LAW
RECORD.

NO. 42.

UNION
COUNTY

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Petitions
7609

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, at the Term of January, A.D. 1899: on the 2nd day of January, in the year of our Lord One thousand eight Hundred and Ninety Nine.

Be it remembered that heretofore A.D. 1898, on the 10th day of November, The Bimel Carriage Company, filed in the Clerks office of the said Court of Common Pleas, the following Petition against J. C. Kintner, to-wit:

Petition 7609

The Bimel Carriage Company (a Corporation), Plaintiff.

vs

J. C. Kintner, Defendant

Court of Common Pleas
Union County, Ohio.

1st: The plaintiff says that it is a corporation duly organized under the laws of the State of Ohio, and doing business at Sidney in said State.

Plaintiff further says that on May 1st, 1898, the defendant, J. C. Kintner, executed and delivered to it his certain promissory note for the sum of $321.80, with interest at the rate of 8 per cent per annum from September 1, 1898, a true copy of which note together with all the indorsements thereon is as follows:

$321.50 Milford Center O. May 1, 1898.

Four months after date I promise to pay to the order of The Bimel Cge. Co. Three Hundred Twenty Seven 50/100 Dollars, Value received with interest at the rate of 8 per cent per annum from maturity.

J. C. Kintner.

There are no indorsements on said note and there is due and owing to this plaintiff from the defendant, J. C. Kintner, on account of said note above described, the sum of $327.50, with interest from September 1, 1898, for which it prays judgment.

2nd Cause of Action:

For second cause of action the plaintiff says that on May 1, 1898, the defendant, J. C. Kintner, executed and delivered to it his promissory note for the sum of $52.50, with interest at the rate of 8 per cent per annum from Sept. 1, 1898, a true copy of said note together with all credits and indorsements is as follows:

"$52.50 Milford Center O. May 1, 1898.

Four months after date I promise to pay to the order of The Bimel Cge Co. Fifty Two 50/100 Dollars, Value received, with interest at the rate of 8 per cent per annum from maturity.

J. C. Kintner."

There are no credits or indorsements on said note, and there is due and owing to it from the defendant, J. C. Kintner, the sum of $52.50, with interest from Sept. 1, 1898, at 8 per cent per annum, for which it prays judgment.

3rd Cause of Action:

Plaintiff says for a third cause of action that on May 14, 1898, the defendant, J. C. Kintner, executed and delivered to it his promissory note for the sum of $80.50, with interest at 8 per cent per annum from Sept. 1, 1898, a true copy of said note, together with all credits and indorsements is as follows:

"$80.50 Milford Center, O. May 14, 1898.

Four months after date I promise to pay to the order of The Bimel Cge Co. Eighty 50/100 Dollars, Value received, with interest at the rate of 8 per cent per annum from maturity.

J. C. Kintner."

Plaintiff says there are no payments or indorsements thereon and there is due and owing the plaintiff from the said J. C. Kintner, on account of said note last described,

the sum of $80.50, with interest from Sept. 1, 1898, at the rate of 8 per cent per annum for which it prays judgment.

Wherefore, plaintiff prays judgment in all, on account of the three notes above mentioned and described, against the defendant J. C. Kinnear, in the sum of $460.50, with interest from Sept. 1, 1898, at the rate of 8 per cent per annum, and for such other and further relief as the nature and the premises may warrant.

The Binnel Carriage Co.
By Ludam Ed Lewis, Atty.

State of Ohio, Champaign County, ss.

J. M. Lewis, being duly sworn, says he is one of the attorneys of the plaintiff herein, that the three several causes of action set forth are based upon an instrument for the payment of money only against the defendant, and that said instruments are in his hands for collection, and that the allegations in the above petition are true as he verily believes.

J. M. Lewis.

Sworn to by J. M. Lewis before me and by him subscribed in my presence this 9th day of November 1898.

Seal

Fee 40¢

John H. Lewis Jr
Notary Public in and for
Champaign County, Ohio

Praecipe 7609

The State of Ohio, Union County, ss.

The Binnel Carriage Co. vs. J. C. Kinnear

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

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: Account claimed ($460 50/100) with interest thereon at the rate of 8 per cent. per annum, from the 1st day of September A. D. 1898

Dated this 9th day of September A. D. 1898.

Ludam Ed Lewis
Plaintiff's Attorney

Summons

On the 10th day of November 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 J. C. Kinnear that he has been sued by The Binnel Carriage Company in the Court of Common Pleas of Union County, and must answer by the 10th day of December 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 Nov. A. D. 1898.

Witness my hand and the seal of said Court, this 10th day of November A. D. 1898.

Seal

J. N. Gould Clerk.

Endorsed: Action for money only. Amount claimed $460.50, with interest thereon at the rate of 8 per cent from the 1st day of September 1898.

Afterward on the 14th day of November 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

Entry 7609

Petition 7575

	The State of Ohio }	Union County, ss.	
	Sheriffs Fees		.15
Sheriffs Return	Service & Return		.50
	Mileage		.06
	Copy		.10
	Total	$1	.81

Received this Writ November 12th 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 J. C. Sintzer by leaving a copy at his usual place of residence on Nov. 14th, 1898.

J. C. Robinson, Sheriff.

On the 5th day of January A.D. 1899, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7669

The Bimel Carriage Co
vs
J. C. Sintzer

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, and the defendant being in default for answer or demurrer was submitted to the Court without the intervention of a jury. On consideration whereof the Court find the allegations of the petition confessed as against the defendant J. C. Sintzer, and that said defendant J. C. Sintzer is indebted to the plaintiff herein in the sum of $472.78 with interest at 6% from the 5th day of January, 1899.

It is further considered by the Court that the said plaintiff The Bimel Carriage Co. recover from the said defendant J. C. Sintzer the said sum of $472.78, with interest at 8% from the 5th day of January, 1899, and his costs taxed at dollars and judgment awarded for same.

Approved
Dow, Judge.

Attest
J. N. Bosnell Clerk
By Jno 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 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered, that heretofore to-wit, on the 13th day of August A.D. 1898, The Farmers Bank filed in the Clerks office of the said Court of Common Pleas, the following petition against W. Y. Roots, to-wit:

Petition 7575

The Farmers Bank
vs
W. Y. Roots

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. That this its action is founded upon a promissory note of which the following is a copy.

"$300.00

Marysville, Ohio, Mar. 3, 1897.

Ninety days after date, as principal debtors, we jointly and severally promise to pay to the order of the Farmers Bank, Three Hundred Dollars, 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 right of appeal in this behalf.

Witness our hands and seals this 3. day of March, 1897.

W. Y. Rorto.

Endorsed: "Int. pd to Aug. 8th/97 this 6/16/97." Int. pd to April 1st 1898 this 12/1/97."

There are no other credits or indorsements on said note.

There is due and remaining unpaid upon said note from said defendant to said plaintiff the sum of Three hundred Dollars with eight per cent interest thereon from April 1st 1898.

On March 3rd 1897, and in order to secure the payment of said note the said defendant, prior thereto and now is, an unmarried man, executed and delivered to said plaintiff his mortgage deed and thereby conveyed to said plaintiff the following described premises, viz; Situate in the County of Huron, in the State of Ohio, and in the Village of Milford Center. All the undivided one-half of Out-Lot No. Thirty five (35) in said Village- For a more definite description of said Lot reference is hereby made to the Recorded Plat of said Village in the Office of the Recorder of said County- The conditions contained in said mortgage deed, in substance, that if the said W. Y. Rorto should pay or cause to be paid unto the said plaintiff the said note above set forth then said mortgage to be void, otherwise to be and remain in full force and virtue in law.

On March 3rd, 1897, at 3 o Clock P.M. said mortgage deed filed with the Recorder of said Huron County, Ohio, and was by him duly entered of record in Volume 34 page 438 of the Records of Mortgages of said Huron County, Ohio- Said Deed has become absolute.

Plaintiff prays judgment against defendant for Three Hundred Dollars with eight per cent interest, payable annually from April 1st 1898, That said mortgage may be foreclosed, said premises ordered to be sold, and the proceeds thereof applied to the payment of said indebtedness, and for all other proper relief in the premises.

John M. Brodrick
Attorney for Plaintiff.

The State of Ohio, County of Huron, ss.

John M. Brodrick, being duly sworn, makes oath that he is the attorney for said plaintiff duly authorized in the premises, and that the facts stated in the foregoing petition are, as affiant believes, true.

John M. Brodrick

Sworn to by said John M. Brodrick, before me and signed by him in my presence this 13th day of August, 1898.

(seal)

J. N. Gunsel Clerk of Court.

Clerk=

Issue summons to the Sheriff of Huron County, Ohio, for said defendant returnable according to law- Indorse- Judgment and foreclosure of Mortgage- Amount claimed $300.00 @8% pnd. from April 1/98 payable annually.

John M. Brodrick
Attorney for Plaintiff.

Summons

On the 13th day of August A.D. 1898, the following Summons was issued by the Clerk of this Court to-wit:

The State of Ohio, Huron County.

To the Sheriff of Huron County:

You are hereby commanded to notify W. Y. Rorto that he has been sued by The Farmers Bank in the Court of Common Pleas of Huron County, and must

Sheriff's Return

Entry 75-75

answer by the 10th day of September 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 22nd day of August A.D. 1898.

Witness my hand and the seal of said Court, this 13th day of August A.D. 1898.

Seal

J.N. Connell Clerk

On the 18th day of August A.D. 1898 the Sheriff of said County returned said writ to the Clerks office in said County, which return is as follows:

The State of Ohio } ss
Miami County.

Sheriffs Fees		do
Service & Return		50
Mileage		80
Copy		75
	Total	$1	25

Sheriffs Return

Received this writ August 15th A.D. 1898 at 4 Oclock P.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to W.Y. Roots personally on August 17th, 1898.

J. Ed Robinson
Sheriff

On the 21st day of September A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 75-75

The Farmers Bank
vs
W. Y. Roots

Court of Common Pleas
Miami County, Ohio.

This day this cause came on for hearing on the petition of the plaintiffs, The Farmers Bank, and the evidence; on due consideration whereof the Court find that the defendants W. Y. Roots has been duly served with summons in this case, and that he is in default for answer and demurrer, and that the allegations of the said petition is thereby confessed by him to be true; and that there is due the said plaintiffs The Farmers Bank from the said defendant W.Y. Roots on the promissory note set forth in the said petition to the first day of this term to-wit; September 5th, 1898, the sum of Three Hundred and Ten and 27/100 Dollars.

The Court further find that in order to secure the payment of said promissory note the defendant W.Y. Roots, who then was, and now is, an unmarried man, executed and delivered to said plaintiffs, The Farmers Bank, his certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 34, page 438, of the Records of Mortgages in Miami County, Ohio, and is a good and valid lien on the premises in the petition described, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiffs, The Farmers Bank, recover from the said defendant, W. Y. Roots the said sum of Three Hundred and Ten and 27/100 Dollars, with Eight per cent interest from and after September 5, 1898, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant W.Y. Roots, 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 plaintiffs herein the sum so found due as aforesaid, with Eight per cent interest thereon from and after September 5th 1898, the defendants equity of redemption be foreclosed, and said premises be sold and that an order of sale issue therefor to the Sheriff of Miami County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Brodrick for Plffs.

On the 27th day of September A.D. 1898, the following Order of Sale was issued by the Clerk of this Court of writ:

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 21st day of September, 1898, The Farmers Bank obtained a judgment and decree against W. H. Poorbaugh for the sum of Three Hundred and Ten 27/100 Dollars and Fourteen 18/100 Dollars costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said W. H. Poorbaugh, within three days from the 21st day of September A.D. 1898 pay unto the said The Farmers Bank the said sum of Three Hundred Ten 27/100 Dollars, with interest from the 6th day of September, 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 Three Hundred Ten 27/100 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 County of Union, in the State of Ohio, and in the Village of Milford Center, - All the undivided one half of Lot No. Thirty-five (35) in said Village, for a more definite description of said Lot reference is hereby made to the recorded plat of said Village in the office of the Recorder of said County - Bounded on the North by State Street, on the South Center Street and on the West by Pleasant Street; There is no Street or road on the East within said Corporation, Said Lots fronts on State and Pleasant Streets - There are no residence Street numbers in said Village.

We, therefore Command you, that you proceed to carry said order, judgment and decree into execution, agreeably to the true intent of, 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 27th day of September A.D. 1898.

J. N. Gosnell Clerk

Sentry 75-75-

Order of Re-Appraisment and Sale.

Afterward on the 5th day of November A.D. 1898, the Sheriff of said County returned said writ to the Clerks office, which return is as follows:

The State of Ohio, Union County, ss.

Sheriffs Fees	$	cts.
Service		25
Levy		25
Three Appraisers	1	00
Swear. "		25
Writing Appraisal		25
Copy "		25
Notice to Printer		25
Affidavit "		25
Writing Notice		25

Sheriffs Return

In obedience to the command of the Order of sale hereto annexed, I did on the 3rd day of October, 1898, summon C. W. McAdow, M. D. Thompson and E. E. Gabriel, 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 3rd day of October 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 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.

Mileage		80
Return		25
Total	4	85
Appraisers Fees	3	00

And on the 6th day of October, 1898, I caused to be advertised in the Milford Center Union (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 5th day of November, 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 5th day of November 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 no bidders, this writ returned for the want of bidders and time.

J. Ed Robinson Sheriff.

On the 10th day of December A.D. 1898, the following Entry was filed by the Clerk of this Court, to-wit

Entry 75-75-

The Farmers Bank
vs
W.Y. Roots

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff to set aside the appraisement heretofore made herein, and it appearing to the Court that said appraisement was made of the entire property instead of the undivided one half thereof by mistake of the appraisers.

It is ordered by the Court, that said appraisement be, and the same hereby is, set aside and held for naught, and the Sheriff is ordered to cause a new appraisement thereof to be made in accordance with the former order of this Court.

Brodrick for Pltf.

On the 12th day of December A.D. 1898, the following Order of Re-Appraisement and Sale was issued by the Clerk of this Court, to-wit:

Order of Re-Appraisement and Sale.

The State of Ohio,
Union County, ss

To the Sheriff of said County, Greeting:

Whereas, In pursuance of an order of our Court of Common Pleas, within and for said County, at the September Term thereof, A.D. 1898, in a certain Action for foreclosure of mortgage on real estate, wherein The Farmers Bank was plaintiff, and W.Y. Roots was defendant, a writ issued out of said Court for the sale of the premises hereinafter described;

And whereas, no sale being had under said order, the said Court has therefore ordered a re-appraisement and sale of the same;

We command you to proceed without delay, and cause to be appraised and advertised, and to sell according to law, the following described Real Estate, situate in the County of Union and State of Ohio, to-wit;

In the Village of Milford Center, all the undivided one-half of Lot No. Thirty-five (35) in said Village, for a more definite description of said Lot reference is hereby made to the recorded plat of said Village in the office of the Recorder of said County; bounded on the North by State Street, on the South by Center Street and on the West by Pleasant Street; there is no Street or road on the East within said corporation; said lot fronts on State and Pleasant Streets.

To satisfy a judgment rendered in favor of said Plaintiff against said defendant, for the sum of Three Hundred and Ten 27/100 Dollars, damages, and Thirteen 2d 17/100 Dollars costs of suit, with interest at the rate of 6 per cent, from the 5th day of September 1898 until paid, and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common

Pleas and the seal of said Court, this 12th day of December A. D. 1898.

(Seal)

J. N. Grenell Clerk

On the 14th day of January A. D. 1899, 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.

Sheriffs Return

Sheriffs Fees	3	60
Poundage	3	21
Revenue Stamps		60
Total	3	81

In obedience to the command of the Order of Sale hereto annexed I did on the 13th day of December 1898, summon C. W. McAdow, W. D. Sampson and E. E. Gabriel, three disinterested freeholders, residents of said County who were by me duly sworn to view and appraise the lands and tenements therein described, and aftorward, on the 13th day of December A. D. 1898, said appraisers returned to me under their signatures, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Four Hundred Dollars.

Entry 75-75

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of Court of Common Pleas of said County, and on the 14th day of December 1898, I caused to be advertised in the Milford Center Press, 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 14th day of January A. D. 1899, 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 January A. D. 1899, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House; and then and there came A. Boylan who bid for the same the sum of Three Hundred & Twenty One Dollars, and said sum being more than two-thirds of the appraised value thereof, and said A. Boylan being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Three Hundred and Twenty One Dollars.

Allen Haines Sheriff
By J. Ed Robinson Deputy

Sheriffs Sale 75-75

On the 10th day of January A. D. 1899, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

The Farmers Bank
vs
W. H. Rosto

On Order of Re-Appraisment and Sale.
Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio on Saturday January 14th, 1899, 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 Union County of Union, and State of Ohio, and in the Village of Milford Center: All of the undivided one-half of lot No. Thirty-five (35) in said Village. For a more distinct description of said lot, reference is hereby made to the recorded plat of said Village in the office of the Recorder of Union County.

Bounded on the North by State Street, on the South by Center street and on the West by Pleasant Street. There is no Street or road on the East within said Corporation. Said lot fronts on State and Pleasant Streets. There are no residence or Store houses in said Village.

Appraised at $400.00
Terms of Sale: Cash.

J. Ed Robinson Sheriff of Union County, Ohio.

The State of Ohio, Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed article was published for 6 consecutive weeks in the Weekly Citizen a newspaper of general circulation in the County of Union, said publication beginning with Dec. 15, 1898.

Geo. F. Monroe

Sworn to and subscribed before me this 17th day of Jany. 1899.

C.W. McAdow
Notary Public

(seal)

Printers Fees $17 cts.

On the 16th day of January A.D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7575

The Farmers Bank
to
W. H. Rorto

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein, and thereupon the Court having examined the proceedings and report of the Sheriff, and finding the same in all respects in conformity to law and the former order of this Court, it is ordered that said sale be, and the same hereby is, approved and confirmed and said Sheriff is ordered to execute and deliver to the purchaser, A. Boylan, a good and sufficient deed for the premises described in plaintiffs petition, and the said purchaser is hereby subrogated to all the rights of said lienholders herein, in so far as their said liens may be paid for the better protection of his title.

And the Court coming now to distribute the proceeds arising from said sale, amounting to the sum of $32[illegible] cts, it is ordered that the Sheriff out of the money in his hands pay:

1st: To the Treasurer of said County the taxes thereon, amounting to - - - $ 23.33

2nd: To the Clerk of this Court the costs herein amounting to - - - - - - $ 43.01

3d: To the plaintiff the remainder of said proceeds to apply on its judgment amounting to - - - $ 2[illegible]54.66

Execution is awarded to put said purchaser in possession of said premises.

Brodrick for Plff.

Attest

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

Sheriff's Return

Entry 75-49

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 Pow, Judge of said Court, of the Term of January, to-wit: on the 2nd day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore to-wit, on the 5th day of May A. D. 1898, Laura Snow filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Frank A. Snow, to-wit:

Petition 75-49

Laura Snow
vs
Frank A. Snow

Court of Common Pleas
Union County, Ohio.

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

That on the 25th day of January A. D. 1892. She was married to the defendant at the County of Franklin, State of Ohio.

That said plaintiff has always been a faithful and provident wife to the defendant, but the defendant, disregarding his duties as a husband has been guilty of gross neglect of duty by not furnishing her the necessary home or clothing or necessary provision.

She further says that said defendant has at different Times and places been guilty of cruelty toward the plaintiff in striking, beating and other ill treatment.

She therefore prays that upon the final hearing of this case that she be divorced and that she be restored to her maiden name of Laura Heath, and for all proper relief.

Laura Snow
By J. M. Kennedy, her Atty.

Precipe

To the Clerk:

Issue summons and Copy of petition to the Sheriff of Franklin County, indorsed "Divorce and restoration to maiden name prayed for.

J. M. Kennedy.

On the 5th day of May 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 Franklin County:

You are hereby commanded to notify Frank A. Snow, that Laura Snow has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with cruelty and gross neglect of duty, and asking that she be divorced from him, and that she be restored to her maiden name and for other proper relief.

Said petition will stand for hearing during the Term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 16th day of May, 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 May A. D. 1898.

(Seal)

J. N. Worrell Clerk

On the 11th day of May A.D. 1898, the Sheriff of Franklin County returned said summons to the Clerks Office in said Union County which return is as follows:

The State of Ohio Franklin County, ss.

Sheriffs Fees	$	cts
Service		50
Copy		20
Mileage	1	60
Docketing		20
Return		25
Total	2	75

Sheriffs Return

Received 8 o'clock A.M. on the 6th day of May A.D. 1898. and on the 9th day of May A.D. 1898 I served the same by personally handing a true copy thereof together with a certified copy of the petition herein to the within named defendant, Frank A. Snow.

Wheeler J. Young, Sheriff
By P.C. Arnold Deputy.

On the 18th day of January A.D. 1899 the following Entry was filed with the Clerk of this Court, to-wit:

Entry 75-49

Laura Snow
vs
Frank A. Snow

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer, and the Court after hearing the testimony and being fully advised in the premises do find for the plaintiff.

That at the time of filing the petition she was a resident of the State of Ohio, for more than a year and a bona fide resident of Union County.

The Court further finds that the defendant has been guilty of extreme cruelty as charged in the petition.

It is therefore ordered and adjudged by the Court that the plaintiff have a complete divorce from the defendant and that she be restored to her maiden name of Laura Heath, and never her costs herein expended $9 27.

J.M. Kennedy
Atty. for Plaintiff

Attest
J.M. Gosnell Clerk
By Jno 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 Thomas Dew, Judge of said Court, of the Term of January, A.D. 1892, on the 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore A.D. 1892, on the 23rd day of February Walter E. Fullington surviving partner of Phillis & Fullington filed in the Clerks office of the said Court of Common Pleas, the following Petition against Thomas Phillis et al, to-wit:

Petition 6339

Walter E. Fullington, surviving partner of Phillis & Fullington

vs

Thomas Phillis, William A. Guy, Charles Phillis Jr. as Admr. of Charles Phillis, Deceased.

Court of Common Pleas
Union County, Ohio.

The said Walter E. Fullington represents to the Court that James Fullington and Charles Phillis were partners doing business in the County of Union, in the State of Ohio, in the style of the "Bank of Marysville" and that James Fullington having died the said Charles Phillis, as his surviving partner, under the provisions of the Statute, took the property of the said Company and agreed to pay the debts of the same, and on or about the 5th day of January, 1887, said Phillis and the plaintiff formed a co-partnership to carry on said business under the style of the "Bank of Marysville", in which they became equal partners.

That in addition to the notes, accounts and other personal estate belonging to said Bank there was a considerable real estate which was owned by them in common as part of said Bank property, and in addition thereto there was a considerable amount of money placed in said Banking business by said Charles Phillis to enable it to conduct the same with success and meet its indebtedness under an agreement first with James Fullington, W. W. Woods and Charles Phillis when they, as partners, conducted said business and were continued afterwards after the death of said Woods, when said James Fullington and said Charles Phillis as partners, conducted said business, and on his death, after said Phillis had taken said property and assumed its indebtedness the plaintiff stepped into the shoes of James Fullington by an agreement between himself and said Phillis and with the understanding and agreement that the money so left in the Company should remain in the Bank as a part thereof until its business should be closed up and its affairs settled, except that said Phillis was at liberty to draw when he needed, for a short time when it could be spared and to be returned as needed.

At the time of the formation of said last mentioned Company, the land or Bank building stood on the Bank Books as an overdrawn account of said Bank, and afterwards, through a sale of foreclosure, the title to said Minnesota lands in order to close up a claim of said Bank was placed in said Walter E. Fullington by Sheriffs Deed dated December 9th, 1889, and said lands became the property of plaintiff and said Phillis as partners.

That they held at the time of forming said last mentioned co-partnership the following real estate viz: 340 & 1/2 acres in Dover Township, Union County, Ohio; 98 acres in Survey No. 5498, and 142 & 1/2 acres in No. 5505, and 69 acres in Survey No. 4069 of same County, and part of out lot No. 2, and parts of out lots No. 34 & 35 in the Village of Marysville, in addition to the real estate occupied by the said Company as a Banking House, a more definite description of the same is hereto attached as "Schedule Lands".

The lands in Minnesota are 2560 acres being all of Sections 29-32-33, in Township 120 of Range 37, in Swift County and all of Section 5 in Township 119, in Range 37, in Chippewa County; the four Sections being conveyed to W. E. Fullington by Deed of John M. Bergstrom, Sheriff of Swift County the 9th of December, 1889.

That at the time of forming said Copartnership a branch of said Bank of Marysville was being conducted at Milford Center, in same County, by said parties under the name of the "Bank of Milford Center," but the same was always conducted as a part of the Bank of Marysville.

That afterwards on the 3rd day of April, 1890 the said Walter C. Fullington entered into a written agreement (a copy of which marked "A" is hereto attached), whereby the plaintiffs agreed with said Phillis to conduct said business for two years from that date for their mutual benefit, and in order to prepare for closing the business without loss to the said parties, or customers, in consideration that said Phillis did thereby give him authority to control the same for said two years, whether he should live or not live, and have and hold the funds invested and used in said business for the purpose of closing their said business.

The said Phillis after making said contract with plaintiffs transferred and assigned, as plaintiffs believe and aver, all of his interest in said Copartnership, and said bonds and money and credits, to Charles Phillis Guy, Eva M. Guy, Miss Rebecca Guy, Nellie A. Phillis, Charles W. Phillis, Vern A. Phillis, Fullington Guy Phillis and Ethel C. Phillis, but in said transfer and assignment provided that his said grantees should have no right to interfere with the management of said business or property for the two years aforesaid.

Plaintiffs says the said Charles Phillis died intestate, on the 4th of April, 1890, and Charles Phillis Jr. and W. H. Guy were duly appointed the Administrators of his estate by the Probate Court of Madison County, Ohio, in which County he resided at the time of his decease, and they have not yet completed their settlement of said estate.

That the said Charles Phillis left as his next of kin and heirs at law the following persons, viz: Thomas Phillis, Byron A. Empler, William B. Phillis, John L. Phillis, Robert W. Phillis, Jacob W. Phillis, Ida Bell, Sophia Campbell, Jacob Kimball, Rebecca A. Wall, Thomas J. Kimball, J. P. Kimball Jr. Mr. L. Kimball, William R. Roberts, Charles Salisbury, Charles P. Roberts, Viola Roberts, Charles Phillis Jr., Sarah M. Guy and Hattie Washburn all of whom, except the latter three, claim an interest in said Bank and property and real estate as heirs aforesaid.

That at the time said Phillis died the indebtedness of said Copartnership, in the shape of its outstanding certificates of deposit, payable mostly on demand, was large, and said Company held and was the owner of a large amount of notes and other rights of action due to said Bank.

The plaintiffs avers, that in order to carry out his agreement made April 3rd, 1890, with said Phillis, the plaintiffs entered into a written contract on the 28th day of September A.D. 1890 with the Bank of Marysville, an incorporated Banking Company duly incorporated under the laws of Ohio, whereby said incorporated Company purchased of the plaintiffs, acting for said Fullington and Phillis, said Banking House, and the real estate belonging thereto, together with its vault and fixtures and furniture and its good will for the sum of Ten Thousand dollars, and in the same agreement provided that said incorporated Bank would pay and take up as the same should be demanded and payable, the said certificates and accounts due from said Copartners, and in consideration of the same the plaintiffs also transferred to said incorporated Bank, notes and mortgages and other evidences of indebtedness to them, as said partners of an amount, with said Ten Thousand dollars and the cash on hand, sufficient to equal the amount so assumed by it, and said plaintiffs, for said copartnership, as a part of said agreement, guaranteed the collection of said notes and mortgages and other evidences of indebtedness, and agreed that the money to become due to said Charles Phellis and his assigns, Administrators and heirs should remain with said incorporated Bank unpaid for said two years, and then paid to such party as might be entitled thereto.

The amount of notes and accounts &c. so taken by said incorporated Bank, was $260,004.68, and which were guaranteed as aforesaid by said Company, and the

Amount of said notes and accounts now remaining uncollected in $6486.95; on which said guaranty remains, and the plaintiff says it may appear that some part of the same may not be collectable within the time limited as aforesaid, and the said incorporated Bank, on its part has taken up and paid of said indebtedness assumed as aforesaid, except whatever sum may be found due said Charles Phillis as aforesaid, and which latter sum it claims the right to hold until the said sums guaranteed should be collected.

Plaintiff says he has in good faith and to the best of his ability continued said business, and yet he has not been able to complete a settlement of said business and will not be able to do so within said two years.

That the said Branch of said Bank of Marysville carried on at Milford Center has been continued at that place as provided in said agreement of April 8th, 1899, but unless some disposition be made thereof by the 3rd of April, 1902, it must be closed up, but the plaintiff hath made arrangements by which all of its outstanding indebtedness can and will be met by him, as it shall be demanded, out of his own means provided therewith, and there is a considerable amount of indebtedness due said Company arising from the business carried on at that place which may take considerable time to collect and close up.

Plaintiff says that in the management of said real estate he has realized some income and has paid out some money in the way of necessary and proper expenses and in the management of said business of said Company in said Bank considerable ------ by way of taxes and help and own services and expenses which should be adjusted and settled.

Plaintiff says some question has existed as to his power to make a good title to said Bank building and real estate, and therefore in said written contract with said Bank it was provided that said Company should furnish a good title thereto to said Bank and pay any expense that might be incurred in making said title good.

Plaintiff says that he has been advised by counsel and avers the facts to be, that owing to the said deed of said Charles Phillis to said Charles Phillis Guy and others transferring said Bank and its property and the real estate belonging thereto to said grantees, he has no right as the surviving partner of said Charles Phillis to take an interest of said Bank and property and real estate as provided by the Statute laws of the State of Ohio and to take the same as such survivor, at the appraisement thereof, and therefore it has become necessary to appear to this Court, as a Court in Chancery to have an account rendered to it by the plaintiff of all the property yet undisposed of and of the said dealings between said partners, and that the plaintiff, or some other competent person, be appointed Receiver to close up said business and sell said real estate and make good title therefor to the purchaser thereof, and make good title to said Bank for the premises sold to it as aforesaid if the deed already made be not sufficient, and that when said business is all closed up and said written guaranty shall be filled and the terms thereof complied with, that the interest of said Charles Phillis, his heirs, his administrators and his assigns in said Bank, and property be fully ascertained and the amount thereof, and that the Court may order the payment of such interest so ascertained to such of the said claimants as may be entitled thereto under the order of the Court.

Therefore the plaintiff asks that all of the said heirs of said Charles Phillis deceased and all of said grantees in said deed of April 3rd 1899, and said incorporated Bank, and said Administrators be made defendants in this cause, and that the Court order and authorize plaintiff to make full and detailed statement to this Court of the said several matters mentioned in this petition, and that he be authorized to sell and convey said real estate and that if necessary that he or some other competent person be appointed Receiver to collect any and all indebtedness to said old co-partnership, and make a good deed to said Bank for

said real estate sold as aforesaid to it, and if necessary, that said several claimants to said interest to said Charles Phillis in said Bank and property and money and real estate interplead between themselves in this Court, or that the plaintiff and said Bank may be enabled to pay said interest in said Bank to the parties lawfully entitled thereto, and that such other relief be granted as law and equity requires.

Robinson & Woodburne
Attorneys for Plaintiffs.

The State of Ohio, Union County, ss.

W. G. Fullington plaintiff, being duly sworn deposes and says he believes the allegations of the foregoing petition are true in substance and in fact.

(Signed) W. G. Fullington

Sworn to before me and signed in my presence by W. G. Fullington on this 23" day of February, 1892.

(Seal) R. M. Crosy Clerk

Charles Phillis
with
W. G. Fullington

"A"

Know all men by these presents that, Whereas, Charles Phillis is partner with Walter G. Fullington in the Bank of Mayspille, and therefore the Charles Phillis having a large amount of deposits in said Bank of his own money, and it would greatly impair the value of said Bank property to suddenly close the same in case of the death of said Phillis, and there being considerable real estate held in the name of said Walter G. Fullington for the benefit of said partnership. Now therefore I, Charles Phillis, do hereby agree with said Walter G. Fullington that all of his money in deposit in said Bank shall remain in the Bank for the use of the business for two years from this date and said banking business continued at present for two years, with authority and power to said Fullington to continue the same unless the same shall be sooner settled to the satisfaction of said Fullington with the Administrator of the estate of Charles Phillis, in case of death.

And said Fullington shall during said two years do whatever he shall deem best to preserve said property and maintain the credit of said Bank, without hinderance or interference from the Administrator of the estate of Charles Phillis in case of his death: in consideration of all the above the said Walter G. Fullington agree with said Phillis that he will give his personal attention to said business and do the he can to maintain the credit of said Bank and make the most that can be made out of said Bank property and real estate.

In Witness Whereof, the said Charles Phillis and Walter G. Fullington have hereunto set their hands and seals this 3" of April, 1890.

Charles Phillis
Walter G. Fullington

The State of Ohio. Madison County, ss.

Before me a Justice of the Peace of said County, came the above Charles Phillis and Walter G. Fullington and acknowledged the above as their voluntary act and deed, this 3" day of April, 1890.

Walter D. Brannan, J. P.

Filed for record April 4", 1890, at 2.15 P. M. Recorded April 5," 1890.

J. G. Turner, Recorder.

Description of Lands.

Situate in the Township of Deer, County of Union and State of Ohio, and in U. M. Survey No. 5498 and 5505 and bounded and described as follows:

Beginning at a stone and stake in the south-west corner of lands conveyed by W. W. Woods to David and Loretta Green on the 12th day of April, 1881 and in the north line of Survey 5498; thence with said line S. 81 & 1/2 deg. W. 111 poles to a stone north-west corner to lands conveyed by Lemuel James to E. A. & W. L. Andrews on the 1st day of October 1881; thence the west line of said lands S. 8 deg. E. 110 & 65/100 poles to the north-east corner of lands conveyed by said James to Benjamine Bendre; thence S. 81 & 1/4 deg. W. 149 & 80/100 poles to the east line of Joseph Steiner land; thence with said Steiner's East line N. 8 & 1/2 W. 109 65/100 poles to a stone north-east corner to said Joseph Steiner's land and in the north line of said Survey No. 5498; thence with said line N. 82 deg. E. 34 poles to a stake in the center of Grassy Run Ditch No. 6; thence with the center of said Ditch N. 80 deg. W. 3 poles N. 21 deg. W. 54 & 4/100 poles N. 11 & 1/2 deg. W. 30 poles N. 7 & 1/2 deg. W. 12 poles to a stake in the center of said ditch and in the south line of Henry Blosserhim's land; thence with his line N. 82 deg. E. 42 & 6/100 poles to a stake and stone south-east corner to said land in the west line of Robert Means Survey No. 5505; thence with the said line S. 8 deg. E. 4 29/100 poles to a stone south-west corner to John H. Simard's land; thence with the south line of said land N. 81 & 1/2 deg. E. 117 poles to a stone (sugar, two beeches); thence S. 8 & 1/2 deg. E. 1 pole to a stone; thence N. 81 & 1/2 deg. E. 79 poles to a stone north west corner to said lands conveyed by W. W. Woods to David L. Green; thence with the west line of said land S. 7 deg. E. 94 79/100 poles to the beginning containing 241 & 1/2 acres more or less being 98 acres in Survey No. 5498 and 148 & 1/2 acres in Survey No. 5505.

Also the following real estate situate in the County of Union, in the State of Ohio, and in the Virginia Military Survey No. 4069; Beginning at a stone in the north-east corner of Hiram Hunt's farm, thence with the east line of said farm S. 9 deg. E. 7 poles to a stake and stone north-west corner to Peter Dawson's land; thence with the north line of said land N. 82 deg. E. 22 poles to a stake corner to John M. Nevil's land; thence with his line north westerly N. 29 & 1/2 deg. E. 71 & 44/100 poles to a stake corner to George A. Long's land; thence with his line N. 57 & 1/2 deg. W. 77 & 8/100 poles passing over a stone in the margin of the road to a stake in the center of the Marysville and Milford gravel road; thence with the center of said road S. 41 deg. W. 125 & 66/100 poles to a stake corner to the three acre lot reserved by J. W. Robinson; thence with the line of said three acre lot N. 49 deg. E. 32 & 6/100 poles to a stake corner to said lot in the line of said Hunt farm; thence with the line of said Hunt farm N. 80 deg. E. 61 & 45/100 poles to the beginning, containing fifty-eight (58) acres more or less.

Also another tract situate in the Town of Marysville, and being part of Out lot No. 2 in said Village: Beginning at the front where center now Fifth Street and the alley which runs the whole length of said lot in the east side thereof cross; thence with said alley to north-now Fourth Street; thence with North-now Fourth Street to the N. E. corner of lot owned by R. L. Woodburn conveyed to him by Martha Jane and W. W. Woods deed recorded Volume 49 Page 382; thence south with the east line of said Woodburn's lot to Center-now Fifth Street; thence east with Fifth Street to the place of beginning, excepting a strip 40 feet wide on Fifth Street running West 167 & 1/2 feet to a stake off of the south west corner of said described lands, sold to Brodebaugh as shown by deed Volume -- Page --

Also that part of in lot No. 51 and in the Village of Marysville in said County of Union on the Public Square of said Village and known as the Bank of Marysville property.

To the Clerk:

Praecipe.

Issue Summons in this case for Charles Phillis Jr. and William H. Guy as Administrators of Charles Phillis, deceased, and Endorse: "Petition to settle accounts of co-partnership; for quiet title to real estate; to obtain authority to sell real estate; to appoint Receiver; to obtain General equitable relief."

February 13th, 1892.

Robinson & Woodburn
Attorney for Plaintiff

Summons

Praecipe
2389

Summons

lands conveyed
in the north
north-west
" day of October
north-east corner
deg. W. 14 & 20/100
line N. 6 & 1/2 W.
and in the north
to a stake in the
deg. W. 3 poles N.
in the center
with his line
land in the
E. 4 20/100
south line of
& 1/2 deg. E. 1
said lands con-
S. 7 deg. E. 94 76/100
Survey No. 5498

the State of Ohio,
th-east corner
to a stake and
nd N. 82 deg. E.
derly N. 29 & 1/2
N. 37 & 1/2 deg.
enter of the
deg. W. 125 & 66/100
the line of said
& said Stone farm;
ing, containing

g part of Out
Street and the
ner with said
N. E. corner
Wordo: deed
rson's lot to
, & cepling
outh west corner

said County
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ing a Admnis-
Township: for
Main General
burn
intiff

On the 23rd day of February A.D. 1892, 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 Charles Phillis Jr. and William H. Guy, as Administrators of Charles Phillis deceased, (impleaded with others) that they have been sued by Walter C. Fullington, Surviving partner of Phillis & Fullington, in the Court of Common Pleas of Union County, and must answer by the 26th day of March A.D. 1892, or the petition of the said plaintiff will be taken as true and judgment ordered accordingly.

You will make due return of this summons on the 7th day of March A.D. 1892.

Witness my hand and the seal of said Court, this 23rd day of February A.D. 1892.

(seal)

R. McElroy Clerk

We hereby acknowledge service of this summons upon us as Administrators of the estate of Charles Phillis deed, the same as if served by the Sheriff and enter our appearance this 3rd day of March, 1892.

Wm. H. Guy } Administrators of the estate of
Charles Phillis } Charles Phillis, deceased.

On the 17th day of March A.D. 1892, the following Precipe was filed with the Clerk of this Court, to-wit:

Precaipe
6389

Walter C. Fullington
vs
Thomas Phillis et al

Court of Common Pleas
Union County, Ohio.

Issue summons in the above case to the Sheriff of Madison County, Ohio, for Charles Phillis Guy, Eva M. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel F. Phillis all minors and the latter four under fourteen years of age - Endorse Summons "petition for equitable relief and to enable plaintiff to settle up the affairs of the old firm of Phillis & Fullington under the name of the Bank of Marysville."

Robinson & Woodburn
Attorneys for Plaintiff.

On the 17th day of March A.D. 1892, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.

To the Sheriff of Madison County:

You are hereby commanded to notify Charles Phillis Guy, Eva M. Guy, Nellie A. Phillis (Minor) Charles W. Phillis, minor under 14 years of age, Verne H. Phillis, minor under 14 years of age, Fullington Guy Phillis, minor under 14 years of age, Ethel F. Phillis, minor under 14 years of age (impleaded with others), that they have been sued by Walter C. Fullington, in the Court of Common Pleas of Union County, and must answer by the 16th day of April A.D. 1892, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 28th day of March A.D. 1892.

Witness my hand and the seal of said Court, this 17th day of March A.D. 1892.

(seal)

R. McElroy Clerk.

Endorsed: Action for Equitable Relief and to enable plaintiff to settle up the affairs of the old firm of Phillis and Fullington ~~under~~ the name of the ~~Marysville~~ Bank of Marysville.

On the 30th day of March A. D. 1892 the Sheriff of Madison County returned said writ to the Clerks office in Union County, which return is as follows, to-wit:

The State of Ohio, Madison County, ss.

Sheriffs Fees		
Service & Return	2	20
Mileage	3	20
Copy	3	00
Total	8	40

Sheriffs Return.

Received this Writ March 19th A. D. 1892, at 2 Oclock P. M. and served Charles Phillis Guy, and Eva M. Guy on March 24th 1892, personally by handing to each of them a true and certified copy of this writ with the indorsements thereon— I did on March 24th, 1892, serve the within named defendants Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Tullington Guy Phillis and Ethel L. Phillis, minors under 14 years of age personally by handing to each of them a true and certified copy of this writ with the indorsements thereon and at some time handed to Charles Phillis, father of said minors a true and certified copy of this writ for each of them, with all the indorsements thereon.

Benj Ennery Sheriff Madison Co.

On the 4th day of March A. D. 1892, the following Waiver was filed with the Clerk of this Court, to-wit:

Waiver 6339

Walter C. Tullington surviving partner &c. vs Thomas Phillis et. als. | Court of Common Pleas, Union County, Ohio.

Supplemental Petition 6339

Now come Alice R. Guy, and waive notice upon us and enter our appearance in the foregoing case the same as if Summons had been served upon us and we also consent that if the Court find it necessary to appoint a Receiver in this case that Walter C. Tullington be appointed Receiver.

Alice R. Guy.

On the 12th day of September A. D. 1892, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 6339

Walter C. Tullington Survivor &c. vs Thomas Phillis et als | Court of Common Pleas, Union County, Ohio.

The plaintiff appeared and suggested the death of Thomas Phillis, and obtained leave to file Supplemental petition and petition filed and the cause continued.

On the 13th day of September A. D. 1892, the following Supplemental Petition was filed with the Clerk of this Court, to-wit:

Supplemental Petition 6339

Walter C. Tullington Surviving partner of Charles Phillis, dec'd. vs Thomas Phillis et als | Court of Common Pleas, Union County, Ohio.

The said plaintiff Walter C. Tullington by way of his Supplemental petition says, that after this action was commenced Thomas Phillis, one of the original defendants died intestate and leaving as his children and sole heirs at law the following persons who are entitled to whatever interest if any which he had in the subject matter of this action, viz:

1. Mrs Augie Dair, wife of Edward Dair of Topeka in the State of Kansas.
2. Mrs Nannie Kuth wife of Wilson Kuth of Topeka Kansas, but said Nannie is now dead and left as her children, sole heirs at law the following: Thomas E. Kuth, Franklin R. Kuth, Mrs Lulu Hobart all living in Topeka in the State of Kansas.
3. Mrs Lydia Myers, wife of Jonathan Myers living at Sedalia Missouri,

Supplemental Petition 6339

Legal Notice

4. Mrs Emma J. Wright now living at Topeka Kansas.
5. Miss Phillis living at Springfield Ohio. in Clark County.

The plaintiffs says that said heirs of Thomas Phillis may be made defendants instead of Thomas Phillis dead. and that the rights of the same be settled herein.

Robinson & Wardburn
Attorneys for Plaintiffs.

The State of Ohio. Union County ss.

W. G. Fullington. being duly sworn depose and says he believes the allegations of the foregoing Supplemental petition are true.

W. G. Fullington

Sworn to before me and signed in my presence this 12th of Sept. 1892.

R. O'Henry Clerk
By W. A. Wright Deputy

(seal)

On the 21st day of December A. D. 1892. the following Supplemental Petition was filed with the Clerk of this Court, to-wit:

Supplemental Petition 6389

Walter G. Fullington Survivor &c.
vs
Thomas Phillis et al

Court of Common Pleas
Union County, Ohio.

The said plaintiff says that since he filed his petition in this case. Thomas Phillis died, leaving him as stated in his Supplemental petition filed Sept. 12th, 1892, and that since then he has learned that said Thomas Phillis by his will duly probated made disposition of his estate and made Wilson Keith of Topeka Kansas the Executor of his will who duly qualified, and as plaintiff is informed has the right to control any interest which Thomas Phillis might or did have in the subject matter of said petition and that have released to the said heirs of Charles Phillis Jr. and the said heirs of Sarah M. Guy whatever interest they might or did have in the subject matter of said petition since the plaintiff filed his original petition: therefore plaintiff prays that the said Executor be also made a defendant in this cause.

Robinson & Wardburn
Attorneys for Plaintiff

The State of Ohio, Union County. ss.

W. G. Fullington, being duly sworn depose and says he believes the allegations of the foregoing petition are true, and further that the said heirs and Executor of the will of Thomas Phillis are all except Miss Phillis, non-residents of the State of Ohio, and are residents of the State of Kansas and that the said Kimballs named in said Supplemental Petition are non-residents of the State of Ohio, and that process by summons can not be made on said defendants in the State of Ohio, and that it is necessary to give notice to them by publication and he asks for an order of publication of such notice according to law.

W. G. Fullington.

Sworn to before me and signed in my presence this 21st day of Dec. 1892.

R. L. Wardburn
Notary Public

(seal)

On the 25th day of January A. D. 1893, the following Legal Notice was filed with the Clerk of this Court, to-wit:

Legal Notice

Thomas E. Keath, Cyrus A. Snyder, Wm B. Phillis, John L. Phillis, Robert W. Phillis, Jacob W. Phillis, Ida Bell, Sophia Campbell, Jacob Kimball, Rebecca A. Wall,

Thomas J. Kimball, J. P. Kimball Jr. A. C. L. Kimball, Wm R. Roberts, Charles Salsbury, Charles P. Roberts, Viola Roberts, Hattie Washburn, Franklin R. Keith, Lulu Abbott, Lydia Myers, Rose Phillis and Emma J. Wright, next of kin of Charles Phillis, deceased, are notified that Walter G. Fullington as the survivor of the firm of Phillis & Fullington, has filed his petition in the Court of Common Pleas of Union County, Ohio, against them and others, alleging that it is necessary to obtain the authority of said Court to settle up the unsettled part of the business of said firm, and sell certain real estate of said firm and distribute the proceeds of the property of said firm to the parties legally entitled to the same; and the prayer of said petition is, that such authority as may be needed be given by said Court to said survivor, to enable him to convey said lands and under an account, and settle the business of said firm and distribute the proceeds to the parties legally entitled to the same- The said defendants are required to file their answer in said cause by Saturday, the 25th day of February 1893.

December 21st, 1893.

Robinson & Woodburn
Attorneys for Plaintiff

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with December 21, 1892.

W. O. Shearer.

Sworn to and subscribed before me, this 25th day of Jan. 1893.

(seal)

R. McCamy Clerk

Printers Fees, $ 14cts.

On the 24th day of April A. D. 1893, the following entry was filed with the Clerk of this Court, to-wit:

W. G. Fullington
Surviving partner
to
Thomas Phillis et al

Court of Common Pleas
Union County, Ohio.

Entry 6339

This cause is continued with leave to the defendants to file answer in 30 days.

On the 10th day of September A.D. 1894, the following Answer was filed with the Clerk of this Court, to-wit:

Walter Fullington Surviving partner of Phillis & Fullington
to
Thomas Phillis et-als

Court of Common Pleas
Union County, Ohio.

Cross-Petition 6339

The Bank of Marysville now comes and for its answer and Cross-Petition in the foregoing case says it is a Banking Company corporated under the laws of Ohio.

That on or about the 23rd day of September, 1890, the said Bank of Marysville entered into a written agreement whereby said Bank agreed with said plaintiff acting for himself and as the agent of the Company of Phillis & Fullington to buy of plaintiff the real estate mentioned in the petition known as the Bank property including its fixtures and good will at Ten Thousand Dollars and agreed to assume its indebtedness to the amount of $2662.22 1/2 in consideration of said plaintiff assigning to this defendant cash and claims due plaintiff in an account with said property and cash equal to the amount assumed, the plaintiff guaranteeing the collection of the claims so assigned.

That this defendant accepted of the plaintiff a deed for said property with the understanding and agreement that if any doubt existed as to plaintiff power to make good title thereto that the plaintiff would guaranty to make a good title thereto and

Entry 6339

Entry 6339

further it was understood and agreed that whatever sum should be coming to Charles Phillis estate or his assignee should remain with them until the claims assigned and guaranteed collectable should be collected but this part of the agreement by the mutual mistake of the said parties was not stated in said writing.

That this defendant hath collected a large part of the indebtedness assumed by it as aforesaid but there is about the sum of $643.43 95/100 of the sum yet uncollected and there is of the sum assumed to be paid by the defendant to said Charles Phillis estate or to his assignee estimated at-$5-4000 unpaid which this defendant alleges is not payable until said claims guaranteed as aforesaid shall be collected or the guaranty made good by the payment of each instalment thereof.

This defendant says it has had the peaceable possession of said premises and property since said 23 of Sept. 1890, but as some doubt exists as to the sufficiency of the deed made for the same as aforesaid there is a cloud left over the title of this defendant in said property which in equity should be removed by a decree of the Court quieting said title.

Defendant says it is able, ready and willing to pay the amount it assumed as aforesaid on the terms aforesaid, but there are two sets of claimants for the same to-wit; the said heirs at law of the said Charles Phillis deed, named in said petition on the one part and the parties named in said petition as grantees of the said Bank of Marysville & Charles Phillis of the other part and this defendant is ready when said guaranty is complied with to pay whatever sum may be found due from this defendant to whichever of said claimants the Court may order the same to be paid, and this defendant is ready, able and willing to comply with any order the Court may make in respect to the amount it has assumed as aforesaid to pay.

Therefore this defendant asks the Court to make an order quieting the title to said premises and property aforesaid and cause said claimants to enter plead between themselves as to their rights aforesaid and that said contract be reformed as to the time when said claim shall be paid or as corrected said written agreement and that such other relief be granted it as law and equity requires.

Robinson & Woodburn
Attorneys for Bank of Marysville,

The State of Ohio, Union County, ss.

J.W. Robinson being duly sworn says he believes the allegations of the foregoing cross-petition are true, and says he is one of the Directors of the Bank of Marysville.

J.W. Robinson.

Sworn to before me and signed in my presence this 10th day of Sept. 1894.

(seal)

J.R. Bissell Clerk

On the 9th day of September A.D. 1895 the following Entry was filed with the Clerk of this Court, to-wit;

Entry 6339 — W.C. Fullington, Surviving partner &c. vs Thomas Phillis et als — Court of Common Pleas, Union County, Ohio.

This day by consent of all parties this cause is continued under former order.

On the 1st day of October A.D. 1896, the following Entry was filed with the Clerk, to-wit;

Entry 6339 — W.C. Fullington Surviving partner &c. vs Thomas Phellis et als. — Court of Common Pleas, Union County, Ohio.

This cause is continued under former order.

On the 19th day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 6339

Walter C. Fullington
vs
Thomas Phellis et al

Court of Common Pleas
Union County, Ohio.

This day this Cause came on to be heard and by consent of parties it is ordered that said plaintiff file herein on or before thirty days preceding the first day of the next term of this Court, a statement of the condition of the affairs of said partnership showing the real estate sold and unsold, the receipts and disbursements expended in that behalf, with amount received from lands sold, together with a statement showing condition of unsettled business and other receipts and disbursements of said partnership and condition of the indebtedness of same; and the cause is continued

Robinson & Wordburn
for Plaintiff

On the 6th day of September A.D. 1897 the following Report was filed with the Clerk of this Court, to-wit:

Report 6339

W. C. Fullington, surviving partner &c.
vs.
Thomas Phillis et als. Defts.

Court of Common Pleas
Union County, Ohio.

Now comes W. C. Fullington, surviving partner &c. and in obedience to the order of the Court herein, make the following Report:

He and Charles Phillis, about the 1st day of April 1890, were equal partners in the Marysville Bank, which was a private partnership in which each had equal capital, and said Phillis had a deposit of $54,312.08 therein.

That said Phillis being very ill and anticipating that he would not live long after much and careful counsel, did on or about April 3rd, 1890, for the purpose of saving the credit and property of the Bank, execute with said survivor his written agreement conferring upon him absolute power to continue said business for two years (a copy of which written agreement is contained in Schedule "A").

Said Phillis on the same day, and after said agreement with the plaintiff, made his deed of conveyance of his interest in said Bank and of real estate of very great value to the persons named in Plaintiff's petition.

On a few days thereafter said Phillis died and his legal heirs or a large part of them brought several actions in the Courts to set aside said deeds & assignment.

That by reason of said litigation the plaintiff was greatly embarrassed in conducting said Bank owing to the constant discussion of the possible effect on said Bank; and the plaintiff was under the necessity of employing the firm of Robinson & Wordburn for counsel and assistance commencing with said arrangement with said Phillis up to the present time.

That during the summer of 1890, under the advice of said counsel and other persons who were friendly to him and able to assist him, the said Fullington obtained a subscription for One Hundred Thousand Dollars capital stock for the purpose of incorporating a Bank under the Ohio laws, and proceeded in obtaining letters or certificate of Incorporation; all of which was done in order to create a purchaser of the bank building, real estate connected therewith, its fixtures etc. and which would assume the indebtedness of said bank and pay its depositors and give time to said surviving partner in said old Bank to collect its assets and sell its real estate, all of which was in his name and thereby save the credit of all the parties, save the depositors from delay in payment, save the property from being

sacrificed, and in carrying out the whole plan through the advice and assistance of same counsel, he made said sale and arrangement as finally formulated in the written agreement, a copy of which is attached to Schedule "A"

That between the 3rd of April 1890, and Sept 30th, 1890, plaintiff operated the business without any change, and on the 30th of Sept 1890, said change from the old to the new Bank under said written agreement was completed, and on that day the schedule or statement made on "Schedule A" shows its actual condition and assets and liabilities, except the real estate consisting of lands in Minnesota, the late residence of W. W. Woods in Marysville, a farm known as the James or Ralston farm, the Liggett farm, the Brewery in Marysville and another lot mentioned in the sales as reported in this Report.

After the plaintiff filed his petition in this case, said litigation between the heirs of said Phillis and the assignees of said Phillis, was compromised and settled out of Court by said parties and by the mutual wish and request of said parties and their attorneys the plaintiff paid the compromise money, fees and Attorney fees and other expenses mentioned in Schedule B" herewith filed and made a part of this Report, showing the amount of $54,408.51, paid on the Phillis deposit, leaving $6,343.57, including interest yet unpaid but against which Attorney fees of Robinson & Wordburn are still claimed.

That, excluding the real estate and the $17,778.05, of doubtful notes, there was a deficiency of $2,402.16 as shown by statement in "Schedule A" which deficiency said Fullington has paid.

That said Fullington sold the lands in Minnesota, and the James farm and another lot in Marysville stated in "Schedule C" which schedule gives a full and true account of all the receipts and expenditures connected therewith, showing receipts of $35,561.64, and the amounts expended and paid out, including notes mentioned in said schedule as returned by the said new Bank to the said old Bank as probably uncollectable, as set forth in said "Schedule C" amount to the sum of $40,117.83.

That "Schedule D" shows the receipts and expenditures and the sale proceeds thereof, showing receipts $9,479.29 and expenditures $1,314.85.

That "Schedule E" shows fully the receipts and expenditures of the Liggett farm, being receipts $1,130.75 and expenditures $1,083.95, a large part of said expenditures being for valuable and permanent improvements made thereon and necessary to preserve the property and procure an income therefrom.

The present assets of the old Bank not yet reduced to cash are set forth in "Schedule F"; and what sum may be realized therefrom is uncertain, and in order to convert the same into cash, the plaintiff recommends that they be sold by the order of this Court.

In managing said business, much time, expense and great responsibility was required and some of the large claims of indebtedness of the Bank required special efforts and skill and several trips of long distances were taken for which the plaintiff should receive special and liberal compensation as they were of very great value to the parties interested in said old Bank.

The plaintiff further reports that the Milford Center Branch Bank was conducted without capital and was only a part of said old Bank, and was conducted without any change for two years after the death of Mr. Phillis, and neither its assets nor liabilities were included in the said agreement with the said new Bank and were not included in "Schedule A" and at the end of the two years, viz., April 4th, 1892, the assets of said Bank were $117,294.91, and its liabilities were $117,182.06, and at that time and ever since has conducted it as his own and paid off its several liabilities and collected all of its assets except about $10,000.00

Said plaintiff asks the Court to allow him for his services and expenses as follows, viz:

From April 1st, 1890 to April 1st, 1891. -- $2,000,00
From April 1st, 1891 to April 1st 1892 --- 2,000.00
From April 1st, 1892 to April 1st, 1893 --- 1,000,00
From April 1st 1893 to April 1st, 1894. --- 1,000,00
From April 1st, 1894 to April 1st, 1895 --- 500,00
From April 1st, 1895 to April 1st, 1896 --- 500.00
From April 1st, 1896 to April 1st, 1897 --- 250,00
Commission for sale and collecting proceeds of the
Minnesota lands ---------- 1,500,00
For sale and collecting proceeds of Kansas lands - 375.00
For compromising and for sale of Kansas land
to settle Howard Claim ---------- 60000
Making a total of $9,725,00

of which defendants ought in equity to pay more than half.

The allowance for fees and counsel and assistance by Robinson & Wordburn, Attorneys, which they charge and are reasonable should be granted, as follows:

For counsel with plaintiff and Charles Phillis before his death
and writing Contract in regard thereto ---------- $ 300,00
For assistance and counsel in arranging for sale of said Old Bank
and thereby preserving the same from loss and writing papers. --- 1,000,00
For counsel and assistance to the plaintiff in said several suits in
Court between the heirs and assignees of Charles Phillis in
which plaintiff and said Bank were parties defendant ---- 1,000.00
For counsel and assistance in other matters in connection with
closing out said old Bank business outside of this case. --- 600.00
Making a total of ---------- $2,900.00

of which defendants ought, in equity, to pay more than half.

There remain uncollected some of the claims which were assigned to said
new Bank and guaranteed collectable, and the Court should provide for the guarantee of their
payment before any of the net assets of said deposit or of said old Bank are paid to either party.

Recapitulation.

The new-Bank owes said defendants the said balance of said deposit
subject to said claim of Robinson & Woodburn therein, and subject to said Contract of
guaranty, amounting to $6,343,57.

Said Fullington as surviving partner is debtor to the old Bank:

Dr.

To the amount rec'd by "Schedule C" ----------	$35,568,64
To amount rec'd by "Schedule D." ----------	9,479,29
To amount rec'd by "Schedule E." ----------	1,130,75
Total ----------	$46 178.68

Cr.

By payment to new-Bank its defi-
ciency of assets	$2,402,76	
By amount paid per "Schedule C"	40,117,83	
By amount paid per "Schedule D"	1,314,85	
By amount paid per "Schedule C"	1083,95	
Total ---	$44,919,29	
Balance Dr.	1,259,29	$46,178,68

Assets of land and notes $ "Schedule F."
Claim of Plaintiff for services $
Claim of Plaintiff for counsel fees etc $

Having reported as fully as he supposed necessary, the plaintiff herewith submits his account for the approval of the Court.

By Robinson & Woodburn, Plaintiff's Attys.

State of Ohio, Miami County, ss.

W. C. Fullington, being duly sworn, deposes and says that he believes the above report and Schedules A. B. C. D. E. F & G. made part of said report, contain a full history and account of said property, business and Bank of Marysville in which he and Charles Phillis were the sole partners.

W. C. Fullington.

Sworn to before me and subscribed in my presence, Sept. 6th, 1897.

J. N. Grandi
Clerk of Courts

(Seal)

"Schedule B"

W. C. Fullington in account with Chas. Phillis estate.

		Dr.	Cr.
To money on dep. in Bank of Marysville Apr. 4, '90,		$5431.2.08	
" Int. due on above deposit		3200.00	
" " on above dep. from Oct. 1, '90 to Apr. 4, '92		3240.00	
		6075 2.08	
	Contra.		
Aug. 16, '90	By Cash paid to Nellie Phillis on ac. of C. Phillis		$ 80.00
Aug 18, '90	" " " " Alice R. Guy " " " "		100.00
Aug. 7, '91	" " " " Treas Madison Co. Taxes		390.00
Feb. 11, '92	" " " " " " " "		191.25
Aug 8, '92	" " " " " " " "		191.25
Oct. 29, '92	" " " " John and Jacob Phillis		2000.00
Nov. 23, '92	" " " " Chas Salsbury		1000.00
Nov. 23, '92	" " " " Mrs. Guy for Mrs. Washburn & Wall		2000.00
Nov. 29, '92	" " " " W. H. Guy & C. Phillis for different Bros.		4000.00
Oct. 10, '93	" " " " Treas. Madison Co. Taxes		1334.70
Nov. 6, '93	" " " " Mrs. Guy for Mrs Campbell		1000.00
Feb 13, '94	" " " " " " " " "		4000.00
Feb. 26, '94	" " " " C. Phillis for J. J. Kimball Jr.		750.00
Mch. 7, '94	" " " " " " " " J. P. Kimball Jr.		1000.00
Mch. 10, '94	" " " " J. P. Kimball Jr.		750.00
Mch. 10, '94	" " " " W. S. Kimball		750.00
June 9, '94	" " " " J. P. Kimball Jr.		1566.66
Aug. 3, '94	" " " " Wilson Keith and others		16500.00
July 19, '94	" " " " Judge George Lincoln		125.00
Aug. 31, '94	" " " " Jos. Williams, Admr.		375.00
Aug 31, '94	" " " " Clerk of Madison Co.		120.30
Oct. 24, '94	" " " " Clerk of Madison Co.		183.00
Feb. 14, '95	" " " " Lincoln & Harrison, Attys.		5000.00
July 27, '95	" " " " R. A. Harrison		2764.19
July 29, '95	" " " " " " " "		3055.16

Dec. 19/98 By Cash paid to Hay & Phillis Receipt Nov. 6/98 $ 5200.00
5448.51

"Schedule C."

W. C. Fullington in account with Fullington and Phillis

			Dr.	Cr.
Jan. 6/91	To cash old mare sold out of brewery		3.00	
Apr. 1/91	" " 6 mo. rent Liggett House on 5th St.		36.00	
Oct. 10/91	" " Oats and flag sold off Minn. land		279.28	
Nov. 12/91	" " rent recd from D. Webb for Brewery		30.00	
Mch. 16/92	" " 1st Payment on Minnesota Land		10000.00	
Mar. 28/91	" " Received for 5th street house in Maysville		1000.00	
Apr. 4/91	" " " from Mrs. Fullington 2 yrs. rent for 4th St. house		240.00	
Jan. 23/93	" " from D. Webb for rent of Brewery		22.00	
Apr. 1/93	" " 2nd payment on Minn. land $10000 and int. $1200		11200.00	
Apr. 1/93	" " from Mrs. Fullington 1 yr. rent for 4th St. house		120.00	
Oct 9/93	" " Admr. Est. of R. T. McAllister on note		8333.36	
Feb. 28/94	" " Geo Schlegle Brewery rent		40.00	
Apr. 1/94	" " Mrs Fullington 1 yr. rent for 4th St. house		120.00	
Apr. 1/94	" " 1 yr. int. on $10 Mortgage note Minn. L.		600.00	
Jan 8/95	" " Geo Schlegle Brewery rent		40.00	
Apr. 1/95	" " Mrs. Fullington 1 yr. rent 4th St. house		120.00	
Apr. 1/95	" " Last payment & int. Minn. land		10600.00	
Jan. 5/96	" " G. Schlegel Rent for Brewery		60.00	
Apr. 1/96	" " Mrs. Fullington, 1 yr. rent 4th St. house		120.00	
Jan. 4/97	" " Geo. Schlegel Rent for Brewery		40.00	
Mch. 1/97	" " Wm H. Swadgrass 2 mo. rent 4th St house		24.00	
June 12/97	" " " " " 3 " " " " "		36.00	
			35568.64	

Contra

Feb 6/91	By Dec. '90 Taxes on Minn Co. L.		280.60
Mch. 19/91	" Haynes & Chase, Attys. at Minneapolis		75.00
Mch. 16/91	" Taxes on land in Chippewa Co. Minn. 1890		62.85
Mch. 1/91	" Amt. paid W. M. Balsid plowing prairie land		350.00
Apr. 8/91	" Delinquent taxes paid on 1 sec. in Chippewa Co. Minn		76.62
Apr. 27/91	" Taxes paid for '89 & '90 on three sections in Swift Co. "		655.98
Jun. 11/91	" Maysville Corporation for brick pavement on 5th St.		59.18
Jul. 15/91	" Amount paid O. M. Scott & Bro. for piping water to house and barn		57.86
Jul. /91	" " " Youngberg mowing prairie hay on Minn. land		52.73
Jul. 29/91	" " " Robinson, Curry & Co. for lumber and labor on Brewery		19.06
Aug. 1, /91	" " " H. W. Stone & Co. Ins on Minn. farm Bldg.		10,0.00
Aug 17/91	" " " C. Weidman work on Brewery		23.49
Aug 10/91	" " " Taxes Minn Co. June '91		280.57
Feb. 11/92	" " " " " " Dec. '91		35.62
Apr. 7/92	" Costs in case against J. Howard		9.08
Jul. 25/92	" Taxes on Howard land in Comanche Co. Kan.		172.44
Aug 5/92	" " June '92 on 4th Street house & Brewery		35.60
Aug 5/92	" Tornado Ins. for 5 yrs. on 4th St. house		10.00
Jan. 28/93	" Dec. '92 Taxes on 4th St. house and Brewery		36.71
Jul. 8/93	" Taxes on Howard land in Comanche Co. Kan.		201.50

Schedule D.

$ 5200.00
5448.51

Cr.

Aug 14/93	By June '93 Taxes on 4th St. house and Brewery	36.71
Feb. 1/93	" Dec '93 Taxes on 4th St. house and Brewery	35.39
June 15/94	" Taxes for '93 on Howard land in Comanche Co. Kan.	169.89
Aug. 11/94	" June '94 Taxes on 4th St. house and Brewery	35.36
Aug. 31/94	" J.W. Robinson Atty. fee and costs in case Collector vs R.W. Thompson	58.50
Feb. 9/95	" Dec '94 Taxes on 4th St. house and Brewery	34.31
Aug. 12/95	" June 95 " " " " " " "	34.32
Oct. 1/95	" Amt paid Bank of M. less on A. Howard $ 10 M. Mortgage on Kansas land	2700.00
Oct. 20/95	" " " To take up J. Howard note from Bank of M.	5031.00
Feb. 11/96	" Dec. '95 Taxes on 4th St. house and Brewery	34.58
Aug. 11/96	" June '96 " " " " " " "	34.58
Oct. 27/96	" Amt. of O.C. Lincoln note taken up from Bank of M.	15316.00
Feb. 4/97	" Dec. '96 Taxes on 4th St. house and Brewery	34.58
Jan. 9/97	" Gov. Aman Repairing ice house at brewery	9.50
Jan. 1/97	" W.M. Liggett note taken up from Bank of M.	4534.44
Oct. 20/96	" Gov. Schlegel note taken up from Bank of M.	2264.50
Jan. 19/97	" Jack Wright & R. Patterson plastering 4th St. house	5.00
Jan 19/97	" Thos. Painter papering 2 rooms 4th St. house	5.20
Jul. 27/97	" W.M. Liggett note taken up from Bank of M.	7225.00
Aug 4/97	" June Taxes Brewery and lots and Liggett farm	35.58
		$ 40,117.83

Schedule D.

W. P. Tullington in account with Tullington & Phillips (Jamestown account)

			Dr.	Cr.
1890				
Aug 12.	To cash 164 Bu. wheat sold		139.40	
1891				
Apr. 1.	" " 1/2 profit on Cattle & Sheep		300.00	
Dec. 8.	" " 1/2 of profit Cattle fed		183.05	
1892.				
May 12.	" " 1/2 of profit of lambs		170.18	
Aug 15.	" " 1/2 of Wheat		87.40	
Sept. 20.	" " 1/2 of hogs		124.15	
1893				
Feb. 14.	" " 1/2 of Sheep		228.78	
Mch. 14.	" Hogs sold D. J. Perkins		84.00	
Jun. 20.	" Wool sold		28.00	
Dec. 12.	" Hogs sold		41.50	
Dec. 15.	" Wheat sold Dover Warehouse		107.51	
1894.				
Sept. 15.	" 230 bu. wheat sold		107.63	
Dec. 18.	" Hogs sold to J.H. Penny		85.69	
1895.				
May 1.	" 1/2 of profit on cattle & hogs fed		292.00	
Apr. 12.	" Cash from sale of farm		7500.00	
			9479.29	

Contra.

1890.			
Apr.	Robinson-Curry Co. lumber for new barn		330.00
"	O.M. Scott & Bro. Hardware for barn		18.18
"	Mrs. Jamw Boarding Carpenters		11.64

280.60
75.00
62.85
350.00
276.62
655.98
359.18
37.86
52.73
49.06
10,000
23.49
280.57
35.62
9.08
172.44
36.60
10.00
36.71
201.50

Apr.		Orvin Fellner work on barn	67.00
"	26	Henderson & Fullington Horse paid	5.25
Jun.	27	Scott & Bro. fix'ing for hay fork	3.90
Jul.	23	J. Rinehart ½ of threshing	6.45
"	22	Scott & Bro. Nails	3.15
Aug	1.	Tapco June 1890	40.26
"	23	Wm. James Boarding carpenter	3.50
"	"	R. Fogle Repairing old barn	15.75
Sept.	4	N. Shepherd sawing lumber for old barn	14.00
"	5	Scott & Bro. Hardware and paint	15.29
Nov.	22	E.L. Price Insurance policy # 11625	18.25
Dec.	8	O.M. Scott & Bro. for pump	6.60
"	"	C. Hill Driving well at Sheep barn	11.37
1891			
Jan.	13	E.L. Price Insurance	4.55
"	6	Robinson-Cuny Co. Shingles	63.36
Feb.	6	Tapco Dec. 1890	40.54
Aug.	10	Tapco June 1891	40.53
Nov.	19	B.C. Bales Quieting Title to 44 acres	13.64
Dec.	15	Sam Gamble Title	5.00
1892			
Jan.	15	Robinson-Cuny Co. Water Trough	10.50
Feb.	11	Tapco December 1891	33.00
Aug	5	Tapco June 1892	35.39
Oct.	17	A.M. Blush deepening well	37.00
Nov.	14	L. Reigle Wall paper	3.30
1893.			
Jan.	28	Tapco December 1892	38.54
May	4	Dorr Tile Co.	62.88
June.	7	G. Johnson ditching	23.50
Jul	21	" " "	10.00
Sept.	23	Williams & McIntire Flooring Lumber	10.98
1894			
Feb	1	Tapco for June & December 1893	78.10
Mch.	2	O.M. Scott & Bro. wire and staples	15.89
Aug	11	Tapco June 1894	33.82
Oct	22	L. James digging 363 rods of ditch and hauling Tile and ½ of threshing bill	104.65
1895			
Mch	11	Tapco December 1894	38.35
Aug.	22	" June 1895	38.34
			1314.85

Schedule C.

W.C. Fullington in account with Fullington & Phillis (Liggett Farm Acc.)

			Dr.	Cr.
1890				
July	8	To Cash A.S. Turner horse pasture 1 mo.	$2.00	
Nov.	14	" " C. Simpson horse pas	24.00	
Dec.	19	" " Hay and Oats sold	38.00	
"	12	" " To pasturing 50 head of sheep 6 mo. at 10 cents	30.00	
1891				
Jan	1	" " Corn sold	26.00	

67.00	Jan. 17	To Cash	B. Johnson rent	4.00	
5.25	Apr 7	" "	C. Emery rent	3.00	
3.90	May 2	" "	C. Denman rent	5.00	
6.45	Jul 30	" "	" " "	10.00	
3.15	Oct 1	" "	" " "	10.00	
40.26	Nov. 5	" "	" " Cow pasture	5.00	
3.50	Dec 20	" "	J. C. Price pasture	22.00	
15.75	1892				
14.00	Mch. 10	" "	Hay sold	89.64	
15.29	Mch 15	" "	A. Fulton rent	20.00	
18.25	Dec. 14	" "	" " on rent	30.00	
6.60	Jan. 21	" "	Corn sold	46.48	
11.37	Feb. 1	" "	A. Fulton on rent	23.00	
	May 10	" "	" " " "	20.00	
4.55	Aug 15	" "	" " " "	25.00	
63.36	Aug 20	" "	" " " Wheat	82.56	
40.54	Dec 10	" "	" " " rent	10.00	
40.53	1894				
13.64	Mch. 12	" "	Bunnell on rent	5.00	
5.00	Apr. 14	" "	" " "	4.00	
	Jun. 11	" "	" " "	10.00	
10.50	Jul. 15	" "	Wood and posts sold	21.20	
35.00	Sep. 19		Vannatta Sheep pasture	20.00	
35.39	Sep. 30		Newhouse Shed corn	28.50	
37.00	Oct 15		Hay sold C. L. Robinson & others	50.00	
3.30	Aug 1		Wheat and Oats sold	35.60	
	1895				
38.54	Aug. 10		Bell on rent	60.00	
62.88	1896				
23.50	Jan. 23		Timber sold	26.52	
10.00	Jan. 23		G. A. Bell rent	144.25	
10.98	Apr. 10 '97		" " " "	200.00	
				1130.75	Cr.
78.10			Contra.		
13.89	1890.				
33.82	Apr. 24	To	Henderson & Fullington seed		2.70
104.65	" 25	"	Chas. Wilmuth making posts		4.00
	" 28	"	Thos. Brown insurance		5.50
38.35	" 28	"	Henderson & Fullington clover seed		6.13
38.34	May 1	"	C. Wilmuth sowing seed and digging post holes		2.75
1314.85	" 6	"	Hauling water tank for cistern		1.25
	" 6	"	C. L. Wilmuth building fence		1.50
Cr.	" 17	"	Cherry, 2100 feet fencing lumber		26.00
	Jun. 2	"	C. Wilmuth building fence		5.00
	Jul 10	"	C. Wilmuth hauling rails		1.00
	" 30	"	J. P. Conner for hauling manure		3.25
	Aug 1	"	Taxes June 1890		11.31
	Sept 27	"	S. Simpson cutting underbrush		5.00
	Nov. 6	"	" " " posts		3.25

Nov. 15	To	S. Simpson making pails	2.00
" 22	"	" " " "	2.00
1891			
Feb. 6	"	Tapes December 1890	10.89
Apr. 11	"	J. Loukes ditching	10.00
" 17	"	C. Nuihed Tile	7,10
Jun. 27	"	Seth Gibson hauling manure	2,50
Jul 20	"	Putting up hay	35,60
Aug 10	"	Tapes June 1891	10,82
Dec 25	"	J. Draper making pails, posts and putting wire	15,00
1892			
Feb. 2	"	J. Loukes ditching	6.30
" 8	"	J. Draper cutting wood	5,00
" 11	"	Tapes December 1892	8,32
Mch 17	"	J. Draper cutting wood	8.00
" 26	"	" " " "	4,60
Aug. 5	"	Tapes June 1892	8.32
Oct 19	"	Sud wheat and fertilizer	63,61
1893			
Jan 28	"	Tapes December 1892	10,05
Apr 25	"	Hornbeck- labor	1.50
" 21	"	150 lb. clover seed	18.00
" 27	"	W. Hornbeck fitting fences	5,50
May 3	"	Cochran Bro. Wire &c.	3.93
June. 1	"	W. Hornbeck balance on fencing	18,35
Aug 14	"	Tapes June 1893	10,05
1894			
Feb 1	"	Tapes December 1893	9,26
Mch. 15	"	L. Strong ditching	3,00
Apr 12	"	A. R. Shirvallin clover seed	5,50
" 19	"	Sowing seed	1.00
1894.			
Aug 11	"	Tapes June 1894	9,24
Nov. 24	"	T. Brand moving house	62,00
Dec. 15	"	Mader & Trapp brick for foundation	23.00
" 21	"	T. Tobin putting in cistern	22,00
" 22	"	Jack Wright plastering	13,00
" 25	"	" " " "	3,00
1895			
Jan 11	"	O.M. Scott & Bro. Hardware	24,49
" 31	"	R. Auler & Son carpenter work	64,25
Mch 11	"	Tapes December 1894	9,66
" 15	"	Thos. Brown Insurance 1 yr. 3 yr.	10,00
" 30	"	Frank Ford painting	15,76
" 30	"	Alexander Bros. papering and painting	26,00
Apr 15	"	C. Ert foundation	33,25
June 5	"	O.M. Scott & Bro. pumps and hardware	12,74
Aug 1	"	Robinson-Cuny Co. lumber for house and barn	198,39
Aug 22	"	Tapes June 1895	9,67

2,00	Sept 11	To Bostwick Bro. Wall paper	14,73
2,00	Oct. 5	" L. M. Thompson seed wheat	9,60
[illegible]	" 21	" J. C. Rogers fertilizer	22,00
10.89	Dec. 18	" Henderson & Fullington rock plaster	29,40
10.00	" 18	" J. Lawless ditching	7,20
1,10	" 19	" R. Ousler & Son balance on carpenter work	4,80
2,50	1896		
35,60	Jan. 31	" Taxes December 1895	12,19
10.82	Apr. 18	" J. A. Ryder Tile	41,12
15,00	July 8	" O. M. Scott & Bro. glass, nails & bark	6,58
	Sept. 15	" Fullington & Co. seed wheat	13,20
6,30	Oct 13	" Brown & Scott Bros. paint and labor	25,25
5,00	1897		
8,32	Feb. 27	" Taxes December 1896	9,78
8.00	Aug 4	" Taxes of June 1897	2,77
4,60			1083,95
8,32			
63,61			

Schedule F.

Property, real and personal, now held by W. C. Fullington for Fullington & Phillis.

10,05	Farm of 58 acres Polo Township, Ware County,	estimated Value	$3000,00
1.50	House and lots in Maryville	" "	6000.00
18.00	Old Brewery property	" " "	750,00
5,50			9750,00
3.93			
18,35	Notes redeemed from Bank of Maryville.		
10,05	O. E. Lincoln	note and interest	$15216,00
	W. M. Liggett	" " "	4534,44
9,26	George Schlegle	" " "	2264.50
3,00	W. M. Liggett	" " "	7225,00
5,50	Joshua Howard	" " "	$29238,94
1.00			5031.
[illegible]			34269,94
9,24	And the following notes withdrawn from the Bank when it was sold and		
62,00	transferred to the new organization.		
23,00	Luther Liggett	(worthless)	$4000.
22,00	R. T. McAllister	(" ")	7300.59
13,00	R. M. Henderson		661.60
3,00	"		612,60
	"		567.25
24,49	"		525,25
64,25	"		486.30
9,66	3 Beach notes		2786,10
10,00			$16939,69
15.76			
26,00			
33,25			
12,74			
198,39			
9,67			

Schedule G.

Statement of the condition of the Milford Center Bank, April 4th, 1892.

Personal property	$398.50	Undivided profits	$ 182,17
Current expenses paid	69.82	Due depositors	83182,56
Cash on hand	4687,92	Bills payable	34000,00

Carried forward --	$51656.24	$117364.73
Due from other Banks --	11220.79	
All loans and discounts --	100987.70	
	$117364.73	$117364.73

Copy of Agreement
Between
Chas. Phillis and W. C. Fullington.

Know all men by these presents, that, whereas Charles Phillis is partner with Walter C. Fullington in the Bank of Marysville and therefore the said Charles Phillis having a large amount of money deposited in said Bank of his own money, and it would greatly impair the value of said Bank property to suddenly close the same in case of the death of said Phillis, and there being considerable real estate held in the name of Walter C. Fullington for the benefit of said partnership, now, therefore, I, Charles Phillis, do hereby agree with said Walter C. Fullington that all of his money in deposit in said Bank shall remain in the Bank for the use of the business for two years from this date and said banking business continue as at present for two years with the authority and power to said Fullington to continue the same unless the same shall be sooner settled to the satisfaction of said Fullington with the Admr. of the estate of Charles Phillis, in case of death. And said Fullington shall during said two years do whatever he shall deem best to preserve said property and maintain the credit of said Bank, without hinderance or interference from the Admr. of the estate of Chas. Phillis, in case of his death.

In consideration of all the above the said W. C. Fullington agrees with the said Phillis that he will give his personal attention to said business and do the best he can to maintain the credit of said Bank and make the most that can be made out of said Bank property and real estate.

In witness whereof the said Chas. Phillis and Walter C. Fullington have hereunto set their hands and seal this 3rd of April, 1890.

Attest
J. M. Robinson
W. A. Applegate.

Charles Phillis
Walter C. Fullington

The State of Ohio, Madison Co.-

Before me, a Justice of the Peace of said County, came the above Chas. Phillis and Walter C. Fullington and acknowledged the above as their voluntary act and deed, this 3rd day of April, 1890.

Walter D. Bronham
J. P.

Filed for record April 4, 1890, at 2:15 o'clock P. M. Recorded April 5, 1890.

J. G. Turner, Recorder.

Know all men by these presents, that, whereas on the 3rd day of April, 1890, Chas. Phillis, Sr. and W. C. Fullington were partners doing business as bankers at Marysville, in the name and style of "The Bank of Marysville," and having a branch of its business at Milford Center; and the said Phillis & Fullington on said date desiring to preserve the credit of said Bank so that no inconvenience or loss might accrue to its depositors and customers and no loss be sustained by said Phillis and Fullington in case of the death of said Phillis, did execute their written agreement whereby said Bank and its property and business were transferred to said Fullington for two years to enable him to secure said objects, and whereas said Phillis soon after died and said Fullington having continued said business to this date, now for the purpose of accomplishing the design of said written agreement doth enter into an agreement with "The Bank of Marysville," an incorporated Company under the laws of Ohio, as follows, to-wit:

The said "Bank of Marysville" incorporated as aforesaid of the first part, doth agree with said W. C. Fullington of the second part, acting for himself and for said firm as heretofore existing, and by virtue of his rights under said written agreement, and of the laws of Ohio, that the party of the first part will assume and pay on demand as the same become due at its Banking house at Marysville to the several parties to whome the same may be owing, all deposits, accounts, and claims, owing by said Phillis and Fullington as said Bank, as shown on their Bank books, and which by the statement used when the said written agreement was made, April 9th, 1890. amounted to $271.315 17/100, and which, at this date, it is estimated amount to 266.220.42.

And in consideration of said obligation by said parties of the first part, the said party of the second part doth agree to assign and convey to said party of first part the Banking house and all of its fixtures, vaults, safes, furniture, together with the real estate connected therewith at a consideration of $10,000.

