor thereof then these presents shall be void.

On the first day of January, 1881, said mortgage was indorsed as follows:

For value received I hereby sell and assign all of my right title and interest in the within mortgage to Bank of Richmond or order.
Witness my hand and seal this 1st day of January 1881.
John H. Moore
made
Attest: Geo. Blinn.

On the 7th day of January 1881, at 11 o'clock A.M. said mortgage was filed for record with the Recorder of Union County, Ohio and was by him duly recorded in Volume 18 page 13 of the Records of Mortgages of said Union County, Ohio.

On June 12th 1887 said mortgage was indorsed as follows:

June 12th, 1887.
Paid of John Engle Three hundred and Ninety Dollars in full payment of this mortgage and hereby transfer this mortgage to him.
B. L. Talmage,
Cashier Bank of Richmond."

The plaintiff is now the legal owner and holder of said mortgage; said Mortgage has become absolute.

There is due and remaining unpaid upon said indebtedness the several amounts set forth in the first, second and third causes of action herein.

On the 22nd day of December, 1884, and after execution and delivery of said notes and mortgage aforesaid said Jacob Schurch and Elizabeth Schurch his wife conveyed said premises by quit claim deed of that date to said defendant Magdalena Wray who was then Magdalena Engle, in trust for herself and the children of Jacob Schurch, to John Engle, Emma Schurch, Jacob Schurch and Katie Schurch and to the

shall unborn in equal share, their heirs and assigns forever (excepting a life estate reserved to both the grantors herein)"

On the 19th day of April, 1881 said deed was filed with the Recorder of said Union County, Ohio, and was by him duly recorded in Volume 51 page 574 of the records of deeds of said Union County, Ohio.

Plaintiff therefore asks that said premises be sold, the said deed to said dependent Magdalena Woods be declared subject to the lien of said mortgage, that proceeds of said sale be applied to the payment of said indebtedness set forth in the first, second and third causes of action herein, and for all other proper relief in the premises.

John M. Brodrick
Attorney for Plaintiff

The State of Ohio, County of Union, ss.

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

John Engle

Sworn to by the said John Engle before me, and signed by him in my presence this 10th day of February 1898.

(seal)
Clerk: I have summoned for the defendants Jacob Schurch and Elizabeth Schurch & Magdalena Woods to the Sheriff of Union County, Ohio, returnable according to law.

Order: Foreclosure of Mortgage, Amount claimed \$407¹² with 6% int. on \$300⁰⁰ from Jan'y '81 and 6% int. on \$97¹² from Jan'y '93.

John M. Brodrick
Attorney for Plaintiff

On the 10th day of February A.D. 1898, the following Summons was issued by the Clerk of the Court, to-wit:

Summons

The State of Ohio, Union County.

To the Sheriff of said County:

You are hereby commanded to notify Jacob Schurch and Elizabeth Schurch that they have been sued by John Engle in the Court of Common Pleas of Union County, and must answer by the 12th day of March 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 21st day of February A.D. 1898.

Witness my hand and the seal of said Court, this 10th day of February A.D. 1898.

(seal)

J. N. Gosnell Clerk
By Geo. A. Gosnell Deputy

On the 19th day of February A.D. 1898, the Sheriff of said County, returned said summons to the Clerk's office in said county, which return is as follows, to-wit:

Sheriff's Return

Summons Fees	\$	65
Serv. Ed. Put.		65
Mileage	9	88
Copies		30
Hotel	3	83

The State of Ohio, Union County.

Received this writ February 11th A.D. 1898, at 8 o'clock A.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to Elizabeth Schurch personally, to Jacob Schurch by leaving a copy at his usual place of residence on February 10th, 1898.

J. Ed. Robinson Sheriff
By Allen Harris Deputy

Summons

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Summons

On the 12th day of February A.D. 1898, the following summons was issued by the Clerk of this Court to-wit:

The State of Ohio, Union County.
To the Sheriff of said County:

You are hereby commanded to notify Magdalena Woods that she has been sued by John Engle in the Court of Common Pleas of Union County, and must answer by the 12th day of March 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 21st day of February A.D. 1898.

Witness my hand and the seal of said Court, this 12th day of February A.D. 1898.

(seal)

J. N. Hosnoll Clerk
By Geo. A. Hosnoll Deputy

I hereby waive the service of the within summons and voluntarily enter my appearance herein this 12th day of February 1898.

Magdalena Woods.

Entry
70-66

On the 4th day of April A.D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

John Engle vs. Jacob Schurch et al
Court of Common Pleas
Union County, Ohio.

And now come the said plaintiff, John Engle by John M. Brodrick, his Attorney, and thereupon this cause came on to be heard upon the petition, and the said defendants, Jacob Schurch, Elizabeth Schurch and Magdalena Woods, Trustees, still failing to demur or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due him by reason of the promise; on consideration whereof the Court find that there is due to the plaintiff from the said Defendant Jacob Schurch on the note and mortgage, in the petition mentioned and set forth, the sum of Eight Hundred and Seventeen Dollars and three cents, and that it is a lien upon the promise; that the deed from said Jacob Schurch and Elizabeth Schurch to Magdalena Woods, then Magdalena Engle, is subsequent to, and subject to the lien of said mortgage.

It is therefore considered, ordered and adjudged, that in case the said defendant, Jacob Schurch fail for three days from this date, to pay to the said plaintiff the said sum of Eight Hundred and Seventeen Dollars and three cents, or as aforesaid found due, and to the Clerk of this Court the costs herein taxed at \$ then that an order issue to the Sheriff of said Union County, Ohio, directing him to cause the lands in the petition described, to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of costs; second in payment of the decree or as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

Order
of
Sale

On the 23rd day of April A.D. 1898, 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 4th day of April, 1898, John Engle obtained a judgment and decree against Jacob Schuroch et al for the sum of Eight Hundred and Seventeen and ²/₁₀₀ Dollars and Costs ^{and} ⁵/₁₀₀ Dollars, costs of suit.

And whereas, it now, then and there, by said Court ordered, adjudged and decreed, that the said Jacob Schuroch, within three days from the 4th day of April, A.D. 1898, pay unto the said John Engle the sum of Eight Hundred and Seventeen and ²/₁₀₀ Dollars with interest from the 4th day of April, 1898, 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 plaintiffs petition, &c.

And whereas the three days aforesaid have fully expired and the said sum of Eight Hundred and Seventeen and ²/₁₀₀ Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record;

We, therefore command you, that you proceed without delay to appraise, advertise and sell, according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in the Virginia Survey No. 9919, in Jackson Township, Union County, Ohio:

Beginning at the S. E. corner of said survey; thence with the east line of said survey N. 94° W. 95⁰⁰/₁₀₀ poles to a stake S. E. corner of Hylas Morris' land recently purchased of the grantor herein; thence with said Morris' land, south line S. 80³/₄° W. 35⁰⁰/₁₀₀ poles to a stake; thence S. 94° E. 95⁰⁰/₁₀₀ poles to the center of the road to a stake; thence N. 80³/₄° E. 35⁰⁰/₁₀₀ poles to the place of beginning, containing Twenty Acre of land.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you 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 Marysville, this 23rd day of April, A.D. 1898.

J. N. Gosnell Clerk

Afterward on the 25th day of May A.D. 1898, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows to-wit:

Sheriff's Return

Sheriff's Fee	8	cts
Service	25	
Levy	25	
Sum Appraisers	1	00
Spreading	25	
Writing Appraisal	25	
Copy of "	25	
Notice to Printer	25	
Writing Notice	25	
Mileage	2	88
Comidage	6	00
Returns	25	
Total	11	88
Appraisers Fee	3	00

The State of Ohio, Union County ss.

In obedience to the command of the Order of sale hereto annexed, I did, on the 26th day of April, 1898, summon W. C. Thomas, John C. Harreman and P. H. Daum 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 afterward on the 26th day of April, A.D. 1898, 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 Eight Hundred and Forty 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 27th day of April, 1898, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and

Sheriff's Sale
7-5-06

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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 28th day of May A.D. 1898, 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 the 28th day of May A.D. 1898, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there came John Engle who bid for the same the sum of Six hundred Dollars and said sum being more than two-thirds of the appraised value thereof, and said John Engle being the highest and best bidder therefor, I then and there public sold and struck off said lands and tenements to him for said sum of Six hundred Dollars.

J. Ed Robinson Sheriff

On the 28th day of May A.D. 1898, the following Proof of Publication was filed, with the Clerk of this Court, to-wit:

Sherriff's Sale
7506

John Engle
vs
Jacob Schorch et al

Court of Common Pleas
Union County, Ohio.

On order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, May 28th 1898, 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 Jackson, County of Union, and state of Ohio, and bounded and described as follows: The Virginia survey No. 9919;

Beginning at the south east corner of said survey; thence with the east line of said survey N. 94° W. 95-00/100 poles to a stake, southeast corner of Hylas Morris land, recently purchased of the grantor herein; thence with said Morris land south line S. 80° 4' W. 35-00/100 poles to a stake; thence S. 94° E. 95-00/100 poles to the center of the road to a stake; thence N. 80° 4' E. 35-00/100 poles to the place of beginning, containing twenty-one acres of land.

Appraised at \$840.
Terms of Sale cash.

J. Ed Robinson, Sheriff
Union County, Ohio.

April 27th, 1898.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks, in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with April 27, 1898.

John H. Shearer

Sworn to and subscribed before me, this 28th day of May, 1898.

J. N. Gosnell Clerk

(seal)
Printers' Fees, \$1.25

On the 5th day of July A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7506

John Engle
vs
Jacob Schorch 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 of the premises heretofore made herein, and the Court having examined the return and proceedings of said Sheriff, and finding the same in all respects in conformity to law and the order of the Court, it is ordered that said sale be, and the same hereby is, approved and confirmed, and the said Sheriff is ordered to convey said premises by a good and sufficient deed to the purchaser thereof, the said plaintiff, John Engle.

It is further ordered that the Sheriff out of the money in his hands pay:

1st - To the Clerk of this Court the costs herein, taxed at \$44.15.

2nd - To the plaintiff the remainder of said proceeds to apply on his decree heretofore rendered.

The said purchaser assures the payment of the taxes on said premises.
Bordrick for Affg.

Attest

J. M. Bosnell Clerk
By J. W. A. Bosnell Deputy.



Cases continued and held at the Court House in Marysville, within and for the County of Lenia, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit: on the 4th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that on the 21st day of May, A.D. 1898, J. J. Priest filed in the Clerk's office of the said Court of Common Pleas, the following petition against C. A. McElroy to-wit:

Petition J. J. Priest vs C. A. McElroy 7534

Court of Common Pleas
Lenia County, Ohio.

The said J. J. Priest plaintiff complains of the said C. A. McElroy defendant for, that the said defendant on the 1st day of April, 1890, at Richmond, Lenia County Ohio, for value received, made his certain promissory note in writing of that date, a true copy of which said promissory note together with all the endorsements thereon are in words and figures following, to-wit:

P. O. - Richmond, County of Lenia, Ohio, April 1st 1890.
Twenty six months after date, we or either of us promise to pay J. J. Priest, or bearer, Two Hundred and Seven and 7/100 Dollars, Value received, with 8 per cent interest after due, and 6 per cent interest before due, interest payable annually.

(signed) C. A. McElroy

Endorsed on the back of the note as follows, to-wit:
One hundred dollars paid on the face of this note on March 20th, 1894.
April 4th, 1894, Received on the within note, \$20.00
April 23rd, 1894, " " " " " \$10.00, there are no other.

And the defendant then and there delivered to the plaintiff said promissory note and thereby promised to pay to said plaintiff or bearer in present six months from the date thereof the sum of Two Hundred and Seven and 7/100 Dollars, with interest thereon, at the rate of 8 per cent after due, and 6 per cent before due,

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interest payable annually, which period has long since elapsed, yet the defendant has not paid said sum of money nor any part thereof, except as above stated to said plaintiff.

And the said plaintiff further says that the full amount of \$190.92 at the rate of 8 per cent per annum payable annually from the 9th day of March, 1895, with the interest is now due thereon, and wholly unpaid and that he has never parted with the ownership of said promissory note, and that he is still the legal owner thereof.

Wherefore said plaintiff prays judgment against said defendant for said sum of \$190.92, with interest thereon at the rate of 8 per cent per annum, interest payable annually from the 9th day of March A.D. 1895.

Robt. McCrory
Attorney for plaintiff.

The State of Ohio, Union County, ss.

Robert McCrory being duly sworn says, that he is the attorney for the said plaintiff in this action, that this action is brought on an instrument of writing for the payment of money only, and that the plaintiff is a resident of said Union County, and that he believes the statements contained in the foregoing petition are true in substance and in fact.

Robt McCrory

Sworn to by said Robert McCrory before me and by him subscribed in my presence this 2nd day of May A.D. 1898.

(seal)

J. N. Gosnell Clerk

Afterwards on the 5th day of July A.D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7th 34

E. J. Priest

vs

E. A. McCrory

Court of Common Pleas

Union County, Ohio.

This day came the plaintiff, by his attorney, and the defendant being in default for answer and demurrer, the Court finds, that the allegations of the petition are proved by him to be true, and that he is indebted to the plaintiff, in the sum of \$196.01, the judgment rendered by said Justice, including the interest at the rate of 8 per cent per annum from May 9th, 1895, to this day.

It is therefore considered by the Court, that the said plaintiff, E. J. Priest, recover from the said defendant E. A. McCrory, the said sum of \$196.01, with interest at the rate of 8 per cent per annum from the 5th day of July, A.D. 1898, together with his costs herein taxed at \$6.00, and his costs by him expended before the J. C. taxed at \$ and execution is awarded.

Attest

J. N. Gosnell Clerk
By J. A. Gosnell Deputy.

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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 Duncan Dow, Judge of said Court of the Term of April, 1898: on the 4th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that on the 21st day of May, A.D. 1898, J. J. Crist filed in the Clerk's office of the said Court of Common Pleas, the following Petition against C. A. McElroy, to-wit:

Petition 7533

J. J. Crist
vs
C. A. McElroy

Court of Common Pleas
Union County, Ohio.

The said J. J. Crist plaintiff herein says that C. A. McElroy defendant herein is indebted to him for this, that the defendant on the first day of April, A.D. 1890, at Richwood, Ohio, for value received, made his certain promissory note of that date, a true copy of which promissory note together with all endorsements thereon are in the words and figures following, to-wit:

\$235.66

O.O. Richwood, County of Union, Ohio, April 1st, 1890.

Eleven months after date, we or either of us promise to pay J. J. Crist, or bearer, Two Hundred and Thirty Five and 66/100 dollars, Value received, with 8 per cent interest after due, and 6 per cent interest before due, Interest payable annually.
(signed) C. A. McElroy.

Endorsed on the back of the note,

October 3rd, 1895, \$200 paid on this note.

March 1st, 1898, Received on the within note \$10.00.

There are no other or further endorsements on said note.

And the defendant then and there delivered to the plaintiff said note and thereby promised to pay to said plaintiff, or bearer, in eleven months from the date, the sum of Two Hundred and Thirty Five and 66/100 dollars, with interest thereon at the rate of six per cent per annum, before due and 8 per cent per annum after due, interest payable annually, which period has long since elapsed, yet the defendant has not paid said sum of money, nor any part thereof, except as above stated, to said plaintiff.

And the said plaintiff further says that the full amount of \$176.62 with interest at the rate of 8 per cent per annum, payable annually, from March 9th, 1898, is now due thereon, and wholly unpaid, and that he has never parted with the ownership of said promissory note, and that he is still the legal owner thereof.

Wherefore said plaintiff prays judgment against said defendant for the sum of \$176.62, with interest at the rate of 8 per cent per annum, payable annually from the 9th day of March, 1898.

Robt. McElroy
Attorney for Plaintiff

The State of Ohio, Union County, ss:

Robert McElroy being duly sworn says that he is the Atty. of the said plaintiff in this action; that this action is brought on an instrument of writing for the payment of money only, that the plaintiff is a non-resident of said Union County, and that he believes the statements contained in the foregoing petition are true in substance and in fact.

Sworn to by said Robert McElroy before me, and by him subscribed in my presence this 21st day of May, A.D. 1898.

(said)

J. W. Gosnell, Clerk of Court.

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Entry 7533
J. J. Crist
vs
C. A. McElroy
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On the 5th day of July A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
 7533
 S. J. Priest
 vs
 C. A. McElroy

Court of Common Pleas, Union County, Ohio.
 Judgment on appeal from W. H. Pence J. P. of
 Washington Township, said County and State.

This day came the plaintiff, by his attorney, and the defendant being in default for answer and demurrer, the Court finds the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff, in the sum of \$181.32, the judgment, including the interest at 8 per cent per annum from March 9th 1898, to this day, rendered by said justice.

It is therefore ordered by the Court, that the plaintiff, S. J. Priest, recover from the defendant, C. A. McElroy, the said sum of \$181.32, with interest at the rate of 8 per cent per annum, payable annually from the 5th day of July A.D. 1898, together with his costs herein expended taxed at \$6.01 and his costs before the J. P. by him expended, total at \$, and execution is awarded.

Attest
 J. M. Gosnell Clerk
 By J. M. Gosnell Deputy.



Cases continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Fox, Judge of said Court, of the Term of April to-wit: on the 4th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that on the 6th day of April A.D. 1898, F. J. Wall filed in the Clerk's office of the said Court of Common Pleas, the following Petition against H. D. Knight et al to-wit:

Petition F. J. Wall }
7532 }
H. D. Knight et al }
Court of Common Pleas
Union County, Ohio.

The plaintiff says that the defendants, on the 3rd day of April, A.D. 1897, executed and delivered to John M. Borodrich, Receiver, in cause No. 7341, entitled J. H. Wall and Almira L. Wall et al vs Susan A. Miller et al, in the Court of Common Pleas of Union County, Ohio, their promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A" and made part of this petition.

The said John M. Borodrich as such Receiver endorsed and delivered said note to the said J. H. Wall, who endorsed and delivered the said note to the plaintiff, who is now the owner and legal holder thereof.

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 Eighty (\$180.00) dollars and no cents, with interest at the rate of Eight per cent per annum, from the 19th day of March A.D. 1895, interest payable annually.

Wherefore plaintiff prays judgment against said defendant for the sum of One Hundred and Eighty Dollars, with interest thereon from the 19th day of March, A.D. 1895, at the rate of Eight per cent per annum payable annually till paid, and for costs of suit.

Porter & Porter
Attorneys for Plaintiff

The State of Ohio, Union County ss.

E. W. Porter 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 truly believes the statements contained in the foregoing petition are true, in substance and in fact.

Sworn to by said E. W. Porter before me, and by him signed in my presence, this 5th day of April, A.D. 1898.

(seal)

J. N. Gosnell Clerk of Courts

"Exhibit A"

\$300.00

Marysville, Ohio, April 3rd, 1897.

March 1st 1895, after date, for value received, we jointly and severally promise to pay John M. Borodrich, Receiver or order, at his office in Marysville, Ohio, Three Hundred Dollars, with interest after due at the rate of Eight per cent per annum payable annually, and we do hereby authorize any Attorney at Law to appear for us in an action on the above note, at any time after said note becomes due, in any Court of record, in or of the State of Ohio, to waive the issuing and service of process against us, and confess a judgment in favor of the legal holder of the above against us for the amount that may then be due

Answer
7532

There is no all errors must be

The State of Ohio
F. J. Wall
vs
H. D. Knight
Susan A. Miller

foregoing hereby I certify the amount of said debt and right

Entry
7532

F. J. Wall
vs
H. D. Knight
Susan A. Miller

and on the by virtue Cause, shown defendant judgment Hundred note, and errors, and

sum of \$300.00 computed herein etc

shown 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.

H. D. Wright (seal)
Hiram Wright (seal)

Answer
7532

The State of Ohio, Kinn County ss.
F. J. Wall

Court of Common Pleas.

H. D. Wright
Hiram Wright

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 Eighty Dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

Robt. McLerny
Attorney for Defendants.

Entry
7532

F. J. Wall
H. D. Wright
Hiram Wright

Judgment Entry.
\$180.00

This day came the plaintiff, by his attorney; also appeared in open Court, for and on behalf of said defendant, Robt. McLerny, 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 Eighty Dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred and Eighty Dollars, being the amount of said note with interest computed at 8 per cent. per annum from the 12th day of March A.D. 1898, and also costs herein expended, taxed at \$4.56

Attest
J. N. Gosnell Clerk
By Geo. A. Gosnell Deputy.

Ocas 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 Duncan Dow, Judge of said Court, of the Term of September, to-wit; on the 6th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 23rd day of July, A.D. 1898, Mary Evans filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Edward D. Evans, to-wit:

Petition Mary Evans vs Edward D. Evans Court of Common Pleas Union County, Ohio.

Mary Evans, the complainant above named says, she is an actual resident of said Union County and that she has been a bona fide resident of Ohio, for more than the year last past; that she and defendant were married to each other on October 17th, 1895 at Richmond, Ohio and that there are no children as the issue of said marriage.

First cause of action.

Plaintiff says she has always conducted herself as a true and faithful wife to the said defendant, but defendant wholly disregarding his duties as a husband has been guilty of extreme cruelty at and toward the plaintiff in this to-wit: The defendant has frequently since the said marriage and constantly during the last year that plaintiff lived with him, well knowing that plaintiff was of a timid nature compelled plaintiff to stay alone at nights when she was in great dread and fear, this defendant would do on purpose to terrify and cause the plaintiff great suffering.

Defendant agreed with plaintiff that in the event of their marriage to each other he would give plaintiff's minor child a home with plaintiff and defendant and also that plaintiff's adult children should have a home with them when they were sick or out of employment all of said agreements defendant has failed to keep, and has quarreled with and driven plaintiff's adult children from plaintiff's and defendant's home and has used harsh and abusive language at and toward plaintiff in connection therewith, all of which was done to cause plaintiff grief.

On November 6th, 1897, defendant called plaintiff vile names and used abusive language toward her and requested her to leave home and defendant has on divers and sundry times prior to said November 6th, 1897, called plaintiff vile names and requested her to leave his house.

Second cause of action.

Defendant has been guilty of gross neglect of duty in staying away at nights when he should have been at home with his family and has willfully neglected and failed to sufficiently provide plaintiff with food and clothing and medical aid.

Defendant is the owner of twenty acres of well improved land in Washington Township, Union County, Ohio, and is a pensioner of the United States at the rate of \$12⁰⁰ per month, and is fully able to provide and care for the plaintiff.

The plaintiff says that during the month of April last the conduct of the defendant became so unbecomable by reason of his cruelty and neglect herein set forth that plaintiff took her minor daughter and went to live in Taylor Township in said County, where plaintiff owns a small tract of land, where she has ever since resided; at the time plaintiff left defendant she was in poor health and it was necessary for to have proper care and treatment which defendant would not give her.

Wherefore the plaintiff prays that she may be divorced from the defendant and that she be restored to her former name of Webb, and for other and

Further State her of Clerk the Clerk To the filed in of Ohio, charging and for ensuing, said to-wit: The Sheriff's Service Copy Mileage Return with the Mary Co vs Edward defendant the Court been a p

Further relief as in equity she may be entitled to,

State of Ohio, Union County, ss.

J. L. Joliffe, Atty. for Plaintiff.

Mary Evans being duly sworn says the facts stated in her foregoing petition are true.

Sworn to and subscribed in my presence this 15th day of July, 1895.

Mary Evans.

W. Crawford

Notary Public

(seal)

Clerk:

Issue summons and copy of petition to Sheriff of Union County.

J. L. Joliffe, Atty. for Plff.

Summons

On the 23rd day of July A. D. 1895, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of Union County:

You are commanded to notify Edward D. Evans that Mary Evans has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with cruelty and neglect, and asking that she be divorced from him, and for other proper relief.

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

You will make due return of this summons on the 1st day of August, A. D. 1895.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville, this 23rd day of July A. D. 1895.

(seal)

J. R. Gosnell Clerk of Courts.

On the 26th day of July A. D. 1895, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows to-wit:

The State of Ohio, Union County, ss.

Sheriff's Fee	\$	45
Service		15
Copy		5
Mileage		12
Return		25
Total		97

Received 5 o'clock P. M. on the 23rd day of July A. D. 1895, and on the 26th day of July, A. D. 1895, I served the same by leaving at the usual place of residence of Edward D. Evans, a true copy thereof together with a copy of the petition thereof.

J. Ed Robinson

Sheriff

Sheriff's Return

Entry 7-5-9

Mary Evans

vs Edward D. Evans

Court of Common Pleas Union County, Ohio.

And now comes the plaintiff, by J. L. Joliffe 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 preceding the same, and was at

that time a bona fide resident of this County of Minn and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of Extreme Cruelty and gross neglect of duty, 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 Mary Evans and Edward D. Evans be, and the same hereby is dissolved, and both parties are released from the obligations of the same, and plaintiff restored to her former name of Webb.

It is further considered by the Court, that the said plaintiff pay the costs of this prosecution.

Attest
J. N. Rosnell Clerk
By J. W. A. Rosnell Deputy.

Pleas continued and held at the Court House in Mayfield, within and for the County of Minn, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, W-mit, on the 6th day of September, in the year of our Lord One Thousand Eight Hundred and Ninety eight.

Be it remembered that heretofore, W-mit on the 27th day of December, A.D. 1897, Clark Spurgeon filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against John Pfarr et al, W-mit:

Petition
7476
Clark Spurgeon

Court of Common Pleas
Minn County, Ohio.

John Pfarr and
Dora Pfarr and
Kunnsal Pfarr.

The plaintiff says the defendants unlawfully detain from the plaintiff the following goods and chattels of the plaintiff, one horse whited Border truck.

Defendant retained said goods and chattels before the commencement of this action for space of ten days, to his damage of \$10⁰⁰.

This action came into this Court by appeal from the docket of Esq. W. M. Brown, Justice of the Peace of Dover Township, Minn County, Ohio.

The plaintiff therefore prays for judgment against the defendants for the recovery of possession of said property and for the sum of (\$10⁰⁰) Ten Dollars, his damage herein.

J. M. Kennedy
Attorney for Plaintiff

The State of Ohio, Minn County, ss.

Clark Spurgeon being first duly sworn says that the facts and allegations of the foregoing Petition are as he believes, true.

Sworn to and subscribed before me by said Clark Spurgeon this 27th day of December, A.D. 1898.

A. H. Kalleprath, Justice of Peace.

Affidavit
in Replevin

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Affidavit
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7476

On the 27th day of December A.D. 1897, the following Affidavit was filed with the Clerk of this Court, to-wit:

Clark Spurgern
vs
John O'farr and
Dorado O'farr
Court of Common Pleas
Winn County, Ohio.

The State of Ohio, Winn County, ss.

Clark Spurgern being duly sworn deposes and says as follows:

That he is the owner of the following described property; that he is entitled to the immediate possession of said property, to-wit: one horse white Binder Trunk, and at the commencement of this action said property was wrongfully detained by one John O'farr and Dorado O'farr; that said property was not taken on execution or any judgment or order against this deponent or for the payment of any tax, fine or assessment assessed against him or by virtue of any order of delivery issued in replevin, or any process or final process issued against the deponent, and further deponent saith not.

Sworn to and subscribed by the said Clark Spurgern before me, this 27th day of December A.D. 1897.

Clark Spurgern
A. H. Kellegrath
Justice of the Peace.

Demurrer

7476

On the 11th day of July A.D. 1898, the following Demurrer was filed with the Clerk of this Court, to-wit:

Clark Spurgern
vs
John O'farr et al
Court of Common Pleas
Winn County, Ohio.

The defendants demur to the petition of plaintiff herein filed, and for ground of demurrer say, that said petition does not state facts sufficient to constitute a cause of action against the defendants, or either of them.

John O'farr
Dorado O'farr et al
Honored O'farr, by
F. A. Thompson, Clerk of Court
their Attorneys.

Entry

7476

On the 5th day of July A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Clark Spurgern
vs
John O'farr et al
Court of Common Pleas
Winn County, Ohio.

This day the defendants asked and obtained leave to withdraw their answer and file a general demurrer to the petition of plaintiff, and leave was granted to file said demurrer in 30 days and cause continued.

F. A. Thompson et al
Clerk of Court
Atty. for Defs.

Answer
7476

On the 6th day of September A.D. 1895, the following answer was re-filed with the Clerk of this Court, to-wit:

Clark Spurgern
vs
John O'Farr and
Dora O'Farr and
Howard O'Farr

Court of Common Pleas
Union County, Ohio.

The defendant come and for answer to plaintiffs petition, denies each and every allegation therein contained.

F. A. Thompson, Doctor & Doctor
Atty. for Defendant

The State of Ohio, Union County, ss.

I, John O'Farr, one of the defendants in the above entitled action, do solemnly swear that I believe the facts stated in the foregoing answer to be true.

John O'Farr

Sworn to before me and subscribed in my presence this 11th day of January A.D. 1895.

(seal)

Robt M. Brown
Notary Public, Union Co. O.

Amended
Petition
7476

On the 6th day of September A.D. 1895, the following Amended Petition was filed with the Clerk of this Court, to-wit:

Clark Spurgern
vs
John O'Farr,
Dora O'Farr and
Howard O'Farr

Court of Common Pleas
Union County, Ohio.

The said plaintiff, Clark Spurgern for cause of action against defendant John O'Farr, Dora O'Farr and Howard O'Farr, says that he is the general owner of the following goods and chattels, and entitled to immediate possession thereof to-wit: one three wheeled binder truck.

He further says that the said defendants wrongfully detained in their possession from the plaintiff all the said goods and chattels for the space of ten days next before the commencement of this action and wholly deprived the plaintiff of all use and benefit thereof during all of said time to the plaintiffs damage in the sum of \$10⁰⁰.

This action came into this Court by appeal from the docket of Casp. H. M. Brown, Justice of the Peace, Dover Township, Union County, Ohio.

The plaintiff therefore asks for an order of delivery to him from the defendants according to the Statute in such case made and provided, and for judgment against the defendant for such wrongful detention in the sum of \$10⁰⁰ and for all relief to the plaintiff by reason of the premises he may be entitled.

J. M. Kennedy
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Clark Spurgern being first duly sworn says the facts and allegations of the foregoing petition are true, as he truly believes,
Clark Spurgern

29th day

Entry
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vs
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vs
John O'Farr

Court for
at 5th day

defendant

Spoken to and subscribed by the said Clark Spurgem this 29th day of Sept. A. D. 1898.

A. H. Holloprath
Justice of the Peace.

Entry
7476

On the 30th day of September A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Clark Spurgem
vs
John O'Farrell et al
Court of Common Pleas
Union County, Ohio.

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

(1) W. P. Rayl, (2) J. G. Jenkins, (3) Frank Scott, (4) Miles N. Kirk, (5) J. F. Spain, (6) John Wiley, (7) L. W. McAllister, (8) W. D. Blue, (9) Walter G. Balis, (10) Cal. H. Combs, (11) S. B. Lullough, (12) Jeff Richie, who were duly impaneled and sworn according to law, and after hearing the evidence, argument of counsel and the charge of the Court, the said jury retired to their room in charge of the Sheriff for deliberation.

And now comes the said jury into open Court with their verdict in writing, signed by their foreman and says:

We the jury find that the right of property and possession in the goods and chattels in plaintiffs petition when this suit was commenced was in the plaintiff, and assess his damages in the premises at five cents.

Walter G. Balis, Foreman.

Entry
7476

On the 6th day of October A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Clark Spurgem
vs
John O'Farrell et al
Court of Common Pleas
Union County, Ohio.

The jury in this action having heretofore, at a former day of this Court found on the hearing and evidence for the plaintiff and assessed his damages at 5 cents.

It is therefore considered by the Court that the said plaintiff recover of the defendant his damages so assessed together with his costs herein expended taxed at \$

Attest

J. N. Gosnell Clerk
By J. M. D. Gosnell Deputy.



Oleas 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 Duncan Dow, Judge of said Court, of the Term of September, to-wit: on the 6th day of September in the year of our Lord One thousand Eight hundred and Ninety Eight.