And further doth agree to assign and deliver over all cash on hand and a sufficient amount of notes discounted by said parties of the second part and which said party of the first part may select to make up with said cash and said real estate an amount equal to the deposits and claims assumed by the party of the first part.

On the transfer being made of said Bank, a schedule of the deposit account and interest shall be made out as soon as possible and a schedule of the notes selected by the party of the first part shall with the interest thereon be also made out and the cash counted and the transfer completed, except that said W. C. Fullington is to have a right to have a desk in said Bank to close up the balance of said old business and make the proper disposition of the part of said business which is carried on at Milford Center.

And the party of the second part doth agree to guarantee the collection of said notes taken and doth agree to convey said real estate by good Warranty Deed and will pay all expenses that may be incurred in case any proceedings in Court may prove necessary to settle the title to any part of said property.

Further the party of the second part agrees that the said Charles Phillis deposit or account in said Bank which was left in said business until April 3rd, 1892, is by agreement of the said parties to be left with the party of the first part until April 3rd 1892, on four per cent interest and when due is to be paid with the interest at four per cent to the party or parties who may be entitled thereto.

Witness the hands and seals of said parties this 23rd day of Sept. 1890.

President Bank of Marysville.

Statement taken of condition of Bank of Marysville at close of business, September 30, 1890.

	Resources	
Bills Discounted	242,143.44	
Expenses Paid	17.44	
Bank Building (Overdraft)	10,000.00	
Due from Banks	15,341.90	
Cash on Hand	8729.95	
	276,232.73	
		Liabilities
Capital Stock		6000.00
Undivided Profits		13935.29
Due Banks and Bankers		5541.98
Due Depositors		155755.46
Bills Rediscounted		95000.00
		276232.73

In addition to the above assets of $27623273, there is due the Bank of Marysville, or Fullington and Phillis, for interest earned on notes, $1060.20, also for discount paid in advance on unexpired time of Bills rediscounted $500.00, making assets $27778273.

Fullington and Phillis withdraw from these assets notes of doubtful value to the amount of $1777805, leaving $26000468 for the new Bank of Marysville, and the said new Bank of Marysville assumes the liabilities to Banks, depositors and for Bills re-discounted as shown by above statement, amounting to $25629744, and $2010,00 discount on notes not yet earned and $3200 interest due on C. Phillis deposit, and $900,00 due on time certificates, making total liabilities assumed $26240744, and $240276 more than the assets acquired.

This statement to be attached to contract between Fullington and Phillis and the Bank of Marysville.

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

Entry 6339

W. E. Fullington &c. to Thomas Phillis et alo

Court of Common Pleas
Union County, Ohio.

On the application of the defendants leave is granted them to file exceptions to the Report within thirty days and cause continued.

On the 13th day of January A.D. 1898, the following Exceptions to Report of W. E. Fullington was filed with the Clerk of this Court, to-wit:

Exceptions to Report of W. E. Fullington 6339

Walter E. Fullington surviving partner of Phillis & Fullington to Thomas Phillis et alo.

Court of Common Pleas
Union County, Ohio.

And now come Alice R. Guy, Charles P. Guy, Eva M. Guy, Nellie A. Phillis, Charles W. Phillis and Verne H. Phillis Fullington Guy Phillis and Ethel L. Phillis, the last three named being minors who appear herein by Charles Phillis, the Guardian of their estates respectively, duly appointed by the Probate Court of Madison County, Ohio, all of whome are defendants in the above entitled action, and except to the Report of W. E. Fullington, surviving partner, &c. herein filed, and the Schedules therein referred to, and for cause and grounds of exceptions assign the following:-

1. That said Fullington does not charge himself with interest at 6 per cent from April 4, 1890, to October 1, 1890, on money on deposit in Bank of Marysville April 4, 1890, to the credit of Charles Phillis, deceased, and his estate, of $54,312.08, and on $3,200. accrued interest on said sum to April 4, 1890, the day after decedents death.

2. That said Fullington does not charge himself with interest on said two sums at the rate of 4 per cent from October 1, 1890, to April 4, 1892.

3. That said Fullington does not charge himself with interest at 6 per cent or any other per cent from and after April 4th, 1892.

4. That said Fullington does not charge himself with interest on the amounts received by him set forth in Schedule "C", "D", and "E", whereas he is chargeable with interest on said several amounts from and after the time of their receipt.

5. That said Fullington does not charge himself or account for $10,000. received by him as surviving partner on a sale by him for that sum of the property known as the Marysville Bank Building, and interest at 6 per cent on said sum of $10,000.

6. That said Fullington does not charge himself with the amount of the promissory note given by C. E. Lincoln to the Bank of Marysville and with the interest

Motion 6339

Walter E. Fullington surviving partner of Phillis & Fullington

thereon, the principal of said note amounting to $15,215.

7. That said Fullington does not charge himself with the promissory note given by W. M. Liggett for $4,534.44, and the interest thereon.

8. That said Fullington does not charge himself with the note given by George Schlegel to the Bank of Marysville of $2,264,50, and interest thereon.

9. That said Fullington does not charge himself with other note given by W. M. Liggett to the Bank of Marysville $87.225. and interest thereon.

10. That said Fullington does not charge himself with $5.031. and interest thereon.

11. That said Fullington does not charge himself with the five notes of R. M. Henderson mentioned in Schedule "F".

12. That said Fullington does not charge himself with the Beech note mentioned in said Schedule "F."

13. That said Fullington does not charge himself with the property and assets of the Bank of Marysville, known as the Milford Center Bank.

14. That said Fullington does not set forth in his said Report or Schedule an itemized statement of expenses incurred by him of which he asks an allowance.

15. That said Fullington does not state the nature and extent of the services by him rendered for which he asks an allowance.

R. A. Harrison
Atty for said Executors.

16. These Exceptions except and object to the credit claimed in Schedule "C" of the following item; Debtor 1, 95; By amount paid Bank of M. loss on A. Howard $10M mortgage on Kansas land $2706.

17. These Exceptions except and object to the allowance of either of the several sums which in the aggregate amount to $9,726; for which said Fullington asks an allowance for his alleged services and expenses, on the ground that the same are unauthorized, and if any part thereof are found by the Court to have been authorized, the amount of each of said sums is in excess of the expenses incurred and the value of the services rendered.

18. These Exceptions except and object to each of the items for alleged "fees and counsel and assistance by Robinson & Wordburn, Attorneys," which the said Fullington in his said Report asks the Court to allow, upon the ground that the said charges are unauthorized, and if any part thereof are authorized, the same are unreasonable and excessive in amount.

19. These Exceptions except to the statement of the accounts contained in said Report and Schedules therein upon the ground that the same is not a full and accurate statement of the account of said Fullington as surviving partner as aforesaid.

R. A. Harrison and
D. W. Ayers
Attorneys for Exceptions.

On the 24th day of January A.D. 1895, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 6339

Waller C. Fullington, surviving partner of Phillis & Fullington
vs
Charles Phillis et al

Court of Common Pleas
Union County, Ohio.

And now comes Alice R. Guy, Charles R. Guy, Eva M. Guy, Nellie A. Phillis, Charles W. Phillis & Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, the last three named being minors who appear herein by Charles Phillis, the Guardian of their

estate respectively, duly appointed by the Probate Court of Madison County, Ohio, all of whome are defendants in the above entitled action, and for motion herein ask the Court to require and compell the plaintiff, W. G. Fullington to file an Amendment of his Report herein filed September 6th, 1897, which shall contain a bill of particulars or detailed and itemized statement of the exact nature and extent of the personal services he claims to have rendered and for which he asks an allowance in his said Report. And also containing a bill of particulars or detailed and itemized statement of the exact nature and extent of the personal professional services he claims Robinson & Wordburn rendered for him and which he asks in his said report said Robinson & Wordburn may be allowed compensation for.

R. A. Harrison Esq
D. W. Ayers
Attorneys for Defendants.

On the 5th day of April A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Supplemental Report. 6339

Entry 6339

Walter C. Fullington, Survivor &c.
vs
Charles Phillis et alo

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard by the Court on the Motion of defendants to require plaintiff to file a more specific account stating the items of services &c. of expenses by plaintiff, referred to in his report separately.

Thereupon the Court being fully advised in the premises does sustain said motion so far as to state by supplemental Report his expenses referred to in his original Report in connection with his charges for his services, but as to all other parts of said Motion the same is overruled. Said report to be filed in fifteen days, to all of which defendants then excepted.

R. A. Harrison Esq
D. W. Ayers,
Attys for Defts.

On the 5th day of April A.D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Entry 6339

W. G. Fullington, surviving partner of Phillis & Fullington
vs
Thomas Phillis et alo.

Court of Common Pleas
Union County, Ohio.

Motion 6339

And now comes Alice R. Guy, Charles R. Guy, Eva M. Guy, Nellie A. Phillis, Charles W. Phillis and Verne H. Phillis, Fullington Guy Phillis and Ethel M. Phillis, the last three named being minors who appear herein by Charles Phillis the Guardian of their estates respectively, and for motion herein ask the said Court for an order requiring the said W. G. Fullington to make his report herein more definite and certain herein, to-wit:

1st That the said Fullington be required to set forth in his said Report & Schedules an itemized statement of expenses incurred by him of which he asks an allowance.

2nd That said Fullington be required to set out in said Report an itemized statement of the nature and extent of the services by him rendered for which he also asks an allowance in said Report.

3rd That he state fully the services rendered herein by Robinson Ed Wordburn as his Attorneys for which he asks an allowance in his said Report. R. A. Harrison & D. W. Ayers
Attys. for Defts.

Supplemental Report. 6339

On the 19th day of April A. D. 1898. the following Supplemental Report was filed with the Clerk of this Court, to-wit:

W. C. Fullington, Surviving &c. to Thomas Phillis et alo — Court of Common Pleas, Union County, Ohio.

The said plaintiff in obedience to the order of this Court directing him to file his supplemental report stating his expenses separate from his services respectfully statio that he did not keep any itemized account of his expenses and is wholly unable now to make such a statement.

He made one trip to the State of Minnesota in reference to the land sold in that state and two trips to the State of Kansas in connection with Howard's claim referred to in his original Report and would state approximately that the expense of each trip was about Sixty Dollars. There are many items connected with said business when called away from home but the whole amount would probably reach the sum of one hundred & fifty dollars.

Robinson & Woodburn
Attorneys for Pltff.

The State of Ohio, Union County, ss.

W. C. Fullington being duly sworn deposes and says the foregoing statement is true.

W. C. Fullington.

Sworn to before me and signed in my presence this 19th day of April, 1898.

(seal)

Jno A. Gosnell
Deputy Clerk

On the 6th day of January A. D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 6339

Waller C. Fullington, Surviving partner of Phillis and Fullington, Plaintiff — Court of Common Pleas, Union County, Ohio.

vs

Thomas Phillis and others, Defendants.

This day came the plaintiff Waller C. Fullington, by his attorneys, and the defendants, Charles Phillis Guy, Cora M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verna H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, by their attorneys, the three last named defendants being minors and they being represented by their father, Charles Phillis Jr. he being also the statutory guardian of the estate and persons of said minors respectively, and he being also guardian ad litem for them in this action, and also came the defendant The Bank of Marysville by its attorney;

Whereupon the Court is now advised by the legal counsel of all said parties respectively, and also by the legal counsel of said guardian, that the said parties under the advice of their legal counsel respectively, and said minors also under the advice of their said guardian, have come to an agreement respecting the matters embraced in this suit and litigation and all matters and things involved in the controversy as to entire subject matter and in the final settlement of the accounts and transactions of the said plaintiff as surviving partner as aforesaid, and the disposition by him of the property, assets and effects of the said late firm, as well such thereof as have been heretofore disposed of by him as such thereof as have not been heretofore disposed of by him; the terms and conditions of

which agreement of adjustment and settlement are embodied in the subsequent provisions of this final order and judgment; the object of which adjustment and settlement is to amicably and finally adjust and settle all differences and controversies which have arisen between the said parties and to make a final and complete settlement and determination of all said matters; and the Court, after hearing evidence and the statements of the legal counsel of the respective parties, being fully advised as to the terms, conditions and effect of said adjustment and settlement between the plaintiff and the above named defendants, and the matters connected therewith, and as to whether or not the same is for the interest of the minor defendants, doth find and adjudge that it is for the mutual interest of all said parties that the said adjustment and settlement should be executed and carried into effect; and accordingly the Court hereby orders, directs and adjudges that the same be and is hereby approved and confirmed and that it be executed and carried into effect in manner and form following, to-wit:

First: That the said Charles Phillis Guy, Alice B. Guy, his wife, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verna H. Phillis, Fullington Guy Phillis and Ethel G. Phillis within three days from this date, remise, release and forever quit-claim unto the said Walter C. Fullington, his heirs and assigns, all their title, interest and estate, legal and equitable, in and to all that part of the real estate which belonged, on the 3d day of April, 1890, to the said late firm which was composed of Charles Phillis and said Walter C. Fullington, and which did business under the name of The Marysville Bank, that has not been, since the decease of Charles Phillis, sold and conveyed by said Fullington, the undivided interest in the said Charles Phillis in all of said real estate having been conveyed by him, on said 3d day of April, 1890, to said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verna H. Phillis, Fullington Guy Phillis and Ethel G. Phillis by deed recorded April 5th, 1890, in the Recorder's office of Union County, in Vol. 64, page 422; and which said portion of said real estate that has not been sold and conveyed by said Fullington since the decease of said Charles Phillis, is situate in the Village of Marysville, Union County, State of Ohio, and bounded and described as follows, to-wit:

Part of Out-lot No. 2, in said Village, and beginning at the point where Center (now 5th) Street, and the alley which runs the whole length of said lot in the East side thereof, cross; thence with said alley to North (now 4th) Street; thence with said street to the North-east corner of lot owned by R. L. Wordburn, conveyed to him by Martha Jane and W. W. Woods; thence south with East line of said Wordburn lot to [illegible] Center (now 5th) Street; thence East with said Street to place of beginning.

Also parts of out-lots 34 and 35 on East 4th Street, and known as "the Brewery lot," situate in the Village of Marysville.

In default of the execution of said deed of conveyance and its delivery, it is ordered and adjudged that this order and judgment shall operate as a conveyance of said real estate to said Fullington, his heirs and assigns.

Second: That the said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verna H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, within three days from this date, execute to said Walter C. Fullington and the defendant The Bank of Marysville a release discharging them and each of them from any and all liability to them the said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verna H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, or either of them, on account of any of the transactions mentioned in the pleadings in this case, or growing out of any matter or thing relating to or connected with the administration or disposition of any of the property or assets of said late firm of Charles Phillis and Walter C. Fullington, the individual interest of said Charles Phillis in which property and assets was conveyed by him as before stated, on said 3rd day of April, 1890, to said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verna H. Phillis, Full-

pington Guy Phellis and Ethel B. Phellis: and from any further liability to account to them, or either of them, for any of said property or assets, or any interest of theirs therein, or in the proceeds thereof; this order and judgment being partly founded upon an accounting by said Fullington for their respective interests in said property and assets, and the proceeds thereof. On default of the execution and delivery of said release it is ordered that this order and judgment shall operate as such release.

Third: That the said Walter C. Fullington transfer, assign and deliver, with recourse, to the said Charles Phellis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phellis, Charles W. Phellis, Verne H. Phellis, Fullington Guy Phellis and Ethel B. Phellis, eight promissory notes described as follows, to-wit:

1. A note dated Marysville, Ohio, Oct. 20, 1890, payable to the order of Fullington & Phellis, 90 days after date, for $3680.00, and signed by Julian Howard and A. P. Howard as makers.

2. A note dated Marysville, Ohio, Oct. 16, 1888, payable one day after date, to the order of Fullington & Phellis, for $700.00, signed by George Schlegle as maker.

3. A note dated Marysville, Ohio, Jany. 30, 1888, payable to the order of Fullington & Phellis, one day after date, for $1750.00 signed by George Schlegle as maker; on which are the following credits endorsed; $700. Oct. 16, 1888; $378.41 Dec. 17, 1888.

4. A note dated Marysville, Ohio, April 1, 1887, payable eight years after date, to the order of Fullington & Phellis, for $486.30, with eight per cent interest from date, signed by R. M. Henderson as maker;

5. A note dated Marysville, Ohio, April 1, 1887, payable seven years after date, to the order of Fullington & Phellis, for $525.25, with eight per cent interest from date, signed by R. M. Henderson as maker;

6. A note dated Marysville, Ohio, April 1, 1887, payable six years after date, to the order of Fullington & Phellis, for $567.25, with 8 per cent interest from date, signed by R. M. Henderson as maker;

7. A note dated Marysville, Ohio, April 1, 1887, payable four years after date to the order of Fullington & Phellis, for $661.60 with 8 per cent interest, signed by R. M. Henderson as maker.

8. A note dated Marysville, O., April 1, 1887, payable four years after date to the order of Fullington & Phellis, for $612.60, with 8 per cent interest from date, signed by R. M. Henderson as maker.

Fourth: That the said Walter C. Fullington in his personal character and not as surviving partner of said late firm or in any representative capacity whatever, fully perform to the satisfaction of the defendant The Bank of Marysville all the stipulations and the guaranty or guarantees of said Fullington to said Bank, contained in an agreement in writing made and entered into by and between the said defendant The Bank of Marysville on the 23rd day of September, 1890; which written agreement is alleged in the plaintiffs petition and the cross-petition of the defendant The Bank of Marysville in this case, to have been entered into by them, and some of the provisions, stipulations and a certain guaranty or guarantees contained in which agreement are stated in said pleadings, and to which agreement reference is hereby made for greater certainty; and that the said Walter C. Fullington and the defendant The Bank of Marysville, within three days from this date jointly and severally execute and deliver to the said Charles Phellis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phellis, Charles W. Phellis, Verne H. Phellis, Fullington Guy Phellis, and Ethel B. Phellis, a release in writing forever discharging them and each of them from any and all liability to said Walter C. Fullington and the defendant The Bank of Marysville, or to either of them, on account of or by reason of said provisions, stipulations and guaranty or guarantees and of each of them contained in said written agreement, and from any liability on any of the provisions, stipulations and guaranty or guarantees contained in said agreement, and also from any liabilities whatever upon or by reason of any agreement or agreements or transaction or transactions mentioned in the pleadings in this case, or upon or by reason of any agreement or agreements or transaction or transactions whatever between said Fullington and said Bank.

On default of the execution and delivery of said release it is ordered that this order and judgment shall operate as such release.

Fifth: That the said Walter C. Fullington forthwith pay to the said Charles Phellis Guy, Eva M. Guy and Alice B. Guy, each respectively, the sum of One thousand and Eighty four dollars

and sixty-three cents ($1,084.63) amounting in the aggregate to $3253.90).

Sixth: That the said Walter C. Fullington for third pay to the said Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, each respectively, the sum of one thousand and eighty-four dollars fifty-eight cents ($1,084.58) amounting in the aggregate to $5,422.90; and inasmuch as said Verne A. Phillis, Fullington Guy Phillis and Ethel G. Phillis are each minors, and said Charles Phillis, Jr. is the guardian of their estate as well as their persons, it is ordered that the above amount of $1,084.58, directed to be paid to each of them, be actually paid by said Fullington to their said guardian of their persons and estates.

Seventh: That said Walter C. Fullington assume and fully discharge as his personal obligation the amount due to the late firm of Robinson & Woodburn, which is stated in the said Report of said Fullington made and filed in this case to be $2,900.00 for fee and counsel and assistance by them to him as set forth in his said Report, and that said indebtedness be discharged by said Fullington, as his own personal, individual indebtedness; and said Robinson having departed this life, said indebtedness is ordered to be paid by said Fullington to said Woodburn, as surviving partner of said late firm of Robinson and Woodburn, or to the executor of the last will of said Robinson, as said Woodburn and said executor may agree upon.

Eighth: That all the sales and conveyances heretofore made by said Walter C. Fullington of property, both real and personal, belonging to said late firm of said Charles Phillis and said Walter C. Fullington on the 3rd day of April, 1890, and the interest of said Charles Phillis in which property was conveyed by him on that day to said Charles Phillis Guy, Cora M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, be and are hereby approved and confirmed by the Court.

Ninth: That said Walter C. Fullington pay all the costs of this action taxed at $7.70, within thirty days from this date, and in default thereof that execution issue therefor.

Tenth: It is further ordered by the Court that this entry shall constitute the final order and judgment in this case, and shall operate as such, and that a complete record of this case be made and be taxed in the bill of costs.

Jan. 6, 1899.

Approved.

D. Drew, Judge.

Attest

J. N. Bosnell Clerk

By Jno. A. Bosnell Deputy

Petition
7634

Precipe

Summons

...hillis, Charles W. ... of one thousand ... 90; and mas- ... and said Charles ... amount of ... his said guardian

...al obligation the ...Fullington made ...et forth in his ... personal, indi- ...ordered is to be paid ...one and Woodburn, ...may agree upon. ...r C. Fullington ... and said ...on which property ..., Nellie B. Phillis, ...e hereby approved

...ased at $77.65

...e the final order ... this case be

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 Hon Duncan Dow, Judge of said Court, of the Terms of January A-viz: on the 2nd day of Jan. in the year of our Lord One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore A-viz, on the 31st day of December A.D. 1898, Aaron B. Robinson filed in the Clerks office of the said Court of Common Pleas, the following Petition against Mary Jolliff et al. A-viz:

Petition 7634

Aaron B. Robinson
vs
Mary Jolliff and Isaac Jolliff

Court of Common Pleas
Union County, Ohio.

The said plaintiff Aaron B. Robinson says that there is due him from the defendants Mary Jolliff and Isaac Jolliff on their promissory note (a copy of which is hereto attached) the sum of One Hundred and Forty one & 28/100 Dollars with interest thereon at 8 per cent from February 20th, 1892.

Therefore plaintiff asks judgment against defendants for the sum of One Hundred and Forty One & 28/100 Dollars ($142.28) with interest at Eight per cent per annum from February 20, 1892.

Robinson & Woodburn
Attys for Plff.

The State of Ohio, Union County, ss.

Aaron B. Robinson being first duly sworn says the statements of the foregoing petition are true as he believes

Aaron B. Robinson

Sworn to before me and subscribed in my presence this 31st day of December, 1898.

J. N. Connell Clerk.

(seal)

Copy of note

Feb. 20, 1892.

One year after date we promise to pay to the order of Robinson & Robinson One Hundred and Forty one & 28/100 Dollars, at 8 per cent interest,- Value Received

Clerk-

Precipe

Issue summons and endorse "For money only Amt. claimed $142.28 with interest at- Eight per cent from Feby. 20, 1892."

Robinson & Woodburn
Attys for Plff.

On the 31st day of December A. D. 1898, the following Summons was issued by the Clerk of this Court, A-viz:

Summons

The State of Ohio, Union County:

To the Sheriff of Union County-

You are hereby commanded to notify Mary Jolliff and Isaac Jolliff that they have been sued by Aaron B. Robinson in the Court of Common Pleas of Union County, and must answer by the 28th day of January A.D. 1899, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 9th day of January A.D. 1899.

Witness my hand and the seal of said Court, this 31st day of December A.D. 1898.

(seal)

J. N. Connell Clerk

On the 5th, day of January A. D. 1899. the Sheriff of said County returnes said writ to the Clerk's office in said County which return is as follows.

Sheriff's Return.

Sheriffs Fees	$	cts.
Service & Return		65
Mileage	1	76
Copies		30
Total	2	71

The State of Ohio, Union County ss.

Received this writ January 2nd, A. D. 1899, 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 Mary Jolliff and Isaac Jolliff personally on January 4th, 1899.

Allen Haines, Sheriff.

Afterward on the 30th day of January A. D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7634

Aaron B. Robinson
vs
Mary Jolliff and
Isaac Jolliff

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard, and the defendants came not but made default herein, and thereupon this cause was submitted to the Court and the Court being fully advised in the premises find the allegations of plaintiff's petition are true and that there is due plaintiff by reason of the premises One Hundred and Forty One & 29/100 Dollars & interest at Eight per cent from February 2d, 1892.

It is therefore considered, ordered and adjudged that the said plaintiff recover of the defendants Mary Jolliff and Isaac Jolliff the sum of Two Hundred and Nineteen & 42/100 Dollars and interest thereon at (8) Eight per cent per annum and his costs herein taxed at $7.25.

Attest
J. N. Tosnell Clerk
By Jno A. Tosnell Deputy.

Precipe

Summons

Sheriff's Return

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 2nd, day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore to-wit, on the 30th, day of August A. D. 1898. Mollie A. B. Cozna filed in the Clerk's office of the said Court of Common Pleas, the following Petition against John Black et al, to-wit:

Petition 7588

Mollie A. B. Cozna
vs
John Black and
Marinda Black

Court of Common Pleas
Union County, Ohio.

First Cause of Action:

Comes now the plaintiff and for her first cause of action against the said defendants, says: that on or about March first, 1889, she entered into a verbal contract with the said defendants, by the terms of which she loaned to the said defendants the sum of $100. dollars, and the said defendants agreed to pay back to the plaintiff the said sum with interest when the said plaintiff got married.

2. Second Cause of action.

Plaintiff says that on or about June first, 1890, she entered into a verbal contract with the said defendants, by the terms of which she loaned to the defendants

the sum of $20. dollars and the said defendants agreed to pay back to the said plaintiff the said sum with interest when the said plaintiff got married.

Plaintiff acknowledges a credit on the above account by defendants of the agreed value of $10. dollars, made in October, 1894.

Plaintiff says that she is a daughter of defendants and was married on June 27, 1893.

Defendants have refused and still refuse to fulfill and carry out their above contracts.

Wherefore, plaintiff prays that she may recover a judgment against said defendants, for the said sum of $100. dollars with interest from Nov. 1, 1889, and the said $20. dollars with interest from Jan. 1, 1890, amounting in all to $185.95 with costs of this action.

Conroy Bro.
Attorneys for Plaintiff (Kenton, Ohio)

State of Ohio. Hardin County, ss.

Mollie A. B. Essma being first duly sworn deposes and says that she is the plaintiff in the foregoing action, and that the statements and allegations contained in the foregoing petition are true as she verily believes.

Mollie A. B. Essma.

Sworn to before me and subscribed in my presence this the 28th day of August, 1898.

(Seal)

J. A. Wilkins
Notary Public, Hardin Co. O.

To the Clerk.

Issue summons for within named defendants, direct same to Sheriff of Union County, Ohio, and endorse thereon for money judgment, amount claimed $185.95.

Precipe

On the 30th 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.

To the Sheriff of Union County=

You are hereby commanded to notify John Black and Marinda Black, that they have been sued by Mollie A. B. Essma in the Court of Common Pleas of Union County, and must answer by the 12th day of October 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 12th day of September A.D. 1898.

Witness my hand and the seal of said Court, this 30th day of August A.D. 1898.

(Seal)

J. N. Connell Clerk.

On the 3rd day of September 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:

The State of Ohio, Union County.

Sheriffs Fees	$	cts
Service and Return		65
Mileage	1	60
Copies		30
Total	2	55

Sheriffs Return

The State of Ohio, Union County.

Received this writ August 30th A.D. 1898 at 8 O'clock A.M. and served same by delivering a true copy of this writ with all of the endorsements thereon to John Black and Marinda Black personally on September 2nd, 1898.

J. Ed Robinson, Sheriff
By Allen Harino Deputy.

On the 6th day of September A.D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7588

Mollie A. B. Cessna
vs
John Black and
Marinda Black

Court of Common Pleas
Union County, Ohio.

The defendants come and move the Court to cause the plaintiff herein to secure the costs in the above cause for the following reasons, to-wit;

That the plaintiff is a non resident of the County where the action is brought.

T. A. Thompson
Attorney for Defendants.

Afterwards on the 19th day of September A. D. 1898. the following Entry was filed with the Clerk of this Court, to-wit;

Entry 76-88

Mollie A. B. Cessna
vs
John Black and
Miranda Black

Court of Common Pleas
Union County, Ohio.

On motion of defendant, it have plaintiff secure costs in above case for the reason that plaintiff is a non-resident of the County; Motion sustained and plaintiff required to give security for costs within Thirty days, September 19th, 1898.

T. A. Thompson
Atty. for Defendant
John M. Broderick for Plff.

Afterward on the 19th day of September A. D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:

Answer 7588

Mollie A. B. Cessna
vs
John Black and
Miranda Black

Court of Common Pleas
Union County Ohio.

Defendant, John Black, comes and for Answer to plaintiff's petition says: That he admits receiving One Hundred Dollars from plaintiff on about March First, 1887, and that Marinda Black his wife, and mother of plaintiff, received the Twenty Dollars mentioned in plaintiffs petition, on about June First, 1890. but denies that there was ever any contract, verbal or otherwise, between the plaintiff and defendants about said hundred dollars, or said Twenty Dollars.

That the said plaintiff was a minor under the age of Eighteen years and being supported wholly by the defendants, the defendants furnished plaintiff board during the whole time plaintiff was teaching school, done all her washing and the said defendants received all the money plaintiff earned in teaching school before she was Eighteen years of age, as his own, which plaintiff well knew and agreed and consented to at the time.

2nd Defense: The defendants herein claims the following sum due them from said plaintiff for support, and labor done for plaintiff during sickness for Eight weeks after the plaintiff was married at the rate of four dollars per week ($4.00) or making in all Thirty Two Dollars ($32.00)

The defendant Marinda Black was compelled, and by request of said plaintiff, to go to plaintiffs home for two weeks while plaintiff lived at Broadway, Ohio, and nurse and take care of and furnish food for plaintiff during which time plaintiff was sick with typhoid fever which defendant was entitled to and charged One Dollar per day for fourteen days, Fourteen Dollars ($14.00) which no part of said claim has been paid.

That the plaintiff was at home with her father, the defendant for four years and six months after she became Eighteen years of age, and during that time the defendant

Amended Answer 7588

Marinda Black washed for plaintiff each week and received nothing for it, and the defendant is entitled to, and charged Twenty five cents per week or Fifty Eight Dollars and Fifty cents ($58.50), and during the entire time of Four years and Six months the said plaintiff boarded with defendant, and did no work whatever for defendant during that time, and defendant was entitled to, and charged plaintiff for said board and for furnishing a horse and buggy for her to drive, Two hundred and Sixty dollars, which is only a charge for one-half of the four years and six months at Two dollars per week or ($260).

The defendant herein has only received five dollars at any time and that was a credit on the claim of Thirty two dollars hereinfore mentioned.

That in the year 1895, this defendant paid to plaintiff Eleven Dollars, which he asks credit for and which he has charged against plaintiff, the full amount herein claimed by defendant against plaintiff is Three Hundred and Seventy five dollars and fifty cents ($375.50).

The defendant therefore prays that she may have an accounting in said cause and that they may receive judgment for the amount of $375, and interest from date of filing of this Answer and for such other relief as just and that he is entitled to.

T.A. Thompson
Attorney for Defendants.

State of Ohio, Union County, ss.

The defendant John Black, sworn and makes oath and says that the allegations in the foregoing Answer is true as she verily believes

Attest. T.A. Thompson

John his X Black mark

Marinda Black.

Sworn to before me and subscribed in my presence this 17th day of Sept, 1898.

W.M. Wright
Notary Public Union Co. O.

(Seal)

Afterward on the 24th day of December A.D. 1898, the following Amended Answer was filed with the Clerk of this Court, to-wit:

Amended Answer
7588

Mollie A.B. Cozzens
vs
John Black and
Marinda Black

Court of Common Pleas
Union County, Ohio.

Now comes the defendants and for their Amended Answer herein say: That the plaintiff in this cause is the daughter of the defendants who for many years have been residents of said County and that she was raised and educated by them and remained a member of their family until the time of her marriage.

Plaintiff was born on the 13th day of June, 1871, and was one of a large family of children raised by these defendants.

Before the plaintiff became of age, the defendants were at large expense in sending her to school at a distance from her home and in paying her tuition, board and other bills for her in order that she might be fitted for the position of a teacher in the public schools.

Before arriving at the age of majority the plaintiff was by the consent of the defendants employed as a teacher in the public schools, teaching in her home district and other districts in said Union County and while so employed lived with the defendants and received the same care as in her infancy. The defendant John Black furnished plaintiff with conveyance to and from her school while teaching at a distance and while employed in her home district built the fire and cared for the School House for her and the defendant Marinda Black did the washing for the plaintiff and gave her the same care that she did her other children.

While so teaching in the schools and living with the defendants and before

arriving at the age of majority the plaintiff, with the consent of defendants drew her wages as teacher and gave $100 of the same to the defendant John Black and $20 of the same to the defendant Marinda Black and retaining the balance of her wages for herself with the consent of the defendants and plaintiff continued to be a member of the family of the defendants.

There was no verbal or otherwise for the repayment of said sums to the plaintiff by the defendants but they received said money in their right as parents and as a partial repayment for the sums expended in educating the plaintiff for teaching, as the plaintiff well knew and with her full agreement and consent.

The defendants deny each and every other allegation in said petition contained not herein specifically admitted.

Second Defense:

The defendants further answering say, that they deny that the said money was received at the date named in the petition, but say it was at an earlier date and they deny that any payments have been made to apply thereon or that there was any agreement for repayment and say that more that six years have intervened between the receipt of the said money and the bringing of this action and the plaintiff's pretended claim is barred by the Statute of Limitation.

Third defense and Cross-Petition.

Entry 7-5-88

For a third defense and by way of cross-petition the defendants say; that the plaintiff is indebted to them as follows.

For support and labor done for the plaintiff and at her request, since her marriage, during sickness for eight weeks at $4 per week, $32.00

For services of the defendant Marinda Black, rendered at the request of the plaintiff while she resided at Broadway, Ohio, as nurse while the plaintiff was sick with the Typhoid Fever for two weeks at $1 per day $14.

For washing done for the plaintiff by the defendant Marinda Black for Four years and Six months after plaintiff became of age and during which time she resided with her said parents at 25 cents per week $68.50.

For board of plaintiff during said Years and six months and the use of Horse and buggy, the sum of $260 being for one half of said time at $2 per week.

Wherefore the defendants ask that they may have judgment against the plaintiff for the sum of $364 with interest being the total of the foregoing items and for their costs herein and all proper relief.

Entry 7-5-88

F. A. Thompson Atl
Cameron & Cameron
Attorneys for Defendants.

State of Ohio, Union County, ss.

John Black, one of the defendants herein, being by me first duly sworn deposes and says that the facts stated and allegations made in this his foregoing answer are true as he verily believes.

Verdict

John his x Black mark

Sworn to before me and signed in my presence this 24th day of December, 1898.

(seal)

J. N. Gosnell Clerk

On the 10th day of January A. D. 1899, the following Reply was filed with the Clerk of this Court, to-wit:

Reply 7588

Mollie A. B. Cessna
vs
John Black & Marinda Black

Court of Common Pleas
Union County, Ohio.

Entry 7588

Comes now the plaintiff and for Reply to the Amended Answer of

the defendants herein filed says she denies each and every averment and allegation therein contained, except those allegations set forth in the petition.

Conroy Bros. Pal
John M. Brodrick
Attys for Plff.

State of Ohio, Miami County, ss.

W.M. Conroy being first duly sworn deposes and says that he is one of the Attys. of Record for the plaintiff above named, and that said plaintiff is a non-resident and absent from the County, and that the statements and allegations in the foregoing Reply are true as he truly believes.

W.M. Conroy.

Sworn to and subscribed in my presence this 10th day of January 1899.

(Seal)

J.S. Gunsell Clerk of Courts

Afterward on the 25th day of January A.D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7-5-88

Mollie A.B. Conna
vs
John Black et al
Marinda Black.

Court of Common Pleas
Miami County, Ohio.

This day came the parties by their Attorneys. also came the following named persons as Jurors, to-wit:

(1) Edward Frohwalter, (2) Leonidas Turner, (3) Calvin S. Stewart, (4) Wm J. Barbour, (5) Frank Griffin, (6) Frank Young, (7) A.R. Webb, (8) J.M. Hopkins (9) Jesse F. Pearse, (10) Lafe Mullen, (11) W.W. Judy (12) Wm Sanders; Who were duly impaneled and sworn according to law, and after hearing the evidence adduced, the hour for adjournment having arrived, this cause is continued until 8 o'clock tomorrow morning.

Afterward on the 26th day of January A.D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7-5-88

Mollie A.B. Conna
vs
John Black and
Marinda Black

Court of Common Pleas
Miami County, Ohio.

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 argument of Counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes the said Jury into open Court with their Verdict in writing signed by their foreman and say:

Verdict

We, the Jury, being duly impaneled, sworn and affirmed find the issues in this case in favor of the Defendants.

Dated Jan. 26, 1899.

A.R. Webb Foreman.

Afterward on the 27th day of January A.D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7-5-88

Mollie A.B. Conna
vs
John Black et al

Court of Common Pleas
Miami County, Ohio.

The Jury in this action having on a former day of this term rendered a

Verdict for the defendant and no motion for a new trial having been made:

It is therefore considered by the Court that the said defendants go hence without day and recover from the plaintiff their costs herein expended.

Bordrick for Plff.

Attest
J. N. Gosnell Clerk
By Jno 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 before the Honorable Duncan Dow, Judge of said Court, of the Term of January A.D. 1899: on the 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore A.D. 1898, on the 23rd day of August A.D. 1898 Michael A. Rogers, filed in the Clerks office of the said Court of Common Pleas, the following Petition against the Board of Commissioners of Union County A.D. 1898:

Petition
7581

Michael A. Rogers,
Plaintiff
vs
The Board of Commissioners of Union County.
Defendants

Court of Common Pleas
Union County, Ohio.

Precipe

The plaintiff says that he is a resident of Paris Township in the said County of Union and State of Ohio.

That a stream called Mill Creek crosses through the said Township and said stream is crossed by a road leading in a Northerly direction from the Village of Marysville known and commonly called the Kenton Grand Road and being a continuation of a street in said Village known and commonly called Maple Street, at the crossing of said road over Mill Creek the said Commissioners of Union County have constructed a large wooden bridge with sides boarded up over the stream and covered with a roof of wood.

Summons

At the approach to said bridge from the South the said defendants have caused to be constructed an embankment or fill from the stone butments of the bridge on the South side of said stream extending Southward for several rods, said fill or embankment forming the approach to said bridge as aforesaid is more than six feet in height and at the time of the grievance hereinafter named was wholly unprotected by guard rail or any kind of protection against accident by teams or carriages going over said fill or embankment as required by law.

Said bridge with its approaches, fill and embankments have been constructed and used for more than six years last past, being all the time wholly unprotected by guard rails or protection of any kind, as the defendants well knew, during all the six years last past.

Sheriffs Return.

On the 4th day of June 1898, the plaintiff was passing along the said highway, over said bridge and approaches, coming from the Northward, the plaintiff was driving a pony horse hitched to a cart and passed on through said bridge and was just emerging from the same when his horse took fright and suddenly turned to the west side of said approach and embankment and by reason of the want of proper guard rail and protection as required by law fell down and over said embankment to the ground and stream below, being a distance of over ten feet, dragging the cart and plaintiff over said embankment with him, in which fall the plaintiff was injured: bruised, jamed and hurt so that his collar bone was broken, his back, breast, shoulders, sides, neck, hip, arms and legs were bruised, sprained jamed and

and injured and the plaintiff sustained internal injuries affecting his kidneys and other internal organs so that for a long time the plaintiff was and he still is sore sick, lame and disabled by reason of the injuries aforesaid and has been put to great expense for medicine and medical attendance and has been disabled from performing any labor and has suffered great pain, anguish and loss of time to his damage in the sum of Five Thousand Dollars.

The plaintiff says he was wholly without fault on his part: that the defendants are the Board of County Commissioners within and for the County of Union and State of Ohio and that the aforesaid damage and injury to the plaintiff was caused solely by the negligence and carelessness of the said defendants in not properly protecting the approaches to said bridge with proper guard rails and protection as is required by law.

Wherefore the plaintiff prays that he may have judgment against the said defendant in the sum of Five Thousand Dollars his damages or as aforesaid sustained and for his costs herein and for all proper relief.

Cameron & Cameron
Attorneys for Plaintiff

The State of Ohio, Union County, ss.

Michael A. Rogers, being by me first duly sworn deposes and says that the allegations made and facts stated in the foregoing petition are true as he verily believes.

Michael A. Rogers.

Sworn to before me and signed in my presence this 23rd day of August 1898.

P. McCrory
Notary Public

Notary fee 25 cts.
(seal)

To the Clerk:

Praecipe — Issue summons to the Sheriff of Union County returnable according to law.
Amount claimed $5000.00.

Cameron & Cameron
Attys. for Plff.

On the 23rd 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.

To the Sheriff of Union County:

You are hereby commanded to notify the Board of Commissioners of Union County, that they have been sued by Michael A. Rogers in the Court of Common Pleas of Union County, and must answer by the 24th day of September, 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 5th day of September A.D. 1898.

Witness my hand and the seal of said Court, this 23rd day of September A.D. 1898.

J. N. Gowell Clerk.

(seal)

On the 26th day of August 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 Return.

Sheriff's Fees	95
Service & Return	65
Mileage	16
Copies	30
Total $1	11

The State of Ohio, Union County ss.

Received this writ August 23rd A.D. 1898 at 3 o'clock P.M. and served the same by delivering a true and certified copy of this writ with all of the endorsements thereon to Lyman Zimmerman who is president of the Board of Commissioners of Union County, Ohio.

To D.B. Edwards, Deputy Auditor who is the Clerk of said Board of Commi-

sioners of Union County, Ohio, personally on August 25th, 1898.

J. Ed Robinson, Sheriff.

On the 27th day of September A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7581

Michael A. Rogers
vs
The Board of County Commissioners of Union County, Ohio.

Court of Common Pleas
Union County, Ohio.

Leave is given to Answer in this case in thirty days.

Cameron & Cameron.

On the 10th day of January A.D. 1899, the following Answer was filed with the Clerk of this Court, to-wit:

Answer 7581

Michael A. Rogers
vs
The Board of Commissioners of Union County, Ohio.

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant and for its answer to plaintiff's petition herein filed, says; that it admits that a Stream called Mill Creek, comes through Paris Township, Union County, Ohio; that said Stream is crossed by a road leading in a northerly direction from the Village of Marysville, and being a continuation of Maple Street, and that at the ~~crossing~~ of said road over said Mill Creek the Commissioners of Union County have constructed a large wooden bridge, with sides boarded up over the stream and covered with a roof of wood, and defendant denies each and every allegation in said petition contained, not herein specifically admitted.

W. J. Harper Esq
John A. Broderick
Attorneys for Defendant.

The State of Ohio, County of Union, ss.

Oliver C. Lincoln, one of the defendants, being sworn makes oath that the facts stated in the foregoing Answer, are, as affiant believes, true.

O. C. Lincoln

Sworn to by said Oliver C. Lincoln before me and signed by him in my presence this 10th day of January, 1899.

(seal)

J. N. Gronell Clerk of Court.

On the 23rd day of January A.D. 1899, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7581

Michael A. Rogers
vs
The Board of Commissioners of Union County, Ohio.

Court of Common Pleas
Union County, Ohio.

This day the plaintiff asked and had leave of the Court to file an amendment to his petition instanter and same filed.

Cameron & Cameron
Attorneys for Plaintiff

On the 23rd day of January A.D. 1899, the following Amendment to Petition was filed with the Clerk of this Court, to-wit:

Amendment to Petition 7581

Amendment to Petition 7581

Michael A. Rogers, Plff.
vs
The Board of Commissioners of Miami County, Ohio, Defts

Court of Common Pleas
Miami County, Ohio.

Now comes the plaintiff and by leave of the Court makes this amendment to his petition and says; That the Village of Maryville mentioned in the petition has never at any time had the right to demand or receive, nor has it at any time demanded or received, any portion of the bridge fund levied within the said Village or the said county.

Cameron & Cameron
Attorneys for Plaintiff

The State of Ohio, Miami County, ss.

Michael A. Rogers, plaintiff being first duly sworn says; that he believes the allegations made in the foregoing amendment to his petition to be true.

Michael A. Rogers.

Sworn to before me and signed in my presence this 20th day of January 1899.

Burnham C. Bales
Notary Public

Notary fee 25-¢.

(seal)

On the 24th day of January A.D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7581

Michael A. Rogers
vs
The Board of Commissioners of Miami County, Ohio.

Court of Common Pleas
Miami County, Ohio.

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

(1) Edward Fruhwirth, (2) Leonidas Turner, (3) Calvin L. Stewart, (4) Wm J. Barbour, (5) Frank Griffin, (6) Frank Young, (7) A. R. Webb, (8) J. M. Hoskins, (9) M. W. Judy, (10) Wm Sanders, (11) Ray G. Morse, (12) Byron Galloway. Who were duly impaneled and sworn according to law, and after hearing the evidence adduced and the arguments of Counsel the hour for adjournment having arrived this cause is continued until 8:30 Oclock tomorrow morning.

On the 25th day of January A.D. 1899 the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7581

Michael A. Rogers
vs
The Board of Commissioners of Miami County, Ohio.

Court of Common Pleas
Miami County, Ohio.

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

(1) Edward Fruhwirth, (2) Leonidas Turner, (3) Calvin L. Stewart, (4) Wm J. Barbour, (5) Frank Griffin, (6) Frank Young, (7) A. R. Webb, (8) J. M. Hoskins, (9) M. W. Judy, (10) Wm Sanders, (11) Ray G. Morse, (12) Byron Galloway;

Who were heretofore duly impaneled 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 comes the said jury into open Court, with their Verdict in writing signed by their foreman and say:

Verdict

"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 the Commissioners of Union County, Ohio, at the sum of Nine Hundred and Fifteen Dollars.

Date, Jan. 25, 1899.

J. M. Hoskins, Foreman.

On the 26th day of January A. D. 1899. the following Motion for new trial was filed with the Clerk of this Court, to-wit:

Motion 7581

Michael A. Rogers
vs
The Board of Commissioners of Union County, Ohio

Court of Common Pleas
Union County, Ohio.

The defendant moves the Court to set aside the Verdict of the Jury herein, for the following reasons:

1. On account of excessive damages, awarded under the influence of passion and prejudice.
2. The Verdict is not sustained by sufficient evidence and is contrary to law.
3. For newly discovered evidence, material to the defendants cause, which could not have been discovered with reasonable diligence and produced at the trial.
4. For the several errors of law occurring at the trial and to the commission of each and every of which the plaintiff, at the time, excepted.
5. And for other manifest errors apparent upon the face of the record.

W. J. Hoopes Esq
John M. Brodrick
Attorneys for Defendant.

On the 27th, day of January A. D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7581

Michael A. Rogers
vs
The Board of Commissioners of Union County, Ohio,

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing on the motion of the defendant to set aside the Verdict and for a new trial herein, the Court, on consideration thereof overrule the same, to which decision defendant by its Attorneys then and there excepted.

It is therefore considered by the Court that the said plaintiff recover from the said defendants, the said sum of Nine hundred and fifteen dollars as hereinbefore by the Verdict of the Jury found due him, together with his costs herein expended to all of which judgment and ruling of the Court the defendant by its Attorneys then and there excepted.

Brodrick for Defts.

Attest
J. N. Gosnell Clerk
By Jno A. Gosnell Deputy.

Petition 7610

Receipt 7610

Summons

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 2nd day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered, that heretofore to-wit, on the 15th day of November A.D. 1898, Rose E. Morris filed in the Clerks office of the said Court of Common Pleas, the following Petition against John B. Morris to-wit:

Petition
7610

Rose E. Morris
vs
John B. Morris

Court of Common Pleas
Union County, Ohio.

The plaintiff says that she has been a resident of the State of Ohio for more than one year last past, and that she is now a bona fide resident of the said County of Union.

That on the 15th day of May 1851, she was married to the defendant and that she has always conducted herself toward him as a faithful and obedient wife.

Regardless of his marital duties the defendant has been guilty of gross neglect of duty to the plaintiff in this to-wit; he has been married to the plaintiff for Eleventeen years and during all that time the amount he has expended for clothing for the plaintiff would not exceed Five Dollars, and the plaintiff has been obliged to support herself by her own exertions, the defendant has also neglected to bestow on the plaintiff the love and affection due from him as a husband, and has neglected to provide the plaintiff with the necessaries of life.

Second: The defendant has also been guilty of extreme cruelty at and toward the plaintiff in this to-wit: The Defendant has coldly and cruelly treated the plaintiff in falsely accusing her of being an unchaste woman and with having promiscuous sexual intercourse with other men.

On or about the 6th, day of April 1896, the defendant falsely accused the plaintiff of unlawful intercourse with other men, and abandoned her and has ever since wholly neglected the plaintiff and refused to live or cohabit with her.

Wherefore, the plaintiff prays that she may be divorced from the said defendant and that she may be restored to her maiden name of Rose E. Jones and that she may have reasonable alimony, and for all proper relief.

Cameron & Cameron
Attorneys for Plaintiff

Precipe
7610

Rose E. Morris
vs
John B. Morris

Court of Common Pleas
Union County Ohio

To the Clerk:

Issue summons and copy of the petition in the above case to the Sheriff of Delaware County, Ohio, returnable according to law.

Cameron & Cameron
Attorneys for Plaintiff.

Afterward on the 15th day of November 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 Delaware County:

You are commanded to notify John B. Morris that Rose E. Morris has filed in the office of the Court 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 serve on him), charging him with Gross neglect of duty and of extreme cruelty and asking that she be divorced from him, and that she may have reasonable alimony 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 28th day of Nov. A.D. 1898.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 15th day of November A.D. 1898.

(seal)

J.N. Gosnell Clerk

On the 16th day of November A.D. 1898, the Sheriff of Delaware County returned said writ to the Clerks office in this said County of Union, which return is as follows:

Sheriffs Fees		
Service		40
Copy		25
Mileage	3	00
Return		25
Docket		10
Postage		04
Total	4	04

Sheriffs Return.

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

Received 1 Oclock P.M. on the 15th day of November A.D. 1898, and on the 18th day of November A.D. 1898, I served the same by delivering to the defendant John B. Morris personally, a true copy thereof, together with a true copy of the petition.

Stephen Thrall, Sheriff.

Sheriffs Return

Petition 7614

Afterward on the 3rd day of January A.D. 1899, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7610

Rose E. Morris
vs
John B. Morris

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard on the petition and evidence, the defendant being in default for answer or demurrer although duly served with process, together with a copy of the petition according to law, and upon due consideration thereof the Court find, that the allegations of the petition are true, that the plaintiff was a resident of the State of Ohio for one year next preceding the filing of her petition, and that at the time was a bona fide resident of the County of Union, and that the parties were duly married as plaited in the petition.

The Court further find that the defendant has been guilty of Extreme cruelty to said plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore adjudged and decreed that the marriage contract heretofore existing between the parties hereto be, and the same is dissolved, and both parties released from its obligations.

It is further ordered and decreed that the plaintiff recover of the defendant her costs herein and the sum of One Hundred Dollars which is awarded as alimony to be paid by defendant to the plaintiff and for which execution is awarded, and it is further ordered that the plaintiff be restored to her maiden name of Rose E. Jones.

Attest

J.N. Gosnell Clerk

By Jno 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 January, to-wit: on the 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore to-wit, on the 25th day of November A.D. 1898, Cordelia Devitt filed in the Clerks office of the said Court of Common Pleas, the following petition against Charles B. Devitt, to-wit:

Petition
7614

Cordelia J. Devitt
vs
Charles B. Devitt

Court of Common Pleas
Union County, Ohio.

The above named plaintiff, says that she is an actual resident of said Union County, and that she has been a bona fide resident of the State of Ohio, continuously, for one year and more last past.

That she and said defendant, Charles B. Devitt were married to each other on or about the 25th day of February, A.D. 1884; that there are now living with her three children of said marriage, to-wit: Birdie C. Devitt, aged thirteen years, and Edna C. Devitt, aged eleven years, and Adrian L. Devitt, aged Eight years, and that she has always conducted herself as a true and faithful wife to the said Charles B. Devitt; that the said defendant Charles B. Devitt is guilty of gross neglect of duty.

2nd. That the said defendant, Charles B. Devitt is guilty of extreme cruelty to this plaintiff, in this, that he called her vile names and speaks slightly of her chastity to her and in the presence of her children.

Plaintiff further says, that she owns but little personal property and that she is the owner in fee simple of about 82 acres of land, which she bought with money she hired from a former husband and that no part of it came through the work or money of the said defendant the said Charles B. Devitt, and therefore he has no claim therefore.

And she further says that the said defendant, Charles B. Devitt, owns personal property to the value of $500.00, consisting mainly on stock and farming utensils, &c.

She further says that her said farm is mortgaged to the amount of $600.00, Wherefore this plaintiff prays that she may be granted reasonable alimony during the pendency of this suit and action, that this plaintiff be and that her title to said land be quieted, and be adjudged and decreed a divorce from her said husband Charles B. Devitt, and that the bonds of their said marriage may be absolutely dissolved, and that she be decreed the custody of their said minor children, subject to the reasonable right of the said Charles B. Devitt to visit them, as may be decreed by the Court and that she be allowed her cost and for all proper relief.

W. W. Merchant
Attorney for Cordelia J. Devitt.

State of Ohio, Union County, ss.

Cordelia J. Devitt, being first duly sworn according to law, says that the facts stated and the allegations made in foregoing petition are true, as she verily believe.

Cordelia J. Devitt

Sworn to before me and signed by the said Cordelia J. Devitt in my presence this 25th, day of November A.D. 1898.

Seal

J. N. Gould Clerk of Courts

To the Clerk=

Issue summons for the defendant, Charles B. Devitt with a copy of this petition to the Sheriff of Union County Ohio, returnable according to law, indorse same will "Action for Divorce and equitable relief."

W. W. Merchant
Attorney for Plaintiff.

Summons.

On the 25th day of November A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Miami County, ss.

To the Sheriff of Miami County=

You are commanded to notify Charles B. Devitt, that Cordelia J. Devitt has filed in the office of the Clerk of the Court of Common Pleas of Miami 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 of extreme Cruelty, and asking that she be divorced from him, and that she be decreed reasonable alimony and custody of minor children and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and sit made from and after the service of this writ.

You will make due return of this Summons on the 5th day of December A.D. 1898.

Witness my signature as Clerk of our said Court of Common Pleas,
and the seal of said Court at Marysville, this 25th day of November A.D. 1898.

(Seal)

J.N. Bonnell Clerk

Sheriff's Return

On the 1st day of December 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		40
Copy		15
Mileage	3	20
Return		25
Total	4	00

Received 8 O'clock A.M. on the 26th day of November A.D. 1898, and on the 30th day of November A.D. 1898, I served the same by leaving at the usual place of Residence of Charles B. Devitt, a true Copy thereof together with a certified copy of the petition thereof.

J. Ed Robinson
Sheriff.

Entry 7614

Afterward on the 27th day of January A.D. 1899 the following Entry was filed with the Clerk of this Court, to-wit:

Petition 7598

Cordelia J. Devitt
vs
Charles B. Devitt

Court of Common Pleas
Miami County Ohio.

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find he is in default for Answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

The Court also find that at the time of filing said petition, the said plaintiff had been a resident of the State of Ohio, for one year next preceding the same, and at the time was a bona fide resident of said County of Miami, and that the parties hereto were married as in the said petition set forth.

The Court further find from the evidence adduced, that the defendant, Charles B. Devitt, has been guilty of extreme cruelty, and by reason thereof the plaintiff, Cordelia J. Devitt, 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 Cordelia J. Devitt and Charles B. Devitt be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said mother, Cordelia J. Devitt, exclusively, and the father, Charles B. Devitt, is hereby enjoined from interfering in any manner with either of said children, or with the mother in her custody of them, but is hereby ordered that the father, Charles B. Devitt, have the privilege of visiting said children once each month, on Tuesdays, between the hours of 12 noon, and six o'clock P.M. and any violation of this privilege, by either party, may be reported to this Court.

And the Court further find that the plaintiff is the owner of the following

real estate, not heretofore disposed of, to-wit:

Situate in the County of Union, in the State of Ohio, in the Township of Leesburg, part of Survey No. 3506.

Beginning at a stone witness by a beech sugar tree and Dogwood in the South line of Survey 3506. and S.E. corner of C. Nichols land; thence with his East line N. 8° W. 164 poles to a stone and White Elm corner of said Nichols land J.C. Fish and E. D. Lee; thence with the south line of said E.D. Lee N. 82° E. 80 6/100 poles to a stone at N. W. Corner to J. A. Mc. Allister land; thence with the west line of said land S. 80° E. 164 poles to a stone, corner to said land in the South line of said Survey No. 3506; thence with said line South 82° W. 80 57/100 poles to the beginning, 82 acres and 136 poles, except 56 poles sold off. and the same is hereby restored to her divestue of all and every claim Title, and interest by curtisy or dower or otherwise of her said husband, Charles B. Devill.

And it is further ordered by the Court that the said plaintiff, Cordelia J. Devill, receiver of the said defendant, Charles B. Devill, her estate herein appointed and executive is awarded

Attest

A.N. Gosnell Clerk

By Jno 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 January A.D. 1899; on the 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore to-wit, on the 30th day of September A.D. 1898, Ida Fisher filed in the Clerks office of the said Court of Common Pleas, the following Petition against John Fisher, to-wit:

Petition
75-98

Ida Fisher
to
John Fisher

Court of Common Pleas
Union County, Ohio.

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

That on the 23rd day of April 1885, she was married to the defendant at Union County, Ohio, that she has ever since said marriage conducted herself toward said defendant as a chaste, faithful and obedient wife.

That the defendant wholly regardless of his marital duties toward the plaintiff, soon after their marriage began the excessive use of intoxicating liquors and has for three years last past been an habitual drunkard.

For a second cause of action the plaintiff alleges that on or about the 12th day of Sept. 1898, at their home at Magnetic Springs, Ohio, the defendant was guilty of extreme cruelty toward the plaintiff by pointing a Revolver at her and threatening to kill her and all of their children and by kicking her out of the house and locking her and children out of their said house all without any cause or provocation on the part of this plaintiff.

The plaintiff further represents that on the 13th day of Feb. 1898, and on many other occasions the defendant has been guilty of extreme cruelty toward her by striking her and threatening to kill her and otherwise abusing her without any cause or provocation on her part.

That she has not cohabited with him since the 12th day of Sept. 1898.

That the following children are the issue of said marriage; Daisy age 12 yrs. Stella, age 8 yrs. and Paul age 20 months.

That the defendant is a man of vicious habits, and is wholly unfit to

be intrusted with the care, custody and education of children.

That the defendant is an able bodied man of the age of 34 yrs. that for more than a year last past he has been earning and receiving $60.00 per month; that he is possed of personal property consisting of one horse and one buggy and one set of single harness of the value of $125.00.

That their joint household furniture is of the value of $100 which is in the plaintiffs possession; that the plaintiff has about $425 which she received from her father's estate which is all the means she has to support herself and said children and to prosecute this action, and said defendant wholly neglects and refuses to supply the necessities of the plaintiff and said children.

That said defendant has been squandering their property since the 12th day of Sept. 1898, by habitual drunkenness and so she believes is about to squander the balance and is about to fraudulently sell the same for the purpose of placing it beyond her reach.

That said defendant has been interfering with her in the possession of her said children and preventing her from sending them to school.

That he has threatened to kill them and has abused them.

That plaintiff therefore prays that she may have a restraining order restraining him the said defendant from disposing of any of said property or interfering with the plaintiff in her possession of their household goods, and that he be restrained from annoying or abusing this plaintiff and interfering with her in her possession of their said children until the final hearing of this case, and that upon the final hearing of this case she may be divorced from said defendant and that she may be given the custody of said children, and that said defendant be decreed to pay her reasonable alimony and for such other relief as equity may require.

James E. Robinson
Atty. for Plff.

The State of Ohio Union County, ss.

Ida Fisher being first duly sworn deposes and says that the facts stated in the foregoing petition are true.

Ida Fisher.

Sworn to and subscribed before me this 27th day of Sept. 1898.

(Seal)

J. W. Crawford
Notary Public

To the Clerk of the Court.

Issue Summons together with a copy of the petition directed to the Sheriff of Logan County, Ohio, for John Fisher, defendant, herein and make same returnable according to law.

James E. Robinson
Atty. for Plff.

On the 30th day of September 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 Logan County=

You are commanded to notify John Fisher that Ida Fisher has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with habitual drunkenness and extreme cruelty, and asking that she be divorced from him, and that she be granted the custody of their children, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and you will make return of this summons on the 1st day of Oct. A.D. 1898.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 30th day of September A.D. 1898.

(Seal)

J. N. Connell Clerk

Sheriff's Return

Entry 7-3-98

Answer & Cross-petition 7-3-98

Sheriff's Return

On the 10th day of October A.D. 1898. the Sheriff of Logan County returned same writ to the Clerk's office in this County of Which which return is as follows:

October 8th 1898.

Sheriff's Fees	45
Service	50
Copy	12
Mileage	16
Return	25
Total $1	03

Received 3 O'clock P.M. on the 31st day of September A.D. 1898.
I hereby acknowledge service of the within writ together with a true copy of the petition in the above action.

John Fisher
Cooley Shaw, Sheriff.

Entry 7-5-98

On the 30th day of September A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Ida Fisher
vs
John Fisher

Court of Common Pleas
Logan County, Ohio.

I allow a temporary restraining order in the above action restraining the said John Fisher from disposing of his property as described in plaintiff's petition also restraining him from interfering with the plaintiff in the possession of their household goods and restraining him from annoying and abusing said plaintiff and from interfering with her in the possession of their children, namely Daisy, Stella and Paul, all as prayed for in plaintiff's petition until the same can be further heard

Done this 30th day of September, 98.

Duncan Dow, Com. Pleas Judge of Court.

Answer & Cross-petition 7-5-98

On the 12th day of December A.D. 1898. the following Answer & Cross-petition was filed with the Clerk of this Court, to-wit:

Ida Fisher
vs
John Fisher

Court of Common Pleas
Logan County, Ohio.

Defendant says he is a resident of Ohio, and has been for the year last past and at present is a resident of Logan County, Ohio.

Defendant admits the marriage as set forth in the petition and the residence of plaintiff and the allegations as to the children and denies all other facts not herein admitted.

Defendant for his Answer and Cross-petition herein says, the plaintiff Ida Fisher has been guilty of adultery with one Nathan Spratt at the Village of Magnetic Springs, Logan County Ohio, on the 9th day of September and at divers other times before said 9th day of September, 1898.

Defendant further says the acts and things done by said plaintiff in relation to their family and marriage relations are such as are not fit to plead herein; that the acts of this plaintiff in abusing the children and refusing to prepare meals for this defendant and in keeping company with said Spratt and said Spratt coming down stairs from said plaintiff's bed room and such conduct has broken up the home of this plaintiff and defendant, all of said acts having been done by this plaintiff and against the protest of this defendant, and within four months last past.

Defendant therefore prays the Court that he may be divorced from this plaintiff and that he said defendant may be decreed the custody of said children and for all further and proper relief

W. J. Harper
Atty. for Deft.

On the 2nd day of January A.D. 1899 the following Reply to Answer was filed with the Clerk of this Court, to-wit:

Reply 7598

Ida Fisher
vs
John Fisher

Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff, Ida Fisher and admits the residence of the defendant as set forth in his answer and Cross-petition, and denies each and every other allegation in said Answer and Cross-petition contained.

James E. Robinson
Atty. for plaintiff

Petition 7623

The State of Ohio, Union County, ss.

Ida Fisher being sworn says the facts stated and the allegations made in the foregoing Answer and Cross-petition are true

Ida Fisher

Sworn to and subscribed before me this 31st day of Dec. 1898.

W. V. Speir
Notary Public

(Seal)

On the 21st day of February A.D. 1899. the following Entry was filed with the Clerk of this said Court, to-wit:

Entry 7598

Ida Fisher
vs
John Fisher

Court of Common Pleas,
Union County, Ohio.

And now comes the said plaintiff by Jas. E. Robinson, her Attorney, and the defendant having been duly served with Summons and a copy of the petition herein.

The Court find that at the time of filing her petition the plaintiff had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of extreme cruelty toward the plaintiff and by reason thereof she is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Ida Fisher and John Fisher be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children to-wit: Daisy Fisher, Stella Fisher and Paul Fisher of the said parties hereto be, until the further order, confided to the said Ida Fisher, and the said John Fisher is hereby enjoined from interfering in any manner with either of said children, or with Ida Fisher in the custody, care, Education and nurture of them until further order of this Court.

Summons

It is further considered and adjudged by the Court that the household furniture of said parties be decreed to the said Ida Fisher, and that the said John Fisher is hereby enjoined from interfering in any manner with her possession of same; And it is further ordered that the said plaintiff pay the costs of this prosecution.

Attest

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

Court 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, at the Time of January, to-wit: on the 2nd day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore, to-wit: on the 12th day of December A.D. 1898. Raymond Ingram filed in the Clerks office of the said Court of Common Pleas the following Petition against Mary Ingram, to-wit:

Petition

7623

Raymond Ingram
vs
Mary Ingram

Court of Common Pleas
Union County Ohio.

The plaintiff says that he has been a resident of the State of Ohio, for more than the year last past and that he is now a bona fide resident of said County of Union.

On the 28th day of November, 1895, plaintiff was married to the defendant, which marriage relation still exists.

Regardless of her duties as a wife the defendant has been wilfully absent from the plaintiff for three years last past.

The defendant has also been guilty of gross neglect of duty in this, that during the three years last past she has neglected and refused to do or perform any of her duties as a wife and has withheld from plaintiff the society, and comfort due him as a husband.

The Defendants maiden name was Mary Miller, and the plaintiff has daughters by a former marriage.

The plaintiff says that he may be divorced from the defendant, and if it may be done in this case, that she may be restored to her maiden name. And plaintiff prays for all proper relief.

Cameron & Cameron
Attorneys for Plaintiff

Clerk=

Issue Summons and Copy of petition to the Sheriff of Union County, returnable according to law.

Cameron & Cameron
Attorneys for Plaintiff.

On the 12th day of December 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 commanded to notify Mary Ingram that Raymond Ingram 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 her with wilful absence and gross neglect of duty and asking that he be divorced from her, and that he may have other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ.

You will make due return of this summons on the 26th day of December A.D. 1898.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville, this 12th day of December A.D. 1898.

Seal

J. N. Grendell Clerk.

On the 13th day of December 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		40
Copy		15
Mileage	1	60
Return		25
Total	2	40

Sheriff's Return

Received 3 o'clock P.M. on the 12th day of December A.D. 1898,
and on the 13th day of December A.D. 1898, I served the same by handing to
Mary Ingram personally a true copy thereof together with a copy of the petition
thereof.

J. Ed Robinson Sheriff.

Petition 7597

Afterward on the 27th day of January A.D. 1899, the following motion was
filed with the Clerk of this Court, to-wit:

Cross-Petition 7623

Raymond Ingram
vs
Mary Ingram

In the Court of Common Pleas
Union County, Ohio

The defendant now comes and for her cross-petition herein asks that
she may be restored to her maiden name of Mary Miller.

D. W. Byers
Attorney for Defd.

On the 27th day of February A.D. 1899, the following Entry was filed
with the Clerk of this Court, to-wit:

Entry 7623

Raymond Ingram
vs
Mary Ingram

In the Court of Common Pleas
Union County, Ohio.

This cause came on to be heard on the pleadings and the evidence, and upon
due consideration thereof, the Court finds that the plaintiff was a resident of the State of Ohio for one
year next preceding the filing of this petition, and at the time was a bona fide resident of this
County of Union, and that the parties were duly married as stated in the petition.

The Court further find that the defendant has been guilty of wilful absence
for more than three years as the plaintiff has in his petition set forth, and by reason thereof the
plaintiff is entitled to a divorce as prayed for.

It is therefore adjudged and decreed that the marriage contract
heretofore existing between the parties hereto be, and the same is hereby dissolved, and both
parties released therefrom.

It is further decreed that the said defendant be, and she is hereby restored
to her maiden name of Mary Miller, and it is ordered that the plaintiff pay the costs herein
taxed at $8.75.

Cameron & Cameron
Attorneys for Plaintiff
D. W. Byers, Attorney for Defd.

Attest
J. M. Hosnell Clerk
By Jno. A. Hosnell Deputy.

Olcas 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 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore to-wit, on the 28th day of September 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 James W. Jackson et al, to-wit:

Petition 7597	The Michigan Mutual Life Insurance Company, a corporation duly organized and existing under the laws of the State of Ohio, Plaintiff. vs. James W. Jackson, Mary B. Jackson, his wife, George W. Handley, L. A. Dixon, Will L. Dusenbury, and W. Scott & Brother, a partnership organized and existing under the laws of the State of Ohio, Defendants.	Court of Common Pleas Union County, Ohio.

Plaintiff represents that it is a corporation duly organized and existing under the laws of the State of Michigan, and having its home office and principal place of business in the City of Detroit, in said State.

That defendants, W. W. Scott and Brother is a partnership organized and existing under the laws of the State of Ohio, and having its principal place of business at Marysville, Union County, Ohio.

That on or about the 23rd day of February, A.D. 1889. for the purpose of securing an indebtedness of $2506.00 with interest to accrue thereon as hereinafter described, defendant George W. Handley and Catharine Handley, his wife, executed and delivered to plaintiff their certain mortgage deed of that date, thereby conveying to the plaintiff, its successors and assigns forever the following described real estate, to-wit:

"All those certain pieces or parcels of land situate in the Township of Washington, County of Union and State of Ohio, known and described as follows, to-wit:

"In Va. Military Surveys 10938 and 14639 and bounded and described as follows; Beginning at a stone in the Northwest corner of Survey No. 14639 and running thence South nine (9) degrees East Eighty-three and 9/10 (83 9/10) poles to a stake from which a Burr oak, six (6) inches in diameter bears North forty-six and 1/2 (46 1/2) degrees West twenty-two (22) links distant; thence North Eighty-two (82) degrees East two hundred and twenty-two and 57/100 (222 57/100) poles with the North line of J. B. Howes land to a stone in the East line of Survey No. 10938 also in Township line; thence North one and 1/2 (1 1/2) degrees West eighty-three and 9/10 (83 9/10) poles with the Township line to a stone in the center of the County Road; thence South Eighty-two (82) degrees West two hundred and twenty and 9/10 (220 9/10) poles with the South line of P. Longberry's land to the place of beginning containing One hundred and sixteen and 19/100 (116 19/100 acres of land."

The said mortgage executed and delivered as aforesaid had a condition written therein as follows, to-wit:

"That if the said parties of the first part shall and do, well and truly pay, or cause to be paid to the said party of the second part, at its home office in Detroit, Michigan, the sum of twenty-five 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 the said George W. Handley 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 or paid upon said premises

above discribed, as fore and as often as the same may become due and payable, so long as this mortgage remains unpaid, (and in case the said parties of the first part shall fail to pay taxes as aforesaid, the said party of the second part may pay taxes, and all Money paid for taxes, may be added to the amount secured hereby, payable forthwith and with the same rate of interest, and shall be treated as a part of the money payable on this mortgage), and shall further keep and perform all covenants and agreements hereinafter made, then these presents and said promissory note shall cease and be null and void.

And it is hereby expressly agreed, that should any default be made in the payment of the said interest, or any part thereof, or of the taxes, on any day whereon the same is made payable, as above expressed and should the same remain unpaid and the arrears for the space of thirty days, then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of twenty-five hundred dollars, with all arrearage of interest thereon, shall, at the option of said obligee, his successors and assigns, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have been expired, anything herein before contained to the contrary thereof in anywise notwithstanding."

That the parties referred to in the above condition as "parties of the first part" are said defendants, George W. Handley and Catharine Handley his wife; and the party referred to therein as "party of the second part" is this plaintiff, The Michigan Mutual Life Insurance Co.

That said Mortgage deed executed and delivered as aforesaid was on the 4th day of March, A.D. 1889 at 12 O'clock M., duly filed for record in the office of the County Recorder of Union County, Ohio, and was afterwards by him recorded in Libre 27, page 460 et seqr. of the Mortgage Records in said office, and plaintiff avers that said mortgage deed and the unpaid indebtedness secured thereby is a valid, subsisting and, excepting taxes, the first and best lien on the real estate hereinbefore described.

That the principal note for $2500,00, referred to in the above condition, is in the words and figures following, to-wit:

"$2500,00. Detroit, Michigan, February 23rd, 1889.

On the twenty-third day of February, 1894, I promise to pay to the order of The Michigan Mutual Life Insurance Company, the sum of twenty-five hundred 00/100 Dollars, at the Home Office of said Company, at Detroit, Michigan, Value received, with interest after maturity, at the rate of ten per cent. per annum, payable semi-annually, until this note is paid.

This note is secured by mortgage of even date herewith, made by himself and wife to the said The Michigan Mutual Life Insurance Company.

George W. Handley.

That said note and each of the ten interest notes, referred to in the above condition, were made payable at the home office of plaintiff, at Detroit, Michigan, and the interest laws of the State of Michigan in force on said 23rd day of February, A.D. 1889, were as follows, to-wit:

"Sec. 1594. The interest of money shall be at the rate of seven dollars upon the One hundred dollars for a year and at the same rate for a greater or less sum, and for a longer or shorter time, except that in all cases it shall be lawful for the parties to stipulate in writing for the payment of any rate of interest not exceeding ten per cent. per annum;

"Sec. 1599. That when any installment of interest upon any note, bond, mortgage or other written contract shall have become due, and the same shall remain unpaid, interest may be computed and collected on any such installments so due and unpaid from the time at which it became due, at the same rate as specified in any such note, bond, mortgage or other written contract, not exceeding ten per cent; and if no rate of interest be specified in such instrument, then at the rate of seven per centum per annum;"

That all interest accruing on said principal note for $2500,00 prior to the 23rd day of February, 1897, has been paid, but that no portion of the interest accruing on said

principal note for $2500.00 since the 23rd day of February 1897 has been paid, except as hereinafter stated. That on the 23rd day of August, 1897, an installment of interest for $87.50 on said principal note became due and payable; that the same has not been paid, except as follows: January 3rd 1898, $30.00; January 29th, 1898, $27.50; that no other payments have been made on said installment of interest; and that no portion of said principal note for $2500.00 has been paid, and that by the reason of the failure of said defendants, or either of them, to pay in full said installment of interest maturing on the 23rd day of August, 1897, as aforesaid, the whole of said principal indebtedness of $2500.00 has, by the election of plaintiff, and according to the terms and conditions contained in said mortgage deed, become and is due and payable, and the conditions contained in said mortgage deed have been broken and said mortgage has become absolute and ought to be foreclosed.

That said defendant, George W. Handley and wife, by deed in fee simple conveyed said real estate to said defendant, James W. Jackson, subject to plaintiff's mortgage however; that said defendant, Mary B. Jackson, is the wife of said defendant James W. Jackson; that defendants, Will J. Dennbury and O.M. Scott & Brother, a partnership as aforesaid, each claim some lien upon or interest in said real estate by reason of foreign executions cause by them to be levied thereon; that said defendant, L.A. Dixon, claims to be a tenant on a portion of said premises; that said Mary B. Jackson claims contingent dower in said real estate; that said George W. Handley claims to hold a mortgage on said real estate filed in the office of the County Recorder of Miami County, Ohio, on the 11th day of March, 1895, and recorded in Volume , page , but plaintiff avers that the interests, if any, of each and all the said defendants named in this petition in said real estate are each inferior and subordinate to plaintiff's interest therein under its said mortgage hereinbefore described and plaintiff prays that each and every of said defendants named herein may be served with summons herein and be compelled to set up their respective interests in or liens upon said real estate, or be forever barred and cut off from asserting the same.

That there is due and owing plaintiff from said defendants, James W. Jackson and George W. Handley, on said principal note for $2500.00 the sum of $2536.50, with interest thereon from the 23rd day of August, 1897, at the rate of 8% per annum, payable semi-annually.

Plaintiff further says that said defendants, James W. Jackson and George W. Handley, have each failed to pay the taxes accruing on said real estate for the past several years; that said taxes so unpaid now amount to something more than $200.00; that the residence on said premises has been permitted to burn down and be destroyed; that the remaining building thereon is falling into decay for want of attention; that the fences on said real estate are in bad state of repair; that said real estate is probably insufficient to pay the indebtedness owing plaintiff as set up herein, and the taxes on said premises; that said defendant James W. Jackson does not reside on said premises, but entrusts the same to tenants, who, by reason of bad farming, are seriously impairing the value of said real estate.

Wherefore plaintiff prays that the Court may take into account its said note for $2500.00 and said mortgage securing the same, and find the amount due it thereon; that said mortgage may be foreclosed; that said premises may be sold by the Sheriff of Miami County, Ohio, under an order of sale; that the proceeds of said sale may be applied toward the payment of the costs of this action, the unpaid taxes on said real estate and plaintiff's said mortgage claim; that a receiver may forthwith be appointed herein to take charge of said real estate and the crops thereon, that said receiver may lease so much of said real estate as he may deem best to tenants for the purpose of saving current crops thereon, but for no longer time, that he may care for and preserve them, and protect said real estate generally during the pendency of this litigation, and that he may hold all money received from the sale of the crops, to abide the further orders of this Court and for such other and further relief as may be just and proper.

John J. Crosbie
Attorney for Plaintiff.

State of Ohio, Franklin County, ss.

John J. Crosbie, being first duly sworn on oath says that he is the duly authorized attorney of plaintiff, The Michigan Mutual Life Insurance Company; that said plaintiff is a foreign corporation and that the facts stated and allegations in the foregoing Petition are true, and that this affidavit is made as well for procuring the appointment of a receiver herein as for the verification of this pleading and further affiant says not.

John J. Crosbie

Sworn to before me by said John J. Crosbie and by him subscribed in my presence this 28th day of September, 1898.

N.B. Collins

(seal)

Notary Public, Franklin County, Ohio.

To the Clerk:

Precipe

Pleas issue summons for defendants, James W. Jackson, Mary B. Jackson, his wife, Direct to the Sheriff of Delaware County, Ohio, made returnable according to law.

Issue summons for Will J. Dunnbury, direct to the Sheriff of Franklin County, Ohio, made returnable according to law.

Issue summons for defendants, George W. Handley, O.M. Seitz & Brother and L.A. Dixon, direct to the Sheriff of Miami County, Ohio, made returnable according to law.

Sheriff's Return

Indorse each summons: "Action for equitable relief."

John J. Crosbie

Attorney for Plaintiff, The Michigan Mutual Life Insurance Company.

On the 28th day of September A.D. 1898, the following summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Miami County, ss.

To the Sheriff of said County:

You are hereby commanded to notify George W. Handley, O.M. Seitz & Brother and L.A. Dixon, that they have been sued by The Michigan Mutual Life Insurance Company, in the Court of Common Pleas of Miami County, and must answer by the 29th day of October 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 October A.D. 1898.

Witness my hand and the seal of said Court, this 28th day of September A.D. 1898.

(seal)

J.N. Gunckel Clerk

By Jno. A. Gunckel Deputy.

Sheriff's Return

Indorse "Action for Equitable Relief."

Afterward on the 30th day of September A.D. 1898, the Sheriff of Miami County returned same into the Clerk's office in said County which return is as follows:

The State of Ohio, Miami County.

Received this writ September 28th 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 O.M. Seitz who is senior member of the firm of O.M. Seitz & Brother, and L.A. Dixon personally; to George W. Handley by leaving a copy at his usual place of residence on September 29th, 1898.

Sheriff's Fees	$	cts
Service & Return		80
Mileage	3	36
Copies		45
Total	4	61

J. Ed. Robinson

Sheriff.

Summons

On the 28th day of September A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Miami County.

To the Sheriff of Delaware County:

You are commanded to notify James W. Jackson and Mary B. Jackson his wife, that they have been sued by the Michigan Mutual Life Insurance Company, in the Court of Common Pleas of Miami County and must answer by the 29th day of October 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 October A.D. 1898.

Witness my hand and the seal of said Court, this 28th day of September A.D. 1898.

Seal

J.N. Gonell Clerk
By Jno A. Gonell Deputy

Sheriff's Return

The State of Ohio, Delaware County.

Sheriff's Fees	$	cts
Service & Return		65
Mileage	1	20
Additional Defts.		15
Docket		12
Copy		33
Total	2	45

Received this writ September 29th, 1898. A.D. 1898 at 9 O'clock A.M. and served same, by delivering to Mary B. Jackson personally a true and duly certified Copy of this writ with all the indorsement thereon, and by leaving for James W. Jackson at his usual place of residence a true and certified Copy of this writ with all the endorsements thereon.

Stephen P. Thrall Sheriff
By Edward D. Rugg Deputy Sheriff.

Summons

On the 28th day of September A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Miami County.

To the Sheriff of Franklin County:

You are hereby commanded to notify Will J. Dusenbury that he has been sued by the Michigan Mutual Life Insurance Company in the Court of Common Pleas of Miami County and must answer by the 29th day of October 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 October A.D. 1898.

Witness my signature and the seal of said Court, this 28th day of September A.D. 1898.

Seal

J.N. Gonell Clerk
By Jno A. Gonell Deputy.

Afterward on the 7th day of October A.D. 1898, the Sheriff of Franklin County returned said writ to the Clerk's office in said Miami County, which return is as follows:

Sheriff's Return

The State of Ohio, Franklin County.

Sheriff's Fees	cts
Service & Return	25
Mileage	80
Docket &c.	20
Copy	20
Total	$1 45

Received this writ September 29th A.D. 1898, at 8 O'clock A.M. and on Oct 3rd, 1898, I served the same by personally handing a true and duly certified copy of this writ with all the indorsements thereon to the within named defendant Will J. Dusenbury.

Wheeler J. Yeomy Sheriff
By Thurman Thompson Deputy.

On the 28th day of September A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7-5-97

The Michigan Mutual Life Insurance Company a corporation
vs
James W. Jackson, et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard for the appointment of a receiver herein, and was heard on the petition and submitted to the Court: on consideration whereof, the Court doth find that the taxes on said real estate have not been paid for several years; that said real estate is in danger of being materially injured and wasted; that the same is probably insufficient to pay the taxes and plaintiffs mortgage claim and that said application for a receiver should be granted: it is therefore ordered that J. Ed Robinson as Sheriff of Union County, Ohio, be forthwith appointed receiver herein to take possession of said real estate, and every portion thereof, as well as the crops growing thereon, and he is hereby appointed that he may lease the same from time to time during the pendency of this litigation for the purpose of having current crops sown on such portions of said real estate as he may deem best; that he preserve, care for and protect said premises and that the moneys may received from the same as receiver to abide the further order of this Court.

Approved
D. Dow, Judge.

Receipt 7-5-97

Afterward on the 10th day of December A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7-5-97

The Michigan Mutual Life Insurance Company
vs
James W. Jackson et al

Court of Common Pleas
Union County, Ohio.

Order of Sale

This day this cause came on to be heard on the petition of plaintiff and the evidence; the defendants and each of them having been duly and legally served with notice of the pendency of this suit and each being duly and properly before the Court and each and all of said defendants being in default for answer, demurrer or other pleading and was submitted to the Court; on consideration whereof the Court do find that each of said defendants have had due and legal notice of the pendency of this proceedings, each having been duly served with summons herein, and that each and all of them are in default for answer, demurrer or other pleading, and further finds that the allegations in the petition contained are by said defendants, and each of them, confessed to be true, and that there is due said plaintiff, The Michigan Mutual Life Insurance Company, on the promissory note described in the petition, and on said mortgage securing the same, including interest as claimed in said petition, to this 10th day of December, 1898, the sum of twenty-eight hundred and one and 96/100 ($2801.96) dollars.