Be it remembered that hereoford to-wit, on the 1st day of August A.D. 1898, Anna Thompson filed in the Clerk's office of the said Court of Common Pleas, the following Petition against John F. Thompson, to-wit:

Petition
7563

Anna Thompson
vs
John F. Thompson
County of Union, Ohio.

First - The plaintiff alleges, that she is a bona fide resident of Union County, Ohio, and has been a resident of said County for more than one year last past.

Second - That on the 14th day of April, 1898, at Liberty Township in the State of Ohio, she was married to the defendant and has ever since conducted herself toward said defendant as a faithful, chaste and obedient wife.

Third - The defendant disregarding his duties as a husband, on the 28th day of August, 1898, willfully deserted the plaintiff, and for more than three years last past has been willfully absent from her without a reasonable or just cause.

Fourth - The said defendant has never at any time done anything towards supporting her and her child, that she has had to, with the aid of her parents, support herself and child during the three years last past.

The plaintiff therefore prays that she may be divorced from said defendant, and that she may have such other relief as equity may require.

Anna Thompson by her
Attorney, F. A. Thompson.

State of Ohio, Union County, ss.

Before me a Notary Public in and for said County came Anna Thompson, who being duly sworn according to law, says the facts and allegations in the foregoing petition are true as she truly believes.

Sworn to and subscribed in my presence this 30 day of July, 1898.

James B. Cole
Notary Public.

To the Clerk:

Receipt

Issue summons against the defendant, directed to the Sheriff of Union County, Ohio, returnable according to law.

F. A. Thompson
Attorney for Plaintiff

Summons

On the 1st day of August A.D. 1898, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.
To the Sheriff of Union County:

You are commanded to notify John F. Thompson that Anna Thompson 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.

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

You will make due return of this summons on the 10th day of August A.D. 1898.

(seal) Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 12th day of August A.D. 1898.

J. N. Gosnell Clerk

Afterward on the 8th day of August A.D. 1898, the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows, to-wit:

Sheriff's Return

Deputy's Fees	5	cts
Service	60	
Copy	15	
Mileage	1	92
Return		25
Total	2	97

Received & Clerk A. H. on the 2nd day of August A.D. 1898, and on the 6th day of August A.D. 1898, I served the same by leaving at the usual place of residence of John F. Thompson a true copy thereof together with a copy of the petition thereof.

J. Ted Robinson Sheriff

By Allen Harris Deputy

On the 6th day of October A.D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7563

Anna Thompson

Court of Common Pleas
Union County, Ohio.

vs
John F. Thompson

This cause came on this day to be heard on the petition of plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find defendant in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and wilful absence from 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 Anna Thompson and John F. Thompson be, and the same is hereby dissolved, and both parties are released from the obligation of the same, and the plaintiff receive a decree of divorce, and plaintiff also pay costs.

F. A. Thompson
Attorney for Plaintiff.

Attest

J. N. Gosnell Clerk
By J. A. Gosnell Deputy.

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Cases continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncun Dow, Judge of said Court, of the Term of September, to-wit; on the 6th day of September, in the year of our Lord One thousand Eight hundred and Ninety Eight.

Be it remembered that before to-wit, on the 30th day of July A.D. 1898, Mary Hunt filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Emory Lane Hunt to-wit:

Petition
7562

Mary Hunt
vs
Emory Lane Hunt
Court of Common Pleas
Union County Ohio.

The plaintiff says, on or about the First day of October A.D. 1880, she married one Filmore Hunt, who departed this life on or about the 20th day of December, A.D. 1897.

The said Filmore Hunt, her late husband, during her coverture with him, was seized of an estate of inheritance in the following described real estate situate in the County of Union, in the State of Ohio, and bounded and described as follows, to-wit:

Beginning at a stone S.W. corner to the following described tract of land and N.W. corner to Dennis Survey No. 11012; thence with said Survey line S. 60 deg. 45 min. E. 58 1/2 poles to a stone corner to Rufus Andrews' land; thence with this line N. 2 deg. 30 min. E. 64 1/2 poles to the center of the post road; thence with one of John Baileys Lines N. 3 deg. 30 min. E. 131 poles to a stone; thence with another of his lines N. 78 deg. W. 51 1/2 poles to a stake 13 feet in the Unionville pike; thence with said pike S. 3 deg. 30 min. W. 170 poles and two links to the place of beginning, containing Fifty Nine and one half acres, more or less, and being the same land conveyed to Rufus Andrews by A. H. Winston February 11th, 1881.

Also another tract or parcel of land, situate in the County of Madison, in the State of Ohio, and in the Virginia Military District, and bounded and described as follows, to-wit:

Beginning at a Burr Oak and stone, thence South 63 deg. East 167 poles to a stake; thence South 80 1/2 deg. East 82 poles to a stake; thence South 25 deg. West 157 poles to a stone; thence South 86 1/4 deg. West, 18 poles to two Burr-Oaks; thence North 5 1/2 deg. West 69 poles to two Burr-Oaks; thence North 42 deg. West 115 1/2 poles to a Burr-Oak; thence North 16 3/4 deg. East 105 1/2 poles to Burr-Oak and stone, the place of beginning, containing One hundred and Sixty Four (164) acres two (2) rods and sixteen (16) perches; being part of Surveys numbers 6965, 10700, 12134, 12135, 12136, 12137, 12138.

The defendant, Emory Lane Hunt claims to hold the estate of the said Filmore Hunt in said premises.

The plaintiff prays that her reasonable dower in said premises may be decreed to her, and an assignment thereof made and such other relief as is proper.

L. Piper
Attorney for Plaintiff.

State of Ohio, Union County, ss.

Mary Hunt being duly sworn according to law, says that the facts stated and the allegations in her foregoing petition, are as she really believes true.

Sworn to before me, by Mary Hunt, and by her substitute in my presence this 29th day of July A.D. 1898.

(seal)

Mary Hunt
Ezra Pitcher
Notary Public

Receipt

To Clerk
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Receipt

To Clerk:
 Issue summons to the Sheriff of Union County, Ohio, for the defendant Emory Lane Hunt, a minor under fourteen years of age, returnable according to law; Endorse, Petition for assignment of Dower
 L. Piper
 Attorney for Plaintiff.

Summons.

On the 30th day of July, A.D. 1898, the following summons was issued to the Sheriff of Union County, to-wit:
 The State of Ohio, Union County.
 To the Sheriff of Union County:
 You are hereby commanded to notify Emory Lane Hunt, a minor under the age of fourteen years, that he has been sued by Mary Hunt, in the Court of Common Pleas of Union County, and must answer by the 27th day of August 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 8th day of August, A.D. 1898.
 Witness my hand and the seal of said Court, this 30th day of July A.D. 1898.
 J. N. Gosnell, Clerk.

Sheriff's Return

Afterward on the 3rd day of August A.D. 1898, the following return was made by the Sheriff of said County, to-wit:
 The State of Ohio, Union County, ss.
 Received this writ July 30th A.D. 1898, at 9 o'clock A.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to Emory Lane Hunt, personally; Emory Lane Hunt being a minor under the age of 14 years and having no father or guardian, a copy was handed to his mother, Mary Hunt, personally, under whose care he now is, on August 2nd, 1898.
 J. Ed Robinson, Sheriff.

Sheriff's Fees	\$	65
Service & Return		65
Mileage	1	76
Copies		30
Total	2	71

Entry 7562

On the 7th day of September A.D. 1898, the following entry was filed with the Clerk of this Court, to-wit:
 Mary Hunt
 vs
 Emory Lane Hunt
 Court of Common Pleas
 Union County, Ohio.
 And now this cause coming on to be heard upon the petition and evidence, the Court find that the defendant has been duly served with summons herein and is in default for answer.
 The Court further find that the said Filmore Hunt was, in his life time seized in fee simple of the real estate and premises described in the petition and that the plaintiff is the widow of the said Filmore Hunt deceased; and that she is entitled to have her dower in said premises assigned and set off to her as prayed in her said petition.
 It is therefore ordered, adjudged and decreed by the Court, that the said plaintiff be endowed of one full equal third part of the premises in the petition described and that a writ issue to the Sheriff of Union County commanding him that by the oaths of Elliott Young, Frank Andrews and Emanuel Rauech, three judicious, disinterested men of the vicinity, in said County, who are not of

him to either of the parties, and who are hereby appointed commissioners for that purpose, they cause to be set off and assigned the above to said plaintiff, in the manner as above ordered.

And of such proceedings together with the said commissioners appraisement of the yearly net value of said real estate, estimated from 1st day of April A.D. 1898 to the day of such assignment of above, the said Commissioners and the said Sheriff make return without unnecessary delay.

On the 9th day of September A.D. 1898, the following Writ of Dower was issued by the Clerk of this Court, to-wit:

Writ of Dower

The State of Ohio, Linn County, ss.
To the Sheriff of said County, Greeting:

We command you, that without delay, by the oaths of Elliott Young, Frank Andrews and Emanuel Rausch, you cause to be set off and assigned to Mary Hunt, widow of Filmore Hunt, late of said County, deceased, one full equal third part of the following real estate, situate in the County of Linn, in the State of Ohio, and bounded and described as follows, to-wit:

Beginning at a stone S. W. corner to the following described tract of land and N. W. corner to Dennis Survey No. 11012; thence with said survey line S. 60 deg. 45 min. E. 58 1/2 poles to a stone corner to Rufus Andrews land; thence with his line N. 2 deg. 30 min. E. 64 1/2 poles to the center of the Post Road; thence with one of John Baileys lines N. 3 deg. 30 min. E. 131 poles to a stone; thence with another of his lines N. 75 deg. W. 57 1/2 poles to a stake 13 feet in the Linnville pike; thence with said pike S. 3 deg. 30 min. W. 170 poles and two links to the place of beginning, containing Fifty Nine and one half acres, more or less, and being the same land conveyed to Rufus Andrews by A. K. Winchman, Feb. 11th, 1851.

Also another tract or parcel of land situated in the County of Madison, in the State of Ohio, and in the Virginia Military District, and bounded and described as follows, - to-wit:

Beginning at a Burr-oak and stone, thence S. 63 deg. E. 167 poles to a stake, thence S. 80 1/2 deg. E. 32 poles to a stake; thence S. 25 deg. W. 157 poles to a stone; thence S. 86 1/4 deg. W. 18 poles to two Burr-oaks; thence N. 54 1/2 deg. W. 69 poles to two Burr-oaks; thence N. 42 deg. W. 115 1/2 poles to a Burr-oak; thence N. 16 1/4 deg. E. 125 1/2 poles to Burr-oak and stone, the place of beginning, containing One Hundred and Sixty Four (164) acres, two (2) rods and Sixteen (16) perches; being part of Survey numbers, 6965, 10700, 12134, 12135, 12136, 12137, 12138, in pursuance of an order made in the Court of Common Pleas within and for said County, in a certain Petition for Dower, wherein the said Mary Hunt Petitioner, and Emory Lane Hunt respondent, and that in like manner by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises, you distinctly certify under your hand to our said Court forthwith; and have you then and there this writ.

Witness my name, and the seal of the said Court, this 9th day of September A.D. 1898.

(seal)

J. N. Grinnell Clerk

By J. W. A. Grinnell Deputy Clerk

On the 27th day of September A.D. 1898, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sheriff's Fees	\$	cts
Service	25	
Mileage	1	92
Executing Writ	1	00

Sheriff's Return

As commanded by this writ, I have, by the oaths of Elliott Young, Frank Andrews and Emanuel Rausch, three judicials, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the

Incarried Report Return

Commissioner Elliott Young Frank Andrews Emanuel Rausch

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Entry 75-62

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Approved

Increasing Com.	25
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Return	25
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Elliott Young	1 00
Frank Andrews	1 00
Emanuel Rausch	1 00
Total	3 00

within named Mary Hunt as her dower estate, so much of the within described land and increments as is contained in the following bond acries, to-wit:

Beginning at a stone S. W. corner to the following described tract of land and N. W. corner to Dennis Survey No. 11012; thence with said survey line S. 60 deg. 45 min. E. 58 1/3 poles to a stone corner to Rufus Andrews land; thence with his line N. 2 deg. 30 min. E. 64 1/2 poles to the center of the Post Road; thence with one of John Bailey's lines N. 3 deg. 30 min. E. 131 poles to a stone; thence another of his lines N. 75 deg. W. 51 1/2 poles to a stake 13 feet in the Unionville pike; thence with said pike S. 3 deg. 30 min. W. 170 poles and two links to the place of beginning, containing Fifty Nine and one half acres more or less, and being the same land conveyed to Rufus Andrews by A. H. Winston, Feb. 11th, 1851.

Elliott Young
Frank Andrews
Emanuel Rausch } Commissioners.

Given under my hand, this 27th day of September, A. D. 1895.

J. Ed Robinson, Sheriff.

On the 27th day of September A. D. 1895, the following entry was filed with the Clerk of this Court, to-wit:

Mary Hunt, Plaintiff
vs
Emanuel Rausch Defendant

Court of Common Pleas
Union County, Ohio.
Entry- Confirmation of report on assignment of Dower.

Entry
7562

This day two cases came on for hearing upon the return of the Sheriff and the Commissioners herein, of their proceedings in the assignment of Dower under the former order of this Court, and on motion to confirm the same.

And the Court being fully advised in the premises, find said proceedings and assignment in all respects correct and in conformity to law, and hereby approve and confirm the same.

It is therefore ordered and decreed that the said Mary Hunt have and possess the lands so assigned, to-wit:

Situate in the County of Union, in the State of Ohio, and bounded and described as follows, to-wit:

Beginning at a stone S. W. corner to the following described tract of land and N. W. corner to Dennis Survey No. 11012; thence with said survey line S. 60 deg. 45 min. E. 58 1/3 poles to a stone corner to Rufus Andrews land; thence with his line N. 2 deg. 30 min. E. 64 1/2 poles to the center of the post road; thence with one of Bailey's lines N. 3 deg. 30 min. E. 131 poles to a stone; thence with another of his lines N. 75 deg. W. 51 1/2 poles to a stake 13 feet in the Unionville pike; thence with said pike S. 3 deg. 30 min. W. 170 poles and two links to the place of beginning, containing Fifty Nine and one half acres more or less, and being the same land conveyed to Rufus Andrews by A. H. Winston, Feb. 11th, 1851.

It is further by the Court ordered that the plaintiff pay one third of the costs and the defendant pay the balance of said costs, to-wit, the remaining two thirds of the costs in the above entitled cause, taxed to \$17.91.

L. Piper,
Atty for Opp.

Approved, J. Dow, Judge
Attest, N. Osnell Clerk
By J. A. Osnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Deyean Den, Judge of said Court, of the Term of September, to-wit: on the 6th day of September, in the year of our Lord one thousand eight hundred and Ninety eight.

Be it remembered that herebefore to-wit, on the 15th day of April A.D. 1898, Caroline N. Chase, filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Maggie C. Gill et al to-wit:

Petition
7586

Caroline N. Chase

Court of Common Pleas
Union County, Ohio.

Maggie C. Gill, J. L. Gill,
her husband, L. A. Smith,
E. B. F. Wallingford, T. P. H. Owen and Thomas B. Graham
Ed. Alexander Owen.

I. For cause of action this plaintiff Caroline N. Chase says on the 31st of August, 1893, last, Julius Pedrazzoli as part payment of purchase money for tract of land hereinafter described took from the defendants Maggie C. Gill and J. L. Gill, three promissory notes all made to the order of Julius Pedrazzoli of which the following are true copies with all indorsements thereon:

\$200.00

Richmond O. Aug. 31, 1893.

On April 1, 1893, we promise to pay to the order of Julius Pedrazzoli Two Hundred Dollars at 55 E. Second St. Cincinnati, Ohio, with interest at 6% per annum from September 1, 1893. Value received.

Maggie C. Gill
J. L. Gill

Endorsed - Pay the within note to Caroline N. Chase or order.

Julius Pedrazzoli

\$200.00

Richmond O. August 31, 1893.

On April 1, 1893, we promise to pay to the order of Julius Pedrazzoli Two Hundred Dollars at 55 E. Second St. Cincinnati, Ohio, with interest at 6% per annum from September 1, 1893. Value received.

Maggie C. Gill
J. L. Gill

Endorsed - Pay the within note to Caroline N. Chase or order.

Julius Pedrazzoli

\$340.95

Richmond O., August 31, 1893.

On April 1, 1900, we promise to pay to the order of Julius Pedrazzoli Two Hundred and Forty and 95/100 Dollars at 55 E. Second St. Cincinnati, Ohio, with interest at 6% per annum from September 1, 1893. Value received.

Maggie C. Gill
J. L. Gill

Endorsed. Pay the within note to Caroline N. Chase or order.

Julius Pedrazzoli.

That afterwards for value received Julius Pedrazzoli assigned and transferred said notes to the plaintiff Caroline N. Chase.

This plaintiff further says that at the time of the execution of the notes above set forth and to secure the payment of the same and the money stated therein, the defendants, Maggie C. Gill and J. L. Gill, her husband, executed and delivered to Julius Pedrazzoli their certain mortgage due conveying to Julius Pedrazzoli, his heirs

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and assigns, the following described real estate, situate in the state of Ohio, County of
Union and incorporated village of Richmond being in lots One hundred and three (103)
and one hundred and four (104) in said incorporated village of Richmond: Said lots front
ing on west side of Franklin Street, all recorded plat of said incorporated village for
more particular description.

That at the time Julius Pedrazzoli assigned and transferred to the plaintiff
the note above described, he likewise assigned and transferred to her this mortgage.

That this mortgage contained in substance the following conditions;
that if the defendants Maggie E. Gill and J. S. Gill paid or caused to be paid the said
promissory note and the interest thereon at respective maturity, then the mortgage was
to be void, otherwise to remain in full force.

It was also provided that said defendants should promptly pay all taxes,
assessments and insurance premiums and that they should keep the premises in-
sured; that upon failure of these defendants Maggie E. Gill and J. S. Gill to pay the in-
terest on the note herein or to pay any of the note at respective maturity, or upon non-
payment of taxes or insurance premiums in either or all such cases, the principal
note, together with interest therein to time of breach, shall immediately become due,
payable and collectable by the holder thereof and the same may be immediately enforced
by suit at law or proceedings to foreclose this mortgage.

This plaintiff further says that these defendants have broken nearly all
of the conditions above set forth in that they have wholly failed and neglected to pay
any of the interest annually due on the above described note, have failed and neglected to
pay the note above described due April 1, 1898, and have failed and neglected to keep the
premises insured and to pay the insurance premiums; that by reason of said non-
payment of the note, interest and insurance premiums, said mortgage deed has
become absolute and said note have become due and payable.

And that there is now due to the plaintiff, through the sum of Six Hun-
dred and Forty Two Dollars, with interest at 6% from September 1, 1898.

That on the 1st of September, 1898, at 8.35 A.M. said mortgage deed
was delivered to the Recorder of Union County, Ohio, for record and was by him duly
recorded on said day in Mortgage Book 32, page 281 of Records of Union County, Ohio.

This plaintiff says that the defendants L. A. Smith and B. T. Wallingford
claim to have some interest in said property by virtue of interest in this
and other mortgages and deeds conveying to said Crown said lands after the execution of
said mortgage.

Wherefore the plaintiff prays that these defendants be made parties and be
required to be set up by answer what claim, if any, they have on and to the premises herein.

Wherefore the plaintiff prays that an account may be taken of the amount due
her on said note and mortgage, that the mortgage deed may be foreclosed, that the premises
may be ordered to be sold free from the claims of any and all defendants, that the proceeds
applied in payment of the amount due the plaintiff and execution awarded for any defici-
ency and for costs and for all necessary and proper relief.

Mat B. May
Attorney for Plaintiff

State of Ohio, County of Hamilton, ss.

Caroline N. Chase, being first duly sworn says on oath
that she is the plaintiff herein, and that the facts stated in the foregoing petition are
true as she verily believes.

Caroline N. Chase

Shown to and subscribed before me this 19th day of April, 1898.

Henry P. Kaufman

Notary Public, Hamilton County, Ohio.

Clerk

Issue Summons on the Petition in the above case to the Sheriff of Union County, for Thomas B. Graham and to the Sheriff of Hardin County, for Maggie E. Hill and L. A. Hill and B. F. Wallingford and to the Sheriff of Allen County for Lephia Owen, returnable according to law - "Endorse 'Action to foreclose mortgage'."

Wm. B. May & D. W. Byers
Attorneys for Plaintiffs

On the 2nd day of April A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Thomas B. Graham that he has been sued by Caroline N. Chase in the Court of Common Pleas of Union County, and must answer by the 21st 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 2nd day of May, A. D. 1898.

Witness my hand and the seal of said Court, this 21st day of April A.D. 1898.

(seal)

J. N. Gurnell Clerk

Afterward on the 23rd day of April A.D. 1898, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows to-wit:

Sheriff's Fee	8	20
Service & Return		50
Mileage	3	50
Copies		15
Total	3	21

The State of Ohio, Union County.

Received this writ April 21st A.D. 1898 at 5 O'Clock P. M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to Thos. B. Graham personally on April 22nd, 1898.

J. Ed. Robinson Sheriff.

On the 2nd day of April A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.

To the Sheriff of Hardin County:

You are hereby commanded to notify Maggie E. Hill, L. A. Hill and B. F. Wallingford that they have been sued by Caroline N. Chase in the Court of Common Pleas of Union County, and must answer by the 21st 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 2nd day of May A.D. 1898.

Witness my hand and the seal of said Court, this 21st day of April A.D. 1898.

(seal)

J. N. Gurnell Clerk

Sheriff's Fee	20
Service & Return	85
Mileage	15
Copies	75
Total	\$ 1 75

The State of Ohio, Hardin County.

Received this writ April 22nd A.D. 1898, at 9 O'Clock A. M. and served same by handing to the within named Maggie E. Hill and B. F. Wallingford and by leaving at the residence of L. A. Hill, he being absent from home at the time of service, a true

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L. A. Amelby Sheriff
By F. W. Morrison Deputy.

Summons

On the 21st day of April A. D. 1895, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.
To the Sheriff of Allen County:

You are hereby commanded to notify Zepha Owens and Alexander Owens, that they have been sued by Caroline N. Chase in the Court of Common Pleas of Union County, and must answer by the 21st 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 24th day of May A. D. 1895.

Witness my hand and the seal of said Court, this 21st day of April A. D. 1895.

(seal)

J. N. Grunell Clerk

Afterward on the 25th day of April A. D. 1895, the Sheriff of Allen County returned said summons to the Clerk of said Union County which return is as follows, to-wit:

Sheriff's Return

Sheriff's Fees	etc	The State of Ohio, Allen County.
Service & Return	50	
Additional Dfts	15	
Mileage	64	
Copy	48	
Dre Cost.	15	
Total	\$1 92	

Received this writ April 22nd A. D. 1895, at 11²⁵ o'clock A. M. and served same by handing a true and certified copy of this writ with all the endorsements thereon to the within named defendant Alexander Owens, and on the same day I left a like copy of this writ at the usual place of residence of the within named defendant Zepha Owens.

C. A. Bryant, Sheriff of Allen Co. O.
By J. B. Bryant, Deputy Sheriff.

Answer and Cross-Petition of L. A. Smith

On the 15th day of April A. D. 1895, the following Answer and Cross-petition was filed with the Clerk of this Court, to-wit:

Caroline N. Chase
vs
Maggie C. Gill, J. A. Gill,
and L. A. Smith
and others.

Court of Common Pleas
Union County, Ohio.

Now comes L. A. Smith one of the defendants herein and praying issuing of permissive venire his appearance herein, and for answer to the plaintiffs petition says that on August 31, 1893 last, the defendants Maggie C. Gill and J. A. Gill made and executed their two promissory notes to the order of Julius Pedrazzoli in part payment of the purchase money of the property described in the plaintiffs petition, of which the following are true copies of said notes with all credits and endorsements thereon:

"\$200.00
Richwood O. Aug. 31, 1893.
On April 1, 1896, we promise to pay to the order of Julius Pedrazzoli Two Hundred Dollars at 50 C. Second St. Cincinnati, Ohio, with interest at 6% per annum from September 1, 1893.

Maggie C. Gill
J. A. Gill

Endorsed Julius Pedrazzoli, pay to the order of L. A. Smith Burnheim, Buxinger & Co. April 11, 1896, paid interest for two years, seven months from Sept. 1, 1893

To April 1, 1896, - \$31.00. May 15, 1897 paid interest from April 1, 1896 to April 1, 1897, - \$13.00." \$200.00

Richmond O. August 31, 1893.

On April 1, 1897, we promise to pay to the order of Julius Pedrazzoli Two Hundred Dollars, at 55 Second St. Cincinnati, Ohio, with interest at 6% per annum from September 1, 1893. Value Received.

Maggie C. Gill
J. S. Gill

Endorsed Julius Pedrazzoli, pay to the order of L. A. Smith, Bernheim, Remington & Co. May 15, 1897, paid interest from Sept. 1, 1893 to April 1, 1897, - \$43.00."

That afterward for value received Julius Pedrazzoli assigned and transferred said note to Bernheim, Remington & Co. and Bernheim Remington & Co. assigned and transferred said note to this defendant L. A. Smith.

This defendant further answering says that at the time of the execution of said note above set forth and to secure the payment of the same and the money stated therein, the defendants Maggie C. Gill and J. S. Gill, her husband, executed and delivered to Julius Pedrazzoli their certain mortgage deed conveying to Julius Pedrazzoli, his heirs and assigns, the following described real estate situated in the State of Ohio, County of Union and incorporated village of Richmond, being on Lots One Hundred and Three (103) and One Hundred and Four (104), in said incorporated Village of Richmond, said lots fronting on west side of Franklin Street, see recorded plat of said incorporated village for more particular description.

That at the time Julius Pedrazzoli assigned and transferred to Bernheim, Remington & Co. and Bernheim, Remington & Co. assigned and transferred to this defendant by note above described, and likewise assigned and transferred to him this mortgage; that this mortgage contained in substance the following conditions; that if the defendants, Maggie C. Gill and J. S. Gill paid or caused to be paid the said promissory note and the interest thereon at respective maturity, then the mortgage was to be void, otherwise to remain in full force.

It was also provided that said defendants should promptly pay all taxes, assessments and insurance premiums, and that they should keep the premises insured; that upon failure of these defendants Maggie C. Gill and J. S. Gill to pay the interest on the note herein or to pay any of the note at respective maturity, or upon non-payment of taxes or insurance premiums in either or all such cases, the principal note, together with interest therein to time of breach, shall immediately become due, payable and collectable by the holder thereof and the same may be immediately enforced by suit at law or proceedings to foreclose this mortgage.

This defendant by way of cross-petition says that these defendants have broken nearly all of the conditions above set forth in that they have wholly failed and neglected to pay the note above described due April 1, 1896 and 1897, and have failed and neglected to keep the premises insured and to pay the insurance premiums; that by reason of said non-payment of the note and insurance premiums, said mortgage deed has become absolute and said note have become due and payable, and that there is due to the defendant thereon the sum of Four Hundred Dollars with interest at 6% from April 1, 1897.

That on the 12th of September, 1893, at 8.35 P. M. said mortgage deed was delivered to the Recorder of Union County, Ohio for record and was by him duly recorded on said day in mortgage book 32, page 281 of records of Union County, Ohio.

Wherefore, the defendant prays that an account may be taken of the amount due him on said note and mortgage, that the mortgage may be foreclosed, that the premises may be sold free from the claim of any and all parties, and that the proceeds be applied, first in the payment of the amount found to be due him on the accounting as his note are prior in time to

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Answer and
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any of the other parties hereto, that execution be awarded for any deficiency and for costs and for all necessary and proper relief.

Wm. B. May & D. W. Rogers
Attorneys for Dept. L. A. Smith

State of Ohio, County of Union ss.

L. A. Smith being duly sworn says that he is the defendant herein, and that the facts stated in the foregoing answer and cross-petition are true so he verily believes.

L. A. Smith

Sworn to and subscribed before me this 15th day of April, 1898.
(seal)

J. N. Russell Clerk

Answer and
Cross-petition of
Thos. B. Graham
7536

On the 9th day of May A. D. 1898, the following answer & cross-petition was filed with the Clerk of this Court, to-wit:

Caroline N. Chase

County of Common Pleas
Union County, Ohio.

Maggie E. Gill et al

II. Now comes Thos. B. Graham, one of the defendants herein, and for answer to plaintiffs petition says he denies that the mortgage and three promissory notes described in the plaintiffs petition were given as part payment of purchase money of a tract of land therein and hereinafter described, but admits the execution of said mortgage and notes and the assignment thereof.

III. The said defendant says that November 3rd, 1894, the said J. S. Gill and Maggie E. Gill executed to this defendant one note of which the following is a copy, which has no endorsements thereon except a credit of \$16 Nov. 3rd, 1895, being one year interest, \$200
Richmond, O. March 3rd, 1894

One year after date we promise to pay to the order of Thomas B. Graham Two Hundred and ^{no}100 Dollars, with interest at 8% per annum, Value received.

J. S. Gill
Maggie E. Gill

The defendant further says that at the time of execution of this note and to secure the payment of the same and the money stated therein the said defendants J. S. Gill and Maggie E. Gill executed and delivered to Thomas B. Graham their certain mortgage deed conveying to Thos. B. Graham his heirs and assigns the following described real estate, situate in the County of Union, in the State of Ohio and in the Village of Richmond, and being In. lots No. One hundred and three (103) and One hundred and four (104) in the original town plat of said Village of Richmond for more specific description see plat of said Village at the Recorder's office at Marysville, O. Conditional, that if the said Maggie E. Gill shall pay or cause to be paid to the said Thomas B. Graham the sum of Two hundred Dollars and the interest thereon according to the tenor and effect of a certain promissory note of even date herewith executed by the said Maggie E. Gill (and J. S. Gill) to the said Thomas B. Graham for said sum bearing 8 per cent annual interest and due in one year from date then these presents shall be void. Said mortgage was duly presented for record 12 day of Nov. 1894 at 9-80 A. M. and recorded Nov. 26, 1894, in Mortgage Book No. 35, page 196 and 7 in Recorder's office of Union County, Ohio.

By way of cross-petition this defendant says that the foregoing conditions have been broken as per part of said note or interest thereon has been paid, except \$16 paid Nov. 3, 1895. Therefore this defendant asks judgment for \$300 and interest at 8% from Nov. 3rd, 1895; on said \$200 against defendants aforesaid and mortgage foreclosed and that the premises may be sold free from any and all defendants except L. A. Smith and

Caroline N. Chase and that he may have all equitable and proper relief.
A. V. Spicer his atty.

State of Ohio, County of Minn., ss.

Thomas B. Graham having been duly sworn says that the statements and allegations made in the foregoing petition are true as he truly believes.

Witness my hand and subscribed before me this the 4th day of May, 1898.
Wm. A. Phelps
Notary Public

(seal)

On the 23rd day of May A.D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry 75-86

Caroline N. Chase vs Maggie E. Gill et al
Court of Common Pleas
Minn. County, Ohio.

Leave granted to Maggie E. Gill to answer in 20 days.
Geo. E. Robinson
Atty for Maggie E. Gill.

On the 5th day of July A.D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry 75-86

Caroline N. Chase vs Maggie E. Gill et al
Court of Common Pleas
Minn. County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff, the cross-petition of J. A. Smith and the Cross-petition of Thos. B. Graham and the evidence, the Court find that the defendants Maggie E. Gill and J. A. Gill, J. A. Smith, B. F. Wallingford, Zepha Owen, Thomas B. Graham and Alexander Owen have been duly served with summons in this case, and that Maggie E. Gill, B. F. Wallingford and Alexander Owen 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 defendants Maggie E. Gill on the promissory note set forth in the petition with interest to the 5th day of July 1898, the sum of \$826.75.