The Court further finds that in order to secure payment of the indebtedness of $2500.00, with interest in accordance, as described in the petition, said George W. Handley and Catherine Handley, his wife, executed and delivered to plaintiff their certain mortgage deed in the form and manner as in the petition described, and on the premises therein described; that said mortgage executed and delivered as aforesaid was, on the 4th day of March, 1899, at 12:00 O'clock M. duly filed for record in the office of the County Recorder of Union County, Ohio, and was afterwards by him recorded in Libor 27, page 460 of the Mortgage Records in said office, and that said unpaid indebtedness above found due it, secured by said mortgage, is valid, subsisting, and subsisting taxes, the first and best lien on the real estate in the petition described.

It is therefore considered, adjudged and decreed that unless the said defendants named in said petition, or either of them, shall, within five (5) days from the filing of this decree pay, or cause to be paid, to the Clerk of this Court, the costs of this case taxed at $ and to the plaintiff

said sum of $2801.96, found due it as aforesaid, with interest thereon from the 10th day of December, 1898, according to the terms of said mortgage deed, that the equity of redemption of said defendants, and each of them, in said real estate, shall be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and bring the proceeds of such sale into Court to await its further orders. It is further ordered that said Sheriff in selling said land sell with it the landlord's share of the wheat now growing thereon, and owned by the Receiver herein.

Approved.

Dow, Judge.

On the 20th day of December A.D. 1898, the following Precipe was filed with the Clerk of this Court, to-wit:

Precipe 7597

The Michigan Mutual Life Insurance Company to James W. Jackson et al

Court of Common Pleas Union County, Ohio.

To the Clerk:

Please issue Order of Sale in the above entitled action.

Lew L. Crosbie
Attorney for Plaintiffs.

On the 20th day of December 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 Marysville, in said County of Union, on the 10th day of December, 1898, The Michigan Mutual Life Insurance Company obtained a Judgment and Decree against James W. Jackson et al for the sum of $2801.96 and $27.67 costs of suit. And whereas, it was then and there by the Court ordered, adjudged and decreed, that the said James W. Jackson, within 5 days from the 10th day of December A.D. 1898, pay into the said The Michigan Mutual Life Insurance Company the said sum of $2801.96, with interest from the 10th day of December, 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 five days aforesaid have fully expired, and the said sum of $2801 96/100 and costs aforesaid, have not been paid, or any part thereof, as appears to us of record;

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

In Va. Military Surveys 10938 and 14639, and bounded and described as follows, to-wit:

Beginning at a stone in the North west corner of Survey No. 14639, and running thence South Nine (9) degrees East Eighty-three and 9/10 (83 9/10) poles to a stake from which a Black oak Six (6) inches in diameter bears North Forty Six and 1/2 (46 1/2) degrees West Twenty-two (22) links distant. Thence North Eighty-two (82) degrees East two hundred and twenty two and 57/100 (222 57/100) poles with the North line of J. Co. Hoover's land to a stone in the East line of Survey No. 10938, also in Township line; thence North ten and 1/2 (10 1/2) degrees west Eighty-three and 9/10 (83 9/10) poles with the Township line to a stone in the center of the County Road; thence South Eighty-two (82) degrees west two hundred and twenty and 3/10 (220 3/10) poles with the South line of D. Longbrake's land to the place of beginning, containing One Hundred and Sixteen and 1/100 (116 1/100) acres of land

We, therefore command you, that You proceed to carry said order, judgment and decree into execution agreeably to the true 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 20th day of December A.D. 1898.

(Seal)

J.N. Gould Clerk.

On the 21st day of January A.D. 1899, the Sheriff of said County returned said writ to the Clerk's office in said County indorsed as follows, to-wit:

Sheriff's Fees			
Service			25
Levy			25
Exam. Appraisers		1	00
Swear. "			25
Writing Appraisal			25
Copy of "			25
Notice to Printer			25
Writing Notice			25
Mileage		3	20
Poundage		30	76
Return			25
Revenue Stamps		3	60
Sheriff's fees as Rec.		5	00
Total		45	56
Appraisers' Fees		3	00

Sheriff's Return

Sheriff's Return

The State of Ohio, }
Union County, ss, }

In obedience to the command of the Order of Sale hereto annexed, I did, on the 20th day of December, 1898, Summon J. E. Harriman, G. Longberry and C. F. Field, 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 20th day of December 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 Thirty One Hundred and Ninety-two & 76/100 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 21st day of December, 1898, 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 January A.D. 1898, at One O'clock P.M. of said day.

Entry 7-5-97

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 21st day of January 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 George B. Handley, who bid for the same the sum of Thirty Hundred and Seventy Six & 6/100 Dollars, and said sum being more than two-thirds of the appraised value thereof, and said George B. Handley 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 Thirty Hundred and Seventy-Six & 6/100 Dollars,

Answer and Cross-Petition of Geo. W. Handley 7-5-97

J. Ed Robinson Sheriff.

On the 19th day of January A.D. 1899, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Sheriff's Sale 7-5-97

The Michigan Mutual Life Insurance Company }
vs } Court of Common Pleas
James W. Jackson et al } Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, January 21, 1899, at or about the hour of one O'clock P.M. on said day, the following described real estate to-wit:

Situated in the Township of Washington, County of Miami, and State of Ohio, and bounded and described as follows: On Virginia Military Survey Nos. 10938 and 14639, and bounded as follows: Beginning at a stone in the northwest corner of Survey No. 14639 and running thence south nine (9) degrees, east eighty-three and nine-tenths (83 9/10) poles from witness a bur oak six (6) inches in diameter bears north forty-six and one-half (46 1/2) degrees, west twenty-two (22) links distant; thence north eighty-two (82) degrees, east two hundred and twenty-two and fifty one-hundredth (222 50/100) poles, with the north line of J. C. Howe's land to a stone in the east line of Survey No. 10938, also in Township line; thence north ten and one-half (10 1/2) degrees, west eighty-three and nine-tenths (83 9/10) poles to the Township line to a stone in the center of the County road; thence south eighty two (82) degrees, west two hundred and twenty and three-tenths (220 3/10) poles with the south line of D. Longsdorf's land to the place of beginning containing one hundred and sixteen and one-one-hundredths (116 1/100) acres of land.

Appraised at $27.50 per acre.

Terms of Sale cash.

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

Dec. 21, 1898.

The State of Ohio, Miami County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Bradford Tribune" a newspaper of general circulation in the County of Miami, the first publication beginning with December 21, 1898.

W. S. Shearer.

Sworn to and subscribed before me this 19th day of January, 1899.

(seal) J. N. Gossett Clerk

On the 2nd day of January A.D. 1899, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7-5-97

The Michigan Mutual Life Insurance Company vs James W. Jackson et al | Court of Common Pleas, Miami County, Ohio.

Leave granted Geo. W. Handley to file answer within 5 days.

James E. Robinson, Attorney for Handley

On the 6th day of January A.D. 1899, the following Answer and Cross-Petition was filed with the Clerk of this Court, to-wit:

Answer and Cross-Petition of Geo. W. Handley 7-5-97

The Michigan Mutual Life Insurance Company vs James W. Jackson et al | Court of Common Pleas, Miami County, Ohio.

The defendant George W. Handley alleges that on the 1st day of April 1892, the defendant James W. Jackson executed and delivered to him his certain promissory note in the words and figures following, to-wit:

"$85 67/100 Richmond, O. Dec. 1, 1892.

One year after date I promise to pay to the order of Geo. W. Handley Eight hundred and fifty-four 67/100 Dollars, at Bank of Richmond, Value received with interest at six per cent from date.

J. W. Jackson."

Which note has the following endorsements on it, Dec. 2, 1893. On consideration of the fact that I failed to pay the interest when due I agree to pay eight per cent interest on said

note from the 1st day of Dec. 1893, when said note became due until paid."

J. W. Jackson."

Interest paid to Aug. 1," 1894." Feb. 18" 1895. Received on the within Ten Dollars." April 18" 1895. Received on the within note Twenty-five Dollars." Jan. 11" 1896. Received on the within note Forty two Dollars and fifty cts." Aug. 16" 1898. Received on within $175-00."

That there are no other endorsements or payments thereon.

To secure the payment of said note the said J. W. Jackson executed and delivered to the said George W. Handley a mortgage deed on the lands described in the plaintiff's petition, which said mortgage deed contains contained the following condition," Provided nevertheless that whereas the said James W. Jackson has executed and delivered to said Geo. W. Handley as part payment of purchase money of above described premises his certain promissory note of even date herewith calling for eight calling for eight hundred and fifty-four & 67/00 Dollars on December 1st 1893, with 6 per cent interest from Dec. 1st, 1892: now if said Jackson well and truly pay or cause to be paid said note and interest thereon when due then these presents shall be void."

That said James W. Jackson has not paid said note and mortgage as provided for and said mortgage deed has become absolute and is next to the claim of the defendant and the costs and taxes the first and best lien on said premises.

The said George W. Handley therefore prays that of said lands be sold as prayed for in plaintiff's petition, that out of the proceeds of said sale after the plaintiffs have been paid and the taxes and costs of this suit have been paid the said George W. Handley's claim as above set forth may be paid and for such other relief as may be just and equitable.

Jas E. Robinson

Atty. for Geo. W. Handley

The State of Ohio, Union County, ss.

Jas. E. Robinson being duly sworn says he is the attorney for the said Geo. W. Handley in the premises duly authorized, that said action is founded on a written instrument for the payment of money and that said instrument is in his possession and that he believes the allegations of said petition are true.

Jas. E. Robinson

Sworn to and subscribed before me this 6th day of January, 1899.

(Seal)

John A. Grosvenor Deputy Clerk

Entry 7-5-97

On the 21st day of February A.D. 1899 the following Entry was filed with the Clerk of this Court, to-wit:

The Michigan Mutual Life Insurance Company vs James W. Jackson et al — Court of Common Pleas, Union County, Ohio.

Leave is this day granted plaintiff to file Supplemental Petition herein and same filed.

Supplemental Petition 7-5-97

On the 21st day of February A.D. 1899 the following Supplemental Petition was filed with the Clerk of this Court to-wit

The Michigan Mutual Life Insurance Company vs James W. Jackson et al — Court of Common Pleas, Union County, Ohio.

Now comes plaintiff and by leave of Court first obtained for to do files this its supplemental Petition herein and says:

That it hereby ratifies and reaffirms all the allegations contained in its original petition, and says that since the filing thereof said defendant, James W. Jackson, wholly neglected, failed and refused to pay the sum of $293.58, being the State, County and municipal taxes assessed against the real estate in the petition described for the years 1896, 1897 and 1898, and that by reason of his said failure, neglect and refusal to pay said taxes said lands were forfeited to the State of Ohio for the non-payment thereof, and that plaintiff in order to protect its mortgage lien and to have said lands restored to the duplicate in the name of the proper owner, James W. Jackson, was compelled to pay said sum as taxes aforesaid, and did pay said amount to the Treasurer of Miami County, Ohio, on the 28th day of January 1899, no part of which has been repaid to plaintiff.

That there is due plaintiff on its said mortgage in this behalf, the additional sum of $293.58 paid as taxes aforesaid, with interest thereon from the 28th day of January, 1899, and plaintiff avers that the same is a valid, and first and best lien on said real estate in the petition described.

Wherefore plaintiff prays that in addition to the relief asked for in its original petition herein, that this Court take said account said claim or paid for taxes, declare the same to be a first and best lien on the said real estate and out of the proceeds of the sale thereof to order said sum repaid to plaintiff, and for such other and further relief as may be proper.

John J. Crosbie
Attorney for Plaintiff.

State of Ohio, Franklin County ss.

John J. Crosbie being first duly sworn on oath, says that he is the attorney of plaintiff herein, The Michigan Mutual Life Insurance Company duly organized in the premises; that said plaintiff is a foreign Corporation and that the facts stated and allegations contained in the foregoing Supplimental petition are, as he believes, true.

Sworn to before me by John J. Crosbie and by him subscribed in my presence this 16th day of February A.D. 1899.

John H. Arnold
Notary Public, Franklin County, Ohio.

(seal)

Afterward on the 21st day of February A.D. 1899 the following Entry was filed with the Clerk of this Court, to-wit:

The Michigan Mutual Life Insurance Company
vs
James W. Jackson et al

Court of Common Pleas
Miami County, Ohio.

Entry
73-97

This day this cause came on further to be heard and thereupon on 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 said proceedings of said sale of and by said Sheriff had and made being fully satisfied, and it appearing that the same have been had in all respects in conformity to law and the former order and decree of the Court: and the Court being satisfied of the legality of such sale, it is therefore now by the Court here ordered, adjudged and decreed that said proceedings and sale be, and the same are hereby, in all things approved, ratified and confirmed.

It is further ordered and decreed by the Court that said Sheriff convey to the purchaser at such sale George B. Handley, by good and sufficient deed in fee simple, according to law, the lands and tenements so sold to him, and said purchaser is hereby subrogated to each and all the rights of each and all the rights lienholders, plaintiff and defendants herein, in and to said premises, so far as they may be paid herein, for the protection of his title and a writ of possession is hereby awarded to put the said purchaser in full and complete possession of said real estate, and every part thereof.

And the Clerk of this Court is hereby ordered to enter on the proper records thereof in the County Recorders Office in and for Mercer County, Ohio, cancellation of the mortgage of plaintiff herein and on, as well as of the mortgage to George W. Handley, filed in the office of the County Recorder of Mercer County, Ohio, on the 11th day of March, 1895, as averred in the Petition,

And the Court coming now to distribute the proceeds of said sale, amounting to $307.62½, finds, adjudges and decrees that the liens upon said premises, and now upon said fund, amount at this time to the amounts herein set forth respectively, and stand in the order of priority as hereinafter set forth and should be paid accordingly, and said Sheriff is hereby ordered and directed out of said fund to pay:

1: The costs herein taxed at $99.54, including $5.00 compensation to the Receiver, J. Ed Robinson, herein, and also including $5.00, which amount was expended by said Receiver in the matter of repairing the fence on said premises -- said Receiver using his own money for the purpose.

2: To plaintiff, The Michigan Mutual Life Insurance Company, taxes by it paid on said premises, as set up in its Supplemental Petition herein, which taxes, with interest, amount at this date to $293.78, and the Court finds in this behalf that said facts and allegations set up in said Supplemental Petition are true, and that said plaintiff has the first and best lien on said land for said taxes so paid.

And it is agreed by the purchaser herein that said taxes due June 20th, 1899, shall not be paid out of the purchase money herein, but shall be and remain a lien on said land, said purchaser to assume the same.

3: To plaintiff, The Michigan Mutual Life Insurance Company, the balance of the money in said Sheriff's hands, to-wit: the sum of $268.33, to be applied on its decree heretofore entered herein.

And the Court finds there is still due plaintiff, The Michigan Mutual Life Insurance Company on its mortgage claim herein the sum of $223.35, execution therefor is awarded against said defendant George W. Handley.

The Court further finds that said J. Ed Robinson, a Receiver of said property, has received no rents or profits or funds whatsoever from said premises, but has rendered services as such Receiver for which he should receive compensation in the sum of $5.00, and has expended money in the sum of $5.00, as hereinbefore stated, which report of said Receiver the Court hereby approves and confirms, and said Receiver is discharged from all further obligations in the premises.

It is further ordered that the Landlords share of Wheat grown on said premises in the fall of 1898, sown by Receiver herein under contract with D. A. Dixon is to be the property of the purchaser of said premises, and said Receiver to release said contract of lease to said purchaser.

Attest

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

Petition
7604

Affidavit
7604

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 January, A.D. 1899; on the 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore, to-wit, on the 24th day of October A.D. 1898, Ollie C. Price filed in the Clerks office of the said Court of Common Pleas, the following Petition against James H. Price, to-wit:

Petition 7604

Ollie C. Price
vs
James H. Price

Court of Common Pleas
Union County, Ohio.

Plaintiff has been a resident of the State of Ohio, for more than a year last past and now has a bona fide residence in the County of Union.

On or about March 24th, 1887, at Delaware County, Ohio, she was married to the defendant; The following children were born of such marriage: Clara, aged 10 years; Edward, aged 9 years; Ethel, aged 7 years; James Leroy, aged 4 years; Osie, aged 2 years.

Defendant for more than three years last past has failed and will fully neglected to provide adequately for the support of plaintiff or to treat her with ordinary respect, and has habitually abused the plaintiff with profane and indecent language, making her life miserable, throughout said period he has been an able bodied man and capable of earning a good living for his family.

For more than a year last past the defendant has failed and will fully neglected to provide the plaintiff with the common necessaries of life so that she has been compelled to live upon the charity of friends and her own efforts, and he has provided nothing whatever for her support or that of his family.

Over a year ago, defendant, with a view to abandoning his family, converted his personal property into money, amounting to about $300, and sold a part of his real estate, and with all the available proceeds left this County, and the plaintiff and said children without any means of support, and with the avowed intention of not returning, and has not since attributed anything for their support.

The lands he left undisposed of were so encumbered that plaintiff can realize little or nothing from them, and has not been able thus far to collect any of the alimony decreed to her in a former suit in this Court.

The plaintiff prays that she may be divorced from defendant and that the custody of said children and reasonable alimony may be decreed to her, and that she may have alimony pending this suit and such other and further relief as equity may require.

Ollie C. Price

J. B. Cole, Attorney for Plaintiff.

On the 21st day of January A.D. 1899 the following Affidavit was filed with the Clerk of this Court, to-wit:

Affidavit 7604

Ollie C. Price
vs
James H. Price

Court of Common Pleas
Union County, Ohio.

The State of Ohio, Union County, ss.

Ollie C. Price, the plaintiff being sworn says that the residence of the defendant is unknown and can not with reasonable diligence be ascertained.

This cause is one of those mentioned in Section 5048 of the Revised Statutes of Ohio.

Ollie C. Price.

Sworn to and subscribed before me this 5th day of January 1899.

(seal)

F. A. Thompson
Notary Public.

Notice

On the 21st day of January A. D. 1899 the following Notice was filed with the Clerk of this Court, to-wit:

James H. Price whose place of residence is unknown, will take notice that on the 24th day of October 1898, Allie C. Price filed her petition in the Common Pleas Court of Union County, Ohio, being case No. 7604, praying for a divorce from said James H. Price and alimony on the grounds of gross neglect of duty and other grounds, and that said case will be for hearing on and after six weeks publication, commencing October 27, 1898.

Allie C. Price

J. B. Cole, plaintiff's Attorney.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 weeks consecutively in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with Oct. 27, 1898.

A. J. Hare.

Sworn to and subscribed before me this 5th day of January, 1899.

(seal)

Robt. McHenry
Notary Public

Petition 7607

On the 23rd day of January A. D. 1899 the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7604

Allie C. Price
to
James H. Price

In the Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff by J. B. Cole her Attorney, and the defendant having been legally summoned by publication, the Court find that the allegations there of are confessed by him to be true. The Court also find that the plaintiff, at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty for more than three years toward plaintiff, and by reason there of 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 Allie C. Price and James H. Price be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children, to-wit: Clara, Edward, Ethel, James Leroy and Ollie of the parties hereto be, until the further order, confided to the said Allie C. Price, and the said James H. Price is hereby enjoined from interfering in any manner with either of said children, or with Allie C. Price in the custody, care, education and morals of them until further order of this Court. And the plaintiff is allowed as reasonable alimony the sum of $300,00, payable within ten days from the entry of this decree and execution is awarded for the collection of said sum when five days is over due. and it is further considered by the Court that the said Allie C. Price recover from said James H. Price costs herein expended, and it is ordered that the plaintiff pay the costs of this prosecution.

Attest,

J. N. Gosnell Clerk
By Jno. 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 January, to-wit: on the 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety-Nine.

Be it remembered that heretofore to-wit, on the 28th day of October A.D. 1898, James C. LaRue filed in the Clerks office of the said Court of Common Pleas, the following Petition against Mary Fenner et al, to-wit:

Petition 7607

James C. LaRue

vs

Mary Fenner and Hezekiah Fenner her husband and the unknown heirs of Sarah Haines, decd.

Court of Common Pleas
Union County, Ohio.

The plaintiff says: That on or about the Fourteenth day of January A.D. 1873 one Mary M. Tarpenning died, unmarried and intestate, seized of the following described premises, Viz: Situate in the Village of Irwin, County of Union and State of Ohio, Beginning at a stone which is N. 58° W. 2 poles from Tarpinning's south west corner across the alley; thence N. 58° W. 9¾ poles to a stone; thence N. 32° E. 16½ poles to a stone; thence S. 58° E. 9¾ poles to a stone; thence S. 32° W. 16½ poles to the beginning containing One acre, and being part of Survey No. 4785, original proprietors Stanton and Bailey.

That said Mary M. Tarpenning died without issue, leaving as her sole heirs and legal representatives the following persons, Viz: Boland H. Griswold, Horace Griswold, Sylvia N. Brown, Alice R. Jones and the unknown heirs of Sarah Haines, deceased.

That on November 5th 1881, all of said heirs, except the said unknown heirs of Sarah Haines, deceased, sold and conveyed their interest in said premises to Geo. W. Plimell by deed recorded in Volume 53 page 178 of the Records of Deeds of Union County, Ohio. That said Plimell and his wife conveyed the undivided five sixths of said premises to John F. Brimley by deed dated October 21st, 1886, and recorded in Volume 58, page 490 of said Records of Deeds.

That said Brimley, who was an unmarried man, sold and conveyed said premises to O.W. McAdow, by deed dated May 18th, 1887, and recorded in Volume 61 page 286 of the said Records of Deeds. That said McAdow and wife sold and conveyed said premises to S.D. Elliott by deed dated May 18, 1888, and recorded in Volume 61 page 627 of said Records of Deeds.

That said Elliott and wife sold and conveyed said premises to Mary Fenner by deed dated November 29, 1890, and recorded in Volume 67 page 22 of said Records of Deeds.

All of said premises so sold and conveyed as aforesaid was the undivided five-sixths of the premises hereinbefore described.

Said Mary Fenner and Hezekiah C. Fenner her husband, sold and conveyed to said plaintiff, James C. LaRue the following part of said premises, viz: Situate in the Village of Irwin, County of Union and State of Ohio, Part of Survey No. 4785, and bounded and described as follows; Being two-thirds (⅔) of an acre off the south end of the following premises viz: Beginning at a stone, which is N. 58° W. 2 poles from Ransom Tarpenning's south west corner across the alley; thence N. 58° W. 9¾ poles to a stone; thence N. 32° E. 16½ poles to a stone; thence S. 58° E. 9¾ poles to a stone; thence S. 32° W. 16½ poles to the place of beginning, Containing One (1) acre.

Said lot is bounded on the North by the balance of the lot of which said ⅔ of an acre is part, on the east by an alley and on the South and West by the lands of A. A. Hills heirs, (formerly George Caldwell).

Plaintiff says that he is seized of an estate in fee simple of the undivided five-sixths of said two-thirds of an acre above described.

That said Mary Fenner is seized of an estate in fee-simple of the undivided five-sixths of said one-third of an acre above described, and that the unknown heirs of Sarah Harris dec'd are seized of an estate in fee-simple in the undivided one-sixth of both of said tracts.

Plaintiff further says, that both he and said Mary Fenner have made lasting and valuable improvements upon said premises, and that it would be inequitable and unjust for said unknown heirs aforesaid to reap the benefits of the time and money expended by them or either of them in said improvements aforesaid.

Plaintiff therefore desiring to hold his part in severalty prays that partition be made of said premises as provided by law, and that in making such partition the interest of said defendants, the said unknown heirs of Sarah Harris be set off and assigned without regard to any benefits accruing upon said premises by reason of the improvements aforesaid, and for all other proper relief in the premises.

John C. Brodrick
Attorney for Plaintiff.

The State of Ohio, County of Miami, ss.

James C. LaRue, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are, as affiant believes, true.

James C. LaRue.

Sworn to by said James C. LaRue before me and signed by him in my presence this 26th day of October, 1898.

A. L. Scott
Notary Public.

(seal)

Waiver. We hereby waive the issuing and service of Summons and enter our appearance herein, this 26th day of October, 1898.

H. C. Fenner
Mary Fenner.

Affidavit for Publication 7607

On the 28th day of October A.D. 1898, the following Affidavit was filed with the Clerk of this Court, to-wit:

James C. LaRue
vs
Mary Fenner and Hezekiah Fenner, her husband & the unknown heirs of Sarah Harris, dec'd.

Court of Common Pleas
Miami County, Ohio.

James C. LaRue, the plaintiff, being first duly sworn, says that the heirs of Sarah Harris, now deceased, are necessary parties to this cause, and that the names and residence of each and all of them is unknown to plaintiff, and can not with reasonable diligence be ascertained, and that this cause is one of those mentioned in Section 5048 of the Revised Statutes of Ohio.

James C. LaRue.

Sworn to by said James C. LaRue, before me and signed by him in my presence this 26th day of October, 1898.

A. L. Scott
Notary Public

(seal)

Legal Notice 7607

On the 2nd day of January A.D. 1899, the following Legal Notice was filed with the Clerk of this Court, to-wit:

Entry 7607

Writ of Partition

Legal Notice
7607

John M. Brodrick, Attorney.

James C. LaRue
vs
Mary Fenner et al

Court of Common Pleas,
Miami County, Ohio.
In Partition.

The unknown heirs of Sarah Harris, deceased, will take notice that on Oct. 28th, 1898, the plaintiff filed his petition for partition in this case in said Court alleging his ownership of the undivided 3/16 of the South 2/3 of the premises hereinafter described and that said unknown heirs aforesaid own the undivided 1/16 of the following described premises, viz: Situate in the Village of Ames, County of Miami and State of Ohio, Beginning at a stone which is north 88° W. 2 poles from Tarpening's southwest corner across the alley; thence north 88° west 9 1/4 poles to a stone; thence north 32° east 16 1/2 poles to a stone; thence south 88° east 9 1/4 poles to a stone; thence south 32° west 16 1/2 poles to the beginning, containing one acre and being part of Survey No. 4735; original proprietors, Martin and Baily. Said Sarah Harris was a sister of Mary M. Tarpening, deceased.

Said unknown heirs are required to answer said petition on or before December 31st, 1898.

The State of Ohio, Miami 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 Miami, the first publication beginning with November 2, 1898.

W. O. Shearer.

Sworn to before me and subscribed in my presence this 2nd day of Jan. 1899.

(seal)

J. K. Bushnell Clerk

On the 3rd day of January A.D. 1899, the following Entry was filed with the Clerk of this Court, to-wit:

Entry
7607

James C. LaRue
vs
Mary Fenner et al

Court of Common Pleas
Miami County, Ohio.

This day this Cause came on for hearing on the pleadings and the evidence, the defendants being in default for answer and demurrer, although duly served with publication as the Statute directs; On Consideration whereof, the Court finds that the allegations of the petition are true; that the plaintiff has a legal right to five-Sixths of the last described estate in the petition described, and is entitled to have said estate apartized as prayed for by him; that said defendant Mary Fenner has the legal right to five-Sixths of the first described estate in said petition described, excepting the part thereof owned by said plaintiff; that said defendants, the unknown heirs of Sarah Harris, deceased own the one-Sixth of the said first described estate in the petition described. It is therefore ordered that a writ of partition be issued to the Sheriff of said County, Commanding him, that by the oaths of William Howard, James N. McElroy and N. H. Johnson, who are hereby appointed Commissioners for the purpose, he cause to be divided and set off to each of said named parties, the portion of said estate to which they are hereby severally found entitled, and of his proceedings, said Sheriff shall make due return.

Brodrick for Plff.

On the 5th day of January A.D. 1899 the following Writ of Partition was issued by the Clerk of this Court, to-wit:

Writ of
Partition.

The State of Ohio,
Miami 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. 1899, in a civil action therein pending (for Partition),

wherein James C. Lakin the plaintiff, and Mary Fenner et al the defendants, You are hereby commanded, that by the oaths of William Howard, James M. McElroy and W. H. Johnson, 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 Orwin, County of Union and State of Ohio,

Beginning at a stone which is N. 58° W. 2 poles from Tarpmig's west corner across the alley; thence N. 58° W. 9¾ poles to a stone; thence N. 32° E. 16½ poles to a stone; thence S. 58° E. 9¾ poles to a stone; thence S. 32° W. 16½ poles to the beginning, containing One acre, and being part of Survey No. 4736, original proprietors Stanton and Bailey. among the persons named herein, and in the following proportions, to-wit:

To the Heirs of Sarah Harris, decd. the one-Sixth part.

But if the 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 you distinctly certify, under your hand, to our said Court forthwith.

Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 3rd day of January A.D. 1899.

Seal

J. R. Gimell Clerk

By Wm A. Gimell Deputy.

On the 7th day of January A.D. 1899 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	1	60
Executing Writ	1	00
Swearing Com		25
Report "		25
Return		25
Total	3	60

As commanded by the foregoing writ of partition, I have executed the same by the oaths of Wm Howard, J. M. McElroy and W. H. Johnson, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 7th day of January A.D. 1899,

Silas Harris Sheriff

By J. Ed. Robinson Deputy

Seal

Commissioners Report.

Commissioners Fees	$	cts
Wm Howard	1	00
J. M. McElroy	1	00
M. H. Johnson	1	00
Total	3	00

The State of Ohio, Union County, ss.

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, do make partition as follows:

And upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at Twelve hundred and seventy Dollars.

One Acre land	$250.
House No. 1	500.
" " 2	250.
Barn " 3	100.
Ice House No. 4	25.
Mill Stand " 5	125.
Out Door Sellar 6	20
	1270

Given under our hands this 7th day of January A.D. 1899

William Howard
J. M. McElroy
M. H. Johnson
} Commissioners.

On the 18th day of January A.D. 1899 the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7607

James C. LaRue

to

Mary Fenner et al

Court of Common Pleas
Miami County, Ohio.

This day this cause came on to be heard on the report of the Sheriff and Commissioners of their proceedings under the writ of partition herein, and the same was submitted to the Court upon the said return and evidence; on consideration whereof the Court finds that said proceedings have been in all respects correct and lawful, and the same are approved and confirmed.

The Court further finds that the said improvements on the said premises were placed thereon by said plaintiff and defendant Mary Fenner, or by those under whome they claim, and that the said unknown heirs of said Sarah Harris, deceased, are only entitled to their interest in said premises without regard to any improvements thereon.

And it appearing that said estate cannot be divided by metes and bounds, without injury to the value thereof, and the plaintiff having elected to take the said premises at the valuation returned by the Commissioners, the said estate is hereby adjudged to him.

And it is ordered that, on his making payment to the Sheriff of his proportion of the Costs of this action, and also in cash, the proportion of said valuation due to each of the other parties as hereinfore determined, said Sheriff shall execute and deliver to him a good and sufficient deed of said premises.

And it is ordered that the proceeds of such sale be distributed by the Sheriff as follows:

First: In payment of the costs of this action, including a fee of $25.00 for John M. Brodrick, Attorney for plaintiff, for his services herein taxed at $3-3,72.

Second: To the Sheriff of Miami County, Ohio, on account for the said unknown heirs of Sarah Harris, deceased, the sum of $32.71, being the 1/6 of said sum of $250.00, found due them as aforesaid, less 1/6 of the said costs and Attorney fee.

Third: To the defendant Mary Fenner, the 5/8 of said lot together with the valuation of said House No. 9 amounting in all to $319,44.

Brodrick for Plaintiff.

Attest

J. N. Fosnell Clerk

By Jno A. Fosnell 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 Pugh, Judge of said Court, of the Term of January A.D. 1893: on the 2nd day of January in the Year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore A.D. 1893, on the 19th day of August A.D. 1897, Nannie A. Gray et all, filed in the Clerks office of the said Court of Common Pleas, the following petition against H. E. Conkright, Treas. A.D. 1893:

Court of Common Pleas
Union County, Ohio.

Petition 7421

Nannie A. Gray, C. C. Wharton, L. C. Belfus, W. C. Wharton, Geo. L. Sellers and The Firm of A. E. Platt and D. H. Fry-
vs
H. E. Conkright, Treasurer of Union County, Ohio.

And now comes the said plaintiffs and for cause of action, depose and say: First- That on the 22nd day of June, 1892, a certain Petition purporting to emanate from certain property holders, holding property abutting on South Main Street, in the incorporated Village of Marysville, Ohio, between Fifth Street and the center of Eighth Street, was prepared and signed by said parties under a false interpretation of the Sec. 2307, Revised Statutes of Ohio.

The plaintiffs in this petition for Injunction claim that said Sec. 2307, O.S. requires a representation on said petition for a Street Sprinkling Ordinance for South Main Street in the incorporated Village of Marysville O. between Fifth Street and the center of Eighth Street, of more than two-thirds of the taxable feet front thereon, and complain that said petition made false representations to the Common Council of said Village, in that less than two thirds of the taxable feet front was represented by the owners thereof, and to confirm this declaration of plaintiffs, there is herewith filed a Copy of said petition of June 22, 1892, and an explanatory plat of said South Main Street, between the points named and true as to name of real taxpayers as appears on the Auditors Duplicate of Union County, and corrected as to feet front.

Said petition and explanatory plat are respectfully marked "Exhibit A" and "C" and an Exhibit D showing by diagram the legal and illegal representations on said petition both as to feet front and name of owner of real property therein contained.

Second- The plaintiffs also complains that on the application of said illegal Street sprinkling petition for South Main Street in the Village aforesaid the Common Council of the incorporated Village of Marysville, Ohio, did without warrant of Authority as vested by Sec. 2307, Ohio Statutes, pass an ordinance on the 30th day of June, 1892, known as "An Ordinance to provide for sprinkling with water, South Main Street between Fifth Street to the center of Eighth Street."

3. The plaintiffs again complain that under said Ordinance aforesaid passed without Statutory authority, said Council afore named appointed a Board of Commissioners, not as required by Sec. 2308, Ohio Statutes, but illegally: first, because a legal board cannot exist under an illegal ordinance and second because said board was composed partly of one J. S. Watkins a petitioner on the petition heretofore named, who was not a property holder of property abutting on South Main Street as named, nor does he on said petition legally represent the owner of said property as listed for taxation.

Third- The plaintiffs in this suit also complains, that said board of Commissioners as aforesaid, purporting to exercise authority by appointment of Council aforesaid under Sec. 2308, Revised Statute of Ohio, did illegally fix and assess values on said property as found on the Auditors duplicate of Union County, Ohio, and located on South Main Street, in Marysville,

O. and between Sixth St. and the center of Eighth St. abutting on said Street, and also complain that their successors in office are still continuing their fixing of values in said ordinance marked Exhibit B" and certifying the same illegally to the Village Council of Marysville, O.

Fourth: The plaintiffs complains of the certifying of illegal taxes, as assessed by said board of Commissioners on the property aforesaid abutting on South Main Street in the Village of Marysville, O. by the Council of said Village to the Auditors duplicate of Union County Ohio, whereby the collection of said taxes was made encumbent on the Treasurer of said Union County.

Fifth: The plaintiffs further claim and for cause of complaint say that the said H. E. Conkright, Treasurer of Union County, Ohio, has for the year last past collected said illegal taxes and under protest of some of the property holders on the Street named and within the limits referred to by said Ordinance of June 30" 1892, marked "Exhibit B."

The plaintiffs also complain that the said H. E. Conkright, Treasurer as aforesaid still continues to collect said illegal Street sprinkling tax, certified to the County Auditor aforesaid by the Council aforesaid, under the order of the Board of Commissioners aforesaid, under the illegal petition aforesaid.

The plaintiffs complain that even under this written petition for a revocation of said ordinance by some of the property holders and owners taxed under said ordinance, said taxes are still collected by said County treasurer of Union County, Ohio.

Therefore the plaintiffs now come into this Court of Equity and under Sec. 5048 O. S. ask that the said H. E. Conkright, treasurer of Union County, Ohio be perpetually enjoined from collecting said Street sprinkling taxes levied under the ordinance of June 30, 1892, by the Common Council of Marysville, Ohio, against the resident taxpayers of property abutting on South Main Street in the incorporated Village of Marysville, Ohio, and between Sixth Street to the center of Eighth Street.

The plaintiffs further asks that the said treasurer of Union County, Ohio, pay the costs of this suit together with a reasonable attorney fee out of the general fund belonging to said Village of Marysville.

For the statement of facts as herein contained in this petition the plaintiffs make oath and declare their only recourse is this Court of Equity herein named.

J. V. Stewart Atty. for Plffs.

Sworn to and subscribed by J. V. Stewart in my presence this 19th day of August, A. D. 1897.

(Seal) J. N. Gowell Clerk of Court.

State of Ohio, Union County ss.

Geo L. Sellers, one of the plaintiffs in the above petition, a resident of said Union County and State of Ohio, being duly sworn, says that the facts therein contained are true.

G. L. Sellers

Sworn to and signed before me this 14th day of September A. D. 1897.

(Seal) J. N. Gowell Clerk of Court.

"Exhibit A."

Petition. June 22, 1892.

For Sprinkling South Main Street.

To the Hon. Mayor and Council of the Village of Marysville.

We the undersigned owners of more than two-thirds of the feet front of the property abutting on South Main Street, from Sixth to the line of Main Street at Fleck & Chapman's shop, hereby respectfully petition for the Sprinkling with water said Street within the limits aforesaid, in accordance with Section 2307, 2308, 2309 and 2311 of the Revised Statutes of Ohio, and that the cost and expense thereof be assessed upon the lots and land abutting upon and adjacent thereto, according to the valuation of such lots and lands as listed for taxation, or by the feet front.

Marysville, Ohio, June 22, 1892.

Sprinkling to commence as soon as petition is signed up.

Names of Owners	No. feet	No. Lot.	Side of Street
G. W. Count-	13-9		
J. L. Willems	96		
A. Gray	44		
W. J. Whaylon	30		
J. W. Spears	83		
S. L. Dennis estate of J. M. Winget-	165-		
W. B. Hershey Or Conrad	119		
City Hall. West side			
W. C. Wharton	15		
Fleck & Chapman	178		
Wharton Jewelry Co.	37		
J. W. Robinson	200		
Will Weidman			
Robt. Thompson	80		

Approved W. H. Robb.

Exhibit C.

Plat of Main Street between Sixth Street and the Center of Eighth St. showing location of property owners abutting thereon, their names as they occur on the Auditors Duplicate of Union County Ohio, with No. of feet fronting thereon between the points named.

Remarks.

Sixth

85½ ft. to City Hall — 82½
Josephine M. Thompson
Thos. J. Thompson et al
L. C. Bellus — 82½

Seventh

Nannie A. Gray — 45½
G. W. Count — 16
Ernie C. Wilkins — 41
L. C. Emmert — 41
Fleck & Chapman now Platt & Fry — 178

South Main Street

Street

82½ 47 ft 82½

J. H. Shears
John Applefield
Geo. L. Sellers
Geo. W. Count

Street

73 56 210

Dorcella M. Castle
L. C. Bellus
J. W. Robinson

Eighth Street E.

65

Mrs Tobitha M. Winget

East side frontage 824 ft.

Eighth Street W.

Taxable West side 813 ft.

Total taxable frontage 1637 ft.

Necessary two thirds 1092 ft.
Legal Ammt on feet on petition 702 "
Illegal " " " " 586½ "

Exhibit D.

Showing the names of legal owners on petition and illegal signatures together with the number of feet represented by each on said petition.

Names of Petitioners	Legal	Illegal
George W. Coons	159	
J. L. Wilkins		96
A. Gray		44
L. L. Orris for Estate of T. Wright		165
Will Weidman for R. Thompson		80
W. J. Wharton	30	
J. H. Shearer	82½	
W. B. Hershey for Conrad		119
City Hall		82½
W. C. Wharton	15	
Fry & Ed Word	178	
Wharton Jewelry Co.	37	
J. W. Robinson	200	
	701½	586½

Remarks. A. Gray is husband of Nannie A. Gray; J. L. Wilkins is husband of Emmine E. Wilkins, L. L. Orris only a relative of T. Wright, Will Weidman (Renter of Josephine M. Thompson) W. B. Hershey, Renter of Conrad City Hall (no person in law) but is owned by the Corporation of Marysville, Ohio; even the Wharton Jewelry Co. has no corporate existence and never had.

"Exhibit B."

An Ordinance to provide for sprinkling with water South Main Street between Sixth Street to the center of Eighth Street.

Be it ordained by the Council of the Village of Marysville, Ohio:

Sec. II. That in accordance with the provisions of Section 2307 of the Revised Statutes of Ohio, to provide for the keeping in repair, planting and taking care of shade trees, Sprinkling with water and preserving any shade or fruit trees of which have been injured as herein specified, a written petition thereof, signed by the owners of more than two-thirds of the feet front thereon having been presented to the Council, South Main Street shall be sprinkled with water from Sixth to the center of Eighth St.

Sec. III. For the purpose of such sprinkling, George W. Coons, and Jos L. Wilkins two of the petitioners of said improvement, owning property abutting on such Street between the points designated, shall be and are hereby appointed to Commissioners for a term of three years, who with the Corporation engineer shall constitute a Board under whose supervision and direction such sprinkling shall be done.

Sec. IIII. The cost and expense of such work shall be levied and assessed upon the property abutting on said Street between such points according to law, and the assessing Ordinance shall be enacted to be passed.

Sec. IIV. This ordinance shall take effect and be in force from and after its passage and legal publication. Passed June 30, 1892.

J. H. Kinkade, Mayor.

Louis L. English, Clerk.

I hereby certify that the foregoing Ordinance was published in the Marysville Tribune a newspaper of general circulation, July 6th, 1892. Vol. 43, No. 149.

Louis H. English City Clerk.

Recorded in Ordinance Book P. 382.
Petition found in Record P. 391.

Precipe

To County Clerk:-

Issue Summons returnable in due form to the plaintiffs in petition and subpoena as witnesses the following persons Viz: L. C. Conrad, Will Weidman, J. S. Wilkins, S. L. Irwin, City Hall, most pide and Clerk of Marysville Corporation.

J. V. Stewart, Atty. for Plff.

On the 24th 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 H. E. Conkright, Treasurer, that he has been sued by Nannie Gray, in the Court of Common Pleas of Union County, and must answer by the 25th 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 6th day of September A. D. 1897.

Witness my hand and the seal of said Court, this 24th day of August A. D. 1897.

(seal)

J. V. Conrad Clerk

Endorsed:- "Action for Injunction."

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

The State of Ohio, Union County.

Sheriffs Return

Sheriffs Fees	do
Service & Return	50
Mileage	16
Copy	15
Total	81

Received this writ August 26th 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 H. E. Conkright personally on August 29th, 1897.

J. Ed Robinson Sheriff.

On the 8th day of September A. D. 1897, the following motion was filed with the Clerk of this Court, to-wit:

Motion 7421

Nannie Gray et al
vs
H. E. Conkright, Treasurer &c.

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant and moves the Court to strike from the files of this Court, because the same is not verified as required by Statute.

John M. Brodrick
Attorney for Defendant.

On the 16th day of September A. D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7421

Nannie A. Gray et al
vs
H. E. Conkright, Treas

Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff and by motion asks the Court leave

Entry 7421

Motion 7421

Amended Petition 7421

to amend the pleadings in said cause by affixing the proper jurat with affidavit thereto.
J. V. Stewart, Atty. for Plff.

On the 16th day of September A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit.

Entry 7421

Nannie A. Gray et al
vs
H. C. Conkright Treas. | Court of Common Pleas, Miami County, Ohio.

Defendants motion to strike petition from files, for want of sufficient affidavit, sustained by the Court.

Motion of plaintiff to amend petition by affixing the proper jurat with affidavit thereto granted by said Court.

J. V. Stewart Atty. for Plffs.
Brodrick for Defts.

On the 22nd day of September A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7421

Nannie A. Gray et al
vs
H. C. Conkright, Treas. &c. | Court of Common Pleas, Miami County, Ohio.

And now comes the said defendant and moves the Court to strike from the petition and from the files of this case the exhibits attached to the petition of plaintiff herein, for the reason that the same are not authorized to be or attached by the Statute of this State, and that they unnecessarily cumber the record herein.

John C. Brodrick
Attorney for Defendant.

On the 6th day of October A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7421

Nannie A. Gray, et al
vs
H. C. Conkright, Treas. &c. | Court of Common Pleas, Miami County, Ohio.

This day this cause came on for hearing on motion of the defendant to strike the exhibits from the petition herein, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said motion.

Thereupon plaintiff asked and obtained leave to file an amended petition herein by October 9th, 1897.

J. V. Stewart for Plff
Brodrick for Defs.

On the 9th day of October A.D. 1897, the following Amended Petition was filed with the Clerk of this Court, to-wit:

Amended Petition 7421

Nannie A. Gray et al
vs
H. C. Conkright, Treas. | Court of Common Pleas, Miami County, Ohio.

And now comes the said plaintiffs and for cause of action do say and say. First: That on the 22nd day of June A.D. 1892, a certain Petition purporting to emanate from certain property holders & property abutting on South Main Street, in the Village of Maryville, Ohio, between Sixth Street and the center of Eighth Street was prepared and

signed by said parties, under a false interpretation of Sec. 2307, Revised Statutes of Ohio.

The plaintiffs in this petition for Injunction claims that said Sec. 2307, O.S. requires a representation on said petition for a Street sprinkling Ordinance for South Main Street, in the Incorporated Village of Marysville, Ohio, between Sixth Street and the center of Eighth Street of more than two thirds of the taxable feet front, thereon, and complains that said petition made false representations to the Common Council of said Village, in that less than two thirds of the taxable feet front was represented by the owners thereof.

(Explanatory part of petition and Exhibits A. C. and D. stricken from files by order of Court on Motion)

Second: The plaintiffs also complains that on the application of said illegal Sprinkling for South Main Street in the Village aforesaid, the Common Council of the Incorporated Village of Marysville Ohio, did without warrant of authority, as recited by Sec. 2307, Ohio Statutes, pass an ordinance on the 30th day of June, 1892, known as "an ordinance to provide for sprinkling with water South Main Street between Sixth Street to the center of Eighth Street.

Third: The plaintiffs again complains that under said ordinance aforesaid, passed without Statutory authority, said Council aforenamed appointed a Board of Commissioners, not as required by Sec. 2308 Ohio Statutes but illegally, first because a legal board can not exist under an illegal ordinance, and second because said board was composed partly of one J. L. Watkins, a petitioner on the petition hereinfore named, who was not a property holder of property abutting on South Main Street as named, nor does he on said petition represent the owner of said property as listed for taxation. Motion 7421

Fourth: The plaintiffs in this suit also complains, that said Board of Commissioners, as aforesaid, purporting to exercise authority by appointment of Council aforesaid under Sec. 2308, Revised Statutes of Ohio, did illegally fix and assess values on said property, as found on the Auditors Duplicate of Miami County, Ohio, and located on South Main Street in Marysville Ohio, and between Sixth Street to the center of Eighth Street, and abutting on said Street, and also complain their successors in office, are still continuing their fixing of values for said Street Sprinkling as noted in said ordinance.

D.S. (Excepting part of petition and Exhibit B. stricken out by order of Court on motion) and certifying the same illegally to the Village Council of Marysville, Ohio. Motion 7421

Fifth: The plaintiffs complains of the certifying of illegal taxes as assessed by said Board of Commissioners on the property aforesaid abutting on South Main Street in the Village of Marysville, Ohio, by the Council of said Village to the Auditors Duplicate of Miami County, Ohio, whereby the collection of said taxes was made encumbrent on the Treasurer of said Miami County.

Sixth: The plaintiffs further claim and for cause of action say that the said H. C. Conbright, Treasurer of Miami County, Ohio, has for the year last past, collected said illegal taxes, and under protest of some of the property holders on the Street named, and within the limits referred to by said Ordinance. (of June 30, 1892, (Refusing to Exhibit B. omitted by order of Court on motion). Demurrer 7421

The plaintiffs also complain that the said H. C. Conbright, Treasurer as aforesaid still continues to collect said illegal Street Sprinkling tax, certified to the County Auditor aforesaid by the Council aforesaid, under the order of the Board of Commissioners aforesaid under the illegal petition aforesaid.

The plaintiffs complain that even under their written petition for a correction of said Ordinance by some of the property owners taxed under said Ordinance said taxes are still collected by said County Treasurer of Miami County, Ohio, wherefore the plaintiffs now come into this Court of Equity and under Sec. 5848 O.S. ask that the said H. C. Conbright,

Treasurer of Union County Ohio be perpetually enjoined from collecting said Street Sprinkling Tax as levied under the Ordinance of June 30, 1892. by the Common Council of Marysville, Ohio, against the resident Taxpayers of property abutting on South Main Street in the incorporated Village of Marysville, Ohio, and between Sixth Street to the center of Eighth Street.

The plaintiffs further ask that the said Treasurer of Union County Ohio pay the costs of this suit, together with a reasonable Attorney fee out of the general fund belonging to said Village of Marysville.

J. V. Stewart, Atty. for Plffs.

The State of Ohio, Union County, ss.

W. C. Wharton, being duly sworn says, he is one of the plaintiffs in this action, for which the petition above is written; that the facts therein contained are true, and and reference therein made true as he verily believes.

W. C. Wharton

Sworn to by W. C. Wharton and subscribed in my presence and in my presence at Marysville, Ohio, this 9th day of October A.D. 1897.

(seal)

J. N. Grimell Clerk of Court.

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

Motion 7421 — Vannie A. Gray et al vs H. C. Conkright, Treas. &c. — Court of Common Pleas, Union County, Ohio.

And now comes the said defendant and moves the Court to strike the amended petition herein from the files for the reason that same is not verified as required by the Statutes of the State of Ohio.

John M. Brodrick
Attorney for Defendant

On the 3rd day of January A.D. 1898. the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7421 — Vannie A. Gray et al vs H. C. Conkright Treasurer. — Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiffs, and ask the Court for an affirmative judgment of Injunction on the following grounds viz: Default in pleadings.

On the 4th day of January A.D. 1898. the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer 7421 — Vannie A. Gray et al vs H. C. Conkright Treas. &c. — Court of Common Pleas, Union County, Ohio.

And now comes the said Defendant and demurrs to the petition of said plaintiffs, and for grounds thereof says: that said petition does not state facts sufficient to constitute a cause of action against this defendant.

W. T. Harper Esq
John M. Brodrick
Attorneys for Defendant.

On the 10th day of January A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7421

Nannie A. Gray et al
vs
H.E. Conkright, Treas. ‖ Court of Common Pleas
Miami County, Ohio.

This day this cause came on for hearing on the Demurrer of the defendant to the Amended petition of plaintiffs herein filed and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer.

Thereupon the plaintiffs asked and obtained leave of the Court to file a second Amended petition herein within thirty days.

Brodrick for Defts
J.V. Stewart for Plffs.

On the 17th day of January A.D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7421

Nannie A. Gray et al
vs
H.E. Conkright, Treas. ‖ Court of Common Pleas
Miami County, Ohio.

And now comes the plaintiffs and by their counsel, J.V. Stewart, asks the Court that the demurrer to plaintiffs Amended petition be stricken from the files, for the following reasons, viz:

First: Because it is not the practice under Code pleading, to admit a demurrer after Rule-day to Answer.

Second: Because the ingranting of permission to demur after default, means permission to bring the facts to an issue, and not legal permission to set aside the issue by a demurrer.

J.V. Stewart Atty. for Plffs.

On the 1st day of February A.D. 1898, the following Amended Petition was filed with the Clerk of this Court, to-wit:

2nd Amended Petition 7421

Nannie A. Gray et al
vs
H.E. Conkright, Treas. ‖ Court of Common Pleas
Miami County, Ohio.

And now comes the plaintiffs, Nannie A. Gray, L.E. Wharton, L.E. Bellus, W.E. Wharton, Gov. L. Sellers, Josephine M. Thompson L.E. Conrad and the firm of A.E. Platt & D.H. Fry and upon oath, depose and say-

1. That they are legal owners of property abutting on South Main Street between Sixth Street to the center of Eighth Street, in the Incorporated Village of Maysville, Miami County and State of Ohio.

2. The plaintiffs further say, that the defendant H.E. Conkright has been and is de facto et de jure Treasurer of said Miami County.

3. The plaintiffs further say, that the said H.E. Conkright, by Virtue of his office has from time to time, collected upon the said property of the said plaintiffs as appraisal, a certain illegal Tax known as a "Street Sprinkling Tax," levied under an illegal ordinance passed by the Council of Maysville on June 30, 1892.

4. The plaintiffs in this cause also complain, that the said H.E. Conkright, as Treasurer, still continues to collect said illegal Taxes, much to the annoyance and financial injury of the plaintiffs.

5. First: The plaintiffs also complain of the defendant, in that he has collected said Street Sprinkling Tax upon the property of said plaintiffs in consequence of its being forced and

Demurrer 7421

reported to said Council of Marysville, by a Board of Commissioners, not legally constituted as required by Sec. 2307 and 2308, Revised Statutes of Ohio, and that the same has been done much to the injury of the plaintiffs.

6. Sixth: The plaintiffs complain of the said defendant H.E. Conkright in that he has collected and still continues to collect said Street Sprinkling Tax, in consequence of an illegal Petition for an Ordinance to sprinkle with water South Main Street between Sixth Street to the center of Eighth Street, in the Village of Marysville, Ohio, much to the injury of the said plaintiffs.

7. Seventh: The plaintiffs for cause of complaint also say - that the defendant H.E. Conkright, as Treasurer, has collected said Street Sprinkling Taxes and still continues to collect the same upon their property as aforesaid, and much to their damage, as the petition to Council of Marysville, June 22, 1892, asking for the aforesaid Ordinance of June 30, 1892, was in part fraudulent, illegal and void. Also that said Board of Commissioners as appointed, June, 1892, and partly composed of an illegal signer of said petition and hence an illegal Board, under Sections 2307 and 2308 Revised Statutes of Ohio.

That J. S. Wilkins, a signer of said petition, was appointed a member of said Board of Commissioners to fix value for taxation, under Sec. 2308 Ohio Statute when he was not a property holder as required by Sec. 2307 of the Statutes of Ohio.

That said Wilkins was re appointed by Council on said Board and still holds said position at the time of commencing this action contrary to law, and that all values fixed by said Board and returned by said Council to the Auditor of Union County for listing and collecting in taxation are illegal throughout.

8. Eighth: To the state of facts as herein presented in this petition, the plaintiffs put themselves on record in this Court of Equity and make justification of the same by Affidavits, asking that a decree of Perpetual Injunction issue against said H. E. Conkright as Treasurer, enjoining the further collection of said illegal Taxes.

The plaintiffs also ask that the defendant be restrained by a temporary injunction from further collection of said Taxes pending this suit, the plaintiffs also ask that the costs of this suit be assessed against the Corporation of Marysville, and for all other equitable relief.

J. S. Stewart, Atty. for Plffs.

State of Ohio, Union County, ss.

And now comes Mrs L. E. Wharton, one of the plaintiffs in this petition, and upon oath says that the facts as herein stated are true as he verily believes.

Mrs L. E. Wharton.

Signed in my presence and sworn to before me this 27th day of Jan. 1898.

B. C. Bales
Notary Public

(Seal)

On the 8th day of February A.D. 1898, the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer 7421

Nannie A. Gray et al
vs
H.E. Conkright, Treas. &c.

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant and demurs to the Second Amended petition of plaintiffs herein, and for ground thereof says: that said second amended petition does not state facts sufficient to constitute a cause of action.

W.J. Hoops Esq
John M. Brodrick.
Attorneys for Defendant.

Amended Petition
7421

On the 2nd day of May A. D. 1898. the following Amended Petition was filed with the Clerk of this Court to-wit:

Nannie A. Gray et al
vs
H. E. Conkright Treas.

Court of Common Pleas
Miami County, Ohio.

And now comes the plaintiffs Nannie A. Gray, Wm. L. E. Wharton, W. E. Wharton, L. E. Bellas, George S. Sellers, L. C. Conrad, Josephine M. Thompson and the firm of A. E. Platt and D. H. Fry and for cause of action complain and make the following declaration of facts.

First- That they have been owners of real property abutting on South Main Street, and between Sixth Street to the center of Eighth Street in the Incorporated Village of Maysville, Union County, Ohio and further that they are still the legal owners of said real estate as listed for taxation on the Auditors duplicate of said County and that they make all parties similarly located, listed for taxation, and interested who are willing to part and share in the expense of this suit, parties in this action.

Second- That the defendant H. E. Conkright has been County Treasurer of Miami County Ohio and that he is still County Treasurer of said County.

Third- That the said H. E. Conkright has collected, among other taxes from the plaintiffs, certain taxes known as Street Sprinkling taxes assessed upon said plaintiffs real property as aforesaid and further that he still continues to collect said taxes from the said plaintiffs a portion of which is as follows.

Fourth- The plaintiffs complain and for further cause of action make the following declaration of facts- First- That on the 22nd day of June 1892, a certain petition signed by property holders and non property holders of property abutting on South Main Street, between Sixth Street to the Center of Eighth Street in the Incorporated Village of Maysville, Ohio, was presented to the Common Council of Maysville aforesaid, praying for an ordinance under the Revised Statutes of Ohio, Sections 2307, 2308, 2309 and 2311 and a copy of which is herewith presented.

The plaintiffs also declare that as a matter of fact, the following names attached on the petition aforesaid, within the foot front are not the names of the property holders of the property thereon designated, as listed for taxation on the Auditors Duplicate for taxation, nor have they been so listed for the period of Years last past; Namely,

J. L. Wilkins	96 ft.
A. Gray	44 "
S. L. Armin	165 "
Will Weidman	80 "
W. B. Hershey	119 "
City Hall	82½ "
In all Nine Lots	586½ ft.

on said petition has not been listed for taxation as aforesaid, and the names or representing said number of feet on said petition are not on said tax duplicate representing said number of feet front as aforesaid in said petition.

The plaintiffs also state that the entire foot frontage for taxation as presented for taxation on the tax duplicate of Miami County, Ohio and referred to in said petition, is 1664½ ft. and the necessary two-thirds thereof as stated in said petition is 1110 ft. instead of which there appears only 747 ft- not the necessary two-thirds as cited in said petition of June 22, 1892.

Fifth- The plaintiffs further state as facts, that in response to said petition the Council of Maysville did pass the following ordinance.

Sixth- The plaintiffs also state as facts that they have been compelled and will be compelled to pay said Street Sprinkling taxes so will be assessed under said Ordinance

Entry
7421

unless said H. E. Conkright, as Treasurer be restrained, that said taxes are groious to be lost and cause the said plaintiffs much annoyance.

Seventh: The plaintiffs now come into this Court of Equity and ask that if it find the facts as herein stated, namely that any of the said petitioners or named in the petition aforesaid are not property owners, as stated in said petition under the Revised Statutes 2307, 2308, 2309, 2311-

That all proceedings under said petition are void, and that the Treasurer of Miami County, be restrained from any further collection of said Street Sprinkling taxes aforesaid.

The plaintiffs also ask, that if the Court find that Jos S. Wilkins, one of the Board of Commissioners appointed to apportion said expense as stated in said ordinance was not a legal signer of the aforesaid petition under Sec. 2307 of the Revised Statute, then to declare his holding of office on the board of Commissioners under the aforesaid ordinance to have been and to be illegal, and all fixing of expense by said board void, and that the treasurer of Miami County, the defendant in this action be restrained from any further collection of the said Street Sprinkling taxes.

Eighth: The plaintiffs complain that they have been compelled to pay said taxes, in that they are the real owners of property as aforesaid, while the petitioners for said Sprinkling, namely: Jos S. Wilkins, A. Gray, S. D. Orwig, Will Weidman, W. B. Hershey and City Hall, were not the legal owners of the 5864/2 feet represented on said petition and from which they have no remedy but by the interposition of this Court of Equity.

The plaintiffs therefore ask that a temporary Injunction be issued against H. E. Conkright, Treasurer of Miami County, restraining him from the further collection of said taxes, and that should the facts be sustained by the law as cited in the said petition of June 22, 1898, then that said injunction be made perpetual. The plaintiffs also ask all other relief that this Court of Equity may deem just.

L. E. Wharton.

The State of Ohio, Miami County, ss.

Before me, B. C. Balis, a Notary Public in and for said County and State, personally appeared L. E. Wharton, one of the plaintiffs in the foregoing action and make solemn oath that the facts stated in foregoing petition are as she believes true

Subscribed in my presence and sworn to before me this 2nd day May A.D. 1898.

(seal)

B. C. Balis
Notary Public.

On the 16th day of May A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7421 — Nannie A. Gray et al vs H. E. Conkright, Treas. — Court of Common Pleas, Miami County, Ohio.

On motion of plaintiffs, leave was granted to plaintiffs to file a third amended petition in said case at 30 days.

J. V. Shivan Atty. for Plffs
Broderick for Defts.

On the 27th day of May A. D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7421

Nannie A. Gray et al
vs
H. E. Conkright, Treasurer

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant and moves the Court to strike out of the plaintiffs third amended petition herein filed the following parts thereof, viz:

1st. That all of the third page beginning with figure "3" and ending with the word "Co," be stricken out for the reason that the same is redundant, irrelevant and immaterial.

2nd. That all that portion of said third amended petition purporting to give a copy of the petition to the Council beginning with the word "Petition" on line 17 of page 5 to and including the word "Robb" at the bottom of page 6 be stricken out for the reason that the same is not authorized to be plead by Copy under the Statutes of this State, and

3rd. That all that portion of said third amended petition beginning with the word "And" on line 18 of page 8 to and including the word "Clerk" on line 22 of page 10 purporting to give a copy of an ordinance passed by the Council of the Village of Marysville, Ohio, be stricken out for the reason that the said ordinance is not such a paper as is allowed by the Statutes of said State of Ohio to be plead by Copy.

W. J. Harpio and
John M. Bordrich
Attorneys for Defl.

On the 6th day of September A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7421

Nannie A. Gray et al
vs
H. E. Conkright, Treasurer.

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on motion of Defl. to strike out certain parts of the 3rd amended petition herein, and the same was argued by Counsel and submitted to the Court.

On consideration whereof the Court do sustain said Motion.

J. V. Stivers for Plffs.
Bordrich for Defl.

On the 21st day of September A. D. 1898, the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer 7421

Nannie A. Gray et al
vs
H. E. Conkright, Treasurer.

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant by his Attorneys and demurs to the amended petition No. 3 amended by reason herein filed, and for ground thereof says: That said petition does not state facts sufficient to constitute a cause of action.

W. J. Harpio and
John M. Bordrich
Attorneys for Defendants.

On the 2nd day of November A. D. 1898, the following Amended Petition was filed with the Clerk of this Court, to-wit:

Amended Petition 7421

Nannie A. Gray et al
vs
J. W. Monroe, Treas. et al

Court of Common Pleas
Union County, Ohio.

Third Amended Petition as amended by making J. W. Monroe and Village of Marysville parties defendant.

And now comes the plaintiffs, Nannie A. Gray, Mrs. L. E. Wherrin, L. E.

Billeus, W. L. Wharton, Geo. L. Billeus L. L. Conrad, Josephine M. Thompson and the firm of A. E. Slate and D. H. Fry, and for cause of action complain and make the following declaration of facts.

First:- That they have been owners of real property abutting on South Main Street, and between Sixth Street to the center of Eighth Street, in the Incorporated Village of Marysville, Union County, Ohio, and further that they are still legal owners of said real property as listed for taxation on the Auditors Duplicate of said County, and that they make all parties similarly located listed for taxation, and interested, who are willing to join and share in the expense of this suit, parties to this action.

Second:- That the defendants J. M. Monroe, County Treasurer of Union County, Ohio, and the direct successors of H. E. Conkright against whome this petition for Injunction was originally brought, and that the Village of Marysville, is supplementary defendant thereto as through her Council said enjoined tax, as specified in the petition, is placed on the Auditor's duplicate for collection.

Third:- That the said H. E. Conkright has collected among other taxes from the plaintiffs, certain taxes known as Street Sprinkling taxes assessed upon said plaintiffs real property as aforesaid: and further that his successor, J. M. Monroe, will continue to collect said Street Sprinkling taxes as assessed upon said property, by said Council unless enjoined from so doing.

Fourth:- The plaintiffs complain and for further cause of action make the following declaration of facts:- First. That on the 22nd day of June 1892, a certain petition signed by property holders and non-property holders of property abutting on South Main Street, between Sixth Street to the center of Eighth Street in the Incorporated Village of Marysville, Ohio, was presented to the Common Council of Marysville aforesaid, praying for an Ordinance under the Revised Statutes of Ohio, Sections 2307, 2308, 2309 and 2311: Dated June 30, 1892. Second. The plaintiffs also declare that as a matter of fact, the following names attached on the petition aforesaid with the feet front appended thereto are not the property holders of the property therein designated, as listed for taxation on the Auditors duplicate for taxation, nor have they been so listed for the period of years last past viz:

J. C. Millions	96 ft.
A. Gray	44 "
S. L. Orwin	165 "
Will Weidman	80 "
W. B. Hershey	119 "
City Hall	82½ "
Total	586½ ft.

Therefore, on said petition has not been listed for taxation as aforesaid under said Sections of the Rev. Statutes, and the names representing said number of feet on said petition are not on said tax duplicate representing said number of feet front as aforesaid on said petition.

Third:- The plaintiffs also state as facts, that the entire feet frontage for taxation as presented for taxation on the tax duplicate of Union County, Ohio and referred to on said petition is 1664½ ft. and the necessary two-thirds thereof as stated in said petition is 1110 ft. instead of which there appears only 747 ft. not the necessary two-thirds as cited in said petition to Council of June 22, 1892.

Fifth:- The plaintiffs further states as facts, that in response to said petition the Village Council of Marysville aforesaid, did pass an Ordinance under which said plaintiffs were taxed for Street Sprinkling purposes as prayed for in said petition and by virtue of which Ordinance they are still compelled to pay said Street Sprinkling tax.

Sixth:- The plaintiffs also states as facts, that they have been compelled to pay said Street Sprinkling tax, by said defendants and will be compelled still to do so unless said defendants be restrained; that said taxes are growing to be large and cause the said plaintiffs much annoyance.

Seventh:- The plaintiffs now come into this Court of Equity and ask that the defendant J. M. Monroe be temporarily enjoined from any further collection of said Street Sprinkling tax, and further that if the facts as averred in this petition, viz: that any of said petitioners, or named in the petition to Council of Marysville, of June 22, 1892, were not property owners as required

by the Statutes aforesaid, Sections 2307, 2308, 2309, 2311, that all proceedings under said petition are void, and that the said Monroe, Treasurer, be permanently enjoined from any further collection of said Street Sprinkling tax.

The plaintiffs also asks that if the Court find that Joe S. Wilkins, one of the Board of Commissioners appointed to appraise said ground as stated in said Ordinance, and who was reappointed on said Commission was not a legal signer of said petition to Council of June 22, 1892, under Sec. 2307, Rev. Statutes, then to declare all assessments of taxes by said Board of Commissioners illegal and void, and to perpetually enjoin said Monroe from further collection of said Street Sprinkling tax, or said Council from further assessments as aforesaid

Eighth= The plaintiffs complain that they have been compelled to pay said taxes, in that they are the real owners of property as aforesaid while the petitioners for said Street Sprinkling, namely: Joe S. Wilkins, A. Gray, E. L. Irwin, Will Weidman, W.B. Hershey and City Hall were not the legal owners of 5886½ ft. represented on said petition and from which they have no remedy but by the interposition of this Court of Equity.

The plaintiffs therefore ask the relief prayed for aforesaid Viz: a temporary injunction subject to being made perpetual on the successful prosecution of this suit; the plaintiffs also ask for all other relief this Court of Equity may deem just.

L. E. Wharton
per J. W. Stewart atty. for Plffs.

State of Ohio, Miami County, ss.

Before me B. C. Balis a Notary Public in and for the County and State aforesaid personally appeared L. E. Wharton one of the plaintiffs in the foregoing action and makes oath that the facts stated in the foregoing petition are true as she verily believes.

L. E. Wharton

Sworn to before me and subscribed in my presence this 4th day of November, 1898.

(Seal)

B. C. Balis
Notary Public

Precipe

To the Clerk of Court=

Issue summons on the two parties defendants, returnable as prescribed by law.

J. W. Stewart Atty for Plffs.

On the 10th day of December A.D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7421

Nannie A. Gray et al
vs
H. E. Enbright, Treasr.

Court of Common Pleas
Miami County, Ohio.

On the 10th day of November A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

Summons.

The State of Ohio, Miami County.

To the Sheriff of Miami County=

You are hereby commanded to notify J. W. Monroe, as Treasurer of Miami County and the Village of Marysville, that they have been sued by Nannie A. Gray et al in the Court of Common Pleas of Miami County, and must answer by the 10th day of Dec. 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 November A.D. 1898.

Sheriffs Return — writ to ... The Sta... Sheriff ... Service ... Mileage ... Copies ...

Motion 7421 — with ... Nannie ... H. E. E...

Answer of J. W. Monroe 7421 — with the ... Nannie ... H. E. En...

Witness my hand and the seal of said Court, this 10th day of November A. D. 1898.

J. N. Gumm Clerk

(seal)

On the 12th day of November A.D. 1898 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.

Sheriffs Fees		
Service & Return	80	
Mileage	16	
Copies	45	
Total	$1	41

Sheriffs Return

Received this writ November 12th 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 J. N. Monroe Treasurer of Union County, F. A. Simpson Mayor of the Village of Marysville and Walter M. Otte Clerk of the Village of Marysville personally on November 12th, 1898.

J. Ed Robinson, Sheriff.

On the 10th day of December A.D. 1898, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7421

Nannie A. Gray et al
vs
H. E. Conkright, Treas. etc.

Court of Common Pleas
Union County, Ohio.

Now comes the said defendants J. N. Monroe and the Village of Marysville, Ohio, and moves the Court to strike the amended petition herein filed on November 4, 1898, and marked 3rd amended petition from the files for the reason that said amended petition is not verified as required by statutes of said State of Ohio.

W. J. Harpo and
John M. Brodrick
Attorneys for Defendants.

The following Notice was filed with the Clerk of this Court on the 22nd day of December, A. D. 1898, and is as follows, to-wit:

The State of Ohio,
Union County, ss.

Court of Common Pleas.

Notice

The Counsel for the defendant in this case will take notice that the affidavit appended to Third Amended petition, as pleaded supplementally as to parties defendant, has been corrected by affixing names of pltffs. in full.

J. V. Stewart Atty. for Pltffs.

On the 6th day of January A. D. 1899 the following Answer was filed with the Clerk of this Court, to-wit:

Answer of J. N. Monroe 7421

Nannie A. Gray et al
vs
H. E. Conkright Treas. etc.

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant, J. N. Monroe, and for his separate answer to plaintiffs petition herein filed says:

That he admits that he is the duly elected and qualified County Treasurer of Union County, Ohio; that said plaintiffs have paid Street sprinkling assessments on said South Main Street under and by virtue of an ordinance duly passed by the Council of the Village of Marysville, Union County, Ohio, upon petition as provided by Statute, and said defendant denies each and every allegation contained in said petition not herein specifically admitted

W. J. Harpo Esq
John M. Brodrick Attys. for Defts.
J. N. Monroe.

The State of Ohio, County of Miami ss.

J.W. Monroe, the above named defendant, being more makes oath that the facts statid in the foregoing Answer are, as affiant believes, true.

J.W. Monroe.

Sworn to by said J.W. Monroe before me and signed by him in my presence this 6th day of January A.D. 1899.

(seal)

J.R. Gemell Clerk of Court

On the 6th day of January A.D. 1899 the following Answer was filed with the Clerk of this Court to-wit:

Answer of the Village of Marysville 7421

Nannie A. Gray et al
vs
L.E. Conkright, Treas. &c.

Court of Common Pleas
Miami County, Ohio.

Demurrer 7421

Said now comes the said defendant, the Village of Marysville, Miami County, Ohio, and for its separate Answer herein says:

That it admits that the Council of the Village of Marysville duly passed an Ordinance providing for the Sprinkling of South Main Street in said Village, and for the assessments of the costs thereof upon the property abutting thereon, upon a petition being filed with it as provided by law, that said assessments were duly certified to the County Auditor of said Miami County, Ohio, to be by him placed upon the tax duplicate of said Miami County, Ohio, for collection as other taxes, and that plaintiffs have paid said assessments; and this defendant denies each and every allegation in said petition contained not herein specifically admitted.

Further answering said Village of Marysville, Defendant, says: that said J.L. Wilkins, who signed said petition for the passage of said Ordinance, is the husband of Ermini C. Wilkins, in whose name certain real estate abutting upon said Street, and assessed under said Ordinance appears, and that said J.L. Wilkins transacts all the business relative to said real estate; that Ermini C. Wilkins has no income except as she derives the same from her said husband, and that said J.L. Wilkins, out of his own earnings, pays all the taxes and assessments upon said real estate.

Reply 7421

That said A. Gray, who signed said petition for the passage of said Ordinance is the husband of said Nannie A. Gray, one of said plaintiffs, and in whose name certain real estate abutting upon said Street and assessed under said Ordinance, appears: that said A. Gray conducts a Blacksmith Shop in the building located upon said real estate; that said Nannie A. Gray has no income from any source, except as she derives the same from said A. Gray, her husband; that said A. Gray has the sole control and management of said real estate, and out of his earnings he pays all the taxes and assessments upon said real estate, and that to all intents and purposes, and in fact the signing of said J.L. Wilkins was the signing of said Ermini C. Wilkins, and the signing of A. Gray was the signing of said Nannie A. Gray.

That said plaintiffs, A.E. Slate and D.A. Fry are Trustees of John S. Fleck and Albert S. Chapman, since the passage of said Ordinance, and that said Fleck and Chapman were signers of said petition for said Ordinance.

That said L.L. Ermin who signed said petition was the duly authorized agent of the heirs of Thomas C. Wright deceased, and the husband of one of said heirs, and that since the passage of said Ordinance said L.L. Ermin has become the owner of the real estate assessed under said Ordinance.

Defendants having fully answered herein, ask to go hence without day and recover its costs herein, and for all proper relief in the premises.

John M. Bondrick
Attorney for Village of Marysville.

The State of Ohio, County of Union, ss.

John M. Brodrick, the duly authorized Attorney for said Village of Marysville being now makes oath that the facts stated in the foregoing answer are as affiant believes, true.

John M. Brodrick

Sworn to by said John M. Brodrick before me and signed by him in my presence this 5th day of January, 1899.

(seal)

J.V. Grimell Clerk of Court.

On the 10th day of January A.D. 1899. the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer 7421

Nannie A. Gray et al
vs
J.V. Monroe et al

Court of Common Pleas
Union County, Ohio.

Now comes the plaintiffs by their attorneys J.V. Stewart and demurs to the answer of the Village of Marysville, one of the defendants, in said action, and for cause says; That said defense does not state facts sufficient to constitute a defense.

J.V. Stewart, Atty. for Pltfs.

On the 12th day of January A.D. 1899 the following Reply was filed with the Clerk of this Court, to-wit:

Reply 7421

Nannie A. Gray et al
vs
J.V. Monroe et al.

Court of Common Pleas
Union County, Ohio.

Now come the plaintiffs and by their Attorney make the following reply to the answer of the Village of Marysville in the following action.

First: That the declaration that said petition for said Street Sprinkling Ordinance of June 22, 1892. A.D. was filed with the Council of the Village of Marysville according to law is not true.

Second: That the declaration "that the Council of the Village of Marysville passed an ordinance for the Sprinkling of South Main Street in said Village and for the assessment of the Costs thereof as aforesaid by law- is not true.

3. The plaintiffs deny that the signing of said Street Sprinkling Ordinance by J.A. Watkins was the signing of Cornine C. Watkins as required by Sec. 2307, Rev. Stat. of Ohio as declared in said petition; that the signing of said petition by A. Gray was not the signing Nannie A. Gray under said Section of the Rev. Stat of Ohio; that the signing of said petition by A.L. Irwin was not the signing of J.M. Winget under said Section of the Rev. Stat. of Ohio.

4- The plaintiffs denies that said assessments under said Street Sprinkling Ordinance were duly certified to the Auditor in that the Board of Commissioners appointed to superintend such Sprinkling and report said expenses to the Village Council of Marysville was not a legal Board as contemplated in the petition under Sections 2308 and 2311 of the Rev. Stat. of Ohio.

J.V. Stewart Atty for Pltfs.

The State of Ohio, Union County ss.

George L. Sellers, one of the plaintiffs in the aforesaid action being duly sworn makes oath that the statements in said reply to defendants answer is true as he verily believes.

Geo. L. Sellers.

Sworn to before me and subscribed in my presence this 12th day of January A.D. 1899.

(seal)

J.V. Grimell
Clerk of Court

On the 23rd day of January A.D. 1899. the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7421

Nannie A. Gray et al
vs
L. E. Conkright & Trea.

Court of Common Pleas
Union County, Ohio.

By order of Court on adjournment Jan. 31, 1899. this cause came up. for hearing on the merits of the Third Supplementary Petition, on Feb. 22, 1899. J. W. Monroe Co. Treasurer, and the Village of Marysville Ohio, being made Supplementary defendants.

The cause being heard by the merits of the petition and Records of the Auditors office, of Union County and the Village of Marysville aforesaid.

It was ordered by the Court, Duncan Dow presiding, that said Injunction prayed for be made perpetual as to the payment of future assessments that the Village of Marysville, O. be held for costs, that no Attorney fee be allowed in this case and the Appeal Bond be One Hundred Dollars.

J. V. Stewart Atty. for Plffs.
Brodrick for Defts.

Attest
J. M. Gorrell Clerk
By Jno A. Gorrell 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 Hon. Duncan Dow, Judge of said Court, of the Term of January, to-wit; on the 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore on the 13th day of August A.D. 1898. The Trustees of Union Township, Union County, Ohio, filed in the Clerks office of the said Court of Common Pleas, the following Petition against W. Y. Rorto, to-wit:

Petition 7577

The Trustees of Union Township,
Union County, Ohio.
vs
W. Y. Rorto

Court of Common Pleas
Union County, Ohio.

Summons

The plaintiffs, The Township Trustees of Union Township, Union County, Ohio, says: that this ito action is founded upon a promissory note of which the following is a copy:

Milford Center O. October 7," 1893.

On or before the 7th day of Octobr 1896, I promise to pay, The Trustees of Union Township, Union County, Ohio or their successors in office at the Milford Center Bank, Four Hundred Dollars, Value received, with interest at 6% per annum from date payable annually.

W. Y. Rorto.

There are no credits or indorsements on said note.

There is due and remaining unpaid upon said note from said defendant W. Y. Rorto to said plaintiffs, The Trustees of Union Township, Union County, Ohio, the sum of Four Hundred Dollars, with interest thereon at the rate of six per cent per annum, payable annually from October 7" 1893. On said October 7," 1893 and to secure the payment of said note the said defendant W. Y. Rorto, who then was, and now is an unmarried man, executed and delivered to said plaintiffs his mortgage deed and thereby conveyed to said plaintiffs the following described premises viz:

Situated in the State of Ohio, County of Union and Village of Milford Center, Being

Sheriffs Return

the North half of Sn. Lot No. 65, in said Village with all the appurtenances thereto belonging.

For a more definite description thereof reference is hereby made to the recorded plat of said Village in the Recorders Office of Miami County, Ohio.

The conditions contained in said Mortgage was, in substance, that if the said W.H. Berto should pay, or cause to be paid to said Trustees or their successors, the said promissory note above set forth, then said Mortgage to be void, otherwise to be and remain in full force and virtue in law forever.

On the 2nd day of January at 8 O'clock P. M. said Mortgage was filed with the Recorder of said Miami County, Ohio, for record, and the same was duly recorded in Volume 26, page 582 of the Records of Mortgages of Miami County, Ohio. Said deed has become absolute.

Plaintiff therefore prays judgment against said Defendant for said sum of Four Hundred Dollars, with interest thereon at the rate of six per cent. per annum payable annually from October 7th, 1893; that said Mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said judgment or to be rendered, and for all other proper relief in the premises.

John M. Bredrick
Attorney for Plaintiff.

The State of Ohio, Miami County ss.

John M. Bredrick, being sworn makes oath that he is the duly authorized Attorney for said plaintiff, and that the facts stated in the foregoing petition are true, as affiant believes.

John M. Bredrick

Sworn to by John M. Bredrick before me and signed by him in my presence this 13th day of August, 1898.

Seal

J. R. Gorrell Clerk of Court.

Clerk=

Issue Summons to the Sheriff of Miami County Ohio, for the defendant, returnable according to law. Endorse "Judgment and foreclosure of mortgage. Amount claimed $400.00 @ 6% payable annually from October 7th, 1893.

John M. Bredrick
Attorney for Plaintiff.

On the 13th day of August A. D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Miami County.

To the Sheriff of Miami County:

You are hereby commanded to notify W.H. Berto that he has been sued by the Trustees of Miami Township, Miami County, Ohio, in the Court of Common Pleas of Miami County, and must answer by the 10th day of September 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 22nd day of August A. D. 1898.

Witness my hand and the seal of said Court this 13th day of August A. D. 1898.

Seal

J. R. Gorrell Clerk.

On the 18th day of August A.D. 1898, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

Sheriffs Return

Sheriffs Fees	etc
Service & Return	50
Village	80
Copy	15
Total	$1 45

State of Ohio } Received this Writ August 15th A.D. 1898, at 4 O'clock P. M. and
Miami County ss. } served same by delivering a true and certified Copy of this writ with
all of the endorsements thereon to W.H. Berto personally on August 17th, 1898

J. Ed Robinson
Sheriff.

On the 21st day of September A.D. 1898. the following Entry was filed with the Clerk of this Court, to-wit:

The Trustees of Union Township, Union County, Ohio. vs W. H. Poste

Court of Common Pleas
Union County, Ohio.

Entry 7577

This day this cause came on for hearing on the petition of the plaintiffs, the Township Trustees of Union Township, Union County, Ohio, and the Evidence; on consideration whereof the Court find that the defendant W. H. Poste has been duly served with Summons in this case, and that he is in default for answer and demurrer, and that the allegations of the said petition is thereby confessed by him to be true; and that there is due the said plaintiffs, the Township Trustees of Union Township, Union County, Ohio, from the said defendant W. H. Poste, on the promissory note set forth in the said petition to the first day of this Term, to-wit; September 5th 1898. the sum of Four hundred and Thirty one 7/100 Dollars.

The Court further find that in order to secure the payment of said promissory note, the defendant W. H. Poste, who then was and now is an unmarried man, executed and delivered to said plaintiffs, the Township Trustees of Union Township, Union County, Ohio, his certain Mortgage as in the petition described, and on the premises therein described; that said Mortgage was duly recorded in Volume 26, page 6-52, 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 plaintiffs, the Township Trustees of Union Township, Union County, Ohio, recover from the said defendant W. H. Poste, the said sum of Five Hundred and Thirty One 7/100 Dollars, with 6 per cent interest thereon from and after September 5th, 1898, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant W. H. Poste, 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 plaintiffs herein the sum so found due as aforesaid, with 6 per cent. interest thereon from and after September 5th, 1898, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

Broderick for Plffs.

On the 27th day of September 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 Union County- Greeting:

Order of Sale

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 21st day of September, 1898. The Trustees of Union Township, Union County, Ohio obtained a judgment and decree against W. H. Poste for the sum of Five Hundred & Thirty One & 7/100 Dollars and Thirteen & 10/100 Dollars, costs of suit.

And whereas it was then and there, by said Court ordered, adjudged and decreed, that the said W. H. Poste, within three days from the 21st day of September A.D. 1898, pay unto the said The Trustees of Union Township, Union County Ohio, the said sum of Five Hundred and Thirty One and 7/100 Dollars, with interest from the 5th day of September, 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.

Sheriff's Return

And whereas, the three days aforesaid have fully expired, and the said sum of Five Hundred and Thirty One & 70/100 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, to-wit:

On the Village of Milford Center, being the north half of Out-Lot No. 65 in said Village with all the appurtenances thereto belonging. For a more definite description thereof reference is hereby made to the recorded plat of said Village in the Recorders Office of Union County, Ohio.

Bounded on the North by State Street, on the South by center Street on the East by Pleasant Street and on the West by Mill Street, and fronting on Mill Street. There are no Street or residence numbers in said Village.

We therefore command you that you proceed to carry said order, judgment and decree into execution agreeably to the time thereof, and that you appraise & 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 27th day of September A.D. 1898.

(seal)

J. N. Gorsuch Clerk

By Jno A. Gorsuch Deputy

On the 5th day of November A.D. 1898, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

The State of Ohio,
Union County ss.

Sheriff's Return

Sheriff's Fees	$	cts
Service		25
Levy		25
Sum. Appraisers	1	00
Swear. "		25
Writing Appraisal		25
Copy of "		25
Notice to printer		25
Writing Notice		25
Mileage		60
Poundage	5	00
Return		25
Total	8	80
Appraisers Fees	3	00

In obedience to the command of the order of Sale hereto annexed, I did on the 3rd day of October, 1898, summon C. W. McAdow, W. D. Thompson and C. E. Gabriel, 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 3rd day of October 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 Five Hundred and Fifty 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 6th day of October, 1898, I caused to be advertised in the Milford Center Chronicle, (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 5th day of November 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 5th day of November 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 J. M. Whitmer 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 J. M. Whitmer 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 Five Hundred Dollars.

J. Ed Robinson, Sheriff.

On the 7th day of November A.D. 1898, the Sheriff of said County returned said writ to the Clerks office in said County:

On the 7th day of November A.D. 1898, the following Sheriffs Sale was filed with the Clerk of this Court, to-wit:

Sheriffs Sale 7577

Trustees of Miami Tp. &c. vs W. H. Roots

Court of Common Pleas, Miami County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Miami County, Ohio, I will offer for sale at the door of the Court House, in Maysville Ohio, on Saturday, November 5th, 1898, 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 Miami, County of Miami and State of Ohio, and bounded and described as follows: On the Village of Milford Center, being the North half of In-Lot No. 65 in said Village, with all the appurtenances thereto belonging. For a more definite description thereof, reference is hereby made to the recorded Plat of said Village in the Recorders Office of Miami County, Ohio.

Bounded on the north by State street on the east by Pleasant Street, on the south by Center street and on the west by Mill street and fronting on Mill street. There are no street or residence numbers in said Village.

Appraised at $550.00

Terms of Sale: Cash

J. Ed Robinson Sheriff of Miami County Ohio.

State of Ohio, Miami County, ss.

The undersigned being duly sworn says that a copy of the annexed notice was published for 5 consecutive weeks in the Weekly Citizen, a newspaper of general circulation in the County of Miami, said publication beginning with Oct. 6, 1898,

Chas. F. Common

Sworn to before me and subscribed in my presence this 2nd day of Nov. 1898.

W. McAdow

Notary Public.

(Seal)

Costs Fees, $17.00.

On the 16th day of January A.D. 1899, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7877

The Trustees of Miami Township Miami County Ohio. vs W. H. Roots

Court of Common Pleas, Miami County, Ohio.

This day this cause came on for hearing on motion of the plaintiffs to confirm the sale heretofore made herein, and the Court having examined the report of the Sheriff and finding that said sale was in all respects regular and in conformity to the Statute and the former order of this Court, the same is hereby approved and confirmed, and the Sheriff is ordered to convey said premises to the purchaser thereof J. M. Whitmer. And the Court coming now to distribute the proceeds of said sale amounting to $573.00 cts. the Sheriff is ordered out of the money in his hands to pay:

1st. To the Treasurer of said County the Taxes, interest and penalty due thereon amounting to $ 31.34

2nd. To the Clerk of this Court the costs of this case amounting to 42.82

3rd: The balance amounting to $498.84 is ordered to be paid to plaintiffs to apply on its judgment herein. The purchaser is hereby subrogated to all the rights of all the lienholders herein for so much liens may be paid for the protection of his title. Execution is awarded to put said purchaser in possession of said premises. Brodrick for Plff.

Attest, J. N. Gosnell Clerk

By Jno 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 January in-vac: on the 2nd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore in-vac, on the 5th day of July A.D. 1896, The Cleveland Stone Co. filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Timothy L. Tobin, et al in-vac:

Petition
7-5-37

The Cleveland Stone Company

vs

Timothy L. Tobin and
J.H. Kinkade

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.

That on the 17th day of August 1896 by the Consideration of A.V. Rollefrath, Justice of the Peace, Paris Township, Union County, Ohio, said plaintiff recovered a judgment against said defendant Timothy L. Tobin, in the sum of $107.22, with interest at the rate of 8 per cent. per annum from said 17th day of August, 1896.

That on the 29th day of January 1895, the plaintiff caused a duly certified transcript of said judgment to be filed in the office of the Clerk of the Court of Common Pleas in and for Union County, Ohio, same being designated as Cause No. 5915, Execution Lien Docket No. 2. That the costs of said transcript are certified as $2.60 and the cost of filing the same as 50 cents.

That said judgment $107.22 with 8 % int. from Aug. 17, 1896 and said costs, said $2.60 and 50 cts. are wholly unsatisfied and unpaid.

That said judgment is a lien upon defendants real estate which is described as follows: Situate in the County of Union, in the State of Ohio and in the Village of Marysville, being part of Virginia Military Survey No. 3351 and situate on what is known as Seventh Street in the Village of Marysville) and commencing at a stake in the North margin of Seventh Street Easterly two hundred and Ninety Seven (297) feet from the North east corner of the intersection of Seventh and Ash Street at the South-west corner of a lot of land deeded by Diana and Reuben Partridge to Elizabeth A. Forry; thence Easterly along said Seventh Street fifty five feet: thence Northerly parallel with said Ash Street to a lot now owned by A.J. Whitney: thence westerly along the line of said Whitneys lot to the land now owned by Clark A. Kinkade: thence South along the line of said Clark A. Kinkade to Seventh Street to the beginning.

That defendant has no personal property nor other real estate whereof to make said judgment and costs.

Plaintiff says that J.H. Kinkade claims to have a mortgage lien on the premises above described in this petition by reason of which claim plaintiff is unable to effect a sale of said premises under execution.

Wherefore plaintiff prays and asks that said J.H. Kinkade be compelled to set up his claim, if any he has in said property or be forever barred, and that the Court adjust the priorities of the liens and that said real estate may be ordered sold and the proceeds distributed according to law, and for such other proper relief as plaintiff may be entitled, and for costs.

J.H. Kinkade
Attorney for Plaintiff.

State of Ohio, Union County, ss.

Personally appeared J.H. Kinkade, who being duly sworn says that the plaintiff is a Corporation, that its officers and agents are non-residents of the County of Union, and are

now absent therefrom, that he is the duly authorized attorney of the plaintiff, and that the facts stated and allegations in the foregoing petition are true as he verily believes.

J. K. Kinkade

Sworn to and subscribed in my presence this 14th day of July 1898,

J. N. Gonell Clerk.

By Jno A. Gonell Deputy

Verification.

Marysville O. July. 14, 1898.

I hereby waive the issuing and service of summons, and enter my appearance herein.

J. K. Kinkade.

To the Clerk:-

Issue Summons herein for the within named defendant, Timothy L. Tobin, directed to the Sheriff of Union Co. O. Indorse "Admn for money and enforcement of lien and sale of real estate, amount claimed $107.00 8% int. from Aug. 17/96, and for $2.60 & 50 cts and equitable relief."

J. K. Kinkade Atty. for Plff.

No. 2

Summons.

On, the 15th 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.

To the Sheriff of Union County:

You are hereby commanded to notify Timothy L. Tobin, that he has been sued by The Cleveland Stone Company in the Court of Common Pleas of Union County, and must answer by the 13th 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 25th day of July A.D. 1898.

Witness my hand and the seal of said Court, this 15th day of July A.D. 1898.

J. N. Gonell Clerk

Seal

Afterward on the 18th day of July A.D. 1898 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.

Sheriffs Return

Sheriffs Fees	$1.50
Service & Return	.50
Mileage	.16
Copy	.15
Total	$1.81

Received this writ July 16th, 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 Timothy L. Tobin personally on July 16, 1898.

J. Ed Robinson

Sheriff.

Answer and Cross-petition of J. K. Kinkade

7-5-57

On the 21st day of July A.D. 1898, the following Answer and Cross-petition was filed with the Clerk of this Court to-wit:

The Cleveland Stone Company

vs

Timothy L. Tobin, et al

Court of Common Pleas

Union County Ohio.

Now comes the defendant J. K. Kinkade, and for his Answer and Cross-petition herein says, that the said defendant Timothy L. Tobin, on the 25th day of April, 1896, did make his certain promissory note in writing of that date, and did then deliver the same to Harry A. Agnew, payable to him the said Harry A. Agnew or his order, for the sum of One Hundred ($100) Dollars, in 3 months after date thereof with interest at the rate of 8 per cent per annum

That on the 24th day of December, 1897, the said Harry A. Agnew for a

valuable consideration to me in hand paid. $100. Transferred and assigned said note to this defendant who is now the legal owner and holder thereof.

That said note is the words and figures following.

"$100.00 Marysville O. April 25th 1896.

3 months after date I promise to pay to the order of Harry E. Agnew, One Hundred Dollars, Value received, with interest at the rate of Eight per annum after maturity.

Timothy Tobin."

Said note is indorsed as follows "Interest paid to Dec. 25, 1897" also "Harry E. Agnew."

This defendant, J.H. Kinkade, says that said note is now long past due and unpaid, he therefore asks judgment thereon for the sum of One hundred ($100.00) dollars together with 8 per cent interest thereon from the 25th day of December, 1897.

No. 2 For a second Cause of action.

This answering defendant and Cross-petitioner adopts his first cause of action and says further that to secure the payment of said promissory note and the money secured thereby the said Timothy Tobin by his certain Mortgage deed of even date with said promissory note to-wit; said 25th day of April, 1896, duly executed and delivered to said Harry E. Agnew did convey to him the said Harry E. Agnew his heirs and assigns forever all said real estate in the petition described to-wit; Situate in the County of Union, in the State of Ohio, in the Village of Marysville, part of Survey # 3351 Situate on what is known as Seventh Street or lands commonly known as Partridge addition and commencing at a stake in the North margine of Seventh Street Easterly 297 feet from the North east corner of the intersection of Seventh and Ash Streets at the South west corner of a lot of land deeded by Maria and Reuben C. Partridge to Elizabeth A. Torrey, thence easterly along said Seventh Street 55 feet thence Northerly parallel with Ash Street to a lot owned by A.J. Whitney; thence Westerly along the line of the said Whitney lot to the land now owned by Clara A. Kinkade; thence Southerly along the line of said Clara A. Kinkade lot to Seventh Street, the place of beginning, being the same premises conveyed to said Timothy S. Tobin by Maria and Reuben Partridge, April 23, 1896 and Recorded in Vol. 75 page 178, Records deeds. To have and to hold the same to him the said Harry E. Agnew his heirs and assigns forever, which said deed of conveyance had a condition thereunder written, whereby it was provided that whereas the said Timothy Tobin had this day executed and delivered to the said Harry E. Agnew his promissory note for the sum of $100.00, payable to the order of said Harry E. Agnew in 8 months from date - Now if the said Timothy Tobin shall well and truly pay or cause to be paid the sum of $100- named in said promissory note according to the tenor and effect thereof, then this deed to be null and void, otherwise to be and remain in full force and effect in law.

That said Mortgage deed was duly delivered to the Recorder of said County of Union at his office on the 11th day of August, 1896, at 12 25 o'clock P.M. and the same was thereupon duly recorded in the Record of Mortgages in said County, in Vol. 34 page 385. - That afterwards to-wit, on the 24th day of December, 1897, said Harry E. Agnew duly assigned said Mortgage deed to this defendant J.H. Kinkade, and that said assignment was duly entered of record.

That no part of the money mentioned in said promissory note and Mortgage has been paid, but is with the interest thereon at 8 per cent from the 25th day of December 1897, still due and unpaid. That said mortgage deed has become absolute.

Wherefore this defendant ask that his said Mortgage lien be declared the first and best lien upon said premises, that said mortgage be foreclosed and said real estate be sold and that out of the proceeds of the sale his said debt and interest be paid in full and for all proper relief.

J.H. Kinkade
Attorney.

State of Ohio, Union County, ss.

Personally appeared J. H. Kinkade, who being duly sworn says, that the allegations and facts stated in the foregoing pleading are true.

J. H. Kinkade.

Sworn to and subscribed before me this 21st day of Sept. 1898.

J. H. Connell Clerk of Court.

(Seal)

On the 21st day of September A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 75-57

The Cleveland Stone Co. vs Timothy L. Tobin et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the plaintiff and the Answer and Cross-petition of the defendant J. H. Kinkade.

The said defendant Timothy L. Tobin being in default for answer or demurrer to the said petition and said Cross-petition.

The Court finds that said defendant Timothy Tobin has been duly served with summons in this case, and the Court having heard the proofs and evidence adduced by the parties and being fully advised in the premises, doth find.

1. All and singular the statements contained in said petition and in said Cross-petition is by true.

2. That there is now due to the plaintiff from the said defendant, Timothy L. Tobin, upon the judgment as in plaintiff's petition set forth the sum of $125.65, which is entitled to draw interest at the rate of eight per cent per annum from the first day of the present term of this Court, to-wit, from Sept. 6th, 1898.

3. That there is also due the plaintiff from said defendant the sum of $2.00 and 50 cts. costs on filing of Transcript making $3.00, which said sum is entitled to draw interest at the rate of 6 per cent from the first day of this term, to-wit, from Sept. 6, 1898.

4. That there is due to said defendant J. H. Kinkade upon the cause of action stated in his Cross-petition herein, from said Timothy L. Tobin the sum of ($105.56) One Hundred five dollars and fifty-six cents, which is entitled to draw interest at the rate of 8 per cent per annum from the first day of the present Term of this Court, to-wit, from the 6th day of September 1898.

The Court further finds that said mortgage of said J. H. Kinkade be foreclosed.

5. And that except what may hereafter be found due to the State etc for taxes on said mortgaged property if any thing, the priority of liens of the parties hereto upon said mortgaged premises is as follows:

First, mortgage lien of J. H. Kinkade $105.56.

Second, Judgment lien of The Cleveland Stone Co. for $125.65 debt and $3.00 costs.

Wherefore it is adjudged by the Court that the said Cross-petitioner J. H. Kinkade recover against the said Timothy L. Tobin the said sum of $105.56 together with his costs in this behalf and 8% int. from Sept. 6/98 and that the Cleveland Stone Company, the plaintiff recover against the said Timothy L. Tobin the said sum of $125.65 with 8% int. from Sept. 6/98 and $3.00 with 6% int. from Sept 6, 1898 together with its costs in this behalf expended taxed at $ for all of which or either of which execution is awarded.

And it is further ordered by the Court that unless the said defendant Timothy L. Tobin pay or cause to be paid said above adjudged sum of money to the plaintiff The Cleveland Stone Company and said above adjudged sum to the said Cross-petitioner said J. H. Kinkade within 30 days from the date of the entry hereof, an order of sale issue to the Sheriff for the time being of said County, commanding him as such said Sheriff to cause said premises

Order of Sale

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advertised and sold as upon execution and that he bring the proceeds of such sale into court to be distributed according to ilo further order.

J.H.K.

On the 13th day of December A.D. 1898, the following Order of Sale was issued by the Clerk of this Court in-wit:

Order of Sale

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 21st day of September 1898, The Cleveland Stone Co. obtained a Judgment and Decree against Timothy L. Tobin for the sum of Two Hundred Thirty five and 3/00 Dollars, and Eleven and 6/100 Dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that said Timothy L. Tobin, within 30 days from the 21st day of September A.D. 1898, pay unto the said The Cleveland Stone Company and J.H. Kinkade the said sum of Two Hundred Thirty four & 3/00 Dollars, with interest from the 6th day of September 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 30 days aforesaid have fully expired, and the said sum of Two Hundred Thirty four and 3/00 Dollars, and costs aforesaid have not been paid, or any part thereof, as appears to us of record;

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

In the Village of Marysville- being part of Virginia Military Survey No. 3351, and situate on what is known as Seventh Street (in the Village of Marysville, and Commencing at a stake in the North margin of Seventh Street Easterly 294 feet from the Northeast corner of the intersection of Seventh and Ash Streets at the South west corner of a lot of land deeded by Maria and Reuben Partridge to Elizabeth A. Terry: Thence Easterly along said Seventh Street fifty five feet: Thence Northerly parallel with said Ash Street to a lot now owned by A.L. Whitney: Thence Westerly along the line of said Whitney's lot to the land now owned by Clara A. Kinkade: Thence south along the line of Clara A. Kinkade to Seventh Street to the beginning.

We, Therefore Command you, that you proceed to carry said Order, Judgment and decree into execution agreeably to the true intent, and that you cause 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 Marysville, this 13th day of December A.D. 1898.

(seal)

J.H. Gorsuch Clerk

On the 14th day of January A.D. 1899 the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

The State of Ohio Union County, ss.

Sheriff's Return

Sheriff's Fees	$	cts
Service		20
Levy		25
Sum. Appraisers	1	00
Sworn "		25

In obedience to the Command of the Order of Sale unto me issued, I did on the 13th day of December, 1898, summon J. L. Reagle, J. B. Gallamy and Ray D. Morse three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements herein described, upon actual view, and afterward, on the 13th

Writing Appraisal		25
Copy & "		25
Notice to Printer		25
Writing Notice		25
Mileage		82
Printing	2	79
Return		25
Revenue Stamps		60
Total	6	71
Appraisers Fees	3	00

day of December A.D. 1898 paid 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 $400.00. A certified copy of which said appraisal I herewith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 14th day of December A.D. 1898. 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 14th day of January A.D. 1899 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 January A.D. 1899, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Edith K. Otte who bid for the same, the sum of $279.00, and said sum, being more than two-thirds of the appraised value thereof, and said Edith K. Otte being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of $279.00.

Allen Harris, Sheriff
By J. Ed Robinson Deputy

On the 14th day of January A.D. 1899 the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Sheriffs Sale
7-5-57

The Cleveland Stone Co.
Timothy L. Tobin et al

Court of Common Pleas
Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio I will offer for sale at the north door of the Court House, in Marysville Ohio, on Saturday, January 14, 1899, at or about the hour of One o'Clock P.M. on said day the following real estate, to-wit:

Situate in the Village of Marysville, County of Union and State of Ohio, and bounded and described as follows:

Being part of Virginia Military Survey No. 3351, and situated on what is known as Seventh Street in the Village of Marysville and Commencing at a stake in the North margin of Seventh Street, easterly 297 feet from the northeast corner of the intersection of Seventh and Ash Streets at the southwest corner of a lot of land deeded by Maria and Burton Partridge to Elizabeth A. Torry; thence easterly along said Seventh Street 55 feet; thence northerly parallel with said Ash Street to a lot now owned by A. J. Whitney; thence westerly along the line of said Whitney's lot to the land now owned by Clara A. Strickler; thence south along the line of Clara A. Strickler to Seventh Street to the beginning.

Said lot of land is located upon West Seventh Street between Seventh Street on the South and Sixth Street on the north and between Court Street on the east and Ash Street on the west.

Appraised at $400.00.
Terms of Sale Cash.

J. Ed Robinson
Sheriff Union County Ohio.

The State of Ohio, Union County ss:

The undersigned being duly sworn says that a copy of the annexed Notice was published for five consecutive weeks in "The Marysville Tribune" a newspaper pub-

lished and of gnrl circulation in the County of Union, the first publication beginning with Dec 14, 1898.

N. C. Sharon.

Sworn to and subscribed before me this 14th day of January 1899.

(Seal)

J. N. Gamell Clerk

Costs Taxed $17.25.

On the 13th day of January A.D. 1899, the following Motion to confirm sale was filed with the Clerk of this Court, to-wit:

Motion to Confirm Sale &c. 75-857

The Cleveland Stone Company
vs
Timothy L. Tobin et al

Court of Common Pleas
Union County, Ohio.

The plaintiff by its attorney J. H. Kinkade moves the Court to confirm the sale of the Real Estate herein made by the Sheriff on the 14th day of January, 1899, and for an order upon the Sheriff to execute a deed to the purchaser, the said Edith N. Otte.

J. H. Kinkade Atty. for Pltff.

On the 16th day of January A.D. 1899, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 75-857

The Cleveland Stone Company
vs
Timothy L. Tobin et al

Court of Common Pleas
Union County, Ohio.

This day the return of the Order of Sale issued in this case was produced to the Court by the plaintiffs and the proceedings and sale of the Sheriff under the Commands and requirements of such Order of Sale being carefully examined by the Court and found by the Court in all respects in conformity to law, and the Court being satisfied of the legality of such said sale, which is hereby approved and confirmed by the Court, it is ordered that the Sheriff or the Sheriff for the time being, make to the purchaser Edith N. Otte, a deed for said lands and tenements so sold to said purchaser, and out of the money arising from said sale, it is further ordered by the Court, that said Sheriff pay:

First: The Taxes $1.81, and Second, all costs and expenses of this cause $39.72; Third, $1086.25 to J. H. Kinkade, defendant, whose the Court finds has the first and best lien, Fourth, $129.25 to The Cleveland Stone Company or its Attorney J. H. Kinkade who has the next best lien or judgment; Fifth, the balance if any to the defendant Timothy L. Tobin.

Approved.

Dow. Judy C.

Attest

J. N. Gamell Clerk

By Jno. A. Gamell 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, A.D. 1898, on the 2nd day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it Remembered that heretofore A.D. 1898, on the 4th day of May A.D. 1898, Joseph J. Dickinson filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Levi Longbrake et al, to-wit:

Petition 7548

Joseph J. Dickinson

vs

Levi L. Longbrake,
Mary S. Longbrake,
& Samisa J. Cassidy
The Farmers Bank

Court of Common Pleas
Union County, Ohio.

Petition,

First Cause of action,

The defendant Levi L. Longbrake and Mary S. Longbrake, are indebted to the plaintiff in the sum of Fifteen Hundred Dollars, which plaintiff claims, with interest from the first day of March, 1898, at Eight per cent payable semi-annually, on a promissory note, of which the following is a copy.

"Richmond, Indiana, December 20th, 1895.

Five years after date, I promise to pay to the order of Joseph J. Dickinson, Fifteen Hundred Dollars, at the Second National Bank, Richmond, Indiana, Value received, without any relief whatever from valuation and appraisement laws, with interest at the rate of Eight per cent per annum after maturity, payable semi-annually, and five per cent. Attorney's fee, the drawer and endorsers severally waive presentment for payment, protest and notice of protest and non-payment of this note.

It is expressly agreed that if default be made in the payment of any one of the Coupons hereto attached representing the semi-annual interest on this note, or any part thereof, as they severally become due, then the whole principal sum represented by this note shall, at the option of the holder hereof, immediately become due, and together with all accruages of interest thereon, may be collected.

It is further expressly agreed, that if at any time, until this note is fully paid, the premises made security for this note, or any portion thereof, shall be sold for any tax or assessment whatever, then, and in that event, this note, and all accrued interest thereon, shall immediately become due, and may be collected."

"P.O. Minneapolis
Minnesota"

"Levi L. Longbrake
Mary S. Longbrake".

Signed

There are no credits nor indorsements on said note.

Three of the interest Coupon notes attached to said principal note and representing semi-annual interest thereon are past due and unpaid, and the plaintiff, who is the holder of said principal note, exercised his option by declaring said note due from and after the first day of March, 1898.

Second Cause of action

The defendants, Levi L. Longbrake and Mary S. Longbrake, are indebted to plaintiff in the further sum of Seventy five Dollars, which plaintiff claims as the five per cent Attorney's fee stipulated and promised to be paid in the principal note set out under the first Cause of action herein, which principal note is made a part of this second Cause of action.

Said contract for the payment of Attorney's fee stipulated for performance

and payment in the State of Indiana, and the Supreme Court of said State of Indiana, in the case of Tuley vs. McClung, 67 Ind. 101 held that an unconditional stipulation in a note to pay attorney's fee is valid, Said decision is the present law of said State.

Third Cause of action.

The defendants, Levi L. Longbrake and Mary S. Longbrake, are indebted to plaintiff in the further sum of Forty-five Dollars, which plaintiff claims, with interest at Eight per cent (payable semi-annually from the first day of March, 1897, upon an interest Coupon note, attached to said principal note, of which Coupon note the following is a copy.

"$45.00 Richmond Ind. Dec. 20th, 1895.

"March 1st, 1897, after date, I promise to pay to the order of Joseph J. Dickinson, Forty five Dollars, at the second National Bank, Richmond, Indiana, (with interest at the rate of Eight per cent per annum after maturity, payable semi-annually) being the semi-annual interest on the note hereto attached of even date herewith, and subject to all the conditions of said note.

Levi L. Longbrake
Mary S. Longbrake"

There are no credits nor indorsments on said note.

Fourth Cause of action.

The defendants, Levi L. Longbrake and Mary S. Longbrake, are indebted to plaintiff in the further sum of Forty Five Dollars, which plaintiff claims, with interest at eight per cent (payable semi-annually) from the first day of September, 1897, upon another interest Coupon note attached to said principal note, of which Coupon note the following is a copy.

"$45.00 Richmond Ind. Dec. 20th, 1895.

Sept. 1st, 1897 after date, I promise to pay to the order of Joseph J. Dickinson, Forty five Dollars, at the Second National Bank, Richmond, Indiana, (with interest at the rate of eight per cent per annum after maturity, payable semi-annually,) being the semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note."

"Levi L. Longbrake
Mary S. Longbrake"

There are no credits nor indorsements on said Coupon note.

Fifth Cause of action.

The defendants Levi L. Longbrake and Mary S. Longbrake are indebted to plaintiff in the still further sum of Forty five Dollars, which plaintiff claims, with interest at Eight per cent (payable semi-annually) from the first day of March, 1896, upon another interest Coupon note attached to said principal note of which Coupon note the following is a copy.

"$45.00 Richmond, Ind. Dec. 20th, 1895.

"March 1st, 1896, after date I promise to pay to the order of Joseph J. Dickinson Forty-five Dollars, at the Second National Bank, Richmond Indiana, (with interest at the rate of eight per cent per annum after maturity, payable semi-annually) being the semi-annual interest on the note hereto attached, of even date herewith, subject to all the conditions of said note,"

"Levi L. Longbrake"
"Mary S. Longbrake"

There are no credits nor indorsements on said Coupon note.

Sixth Cause of action.

At the time of delivering said principal note and interest Coupon notes, and to secure the payment of the same, together with interest and said Attorney's fee, the defendants, Levi L. Longbrake and Mary S. Longbrake, his wife, duly executed and delivered to plaintiff their Mortgage deed, conveying the following premises:

Situate in the County of Wayne, in the State of Ohio, and bounded

described as follows= The following described part of Virginia Military Survey No. 3354, situate in the Village of Marysville, Union County, State of Ohio; Beginning at a stake in the center of Mill Creek, (Witness a hickory South 7° E. 2.18 poles), Northwest corner to lands formerly owned by B. A. Fay= Thence up the center of said Creek, with the meanders thereof to the original North line of said Survey No. 3354, Thence with said line, S. 86° W. 40.32 poles to a stake in the center of Mill Creek; Thence up the center of said Creek with the meanders thereof to the East line of lands formerly owned by Jared H. Clement; Thence with said line S. 3° E. 110 poles to a stake in the North line Third Street in said Village of Marysville; Thence with said line S. 85° E. 91 poles to a stake in the East line of the Levi Longbrake farm; Thence with said line N. 3° W. 117.20 poles to the place of beginning, containing Sixty Seven and 37/100 (67 37/100) acres of land, more or less, Excepting three (3) acres owned by the Toledo and Ohio Central Rail Road Co., Also excepting therefrom the following parcels of land conveyed by Levi L. Longbrake to Samuel Marsh, Janry. 31st, 1893- to-wit:

Beginning at a stake in the East line of the Levi Longbrake farm and Northwest corner of a lot of land owned by Samuel March: Thence N. 86° 30' W. 236 feet to a stake in the East line of Mary Place, if extended= Thence S. 4° 15' W. 142½ feet to a stake in the North line of Third Street (at the North East corner of Third Street and Mary Place)- Thence with the North line of Third Street, S. 85° E. 261½ feet to the West line of said Samuel Marsh's land; Thence with said line N. 6° 10' W. 148 feet to the place of beginning containing 63/100 of an acre, more or less, leaving 63 30/100 acres, more or less, with certain rights and privileges which are reserved in the conveyance to the said Toledo and Ohio Central Rail way Company.

Said Mortgage contained a condition, that if said Levi Longbrake and Mary L. Longbrake, or either of them, should pay, or cause to be paid the principal note and interest Coupon notes heretofore set out herein, together with certain other Coupon notes, then said Mortgage was to be void, otherwise to be in full force.

The condition of said mortgage has been broken and the same has become absolute. On the 27th day of December, 1898, at 2 O'clock P. M. said Mortgage was duly left for record with the Recorder of Union County, Ohio, and was duly recorded in Book 35, Pages 403 et seq of his Mortgage record- The same is a valid and subsisting first lien upon said premises.

The defendants, Clarrisa J. Casil and The Farmers Bank- which is a partnership organized for the purpose of doing business in the State of Ohio, have or claim to have some lien or interest in said premises, but plaintiffs avers they are subordinate to plaintiffs lien.

Plaintiffs therefore asks judgment against the defendants Levi L. Longbrake and Mary L. Longbrake, in the sum of Seventeen Hundred and Ten ($1710.00) Dollars, with interest at eight per cent (payable semi-annually) upon $1545.00 thereof from March 1st, 1898, upon $45.00 thereof from March 1st, 1897, and upon $45.00 thereof from September 1st, 1897; that said premises may be sold and the proceeds applied to the payment of said judgment, and that said Clarrisa J. Casil and The Farmers Bank may be made defendants herein and required to answer, setting up their liens or claims, if any or be forever barred and estopped from hereafter asserting the same.

J. E. Griffith
Atty. for Plaintiffs

State of Ohio, Union County, ss.

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

J. E. Griffith.

Summons

Sheriff's Return

Affidavit for Publication 7548

Sworn to and subscribed before me this 4th day of May, A.D. 1898.
J.N. Gomell Clerk of Court

(seal)

To the Clerk=

Issue summons in this case to the Sheriff of Miami County, Ohio, for the defendant- Clarissa J. Cassil, returnable according to law; Endorse- Petition for personal judgment and foreclosure of Mortgage &c.

J. E. Griffith
Atty. for Plaintiff.

We hereby waive the issuing and service of summons and voluntarily enter our appearance therein, this 4th day of May, 1898.
The Farmers Bank pr. John M. Brodrick Atty.

On the 4th day of May A.D. 1898, the following Summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Miami County.

To the Sheriff of Miami County=

You are hereby commanded to notify Clarissa J. Cassil, that she has been sued by Joseph J. Dickinson in the Court of Common Pleas of Miami County, and must answer by the 4th day of June 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 16th day of May A.D. 1898.

Witness my hand and the seal of said Court, this 4th day of May A.D. 1898.

(seal)

J.N. Gomell Clerk

Sheriff's Return

On the 11th 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 Fees	do
Service & Return	50
Mileage	16
Copy	15
Total	81

Sheriff's Return.

The State of Ohio, Miami County, ss.

Received this writ May 5th, 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 Clarissa J. Cassil personally on May 10th, 1898.

J. Ed Robinson, Sheriff.

Affidavit for Publication 7548

On the 4th day of May A.D. 1898, the following Affidavit for Publication was filed with the Clerk of this Court, to-wit:

Joseph J Dickinson
vs
Levi L. Longbrake et al

Court of Common Pleas
Miami County Ohio.

State of Ohio, Miami 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 Miami County Ohio, and now absent therefrom and that service of Summons can not be made in this State on the defendant, Levi L. Longbrake and Mary E. Longbrake; and that the cause is one of those mentioned in Section five thousand and forty-eight of the Revised Statutes of Ohio.

J. E. Griffith

Sworn to and subscribed before me this 4th day of May A.D. 1898.

(seal)

J.N. Gomell
Clerk of Court.

Legal Notice

Levi L. Longbrake and Mary L. Longbrake, residing in Minneapolis Minnesota, will take notice that on the 4th day of May, 1898, Joseph J. Dickinson filed his petition in the Court of Common Pleas of Union County Ohio, in case No. 7548 against the above named parties and others, praying for a personal judgment and the foreclosure of a mortgage given by the above named parties to plaintiff on 63½ acres of land situated in the Village of Marysville Survey No. 3354, County of Union and State of Ohio, given to secure a debt upon which there is now due $1710, with interest at 8 per cent payable semi-annually upon $45 thereof from March 1st, 1897, upon $45 thereof from September 1st, 1897 and upon $1665 thereof from March 1st 1898.

Said parties are required to answer on or before the 25th day of June 1898 or judgment may be taken against them,

Joseph J. Dickinson, Plaintiff

May 4, 1898-

The State of Ohio, Union County, ss.

The undersigned, being duly sworn says that a copy of the annexed Notice was published for six consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with May 4, 1898.

W. O. Shearer.

Sworn to and subscribed before me, this 5th day of July, 1898.

(Seal)

J. N. Connell Clerk

Printers Fees $10.50

Answer and Cross-Petition

7548

On the 4th day of June A. D. 1898, the following Answer and Cross-petition was filed with the Clerk of this Court to-wit:

Joseph J. Dickinson

vs

Levi L. Longbrake et al

Court of Common Pleas

Union County, Ohio.

And now comes the said defendant Clarissa J. Cassil and for her answer to plaintiffs petition herein filed and by way of Cross-petition herein says; That the said defendant Levi L. Longbrake is indebted to said defendant Clarissa J. Cassil on a certain promissory note, of which the following is a copy;

"$1300.00 Minneapolis, Minn. Aug. 24, 1896.

One year after date I promise to pay to the order of Clarissa J. Cassil Thirteen Hundred Dollars, at Chicago Ill Value received, with interest before and after maturity at the rate of 8 per cent per annum, until paid.

Levi L. Longbrake."

Indorsed; "Received $50.00 April 16, 1898."

There are no other credits or indorsements on said note.

Said Clarissa J. Cassil is now the legal owner and holder of said note, and there is due and remaining unpaid thereon from said defendant Levi L. Longbrake to said defendant Clarissa J. Cassil the sum of Thirteen Hundred Dollars, with eight per cent interest thereon from August 24th 1896, subject to said credit of $50.00 of date of April 16, 1898.

Said defendant Clarissa J. Cassil further says, that on said 24th day of August 1896, and in order to secure the payment of said note and interest, said defendant, Levi L. Longbrake and Mary L. Longbrake executed and delivered to said defendant Clarissa J. Cassil their Mortgage deed and thereby conveyed to said defendant Clarissa J. Cassil the following described real estate, viz: Lying and being in the County of Union and State of Ohio, and in the Virginia Military District and bounded and described as follows, viz:

Part of Survey No. 3354, Beginning at a stake in the center of Mill Creek, witness a hickory S. 10½° E. 2 7/100 poles: Thence up the center of the Creek to the original north line of the Survey, witness a Sycamore in said line: Thence with said Survey line S. 81½° W. 36 poles meaning from the

Entry 7548

Sycamore (38 poles from the center of the Creek) to a stake on the bank of said Mill Creek; thence S. 38° W. 18½ poles to a stake in the center of the Creek and in the line of Jared H. Clements land; thence with said Clements line S. 8¼° E. to the north line of Third Street in the Village of Marysville as laid out and shown by the plat of L. L. Longbrake's Addition to Marysville; thence easterly along the north line of said Third Street to the south west corner of a lot of land conveyed by L. L. Longbrake to Samuel Marsh; thence northerly along the westerly line of said last named lot to the north west corner thereof; thence easterly along the northerly line of said lot to the north east corner thereof in the west line of a lot of land formerly owned by Samuel McAllister; thence N. 8¼° W. along the west line of said McAllister, Marion Taylor and B. A. Fayo lands to the point of beginning. Excepting therefrom lands deeded to The Toledo and Ohio Central Railway Company.

The Condition contained in said mortgage was in substance, that if said Levi L. Longbrake should pay or cause to be paid the said note and interest thereon, above mentioned then said mortgage to be void, otherwise to remain in full force and virtue in law forever.

Said Mortgage also contained the following as a part of the conditions and stipulations, viz; that in case of a sale of said premises for the default of said Levi L. Longbrake, then said Clarissa J. Cassil to retain out of the proceeds thereof the sum of fifty dollars Attorneys fees, the said premises as to attorneys fees being provided by the Statute of said State of Minnesota, where said note payable according to Secs. 6074, 6076, G. S. 1878 Ch 81 38 4446.

On the 25th day of September 1896, at 8 O'clock A. M. said Mortgage was filed with the Recorder of said Union County Ohio, and the same was by him duly recorded in Volume 38 page 499 of the Records of Mortgages of said Union County, Ohio.- Said deed has become absolute.

The said defendant Clarissa J. Cassil therefore prays judgment against said defendant Levi L. Longbrake for said sum of Thirteen Hundred Dollars at 8 per cent interest from August 24, 1896, subject to a credit of fifty dollars paid April 16, 1898, and for the sum of fifty dollars Attorneys fees herein; that said Mortgage may be foreclosed said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness and attorney fee in the order of the priority of her lien on said premises, and for all other proper relief to which she may be entitled.

John M. Broderick
Attorney for Clarissa J. Cassil.

The State of Ohio. Union County ss.

Clarissa J. Cassil, the above named defendant, being sworn, makes oath that the facts stated in the foregoing answer and Cross-petition are, as affiant believes, true

Clarissa J. Cassil.

Sworn to by said Clarissa J. Cassil before me, and signed by her in my presence this 4th day of June, 1898.

Jno A. Gosnell Deputy Clerk.

(seal)

On the 6th day of September A. D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7548

Joseph J. Dickinson
vs
Levi L. Longbrake et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, Joseph J. Dickinson, and the evidence; On consideration whereof the Court find that the defendants Levi L. Longbrake and Mary S. Longbrake 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 said plaintiff, Joseph J. Dickinson, from the said defendants, Levi L. Longbrake and Mary S. Longbrake on the contract in writing set forth in said petition to the first day of this term, to-wit; September 5th, 1898, the sum of One Thousand Six Hundred and Ninety Two 92/100 Dollars, debt, and Seventy five Dollars Attorneys fees.

The Court further find that in order to secure the payment of said contract in writing, the defendants Levi L. Longbrake and Mary A. Longbrake, his wife, executed and delivered to said plaintiff, Joseph J. Dickinson, their certain mortgage as in the petition described, and on the premises therein described: that said Mortgage was duly recorded in Volume 35, page 403, 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 of said Mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, Joseph J. Dickinson, recover from the said defendants Levi L. Longbrake and Mary A. Longbrake the said sum of Seventeen Hundred and Sixty-seven 67/100 Dollars, with interest on $1692.00 at eight per cent per annum from and after September 6th, 1898 and his costs herein expended.

And it is further ordered and decreed that unless the said defendants Levi L. Longbrake and Mary A. Longbrake, shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest as aforesaid from and after September 6th, 1898, the defendants equity of redemption be foreclosed, and said premises be sold, and 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.

Brodrick for Pltff.

On the 13th day of September 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, } To the Sheriff of said County - Greeting:
Union County, ss.

Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 6th day of September, 1898, Joseph J. Dickinson obtained a Judgment and Decree against Levi L. Longbrake and Mary A. Longbrake, for the sum of $1767.66, and $2.70, Costs of suit.

Sheriff's Return

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Levi L. Longbrake and Mary A. Longbrake within three days from the 6th day of September A. D. 1898, pay or cause to be paid unto the said Joseph J. Dickinson, the said sum of $1767.66, with interest on $1692.00 from the 6th day of September, 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 $1767.66 and costs aforesaid, have not been paid, or any part thereof, as appears to me of record; We, therefore, Command You, that You proceed, without delay, to appraise, advertise and sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit:

The following described part of Virginia Military Survey No. 3354: Situated in the Village of Marysville, County of Union and State of Ohio,

Beginning at a stake in the center of Mill Creek (witness a hickory S. 7° E. 2.18 poles) Northwest corner to lands formerly owned by B. A. Fay: thence up the center of said Creek with the meanders thereof to the original North line of said Survey No. 3354: thence with said line S. 86° W. 40.32 poles to a stake in the center of Mill Creek; thence up the center of said Creek, with the meanders thereof to the East line of lands formerly owned by Jared A. Element: thence with said line S. 5° E. 110 poles to a stake in the north

line of Third Street in said Village of Marysville: Thence with said line S. 85° E. 91 poles to a stake in the east line of the Levi Longbrake farm; Thence with said line N. 5° W. 117.2° poles to the place of beginning, containing 67 33/100 acres of land more or less. Excepting 3 acres owned by the Toledo and Ohio Central Rail Road Co. Also excepting therefrom the following parcel of land conveyed by Levi L. Longbrake to Samuel Marsh, January 31st, 1893, to-wit:

Beginning at a stake in the east line of the Levi Longbrake farm and Northwest corner of a lot of land owned by Samuel Marsh: Thence N. 86° 30' W. 33.5 feet to a stake in the east line of Mary Place of splendid; Thence S. 4° 15' W. 142½ feet to a stake in the North line of Third Street (at the Northeast corner of Third Street and Mary Place), Thence with the North line of Third Street S. 85° E. 26 1/2 feet to the west line of said Samuel Marsh's land; Thence with said line N. 6° 10' W. 148 feet to the place of beginning, Containing 82/100 of an acre more or less, leaving 63 85/100 acres more or less, with certain rights and privileges which are reserved in the conveyance to the said Toledo and Ohio Central Rail Way Company.

We, therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the term thereof, and that you appraise 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 hereto to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 13th day of September, A.D. 1898

(Seal)

J.N. Grosell Clerk

On the 15th day of October A.D. 1898, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

The State of Ohio } Union County, ss.

Sheriff's Return

Sheriff's Fees	$	¢
Service		25
Levy		25
Sum. Appraisers	1	00
Swor. "		25
Writing Appraisal		25
Copy "		25
Notice to Printer		25
Writing Notice		25
Mileage		16
Return		25
Total	3	16
Appraisers Fees	3	00

In obedience to the Command of the Order of Sale hereto annexed, I did, on the 13th day of September, 1898. Summon D.W. Ayers, C.S. Hamilton and J.C. Kennedy, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements herein described, upon actual view, and afterward, on the 13th day of September 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 Seven Hundred and Sixty Two 50/100 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 14th day of September, 1898, 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 15th day of October 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 15th day of October 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 no bidders.

This writ returned for the want of time and Alias Order asked for, by order of plaintiffs Attorney.

J. Ed Robinson, Sheriff.

Sheriffs Sale
73-48

J. Ed. Bordrick, Attorney.

Court of Common Pleas
Union County, Ohio.

Joseph J. Dickinson
vs
Levi L. Longbrake et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, October 15, 1898, 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 Paris County of Union and State of Ohio, and bounded and described as follows: The following described part of Virginia Military Survey No. 3354, situate in the Village of Marysville, Union County, State of Ohio:

Beginning at a stake in the center of Mill Creek (witness a hickory S. 7° 15' E. 3 17/100 poles) northwest corner to lands formerly owned by B. A. Fay; thence up the center of said Creek with the meanders thereof to the original north line of said survey No. 3354; thence with said line S. 86° W. 40 32/100 poles to a stake in the center of Mill Creek; thence up the center of said Creek with the meanders thereof to the east line of lands formerly owned by Jared H. Clement; thence with said line S. 5° E. 110 poles to a stake in the north line of Third Street in said village of Marysville; thence with said line S. 85° E. 91 poles to a stake in the east line of Levi Longbrake's farm; thence with said line N. 5° W. 117 22/100 poles to the place of beginning, containing 67 & 32/100 acres of land, more or less. Excepting three (3) acres owned by the Toledo and Ohio Central Rail Road Co. also excepting therefrom the following parcel of land conveyed by Levi L. Longbrake to Samuel Marsh, January 31st, 1893, to-wit:

Beginning at a stake in the east line of the Levi Longbrake farm and northwest corner of a lot of land owned by Samuel Marsh; thence N. 86° 30' W. 235 feet to a stake in the east line of Mary Place if extended; thence S. 4° 15' W. 142½ feet to a stake in the north line of Third Street (at the northeast corner of Third Street and Mary Place); thence with the north line of Third Street S. 85° E. 261½ feet to the west line of said Samuel Marsh's land; thence with said line N. 6° 10' W. 148 feet to the place of beginning, containing 83/100 of an acre, more or less, with certain rights and privileges which are reserved in the conveyance to the said Toledo and Ohio Central Railway Company.

Appraised at $75.00 per acre.
Terms of sale Cash.

J. Ed Robinson, Sheriff
Union County, Ohio.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for five consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Sept. 14, 1898.

W. C. Shearer.

Sworn to before me and subscribed in my presence, this 14th day of January A. D. 1899.

(Seal)

J. K. Bonnell Clerk.

Printers Fees. 8 23 25.

Alias Order of Sale

On the 17th day of October A. D. 1898, 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, At a term of Court of Common Pleas, holden at the Court House within and for said County, upon the 6th day of September, 1898, Joseph J. Dickinson obtained a judgment and decree against Levi L. Longbrake and Mary A. Longbrake for the sum of One Thousand Seven Hundred and Sixty Seven and 84/100 Dollars, and Fifty Nine and 36/100 Dollars, costs of suit;

Sheriff's Return

Notice to
Writing
Mileage
Return

Thirty da

And Whereas, it was then and there by said Court ordered, adjudged and decreed that the said Levi L. Longbrake and Mary L. Longbrake within three days from the 5th day of September, A.D. 1898, pay unto the said Joseph J. Dickinson the sum of One Thousand Seven Hundred and Sixty Seven and 84/100 Dollars, with interest at 8 per cent on $1692.86 from the 6th day of September, 1898 and costs aforesaid; and upon default to pay the same, that an Order of Sale issue to the Sheriff of said County, Commanding him to proceed according to the Statute regulating Judgments and Executions at-Law, to sell the real estate described in plaintiff's petition, etc.

And Whereas, after the three days aforesaid have fully expired, and the said sum of One Thousand Seven Hundred and Sixty Seven and 84/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appeared to me of record, then in accordance with said order of the Court an order of sale issued out of said Court, on the 13th day of September, A.D. 1898, under which the following lands and tenements were appraised, advertised and offered for sale.

Situated in Union County, Ohio to-wit; and bounded and described as follows:- The following described part of Virginia Military Survey No. 3354: Situate in the Village of Marysville, Union County State of Ohio:- Beginning at a stake in the center of Mill Creek (witness a hickory N. 7° 15' E. 2.18 poles) North West corner to lands formerly owned by B.A. Fay; Thence up the center of said creek with the meanders thereof to the original North line of said Survey No. 3354: Thence with said line S. 86° W. 40.32 poles to a stake in the center of Mill Creek; Thence up the center of said Creek with the meanders thereof to the East line of lands formerly owned by Jared H. Clement; Thence with said line S. 3° E. 110 poles to a stake in the north line of Third Street in said Village of Marysville: Thence with said line S. 85° E. 91 poles to a stake in the east line of the Levi Longbrake farm: Thence with said line N. 3° W. 117.20 poles to the place of beginning, Containing 67 32/100 acres of land, more or less, excepting three (3) acres owned by the Toledo and Ohio Central Rail Road Co.- Also excepting therefrom the following parcel of land conveyed by Levi L. Longbrake to Samuel Marsh, January 31st, 1893, to-wit: Beginning at a stake on the East line of the Levi Longbrake farm, and North West corner of a lot of land owned by Samuel Marsh; Thence N. 86° 30' W. 235 feet to a stake in the east line of Mary Place if extended: Thence S. 4° 15' W. 142 1/2 feet to a stake on the north line of Third Street (at the North east corner of Third Street and Mary Place). Thence with the North line of Third Street S. 85° E. 261 1/2 feet to the west line of said Samuel Marsh's land; Thence with said line N. 6° 10' W. 148 feet to the place of beginning, containing 8 3/100 acres more or less, with certain rights and privileges which are reserved in the conveyance to the said Toledo and Ohio Central Railway Company.

And whereas, no sale was had under said order. We, Therefore Command you, that you proceed without delay to advertise and sell, according to the Statute regulating sales on Judgments and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to-wit: $4762.80, and the moneys arising from said sale and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my hand and the seal of said Court, this 17th day of October, A.D. 1898.

(Seal)

J.N. Connell Clerk

On the 19th day of November A.D. 1898 the Sheriff of said County returned said writ to the Clerks office in said County, which return is as follows:

The State of Ohio, Union County, ss.

Sheriff's Return

Sheriff's Fees	cts
Notice to Printer	25
Writing Notice	25
Mileage	16
Return	25
Total	91

In obedience to the command of the order of sale hereto annexed, I did on the 19th day of October, 1898, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in said County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 19th day of November, 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 November A.D. 1898, 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 no bidders.
This writ returned for want of bidders and time.

J. Ed Robinson, Sheriff.

John M. Brodrick, Attorney.
Court of Common Pleas
Union County, Ohio.

Sheriff's Sale 75-48

Joseph J. Dickinson
vs
Levi L. Longbrake et-al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, November 19, 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, and bounded and described as follows; The following described part of Virginia Military Survey No. 3357, situate in the village of Marysville, Union County, State of Ohio; Beginning at a stake in the center of Mill Creek (witness a hickory pointe 7° 15' East 2 17/100 poles) northwest corner to lands formerly owned by B. A. Fox; thence up the center of said creek with the meandus thereof to the original north line of said survey No. 3357; thence with said line S. 86° W. 40 37/100 poles to a stake in the center of Mill Creek; thence up the center of said Creek with the meandus thereof to the east line of lands formerly owned by Jared A. Clement; thence with said line S. 3° E. 110 poles to a stake in the north line of Third Street in said Village of Marysville; thence with said line S. 88° E. 91 poles to a stake in the east line of Levi Longbrake Farm; thence with said line N. 3° W. 117 29/100 poles to the place of beginning, containing Sixty-seven and 32/100 (67 32/100) acres of land, more or less.

Excepting Three (3) acres owned by the Toledo and Ohio Central Railroad Co. also excepting therefrom the following parcel of land conveyed by Levi L. Longbrake to Samuel Marsh, January 31st, 1893, to-wit:- Beginning at a stake in the east line of the Levi Longbrake farm and northwest corner of a lot of land owned by Samuel Marsh; thence N. 86° 30' W. 235 feet to a stake in the east line of Mary Place if extended; thence S. 4° 15' W. 143½ feet to a stake in the north line of Third Street (at the north east corner of Third Street and Mary Place); thence with the north line of Third Street S. 85° E. 261½ feet to the west line of said Samuel Marsh's land; thence with said line N. 6° 10' W. 148 feet to the place of beginning, containing 87/100 of an acre, more or less, leaving 63 50/100 acres more or less with certain rights and privileges which are reserved in the conveyance to the said Toledo and Ohio Central Railway Company.

Appraised at $45.00 per acre
Terms of sale Cash.

J. Ed Robinson
Sheriff Union County, Ohio.

Oct. 19, 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 Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Oct. 19, 1898.

W. O. Shearer.

Sworn to and subscribed before me, this 14th day of January 1899.

(seal)

J. M. Connell Clerk.

Printers Fees, $2.25.

On the 10th day of December A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 75-48

Order of Re-Appraisement and Sale.

Entry 75-48

Joseph J. Dickinson
vs
Levi L. Longbrake et al

Court of Common Pleas
Union County, Ohio.

This day this Cause came on for hearing on motion of the plaintiff for a re-appraisement herein, and it appearing to the Court that said premises had been twice advertised and twice offered for sale, and returned, not sold for want of bidders.

It is ordered that a new order of appraisement and sale be issued to the Sheriff herein to appraise, advertise and sell said premises in accordance with the former order of the Court herein.

Cordrick for Pltff.

Order of Re-Appraisement and Sale.

On the 12th day of December A.D. 1898, the following Order of Re-Appraisement and Sale was issued by the Clerk of this Court, Viz-wit:

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

Whereas in pursuance of an order of our Court of Common Pleas, within and for said County, at the September Term thereof, A.D. 1898, in a certain action wherein Joseph J. Dickinson was Plaintiff and Levi L. Longbrake et al Defendants, a writ issued out of said Court for the sale of the premises hereinafter described, and whereas no sale being had under said order an alias for the sale thereof issued on the 17th day of October 1898.

And whereas, no sale being had under said order, the Court has therefore ordered a re-appraisement and sale of the same;

We Command you to proceed without delay, and cause to be appraised and advertised, and to sell according to law, the following described Real Estate, situate in the County of Union and State of Ohio, and bounded and described as follows:-

The following described part of Virginia Military Survey No. 3354, situated in the Village of Marysville, Union County, State of Ohio; Beginning at a plate in the center of Mill Creek (witness a hickory S. 7° 15' E. 2.18 poles) Northwest corner to lands formerly owned by D.R. Fay; thence up the center of said creek with the meanders thereof to the original north line of said Survey No. 3354; thence with said line S. 86° W. 40.32 poles to a plate in the center of Mill Creek; thence up the center of said Creek with the meanders thereof to the east line of lands formerly owned by Jared H. Clement; thence with said line S. 5° E. 110 poles to a plate in the north line of Third Street in said Village of Marysville; thence with said line S. 85° E. 91 poles to a plate in the east line of the Levi Longbrake farm; thence with said line N. 5° W. 117.20 poles to the place of beginning, containing Sixty Seven & 89/100 (67 89/100) acres of land, more or less. Excepting three (3) acres owned by the Toledo and Ohio Central Railroad Co., also excepting therefrom the following parcel of land conveyed by Levi L. Longbrake to Samuel Marsh, January 31st 1893, to-wit:

Beginning at a stake in the east line of the Levi Longbrake farm and northwest corner of a lot of land owned by Samuel Marsh; thence N. 86° 30' W. 235 feet to a plate in the east line of Mary Place if extended; thence S. 4° 15' W. 142½ feet to a plate in the north line of Third Street (at the northeast corner of Third Street and Mary Place); thence with the north line of Third Street S. 85° E. 261½ feet to the west line of said Samuel Marsh's land; thence with said line N. 6° 10' W. 148 feet to the place of beginning, containing 89/100 of an acre more or less, leaving 63 79/100 acres more or less, with certain rights and privileges which are reserved in the conveyance to the said Toledo and Ohio Central Railway Company.

To satisfy a judgment rendered in favor of said plaintiff against said defendant, for the sum of One Thousand Seven Hundred Sixty Seven and 86/100 Dollars, damages, and Twenty Nine and 70/100 Dollars, costs of suit, with interest at the rate of Eight per cent on $1692.86 from the 5th day of September, 1898, until paid, and that you make report of your proceedings herein to our

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" a pres-
Oct. 19, 1898.
Clerk.
Clerk.
was filed

Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, this 12th day of December A.D. 1898.

(Seal)

J.S. Conrad Clerk

The State of Ohio } ss.
Union County }

Sheriff's Return

Sheriff's Fees	$	cts
Service		25
Levy		25
Each. Appraisers	1	00
Swear. "		25
Writing Appraisal		25
Copy of "		25
Notice to Printer		25
Writing Notice		25
Mileage		32
Summons	23	25
Return & Stamps	2	85
Total	29	20
Appraisers Fees	3	00

In obedience to the command of the order of sale hereto annexed, I did on the 12th day of December 1898, summon Thos M. Braman, F.J. Arthur and J.B. Galloway, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 12th day of December A.D. 1898, said Appraisers returned to me, under their signatures, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Thirty four Hundred and Ninety Two & 50/100 Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of Court of Common Pleas of said County, and on the 14th day of December 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 14th day of January A.D. 1899, 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 no pursuance to said Notice, I did on said 14th day of January, A.D. 1899, at the time and place above mentioned proceed to offer said lands and tenements at public sale, at the door of said Court House: and then and there came Josephine M. Thompson, who bid for the same the sum of Twenty Three Hundred and Twenty Eight & 50/100 Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Josephine M. Thompson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of Twenty Three Hundred and Twenty Eight & 50/100 Dollars.

Allen Haines Sheriff
By J. Ed Robinson Deputy.

On the 14th day of January A.D. 1899 the following Sheriff's Sale was filed with the Clerk of this Court, to-wit:

Sheriff's Sale 7548

Joseph J. Dickinson
to
Levi L. Longbrake et al

Court of Common Pleas
Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, January 14, 1899, 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, and bounded and described as follows: The following described part of Virginia Military Survey No. 3354, situated in the Village of Marysville, Union County, State of Ohio, Beginning at a stake in the center of Mill Creek (witness a hickory S. 7° 15' E. 12 7/100 poles), northwest corner to lands formerly owned by B.A. Fay; thence up the center of said creek with the meanders thereof to the original north line of said Survey No. 3354; thence with said line S. 86° W. 40 39/100 poles to a stake in the center of Mill Creek; thence up the center of said creek with the meanders thereof to the east line of lands formerly owned by Jared H. Clement; thence with said line S. 5° E. 110 poles to a stake in the north line Third Street in said Village of Marysville; thence with said line S. 85° E. 91 poles to a

Entry 7548

stake in the east line of Levi Longbrake farm: thence with said line N. 5° W. 117 2/100 poles to the place of beginning, containing Sixty Seven and 83/100 (67 83/100) acres of land more or less.

Excepting three (3) acres owned by the Toledo and Ohio Central Railroad Co. also excepting therefrom the following parcel of land conveyed by Levi L. Longbrake to Samuel Marsh, January 31, 1893, to-wit:

Beginning at a stake in the east line of the Levi Longbrake farm and northwest corner of a lot of land owned by Samuel Marsh: thence N. 86° 30' W. 235 feet to a stake in the east line of Mary Place if extended: thence S. 4° W. 15' W. 142½ feet to a stake in the north line of Third Street at the northeast corner of Third Street and Mary Place: thence with the north line of Third Street S. 85° E. 261½ feet to the west line of Samuel Marsh's land: thence with said line N. 6° 10' W. 148 feet to the place of beginning, containing 83/100 of an acre more or less, leaving 63 57/100 acres more or less with certain rights and privileges which are reserved in the conveyance to the said Toledo and Ohio Central Railway Company.

Appraised at $55.00 per acre.
Terms of sale, Cash.

J. Ed Robinson, Sheriff
Union County, Ohio.

December 14, 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 Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with Dec. 14 1898.

W. D. Shearer.

Sworn to and subscribed before me, this 14th day of January 1899.

(seal)

J. N. Gosnell Clerk.

On the 16th day of January A.D. 1899 the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7348 — Joseph J. Dickinson vs Levi L. Longbrake et al — Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein, and the Court having examined the proceedings and return of said Sheriff, and finding the same in all respects in conformity to law and the former order of this Court, it is ordered that said sale be, and the same hereby is approved and confirmed, and the Sheriff is ordered to execute and deliver a deed therefor to the purchaser, Josephine M. Thompson - And the Court coming now to distribute the proceeds of said sale, it is ordered that said Sheriff out of the money in his hands, viz, the sum of $2328.55, pay:

First - To the Treasurer the taxes, penalty and interest amounting to	$ 208.53
Second - To the Clerk of this Court the costs herein, amounting to	$ 147.26
Third - To the plaintiff the amount of its judgment and interest	$1815.99
Fourth - To the defendant Clarissa J. Cassil to apply on her claim the balance of said proceeds amounting to	$ 156.77
	$2328.55

Said purchaser is hereby subrogated to all the rights of the lien holders herein so far as the same may be paid for the protection of her title, and Execution is awarded to put said purchaser in possession of said premises.

The Clerk is ordered to enter cancellation of the mortgages herein set up.

Bordwick.

Attest
J. N. Gosnell Clerk
By Jno. A. Gosnell 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 D. Duncan Dow, Judge of the said Court, of the Term of January, to-wit on the 19. day of January in the year of Our Lord One Thousand nine hundred.

Be it remembered that heretofore, to-wit on the 26 day of August A. D. 1899 The Michigan Mutual Life Insurance Company filed in the Clerks Office of the said Court of Common Pleas the following Petition against Alf Scott et al.

No 7707 Petition

The Michigan Mutual Life Insurance Company, a corporation duly organized and existing under the laws of the State of Michigan,

Plaintiff

vs.

Alf Scott, Lydia Scott, James H Roney, Rebecca Roney, A Cameron T. T. Arthur as Administrator of S. Johnson, deceased, A. B. Robinson, as Executor of the estate of James M Robinson, deceased, R. B. Robinson The First National Bank of Delaware, Delaware, Ohio, John H Wood, Darius Mc Intire, S. N. Mc Clond, Bank of Marysville, Ohio and the Toledo and Ohio Central Railway Company

Defendants.

Court of Common Pleas
Union County Ohio.

Petition

Plaintiff, The Michigan Mutual Life Insurance Company, says, that it is a corporation, duly organized and existing under the laws of the State of Michigan, and having its Home Office and principal place of business in the city of Detroit in said State of Michigan,

That on or about the 2nd day of April, A. D. 1888, said defendants, Alf Scott, and Lydia Scott his wife and Jamis H Roney, and Rebecca Roney his wife, for the purpose of securing an indebtedness of $4600.00, with interest to accrue, as hereinafter described, executed and delivered to this Plaintiff, The Michigan Mutual Life Insurance Company, their certain mortgage deed of that date, thereby conveying to it, its successors and assigns, forever, the following described real estate, to-wit:

"All those certain pieces or parcels of land situate in the Township of Paris, County of Union and State of Ohio, known and described as follows, to-wit:

"Beginning at a stone in the East line of Survey No. 1913, at the South margin of the Jewell and Glen Grant Road, thence with the center of said Road North sixty-two (62) degrees fifteen (15) minutes West fifty-one and 2/100 (51.20) poles to a stone corner to Walter Rhoad's land; thence with his line South seven (7) minutes East thirty-five (35) poles to a stone (red oak and hickory) southeast corner of said land; thence with the South line of said land South eighty-three (83) degrees West forty-nine and 20/100 (49.20) poles to a stone northeast corner to land conveyed by Tabias Brighter to Amos Burris; thence with his line South seven (7) degrees thirty (30) minutes East forty (40) poles to a stone another corner of his land; thence with the South line of said land South eighty-three (83) minutes West eighty-eight (88) poles to a stone South west corner to the same, and in the East line of the William Hall land; thence with his line South seven (7) degrees thirty (30) minutes East One hundred and twenty-nine (129) poles to a stake in the center of the Marysville and Bellefontaine Pike, (a stone is set in said line twenty (20) feet at right angles from the center of said road) thence with the center of said road South seventy-one

(71) degrees thirty (30) minutes East one hundred and forty-eight and 40/100 (148.40) poles to the corner of John T Moors land: thence with the West line of said Moors land and the line of the Tabias Beightler farm one hundred and five and 50/100 (105.50) poles to Moors corner: thence with the North line of said Moore's land North eighty-three (83) minutes East forty-two (42) poles to a stone corner to said Moore's land in the East line of said Survey No. 1913: thence with the Survey line one hundred and twenty-seven (127) degrees West one hundred and thirty-two (132) poles to the place of beginning, containing one hundred and eighty-six and 60/100 (186.60) Acres, more or less." That said mortgage had a condition therein written, providing as follows, to wit:

"That if the said parties of the first part shall and do, well and truly pay, or cause to be paid, to the said party of the second part, at its Home Office in Detroit, Michigan, the sum of forty-six hundred and fifty Dollars, at the expiration of five years from the date hereof, with interest thereon, payable semi-annually, at the rate of seven per cent. per annum until due, and on all 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 the said James H Roney and Aly Scott 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 what ever nature which may be levied on said premises above described, as soon and as often as the same may become due and payable, so long as this mortgage remains unpaid: (and in case the said parties of the first part shall fail to pay taxes as aforesaid, the said party of the second part may pay taxes, and all money paid for taxes may be added to the amount secured hereby, payable forth-with 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 covinants and agreements hereinafter made, then these presents and said promissory notes shall cease and be null and void.

And it is hereby expressly agreed, that should any default be made in the payment of the said interest, or any part thereof, or of the taxes, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrears for the space of thirty days then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of forty-six hundred and fifty dollars, with all arrearage of interest thereon, shall, at the option of said obligee, its successors and assigns, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, Anything hereinbefore contained to the contrary thereof in any wise notwithstanding

That the parties referred to in the above condition as parties of the first part, are said defendants James H Roney, Rebecca Roney, his wife, and Aly Scott and Lydia Scott, his wife, and the party referred to therein as party of the second part is this plaintiff, The Michigan Mutual Life Insurance Company.

That said mortgage executed and delivered as aforesaid was on the 9th day of April A.D. 1880, duly left for record in the office of the County Recorder in and for said Huron County, Ohio, and was afterwards by him recorded in Liber 27, page 17 et seqs of the Mortgage Records of said Huron County, Ohio.

And plaintiff avers that the unpaid indebtedness secured by said mortgage deed is a valid, subsisting and, excepting Taxes, the first and best lien on the real estate in the petition described.

Plaintiff further avers that the principal note for $4650.00, referred to in the

above condition, is in the words and figures following, Viz:

$ 465.00 Detroit, Mich. April 2nd 1888.

On the second day of April, 1893. we promise to pay to the order of the Michigan Mutual Life Insurance Company, the sum of Forty-six hundred and fifty Dollars, at the Home Office of said Company, at Detroit, Michigan. value received, with interest after maturity at the rate of ten per cent. per annum, payable semi-annually), until this note is paid. This note is secured by Mortgage of even date herewith, made by ourselves and wives to the said The Michigan Mutual Life Insurance Company.

James H. Roney.
A. H. Scott.

That all interest accruing on said principal note to October 2nd, 1898. has been paid: that the following payments, and no others, have been made on the principal indebtedness, to-wit: $ 325.00 October 2nd, 1894. and $ 325.00 April 2nd, 1895. That said principal note and said ten interest notes referred to in the condition above set out were, by their terms, made payable in the City of Detroit, in the State of Michigan: that the interest laws in force in the State of Michigan on the said 2nd day of April, 1888. were as follows, to-wit:

"Sec. 1894. The interest of money shall be at the rate of seven dollars upon one hundred dollars, for a year and at the same rate for a greater or less sum, and, for a longer or shorter time, except that in all cases it shall be lawful for the parties to stipulate in writing for the payment of any rate of interest not exceeding Ten per cent. per annum.

"Sec. 1899. That when any installment of interest upon any note, bond, mortgage or other written contract shall have become due, and the same shall remain unpaid interest may be computed and collected, on any such installment so due and unpaid from the time at which it becomes due, at the same rate as specified in any such note, bond, mortgage or other written contract, not exceeding Ten per cent: And if no rate of interest be specified in such instrument, then at the rate of seven per centum per annum."

That on the 2nd day of April, 1899. there became due and payable on said principal note the sum of $ 140.00. being the semi-annual interest on said note accruing between the 2nd day of October, 1898. and the 2nd day of April, 1899: That no part of said sum of $ 140.00 has been paid: That the whole thereof has been due and payable for more than thirty days: that by reason of the failure of said defendants, or either of them, to pay, or cause to be paid, said installment of interest of $ 140.00. within thirty days after the same became due, the whole of the ballance owing on said principal note has, by the election of this plaintiff and according to the terms and conditions of said mortgage, became and is due and payable, whereby the conditions contained in said mortgage deed have been broken and the same has become absolute. That there is due and owing plaintiff from said defendants, A. H. Scott and James H. Roney, on said note and mortgage the sum of $ 4140.00. with interest thereon from the 2nd day of April, 1899. at the rate of 8 ofo per annum, payable semi annually. Plaintiff further avers that defendant F. T. Arthur is the duly appointed, qualified and acting Administrator of the estate of S. Johnson, deceased, and as such has or claims to have a judgment lien on the premises hereinbefore described: That A. B. Robinson is the duly appointed, qualified and acting administrator of the estate of James H. Robinson, deceased, and as such has or claims to have a judgment lien on

The premises hereinbefore described: That defendant The First National Bank of Delaware, Delaware, Ohio, is a corporation organized and existing under the banking laws of the United States, and as such has or claims to have a judgment lien on the premises hereinbefore described, and claims as will to have an interest in said real estate by virtue of a certain mortgage on said real estate, executed by defendant Alf Scott and wife to said John H. Wood, and recorded in Volume No 34 page 261 of the Mortgage Records in the County Recorders office of Union County, Ohio: That defendants A. Cameron, A. B Robinson, John H. Wood, Darius Mc Intire and S. N. Mc Cloud each has, or claims to have a judgment lien on the real estate hereinbefore described: That said defendants S. N Mc Cloud, John H Wood, A. B. Robinson as executor of the estate of James M. Robinson, deceased, each has or claims to have, an interest in said real estate by virtue of a certain mortgage executed by said defendant Alf Scott and wife to said S. N. Mc Cloud, John H Wood and A. B. Robinson, which mortgage is recorded in Volume No 34 page 265, Mortgage Records in the County Recorders Office of Union County, Ohio: That defendant Bank of Marysville, Ohio, is a corporation organized and existing under the banking laws of the State of Ohio, and as such has or claims some interest in said real estate by virtue of a certain mortgage from defendants Alf Scott to John H Wood, recorded in Volume No 34 page 261 of the Mortgage Records in the County Recorders Office of Union County, Ohio: That Lydia Scott is the wife of defendant Alf Scott and Rebecca Roney is the wife of said defendant James H Roney, and said Lydia Scott and Rebecca Roney claims contingent dower in said real estate and said defendant The Toledo and Ohio Central Railway Company is a corporation duly organized and existing under the laws of the State of Ohio, and operating a railroad through said State, and as such claims some interest in a portion of the real estate hereinbefore described, by reason of a deed therefore executed and delivered to it by said defendants Alf Scott and wife and James H Roney and wife said deed bearing date of May 6th 1893 and recorded in Deed Book No 69 page 434 Recorders office in and for said County of Union. The Plaintiff avers that it has no knowledge of the extent or nature of any of said mortgage, judgment contingent dower or other liens or interests of any of said defendants in said real estate and further avers that the interest of each and all of said defendants in said real estate, if any, is inferior and subordinate to plaintiffs rights herein under its said mortgage, and plaintiff prays that each and all of said defendants named in this petition be served with summons herein and be compelled to set up their respective liens upon, or interests in said real estate, or be forever barred and cut off from asserting the same. Wherefore plaintiff that this Court may take into account its said note and mortgage, find the amount due it thereon and declare the same to be, excepting Taxes, the first and best lien on the real estate in the petition described: That the Court may order said mortgage foreclosed and said real estate sold as upon execution at law free from any and all interest of any and all said said defendants therein and that out of the proceeds arising from such sale, after the payment of Taxes on said real estate and the legal costs incident to this proceeding, the amount so to be found due plaintiff on its said note and mortgage may be next paid in full from said proceeds, and for such other and further relief as may be just and proper.

Jno J. Crosbie
Attorney for Plaintiff.

The State of Ohio
Franklin County } ss.

John J. Crosbie, being first duly sworn, on oath says that he is the Attorney of plaintiff, The Michigan Mutual Life Insurance Company,

duly authorized in the premises: that said plaintiff is a foreign corporation and that the facts stated and allegations contained in its foregoing Petition are as he believes, True.

John J Crosbie.

Sworn to before me by said John J Crosbie and by him subscribed in my presence this 25th day of August A.D. 1899

John H Arnold.
Notary Public, Franklin County Ohio.

We the undersigned defendants to the foregoing petition and above entitled action hereby severally waive the issuing and service of summons upon us in said action and hereby voluntarily, and severally) enter our voluntary appearance therein Aug 26th 1899.

A. B. Robinson. A. B. Robinson Executor of
James H. Robinson Dec'd Robinson and Woodburn Atty
for and C. C. Ry Co. John H. Wood V. P. Arthur. Admr B. Johnson.

No 7707 Precipe

To the Clerk.

Please issue summons in the above entitled action for defendants Alf Scott, Lydia Scott, James H Roney, Rebecca Roney, A Cameron, Darius McIntire, S. N. McClelland, Bank of Marysville Ohio, directed to the Sheriff of Union County, Ohio, all made returnable according to law. Indorse each summons: Action for equitable relief." And also issue summons for defendant The First National Bank of Delaware, Delaware Ohio, directed to the Sheriff of Delaware County Ohio, all made returnable according to law. Indorse each summons. "Action for equitable relief."

John J Crosbie
Attorney for Plaintiff

7707 Summons.

On the 26 day of August A. D. 1899 the following summons was issued by the Clerk of the Court To-wit:

Summons.

The State of Ohio Union County

To the Sheriff of Union County.

You are hereby commanded to notify Alf Scott, Lydia Scott, James H Roney, Rebecca Roney, A Cameron, Darius McIntire, S. N. McClelland, Bank of Marysville Ohio, that they have been sued by The Michigan Mutual Life Insurance Company, a corporation duly organized and existing under the laws of the State of Michigan in the Court of Common Pleas of Union County, and must answer by the 23rd day of September A.D. 1899. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 4th day of September A.D. 1899.

Witness my hand and the seal of said Court, this 26th day of August A.D. 1899.

(Seal)

J. W. Gosnell. Clerk.

7707 Entry.

On the 1st day of September the Sheriff made the following return on the above Summons To wit.

7707 Civil Petition

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

Sheriffs Return.

Received this writ August 28th A. D. 1899. at 8 O'clock A. M. and served same by delivering a true and certified copy of this

	$	cts.
Sheriffs fees.		
Service and Return	1	00
Mileage	3	04
Copies	1	20
Total	$5	79

Writ with all of the endorsements thereon to Aly Scott, James H. Roney.
S. N. McIntire and W. B. Snellington Cashier of the Bank of Marysville.
Ohio. Personally to Lydia Scott and Rebecca Roney by leaving
Copies at their usual places of Residence on the 29th day of August
1899. To Darius McIntire Personal and to A. Cameron by leaving
Copies at their usual place of Residence on Aug 31st 1899.

J. Ed. Robinson. Sheriff.

7707
Summons.

On the 1 day of September A.D. 1899 the following summons was issued by the Clerk of the Court to wit.

The State of Ohio Union County

To the Sheriff of Delaware County.

You are hereby commanded to notify The First National Bank of Delaware Ohio. That it has been sued by The Michigan, Mutual Life Insurance Company, a corporation duly organized and existing under the laws of the State of Michigan. in the Court of Common Pleas of Union County, and must answer by the 23rd day of September A. D. 1899. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 4th day of September A. D. 1899.

Witness my hand and the seal of Said Court, this 26th day of August A. D. 1899.

J. N. Gosnell. Clerk.

The State of Ohio
Delaware County. S. S.

Sheriff's Return.

Sheriffs fees.	etc
Service and Return	25
Postage	.04
Mileage	.12
Copy.	25
Docketing	10
Total.	.80

Received this writ Aug 28 A. D. 1899 at 9 o clock A. M. and served same by handing to C. B. Paul. The President of the First National Bank of Delaware Ohio, a true and duly Certified copy of this writ with all the endorsements thereon.

Jacob M. Schaffner. Sheriff.
By William A. Kelley Deputy.

On September 15th the following Entry was filed

7707
Entry.

The Michigan Mutual Insurance Co. vs. Aly Scott and others. | Court of Common Pleas of Union County Ohio.

This day Aaron B. Robinson asked to be made a party defendant in this case with permission to file his cross petition.

It is therefore considered ordered and decreed that said A. B. Robinson be made a party defendant herein

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September 14th 1899 the following Cross Petition of A. B. Robinson was filed with the Clerk of this Court to wit:

7707
Cross Petition

The Michigan Mutual Life Insurance Co Plaintiff vs. Aly Scott and others. defts. | Court of Common Pleas of Union County Ohio. Answer of A. B. Robinson Cross. Petition

The said Defendant A. B. Robinson for Answer and Cross Petition says that on

the 16th of April 1896 The Farmers Bank of Marysville Ohio obtained Judgment in this Court of Common Pleas of Union County Ohio. for the sum of Twenty-four Hundred & Two 76/100 dollars. $11.00 costs of Suit against the Defendant Alf Scott as principal and John H Wood. S. N. McClond and J. W. Robinson as sureties and the same became a Judgment lien on all the interest of said Scott in the land described in Plaintiff's Petition to wit The undivided one half thereof, which Judgment draws interest at 8 per cent per annum. and still remains a lien on said real estate. and on the same 15th of April 1896. a writ of execution issued on said Judgment to the Sheriff of said County who on the same day levied on said lands as the property of said Scott to satisfy said Judgment.

That said Farmers Bank for a valuable consideration duly assigned said Judgment to A B Robinson who holds the same at the present time and is the owner thereof.

That prior to obtaining said Judgment by said Farmers Bank said Alf Scott and his wife Lydia Scott executed to said S. N. McClond John H Woods and J. W. Robinson their Mortgage Deed dated Oct 16th 1895 and filed for Record Oct 15 1895 by a Recorder of said County thereby Conveying all the interest of said Scott in said lands to said McClond Woods and Robinson to indemnify them for security on certain claims among them being said claim of the Farmers Bank. aforesaid.

That there has been paid on said Farmers Bank Judgment the following payments.

Dec 16th 1896	Seven Hundred & Two 32/100 dollars	$ 702 32	
Feb 8th 1897	Thirty Three & 59/100 dollars	$ 33 59	
Apr 11 1897	Four Hundred & Eight 50/100 dollars	$ 408 50	
Oct 17 1897	Five Hundred & Eighty nine 73/100 dollars	$ 589 43	
March 25. 1899	Sixty nine & 25/100 dollars	$ 69 05	

That there is now due Said A.B Robinson and unpaid on said Judgment which is a valid lien on said land of Alf Scott the Sum of Nine Hundred and Seventy seven & 20/100 dollars with Interest at 8 per cent from March 25th 1899 which Amount is a valid lien on said land and has been from Oct 15th 1895.

Therefore said A B. Robinson asks that his interests herein be protected and that the proceeds of the sale of said land be applied to the payment of said Judgment and for such other and further relief as is right and proper.

A B. Robinson.

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

A. B. Robinson being first duly sworn says the Statement of this Cross Petition are True as he believes

A B. Robinson

Sworn to and subscribed in my presence this 14th day of September 1899.

J. N. Gosnell Clerk of Court.

The following Cross Petition was filed September 15th 1899.

The Michigan Mutual Life Ins Co. Plff. v.s. Alf Scott and others Defendants. } Court of Common Pleas of Union County Ohio.

Answer of A. B. Robinson as executor of James H. Robinson

The said A.B Robinson says he is the Executor of James H. Robinson duly appointed & qualified

7707 Precipe.

7707 Summons.

That said James H. Robinson was a surety for the said Defendant Alf Scott with the other Defendant S. N. McCloud and John H. Wood as Co-Sureties on a Judgment obtained against said Scott by the Farmers Bank of Marysville Ohio in this Court for the Sum of Twenty-four Hundred & Two & 70/100 dollars April 16th 1896 upon which Judgment a writ of Execution was issued and placed in the hands of the Sheriff of said County who levied upon the land described in Plaintiff's Petition on the 16th day of April 1896 as the property of said Scott that there remains yet unpaid of said Judgment The Sum of Nine Hundred & Seventy Seven & 70/100 dollars with Interest from the 28 day of March 1899 at 8 per cent per Annum and that said Judgment is a lien on said Land subject to Plaintiff's claim.

Therefore said Executor asks that his interest as said Executor be protected and that the proceeds of the Sale of said land be ordered to be paid in discharge of said Judgment as the interests of the parties herein shall appear, and such other and further relief as is right and proper.

Robinson & Woodburn
Attorney's for Defendants

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

A.B. Robinson being first duly sworn says that the statements of the foregoing Answer and Cross Petition are True as he believes.

A. B. Robinson.

Sworn to before me and subscribed in my presence this 15th day of September 1899.

J. N. Gosnell. Clerk.

The following Summons was issued October 5th 1899.

7707
Precipe.

Court of Common Pleas
Union County Ohio.

The Michigan Mutual Life Insurance Company a Corporation &c. Plaintiff
vs.
Alf Scott et.al. Defendants.

7707
Precipe.

To the Clerk.

Please issue Summons for all defendants named in The Petition in this action, except the following: A. B. Robinson. A. B. Robinson Executor of James H. Robinson deceased. John H. Wood. and F. T. Arthur as Administrator of S. Johnson Deceased - Please direct Summons for the First National Bank of Delaware Delaware Ohio. To Sheriff of Delaware County Ohio. and direct Summons for all other defendants to Sheriff of Union County Ohio. Indorse each Summons. Action for Equitable relief.

John J. Crosbie. Attorney for Plaintiff.

The following Summons was issued Oct 23rd 1899.

7707
Summons.

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

You are hereby commanded to notify. The First National Bank of Delaware, Delaware. Ohio. That they have been sued by the Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union. County, and must Answer by the 11th day of November A.D. 1899. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 23 day of October A.D. 1899.

Witness my hand and the seal of said Court. this 9th day of October A.D. 1899.

J. N. Gosnell Clerk.

The State of Ohio.
Delaware County S.S.

Sheriff's Return.

Sheriffs Fees.	cts.
Service & Return	25
Docketing	10
Mileage.	16
Copy.	25
Postage.	nil
Total	80

Recivd this writ October 9th A.D. 1899 at 2 O'clock P.M and servd the same on the within named defendant. The First National Bank of Delaware. Delaware Ohio. by handing to Cary B. Pond the President of said Bank, a True and duly certified copy of this writ with all endorsements thereon.

Jacob M. Schaffner.
Sheriff.

The following Summons was filed October 14th 1899.

No 7707
Summons.

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

To the Sheriff of Union County.

You are hereby commanded to notify Al Scott. Lydia Scott. James H. Roney. Rebeca Roney. A. Cameron. Darius McIntire. S. N. McClond. Bank of Marysville Ohio and the Toledo and Ohio Central Railway Company. that they have been sued by the Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union County, and must answer by the 4th day of November A.D. 1899. or the 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 October A.D. 1899.
Witness my hand and the seal of said Court, this 6th day of October A.D. 1899.

J. M. Gosnell. Clerk.

State of Ohio. } S.S.
Union County.

Sheriff's Return.

Recivd this summons October 6th 1899. at 11 O'clock. A. M. and on the same day, I servd the same on the within named defendant. Bank of Marysville. Ohio. by delivering to Nathan Howard, as President of said Bank, personally, a True and duly certified copy of this summons, with all indorsements thereon.