The Court further find that in order to secure the payment of said note, the defendants, Maggie E. Gill and J. A. Gill (her husband) executed and delivered to Julius Pedrazzoli, their certain mortgage as in the petition described; that said mortgage was duly recorded in book 82 page 281 of the records of mortgages of Minn. 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.

The Court further find that said note, so as aforesaid described in the plaintiff's petition together with said mortgage securing the same were on the 31st day of August, 1893, executed and delivered by the said Maggie E. Gill and J. A. Gill, to the order of Julius Pedrazzoli, and that after said date, for a valuable consideration the said Julius Pedrazzoli endorsed and transferred said note and mortgage to the plaintiff herein, Caroline N. Chase, and that at the time of the commencement of this action she was the owner and holder of said note and mortgage.

It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of \$783.20 and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Maggie E. Gill and J. A. Gill shall within one day from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff the sum or found due

Order of Sale

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as aforesaid with interest from the 5th day of July, 1898, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue to the Sheriff of said County of Union, directing him to advertise and sell, on the premises said premises as upon execution and report his proceedings to this Court for further order.

May B. May Esq. P. W. Ayers
Attorneys for Plaintiff

Order of Sale

On the 15th day of August A. D. 1898, 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 5th day of July, 1898, Caroline N. Chase obtained a judgment and decree against Maggie E. Hill et al for the sum of Seven Hundred Eighty Three & 27/100 Dollars, and Twenty Two & 27/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Maggie E. Hill et al, within one day from the 5th day of July, A. D. 1898, pay unto the said Caroline N. Chase the sum of Seven Hundred Eighty Three & 27/100 Dollars, with interest from the 5th day of July, 1898, 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 ss.

And whereas the one day aforesaid have fully expired, and the said sum of Seven Hundred Eighty Three & 27/100 Dollars, and cost aforesaid, have not been paid, or any part thereof, so appear 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 the State of Ohio, County of Union and in the incorporated Village of Richwood, being Lots One Hundred and Three (103) and One Hundred and Four (104) in said incorporated Village of Richwood, said lots fronting on Franklin Street of said Village; see recorded plat of said incorporated Village of Richwood, Ohio.

That Crompton Street intersects said Franklin Street on the south of said lots Nos. 103, 104; and Otway Street on the North of said lots Nos. 103 & 104, in the said incorporated Village of Richwood, Ohio; there is an alley in the rear of said lots.

We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 15th day of August A. D. 1898.
J. N. Gosnell Clerk

Afterward on the 20th day of September A. D. 1898, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows, to-wit:

Sheriff's Return

	\$	cts
Sheriff's Fees		
Service		25
Levy		25
Swm. Appraisers	1	00
Amor. "		25

The State of Ohio, Union County, ss.
In obedience to the Command of the Order of Sale hereto annexed, I did on the 16th day of August, 1898, summon Josiah Cahill, W. A. Richards and Robt. Smith, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands

Writing Appraisal	25
Copies of "	25
Notice to Printer	25
Writing Notice	25
Mileage	5 12
Postage	13 16
Relief	25
Revenue Stamps	1 60
Total	29 85
Appraisers Fee	3 00

and tenements therein described, upon actual view, and afterward, on the 16th day of August A.D. 1898, 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 Fourteen Hundred Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 18th day of August, 1898, I caused to be advertised in the Richwood Gazette (a newspaper printed and published, and of general circulation in said County), said lands and tenements to be sold at public sale, on the premises in said County, on the 20th day of September, A.D. 1898, at One O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit, five consecutive weeks, and in pursuance to said notice, I did on said 20th day of September A.D. 1898, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came C. A. Smith, who bid for the same the sum of Thirteen Hundred and Sixteen Dollars, and said sum being more than two-thirds of the appraised value thereof, and said C. A. Smith being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Thirteen Hundred and Sixteen Dollars.

J. C. Robinson, Sheriff.

On the 20th day of September A.D. 1898, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Sherriff's Sale
7536

Caroline N. Chase
vs
Maggie C. Hill et al

Order of Sale

Court of Common Pleas, Union County, O.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale on the premises, in Richwood, Ohio, on Tuesday, September 20, 1898, in or about the hour of One O'clock P.M. on said day the following described real estate, to-wit:

Situate in the State of Ohio, County of Union, and in the Incorporated Village of Richwood, being In-Lots one hundred and three (103) and one hundred and four (104), in said Incorporated Village of Richwood; said lots fronting on Franklin Street of said Village. See recorded plat of said Incorporated Village of Richwood, Ohio.

That Bondford Street intersects said Franklin Street on the South of said lots Nos. 103 and 104, and Ottawa Street on the North of said lots Nos. 103 and 104, in said Incorporated Village of Richwood Ohio. - There is an Alley in the rear of said lots.

Appraised at \$1400.00.

Terms of Sale, Cash.

J. C. Robinson, Sheriff of Union County, Ohio.

Aug. 16 - 5:00 P.M.

State of Ohio, Union County ss

I, Geo. W. Worden, publisher of the Richwood Gazette, being duly sworn say that the notice hereto attached was published in the Gazette on the 18th day of August, 1898, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Worden

Sworn to and subscribed before me, this 18th day of September, 1898.

(seal)

J. F. Willard
Notary Public.

Printers Fee \$13 25

Entry
7536

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Entry
7536

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Entry
7536

Afterward on the 14th day of September A.D. 1895, the following entry was filed with the Clerk of this Court, to-wit:

Caroline N. Chase | Court of Common Pleas
vs | Union County, Ohio
Maggie C. Gill et al

This cause now coming on for hearing was submitted to the Court on the pleadings, viz: the petition, answer and cross-petition of the defendant L. A. Smith and answer and cross-petition of Thomas B. Graham one of the defendants aforesaid.

The Court having previously granted order for foreclosure for plaintiff and defendant L. A. Smith as first and best lien on the premises hereinafter described.

And the Court further find that there is due to the defendant Thomas B. Graham from the defendants Maggie C. Gill and J. S. Gill on the note set up in his cross-petition including interest to the first day of this term, the sum of Two Hundred and Forty Eight (\$248) Dollars, with interest at 8% from the first day of this term.

And the Court further find that in order to secure the payment of said note the said defendants Maggie C. Gill and J. S. Gill her husband executed and delivered to said Thomas B. Graham their certain Mortgage deed as in his cross-petition described and on the premises therein described, that said mortgage was duly recorded in book 35 pages 196 & 197 of the records of mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the cross-petition, and that the conditions of said mortgage have been broken.

It is therefore considered by the Court that the defendant Thomas B. Graham recover from his Co-defendants the said sum of Two Hundred and Forty Eight (\$248) Dollars, with interest at 8% from the first day of this term, and adjudged and decreed that unless said defendants, Maggie C. Gill and J. S. Gill shall within five days from the entry of this decree pay, or cause to be paid to the Clerk of this Court the sums in this case, and to the plaintiff, and to the defendant Thomas B. Graham the sum so found due them aforesaid, with interest from the first day of this term, the said defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

H. V. Spicer Atty. Gen.
Thos. B. Graham, Deft.

Entry
7536

Afterward on the 21st day of September A.D. 1895, the following entry was filed with the Clerk of this Court, to-wit:

Caroline N. Chase | Court of Common Pleas
vs | Union County, Ohio
Maggie C. Gill et al

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

And it is further ordered that the Sheriff convey to the purchaser Caroline A. Smith by deed according to law, the property so sold;

And the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises or for 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 owing now to distribute the proceeds of said sale amounting to \$1316⁰⁰, it is ordered that the Sheriff out of the money in his hands pay=

- 1st - To the Treasurer of this County taxes, penalties and interest against said prop-erty, to-wit, the sum of \$
- 2nd - The costs of this action taxed to \$63.21.
- 3rd - To Caroline N. Chase the amount heretofore found due her with interest to-wit, the sum of \$783.22.
- 4th - To the defendant L. A. Smith the amount heretofore found due him with interest to-wit, the sum of \$

Attest
 J. M. Hosnell Clerk
 By Jno A. Hosnell Deputy

D. W. Ayers
 Attorney for Plaintiff

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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, to-wit, on the 6th day of September, in the Year of our Lord One Thousand Eight Hundred and Ninety Eight.

By it remembered that heretofore to-wit, on the 24th day of August A.D. 1898, Henry V. Spicer, plaintiff in error filed in the Clerk's office of the said Court of Common Pleas, the following Petition in Error against Harriett Williamson, to-wit:

Petition
 in Error
 7582

Henry V. Spicer
 Plaintiff in Error
 vs
 Harriett Williamson
 Defendant in Error

Court of Common Pleas
 Union County, Ohio

Entry
 7582

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Plaintiff in Error says, that on the second day of May, 1898, defendant in error received a judgment, by the consideration of the Probate Court of Union County, Ohio, against plaintiff in error, in an action then pending therein, wherein defendant in error was plaintiff and plaintiff in error was defendant, a duly certified transcript of the docket and journal entries whereof is herewith filed.

Plaintiff in Error says that at the time said Court occurred his demurrer to the petition in said action, neither he nor his attorney, nor any one else representing his interests was present, or had any notice or knowledge that said Court would rule upon said demurrer at said time, and that therefore he could not except there to, and that the judge of said Court who made said ruling refused to note or hear his exceptions thereto duly made by his attorney in open session of said Court so soon as he had knowledge thereof.

There is error in said record and proceedings, in this, to-wit:

1. Said Court erred in ruling upon said demurrer without the presence or knowledge of plaintiff in error or his attorney.
2. Said Court erred in not hearing or noting plaintiff in error's exceptions to said ruling when made as above stated.
3. Said Court erred in overruling said demurrer.
4. Said Court erred in rendering judgment by default against plaintiff in error on the petition in said action without hearing evidence to sustain the allegations thereof.
5. Said Court erred in rendering the judgment it did upon the said petition, which does not state facts constituting a cause of action.

J. F. Miller
Attorney for Plff. in Error

State of Ohio, County of Cinn. ss.

Henry V. Spicer, being first duly sworn, says that he is the plaintiff in error in the above entitled action, and that the allegations made and facts stated in the foregoing petition in error are, as he verily believes true.

Henry V. Spicer

Subscribed in my presence and sworn to before me, this 23rd day of August, 1898.

Henry S. Styler
Notary Public

Waver

I hereby waive the issue and service of summons in error in the above entitled action, and enter my appearance therein for all purposes thereof.

Hannett Williamson

By her Attorney, J. L. Joliffe.

Afterward on the 6th day of October A.D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7582

Henry V. Spicer, Adm^r.
Plaintiff in Error
vs
Hannett Williamson
Defendant in Error

Court of Common Pleas
Cinn. County, Ohio

This cause came on to be heard upon the petition in error, original papers and pleadings and the transcript of the record in the probate Court, and was argued by counsel.

On consideration whereof the judgment of the said probate Court is affirmed. It is therefore considered that said defendant in error recover of said plaintiff in error his costs herein.

Ordered that a special mandate be sent to the probate Court to carry this judgment into execution.

J. F. Miller
Atty. for Plff. in Error
J. L. Joliffe
Atty. for Defendant in Error.

Attest
J. M. Gosnell Clerk
By J. W. A. Gosnell Deputy.



Pleas continued and held at the Court House in Marysville, within and for the County of Minn, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, to-wit, on the 6th day of September in the year of our Lord one thousand eight hundred and Ninety Eight.

Be it remembered that here to fore to-wit, on the 25th day of August A.D. 1898, Charles S. Cheney filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Wesley H. Cheney, to-wit:

Petition
7583

Charles S. Cheney
vs
Wesley H. Cheney, et al.
Eva C. Handley (intormarried with George Handley),
Cetra C. Gunder, (intormarried with Charles Gunder),
Martha Blake (intormarried with John S. Blake),
Norma Sanders,
Anna M. Cheney, Ruth B. Cheney & his guardian Anna M. Cheney.

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

The plaintiff says, that on the 2nd day of April, 1897, one Lorenzo Cheney departed this life, intestate, leaving more than sufficient personal property to pay all his debts and the expenses of administration.

The said Lorenzo Cheney died seized in fee simple of the following described real estate situate in the said County of Minn and State of Ohio, and bounded and described as follows:-

Being part of Survey No. 9899, in Jackson Township; Beginning at an Ash stump in the prairie in the Morseville tract; line; thence S. 78 W. 116 poles to two ash and a Lycopodium tree; thence N. 11 10 W. 103 1/2 poles to a stake; thence N. 78 E. 116 poles to a stake; thence S. 11 10 E. 104 poles to the place of beginning, containing 75 3/4 acres more or less.

Also another tract of land as follows; being part of Survey No. 9899 & 4567, in said Jackson Township; Beginning at a stone at the intersection of the Richwood, Esser and La Rue Travel Road with the Randall Travel Road, and in the North line of survey No. 9899 for 833 1/2 acres; thence with said line and the center of said Randall Travel Road N. 81 45 E. 130 7/10 poles to a stone in said road and at the Northeast corner of said Survey No. 9899 and Northwest corner of Survey No. 4567; thence with the North line of said Survey No. 4567 and the center of said road N. 82 30 E. 39 4/10 poles to a stone in said line and road and Northwest corner to the lands of Edward Huber; thence with the west line of said Huber's land S. 7 E. 59 4/10 poles to a stone the Southwest corner of said lands; thence with another of said Huber's lines N. 85 15 E. 160 6/10 poles to a stone Southeast corner of said lands and in the East line of said Survey No. 4567; thence with the said Survey line S. 6 E. 116 poles to a stone in said line and Northeast corner to the lands of Wm Bachelor and D. L. Triplet; thence with the North line of said lands S. 83 W. 199 poles to a stone the Northwest corner of said land and in the line between Survey Nos 4567 and 9899; thence with said Survey line S. 5 15 E. 51 5/10 poles to a stone corner to said Survey No. 9899; thence with the South line of said Survey No. 9899 for 833 1/2 acres S. 83 W. 146 poles to a stone corner to said Survey and in the east line of the lands of J. C. Woodard; thence with said East line N. 8 15 W. 22 poles to a stone at the Northeast corner of said land; thence with another of said Woodard's lines S. 83 W. 116 4/10 poles to a stone in said line and Southeast corner to the lands of Gen. W. Covgill Sr.; thence with said Covgill's East line and continuing with the east line of the lands of Gen. W. Covgill Jr. and R. J. Covgill N. 6 45 W. 205 poles to a stone in the North line of said Survey No. 9899; thence with said North line N. 82 45 E. 134 5/10 poles to the place of beginning, containing 521 6/10 acres more or less.

The said Lorenzo Cheney left Anna M. Cheney, his widow, who is entitled to dower in the said premises.

Subject to the said dower the said lands descended to the heirs and legal representatives of the said Lorenzo Cheney as follows:

To the plaintiff, who is a son of said decedent, one eighth part thereof.

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Cheney, to-wit:

To Wesley B. Cheney, who is a son of said decedent, one eighth part thereof.
To Sterling S. Cheney, who is a son of said decedent, one eighth part thereof.
To Rush B. Cheney, who is a son of said decedent, one eighth part thereof.
To Eva C. Handley who is a daughter of said decedent and is intermarried with
George Handley, one eighth part thereof.
To Elva C. Gunder, who is a daughter of said decedent and is intermarried with Charles
Gunder, one eighth part thereof.
To Martha Blake, who is a daughter of said decedent and is intermarried with John S. Blake,
one eighth part thereof.
To Alma Sanders, who is a daughter of said decedent, one eighth part thereof.
The said Anna M. Cheney is the duly appointed and qualified guardian of the person
and estate of Rush B. Cheney, who is a minor.

George Cheney
and the expenses

In his life time the said George Cheney made advancements to his children as
follows:
To the plaintiff, \$5000; To Eva C. Handley \$3500; To Elva C. Gunder \$1960.50; To
Martha Blake \$1230; To Alma Sanders \$800; To Wesley B. Cheney \$1717.45. All of which advan-
cements were in real estate or its equivalent and intended to be accounted for in the distribution
of the real estate of said decedent.

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Wherefore the plaintiff prays that by an order of the Court his interest in said
promises may be set off to him in cross-petition and prays that the debt of said Anna M. Cheney
may be assigned to her and that subject thereto and the said advancements being considered in
arriving at the interests of the several parties in said estate, partition may be made or if that can not
be done without manifest injury that such proceedings may be had as are authorized by law
and for all proper relief.

Cameron Ed Cameron
Attorneys for Plaintiff.

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The State of Ohio, Union County, ss.
Charles S. Cheney being by me first duly sworn says that the
facts stated and allegations made in this his foregoing petition are true to the best of his knowledge and belief.

Sworn to before me and signed in my presence this 25th day of August, 1898.
(seal) J. N. Hornell Clerk of Court

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Afterward on the 29th day of August A. D. 1898, the following waiver was filed
with the Clerk of this Court, to-wit:
Plaintiff Charles S. Cheney
vs
Defendants Wesley B. Cheney et al.
Court of Common Pleas
Union County, Ohio.

Waiver
7583

The undersigned defendants in the above entitled cause waive the issuing and service
of summonses in said case and consent to the partition as prayed for in the petition therein.

Anna M. Cheney
George B. Handley
Eva C. Handley
Charles C. Gunder
Elva C. Gunder
Martha C. Blake
Wesley B. Cheney
Sterling S. Cheney

Anna M. Cheney guardian of Rush B. Cheney
Alma H. Sanders and Ophelia Cheney

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Amicable
Partition

7583

In the Court of Common Pleas of Union County, Ohio
Charles S. Cheney

Wesley V. Cheney
Almona Sanders

Agreement of Amicable Partition

The parties to the above entitled action have agreed upon partition of the lands and tenements set forth in the petition as follows:

It is mutually agreed that all the sums set forth in the petition as advancements shall be duly considered as advancements in land at the rate of Fifty Dollars an acre and the lands described in the petition shall be valued at Fifty Dollars an acre and the basis of adjustment shall be One Hundred and Two acres of land for each of the children of said George Cheney except the said Ruth B. Cheney, who is to take his share subject to the dower as hereinafter to be more fully shown.

The parties hereto have caused a survey and plat of said lands to be made with pertinent descriptions of the same, which survey and plat is hereto annexed and made part hereof, and the parties mutually agree as follows:

Section I. It is mutually agreed that the said Anna W. Cheney, widow, shall have and possess as and for her dower during her natural life the tract of One Hundred and Fifty Two acres shown and described in said survey and plat as Lot No. 1, and she shall be divested of dower in all the other lands.

Section II. It is further mutually agreed that subject to the said dower the said Ruth B. Cheney shall have and possess for his share the said tract of One Hundred and Fifty Two acres, shown and described in said plat as Lot No. 1 and he shall be divested of all interest in the other lands.

Section III. It is further mutually agreed that the said Elva C. Lunder has received an advancement of \$1763.50 and that in addition thereto she shall have and possess as and for her share the tract of Eighty Seven and Fifty Five Hundredths acres described and shown in said survey and plat as Lot No. 2. But she shall pay to Charles S. Cheney the sum of One Hundred Dollars and to Wesley V. Cheney the sum of One Hundred and Twenty Five Dollars and to Almona Sanders the sum of Ten Hundred and Twelve and Fifty Hundredths Dollars, which several sums are made a charge against her said lands and she shall be divested of all interest in the other lands.

Section IV. It is further mutually agreed that the said Eva C. Handley has received an advancement of Thirty Five Hundred Dollars, and in addition thereto she shall have and possess as and for her share the tract of Thirty Two acres described in said survey and shown on said plat as Lot No. 3 and she shall be divested of all interest in the other lands.

Section V. It is further mutually agreed that the said Wesley V. Cheney has had an advancement of \$1417.45, and that in addition thereto he shall have and possess the tract of Seventy One and Ten Hundredths acres described in said survey and shown on said plat as Lot No. 4 and he shall receive from said Elva C. Lunder the sum of One Hundred and Twenty Five Dollars and shall be divested of all interest in the other lands.

Section VI. It is further mutually agreed that the said Martha Blake has had an advancement of \$1250, and that in addition thereto she shall have and possess the tract of Seventy Seven Acres described in said survey and shown on said plat as Lot No. 5 and she shall be divested of all interest in the other lands.

Section VII. It is further mutually agreed that the said Sterling S. Cheney shall have and possess as his share the tract of One Hundred and Two acres described in said survey and shown on said plat as Lot No. 6 and he shall be divested of all interest in the other lands.

Section VIII. It is further mutually agreed that the said Almona Sanders has had an advancement of \$300, and that in addition thereto she shall have and possess the tract of Seventy Five and Three Fourths acres in Survey No. 9899, a description of which is set forth in the petition and she shall also receive from said Elva C. Lunder the sum of \$1013.50 and she

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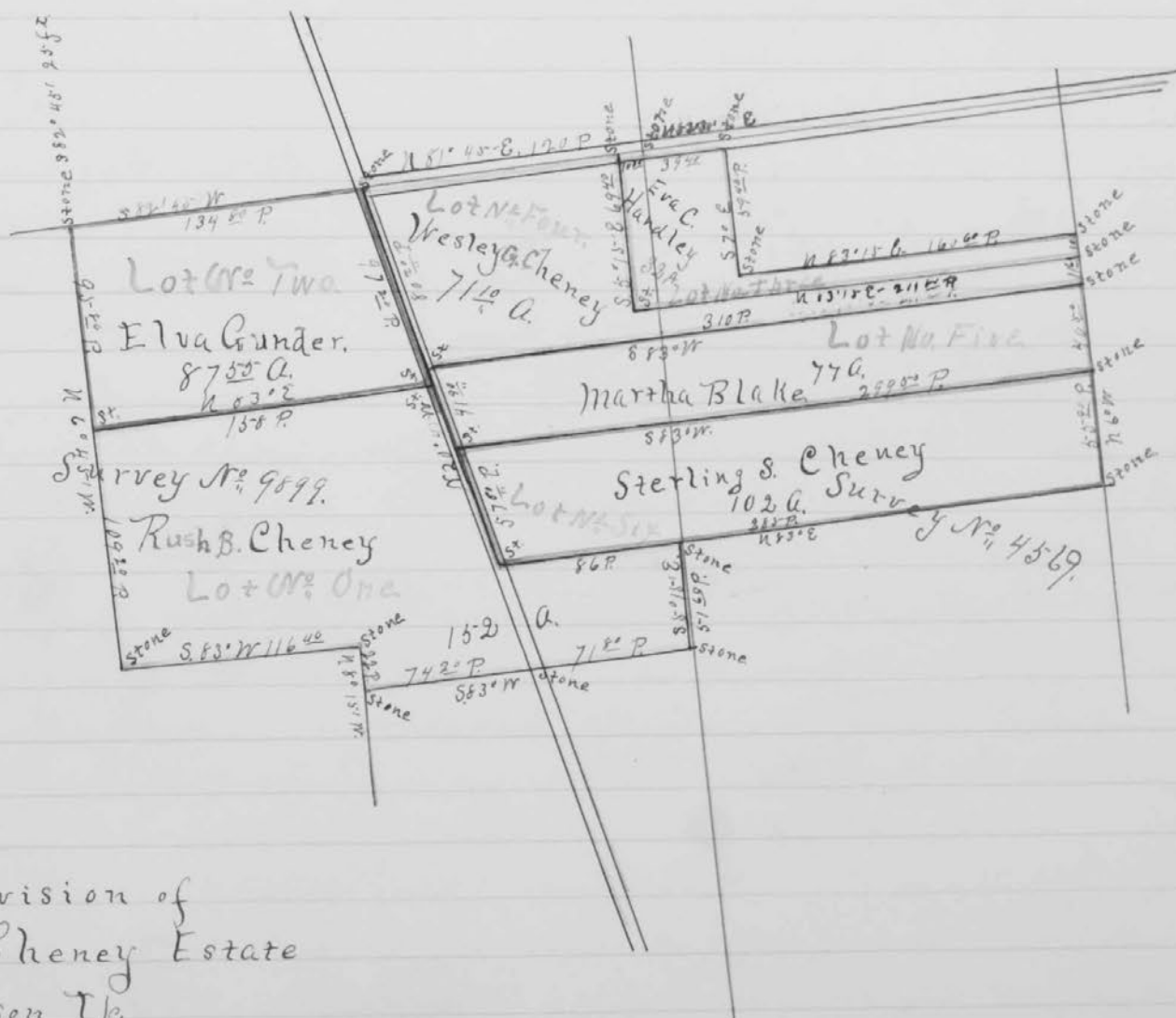
shall be divested of all interest in the other lands.

Section IX. It is further mutually agreed that the said Charles S. Cheney has had an advancement of \$5000 and he shall receive from the said Elva C. Under the sum of One Hundred Dollars and he shall be divested of all interest in the lands described in the petition.

The tract of One Hundred and Fifty one acres set off to said Rush B. Cheney includes the family mansion and valuable buildings and is considered by all a liberal provision for said Rush B. Cheney, and the said Anna M. Cheney who is the guardian of the person and estate of said Rush B. Cheney on his behalf consents and agrees to the said amicable partition, and the said Rush B. Cheney who is 20 years of age also consents and agrees to the same and all the parties unite in asking this Court to approve and set forth the amicable partition and order the same to be made a matter of record pursuant to law.

In testimony whereof the said parties including the said Anna M. Cheney who acts on her own behalf and as guardian for the said Rush B. Cheney have hereunto set their hands this 8th day of September, 1898.

Anna M. Cheney; Charles S. Cheney; Eva C. Handley; Elva C. Under; Alma H. Sanders; Wesley G. Cheney; Sterling S. Cheney; Anna M. Cheney guardian for Rush B. Cheney; Martha C. Blake.



Subdivision of
Lorenzo Cheney Estate
Jackson Tp.
Union Co. O.

Lands of Ruth Cheney.

Situate in Union County, Ohio, Township of Jackson and part of Survey No. 9899 for 833 1/3 acres; Bounded and described as follows:

Beginning at a stone in the center of the Richmond, Cress and La Rue Grand Road and in the north line of Survey No. 9899 for 166 1/3 acres; thence, with said Survey line S. 83° W. 74 2/100 poles to a stone a corner to said Survey and in the east line of John C. Woodards land; thence with said line N. 8° 15' W. 32 poles to a stone a corner to said land; thence with the north line of said Woodards land S. 83° W. 116 4/100 poles to a stone in said line and southeast corner to the lands of Rev. W. Congill Sr. thence with the east line of said Congill's land and continuing with the east line of the lands of Rev. W. Congill Jr. N. 6° 45' W. 109 2/100 poles to a stone in said line and southwest corner to the lands of Eliza Hunder; thence with the south line of said lands N. 83° E. 158 poles to a stone in the center of the said Richmond, Cress and La Rue Grand Road; thence with the center of said road S. 20° 45' E. 82 7/100 poles to a stone in said road and north west corner to the lands of Studing C. Cheney; thence with the south line of said land N. 83° E. 86 poles to a stone in said line and in the east line of Survey No. 9899 for 833 1/3 acres; thence with said Survey line S. 6° 15' E. 81 6/100 poles to a stone corner to said Survey; thence with another line of said Survey S. 83° W. 71 8/100 poles to the beginning, containing 152 acres.

The above is a description of Lot No. 1. and is the dower of Anna M. Cheney and then to go to Ruth B. Cheney.

Lot No. 2: Lands of Eliza Hunder.

Situate in Union County, Ohio, Township of Jackson and part of Survey No. 9899 for 833 1/3 acres; Bounded and described as follows:

Beginning at a stone in the center of the Richmond, Cress and La Rue Grand Road and in the north line of Survey No. 9899 for 833 1/3 acres; thence with said survey line S. 82° 45' W. 134 5/100 poles to the center of Ruth Creek (within a stone S. 82° 45' W. 25 feet on the bank) North east corner to the lands of R. J. Congill; thence with the east line of said Congill's land and continuing with the east line of the lands of Rev. W. Congill Jr. S. 6° 45' E. 95 8/100 poles to a stone in said line and north west corner to the lands of Ruth B. Cheney; thence with the north line of said lands N. 83° E. 158 poles to a stone in the center of the said Richmond, Cress and La Rue Grand Road; thence with the center of said Road N. 20° 45' E. 97 2/100 poles to the beginning, containing 87 8/100 acres.

Lot No. 3: Lands of Eva C. Handley.

Situate in Union County, Ohio, in Jackson Township and part of Surveys Nos. 9899 and 45-69; Bounded and described as follows:

Beginning at a stone in the north west corner of Survey No. 45-69 and North east corner of Survey No. 9899 for 833 1/3 acres and in the center of the Randall Grand Road; thence with the north line of said Survey No. 45-69 and the center of said road N. 82° 30' E. 39 4/100 poles to a stone in said line and road and north west corner to the lands of Edward Huber; thence with the west line of said lands S. 7° E. 69 4/100 poles to a stone south west corner of said lands; thence with the south line of said lands N. 83° 15' E. 160 6/100 poles to a stone in the east line of said survey No. 45-69; thence with said Survey line S. 6° E. 10 poles to a stone in said line and a corner to the lands of Wesley C. Cheney; thence with two consecutive lines of said land S. 83° 15' W. 211 5/100 poles to a stone and thence N. 5° 15' W. 69 4/100 poles to a stone a corner to said land and in the north line of said Survey No. 9899 and in the center of said Randall Grand Road thence with said line and the center of said road N. 81° 45' E. 10 8/100 poles to the beginning, containing 32 acres.

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Entry
75-83

Lot No. 4: Lands of Wesley Cheney

Situate in Union County, Ohio, Townships of Jackson and part of Survey No. 9899 and 4569, and bounded and described as follows:

Beginning at a stone at the intersection of the Richwood, Cressy and La Rue Grand Road and the Randall Grand Road and in the north line of Survey No. 9899 for 533 1/2 acres; thence with said survey line and the center of said Randall Grand Road N. 81° 45' E. 120 poles to a stone in said line and in said road the north west corner to the lands of Ora C. Handley; thence with the west line of said lands S. 5° 15' E. 69 1/2 poles to a stone south west corner of said Handley's land; thence with the south line of said land N. 83° 15' E. 211 1/2 poles to a stone south east corner to said land and in the east line of survey No. 4569; thence with said survey line S. 6° E. 11 1/2 poles to a stone in said line and north east corner to the lands of Martha Blake; thence with the north line of said lands S. 83° W. 310 poles to a stone in the center of the said Richwood, Cressy and La Rue Grand Road; thence with the center of said road N. 20° 45' W. 80 1/2 poles to the beginning, containing 71 1/2 acres.

Lot No. 5: Lands of Martha Blake

Situate in Union County, Ohio, in Jackson Township and part of Surveys Nos. 9899 and 4569, bounded and described as follows:

Beginning at a stone in the center of the Richwood, Cressy and La Rue Grand Road, the north west corner to the lands of Sterling S. Cheney; thence with the north line of said lands N. 83° E. 199 5/8 poles to a stone north east corner to said lands and in the east line of Survey No. 4569; thence with said survey line N. 6° W. 40 1/2 poles to a stone in said line and corner to the lands of Wesley Cheney; thence with the north line of said lands S. 83° W. 310 poles to a stone in the center of said Richwood, Cressy and La Rue Grand Road; thence with the center of said road S. 20° 45' E. 41 1/2 poles to the beginning, containing 77 acres.

Lot No. 6: Lands of Sterling S. Cheney

Situate in Union County, Ohio, in Jackson Township and part of Surveys Nos. 9899 and 4569, and bounded and described as follows:

Beginning at a stone in the center of the Richwood, Cressy and La Rue Grand Road, a corner to the lands of Bush Cheney; thence with the north line of the lands of Wm Bachelor and D. L. Triplett N. 83° E. 285 poles to a stone a corner to said lands and in the east line of Survey No. 4569; thence with said survey line N. 6° W. 55 1/2 poles to a stone in said line and south east corner to the lands of Martha Blake; thence with the north line of said Martha Blake's land S. 83° W. 299 1/2 poles to a stone in the center of said Richwood, Cressy and La Rue Grand Road; thence with the center of said road S. 20° 45' E. 57 1/2 poles to the beginning, containing 102 acres.