And on the 10th day of October, 1899. I servd this summons on the within named defendants James H. Roney and S. N. McClond. by delivering to each of said two defendants, personally, a True and duly certified copy of said summons, with all indorsements thereon.

And on said 10th day of October, 1899, I servd the within summons on said defendants Al Scott. Lydia Scott and Rebeca Roney. by leaving at the usual place of residence of each of said three defendants, a True and duly certified copy of this summons, with all indorsements thereon.

And on the 12th day of October, 1899. I servd the within named defendant, A. Cameron. by delivering to him personally, a True and duly certified copy of this summons, with all indorsements thereon.

And on the 12th day of October, 1899, I servd the within named defendant, Darius McIntire, by leaving at his usual place of residence, a True and duly certified copy of this Summons, with all indorsements thereon.

And on the 10th day of October, 1899, I servd the within summons on the within named defendant, The Toledo and Ohio Central Railway Company. by delivering a True and duly certified copy of said summons, with all indorsements thereon. To Gamble Shields

the regular Ticket Agent of said Railway Company stationed at Marysville, in said County

J. Ed. Robinson. Sheriff.

Sheriff's Fee.	$	¢
Service and Return	1	70
Milage		16
Copies	1	35
Total	$3	21

The following Answer and Cross Petition was filed October 21st. 1899.

The Michigan Mutual Insurance Company. Plaintiff
vs.
Alf Scott. et al. Defendants.

Court of Common Pleas
Union County Ohio.

Answer and Cross. Petition.

Now comes the Toledo and Ohio Central Rail Road Company incorporated under the laws of the State of Ohio and for its Separate answer to the said petition of the plaintiff says that of the matters and things set forth in said petition as to the alledged indebtedness to the plaintiff it hath no knowledge except so far as is shown by said petition and the records referred to therein and therefore at present neither admits or denies the allegations aforesaid= The said Rail-Road Company alleges that it is an incorporated Company under the laws of Ohio organized to Conduct and manage a Rail-Road from the City of Toledo Ohio to Columbus Ohio- and onward through Central Ohio east of Columbus = That for the purpose of obtaining a right of way for said road it be necessary to take a strip of land Sixty-six feet through the land in said petition described and more specifically described. hereinafter= That on the 6th day of May 1893. The said Toledo and Ohio Central Railway Company obtained from James H. Roney and Rebecca Roney his wife - Alf Scott and Lydia Scott his wife a deed of Conveyance Conveying to said Company said premises for said Right of way and filed and recorded said deed in Vol 79 Page 434 of the Record of deeds of said County of Union in the State of Ohio and in pursuance of said object Said Company constructed its Rail Road Track over and on said land so conveyed to it and has ever since so used it and now and for six years prior to the filing of said petition was running trains over said Track and ever since And now is using the same for general freight and passenger business and the said right of way is necessary to enable said Company to run said trains and carry on its business as authorized to do by its in Corporation and organization =

The Strip of Land so conveyed to said Rail Road Company is described as follows or will appear by reference to said deed to wit-

"Being a strip of Sixty-six feet wide" through the farm of said Grantor about One mile west of Marysville situated on the North of the Bellfontaine Pike and known as the Tobias Beightler farm - situated in Surry No said to contain 1.86 Acres

The Amount of land herein conveyed.

The Grantor referred to in said description one James H. Roney. Rebecca Roney. Alf Scott and Lydia Scott - who were then the owners of said Real-estate. The Number of Acres herein conveyed to said Rail-road Company is 2.00 Acres Said premises so granted for said Rail-road Track have been and are now fenced by said Company, by a Round post and wire fence, placed at the side lines of said strip - And are in the possession of said Company.

The said defendant says that by reason of the premises and the laws of Ohio. it cannot now be deposed of the use and occupancy of said Strip of land, and that the only relief which can be granted to the plaintiff in case the remainder of said land shall prov insufficient to pay the said liens as they may be found by the Court is that said Rail-road Company, pay to the plaintiff to apply on said indebtedness, what the land so used and occupied by it for its right of way is worth in money=

Therefore the defendant prays that the Court may order and decree that the remainder of the lands in said petition described be first sold and that in case this remains a deficency and it becomes necessary apply to the payment thereof of the value of said Strip, That the said Rail-Road Company may be allowed to pay such value without costs as the Court may and that such other and further relief may be granted as law And equity may require.

Robinson and Woodburn.
Attorneys for Toledo & O. Ry. Co.

The State of Ohio } ss.
Ottawa County.

R L Woodburn being duly sworn deposes and says the said Toledo & Ohio Central Rail-Road Company is an incorporated body under the laws of Ohio and he is one of the Attorneys Authorized in their behalf of said Company. And he believes the allegations of the foregoing Answer and Cross-petition are true.

R. L. Woodburn.

Sworn to before me and subscribed in my presence this 21st day of October 1899.

J. N. Gosnell Clerk of Court.

The following Cross Petition and Answer was filed November 22nd 1899.

No 7707
Answer and Cross Petition

The Michigan Mutual Insurance Company Plff.
vs.
Alf Scott et al. Defendants.

Court of Common Pleas
Ottawa County Ohio.

F. T. Arthur as Administrator of the estate of Samuel Johnson Dec'd.

The said F. T. Arthur says. he is the duly appointed and qualified Administrator of Samuel Johnson, That said Samuel Johnson was co-security for one A. Cameron with the defendant Alf Scott on a note to Darius Mc Intire which said note was reduced to Judgment on September 28th 1897 in Ottawa County Common Pleas Court for the sum of $318.25 and costs amounting to $8.25 That said Cameron as principal on said Note failed in business and did not pay his said note or said Judgment, and that the defendant, the estate of said Samuel Johnson paid in full said Judgment interest and costs. That said Administrator of the estate of said Samuel Johnson deceased. now seeks in this action to recover back for said estate the one half of said Judgment interest and costs from his co-surety the defendant Alf Scott

Therefore this defendant as such Administrator as aforesaid asks the Court that in the distribution of the money arising from the sale of the real estate in plaintiffs petition described, if so much remain after paying prior claims. That there be ordered paid to the Administrator of said estate of said estate of said Samuel Johnson the sum of $159 with interest at 6 per cent from Sept. 28. 1897. and also $4.13 costs being one half of the amount for which said Alf Scott is liable on said Judgment. interest and costs. and that judgment may be rendered against said

Alf Scott and in favor of said estate of said Samuel Johnson deceased for said sum of $159.62 with interest at 6 per cent from September 25. 1897- and for $4.63 costs- and for all further and other relief as said estate of said Johnson may be entitled to

F. T. Arthur. Attorney.

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

The defendant F. T. Arthur as Administrator of the estate of Samuel Johnson being sworn says the facts stated in the foregoing Answer and Cross petition are True as he verily believes.

F. T. Arthur. Administrator

Sworn to and subscribed in my presence this 22nd day of November 1899.

J. N. Gosnell Clerk.

The following Cross Petition was filed Dec 1st 1899.

The Michigan Mutual Life Insurance Co. Plaintiff
vs.
Alf Scott and others Defendants.

The Court of Common Pleas of Union County Ohio.

The said defendant A. B. Robinson says that he recovered judgment by the judgment of the Union County Court of Common Pleas at the May Term in 1898 for the Sum of Nine Hundred and Seventy nine 65/100 dollars with Interest at 6 per cent per annum from Aug 8th 1898 against Alf Scott Lydia Scott as principal debtors and John H. Wood James H. Robinson and S. N. McClelland as sureties which Judgment has not been paid except the sum of Sixty nine and 55/100 dollars obtained from the sale of lots on the Milford Road in said County on the 28th day of March 1899. And that there is due him thereon from the said Scott. Principal debtor and said Wood McClelland and James H Robinson as sureties the said Sum of Ten Hundred and Twenty and 86/100 dollars. which is a lien on the land described in plaintiffs petition subject to plaintiffs mortgage lien.

Therefore Said A. B. Robinson asks that upon the sale of said Lands the proceeds may be applied in satisfaction of said Judgment lien and that there may be a finding by this Court of the Amount due him on said Judgment and for other proper relief.

A. B. Robinson.

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

A. B. Robinson being first duly sworn says the statement of the foregoing Cross Petition are true as he believes

A B. Robinson.

Sworn to before me and subscribed in my presence this first day of December 1899.

J. N. Gosnell
Clerk of the Court.

The following Decree was filed January 19th 1900.

Court of Common Pleas.
Union County Ohio.

No. 7707 Decree.

The Michigan Mutual Life Insurance Company, Plaintiff. vs. Aff Scott et al, Defendants.

No 7707 Decree.

This day this cause came on to be heard on the petition of the plaintiff: the answers and cross petitions of defendant, A.B. Robinson: the answer and cross petition of defendant, A.B. Robinson, executor of James H. Robinson, deceased: the answer and cross petition of F.T. Arthur as Administrator of Samuel Johnson, deceased and the Answer and cross petition of the Toledo and Ohio Central Railway Company, and the evidence and was submitted to the Court: on the consideration whereof, the Court finds that defendant, John H. Wood, has entered his voluntary appearance to this action and that defendants Aff Scott, Lydia Scott his wife, James H. Roney, his wife Rebecca Roney, A. Lamerson, The First National Bank of Delaware, Delaware, Ohio, Darius McIntire and S.T. McClure, and The Bank of Marysville, Ohio, have each and all been duly and legally served with summons in this action and that with the exceptions of the said defendants, A.B. Robinson, and, A.B. Robinson, as executor of James H. Robinson, deceased, F.T. Arthur, as Administrator of Samuel Johnson, deceased, and, The Toledo and Ohio Central Railway Company, each and all of the defendants named in said petition are in default for answer, demurrer or other pleading to the petition of plaintiff: that neither the Answers of said defendant, A.B. Robinson, or said A.B. Robinson, as executor of the estate of James H. Robinson, deceased, or F.T. Arthur, as Administrator of Samuel Johnson, deceased, raises or makes any issue as to any of the matters set forth in the petition and that the allegations and Averments set forth in said petition are by each and all of the defendants to this action, except said Toledo and Ohio Central Railway Company, confessed to be true.

And the Court further finds that there is due plaintiff, The Michigan Mutual Life Insurance Company, from the defendants, James H. Roney and Aff Scott, on the promissory note set forth and described in the petition including interest to the second day of January, 1900, the sum of four thousand three hundred and ninety-one 71/100 ($4391.71 dollars).

The Court further find that in order to secure payment of said note for $4650.00, referred to in the petition, said defendants, Aff Scott and Lydia Scott, his wife, and James H. Roney, and Rebecca Roney his wife, executed and delivered to plaintiff their certain mortgage deed in the petition described and on the premises therein described: that said mortgage was fully filed for record in the office of the County Recorder in and for Union County, Ohio, on the 9th day of April, 1888, and was duly recorded in Libn 27. Page 17 et seqs. of the Mortgage Records in said office. And the Court finds that said sum of $4391.71 ..... hereinbefore found to be due plaintiff, together with interest to accrue thereon, is by reason of the execution, delivery and filing of said mortgage, a valid, subsisting, and, excepting taxes, the first and best lien on all the real estate in the petition describ.

The Court further finds that the condition of defeasance contained in said Mortgage has been broken and that plaintiff is thereby entitled to have the equity of redemption of each and all the defendants in said real estate, foreclosed.

The Court further finds that after the execution, delivery, and filing of

Said mortgage as aforesaid, said defendants, James H. Roney and wife, and Alf Scott and wife, executed and delivered to the Toledo & Ohio Central Railway Company their certain deed of conveyance, thereby conveying to it for the purposes of a rail-road right of way through said lands described in the petition, a strip of ground sixty-six (66) feet wide, containing in all 2.06 Acres: That said deed of conveyance contained covenants of General Warranty, and the Court finds that the premises described in the petition, excepting said 2.06 Acres, used for right of way purposes aforesaid, should be first sold to satisfy the mortgage indebtedness found to be due plaintiff herein: And the Court further finds that should said premises, with said right of way excepted as aforesaid, sell for an Amount insufficient to satisfy all Taxes that are a lien on the premises in the petition described, all Court costs made or to be made in this Action and said mortgage indebtedness of $4391.71, including interest to accrue as herein before found to be due plaintiff, then the Court shall proceed to determine and ascertain and find the Amount of money said railway Company should pay to plaintiff as damage sustained by plaintiff by reason of said railway Company having taken possession of and used as a right of way through said lands in the petition described, said strip of ground containing 2.06 Acres and described, in the answer and cross petition of said railway Company herein, and upon the failure and neglect of said railway Company to pay to plaintiff within thirty days from the time said Court finds and determines the sum of money to be paid plaintiff as aforesaid, an order of sale shall issue to the Sheriff of Huron County, Ohio, directing him to appraise, advertise and sell said premises strip of ground used for right of way purposes as aforesaid, the proceeds thereof to be applied on the unpaid mortgage indebtedness then due plaintiff.

It is therefore considered, adjudged and decreed that unless the said defendants, James H. Roney, Rebecca Roney, his wife, and Alf Scott and Lydia Scott, his wife, or some other of the defendants named in the petition, shall, within five (5) days from the filing of this decree, pay or cause to be paid to the Clerk of this Court the costs of this action taxed at $..... and to plaintiff the said sum of $4391.71 found due it as aforesaid, with interest from the 2nd day of January, 1900, according to the terms of said mortgage deed, that the said defendants equity of redemption in said real estate shall be foreclosed, and said premises (excepting said right of way) shall be sold, and an order of sale shall issue to the Sheriff of Huron County, Ohio, directing him to appraise, advertise and sell said premises (except said right of way) as upon execution, and bring his proceedings into Court for further order. The real estate to be sold herein is described as follows, To wit:

"Situate in the Township of Paris, County of Huron and State of Ohio and known and described as follows, to wit:

Beginning at a stone in the East line of Survey No 1913 at the South margin of the Jewell and Glen Grant Road: thence with the center of said road North sixty-two (62) degrees fifteen (15) minutes West 51.20 poles to a stone corner to Walter Rhoad's land: thence with his line South seven (7) minutes East thirty-five (35) poles to a stone (red oak and hickory) South east corner of said land: thence with the South line of said land South eighty-three (83) degrees West forty nine and 20/100 (49.20) poles to a stone north east corner to land conveyed by Tobias Beightler to Amos Burris: thence with his line South seven (7) degrees thirty (30) minutes East forty (40) poles to a stone another corner of his land: thence with the South line of said land South eighty three (83) minutes West eighty-eight (88) poles to a stone South West corner of the same and in the East line of the William Hall land: thence with his line South seven (7) degrees thirty (30) minutes East one-hundred and twenty-nine (129) poles to a stake in the center of the Marysville and Bellefontaine Pike (a stone is set in said line

twenty (20) feet at right angles from the center of said road) thence with the center of said road South seventy-one (71) degrees thirty (30) minutes. East one hundred and forty-eight and 40/100 (148.40) poles to the corner of John T. Moore's land: thence with the West line of said Moore's land and the line of the Tobias Keightley farm one hundred and five and 50/100 (105.50) poles to Moore's corner: thence with the North line of said Moore's land North eighty-three (83) minutes East forty-two (42) poles to a stone corner to said Moore's land East line of said Survey No 1913. thence with the Survey line one hundred and twenty-seven (127) degrees West one hundred and thirty-two (132) poles to the place of beginning, containing one hundred and eighty-six and 60/100 (186.60) Acres, more or less, excepting therefrom two and six 6/100 (2.06) Acres, being a strip of ground through the above described tract sixty-six (66) feet wide and used and occupied by the Toledo and Ohio Central Railway Company as a right of way for railroad purposes.

Michigan Mutual Life Insurance Company. Plaintiff v.s. Alf Scott et al. Defendants.	Court of Common Pleas. Union County Ohio. Marysville 1-24-1900

To the Clerk of Said Court:

I send order of sale in the above case, returnable according to Law.

John L Cowgill
Attorney for Plaintiff

On the 24th day of January 1900 the following Order of Sale was issued to the Sheriff of Union County Ohio. To wit:

Order of Sale

The State of Ohio Union County. S.S.	To the Sheriff of Said County- Greeting

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 19th day of January, 1900. the Michigan Mutual Life Insurance Company obtained a Judgment and Decree against Alf Scott. et. al. for the sum of Four Thousand Three Hundred Ninety One and 71/100 Dollars. and Forty. and 71/100 Dollars, costs of suit:

And Whereas, it was then and there by said Court, ordered, adjudged, and decreed that the said Alf Scott. et al. within 6 days from the 19th day of January, 1900 pay unto the said The Michigan Mutual Life Insurance Company, the said sum of Four Thousand Three Hundred Ninety One. 71/100 Dollars with interest from the 2nd day of January, 1900 and costs aforesaid: And, on default to pay the same, that an Order of Sale issue to the Sheriff of Said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiff's petition, &c. And, whereas, the 6 days aforesaid have fully expired, And the said sum of Four Thousand Three Hundred Ninety One and 71/100 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 Paris Township Union County, Ohio and known and described as follows to wit.

Beginning at a stone in the East line of Survey No 1913 at the margin of the Jerrell and Blew Grave Road: Thence with the center of said road North Sixty-two (62) degrees fifteen (15) minutes West 51.20 poles to a stone corner to Walter Rhoad's land: Thence with his line South seven (7) minutes East Thirty-five (35) poles to a stone (red oak and hickory) South east corner of said land: Thence with the South line of said land South eighty-three (83) degrees West forty-nine and 20/100 (49.20) poles to a stone North east corner to land conveyed by Tobias Bightler to Anna Burris: Thence with his line South seven (7) degrees thirty (30) minutes East forty (40) poles to a stone Another corner of his Land: Thence with the South line of said land South line of said land South eighty-three (83) minutes West eighty-eight (88) poles to a stone Southwest corner to the Same, and in the east line of the William Hall land: Thence with his line South seven (7) degrees thirty (30) minutes east one hundred and twenty nine (129) poles to a stake in the center of the Marysville and Bellefontaine Pike (a Stone is set in said line twenty (20) feet at right Angles from the center of said road) Thence with the center of said road South seventy-one (71) degrees thirty (30) minutes east one hundred and forty-eight and 40/100 (148.40) poles to the corner of John T Moore's Land: Thence with the West line of said Moore's land, and the line of the Tobias Bightler farm one hundred and five and 50/100 (105.50) poles to Moore's corner: Thence with the north line of said Moore's land north eighty-three (83) minutes east forty-two (42) poles to a stone corner to said Moore's land, in the east line of said Survey No 1913: Thence with the Survey line one hundred and twenty-seven (127) degrees West one hundred and thirty-two (132) poles to the place of beginning Containing One Hundred and Eighty-six and 60/100 (186/60) acres, excepting therefrom two and 6/100 (2/06) acres, being a strip of ground through the above described tract sixty-six (66) feet wide and used and occupied by the Toledo and Ohio Central Railway Company as a right of way for rail road purposes.

We therefore Command you: That you proceed to carry said order judgment and decree into execution agreeably to the true thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein: and that you make report of your proceedings 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 January A.D. 1900.

J. N. Bonsall Clerk.

Sheriff's Return.

The State of Ohio
Union County. S.S.

In obedience to the command of the Order of Sale here to annexed I did on the 30th day of January 1900 summon William Staley, Geo. M. Miller and Thos M. Shannon 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 30th day of January A.D. 1900. 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.

Sheriff's Fees.

Service	25
Levy	25
Sum Appraisers	1 00
Swaring Appraisers	25
Convey 2 Appraisers	25
Writing Appraisal	25

Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage		64
Poundage.	46	13
Return.		25
Revenue.	5	00
Total	86	02
Appraisers Fees.	3	00
Printers Fees.	26	00

of the same at Forty Nine Hundred and Eighty two and 58/100 Dollars. A certified Copy of said Appraisal is forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County And on the 31st day of January 1903 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County.) said lands and tenements to be sold at public sale. at the door of the Court House of said County, on the 3rd day of March A.D. 1903. at one O'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of Sale. To wit: five consecutive weeks. And in pursuance to said notice I did, on said 3rd day of March A.D. 1903 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came J. Q. Southard who bid for the same the sum of Forty Six Hundred and Thirteen and 5/100 Dollars. and said sum being more than two thirds of the appraised value thereof, and said J. Q. Southard 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 Forty Six Hundred and Thirteen and 5/100 Dollars.

J. Ed. Robinson. Sheriff.

The following Notice of Publication was filed the 2nd day of March 1903.

No 7707
Affidavit of Publication

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

The undersigned, being duly sworn, says that a copy of the Annexed Notice, was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union. the first publication beginning with January 31st 1903.

W. B. Shearer.

Sworn to and subscribed before me, this 2nd day of March 1903.

J. N. Gosnell Clerk.

Printers Fees $2.60

Sheriff's Sale.

The Michigan Mutual Life Insurance Company. v.s. Alf Scott et al.

John J. Crosbie Attorney

On Order of Sale.

Court of Common Pleas, Union County Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio. I will offer for sale at the North door of the Court House in Marysville Ohio. on Saturday March the 3rd 1903. at or about the hour of one o'clock P.M. on said day. the following described real estate to wit:

No 7707
Entry.

Situated in the Township of Paris County of Union and State of Ohio. and known and described as follows. Beginning at a stone in the east line of Survey No 1913 at the South margin of the Jewell and Blue gravel road. thence with the center of said road north 62 degrees (62°) fifteen minutes (15') West 51.20 poles to a stone corner to Wallie Rhoad's land. Thence with his line South seven (7) minutes east thirty five (35) poles to a stone (red oak and hickory) South east corner of said land. Thence with the south line of said land, south eighty three (83) degrees west forty nine and

thirty hundredths (49 29/100) poles to a stone north east corner to land conveyed by Tobias Brightler to Amos Burris: Thence with his line south seven (7) degrees thirty (30) minutes east. forty (40) poles to a stone another corner of his land. Thence with the south line of said land south eighty three (83) minutes west eighty eight (88) poles to a stone south west corner to the same. and in the east line of the William Hall land. Thence with his line south seven (7) degrees thirty (30) minutes east one hundred and thirty nine (129) poles to a stake in the center of the Marysville and Bellefontaine Pike. a stone is set in said line thirty (30) feet at right angles from the center of said road. Thence with the center of said road south seventy one (71) degrees thirty (30) minutes east one hundred and forty eight and forty hundredth (148 40/100) poles to the corner of John F. Moore's land. Thence with the west line of said Moore's land and the line of Tobias Brightler's farm one hundred and five and fifty hundredths (105 50/100) poles to Moore's corner Thence with the north line of said Moore's land north eighty three (83) minutes east forty two (42) poles to a stone corner to said Moore's land. in the east line of said Survey No 1913. Thence with the survey line one hundred and thirty seven (137) degrees west one hundred and thirty two (132) poles to the place of beginning! containing one hundred and eighty-six and sixty hundredths (186.60-100) Acres. excepting therefrom. two and six hundredths (2.6-100) acres. being a strip of ground through the above described tract sixty-six (66) feet wide and used and occupied by the Toledo and Ohio Central Railway Company as a right of way for rail-road purposes. Appraised at $27.00 per Acre. Terms of Sale. Cash.

J. Ed. Robinson
Sheriff. Union County Ohio

January 31st 1900.

The State of Ohio Union County. S. S.

The undersigned being duly sworn says that a Copy of the annexed Notice, was published for 5 consecutive weeks in the Marysville Tribune", a newspaper of general circulation in the County of Union. the first publication beginning with January 31st 1900.

V. B. Shearer.

Sworn to and subscribed before me this 2nd day of March 1900.

J. N. Gosnell Clerk.

Printer's Fees $26 cts

The following Entry was filed the 20th day of February A. D. 1900.

Court of Common Pleas,
Union County Ohio.

No 7707 Entry.

The Michigan Mutual Life Insurance Company. Plaintiff
vs.
Alf Scott et. al. Defendants.

No 7707 Entry

It being made to appear to the Court that one Guy Jones has since the filing of this action, attempted to purchase the premises in the petition described at delinquent tax sale, and has, or claims some interest in said premises by reason of such attempted purchase, it is ordered that said Guy Jones be made a party defendant to this action, be served with summons herein and be

compelled to set up his interest ins, or claims or lien upon said premises .. if any, or be forever barred and cut off from asserting the same.

Approved. Dow. J.

The following Precipe was filed the 24th day of February A. D. 1900.

No 7707 Precipe.

Jasper N. Gosnell. Clerk. Marysville Ohio.

Dear Sir.

Please issue summons in the case of The Michigan Mutual Life Insurance Company vs. Alf Scott et al. for Guy Jones. directed to the Sheriff of Franklin County. Ohio.

Yours Truly

John J. Crosbie

On the 24th day of February A.D. 1900 The Clerk of this Court issued the following Summons to the Sheriff of Franklin County.

Summons.

No 7707 Summons.

The State of Ohio. Union County.

To the Sheriff of Franklin County.

You are hereby Commanded to notify Guy Jones that he has been sued by The Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union County and must Answer by the 24th day of March A.D. 1900 or the petition of the said plaintiff will be taken as true and judgment rendered accordingly You will make due return of this Summons on the 5th day of March A.D. 1900.

Witness my hand and the seal of said Courts this 24th day of February A.D. 1900.

J. N. Gosnell Clerk.

The State of Ohio,

Franklin County, S. S.

Sheriff's Return

Sheriff's Fees.	$	¢
Service and Return		25
Docket etc.		20
Mileage		80
Copy.		20
Total.	$1	45

Received this writ February 24th A.D. 1900 at 4 o'clock P.M. And on the 28th 1900 served same by Personally handing a true Copy thereof, with all the endorsements thereon to the within named defendant Guy Jones.

Charles A. Pearse Sheriff..

The following Entry was filed the 3rd day of April A.D. 1900.

Court of Common Pleas
Union County Ohio. No 7707 Entry.

No 7707. Entry.

The Michigan Mutual Life Insurance Company. Plaintiff
vs.
Alf Scott et al. Defendants.

Leave this day granted plaintiff to file its Supplemental Petition herein instanter and the same is accordingly filed

No 7707 Entry.

Court

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The following Entry was filed the 3rd day of April A.D. 1903.

Court of Common Pleas.
Union County Ohio.

No 7707 Entry.

The Michigan Mutual Life Insurance Company Plaintiff. vs. Alf Scott et al. Defendants. } No 7707 Entry.

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

And it is further ordered that said Sheriff convey to the purchaser, J. L. Southard by a good and sufficient deed in fee simple, according to law, the property so sold to him, as described in said order of sale, that said purchaser be, and he hereby is, subrogated to all the rights of the lien-holders on 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 the said purchaser in possession of said premises sold to him as aforesaid.

It is further ordered that the Clerk cause satisfaction of the following mortgages to be entered upon the respective records thereof in the Office of the County Recorder of Union County Ohio.

Mortgage described in petition herein and recorded in Liber 27. page 17 of the Mortgage Records in said Office except as to right of way of Toledo and Ohio Central Railway Company containing 2.04 acres. mortgage from Alf Scott and wife to John H. Wood, recorded in Volume 34. Page 261. of said Mortgage Records. mortgage from Alf Scott and wife to S. N. McClonel, John H. Wood and A. B. Robinson, recorded in Volume 34. Page 260. of said Mortgage Records. Mortgage from Alf Scott and wife to John H. Wood, recorded in Volume 34 Page 261. of said Mortgage Records.

And the Court coming now to distribute the proceeds of said sale amounting to $4613.50 It is ordered that the Sheriff out of the money in his hands pay fully and first.

1. To the Clerk of this Court the costs of this action taxed at $129.53
2. To Plaintiff, The Michigan Mutual Life Insurance Company, as the amount due it on the claim set up in its Supplemental Petition herein arising from the purchase by it of tax claims on said premises held by W. Guy Jones, to-wit. the sum of $110.00
3. To Plaintiff. The Michigan Mutual Life Insurance Company, the balance of said money remaining in the hands of the said Sheriff. to-wit the Sum of $4373.22 to be applied as a credit upon its judgment and decree herein,

And the Court finds that there is still remaining due said The Michigan Mutual Life Insurance Company on the note and mortgage set up in its petition herein the sum of $877.27

Which amounts this Court finds to be a first and valid lien upon a strip of ground 66 feet wide through the premises described in the petition, being 2.05 acres used and occupied by the Toledo and Ohio Central Railroad Company as a right of way for rail-road purposes.

And it is further ordered that the question as to what amount of money The Toledo and Ohio Central Railroad Company should pay plaintiff in order to have its said right of way exonerated from said plaintiff's lien is reserved for future determination by this Court.

Attest. J. N. Gosnell Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of Said Court, of the Term of January Sitt: on the 25th day of January in the year of Our Lord One Thousand nine Hundred.

Be it remembred that Term Sitt. on the 24th day of March A.D. 1899 Carrie B. Bumgarner filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Edward Schambs Sitt:

Common Pleas Court, Union County Ohio.

No 7667 Petition.

Carrie B. Bumgarner Plaintiff.
v.s.
Edward A. Schambs. Defendant.

Petition.

Plaintiff says that on the day of October A.D. 1898 There was and has been a certain public Street in the incorporated Village of Richwood, Union County Ohio, called and known as River Street, which said Street was and is traveled and used by the citizens of said Village and the public generally. That the defendant well knowing the premises and having previous to said time duly entered into a contract with said Village whereby he was authorized to erect, operate, and maintain an Electric Light Plant consisting of poles, wire, lamps and all other necessary appurtenances thereto in the Streets, Alleys, and ways, public grounds and public buildings of said Village and by the terms of said contract he agreed to furnish light for said Village at a stipulated price per lamp, and which was to be paid him monthly by said Village. And further he was to assume and have full control of said plant and the construction thereof, and to be liable in damages caused by not keeping his said construction in proper order.

That on said day of October, A.D. 1898. the defendant his agents and Servants, were erecting his electric wires and lamps in said Street, in pursuance of said contract, and so wrongfully and negligently placed them in said Street that it was obstructed until the time of the occurrence hereinafter mentioned: That the said wire was insufficiently, carelessly and negligently hung. And that defendant and his agents and servants were well aware of said improper hanging of said wire and lamps: That plaintiff on said day, while lawfully passing along said Street in a Carriage, and without fault on her part, was compelled to pass under part of said wire which said agents and servants of defendant had then attached to certain poles on either side of said Street and to the lamp which they were then hanging in the center of said Street: That the lamp and said wire which was attached thereto as well as to said poles, was on and at or about the middle of said Street, and thus obstructed said Street: That in passing under said wire at the point where it was highest above said Street, being near one of the poles to which the same was attached, and being the only place at that point in said Street through which there was a driveway. the remainder of the width of the Street being obstructed as aforesaid: the Top of said Carriage although the same was down, was caught by said wire, breaking two of the ribs of said Top, tearing the same And making such a noise that the horse plaintiff was driving became greatly frightened, running away, overturning said Carriage and badly breaking the same, and the plaintiff was thrown out onto said Street violently, and severely bruized and shocked and rendered insensible: and that she remained insensible and unconscious for about two hours that she suffered pain and anguish both physically and mentally, by reason of said shock: That her entire nervous system by reason of said shock is unbalanced, causing plaintiff much severe pain: That plaintiff is rendered less able by reason thereof to follow her profession, being that of a music teacher: or to attend to household duties: That the said injuries complained

No 7667
Summons.

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of him was so caused wholly by the gross negligence of the defendant, his agents and servants: and that plaintiff is liable to pay about the sum of $25.00 for medical services, and medicines: in trying to be cured of her said injury: and about $25.00 for repairing said carriage: and that said horse was damaged in the sum of $50.00 and that plaintiff has been damaged by reason of her said injuries in the sum of $2500.00, and in all in the premises in the sum of $2600.00

Wherefore, the plaintiff asks judgment against the defendant for the sum of $2600.00 and for costs, and for all proper relief.

Carrie B. Bumgarner.

By L. Piper and R. S. Simpson her Attorneys.

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

Carrie B. Bumgarner, being duly sworn says the facts and allegations in her above and foregoing petition contained, are true as she verily believes

Carrie B. Bumgarner.

Subscribed and Sworn to before me this 24 day of March A.D. 1899.

Stephen D. Evans.
Notary Public.

Precipe:

To Clerk: Issue Summons for the defendant, Edward A. Schamb, returnable according to law: Indorse thereon Amount claimed, $2600.00

R. S. Simpson.
Counsel for Plaintiff.

On the 7th day of April A.D. 1899. The Clerk of this Court issued the following Summons to the Sheriff of Union County.

No 7667
Summons.

The State of Ohio, Union County

To the Sheriff of Union County.

You are hereby commanded to notify Edward A. Schamb that he has been sued by Carrie B Bumgarner in the Court of Common Pleas of Union County, and must answer by the 29th day of April A.D. 1899. or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly

You will make due return of this Summons on the 10th day of April A.D. 1899.

Witness my hand and the seal of the said Court, this 1st day of April A.D. 1899.

J. N. Gosnell Clerk.

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

Sheriff's Fee	$	¢
Service and Return		50
Mileage	2	66
Copy.		15
Total	$3	21

Received this writ April 3rd A.D. 1899 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 Edward A. Schamb Personally on April 6th, 1899.

J. Ed. Robinson Sheriff.

No 7667
Answer.

The following Answer was filed the 29th day of April A.D. 1899.

Carrie B. Baumgarner. Plaintiff. | In Court of Common Pleas.
v.s. | Huron County, Ohio.
Edward A. Schambs Defendant.

Answer.

First Defense.

Defendant denies that at the time alleged in plaintiff's petition, or at any other time, he or his agents or servants so wrongfully and negligently placed electric wires and lamps, or either, ins, across or over said Grove Street, or any other street, in the said Village of Richwood, that it was obstructed thereby: and denies that either he or any of his agents or servants had any knowledge of any improper hanging of any electric wires or lamps in said Village: and denies that any such electric wires or lamps were improperly hung or placed, or permitted to become or remain so: and denies that plaintiff was compelled to or did pass under any wire that there was any wire extending across said street, that there was any lamps suspended or being suspended therein, at the time and places alleged in the petition: and denies that the top of plaintiff's carriage was down, that the same was caught by a wire, that it was so broken or torn, and that the horse which plaintiff was driving became frightened in such manners as alleged in the petition: and denies that plaintiff was permanently injured, that her nervous system is unbalanced by said injury, that she is rendered less able to follow her profession or to attend to household duties, and that the damages and injuries complained of by plaintiff in her petition were caused either in whole or in part by negligence on the part of the defendant, his agents or servants.

No 7667
Entry.

Second Defense:

Defendant says that the horse which plaintiff was driving when she received the injury alleged in her petition was spirited, skittish and unsafe for a lady to drive: that the harness and carriage which she was then and there using were old, much worn, weak and unsafe: that at the time of and just before said accident of which she complains she was driving said horse at a very rapid trot and in a careless and indifferent manner: that she drove safely a past the place where defendant and his employs were at work: that when past them a considerable distance one of the shafts of said carriage became broken and detached at or near its connection with the Axle of said carriage because of its weakness and the roughness of the road and of the rapid rate of speed at which plaintiff was driving: that because of said breakage said horse became frightened and unmanagable, and said carriage was overturned and plaintiff injured: that her said injuries are and are all the result of her own negligence in disregarding said defects in said horse, harness and carriage, and in driving the same in a reckless manner as aforesaid.

No 7667
Entry.

John L. Millar. Attorney. for Defendant.

State of Ohio, County of Huron, S.S.

Edward A. Schambs. being first duly sworn, says that he is the above answering defendant and that the facts stated and allegations made in the foregoing Answer are, as he verily believes. True.

Edward A. Schambs.

Subscribed in my presence and sworn to before me this 29th day of April A.D. 1899.

No 7667
Entry.

Henry S. Stites
Notary Public

Notary Fee 25¢ due Deft.

No 7667
Reply.

The following Reply was filed the 18th day of May A. D. 1899.

Common Pleas Court. Union County Ohio.

No 7667 Reply.

Carrie B. Bumgarner Plaintiff. v.s. Edward A. Schambs. Defendant. | No 7667 Reply.

Now comes the plaintiff and for reply to the second defense of the answer denies each and every allegation therein contained, and asks as asked for in her petition herein.

Carrie B. Bumgarner.
By L. Piper and R. S. Simpson her Attorneys.

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

Carrie B. Bumgarner, being duly sworn says the allegations above stated in her reply herein, are true as she verily believes.

Carrie B. Bumgarner.

Subscribed and sworn to before me this 16th day of May. A. D. 1899

Henry S. Stiles. Notary Public.

The following Entry was filed the 22nd day of January A. D. 1900.

No 7667 Entry.

Carrie B. Bumgarner v.s. Edward A. Schambs. | 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) P. V. Brown (2) Levi Rosebury (3) H. S. Stamates (4) Lemon Love (5) C. C. Smith (6) E. B. Mather (7) C. D. Slate (8) T. L. Robinson (9) David Cushman (10) A. E. Platte (11) Philip Ronsch (12) W. L. James. who were duly impaneled and Sworn according to Laws and after hearing the evidence in part the hour of Adjournment having arrived this case is continued until 8:30 O. clock tomorrow morning.

The following Entry was filed the 23rd day of January A. D. 1900.

No 7667 Entry.

Carrie B. Bumgarner v.s. Edward Schambs. | 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) P. V. Brown (2) Levi Rosebury (3) H. S. Stamates (4) Lemon Love (5) C. C. Smith (6) E. B. Mather (7) C. D. Slate (8) T. L. Robinson (9) David Cushman. (10) A. E. Platte (11) Philip Ransch (12) W. L. James who were heretofore duly impaneled and Sworn according to Law, and after hearing the balance of the Testimony and the Arguments of said Counsel the hour of Adjournment having arrived, this case is continued until 8:30 O'clock tomorrow morning.

The following Entry was filed the 24th day of January A. D. 1900.

No 7667 Entry.

Carrie B. Bumgarner v.s. Edward A. Schambs. | 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) P. V. Burson (2) Levi Roseberry (3) Th. S. Stamatis. (4) Lemon Love. (5) C. C. Smith (6) E. B. Mathews (7) C. D. Sidel (8) T. L. Robinson. (9) David Cushman (10) A. G. Platter (11) Philip Rausch (12) W. L. James.

Who were heretofore duly 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 Say.

We, the Jury, being duly impaneled, sworn and affirmed find the issues in this case in favor of the Plaintiff, and assess the Amount due to the Plaintiff from the Defendant Edward A. Schambs at the Sum of Ten Dollars

H. S. Stamatis Foreman.

Dated January 24th 1900.

The following Motion was filed the 27th day of January A.D. 1900.

Common Pleas Court Union County Ohio.

Carrie B. Bumgarner. Plaintiff	No 7667
v.s.	Motion For New Trial.
Edward A. Schambs. Defendant.	

Plaintiff moves for a new Trial for the following reasons. To wit:

1. The verdict is against the weight of the evidence and the law.
2. The Court erred in rejecting evidence offered by the plaintiff
3. The Court erred in charging the Jury.
4. The Court erred in refusing to charge the Jury as requested by plaintiff.

L. Piper and R. S. Simpson.
Attorney's For Plaintiff.

The following Entry was filed the 4th day of April A.D. 1900.

No 7667
Entry.

Carrie B. Bumgarner. Plaintiff	Court of Common Pleas
v.s.	Union County Ohio.
Edward A. Schambs. Defendant.	

Entry.

The Jury in this Action having at the January Term 1900. of this Court upon an inquiry of damages for the plaintiff assessed the same against the defendant at Sum of Ten Dollars ($10.00) And the Plaintiff having within three days, filed her motion for new trial.

The plaintiff now comes and by leave of Court first had withdraw said motion from the files.

The Court now therefore consider that the plaintiff Carrie B. Bumgarner recover from the defendant Edward A. Schambs the said sum of Ten Dollars ($10.00) So found due together with her costs herein expended Taxed to $

Approved J. F. Millar.
Attorney for Defendant.

Attest J. M. Gonsman Clerk

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Defendant.

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 Hon. Charles M. Melhorn, Judge of said Court of the Term of September, to-wit:- on the 28th day of September, in the year of our Lord, One Thousand Nine Hundred. Be it remembered that heretofore to-wit:- on the 19th day of Feb. A. D. 1900, Archibald Andrews filed in the Clerk's office of the said Court of Common Pleas, the following petition against Amelia Andrews, to wit:-

Archibald Andrews

7766 Vs. Court of Common Pleas, Union County, Ohio.

Amelia Andrews.

Petition

The plaintiff alleges that on the 17th day of September, 1896, at the city of Columbus O, he was married to the defendant, and at once took up his residence in Union County, near Watkins, and has since resided in said County; and has ever since said marriage conducted himself toward the defendant as a faithful, chaste and obedient husband. Second:- The defendant disregarding her duties as a wife, on the 17th day of May 1897, wilfully deserted the plaintiff, and for more than three years has been wilfully absent from him without a reasonable or just cause. Third:- The defendant also is guilty of gross neglect of duty toward the plaintiff, in this to wit:- She has absolutely refused to do any thing toward her household duties, and the plaintiff has always had to do his own house-work ever since the defendant abandoned him.

F. A. Thompson, Atty for Plaintiff.

The State of Ohio,
Union County ss. The, plaintiff, Archibald Andrews, makes oath and says that the allegations herein contained in the foregoing petition are true as he verily believes.

Archibald Andrews.

Sworn to before me and signed in my presence this 16th day of February, 1900.

D. W. Singer, Notary Public.

7766 Precipe

To the Clerk:-

Issue summons to the Sheriff of Franklin County, Ohio, returnable according to Law.

F. A. Thompson, Atty for Plaintiff.

7766 Summons

On the 19th day of February, 1900, the following summons, together with a certified copy of the petition was issued:-

The State of Ohio.
Union County ss.

To the Sheriff of Franklin County:-

You are commanded to notify Amelia Andrews that Archibald Andrews 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 willful absence for

more than three years, and gross neglect of duty; and asking that he be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 5th day of March, A.D. 1900. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, this 19th day of February A.D. 1900. (Seal) J. A. Gosnell, Clerk.

March, 2nd, 1900. Summons returned and filed endorsed as follows:-

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

Received this writ Feb. 22nd. A. D. 1900 at 2 o'clock P.M. and on Feb. 23rd, 1900, served same by personally handing a true copy of this writ, together with a certified copy of petition to the within named defendant, Amelia Andrews.

Sheriff's Fees:- Service and return $.50, docket etc $.20, mileage $1.20. copy $.20
Total $2.10

Chas. A. Pearce, Sheriff.
By Ed. C. Buell, Deputy.

7766
Motion

On March, 2nd, 1900 the following motion was filed:-

Archibald Andrews
Vs.
Amelia Andrews

Common Pleas Court, Union County, Ohio.

Now comes the defendant, Amelia Andrews, who moves the Court for an allowance of temporary alimony pending the hearing of this action. H. C. Bates, Atty for Defendant.

7766
Entry

On March, 2nd 1900 the following entry was filed:-

Archibald Andrews
Vs.
Amelia Andrews,

Common Pleas Court, Union County, Ohio.

This day this cause came on for hearing upon the application of the defendant for an allowance of temporary alimony, and it appearing to the satisfaction of the Court, that said defendant was entitled to such allowance, and upon agreement of the plaintiff to pay and of the defendant to accept, the sum of Thirty Dollars in full of temporary alimony the same to be paid on or before March, 16th, 1900, it is therefore ordered and adjudged and decreed that the said plaintiff pay to said defendant or to her attorney of record said sum of Thirty Dollars. ($30.00) on or before said 16th day of March, 1900.

F. A. Thompson, Atty for Plaintiff
H. C. Bates, Atty for Defendant.

7766
Demurrer

On March, 20th, 1900 the following demurrer was filed:-
Archibald Andrews.
Vs. Common Pleas Court, Union County, Ohio.
Amelia Andrews.

1. The defendant demurs to the first cause of action in the plaintiff's petition for the reason that the same does not state facts sufficient to constitute a cause of action.
2. The defendant demurs to the second cause of action in the plaintiff's petition for the reason that the same does not state facts sufficient to constitute a cause of action.
3. The defendant demurs to the third cause of action in the plaintiff's petition for the reason that the same does not state facts sufficient to constitute a cause of action.
4. The defendant demurs to the petition of the plaintiff for the reason that the same does not state facts sufficient to constitute a cause of action against the defendant.

7766
Entry

On Apr. 9th, 1900 the following Entry was filed:-
Archibald Andrews.
Vs. Common Pleas Court, Union County, Ohio.
Amelia Andrews.

This cause came on for hearing upon the demurrer of the defendant and being submitted to the Court upon consideration thereof the Court does overrule the same, and upon application for that purpose leave is granted defendant to plead by May 5th, 1900.

7766
Answer and Cross-petition

May 3rd, 1900, the following Answer and Cross-petition was filed:-
Archibald Andrews.
Vs. Court Common Pleas, Union County, Ohio.
Amelia Andrews.

Defendant for her answer to plaintiff's petition herein admits that she was married to the plaintiff as alleged in said petition, admits that plaintiff is a resident of said County and State as alleged in the petition but denies each and every other allegation in said petition contained. Defendant by way of cross-petition says that she was not absent from the plaintiff for three years at the date of filing said petition, and that she has not now been absent from said plaintiff for the period of three years, neither in fact, nor by the allegations of the said petition.

Defendant further alleges that on or about May, 17th, 1897, she came to the city of Columbus, Ohio, to visit her aged father, with the consent of the plaintiff he defraying her expenses to said city; that plaintiff was to come to said city on June 4th, 1897, and defendant was to return with him; that plaintiff did not come to said city as agreed upon on June, 4th nor at any other time for the purpose of taking defendant home with him nor did he send her money with which to return to their said home, but on the contrary forbid defendant returning home to stay or live with him, and ordered her to take her things away at once as he had sold his household effects and was going away.

Defendant further says that afterward she, at her own expense, returned to their home, and found another family living in the house with plaintiff, and that she not being able to see plaintiff took her things and returned to said city of Columbus, Ohio.
Defendant further says that since said 17th day of May, 1897, the plaintiff has not contributed anything toward her support, except the allowance of temporary alimony allowed in this action, most of which will be required as expense and attorney's fee, and that she has no money, income or property, and is required to support herself by her own labor.
Defendant further says the plaintiff is drawing a pension of twenty four Dollars per month, owns a homestead consisting of a house and two acres of land at Watkins, Ohio, the value of which Defendant is unable to state, is also able to work and does work and earn wages from ten ($10.00) Dollars to twenty ($20.00) Dollars per month.
Wherefor defendant prays that plaintiff be refused a divorce from defendant and that upon final hearing he be required to pay defendant permanent alimony in a reasonable sum, and for any and all other proper relief.

Amelia × Andrews
her mark
Witness G. A. Trompergen. Defendant above named).
W. C. Bates, Atty for Defendant.

7766 Motion

On Aug. 22nd, 1900 the following motion was filed:-
Archibald Andrews
Vs. Common Pleas Court, Union County, Ohio.
Amelia Andrews

Defendant moves the Court for an order herein granting her an additional allowance of alimony pending the hearing of this action, upon the following grounds, viz:-
1. The former allowance was by consent $30.00 all parties believing the case would be disposed of not later than the April term of Court 1900, the allowance being made in Feby, 1900.
2. The plaintiff has a home and pension of $24.00 per month, while defendant has no home (except with relations financially unable to support her) and no means of support except her own labor.
3. The former allowance was partly consumed in counsel fee for preparation of defendants defense, and the balance for necessaries for defendants comfort.
4. Defendant is now without means of support and funds necessary to further defend in said action, by reason of the delay in hearing said case which was no fault of defendant. W. C. Bates, Atty for Defendant.

7766 Reply

On Sept. 28th, 1900, the following reply was filed:-
Archibald Andrews
Vs. Court of Common Pleas, Union County, Ohio.
Amelia Andrews.

The plaintiff comes and for reply to defendants answer and cross-petition, says, that he admits that the defendant had not been absent from plaintiff for three years at the time of filing his petition, but is now more than three years, and also admits, that after the defendant, was away all summer of the year 1897

that late in the fall she come to the home of plaintiff, but plaintiff had been compelled to get a family to come and live in his house to keep house for him, and the defendant had no things to move but returned to her home in Columbus. The plaintiff further admits that he is drawing a pension of $24.00 per month, and has not contributed much towards defendants support since she left plaintiff, but denies each and every other allegation set forth in said answer, except what is set forth in plaintiffs petition.

Archibald Andrews. Plaintiff.
P. A. Thompson, Atty for Plaintiff.

7766 On Sept. 28th, 1900 the following Entry was filed:-

Archibald Andrews.
Vs. Court of Common Pleas, Union County, Ohio.
Amelia Andrews.

This cause came on to be heard on the pleadings and the evidence, and the Court finds that the plaintiff at the time of filing his petition, was or had been a resident of the State of Ohio for one year preceding the same, and was at the time a bona fide resident of this county of Union; that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that defendant has not been guilty of the allegations set forth in plaintiffs petition sufficient, and therefor plaintiff is not entitled to a divorce as prayed for.

It is further adjudged that the allegations of defendants answer and cross petition as upon the evidence adduced, are not sufficient, and that defendant is not entitled to alimony as prayed for.

The petition and answer and cross petition be dismissed at plaintiffs costs, Sept. 28th, 1900.

P. A. Thompson Atty for Plaintiff.
H. C. Bates, Atty for Defendant.

Attest:
Chas. A. Funkhouser
Clerk.

7795 Petition

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7795 Affidavit

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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 Hon. Charles M. Melhorn, Judge of said Court of the term of September, to wit:- On the 28th day of September, in the year of Our Lord, one Thousand Nine Hundred, Be it remembered that heretofore to wit:- On the 21st day of May A.D. 1900, Joseph Bell filed in the Clerks office of the said Court of Common Pleas, the following petition against Maude Bell, to wit:-

Joseph Bell

7795 Vs. Court of Common Pleas, Union County, Ohio.

Petition Maude Bell.

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 12th day of November, 1884, he was married to the defendant, The defendant has in disregard of her marital duties, since April 7th, 1890, been willfully absent from the plaintiff.

Second cause of action:- The defendant in disregard of her marital duties without cause left the plaintiff April 7th, 1890; and was thereafter an inmate in a house of ill fame, in Columbus, Ohio, and there committed adultery with various persons whose names are unknown to this plaintiff. That the defendant remained in the place aforesaid, for a period of about three years, when she went to the city of Chicago Ill. since which time the plaintiff has no knowledge of defendant. Therefor plaintiff prays that he may be divorced from the defendant, and that he may have such other relief as is proper.

D. W. Ayers, Atty for Plaintiff.

State of Ohio, }
Union County ss. } Joseph Bell, being first duly sworn, says the facts stated and allegations, contained in his foregoing petition are true as he believes.

Joseph Bell.

Sworn before me and signed in my presence by the said Joseph Bell, this 21st day of May, 1900,

Seal

J. A. Gosnell, Clerk of Court.

7795 Joseph Bell

Affidavit Vs. Court of Common Pleas, Union County, Ohio.

Maude Bell

Joseph Bell, being first duly sworn, says that service of summons cannot be made in this State on the defendant Maude Bell, and that the cause is one of those mentioned in section five thousand and forty eight of the Revised Statutes of Ohio,

Joseph Bell.

Sworn to before me and signed in my presence this 21st day of May, 1900,

Seal

J. A. Gosnell, Clerk of Court.

7795
Legal Notice

On the 24th, day of Sept. 1900, the following Legal Notice was filed:-

Joseph Bell
vs.
Maude Bell

Court of Common Pleas, Union County, Ohio.

"Maude Bell, whose place of residence is unknown, will take notice that on May 21st. 1900, Joseph Bell, the plaintiff, filed his petition in the Court of Common Pleas of Union County, Ohio, praying a divorce from Maude Bell, on the grounds of gross neglect of duty also adultery, and that said cause will be for hearing on and after Sept. 26th, 1900.

Joseph Bell.

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 gnural circulation in the County of Union, the first publication beginning with Aug. 15th, 1900.

H. O. Sherrer.

Sworn to and subscribed before me, this 24th day of Sept. 1900.
Printers Fees. $3.00

Seal

Chas. C. Rathbornwood, Clerk.

7795
Entry

On Sept. 28th, 1900 the following Entry was filed:-

Joseph Bell.
vs.
Maude Bell

Court of Common Pleas, Union County, Ohio.

This cause came on to be heard upon the pleadings and the evidence, and on consideration thereof, the Court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further find upon the evidence adduced that the defendant has been guilty of wilful absence for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered by the Court that the marriage contract heretofore existing between the said Joseph Bell and Maude Bell be, and the same is hereby dissolved, and both parties are released from the obligations of the same.
It is further ordered and adjudged by the Court that the plaintiff pay the costs of this action.

Attest:- Chas. C. Rathbornwood, Clerk.

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before Hon. Charles M. Melhorn, Judge of said Court of the Term of Sept. to wit: On the 9th day of Oct 1900 A.D.

Be it remembered that heretofore, to wit: On the 16th day of July A.D. 1900 George H. Bixler filed in the Clerk's office of the said County Court of Common Pleas, the following petition against Wm Van Buskirk, to wit:

7791
Petition

George H. Bixler
vs.
Wm Van Buskirk

Court of Common Pleas, Union County, Ohio.

Plaintiff says on or about the 10th day of March, 1900, he entered into a verbal contract with defendant in substance as follows: to-wit: Plaintiff agreed to move a certain frame dwelling house for defendant, to and upon a certain tract or lot of land then and ever since occupied by defendant as a dwelling place, and to move into said house and dwell there, and work for defendant in his tile works at $1 a day for work in the tile works.

Defendant on his part agreed in consideration thereof to give plaintiff employment at said rates in the tile works, and to furnish him said house, and the yard apurtenant as a dwelling place, and the use of said property was to go against plaintiff's labor, and services in moving it until the same were fully compensated thereby.

Pursuant to said contract, plaintiff employed help and moved said house, and delivered same to defendant, and completed said moving on the 17th of March, 1900, and prepared to move in on the 19th of March, but on Sunday the 18th of March, the said house while in the possession and control of the defendant exclusively, and before the time appointed, or a reasonable time for said plaintiff to proceed and occupy same, was totally destroyed by fire. The plaintiff and his employee performed in removing said building under the contract, two days work worth $1.25 per day, making $2.50 in all, which is the same work set up in plaintiff's bill of particulars before the J.P. in this case.

The plaintiff went to the defendant on the 19th, and requested him to furnish him a dwelling, and go on with the contract on his part, or to pay him for his work aforesaid. And defendant refused to go on with the contract to furnish him a house, or employment or pay him for his work, or pay any part thereof, and said he never would pay any part thereof. Plaintiff says the said sum of $2.50 is justly due him from defendant, on said contract and wholly unpaid, and therefore he asks judgment against the defendant, for said sum of $2.50 with interest from March, 19th, 1900.

This case comes into Court by appeal from the docket of R. B. Fry J.P.

J.B. Cole, Atty for Plaintiff.

The State of Ohio.
Union County ss. } George Bixler, the plaintiff being duly sworn says that the facts stated and allegations in his foregoing pleading are as he believes true,

George Bixler.

Sworn to and subscribed before me this 14th day of July, 1900. (Seal)

Robert McCrory, Notary Public.

7791
Answer

On Sept. 15th, 1900 the following reply was filed.

George H. Bixler
vs.
Wm Van Buskirk

Court of Common Pleas, Union County, Ohio.

First: The defendant comes, and for answer to plaintiff's petition says, that he denies that he ever entered into any such contract with plaintiff as is set forth in plaintiff's petition, but the said defendant did agree with plaintiff to allow him (plaintiff) to occupy the said house as a dwelling for one month, if he (plaintiff) was willing to move said house onto the lot of defendant and on those conditions defendant also agreed to furnish a team of horses and man to help plaintiff in moving said house, but was not to charge plaintiff any thing for the use of said team of horses and man. Thereupon, the plaintiff agreed with defendant, and moved said house onto the lot of defendant, but defendant, did not agree with plaintiff that he, (plaintiff) might work for defendant in his tile factory, but plaintiff did make the statement that he would work for defendant, to which the defendant replied that he did not care to hire any one yet, but defendant was to receive three dollars per month in money from plaintiff as rent for the use of said house after the expiration of the first month.

Second: That after the plaintiff had moved said house onto the lot aforesaid and before he had moved into and began to occupy the same, it was by some unknown cause destroyed by fire, but defendant had not agreed to pay plaintiff any thing whatever for moving said house, except that the plaintiff might occupy the same for one month free, and to which plaintiff there agreed and defendant denies that he is indebted to plaintiff in any sum whatever.

Third: The defendant herein, denies each and every other allegation therein set forth in plaintiff's petition.

T. A. Thompson, Atty for Defendant.

7791
Reply

On Sept. 28th, 1900 the following Reply was filed:—

George H. Bixler
vs.
Wm Van Buskirk

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and for reply to defendants answer herein says, that he was to raise the house, and put it on rollers ready for defendant to hitch a team to it, and pull it down to the place stated in the petition in consideration of one months rent, but plaintiff was to have nothing to do with it except to raise it. Plaintiff fully complied with said agreement on his part and raised the house and put it on rollers as agreed, but when defendant brought the team he found the building was too heavy and the team could not pull it. Thereupon defendant requested Plaintiff to roll the building down to the said designated place by hand, and promised to satisfy him for so doing and for the raising. Plaintiff thereupon employed help and moved the building as stated in his petition, and plaintiff denies each and every allegation in the Answer that is inconsistent with the statements of his petition or this reply, and plaintiff prays judgment, as in his petition he has prayed.

J. B. Cole Atty for Plaintiff.

7791
Verdict

7791
Judgment

State of Ohio.
Union County ss. } George H. Birler, being sworn says that the facts stated and allegations in his foregoing pleading, are as he believes true.

G. H. Birler.

Sworn to and subscribed before me this 28th day of September 1900.

Seal

Chas Truhorwood, Clerk

7791
Verdict

On the 3rd. of October, 1900 the following Verdict was filed:-

George H. Birler, Plaintiff
Vs.
William Van Buskirk, Defendant

Court of Common Pleas. Verdict for Plaintiff.

"We, the Jury, being duly impaneled and sworn, find the issues ~~in~~ this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendant, at the sum of ($3.10) Three Dollars and ten cents, principal and interest.

Dated, Oct. 3rd, 1900

J. J. Brannan, Foreman.

7791
Judgment

On, Oct. 9th, 1900 the following Judgment was filed:-

George H. Birler.
Vs.
Wm Van Buskirk

Court of Common Pleas, Union County, Ohio.

The Jury in this action having on a former day of this term rendered a verdict for the Plaintiff, and assessed the amount due him from the defendant, at the sum of ($3.10) Three and 10/100 Dollars, and no motion for a new trial having been made, it is therefore considered by the Court that the said George H. Birler recover from the said William Van Buskirk, the said sum of Three and 10/100 Dollars ($3.10) together with his costs herein expended taxed to $ —.

Attest:-
Chas. C. Truhorwood, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before Hon. Charles M. Melhorn, Judge, of said Court of the Term of September, to-wit:- On Sept. 12th A.D. 1900. Be it remembered that heretofore, to-wit:- On July 16th, A.D. 1900, S. B. Bailey filed in the Clerks office of the said Court of Common Pleas, the following petition against Emma Bailey, to-wit:-

7813
Petition

S. B. Bailey,
Vs. Court of Common Pleas, Union County, Ohio.
Emma Bailey

First:- The plaintiff allege that on the 13th, day of June 1888, at Springfield, Ohio, he was married to the defendant, and has since resided in this County, and has ever since said marriage conducted himself toward the defendant, as a faithful chaste and obedient husband.
Second:- The defendant, disregarding her duties as a wife on about the 13th day of July, 1897, willfully deserted the plaintiff, and for more than three years last past has been willfully absent from him without a reasonable or just cause.
Third:- The defendant is guilty of gross neglect of duty, towards the plaintiff in this to-wit:- The said defendant would leave her household duties and go away and refuse to attend to them, while plaintiff did every thing he could do, and provided her with every thing and all that was necessary considering their circumstances.
The plaintiff, therefor prays that he may be divorced from said defendant, and that he may have such other relief as equity may require.

S. B. Bailey, Plaintiff
F. A. Thompson, Atty for Plaintiff.

7813
Affidavit

On July 16th, 1900, the following affidavit was filed:-

S. B. Bailey
Vs. Court of Common Pleas, Union County, Ohio.
Emma Bailey

S. B. Bailey, being duly sworn, according to law, appeared before me, Robert McCrory, a Notary Public, in and for the County of Union and State of Ohio, comes and says that the residence of the defendant Emma Bailey, is to him unknown, and that he cannot with reasonable diligence ascertain her whereabouts, and has not known of her whereabouts for more than three years. Further this affiant saith not.

S. B. Bailey

Sworn to before me and signed in my presence by S. B. Bailey, this 14th day of July, 1900.

(Seal)

Robert McCrory, Notary Public.

7813
Legal Notice

7813
Judgment.

7813
Legal Notice

On Sept. 12th, 1900 the following Legal Notice was filed:
"Emma Bailey, residence unknown will take notice that on the 16th day of July, 1900, S. B. Bailey filed his petition in the Court of Common Pleas, of Union County Ohio, being cause No. 7813, praying a divorce from said Emma Bailey on the grounds of abandonment and gross neglect of duty. Said petition will be for hearing on and after Aug. 29, 1900.
S. B. Bailey.

State of Ohio.
Union County ss. } I, Wm. H. Collett, publisher of the "Union County Republican" being duly sworn, says that the notice hereto attached was published in the "Republican" on the 18th day of July 1900, and continued therein six consecutive times, during all of which time said newspaper was printed and in general circulation in said County.
Wm. H Collette.
Sworn to and subscribed before me this 12th day of Sept. 1900.
(Seal) F. A. Thompson, Notary Public.

7813
Judgment.

Sept. 12th, 1900 the following Judgment was filed:—
S. B. Bailey.
Vs. Court of Common Pleas, Union County, Ohio.
Emma Bailey

Now came the plaintiff, and the defendant having been duly and legally summoned by publication, and having failed to appear, the Court find her in default for answer and demurrer to said petition and that the allegations thereof are confessed by her to be true; that the plaintiff at the time of filing his petition had been a resident of Ohio, and Union County for more than one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further find upon the evidence adduced that the defendant has been guilty of willful abandonment for more than three years, 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 S. B. Bailey and Emma Bailey be, and the same is hereby dissolved, and both parties are released from the obligations of the same, this 12th day of September A. D. 1900.
F. A. Thompson, Atty for Plaintiff.

Pleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the Term of September, to-wit:- On Oct. 17th, A.D. 1900.

Be it remembered that heretofor, to-wit:- On the 4th, day of August, A.D. 1900. Creed M. Boord filed in the Clerk's office of said Court of Common Pleas, the following petition against Eltha A. Boord, to-wit:-

7821
Petition

Creed M. Boord
Vs.
Eltha A. Boord.

Court of Common Pleas, Union County, Ohio.

The plaintiff says:- That he has been a resident of the State of Ohio, for the year last past, and is at present a bona fide resident of the said County of Union, That on, or about the 18th day of July A.D. 1899, near New Dover, in the County of Union, and State of Ohio, he was married to the defendant, and he has ever since conducted himself toward the said Eltha A. Boord, as a faithful and indulgent husband.

The defendant disregarding her duties as a wife, has been guilty of gross neglect of duty toward the plaintiff, in this, to-wit:-

1. That within a few weeks after their said marriage, to-wit:- From about the first day of September following said marriage, She refused to cohabit with the plaintiff, and refused to sleep with him, or to allow him to have sexual intercourse with her. She further refused to perform any of the duties of a wife, to-wit:- by refusing to go to housekeeping with him, at his request, and to do his necessary washing, cooking, mending or sewing, and has so continued to neglect all of her duties as a wife for the plaintiff ever since about the first day of September, 1899, and she has so neglected her duties as a wife, without any cause or fault whatever on the part of the plaintiff, and she has wholly abandoned the plaintiff ever since about said first day of September, 1899, and has resided with her parents ever since said last named date.

There was no child born as the issue of said marriage.

The plaintiff therefor prays, that he may be divorced from the said defendant, Eltha A. Boord, and said marriage contract annulled and set aside, and the plaintiff allowed any further relief to which he may be entitled, either in law or equity.

Porter & Porter Attys for Plaintiff.

The plaintiff, Creed M. Boord, being sworn, makes oath, that the facts stated in the foregoing petition are true, as he believes.

Creed M. Boord

Sworn to by Creed M. Boord, the plaintiff herein, before me, and signed by him in my presence this 4th day of August A.D. 1900.

Seal

J. A. Gosnell, Clerk.

7821
Precipe

To the Clerk:-

Issue summons against the defendant, in the above entitled case, which together with a copy of the petition, deliver to the Sheriff of said Union County, Ohio, to be served by him upon the said defendant, and returnable according to law, Endorse "Action for Divorce."

Aug 4th, 1900.

Porter & Porter attys for Plaintiff.

7821
Summons

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Answer and Cross-petition.

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7821
Summons

Aug, 4th, 1900, the following summons with copy of petition was issued:-
The State of Ohio,
Union County ss. } To the Sheriff of the County of Union:-
You are commanded to notify Eltha A. Board that Creed M. Board, has filed in the office of the Clerk of the Court of Common Pleas, of Union County and State of Ohio, a petition (a copy of which is herewith served on her) charging her with gross neglect of duty, and asking that he be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 13th day of August, A. D. 1900. Witness my hand and the seal of said Court at Marysville, this 4th day of August, A. D. 1900.
Seal
J. A. Gosnell, Clerk of the Court.

On Aug. 11th, A. D. 1900 the above summons was returned and filed endorsed as follows:- "Received 8 o'clock a. m. on the 6th day of August A. D. 1900, and on the 11th day of August A. D. 1900, I served the same upon the defendant by personally handing Eltha A Board a true copy thereof, together with a certified copy of the petition in this case.
Sheriff's Fees:- service $.40, copy $.15, mileage $.12 return $.25 - Total $1.92.
J. Ed. Robinson, Sheriff.

7821
Answer and Cross-petition.

Sept. 5th, 1900 the following Answer and Cross-petition was filed:-
Creed M. Board
Vs.
Eltha A. Board
Court of Common Pleas, Union County, Ohio.

Now comes the defendant Eltha A. Board and for her answer to the petition says, that she admits that she was married to the plaintiff at the time stated in the petition and that no children has resulted from said marriage. The defendant denies each and every other allegation and averment in the petition contained.

For her cross-petition against the plaintiff the defendant says; that she has been a resident of the State of Ohio for more than the year last past and she is now a bona fide resident of the said County of Union. That she was married to the plaintiff on the 18th day of July, 1899 and she has ever since conducted herself toward the plaintiff as a faithful and obedient wife. Notwithstanding his marital duties as a husband, the plaintiff has been, and is guilty of gross neglect of duty as a husband to the defendant in this to-wit: He never furnished the defendant with any food, clothing, home, shelter or protection of any kind. The defendant's father lives in Dover Tp. this County, and the plaintiff's mother lives in Allen Tp. this County. After said marriage for a short time the plaintiff would visit the defendant at her father's, and she would go with him to his mother's, but the greater portion of the time he remained away from her and refused to live or cohabit with her. During the latter part of August, after said marriage the plaintiff took the defendant to her father's house and on the way told her he was going to leave her there, but before they separated he promised to return in the near future, and take the defendant to a church convention, but he never came.
The defendant then went to see him and try and make some

arrangments for the future, and he again made an appointment to meet her at a future time fixed by him, but he failed to keep his promise and without informing the defendant of his purpose, went to the State of Kansas, and never by letter or otherwise let her know of his whereabouts. The plaintiff returned from Kansas in a short time, but did not notify the defendant of his return, and the defendant and her father met him by accident at Marysville afterward and he promised them to visit the defendant at her father's but he failed to keep his promise. The defendant then went to see him, at his mother's and to try and make some arrangements for the future, and he made new promises and broke them without giving any reason therefor. Finally the defendant made an appointment with the plaintiff to meet him at his mother's on the 4th, of November 1899, and to let him have $100.00 of her money which he said he wanted. Befor the 4th of November came around the plaintiff wrote to the defendant asking her to postpone her visit to him for one week, and she did so, visiting him again on the 11th, day of November, 1899 taking with her the $100.00 she had promised him. When the defendant arrived at the plaintiff's mother's she found the plaintiff there with his trunk packed ready to start to Kansas again. The defendant offered to give him the money, but he told her he did not want her or her money and that he was going to Kansas that evening, and she could go back home as it was all over between them. The plaintiff started to Kansas that evening, and the defendant returned to her father's and she and the plaintiff have had no conversation since. The defendant says the plaintiff's conduct was cruel in keeping her in suspense and making promises and fixing times to meet her and neglecting to keep his promises, and refusing to give any explanation of his conduct toward her. The defendant therefor charges him with extreme cruelty and gross neglect of duty as herein stated.

The defendant therefor prays the Court that she may be divorced from the plaintiff and that she may have reasonable alimony, including alimony pending this suit, and that she may be restored to her maiden name of Eltha A. Graham, and for all such other and further relief as may be right and proper, and to the Court seem fit.

Cameron & Cameron Atty's for Defendant.

7821 Reply.

Sept. 22nd 1900, the following reply was filed:-

Creed M. Boord
Vs.
Eltha A. Boord

Court of Common Pleas, Union County, Ohio.

The plaintiff replies to the answer and cross petition of the defendant herein and admits that defendant is, and has been a resident bona fide of said County of Union as she alleges, and he admits the marriage as she alleges, and admits the residence of defendants father and of plaintiff's mother as alleged, and admits that after their said marriage for a short time, the plaintiff would visit the defendant at her father's, and she would go to him at his mothers.

And plaintiff denies each and every allegation in defendants answer and cross-petition not herein specifically admitted to be true.

Porter & Porter Atty's for Plaintiff.

7821 Judgment.

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7821
Judgment.

Oct. 17th, 1900 the following Judgment was filed:—
Creed M. Board
Vs.
Eltha A. Board

Court of Common Pleas, Union County Ohio.

This cause came on to be heard on the pleadings and evidence (the plaintiff having asked and had leave of the Court to withdraw his reply). On consideration whereof the Court finds that the plaintiff is not entitled to a divorce on the grounds set forth in his petition. The Court further finds that the allegations in the defendants cross-petition are true; that the parties were married as stated therein, and that the plaintiff has been guilty of gross neglect of duty, as in the cross-petition set forth, and that by reason thereof the defendant is entitled to a divorce as prayed for by her. It is therefore adjudged and decreed that the marriage contract heretofore existing between the parties be, and the same is hereby dissolved, and both parties released from the obligations of the same. It is further ordered that the defendant be and she is restored to her maiden name of Eltha A. Graham, and that the plaintiff pay the costs of this proceeding taxed to $—.

Attest: Chas. C. Trubenwood, Clerk.

Pleas continued and held at the Court House, in Marysville, within and for the Tenth Judicial District of the Common Pleas Court of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the term of September, to-wit: On Sept. 20th, A. D. 1900.

Be it remembered that heretofore to-wit: on the 10th day of July, A. D. 1900, Sadie Bidwell filed in the Clerk's office of said Court the following petition against William Bidwell to-wit:

7812 Petition

Sadie Bidwell

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

William H Bidwell

and Samuel B. Holycross, Admr.

Sadie Bidwell, the above named plaintiff says that she is an actual resident of said Union County; and that she has been a bona fide resident of the State of Ohio, continuously, for one year and more, last past. Plaintiff further says that she and the said defendant, William H Bidwell, were married to each other on or about the 15th, day of September A. D. 1891, at said County; and that there are now living with plaintiff, in said County, children, the issue of said marriage, viz: Marsten Bidwell, aged 8 years, and Evangeline Bidwell, aged 6 years. Plaintiff further says that she has always conducted herself as a true and faithful wife to the said William H Bidwell; but that, he, the said William H. Bidwell, in violation of his marital duties to this plaintiff, has been guilty of gross neglect of duty in this to-wit:- the said William H Bidwell, has, for more than five years last past, failed and wollfully neglected to support this plaintiff and the said children, or to contribute to the support of either of them; and that by reason of such failure and neglect this plaintiff has been compelled to rely upon her own efforts for the maintenance of herself and the said children because of the profligacy and dissipation of the said William H Bidwell.

7817 Waiver

Said plaintiff further alleges that the said William H Bidwell has been guilty of habitual drunkenness for three years and more last past.

The plaintiff says that the said William H Bidwell owns no personal property, to her knowledge, but that he is the owner in fee simple of an undivided one seventh part or interest in the real property belonging to the estate of Mary A. Bidwell, deceased, which said real property is now in process of sale in the Probate Court of Union County, Ohio, for the purpose of paying the debts of the said decedent. So that, this plaintiff is unable to advise the Court, what, if any amount of the proceeds of the prospective sale aforesaid will be found in the hands of the Administrator, due the said William H Bidwell, on distribution thereof. Plaintiff further says that the defendant, Samuel B. Holycross, is the duly appointed, qualified and acting Administrator of the Estate of Mary A. Bidwell, deceased, and that the contingent distribution share of the said William H Bidwell in said proceeds will come into the hands of the said Administrator, and will unless, unless the said defendants be restrained by this Court, be paid out and distributed to the detriment of this plaintiff's claim for alimony.

7812 Affidavit

Therefore the plaintiff prays that she may be decreed reasonable

alimony; that said William H Bidwell be enjoined from disposing of, or otherwise interfering with the real property aforesaid, or his said contingent interest in the proceeds of the sale thereof; that the said Samuel B. Holycross as Administrator as aforesaid, be injoined from paying out or otherwise disposing of, any balance, on distribution of said proceeds, which may be found due the said William H Bidwell, until the further order of the Court That plaintiff be adjudged and decreed a divorce from her said husband William H Bidwell, and that the bonds of their said marriage be absolutely dissolved; That she be decreed the custody of their said minor children; and that she be adjudged her costs in this behalf expended, together with all other proper relief in the premises.

Sadie Bidwell, by
James McCampbell, her Attorney.

The State of Ohio, }
Union County ss. } Sadie Bidwell, plaintiff herein, being duly sworn on her oath, says that the facts stated in her foregoing petition are true,

Sadie Bidwell.

Sworn to ~~before~~ me, and subscribed in my presence by the said Sadie Bidwell, this 10th day of July, A. D. 1900.

(seal)

John M Brodrick,
Probate Judge.

Petition endorsed as follows:- "Temporary injunction allowed July 10th, 1900.

John M. Brodrick,
Probate Judge.

7817 Waiver

Waiver of Summons.

I hereby acknowledge notice of the foregoing petition, waive the issuing and service of summons thereon and voluntarily enter my appearance to said action.

Dated July 16th A. D. 1900. Samuel B. Holycross, as Administrator of the Estate of Mary A Bidwell, deceased.

7812 Affidavit

July 10th, 1900, the following Affidavit was filed.

Sadie Bidwell-
vs.
William H Bidwell et. al.

Court of Common Pleas, Union County, Ohio.

The State of Ohio, Union County ss.

Sadie Bidwell, the above named Plaintiff, being duly sworn, on her oath says; That service of a summons and copy of the petition herein cannot be made within this State, upon the said defendant William H Bidwell who is a resident of the town of Lone Elm in the State of Kansas, and that this action is brought by the said Sadie Bidwell against the said William H. Bidwell in this Court for divorce and alimony, according to the statute for such case made and provided; and further affiant saith not.

Sadie Bidwell.

Subscribed and sworn to by Sadie Bidwell, the plaintiff, before me this 10th day of July, A. D. 1900.

(Seal)

John M. Brodrick, Probate Judge.

7812
Legal Notice

Sept. 7th, 1900 the following Legal Notice was filed:-
"William H. Bidwell, whose place of residence is Lone Elm, in the State of Kansas will take notice that on the 10th day of July, A.D. 1900, in the Court of Common Pleas, of Union County, Ohio, where the action is now pending, being cause No. 7812. the undersigned, Sadie Bidwell, filed her petition, against the said William H Bidwell, praying divorce from him, for alimony, for custody of their minor children, and for injunction.
The said William H. Bidwell is required to answer the petition in said action not later than six (6) weeks after the 11th day of July, A.D. 1900, the date of the first publication of this notice, or such divorce, and relief may be granted.
Sadie Bidwell.

"The State of Ohio,
Union County ss. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in "The Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with, July, 11th, 1900,
John H. Shearer.
Sworn to and subscribed before me, this 7th day of September, 1900.
Printers Fees $3.00 (Seal) Chas Truhlsorwood, Clerk.

7812
Judgment

Sept, 20th, 1900 the following Entry was filed:-
Sadie Bidwell
vs.
William H Bidwell et al
Samuel B. Holycross Admr &c.
Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard by the Court upon the plaintiffs petition, and the evidence, and the same was submitted to the Court, Whereupon, the Court, being fully advised in the premises, finds that the said defendant, William H. Bidwell, has been served with notice of the pendency and prayer, of the petition herein by publication, and that said publication, and proof of same are in all respects regular and according to law and are hereby approved by the Court, The Court also finds that the defendant, Samuel B. Holycross, has voluntarily entered his appearance herein by written waiver of summons upon the said petition indorsed.
The Court further finds that both of the said defendants have failed to appear; that they are each in default for answer and demurrer to the said petition, and that the allegations of the petition are by such default confessed by each of the said defendants to be true,
The Court also finds that the plaintiff at the time of filing her said petition, had been a resident of the State of Ohio, for one year next preceding the same, and was, at that time, a bona fide resident of the County of Union, and that the parties hereto were married as in the said petition set forth,
The Court further finds, upon the evidence adduced, that the said defendant, William H. Bidwell, has been guilty of gross neglect of his marital duty in that he has failed, and willfully neglected to support the said plaintiff, and her said children, or either of them, for five years last past; and that by reason

of such failure and neglect, the said plaintiff is entitled to a divorce as prayed for. Therefore, it is considered, ordered, and adjudged by the Court that the marriage contract heretofore existing between the said Sadie Bidwell and William H Bidwell, be, and the same hereby is, dissolved, and both parties, are released from the obligations of the same.

It is further, ordered and adjudged by the Court that the custody, education, care and control of the said children of the said parties, last aforesaid, be, and until further order, confided to the said Sadie Bidwell exclusively. And the said William H Bidwell, is hereby enjoined from interfering in any manner with either of the said children, or with the said Sadie Bidwell in her custody and control of them.

It is further ordered and adjudged by the Court that the defendant, William H Bidwell, pay to the plaintiff, as her reasonable alimony in money, the sum of five hundred dollars, payable in gross, and the same is hereby made a lien upon any and all the real estate of the said William H. Bidwell. And it is further ordered and adjudged by the Court that the said Samuel B. Holycross, whom the Court finds to be the Administrator of the estate of Mary A. Bidwell, deceased, be, and he is hereby, enjoined from paying to the said William H. Bidwell, on distribution of the said estate, any of the proceeds of the sale of the real estate of the said decedent until the, the said Administrator, or the said William H Bidwell, shall have satisfied the judgment for alimony aforesaid. And in default of payment of the same afor said for three days, by the said William H Bidwell, execution is awarded therefor. It is further ordered and adjudged by the Court that the said Sadie Bidwell, plaintiff, pay the costs in this behalf expended, taxed at $-.

Attest:-

Chas Truhorwood, Clerk.

Please continued and held at the Court house, in Marysville within and for the Dauth Juglicial District of the Common Pleas Court of the State of Ohio, before the Hon. Charles H. Hepburn, Judge of said Court of the term of September, to wit:- On Sept 28th A.D. 1900. Be it remembered that heretofore to wit:- on the 1st day of May A.D. 1900 Elizabeth Glaze. filed in the Clerks office of said Court the following petition against James Glaze. to wit:-

7790
Petition

Elizabeth Glaze.
V.s.
James Glaze.

Court of Common Pleas. Union County, Ohio

Elizabeth Glaze the above named complainant says that she is an actual resident of the said County of Union. and that she has been a bonafide resident of the State of Ohio. continuously for one year, and more last past.
That she and the said James Glaze were married to each other on or about the 26th. day of March A.D. 1887. at Marysville Ohio and that there are no children living of said marriage
That she always conducted herself as a true and faithful wife to said James Glaze, and that the said defendant disregarding his duties as a husband toward her. has been guilty of Gross Neglect of Duty. in this. that he has failed to provide for plaintiff for more than three years- being able to do so: and that the said James Glaze. has been guilty of Wilful Absence for more than three Years to wit:- for Sixteen years: all of which has been against plaintiffs will. and without any fault on her part.
Wherefor plaintiff prays that she may be adjudged and decreed a divorce from her said husband. James Glaze. and that the bonds of their marriage my be absolutely dissolved: and for all proper relief in the premises.

Elizabeth Glaze. by
Robt. McCrory. her attorney

7790.
Affidavit

May 2nd the following affidavit was filed.

Court of Common Pleas, Union County.

Elizabeth Glaze.
Vs.
James Glaze.

Elizabeth Glaze, the above named plaintiff sweare that service of a summons and copy of the petition herein cannot be made within this state upon said defendant James Glaze: That his place of residence to this plaintiff is unknown and that this action is brought by said Elizabeth Glaze against said James Glaze. for divorce, according to the statute in such cases made and provided. and further saith not.

Elizabeth Glaze.

Sworn to by Elizabeth Glaze, and by her subscribed in my presence this 1st. day of May A.D. 1900

James Mc. Campbell
Notary Public, Union County, Ohio.

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Legal Notice

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Legal Notice

Sept 27th 1900. the following legal notice was filed:-
James Glaze. whose place of residence is unknown. late of Union County. Ohio will take notice that, on the first day of May. A.D. 1900 in the Court of Common Pleas in Union County. Ohio where the action is now pending. being Cause No. 7790 the undersigned Elizabeth Glaze filed her petition against said James Glaze, praying for divorce from him on the grounds of Gross Neglect of Duty and Wilful Absence for more than three years.
The said James Glaze is required to answer the petition in said action not later than six weeks after the Second day of May. A.D. 1900. the date of the first publication of this notice. or such decree may be granted.
Elizabeth Glaze.

The State of Ohio
Union County ss. The undersigned, being duly sworn, says that a copy of the annexed Notice was published for six consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union. the first publication beginning with the May 2nd. 1900
W.O. Shearer.
Sworn to and subscribed before me, this 27th day of Sept. 1900.
Printers fees. $3.00 R.W. McElroy. Notary Public

7790
Judgment

Sept 28th. 1900 the following Entry was filed
Elizabeth Glaze.
vs. Court of Common Pleas. Union County. Ohio
James Glaze.

Now came the plaintiff. the defendant having been legaly Summoned by publication, and having failed to appear. the Court find in default for answer. and demurrer to said petition. and find that the allegations 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 proceeding the same. and that she was a bonafide resident of the County of Union. and that the parties thereto were married as set forth in said petition
The Court further find upon the evidence adduced that the defendant has been guilty of Wilful Absence, for more than three years last past. and that by reason thereof. plaintiff is entitled to divorce as played for.
It is therefore ordered and adjudged by the Court that the Marriage contract heretofore existing between said Elizabeth Glaze. and James Glaze be and the same hereby is. dissolved and both parties are released from the obligations of the same
It is ordered that plaintiff pay the costs of this action.
Attest Chas C. Perkinswood.
Clerk.

Pleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Common Pleas Court of the State of Ohio, before the Hon. Charles M. Mellhom, Judge of said Court of the term of September, towit:- On Sept, 15th, A.D. 1900.

Be it remembered that heretofore, towit:- On July, 30th, A.D. 1900, Stuart Boynton, a minor, by his guardian, Ella Boynton, filed in the Clerk's office of said Court the following petition against Charles, H. Boynton, et. al. towit:-

7816
Petition

Stuart Boynton, a minor, by
his Guardian, Ella Boynton,

Court of Common Pleas,
Union County, Ohio.

Vs.

Charles H Boynton, William H. Boynton, Oliver Boynton,
Ella Boynton, Anna Boynton, Lillian Boynton & Jane Boynton,

Plaintiff is under twenty-one years of age, and therefor brings this action, by Ella Boynton, his guardian, duly appointed by the Probate Court of Jackson County, Missouri.

Plaintiff has a legal right to and is, by virtue of a devise contained in the will of one John Woods, deceased, which has been duly probated in the Probate Court of Union County, Ohio, seized in fee simple of an undivided one-eighth part of the following described real estate towit:-

Situate in the Village of Richwood, in the County of Union, and State of Ohio; and being all of Lot No. Ninety-four (94) in the original plat of said village; and also a strip of land fifty feet wide by one hundred and thirty-two feet in length, extending lengthwise from the East side of North Franklin Street to the alley East of the same; bounded on the north by the property of Margaret Long, and on the south by the property of Mary Daugstaff, and known as the homestead of Rebecca Woods, now deceased. The defendants are tenants in common with the plaintiff in said premises, and each owns, and is seized in fee simple of an undivided one-eighth part thereof.

Plaintiff desires his interest set off to him in severally, and prays that partition may be made of said premises, or, if that cannot be done without manifest injury, that said premises may be appraised and sold and the proceeds ordered distributed among those entitled.

Millar & Hagers Attys for Plaintiff.

State of Missouri
County of Jackson ss.

Ella Boynton, being first duly sworn, says that she is the duly appointed guardian of the plaintiff, who is a minor, and that the facts stated and allegations made in the foregoing petition, are true as she verily believes.

Ella Boynton,

Sworn to before me and subscribed in my presence, this 24th, day of July A. D. 1900

Seal

Frank A. Payne,
Notary Public.

7816
Affidavit

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Affidavit

July, 30th, 1900, the following Affidavit was filed:
Stuart Boynton, by Ella Boynton,
vs. Court of Common Pleas, Union County, Ohio.
Charles H. Boynton, et. al.

State of Ohio,
Union County ss.

Now comes J. F. Millar, one of the Attorneys in the above entitled action, who being first duly sworn, alleges that the defendants named therein cannot be served with summons in this State for the reason that they are non-residents and are absent from the State; and that the said entitled action is one for the partition of real property.

J. F. Millar.

Sworn to before me and subscribed in my presence this 27th day of July, A. D. 1900.

Seal

John H. Crawford, Notary Public.

7816
Legal Notice

Sept. 5th, 1900, the following Legal Notice was filed:-

"Charles H Boynton, who resides at 57 Washington Street, Chicago, Ill., William H. Boynton, who resides at 918 Jefferson Street, Kansas City, Mo. and Oliver Boynton, Ella Boynton, Anna Boynton, Lillian Boynton, and Jane Boynton, who reside at 2723 Park Avenue, Kansas City, Mo. will take notice that on the 30th day of July, 1900, Stuart Boynton, a minor, by his guardian, Ella Boynton, filed his petition in the Common Pleas Court of Union County, Ohio, being case No. 7816, alleging that they are tenants in common, and each own one-eighth of the following described real estate, to-wit:- Situate in the Village of Richwood, in the County of Union, and State of Ohio, and being all of Lot ninety four (94) in the original plat of said village; also a strip of land fifty feet wide by 132 feet in length, extending lengthwise from the East side of North Franklin Street, to the alley East of the same, bounded on the North by the property of Margaret Long, and on the South by the property of Mary Daugstaff, and known as the homestead of Rebecca Woods, now deceased, Said petition prays for partition of said real estate, and will be for hearing on and after September, 10th, A. D. 1900, at which time the above named parties are required to answer, or the facts stated in said petition will be taken as true and a decree rendered accordingly.

Ella Boynton, as Guardian of
Stuart Boynton, by her Attys
Millar & Stagers.

State of Ohio,
Union County ss.

I, George N. Borden, publisher of the "Richwood Gazette", being duly sworn, say that the notice hereto attached was published in the "Gazette" on the second day of Aug. 1900, and continued therein 6 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. N. Borden.

Sworn to and subscribed before me, this 4th day of Sept. 1900, (Printers' Fees: $16.60)

W. H. Stagers, Notary Public.

Seal

7816
Entry

Sept. 10th, 1900, the following Entry was filed:-
Stuart Boynton, by Ella Boynton,
vs.
Charles H Boynton, et. al.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff herein, by his Attorneys, and his petition thereupon coming on to be heard, the Court finds that all the defendants have had due legal notice of the pendency and demand of said petition, and that they are in default for answer and demurrer; and that said petition is thereby confessed by them to be true.

Thereupon the Court finds that the said plaintiff, Stuart Boynton, is seized of, and has a legal right to, an undivided one-eighth part of the real estate described in the petition, and is entitled to have partition made of said premises; and that the defendants, Charles H. Boynton, William H. Boynton, Oliver Boynton, Ella Boynton, Anna Boynton, Lillian Boyton, and Jane Boynton, are tenants in common with plaintiff, and that each owns and is seized in fee simple of an undivided one-eighth part of said premises. And no reason appearing why partition should not be made; it is therefore ordered, adjudged and decreed that partition of said estate be made; and that an order issue to the Sheriff of Union County, commanding him by the oaths of George Smith, John W. Crawford and John Ogan, 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 plaintiff and to each of said defendants the part and portion of said estate to which they are hereinbefore severally found entitled. And of his proceeding herein the said sheriff is ordered to make due return without unnecessary delay.

7816
Writ of Partition

Sept. 10th, 1900 the following Writ of Partition was issued:-
The State of Ohio,
Union County ss. To the Sheriff of said County:-

Pursuant to an order of our said Court of Common Pleas, within and for the said County, at the September Term, A. D. 1900, in a civil action therein pending (for partition), wherein Stewart Boynton, a minor, by Ella Boynton, the plaintiff, and Charles H Boynton et. al., the defendants, you are hereby commanded, that by the oaths of George Smith, John W. Crawford, and John Ogan, 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 Richwood, in the County of Union, and State of Ohio, and being all of Lot No. ninety-four (94) in the original plat of said Village, and also a strip of land fifty feet wide by one hundred and thirty-two feet in length, extending lengthwise from the East side of North Franklin street to the alley East of the same, bounded on the north by the property of Margaret Long, and on the South by the property of Mary Langstaff, and known as the homestead of Rebecca Woods, now deceased," among the persons named herein, and in the following

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Sheriff's Return

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Commissioners' Report.

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proportions, to-wit:- To Stewart Boynton one-eighth part, to Charles H. Boynton, one-eighth part, to William H. Boynton one-eighth part, to Oliver Boynton one-eighth part, to Ella Boynton one-eighth part, to Anna Boynton one-eighth part, to Lillian Boynton one-eighth part, to Jane Boynton one-eighth part; But if the said Commissioners are of opinion that said real estate cannot be divided according to the commond 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 hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 10th day of Sept. A. D. 1900. (seal) Chas Truhorwood, Clerk.

7816 Entry

Sept, 12th, 1900, the following Entry was filed:-

Stewart Boynton, a minor, &c,
vs.
Charles H Boynton, et. al,

Court of Common Pleas of Union County, Ohio.

It being made to appear to the Court that the Sheriff is about to execute the order of partition heretofore made herein, and that John Ogan, one of the Commissioners appointed for the purpose, is absent and cannot be had to act therein, the Court therefor appoints J. M. Flickinger, a disinterested and judicious freholder of the vicinity, to act as commissioner in making said partition in the stead of said John Ogan,

Approved: Charles M Melhorn, Acting Judge of said Court.

7816 Sheriff's Return

Sept, 13th, 1900, the following Sheriff's Return was filed:-

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of George Smith, J. M. Flickinger and J. H. Crawford, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Commissioners' Fees:-

Geo. Smith	$1.00
J. M. Flickinger	$1.00
J. H. Crawford.	$1.00
Total	$3.00

Sheriff's Fees:-

service	$.25
mileage	$2.56
Executing writ	$1.00
Swearing Com.	.25
Report of Com.	.25
Return	.25
Total	$4.56

Given under my hand this 12th day of September A. D. 1900.

J. Ed. Robinson, Sheriff.

7816 Commissioners' Report.

Sept. 13th, 1900, the following Commissioners' Report was filed:-

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, we are of the opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at

(Next Page)

Lot number (94) ninety four at Three Hundred ($300.00) Dollars, and the Homestead of Rebecca Woods, dec'd on Franklin Street, above described at Five Hundred ($500.00) Dollars.

Given under our hands this 12th day of Sept A.D. 1900.

George Smith,
J.M. Flickinger } Commissioners.
J.W. Crawford

7816 Entry

Sept. 15th, 1900, the following Entry was filed:-

Stewart Boynton, a minor, &c.

Vs.

Charles H Boynton, et. al.

Court of Common Pleas, Union County, Ohio.

This cause came on to be heard on the report of the Sheriff and Commissioners of their proceedings under the Writ of Partition, herein, and upon due consideration the Court finds that said proceedings have been in all respects correct and lawful, and the same are approved and confirmed. And it appearing that said real estate cannot be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of the same, towit:- in the sum of Eight Hundred Dollars ($800.00), and that the defendant Ella Boynton has elected to take the same at its said appraised value, the same is upon payment by the said Ella Boynton, of the said sum of Eight Hundred Dollars, hereby adjudged to her; and the Sheriff is ordered thereupon to convey said premises to her 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, assessments, and penalty due on said premises, towit:- the sum of $ 0.

Second- To the Clerk of this Court the costs of the action, including a counsel fee of fifty Dollars to Miller & Hagen, plaintiffs Attorneys, for their services herein, taxed at $8641.

Third:- The remainder of said funds he is ordered to divide equally among the parties to this action, giving each an equal one-eighth part thereof.

Approved:- Charles M Melhorn, acting Judge of said Court.

Attest:
Chas. C. Inchorwood, Clerk.

7831 Petition.

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Pleas continued and held at the Court House in Marysville, within and for the Fruth Judicial Dustrict of the Court of Commone Pleas of the State of Ohio, Urfon the Hon. Charles M. Melhorn, Judge of said Court of the Frrm of September towit:- On October 2nd A.D. 1900.

Be it remembred that heretofore, towit:- On August, 18th, A.D. 1900, Nellie M. Fox, filed in the Clerk's office of said Court the following petition against Ida S. Fox et. al. towit:-

7831
Petition.

Nellie M. Fox,

Vs.

Court of Common Pleas of Union County, Ohio.

Ida S. Fox, Idella E. Ford, Karl B. Ford, (her husband,) Delbert C. Fox, 14 years of age, Clarence I. Fox, 12 years of age, Harley N. Fox, 10 years of age, and Zilla E. Fox, 4 years of age.

The Plaintiff Nellie M. Fox says that on or about the 17th day of August, 1898, Elijah J. Fox, late of Union County Ohio, died intestate; seized of an estate in fee simple in the following described real estate in the County of Union, Ohio, and the Township of Taylor, towit:- "In Surveys 3640 and 3691, brginning at a stone in the center of a County road and at the southwest corner of the cemetery lot, sold by Truston Ford to the Trustees of Taylor Township, thence with the center of said road N 75° 75 west 40.60 poles to a stone in an angle of said road, thence continuous with the center of said road N. 45° W. 38.30 poles to a stone corner to land of H.C. Ford, thence with his line S. 21° W. 35.79 poles to a stake and stone in the south line of Survey 3640 thence with said line N. 78° W. 64.36 poles to the Easterly line of the N.Y. P. & O. R.R, witness, a stake stands N. 78° W. 4 feet. thence with the easterly line of said rail road lands N. 45° 75' East 169.45 poles to the center of Bokes Creek, thence down the creek with the meanderings thereof to the center of the gravel road bridge, thence S. 16° 5' W. 4.60 poles to the N.E. corner of the school house lot, thence with the north line of said lot N. 80° W. 8.60 poles to a stone, thence N. 10° 75' E. 3.33 poles to a stone, thence N. 67° W. 9 poles to a stone, thence S. 16° 75' W. 9.64 poles to the brginning: containing 81.5 acres more or less, excepting from the above decribed premises 15 $\frac{00}{100}$ acres off the South side sold and conveyed to D. Ford about the year 1889. Also another tract described as follows:- In Survey No. 829 in the same State, County and Township, brginning at a stone South east corner to the land owned by G.W. Freeman, and in the center of the Delaware & Bellefontaine gravel road. thence along the center of said road, N. 72° East about 67 poles to the southwest corner of land formerly owned by Hiram Reed, witness a stone with pieces of brick, under it 25 feet thence N. 16½° W. 146 poles to a stone and brick in the east line of said G. W. Freeman's land, thence with said Freeman's East line South 8° 10' W. to the place of brginning, containing 31 acres, excepting what is occupied by the N.Y.P. & O. R.R.

Also the following:- Being town lot No. 26 of the town of Broadway, Union County, Ohio, for further description see town plat of said town.

Also the following- Being part of Lot No. 51 in the town of Broadway Union County, Ohio, for further particulars see town plat.

Also the following - Being Lot No. 25 in the town of Broadway, Union County Ohio, for further particulars see town plat.

The said Elyah J. Fox left Ida L. Fox, his widow, who is entitled to dower in said premises. The said premises descended to the following persons, only heirs and legal representatives of the said Elyah J. Fox, deceased subject to said dower towit:- The plaintiff Nellie M. Fox, a daughter of said Elyah J. Fox, decd, and the following persons children of the said Elyah J. Fox, decd, towit:- Idella E. Ford, wife of Karl B. Ford, Delbert C. Fox, minor 19 years old, Clarence I Fox, minor 17 years old, Harley H. Fox 10 years old, and Zilla E. Fox 4 years old.

The parties above named have the following undivided estate in said premises - subject to the dower interest of said Ida L. Fox, towit:-

Nellie M. Fox, the plaintiff	one undivided sixth in fee.
Idella B. Ford	one undivided sixth in fee.
Delbert C. Fox	one undivided sixth in fee.
Clarence I Fox	one undivided sixth in fee.
Harley H. Fox	one undivided sixth in fee.
Zilla E. Fox	one undivided sixth in fee.

The plaintiff asks that said Idella E. Ford, and Karl B. Ford, her husband, Ida L. Fox, Delbert C. Fox, Clarence I. Fox, Harley H. Fox, and Zilla E. Fox, be made parties defendant to this petition; and the said plaintiff desiring to hold her said interest in severally prays that partition may be made of said premises according to the interest of the parties, and that the dower of the said Ida L. Fox may be assigned in said premises, or if it shall appear that partition cannot without manifest injury be made, then that the same may be sold, or other order taken pursuant to the statute in such case made and provided.

F. F. Arthur, Attorney,

The State of Ohio,
Union County ss.

Nellie M. Fox, the plaintiff, being sworn says that the statements made and allegations contained in the foregoing petition are true as she verily believes.

Nellie M. Fox,

Sworn to before me by Nellie M. Fox, and by her signed in my presence, this 18th day of August, A. D. 1900.

(Seal)

W. A. Willis, Notary Public.

7831 Summons

Aug. 18th, The [illegible] common minor [illegible] years; [illegible] guardian [illegible] Common [illegible] September [illegible] as true [illegible] of this [illegible]

August, [illegible]

The [illegible]

A. M., [illegible] writ [illegible] and [illegible] usual [illegible] Fox, [illegible] for each [illegible] on Aug. [illegible] Sheriff [illegible]

7831 Waiver

Aug. 21 [illegible] Nellie [illegible] Vs. Ida L. [illegible]

of summons appearance taken [illegible] made Aug. [illegible]

7831 Answer

Sept. 4 [illegible] Nellie [illegible] Vs. Ida L. [illegible]

enters [illegible] case filed now [illegible] scribed freely assigned

7831 Precipe

Aug. 18th, 1900, the following Precipe was filed:-

Nellie M. Fox,
Vs.
Ida L. Fox et. al.

Court of Common Pleas, Union, County, Ohio.

Clerk:- Please issue summons for Delbert C. Fox, a minor, aged 19 years, Clarence I Fox, minor age 12, Harley H. Fox, age 10, and Zilla E. Fox, age 4 years, returnable according to law.

F. F. Arthur, Atty.

7831
Summons

Aug. 18th, 1900 the following Summons was issued:-

The State of Ohio, }
Union County ss. }

To the Sheriff of Union County:

You are hereby commanded to notify Delbert C. Fox, a minor, age 14, Clarence I Fox, minor age 12, Harley H. Fox, minor age 10, and Lillah E Fox, minor age 4 years; all of whom live with their mother, Ida L Fox, who is their guardian, that they have been sued by Nellie M. Fox, in the Court of Common Pleas of Union County, and must answer by the 15th day of September, A. D. 1900, or the 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 August A. D. 1900.

Witness my hand and the seal of said Court, this 18th, day of August, A. D. 1900. (Seal) Chas C Faulkenwood, Clerk.

The State of Ohio, }
Union County ss. }

Sheriff's Return.

Received this writ Aug. 21st A. D. 1900 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 Clarence I, Fox, Harley H Fox, and Lillah E. Fox, personally; to Delbert C. Fox by leaving a copy at his usual place of residence on Aug. 22nd 1900, Clarence I Fox, Harley H. Fox, and Lillah E. Fox, being minors under the age of 14 years a copy for each of them was personally handed to Ida L. Fox, their guardian on Aug. 22nd, 1900.

Sheriff's Fees:- service & return, $1.40 mileage $.62, copies $1.05 - Total $4.07.

J. Ed. Robinson, Sheriff.

7831
Waiver

Aug. 21st. 1900, the following Waiver of Service of Summons was filed:-

Nellie M. Fox
Vs.
Ida L. Fox et. al.

Court of Common Pleas, Union County, Ohio.

"We, the undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby voluntarily enter our appearance herein; and consent that partition be made, or such other order taken as may be right and proper under the Statute in such case made and provided.

Aug. 20th, 1900.

Nellie M. Fox, Ida, L. Fox,
Idella E. Ford, H. B. Ford.

7831
Answer

Sept. 4th, 1900, the following Answer was filed:-

Nellie M. Fox
Vs.
Ida L. Fox et. al.

Court of Common Pleas, Union County, Ohio.

And now comes Ida L. Fox, widow, and voluntarily enters her appearance herein; and for answer to the petition in this case filed says:- that she is the widow of the decedent Elijah J. Fox, now deceased, and as such is entitled to dower in the premises described in said petition, and that her age is 43 years; that she freely consents to partition or sale as prayed for, and waives the assignment of dower in said premises by metes and bounds, or

in rents and profits, and asks the Court that said premises may be sold free from her dower estate therein; and that the value of such dower estate may be allowed and paid her in money out of the proceeds of sale, as the Court may deem reasonable. Ida. S. Fox.

The State of Ohio, }
Union County ss. } Ida S. Fox, one of the above defendants, and widow being duly sworn, says the facts and allegations in her foregoing answer are true as she verily believes. Ida S. Fox,

Sworn to before me and signed by Ida S. Fox, in my presence, this 31st day of Aug. 1900. (Seal) H. H. Willis,
Notary Public.

7831 Entry

Sept. 20th, 1900, the following Entry was filed:-

Nellie M. Fox.
Vs.
Ida S. Fox

Court of Common Pleas, Union County, Ohio.

This cause came on to be heard upon the petition of Nellie M. Fox, the answer of Ida S. Fox, widow and the exhibit; on consideration whereof, and it appearing to the satisfaction of the Court that all the parties have had due notice of the pendency and demand of the said petition, as required by law, and that the petitioner has a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made, it is ordered that by the oaths of P. J. Byrth, George Moon, and J. C. Kennedy, three judicious, disinterested free holders of the vicinity, one full and equal third part of the lands in said petition described be assigned and set off to the said Ida S. Fox as her dower estate; and that by the like oaths of the same persons, partition be made of said lands, subject to said dower estate; in the following proportions towit:- To Nellie M. Fox, one equal sixth part, To Idella B. Ford, wife of Karl B. Ford, Delbert C. Fox, Clarence I. Fox, Harley H. Fox, and Gillah E. Fox, one equal sixth part, each, if the same can be done without manifest injury to the premises, and if in their opinion the dower cannot be assigned and a division so made without manifest injury to the premises, then and in that case that they return the true value of said premises in money to this Court, without assignment of dower, and it is further ordered that a survey be made of any or all of the premises in the petition mentioned, and the exact quantity of land ascertained, and that a writ of partition issue to the Sheriff of this County commanding him to cause said dower to be assigned and said partition to be made in accordance with this writ.

7831 Writ of Partition and Dower

Sept. 22nd, 1900 the following Writ of Partition and Dower was issued:-

The State of Ohio, }
Union County ss. } To the Sheriff of said County;-

Pursuant to an order of our said Court of Common Pleas, within and for the said County, at the September Term, A. D. 1900, in a civil action therein pending

(for partition) wherein Nellie M. Fox, the plaintiff and Ida L. Fox et al. the defendants, you are hereby commanded, that by the oaths of P. J. Wyeth, George W. Moon, and J. C. 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 as Commissioners for such purpose, you cause to be set off and assigned to Ida L. Fox, widow of E. J. Fox, late of said County, deceased one full equal third part of the following described real estate, 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 Taylor Tp. Union Co. Ohio, to-wit:-

Ins survey 3690 and 3691; Brginning at a stone in the center of a county road and at the southwest corner of the cemetery lot sold by Preston Ford to the Trustees of Taylor Township, thence with the center of said road N. 75° 75' West 40.60 poles to a stone in an angle of said road, thence continuing with the center of said road N. 45° W. 38.30 poles to a stone corner to lands of H. C. Ford, thence with his line S. 21° W. 38.79 poles A. a stake and stone in the South line of Survey 3690, thence with said line N. 78° W. 64.36 poles to the easterly line of the N. Y. P. & O. R.R. witness a stake stands N. 78° W. 4 feet. thence with the easterly line of said railroad land N. 45° 75' East 169.45 poles to the center of Bokes Creek, thence down the creek with the meanderings thereof to the center of the gravel road bridge, thence S. 16° 5' W. 4.60 poles to the N.E. corner of the school house lot, thence with north line of said lot, N. 80° W. 8.60 poles to a stone, thence N. 10° 75' E. 3.33 poles to a stone, thence N. 67° W. 9 poles to a stone, thence S. 16° 75' W. 9.64 poles to the brginning, containing 81.5 acres more or less, excepting from the above described premises, 15.9 acres off the south side sold and conveyed to D. Ford about the year 1889. Also another tract described as follows:-

Corrected Description.

Situate in Taylor Township, Union County, Ohio, and part of Survey No. 829. bounded and described as follows:- Brginning at a stone in the center of the Delaware and Bellefontaine Gravel Road at the southeast corner of Ida L. Fox's land, thence with the center of said Road N. 75° 45' East 66.60 poles to the corner of R. H. Willis' land, (witness a stone and brick N. 13° W. 25 feet) Thence with the West line of said Willis' land and crossing the N. Y. P. & O. R.R. lands, and with the west line of E. A. Johnson's land, N. 13° W. 147.08 poles to a stone in the east line of Ida L. Fox's land, thence with the east line of said land, and crossing said rail road, and continuing with said Fox's land S. 11° W. 162.60 poles to the brginning, Containing 30.60 Acres, excepting the amount occupied by the N. Y. P. & O. R.R. Co. leaving 30.16 Acres, more or less.

Also the following:- Being town lot No. 26. of the town of Broadway, Union County, Ohio, for further description see town plat of said town.

Also the following:- Being part of lot No. 31 in the town of Broadway, Union County, Ohio, for further particulars see town plat.

Also the following:- Being lot No. 25 in the town of Broadway, Union County, Ohio, for further particulars see town plat; among the persons named herein and in the following proportions, to-wit, and subject to said dower estate:-

To Nellie M. Fox -- one equal sixth part.

To Idella B. Ford, wife of Karl B. Ford, one equal sixth part.

To Delbert C. Fox, one equal sixth part.
To Clarence I Fox, one equal sixth part.
To Harley H. Fox, one equal sixth part.
To Gilla E. Fox, one equal sixth 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, free from the dower of the said Ida I. Fox, and that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith.

Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 22nd day of Sept. A.D. 1900.

seal

Chas. Richardwood, Clerk.

7831 Entry

Oct. 2nd
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7831 Sheriff's Return.

Sept. 27th, 1900, the Writ of Partition and Dower returned and filed endorsed as follows:-

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of P. J. Wyeth, George W. Moore, and J. C. Kennedy causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Sheriff's Fees:-		Surveyor's Fees:-		Commissioners Fees:-	
Service	$.50	P. J. Wyeth chain-carrier,	$1.00	P. J. Wyeth	$1.00
Mileage 1.44		Geo. W. Moore " "	1.00	Geo. W. Moore	$1.00
Executing Writ	1.00	J. C. Kennedy surveyor	3.00	J. C. Kennedy	$1.00
Swearing Com.	.25	A. V. Mowry Ex-records,	1.00	Total	$3.00
Report. Com.	.25	same for description	1.00		
Return	.25	Total	$7.00		
Total	$3.44				

7801 Report.

Commissioners' Report.

According to the demand of the writ of Partition and Dower in this case, issued and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the separate tracts free from the said Dower estate at:-

1st - 65 60	acre tract @ $32.00	per acre	total -- 2099.20
2nd - 31	acre tract by resurvey 30 16 Acres @ $34.00	"	1025.44
3rd - Lot No. 26 in Broadway		"	30.00.
4th - Part of Lot No. 51 in Broadway		"	40.00
5th - Lot No. 25 in Broadway		"	25.00

Given under our hands this 25th day of Sept. A.D. 1900.

P. J. Wyeth,
Geo. W. Moore,
J. C. Kennedy. } Commissioners.

7831
Entry

Oct. 2nd, 1900 the following Entry was filed:-

Nellie M. Fox.
vs.
Ida S. Fox, et. al.

Court of Common Pleas, Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners, heretofore appointed herein, and on the motion to confirm the same, And it appearing from said reports that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate free from the Dower of the said Ida S. Fox, at $3219 64/100.

The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefor approve and confirm the same, And it appearing to the Court that the said Ida S. Fox has elected to take the said parcels of said premises numbered, one (1), two (2), three (3), and five (5) at their appraised value, and that said Idella E. Ford, has elected to take the said parcel of said premises numbered four (4) at it appraised value, and no one objecting thereto, it is ordered by the Court, on good cause shown, that the proportion thereof due to the other parties be paid in cash, and that upon said Ida S. Fox, and Idella E. Ford, paying the same, amounting in all to the sum of $3219 64/100 the said estate be and it hereby is, adjudged to them, and the Sheriff is ordered thereupon to make and execute to them conveyances therefor.

And the Court coming now to the distribution of the proceeds of said estate, it it ordered that the Sheriff upon receiving the same, as above, pay:-

First:- to the Treasurer of Union County, $37 36/100, being the taxes and penalty due on said premises,

Secondly:- To the Clerk of this Court the costs of this action, including counsel fee, the sum of $119 87/100,

Thirdly:- To the Widow, Ida S. Fox, the sum of $714 64/100, to the plaintiff Nellie M. Fox, $391 29/100, to the defendant, Idella E. Ford $391 29/100, to Delbert C. Fox, $391 29/100, To Clarence S. Fox, $391 30/100, To Harley H. Fox $391 30/100, and to Lilla E. Fox $391 30/100, in full of their respective rights herein.

Attest: Chas. C. Funhorwood, Clerk.

Pleas continued and held at the Court House, in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles W. Melhorn, Judge of said Court, of the Term of September, to-wit:- On Sept. 11th, A.D. 1900.
Be it remembered that heretofore to-wit: On June 22nd, A.D. 1900, Jessie F. Sowr filed in the Clerk's office of said Court, the following petition against Alexander Y. Sowr, to-wit:-

7802
Petition

Jessie F. Sowr,
vs. Court of Common Pleas, Union County, Ohio.
Alexander Y. Sowr.

Plaintiff has been a resident of the State of Ohio, for the year last past, and has a bona fide residence in the County of Union,
On or about the 9th day of October, 1893, she was married to the defendant, Defendant for more than three years last past has failed and willfully neglected to provide plaintiff with the common necessaries of life, so that plaintiff has been compelled to live upon the charity of friends, and her own exertions, because of his idleness, profligacy, and dissipation,
Defendant has been guilty of habitual drunkenness for more than three years last past; wherefor plaintiff prays that she may be divorced from defendant, and may be restored to her maiden name and for such other relief as is proper.

Jessie F. Sowr, Plaintiff.
J. B. Cole, Atty for Plaintiff.

7802
Affidavit

June 23rd, 1900 the following Affidavit was filed:-
Jessie F. Sowr
vs
Alexander Y. Sowr,
Court of Common Pleas, Union County, Ohio.

State of Ohio, Union County ss.

Jessie F. Sowr, plaintiff, being duly sworn, says that the residence of the defendant, Alexander Y. Sowr, is unknown, and cannot with reasonable diligence be ascertained

Jessie F. Sowr,

Sworn to and subscribed before me this 23rd day of June, 1900.
Seal
F. A. Thompson, Notary Public.

7802
Legal Notice

Sept. 11th, 1900 the following Legal Notice was filed:-
Alexander Y. Sowr, residence unknown, will take notice that on the 23rd day of June, 1900, Jessie F. Sowr filed her petition in the Court of Common Pleas, Union County, Ohio, being cause No. 7802, praying a divorce from the said Alexander Y. Sowr, on the grounds of gross neglect of duty and habitual intemperance, and that said cause will be for hearing on and after August 9th, 1900. — Jessie F. Sowr. —

State of Ohio, Union County ss.

I, W. H. Collett, publisher of the Union County Republican being duly sworn, say that the notice hereto attached was published in the Republican, on the 27th day of June, 1900, and continued therein six consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Wm. H. Collett,
Sworn to and subscribed before me, this 11th, day of September, 1900.
Chas. C. Pinkerwood, Clerk of Courts.

7802
Judgment.

Sept. 11th
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7802
Judgment.

Sept. 11th, 1900, the following Entry was filed:-

Jessie F. Sowr.
Vs.
Alexander G. Sowr,

Court of Common Pleas, Union County, Ohio.

Now came the plaintiff herein, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true and find from the evidence that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties herein were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty, and for 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 Jessie F. Sowr and Alexander G. Sowr, be and the same, hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered the petitioner be and she hereby is restored to her maiden name of Jessie F. Cole,

It is further considered by the Court, that the plaintiff recover of said defendant, her costs herein expended, and execution is awarded.

Attest:-
Chas. Dunlavywood,
Clerk.

Pleas continued and held at the Court House, in Marysville, within and for the tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court, of the Term of September, towit:- On, Oct. 2nd, 1900 A.D. Be it remembered that heretofore, towit:- On, Aug. 16th, 1900 A.D. Oscar Lucas filed in the Clerk's office of said Court the following petition against Myrtie Lucas, to-wit:-

7829 Petition

Oscar Lucas
Vs. Court of Common Pleas, Union County, Ohio.
Myrtie Lucas

Now comes the plaintiff and for his cause of action says: that he is a bona fide resident of Union County, and has been a resident of the State of Ohio, for more than a year last past. That on the — day of April, 1894, he was lawfully married to the defendant, Myrtie Lucas, in the city of Columbus, Ohio, There has been no children born of said marriage, That ever since the date of said marriage the plaintiff has conducted himself toward the defendant as a husband should. That the defendant has been guilty of willful absence from the plaintiff for more than three years last past, in this, that on or about the first day of March, 1895, the defendant left the plaintiff and the home he had provided for her, and has ever since failed to return to the plaintiff, though he was ready and willing to furnish her a home.

Therefore the plaintiff prays that the said marriage contract be set aside, and he be granted a divorce from the said defendant.

Cameron & Cameron, Attys for Plaintiff.

State of Ohio, Union County ss.

Oscar Lucas, being first duly sworn, says the facts stated and allegations made in the foregoing petition are true as he verily believes.

Oscar Lucas.

Sworn to before me, and signed in my presence, this 14th, day of August, 1900. (Seal) Richard L. Cameron, Notary Public.

7829 Precipe

Aug. 16th, 1900, the following Precipe was filed:-

To the Clerk:-

Issue summons on the above petition for the defendant who resides at 243 E. St. Clair Ave. Columbus, Ohio, directed to the Sheriff of Franklin County, and endorsed in Action for Divorce.

Cameron & Cameron Attys for Plaintiff.

7829 Summons

Aug. 16
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7829 Return

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7829 Judgment.

Oct. 2
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7829
Summons

Aug. 16th, 1900 the following Summons was issued:-
The State of Ohio, Union County ss.

To the Sheriff of Franklin County:-

You are commanded to notify Myrtie Lucas, that Oscar Lucas has filed in the Clerks office of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on her) charging her with willful absence, and asking that he be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 27th day of August, A. D. 1900.

Witness my hand and the seal of said Court at Marysville, O. this 16th, day of August, A. D. 1900. (seal) Chas Funkenwood, Clerk.

7829
Return

Aug. 27th, 1900, Summons returned and filed endorsed as follows:-
State of Ohio, Franklin County ss.

Received 7 o'clock, A. M. on the 16th, day of Aug. A. D. 1900, and on the 20th day of Aug. A. D. 1900, I served the same upon the defendant, Myrtie Lucas, by personally handing to her, a true copy thereof together with a certified copy of the petition in this case.

Sheriffs Fees:- service $.50, copy $.20, mileage $.80 docket $.16, return $.25 postage $.04 total $1.95

Chas A Pearce, Sheriff.
By Everett Spurlock, Deputy.

7829
Judgment.

Oct. 2nd, 1900, the following Entry was filed:-

Oscar Lucas
Vs. Court of Common Pleas, Union County, Ohio.
Myrtie Lucas.

This day this cause came on to be heard on the petition of plaintiff and the evidence, the defendant being in default for answer. The Court being fully advised in the premises finds, that the plaintiff at the time of filing his petition had been a resident of the State of Ohio, for more than a year last past, and was at that time a bona fida resident of the County of Union, and that the parties hereto were married as in the petition set forth.

The Court further finds from the evidence adduced that the defendant has been guilty of willful absence from this plaintiff for more than three years prior to the filing of his petition herein, and that by reason thereof the plaintiff is entitled for divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Oscar Lucas, and Myrtie Lucas, be and the same is hereby dissolved and both parties released from the obligations of the same.

Attest:
Chas Funkenwood, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the Term of September, towit:- On Sept. 27th, A.D. 1900.

Be it remembered that heretofor towit:- On Sept. 27th, A.D. 1900, The Richwood Deposit Bank filed in the Clerk's office of said Court the following petition against D.J. Davis et.al. towit:-

7842 Petition

The Richwood Deposit Bank,

Vs.

Court of Common Pleas, Union County, Ohio.

D.J. Davis, D.S. Davis, J.F. Dillon,
G.W. Harris, C.G. Morrow, J.W. Monror & J.W. Cahill.

The Richwood Deposit Bank, the above named plaintiffs say that there is due to them from D.J. Davis, D.S. Davis, J.F. Dillon, G.W. Harris, C.G. Morrow, J.W. Monror, and J.W. Cahill, defendants, on a promissory note made by the defendants, D.J. Davis, D.S. Davis, J.F. Dillon, G.W. Harris, C.G. Morrow, J.W. Monror, and J.W. Cahill, dated the 9th day of January, 1897, which note with the warrant of attorney thereto annexed, is hereto attached, the sum of One Hundred Eighty-eight and 75/100 Dollars, with interest thereon at 8% per annum payable annually, from the ninth day of July A.D. 1897. The plaintiffs further say that they are the legal owner and holder, of said note, that the same is due and unpaid, and that they are a partnership duly organized to do business under the laws of the State of Ohio.

Whereupon, the plaintiffs ask judgment against said defendants for the sum of One Hundred and Eighty Eight Dollars and 75 cents, with interest at 8% per annum payable annually from the 9th day of July A.D. 1897.

Millar & Hagers, Attys for Plaintiffs.

The State of Ohio,
Union County ss.

James F. Woods, agent for the above named Plaintiffs being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that the said Plaintiff is a partnership, and that he is the duly authorized agent of said partnership.

James F. Woods.

Subscribed by said James F. Woods, in my presence, and sworn to by him before me this 26th day of September, A.D. 1900.

Seal

W.H. Hagers, Notary Public.

7842 Answer

Sept. 27th, 1900, the following Answer was filed:-

The Richwood Deposit Bank.

Vs.

Court of Common Pleas, Union County, Ohio.

D.J. Davis, D.S. Davis, J.F. Dillon,
G.W. Harris, C.G. Morrow, J.W. Monror & J.W. Cahill,

And now come, D.J. Davis, D.S. Davis J.F. Dillon, G.W. Harris, C.G. Morrow, J.W. Monror, & J.W. Cahill, the above defendants, by the undersigned, James E. Robinson, Attorney, and waive the issuing and service of summons, in this case, and consent that judgment be entered herein in favor of the above named Plaintiffs, the holder of the note described in Plaintiffs petition and against the above named defendants for the sum of Two Hundred Forty-one Dollars and Fifty-eight cents.

the amount appearing due for principal and interest, on said note, and also consent that 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.

Sept. 27th, 1900. James E. Robinson, Atty for Defendants.

7842 Entry

Sept. 27th, 1900 the following Entry was filed:-

The Richwood Deposit Bank.

Vs.

Court of Common Pleas, Union County, Ohio.

T. J. Davis, D. S. Davis, J. F. Dillon,
G. W. Harris, C. G. Morrow, J. N. Monroe and J. W. Schell.

This day came the Plaintiff by Millar & Wagers, Attorneys, and thereupon came James E. Robinson, 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, confesses that there is due from said Defendants to said Plaintiff as alleged in said Plaintiff's petition the sum of $241.55. It is therefore considered, that said Plaintiff do recover of said Defendants, the said sum of $241.55 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said Warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in Error are waived

Attest. Chas. E. Dutlorwood, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn Judge of said Court of the Term of September, to wit:- On Oct. 29th, 1900.

Be it remembered that heretofore, to wit: On Sept. 18th, 1900. H. H. Hauer filed in the office of the Clerk of said Court, the following petition against A. E. Mitchell et. al. to wit:—

7839
Petition.

H. H. Hauer
Vs.
A. E. Mitchell & E. Mitchell.

Court of Common Pleas, Union County, Ohio.

The said H. H. Hauer, Plaintiff complains of the said A. E. Mitchell and E. Mitchell, Defendants, for that the said Defendants on the 11th day of December, A. D. 1899, at Plain City, Ohio, for value received, made one 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:-

"(105^{00}) Plain City, Ohio, December, 11th, 1899.

On or before the 11th day of April, 1900, for value received, I promise to pay to H. H. Hauer, or order, at Plain City, Ohio, One Hundred and Five and $^{00}/_{100}$ Dollars, with interest at six per cent. per annum from date until due, and interest at eight per cent per annum after maturity until paid, any interest if not paid when due shall bear interest at same rate as principal.

Post Office, Unionville Center,
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(Signed) A. E. Mitchell,
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E. Mitchell".

and then and there delivered the same to the said Plaintiff, and thereby promised to pay to said Plaintiff, or order, On or before the 11th day of April, 1900, the sum of One Hundred and Five and $^{00}/_{100}$ Dollars with interest thereon at the rate of six per centum per annum, which period has since elapsed, yet the said Defendant has not paid said sum of money, nor any part thereof, except as above stated, to the said Plaintiff although requested so to do. And the said Plaintiff further says that the full amount of One Hundred and Five and $^{00}/_{100}$ Dollars, with interest as aforesaid is now due thereon, and wholly unpaid; that he has never parted with the ownership of said promissory note, and that he is still the legal owner and holder thereof. Wherefore said Plaintiff prays judgment against said defendants, for said sum of One Hundred and Five and $^{00}/_{100}$ Dollars, together with interest thereon at the rate of 6 per cent. from the 11th day of December, A. D. 1899. and 8% after maturity.

D. E. Thornton, Atty. for Plaintiff.

The State of Ohio, Madison County ss,

H. H. Hauer, being duly sworn says that he is the 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

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Precipe

Sept. 18
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Summons

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he believes the statements contained in the foregoing Petition are true in substance and in fact. D. H. Hauer.
Sworn to by said D. H. Hauer before me, and by him subscribed in my presence, this 17th day of Sept. A. D. 1900.
Seal E. M. Dubigar, Notary Public.

7839 Precipe. Sept. 18th, 1900 the following Precipe was filed:
H. H. Hauer
Vs. Court of Common Pleas, Union County, Ohio.
A. E. Mitchell & E. Mitchell. To the Clerk of said Court:-
Issue summons against said defendant directed to the Sheriff of said County, returnable according to law for A. E. Mitchell, and to Sheriff of Hardin County, O. for E. Mitchell. Action for Money Only, Amount claimed $105.04 with interest thereon from the 11th day of December, 1899. D. E. Thornton, Atty for Plaintiff.

7839 Summons. Sept. 18th, 1900 the following summons was issued:
The State of Ohio, Union County ss.
To the Sheriff of Union County;
You are hereby commanded to notify A. E. Mitchell that he has been sued by H. H. Hauer, in the Court of Common Pleas, of Union County, and must answer by the 20th day of October, A. D. 1900, or the 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 Oct. A. D. 1900. Witness my hand and the seal of said Court, this 18th day of Sept. A. D. 1900. Seal Chas Pulhorwood, Clerk.
By Minnie Pulhorwood, Deputy.

7839 Return. Sept. 20th, 1900, Summons returned and filed:-
The State of Ohio, Union County, ss.
Received this writ Sept. 19th, A. D. 1900, 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 A. E. Mitchell by leaving the same at his usual place of residence on Sept. 19th, 1900. Sheriff's Fees:- Service and return .50, mileage .1.44, copy .15 Total 2.09.
J. Ed. Robinson, Sheriff.

7839 Summons. Sept. 20th, 1900, the following summons was issued:-
The State of Ohio, Union County ss.
To the Sheriff of Hardin County:-
You are hereby commanded to notify E. Mitchell that he has been sued by H. H. Hauer, in the Court of Common Pleas of Union County, and must answer by the 20th day of October, A. D. 1900, or the petition of said Plaintiff will be taken as true and judgment rendered accordingly.
You will make due return of this summons on the 1st day of Oct. A. D. 1900. Witness my hand and the seal of said Court this 20th day of September, A. D. 1900. Seal Chas Pulhorwood, Clerk.

7839
Return

Sept. 29th, 1900, summons returned and filed:-
The State of Ohio, Hardin County, ss.
Received this writ Sept. 21st A.D. 1900 at 9:20 o'clock A.M. and served same by delivering personally to E. Mitchell a true and certified copy of this writ with all of the indorsements thereon on Sept. 28th, 1900, this writ returned Sept. 28th, 1900.
Sheriff's Fees:- service and return $.50 mileage $2.04 copy $.25- Total $2.79
C. J. Griffith, Sheriff.

7839
Judgment

Oct. 29th, 1900, the following Entry was filed:-
W. H. Huner
Vs. Court of Common Pleas, Union County, Ohio.
A. E. Mitchell & E. Mitchell

Now comes the plaintiff by his Attorney, and the defendants bring in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that he is in default to the plaintiff in the sum of One Hundred and Eleven and 56/100 Dollars, ($111.56).
It is therefor considered by the Court that the said Plaintiff W. H. Huner recover from the defendants A. E. Mitchell and E. Mitchell the said sum of One Hundred and Eleven and 56/100 ($111.56) Dollars, and costs herein expended.
D. E. Thornton, Atty for Plaintiff.

Attest:- Chas Pinkerwood, Clerk

7809
Petition.

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Pleas continued and held at the Court House in Marysville, within and for the Duth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Mellion, Judge of said Court of the Term of September, towit: On Sept. 10th, A. D. 1900.

Be it remembered that heretofor, towit:- On July 9th, 1900, William McDermott filed in the Clerk's office of said Court the following petition against Rachel Carter et. al, towit:-

7809
Petition.

William R. McDermott, Plaintiff,

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

Rachel Carter, widow of Charles Carter, decd, Mary A. Bruerd, and Edward Bruerd her husband, Edna Drover, and Alpha Drover, her husband, Blanche Carter, 12 years of age, said Edna Drover and Blanche Carter, are grandchildren of said Rachel Carter, and her deceased husband Charles Carter; Della Carter, widow of John Carter decd, Harriett Jenkins and Jesse Jenkins her husband, Rena Stalder and Seneca Stalder, her husband, Charlotte Walker, and Isaac Walker, her husband, who live in the State of Kansas, Eliza Dillon and Hamilton Dillon her husband who live in the State of Kansas, Oliver Carter, who lives at Ft. Scott in the State of Kansas, Carl Blake and Ross Blake, children of Melissa Blake decd, whose place of residence is unknown, and the unknown heirs of Polly Page, decd, - Defendants.

Plaintiff is the owner in fee simple, and in the possession of the following Real Estate, - Situate in the County of Union, in the State of Ohio, and in the Township of Liberty and bounded and described as follows:- Part of Virginia Military Survey Nos, 6563 and 6776, beginning at a stone witnessed by three beeches, Northeast corner to said survey Nos. 6563 and 6776; thence with the East line of said survey S. 12° W. 141 poles to a stone in the center of the Stewart Road, Thence with the center of said road, N. 78° 30' W. 71,80 poles to a stone in the east line of Simon Hall's land; Thence with said line N. 11° 54' E. 141,40 poles to a stone a corner of said land in the North line of said survey Nos. 6563 and 6776; thence with said line S. 78° 6' E. 72 poles to the beginning; containing 63 $\frac{20}{100}$ acres more or less; deed Record No. 74, Page 579.

Defendants claim an interest therein adverse to Plaintiffs rights.

One Lewis Carter, brother of said John and Charles Carter, deceased, and an unmarried man died childless, leaving a portion of the Real Estate in the petition described, which descended to his brothers and sisters, as next of kin, a sister of said Lewis, by name, Hulda Carter, died childless in the Union County Infirmary prior to the death of said Lewis, The said Charles Carter now deceased, purchased during his life time the interests of all his brothers and sisters living, except the interest of his said brother, John, decd. The said brothers John and Charles, both now deceased, during their life time made some exchange with a small portion of the Real Estate described, and the balance of said Real Estate described belonged to the decedent, Charles Carter, Rachel Carter, named as one of the defendants in this case, administered under the will upon the estate of her deceased husband, and found

it necessary to sell lands to pay the debts of said estate, and by due
process of law, in the Probate Court of Union County, Ohio, sold the
premises in the petition described to this Plaintiff. The plaintiff now
brings this action to quiet his title, and he asks that the defendants
may be compelled to disclose their intent if any they have in the
Real Estate described in the petition, Plaintiff prays that said claim
or claims of the defendants if any they have may be adjudged null
and void, and plaintiffs title quieted against the same and for
such other relief as is proper. T. F. Arthur, Atty for Plaintiff.

The State of Ohio, Wayne County ss:-

William R. McDermott, the plaintiff
in the foregoing action, being duly sworn says the facts and allegations
in his foregoing petition are true as he verily believes.

William R. McDermott,

Sworn to before me and signed in my presence by William
R. McDermott, this 18th, day of June, 1900.

Seal

Price Rummell, Notary Public.

7809 Affidavit

July 9th, 1900, the following Affidavit was filed:-

William R. McDermott, Plaintiff.
vs.
Rachel Carter et. al. Defendants.
Court of Common Pleas, Union County, Ohio.

William R. McDermott, Plaintiff, being first
duly sworn, says that service of summons cannot be made in this
State, on the defendants; Oliver Carter, who lives at Ft. Scott in the
State of Kansas, Charlotte Walker and Isaac Walker, her husband,
Eliza Dillon and Hamilton Dillon, her husband, Post Office address
unknown to Plaintiff, but who live in the State of Kansas, Carl
Blake and Ross Blake, whose place of residence is unknown to
Plaintiff, and the unknown heirs of Polly Page, deceased, and that
this cause is one of those mentioned in section five thousand
and forty-eight (5048) of the Revised Statutes of Ohio.

William R. McDermott.

The State of Ohio, Wayne County ss.

William R. McDermott, the Plaintiff
says that the facts stated, and allegations made in his foregoing
affidavit are true as he believes, and that he makes this affidavit
for the purpose of obtaining service on all above named defendants
by publication,

William R. McDermott.

Sworn to before me and subscribed in my
presence this 18th day of June, 1900.

Seal

Price Rummell, Notary Public.

7809 Summons

July, 9th, 1900, the following Summons was issued:-

The State of Ohio, Union County ss.

To the Sheriff of Union County:-

You are hereby
commanded to notify Rachel Carter, Mary A. Bruerd, Edward Breward
(Husband), Edna Dever, Alpha Dever, (Husband), Blanche Carter, a

7809 Return.

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minor 12 years of age, Harriet Jenkins, Jesse Jenkins (Husband), Rena Stalder Seneca Stalder (Husband) and Della Carter, that they have been sued by William R. McDermott, in the Court of Common Pleas of Union County, and must answer by the 11th day of August A. D. 1900, or the petition of said Plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 23rd day of July A. D. 1900. Witness my hand and the seal of said Court this 9th day of July, A. D. 1900.

Seal

J. N. Gosnell, Clerk.

7809 Returns. July 20th, 1900. Summons returned and filed:-
The State of Ohio, Union County ss.

Received this writ July, 10th, A. D. 1900, 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 Rachel Carter, Mary A. Broward, Blanche Carter, a minor 12 years of age, Harriet Jenkins, Rena Stalder, and Seneca Stalder, personally, to Edward Breward, Edna Dever, Alpha Dever and Jessie Jenkins, by leaving copies at their usual place of residence, on July 12th, 1900. Blanche Carter, being a minor under 14 years of age and having no guardian, a copy was personally handed Rachel Carter under whose care and guidance, she now is, on July 12th, 1900. After diligent search and inquiry Della Carter was not to be found within my bailwick.

Sheriffs Fees:- service and return $2.00 mileage $.56, copies $.80 Total $3.36

J. Ed. Robinson, Sheriff.

7809 Waiver. July 21st, 1900 the following "Waiver of Service of Summons" was filed:-
William R. McDermott.
vs.
Rachel Carter et. al.
Court of Common Pleas, Union County, Ohio.

We, the, undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby voluntarily enter our appearance herein.

July 21st, 1900.

Della Carter.

7809 Legal Notice. Sept. 10th, 1900. the following Legal Notice was filed:-
William R. McDermott - Plaintiff.
vs.
Rachel Carter et. al. Defendants.
F. F. Arthur, Attorney.

Oliver Carter, residing in Ft. Scott, in the State of Kansas, Charlotte Walker and Isaac Walker, her husband, Elija Dillon and Hamilton Dillon, her husband, all of whom live in the State of Kansas, and whose Post Office address is unknown, Carl Blake and Ross Blake, whose place of residence is unknown, and the unknown heirs of Polly Page deceased, will take notice that on the 9th day of July, 1900, William R. McDermott filed his petition in the Common Pleas Court of Union County, Ohio, in case No. —, against the above named parties and others praying for the quiet of title of the following premises:-

Situate in the County of Union, in the State of Ohio, in the Township of Liberty, and bounded and described as follows:-
"Part of Virginia Military Survey Nos. 6563 and 6776, beginning at a stone, witnessed by three beeches, northeast corner of survey Nos. 6563 and 6776, thence with the east line of said survey S. 12° W. 141 poles, to a stone in the center of the Stewart Road, thence with the center of said road N. 78° 30' W. 71.80 poles to a stone in the east line of Simon Hall's land, thence with said line N. 11° 54' E. 141.40 poles to a stone, a corner of said land in the north line of said survey Nos. 6563 and 6776, thence with said line S. 78° 6' E. 72 poles to the beginning; containing 63 25/100 acres more or less.

Said parties are required to answer on or before the 25th day of August, 1900, or judgment will be taken against them.

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, July 11th, 1900.

H. O. Shearer.

Sworn to and subscribed before me this 10th day of Sept. 1900. Printers Fees- $17.00

Seal

Chas Funhorwood, Clerk.

7809 Entry

Sept. 10th, 1900, the following Entry was filed:-

William R. McDermott.

Vs.

Rachel Carter et. al.

Now comes the Plaintiff by his attorney, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true. The Court further find that at the time of bringing this action, the said Plaintiff was in possession of the Real Property, described in the petition, and that he had the legal estate in, and was entitled to the possession of the same; that neither of 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 & 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 & possession of the said William R. McDermott, to all and singular the premises in the petition described, to wit:- "Situate in the County of Union, in the State of Ohio, in the Township of Liberty, and bounded and described as follows:- Part of Virginia Military Survey Nos. 6563 and 6776, beginning at a stone, witnessed by three beeches, northeast corner of survey Nos. 6563 and 6776, thence with the East line of said survey S. 12° W. 141 poles, to a stone in the center of the Stewart Road, thence with the center of said road N. 78° 30 W. 71.80 poles to a stone in the East line of Simon Hall's land, thence with said line N. 11° 54' E. 141.40 poles to a stone, a corner of said land in the north line of said survey's Nos. 6563 & 6776, thence with said line S. 78° 6' E. 72 poles to the beginning; containing 63 25/100 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 William R. McDermott, his heirs or assigns thereto, and that the Defendant, Rachel Carter pay the costs in ten days and in default of payment, of costs that execution issue therefor.

Attest: Chas Funhorwood, Clerk.

7828 Petition.

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7828 Precipe

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Pleas continued and held at the Court House in Marysville, within and for the Duth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the Term of September, towit: On Sept. 15th, A. D. 1900.
Be it remembered that heretofore, towit:- On Aug. 11th, A.D. 1900, Morris H. Hill filed in the office of the Clerk of said Court, the following petition against Bessie S. Drop, et. al, towit:-

7828 Petition.

Morris H. Hill

Vs. Court of Common Pleas, Union County Ohio,

Bessie S. Drop, Mina B. Drop, and Celia S. Drop, minors, and Cordelia Drop, as their guardian.

The defendants, Bessie S. Drop, Mina B. Drop and Celia S. Drop, are minors aged respectively, seventeen, fifteen, and fourteen years, and the defendant, Cordelia Drop, is their guardian, duly appointed by the Probate Court of Delaware County, Ohio,

The plaintiff has a legal right to and is seized in fee simple of the undivided fourth part, and the defendants, Bessie S. Drop, Mina B. Drop, and Celia S. Drop, are tenants in common with him, and each owns and is seized of an undivided one-fourth part of the following described real estate;- Situated in the town of Richwood, County of Union, and State of Ohio, and being a strip of land fifty feet in width, running east and west off of the north side of Out Lot No. 4 in said Town. Said premises having fifty feet front on a street and extending west the full length of said Out Lot No. 4 being about 132 feet. There is an alley on the north side and on the East side of said premises. Plaintiff desires his interest set off to him in severally, and prays that partition may be made of said land, or, if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

Millar & Hagers, Attys for Plaintiff.

State of Ohio, Union County ss.

Now comes, Morris H. Hill, who being first duly sworn, makes oath, and says that he is the plaintiff in the foregoing petition, and that the facts stated and allegations made therein are, as he verily believes, true.

Morris H. Hill.

Sworn to before me and subscribed in my presence this 11th day of August, A.D. 1900.

J. F. Millar,
Notary Public.

(Seal)

7828 Precipe

Aug. 11th, 1900, the following Precipe was filed:-
To the Clerk of the Courts of Union County, Ohio:-

Issue summons in the above entitled action for the defendants, Cordelia Drop, and Mina B. Drop, minor, directed to the Sheriff of Union County, Ohio, for Bessie S. Drop, who resides at 141 Allen St, Dayton, Ohio, directed to the Sheriff of Montgomery County, Ohio, and for Celia S. Drop, directed to the Sheriff of Allen County, Ohio, returnable according to law;

Millar & Hagers, Atty's for Plaintiff.

7828 Summons

August, 11th, 1900, the following Summons was issued:-
The State of Ohio, Union County,
To the Sheriff of Allen County;-
You are hereby commanded to notify Celia S. Drop, a minor over 14 years of age, that she has been sued by Morris H. Hill, in the Court of Common Pleas of Union County and must answer by the 8th day of Sept. A.D. 1900, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 20th day of August A.D. 1900,
Witness my hand and the seal of said Court this 11th day of August, A.D. 1900. Seal Chas Truhorwood, Clerk.

7828 Return

Aug. 16th, 1900, Summons returned and filed endorsed as follows:-
The State of Ohio, Allen County ss:-
Received this writ August, 14th, A.D. 1900, at 8 o'clock, A.M, and served same by handing the within named, Celia S. Drop, a minor over 14 years of age, a true and certified copy of this writ with the endorsements thereon, this 14th day of August, 1900.
Sheriff's Fees:- service and return .50 mileage $2.24, copy .25, Doc. $.15, Total $3.14
E. A. Bogart, Sheriff
By J. B. Bogart, Deputy.

7828 Summons

Aug. 11th, 1900, the following summons was issued:-
The State of Ohio, Union County ss.
To the Sheriff of Montgomery County:-
You are hereby commanded to notify Bessie S. Drop, a minor over 14 years of age that she has been sued by Morris H. Hill in the Court of Common Pleas of Union County and must answer by the 8th day of September, A.D. 1900, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 20th day of August, A.D. 1900. Witness my hand and the seal of said Court, this 11th day of August, A.D. 1900. Seal Chas Truhorwood, Clerk.

7828 Return

Aug. 17th, 1900, Summons returned and filed endorsed as follows:-
The State of Ohio, Montgomery County ss.
Received this writ August, 14th, A.D. 1900, at 9 o'clock, A. M, and served the same on the 15th day of August, 1900, by handing a true copy thereof with the endorsements thereon to said Bessie S. Drop, a minor over 14 years old,
Sheriff's Fees:- Service and return .50, mileage .80 copy .25, Total $1.55.
William C. Kurhner, Sheriff.
By John A Freght, Deputy.

7828 Summons

Aug. 11th, 1900, the following Summons was issued:-
The State of Ohio, Union County,
To the Sheriff of Allen County;-
You are hereby commanded to notify Celia S. Drop, a minor over 14 years of age, that she has been sued by Morris H. Hill, in the Court of Common Pleas of Union County and must answer by the 8th day of Sept. A.D. 1900, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 20th day of August A.D. 1900,
Witness my hand and the seal of said Court this 11th day of August, A.D. 1900. Seal Chas Truhorwood, Clerk.

7828 Return

Aug. 16th, 1900, Summons returned and filed endorsed as follows:-
The State of Ohio, Allen County ss:-
Received this writ August, 14th, A.D. 1900, at 8 o'clock, A.M, and served same by handing the within named, Celia S. Drop, a minor over 14 years of age, a true and certified copy of this writ with the endorsements thereon, this 14th day of August, 1900.
Sheriff's Fees:- service and return .50 mileage $2.24, copy .25, Doc. $.15, Total $3.14
E. A. Bogart, Sheriff
By J. B. Bogart, Deputy.

7828 Entry

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7828 Answer

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7828
Summons

August, 11th, 1900, the following Summons was issued:-
The State of Ohio, Union County,

To the Sheriff of Union County:-

You are hereby commanded to notify Cordelia Trop, and Mina B. Trop, a minor over 14 years of age, that they have been sued by Morris H. Hill, in the Court of Common Pleas of Union County, and must answer by the 8th day of Sept. A.D. 1900, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 20th day of August, A.D. 1900.

Witness my hand and the seal of said Court, this 11th day of August, A.D. 1900.

Seal

Chas Fincharwood, Clerk.

7828
Return

Aug. 18th, 1900, summons returned and filed endorsed as follows:-
The State of Ohio, Union County ss.

Received this writ Aug. 13th, A.D. 1900, at one o'clock, P.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to Cordelia Trop personally; to Mina B. Trop by leaving a copy at her usual place of residence on August, 17th, 1900.

Sheriff's Fees- service and return $.65 - mileage, $2.56, copies $.30 Total $3.51.

J. Ed. Robinson, Sheriff.

7828
Entry

Sept. 10th, 1900, the following Entry was filed:-

Morris H. Hill.
Vs.
Bessie L. Trop, et. al, &c.

Court of Common Pleas, Union County, Ohio.

This cause came on for hearing this tenth day of September, 1900, upon the application of plaintiff, by his attorneys, for the appointment of a guardian ad litem for infant defendants herein, and the Court upon due consideration finds that said defendants have each and all been duly served with summons, that twenty days have elapsed since the return day of said summons, and that each and all of said defendants have failed and neglected to apply for the appointment of a guardian ad litem to defend for them herein; and therefore the Court appoints James W. Campbell, of the bar of said County of Union, as such guardian ad litem herein, and directs him to answer and defend for them herein,

Approved:- Charles M. Malhorn, Acting Judge.

7828
Answer

Sept. 10th, 1900, the following Answer was filed:-

Morris H. Hill.
Vs.
Bessie L. Trop et. al, &c.

Court of Common Pleas, Union County, Ohio.

Now comes Bessie L. Trop, Mina B. Trop, and Celia L. Trop, minor defendants, by James W. Campbell, their guardian, ad litem, and for answer to the petition herein, deny each and all the allegations therein contained, and say that they are of tender years, and ask the Court to protect their rights in the premises, and to grant them such relief as is proper.- James W. Campbell Guardian ad litem.

7828
Entry

Sept. 10th, 1900 the following Entry was filed:-
Morris H. Hill,
Vs.
Bessie L. Trop et al, &c
Court of Common Pleas Union County, Ohio.

The plaintiff by his attorneys, and the minor defendants their duly appointed guardian ad litem, appearing in Court, and signifying their readiness for a hearing upon the merits in this cause, thereupon the same came on to be heard upon the petition, the answer of said minor defendants, by their said guardian ad litem, and the evidence: on consideration whereof, the Court finds that said plaintiff, Morris H. Hill, is seized of and has a legal right to an undivided one-fourth part of the real estate described in the petition, and is entitled to have partition made of said premises; and that the defendants, Bessie L. Trop, Nina B. Trop, and Celia L. Trop, are tenants in common with plaintiff, and that each owns, and is seized in fee simple of an undivided one fourth part of said premises. And no reason appearing why partition should not be made, it is therefor ordered, adjudged and decreed, that partition of said estate be made, and that an order issue to the Sheriff of Union County, commanding him by the oaths of George Smith, John H. Crawford, and John Ogan, 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 plaintiff and to each of said defendants the part and portion of said estate to which they are hereinbefore severally found entitled. And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Charles M. Melhorn, Acting Judge of Said Court.

7828
Writ of Partition

Sept. 10th, 1900, the following Writ of Partition was issued:-
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 Sept. Term, A.D. 1900, in a civil action therein pending (for partition) wherein Morris H. Hill was plaintiff and Bessie L. Trop et al. were defendants, you are hereby commanded, that by the oaths of George Smith, John H. Crawford, and John Ogan, 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 town of Richwood, County of Union and State of Ohio, and being a strip of land fifty feet in width running East and West off of the north side of Out Lot No. 4 in said town. Said premises having fifty feet front on a street and extending west the full length of said Out Lot No. 4. being about 132 feet. There is an alley on the north side, and on the west side of said premises," among the persons named herein, and in the following proportions, to-wit:-

To Morris H. Hill ---- one fourth part.
To Bessie L. Trop ----- one fourth part.

7828
Sheriff's Return on Writ of Partition

To Mina B. Trop ---- one fourth part.
To Celia L. Trop ---- one fourth part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just validation 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 hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 10th day of Sept. A.D. 1900.

Seal

Chas. E. Funkhouser, Clerk

7828 Entry

Sept. 12th, 1900, the following Entry was filed:-

Morris H. Hill
vs.
Bessie L. Trop et. al. &c.

Court of Common Pleas, Union County, Ohio.

It being made to appear to the Court that the Sheriff is about to execute the order of partition heretofore made herein, and that John Ogan, one of the Commissioners appointed for the purpose, is absent and cannot be had to act therein, the Court therefor appoints J.M. Flickinger, a disinterested and judicious freeholder of the vicinity, to act as Commissioner in making said partition in the stead of John Ogan.

Approved:- Charles M. Melhorn, Acting Judge of said Court.

7828 Sheriff's Return on Writ of Partition

Sept. 12th, 1900, Writ of Partition returned and filed indorsed as follows:-

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of J.M. Flickinger, George Smith and J.H. Crawford, saying said partition to be made, as will appear by the Report of the Commissioners herewith returned.

Sheriff's Fees:-

Service	$.25
Mileage	$2.56
Executing Writ	1.00
Swearing Com.	.25
Report Com.	.25
Return	.25
Total	$4.56

Commissioners Fees:-

J.M. Flickinger	$1.00
George Smith	1.00
J.H. Crawford	1.00
Total	3.00.

of

Given under my hand this 12th day of September, A.D. 1900.

J. Ed. Robinson, Sheriff.

Commissioners Report.

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, we are of opinion that the said real estate cannot be divided according to the demand of the Writ, without manifest injury to the value thereof,

and we do estimate the value of the same at One Hundred and Seventy $^{00}/_{100}$ Dollars. ($170.00)

Given under our hands this 12th day of September, A. D. 1900.

J. M. Fluckinger.
George Smith.
J. H. Crawford. } Commissioners.

7828 Entry

Sept. 15th, 1900, the following Entry was filed:-

Morris H. Hill.
Vs.
Bessie S. Trop, et al &c.

Court of Common Pleas, Union County, Ohio.

This cause came on to be heard on the report of the Sheriff and Commissioners of their proceedings under the Writ of Partition herein, and upon due consideration the Court finds that said proceedings have been in all respects correct and lawful, and the same are approved and confirmed. And it appearing that said real estate cannot be divided by metes and bounds, without injury to the value thereof, and that said, Commissioners have made and returned their appraisement of the same, to-wit:- in the sum of One Hundred and Seventy Dollars ($170^{00}) and that the plaintiff, Morris H. Hill has elected to take the same at its said appraised value the same is, upon payment by the said Morris H. Hill, of the sum of $170^{00}, hereby adjudged to him, and the Sheriff is ordered thereupon 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, assessments and penalty due on said premises, to-wit;- the sum of $2.59.

Second: To the Clerk of this Court the costs of this action, including a counsel fee of $25^{00} to Millar & Wagers, plaintiff's attorneys for their services herein, taxed at $53.42.

Third:- The remainder of said funds he is ordered to divide equally among the plaintiff and defendants, Bessie S. Trop, Mina B. Trop, and Celia E. Trop, giving each an equal one-fourth part thereof.

Approved:- Charles M Melhorn, Acting Judge of said Court.

Attest: Chas. Buhrwood, Clerk.

7832 Petition

7832 Precipe

7832 Summons

Pleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the term of September, to-wit: On Oct. 31st, A. D. 1900.

Be it remembered that heretofor, to-wit:- On Aug. 25th, A.D. 1900, Lizzie H. Morey filed in the Clerks office of said Court, the following petition against Albert H. Morey, to-wit:-

7832 Petition

Lizzie H. Morey,
vs.
Albert H. Morey

Court of Common Pleas, Union County, Ohio.

The Plaintiff says she is a bona fide resident of Union County, Ohio, and has been a permanent resident of the State of Ohio, for more than the year last past.

On the 9th day of September, 1897, at Marysville in the County of Union Ohio, she was married to the defendant, and that no children were born as the issue of such marriage. Plaintiff further says that the said defendant, has been willfully absent from Plaintiff for more than three years last past, and wholly disregarding all marital duties, and has willfully absented himself from the Plaintiff ever since the 14th day of February, 1897, and has been guilty of willful absence, and for which cause she is entitled to be divorced from said defendant; wherefor plaintiff prays the Court that upon hearing of this case, she be divorced from said defendant, and that reasonable alimony be allowed said Plaintiff, and for such other and further relief as in equity she may be entitled to.

Robinson & Woodburn, Atty's for Plaintiff.

The State of Ohio, Union County ss.

Lizzie H. Morey being duly sworn deposes and says, she believes the allegations in the foregoing petition are true; and that the defendant Albert H. Morey is a non-resident of the State of Ohio,

Lizzie H. Morey.

Sworn to before me and subscribed in my presence this 25th day of August, 1900.

Seal

Arthur C. Longbrake,
Notary Public.

7832 Precipe

August, 25th, 1900 the following Precipe was filed:-

To Clerk:-

Issue summons and copy of petition, to the defendant and mail same at Hendersonville, Henderson County, N. Car.

Robinson & Woodburn, Atty's for Plff.

7832 Summons

Aug. 25th, 1900, the following Summons was issued:-

Albert H. Morey will take notice that Lizzie H. Morey has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with willful absence, and asking that she be divorced from him and for reasonable, alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six weeks

from and after the service of this writ.
Witness my hand and the seal of said Court,
at Marysville, this 25th, day of August, A.D. 1900.
Chas C Rushorwood,
Seal
Clerk of the Court of Common Pleas,
Union County, Ohio.

7832 Return
Aug. 25th, 1900, above summons mailed to Defendant, and returned and filed Sept, 1st, 1900, endorsed as follows:-
"Received 10 o'clock, A.M. on the 29th day of August, A.D, 1900."
A. H. Morry

7832 Legal Notice
Oct. 31st, 1900, the following Legal Notice was filed:-
"Albert H. Morry residing at Hendersonville, Henderson County, North Carolina, will take notice that on the 25th day of August, 1900, Lizzie H. Morry filed her petition in the Court of Common Pleas of Union County, Ohio, being cause No. 7832, praying a divorce from said Albert H. Morry, on the ground of willful absence for over three years, and for alimony, and that said cause will be for hearing on and after October, 8th, 1900." Robinson & Woodburn, Atty's for Plaintiff.
The State of Ohio, Union County ss,
The undersigned being duly sworn says that a copy of the annexed notice was published for six consecutive weeks in "The Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication, beginning with August 29th, 1900,
John H. Shearer,
Sworn to and subscribed before me, this 31st day of October 1900, - Printers' Frs. $3.00 - Seal Chas C Rushorwood, Clerk.

7832 Entry
Oct. 31st, 1900, the following Entry was filed:-
Lizzie H. Morry,
vs. Court Common Pleas, Union County, Ohio.
Albert H Morry,
Now come the Plaintiff, and the defendant having been legally summoned by publication, and also by summon, and having failed to appear, the Court find he is in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true, The Court further find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at the time of filing her petition a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further find upon the evidence adduced, that the defendant has been guilty of willful absence for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Lizzie H. Morry and Albert H. Morry be, and the same hereby is dissolved, and both parties are released from the obligations of same.
It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Two Hundred and Fifty Dollars.
It is further ordered that the said plaintiff pay the costs herein taxed at $9.23.
Attest:- Chas C Rushorwood, Clerk.

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Pleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the term of September, towit:- On September 21 st, A. D. 1900.
Be it remembered that heretofore, towit; on Aug. 11th, A.D. 1900. Randolph Wilcox filed in the Clerks office of said Court the following petition against Ida Wilcox, towit:-

7826 Petition

Randolph Wilcox
Vs. Court of Common Pleas, Union County, Ohio.
Ida Wilcox

Plaintiff says that he was married to defendant in June, 1897 at Marysville, Ohio, and that defendant left his bed and board, without any just cause. Plaintiff says that he was kind to defendant and provided all the necessary comforts of life for defendant as far as his means and best efforts would provide for the defendant, yet she disregarding her duty as a wife left the home in 1897, which plaintiff had provided for her and has never returned, nor offered to return to plaintiff's home that he had so provided for defendant. Plaintiff says that he has been a resident of this County for the last year past. Plaintiff says there were no children the result of said marriage, therefor plaintiff says he is without fault on his part, and asks that he be divorced from said defendant, and all proper relief.

Thomas Reed, Atty for Plaintiff.

The State of Ohio, Union County ss.

Randolph Wilcox, plaintiff herein being duly sworn says the facts and allegations contained in this petition are true as he verily believes.

Randolph Wilcox.

Subscribed and sworn to before me, this 11th day of August, 1900. Seal

Chas Richmond, Clerk

7826 Precipe

Aug. 11th, 1900, the following Precipe was filed:-
To the Clerk of the Court of Common Pleas of Union County, Ohio:-

Issue summons on above petition to defendant, with copy of petition.

Thomas Reed, Atty for Plaintiff.

7826 Summons

Aug. 11th, 1900, the following Summons was issued:-
The State of Ohio, Union County ss.

To the Sheriff of Union County:-

You are commanded to notify Ida Wilcox, that Randolph Wilcox 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 hereunto delivered to you to be served on her) charging her with gross neglect of duty and willful absence, and asking that he be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 20th day of August, A.D. 1900, Witness my signature as Clerk of said Court of

Common Pleas, and the seal of said Court at Marysville, O. this 11th day of August, A.D. 1900.

Seal

Chas. Funhorwood, Clerk.

7826 Return

Summons returned and filed Aug. 18th, 1900, endorsed as follows:-
The State of Ohio, Union County ss.
Received this writ Aug. 13th, A.D. 1900, at 8 o'clock A.M. and served same by personally handing Ida Wilcox a true copy of this writ, together with a certified copy of petition on August. 17th, 1900.
Sheriff's Fees- Service & Return .65 mileage $3.68 copy .15 - Total $4.48.
J. Ed. Robinson, Sheriff.

7826 Entry

Sept. 21st, 1900, the following Entry was filed:-
Randolph Wilcox
Vs. Court of Common Pleas, Union County, Ohio.
Ida Wilcox

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the Court find that the allegations thereof are confessed by defendant to be true, The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Randolph Wilcox and Ida Wilcox be and the same hereby is dissolved and both parties are released from the obligation of the same.

Thomas Reid, Atty for Plaintiff.

Attest:-
Chas Funhorwood, Clerk.

7753 Amendment to Answer of Margaret Haines,

Pleas continued and held at the Court House in Marysville, within and for the Duth judicial District of the Court of Common Pleas of the State of Ohio, befor the Hon. Charles M. Melhorn, Judge of said Court of the term of September, towit;- Ow Wed. 9th, A.D. 1900.

Be it remembered that heretofor, towit:- on Jan. 4th, A.D. 1900, H.M. Ballinger, filed in the Clerks office of said Court, the following petition against Samuel Sherwood and Margaret D. Haines, towit:-

7753 H. M. Ballinger vs. Court of Common Pleas, Union County, Ohio.
Samuel Sherwood, and Margaret D. Haines. Petition in Error.

Plaintiff in error, H. M. Ballinger says, that at the September term, 1899, of the Probate Court of Union County, Ohio, said Samuel Sherwood and Margaret D. Haines, defendants in error, recovered a judgment by the consideration of said Court against the plaintiff in error, in an action then pending therein, wherein plaintiff in error was plaintiff, and defendants in error were defendants, a transcript of the docket, and journal entries whereof, and such original papers as are necessary to exhibit the error complained of, are filed herewith.

There is error in said record and proceedings in this, towit:-

First:- Said Court erred in overruling the motion of the plaintiff herein for an order directing the assignee to pay the said H. M. Ballinger his claim, against the assignor, Caleb F. Haines, out of the money in his hands, at the time of the presentation of his claim for allowance, towit:- December, 24th, 1896.

Second:- Said Court erred in overruling the demurrer of said plaintiff in error to the amended answer of said defendant Samuel Sherwood, assignee.

Third:- Said Court erred in overruling the demurrer of said plaintiff in error to the answer of said defendant, Margaret D. Haines.

Fourth:- The Court erred in dismissing the petition of plaintiff, and rendering judgment for costs against him.

Fifth:- Said judgment was given for the said defendants, Samuel Sherwood, assignee, and Margaret D. Haines, when it ought to have been given for the plaintiff, H. M. Ballinger.

Plaintiff in error therefor prays that said judgment may be reversed, and that he may be restored to all things he has lost by reason thereof, and that this Court will render such judgment as the Probate Court should have rendered in the premises.

Piper and Porter and Porter, Attys. for Plaintiff.

7753 Ammendment to Answer of Margaret Haines. April, 3rd, 1900, the following "Ammendment to the Answer of Margaret Haines was filed:-
H. M. Ballinger vs. Court of Common Pleas, Union County, Ohio.
Samuel Sherwood, et. al.

This cause having been retained in this Court, by reason of the fact that John. M. Brodrick, one of the counsel in the case having been elected and qualified and is now acting as Probate Judge of this County, the said Margaret D. Haines by leave of the Court first had and obtained, files this her ammendment to her answer herein and says:- That the said H. M. Ballinger caused her to be made a party to the proceedings in said Probate Court in

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case No. 4499, and she was a party thereto as shown in her answer. The said Margaret D. Haines was so made party for the purpose of having her concluded by any finding and judgment that might be rendered therein, Upon being made such party, the said Margaret D. Haines employed counsel to represent her in said proceedings. There was at that time only the sum of about $700.00 remaining in the hands of the said assignee, and the contention of said Margaret D. Haines in said proceedings was, that said money should be paid to her under the former order of distribution made by said Probate Court, and the contention of the said Ballinger was, that said money should be paid to him. The said Margaret D. Haines appeared in said case and proceedings by herself and counsel and offered evidence in said Probate Court, and her counsel made arguments in said contention against the claim of said Ballinger, and he offered evidence, and by his counsel made arguments against her, and although no pleading was filed, or was necessary on the part of the said Margaret D. Haines, her position in said case was adverse to that of said Ballinger. The Court having found against the said Ballinger in said contention, and in favor of the said Margaret D. Haines, the said Ballinger appealed said cause to this Court, where again the said Margaret D. Haines appeared by her counsel and offered evidence and made arguments against the claim of said Ballinger, and he offered evidence, and made argument through his counsel against her, and this Court having found and adjudged against the said Ballinger, and in favor of the said Margaret D. Haines, the said Ballinger carried said cause to the Circuit Court of this County on error, where again the said Margaret D. Haines appeared by her counsel and the said Ballinger by his counsel and each made arguments against the other in their contention for said fund in the hands of said assignee, and the said Circuit Court found there was no error in said proceedings, as shown by the said original answer. The whole contention in said proceedings was between the said Ballinger and said Margaret D. Haines, the said assignee, having no interest in the same except to pay the money as the Court might direct. The said Margaret D. Haines says that the object and intention of said Ballinger in making her a party to said proceedings was to conclude her by any judgment and finding the Courts might make in favor of said Ballinger, and by reason of her position and action in said proceedings as herein set forth she would have been so concluded had the judgment been adverse to her; and she now avers, that for the same reasons the said Ballinger is also now concluded by the said finding and judgment in said proceedings and case No. 4499.

This amendment to be inserted at the close of the third paragraph of said answer, and as a part of the same.

McCrory, Cameron & Cameron, Attys for Margaret Haines.

The State of Ohio, Union County ss.

Margaret D. Haines, being first duly sworn, says that the facts stated in the foregoing amendment to her answer are true as she verily believes.

Margaret D. Haines.

Sworn to before me and signed in my presence, this 2nd day of April. 1900.

Seal

D. H. H. Fleck, Notary Public.

7753
Demurrer

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Entry

Apr. 3rd. 1900, the following Entry was filed:-
H. M. Ballinger
Vs. Court of Common Pleas, Union County, Ohio.
Samuel Sherwood et.al.

This day came the parties and this cause came on to be heard upon the petition in error of the said H. M. Ballinger, and the Court being fully advised in the premises finds that there is error in said records and proceedings of the Probate Court of this County, in this that said Probate Court erred in overruling the demurrer of said H. M. Ballinger to the answer of said Margaret D. Haines, and also erred in overruling the demurrer of said H. M. Ballinger to the amended answer of said Samuel Sherwood, assignee. It is therefor considered and adjudged by the Court, that the finding and judgment of said Probate Court be, and the same hereby is reversed. And it appearing to the Court that since this action was commenced John M. Brodrick, one of the Attorneys in this case has been elected and qualified and is now acting as Probate Judge of this County, and having an interest in this cause he is disqualified from hearing the same, It is ordered that this cause be retained in this Court for further proceedings. And the Court now proceeding to render such judgment as the Probate Court should have rendered, sustains the demurrer of the said H. M. Ballinger to the answer of the said Margaret D. Haines, and sustains the demurrer of said H. M. Ballinger to the amended answer of said Samuel Sherwood. Thereupon the said Margaret D. Haines, asked and had leave of the Court, against the objection of Plaintiff, to prepare and file an amendment to her said answer, which amendment when filed shall be and form part of said answer of said Margaret D. Haines, the same as if originally inserted therein, and this cause is passed for further proceeding.
To which ruling of the Court in permitting the amendment to the answer of Margaret D. Haines, the said H. M. Ballinger by his counsel at the time excepted, and said Plaintiff also then and there excepted to that part of the order of the Court, which allows and orders said amendment when filed to be a part of said answer, the same as if originally inserted therein.

7753
Demurrer

May, 1st. 1900, the following demurrer was filed:-
H. M. Ballinger
Vs. Court of Common Pleas, Union County, Ohio.
Samuel Sherwood, et.al.

The said H. M. Ballinger now comes and demurs to the answer of Margaret D. Haines, as amended, (including said amendment) and for ground of demurrer says that said answer as amended, does not state facts sufficient to constitute a defense to the said petition and application of said Ballinger herein filed.
Piper, Porter and Porter,
Attorneys for H. M. Ballinger.

7753
2nd Amended Answer of Samuel Sherwood

Sept. 28th, 1900, the following "Second Amended Answer of Samuel Sherwood," filed:-

H. M. Ballinger
vs.
Samuel Sherwood et. al. &c,

Court of Common Pleas, Union County, Ohio.

And now comes the said defendant, Samuel Sherwood, as Assignee, in trust for the benefit of the creditors of Caleb F. Haines, and for his second amended answer herein says that he denies that he is indebted to the plaintiff in a sum exceeding Seven Hundred and Eighty Three and 65/100 Dollars, for the reason that on the 14th day of July, 1897 said assignee filed in the Probate Court of Union County, Ohio, being the Court wherein he was appointed such assignee, his final account as such assignee, which said final account is in the words and figures following, to-wit:-

"Assignees or Trustees Account.

Third and final account of Samuel Sherwood, Assignee in Trust for the benefit of the creditors of Caleb F. Haines.

Accountant charges himself as follows:-

1896 August	18	To balance personal property in hands of assignee			8	76		
1897 April	8	" " purchase money on real estate			1811	04		
		Accountant credits himself as follows:-						
1896 August	18	By balance due assignee on real estate					57	93
September	14	Paid Shearer & Son	No. of voucher	1			1	00
1897 April	15	" The Union Banking Co.	" " "	2			799	82
July	14	" John M. Brodrick	" " "	3			60	00
"	14	" James McCampbell Probate Judge	" "	4			6	30
"	14	" Assignee Bal. commission					133	34
"	14	" " extra allowance					50	00
"	14	" J.N. Bonnell, Clerk					7	92
		Amount to balance					703	49
		Total			1819	80	1819	80
		Balance in hands of Assignee for distribution			703	49		

Said account was duly verified as required by law by said assignee, before the Probate Judge of said County, Due and legal notice of the filing of said final account was published as required by law, On August, 9th, 1897, said H.M. Ballinger, plaintiff herein, filed in said Probate Court his exceptions to said final account, in which he set forth fully the execution and delivery of said note and mortgage from said Caleb F. Haines, and his wife, as set forth in his petition herein, together with the presentment of said note to said assignee for allowance and excepted to the allowance of said final account for the following reasons, and in the words and figures following, to-wit:-

"1st- For the reason that said assignee had full knowledge of the said Ballinger's claim, the amount, and that it was a mortgage lien, from and after Dec, 14th, 1885.

2nd:- That said assignee had full knowledge that said Ballinger's claim was the first and best lien on the said lands sold, and secured by the first mortgage on said premises,

3rd- He excepts to the payment of the item of $799.82 made to the Union Banking Company, because said Ballinger's claim, was and is a prior

and other claim and lien on the land sold by said assignee.
4th- Said Assignee had full knowledge of said Ballinger's note and mortgage lien while all the assets of said estate remained in his hands, and with this knowledge, he was justified in distributing the said estate as he has done, without providing for the payment of said Ballinger's claim and lien.
5th- Said Assignee's 1st and 2nd accounts show commission taken by himself as assignee amounting to $186.09 and in his 3rd account, charges $133.84 commission without stating how he makes the calculation, or how he is entitled to that amount.
6th- That the said assignee was by the Court of Common Pleas, ordered to allow said Ballinger's claim as a just and valid ---- against said estate in the settlement of his trust, yet he refused ~~and neglected~~ and still refuses and neglects to pay same or any part thereof and refuses to recognize the same in any way in said settlement of said trust as ordered by the Common Pleas Court.
7th- Said assignee had no right to permit the cancellation of said mortgage without first trying the validity of the same".
The said plaintiff H. M. Ballinger, then asked in said exceptions that on the hearing thereof said Ballingers claim be declared a first lien on the proceeds of said real estate, and that said final settlement be not approved, and that said assignee be required in his settlement to account for and pay the claim of said Ballinger out of the proceeds of the sale of said real estate and as a preferred claim against the same. On the 13th day of September, 1897, the hearing of said final account and exceptions thereto came on for hearing, whereupon said assignee and said Ballinger bring represented by counsel, who were present, and the same was heard upon the evidence adduced, and was argued by counsel and submitted to the Court.
On consideration whereof, the said Probate Court found that there was an excessive charge of assignee's commission in the sum of $80.16 and that the credits in said account should be decreased by that amount, but all other exceptions to said account, by the said H. M. Ballinger were over-ruled by said Court. Thereupon said final account came on further to be heard on motion of said assignee to confirm the same, and the Court found that due notice had been given as required by law, and that upon the said account as corrected, the said assignee was chargeable with the sum of $1819.80, and that he was entitled to credits in the sum of $1036.65, leaving a balance in his hands for distribution of $783.65, and ordered the same paid out as per a former order of distribution made on the sale of said real estate. On September 25th, 1897, said H. M. Ballinger, the plaintiff herein, filed in said Probate Court notice of his intention to appeal said case to the Court of Common Pleas, of Union County, Ohio, whereupon the said Probate Court fixed the amount of the appeal bond. Said Ballinger duly perfected his appeal.
At the January, 1898 term of said Court of Common Pleas, said final account and the exceptions of said H. M. Ballinger thereto came on for hearing in said Court of Common Pleas.
On consideration whereof said Court of Common Pleas sustained

the 5th of said exceptions, and overruled all the others. and said matter coming on further to be heard in said Court of Common Pleas on motion of said assignee to confirm said final account. Said Court found that due and legal notice had been given as required by law; that said assignee was chargable with the sum of $1819.80, and that he was entitled to credits in the sum of $1036.15 leaving a balance in his hands for distribution of $783.65 and ordered the same paid in accordance with the order of distribution heretofore entered, in the sale of the lands of said assignor, and ordered the Clerk of said Court of Common Pleas to make out and file a transcript of said proceedings and judgment in said Probate Court. Thereupon said Ballinger excepted to the said findings, rulings, orders, and judgments of said Court, and said cause came on for further hearing on motion of said Ballinger for a new trial, which said motion was overruled by said Court of Common Pleas, to which rulings and orders said Ballinger duly excepted.

7753 Entry

Sept. H.

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On March, 12th, 1898, said H. M. Ballinger, the plaintiff herein, filed his petition in error in the Circuit Court within and for said Union County, Ohio, wherein he sought to obtain a reversal of the judgment and order of said Court of Common Pleas, in so approving said final account. At the February 1899 term of said Circuit Court said petition in error came on for hearing, was argued by counsel and submitted to the said Circuit Court, on consideration whereof the said Circuit Court affirmed the judgment of said Common Pleas Court, without penalty, to which findings, judgments and orders of said Circuit Court, said H. M. Ballinger then and there excepted, but no proceedings in error have ever been prosecuted therefrom, and the same remains in full force and effect in law. Said assignee says that he holds said balance subject to the order of this Court. That in certain proceedings in the Circuit Court of Union County, Ohio, in litigation between said Ballinger and the said Margaret D. Haines, certain costs were adjudged against said assignee, which ought to be allowed him as a valid credit out of the said balance in his hands. That by reason of the litigation herein between said Ballinger and said Margaret D. Haines, and wherein said assignee has been made a party, he has been required to keep said balance in bank subject to check, whenever ordered by the Court, and therefore has received no interest or income therefrom. Said defendant, Samuel Sherwood, as such assignee having fully answered herein, asks that his rights be fully protected, and that on the final hearing hereof, he may be allowed out of said balance of $783.65 the costs adjudged against him as set forth herein, and for all other proper relief in the premises.

7753 Demurrer

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John M. Brodrick, Atty for Samuel Sherwood.

The State of Ohio, Union County ss.

John M. Brodrick, being sworn makes oath that he is the duly authorized attorney for said defendant, Samuel Sherwood, That the facts set forth in the foregoing answer, are within the personal knowledge of affiant, and that said facts as stated in said answer are, as affiant believes, true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 28th day of September 1900. (Seal)

Chas Denhorwood, Clerk of Court.

7753
Entry

Sept. 28th, 1900, the following Entry was filed:-
H. M. Ballinger.
Vs. Court of Common Pleas, Union County, Ohio.
Samuel Sherwood et al.

This day on motion, the Court grants leave to the defendant Sherwood, assignee to file a second amended answer, instanter and done.

7753
Demurrer

Sept. 29th, 1900, the following Demurrer was filed:-
H. M. Ballinger.
Vs. Court of Common Pleas, Union County, Ohio.
Samuel Sherwood, et al.

The plaintiff demurs to the 2nd amended answer of said Samuel Sherwood, as assignee be, and for ground of demurrer says that said 2nd amended answer does not state facts sufficient to constitute a defense to the petition of plaintiff.

Piper, Porter and Porter, Attys for Plaintiff.

7753
Entry

Nov. 9th, 1900 the following Entry was filed:-
H. M. Ballinger
Vs. Court of Common Pleas, Union County, Ohio.
Samuel Sherwood, et al.

This day this cause came on to be heard upon the demurrer of H. M. Ballinger, plaintiff herein, to the answer as amended of Margaret D. Haines, defendant herein, and was argued by counsel and submitted to the Court: whereupon the Court being fully advised in the premises, and upon consideration of the same, do sustain said demurrer. And this cause came on to be further heard upon the demurrer of said H. M. Ballinger, to the second amended answer of said Samuel Sherwood, as assignee of said Caleb F. Haines and was argued by counsel and submitted to the Court; whereupon the Court being fully advised in the premises do sustain said demurrer. And neither the said Margaret D. Haines or the said Samuel Sherwood desiring to plead further, the Court now proceed to render judgment upon the pleadings.

The Court find that on final settlement of said assignee in the Probate Court that there remains a balance in his hands not distributed, to-wit:- the sum of $783.65 and that the same is a balance of the proceeds of the sale of land by the assignee, and that the claim of said Ballinger is the first and best lien on said proceeds realized from the sale of said tract of land, and superior to the claim of said Margaret D. Haines.

It is therefore considered, ordered, adjudged and decreed that the said Samuel Sherwood, as such assignee, pay to said Ballinger, out of said balance still remaining in his hands, the claim of said Ballinger, free and clear of all costs and expenses made in this cause, and that the said Samuel Sherwood pay personally all the costs made in this cause, except that made by said Margaret D. Haines, and that said Margaret D. Haines pay the costs in this cause except that portion adjudged against said Sherwood, to-wit:-

Each is adjudged to pay the proportion of the costs made and caused to be made by each respectively, and in default of payment that execution issue therefor; to all of which rulings, findings and

judgments of the Court affecting the said Margaret D. Haines, She excepts, and especially excepts to the consideration and judgment of the Court in sustaining the demurrer of the said H. M. Ballinger to the answer of said Margaret D. Haines as amended. Supersedeas bond to be filed by Margaret D. Haines fixed at $200. conditioned according to law.

Piper, Porter and Porter, Attorneys for H. M. Ballinger.

John M. Brodrick, Attorney for Samuel Sherwood.

Cameron & Cameron, Attorneys for Margaret D. Haines.

Attest:

Chas. C. Richardson, Clerk.

7793
Petition

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Summons

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Pleas continued and held at the Court House in Marysville, within and for the tenth Judicial district of the Court of Common Pleas of the State of Ohio before the Hon. Charles M. Melhorn, Judge of said Court of the Term of September; to-wit, on September 26th, A.D. 1900.

Be it remembered that heretofore; to-wit on May 11th, A.D. 1900, Rosa Harrington filed in the Clerk's office of said Court the following petition against Edgar Harrington, to-wit:-

7793
Petition

Rosa Harrington
Vs.
Edgar Harrington

Court Common Pleas, Union County, Ohio.

Plaintiff says she has been a resident of the State of Ohio for more than ten years last past, and is now a bona fide resident of Union County, That on the 28th day of June A.D. 1892 at Union County, Ohio they were lawfully married, That during said marriage they have had born to them as the fruits of said marriage one child, to-wit, Claude Harrington, now about six years old, Plaintiff says that she has always conducted herself as a faithful wife ready and waiting to discharge all duties of a wife; but the defendant disregarding his duties as a husband has been guilty of gross neglect of duty during all their married life, would leave the plaintiff without any means of support whatever, and be gone for five or six months at a time. He did this five or six times during their married life, and has now been away from the plaintiff for more than a year without the fault of the plaintiff, and has failed entirely to give her any support or to support their minor child or to provide a home for them although a hearty young man, and during a large portion of this time as she is informed and believes defendant has been earning $60.00 per month and was well able to support the plaintiff and their child, Plaintiff therefore prays that she be granted a complete divorce from the defendant, each party relieved of the obligations thereof and that she be decreed the custody care and control of the said minor child, Claude Harrington, and for all proper relief in the premises.

May, 11th, 1900, the following Summons was issued:-

7793
Summons

The State of Ohio.
Union County ss.

To the Sheriff of the County of Franklin.

You are commanded to notify Edgar Harrington that Rosa Harrington has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with gross neglect of duty, and asking that she be divorced from him and that she be decreed the custody of their child, Claude, and for other proper relief. Said petition will stand for hearing during the Term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 21st day of May A.D. 1900. Witness my hand and the Seal of said Court at Marysville this 11th day of May A.D. 1900.

J. N. Gorrell, Clerk of Court.

7793 Return

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

Received 1 o'clock A. M. on the 14th day of May A. D. 1900 and after due and diligent search, I was unable to find the within named defendant. Edgar Harrington, within my bailiwick.
Sheriff's Fees: Copy $.20 mileage $2,00 docket $.16 return $.25 postage $.04 Total 2,65.

Chas. A. Pearce, Sheriff,
By C. C. Buell, Deputy.

7793 Affidavit

July 31st. 1900. the following affidavit was filed:—

Rosa Harrington
Vs.
Edgar Harrington

Court Common Pleas, Union County, Ohio.

The State of Ohio, Union County ss.

The said plaintiff being first duly sworn says the residence of the defendant is unknown to the plaintiff, that as she is informed and believes said defendant has enlisted in the regular army of the United States, and that service of summons cannot be had on him in the State of Ohio, and that she desires publication of this action.

Rosa Harrington.

Sworn to and subscribed before me this 30th day of July, A. D. 1900.

Seal

J. M. Kennedy,
Notary Public.

7793 Legal Notice

Sept. 26th, 1900. the following Legal Notice was filed:—

"Edgar Harrington whose place of residence is unknown to the plaintiff, will take notice that on the 11th day of May, 1900, the plaintiff filed her petition in the Court of Common Pleas of Union County, Ohio praying for a divorce and custody of her child and for cause charges said defendant with gross neglect of duty. Said cause will be for hearing after six weeks publication of this notice.

Rose Harrington.

The State of Ohio, Union County ss.

J. H. Collett being first duly sworn says that he is the editor of the Union County Republican, that the above notice has been published for six weeks in the above named paper it being a paper of general circulation in said County, ending this 26th day of September, 1900.

Jno. H. Collett.

Sworn to and subscribed before me this 26th day of Sept. 1900.

Seal

J. M. Kennedy,
Notary Public.

7793 Entry

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7793
Entry

Sept. 26th, 1900, the following Entry was filed:-

Rosa Harrington
vs.
Edgar Harrington

Court Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the petition of the plaintiff, and the Court being fully advised in the premises after hearing the testimony do find for the plaintiff.
1st. That said parties were married as stated in the plaintiff's petition.
2nd, That publication of said cause had been duly made for six weeks in the Union County Republican a paper of gneral circulation in said County.
3rd, That said defendant had been guilty of gross neglect of duty toward the plaintiff. It is therefore ordered and adjudged by the Court that a complete divorce be granted the plaintiff that each party be released from the obligations thereof and that the plaintiff be granted the custody, care, control and education of said minor child Claude Harrington.

Attest. Chas Funhorwood,
Clerk.

Pleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the Term of September, towit, on September 25th, A.D. 1900.

Be it remembered that heretofore, towit, on the 22nd, day of August, A.D. 1899, Adelia J. Reed filed in the Clerk's office of said Court, the following petition against Joseph P. Martin, as Executor of the last will and testament of Phoebe Baker deceased, Mary A. Snodgrass, Catherine Joseph, William P. Joseph, Phoebe Gorton, Mary J. Thompson, Lucinda Payne, Jane See, Cynthia A. See, Myles See, Orrill See, Ora Laverne, Thomas B. Burnham, Maria B. Church, Harriett B. Wygant, Albert B. Preston, Kate Preston, Edna Preston, Howard C. Bogardus, Eliza B. Smithcum, Florence H. Stanton, Mrs. Daniel LeRoy Dassel, Gordon H. Burnham, Daniel B. Burnham, Helen L. Pollock, H. H. Burnham, Mrs. Annie C. Congdon and Lucy A. Fuller, towit:-

7705 Petition.

The plaintiff says, That on the 11th day of September, 1898, Phebe Baker, died leaving plaintiff and the defendants, except said Executor and said Mary A. Snodgrass and William P. Joseph, her next kin and heirs at law. On the 27th day of September 1898, a certain paper writing purporting to be the last will and testament of said Phebe Baker, bearing date of the 7th day of September, 1898, was presented to and admitted to Probate by the Probate Court of this County, and is recorded in Volume 9. page 368 of the Records of Wills. in said Court, and letters testamentary thereon were issued by said Court to the defendant, Joseph P. Martin as sole executor thereof, who thereupon qualified. By the terms of said paper writing the defendants, Mary A. Snodgrass, Catherine Joseph and William P. Joseph, are named as the several legatees, and devisees of said Phebe Baker. Said paper writing is not the last will and testament of said Phoebe Baker, but said Phebe Baker, at the date of said paper writing, was not of sound mind and memory, but by reason of extreme age and protracted sickness, and the excessive use of a certain drug commonly known as morphine, was mentally incapacitated from making a will or a proper distribution of her property, and was coerced into signing said paper by the undue influence of the defendant, Mary A. Snodgrass. Plaintiff therefore prays that an issue be made up as to whether said paper writing is the last will and testament of said Phebe Baker, and that the same may be set aside and for such other relief as is proper.

H. S. Hoopes & John M. Brodrick,
Attys for Plaintiff.

7705 Affidavit

The State of Ohio, Union County ss.

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

Adelia J. Reed,

Sworn to by said Adelia J. Reed, before me and signed by her in my presence, this 21st day of August, 1899.

John A. Remington,
Justice of the Peace.

7705 Entry

7705 Legal Notice

7705
Affidavit

August, 22nd, 1899, the following Affidavit was filed:-
Adelia J Reed.
Vs
Joseph P. Martin Et. al.

Court Common Pleas, Union County, Ohio.

The State of Ohio, Union County ss.

John M. Brodrick being Sworn makes oath that he is one of the attorneys for said Plaintiff, duly authorized in the premises, that service of Summons cannot be made within said State of Ohio, upon the defendants, Catherine Joseph, who resides at No. 2843 Indiana Avenue, Chicago, Illinois; William P. Joseph, who as affiant is informed resides at Oakland, California, Lucinda Payne, who resides at Minneapolis, Kansas; Thomas B. Burnham, who resides at New York City, New York; Maria B. Church, who resides at Wickford Rhode Island; Harriett B. Wygant, who resides at Saugerties, New York, Albert B. Preston, who resides at Saugerties, New York, Kate Preston, who resides at Saugerties, New York; Edna Preston, who resides at Saugerties, New York, Howard C. Bogardus, who resides at Saugerties, New York; Eliza B. Smithsum who resides at Saugerties, New York; Florence H. Sladdon, who resides at Malden on Hudson, New York; Mrs. Daniel LeRoy Dassel, who resides at Oyster Bay, Long Island; Gordon H. Burnham, who resides at No. 61 Park Avenue, New York, City, New York; Daniel B. Burnham, who resides at No. 1225 Madison Avenue, New York City, New York, Helen L. Pollock, who resides at Wickford, Rhode Island, W. H. Burnham, who resides at Hampton, Connecticut, Mrs. Amber C. Congdon, who resides at No. 95 Somerset Street, Providence, Rhode Island, and Lucy A. Fuller, who resides at No. 95 Somerset Street, Providence, Rhode Island, and that this action is one of those provided for in sections Nos. 5045 and 5049 of the Revised Statutes of Ohio,

John M. Brodrick.

Sworn to by said John M. Brodrick, before me, and signed by him in my presence, this 22nd day of August, 1899.

Seal

J.A. Bokwell, Clerk of Court.

7705
Entry

Adelia J. Reed
Vs.
Joseph P. Martin, et. al.
Mary A. Snodgrass and
Dec. 20 to 1899.

Entry filed, October 1st, 1899.
Court Common Pleas, Union County, Ohio.

This day leave was granted the defendants, Joseph P. Martin, to answer in 20 days from

7705
Legal Notice

Dec, 1st. 1899, the following Legal Notice was filed:-
Adelia J. Reed.
Vs.
Joseph P. Martin et. al.

Court Common Pleas, Union County, Ohio.

The defendants, Catharine Joseph, of 2843 Indiana Avenue, Chicago, Illinois, William P. Joseph of Oakland, California, Lucinda Payne, of Minneapolis, Kansas, Thomas B. Burnham of New York City, New York, Maria B. Church of Wickford, Rhode Island, Harriett B. Wygant of Saugerties, New York, Albert B. Preston of Saugerties New York, Kate Preston of Saugerties, New York, Edna Preston of Saugerties, New York, Howard C. Bogardus of Saugerties, New York, Eliza B. Smithsum of Saugerties, New York, Florence H. Sladdon of Malden on Hudson, New York, Mrs. Daniel Le Roy Dassel of Oyster Bay, Long Island, Gordon H. Burnham of 61

Park Avenue, New York City, New York, Daniel B. Burnham, of 1225 Madison Avenue New York City, New York, Helen L. Pollock, of Pickford, Rhode Island, H. H. Burnham of Hampton, Connecticut, Mrs. Ambie C. Congdon, of 95 Somerset Street, Providence, Rhode Island, and Lucy A. Fuller of 95 Somerset Street, Providence Rhode Island, will take notice that on the 22nd day of August, 1899 the Plaintiff filed her petition in said Court setting forth, that on September 11th, 1898 Phebe Baker died leaving certain defendants named in said petition as her next of kin and heirs at law, That on Sept. 27th, 1898, a certain paper purporting to be the last will and testament of said Phebe Baker, bearing date of September 7th, 1898, was presented to and admitted to Probate by the Probate Court of said Union County. That said paper writing is not the last will and testament of said Phebe Baker, but said Phebe Baker at the date of said paper writing, was not of sound mind and memory, but by reason of extreme age, and protracted sickness, and the excessive use of a certain drug commonly known as morphine, was mentally incapacitated from making a will or a proper distribution of her property, and was coerced into signing said paper by the undue influence of the defendant Mary A Snodgrass, The object and prayer of said petition is to set aside said paper writing, and for all proper relief in the premises, Said defendants are required to answer said petition on or before October, 25th, 1899.

The State of Ohio, Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with Aug. 30th, 1899.

H. O. Shearer.

Sworn to and subscribed before me this 1st day of December, 1899.

Printers' fees $3.00. (Seal) J. N. Fosnell, Clerk.

7705 Answer of Mary A. Snodgrass.

7705 Answer of Joseph P. Martin.

Dec. 19th, 1899, the following answer of Joseph P. Martin was filed:-

Adelia J. Reed.

Vs.

Joseph P. Martin et al.

Court Common Pleas, Union County Ohio.

Joseph P. Martin now comes and for his separate answer herein, as Executor of the last will and testament of Phebe Baker, deceased says, he admits that on the 11th day of September 1898, Phebe Baker named in the Plaintiffs petition died. He admits that on the 27th day of September 1898, the said last will and testament of the said Phebe Baker deceased, was admitted to Probate by the Probate Court of Union County, Ohio, and that he thereafter qualified as sole executor thereof. He admits that by the terms of said last will and testament Mary A. Snodgrass, Catherine Joseph, and William P. Joseph were named as legatees and devisees of the said Phebe Baker deceased. This defendant says he knows nothing of the kinship of said defendants, as alleged in said petition and denies the same. This defendant denies that on the 7th day of September, 1898, the said Phebe Baker was not of unsound mind and memory, and he denies that by reason of extreme age, and protracted sickness, and the excessive use of a drug

commonly known as morphine, that the said Phebe Baker was mentally incapacitated from making a will and proper distribution of her property. And this defendant for further answer herein denies that the said Phebe Baker was in any way coerced or influenced by the said Mary A. Snodgrass, at the time of making of said will. This defendant avers the fact to be that the said Phebe Baker on the 7th day of September 1898, was of sound mind and memory and was then free from any restraint influence or coercion by any person or persons, in any way manner or form whatever, and she avers that the will so probated as aforesaid is the last will and testament of the said Phebe Baker, deceased. This defendant denies each and every allegation contained in said Petition not herein admitted.

D. H. Ayers, Atty for J. P. Martin.

State of Ohio, Union County ss.

Joseph P. Martin being first duly sworn says the facts stated and allegations contained in the foregoing answer are true as he believes.

Joseph P. Martin.

Sworn to before me and signed in my presence, this 8th day of December, 1899.

(Seal)

A. H. Kollofrath,
Notary Public.

7705
Answer of
Mary A.
Snodgrass.

Dec. 19th, 1899 the following answer of Mary A. Snodgrass was filed:-

Adelia J. Reed
vs.
Joseph P. Martin et al.

Court Common Pleas Union County, Ohio.

Mary A Snodgrass now comes and for her separate answer herein says she admits that on the 11th day of September 1898 Phebe Baker named in the Plaintiff's petition died. This defendant also admits that on the 27th day of September, 1898 said last will and testament of the said Phebe Baker deceased was admitted to Probate by the Probate Court of Union County, Ohio, and that the said J. P. Martin thereafter qualified as sole executor thereof and that by the terms of said last will and testament Mary A. Snodgrass, Catherine Joseph, and William T. Joseph, were named as legatees and devisees of the said Phebe Baker deceased. This defendant says she knows nothing of the kinship of said defendants except said devisees and legatees as alleged in said petition and therefore denies the same. This defendant denies that on the 7th day of September 1898, that the said Phebe Baker was not of unsound mind and memory, and that she denies that by reason of extreme age, and protracted sickness, and the excessive use of a drug commonly called morphine, that the said Phebe Baker was mentally incapacitated from making a will and proper distribution of her property. And this defendant for further answer herein says that she denies that she in any way, manner or form coerced or influenced the making of said will by the said Phebe Baker or any one else. This defendant avers the fact to be that the said Phebe Baker on the 7th day of September, 1898 was of sound and disposing mind and memory, and was then free from any restraint,

influence or coercion by any person or persons or in any way, manner or form whatever, and that the writing so probated as aforesaid is the last will and testament of the said Phebe Baker deceased. This defendant denies each and every other allegation contained in said petition not herein admitted.

D. H. Ayers, Atty for Mary A. Snodgrass.

State of Ohio, Union County ss.

Mary A Snodgrass being first duly sworn says the facts stated and allegations contained in her forgoing answer are as she believes true.

Mrs. Mary A. Snodgrass.

Sworn to before me and signed in my presence by the said Mary A. Snodgrass, this 28th day of November, 1898.

Seal

Chas F. Monroe,
Notary Public.

7733
Petition

7705
Verdict

Sept. 21st. 1900, the following Verdict was filed.

The State of Ohio
Union County ss.

Court of Common Pleas,
September Term, 1900.

Adelia J. Reed
vs.
Joseph P. Martin et. al.

Court Common Pleas, Union County, Ohio.

"We, the Jury, being duly impanelled and sworn do find that the paper writing here shown, produced and admitted to Probate in the Probate Court of Union County, Ohio, on the 27th day of September, 1898, purporting to be the last will and testament of Phebe Baker deceased is the valid last will and testament of said Phebe Baker, deceased.

Sept. 21st. 1900.

L. F. Carpenter, Foreman.

7733
Cross petition

7705
Entry.

Sept. 25th, 1900 the following Entry was filed:-

Adelia J. Reed
vs.
Joseph P. Martin et. al.

Court Common Pleas, Union County, Ohio.

The Jury in this action having on a former day of this term rendered a verdict for the defendants, and no motion for a new trial having been made, It is therefore in accordance with said verdict adjudged by the Court that the paper writing produced in this cade and offered in evidence, purporting to be the last will and testament of the said Phebe Baker, deceased, is her last will and testament.

Attest.

Chas. C. Linhorwood,
Clerk.

Pleas continued and held at the Court House in Marysville, within and for the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Methorn, Judge of said Court of the Term of September, towit, on September 24th, 1900.

Be it remembered that heretofore, towit on December 13th, A.D. 1899, Charles K. Davis filed in the Clerk's office of said Court the following petition against C.F. Gill, towit:-

7733 Petition

Charles K. Davis
Vs.
C. F. Gill.

Court Common Pleas, Union County, Ohio.

Plaintiff says that the defendant is indebted to him on an account for coal sold and delivered to him at his request, in the sum of One Hundred and 13/100 Dollars ($100.13), a true copy of which account, with verification is hereto attached marked exhibit "A" and made a part of this petition. Plaintiff further says that no payments have been made on said account, that no offsets exist against the same. Therefore, plaintiff prays judgment against the defendant in the sum of One Hundred and 13/100 Dollars ($100.13) and interest from March, 24th, 1899, and costs.

R. C. Patterson, Atty for Plaintiff.

The State of Ohio, Montgomery County, ss.

H. P. Rice, being first duly sworn, says that he is the agent of the above named plaintiff; that the facts stated in the foregoing petition are within his personal knowledge, and true as he believes.

H. P. Rice.

Sworn to before me and subscribed in my presence this 1st day of December, 1899. (Seal)

Barry S. Murphy
Notary Public.

7733 Cross-petition

Charles K Davis
Vs.
C. F. Gill

Filed Feb. 20th, 1900.
Court Common Pleas, Union County, Ohio.

Now comes the defendant and by way of counter claim and set-off says that on or about the 16th day of June A.D. 1898, plaintiff by his agent H.P. Rice, entered into a contract with defendant for the benefit of defendant and of a partnership of which he was then a member, composed of himself and one Benjamin F. Brune, and known as Gill and Brune and doing business as retail dealers in coal at Dayton, Ohio, whereby he, plaintiff, obligated himself to furnish defendant and said Gill and Brune, from that date until May, 1st, 1899, domestic lump coal in such amounts and at such times as needed by them, delivered on cars at Dayton, Ohio, at $1.95 per ton, and delivered on cars at Richwood, Ohio, at $2.35 per ton, in consideration that they should purchase such coal of him and agree to pay said prices therefor, which obligation defendant then assumed and he and said Gill and Brune, have ever stood willing and ready to perform.

On or about the 12th day of October, A.D. 1898, plaintiff by his said agent without good and sufficient reason, refused to comply with said contract, and refused to furnish coal to said Gill and Brune, thereunder at Dayton, Ohio, and then and there notified them that he would not fulfill said contract, and would not furnish them coal at Dayton, Ohio, unless they joined the Dayton Coal Exchange, a local organization of coal dealers for the purpose among other things of maintaining uniform and higher

prices in coal. In order to supply their customers as retail dealers in coal in Dayton, Ohio, said Gill and Brun were obliged, during the time provided for in said contract, to purchase 494 tons and 1300 pounds of domestic lump coal at $2.00 per ton and 357 tons and 700 pounds of such coal at $2.15 per ton at times and in amounts as shown by the statement of account hereto attached and marked exhibit "A" and made a part hereof. That bring the market price thereof on cars at Dayton Ohio, at the times of delivery thereof as shown by said statement, and bring $96.20 in excess of the price for which they were entitled to receive the same under the said contract with the plaintiff.

On or about the first day of April, A.D. 1899 said Gill and Brun dissolved partnership and said Brun for a valuable consideration assigned and transferred to defendant his entire interest in the said claim they then had against the plaintiff resulting from his said breach of said contract.

Defendant further says that on or about the 28th day of June, A.D. 1899, he tendered plaintiff $3.23 in payment of the difference between their claims as set forth in this action, which plaintiff refused to accept, and returned and demanded payment of $100.13. Therefor defendant asks judgment against the plaintiff for the said sum of $96.20 and interest thereon from the 31st day of January, A.D. 1899.

J. F. Millar, Atty for defendant.

State of Ohio, Union County ss.

J. F. Millar, being first duly sworn, says that he is the attorney, duly authorized in the premises, for the defendant, who is a non-resident of and absent from the said County of Union, and that the facts stated and allegations made in the foregoing pleading are, as he verily believes, true.

J. F. Millar.

Subscribed in my presence and sworn to before me this 20th day of February, A.D. 1900 (seal) J. N. Gosnell, Clerk of Court.

7733 Reply

Sept. 24th, 1900 the following Reply was filed.

Charles K. Davis.

vs.

C. P. Gill

Court Common Pleas, Union County, Ohio.

Now comes plaintiff, Charles K. Davis, and for his reply to defendants cross-petition herein, denies each and every allegation therein contained. Therfore, plaintiff asks for judgment, interest and costs as in his petition herein prayed for.

R. C. Patterson Atty for Plaintiff.

The State of Ohio, Union County ss.

H. P. Rice, being first duly sworn, says that he is the agent of the above named plaintiff, and that the facts stated in the foregoing reply are within his personal knowledge and true as he believes.

H. P. Rice.

Sworn to before me and subscribed in my presence by the said H. P. Rice, this 24th day of Sept. 1900.

(seal) Chas Funhorwood, Clerk of Court.

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7733
Entry

Sept. 24th. 1900. the following Entry was filed:-
Charles K Davis
Vs
C. F. Gill
Court Common Pleas, Union County, Ohio.

This day came the parties herein by their attorneys, also came the following named persons as Jurors, towit:- John Moder, D. N. Chenoweth, Clinton Cox, Geo. Conley, D. J. Scovill, H. J. Strader, Philip Vanderau, J. J. Brannan, Frank Andrews, Nelson Morse, L. F. Carpenter, and H. B. Dull, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence, and after hearing the evidence, argument and charge of the Court, the Jury retired to their room in charge of the Sheriff for deliberation. And now comes said Jury into open Court with their verdict in writing, signed by their foreman and say:- "We the Jury, being duly impaneled and sworn, find on the issues there is due the plaintiff from the defendant on the claim set forth in the petition the sum of $109.38 and we further find on the issues between parties made by the cross-petition and the reply in favor of the plaintiff. Dated Sept. 24th, 1900. J. J. Brannan, Forman.

7733
Motion

Sept. 27th, 1900 the following motion was filed.
Charles K Davis
Vs.
C. F. Gill
Court Common Pleas, Union County, Ohio.

Defendant moves for a new trial for the reason that the verdict is against the weight of evidence and the law.
Millar & Hagers, Attys for defendant.

7733
Notice

Dec. 6th, 1900, the following notice was filed.
Charles K Davis
Vs.
C. F. Gill.
Court Common Pleas, Union County, Ohio.

Plaintiff is hereby notified that on Friday, the 14th day of December, A.D. 1900, at ten o'clock A.M. or as soon thereafter as may be defendant will apply to Hon. Charles M. Melhorn, acting Judge, of said Court at the Court Room in Marysville, in said County and State for an order setting aside the verdict heretofore rendered by the jury upon the trial of said action and granting a new trial thereof, for the reason that said verdict is not sustained by sufficient evidence and is contrary to law. Dated this 21st day of November, A.D. 1900.
John D. Millar, Atty for defendant.

Service of the above notice accepted this 22nd day of November, A.D. 1900.
R. C. Patterson, Atty for Plaintiff.

7733.
Entry

Jany. 10th, 1901 the following Entry was filed.

Charles K Davis

vs.

C. F Gill

Court Common Pleas, Union County, Ohio.

This cause coming on for hearing this 14th day of December 1900, upon the motion of the defendant to set aside the verdict of the Jury and for a new trial therein, the Court upon hearing argument of counsel thereon, and after due consideration thereof overrules the same.

It is therefore considered and adjudged by the Court that the plaintiff recover judgment against the defendant upon the verdict of the Jury herein before rendered for the sum of $109.38 with interest thereon from the date of said verdict, and for costs expended, to-wit, $ —; to all which ruling and judgment defendant duly excepts and fifty days is allowed by the Court for the preparation and allowance of his bill of exceptions.

Attest.

Chas Funhorwood,
Clerk.

7697
Petition

Cleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the Term of September, towit, On September, 14th, A.D. 1900.

Be it remembered that heretofore, towit, on the 7th day of August. A.D. 1899 Mary C. Hawn filed in the Clerks office of said Court the following petition against John L. Newhouse, Walter A. Newhouse, John E. Newhouse, M.D. Langstaff and A. Newhouse, towit:-

7697
Petition

Mary C. Hawn

Vs.

Court Common Pleas, Union County, Ohio.

John L. Newhouse, Walter A. Newhouse, John E. Newhouse, M.D. Langstaff and A. Newhouse,

Plaintiff says she is the owner and holder of the following note of which the following is a true copy.

Oct. 17th, 1893

On or before Nov. 1st, 1897, after date we or either of us promise to pay John E. Newhouse, or order Two Hundred and Fifty Dollars ($250.00) for value received interest at 6% per annum. This note secured by mortgage on real estate.

(Signed) John L Newhouse, Walter A. Newhouse.

(Indorsed by) John E. Newhouse, M.D. Langstaff and A. Newhouse.

That all of said signers and indorsers were on said note when turned over to plaintiff. That on the 28th day of August, 1896, the following indorsement appeared upon said note, "Rec'd on the within note from U.S. Arthur, Nine and 93/100 Dollars. Aug. 28th, 1896. Also on Nov. 25th, 1897 the following indorsement "Paid on the within note $135.00, on the 17th day of Nov. 1897 said note became due, and the aforesaid indorsements were made as above stated, all of the said indorsers knew of the facts and have paid a portion of the same since the same became due, and waived the service of the notice of the same. That there remains due the plaintiff from said makers and indorsers the sum of $185.00 as a balance on said note for which she asks judgment against said John L. Newhouse, Walter A. Newhouse, John E. Newhouse, M. D. Langstaff, and A. Newhouse, with interest from the 4th day of August. 1899.

J.M. Kennedy Atty for Plaintiff.

The State of Ohio, Union County ss.

J.M. Kennedy makes oath that he is the attorney of the above named plaintiff Mary C. Hawn, that the above pleading is founded on a written instrument for the payment of money only, and said instrument is in the possession of affiant and that I believe the foregoing facts are true.

J.M. Kennedy.

Sworn to and subscribed by the said J.M. Kennedy before me this 17th day of August, 1899. (Seal) J.A. Gosnell, Clerk.

To the Clerk:-

Issue summons directed to the Sheriff of Union Co. Ohio for John E. Newhouse, and M.D. Langstaff, and to the Sheriff of Delaware Co. Ohio, for John L. Newhouse, Walter A. Newhouse, and A. Newhouse, returnable according to law, endorsed judgment claimed $185.00 balance on promissory note with interest from Aug. 4th, 1899. at 6% per annum.

J.M. Kennedy, Atty for Plaintiff.

7697 Summons

August 7th, 1899 the following Summons was issued.
The State of Ohio, Union County, ss.
To the Sheriff of Union County:-
You are hereby commanded to notify John E. Newhouse, M. D. Langstaff, Walter A. Newhouse, and John L. Newhouse that they have been sued by Mary C. Hawn, in the Court of Common Pleas, of Union County, and must answer by the 9th day of September, A. D. 1899 or the 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 August A. D. 1899. Witness my hand and the seal of said Court this 7th day of August A. D. 1899. (Seal) J. N. Gosnell, Clerk.

Aug. 18th, Summons returned and filed endorsed:-
The State of Ohio, Union County ss.
Received this writ Aug. 14th, A. D. 1849 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 John E. Newhouse, M. D. Langstaff, Walter N. Newhouse, and John L. Newhouse personally on August, 17th, 1899.
Sheriff's Fees: Service & return $.75 - mileage $3.20, copies $.60 Total $4.75.
J. Ed. Robinson, Sheriff.

7697 Summons

August 7th, 1899 the following Summons was issued:-
The State of Ohio, Union County ss.
To the Sheriff of Delaware County:-
You are hereby commanded to notify John L. Newhouse, Walter A. Newhouse, and A. Newhouse that they have been sued by Mary C. Hawn in the Court of Common Pleas of Union County, Ohio, and must answer by the 9th day of September, A. D. 1899, or the 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 August, A. D. 1899.
Witness my hand and the seal of said Court, this 7th day of August, A. D. 1899. (Seal) J. N. Gosnell, Clerk.

August 18th, 1899 Summons returned and filed endorsed:-
The State of Ohio, Delaware County, ss.
Received this writ August 8th A. D. 1899, at 9 o'clock A. M. and on August 17th, A. D. 1899, I served same by delivering to the within named defendant, Walter Newhouse personally a true and duly certified copy of this writ with all the endorsements thereon, and on the same date I served this writ on the within named defendants, John L. Newhouse and A. Newhouse, by leaving for each of them at their usual place of residence a true and duly certified copy of this writ with all the endorsements thereon.
Sheriff's Fees:- Service and return $.50 docketing $.10 mileage $2.00 copies $.75 postage $.04 Total $3.49
Jacob M. Schaffner, Sheriff.
By William A. Kelly, Deputy.

7697 Summons

7697 Summons

7697 Entry

7697 Entry

7697 Amended Petition

7697 Demurrer

Sept. 11th, 1899, the following demurrer was filed:-

Mary C. Hawn.

Vs.

John L. Newhouse, et. al.

In the Court Common Pleas. Union County, Ohio.

M. P. Laugstaff one of the defendants herein, demurs to plaintiffs petition on the ground that said petition does not state facts sufficient to constitute a cause of action against him.

J. L. Jolliff, Atty for M. P. Laugstaff.

7697 Entry

Sept. 11th, 1899, the following Entry was filed:-

Mary C. Hawn.

Vs.

John L. Newhouse, et. al.

Court Common Pleas, Union County, Ohio.

This day came the defendant, M. P. Laugstaff and moved the Court for leave to file demurrer in the above entitled cause. Thereupon the Court being fully advised in the premises do grant such leave and demurrer filed.

7697 Entry

Sept. 25th, 1899, the following Entry was filed:-

Mary C. Hawn.

Vs.

John L. Newhouse et. al.

Court Common Pleas Union County, Ohio.

This cause came on for hearing on the petition of the plaintiff, the defendants John L. Newhouse, Walter A. Newhouse, John E. Newhouse, and A. Newhouse, being in default for pleading the Court finds for plaintiff as against said defendants, and find that they are indebted to the plaintiff in the sum of One hundred and eighty-five dollars with interest from August 4th, 1899 at 6% per annum. It is therefore considered by the Court that the plaintiff Mary C. Hawn recover from the said defendants John L. Newhouse, Walter A. Newhouse, John E. Newhouse, and A. Newhouse, said sum of One Hundred and Eighty-five Dollars, debt with interest from August 4th, 1899 at 6% per annum and costs taxed at $—. That all matters relating to M. P. Laugstaff in the above action is continued.

7697 Amended Petition

February, 2nd, 1900, the following amended Petition was filed:-

Mary C. Hawn.

Vs.

John L. Newhouse, Walter A. Newhouse, John E. Newhouse, M. P. Laugstaff and A. Newhouse.

Court Common Pleas Union County, Ohio.

Plaintiff says by way of amended petition she is the owner and holder of the following note of which the following is a true copy.

Oct. 17th, 1893.

On or before Nov. 1st, 1897 after date we or either of us promise to pay John E. Newhouse, or order, Two Hundred and Fifty Dollars ($250.00) for value received, interest at 6% per annum. This note secured by mortgage on real estate. (Signed) J. L. Newhouse, Walter A. Newhouse.

(Indorsed by) John E. Newhouse, M. P. Laugstaff and A. Newhouse.

that all of said signers and indorsers were on said note when the same was transferred to the plaintiff. That on the 28th day of August 1896, the following indorsements appear upon said note.- Received on the within note from F. P. Arthur Nine and 93/100 Dollars, August 28th, 1896. Also on Nov. 25th, 1897, the following indorsement.- Paid on the within note $35.00. On the 17th day of Nov. 1897 said note became due and the aforesaid indorsements of $35.00 Dollars was made by the defendant M. F. Saugstaff himself after said note became due, he thereby waiving the notice of demand non-payment &c. under the statute in such cases made and provided. He knew at the time the same was due and notice and demand had not been made. That there remains due the plaintiff from said makers and indorsers the sum of $185.00 as a balance on said note, for which she asks judgment against said J. L. Newhouse, Waller A. Newhouse, John E. Newhouse, M. F. Saugstaff and A. Newhouse, and especially against the defendant M. F. Saugstaff, the defendant demurring in this case with interest from the 4th day of August, 1899.

The State of Ohio, Union County ss.

J. M. Kennedy makes oath that he is the Atty of the above named plaintiff, Mary C. Haven, that the above pleading is founded on a written instrument for the payment of money only, and said instrument is in the possession of affiant and that affiant believes the foregoing facts are true.

J. M. Kennedy.

Sworn to and subscribed by the said J. M. Kennedy before me, this 2nd day of February, A. D. 1900. Seal

J. S. Gosnell, Clerk.

7697 Demurrer

Mar. 3rd, 1900 the following Demurrer was filed:-

Mary C. Haven

Vs.

John L. Newhouse et. al.

Court Common Pleas, Union County, Ohio.

M. F. Saugstaff one of the defendants herein demurs to plaintiff's amended petition on the ground that said amended petition does not state facts sufficient to constitute a cause of action against him.

J. L. Jolliff Atty for M. F. Saugstaff.

7697 Entry

April 3rd, 1900 the following Entry was filed:-

Mary C. Haven

Vs.

John L. Newhouse et. al.

Court Common Pleas, Union County, Ohio.

This cause came on for hearing the day of 1900, on the demurrer of M. F. Saugstaff to the petition, and the Court after hearing argument of counsel and upon due consideration sustains said demurrer to which ruling the plaintiff then and there duly excepted and asked leave of twenty days in which to amend her petition, which leave of Court was duly granted.

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Entry

April 19th, 1900, the following Entry was filed:-

Mary C. Hawn
Vs.
John L. Newhouse, et.al.

Court Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the demurrer filed in this case, and the Court being fully advised in the premises does sustain the same and the plaintiff asked and obtained leave to file a 2nd amended petition in said case within 30 days from this date and said cause stands continued.

7697
Entry

Sept. 14th, 1900, the following Entry was filed:-

Mary C. Hawn
Vs.
John L. Newhouse et.al.

Court Common Pleas, Union County, Ohio.

This cause being heard on the demurrer of M. F. Longstaff one of the defendants herein to the amended petition, the Court on consideration thereof, sustains the same, and the plaintiff asked for and obtained leave to file a second amended petition in said cause within thirty days from this date, and said cause was continued. And the plaintiff having failed to plead further, it is considered by the Court that said defendant M. F. Longstaff go hence without day, and recover from the plaintiff herein his costs expended.

Attest:-
Chas. Funhorwood,
Clerk.

Pleas continued and held at the Court House in Marysville, within and for the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Charles M. Melhorn, Judge of said Court of the Term of September, towit, on December 14th, A.D. 1900.

Be it remembered that heretofore, towit, on the 7th day of August, A.D. 1900, John L. Boylan filed in the Clerks office of said Court the following petition against Kirby Y. Roots, Dorcas B. Roots, and D. H. Ayers, Admr, etc, towit:-

7822 Petition

John L. Boylan.
vs.
Court Common Pleas, Union County, Ohio.
Kirby Y. Roots, Dorcas B. Roots, and D. H. Ayers, Admr.

Your petitioner, John L. Boylan, of Union County, and State of Ohio, respectfully represents to the Court and says, That the plaintiff, together with the said Kirby Y. Roots, a minor under the age of 14 years, and Dorcas B. Roots, who reside in Union County, Ohio, are seized of an estate as tenants in common, in the following lands and tenements, situate in the County of Union, State of Ohio, and Village of Milford Center, and described as follows: Part of Out Lot No. 33. Beginning at the Southwest corner on In Lot No. 35 and on the east line of Pleasant Street; thence Easterly with the South line of In Lots Nos. 35, 34, 33 32, to the Southeast corner of said In Lot No. 32 and Northwest corner of that part of said Out Lot No. 33 owned by the heirs of Dixon Mitchell, deceased; thence Southerly with the West line of said Mitchells heirs land to the North line of Center Street. Thence Westerly with the North line of said Center Street to the East line of said Pleasant Street, thence Northerly with the East line of said Pleasant Street to the beginning. Excepting a lot 45 by 120 feet conveyed to Mahala Reed, and a lot 40 by 120 feet conveyed to H. H. Johnson. Your petitioner further represents that he has the estate in fee simple in the said premises of the undivided one half part thereof. That in the other undivided one half part thereof, said Kirby Y. Roots, has an estate of inheritance subject to the dower estate of his mother the said Dorcas B. Roots. That said defendant D. H. Ayers, is acting as Admr. of the estate of A. B. Roots, deceased, who formerly held title to the said undivided one half of said premises from whom said defendants Kirby Y. Roots, and Dorcas B. Roots derive their title. And your petitioner, desires to hold his said estate in severalty, prays that your petitioners interest in said premises to be set off to him in severalty, and if the same can not be done without manifest injury, then that the said premises be sold, or other order taken, pursuant to the Statute in such case made and provided.

John L. Boylan, Plff, by J. H. Kinkade, Atty.

State of Ohio, Union County ss.

Personally appeared John L. Boylan, who being duly sworn says that the facts stated and allegations in the foregoing pleadings are true as he verily believes.

J. L. Boylan.

Sworn to and subscribed before me this 4th day of August, 1900.

(Seal)

A. L. Scott
Notary Public.

7822 Precipe

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7822 Answer

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Precipe

To the Clerk:-

Issue summons in this case, returnable according to law, against said defendants, Kirby G. Roots (a minor under the age of 14 years) Dorcas B. Roots, and D. H. Ayers, Admr. of the estate of A. B. Roots, deceased, indorsed, Plaintiff demands partition of Out Lot No. 23 in the Village of Milford Center, Ohio, claiming an undivided one half of said premises and will take judgment accordingly if defendants fail to answer.

August 4th, 1900. J. H. Kinkade, Atty for Plaintiff.

7822
Summons

August 7th, 1900, the following Summons was issued:-

The State of Ohio, Union County ss.

To the Sheriff of Union County:-

You are hereby commanded to notify Kirby G. Roots (a minor under the age of 14 years) Dorcas B. Roots, and D. H. Ayers, Admr. of the estate of A. B. Roots, deceased, that they have been sued by John L. Boylan, in the Court of Common Pleas of Union County and must answer by the 8th day of September, A. D. 1900, or the petition of said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 20th day of August. A. D. 1900. Witness my hand and the seal of said Court this 7th day of August. A. D. 1900. (Seal)

Chas Truhorwood,
Clerk.

Sheriff's Return, Aug. 13th, 1900.

The State of Ohio, Union County ss.

Received this writ Aug. 13th, A. D. 1900, 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 Kirby G. Roots, Dorcas B. Roots, and D. H. Ayers, personally on August, 14th, 1900, Kirby G. Roots, being a minor under the age of 14 years a copy was personally handed Dorcas B. Roots, his guardian and mother on August, 14th 1900. Sheriff's fees:- Service and return $.75 mileage $.60 copies .60 Total $3.15.

J. Ed. Robinson, Sheriff.

7822
Entry

Sept. 11th, 1900 the following Entry was filed:-

John L. Boylan.
Vs.
Kirby G. Roots et al.

Court Common Pleas, Union County, Ohio.

It is ordered by the Court that F. F. Arthur, be and he hereby is appointed by the Court, guardian for the suit for Kirby G. Roots, the infant defendant, named in the petition herein; and the said F. F. Arthur appeared in open Court and accepted said appointment.

7822
Answer

Sept. 11th, 1900 the following Answer was filed:-

John L. Boylan
Vs.
Kirby G. Roots et al.

Court Common Pleas, Union County, Ohio.

And now comes F. F. Arthur and as guardian for the suit for the minor defendant Kirby G. Roots, says that he denies all material allegations of the petition prejudicial to said minor defendant.

F. F. Arthur, Guardian ad litem.

The State of Ohio, Union County ss.
D. T. Arthur Guardian ad litem for the above named defendant, swears that he believes the facts stated in the foregoing answer to be true.
D. T. Arthur.
Sworn to before me and signed in my presence this 11th day of September, A.D. 1900. (Seal)
Chas Funhorwood,
Clerk of Courts.

7822 Entry

Sept. 11th, 1900, the following Entry was filed:-
John L. Boylan.
Vs.
Court Common Pleas, Union County, Ohio.
Kirby G. Roots et al.

This cause came on to be heard upon the petition, the answer of the guardian for the suit for said minor defendant, the other defendants, Doreas B. Roots, and D. W. Ayers Administration etc. came in default for answer and demurrer, and the said cause be for hearing as aforesaid, and also upon the pleadings and records the cause, and was argued by counsel, on the condition whereof, and it appearing to the Court that all and every of said defendants have been duly notified of the bringing, pendency, and summons of said action against them, as required by law, and that said plaintiff hath a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in said petition, It is ordered by the Court, on the motion of J. H. Kuckuk Attorney for said plaintiff, that by the oaths of Van Davis, Mike Connor Jr. and J. C. Kennedy, Judicious, disinterested freeholders of the vicinity, upon actual view of the premises, partition be made of said lands in the following proportions, to-wit:- To the said John L. Boylan, the plaintiff one equal one half part thereof, and to the said Kirby G. Roots, subject to the dower estate of the said Doreas B. Roots, therein, the other equal one half part thereof; if the same can be done without manifest injury to the value thereof, and if not that said premises be appraised at the true value thereof in money. And it is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned, and said partition to be made accordingly.

7822 Sheriff's Return.

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7822 Writ of Partition and Dower.

Sept. 11th, 1900 the following Writ was issued:-
The State of Ohio, Union County ss.
To the Sheriff of said County, Greeting:-
We command you that without delay, by the oaths of Van Davis, Mike Connor Jr. and J. C. Kennedy, you cause to be set off and assigned to Doreas B. Roots, widow of A. B. Roots, late of said County, deceased, one full equal third part of the one half part of the real estate hereinafter described, and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union, State of Ohio, and Village of Milford Center, and described as follows:- Part of Out Lot No. 23, beginning at the Southwest corner on In Lot No. 35, and in the East line of Pleasant Street, thence Easterly with the South line of In Lots, Nos. 35, 34, 33 and 32 to the Southeast corner of said In Lot No. 32 and Northwest corner of

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that part of said Out Lot No. 23 owned by the heirs of Dixon Mitchell deceased, thence Southerly with the East line of said Mitchell's heirs land to the North line of Custer Street, thence Easterly with the North line of said Custer Street to the East line of said Pleasant Street to the beginning, excepting a lot 45 by 120 feet conveyed to Mahala Reed, and a lot 40 by 120 feet conveyed to H.H. Johnson." Subject to said Dower estate among the persons named therein, and in the following proportions, to-wit,
To John L. Boylan the undivided one half part,
To Kirby G. Roots, one half part subject to the dower of Dorcas B. Roots.

And if in the opinion of the said Commissioners, said premises cannot be divided by metes and bounds without manifest injury to the value thereof you cause them to appraise the same both subject to and also free from the dower of the said Dorcas B. Roots in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Lenoir, in a certain Petition for Partition and Dower wherein the said John L. Boylan was Plaintiff and Kirby G. Roots, Dorcas B. Roots and D.H. Ayers are defendants, and that your proceedings in the premises you distinctly certify under your hand, to our said Court forthwith. Witness my name, and the seal of the Court of Common Pleas, at the Court House in Marysville, O. this 11th day of September, A.D. 1900,

Seal

Chas C. Tuckerwood
Clerk

7822
Sheriff's Return.

Sept. 14th, 1900, Writ returned and filed endorsed:-
As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Van Davis, Mike Connor Jr. and J.C. Kennedy, free from Dower, 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 said Commissioners herewith returned.

Sheriff's Fees:-

Service	$ .25
Mileage	.80
Executing Writ	1.00
Swearing Com.	.25
Report of Com.	.25
Return	.25
Total	$2.80

Given under my hand this 14th day of September, A.D. 1900.

J. Ed. Robinson,
Sheriff.

Commissioner's Fees:-

Van Davis	$1.00
M.M. Connor	1.00
J.C. Kennedy	1.00
Total	$3.00

Commissioner's Report.

According to the command of the Writ of Partition and Dower in this case issued and on call of the Sheriff of said County, we, the undersigned Commissioners after being first duly sworn, and upon actual view of the premises, do 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 Four Hundred Dollars. ($400.00).

Given under our hands this 14th day of September, A.D. 1900.

Van Davis
M.M. Connor
J.C. Kennedy
} Commissioners.

7822
Entry

Sept. 15th, 1900, the following Entry was filed:-
John L. Boylan
vs.
Kirby Y. Roots et al.
Court Common Pleas Union County, Ohio.

On motion to the Court by J. H. Kinkade, 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, and thereupon the said John L. Boylan, electing to take said estate at the said valuation of said Commissioners, to-wit, the sum of $400.00 payable 1/3 cash, 1/3 in one year and 1/3 in 2 years with 6% interest and secured by mortgage on premises, and he having paid (and secured to be paid to the satisfaction of the Court) to the Sheriff of Union County for the said defendants, their respective proportions of the appraised value thereof, the said estate is hereby adjudged to the said John L. Boylan, and the said Sheriff is ordered by the Court to execute a deed (in fee simple) for the same to the said John L. Boylan, according to the Statute in such case made and provided. And it is further ordered by the Court that the costs and expenses of this suit taxed at $—, and also an attorney fee of $25.00 allowed and to be paid to J. H. Kinkade, attorney for said Plaintiff, be paid within ten days, by the Plaintiff and be taxed one half to the plaintiff and one half to the said defendants, and that of the balance of the said valuation of said premises due to the defendants after payment of costs be held subject to the further order of the Court.

7822
Motion

Sept. 20th, 1900 the following Motion was filed:-
John L. Boylan
vs.
Kirby Y. Roots et al.
Court Common Pleas, Union County Ohio.

Now comes the Plaintiff who represents to the Court that "The Southern Ohio Loan and Trust Company" and Michael Maloney claim to be lien-holders herein. The Plaintiff therefore moves that they be made parties defendant, and be required to set up their respective claims.

7822
Entry

Sept. 20th, 1900, the following Entry was filed:-
John L. Boylan
vs
Kirby Y. Roots et al.
Court Common Pleas Union County, Ohio.

And this cause came on to be heard in the motion of the Plaintiff to make lienholders parties defendant. It is ordered by the Court that the "Southern Ohio Loan and Trust Company" and Michael Maloney be and they hereby are made parties defendant herein and required to set up their respective claims.

7827
Waiver

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Answer

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7822 Waiver — Oct. 17th, 1900. The following waiver was filed:-

John L. Boylan
Vs.
Kirby G. Roots et. al.

Court Common Pleas, Union County, Ohio.

We, the undersigned, hereby waive the issuing and service of process and hereby enter our appearance in the above entitled case, reserving the statutory time for answer,

The Southern Ohio Loan and Trust Company,
By Irving, Cushing and Morse, Attorneys.

7822 Answer — November, 9th, 1900. The following Answer was filed:-

John L. Boylan,
Vs.
Kirby G. Roots et. al.

Court Common Pleas, Union County, Ohio.

Now comes the defendant, Michael Maloney, having heretofore waived the issuing and service of summons and entered his appearance in the above entitled action and files his answer and cross petition,

First cause of action:- The said estate of the said A. B. Roots is indebted to this defendant on a certain promissory note executed and delivered to him by the said A. B. Roots, in his life time of which the following is a copy with all the endorsements thereon,

Milford Center, Ohio, Nov. 6th, 1895.

Twelve months after date I promise to pay Michael Maloney Five Hundred and Forty-nine and 50/100 Dollars, at the Milford Center Bank, interest at 6% value received.

A. B. Roots.

Indorsements.

Nov. 6th, 1896. received on the within note one years interest ($33.00)
Michael Maloney.

Nov. 6th, 1896 received on the within note one years interest ($33.00).
Michael Maloney.

Second cause of action:- In order to secure the payment of said note at the time of making and delivering the same to this defendant, the said A. B. Roots together with Dorcas B. Roots his wife, who then released dower on her part, executed and delivered to this defendant this certain mortgage deed whereby they conveyed to this defendant a full one half interest in the following real estate, Situate in the County of Union and State of Ohio, and in the Village of Milford Center, the undivided one half of-Being lots Nos. 139, 138, 139, 140, 141, 142, 143, 144 and 145 in the H. G. and A. B. Roots addition to the town of Milford Center, also Out Lot No. 23 in the town of Milford Center, excepting out of Lot 23 that part of the same heretofore sold by H. G. and A. B. Roots to Johnson and Reed. The conditions contained in the said mortgage were that if the said A. B. Roots should pay or cause to be paid the promissory note aforesaid then the said mortgage was to be void, otherwise to remain in full force and virtue in law.

The conditions contained in said mortgage have been broken and the same has become absolute and that said note has not been paid.

There is due and remaining unpaid on said note the sum of Five Hundred and Forty-nine and 50/100 Dollars, with interest at 6% from the 6th day of November, 1896. On the 8th day of November 1895, the said

mortgage was left with the Recorder of said County, and was by him on the 2nd day of December, 1895, recorded in Vol. 34 Page 279 of the record of Mortgages for said County. Wherefore this defendant prays that in the event of a sale of the premises in the plaintiff's petition described, that an account may be taken and that he may have judgment on his first cause of action for the sum of $349.50 with interest from the 6th day of November, 1897 and that out of the proceeds of said sale this defendant may be ordered paid the amount found due, and for such other and further relief as is proper.

D.H. Ayers. Atty for Michael Maloney.

State of Ohio, Union County ss.

D.H. Ayers, being first duly sworn says the defendant, Michael Maloney is a non-resident of said County and State and that he is the Attorney of the said defendant, duly authorized in the premises. That the facts stated and allegations contained in the foregoing answer and cross petition are true as he believes.

D. H. Ayers.

Sworn to and subscribed before me this 17th day of October, A.D, 1900.

C.S. Hamilton, Mayor.

7822 Answer

Nov. 9th, 1900, the following Answer was filed:-

John L. Boylan

Vs.

Court Common Pleas, Union County, Ohio.

Kirby G. Roots et al.

The defendant D.H. Ayers now comes and for his separate answer herein says that he is the duly appointed and qualified, administrator of A.B. Roots, deceased who in his life time was the owner of the one half interest in the lands described in the plaintiffs petition. That as such administrator this defendant to pay the debts of A.B. Roots deceased, procured an order of sale from the Probate Court of said County, to sell said deceased's interest in said lands, and afterward at public auction sold said lands but the purchaser failed to pay for the same. This defendant asks an order of this Court when the proceeds of said partition proceedings are paid into Court that the Clerk pay to this defendant so that remains thereof after the costs of the proceedings herein are paid. This defendant says that the said estate of A.B. Roots is still unsettled and that as this defendant believes there is no other source to obtain funds from said estate but from the proceedings herein and that the same is wholly insufficient to pay the debts of said estate.

Wherefore this defendant prays that the Court may direct and order the Clerk of this Court to pay to this defendant as such Administrator whatever sum of money remains after paying the expenses of this case.

D.H Ayers Atty.

State of Ohio, Union County ss.

D.H. Ayers being first duly sworn says the facts stated and allegations contained in the foregoing answer are as he believes true.

D.H. Ayers.

Sworn to before me and signed in my presence this 9th day of November, 1900,

C.S. Hamilton. Mayor.

7822 Entry

7822 Entry

7822 Entry

November 9th, 1900, the following Entry was filed.

John L. Boylan

Vs.

Court Common Pleas Union County, Ohio.

Kirby G. Roots et. al.

This day upon hearing of this cause, it is ordered by the Court, that the funds due to the defendants, be paid to D. H. Ayers as Administrator, and that mortgage liens follow the funds to the Probate Court, and that the mortgages on record be cancelled, and the Clerk is directed to enter the cancellation of the said mortgage liens, and deduct the defendants share of the costs herein.

7822 Entry

December, 14th, 1900, the following Entry was filed.

John L. Boylan

Vs.

Court Common Pleas Union County, Ohio.

Kirby G. Roots et. al.

This cause coming on to be heard, the Court re-affirms former orders in this case, That Sheriff make conveyance of premises to John L. Boylan, plaintiff electing to take same, and the provision as to costs, and that after payment of costs and taxes, the balance due to defendants be paid to D. H. Ayers, as Administrator of A. B. Roots and that mortgage liens of Southern Ohio Loan & Trust Co. and of Michael Maloney follow said funds in the hands of the Administrator to the Probate Court, and that the Clerk of this Court enter cancellation of said mortgages on the mortgage Records.

Attest:

Chas. Funhorwood,

Clerk

Pleas continued and held at the Court House in Marysville, within and for 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 February 7th, A.D. 1901.

Be it remembered That heretofore, to-wit, on the 31st day of October, A.D. 1901, Kemp L. Linville, filed in the Clerks office of said Court the following petition against Theodore B Linville, Mary C. Bay, Harry E. Bay, Benjamin Linville, a minor 11 yrs of age, and Levi Imuffin, to-wit:-

7848 Petition.

Kemp L. Linville

Vs.

Court Common Pleas, Union County, Ohio.

Theodore B. Linville, Mary C. Bay, Harry E. Bay, Benjamin Linville and Levi Imuffin.

The plaintiff Kemp L. Linville says that on or about the 12th day of October, 1895, Pleasy S. Linville late of Union County Ohio, died intestate, seized of an estate in fee simple in the following described real estate in the Counties of Union and Champaign and State of Ohio, and on the waters of Darby Creek, to-wit:-

Being part of Military Surveys 12081 and 12744 in the name of Walter Drummond and bounded and described as follows:- Beginning at a stone S.E. corner of John Corbets land and on the N. side of the railroad land and running N. 22° to with the E. line of said Corbets land, 74 rods and 17 links to a stone the N.E. corner of said Corbets land; thence N. 53° E. along the center of the pike 40 rods and 10 links to a stone; thence S. 37° E. 11 rods and 2 links to a stone corner of John Holycross's land; thence S. 53° W. 64 rods and 9 links to the beginning, containing twenty-four (24) acres and eighty (80) rods more or less. (Book 62 page 564)

The said Pleasy S. Linville left Theodore B. Linville, her widower, who is entitled to dower in said premises, who resides on the premises. The said premises descended to the following persons, only heirs and legal representatives of the said Pleasy S. Linville deceased, subject to said dower, to-wit; the plaintiff Kemp L. Linville, a son of said Pleasy S. Linville, dec'd, and the following persons children of the said Pleasy S. Linville, to-wit; Mary C. Bay (daughter) wife of Harry E. Bay, Benjamin Linville, a minor 11 years old who lives with his father on the premises. The above named parties have the following undivided estate in said premises, subject to the dower interest of said Theodore B. Linville, to-wit:- Kemp L. Linville, the plaintiff, one undivided third part in fee, Benjamin Linville one undivided third part in fee, Mary C. Bay, one undivided third part in fee. The plaintiff says that one Levi Imuffin named as party defendant in this action claims to have some interest by mortgage on the premises described herein, and prays that he be required to answer and show such interest if any he has.

The plaintiff asks that said Theodore B. Linville, widower of said Pleasy S. Linville, Mary C. Bay, and Harry E. Bay, her husband, Benjamin Linville, minor 11 years of age and Levi Imuffin may be made party defendants, to this petition, and the said plaintiff desiring to hold his said interest in severalty, prays that partition, may be made of said premises according to the interest of the parties; and that the dower of the said Theodore B. Linville may be assigned in said premises, or if it shall appear that partition cannot be made without manifest injury, then that the same may be sold, or other order taken pursuant to the Statute in such case made and provided.

D. F. Arthur, Attorney.

7848 Precipe

7848 Summons

7848 Waiver

The State of Ohio, Union County ss.

Kemp L. Linvill, plaintiff being sworn says the statements made and allegations contained in the foregoing petition are true as he verily believes.

Kemp L Linvill.

Sworn to by Kemp L. Linvill before me and signed by him in my presence this 31st day of October, 1900. (Seal) Chas Funkhouser,

Clerk of Court.

7848 Precipe — October, 31st, 1900, the following Precipe was filed:-

Kemp L. Linvill

Vs.

Theodore B. Linvill et al.

Court Common Pleas, Union County, Ohio.

To Clerk:- Issue summons in the above entitled case to Sheriff of Union County, Ohio, for Benjamin Linvill, a minor 11 years of age returnable according to law. F. F. Arthur, Attorney.

7848 Summons — Oct. 31st, 1900, the following Summons issued:-

The State of Ohio, Union County ss.

To the Sheriff of Union County:-

You are hereby commanded to notify Benjamin Linvill, (a minor) 11 years of age that he has been sued by Kemp L. Linvill, in the Court of Common Pleas of Union County and must answer by the 1st day of December A.D. 1900, or the 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 Nov. A.D. 1900. Witness my hand and the seal of said Court, this 31st day of October A.D. 1900. (Seal) Chas Funkhouser,

Clerk.

Nov. 12th, the following Sheriff's Return filed.

The State of Ohio, Union County ss.

Received this writ Nov. 1st, A.D. 1900, at one o'clock P.M. and served same by delivering a true and certified copy of this writ with all of the endorsements thereon to Benjamin Linvill personally on Nov. 7th, 1900. The said Benjamin Linvill being a minor 11 years of age and having no guardian a copy was served on his father Theodore B. Linvill by leaving the same at his usual place of residence on Nov. 7th, 1900.

Sheriff's Fees:- Service and return $.65 - mileage $2.08 copies $.30 Total $3.03

J. Ed. Robinson, Sheriff.

By Allen Haines, Deputy.

7848 Waiver — Nov. 12th, 1900, the following Waiver filed:-

Kemp L. Linvill

Vs.

Theodore B. Linvill et al.

Court Common Pleas, Union County, Ohio.

We, the undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby voluntarily enter our appearance herein.

Theodore B. Linvill

Kemp L. Linvill

Ledi Linville,

Mary C. Bay and Harry E. Bay.

7848
Answer

Dec. 17th, 1900, the following Answer filed:-

Kemp L. Linvill.
Vs.
Theodore B. Linvill et.al.

Court Common Pleas, Union County, Ohio.

The defendant Theodore B. Linvill for answer to the petition herein, says that he is the widower of Mary J. Linvill, deceased, and is entitled to dower in the premises described in said petition, as therein alleged. He further says that in case said premises cannot be partitioned as prayed for in the petition, he hereby waives the assignment of dower to him in said premises by metes and bounds, and asks that he receive from the proceeds of the sale of said premises a fair compensation for his said dower interest. He says he was born on the 23rd day of April A.D. 1844, and is now 56 years old.

T. B. Linvill.

The State of Ohio, Union County ss.

Theodore B. Linvill the above named defendant being duly sworn says the facts stated in his foregoing answer are true as he verily believes.

T. B. Linvill.

Sworn to before me by said Theodore B. Linvill, and by him subscribed in my presence this 17th, day of December, 1900.

(Seal) Chas Funhorwood,
Clerk.

7848
Motion

Dec. 29th, 1901, the following Motion filed:-

Kemp L. Linvill
Vs.
Theodore B. Linvill et.al.

Court Common Pleas Union County, Ohio.

Now come all the parties hereto except, Benjamin Linvill, (infant), both the plaintiff and the defendants, and move the Court that the premises in the petition herein described be sold for cash.

Kemp L. Linvill, Theodore B. Linvill,
Levi Snuffin, Mary C. Bay.

7848
Entry

Jan. 14th, 1901, the following Entry filed:-

Kemp L. Linvill
Vs
Theodore B. Linvill et.al.

Court Common Pleas, Union County, Ohio,

It appearing to the Court that the defendant, Benjamin Linvill, is a minor under the age of 14 years, and has been duly and legally served with summons herein, on motion of the plaintiff, James E. Robinson, is hereby appointed Guardian for the suit for said minor defendant. And now comes the said James E. Robinson, and in open Court accepts said appointment and files the answer of said minor defendant.

7848
Answer

Jan. 14th, 1901, the following Answer filed.

Kemp L. Linvill
Vs.
Theodore B. Linvill et.al.

Court Common Pleas, Union County, Ohio.

The defendant, Benjamin Linvill by James E. Robinson, his Guardian ad litem appointed by this Court, for answer to the petition filed in this case, says that he is of tender years, and ignorant of the matters in said petition set forth, and prays the protection of the Court in the premises.

January, 14th, 1901. James E. Robinson, Guardian ad litem for Ben. Linvill.

7848
Entry

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Writ of Partition

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7848 Entry

Jan, 14th, 1901, the following Entry filed:-

Kemp L Linvill

vs.

Theodore B. Linvill et al.

Court Common Pleas, Union County, Ohio.

This cause came on to be heard upon the petition of Kemp L Linvill, the answer of Theodore B. Linvill, widower, and the answer of the Guardian ad litem for Benjamin Linvill, an infant defendant, and the exhibits; on consideration whereof, and it appearing to the satisfaction of the Court, that all the parties have had due notice of the pendency and demand of the said petition as required by law, and that the petitioner has a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made, it is ordered by the Court, that by the oaths of Shepherd Clark, Walter Bales, and Samuel Waddel, three judicious, disinterested freeholders of the vicinity, one full and equal third part of the lands in said petition described, be assigned and set off to the said Theodore B. Linvill, as his dower estate; and that by the like oaths of the same persons partition be made of said lands subject to said dower estate in the following proportions, towit:- To Kemp L Linvill one equal third (⅓) part.

To Mary C. Bay, wife of Harry E Bay, one equal third (⅓) part.

To Benjamin Linvill one equal third (⅓) part; if the same can be done without manifest injury to the premises; and if in their opinion the dower cannot be assigned and a division so made 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 that a writ of partition issue to the Sheriff of this County, commanding him to cause said dower to be assigned, and said partition to be made in accordance with this order.

7848 Writ of Partition

Jan, 15th, 1901, the following Writ of Partition & Dower issued

The State of Ohio, Union County ss.

To the Sheriff of said County, Greetings:-

We command you that without delay, by the oaths of Shepherd Clark, Walter Bales and J.P. Davis, you cause to be set off and assigned to Theodore B. Linvill (widower of Mary S. Linvill, 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 Counties of Union and Champaign, and State of Ohio and on the waters of Darby Creek, towit:- Being part of Military Surveys 12081 and 12744 in the name of Walter Dunn and bounded and described as follows: Beginning at a stone S.E. corner of John Corbit's land and on the N. side of the railroad land, and running N. 22° with the E. line of said Corbit's land 74 rods and 17 links to a stone the N.E. corner of said Corbit's land; thence N. 53° E. along the center of the pike 40 rods and 10 links to a stone; thence S. 36° E 11 rods and 2 links to a stone, corner of John Holycross's land; thence S. 53° W. 64 rods and 9 links to the beginning, containing twenty four (24) acres and Eighty (80) rods more or less. subject to said dower estate among the persons named herein and in the following proportions, towit:-

To Mary C. Bay, wife of Harry E. Bay, one third part.

To Krump L Linvill one third part.
To Benjamin Linvill one third part, and if in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same free from the dower of the said Theodore B. Linvill 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 Krump L Linvill, Plaintiff and Theodore B. Linvill 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 Marysville, this 15th day of Jan, A.D. 1901.

Seal

Chas C Rathorwood,
Clerk.

7848 Writ

7848 Returns

Jan, 18th, 1901 Writ returned and filed endorsed:-
As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Shepherd Clark, Walter Bales, and J.F. Cavis, causing dower to be assigned and partition to be made of the premises in said Writ describd; 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 hereunto returned.

Sheriff's Fees:-

Service	$.30
Mileage	2.00
Executing Writ	1.00
Swearing Com.	.30
Report Com.	.30
Return	.30
Total	$4.20

Commissioners Fees:-

Shepherd Clark	$1.00
Walter Bales	1.00
J.F. Cavis	1.00
Total	$3.00

Given under my hand this 17th day of Jan. A.D. 1901.
S.F. Burnham, Sheriff.

Commissioners' Report.

Krump L Linvill
Vs.
Theodore B. Linvill et al.

Court Common Pleas, Union County, Ohio.

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 at $65.00 per acre or ($1592.50) Fifteen Hundred and Ninety-two and 50/100 Dollars.

Given under our hands this 17th day of January, A.D. 1901.

S. Clark
Walter Bales
J.F. Cavis.
} Commissioners.

7848 Answer

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7848
Answer

Jan. 18th, 1901 the following Answer was filed:-
Kemp & Linvill
Vs.
Court Common Pleas. Union County, Ohio.
Theodore B. Linvill et. al.

For answer to the petition herein, the said defendant, Levi Imuffin Jr. says that Pleasy Linvill now deceased and T. B. Linvill her husband, on the 13th day of December 1894 did make their certain joint and several promissory note in writing of that date, and did then deliver the same to Levi Imuffin and thereby promise to pay to the said Levi Imuffin or his order the sum of Nine Hundred ($900) in one year after the date thereof, which period has elapsed; and this defendant further says that to secure the payment of said promissory note and the money secured thereby the said Pleasy Linvill and T. B. Linvill her husband, by their certain deed of mortgage, of even date with said promissory note, duly executed and delivered to the said Levi Imuffin, did convey to him the said Levi Imuffin his heirs and assigns forever, all of said real estate in the petition herein described, to have and to hold, the same to him, the said Levi Imuffin his heirs and assigns forever, which said deed of conveyance had a condition thereunder written, whereby it was provided that whereas the said Pleasy Linvill and T. B. Linvill have this day executed and delivered to said Levi Imuffin their certain joint and several promissory note of even date thereto calling for Nine Hundred ($900) Dollars due one year after date with interest at seven per cent. Now if the said T. B. Linvill and Pleasy Linvill or either of them shall pay or cause to be paid said note together with the interest thereon when the same shall become due and payable according to the terms and tenor of said promissory note, then these presents to be void, otherwise to be and remain in full force and virtue. And this defendant further says that the said Levi Imuffin caused said mortgage to be deposited with the Recorder of said County of Union, at his office on the 13th day of Dec, 1894, at Eleven o'clock A. M. for record, and the same was thereupon duly recorded in the records of mortgages in said County, and that no part of the money mentioned in said promissory note and mortgage has been paid. And this defendant further says that on the 2nd day of March, 1899 the said Levi Imuffin, mortgagee and payee aforesaid, did for a valuable consideration sell and transfer by indorsement on the back thereof, the said joint and several promissory note herein described, and did also transfer, set over and assign, the mortgage deed herein described, to this defendant, and that this defendant caused said assignment of said mortgage deed to be duly recorded, in the mortgage records of said County of Union. And this defendant further says that there is due and unpaid on this said note and mortgage the sum of Nine Hundred ($900) Dollars with interest thereon at seven per cent. from the 13th day of Dec, 1899. Wherefore this defendant asks that out of the proceeds of the sale of said real estate herein, his said note and mortgage with the interest, be paid in full and for all proper relief.

Levi Imuffin Jr.

State of Ohio.
Champaign County ss.

Sworn to and subscribed before me this 17th day of January, 1901

Seal.

J. A. Willis.
Notary Public.

7848
Entry

February 5th, 1901, the following Entry filed.
Krump L. Linvill
Vs.
Theodore B. Linvill et al.
Court Common Pleas, Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff, and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, And it appearing from said report that said estate could not be divided by meles and bounds, and said dower assigned, without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at the price of $15 per acre, total amounting to the sum of $1592.50 free from the dower estate of Theodore B. Linvill, 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.

7848
Entry

February, 7th, 1901, the following Entry filed.
Krump L. Linvill
Vs.
Theodore B. Linvill et al.
Court Common Pleas, Union County, Ohio.

This day this cause coming on to be further heard and it appearing to the Court, that the said Krump L. Linvill, has elected to take the said premises at their appraised value, it is ordered, by the Court, on good cause shown that the purchase price of $1592.50 be paid in cash, and that the said estate be and it hereby is, adjudged to him; and the Sheriff is ordered, thereupon to make and execute to him a conveyance thereof. And the Court coming now to distribute the proceeds of said estate, it is ordered that the said purchaser pay to the Sheriff the amount of $1592.50 and the Sheriff pay as follows:- First- To the Treasurer $10.10 being the taxes and penalty due on said premises. Secondly- To the Clerk of this Court, the costs of this action, (including counsel fee of $30.00 to F.F. Arthur and $2.00 stamps for deed) the sum of $86.26 - Thirdly- To Levi Snuffin on his answer the sum of $972.45. Fourthly- To Theodore B. Linvill, widower as his dower herein the sum of $295.53 - Fifthly- To the Plaintiff, Krump L. Linvill, the sum of $75.82 and to the defendant Mary C. Bay the sum of $75.82 and to the defendant Benjamin Linvill, (minor) the sum of $75.82 in full of their respective rights herein; and the Clerk is ordered and directed to enter a release on the margin of the Mortgage Record of Union County, Ohio, held by Levi Snuffin as set up in his answer in this case.

Attest.
Chas. Funhorwood
Clerk

Pleas continued and held at the Court House in Marysville, within and for the Tenth 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, towit, on January 29th, A.D. 1901. Be it remembered that heretofore, towit, on December, 22nd, A.D. 1900, Mary Hush filed in the Clerk's office of said Court the following petition against, W. H. Loveless, S. E. McEntire, Elbert Bonnett, John H. Hush, and J. R. Dodge, Trustees of New Dover Methodist Episcopal Church Property, towit:-

7862
Petition

Mary Hush

Vs.

Court Common Pleas, Union County, Ohio.

W. H. Loveless, S. E. McEntire, Elbert Bonnett,
John H. Hush, and J. R. Dodge, Trustees of New Dover
Methodist Episcopal Church Property,

Plaintiff is in actual possession of the following real estate situated in the Village of Dover, County of Union, and State of Ohio, and known as the Methodist Episcopal Church Property, towit:- Beginning at the N.W. corner of Lot No. 14 in the village of Dover; thence N. 2° W. to the S. line of the Henderson heirs (or Sarah Rus) thence in a Westerly direction with said line to a stake, 2° W. of N.W. corner of Lot No. 16 thence S. 2° E. to N.W. corner of said lot No. 16, thence E. with N. line of Lots Nos. 15 & 16 to the place of beginning, containing one half acre more or less, part of Survey 5135.

The plaintiff says that the defendants are the duly elected and qualified Trustees of said New Dover Methodist Episcopal Church Property, That said Methodist Episcopal Church is a voluntary association for religious worship and unincorporated. That heretofore towit, September, 1898, said Trustees above named defendants, then acting as Trustees under legal election and qualification by said Church Society, at a regular meeting of the Society of said Church, held in its usual place of meeting, pursuant to notice sent to each member by resolution of said Society, said Trustees were authorized and empowered, to sell and did sell, said premises heretofore described for the object and purpose of using the proceeds thereof in the purchase and erection of a new Church Property, in which to worship all of which has been done, That said Trustees named as defendants through ignorance of the law, in relation of conveyancing such property failed to obtain an order of the Court, authorizing the same, That in November 1900, at a regular quarterly conference of said Church in New Dover, said quarterly conference by its proper officers further confirmed said sale, of September, 1898. of said Church property. That upon this foregoing statement of fact, the plaintiff herein brings her action. Plaintiff prays that the defendants, W. H. Loveless, S. E. McEntire, Elbert Bonnett John H. Hush, and J. R. Dodge, Trustees as aforesaid of said Methodist Episcopal Church Property of said society may be compelled to make a deed to this plaintiff for said premises so by them sold as aforesaid, and in case of failure by said Trustees or any one of them to make such deed, then that the decree hereinafter to be rendered operate as such conveyance, and that the title of this plaintiff may be further quieted in the property described herein, and all other and proper relief as she may be entitled in the premises.

F. F. Arthur, Attorney.

The State of Ohio, Union County ss.

Mary Hush, the plaintiff being duly sworn says the facts and allegations in her foregoing petition are true as she believes,

Mary Hush.

Sworn to before me and signed in my presence by said Mary Hush, this 22nd day of December, 1900,

J. Eddleblute, Justice of the Peace.

7867 Waiver

We, the undersigned named as parties defendant in the foregoing case hereby waive the issuing and service of process upon us and enter our appearance to the same.

John A. Hush,
S. E. McGuire,
J. R. Dodge.
E. V. Bonnett,
H. H. Loveless.

7867 Entry.

Jan. 29th, 1901, the following Entry was filed:—

Mary Hush,
vs.
H. H. Loveless, S. E. McGuire, Elbert Bonnett,
John A. Hush, J. R. Dodge, Trustees of New
Dover, M. E. Church Property.

Court Common Pleas, Union County, Ohio.

Now comes the plaintiff by her attorney, 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. The Court further find that at the time of bringing this action, the said plaintiff was in possession of the real property described in the petition, and that she had the equitable and legal title in, and was entitled to the possession of the same, that neither the defendants in person or Trustees nor any one of them have any estate, 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, as prayed for in her petition. It is therefore ordered, adjudged and decreed that the title and possession of the said Mary Hush, to all and singular the premises in the petition described, be and the same hereby are quieted as against the defendants in their own person and as Trustees, and each and every one of them, and all person claiming under them or any of them, and they and hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of said Mary Hush, her heirs and assigns thereto, and that the defendants pay the costs of this action.