Afterward on the 12th day of September, A.D. 1895, the following entry was filed with the Clerk of this Court, to wit:

Entry 7583

Charles S. Cheney vs Wesley H. Cheney et al. Court of Common Pleas Union County, Ohio.

And now this cause coming on to be heard upon the petition for partition and the consent to the partition herein prayed for and the evidence.

On consideration whereof the Court find that all the defendants have been duly and legally notified of the filing and pendency hereof, and that all the defendants except the said Bush B. Cheney, are of the age of majority and that the said Anna M. Cheney is the legally and qualified guardian of the person and estate of the said Bush B. Cheney, and that she is duly authorized to act as such guardian.

The Court further find that said Lorenzo Cheney, in his lifetime made

The several advancements set forth in the petition, and that they were to be taken and considered as part of his Real Estate, and that the said Lorenzo Cheney died seized in fee fee simple of the lands described in the petition, and that he left the said Anna M. Cheney, his widow, who is entitled to dower in said lands, and that the said Lorenzo Cheney left as his only living at law and legal representatives, the plaintiffs and other sons and daughters as set forth in the petition and that the personal estate of said Lorenzo Cheney is more than sufficient to pay his debts and expense of Administration.

The Court further find that all the said parties have agreed upon an amicable partition of said lands and have among themselves duly adjusted the said several advancements, and have caused dower to be assigned, and the said lands surveyed and divided in a manner that is just and equitable and especially advantageous to the said minor Ruth B. Cheney, and that the said Anna M. Cheney as the guardian of said Ruth B. Cheney has agreed to said amicable partition for himself on his behalf, and that she is by law so authorized to do.

The said parties having reduced its terms of said amicable partition to writing with survey and plat now produce the same to the Court duly signed by all the parties in interest, the said Anna M. Cheney signing for and on behalf of said Ruth B. Cheney and the parties in open Court ask that the said amicable partition may be approved and confirmed by the Court and order to be recorded.

It is therefore considered, ordered and decreed by the Court that the said amicable partition be, and the same hereby is approved and confirmed, and order to be filed here with and made a part of the record hereof; and the terms of the said amicable partition are made a part of the terms of this decree.

It is ordered and decreed by the Court that the said Anna M. Cheney have and possess as and for her dower, the tract of One Hundred and fifty two acres, described in said plat and numbered Lot No. One, and that she be divested of dower in all the other lands.

II. That subject to said dower the said Ruth B. Cheney have and hold in personalty the said tract of One Hundred and fifty two acres, being Lot No. One, and that he be divested of all interest in the other lands.

III. That the said Elva C. Tunder have and hold in personalty as and for her share the tract of Eighty Seven and 5/8 acres described in said plat and numbered Lot Two, and that the said Elva C. Tunder pay to Charles E. Cheney the sum of One Hundred Dollars, and to Wesley H. Cheney the sum of One Hundred and Twenty five Dollars, and to Alonza Sanders the sum of Ten Hundred and Twelve and 5/8 Dollars, and that the said lands herein set off to said Elva C. Tunder stand charged with the payment of the same, and that said Elva C. Tunder be divested of all interest in the other lands.

IV. That the said Eva C. Handley have and hold in personalty as and for her share the tract of thirty two acres described in said survey and plat and numbered Lot Three, and that she be divested of all interest in the other lands.

V. That the said Wesley H. Cheney have and hold in personalty as and for his share the tract of Seventy one and 1/2 acres described in said plat and numbered Lot Four, and that he be divested of all interest in the other lands.

VI. That the said Martha Blake have and hold in personalty the tract of Seventy seven acres described in said agreement and plat and numbered Lot Five; and that she be divested of all interest in the other lands.

VII. That the said Sterling S. Cheney have and hold in personalty the tract of One Hundred and two acres shown in said plat and numbered Lot Six; and that he be divested of all interest in the other lands.

VIII. That the said Alonza Sanders have and hold in personalty the tract of land

described

in said plat; the state; 75 3/4 acres

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show the and that the said fee simple

\$265⁰⁰ by the

for the of Ohio on the

The Citizens Pleas, The Citizens Savings

Petition 7267

N. Y. J. Tracy; J. Tracy; Trustees

that it of Ohio, principal

Company lived \$300⁰⁰

Dollars, as

described as follows:

Situate in the County of Union and State of Ohio, in Survey No. 7099, in Jackson Township; Beginning at an ash stump in the corner in the Greenville tract line; thence S. 78. W. 116 poles to two ash and a Lym tree; thence N. 11° 11' W. 103 1/2 poles to a stake; thence N. 78. E. 116 poles to a stake; thence S. 11° 11' E. 104 poles to the beginning, containing 75 3/4 acres, and that she be divested of all interest in the other lands.

It is further ordered that the said plaintiff be divested of all interest in the said lands.

And the Clerk is hereby directed to have so much of this decree as will show the terms for of title to the said parties on record in the office of the Recorder, and that the said several parties, hold their said lands, in severalty, in fee simple, but the said Anna M. Cheney shall hold hers for life only, and the said Ruth B. Cheney, in fee simple after the termination of said Anna's estate.

And it is ordered that the costs of this action, including a Counsel fee of \$265.00 to Cameron & Cameron for their services herein, taxed to \$389.00, be paid as follows; by the widow's part thereof and by each of the children of said George Cheney's part thereof.

Attest
A. N. Soessel Clerk
By J. W. A. Soessel Deputy

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, 1898, on the 6th day of September, in the year one thousand eight hundred and ninety eight.

Be it remembered that herebefore to-wit, on the 22nd day of December A.D. 1898, the Citizens Home & Savings Company filed in the Clerk's office of the said Court of Common Pleas, the following Petition against W. Y. Root, to-wit:

Petition
7267

The Citizens Home & Savings Company
vs
W. Y. Root; Ellen J. Gray; William J. Gray & the Citizens Home & Savings Company

Court of Common Pleas
Union County, Ohio

The plaintiff, The Citizens Home & Savings Company, says: that it is an Association duly organized and incorporated under the laws of the State of Ohio, providing for the incorporation of Building and Loan Associations, and that its principal office is a Marysville, Ohio

1. First Cause of action:

For a first cause of action the said plaintiff, The Citizens Home & Savings Company says: that on the 2nd day of February, 1898, the said defendant W. Y. Root made and delivered to the said Company his contract, in writing, of which the following is a copy.

\$300.00

Marysville, Ohio, February 2nd, 1898.

Received of The Citizens Home and Savings Company of Marysville, O., Three Hundred Dollars, as a loan on three shares of stock No. 1124 owned by W. Y. Root, in said Company.

I agree to pay to said Company weekly, not less than \$7.00 Dollars, which shall be applied as follows:

First. To the payment of any fines or other assessments made against me in pursuance of the by-laws of said Company.

Second. To the payment of the premium for precedence due on said loan, amounting to \$7.00 Dollars per week.

Third. To the payment of the interest due on said loan, amounting to \$1.00 Dollars per week.

Fourth. The balance of said payments shall be credited as dues on said stock.

Said payments shall be continued until the due or credited on said stock together with the dividends declared thereon, shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

W. Y. Roots.

No. 544.

The By-Laws of said Company providing for the assessment of fines is as follows:

Sec. 31. Should any borrowing member fail to pay the weekly amount required to be paid on his stock he shall be fined five cents on each one hundred dollars of stock held by him for each failure, and after eight failures the whole amount of his loan shall become due and the Board of Directors shall order the mortgage to be foreclosed.

The said defendant, W. Y. Roots has paid to said Company the sum of Thirty Nine Dollars which has been applied according to the terms of said contract as follows:

For fine \$3.00; for insurance \$8.00; for premium \$6.00; for interest \$18.00, and the remainder, \$3.00, has been credited as dues on said stock.

The dividends declared on said stock are \$4.00 Dollars.

The said defendant W. Y. Roots has failed to make the weekly payments as agreed to be paid in said contract for 45 weeks, the last payment having been made on said stock on the 10th day of February, 1896.

II. Second cause of action. For a second cause of action the said plaintiff, The Citizens Home and Savings Company says: That on the 2nd day of February 1895, and to secure the said loan, and weekly payments set forth in said contract in said first cause of action herein, the said defendant, W. Y. Roots, who then was and now is, an unmarried man, and Ellen J. Tracy and William C. Tracy his husband, executed and delivered to said plaintiff, the Citizens Home and Savings Company, their mortgage deed and trust conveyed to said Company the following described real estate, viz:

Situate in the Village of Welford Center, County of Union, and State of Ohio, Part of Out Lot No. 12. Beginning at the south west corner of Lot No. 13, in said Village and running in an easterly direction along the north line of Center Street, 50 feet; thence north and parallel with the west line of said Lot No. 13, 133 feet; thence west 50 feet to the south west corner of said Lot; thence south, 133 feet to the beginning.

The condition contained in said mortgage was as follows:

Provided, nevertheless, and these presents, are upon this condition; that, whereas, the said W. Y. Roots has entered into a contract, in writing with said Company in the words and figures following, to-wit:

\$300.00

Maysville, Ohio, February 2nd 1895.

Received of The Citizens Home and Savings Company of Maysville, Ohio, Three Hundred Dollars, as a loan on three Shares of Stock, No. 1124, owned by W. Y. Roots in said Company.

I agree to pay to said Company weekly, not less than \$7.00 Dollars which shall be applied as follows:

First. To the payment of any fines or other assessments made against me in pursuance of the By-Laws of said Company.

Second. To the payment of the premium for precedence due on said loan, amounting

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To 1/2 per cent Dollars per week.

Third. To the payment of the interest due on said loan, amounting to 3/4 per cent Dollars per week.

Fourth. To the payment of any sum of money expended by said Company for insurance of mortgaged property as required by the by-laws of said Company.

Fifth. The balance of said payments shall be credited as due on said stock.

Said payments shall be continuing until the dues so credited on said stock, together with the dividends deposited thereon shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

(Signed) W. Y. Roots.

Now, if the said W. Y. Roots shall pay to said Company, or successors or assigns, the said sum of money herein due as set forth by said contract, then these promises shall be void.

On the 2nd day of February A.D. 1895, at 3 O'clock P.M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 33 page 209 of the Records of Mortgages of said County. Said Mortgage duly has been recorded.

There is due and remaining unpaid upon said contract set forth in the first cause of action herein the sum of Three Hundred and Three and 7/10 Dollars, on the 10th day of February, 1896; and the further sum provided in said contract, viz: for principal 700 Dollars; for premium 700 Dollars and for interest 3/4 per cent Dollars, in all 6300 Dollars for cash and every week from and after said 10th day of February, 1896. The said Citizens Home and Savings Company claim another lien on said premises.

The said plaintiff, the Citizens Home and Savings Company, therefore asks judgment against said W. Y. Roots for said sum of Three Hundred and Three and 7/10 Dollars, and 6300 Dollars for cash and every week from and after February 10th, 1896; that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof be applied to the payment of said indebtedness of Three Hundred and Three and 7/10 Dollars and 6300 Dollars additional from and after the 10th day of February, 1896, until paid, and for all proper relief in the premises.

John M. Bordrick

Attorney for said The Citizens Home & Savings Company.

The State of Ohio, Union County, ss.

John M. Bordrick, being sworn, makes oath that he is the Attorney of said plaintiff, The Citizens Home and Savings Company, and that the facts stated in the foregoing petition are, so affiant believes true.

John M. Bordrick

Sworn to by said John M. Bordrick before me and signed by him in my presence this 22nd day of December, 1896.

(seal)

W. Gosnell Clerk of Court in and for Union County, Ohio.

To the Clerk:

I give summons for the defendants, W. Y. Roots, Ellen J. Trway and William J. Trway, to the Sheriff of Union County, Ohio, returnable according to law; In and for Judgment and Foreclosure of Mortgage, Amount Claimed \$303.25 and \$6300 weekly from and after February 10th 1896.

John M. Bordrick
Attorney for Plaintiff

On the 22nd day of December A.D. 1896, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

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

You are hereby commanded to notify W. Y. Root, Ellen J. Trow and William T. Trow, that they have been sued by the Citizens Home and Savings Company, in the Court of Common Pleas of Union County, and must answer by the 23rd day of January A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

(221)

You will make due return of this summons on the 4th day of January A. D. 1897.

Witness my hand and the seal of said Court, this 23rd day of Dec. A. D. 1896,
J. N. Linnell Clerk

On the 28th day of December A. D. 1896, the Sheriff of said County, returned said

Writ to the Clerk of said County, which return is as follows to-wit:

Sherriff's Return

Sherriff's Fee	\$	10
Service of Return	\$	50
Wage	\$	2 00
Copy	\$	25
Total	\$	3 25

The State of Ohio, Union County.

Received this writ December 23rd A. D. 1896, at 9 O'clock A. M. and served same by delivering a true copy of this writ with the enclosures thereon to William T. Trow and W. Y. Root personally, and to Ellen J. Trow by leaving a copy at her usual place of residence on the 26th day of December, 1896.

Wm. C. Snodgrass Sheriff

On the 17th day of February A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7369

The Citizens Home & Savings Company
vs.
W. Y. Root et al
County of Common Pleas
Union County, Ohio

And now comes the said plaintiff, The Citizens Home & Savings Company by John W. Brodrick its Attorney and thereupon this cause came on to be heard upon the petition, and the said defendants still failing to demur or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due it by reason of the premises, on consideration whereof the Court find that there is due to the plaintiff from the said W. Y. Root defendant, on the contract in writing and mortgage, in the petition mentioned and set forth, the sum of Three Hundred and Thirty Three Dollars and Fifty six cents, and that it is a lien upon said premises, said mortgage being recorded in Volume 33 page 209 of the Records of Mortgages of Union County, Ohio.

It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant W. Y. Root the said sum of Three Hundred and Thirty Three Dollars and Fifty six cents, the sum found due as aforesaid, and also its costs taxed at \$⁰⁰, and it is further ordered and adjudged, that in case the said defendants W. Y. Root, Ellen J. Trow and William T. Trow fail for three days from this date, to pay to the said plaintiff the said sum of Three Hundred and Thirty Three Dollars and Fifty six cents, so as aforesaid found due, together with weekly payments of \$¹⁰ 00 Dollars for each and every week from and after January 4th, 1897, and to the Clerk of this Court the costs herein, then the defendant's equity of redemption be foreclosed and that an order of sale issue to the Sheriff of said Union County, directing him to cause said premises to be appraised, advertised and sold according to law, and apply the proceeds of the sale, first in payment of costs, second in payment of the judgment so as aforesaid rendered, and the residue if any, he bring into Court, to abide the further order of said Court.

On the 28th day of June A. D. 1898, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Brodrick, Attorney.

Order of Sale

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The State of Ohio, Linn County, ss.
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 Linn, on the 17th day of February, 1897, The Citizens Home and Savings Company obtained a judgment and decree against W. H. Roots et al. for the sum of \$333.56 and 63 cts. weekly payments from January 4th, 1897, and \$13.13 costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said W. H. Roots et al. within three days from the 17th day of February, A.D. 1897, pay unto the said The Citizens Home and Savings Company the said sum of \$333.56 with above weekly payments, 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 Execution at law, to sell the real estate described in the plaintiffs petition, &c.

And whereas, the three days aforesaid have fully expired, and the said sum of \$333.56 and said weekly payments 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 Execution at law, the following lands and tenements, situate in the Village of Milford Center, County of Linn and State of Ohio, part of Lot No. 12;

Beginning at the South West corner of Lot No. 12 in said Village, and running in an easterly direction along the north line of Center Street 50 feet; thence North and parallel with the west line of said lot No. 12, 132 feet; thence West 50 feet to the south west corner of said lot; thence South 132 feet to the beginning.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 24th day of June, A.D. 1898.
J. R. Gosnell Clerk.

Afterward on the 30th day of July, A.D. 1898, the Sheriff of said County returned said writ to the Clerk's office in said County, which returned is as follows, to-wit:

Sherriff's
Return.

	\$	cts
Sheriff's Fee		
Service	25	
Copy	25	
Jury Appraisers	1	00
Oath money	25	
Writing Appraisal	25	
Copy of "	25	
Notice to Vendor	25	
Writing Notice	25	
Mileage	80	
Conveyance	8	00
Return		25
Total	11	80
Appraisers Fee	3	00

The State of Ohio, Linn County, ss.
In obedience to the command of the order of sale heretofore made, I did, on the 29th day of June, 1898, summon W. H. Mills, G. R. Houser and W. M. Snowgrass, their designated and qualified 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 29th day of June, A.D. 1898, 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 Ten Hundred and Eighty 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 30th day of June, 1898, I caused to be advertised in the Milford Center Ohioan (a newspaper printed and published, and of general circulation in Linn County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 30th day of July, A.D. 1898, 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: for consecutive weeks; and, in pursuance to the said notice, I did, on said

William T. Tracy,
of Linn
County, will
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30th day of July A.D. 1898, at the time and place above mentioned, proceed to offer said lands and tenements at public sale and there and then came Mrs Jennie Troy who bid the sum of Eight Hundred Dollars and said sum being more than two-thirds of the appraised value thereof and said Mrs Jennie Troy 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 Eight Hundred Dollars.

J. Cal Robinson, Sheriff.

On the 5th day of August A.D. 1898, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Sherriff's Sale
7269

The Citizens Home & Savings Company
vs
N. W. Root et al
Court of Common Pleas
Union County, Ohio

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio I will offer for sale at the north door of the Court House, in Marysville Ohio, on Saturday July 30th, 1898 at or about the hour of one o'clock A.M. on said day, the following described real estate, to-wit:

Situate in the Village of Wilford Center County of Union and State of Ohio part of Lot No. 12, Beginning at the south west corner of lot No. 12, in said village and running in an easterly direction along the north line of center street 50 feet; thence north and parallel with the west line of said lot No. 12, 132 feet; thence west 50 feet to the south west corner of said lot; thence south 132 feet to the beginning.

Appraised at \$1080.00
Terms of sale Cash.

J. Cal Robinson Sheriff of Union County, Ohio.

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 Weekly Chioan, a newspaper of general circulation in the County of Union, said publication beginning with June 30th 1898.

Chas. F. Morrow

Sworn to and subscribed before me this 5th day of August, 1898.

(sworn)

C. W. McAdams
Notary Public

Printers Fees \$10.50.

Answer and Cross-petition
7269

On the 2nd day of August A.D. 1898, the following Answer and Cross-petition was filed with the Clerk of this Court, to-wit:

The Citizens Home & Savings Company
vs
N. W. Root, Ellen J. Troy
William J. Troy and The
Citizens Home and Savings Company
Court of Common Pleas
Union County, Ohio

And now comes the said defendant, The Citizens Home and Savings Company, and for its Answer and Cross-petition herein says;

That it is an Association duly organized and incorporated under the laws of the State of Ohio providing for the incorporation of Building and Loan Associations, and that its principal office is at Marysville, Ohio.

1. First cause of action: For a first cause of action the said defendant The Citizens Home and Savings Company says; that on the 13th day of August, 1894, the said defendant William

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T. Trow made and delivered to said Company his contract, in writing, of which the following is a copy.

\$400⁰⁰

Marysville, Ohio, Aug. 13th 1894.

Received of The Citizens Home and Savings Company, of Marysville, O., Four Hundred Dollars, as a loan on Four shares of stock, No. 1124 owned by William T. Trow in said Company.

I agree to pay to said Company weekly, not less than One Dollar, which shall be applied as follows:

First. To the payment of any fines or other assessments made against me in pursuance of the by-laws of said Company.

Second. To the payment of the interest and premium due on said loan amounting to $6\frac{1}{2}\%$ Dollars per week.

Third. The balance of said payments shall be credited as due 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 I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

William T. Trow.

No. 491.

The By-Laws of said Company providing for the assessment of fines is as follows:

Sec. 31. Should any borrowing member fail to pay the weekly amount required to be paid on his stock he shall be fined five cents on each one hundred dollars of stock held by him for each failure, and after eight failures the whole amount of his loan shall become due, and the Board of Directors shall order the mortgage to be foreclosed.

By the express agreement between said William T. Trow and said The Citizens Home and Savings Company the premium on said loan was sixteen cents per weekly and the interest forty eight cents per week, and for convenience the same written together at $6\frac{1}{2}\%$ Dollars per week.

The said defendant William T. Trow has paid to said Company the sum of Two Hundred and Twenty Nine and $11\frac{1}{2}$ Dollars which has been applied according to the terms of said contract as follows:

For insurance \$16⁰⁰; for premium \$14⁵⁰; for interest \$49⁶⁴, and the remainder, \$149⁶⁴ has been credited as due on said stock.

The dividends declared on said stock are Eight and $11\frac{1}{2}$ Dollars.

The said defendant William T. Trow had failed to make the weekly payments as agreed to be paid in said contract for 8 weeks, the last payment having been made on said stock on the 6th day of June, 1895.

II. Second cause of action: For a second cause of action the said defendant, The Citizens Home and Savings Company says: That on the 13th day of August, 1894, and to secure the said loan, and weekly payments, set forth in said contract, in said first cause of action herein, the said defendant William T. Trow and Ellen J. Trow, his wife executed and delivered to said defendant the Citizens Home and Savings Company, their mortgage deed and trust conveyed to said Company the following described real estate, viz:

Situated in the Village of Milford Center, County of Ross and State of Ohio, and being the same premises described in plaintiff's petition herein filed.

The condition contained in said mortgage was as follows:

Provided, nevertheless, and these premises are upon these conditions: That, whereas, the said William T. Trow has entered into a contract in writing with said Company, in the words and figures following, to-wit:

\$400⁰⁰

Mayville, Ohio, Aug. 13th 1894

Received of the Citizens Home and Savings Company, of Mayville, Ohio, Four Hundred Dollars, as a loan on 4 shares of Stock No. 1129, owned by William T. Troy in said Company.

I agree to pay to said Company weekly, not less than One Dollar, which shall be applied as follows:

First. To the payment of any fine or other assessments made against me in pursuance of the By-Laws of said Company.

Second. To the payment of the interest & premium due on said loan, amounting to 6% Dollars per week.

Third. To the payment of any sum of money expended by said Company for insurance of mortgage property as required by the By-Laws of said Company.

Fourth. The balance of said payments shall be credited as due on said stock.

Said payments shall be continued until the same or credited on said stock, together with the dividends declared thereon shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

(signed) William T. Troy

Now, if the said William T. Troy shall pay to said Company, its successors or assigns, the said sum of money when due as set forth by said contract, then these presents shall be void.

On the 21st day of August A.D. 1894, at 9 O'Clock A.M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 33 page 157 of the records of Mortgages of said County.

Said Mortgage has become absolute. There is due and remaining unpaid upon said contract set forth in the first cause of action herein the sum of Two Hundred and Forty One & 5/100 Dollars on the 6th day of June 1895; and the further sum provided in said contract, viz: For fines 2⁰⁰ Dollars; for premiums 7⁰⁰ Dollars and for interest 2⁰⁰ Dollars, in all 6⁰⁰ Dollars for each and every week from and after said 6th day of June 1895.

The said defendant the Citizens Home and Savings Company, therefore asks that out of the proceeds of the sale of said premises there be applied to the payment of said indebtedness Two Hundred and Forty One Dollars and Fifty six cents and 6⁰⁰ Dollars additional from and after the 6th day of June 1895, until paid, and for all proper relief in the premises.

John M. Brodrick

Attorney for said The Citizens Home & Savings Company.

The State of Ohio, County of Union, ss.

John M. Brodrick, being sworn, makes oath that he is the Attorney of said defendant, the Citizens Home & Savings Company, and that the facts stated in the foregoing Affidavit and Petition are as affiant believes, true.

John M. Brodrick

Sworn to by said John M. Brodrick before me and signed by him in my presence this 2nd day of August, 1894.

(seal)

J. H. Russell Clerk

On the 9th day of September A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

The Citizens Home & Savings Company

County of Common Pleas Union County, Ohio.

Entry 7269

W. H. Roots et al

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the

said Sheriff of this Court by deed, as the right Section of said on \$800⁰⁰, in said prop out of Mfg premises the County before the day of Sep George R the following George R of the Estate deceased. vs Peter Ma appointed Samuel V. that he is a following \$430⁰⁰ Hundred

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 hereby are approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Ellen J. Tracy, by deed, according to law, the property so sold; and the said purchaser hereby is 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 her title.

It is further ordered that the Clerk cause satisfaction of the mortgages herein sued on to be entered on the records thereof, in the office of the Recorder of Minn. County Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to \$800.00, 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 amounting to \$45.00

Second. The costs of this action, taxed at \$39.94

Third. To the plaintiff the amount due it on W. F. Root's mortgage amounting to \$353.68

Fourth. To the plaintiff the amount due it on Ellen J. Tracy's mortgage amounting to \$260.58

Fifth. The remainder to Ellen J. Tracy - the costs and taxes being taken out of W. F. Root's interest leaves due from him \$11.62 to Ellen J. Tracy \$137.86

\$800.00

And an execution is awarded to put the purchaser in possession of said premises.

Brodrick for Plaintiff.

Attest

J. H. Gosnell Clerk

By J. W. D. Gosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Minn., in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, to-wit: on the 6th day of September, in the year of our Lord One thousand Eight hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 2nd day of August A. D. 1898, George Rittenhouse Executor &c. filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Peter Machan, to-wit:

George Rittenhouse, Executor of the Estate of Samuel Rittenhouse deceased.

Court of Common Pleas Minn. County, Ohio.

Petition 7564

vs Peter Machan

The plaintiff says that on the 5th day of February A. D. 1897, he was appointed by the Probate Court of Delaware County Ohio, Executor of the Estate of said decedent, Samuel T. Rittenhouse; that he was duly and legally qualified by giving bond as required by law, that he is still acting under said bond and qualification as such Executor.

The plaintiff says, he brings this his action against the defendant upon the following promissory note with all endorsements.

\$430.00

May 11th 1887.

One year after date one or either of us promise to pay to the order of S. T. Rittenhouse, Four Hundred and Thirty Dollars and 5/100 at 6 per cent per annum. Value received.

Peter Machan Martha Machan.

The following endorsements appear upon said note.

Peter Mackan note-

Oct. 20th 1890, Received \$50⁰⁰ on within note.

Feb. 26 1891, Received \$50⁰⁰ on within note.

April 4, 1893, Received \$50⁰⁰ on within note.

There are no other endorsements upon said note.

The plaintiff says there is due him as such Executor upon said promissory note the sum of \$569.60 with interest at 6 per cent from the 1st day of August 1898.

Wherefore the plaintiff asks judgment against the said defendant Peter Mackan for the sum of \$569.60 with interest at 6% and for costs of suit, and other proper order according to law.

F. J. Arthur
Attorney for Plaintiff

The State of Ohio, Minn County ss.

The plaintiff George Pittenhouse as Executor aforesaid being duly sworn says the facts and allegations in his foregoing petition are true as he truly believes.

George Pittenhouse

Sworn to before me and subscribed in my presence this 1st day of Aug. 1898.

J. N. Gosnell Clerk

Warror.

I hereby waive the issuing and service of summons and enter my appearance herein this 3rd day of August, 1898.

Peter Mackan
By John M. Brudrick his Atty.

On the 30th day of September A.D. 1898, the following Entry was filed with the Clerk of this Court to-wit:

Entry
7564

George Pittenhouse Executor of the Estate of Samuel J. Pittenhouse decd. vs
Minn County, Ohio.

Peter Mackan

This day this cause came on to be heard upon the pleadings and evidence, the defendant having failed to answer, demurror or otherwise plead, is adjudged by the Court to be in default and to be indebted to the plaintiff as he has alleged in his petition in the sum of Five Hundred Sixty Nine & 40/100 Dollars with interest since August 1, 1898, making total due this day, Sept. 30, 1898, the sum of \$572.45.

It is therefore considered, ordered and adjudged by the Court that the plaintiff as such Administrator receiver of the defendant the sum of \$572.45, with costs of suit, this judgment to bear interest at 6 per cent from September 30, 1898 - Stay of Execution granted until the 1st day of March, 1899.

F. J. Arthur
Brudrick for Deft.

Attest

J. N. Gosnell Clerk
By John A. Gosnell Deputy.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, to-wit: on the 6th day of September, in the year of our Lord One thousand Eight Hundred and Ninety Eight.

Be it remembered that on the 12th day of September A. D. 1898, William Huston, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Ripley C. Hoffman et al to-wit:

Petition
7591

William Huston
vs
Ripley C. Hoffman et al
John H. M. Suffer

Court of Common Pleas
Union County Ohio.

The defendants, on the 2nd day of October A. D. 1894, executed and delivered to Claude Huston their promissory note of that date, with the warrant of Attorney annexed, true copies of which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A," and made a part of this petition.

Plaintiff is the 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 Eleven Hundred Seventeen & 7/100 Dollars (\$1117.700), with interest at the rate of 8 per cent per annum, from the 12th day of September A. D. 1898.

Wherefore plaintiff pray judgment against said defendants for the sum of Eleven Hundred Seventeen & 7/100 Dollars, with interest thereon from the 13th day of September A. D. 1898, at the rate of 8 per cent per annum till paid, and for costs of suit.

William Huston
Attorney for Plaintiff

The State of Ohio, Union County, ss.

William Huston being sworn says that he is the Attorney and plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he truly believes the statements contained in the foregoing petition are true, in substance and in fact.

William Huston

Approved by said William Huston before me, and by him signed in my presence, this 12th day of September, A. D. 1898.

(seal)

Geo A. Gosnell Deputy Clerk.

"Exhibit A."

\$2000.00

Columbus, Ohio, Oct. 2nd, 1894.

Two years after date for value received, we jointly and severally promise to pay Claude Huston or order Two thousand Dollars, with interest from date until paid at the rate of eight per cent per annum, payable annually, and we do hereby authorize any attorney at law to appear for us in an action on the above note at any time after said note becomes due, in any Court of record in or of the State of Ohio, to waive the issuing and service of process against us and confess a judgment in favor of the legal holder of the above against us for the amount that may then be due thereon, with interest at the rate therein mentioned and costs of suit, and to waive and release all errors in said proceedings, petitions in error and the right of appeal from the judgment rendered. Witness our hands and seals.

R. C. Hoffman (seal)

John H. M. Suffer (seal)

Said note is indorsed as follows
"Claude Huston"

The following credits appear on said note.
 "Oct. 11/95 One Year interest paid on this note"
 "May 8/96 paid by Trumble Ch. & endorsed by Hoffman \$50.00"
 "With June 10. The balance of one half of the within note with the interest on that half to this date is paid \$1005.24"
 "Int paid to April 2/97"
 There are no other credits or endorsements on said note.

Answer
7591

William Austin
vs.
Ripley C. Hoffman &
John S. M. Saffey

Court of Common Pleas
Knox County, Ohio.

By virtue of the mandate of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several Courts of record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against said defendants, on said note, for the sum of Eleven Hundred and Seventeen Dollars and Sixty Eight cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

R. L. Woodburn
Attorney for Defendants

Entry
7591

William Austin
vs.
Ripley C. Hoffman &
John S. M. Saffey

Court of Common Pleas
Knox County, Ohio.

This day came the plaintiff, in person, also appeared in open Court, for and on behalf of said defendant, R. L. Woodburn, an attorney at law of this Court, and by virtue of the mandate 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 Eleven Hundred and Seventeen Dollars and Sixty Eight cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff, recover of said defendant the sum of Eleven Hundred and Seventeen Dollars and Sixty Eight cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 2nd day of April A.D. 1897; and also his costs herein expended, taxed at \$6.00; - And it having been made to appear that the defendant John S. M. Saffey is surety only on said note, he is hereby certified as such surety.

Attest
J. M. Hosnell Clerk
By J. M. Hosnell Deputy.

Petition
7569

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of Sept. Term, on the 6th day of September, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore, to-wit: on the 5th day of August A.D. 1898, Celesta Rizer, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against D. Sherman Rizer, to-wit:

Petition
7569

Celesta Rizer
vs
D. Sherman Rizer

Court of Common Pleas
Union County, Ohio.

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

That on the 10th day of April, 1895, she was married to the defendant at West Mansfield, Ohio.

That she has ever since said marriage conducted herself toward the defendant as a faithful, chaste and obedient wife.

That the defendant wholly regardless of his marital duties toward the plaintiff was on or about the 25th day of April, 1897, guilty of extreme cruelty toward the plaintiff, without any cause or provocation on her part by striking her and knocking her down and again on or about the 27th day of said month by kicking her and otherwise so abusing her that she was afraid to longer live with him; and that she has not since said date last above mentioned lived or cohabited with him.

That on or about the 24th day of July, 1898, said defendant was again guilty of extreme cruelty toward the plaintiff menacing her with a club and threatening to knock her brains out and threatening to kill her and by so putting her in fear that she was obliged to appeal to the officer of the Village of Richmond for protection.

That there is one child the issue of said marriage Leo Rizer by name aged two years and ten months.

That the defendant is a man of vicious and vulgar habits, that he has never supported said plaintiff or their said child, and is wholly unfit to be entrusted with the care, custody and education of 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 for such other relief as equity may require.

Geo. E. Robinson
Attorney for Plaintiff

The State of Ohio, Union County, ss.

Celesta Rizer being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true.

Celesta Rizer

Sworn to and subscribed before me this 4th day of August, 1898.

W. R. Cook
Notary Public

(seal)

On the 5th day of August A.D. 1898, 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 D. Sherman Rizer that Celesta

Rijor 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 sealed on him), charging him with extreme cruelty and asking that she may be divorced from him, and that she be granted the custody of their child and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and sit pro et contra from and after the service of this writ.

You will make due return of this summons on the 15th day of August A.D. 1898.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville, this 5th day of August A.D. 1898,
 J. N. Hosnell Clerk

Afterward on the 13th day of August A.D. 1898, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows, to-wit:

Sherriff's Return	Sherriff's Fee	\$	cts
	Service	65	
	Copy	15	
	Mileage	5	12
	Return		25
	Total	6	17

Received 10 o'clock A.M. on the 6th day of August A.D. 1898, and on the 9th day of August A.D. 1898, I served the same by delivering personally to D. Sherman Rijor, a true copy thereof together with a copy of the petition thereof.

J. C. Robinson Sheriff
 By J. M. Flickinger Deputy.

On the 21st day of September A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7569
 Celesta Rijor
 vs
 D. Sherman Rijor
 Court of Common Pleas
 Union County, Ohio.

And now comes the said plaintiff, by James C. Robinson 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 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 extreme cruelty toward the plaintiff herein and by reason thereof she is entitled to a divorce as prayed for.

It is further ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Celesta Rijor and D. Sherman Rijor 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 child to-wit: Leo Rijor of the said parties hereto be, until the further order, conferred to the said Celesta Rijor, and the said D. Sherman Rijor is hereby enjoined from interfering in any manner with the said child or with Celesta Rijor, in the custody, care, education and nurture of it until further order of this Court.

It is further considered by the Court that the said plaintiff pay the costs of this prosecution.

Attest
 J. N. Hosnell Clerk
 By J. A. Hosnell Deputy

the County of Ohio, on the 6th day of August, 1898, The following A. J. White George W. ...
 Petition 7589
 Charles H.
 note of m \$120.50
 to the People received. Attorney at in any case of process of this case shall of appeal
 Hundred 1897 at 8 the defendant
 The State plaintiff and allega
 Answer 7589
 Charles J. Hill an Attorn

Now continued and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, to-wit: on the 6th day of September, in the year of our Lord one thousand eight hundred and Ninety eight.

Be it remembered that heretofore to-wit on the 5th day of September A. D. 1898, The Peoples Bank filed in the Clerk's office of the said Court of Common Pleas, the following petition against Charles Hill et al to-wit:

A. J. Whitney, C. L. Chapman,
George Whitney & B. Woodburn,
doing business under the name of
The Peoples Bank

Court of Common Pleas
Union County, Ohio.

Petition
7589

Charles Hill et G. J. Hill

The plaintiff says this action is founded upon a promissory note of which the following is a copy with all the credits and indorsements thereon:
\$120.50

Marysville Ohio, Dec. 5th 1896.

Ninety days after date, as principal debtors, we jointly and severally promise to pay to the Peoples Bank or order at Marysville Ohio, One hundred Twenty and 5/100 Dollars for value received. And we hereby disprove 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 issue and service of process, and confess judgment against us or either of us, in favor of the holder or holders of this note for the amount of said note, with eight per cent interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this 5th day of December 1896.

signed Charles Hill (seal)
G. J. Hill

There is due the plaintiff from the defendant on said note, the sum of One Hundred Twenty and 5/100 Dollars, which they claim with interest from the 5th day of March A. D. 1897, at 8 per cent per annum, and for which with costs of suit they ask judgment against the defendants.

F. J. Arthur
Attorney for Plaintiff

The State of Ohio, Union County, ss.

F. J. Arthur Attorney, being sworn, says that he is the Attorney for plaintiff duly authorized, that said note is in his possession as such Attorney and that the facts stated and allegations in said petition are, as affirmed before, true.

F. J. Arthur

Sworn to before me and signed in my presence, this 5th day of September A. D. 1898.

John A. Gornall
Deputy Clerk

(seal)

Answer
7589
The Peoples Bank
Charles Hill et
G. J. Hill

Court of Common Pleas
Union County, Ohio.

The defendant Charles Hill and G. J. Hill by B. L. Woodburn, Attorney, and an Attorney at Law of this Court, duly authorized therefor by the Warrant of Attorney on record

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 through my care and under the issuing and service of process in this action and hereby enter their appearance herein; and said Defendant by R. L. Gammon 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 his petition set forth and that the amount due upon said indebtedness at this day is the sum of One Hundred Thirty Five & 00/100 \$135⁰⁰ Dollars bearing interest at 8 per cent per annum and therefore for that sum with interest from Sept 8, 1898, at 8 per cent per annum and accruing costs confess judgment in favor of the plaintiffs, and waive and release all error in this proceeding and said judgment, and all proceedings, petitions and writs of error therein

R. L. Gammon
Attorney for Defendant.

Entry
7589

The Peoples Bank
vs
Charles Hill and
D. J. Hill

Court of Common Pleas
Circuit Court, Ohio

This day came the plaintiffs by F. W. Burton Attorney and filed his Petition against said defendants and thereupon R. L. Gammon 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 was indebted unto the plaintiffs as he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiffs on said indebtedness the sum of One Hundred Thirty Five & 00/100 Dollars bearing interest at 8 per cent per annum, and that said plaintiffs ought to receive 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 Charles Hill and D. J. Hill Defendants the sum of One Hundred Thirty Five & 00/100 Dollars as confessed as aforesaid with interest from Sept 8, 98 at 8 per cent per annum and also costs in their behalf expended taxed to 87⁰⁰, 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. Hosnell Clerk
By J. M. Hosnell Deputy

County of
the amount
in the year
in the
Petition
7599
J. A. Wal
vs
Harry C. W
Carrie M. W

is a copy, per
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J. A. Wal
vs
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Carrie M. W

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Clerks continued and held at the Court House in Marysville within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of said Court, of the Term of September, to-wit: on the 27th day of Sept. in the year of our Lord one thousand eight hundred and Ninety Eight.

Petition
7599

Be it remembered that on the 30th day of September A.D. 1898, J. H. Wall filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Harry C. Carr et al, to-wit:
J. H. Wall
vs
Harry C. Carr et al
Carrie M. Carr
Court of Common Pleas
Union County, Ohio.

The plaintiff says this action is founded upon a promissory note of which the following is a copy, with all the credits and indorsements thereon:
\$129.63

Marysville, O. May 1st 1898.
Eighteen months after date, for value received, we or either of us promise to pay to J. H. Wall, or order, at the Banking House of Union Banking Company Marysville, O. One Hundred and Twenty Nine and 63/100 Dollars, with interest at 8 per cent from date.

And we do hereby authorize any Attorney at Law to appear for us in an action on the above note, at any time after said note becomes due, in any Court of Record, in or of the State of Ohio, to waive the issuing and service of process against us or either of us, and to give a judgment in favor of the said J. H. Wall against us or either of us for the amount that may then be due thereon, with interest at the rate therein mentioned, and costs of suit; and to waive all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals.

Harry C. Carr (seal)
Carrie M. Carr (seal)

There are no credits on said note. Said note is secured by mortgage.
There is due to plaintiff from the Defendants on said note, the sum of One Hundred and Twenty Nine and 63/100 Dollars, which he claims, with interest from the 1st day of May A.D. 1898, at Eight per cent, per annum, and for which with costs of suit he asks judgment against the Defendants.

Porter E. Porter
Attorneys for Plaintiff

The State of Ohio, Union County, ss.

J. H. Wall, the plaintiff being sworn, says that the facts stated and allegations in said Petition are, as affiant believes, true.

Sworn to before me, and signed in my presence, this 30th day of Sept. A.D. 1898.
J. A. Samuel
Deputy Clerk
(seal)

Answer
7599

J. H. Wall
vs
Harry C. Carr et al
Carrie M. Carr
Court of Common Pleas
Union County, Ohio.

The Defendants, the said Harry C. Carr and the said Carrie M. Carr by A. H. Kellefrath Attorney, and an Attorney at Law of record in this Court, duly authorized therefore 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. H. Kellefrath 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 One Hundred and Sixty Five and 9/100 Dollars, bearing interest at Eight per cent. per annum, and therefore, for that sum, with interest from September 30th, 1898, at 8 per cent. per annum and accretions *pro hoc* judgment in favor of the Plaintiff, and waive and release all errors in his proceeding and said judgment, and all proceedings, petitions and writs of error therein.

A. H. Kollipath
Attorney for Defendant

Entry
7599

J. A. Wall
Harry C. Carr
Carrie M. Carr

Court of Common Pleas
Union County Ohio.

This day came the Plaintiff by Porter Ed Porter Attorneys, and filed his petition against said Defendants, and therein A. H. Kollipath 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, sworn 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 he has 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 Sixty Five and 9/100 Dollars, bearing interest at 8 per cent per annum, and that said plaintiff ought to recover said Defendants a judgment for that sum.

It is therefore considered by the Court here that the said J. A. Wall Plaintiff do recover of the said Harry C. Carr and Carrie M. Carr Defendants the sum of One Hundred and Sixty Five and 9/100 Dollars or confessed as aforesaid, with interest from September 30, 1898, at 8 per cent per annum, and also costs in his behalf expended, taxed to 64¢, and by virtue of said Warrant of Attorney all errors in this return, judgment and proceedings, and all proceedings, petitions and writs of error therein, are by said Defendants waived and released.

Attest
J. N. Hosnell Clerk
By J. A. Hosnell Deputy



The Court
of Ohio, by
the 6th day
Ninety
J. A. Wall
Petitioner
vs
Harry C. Carr
Carrie M. Carr

Petition
7516

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Pleas continued and held at the Court House in Marysville, within and for the County of Grimm, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of said Court, on the 6th day of September, in the year of our Lord One thousand Eight hundred and Ninety Eight.

Be it remembered that heretofore to-wit, on the 1st day of March A.D. 1898 J. H. Wall filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Susan A. Miller et al. to-wit:

Petition
7516

J. H. Wall
vs
Susan A. Miller et al
G. W. Miller

Court of Common Pleas
Grimm County, Ohio

The plaintiff says that this is an action founded upon a written instrument, for the payment of money only, of which the following is a copy, to-wit:

\$180.63
Marysville, O. March 5th 1895:
One year after date I promise to pay to the order of J. H. Wall, One hundred & Eighty and 63/100 Dollars at 8% after due, payable at Union Bank.
Value received with interest at -- per cent per annum. Marysville O.
Susan A. Miller
G. W. Miller

Said note has the following credit thereon: "Received March 25, 1897, Twenty Dollars on the within note." There are no further or other credits thereon.

There is due the plaintiff on said note from the said defendant, Susan A. Miller and G. W. Miller, the sum of One hundred and Seventy-five dollars and Eighty-eight cents, which the plaintiff claims, with interest from the 25th day of March A.D. 1897, at the rate of Eight per cent per annum.

The plaintiff therefore asks judgment against said defendants for said sum of \$175.88, with interest at Eight per cent per annum, from said 25th day of March 1897, and for all other and proper relief.

Porter & Porter
Attorneys for Plaintiff

The plaintiff, J. H. Wall, being sworn, makes oath, that the facts stated in the foregoing petition are true.

Sworn to by J. H. Wall before me, and signed by him in my presence this 1st day of March A. D. 1898.
(seal)

To the Clerk:

Issue summons upon the petition in the within entitled case, returnable according to law, Endorse "Amount claimed \$175.88 with interest at 8% from March 25th 1897."

Porter Ed Porter
Attorney for Plaintiff

Summons

On the 1st day of March A. D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Grimm County.
To the Sheriff of Grimm County:
You are hereby commanded to notify Susan A. Miller and G. W. Miller, that they have been sued by J. H. Wall, in the Court of Common Pleas of Grimm County, and must answer by the 2nd day of April 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 14th day of March A.D. 1895.
 Witness my hand and the seal of said Court, this 1st day of
 March A.D. 1895.

(seal)

J. N. Gosnell Clerk

On the 10th day of March A.D. 1895, the Sheriff of said County returned said writ to
 the Clerk's office in said County, which return is as follows to-wit:

Sheriff's
 Return

Sheriff's Fees	\$	cts
Service Return		65
Mileage	1	76
Copies		30
Total	2	71

The State of Ohio, Minn. County.

Received this writ March 2nd A.D. 1895, at 8 o'clock
 A.M. and served same by delivering a true and certified copy of this writ
 with all of the endorsements thereon to E. W. Miller personally on March
 4th, 1895, to Susan A. Miller personally on March 8th, 1895.

J. Ed Robinson, Sheriff.

Answer of
 E. W. Miller
 7516

On the 16th day of April A.D. 1895, the following Answer was filed with
 the Clerk of said Court, to-wit:

J. A. Wall
 vs
 Susan A. Miller et al
 Court of Common Pleas
 Minn. County, Ohio

Now comes the said E. W. Miller, one of the defendants in this action, and having
 first obtained leave of Court, files this his answer in the above case.

1st Cause of Defense--

This defendant says, that he admits the execution and delivery of said note to
 the said Wall, and that it was for said sum of One Hundred and Eighty and 69/100 Dollars, with interest
 at the rate of eight per cent. per annum after maturity.

2nd Cause of Defense

This defendant avers that said note is wholly paid, and by the mistake of
 this defendant and the misrepresentations of said plaintiff, this defendant was induced to pay to the said
 Wall, plaintiff, more than the amount of said note with interest, as will more fully appear from the
 following payments made on said note, and which this defendant was given to understand were being
 indorsed on said note, to-wit:

June 1st, 1895, Recd. of E. W. Miller, One Hundred Dollars, signed J. A. Wall. -- June 5th,
 1895, recd. \$20.00 -- June 11th, recd. \$30.00. -- Feb. 22nd, 1897, recd. by check on Minn. Banking Company,
 \$37.98, and the indorsements made on said note, of \$20.00 on March 25th 1897. Total amount paid on
 said note, and which should be credited thereon being \$212.98.

This defendant further says that the said plaintiff held said note and never let this defend-
 ant see the same and that he, the said plaintiff, promised to duly credit the same on said note, but has
 utterly failed to do the same, except the \$20.00 credit made March 25th.

3rd Defense - Counter Claim.

This defendant further avers by way of counter claim, that the said
 plaintiff, agreed on or about the 22nd day of Feb. 1895, to pay to this defendant the amount above
 \$1600, for which he, this defendant, could sell, or furnish a buyer for the Forty acre tract of land,
 traded to the said plaintiff by this defendant, situate in the County of Wyandot, State of Ohio, and
 for which tract, this defendant furnished the said plaintiff a buyer on the terms and at the cash
 price of \$1800.00, that by the terms of said verbal contract the said defendant was to receive the sum
 of \$200.00 for the sale of said land, that this said defendant fully complied with the contract
 on his side, and furnished a buyer John Dearmeyer who was ready and able to take
 said land at the price of \$1800.00, said purchaser assuming a mortgage of \$1000.00 and paying \$800.00
 as per the agreement of the said plaintiff, to the said defendant, and the said defendant avers
 that he has fulfilled the contract, on his side to be done, and that there is due him, this defendant,

Reply
 7516

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the sum of \$200.00 as commission for the sale or furnishing a buyer for said tract of land.
4th defense - Second item of Counterclaim.

This defendant further says that on or about the 1st day of March, 1895, the said plaintiff, agreed to pay to this said defendant, for furnishing him, said plaintiff, a renter for the forty acre tract of land, in said County of Wyandot, all excess of rent above the sum of One Hundred and Twenty-Five (\$125.00) Dollars, for which this defendant could rent the same.

This defendant further avers that on the 7th day of March of said year, he rented the said tract of land so belonging to the said plaintiff, to one Samuel Wagner, for the term of one year beginning on the 1st day of April, 1895, for the sum of One Hundred and Fifty (\$150) Dollars, cash on said 1st day of April, 1895. That said plaintiff collected said rent but had failed to pay over to this defendant the said excess, above \$125.00, as he so agreed, although this defendant had repeatedly asked for the same.

That there is due to him, this defendant, from the said plaintiff, the sum of Twenty Five (\$25.00) Dollars, for the furnishing a renter and renting said farm, and which the said plaintiff agreed to pay.

Wherefore this defendant asks, 1st that said plaintiff be ordered to give this said defendant credit on his said note set up in this cause of action, and if he so refuse to do that the same be declared a set off against the same, and a judgment for the excess of the payments above the amount of said note, and for judgment on said Counterclaim in the sum of Two Hundred and Twenty-Five (\$225.00) Dollars and for his costs and all proper relief in the premises.

W. W. Merchant
Attorney for G. W. Miller.

The State of Ohio, Union County, ss.

G. W. Miller, being first duly sworn, says that he is one of the defendants in this action, that the facts stated and allegations made, are, as he verily believes, true.

G. W. Miller.

Sworn to before me and by affidavit subscribed in my presence this 16th day of April, 1895.

(seal)

J. N. Gosnell Clerk

On the 26th day of August A. D. 1895, the following Reply was filed with the Clerk of this Court, to-wit:

Reply
7596

J. H. Wall
vs
Susan A. Miller et al
Court of Common Pleas
Union County, Ohio.

The plaintiff replies to the answer of Susan A. Miller and G. W. Miller, the defendants herein, and for reply says:

That as to the second cause of defense and 3rd defense called "Counterclaim" and the 4th defense called "second item of counterclaim," the plaintiff denies each and every allegation made in said defenses, and each of them, and prays judgment as he has already prayed in his petition.

Porter Ed Porter
Attorneys for Plaintiff

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

J. H. Wall.

Sworn to by J. H. Wall, before me, and signed by him in my presence this 28th day of August A. D. 1898.
(seal) J. A. Gornall Deputy Clerk

Motion 7516
On the 1st day of September A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:
J. H. Wall
vs
Susan A. Miller & G. W. Miller
Court of Common Pleas
Union County, Ohio.

Now comes the defendants and moves the Court to require the plaintiff to secure the costs in this case for the reason that the said plaintiff is a non resident of Union County Ohio, and of the State of Ohio.
W. W. Merchant
Attorney for Defendants.

Motion 7516
On the 20th day of September A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:
J. H. Wall
vs
Susan A. Miller et al
Court of Common Pleas
Union County, Ohio.

The plaintiff, now comes and moves the Court for an order requiring the defendants to perform their third defense in their answer as to state, to wit: to return it was they sold plaintiffs land for the plaintiff.
Porter & Porter

Motion 7516
On the 20th day of September A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:
J. H. Wall
vs
Susan A. Miller et al
Court of Common Pleas
Union County, Ohio.

The plaintiff, now comes and moves the Court for leave to withdraw his reply to the third defense in defendants answer, for the purpose of interposing a motion as to the same.
Porter & Porter

Entry 7516
On the 28th day of September A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:
J. H. Wall
vs
Susan A. Miller et al
Court of Common Pleas
Union County, Ohio.

This day came the parties by their attorneys, also came the following named persons as jurors, to-wit: (1) W. P. Royal, (2) Frank Scott, (3) George Liggett, (4) Miles N. Kirk, (5) J. E. Spain, (6) John V. Day, (7) W. D. Blue, (8) S. W. W. Allison, (9) Walter H. Baker, (10) Ed. McCormick, (11) S. B. McCullough, (12) D. A. Savage, who were duly impaneled and sworn according to law, and after hearing the evidence adduced in part, the hour for adjournment having arrived, this cause was continued until 8⁰⁰ O'clock tomorrow morning.

On the 29th day of September A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

7516
J. H. Wall
vs
Susan A. Miller

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Entry & Verdict 7516
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J. H. Wall
vs
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Entry 7516
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J. H. Wall
vs
Susan A. Miller

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7516 J. H. Wall
vs
Susan A. Miller et al

Court of Common Pleas
Union County, Ohio.

This day again came the parties by their attorneys, also came the said jury who were heretofore impaneled and sworn according to law, and after hearing the remaining testimony and the argument of Counsel the hour for adjournment having arrived, this cause is continued until 8³⁰ O'clock tomorrow morning.

Entry and Verdict 7516

J. H. Wall
vs
Susan A. Miller et al

Court of Common Pleas
Union County, Ohio.

On the 30th day of September A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

This day again came the parties by their attorneys, also came the said jury heretofore impaneled and sworn according to law, and after hearing the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes the said jury into open Court with their verdict in writing, signed by their foreman and says:

That the jury, being duly impaneled, sworn and affirmed, find the issue in this cause in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendants at the sum of One Hundred Dollars.

Dated, Sept. 30, 1898.

John Wiley, Foreman.

Entry 7516

J. H. Wall
vs
Susan A. Miller et al

Court of Common Pleas
Union County, Ohio.

On the 6th day of October A. D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

The jury in this action having on a former day of this term rendered a verdict for the plaintiff and assessed his damages at One Hundred Dollars, and no motion for a new trial having been made.

It is therefore considered by the Court that the plaintiff recover from the said defendants the said sum of One Hundred Dollars, together with his costs herein expended, taxed at \$120.16.

Attest
J. H. Gosnell Clerk
By J. A. Gosnell Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dowd, Judge of said Court, of the Term of September, 1898, on the 6th day of September, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that Charles L. Perkins on the 29th day of January A.D. 1898, Edwin H. Perkins et al filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Francis J. Arthur, Adm'r, et al, to-wit:

Edwin H. Perkins
Charles L. Perkins,
Alice M. Kittrick and
Catherine R. Bee

Court of Common Pleas
Union County, Ohio.

Petition
7500

vs
Francis J. Arthur-Adm'r,
of the estate of Abner
J. Degord; Henry A. Liggitt
and Lizzie Liggitt, his wife

Now come the plaintiffs, Edwin H. Perkins, Charles L. Perkins, Alice M. Kittrick and Catherine R. Bee, and for cause of action says,

That on or about the 18th day of Nov. 1888, that one Abner Liggitt late of Union County, died intestate, leaving as his heirs and next of kin the following named persons, to-wit; Abner Liggitt, Almeda J. Degord, these plaintiffs, Edwin H. Perkins, Charles L. Perkins, Alice M. Kittrick and Catherine R. Bee, children of his deceased daughter, Elizabeth Perkins and Thomas Perkins, Henry A. Perkins, Mary D. Flemming and Elizabeth C. Flemming, children of his deceased daughter, Susan Perkins, that the said Abner Liggitt did seized of the following land situate in the County of Union, in the State of Ohio, and in Dover Township, and part of Virginia Military Survey No. 5869 and 5499, and bounded and described as follows, to-wit;

Beginning at a stone on the south bank of Blue Creek North-east corner to the lands of Charlotte Rittenhouse; thence with the East line of said lands S. 5. W. 176 poles to a stone South-east corner to said lands and North-west corner to lands of Isabella Myron; thence with of said lands and continuing with the North line of the lands of James Rittenhouse N. 73. E. 88 poles to a stone; thence with another line of the said James Rittenhouse land N. 5. W. 131 poles to a stake (with a buckeye on the South Bank of the creek) thence down the creek with the meanders thereof to an ash stump on the bank of said creek; thence with three consecutive lines of Henry G. Ferris' land N. 5. W. 196 1/2 poles to a stone; thence N. 85. E. 56 poles to a stone in the South line of Survey No. 5499 and South-west corner to the lands of Francis Algin; thence with the west line of said lands N. 6. W. 85 poles to a stone in the center of the Perkins road; thence with the center of said road S. 84. 30. W. to a stone in the center of said road and North-east corner to the lands of Chas Spurgeon et al; thence with the east line of said lands S. 6. E. 85 poles to a stone in the North line of said survey No. 5499; thence with the said line S. 84. 30. W. 15 poles to a stone in the said line and North-east corner to the lands of Eben Davis; thence with three consecutive lines of said land S. 4. 30. E. 100 1/2 poles to a stone; thence S. 85. 15. W. 15 poles to a stone; thence S. 4. 30. E. 40 1/2 poles to a stone and tile; thence S. 85. W. 37 1/2 poles to a stone in the South line of said Eben Davis land and North-east corner of the lands of A. B. Robinson quada; thence with the east line of said lands S. 5. E. 143 1/2 poles to a stone on the North bank of Blue Creek; thence down the Creek with the meanders thereof to the beginning - Containing 335 1/2 acres, more or less.

That said lands descended to these plaintiffs and said defendants as tenants in common. That on the 22nd day of Feby. 1888, an action begun in the Common Pleas

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Court of Union County, Ohio, for the partition of said estate between said parties heirs; that such proceedings were had that on the day of March, 1888, that the Court ordered that said estate be partitioned between said heirs as aforesaid, to each the full and equal one-fourth (1/4) part.

That the Commissioners appointed to partition said, were unable to divide said lands, and that the said Almeda J. Degord agreed to and elected to take said lands, at the appraised price per acre, amounting to the sum of \$11,715.00.

That the Sheriff of the said County of Union, duly executed and delivered to the said Almeda J. Degord a deed for said land as aforesaid, subject to the liens of the other heirs of the said Absalom Liggitts' deed.

That to satisfy the liens of the said Absalom Liggitts, and the heirs of the said Susan Perkins, deed the said Almeda J. Degord, duly executed and delivered to the said Absalom Liggitts and to the heirs of the said Susan Perkins deed, a deed of general warranty, to each, to the said Absalom Liggitts the part that lays south of the said Springdale Road, and containing about 110 acres more or less, and to the heirs of the said Susan Perkins the North part of said tract containing about 125 acres more or less, and reserving to himself the 90 1/2 acres lying North of said Springdale Road, and being the home farm of the said Absalom Liggitts' deed, and being part of said survey No. 5499, bounded and described as follows:

Beginning at a stone in the center of the Blue Creek Road and in the East line of Samuel Bowditch's land; thence with said line N. 50 deg. W. 143 1/100 poles to a stone N. E. corner to said Bowditch's land in the South line of lands formerly owned by T. J. Sager; thence N. 85 deg. E. 81 57/100 poles to a stone N. W. corner to Henry C. Ferris' land; thence with the West line of said lands S. 5 deg. 30 min. E. 166 poles to a stone in the center of said Blue Creek Road; thence with the center of said road as follows, N. 88 deg. W. 37 34/100 poles, N. 72 deg. W. 8 poles N. 51 deg. W. 11 72/100 poles and E. 81 deg. W. 42 poles to the place of beginning, containing, 90 5/100 acres.

That the said Absalom Liggitts and the heirs of the said Susan Perkins, deed, have each paid to these said plaintiffs the amount of their, these said plaintiffs, their share in said lands, so decreed to them by the said Almeda J. Degord, and that they hold their lands free of the claim of these said plaintiffs, that the said Almeda J. Degord has failed to pay to these said plaintiffs the one fourth equal part or fourth due to them by the said Court of Common Pleas, as aforesaid, and the same is far past due.

Said plaintiffs further say, that on or about the 22nd day of October, A. D. 1894, the said Almeda J. Degord deeded, by deed of general warranty, to this said defendant, the said Henry H. Liggitts, in consideration of the sum of \$3100.00 to her paid, the said 90 5/100 acres, above described.

That the said defendant, the said Henry H. Liggitts, took said lands well knowing that said plaintiffs had never been paid their share out of these said lands, from the said Almeda J. Degord, and that he took said lands subject to their said claim, for their share of the said purchase money.

That on or about the day of 1896 the said Almeda J. Degord died, intestate, and that the said Francis J. Arthur, is the duly appointed, qualified and now acting administrator of the estate of the said Almeda J. Degord.

Plaintiffs further say that there is due to them as balance of purchase money for said above described premises, from the said Francis J. Arthur, as administrator of the estate of the said Almeda J. Degord, deed, the sum of Five Hundred and Twenty-Five (\$25.00) Dollars, with interest from the 20th day of January, 1895.

That on the day of July, 1897, demand was made on him, as the administrator of the estate of the said Almeda J. Degord, deed for said amount, but which he as such administrator, refused to pay, and still refuses to pay the same through the same is for

past due and unpaid.

Wherefore these said plaintiffs pray judgment against the said Francis T. Arthur, as administrator of the estate of the said Almida J. Degord, dec'd, for the said sum of Five Hundred and Twenty-Five (\$525) Dollars, with interest from the 20th day of January, 1898, and an order that, in case the said Francis T. Arthur, as administrator of the estate of the said Almida J. Degord, dec'd, shall not pay the said judgment by a short day to be named by the court, the said premises may be sold, and so much of the proceeds as may be necessary be applied to the payment of judgment so to be rendered, and for all and proper relief both in equity and law, and for costs.

W. W. Purchase

Attorney for Plaintiffs.

State of Ohio, Minn County, ss,

Charles L. Perkins, one of the said plaintiffs in the above case, being first duly sworn, says that the facts stated and allegations made in the foregoing petition, are true, as he verily believes.

Charles L. Perkins.

Sworn to before me and subscribed in my presence this 29th day of Jan., 1898,

(seal)

John A. Gornell Deputy Clerk

Waver

I hereby waive the issue and service of summons in the within cause and voluntarily enter my appearance as defendant in said suit.

H. H. Liggate,

Lizzie Liggate

F. T. Arthur, Administrator of Almida J. Degord.

On the 21st day of March A. D. 1898, the following Answer was filed by the

Clerk of this said Court, to-wit:

Answer

7500

Edwin H. Perkins et al

Court of Common Pleas

Minn County, Ohio.

Francis T. Arthur, Adm'r et al

The defendant, F. T. Arthur as Administrator of the estate of Almida J. Degord dec'd, admits the death of Abram Liggate as alleged in plaintiffs petition, that he left the lands described as 82 1/2 acres to the parties named as his lawful heirs. That partition was sought by them, and that the proceeding resulted in the sale of said land by the Sheriff of Minn County Ohio, to Almida J. Degord; that the Sheriff executed a deed to said purchaser free from any and all liens; that afterwards said Almida J. Degord sold to Abram Liggate and the heirs of Susan Perkins all of said lands except 90 1/2 acres which she owned and afterwards she sold said 90 1/2 acres to one H. H. Liggate; that afterwards said Almida J. Degord died intestate, and that said Francis T. Arthur was appointed and duly and legally qualified as administrator of her estate and is now acting as such - but defendant as such administrator denies each and every other statement and avowment in plaintiffs petition, and denies as such administrator he owes any sum of money whatever to said plaintiffs, wherefore he prays to go hence and remove of plaintiffs costs and such further order as may be just.

F. T. Arthur, Adm'r

The State of Ohio Minn County, ss,

The above F. T. Arthur, Administrator being duly sworn says the facts and allegations in his foregoing Answer are true as he verily believes.

F. T. Arthur, Adm'r

of March A. D. 1898.

(seal)

Sworn to before me and signed in my presence this 21st day

John A. Gornell Deputy Clerk of Courts

Entry 7550

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Petition 7247

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Entry
7500

Afterward on the 19th day of May A. D. 1898. the following entry was filed with the Clerk of this Court, to-wit:

Edwin H. Perkins
vs
Francis T. Arthur, Administrator
of the estate of Almeda J. Debord decd

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing, was submitted to the Court upon the pleadings, to-wit; the petition and the answer and the evidence, and on consideration thereof, the Court find on the issue joined for the plaintiffs and the claim of the said plaintiffs ought to be allowed.

It is therefore adjudged by the Court that the claim of the said plaintiffs, Edward H. Perkins, Charles L. Perkins, Alice Whitwick and Catherine R. Bee, against the estate of the said Almeda J. Debord be allowed by the said Francis T. Arthur, Administrator thereof, in the sum of Four hundred and seventy eight and 87/100 (\$478.87) Dollars, and it is ordered that said administrator pay the costs of this proceeding.

W. W. Merchant
Attorney for Plaintiffs

Approved
Dow, Judge
Attest
J. M. Gosnell Clerk
By J. A. Gosnell Deputy

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Demeas Dow, Judge of said Court, of the Term of September, to-wit; on the 6th day of September, in the year of our Lord One thousand eight hundred and ninety eight.

Petition
7247

Be it remembered that hereupon to-wit; on the 3rd day of December A. D. 1898, Maggie F. Thompson filed in the Clerk's office of the said Court of Common Pleas, the following Petition against William Thompson, to-wit:

Maggie F. Thompson
vs
William Thompson
Court of Common Pleas
Union County, Ohio.

The plaintiff alleges, that on the fourteenth day of May, 1890, in Mill-Creek Township, Union County, Ohio she was married to the defendant and has resided in this County almost ever since, and that this plaintiff is a resident of Union County, and has been a resident of the State of Ohio for more than one year last past, and that since said marriage plaintiff has 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 as a husband, has grossly neglected plaintiff and their children for three years last past, in this to-wit; she has been compelled to work and support herself and children for about three years last past and that said defendant was at all times able to support the plaintiff and their children if he would have done so.

Third: The defendant was also guilty of extreme cruelty in this to-wit; that the defendant did on numerous occasions, without any cause or provocation on the part of said plaintiff beat and kick and threaten to kill the said plaintiff.

The following children are the issue of said marriage to-wit; Harry Thompson, of the age of sixteen years, Vera Thompson aged 10 years; Wale Thompson, of the age of 7 years.

The plaintiff, therefore prays that she may be divorced from said defendant, and that she may be given the custody of said children, and for such other relief as equity may require.

Maggie Thompson
F.A. Thompson
Attorney for Plaintiff.

On the 2nd day of December A. D. 1896, the following Affidavit was filed

Affidavit for
Publication
7247

with the Clerk of this Court, to-wit:
Maggie Thompson
vs
William Thompson
Court of Common Pleas
Kinn County Ohio.

Maggie Thompson, the above named plaintiff, makes oath and says, that service of a summons and copy of the petition herein can not be made upon said defendant, that the place of residence of the defendant is unknown to plaintiff, and that this action is brought by said Maggie Thompson against the said William Thompson, in this Court for divorce and custody of children according to the statute, in such case made and provided, and further saith not.

Maggie Thompson
I am to and subscribed before me this 30th day of November, 1896.
F.A. Thompson
Notary Public, Minn. Co. O.
(seal)

Legal Notice

William Thompson, whose place of residence is unknown, is hereby notified that his wife, Maggie Thompson did on the 2nd day of December, 1896, file her petition in the office of the Clerk of the Court of Common Pleas of Kinn County, Ohio, charging the said William Thompson with gross neglect of duty and extreme cruelty toward the plaintiff and asking that she may be divorced from the said William Thompson and ask the custody of their three children. Said petition will stand for hearing after the expiration of six weeks from the first publication of this notice.

F.A. Thompson
Attorney for Plaintiff.

December 3, 1896.

The State of Ohio, Minn. County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the Kinn County Journal, a newspaper of general circulation in the County of Kinn, said publication beginning with Dec. 3, 1896,

A. J. Hare
I am to and subscribed before me this 15th day of September, 1897.
F.A. Thompson
Notary Public
Minn. County Ohio.
(seal)

Printed Fees, \$3.00

Afterward on the 9th day of September A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7247

Maggie Thompson
vs
William Thompson
Court of Common Pleas
Kinn County Ohio.

This cause came on to be heard upon the petition and the evidence, and was

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Petition
7470

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submitted to the Court, on consideration whereof the Court finds that due notice of the filing and pendency of this petition was given to the defendant according to law, but he has failed to answer or appear to said petition, and that said parties were married as set forth in the petition; that the plaintiff has a bona fide residence of Union County, in this State for one year before the filing of the petition herein, that the plaintiff was willfully abandoned by the defendant and also grossly neglected her without any just cause for the term of three years, and that plaintiff is entitled to a decree of divorce, and the same is hereby granted,

F.A. Thompson
Attorney for Plaintiff

Attest
J.M. Hosnell Clerk
By J.W.A. Hosnell Deputy

Clerk continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Don Judge of said Court, of the Term of Sept, 1898; on the 6th day of Sept. A. D. 1898.

Be it remembered that heretofore to-wit on the 30th day of November A. D. 1897, Erich Mann filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against the School District of Washington Twp. Union County, Ohio, to-wit:

Petition
7470

Erich L. Mann
The Township School District of Washington Township, Union County, Ohio, and the Board of Education of said School District.

Court of Common Pleas,
Union County, Ohio.

The plaintiff Erich L. Mann says that on the 23rd day of January 1892, he was duly appointed and qualified as the executor of the last will and testament of David Logan late of Union County Ohio deceased and continued to be said executor until the settlement of said estate was made as hereinafter stated.

That Washington Township, Union County Ohio, is and has been since prior to February 16, 1892, a Township School District under the laws of said State, and that said district was then and has been ever since and is now subdivided into Sub School District and the following named persons now constitute the Board of Education of said School District, to-wit: G.B. Johnston is Clerk of said Township, and is Ex-officio Clerk of said Board of Education, and George Temple A. Dinsinger Mike Harper Billie Wilson J. D. Davis Lemuel Robinson C.E. Fields C.A. McElroy John Harper Edward Cole and said is president of said Board.

That on the 16th day of February, 1892, the Board of Education of said District and said District by its Board of Education presented to plaintiff as said Executor for allowance and payment its claim of Nine Hundred and Fifty one & 99/100 Dollars against the estate of said David Logan deceased, which claim was then and there duly allowed by said Executor as a valid claim against said estate.

That with no knowledge that said estate was insolvent and believing that said estate would fully pay all of its indebtedness and without waiting to ascertain the solvency of said estate at the request of defendant, he then and there paid to said District and to said Board of Education for said District the sum of Seven hundred and Twenty eight & 99/100

Dollars to be applied on the payment of the said account: that in fact said Estate was insolvent as was afterwards ascertained and was duly declared insolvent by the order of the Probate Court of said County on the 8th day of March, 1894, and due notice was given thereof to the creditors of said estate.

That upon the 27th day of October, 1894, said Executor made settlement of said Estate and filed his final account thereof with the said Probate Court which account and settlement was duly approved and confirmed by said Probate Court and order of distribution made and the total assets of said estate after paying proposed claims was only 53 per cent of the liabilities of said Estate and the distribution share of said School District and the said Board of Education was only 53 per cent of their claim aforesaid, to-wit: the sum of Five Hundred and Ninety Dollars, and that in said settlement said plaintiff as said executor could not and did not receive credit for more than Five Hundred and Ninety Dollars in the final settlement of the said estate on said claim, and plaintiff has not at any time and will not be able to obtain credit for more than said sum of Five Hundred and Ninety Dollars on said claim, and said School District and said Board of Education were not at any time entitled to more than Five Hundred and Ninety Dollars as their distributive share of the assets of said estate and all that was paid defendants by plaintiff in excess thereof, to-wit: the sum of Two Hundred and Ninety Dollars was paid said defendants by plaintiff by mistake and plaintiff was compelled to and did replace the same to the assets of said estate from his private funds.

That on the _____ day of June, 1897, the said plaintiff demanded of said Board of Education and of said School District the said sum of Two Hundred and Ninety Dollars and interest thereon from Feb. 16th, 1892, and the said District and the said Board failed to pay and refused to pay the same or to make any provision therefor and never have paid any portion thereof to plaintiff.

That said excess, to-wit: the sum of Two Hundred and Ninety Dollars was paid to defendants by plaintiff at defendants request and by mistake and before plaintiff had time and opportunity to discover that said estate was insolvent and before he knew it was insolvent and when he had reason to believe and did believe it solvent, that there is due plaintiff from the defendants by reason of the promise for money paid them by plaintiff by mistake as aforesaid the sum of Two Hundred and Ninety Dollars with interest from Feb. 16th, 1892.

Therefore plaintiff asks judgment against defendant for the said sum of Two Hundred and Ninety Dollars and interest thereon from Feb. 16, 1892.

Robinson & Northburn
Attorneys for Plaintiff

The State of Ohio, Union County, ss.

A.B. Robinson, being first duly sworn, says that he is one of the Attorneys of said plaintiff, and that said plaintiff is absent from said County and a non-resident thereof, and that the statements of the foregoing petition are true as he believes.

A.B. Robinson

Shown to before me and subscribed in my presence this 27th day of November, 1897.

(seal)

Geo. A. Gornall, Deputy Clerk of Court.

On the 30th day of November A. D. 1897, the following Warrant was filed with the Clerk of this Court, to-wit:

Warrant

We hereby waive the issuing and service of Warrants and enter our appearance herein.

W. T. Hoopes, Atty for Defs.

Answer
7470

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Answer
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On the 10th day of May A.D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:
Uriah L. Mann.

The School District of
Washington Township
Union Co. O. Ed The Board
of Education of said School Dist.

Court of Common Pleas
Union County Ohio.

And now comes the said defendant and for their answer to plaintiff's petition herein filed say: That they admit that plaintiff is the duly appointed and qualified executor of the last will and testament of David Logan, deceased.

That said Washington Township, Union County Ohio, is and has been since prior to February 16th 1892, a Township School District under the laws of the State of Ohio and is sub-divided into sub-districts.

That said W.B. Johnston is Clerk of said Township and is ex-officio Clerk of said Board of Education and that at the time of the signing of the petition herein said George Temple, A. Dorrflinger, Mike Harper, Wm. Wilson, C. L. Davis, Lemuel Robinson, C. L. Fiddle, C. D. McCarty, John Harper and Edward Cole was Directors, and defendants deny each and every other allegation in said petition contained not herein specifically admitted.

Second Defense; Further answering defendants say that said David Logan was the duly elected and qualified Township Treasurer of said Washington Township, Union County, Ohio, and was ex-officio Treasurer of said School District, and as such Treasurer had the receiving and disbursing of the School Funds of said District.

That as such Treasurer he was compelled by law to execute a bond with sufficient sureties for the faithful performance of his duties.

That at the time of the execution of the said bond as such Treasurer, one of his bondsmen - Nathan M. Baldwin, was indebted to said David Logan on certain promissory notes signed by Baldwin Bros, a firm composed of said Nathan M. Baldwin and his brother Gould J. Baldwin, in about the sum of eight hundred dollars, with interest then accrued thereon.

That before said Nathan M. Baldwin signed said bond as such surety he entered into an agreement with said David Logan by which said notes of said Baldwin Bros, were to be held in pledge and said Baldwin Bros, agree not to pay said notes or any part thereof until said David Logan had accounted to said School District for all money that came into his hands as such Treasurer, and said notes were to be held to indemnify said Nathan M. Baldwin as one of such sureties and that by operation of law said notes inured to the benefit of all of said sureties and to said Abigee said Board of Education.

That after the death of said David Logan it was ascertained that his said bondsmen were liable on said bond for over Nine Hundred Dollars.

That in the month of February, 1899, through the procurement of said Nathan M. Baldwin said plaintiff met with the Board of Education and after a settlement and examination of the books and accounts of said David Logan as such Treasurer said plaintiff turned over to said defendant said notes of said Baldwin Bros, and paid no money or delivered no other property rights or credits to said defendant.

Defendants therefore avow that the said notes of Baldwin Bros, were held in pledge by said Nathan M. Baldwin, and that said notes were trust funds depending upon a faithful accounting by said David Logan to said defendant, and were not then and never were a part of the assets of said estate but were solely for the benefit of said defendant and the sureties on said bond.

Defendants pray that on the final hearing hereof they be allowed to go hence without day and recover their costs herein and all other proper relief in the premises.

J. M. Corbush & W. J. Hooker
Attorneys for Defendants.

State of Ohio, Union County, ss.

J. B. Johnston being sworn says he is the Clerk as herein set out and that the allegations in the foregoing answer are as he believes true.

Sworn to and subscribed in my presence this 9th day of May, 1898.
J. B. Johnston
J. H. Kinchade
Notary Public.

(read)

On the 7th day of June A. D. 1898, the following Reply was filed with

Reply
7470

Uriah L. Mann,
The School District of
Washington Township
Union County, Ohio, and
the Board of Education
of said School District.

Court of Common Pleas
Union County, Ohio.

The said plaintiff in reply to Defendants answer says he admits that said David Logan was at the time of his death and for some time previous trustee Treasurer of said Washington Township and had charge of the school funds as herein stated.

That there was due said School District from said estate over Nine Hundred Dollars at the time of his death.

That as to other statements made in the clause headed second defense this plaintiff has no knowledge and therefore he denies each and every allegation in said answer not specifically admitted.

Second Cause of Reply =

That this plaintiff has no knowledge of any agreement between David Logan and Nathan M. Baldwin as stated in said answer and denies the same.

That said notes against Baldwin Bros. were never held in trust by said Nathan M. Baldwin or any other person in trust for him or for said Board of Education but always remained in possession of said until his death and was true gain to plaintiff as his executor and charged to him as assets.

That said Board of Education and said Nathan M. Baldwin well knowing that plaintiff as said Executor was charged with said notes of Baldwin Bros. as part of the assets of said Logan estate made no claim that the same were held in trust - but on the contrary received the same as part of the assets of said estate and said Baldwin Bros. paid said notes to defendants without protest and not until after this action was brought and defendants ever claim that said notes were in any manner pledged or in any manner held in trust for any purpose whatever.

That plaintiff believing said Baldwin notes were in no manner different from other assets of said estate was induced by defendants to deliver said notes to them in part payment of their claim against said estate by reason of the silence of said defendants and said Baldwin to assert a trust or a pledge of said notes at the time of said payment and for years afterwards until by final settlement of said Estate plaintiff was unable to protect himself. The said defendants and said Baldwin are now stopped from asserting it and should not be allowed to avail themselves of any agreement such as is claimed in their answer - Therefore plaintiff prays for judgment as in his petition asked for.
Robinson & Woodburn, Atty for Plff.

Entry
7470

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The State of Ohio, Logan County, ss.

U. L. Mann being first duly sworn says the statements of the foregoing Reply are true as he believes.

U. L. Mann.

Sworn to before me by U. L. Mann and by him subscribed in my presence this 12th day of May, 1898.

(seal)

Peter W. Keller
Notary Public in and for
Logan County, Ohio.

On the 19th day of September A. D. 1898, the following entry was filed with the Clerk of this Court to-wit:

Entry
747^o

U. L. Mann
The School Board of
Washington Township

Court of Common Pleas
Miami County, Ohio.

This day this cause came on for trial, and both parties thereupon waived the right of trial by jury and submitted the cause to the Judge, and the Court being fully advised in the premises and having heard the evidence and the arguments of counsel, the Court is of the opinion that plaintiff ought to recover of the defendant, The School District of Washington Township Miami County, Ohio, the sum of Two Hundred and Ninety & 7/100 Dollars with interest from June 15th, 1897.

It is therefore considered, ordered, adjudged and decreed by the Court that the said plaintiff recover of the said defendant The School District of Washington Township Miami County, Ohio, the sum of Two Hundred and thirty-five & 7/100 Dollars and his costs herein taxed at \$51.71.

Thereupon the defendant took exceptions and gave notice of appeal and thereupon the Court fixed the amount of appeal Bond at \$100.00.

Robinson Ed Woodburn
Clerk, Prothonotary for Depts.

Attest

J. W. Hosnell Clerk
By Geo. A. Hosnell Deputy.



Plas 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 Duncan Durr, Judge of said Court, of the Term of September, to-wit: on the 6th day of September, in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that hereupon to-wit: on the 28th day of December, A.D. 1897, George W. Potts filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Francis J. Arthur, Adminr. of the Estate of Samuel Johnson.

Petition
7485

George W. Potts

Court of Common Pleas
Union County, Ohio.

Francis J. Arthur, Administrator
of the Estate of Samuel Johnson, dec'd,
with the will annexed et al

The plaintiff says, that on the 5th day of October, 1896, Samuel Johnson, late of the County of Union, State of Ohio, died testate; that on the 18th day of November 1896, the defendant Francis J. Arthur, was by the Probate Court of said County duly appointed administrator with the will annexed of the estate of the said Samuel Johnson deceased, and is now the duly qualified and acting administrator of such estate, and this action is brought against him as such administrator.

That there is due plaintiff from the defendant as Administrator the sum of \$194⁷² upon a certain promissory note a copy of which is as follows;

\$350
Marysville, Ohio, Jan'y. 25, 1896.
Ninety days after date as principal debtor we jointly and severally promise to pay to The Farmers Bank or order at its office in Marysville, Five Hundred and Fifty Dollars, for value received - and we hereby dispense with the demand of payment of this note and authorize any Attorney at Law to appear for us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with 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 25th day of January, 1896.
A. Cameron
S. Johnson
G. W. Potts.

Said note has the following indorsements thereon "Paid Two Hundred Dollars June 12, 96, after G. W. Potts having paid the judgment on the promissory note the same is hereby assigned to him without recourse on this Bank, Chas W. Spethard Cashier."

The plaintiff says that said note were signed by himself and S. Johnson as securities for said A. Cameron and that said Cameron being wholly insolvent and uncollectable by execution, as was shown by case No. in Court of Common Pleas Franklin Co. Ohio, in case of Farmers Bank vs said Cameron and this plaintiff. That this plaintiff was forced to pay the balance due on said note and costs, to-wit: the sum of \$389⁰⁰.

That by reason of himself (Plaintiff) and said S. Johnson both being sureties upon said note and both equally bound, that there is justly due the plaintiff from the estate of said Samuel Johnson deceased, the 1/2 of the sum so paid by him as surety for said Cameron on said note to-wit: the sum of \$194⁷².

Plaintiff further says that he presented to the defendant Francis J. Arthur, as Administrator a written statement of his said claim and demanded the indorsement of allowance thereon, but the said defendant on the 1st day of November 1897, refused and rejected said claim and refused to indorse his said allowance thereon

Answer
7485

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but endorsed the same "rejected".
 Plaintiff attaches his said claim and note to this petition marked Exhibit B
 and files the same herewith together with the original note.
 Plaintiff therefore asks that he may recover judgment against the said
 defendant for the sum of \$194.79 with interest thereon.

J. H. Kinkeade
 Attorney for Plaintiff.

State of Ohio, Union County, ss.

Personally appeared Geo. W. Potts, who being duly sworn
 says the facts stated and allegations in the foregoing petition are true.

G. W. Potts

Sworn to and subscribed before me this 24th day of December, 1897.

Thomas Mulcahy
 Notary Public

Manassville O. Dec. 30, 1897.

The undersigned defendant hereby waives the issuing and service of
 Summons and enters his appearance herein.

F. J. Arthur, Administrator of
 the estate of Samuel Johnson.

The State of Ohio, Union County, ss.

Before me the undersigned Notary Public in and for
 said County, personally appeared George W. Potts, who made solemn oath, that the at-
 tached promissory note dated July 25, 1896, due 90 days after date, payable to the order of the
 Farmers Bank calling for the sum of \$550, with interest at the rate of 8 per cent per annum
 after maturity, and signed, A. Cameron, S. Johnson and G. W. Potts, having a credit as
 follows; "Paid Five Hundred Dollars, June 12, 96," and indorsed "G. W. Potts having paid
 the judgment on the within note the same is hereby assigned to him without recourse on
 this Bank.

G. W. Southard Cashier.

That affiant, said George W. Potts says that said note was signed by him-
 self and said S. Johnson as sureties for said A. Cameron and that said Cameron
 being insolvent and uncollectable by execution.

That said affiant was forced to pay the balance due on said note
 and costs amounting to \$389.59.

That by reason of himself and said S. Johnson, both being sureties
 upon said note that there is justly due him from the estate of said Samuel Johnson
 deceased, the 1/2 of the sum so paid by him as surety for said Cameron, to-wit, the sum
 of \$194.79. That the payments have been made thereon and that there are no offsets
 against the same to his knowledge.

G. W. Potts.

Sworn to and subscribed before me this 9th day of January A.D. 1897.

Thomas Mulcahy
 Notary Public

(seal)

On the 8th day of February A.D. 1898, the following Answer was filed with
 the Clerk of this Court, to-wit:

Answer
 7455

George W. Potts
 vs
 Francis J. Arthur, Adm'r, et al.
 Court of Common Pleas
 Union County, Ohio.

The defendant says, that he admits the death of Samuel Johnson, late of

Union County, Ohio, that he died testate, and that this defendant was duly and legally appointed and qualified as Administrator with will annexed of said decedent, that he is now the acting Administrator of said estate as plaintiff alleges in his petition.

But this defendant denies that the estate of said Samuel Johnson of which he is the administrator as aforesaid, is indebted to the plaintiff in the sum of \$194.79 or any other sum, and this defendant denies that said Samuel Johnson ever died, signed the note attached in this case and denies the signature to the same as that of Samuel Johnson, deceased, and demands proof of the same.

The State of Ohio, Union County ss.

Francis J. Arthur as Administrator as above set forth being duly sworn says the facts and allegations in his above answer are true as he believes,

Francis J. Arthur, Administrator

Sworn to before me and signed in my presence this 9th day of Feb. 1898.

(seal)

Geo. A. Gosnell Deputy Clerk

Reply
7485

On the 5th day of March A.D. 1898, the following Reply was filed with the Clerk of this Court, to-wit:

George W. Potts

Court of Common Pleas

Union County, Ohio.

Francis J. Arthur, Admin^r &c.

Now comes the plaintiff George W. Potts and for Reply to the answer of the defendant herein says, that he denies the statements that the estate of which defendant is administrator is not indebted to him in the sum of \$194.79 and interest, and denies the statement that Samuel Johnson, deceased did not sign the note in the petition set forth and attached, and denies the statement that said signature is not that of said Samuel Johnson deceased, but says that as a matter of fact that said signature is that of Samuel Johnson deceased by virtue of the fact that said Samuel Johnson authorized and directed that his name be put to said note, and that said signature of Samuel Johnson was placed to said note by Lucretia Cameron at the express direction of said Samuel Johnson, that the same is therefore his signature and said estate is bound thereby; plaintiff therefore prays for judgment as in his petition for the sum of \$194.79, with 8 per cent. interest thereon, and for this he will ever pray.

J. H. Kinkade, Atty. for Potts.

State of Ohio, Union County ss.

Personally appeared George W. Potts, plaintiff herein who being duly sworn says the facts stated and allegations in the foregoing Reply are true.

G. W. Potts.

Sworn to and subscribed before me this 5th day of March 1898.

(seal)

J. H. Gosnell Clerk of Court

Entry
7485

On the 14th day of September A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

George W. Potts

Court of Common Pleas

Union County, Ohio.

Francis J. Arthur, Admin^r &c.

This day this cause came on to be heard, and the parties in open Court having waived a trial by jury was submitted to the Court for trial and judgment, and the Court having heard the evidence adduced by the parties and the arguments of the counsel and being fully advised in the premises both find the facts and allegations stated in the petition to be true, and that there is due to the plaintiff George W. Potts from the defendant

Francis J. Arthur
\$207.79,
against the
Arthur &
\$207.79,
this behalf
Francis J. Arthur
for the Court
of Ohio, by
on the 6th day
1898, Clerk
Petition against
Crona W. A.
7501
Lafayette D. W.
last part of
October 17th
18 years; Co.
Warbe, aged 1.
any just sa
of ability to ma
Lord or elec
himself and
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in book No.

Francis J. Dutton, as Administrator of the estate of Samuel Johnson deceased, the sum of \$207²², and said Administrator is ordered by the Court to allow the same as a valid claim against the said estate of Samuel Johnson dec'd.

Wherefore it is adjudged by the Court that of the said defendant Francis J. Dutton as Administrator of the estate of said Samuel Johnson allow the said sum of \$207²², with 8 percent interest from the first day of this term, together with costs in this behalf expended taxed at \$12⁰³, as a valid claim in settlement of his trust.

J. H. Hinkade Atty. for Off
F. J. Dutton.

Attest

J. N. Holmell Clerk
By J. A. Hosnell Deputy

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, 1898. On the 6th day of September, in the year of our Lord One Thousand Eight Hundred and Ninety Eight

Be it remembered that heretofore to-wit, on the 31st day of January, A. D. 1898, Corina Warbo filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Lafayette D. Warbo, to-wit:

Petition Corina Warbo vs Lafayette D. Warbo
7501
Court of Common Pleas Union County, Ohio.

Plaintiff says, that she has been a resident of the State of Ohio for the year last past and is now a bona fide resident of said Union County.

That said plaintiff and defendant were married at the City of Xenon, Ohio, on October 17th, 1878.

That the following children were born of said marriage viz: Letta Warbo, aged 18 years; Charles Warbo, aged 15 years; Harry Warbo, aged 14 years; Nettie Warbo, aged 12 years; Ernest Warbo, aged 10 years and Garfield Warbo, aged 7 years.

That on March 31st, 1897, said defendant abandoned said plaintiff without any just cause or provocation, and ever since that time said defendant has been guilty of gross neglect of duty towards said plaintiff, in this, that said defendant has wholly failed and refused to provide either food or clothing for said plaintiff or said children, so that plaintiff has been compelled to support herself and said children by her own exertions and through the charity of her friends.

Said defendant is the owner of 104¹⁸⁷⁷ acres of land in Coffee County, Tennessee, and described as follows viz:

Situate in the County of Coffee, in the State of Tennessee, and in District No. 6, and bounded and described as follows:

Beginning at a double wood gum, the beginning corner of No. 2, now standing in a swamp, with poplar and wood-bay prunitor, and running N. 88° W. with Flemming's line 75 poles to a stake 8 links N. of post oak prunitor, near McKie's line; thence N. 2 1/4° E. with his line 110 poles to a stake with small prunitor, his north east corner; thence N. 88° W. with his line 30 poles to a stake and prunitor, Bureau's north east corner; thence N. 2 1/2° E. with his line 101 poles to a rock his N. E. corner, in his and Mrs. Robinson's line; thence S. 88° E. with her line 114 poles to the west boundary of lot No. 1; thence S. 21 1/2 poles to the beginning as described and set forth in a deed given by J. R. McClain and wife to Equine Cross, and recorded in book No. 10, page 62 and containing 127 acres and 150 poles less 23 acres conveyed by deed to Levi

Hinton and wife in 1889 of the west side of said land, and he owns no other property of any kind, and if permitted to sell or incumber the same said plaintiff will be wholly without any means of support.

Plaintiff therefore asks that said defendant be enjoined from disposing of or incumbering said real estate in any manner, and on the final hearing being she be allowed such reasonable alimony as to the Court may seem just, and for all other and further relief to which she may be entitled.

John M. Bordick
Attorney for Plaintiff.

The State of Ohio, County of Union, ss.

Erna Marks, the above named plaintiff, being sworn, makes oath that the facts stated in the foregoing Petition are true.

Erna Marks

Sworn to by said Erna Marks before me and signed by her, in my presence this 10th day of March A. D. 1898.

(seal)

W. H. H. Fleck
Notary Public

Temporary Injunction granted this 11th day of March A. D. 1898.

Janno McCampbell
Probate Judge.

Order of Injunction before the Probate Judge
Erna Marks vs Lafayette D. Marks

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

And now, on this 11th day of March, 1898, came the plaintiff, by John M. Bordick, her attorney, and it being made to appear that there is at this time no Common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff 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 defendant from disposing of or incumbering in any manner the Real Estate in the petition described as prayed for in said petition.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed "injunction allowed" without bond.

Janno McCampbell, Probate Judge.

The State of Ohio, Union County, ss.

I, Janno McCampbell, 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 Marysville, Ohio, this 11th day of March, 1898.

(seal)

Janno McCampbell
Judge and ex-officio Clerk.

On the 14th day of March A. D. 1898, the following summons was issued by the Clerk of this Court to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of Union County:

You are commanded to notify Lafayette D. Marks that Erna Marks 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 allowed alimony and for other proper relief.

Summons

ing, and p

(seal)

Sheriff's Return

By said Court
Sheriff's Fee
Service Copy
Mileage
Return

Supplemental Petition

7501

the Clerk of
Erna Marks
Lafayette D. Marks

been a resident
Union County

17th, 1878; The
Marks aged
and Marjorie

just cause of
of duty by
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and charity

for all prop

Summons

Clerk of this

To the Sheriff

in the office
(a true copy
of duty, and
hearing des
of this writ

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.

You will make due return of this summons on the 20th day of March A.D. 1898.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 14th day of March A.D. 1898.

(seal)

J. S. Gosnell Clerk

Entered "Acting for Alimony and Injunction allowed."

On the 14th day of March A.D. 1898, the Sheriff of said County returned said writ to the Clerk's office of said County, which return is as follows, to-wit:

Sheriff's Return	Sheriff's Fees	\$1.25
	Service	40
	Copy	15
	Mileage	32
	Return	95
Total \$		1.22

Received 3 o'clock P.M. on the 14th day of March A.D. 1898.

and on the 14th day of March A.D. 1898, I served the same by delivering to Lafayette D. Marks personally, a true copy thereof together with a certified copy of the petition thereof.

J. Ed Robinson Sheriff

Supplemental Petition 7501

On the 16th day of July A.D. 1898, the following Supplemental Petition was filed by the Clerk of this Court, to-wit:

Erna Marks
vs
Lafayette D. Marks
County of Common Pleas
Union County, Ohio

The plaintiff now comes and for a supplemental petition herein says, that she has been a resident of the State of Ohio for the year last past and is now a bona fide resident of said Union County.

That said plaintiff and defendant were married at the City of Kenton, Ohio, on October 17th, 1878; that the following children were born of said marriage viz: Lotta Marks aged 18 years; Charles Marks aged 15 years; Harry Marks aged 14 years; Nellie Marks aged 13 years; Forest Marks aged 10 years and Harfield Marks aged 7 years.

That on March 31st, 1897, said defendant abandoned said plaintiff, without any just cause or provocation, and ever since that time said defendant has been guilty of gross neglect of duty towards said plaintiff, in that said defendant has wholly failed and refused to provide either food or clothing for said plaintiff or said children, so that plaintiff has been compelled to support herself and said children by her own exertions and those of her children as of said and charity of her friends.

Plaintiff therefore asks that she may be divorced from said defendant and for all proper relief in the premises.

John M. Broadrick
Attorney for Plaintiff

Summons

On the 16th day of July A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County ss.
To the Sheriff of Union County:

You are hereby commanded to wit by Lafayette D. Marks that Erna Marks 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 sit weeks from and after the service of this writ.

You will make due return of this summons on the 20th day of July A.D. 1898.

(seal) With my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 16th day of July A.D. 1898.
J. N. Hosnell Clerk

On the 18th day of July A.D. 1898, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Fee	10
Service	25
Copy	15
Witness	32
Return	25
Total	97

Received 3 O'clock P.M. on the 16th day of July A.D. 1898, and on the 16th day of July A.D. 1898, I served the same by handing personally to Lafayette D. Warko, a true copy thereof together with a copy of the petition thereof.

J. Ed Robinson Sheriff
By Allen Harris Deputy.

On the 19th day of September A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7501
Erona Warko vs Lafayette D. Warko
Court of Common Pleas
Kernie County, Ohio.

And now comes the said Plaintiff, by John M. Boddick, her 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 confirmed 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 Kernie, and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty as charged in the petition and supplemental petition herein, 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 Erona Warko and Lafayette D. Warko be, and the same is hereby dissolved, and both parties are released from the obligation of the same.

It is further ordered that custody, care, education and control of the said children, to-wit: Charles Warko, Harry Warko, Nettie Warko, Forest Warko and Garfield Warko of the said parties hereto be, until the further order, confided to the said plaintiff Erona Warko, and the said defendant Lafayette D. Warko is hereby enjoined from interfering with either of said children, or with plaintiff, in her custody, care, education and nurture of them until further order of the Court.

It is further ordered, adjudged and decreed that the plaintiff recover of said defendant the sum of Five Hundred Dollars as her reasonable alimony herein.

And it is further ordered, adjudged and decreed by the Court that the temporary injunction heretofore granted be, and the same hereby is, made perpetual restraining said defendant from selling, conveying, transferring or encumbering the said real estate described in the petition herein until said judgment and costs herein are fully paid.

It is further considered by the Court that the said plaintiff Erona Warko recover from the said defendant Lafayette D. Warko her costs herein expended.

Attest
J. N. Hosnell Clerk
By J. A. Hosnell Deputy

Boddick for Opp.

the County
Ohio, before
year of our

Petition
7243
Mariah Warko
against
Lafayette D. Warko

J. H. Stanton
Barbara H. Stanton
Husband

J. H. Stanton
Edwards, Warko
with eight
hundred dollars

Dollars, with

happy--

Mariah Warko
eight per cent
of certain

in trust to
Foster Warko
such alimony
during her

Martha J. Warko
administratrix
of the estate

said one thousand
dollars on
attached

H. Stanton
at the rate of
said Court on

Pleas continued and held at the Court House in Mayville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncane Dew, Judge of said Court, of the Term of January in the Year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that herefore to-wit, on the 30th day of November A.D. 1896, Mariah Mahaffey filed in the Clerk's office of the said Court of Common Pleas, the following Petition against J. H. Stauter et al. to-wit:

Petition
7243

Mariah Mahaffey
J. H. Stauter, Mattie H. Stauter,
Barbara Huffman and John
Hushman - Administrators de bonis
non of the estate of Catherine Hertzler.

Court of Common Pleas
Union County Ohio.

Plaintiff says that on or about September 1st, 1892, the defendants J. H. Stauter, Mattie H. Stauter and Barbara Huffman duly executed and delivered to Geo. C. Edwards, their one certain promissory note of that date, for the sum of Six Hundred Dollars (\$600.00) with eight per cent interest per annum payable semi-annually from date, a copy of which is hereby given with all credits and endorsements thereon.

Springfield Ohio, Sept. 1st 1892

Two years after date we promise to pay to Geo. C. Edwards or order Six Hundred Dollars, with eight per cent interest per annum due and payable semi-annually, for value received

J. H. Stauter,
Mattie H. Stauter
Barbara Huffman

That there are no credits on said note.

That the following endorsement is written thereon, "Pay to the order of Mariah Mahaffey -- Geo. C. Edwards."

That said note is far past due and wholly unpaid, and that there is due to said Mariah Mahaffey, said plaintiff, the sum of Six Hundred Dollars, with interest at the rate of eight per cent per annum due and payable semi-annually from September 1st, 1892.

That the said John Hushman is administrator de bonis non of the estate of Catherine Hertzler deceased, successor of John Howell, Admin. de bonis non pro of said estate, by letters of administration duly granted by the Probate Court of Clark County, Ohio.

That by the last will and Testament of the said Catherine Hertzler she devised in trust to the use and benefit of the said Barbara Huffman an estate to the amount of about Fourteen Thousand Dollars (\$14000) which is now in the hands of the said John Hushman as such administrator de bonis non for the use and benefit of the said Barbara Huffman during her life.

That on said first day of September 1892, the said Barbara Huffman duly assigned to Martha J. Stauter all her right title and interest in one third of said funds in the hands of said administrator de bonis non, also the interest arising therefrom for ever, a copy of which is hereto attached marked "A" and made a part of this petition.

That on the 12th day of September 1892, the said Mattie H. Stauter duly assigned said one third part or assigned to her by the said Barbara Huffman to the said Geo. C. Edwards as security on said promissory note, all of which will more fully appear on the assignment hereto attached marked "A" and made a part hereof.

Wherefore plaintiff prays judgment against the defendants J. H. Stauter, Mattie H. Stauter and Barbara Huffman for the sum of Six Hundred Dollars (\$600.00) with interest at the rate of eight per cent per annum payable semi-annually from September 1st, 1892, and that the said Court order and decree that the said John Hushman as administrator de bonis non of Catherine

Hortzler deceased, pay to the said Maria Mahaffey, or much of said estate in his hands in trust for the said Barbara Huffman to liquidate her said claim against the said defendant J.H. Staunton, Mattie H. Staunton and Barbara Huffman and for costs and for all proper relief.

W.W. Merchant
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

W.W. Merchant being first duly sworn says that he is the duly authorized attorney for the plaintiff in the premises, that the action is on a contract in writing, that said written contract is in his this affiant's possession, that the facts stated and allegations made are as he truly believes, true.

W.W. Merchant.

Sworn to before me and subscribed in my presence this 30th day of Nov. A.D. 1896.

(seal)

L. Piper
Notary Public, in and for said Co.

To Clerk:

Receipt

Some summons for the defendants J.H. Staunton and Mattie H. Staunton to the Sheriff of Union County, Ohio and for Barbara Huffman to the Sheriff of Clark County, Ohio returnable according to law. Endorse said writ "Action for Money and Equitable Relief, Amount Claimed \$600.00 with interest at the rate of eight per cent per annum payable semi-annually from September 1st 1892, and for costs." And for the defendant John Harshman, Administrator de bonis omni of the estate of Catharine Hortzler deceased, to the Sheriff of Clark County, Ohio.

Endorse said writ. "Action for Equitable Relief and Judgment, Amount Claimed \$600.00 with 8% interest per annum payable semi-annually and costs."

W.W. Merchant
Attorney for Plaintiff

Exhibit "A"

To John Howell Esq. Administrator de bonis omni of the estate of Catharine Hortzler deceased. Please pay to Martha Staunton my daughter, the one third (1/3) part of the share belonging to me by assignment from the estate of the said Catharine Hortzler, amounting to about \$2000.00 less the interest and profits now due me.

Barbara Huffman.

Springfield, O.

Sept. 12. 92

I hereby assign the above to Geo. C. Edwards as security for promissory note.

Mattie H. Staunton.

On the 30th day of November A. D. 1896, the following summons was issued by the Clerk of this County to-wit:

The State of Ohio, Union County.

To the Sheriff of said County:

You are hereby commanded to note by J.H. Staunton and Mattie H. Staunton that they have been sued by Maria Mahaffey in the Court of Common Pleas of Union County, and must answer by the 2nd day of January A. D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 14th day of December A. D. 1896.

Witness my hand and the seal of said County this 30th day of November A. D. 1896.

(seal)

J. K. Gosnell Clerk
By Geo. A. Gosnell Deputy

to the Clerk
Sheriff's Return
Costs & Rel.
Mileage
Copy
Total

Summons
to the Clerk of
To the Sheriff
man, Adm
and by Ma
the 2nd day
judgment
A. D. 1896.

to the Clerk
Sheriff's Return
Additional Dep
Mileage
Doc. and Rec.
Copy
Total
Summons for

Clerk of the
Maria Mah
72 43
J.H. Staunton
Staunton and
Mahaffey, the
ought to be
\$212.00 when
as prayed
against the
together with

Summons

On the 4th day of December A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

Sheriff's Fee	cts	The State of Ohio, Union County.
Service & Return	65	
Mileage	16	
Copy	30	
Total	\$ 1 11	

Received this writ November 30th A.D. 1896, at 3 o'clock P.M. and served same by delivering a true copy of this writ with the endorsements thereon to J.H. Stauter and Mattie H. Stauter personally on the 3rd day of December, 1896.

Wm. C. Sandgrass, Sheriff

On the 30th day of November A.D. 1896, the following summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.
To the Sheriff of Clark County;

You are hereby commanded to notify Barbara Buffman and John Harshman, Administrators de bonis bonis of the estate of Estherine Hertler deceased, that they have been sued by Maria Mahaffey in the Court of Common Pleas of Union County, and must answer by the 2nd day of January A.D. 1897, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 14th day of December A.D. 1896.

Witness my hand and the seal of said Court, this 30th day of November A.D. 1896.

J. R. Small Clerk

By J. R. Small Deputy

On the 4th day of December A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows, to-wit:

Sheriff's Fee	\$	cts	The State of Ohio, Clark County.
Service & Return		50	
Additional Dfts.		15	
Mileage		1 28	
Doc. and Rec.		25	
Copy		50	
Total	\$	2 68	

Received this writ Dec. 1st A.D. 1896, at 8 o'clock A.M. and served same December 2nd, 1896, on the writtine namely defendant Barbara Buffman by leaving a true and certified copy of this writ with the endorsements thereon for her at her usual place of residence, and on the 3rd day of December 1896, I served the writtine named defendant John Harshman Administrator de bonis bonis by leaving a true and certified copy of this writ with all the endorsements thereon for him at his usual place of residence.

J. C. Lott, Sheriff

By J. C. Lott Deputy

On the 5th day of January A.D. 1897, the following entry was filed by the Clerk of this Court, to-wit:

Entry 7243

Maria Mahaffey
vs
J.H. Stauter et al
Court of Common Pleas
Union County, Ohio.

And now comes the said Maria Mahaffey and the said J.H. Stauter, Mattie H. Stauter and Barbara Buffman having failed to demur or answer to the petition of the said Maria Mahaffey, the same is therefore taken to be true, and it is considered that the said Maria Mahaffey ought to recover the said sum of \$600.00 or demanded in her petition, together with the sum of \$292.50 which the Court find due as the interest thereon at eight per cent as said contract requires, as prayed for in said petition; it is therefore considered that the said Maria Mahaffey recover against the said J.H. Stauter, Mattie H. Stauter and Barbara Buffman the said sum of \$892.50 together with her costs in and about this suit expended, taxed to \$

W. W. Merchants Attorney for Plaintiff.

On the 6th day of January A. D. 1897, the following Motion was

Motion
7243

Filed with the Clerk of this Court, to-wit:
Maria Mahaffey
vs
J. H. Stalter et al
Court of Common Pleas
Union County, Ohio.

And now comes the defendant, John S. Hershman, Administrator de bonis omni-
of the estate of Catherine Hartzler deceased, and appearing for the purpose of this motion and for no
other purpose, prays the Court that the petition of the plaintiff filed in this cause be dismissed
as to him for the reason, as appears from the records of this Court, the Court has no jurisdiction
of the person of the defendant, the defendant having been appointed such Administrator, in, and
being a resident of the County of Clark, and no summons in this cause having been served
on him in the County of Union, where said action was brought and is pending.

By W. A. Scott
His Atty.

Attest
J. M. Hosnell, Clerk
By J. M. Hosnell, Deputy.



Pleas continued and held at the Court House in Marysville, within and for
the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before
the Honorable Duncan Dow Judge of said Court of the Term of September, to-wit: on the 6th day of
September in the year of our Lord one thousand eight hundred and ninety eight.

Be it remembered that heretofore to-wit: on the 27th day of June A. D. 1895, A. J. Whitney
filed in the Clerk's office of the said Court of Common Pleas, the following Petition against James
C. McLary et al, to-wit:

Petition
7558

A. J. Whitney
vs
James C. McLary,
D. C. Thornton Guardian
Eliza Hornbach and Emile
William W. Hornbach Ed
Lewis A. Hornbach
Court of Common Pleas
Union County, Ohio.

The plaintiff prays that he is the owner of the legal title to, and in the peaceable
possession of the following described premises, viz: Situate in the Township of Paris, County of Union and
State of Ohio, Part of Survey No. 5138,

Beginning at a stake (withness White Oak, Beech and Ash) in the center of the Marysville
and Kenline Road and South East corner to said survey No. 5138; thence with the center of said road and
east line of said survey N. 84° 40' W. 132 poles to a stone, with east corner to that part of said survey No. 5138
which was devised by James C. Dims to Nancy Dims; thence with the south line of said lands N. 80° W. 280
poles to a stake, a corner to said lands in the center of Mill Creek; thence down said Creek with the meander
thereof to the south line of said survey No. 5138; thence with said line N. 80° E. 280 poles to the beginning,
containing 237³/₄ Acres more or less.

That the said premises were devised by the last Will and Testament of one James C.
Dims to his daughter Eliza McLary as specifically set forth in Item 3rd of said Will, which said last
Will and Testament was dated January 7th 1854 and duly admitted to probate and record in the
Probate Court of Union County, Ohio, March 14th 1854. Said item 3rd reads as follows:

in Survey No.
Road to White
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and to hold
will that said
on September
McLary, by
McLary and
said action
is one Abra
Hornbach
1870, but mea
having pri
returned, or
was an
William
old and son
of general
to his child
Hornbach
certain com
and that he
and Instan
see simple
children of
miscible, a
to said pro
C. McLary
The State of
stated in
presence

"Item 3rd. I give and devise to my daughter Eliza McLellay one half of that part of my farm in Survey No. 5738 which lies on the east side of Mill Creek to be divided by a line running from the Hunter Road to Mill Creek so as to divide the same into two equal parts, the said Eliza is to have the half of said land lowest on the Creek near Marysville, containing two hundred and fifty acres, more or less, to have and to hold said land with the appurtenances to the said Eliza during her natural life, and it is further my Will that said land after the death of the said Eliza go to her heirs in fee simple."

Said Eliza McLellay mentioned in said Will was the daughter of said James C. Davis, and on September 26th, 1847, she was married to one William McLellay.

On November 1849, the said James C. McLellay was born as the issue of said marriage.

At the October 1860 term of the Court of Common Pleas of Minn. County, Ohio, the said Eliza McLellay, by the consideration and judgment of said Court obtained a decree of divorce from said William McLellay and the custody of said child was, by said Court, awarded to her.

That on the 29th day of November, 1860, said Eliza Davis (the Court having by its decree in said action for divorce, restored said Eliza McLellay to her maiden name of Eliza Davis) was married to one Abraham Hornbeck, and as issue of said marriage there was born two children, viz: William W. Hornbeck on July 10th, 1865, and Lewis A. Hornbeck on June 30th, 1865.

That said James C. McLellay left his home in said Minn. County, Ohio, prior to the year 1870, but made frequent visits to his mother until on or about May 17th, 1882, when he left the State of Ohio, having prior to that time enlisted in the Regular Army of the United States of America and has never returned, or been heard from since, by his mother, or any other person to the knowledge of his relatives.

That at the time of his last leaving home, to-wit: May 17th, 1882, said James C. McLellay was an unmarried man, and had never been married.

On January 15th, 1894, said Eliza Hornbeck and Abraham Hornbeck her husband, William W. Hornbeck and Mary B. Hornbeck his wife and Lewis A. Hornbeck an unmarried man, sold and conveyed said premises first hereinbefore described to plaintiff, by a good and sufficient deed of general warranty, in exchange for other lands then conveyed to said Eliza Hornbeck for life and to her children in fee simple after her death, and said defendants Eliza Hornbeck, William W. Hornbeck and his said wife and Lewis A. Hornbeck executed and delivered to said plaintiff their certain mortgage of indemnity on the said premises so conveyed to them by said plaintiff as aforesaid.

Plaintiff says that he is informed and believes that said James C. McLellay is dead, and that he died unmarried and without issue, and that under the terms and conditions of said last Will and Testament said defendants William W. Hornbeck and Lewis A. Hornbeck are the sole owners in fee simple of the remainder of said premises so devised to said Eliza McLellay for life, and to her children after her death.

That said Eliza Hornbeck is now about seventy-one years old, and is an infirm, and said defendant D. C. Thornstone is her duly appointed and qualified guardian.

The said plaintiff therefore prays that on the final hearing hereof his title to said premises herein first described be quieted as against any claim of said defendant James C. McLellay, or any one for him, and for all other proper relief in the premises.

John W. Brodick
Attorney for Plaintiff.

The State of Ohio, County of Minn., ss.

A. J. Whitney, the plaintiff being sworn, makes oath that the facts stated in the foregoing petition are as aforesaid believed true.

Sworn to by said A. J. Whitney before me and signed by him in my presence this Twenty Seventh day of June, 1895.

A. J. Whitney
J. A. Gosnell
Deputy Clerk of Court.

(seal)

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Warrant

We hereby waive the issuing and service of summons and enter our appearance herein this 27th day of June, 1898.

D. E. Thurston
Guardian of Eliza Hornbeck
William W. Hornbeck
Luis A. Hornbeck

Notice was
circulation

(seal)
Printed by

Affidavit for
publication
7555

On the 27th day of June the following Affidavit for publication was filed with the Clerk of this Court, to-wit:

A. J. Whitney
vs.
James C. McLary et al
Court of Common Pleas
Union County, Ohio.

Entry
7555

with the Clerk
A. J. Whitney

James C. McLary

A. J. Whitney, the above named plaintiff, being sworn, makes oath that if the said defendant James C. McLary is living, notice of summons can not be made within said State of Ohio that if living the residence of said James C. McLary is unknown and can not with reasonable diligence be ascertained; and that this action is one of those mentioned in Section 5048 of the revised Statutes of the State of Ohio; And further affiant saith not.

Sworn to by said A. J. Whitney before me, and signed by him, in my presence this 27th day of June, 1898.

(seal)

A. J. Whitney
J. A. Grunell
Deputy Clerk of Court.

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Legal Notice
7555

On the 22nd day of September A. D. 1898, the following Legal Notice was filed with the Clerk of this Court, to-wit:

A. J. Whitney
vs.
James C. McLary et al
Court of Common Pleas
Union County, Ohio.

The defendant, James C. McLary, if living, whose place of residence is unknown, or if dead, his unknown heirs will take notice that on June 27th 1898, the above named plaintiff filed in said Court his petition setting forth that he is the owner and in possession of the following premises viz: Situate in the Township of Paris, County of Union and State of Ohio, Part of Survey No. 5738, beginning at a stake (white oak, Beech and ash) in the center of the Maryville and Weston road and south east corner to said survey; thence with the center of said road and east line of said survey N. 82° 40' W. 132 poles to a stone southeast corner to that part of said survey which was devised by James C. Dims to Nancy Dims; thence with the south line of said lands S. 80° W. 280 poles to a stake a corner to said lands in Mill Creek; thence down said Creek with the meanders thereof to the south line of said survey; thence with said line N. 80° E. 280 poles to the beginning containing 237 1/2 acres.

That said James C. McLary owned a vested remainder in the undivided one-third of said premises subject to the life estate of his mother Eliza Hornbeck.

That said James C. McLary is long since dead, unmarried and without issue, and praying that the title to said premises be quieted against any claim of said James C. McLary or any one claiming under him.

Said James C. McLary if living, or if dead then his unknown heirs are required to answer said petition on or before the 27th day of August, 1898, or judgment may be taken against them.

June 29, 1898.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed

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Attest

By

Notice was published for 6 consecutive weeks in 'The Marysville Tribune' a newspaper of general circulation in the County of Minn. the first publication beginning with June 29, 1895.

Sworn to and subscribed before me this 22nd day of September, 1898.

John H. Shearer

J. N. Gosnell Clerk.

(seal)
Printed Fee, \$18⁰⁰

On the 21st day of September A.D. 1898, the following entry was filed with the Clerk of this Court, to-wit:

Entry
7-5-5-5

A. J. Whitney

Court of Common Pleas

Ohio County, Ohio

vs
James C. McLary et al

This day this cause came on for hearing on the petition of the plaintiff, and the evidence, and the defendants being in default for answer and demurrer, the Court find the allegations of the petition are confessed by them to be true, and the cause was submitted to the Court.

On consideration whereof the Court find that due and legal notice has been given to all of said defendants as provided by law; that said plaintiff is now in the peaceable possession of said premises described in the petition, and was in such possession thereof at the time of bringing this action and that he had the legal estate in, and was entitled to the possession of the same.

That the said James C. McLary is dead leaving no issue, and that said defendants William D. Hornbroke and Lewis H. Hornbroke are the sole heirs and legal representatives of said James C. McLary, deceased, and that they have enjoyed all their right title, interest claim and demand of, in, and to said premises, legal or equitable, both in their own right and as heirs of said James C. McLary, deceased to said plaintiff A. J. Whitney by a good and sufficient deed of general warranty; 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 A. J. Whitney to all and singular the premises in the petition described to-wit: Situate in the Township of Paris, County of Minn. and State of Ohio, Part of Survey No. 5138, Beginning at a stake (witness white oak, Beech and Ash) in the center of the Marysville and Hinton Road and South East Corner to said Survey No. 5138; thence with the center of said road and east line of said survey N. 8° 40' W. 132 poles to a stone, south east corner to that part of said survey No. 5138 which was devised by James C. Dinos to Nancy Dinos; thence with the south line of said lands S. 80° W. 280 poles to a stake, a corner to said lands in the center of Mill Creek; thence down said Creek with the meanders thereof to the south line of said survey No. 5138; thence with said line N. 80° E. 280 poles to the beginning, containing 237⁵/₁₀₀ acres more or less, be, and the same hereby are quieted as against the defendants, and each and every one of them, and all persons claiming under them, or any of them; and 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 A. J. Whitney, his heirs or assigns, therein.

It is further ordered that the plaintiff pay the costs herein taxed at \$27⁰⁰.

Attest

J. N. Gosnell Clerk
By J. N. Gosnell Deputy.

Pleas continued and held at the Court House, in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dorr Judge of said Court, of the Term of September, in the Year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that on the 10th day of December A.D. 1898, John Robinson filed in the Clerk's office of the said Court of Common Pleas, the following Petition against L. C. Mc'Donnell and J. R. Mc'Donnell, to-wit:

Petitioner John Robinson
7622
vs
L. C. Mc'Donnell Ed
J. R. Mc'Donnell

Court of Common Pleas
Union County, Ohio.

John Robinson, said plaintiff herein says; The defendants on the third day of July A.D. 1893, executed and delivered to John Robinson said plaintiff, their promissory note of that date, with the warrant of attorney annexed, two copies of which warrant and note with all the endorsements thereon, are hereto attached marked "Exhibit A," and made a part of this petition.

"Exhibit A."

\$200⁰⁰

July 3rd, 1893.

One year after date, for value received, we jointly and severally promise to pay to John Robinson or order Two Hundred Dollars, with interest at Eight per cent, interest payable annually.

And we hereby dispense with demand of payment of this note, and authorize any attorney-at-law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record, in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us or either of us, in favor of the holder or holders of this note, for the amount of said note, together with the costs of suit, and to waive and release all errors in said proceedings and petition in error.

L. C. Mc'Donnell

J. R. Mc'Donnell

Plaintiff further suggests the death of the Sundry J. R. Mc'Donnell, and that the several following endorsements were dividends from his estate, and that judgment is sought against L. C. Mc'Donnell only.

The following endorsements appear on the back of said note, to-wit:

July 3rd 1894, Received on the within note the interest to date.

April 24th, 1895, Received on the within note \$41⁰⁰.

July 27th, 1895, Received on the within note \$41⁰⁰.

April 20th, 1896, Received on the within note \$35⁵⁰.

May 26th, 1897, Received on the within note \$17³⁰.

Said note is unpaid, except as shown by said endorsements, and there is now due the plaintiff on said note the sum of One hundred and Eleven dollars and Fifty-one cents, with interest at the rate of 8 per cent per annum, from the 10th day of December A.D. 1898.

Wherefore plaintiff prays judgment against said defendant for the sum of One Hundred and Eleven Dollars and Fifty-one cents, with interest thereon from the 10th day of December A.D. 1898, at the rate of 8 per cent per annum till paid, and for costs of suit.

Robert Mc'Clary
Attorney for Plaintiff

The State of Ohio, County of Union, ss.

Robert Mc'Clary 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 the affiant's possession, and that the

Statements

of December

Answer The State of Ohio
7622 John Robinson
vs
L. C. Mc'Donnell

the foregoing hereby enters service of process against the defendants herein, being for costs of Errors, and

Entry John Robinson
7622 vs
L. C. Mc'Donnell

behalf of said warrant of attorney executed by a service of process in favor of the amount and release a

One Hundred 8 per cent. fr

Attest
By J. N.
J. J.

Statements contained in the foregoing petition are true, as affiant believes.

Robert M. Grogan,

Sworn to before me, and subscribed in my presence, this 10th day of December, 1898,

(seal)

J. N. Gosnell Clerk of Court

Answer
7622

The State of Ohio, Linn County, ss.

John Robinson

Court of Common Pleas

L. G. McDonald

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 Eleven Dollars and Fifty one cents, being the amount appearing due for principal and interest on said note, and also for costs of suit taxed and to be taxed, and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

John M. Brodrick
Attorney for Defendant.

Entry
7622

John Robinson

Court of Common Pleas

Linn County, Ohio.

L. G. McDonald

This day came the plaintiff by his attorney, also appeared in open court, for and on behalf of said defendant, John M. Brodrick, an attorney at law of this Court and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred and Eleven Dollars and Fifty one cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and release and waive 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 Eleven Dollars and Fifty one cents, and that said judgment bear interest at 8 per cent. from the 10th day of December A. D. 1898, and also his costs herein expended, taxed at \$4.25.

Attest

J. N. Gosnell Clerk
By J. A. Gosnell Deputy.

Clerk= according to
Court continued and held at the Court House in Marysville, within and for the County of Wm., in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dawson, Judge of said Court, of the Term of September, to-wit: on the 6th day of September in the year of our Lord One thousand Eight hundred and Ninety Eight.

Be it remembered that herebefore to-wit: on the 22nd day of October A. D. 1897, John D. Mather filed in the Clerk's office of the said Court of Common Pleas, the following Petition against William A. Wright et al to-wit:

Petition 7460

John D. Mather
William A. Wright
James W. Wright
Margaret B. Wright

Court of Common Pleas
Wm. County, Ohio.

Summons

the Clerk of the Court
To the Sheriff
Margaret B. Wright
Wm. County
Tiff will be

The plaintiff says that he is the owner of Forty Eight Acre (48⁰⁰) acres of land in the Counties of Wm. and Delaware, in the State of Ohio, which were conveyed to him by virtue of a deed of general Warranty from Byron F. Stults and wife dated February 5th, 1897, and recorded in Volume 74 page 596 of the Records of Deeds of Wm. County, Ohio.

That the westerly line of said lands is the center line of Bohio Creek, that said defendants William A. Wright and James W. Wright are occupying and managing a pleasure resort on the opposite side of the said Creek from said plaintiff's land known and designated as "Maple Dell Park."

That the title to said Maple Dell Park is in the name of said defendant Margaret B. Wright. That one Adam Newhouse is the owner of one acre of land on the opposite side of said Creek from said plaintiff's, which adjoins plaintiff's land in the center of said creek, and which was conveyed to him by Francis S. Arthur as assignee of Newhouse Brothers by deed dated January 18th 1896, and recorded in Volume 72 page 363 of the Records of Deeds of Wm. County, Ohio.

That said defendants William A. Wright and James W. Wright, who are the agents of said defendant Margaret B. Wright, in the management and operation of said Maple Dell Park, about the month of May, 1897, unlawfully constructed a dam across said Bohio Creek from the lands of said Adam Newhouse to the land of said plaintiff.

That on the next succeeding day after said dam was constructed plaintiff cut out that part of said dam which was constructed on his land in the bed of said Creek.

That on or about the 11th day of October, 1897, said defendant William A. Wright and James W. Wright unlawfully and without the knowledge or consent of plaintiff, and wholly against his desire and will constructed another dam across said Creek between the land of said Adam Newhouse and plaintiff.

That if said dam is permitted to remain it will be of great and irreparable damage to said plaintiff, and that to prevent a multiplicity of suits for trespass this action is prosecuted herein.

That said William A. Wright and James W. Wright are wholly insolvent, and if plaintiff should recover a judgment against them in damages, the same could not be collected of them. Plaintiff therefore asks that said defendants be enjoined from constructing or maintaining a dam across said Creek on plaintiff's land or from interfering with said plaintiff, in the use and enjoyment of his said property, and for all proper relief in the premises.

John W. Brodnick
Attorney for Plaintiff

The State of Ohio, Wm. County, ss.

John D. Mather, the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are true.

Sworn to by said John D. Mather before me and signed by him in my presence this 22nd day of October, 1897.
John D. Mather
J. N. Cornell Clerk

Sheriff's Return

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Summons

by the Clerk of
To the Sheriff

Sheriff's Return

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Clerk: Issue summons to the Sheriff of Union County, Ohio, for the defendants, returnable according to law, Indorse "Action for injunction and equitable relief."

John M. Braddock
Attorney for plaintiff

Summons

On the 22nd day of October A.D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

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

You are hereby commanded to notify William A. Wright, James W. Wright and Margaret B. Wright that they have been sued by John D. Mather in the Court of Common Pleas of Union County and must answer by the 20th day of November A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 1st day of November A.D. 1897.

Witness my hand and the seal of said Court, this 22nd day of Oct. A.D. 1897.

(seal)

J. R. Gosnell Clerk

Afterward on the 29th day of October A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows, to-wit:

The State of Ohio, Union County.

Sheriff's Return

Sheriff's Fees	\$	00
Service and Return		65
Mileage	1	76
Copies		45
Total	2	86

Received this writ October 23rd A.D. 1897, at 8 o'clock A.M. and served same by delivering a true and certified copy of this writ, with all of the within endorsements thereon to William A. Wright and James W. Wright personally on October 27th, 1897, after diligent search and inquiry Margaret B. Wright was not to be found within my bailiwick.

J. Ed Robinson Sheriff

Summons

On the 10th day of November A.D. 1897, the following summons was issued by the Clerk of this Court to-wit:

The State of Ohio, Union County.
To the Sheriff of Union County:

You are hereby commanded to notify Margaret B. Wright that she has been sued by John D. Mather in the Court of Common Pleas of Union County, and must answer by the 11th day of December A.D. 1897, or the 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 November A.D. 1897.

Witness my hand and the seal of said Court, this 10th day of November A.D. 1897.

(seal)

J. R. Gosnell Clerk

On the 11th day of November A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows, to-wit:

The State of Ohio, Union County.

Sheriff's Return

Sheriff's Fees	\$	00
Service and Return		50
Mileage	1	96
Copy		15
Total	2	41

Received this writ November 10th, 1897, at 8 o'clock A.M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to Margaret B. Wright personally on November 10th 1897.

J. Ed Robinson Sheriff
By Allen Hainey Deputy

On the 18th day of November A. D. 1897, the following Demurrer was filed

Demurrer
7460

by the Clerk of this Court, to-wit:
John D. Mathur
Court of Common Pleas
Union County, Ohio.

William A. Wright
James W. Wright and
Margaret B. Wright

Now comes the defendants, William A. Wright, James W. Wright and Margaret B. Wright, and demurs to the petition of plaintiffs for the reason that same does not state any cause of action against said defendants or either of them.

Wright & Pottel Atty's for Defs.

On the 31st day of January A. D. 1898, the following Entry was filed with

Entry
7460

the Clerk of this Court, to-wit:
John D. Mathur
Court of Common Pleas
Union County, Ohio.

William A. Wright et al

This day this cause came on to be heard upon the demurrer of defendant to the petition of plaintiffs, and was argued by counsel. On consideration whereof the Court sustain said demurrer, therefore the plaintiffs asked and obtained leave to file an amended petition in 30 days, and cause continued.

On the 19th day of March A. D. 1898, the following Amended Petition was filed

Amended
Petition
7460

with the Clerk of this Court, to-wit:
John D. Mathur
Court of Common Pleas
Union County, Ohio.

William A. Wright
James W. Wright et al
Margaret B. Wright.

The plaintiffs for his amended petition herein says: that he is the owner of and in possession of sixty acres of land situate in the Counties of Union and Delaware in the State of Ohio by virtue of a deed of general warranty from Byron S. Stultis and wife, dated February 5th, 1897, and recorded in Volume 74 page 576 of the Records of Deeds of Union County, Ohio.

That the westerly line of said land is the center line of Bolus Creek, that said Bolus Creek is a natural water course through said Counties of Union and Delaware and is a non-navigable stream.

That the said defendant Margaret B. Wright is the owner of a tract of land on the opposite side of said Bolus Creek from said plaintiffs land, which is wholly used as a pleasure resort for private gain, and known and designated as "Maple Dell Park."

That said defendants, William A. Wright and James W. Wright are the agents of said defendant Margaret B. Wright in the control and management of said "Maple Dell Park."

That the lands of said plaintiffs which lie along and about upon said Bolus Creek are farming lands under a high state of cultivation and highly productive by reason of the drainage thereof by said Creek when the same is unobstructed.

That the residence of said plaintiffs and his family on said farm is about one-half mile distance in an easterly direction from that part of said Bolus Creek hereinafter complained of.

That about the month of May 1897, said defendant James W. Wright acting as agent of said defendant Margaret B. Wright as aforesaid asked the consent and permission of said plaintiffs to construct a dam across said Bolus Creek from the land of one Adam Newhouse which adjoined said "Maple Dell Park" on the south to the lands of plaintiffs for the purpose of damming up the water in said Creek as a boating place for the private gain of said defendants and to attract patrons to said "Maple Dell Park," which

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consent and permission was refused by plaintiff, and plaintiff then and there notified said defendant James W. Wright not to construct said dam, but said defendant James W. Wright, wholly disregarding said refusal to grant said permission, and wholly disregarding said notice, did unlawfully and without any prescription or color of right herefore during said month of May, 1897, without the knowledge of plaintiff, and during the night season, constructed a dam across said Boko Creek from the lands of said Adam Newhouse to the lands of plaintiff, for another purpose than the private gain of said defendant, and thereby did obstruct the natural flow of water in said creek. On the next day thereafter said plaintiff cut out that portion of said dam which had been so constructed on his side of said division line of his farm from that of said Newhouse's land.

Plaintiff further says that on or about the 11th day of October, 1897, said defendants William A. Wright and James W. Wright acting as said agent of or said unlawfully and without the knowledge or consent of said plaintiff and wholly disregarding said notice aforesaid and during the absence of said plaintiff from his home, constructed another dam across said Boko Creek from the lands of said Adam Newhouse to the lands of said plaintiff and thereby obstructed the natural flow of the water in said Creek, and caused the water in said Creek to back up in said stream and form a stagnant pool of water along said plaintiff's land.

That said plaintiff on returning home and learning of the unlawful construction of said dam, and within a few days thereafter attempted to remove that portion of said dam which had been constructed on his side of said division line, but that by the vicious assaults on him by said defendant James W. Wright by hurling stones at him he was compelled to desist in his efforts to remove said dam. That he caused the arrest and conviction of said defendant James W. Wright on a prosecution for assault and battery upon him in so assaulting him as aforesaid, but that by reason of the menacing threats and danger of personal violence from said defendant James W. Wright he has been compelled to, and has suffered said dam to remain as so unlawfully constructed as aforesaid.

That said defendants William A. Wright and James W. Wright are wholly insolvent, and if plaintiff should recover a judgment in damages for their unlawful trespass upon his lands for so unlawfully constructing and maintaining said dam the said judgment would be wholly without worth and uncollectable and plaintiff would be compelled to pay the costs of the prosecution of such suits. Plaintiff further says that a portion of the banks of said Boko Creek along his said farm along the said dam are so low that an owner of said premises prior to the ownership of said plaintiff was compelled to, and did construct a levee or dyke along said banks to prevent the overflow of water from said Creek during rainy seasons.

That prior to the construction of said dyke, from frequent overflowing of said Creek a portion of the soil had been washed away from said land above said dam, or that since the construction of said dam and by reason of the stagnant water caused thereby to stand along plaintiff's land, the water penetrates through and under said dyke, in ordinary seasons renders said land which had been washed as aforesaid uncollectable by reason of the ground becoming wet and spongy and when plowed, breaking up in large lumps of crazy mud which by the action of the sun turns to become hard and unproductive, and renders cultivation thereof impossible, but if permitted to flow unobstructed by said dam said Creek would drain said low lands and render them tillable and highly productive.

Plaintiff further says that during the summer season when the water is low in said Creek the said dam causes the water in said creek along said dam to become stagnant and unhealthy, and by reason of the close proximity of plaintiff's residence thereby endangers the health of said plaintiff and his family, inasmuch as the general direction in which the wind blows at that season of the year is directly over said stagnant water toward the residence of said plaintiff.

Plaintiff further says that by reason of the facts aforesaid he will suffer great and irreparable damage if said dam is permitted to remain as so unlawfully constructed and that by reason of the continuing nature of said damage, and the insolvent of said defendants William A. Wright and James W. Wright, he has no adequate remedy at law, and thus involves the aid of a Court of equity to redress said wrongs.

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Plaintiff therefore prays that said defendants may be perpetually enjoined from constructing or maintaining a dam across said Bokus Creek on plaintiffs land, or any part thereof, or from interfering with said plaintiffs in the use and enjoyment of said farm, and for all other proper relief in the premises.

John C. Brodick
Attorney for Plaintiffs

The State of Ohio County of Union, ss.

John D. Mathor, the plaintiff, being sworn, makes oath that the facts stated in the foregoing Amended petition are true.

Sworn to by said John D. Mathor before me and signed by him in my presence this 19th day of March, 1897.

John D. Mathor.

(seal)

J. N. Gessell Clerk of Court.

On the 27th day of April A. D. 1895, the following Motion was filed with the Clerk of this Court, to-wit:

Motion
7460
John D. Mathor

Court of Common Pleas
Union County, Ohio.

William A. Wright et al

Now comes the defendants, William A. Wright, James W. Wright and Margaret B. Wright, and moves the Court to strike out of the plaintiffs petition, the following, to-wit: "asked the consent and permission of said plaintiffs to construct a dam across said Bokus Creek from the land of Adam Newhouse which adjoined said Maple Dell Park, on the south, to the lands of plaintiffs, for the purpose of damming up the water in said creek as a boating place for the private gain of said defendants, and to attract patrons to said Maple Dell Park. Which consent and permission was refused by plaintiffs, and plaintiffs then and there notified said defendant, James Wright, not to construct said dam, but said defendant, James W. Wright, wholly disregarding said refusal to grant said permission, and wholly disregarding said notice on the second page of said petition; and the following, to-wit: that said plaintiffs on returning home and learning of the unlawful construction of said dam, and within a few days thereafter, attempted to remove that portion of said dam which had been constructed on his side of said division line, but that by the vicious personal assaults on him by said defendant, James W. Wright, by hurling stones at him he was compelled to desist in his efforts to remove said dam.

That he caused the arrest and conviction of said defendant, James W. Wright, on a prosecution for assault and battery upon him in so assaulting him as aforesaid, but that by reason of the menacing threats and danger of personal violence from said defendant, James W. Wright, he has been compelled to and has refused said dam to remain as so unlawfully constructed as aforesaid, on the second and third pages of said petition, for the reason that the same is irrelevant and redundant.

Wright Ed Pettit Esq
Clerk Ed Porter, Atty. for Defts.

On the 31st day of January A. D. 1895, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7460
John D. Mathor

Court of Common Pleas
Union County, Ohio.

Wm A. Wright et al

This day this cause came on to be heard upon the answer of defendants to the plaintiffs petition and was argued by counsel.

On consideration whereof the Court sustains said answer, on the ground that the petition does not state facts showing any damage sustained by plaintiffs.

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Thereupon leave was granted plaintiff to amend his petition in 30 days -
time extended to March 15th, 1895, and cause continued.

On the 5th day of July A.D. 1895, the following Entry was filed by the Clerk
of this said Court, to-wit:

Entry
7460

John D. Mathur
vs
Wm A. Wright et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on motion of the defendants to strike out part
of the petition of plaintiff as specifically set forth in said motion, and the same was argued by counsel
and submitted to the Court.

On consideration whereof the Court do overrule said motion to which ruling and judg-
ment of the Court the defendants by their attorneys then and there excepted.

Leave is granted to defendants to further plead within thirty days and cause
continued.

Brodnick for Opp.
C.P. for Deft.

On the 13th day of August A.D. 1895, the following Answer was filed
by the Clerk of this Court, to-wit:

Answer
7460

John D. Mathur
vs
William A. Wright,
James W. Wright and
Margaret B. Wright

Court of Common Pleas
Union County, Ohio.

Now come the defendants, William A. Wright, James W. Wright and
Margaret B. Wright, and for their joint answer to the amended petition herein say: they admit
that plaintiff is the owner of, and in possession of fifty acres of land as in said amended petition
set out; that the westerly line of said land, is the center line of Borko Creek; that said creek is a
natural water-course, flowing through said counties of Union and Delaware, and is non-navigable;
that said defendant, Margaret B. Wright is the owner of a tract of land on the opposite side of said
Borko Creek from said plaintiff's land which is wholly used as a pleasure and health resort,
for private gain to said owner, and designated as "Maple Dell Park."

The further admit that the defendants, William A. Wright and James W. Wright
are the agents of said defendant, Margaret B. Wright in control and management of said Maple
Dell Park.

They further admit that the lands of said plaintiff, which lie along and abut upon
said Borko Creek, are farming lands and that the residence of said plaintiff and his family on said
farm, is about one-half mile distance, in an easterly direction from that part of said Borko Creek, im-
mediately east of said Maple Dell Park and the one acre immediately south of said Park, formerly
owned by Adam Newhouse.

They further admit, that said defendants, William A. Wright and James W. Wright
are insolvent.

These defendants, specifically deny each and every allegation in said amended
petition not herein expressly admitted to be true.

Second Defense.

Said defendants for their second defense herein say: that about seventeen years ago,
and for a long time thereafter, one Edward Newhouse was the owner of about 19 acres of land
situated on the west side of said Borko Creek, extending to the center line thereof, immediately
across from the lands of said plaintiff, now owned by said defendant, Margaret B. Wright, and

known and designated as Maple Dell Park; that at the commencement of this action said Margaret B. Wright, was the owner of about 18 acres thereof; that since the commencement of said action said defendant purchased of one Adam Newhouse the tract containing about one acre, lying immediately south of said 18 acres, on the west side of, and extending to the eastern line of said Boker Creek, originally belonging to said Edward Newhouse and constituting a part of said Park.

These defendants further say, that about thirteen years ago, and for a long time before that and thereafter, one Stylo Newhouse, an uncle of said Edward Newhouse, was the owner of the land now owned by plaintiff, as set out in the amended petition herein; that on said date, about thirteen or more years ago, said Edward Newhouse built a dyke upon said premises now owned by said defendant, Margaret B. Wright, and constructed thereon said Maple Dell Park, that at the time of constructing said Park, and as a part thereof, said Edward Newhouse deepened the channel of said Boker Creek between the premises now owned by plaintiff, and the defendant Margaret B. Wright, for the purpose of making an artificial lake for fishing and other purposes; that with the dirt so removed from said channel dykes were built upon either side of said lake, or creek; that at said time said Edward Newhouse built and constructed a dam across said Boker Creek, about one rod north of the place where the dam is now situated, one-half of which was upon the lands of said Edward Newhouse and the other half of which was constructed upon the lands of said Stylo Newhouse; and all at great expense to said Edward Newhouse; that said dam was so constructed for the purpose of damming up the water in said Boker Creek, and completing said artificial lake; that afterwards, in connection with said artificial lake, said Edward Newhouse built a boat-house and a logan slide to be used in connection with said Park.

About thirteen years ago, said Edward Newhouse built an ice house and creamery on the one acre tract immediately west of said dam, then and for a long time afterwards belonging to said Edward Newhouse and constituting a part of said park, but which for a short time prior to the commencement of this action belonged to said Adam Newhouse; that in order to better protect said dam, and for the convenience of said Edward Newhouse in procuring the ice from said artificial lake and storing the same in said ice house, said dam was removed and rebuilt at a point about one rod south of where it was originally constructed, and at the point where it is now and at great expense to said Newhouse and ever since has been maintained, and rebuilt when done with his knowledge and assent.

They further say, that said Edward Newhouse, since the erection of said dam, at a point some distance north of same, cut an artificial channel and constructed said lake or pond, an artificial island; that said Edward Newhouse afterwards made many other valuable and costly improvements in connection with said artificial lake and to be used as a part of said Park.

They further say, that said channel was deepened, said dykes and original dam built, said boat-house, logan slide, ice-house, hotel and creamery, erected and maintained, said original dam removed and rebuilt where it is now, said island constructed and all of said valuable and costly improvements made in connection with said lake and park, with the full knowledge, consent and acquiescence, of said Stylo Newhouse.

They further say, that said channel was deepened, said original dam constructed, removed and rebuilt, and maintained where it is now, up to the date of and before the death of said Stylo Newhouse, with the express license, permission, knowledge and consent, of said Stylo Newhouse; that said Stylo Newhouse devised said real estate, now owned by plaintiff, to his sons John and Walter Newhouse and Frank Newhouse and others; that after their father's death the lands was partitioned and sold and conveyed his said premises to Byron T. Stutz; that said Byron T. Stutz and wife, on the 5th day of February, 1897, by deed of general warranty, conveyed said premises to plaintiff; that since the erection of said dam, up to the present time, said dam was maintained openly and notoriously by the successive owners of said Maple Dell Park; that during all of said time, since the erection of said dam, the successive owners of said Maple

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Reply
7460

Reply
7460

Dell Park have had, and exercised the right to go upon the premises now owned by plaintiff to make necessary repairs upon the said dam or constructed upon said premises.

Said defendant further says that the defendant, Margaret B. Wright, is the immediate successor, in title, by purchase, to said Edward Newbome in said Maple Dell Park; that by said purchase she became, and ever since has been, vested of all the right, title and interest of said Edward Newbome in said Maple Dell Park and all the privileges and appurtenances thereto belonging; that the right to maintain said dam and artificial lake is appurtenant and inseparable to said Maple Dell Park, and if removed will greatly decrease the value of said real estate, and render a large part of said costly and valuable improvements so erected or to be erected, absolutely worthless, and would be a material damage to and would tend to depreciate the property in value in Magnetic Springs above mentioned.

Wherefore defendant prays that the amended petition of plaintiff be dismissed, that they may go hence without day and recover their costs herein expended, taxed at \$, and for such other and further relief as is equitable and proper.

Wright Et Al Petet Et
Cotter Et Al Peter Atty for Defs.

The State of Ohio, Minn County, ss.

William A. Wright one of the defendants being first duly sworn, says: that he is one of the defendants in the above entitled cause, and that the facts stated and allegations contained in the foregoing answer are true as he verily believes.

Wm A. Wright

Sworn to before me and subscribed in my presence this 13th day of August, 1898.

M. L. M... ..

Notary Public

(seal)

On the 24th day of August A. D. 1898, the following Reply was filed with the

Reply
7460

Clk of this Court, to-wit:

John D. Mather

Court of Common Pleas

Minn County, Ohio.

William A. Wright,

James W. Wright Et

Margaret B. Wright

And now comes the said plaintiff and for reply to the answer of said defendants herein says: that he denies each and every allegation in the second defense set forth in said answer.

John M. Boddiech
Attorney for Plaintiff

The State of Ohio, County of Minn, ss.

John D. Mather, the plaintiff, being sworn, makes oath that the facts stated in the foregoing reply are so affiant believes, true.

John D. Mather

Sworn to by said John D. Mather before me and signed by him in my presence this 24th day of August, 1898.

(seal)

J. N. Hornell Clerk

On the 10th day of December A. D. 1898, the following Entry was filed with

Entry
7460

the Clk of this Court, to-wit:

John D. Mather

Court of Common Pleas

Minn County, Ohio.

William A. Wright et al

This day this cause came on to be heard upon the pleadings in the case, and the evidence of both parties, and was argued by counsel.

On consideration whereof, the Court find the equities of the case to be with the Defendants, and that the case of the plaintiff is not sustained.

It is therefore considered and adjudged that the petition of the plaintiff be dismissed, and that the defendant go hence without day and answer of the plaintiff, there costs herein taxed at \$

Twenty upon the plaintiff gave notice of his intention to appeal said cause to the Circuit Court, and the Court fix the amount of his appeal bond at \$1000.

*Order of Court
Recorded for Copy.*

*Attest
J. M. Connel Clerk
By J. M. Connel Deputy.*

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the term of April, to wit: on the 21st., day of April in the year of our Lord One thousand Eight Hundred and Ninety nine.

Be it remembered that heretofore to-wit; on the 11th., day of March A. D. 1899, Philli Vanderau filed in the Clerk's Office of said Court of Common Pleas the following petition against Levy L. Longbrake et al, to wit:-

#7658
PETITION.

Phillip Vonderau	Plaintiff)	Petition on Note and Mortgage, for foreclosure
vs.)	and to Marshal Liens.
Levi L. Longbrake, Mary Long-)	
brake his wife, Clarissa Cassel	and)	COMMON PLEAS COURT, UNION COUNTY, OHIO.
John M. Cassilher husband	and)	
The Farmer's Bank, Marysville.)	
	Defendants)	

I, for a first cause of action against said Defendant Levi L. Longbrake the Plaintiff, Phillip Vonderau says that there is due to him from said Levi L. Longbrake on the promissory note of said Levi L. Longbrake the sum of Five Hundred Dollars with interest from the 21st., day of November A. D. 1897, at the rate of 8 per cent, per annum, of which promissory note the following is a copy with all credits and indorsements thereon, to wit:

\$500.00
Minneapolis, Nov. 21st., 1896.

One year after date I promise to pay to the order of Phillip Vonderau Five Hundred dollars at Marysville, Ohio. Value received with interest and before and after maturity at the rate of 8 per cent per annum until paid. Signed Levi L. Longbrake.

Credit indorsement "Feb. 16th., 1898 Received on within note Forty 75/100 Dollars interest in full to Nov. 21st., 1897".

Second cause of action:- Plaintiff adopts his first cause of action herein and further says that to secure the payment of said promissory note hereinbefore mentioned and set forth in said first cause of action herein according to the tenor and effect thereof the said Levi L. Longbrake together with his said wife, the defendant Mary S. Longbrake duly executed and acknowledged and delivered to the Plaintiff, the said Mary S. Longbrake joining with her said husband in the granting part, the signing, and acknowledgement thereof, their certain mortgage deed bearing date on the 10th., day of March A. D. 1897, and thereby conveyed to the Plaintiff, in fee simple, freed from all rights, including that of dower of said Mary S. Longbrake in and to the following described lands, tenements and hereditaments, situate in the Village of Marysville in said County of Union, and State of

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Ohio:- to wit:-Inlots numbered five hundred and ninety-five (595) Six Hundred (600) Six Hun-
dred and one (601)and six hundred and four (604) according to the plat of L. L. Longbrake's
addition to Marysvilleof record in the office of the Recorder of deeds of Union County, Ohio.

Said Mortgage was delivered to the Recorder, in the Recorder's Office of said County for
record , according to law, on the 22nd., day of March 1897, at 9.25 o'clock A. M. and was duly
recorded in Book 38 page 632 Record of Mortgages.

That said Mortgage deed has a condition thereunder written that, in case the said Levi L.
Longbrake should pay, or cause to be paid, said promissory note when it became due, then said
deed should be void, otherwise to be and remain in full force.

That said Levi L. Longbrake has wholly failed to pay said promissory note or any part
thereof, though the same are past due, wherefore said mortgage deed has become absolute.

And the plaintiff further says that he has a further lien upon said premises for taxes
upon said real estate to the amount of \$16 24/100 which plaintiff paid upon said premises at de-
linquen tax sale Jany. 17th., 1899 which amount of \$16 24/100 with interest from Jany. 17th.,
1899 asks judgement also as the first lien on said premises.

Wherefore the plaintiff asks for Judgement against said defendant Levi L. Longbrake for
the sum of Five Hundred Sixteen & 24/100 Dollars with interest on \$500.00 from Nov. 21st., 1897
at 8% per annum and with interest on \$16 24/100 from Jany. 17th., 1899.

Also that said Clarissa J. Cassil, John M. Cassil her husband & The Farmer's Bank of Marys-
ville, Ohio who claim some lien or interest on said premises be required to set up the nature,
amounts, etc., respectively, of their said asserted liens and claims in and upon said premises
that said pre,ise be sold as upon execution, to satisfy Plaintiff's said Mortgage indebtedness
and said tax lien from said Levi L. Longbrake and the judgement by Plaintiff so to be obtained
that the respective rights, liens, and cliams of the Plaintiff and of said parties be marshaled
and determined by the Court; for costs and all proper relief.

J. H. Kinkade, Attorney for Plaintiff.

The State of Ohio)
Union County) SS. Phillip Vonderau the abovenamed Plaintiff, being duly sworn, says
that he believes the facts stated in the foregoing petition are true.

Phillip Vonderau.

Sworn to before me and signed in my presence this 11th., day of March 1899.

Thomas Mulcahy, Notary Public.

March 11th., 1899.

We the undersigned defendants hereby waive the issuing and service of process and waive
time and enter our appearance herein.

Clarissa J. Cassil)
John M. Cassil) By John M. Braudick,
The Farmer's Bank.) their attorney.



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Brought forward from Page 85

On the 4th day of January A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7400	John N. Laird vs Isaac Laird et al	Court of Common Pleas Union County, Ohio.
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On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former alias 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 and duly executed to convey said premises to the respective purchasers, viz; the first described tract in said alias order of sale to Charles W. Sams and Ray T. Laird; and the second described tract in said alias order to Anna J. Laird and Bessie Laird, and said Sheriff is granted permission to receive the entire purchase price in cash.

It is further ordered that out of the proceeds of said sale of said two tracts and also of the forty (40) acre tract sold under a former order of this Court herein (in money and notes) the Sheriff pay:

First: To the Treasurer of Union County, Ohio, \$188⁵⁴, being the taxes and penalty due on said three tracts aggregating 240 acres.

Secondly: To the Clerk of this Court the costs of this action, taxed at \$118⁰⁶, and also \$25⁰⁰ in addition to the \$25⁰⁰ already ordered to be paid to J. E. Griffith as a counsel fee for his services herein, as per agreement of parties.

Thirdly: And of the residue of said proceeds; to the plaintiff, John N. Laird, one-fifteenth of the net proceeds (including said notes), to-wit, the sum of \$307²³.

To the defendant Isaac Laird, James W. Laird, Allen Laird, Anna Laird, Lincoln A. Laird, Lula Fields, Bessie Laird, Ollie Sams and Ray T. Laird, each the sum of \$307²³ (including their interest in said notes.)

To the defendant, John N. Laird as Administrator of Cross Laird, deceased, the net share of the defendants, Samuel D. Laird and William Laird, to apply upon his claims against them as heretofore found due upon his Cross-petition.

To S. N. McCloud the sum of \$40⁶⁵, being the amount of his claim on Cross-petition against the defendant, George A. Laird.

To the defendant George A. Laird, the sum of \$267²⁵, and to the legally appointed Guardian of Frank Laird and Clarence Laird, minor defendants, the sum of \$307²³ for each.

Attest
J. N. Gosnell Clerk
By Geo. A. Gosnell Deputy.

Motion for writ of possession
7400

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Motion for
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7403

On the 3rd day of May A.D. 1898, the following Notice was filed with
the Clerk of this Court, to-wit:
The Citizens Home & Savings Company
vs
David J. Kelch et al
Court of Common Pleas
Union County, Ohio.

And now comes the defendant The Marysville Lumber Company, a partnership doing business in the State of Ohio, and represents to the Court, that it is the purchaser of the premises herein sold on order of sale on foreclosure of its Mechanic lien, and that the said defendant David J. Kelch and Emma Kelch his wife are in possession of said premises which are particularly described as follows, viz: Situate in the Village of Marysville, County of Union and State of Ohio, Being In-Lot number Six Hundred & Sixty two (662). For a more particular description thereof reference is hereby made to the recorded plat of Kelch Bns. Addition to said Village in the office of the Recorder of said Union County, Ohio, and refuse to deliver up the same to said purchasers Allen C. Plate and Daniel H. Fry, partners as said The Marysville Lumber Company.

The said defendant Allen C. Plate and Daniel H. Fry as such partners under the firm name of The Marysville Lumber Company, therefore move the Court for an order of said Court to direct a Writ of possession to the Sheriff of said Union County, Ohio, directing him to deliver possession of said premises to said purchasers.
John W. Broadrick
Atty. for said Defendants.

Notice
7402

On the 3rd day of May A.D. 1898, the following Notice was issued by the Clerk of this Court, to-wit:
The Citizens Home & Savings Company
vs
David J. Kelch et al
In the Court of Common Pleas
Union County, Ohio.

To the Sheriff of Union County, Ohio:
You are hereby com-
manded to notify David J. Kelch and Emma Kelch to be and
appear before the Court of Common Pleas at the Court House in
Marysville, Union County, Ohio, on Tuesday, May 10th 1898, at 10 o'clock
A.M. to show cause why a writ of possession should not issue to the
Sheriff of Union County, Ohio, directing him to deliver possession of
the following premises, viz:
Situate in the Village of Marysville, County of Union
and State of Ohio, - Being In-Lot Number Six Hundred and
Sixty-two (662); for a more definite description thereof reference
is hereby made to the recorded plat of Kelch Bns. Addition to
said Village of Marysville, in the office of the Recorder of said
Union County, Ohio, to the purchasers thereof, Allen C. Plate and
Daniel H. Fry, partners as the Marysville Lumber Company.
You will make due return of this Writ forthwith.
Witness my hand and the seal of said Court, this 3rd day of May A.D. 1898,
J. N. Gosnell Clerk of Court
By Geo. A. Gosnell Deputy
(seal)

On the 3rd day of May A.D. 1898, the Sheriff returned said writ to the Clerk's Office endorsed as follows:

Sherriff's Fee	50
Law. & Ret.	65
Mileage	16
Copies	30
Total	161

Received this writ May 3rd A.D. 1898 at 3 O'clock P.M. and pursuant to its command I served the same by delivering a true and certified copy of this writ with all of the endorsements thereon to David J. Welch and Emma Welch personally, on May 3rd 1898.

J. Ed Robinson Sheriff.

On the 10th day of May A.D. 1898, the following motion was filed with the Clerk of this Court, to-wit:

Motion
7402
The Citizens Home & Savings Company
vs
David J. Welch et al

Court of Common Pleas
Union County, Ohio.

The defendants Emma Welch and David J. Welch appearing solely for the purpose of this motion and not intending thereby to enter their appearance, move that the Sheriff's return of service of notice be put aside.

2nd. They move that the alleged notice to them be quashed; for grounds of this motion they say said notice is insufficient and not according to law and return is untrue.

J.B. Cole
Att'y for said Defendants.

On the 21st day of May A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7402
The Citizens Home & Savings Co.
vs
David J. Welch et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the application of the defendants Allen E. Plate and Daniel H. Fry, partners as the Marysville Lumber Company; for a writ of execution to deliver the property herein sold to the purchaser, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court finds that said defendants David J. Welch and Emma Welch were in possession of the said property or sold, viz; Situate in the Village of Marysville, County of Union and State of Ohio, being in lot number Six Hundred and Sixty two (662); for a more definite description thereof reference is hereby made to the recorded plat of the Welch Bros. Addition to said Village, in the office of the Recorder of said Union County Ohio; at the time of the filing of the petition herein to foreclose said mortgage and of the personal answers and Cross-petitions herein, and at the time of the sale of said premises, and is still in possession thereof.

It is therefore considered, ordered and adjudged by the Court that unless said defendants David J. Welch and Emma Welch shall vacate said premises on or before Jan 1st 1898, an execution issue to the Sheriff of said Union County, Ohio, directing him to deliver possession thereof to the said purchasers, Allen E. Plate and Daniel H. Fry.

Thereupon said defendants David J. Welch and Emma Welch gave notice of appeal whereupon the Court do fix the amount of the appeal bond herein in the sum of \$100.00, to all of which rulings orders and judgments of the Court the said defendants David J. Welch and Emma Welch then and there excepted and on application the supersederas bond is fixed at \$100.00.

Attest J.M. Gosnell Clerk
By J.W. A. Gosnell Deputy.

Proceed for Plate & Fry
J.B. Cole.

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Affidavit Oscar N.
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Affidavit
7482

On the 5th day of July A. D. 1898, the following Affidavit was filed with the Clerk of this Court, to-wit:
Oscar N. Bell
Arthur Bell et al
Court of Common Pleas
Union County, Ohio.

A. B. Robinson being first duly sworn says that he is an attorney for George W. Mackling in this case and that by mistake the Cross-petition of said Mackling stated that the amount due said Mackling on a note and mortgage therein described was \$341.33 with interest from Feb. 25th, 1896, when it should have been with interest from February 26th 1894, there being a mistake of two year interest in the amount claimed in said Cross-petition than was really due - and in the finding the amount found said Mackling was \$101.⁶⁵ instead of \$168.⁶⁵, and that there was a mistake of \$67.⁰⁰ in the amount of said finding. That said fact was found and finding made at the April term of this Court.

A. B. Robinson

Sworn to before me and subscribed in my presence this 5th day of July, 1898,

(sd)

J. N. Gosnell Clerk of Court

Motion
7482

On the 5th day of July A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:
Oscar N. Bell
Arthur C. Bell et al
Court of Common Pleas
Union County, Ohio.

The defendant George W. Mackling now moves and moves the Court to set aside the finding in this case for him and the Journal Entry thereof at the April term, 1898, and that a correct finding be made and that so far as said judgment and decree in said case affects the rights of said defendant, the same may be opened up and set for further hearing and leave granted to said Mackling for amended Cross-petition.

Robinson Woodburn

Atty for Mackling.

Entry
7482

On the 5th day of July A. D. 1898, the following Entry was filed by the Clerk of this Court, to-wit:
Oscar Bell
Arthur Bell et al
Court of Common Pleas
Union County, Ohio.

This day came the defendant George W. Mackling and submitted his motion to the judgment, order and decree and finding, in this case of the amount due said defendant Mackling, and to set aside the Journal Entry thereof and to correct the finding to the true amount and to file amended Cross-petition by said Mackling which Motion was granted and said finding was corrected and the amount found due said Mackling on his said note and mortgage is One Hundred and Sixty Eight and 63/100 Dollars and the said sum of One Hundred and Sixty Eight and 63/100 Dollars is hereby ordered and decreed by the Court to be paid to said Mackling by said Administrator in settlement of the balance due him on said note and mortgage.

Robinson Woodburn.

Attest, J. N. Gosnell Clerk
By Jno A. Gosnell Deputy.

Now is th tim

We therefore

tion agreeabl

estate,

ceeds of

Now is th time for all good men to come to the aid of the party

When in the course of human

We therefore command you That y u proceed to carry said order, judgment and decree into execu-
tion agreeably to the tenor thereof, and that you expose to sail the above described real
estate, under the satatute regulating sales on execution, and that you apply the pro-
ceeds of such sale in satisfaction of said judgment and decree, witg coata and interet.