Attest:—
Chas Pinkerwood,
Clerk.

7868 Petition

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Pleas continued and held at the Court House in Marysville, within and for the Ruth Judicial Dietrict 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, towit, on January 27th, A.D. 1901.

Be it remembered that heretofore towit, on November, 16th, A.D. 1900, Samuel McElroy filed in the Clerks office of said Court, the following petition against Jacob, M. Holden et. al, towit:-

7853
Petition

Samuel McElroy

Vs. Court Common Pleas, Union County, Ohio.

Jacob. M. Holden, Nancy C. Holden, David H. Chenoweth, Ruth Chenowrth, Charles McElroy and Ida D. McElroy.

"On the 23rd day of July, A.D. 1886, in consideration of six thousand one hundred Dollars, the defendants Jacob M. Holden and Nancy C. Holden, who were then and still are husband and wife, sold to the defendant, David H. Chenoweth, the following described real estate, towit;- Situated in the County of Union, in the State of Ohio, and in the Township of York, in Surveys No. 12542 and 12124 and bounded and described as follows, viz, beginning at a stone South-west corner of Eliza Davis' land and in the Westerly line of Survey No. 12542; thence with said line North fourteen and one half degrees east, ninety-nine and twenty hundreth poles to a stake and three bushes, northwest corner to said Eliza Davis' land, and in the Greenville Treaty line, Thence with said line South eighty-one degrees west, ninety-six and sixty hundreth poles to a stake in the center of the McCreek Road, Thence with the center of said road south eight degrees west, one hundred and ten poles to a stake in the center of said road, Thence north eighty-two degrees east, one hundred and eight and four hundreth poles to a stake, Thence north fourteen and one half degrees, east fifty one poles to a stake in the Southerly line of Eliza Davis land, Thence with said line South eighty degrees west, thirty-five poles to the place of beginning, containing 73.7 acres of land,

Also the following piece of land,- Beginning at a stake in the southeast corner of the James Mills farm, thence South fourteen and one half degrees west, eight and forty hundreth poles to a stake, on the South bank of Fulton's Creek, Thence north sixty degrees west, twelve poles to a stake in said bank of Fulton's Creek, Thence north sixty nine degrees west, six poles to a stake in the north line of lands conveyed by Lewis Mills to George McCreek on the 12 th day of March, 1874, Thence north eighty-two degrees, east twenty-one poles to the place of beginning, containing 45 hundredths of an acre,

Also the following piece of land; being part of lot number three (3) in the sub-division of the estate of Eliza Davis late of said County deceased, and being in York Township in said County, Beginning at a stone at the most westerly corner of original survey No. 12542 and in the Greenville Treaty line; thence with said line (true meridian course) north eighty seven and three sevenths degrees east three and nine hundredths poles to a stone and brick northwesterly corner to lot No. one (1) of said sub-division, Thence with the westerly line of said lot No. one (1) south seventeen and one half degrees, west ninety-eight and seventy-five hundredths poles, and parallel to the westerly line of said survey to a stone, (witness a small brick north 83 degrees, & five and one half feet) Thence south eighty three degrees west thirty nine poles to a stone, in the westerly line of said survey; thence

with said line north seventeen and one half degrees, east ninety-nine and seventy-five hundredth poles to the beginning. Containing 32 acres of land, more or less being the same premises conveyed to said Jacob. M. Holden by George D. Davis and J. L. Davis, on the 21st day of September, 1883, deed recorded in Book No. 57 page 340 of Union County Record of Deeds."

On said day said defendants Jacob. M. Holden and Nancy C. Holden executed and delivered to the defendant David H. Chenoweth, a deed conveying said premises to him, which deed was left for record with the Recorder of Union County in the State of Ohio, on the 10th day of January, A.D. 1887, and was by said Recorder duly recorded in volume 6 at page 130 of the records of deeds of said County. Said deed was duly executed by the grantors and their signatures thereto were by each of them respectively duly acknowledged, before two witnesses and a proper officer, and the same is in all respects in due form save and except that the Justice of the Peace, one Dan. P. Rumble of the County of Champaign, and State of Ohio, before whom said Jacob M. Holden appeared and acknowledged the signing of said deed, through inadvertence failed to certify that he had so acknowledged having signed the same, but wrote on the paper on which said deed was written the following words:- "Jacob M. Holden signed this deed in presence of me this 23rd day of July, 1886. Dan P. Rumble J. P. in and for the County of Champaign State of Ohio."

On the 31st day of October, A.D. 1887 said David H. Chenoweth, and the defendant, Ruth Chenoweth, his wife, duly conveyed said real estate by deed to the defendant Charles McElroy, and on the 5th day of August, A.D. 1889, said Charles McElroy and the defendant Ida F. McElroy, his wife, duly conveyed the same by deed to the plaintiff, who now owns and is in possession of the same. The said Jacob. M. Holden and Nancy C. Holden departed from the State of Ohio, in the year A.D. 1888 and since then have resided continually near Toronto in the State of Kansas. The said defendants David H. Chenoweth and Ruth Chenoweth departed from the State of Ohio, about ten years ago, and their whereabouts is unknown to the plaintiff though he has made diligent endeavor to ascertain the same.

Plaintiff therefore prays that said defect in said deed may be found to have resulted by reason of inadvertence of said Justice of the Peace, and may be ordered corrected upon the record thereof, and for all proper equitable relief.

Miller & Hagerl, Atty's for Plaintiff.

State of Ohio, Union County ss.

Now comes Samuel McElroy, who being duly sworn according to law deposes and 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.

Samuel McElroy.

Sworn to before me and subscribed in my presence this 13th day of November, A.D. 1900.

(Seal)

J. F. Millar,
Notary Public.

7853 Affidavit

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7853 Waiver

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7853 Affidavit

Nov. 16th, 1900, the following Affidavit was filed.
Samuel McElroy.
Vs. Court Common Pleas Union County, Ohio.
Jacob. M. Holden et. al.

Now comes the plaintiff Samuel McElroy, who being first duly sworn, makes oath and says that service of summons cannot be made in this State on the defendants Jacob. M. Holden, and Nancy C. Holden, that the residence of the defendants, David H. Chenoweth, and Ruth Chenoweth is unknown to plaintiff and can not be ascertained, and that the case is one of those mentioned in section five thousand and forty-eight of the Revised Statutes of Ohio.

Samuel McElroy.

Sworn to before me and subscribed in my presence this 13th day of November, A.D. 1900.

J. F. Millar, Notary Public.

7853 Waiver

Nov. 16th, 1900, the following Waiver was filed:-
Samuel McElroy.
Vs. Court Common Pleas, Union County, Ohio.
Jacob. M. Holden et. al.

Now come the defendants, Charles McElroy and Ida F. McElroy and waive the issue and service of summons for and upon them in the above entitled action, and hereby voluntarily enter their appearance therein for all proceedings therein up to and including the final hearing upon the merits thereof.

Charles McElroy.
Ida F. McElroy.

7853 Legal Notice

Jan. 10th, 1901, the following Legal Notice was filed:-
Jacob. M. Holden and Nancy C. Holden, who reside near Toronto Kansas, and Daniel H. Chenoweth, and Ruth Chenoweth whose place of residence is unknown, are hereby notified that on Nov. 16th, 1900, Samuel McElroy filed in the Court of Common Pleas, of the County of Union and State of Ohio, a petition, being case No. 7853, wherein he is plaintiff and they and Charles McElroy and Ida, F. McElroy are defendants, the object and prayer of which petition is to correct a certain deed for the conveyance of 96.15 acres of real estate in York Township, Union County, Ohio, executed July 23rd, 1886, and recorded in Vol. 61 at page 130 of Union County Record of Deeds, wherein Jacob. M. Holden and Nancy C. Holden, are grantors and said David H. Chenoweth is grantee; and the said defendants are further notified that unless they appear and plead, answer or demur to said petition on or before January, 14th, 1901, the matter stated in said petition will be taken as confessed and decree entered thereon accordingly.

Samuel McElroy, by his Attys.
Millard & Wagers.

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 22nd day of Nov. 1900, and continued therein 6 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Worden.

Sworn to before me this 9th day of Jan, 1901,

(Seal) W. H. Wagers, Notary Public.

Printers Fee $14.00.

7853 Entry

January, 17th, 1901, the following Entry filed:-

Samuel McElroy

vs. Court Common Pleas, Union County, Ohio.

Jacob. M. Holden et. al.

This cause came on to be heard on the plaintiffs petition and evidence, and the Court upon due consideration thereof finds that the defendants Charles McElroy and Ida F. McElroy waived the issue of summons and duly entered their appearance herein, and that the defendants Jacob. M. Holden Nancy C. Holden, David H. Chenoweth, and Ruth Chenoweth, are non-residents of the State of Ohio, and have been duly served by publication, as provided by law, and all of said defendants being in default of answer and demurrer, the Court upon due consideration finds that the facts stated in said petition are thereby confessed by them to be true, and further finds that there has been an omission inadvertently made in a deed for the conveyance of real estate described in the petition, dated July 23rd, 1886, and recorded in Volume 61 at page 130, Union County Record of Deeds, wherein the said Jacob. M. Holden and Nancy C. Holden, were grantor and David H. Chenoweth, grantee, in that the Justice before whom the said Jacob. M. Holden acknowledged having signed said deed failed to certify that he had so acknowledged: and good cause being shown why an order correcting said error should be made, the same is hereby allowed, and the said deed is corrected so that the certificate of the Justice before whom the said Jacob M. Holden acknowledged having signed said deed shall be in due form and according to law which the Court finds to have been the true and manifest intention of the parties. It is therefore ordered and adjudged that the certificate of the said Justice of the Peace to said deed be corrected so as to show that the signature of said Jacob. M. Holden, thereto was duly acknowledged by said Jacob M. Holden, before him, and that upon filing of this order as required by law, the said deed have full force and effect as if no such omission had ever existed.

Duncan Dow, Judge of said Court.

Attest.

Chas Ruhlenwood.

Clerk.

7907 Petition

7907 Answer

Pleas continued and held at the Court House in Marysville, within and for the Tenth 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, towit:- on January 23rd, A.D. 1901.

Be it remembered that heretofore, towit, on January 23rd, A.D. 1901, Anna M. Piel, filed in the Clerk's office of said Court, the following petition against R. E. Robinson, towit:-

7907 Petition

Anna M. Piel
Vs.
R. E. Robinson

Court Common Pleas, Union County, Ohio,

There is due plaintiff from defendant, on a certain promissory note the original with all credits and indorsements thereon, is hereto attached, marked exhibit "A" and made part of this petition, the sum of Six Hundred and Seventy Five Dollars, which she claims with interest at the rate of six per cent. per annum from the 7th day of May, A.D. 1898, Therefor plaintiff prays judgment against said defendant, for the said sum of Six Hundred and Seventy Five Dollars, with interest thereon at the rate of Six per cent per annum from the 7th day of May A.D. 1898, and for costs of suit.

Exhibit "A".

$675.00 Elma, Mercer Co. O. 5/7/98.

On the 7th day of November, 1899, we or either of us promise to pay to the order of Anna M. Piel, the sum of Six Hundred and Seventy Five Dollars, payable at The Piqua Natl Bank, Piqua, Ohio, for value received with six per cent. per annum from date payable annually. (Cognovit Clause)

Attest: John Kramer — R. E. Robinson.

State of Ohio,
County of Miama ss.

A. H. DeTarr, Attis for Plaintiff.

A. H. DeTarr 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 affiants possession; and that the statements contained in the foregoing petition are true, as affiant believes.

A. H. DeTarr.

Sworn to before me and subscribed in my presence, this 23rd day of Jan. 1901. (Seal)

Chas Funkhouser, Clerk.

7907 Answer

Jan. 23rd, 1901, the following Answer filed

Anna M. Piel
Vs.
R. E. Robinson

Court Common Pleas, Union County, Ohio.

I, F. F. Arthur, an attorney at law in the several Courts of Record in this State, by virtue of the Warrant of Attorney annexed to the foregoing petition, do hereby enter the appearance of said defendant, in this suit and waive the issuance and service of process, herein, and confess judgment in favor of said Plaintiff against said defendant, on the note, which is attached to and mentioned in said petition for the sum of Seven Hundred and Ninety Eight Dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein, and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

F. F. Arthur, Atty for defendant.

7907
Judgment

Jan. 23rd, 1907, the following judgment filed:-

Anna H. Peil

Vs.

A.E. Robinson

Court Common Pleas, Union County, Ohio.

This day came the plaintiff by her attorney; also came F. F. Arthur an attorney-at-law of this Court, on behalf of the defendant, and by virtue of a Warrant of Attorney duly executed by said defendant, and now produced to the Court, and the original is filed with the Clerk of this Court, entered the appearance of said defendant, waived the issuance and service of process, in this action, and with the assent of the Plaintiff confessed that the said defendant, is justly indebted to the said plaintiff in the sum of Seven Hundred and Ninety Eight ($798.00) Dollars, and also released and waived all exceptions errors, and right of appeal herein.

It is therefore considered by the Court, that the said plaintiff recover from said defendant the said sum of Seven Hundred and Ninety Eight Dollars together with her costs herein expended taxed at $4.71.

Attest:

Chas Funhorwood.

Clerk.

7827.
Petition

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Pleas continued and held at the Court House in Marysville. within and for the Tenth 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 Feb. 5th, 1901. A.D. F. O. Penny, filed in the Clerks office of said Court. the following petition against. The Village of Richwood. to-wit:-

7827. Petition

Frank O. Penny.

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

The Village of Richwood

Defendant is a municipal duly organized under the laws of the State of Ohio.

On the 12th. day of July, A.D. 1900. and for a long time previous thereto. the sidewalk abutting upon a certain public street in said village, known as Blagrove Street. which sidewalk was much traveled and used by the citizens of said village and the public generally, was allowed to become and continue out of repair and dangerous became of a dangerous hole therein containing loose and broken bricks. of all of which defendant had due notice, and yet permitted said hole to be and remain open. exposed and unguarded. On the night of said day plaintiff was lawfully walking upon said sidewalk. and decidentally. and without fault on his part. stepped into said hole upon said loose and broken bricks. whereby he was greatly bruised. wrenched. sprained and permanently crippled in his left leg and foot. to his damage in the sum of ($5000.00) five thousand Dollars. for which he asks judgement.

Miller & Wagers. Attys for plaintiff.

7827. Summons

Aug 18th 1900. The following Summons was issued.

The State of Ohio. Union County. Ohio

To the Sheriff of Union County.

You are hereby commanded to notify The Village of Richwood. that they have been sued by F. O. Penny. in the Court of Common Pleas of Union County, and must answer by the 8th day of Sept. A.D. 1900. or the petition of the said plaintiff will be taken as true. and judgement rendered accordingly.

You will make due return of this summons on the 20th day of August A.D. 1900.

Witness my hand and the seal of said Court. this 11th. day of August A.D. 1900.

Seal

Chas Penhorwood. Clerk.

7827. Return

Aug 18th, 1900. The following return made and filed endorsed.

The State of Ohio. Union County. ss.

Sheriffs Return.

Received this writ Aug 13th A.D. 1900. at 1 oclock P.M. and served by delivering a true and certified copy of this writ with all of the endorsements thereon to J. L. Jolliff. Mayor of the village of Richwood. personally on August 17th 1900. Service & Return 50ct Mileage $2.56 Copy 15ct Total $3.21 J. Ed Robinson. Sheriff.

7827.
Answer

Sep 8th 1900 The following Answer filed.
Frank O Penny.
vs. In the Court of Common Pleas. of Union County Ohio
The Village of Richwood.

Now comes the defendant, The Village of Richwood and for its answer to the petition says:

It admits that it is a municipal corporation, duly incorporated under the law of Ohio.

The defendant denies each and every other allegation and averment in the petition contained.

The defendant further says; that if the plaintiff received injuries as stated in his petition it was by reason of his own carelessness and negligence directly contributing thereto.

Wherefore, having fully answered, the defendant asks to go hence without day and to recover its costs herein expended.

Cameron & Cameron.

The State of Ohio Union County ss.

J.L. Jolliff being first duly sworn says; that he is the Mayor of the village of Richwood, defendant and that the defendant is a municipal corporation and that the affiant believes the allegations in the foregoing answer to be true.

J.L. Jolliff.

Sworn to before me and signed in my presence this 7th day of Sep. 1900. (Seal)

John W. Crawford. Notary Public.

7827.
Reply.

Sep 22. 1900 The following Reply filed
Frank O. Penny.
vs. Court Common Pleas. Union County. Ohio.
The Village of Richwood

Plaintiff denies each and every allegation contained in Defendant's answer herein filed.

Miller & Wagers. Attys for Plt.

State of Ohio, Union County Ohio. ss.

Now comes the plaintiff, F.O. Penny, who being first duly sworn, makes oath and says that the allegations made in his reply herein are as he verily believes, true

F.O. Penny.

Sworn to before me and subscribed in my presence this 21st day of September, A.D. 1900 (Seal)

W.H. Wagers.
Notary Public.

7827
Entry

January, 30th, 1901, the following Entry filed:-
F.O. Penny
vs.
The Village of Richwood
Court Common Pleas. Union County. Ohio.

This day came the parties herein by their attorneys, also came the following named persons as jurors, to wit:- E.L. Rinehart, W.A. Bond, H.S. Haines, G.B. Romine, Chas. A. Moran, Alfred Amerine, Jasper Graham, Chas. Davis, D.J. Lovell, M.D. Doty, and H.L. James, who were duly impaneled and sworn according to law;

and thereupon the cau came on for hearing on the pleadings and the evidence, and the said jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 8:30 o'clock,

7827 Entry — Jan. 31st, 1901, the following Entry filed.

F. O. Penny
Vs.
The Village of Richwood,

Court Common Pleas, Union County, Ohio,

This day again came the said parties by their attorneys and also came the jury heretofore impaneled and sworn, and the trial proceeded. And the said jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 8:30 o'clock,

7827 Entry — Feb. 1st, 1901, the following Entry filed:-

F. O. Penny
Vs.
The Village of Richwood,

Court Common Pleas, Union County, Ohio.

This day again came the said parties by their attorneys, also came the jury heretofore impaneled and sworn, and the trial proceeded, And the said jury having heard all the testimony in this cause, said cause was continued until Monday, Feb. 4th, 1901, at 1 o'clock P.M.

7827 Entry — Feb. 4th, 1901, the following Entry filed:-

F. O. Penny
Vs.
The Village of Richwood,

Court Common Pleas, Union County, Ohio.

This day again came the said parties by their attorneys and also came the jury heretofore impaneled and sworn and the trial proceeded, And the said jury having heard all the testimony in this cause, and the argument of counsel, said cause was continued until Tuesday, Feb. 5th, at 8:30 o'clock, A. M.

7827 Entry — Feb. 5th, 1901, the following Entry filed:-

F. O. Penny
Vs.
The Village of Richwood,

Court Common Pleas, Union County, Ohio.

This day again came the said parties by their attorneys, and also came the jury heretofore impaneled and sworn and the trial proceeded, And the said jury having heard all the evidence, the argument of counsel, and the charge of the Court, retired to their room for deliberation, in charge of the Sheriff. And now comes said jury into open Court, with their verdict in writing signed by their Foreman, and say:-

"We, the jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the defendant.

(Dated Feb. 5th, 1901.)

J. J. Lovell, Foreman.

7827
Motion

Feb. 5th, 1901, the following Motion filed:-

P. O. Penny,

Vs.

Court Common Pleas, Union County, Ohio.

The Village of Richwood.

Plaintiff moves the Court to vacate and set aside the verdict of the jury and to grant a new trial herein for the following errors occurring during the trial of said cause, and excepted to by plaintiff at the time, towit:-

(1) The Court erred in rejecting evidence offered by plaintiff.
(2) The Court erred in admitting evidence offered by defendant, and objected to by plaintiff at the time.
(3) The Court erred in charging the jury.
(4) The Verdict is against the weight of the evidence and contrary to law.

Miller & Hagers, Attys for Plaintiff.

7827
Entry

Feb. 5th, 1901, the following Entry filed:-

P. O. Penny

Vs.

Court Common Pleas, Union County, Ohio.

The Village of Richwood,

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

It is therefor considered by the Court, that the said defendant go hence, without day, and recover from the plaintiff its costs herein expended taxed at $-.

Plaintiff excepts to said ruling and judgment and is allowed fifty days from this date in which to prepare and present for allowance his bill of exceptions.

Attest.

Chas. E. Richardwood,
Clerk

7696
Petition

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Pleas continued and held at the Court House in Marysville, within and for 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 March, 13th, A.D. 1901.
Be it remembered that heretofore, to wit, on August 4th, A.D. 1899, Albert Carr filed in the Clerk's office of said Court the following petition against The Toledo and Ohio Central Railway Company, to wit:-

7696 Petition

Albert Carr.
Vs. Court Common Pleas, Union County, Ohio.
The T. & O. C. R. R. Co.

The plaintiff says: The above named defendant is a corporation duly incorporated under the laws of Ohio, and on the 16th day of December, 1897 owned and operated a certain railroad known as The Toledo and Ohio Central Railroad, with the track, cars, locomotives, and other appurtenances thereto belonging. The line of the defendants said Railroad, passes through the Village of Marysville in this County, Main Street in said Village is one of the principal thoroughfares of said town passing through its central portion in a north and south direction. The line of the said defendants railroad crosses said Main Street in the thickly populated portion of said village, the railroad running east and west and crossing the said Street at nearly right angles. At the place of said crossing a sidewalk is laid for the use of pedestrians along the west side of said Street. Said street at the place of said crossing is much frequented and used by the traveling public, and pedestrians are constantly passing and repassing along said sidewalk over the said crossing, all of which was well known to the defendant and its agents and servants at the time of committing the wrongs and grievances hereinafter to be named. At the place of said crossing the defendant has caused four tracks to be laid for the accommodation of its business all of which cross said Street running East and West. A person approaching said crossing from the north would first reach a track that is used for the accommodation of a large flouring mill that is erected on the East margin of said Street and immediately north of said first track, the second track reached would be a track that is used for the accommodation of the coal trade, a coal office and coal-houses being erected and standing on the East margin of said Street between the said first and second tracks; the third track reached is a track that is used by defendant as its sidetrack, and the fourth and last track, reached is the main track of the defendants railroad.
On the date last above named the plaintiff was lawfully passing along and upon the sidewalk on the West side of Main Street approaching the said crossing from the north, it was after dusk in the evening and getting quite dark but the electric lights were not yet thrown on, as the plaintiff was thus approaching the said crossing the defendant by its agents and servants negligently, carelessly and wantonly started to push back one of its trains of freight cars on its main track and at the same time by means of a pole or some other appliance to the plaintiff unknown, connected with the cars on the main track and certain freight cars on the side track, began to push back toward said crossing another body of freight cars on the side track, making two moving bodies of freight cars coming rapidly and noiselessly from the east toward the said crossing, the cars on the sidetrack being pushed a short distance in advance of the cars on the main track, the defendant by its agents and servants having full knowledge of the usually crowded

condition of said street and knowing that persons were constantly passing and repassing thereon, recklessly, negligently and wantonly neglected to place any of its employees or other person on the rear of either of said moving bodies of cars, or to have any one on the same to give signals or warnings or to control or manage either of said moving bodies of cars. no bell was rung, lights displayed or signal of any kind given, but one engine was used and from the darkness of the hour it was impossible to tell from the crossing which track the engine was upon, and under these conditions the said two moving bodies of cars were rapidly and noiselessly rushed down to and over the said crossing,

The plaintiff being wholly unaware of the approach of either of said moving bodies of cars continued on to go over the said crossing and passed the first three tracks in safety, the cars on the side track passed rapidly behind him and while the plaintiff's attention was momentarily diverted by the rush of said cars on the side track and being without knowledge that there were any cars on the other track, he had just reached the last and main track, when he was struck by the rear end of the moving cars on that track, and thrown with great force and violence under the moving train on said main track and was pushed and dragged under said moving cars a distance of about thirty five feet, by means of which the bones in the plaintiffs foot and ankle were broken, his ribs broken and torn loose, his head, limbs and body greatly bruised and lacerated, also injuries to his internal organs and nervous system to such an extent that the plaintiff was confined to his room for a period of more than three months, was caused to suffer great pain and anguish of body and mind, and has ever since been and now is disabled from performing manual labor or doing work of any kind. The plaintiff was also put to great expense for medicine, medical attention and nursing, and has been lamed and crippled for life, constantly enduring pain and suffering on account of said injuries. The plaintiff says that he was without fault on his part, but said injuries were received wholly on account of the negligence, and recklessness of the defendant in the manner hereinbefore stated. The plaintiff says that by means of said several grievances he has sustained damages in the sum of ten thousand dollars. ($10,000.).

Therefore the plaintiff prays judgment against the said defendant for the said sum of ten thousand dollars, his damages so as aforesaid sustained, and for all proper relief.

Cameron & Cameron, Attys for Plaintiff.

The State of Ohio, Union County ss.

Albert Carr, plaintiff being first duly sworn says that he is the plaintiff in the above entitled case and that the facts stated and allegations made in his foregoing petition are true as he verily believes,

Albert Carr.

Sworn to before me and signed in my presence this 4th day of August 1899.

J. A. Gosnell,
Clerk of Court.

(Seal)

Precipe.

Clerk:-

Issue summons for the defendant to Sheriff of Union County indorse amount claimed $10,000.00.)

7696 Summons

7696 Demurrer

7696 Entry

7696 Answer

7696 Summons

Aug. 4th, 1899, the following Summons issued:-
The State of Ohio, Union County ss.

To the Sheriff of Union County,-

You are hereby commanded to notify The Toledo and Ohio Central Railway Company that they have been sued by Albert Carr, in the Court of Common Pleas, of Union County and must answer by the 2nd day of September, A.D. 1899, or the 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 August, A.D. 1899.

Witness my hand and the seal of said Court, this 4th day of August, A.D. 1899.

Seal

J.N. Gosnell, Clerk.

August 5th, 1899. Summons returned and filed endorsed:-

The State of Ohio, Union County ss.

Received this writ August, 5th, A.D. 1899, 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 Gamble Shields, personally, Ticket Agent of the within named defendant Railroad Company, who has charge of the Ticket Office situated in said County. The President of said Company having no residence or place of business in said County, The principal business office of said Company not being kept in said County, on August 5th, 1899.

Sheriff's fees:- Service & return $.50 mileage $.16 copy $.15 Total $.81

J. Ed. Robinson, Sheriff.

7696 Demurrer

Sept. 2nd, 1899, the following Demurrer filed.

Albert Carr
Vs.
The T. & O.C. R.R. Co.

Court Common Pleas, Union County, Ohio.

Now comes the above named defendant, and demurs to plaintiff's petition, for the reason that the facts stated and allegations in said petition are not sufficient to constitute a cause of action against this defendant.

Doyle & Lewis, Atty's for Defendant.

7696 Entry

Dec. 1st, 1899, the following Entry filed:

Albert Carr
Vs.
The T. & O.C. R.R. Co.

Court Common Pleas, Union County, Ohio.

This day came the parties and this cause came on to be heard upon the demurrer of the defendant to the petition, On consideration whereof the Court being fully advised in the premises overrules said demurrer, to which ruling the defendant excepted.

Thereupon defendant asked and had leave of Court to answer in twenty days.

7696 Answer

Dec. 27th, 1899, the following Answer filed.

Albert Carr
Vs.
The T. & O.C. R.R. Co.

Court Common Pleas, Union County, Ohio.

Now comes the above named defendant, and for answer to Plaintiff's petition says:- That the defendant admits that it is a corporation duly incorporated under the laws of the State of Ohio.

and on the 15th day of December, 1897, owned and operated a certain Railroad known as the Toledo and Ohio Central Railroad, with the tracks, cars, locomotives and other appurtenances thereto belonging; that this line of railroad passes through the Village of Marysville in said County, and crosses said Main Street in said Village, the railroad running substantially East and West and crossing the said street at nearly right angles, that at the place of said crossing a sidewalk is laid for the use of pedestrians, along the West side of said Street that the defendant has four tracks across said Street; that the South track is the main track of defendants railroad, and the other tracks lying North thereof are sidetracks,

The defendant denies each and every other allegation in plaintiffs petition contained.

The defendant further answering says that the injuries received by plaintiff were caused by his own carelessness and negligence, directly contributing thereto,

Therefore defendant having fully answered, prays to be hence dismissed with its costs,

Doyle & Lewis Atty's for defendant.

State of Ohio, Lucas County ss.

Charles D. Lewis being duly sworn says that he is one of the attorneys of the above named defendant, Corporation, and that the facts stated and allegations made in the foregoing answer are true as he believes.

Charles D. Lewis.

Sworn to before me and in my presence subscribed this 26th day of December, 1899,

Seal

Frederick B. Williard,
Notary Public.

7696 Entry

7696 Reply

Sept. 6th, 1900, the following Reply filed:-

Albert Carr
vs.
The T. & O.C.R.R.Co.

Court Common Pleas, Union County, Ohio.

Now comes the plaintiff and for his reply to the answer of the defendant says:- He denies that the injuries set forth in his petition were caused by his own carelessness and negligence contributing thereto. Therefore the plaintiff prays, as he has already prayed in his petition.

Cameron & Cameron, Attys for Plaintiff.

The State of Ohio, Union County ss.

J.L. Cameron, being first duly sworn says that he is one of the attorneys for the plaintiff duly authorized in the premises, that the plaintiff is now absent from said County of Union, and that affiant believes the allegations in the foregoing reply to be true,

J.L. Cameron,

Sworn to before me and signed in my presence this 6th day of Sept. 1900.

Seal

Chas Ruhenbold,
Clerk of Court.

7696 Entry

Sept. 10th, 1900, the following Entry filed.

Albert Carr
vs.
The T. & O.C.R.R.Co.

Court Common Pleas, Union County, Ohio.

On motion the Court grants leave to file reply instanter and done,

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7696 Entry — Jan. 22nd, 1901, the following Entry filed:-

Albert Carr
Vs.
The D. & O. C. R. R. Co.

Court Common Pleas Union County, Ohio.

This day came the parties herein by their Attorneys, also came the following named persons as Jurors, to-wit:- E. L. Rinehart, W. R. Bond, H. G. Haines, G. B. Romine, Chas. A. Moran, Alfred Amerine, Jasper Graham, Chas. Davis, P. J. Lovell, Byron Galloway and H. L. James, who were duly impaneled and sworn according to law, and thereupon the case came on for hearing on the pleadings and evidence, and the said jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 8:30 o'clock.

7696 Entry — Jan. 23rd, 1901, the following Entry filed.

Albert Carr
Vs.
The D. & O. C. R. R. Co.

Court Common Pleas, Union County, Ohio.

This day again came the said parties by their Attorneys and also came the Jury heretofore impaneled and sworn and the trial proceeded and the Jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 8:30 o'clock.

7696 Entry — Jan. 24th, 1901, the following Entry filed

Albert Carr
Vs.
The D. & O. C. R. R. Co.

Court Common Pleas, Union County, Ohio.

This day again came the said parties by their Attorneys, and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard all the testimony adduced in this case, and the argument of counsel in part, said cause was continued until tomorrow morning at 8:30 o'clock.

7696 Entry — Jan. 25th, 1901, the following Entry filed:

Albert Carr
Vs.
The D. & O. C. R. R. Co.

Court Common Pleas, Union County, Ohio.

This day again came the said parties by their Attorneys and also came the Jury heretofore impaneled and sworn and the trial proceeded. And the said Jury having heard all the evidence, the argument of counsel, and the charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes said Jury into open Court with their verdict in writing signed by their foreman, and say:-

"We, the jury, being duly impaneled and sworn, and affirmed, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant, at the sum of Nine Hundred and Fifty Dollars.

P. J. Lovell, Foreman.

(Dated Jan. 25th, 1901)

7696 Motion

Jan. 26th, 1901, the following Motion filed
Albert Carr.
vs.
The T. & O.C.R.R. Co.
Court Common Pleas, Union County, Ohio.

Now comes the defendant and moves the Court to set aside the verdict and grant a new trial for the following reasons:-
1st. The Court erred in overruling the several motions of the defendant to direct the Jury to bring in a verdict for the defendant. - 2nd. Said verdict is against the wright of the evidence, - 3rd. Said verdict is contrary to the law and evidence.
4th - The Court erred in admitting evidence objected to by the defendant.
5th - The Court erred in rejecting evidence offered by the defendant.
6th - The Court erred in refusing to charge the jury as requested by the defendant.
7th - The Court erred in its charge to the Jury.
8th - The damages allowed by the jury are excessive and seem to have been given through bias or prejudice, - 9th - Because of errors of law occurring at the trial and excepted to by the defendant.

7696 Entry

Jan. 28th, 1901 the following Entry filed:-
Albert Carr
vs.
The T. & O.C.R.R. Co.
Court Common Pleas, Union County, Ohio.

This day came the defendant, and submitted their motion in writing to set aside the verdict found in this case, for reasons assigned in said motion, and also for a new trial, And the Court having been fully advised in the premises, overruled said motion to which ruling of said Court, the said defendant, then and there excepted, and on defendant's consent, defendant is hereby given 50 days, time to reduce its exceptions to writing, and file a Bill of Exceptions Herein.

7696 Entry

Jan. 28th, 1901, the following Entry filed.
Albert Carr
vs.
The T. & O.C.R.R. Co.
Court Common Pleas, Union County, Ohio.

The Jury on a former day of this term having rendered their verdict in favor of the plaintiff in the sum of Nine Hundred and Fifty Dollars, and a motion for a new trial having been overruled by the Court, It is therefor considered, ordered and adjudged, by the Court that the said plaintiff recover from the said defendant, The Toledo and Ohio Central Railway Company, the said sum of Nine Hundred and Fifty Dollars, as heretofore by the verdict of the Jury found due him, together with his costs herein expended.

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Entry

March 13th, 1901, the following Entry filed.

Albert Carr

Vs.

The T. & O. C. R.R. Co.

Court Common Pleas, Union County, Ohio.

The defendant by its attorneys, having heretofore presented its certain bill of exceptions taken at the trial of this case, and it being found by the Court, that the same has been duly submitted to the opposite counsel for examination and to the trial Judge for his signature and allowance within the respective times required by law, and that the said bill of exceptions is true and correct the same is now this 13th, day of March, 1901 allowed, signed, and sealed, and on motion it is hereby made part of the record in this case, but not to be spread at large thereon.

And thereupon the said bill of Exceptions was duly filed by the defendant.

Attest. Chas. Funkhouser,
Clerk

Pleas continued and held at the Court House in Marysville, within and for the Tenth 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 April, to-wit: on May, 1st. A.D. 1901. Be it remembered that heretofore, to-wit: on December, 12th, A.D. 1899, Joshua Richardson, Guardian of Clark Richardson filed in the Clerks office of said Court, the following petition against B.F. Parson et. al. to-wit:-

Joshua Richardson, Guardian of Clark Richardson, an imbecile.

7747 Petition

Vs.

B. F. Parson and Vene Parson, his wife,

The plaintiff says that he is the duly appointed and qualified Guardian of Clark Richardson, who is an imbecile, and wholly incompetent and unfit to do ordinary business, and so wholly unfit and incompetent to make any contract or deed of conveyance, of any of his lands or other property, and has been so unfit and incompetent for more than two years last past, and was so incompetent and unfit to make any contract or deed of conveyance on the 20th day of March, 1899.

That on said 20th day of March, 1899 the said Clark Richardson was the owner of and was seized in fee simple of the following lands and tenements situate in the County of Union, and State of Ohio, and bounded and described as follows: Situated in Washington Township, being a part of Survey No. 12,112 beginning at a stone in the Ridgway and Pennsylvania road, north west corner of Cordelia Mayberry's land; thence with the north line of said survey South 79½° E 64 80/160 poles to a stone, corner to George Bailey's land; thence South 10½° E. 74 3/10 to a stone in the north line of B. F. Reeves' land; thence N. 79½° E 21 1/10 poles to a stone corner to B. F. Reeves' land; thence S. 10½° E. 36 25/100 poles to a stone; thence N. 79½° E. 43.65 poles to a stone corner to Cordelia Mayberry's land; thence north 10½° E. 100.25 poles to the place of beginning; containing thirty-six (36) acres of land more or less,

Also the following land in said County of Union, and State of Ohio, in Survey No. 12112 and bounded as follows:- to-wit: beginning at a stone in the center of the Ridgway and Pennsylvania road, corner to C.C. Mayberry's land; thence with the north line of said Survey S. 79½° E. 19.69 poles to a stone; thence South 10½° E. 100.25 poles to a stone, thence North 79½° E. 19.69 poles to a stone; thence North 10½° East 100.25 poles to the place of beginning, containing fourteen acres more or less;"

That the said Vene Parson is the wife of B.F. Parson,

That the defendant, B.F. Parson well knowing that said Clark Richardson was incompetent and unfit to make any contract or deed of conveyance by reason of imbecility, did on said 20th day of March, 1899, come to the House of John Ward, in whose care and custody said imbecile was, and fraudulently and unlawfully induced said Clark Richardson to go with said B.F. Parson to his home, under pretense of a visit to the home of said Parson, and after getting said imbecile at his home, he, Parson by fraud, and by false representations, and undue influence, persuaded and induced said Clark to execute and deliver to said defendant a deed for the premises above described, conveying the same to said defendant in fee simple, the said Parson having a Notary Public all ready at his home to prepare said deed and take the acknowledgment

7747 Precipe

7747 Summons

of said Clark thereto. That said Parson in said deed, as the consideration of the same agreed to pay to said Clark, the sum of $500.00, and board, clothe, and care for said Clark in health and sickness, medicine, and doctor when sick, kind treatment and all necessaries for his health and comfort during the natural life of said Clark. That said Parson when he so made these false and fraudulent representations to said Clark, knew that said Clark, was already in the care and custody and keeping of John Ward, and his wife who is a Sister of said imbecile under a contract of some years standing to maintain said Clark as long as he said Clark should live. That said Parson has never paid or tendered any part of said consideration, and claims that he was not bound to, and did not intend to pay him, Clark, any part of said $500, and never offered or tendered him any part whatever of said money. That the deed was executed as aforsaid on March 26th, 1899. That on March 28th, 1899, application was made by the plaintiff, who is a brother of said Clark, to have him declared an imbecile, and have a guardian appointed for him to take charge of his person and estate, and that the question of the soundness of his mind, was duly tried, heard and investigated, and said Clark was duly found and declared to be an imbecile by the Probate Court of this County, and plaintiff was then duly appointed Guardian of said imbecile, and received his letters of guardianship of said Clark on April 25th, 1899.

The plaintiff as such Guardian asks judgment that the deed so obtained be ordered to be delivered up, and cancelled, his said wife debarred from dower, and that plaintiff as such Guardian recover of said defendant, said real estate so fraudulently obtained, and the title adjudged to the plaintiff; and plaintiff asks such other and further relief as is warranted by the facts herein stated.

Porter & Porter, Attys for Plaintiff.

The State of Ohio, Union County ss.

John L. Porter, being duly sworn makes oath, that he is one of the Attorneys for the plaintiff in the case duly authorized, That the plaintiff is a non-resident of said County of Union, That affiant believes the facts stated in the foregoing petition to be true.

John L. Porter.

Sworn to by John L. Porter before me and signed by him in my presence this 12th day of December 1899. (Seal)

J. N. Gosnell, Clerk of Court.

7747
Precipe

To Clerk:-

Issue a summons against B. F. Parson and Vine Parson, directed to the Sheriff of Hardin County, Ohio, against defendants returnable according to law. Endorse "Action to set aside deed, and recover real estate."

Fee deposited.

Porter & Porter, Attys for Plaintiff.

7747
Summons

December, 12th, 1899, the following Summons issued:-

The State of Ohio, Union County ss.

To the Sheriff of Hardin County,-

You are hereby commanded to notify B. F. Parson, and Vine Parson, that they have been sued by Joshua Richardson, Guardian of Clark Richardson, an imbecile, in the Court of Common Pleas of Union County, and must answer by the 13th day of January, A. D. 1900, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 23th day of December, A. D. 1899. Witness my hand and the seal of said Court, this 12th day of December, a. D. 1899. (Seal)

J. N. Gosnell, Clerk.

Endorsed:- "Ins action for to set aside deed, and recover real estate".

Sheriff's Return — On December 16th, 1899, the above summons was returned and filed endorsed:- The State of Ohio, Hardin County ss. Received this writ Dec. 13th, A.D. 1899, at 5 oclock P.M. and served same by delivering to B.F. Paxson and Vene Paxson personally true and certified copies of this writ, with all the endorsements thereon and this writ returned Dec. 15th, 1899. Sheriffs Fees:- Service & return .50 additional dfty, 15 mileage $2.00 copy .50 Total $3.15

L.A. Gusley, Sheriff.
By H. H. Eccles. Deputy.

7747 Answer — Joshua Richardson, Guardian &c.
Vs.
B. F. Paxson et. al.

Court Common Pleas Union County, Ohio.
Answer. (Filed Jan. 11th, 1900.)

1. Now come the defendants herein, and for answer say that they admit that the plaintiff is the duly appointed and qualified Guardian of Clark Richardson, and that said appointment was made April 25th, 1899; and that on the 20th day of March, 1899 said Clark Richardson, was the owner of and was seized in fee simple of the lands and tenements described in the plaintiffs petition; that Vene Paxson is the wife of B.F. Paxson, and deny each and every other material allegation in plaintiffs petition.

2. These defendants especially deny that they, or either of them, had any knowledge of the imbecility or incompetency and unfitness of said Clark Richardson, to make any contract on the 20th day of March, 1899, or that he was already in the care, custody, and keeping of John Ward, and his wife under contract to maintain said Clark, as long as he, (the said Clark) should live, or that they, or either of them, fraudulently and wrongfully, and by fraud and false representation and undue influence, persuaded and induced said Clark Richardson to execute and deliver said deed to them, but on the contrary say that it was done fairly and after due consideration on the part of Clark Richardson, and that said deed was executed only after a full and fair understanding on his part as to its contents and effect, and that at the time of its execution and delivery he, the said Clark Richardson, was competent, of sound mind, and perfectly able to transact such business, and make and deliver said deed, and did fully and thoroughly understand, and was perfectly satisfied with the same, at the execution and delivery thereof, and is, as these defendants believe, yet fully satisfied with the same.

3. That said consideration was put in said deed only to make the same valid, and was so understood by all parties thereto.

4. The defendants say they were at the time said deed was delivered, and always have been since, and are now ready and willing to perform each and every part of their agreement in the consideration of said deed set forth. Wherefore, and by reason of the premises, these defendants say that plaintiff is not entitled to the relief prayed for by him, and pray judgment against the plaintiff for costs, and all proper relief.

C.M. Keller & D. J. Southard, Attys for defendant.

State of Ohio, Hardin County ss.

B. F. Paxson, being duly sworn, says that the allegations in the aforesaid pleading are true as he believes.

B.F. Paxton,

Sworn to and subscribed before me this 9th day of January, 1900.

Seal

F. M. Marshall, Notary Public, Hardin Co. O.

7747 Entry — Joshua ... B.F. Pa... imbre... heirs-a... partie...

7747 Entry — Dec. 2... Joshua ... B.F. P... servic... the d... petit... H. T... Jaze... Lizz...

7747 Precipe — Dec. ... Joshu... B.F. ... entit... Vene... and ... John... for C... humba... accor...

7747 Summons — Dec. ... The ... Now ... Lizzie ... Joshu... and, ... of the ... accor... 7th ... said ... Judge... The Sta...

7747 Entry — Joshua Richardson, Guardian &c.
Vs.
B.F. Paxson et. al. — Court Common Pleas, Union County, Ohio.

Entry- Filed Sept. 18th, 1900.

This day the death of Clark Richardson, an alleged imbecile is suggested, and leave is granted to plaintiff to make the heirs-at-law, and the personal representatives of said Clark Richardson, parties herein, and cause continued.

7747 Waiver — Dec. 24th, 1900, the following Waiver was filed:-
Joshua Richardson
Vs.
B.F. Paxson et. al. — Court Common Pleas, Union County, Ohio.

We, the undersigned, hereby waive the issuing and service of summons, and other process, and enter our appearance in the above entitled case, and the action in which this supplemental petition is filed, and waive all questions as to time.
H. M. Snell, J. Richardson, Mariah Hughs, Aaron Richardson Jane Ward, John Ward, Carrie Fowler, D. H. Fowler, B. H. Snell, Siggie Dillie and Joshua Richardson,

7747 Precipe — Dec. 24th, 1900, the following precipe was filed.
Joshua Richardson,
Vs.
B.F. Paxson et. al. — Court Common Pleas, Union County, Ohio.

To Clerk:- Issue summons in the above entitled case to Sheriff of Logan County, Ohio, for B.F. Paxton and Vene Paxson, (his wife) Sally Marmon and Mat. Marmon, (her husband) and to the Sheriff of Hardin County, Ohio, for Minnie Bird and Johnson Bird, (her husband,) and to the Sheriff of Union County, Ohio, for Portius J. Paxson, Siddie Williams, (widow) Siggie Fry and Joseph Fry, her husband, all parties above defendants in above entitled case, returnable according to law, Porter & Porter, Atty's for plaintiff

7747 Summons — Dec. 24th, 1900, the following Summons was issued:-
The State of Ohio,
Union County, To the Sheriff of Union County:-

You are hereby commanded to notify Portius J. Paxon, Siddie Williams, (widow) Siggie Fry and Joseph Fry, her husband, that they have been sued by Joshua Richardson, in the Court of Common Pleas, of Union County, and must answer by the 26th day of January, A.D. 1901, or the 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 January, A.D. 1901, Witness my hand and the seal of said Court this 24th day of December, A.D. 1900.

(Seal) Chas. C. Funhorwood, Clerk.

Indorsements: "In action to set aside deed and recover real estate."

Sheriff's Return.

The State of Ohio, Union County ss.

Received this writ December 24th, A.D. 1900, 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 Lizzie Fry and Joseph Fry personally, to Portius Paxson and Siddie Williams by leaving copies at their usual places of residence on Dec. 26th, 1900.
Sheriff's Fees:- Service & return $.95 mileage $3.20 copies $.60 Total $4.75
J. Ed. Robinson, Sheriff.

7747 Summons — Dec. 24th, 1900, the following Summons was issued:-
The State of Ohio, Union County ss.
To the Sheriff of Hardin County:-
You are hereby commanded to notify Primie Bird and Johnson Bird, her husband, that they have been sued by Joshua Richardson in the Court of Common Pleas of Union County, Ohio, and must answer by the 26th day of January A.D. 1901, or the 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 January, A.D. 1901. Witness my hand and the seal of said Court this 24th day of December, A.D. 1900
Seal — Chas. Inchorwood, Clerk,
Indorsements:- "In action to set aside deed and recover real estate."
The State of Ohio. Sheriff's Return.
Hardin County, ss. — Received this writ Dec. 26th A.D. 1900, at 1 o'clock P.M. and served same by leaving a true and certified copy of this writ with all of the indorsements thereon at the usual place of residence of Primie Bird and Johnson Bird, her husband, on Dec. 26th, 1900, and writ returned 12-28-1900. Sheriff Fees:- $2.60 Received my fees in full.
C. J. Griffith, Sheriff.

7747 Summons — Dec. 24th, 1900, the following Summons was issued:-
The State of Ohio, Union County:
To the Sheriff of Logan County:-
You are hereby commanded to notify B. F. Paxson, Vina Paxson, (his wife,) Sally Marmon, Mat. Marmon, (her husband) that they have been sued by Joshua Richardson in the Court of Common Pleas of Union County, and must answer by the 26th day of January, A.D. 1901, or the 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 January, A.D. 1901. Witness my hand and the seal of said Court this 24th day of December A.D. 1900.
Seal — Chas Inchorwood Clerk
Indorsements:- "In action to set aside deed and recover real estate."
Sheriff's Return.
The State of Ohio, Logan County ss.
Received this writ Dec. 25th, A.D. 1900, at 2 o'clock P.M. and served same by leaving certified copies hereof at the usual places of residence of B.F. Paxson, Vina Paxson, and Mat. Marmon, and by delivering a certified copy hereof to Sally Marmon personally, December 28th, 1900. Sheriff's Fees:- Service & return $.35 add. defts $.45 - return $.35 - mileage, $2.88 copy $.48 Total $4.31 Paid by Joshua Richardson Admr.
Presley Shaw, Sheriff.
By E. H. Shaw, Deputy.

7747 Entry — Jan. [illegible]
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7747 Supplemental Petition as amended — Dec. [illegible]
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7747 Entry

Jan. 15th, 1901. the following Entry was filed:-

Joshua Richardson, Guardian &c.

Vs.

B. F. Paxson et. al.

Court Common Pleas, Union County, Ohio.

This day the plaintiff herein asked and obtained leave to amend instanter, his original supplemental petition heretofore filed in this case, and the Court also gave him leave, in said amendment to utilize and use his supplemental petition, or so much thereof, as he desired; reasonable notice to be given to S. J. Southard, at Bellefontaine, O attorney for some of the defendants.

7747 Supplemental Petition as amended

Dec. 13th, 1900, Supplemental Petition filed, and amended and refiled Jan. 15th, 1901.

Joshua Richardson, late Guardian of Clark Richardson, an imbecile, now deceased, and now the duly appointed and qualified, administrator on the estate of said Clark Richardson, deceased, --Plaintiff

Court of Common Pleas, Union County, Ohio.

Vs.

B. F. Paxson, and Vene Paxson, his wife, Portius J. Paxson, Siddie Williams, Lizzie Fry and Joseph Fry, her husband, Sally Marmon, and Matthew Marmon, her husband, Primie Bird and Johnson Bird, her husband, Henry B. Snell, William Snell, Carrie Snell-Fowler, and David Fowler, her husband, Aaron Richardson, Mariah Hughs, widow, Washington Richardson, Elizabeth Dillie, widow, Jane Hard and John Hard, her husband, and Joshua Richardson, --- Defendants.

The plaintiff says:- That since the filing of his original petition herein, the said Clark Richardson, who was the ward of plaintiff, at the date of filing said original petition, died, towit:- said Clark Richardson died on or about May 27th, 1900. And this plaintiff is now the duly appointed and qualified administrator, on the estate of said Clark Richardson, deceased; and the plaintiff says, that since the filing of said petition, towit in the latter part of June, 1900, Hannah Paxson, who was a sister, and heir-at-law of said Clark Richardson, also died, leaving as her children and heirs-at-law, the said B. F. Paxson, Portius J. Paxson, Siddie Williams, Lizzie Fry, Sally Marmon, and Primie Bird, and who are all of said Children, and heirs-at-law, of said Hannah Paxson. That said Joseph Fry is the husband of said Lizzie Fry, and that Matthew Marmon is the husband of Sally Marmon, and Johnson Bird is the husband of Primie Bird, and the said Henry B. Snell, William Snell, and Carrie S. Fowler, are the children, and only children of Mary Snell, deceased, who was a sister of said Clark Richardson, said Mary Snell died prior to said Clark Richardson, and her children are the heirs-at-law of said Clark Richardson. That Aaron Richardson and Washington Richardson, are the brothers of said Clark Richardson, deceased, and Mariah Hughes, Elizabeth Dilley, and Jane Hard, are the sisters of said Clark Richardson, deceased, and these, including the plaintiff, are all the brothers and sisters of the said Clark Richardson,

now living; that said John Ward is the husband of said Jane Ward, That the above named parties, are the heirs-at-law, and only heirs at law of said Clark Richardson, deceased, The plaintiff, as such Administrator therefore desiring that all the heirs-at-law of the said Clark Richardson, deceased be made parties hereto, ask that the above named parties, be made parties defendant herein. The plaintiff, as the personal representative of said Clark Richardson, enters his appearance herein, as such Administrator, The plaintiff is also the brother of said Clark Richardson, deceased, and one of the heirs-at-law, and as such heir-at-law, enters his appearance herein. The plaintiff further, by leave of the Court, states in this, his said supplemental petition, his second cause of action in the same, and on behalf of himself, and the following portion of said heirs-at-law, namely; D. McDuell, H. Richardson, Mariah Hughes, Aaron Richardson, Jane Ward, John Ward, Carrie Fowler, B. H. Snell, Lizzie Dillie, and Joshua Richardson, avers:-

1st. That the said defendant B. F. Parson, on said 20th day of March, 1899, wrongfully, illegally and fraudulently, obtained said deed, from the said Clark Richardson by first in the manner set forth in the original petition herein, which facts are all hereby reaffirmed as true. And the said B. F. Parson well knew that said Clark Richardson was living with the said John Ward, in the same house with him, and on the same premises, so fraudulently deeded to said B. F. Parson, the said John Ward being in full possession of said house and premises, and under a contract with said Clark Richardson to keep and maintain him during the natural life of said Clark, and said Parson was chargable with all the equitable title and interest of the said John Ward in said premises. Therefor said Parson knew that the consideration named in said deed for the keeping and caring of said Richardson could never be performed fulfilled and carried out by him, because of the subsisting contract and rights of the said John Ward, who was already in possession of said premises, And the said Parson also denies that he was to pay any part of the said Five Hundred Dollars ($500.) in money, it being the consideration in money named in the deed, and because of these frauds in so procuring the deed, was unable to obtain possession of said premises although he endeavored to get possession under said deed, as shown by the records of the case, in this Court in cause No. 7678. of John Ward against B. F. Parson on Petition in Error.

2nd. The plaintiff further says that said B. F. Parson has paid nothing whatever in consideration of said fraudulent deed, and has made no tender, or offer of the same, and has neither paid nor tendered any part of said $500.00 or any other consideration whatever, as aforesaid.

The heirs-at-law, which the plaintiff does not represent, and who have not waived summons, or entered their appearance, have all been brought into Court by process duly issued and served, and are now properly in Court as parties defendant herein, The personal property of said Clark Richardson is sufficient to pay all his debts.

The plaintiff, Joshua Richardson, therefor prays that said deed may be set aside and held for naught, and that the same be ordered to be delivered up and cancelled, That said Vene Parson be debarred of her dower in the land described in the original petition,

7747 Motion

7747 Motion

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and that the title to said land be adjudged to be in said heirs-at-law. This being done, the plaintiff asks that said lands be partitioned according to law among the heirs, according to their respective interests in the same, or be sold according to law. Or if this cannot be done, that the said B.F. Paxson be ordered and adjudged to pay a reasonable price and value for said land, in reasonable payments, to be fixed by the Court, towit, one third down, one third in one year, and one third in two years, with interest from date on deferred payments secured by mortgage on the premises, and the plaintiff prays for all other, and further relief in the premises, to which he and the said heirs may be entitled either in law or equity, by reason of the facts herein Stated.

Porter & Porter, Attys for Joshua Richardson.

E.H. Porter, being sworn, makes oath, that he is one of the attorneys for the plaintiff herein, duly authorized in the premises, that the plaintiff, Joshua Richardson, is a non-resident of said County of Union; and affiant believes the facts stated herein to be true.

E.H. Porter.

Sworn to by E.H. Porter, before me, and signed by him in my presence this 15th day of January, A.D. 1901.

Seal

Chas. C. Tenhorwood, Clerk.

7747 Motion — Jan. 26th, 1901. the following motion filed:-
Joshua Richardson, Guardian -- Plaintiff.
Vs.
B.F. Paxson et. al. -- defendants.
Court Common Pleas, Union County, Ohio.

Now comes the defendant, B.F. Paxson, and moves the Court to dismiss this action for the reason that the same is not properly revived.

S.J. Southard & P.M. Keller, Attys for defendant.

7747 Motion — Jan. 26th, 1901. the following motion filed:-
Joshua Richardson, Guardian, Plaintiff
Vs.
Court Common Pleas, Union County, Ohio.
B.F. Paxson et. al. -- Defendants

Now comes the defendant, Lizzie Fry, and not entering her appearance herein, but coming for the purpose of this motion only, moves the Court to strike from the files the paper writing herein called the Supplemental petition for the reason that the action became dormant by the death of the Plaintiffs ward, and the termination of his power as representative, and the same was not properly revived in the name of the ward's heirs-at-law,

2nd. Because the Supplemental petition was filed December 13th, 1900, and was not verified until Jan. 15th, 1901.

3rd Because there is a misjoinder of parties plaintiff.

4th Because there is a defect of parties plaintiff.

5th Because there is another action pending between the same parties for the same cause, towit: on the 13th day of September 1900, this defendant being one of the heirs-at-law of Clark Richardson, deceased, this action being dormant, commenced her certain action being cause No. 7837, Union Common Pleas Court, to cause the deed set out in

the petition herein to be set aside and partition of the premises described therein to be made between this defendant and the other heirs-at-law of the said Clark Richardson, deceased, and caused summons to issue thereon, which was served personally upon the plaintiff herein who was made the party defendant in said action No. 7837, on the 21st day of Sept. 1900. Said action is still pending in said Court, and was filed therein before the filing of the Supplemental petition and before any attempt was made by the plaintiff herein or any of the heirs-at-law of the said Clark Richardson, deceased to revive the action herein, or commence partition proceedings.

Dow Aikin, Attorney for
Lizzie Fry.

7747 Jan. 26th, 1901. the following motion filed:-
Motion Joshua Richardson, Guardian --Plaintiff.
Vs.
Court Common Pleas, Union County, Ohio.
B. F. Paxson et al. ----Defendants.

Now comes the defendant, Lizzie Fry, and moves the Court to strike out from the paper writing filed herein, called Supplemental Petition, all the words and figures beginning on the 5th page near the close of the 11th line, with the words "this being done" and ending near the close of the 14th line with the words "sold according to law" and because this is another attempt to partition by supplemental petition, when the summons served on this defendant only asked to set aside the deed and recover real estate.

Dow Aikin, Attorney for
Lizzie Fry.

7747 Feb. 7th, 1901. the following demurrer filed:-
Demurrer Joshua Richardson.
Vs.
Court Common Pleas, Union County, Ohio.
B. F. Paxson et al.

Now comes the defendant, Lizzie Fry, and demurs to the Supplemental Petition filed herein, and to each and every cause of action therein:-

1st. Because the Plaintiff has not legal capacity to sue.
2nd. Because there is another action pending between the same parties for the same cause.
3rd. Because there is a misjoinder of parties plaintiff.
4th. Because there is a defect of parties plaintiff herein.
5th. Because there is a misjoinder of causes of action herein.
6th. Because there is a defect of parties defendant herein.
7th. Because said petition does not nor does either of said causes of action herein contain facts sufficient to constitute the cause of action against this defendant.

Dow Aikin, Attorney for
Lizzie Fry.

7747 Feb. 7th, 1901. the following Entry filed:-
Entry Joshua Richardson, Guardian
Vs.
Court Common Pleas, Union County, Ohio.
B. F. Paxson et al.

This day this cause came on to be heard upon the motions of B. F. Paxson and Lizzie Fry, and the Court having

7747 Amended Supplemental Petition

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heard the argument of counsel overruled said motions to which said Paxson and Fry excepted, and the cause came on further to be heard upon the demurrer of Lizzie Fry to the Supplemental petition of plaintiff, Joshua Richardson, filed herein, and the same having been argued by the parties, the Court sustains the said demurrer to which ruling the plaintiff excepted, and the plaintiff was granted 30 days leave to file second Supplemental petition herein, and cause continued.

7747
Amended Supplemental Petition

Feb. 15th, 1901. The following Amended Supplemental Petition filed:-

Joshua Richardson - - Plaintiff,

Vs.

Court Common Pleas, Union County, Ohio.

B.F. Paxson, Vrue Paxson, Portius J. Paxson, Siddie Williams, Lizzie Fry, Joseph Fry, Sally Marmon, Matthew Marmon, Primie Bird, Johnson Bird, B.A. Snell, William Snell, Carrie Snell-Fowler, David Fowler, Aaron Richardson, Maria Hughs (widow) Washington Richardson, Elizabeth Dille (widow) John Hard and Jane Hard - - Defendants.

The plaintiff includes by leave of the Court his supplemental petition heretofore filed herein under No. 7747, and by way of revivor of said action says, that since the filing of his said original petition herein, the said Clark Richardson, who was then the sole of plaintiff has since died, towit, he died intestate on or about the 27th day of May, 1900. And plaintiff further says that since the filing of said original petition, towit, in the latter part of June, 1900, Hannah Paxson, who was a sister, and heir-at-law of said Clark Richardson, died, also died leaving as her children and heirs-at-law, who are also heirs-at-law of said Clark Richardson, deceased, towit:- said B.F. Paxson, Portius J. Paxson, Siddie Williams, Lizzie Fry, Sally Marmon, and Primie Bird, and who are all of the heirs-at-law of said Hannah Paxson dec'd. That said Joseph Fry is the husband of said Lizzie Fry, and Matthew Marmon is the husband of Sally Marmon, and Johnson Bird, is the husband of Primie Bird; and the said B.A. Snell, William Snell, and Carrie Snell-Fowler, are the children and legal representatives of Mary Snell, dec'd prior to said Clark, and her said children are the heirs-at-law of said Clark Richardson; that Aaron Richardson, Washington Richardson, and plaintiff are the living brothers of said Clark; and said Maria Hughs, Elizabeth Dillie, and Jane Hard are the living sisters of said Clark Richardson. That said John Hard is the husband of said Jane Hard.

That the parties herein above named including plaintiff are the heirs-at-law, and only heirs-at-law of said Clark Richardson, the plaintiff is also the duly appointed and qualified Administrator on the estate of said Clark Richardson. The plaintiff further says that he in his supplemental petition caused all of the above named parties as heirs-at-law of said Clark Richardson, to be brought in as parties, and they are all parties herein. That the following named parties entered their appearance in this cause, waiving service of summons upon them, and waiving all questions as to time &c, towit:- B.F. Paxson, V. Snell, J. Richardson, Maria Hughs, Aaron Richardson, Jane Hard, John Hard, Carrie Fowler, D.A. Fowler, B.A. Snell, and Lizzie Dillie, These

last named two persons the plaintiff sues for their benefit as well as his own; and all the other heirs-at-law not herein represented by plaintiff refused to enter their appearance herein, and refused to join herein, as plaintiffs, but have all been brought into Court by process duly issued and served, and are now properly in Court as party defendants herein. The plaintiff in addition to the facts alleged in his original petition, which facts are herein affirmed to be true says, that when said B.F. Paxson, on said 20th day of March, 1899, wrongfully, illegally, and fraudulently obtained said deed from said Clark Richardson, he then well knew that said Clark was living and making his home with said Hard, in the same house with Hard and his wife, who is Clark's sister as above stated, and on the same premises, so fraudulently deeded to said B.F. Paxson, that said John Hard and wife was in full possession of said house and premises, under a contract with said Clark, to keep and maintain him during the natural life of said Clark Richardson, and was chargable with notice of all the rights and equities of said Hard in and to said house and premises, and yet said Paxson without any leave from said Hard or his wife induced said Clark to accompany him home, where he, Paxson was prepared to obtain the deed for those premises which he obtained, and without paying or offering said Clark any money, or offering, or arranging to keep or maintain said Clark, said Paxson immediately returned said Clark to the care and custody of said Hard.

Said Paxson knew when he obtained said deed that the consideration, named in said deed for the keeping and caring of said Clark during his life time could never be performed, fulfilled or carried out by him, because of the subsisting contract and rights of the said John Hard and wife, who were already in possession of the said premises, and had been in full possession for more than two years last past, and was chargeable with full notice of all their rights in the same, And the said Paxson also denies that he was to pay any part of the said $500.00, in bring the consideration named in money in the said deed. And because of these facts in so procuring said deed, said Paxson was unable to obtain possession of said premises, although he endeavored to get possession under said deed as shown by the records of the case in this Court, in cause No. 7678, petition in error of John Hard against B.F. Paxson. The plaintiff further says that the said B.F. Paxson has paid nothing whatever in consideration of said deed, and has made no offer or tender of any payment, and has not paid or offered to pay any part of said $500.00 or any other consideration whatever. That the interest of said heirs at law of said Clark Richardson in said tract of land of which the said Clark Richardson died seized is as follows:-

The plaintiff, Joshua Richardson	1/8 part in fee.
The said Aaron Richardson	1/8 " " "
The said Washington Richardson	1/8 " " "
The said Maria Hughs (widow)	1/8 " " "
The said Elizabeth Dillie (widow)	1/8 " " "
The said Jane Hard	1/8 " " "
The children of said Mary Snell, dec'd, together	1/8 " " "
The children of said Hannah Paxson, dec'd, together	1/8 " " "

The personal property of said Clark Richardson, deceased is sufficient to pay all his debts. The plaintiff therefor for himself, and

7747 Entry

7747 Entry

7747 Answer

on behalf of said heirs represented by him, as aforesaid, asks that said deed so fraudulently obtained by said B. F. Paxson may be set aside and held for naught, and ordered cancelled. That the title to said land be adjudged and declared to be in said heirs at law, and that said Vine Paxson be debarred of dower in said land; and that said lands be partitioned among said heirs according to law, and according to their respective interests in the same, or if said land will not properly bear division, then that the same be ordered sold, or other proper order made in this behalf; or if this cannot be done that the said B. F. Paxson be ordered and adjudged to pay a reasonable price and value for said land, in reasonable payments to be fixed by the Court, to-wit:- one third down, one third in one year, and one third in two years, with interest on deferred payments from date, secured by mortgage on the premises. And the plaintiff asks such other and further relief in the premises to which he and said heirs may be entitled either in law or equity by reason of the facts herein above stated.

Porter & Porter, Attys for.

Joshua Richardson,

John L. Porter being sworn makes oath that he is one of the attorneys for the plaintiff in this action, that the plaintiff is a non-resident of said County of Union, and affiant believes the facts stated in this pleading to be true.

John L. Porter.

Sworn to by John L. Porter before me and signed by him in my presence this 15th day of February, 1901.

Seal. Chas Funhorwood, Clerk, per Deputy.

7747 Entry — April 22nd, 1901, the following Entry filed:-

Joshua Richardson

Vs.

B. F. Paxson et. al.

Court Common Pleas, Union County, Ohio.

April 22nd, 1901,

This day on motion leave was granted defendant to file answer and the same was filed.

7747 Entry — April 22nd, 1901, the following Entry filed:

Joshua Richardson et. al.

Vs

B. F. Paxson et. al.

Court Common Pleas, Union County, Ohio.

On motion of B. F. Paxson, leave is hereby granted him to file his answer to the Supplemental petition of plaintiff, and petition of Lizzie Fry in case #7837. Lizzie Fry is granted leave to reply in #7837 consolidated herewith.

7747 Answer — Apr. 22nd, 1901, the following Answer filed:-

Joshua Richardson et. al.

Vs.

B. F. Paxson et. al.

Court Common Pleas, Union County, Ohio.

Now comes the defendants, B. F. Paxson and Vine Paxson and for answer to the amended Supplemental petition of plaintiff, and the petition of Lizzie Fry in case #7837 consolidated herewith and say, that they admit the death of Clark Richardson

but deny each and every other allegation contained in said pleadings, and especially deny that Clark Richardson was on the 20th day of March, 1899, an imbecile, or was incompetent to make a contract; that John Hard and Jane Hard or either of them had any contract with said Clark Richardson, for his care, custody and keeping as long as he should live, or that they or either of them fraudulently, or by undue influence induced said Richardson to execute and deliver said deed, but on the contrary say the facts are these:- That on the 20th day of March, 1899, and for many years prior thereto the said Clark Richardson was the owner in fee simple of and lived upon the farm described in said deed, and in plaintiff's original petition. That same was clear and unincumbered, and that said Clark Richardson had considerable personal property, and at his death had more than sufficient to pay all his debts, That said Clark Richardson was never married, and at time had no kin nearer than brothers and sisters, That this answering defendant B. F. Paxton was his nephew. That on said 20th day of March, 1899, and prior to the execution of said deed, said Clark Richardson, voluntarily and bring under no restraint, and these answering defendants entered into a contract whereby these defendants agreed, in consideration of said Clark Richardson conveying to them his said farm, to furnish board, clothing, care, in health and in sickness, medicine and doctor when sick, kind treatment, and all necessaries for his health and comfort, to and for said Clark Richardson during his natural life, which was a full and ~~fair~~ adequate consideration; that said personal services to be rendered, medicine etc. to be furnished, was the only consideration asked, demanded or expected by said Grantor for said farm, that it was then and there agreed that said defendants were to take immediate possession of said farm and enter upon their duties of personal services to and for said Clark Richardson, as thereafter set forth in said deed. That in compliance of said contract and to fulfill his part of same, said Clark Richardson on said 20th day of March, 1899, executed and delivered for the above named consideration only, said deed to defendant, B. F. Paxton.

Defendants say that the insertion of the $500.00 as a part of the consideration was formal merely, was not asked, demanded or expected by Grantor, was no part of the consideration in the contract named, and was not any part of the real consideration of the deed, and was put in by mistake.

Defendants further say that upon delivery of said deed, they had same transferred and recorded, and ever since have paid the taxes on said land, and immediately attempted to enter upon said premises and take possession of same, And to also begin and continue to perform said personal services, and furnish such care etc. and tendered such performance to said Clark Richardson, all as agreed to in said contract and as set forth in said deed, and were then and always have been since, and are now, ready and willing to perform each and every part of their agreement, of said contract and in consideration of said deed set forth. But were prevented from entering upon said land and from performing said personal services for said Clark Richardson or from furnishing said care etc. by the acts of plaintiff and his co-plaintiff, John Hard and Jane Hard, although always ready and willing to do so.

Therefore by reason of the premises, these defendants say that plaintiff

7747 Entry

7747 Entry

7747 Reply

is not entitled to the relief prayed for, and asks that said deed be held as a good conveyance of said land therein described, and for costs and all proper relief.

P.M. Keller & S.J. Southard, Atty's for Defts.

State of Ohio, Union County ss.

B.F. Paxson being duly sworn, says the allegations in the foregoing pleading are true.

B.F. Paxson.

Sworn to and subscribed by said B.F. Paxson, this 22nd day of April, 1901.

Seal

Chas. Funkhouser, Clerk.

7747 Entry — Apr. 22nd, 1901, the following Entry filed:-

Joshua Richardson et.al.

Vs.

B.F. Paxson et.al.

Court Common Pleas, Union County, Ohio.

This day actions Nos. 7747 and 7837 Lizzie Fry Vs. Joshua Richardson et.al. were by order of the Court consolidated under No. 7747.

7747 Entry — Apr. 22nd, 1901, the following Entry filed:-

Joshua Richardson et.al

Vs.

B.F. Paxson et.al.

Court Common Pleas, Union County, Ohio.

This day this cause is passed for hearing until Wednesday, Apr. 24th, 1901. All witnesses ordered to return without further notice, order as to costs reserved.

7747 Reply — Apr. 23rd, 1901, the following Reply filed:-

Joshua Richardson

Vs.

B.F. Paxson et.al.

Court Common Pleas, Union County, Ohio.

The plaintiff replies to the answer of B.F. Paxson and the said Paxson to the amended Supplemental petition of the plaintiff filed herein on April, 22nd, 1901, and denies all the allegations of said answer beginning in the fourtieth line of said answer (exclusive of the title and heading of said answer) and beginning with the words, "That on said 30th day of March, 1899," and all the allegations of fact following said words to the close of said answer are denied, except the statement, "that on the delivery of said deed they had same transferred and recorded", this statement the plaintiff admits, but whether plaintiff has "ever since" paid the taxes on said land, plaintiff does not know, and therefor denies that allegation. Therefor the plaintiff asks as he has already asked in said pleading so answered by said defendants.

Porter & Porter, Atty's for Plaintiff.

John L. Porter, being sworn makes oath that he is one of the attorneys for the plaintiff in the above entitled action, That the plaintiff is a non-resident of said County of Union, Affiant further makes oath that the facts stated in the foregoing Reply are true as he verily believes.

John L. Porter.

Sworn to by John L. Porter before me, and signed by him in my presence this 23rd day of April, 1901.

Seal

Chas. Funkhouser, Clerk.

7747
Entry

May, 13th, 1901, the following Entry filed:-

Joshua Richardson et. al.
Vs.
B.F. Paxson et. al.

Court Common Pleas Union County, Ohio.

And now this cause coming on for hearing upon the pleadings and the evidence, was submitted to the Court without the intervention of a Jury, on consideration whereof the Court finds on the issue joined for the defendant, B.F. Paxson, and that neither the plaintiff Joshua Richardson, as Guardian, Administrator, or in person, nor any one of his co-defendants in action No. 7747, nor the plaintiff nor any one of the co-defendants in action No. 7837, nor any one as heir at law of Clark Richardson, deceased, has any estate in, or be entitled to the possession of the real property in the petition described or any part thereof. But that said defendant, B.F. Paxson is seized in fee simple, and is rightfully entitled to the possession of the land described in the petition, and to have his title and possession to said premises quieted. It is therefore ordered, adjudged and decreed that the title and possession of said B.F. Paxson to all and singular the premises in the petition described, be quieted as against the plaintiffs in their several capacities, and as against each and every one of their co-defendants, and all persons claiming under them, or any of them. And that said parties in the several actions, and in their several capacities, and each of them, and all persons claiming under them, be, and they are hereby enjoined from setting up any claim to said premises, or any part thereof adverse to the title or possession of said B.F. Paxson thereto, or in any manner interfering with his use and enjoyment of the same, and writ of restitution ordered.
It is further ordered by the Court that the defendant B.F. Paxson pay to the estate of Clark Richardson, deceased, the sum of $500.00 and the costs in the several actions by him made, and that out of the said sum of $500.00 said Joshua Richardson, as administrator of the estate of Clark Richardson pay to the Clerk of this Court, the costs, other than those made by said B.F. Paxson, in said several actions, and a further sum of $100 Attorney fees $65.00 to Porter & Porter and $35.00 to Dow Aikin of Bellefontaine, O. balance to be distributed according to law. Notice of appeal is given by all parties interested, the bond fixed at $100.00.

Attest:
Chas. C. Funkhouser, Clerk.

(Record continued on page 498)

7837
Petition

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Pleas continued and held at the Court House in Marysville, within and for the Fifth 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 April, towit, on April 22nd, A.D. 1901. Be it remembered that heretofore, towit, on the 13th day of Sept. A.D. 1901. Lizzie Fry filed in the Clerk's office of said Court the following petition against Joshua Richardson et.al, towit:-

7837
Petition

Lizzie Fry --- Plaintiff

Vs.

Court Common Pleas, Union County, Ohio.

Joshua Richardson, Aaron Richardson, Washington Richardson, Jane Hard, Mariah Hughs, Elizabeth Dillie, Henry Snell, William Snell, Carrie Fowler, Siddie Williams, B.F. Paxson, P.J. Paxson, Sallie Marmon, Primmie Bird, Elias Snell, and Joshua Richardson, Administrator of Clark Richardson, dec. Defendants

Lizzie Fry, the said plaintiff by way of Petition for partition says, that on or about the 27th day of May, 1900, Clark Richardson of said County and State, died intestate, without issue, seized of an estate in fee simple in the following lands and tenements, situate in said County of Union and State of Ohio, and described as follows: Being a part of Survey No. 12112, Brginning at a stone in the Ridgway and Rushylvania road, North west corner of Cordelia Maybrry's land; thence with the North line of said survey S. 79½ W. 64 80/100 poles to a stone corner to George Bailey's land; thence S. 10½ E. 74 3/10 poles to a stone in the north line of B.E. Rees land, thence S. 10½ E. 36 25/100 poles to a stone; Thence N. 79½ E. 43 66/100 poles to a stone corner of Cordelia Maybrry's land; thence N. 10½ W. 100 25/100 poles to the place of Brginning containing Thirty Six, (36) acres of land more or less,

Also the following land in the County of Union, and State of Ohio, and in said Survey No. 12112, and bounded as follows:- Brginning at a stone in the center of the Ridgway and Rushylvania Road corner to C.C. Maybrry's land; thence with the South line of said Survey S. 79½ W. 19 69/100 poles. to a stone; thence S. 10½ E 100 25/100 poles to a stone; thence N. 79½ E. 19 69/100 poles to a stone; thence N. 10½ W. 100 25/100 poles to the place of brginning, containing Fourteen (14) acres more or less. The said premises descended to the following persons, the brothers and sisters, and their issue, of the said Clark Richardson, deceased, and is now owned by them as tenants in common, in the following proportions, towit: Joshua Richardson, a brother of said Clark Richardson, deceased, one undivided eighth part of said premises, in fee; Aaron Richardson, a brother, one eighth part; Jane Hard, a sister, one eighth part; Washington Richardson, a brother, one eighth part; Maria Hughes, a sister, one eighth part; Elizabeth Dillie, a sister, one eighth part; Henry Snell, William Snell, Carrie Fowler, the only children and heirs-at-law of Mary Snell, deceased, a sister, of said Clark Richardson, deceased, each one undivided twenty-fourth part, subject to a dower estate therein in Elias Snell, surviving husband of said Mary Snell, deceased; Plaintiff Lizzie Fry, and defendants Siddie Williams, B.F. Paxson, P.J. Paxson, Sallie Marmon, and Primmie Bird, the only children and heirs-at-law of Hannah Paxson, deceased, a sister of said Clark Richardson, each one undivided forty-eighth part. The said Clark Richardson, died having money, and other personal property far in excess of any debts owed by him. The said B.F. Paxson claims some

interest in said lands adverse to plaintiff by reason of a pretended deed of conveyance to him from Clark Richardson in his life time, but plaintiff says that said deed is wholly void for the reason that said Clark Richardson, at the time of making said deed, and for some time prior thereto was an imbecile and wholly without capacity to make a contract or deed, and for the further reason, that no beneficial consideration ever passed from said B.F. Paxson to said Clark Richardson, therefor. Your petitioner therefore prays that said deed to B.F. Paxson be by the Court adjudged to be void; and the plaintiff desiring to hold her said interest in severally prays that partition of said premises may be made, or if it shall appear that partition cannot, without manifest injury be made, then that the same may be sold or such other order be taken pursuant to the Statute in such case made and provided.

Dow Aikin, Attorney for Plaintiff.

State of Ohio, Logan County ss.

Lizzie Fry being first duly sworn says that she believes the allegations contained in the foregoing petition to be true.

Lizzie Fry.

Sworn to before me and subscribed in my presence this 11th day of September, 1900. Seal Peter M. Keller, Notary Public.

7837 Precipe

To the Clerk:-

Issue summons to the Sheriff of Union County, for defendants, Aaron Richardson, Jane Ward, Henry Snell, Siddie Williams, and P.J. Paxson, and to the Sheriff of Logan County, for defendants, Joshua Richardson, Carrie Fowler, B.F. Paxson and Sallie Marmon, and to the Sheriff of Hardin County, for defendants, Washington Richardson, Mariah Hughs, Elizabeth Dillie, William Snell, and Primmie Bird, each endorsed "Partition of Premises and equitable relief prayed for", and returnable according to law.

Dow Aikin, Attorney for Plaintiff.

7837 Summons.

Sept. 13th, 1900, the following Summons issued:-

The State of Ohio, Union County.

To the Sheriff of Union County:-

You are hereby commanded to notify Aaron Richardson, Jane Ward, Henry Snell, Siddie Williams and P.J. Paxson that they have been sued by Lizzie Fry in the Court of Common Pleas of Union County and must answer by the 13th day of October, A.D. 1900, or the 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 Sept. A.D. 1900. Witness my hand and the seal of said Court, this 13th day of Sept. A.D. 1900. Seal Chas. Funkhouser, Clerk.

Indorsed:- "In action for Partition of Premises and Equitable relief prayed for."

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

Received this writ Sept 14th A.D. 1900 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 Aaron Richardson, Jane Ward, Siddie Williams, and P.J. Paxson personally; to Henry Snell, by leaving a copy at his usual place of residence, all on Sept. 17th, 1900. (Sheriff's Fees:- $5.85)

J. Ed. Robinson, Sheriff.
By Allen Haines Deputy.

7837 Summons

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7837 Summons — Sept. 13th, 1900, the following Summons issued:-
The State of Ohio, Union County.
To the Sheriff of Logan County:-
You are hereby commanded to notify Joshua Richardson, Carrie Fowler, B. F. Paxson and Sallie Marmon, that they have been sued by Lizzie Fry in the Court of Common Pleas of Union County and must answer by the 13th day of October, A. D, 1900 or the 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 Sept. A. D. 1900. Witness my hand and the seal of said Court, this 13th day of Sept. A. D. 1900. Seal. Chas Pinhorwood, Clerk.

Indorsed:-"In action for Partition of premises and Equitable relief prayed for."
The State of Ohio, Logan County ss. Sheriff's Return.
Received this writ Sept. 14th. A. D. 1900, at 10 o'clock, A. M. and served same by handing personally to each of the within named Joshua Richardson, Carrie Fowler, B. F. Paxson and Sallie Marmon, a true and certified copy of this writ with all of the endorsements thereon, Sept. 21st, 1900.
(Sheriff's Fees-$4.30)
Truly Shaw, Sheriff.
By E. H. Shaw, Deputy.

7837 Precipe — Jan. 26th, 1901, the following Precipe filed:-
Lizzie Fry
vs.
Joshua Richardson et. al.
To the Clerk:- Issue summons for Washington Richardson, Maria Hughs, Elizabeth Dillie, William Buell, and Primie Bird, to the Sheriff of Hardin County, Ohio, endorsed, equitable relief and partition of premises, demanded and fees deposited for same.
Dow, Aikin, Atty for Plaintiff.

7837 Summons — Jan 26th, 1901. The following Summons issued;-
The State of Ohio, Union County,
To the Sheriff of Hardin County:-
You are hereby commanded to notify Washington Richardson, Maria Hughs, Elizabeth Dillie, William Buell, and Primie Bird that they have been sued by Lizzie Fry in the Court of Common Pleas of Union County and must answer by the 23rd day of Feb. A. D, 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 4th day of Feb. A. D. 1901. Witness my hand and the seal of said Court this 26th day of Jan. A. D. 1901.
Seal. Chas. Pinhorwood, Clerk.

Indorsed:-"Equitable relief and Partition of premises." "Fees deposited".
The State of Ohio. Sheriff's Return.
Hardin County ss. Received this writ January 28th, A. D. 1901, at 7:30 o'clock A. M, and served same by personally delivering on January 30th, 1900, to Washington Richardson, Maria Hughs, Elizabeth Dillie, William Buell, a true and certified copy of this writ with all of the endorsements thereon, and on Primie Bird by leaving a true and certified copy of this writ with all of the indorsements thereon at her usual place of residence. This writ returned 1-31-1901
(Sheriff's Fees $3.95-
C. J. Griffith, Sheriff.

7837 Answer

Apr. 22nd, 1901. The Answer of B. F. Paxson to the Petition of Plaintiff in this case was filed herein, and also in Case No. 7747.
(For record of above answer, see Case No. 7747, as recorded, on Page 379 of this Volume.)

7837 Reply

Apr. 22nd, 1901. the following Reply was filed:-

Lizzie Fry
vs. Court Common Pleas, Union County, Ohio.
Joshua Richardson et.al.

Now comes Lizzie Fry, plaintiff herein and for reply to the answers of B. F. Paxson filed herein denies each and every allegation in said answer.

Dow Aikin, Attorney for Plaintiff.

State of Ohio, }
Union County ss. } Lizzie Fry, being sworn says that she is the plaintiff and that the statements contained herein are true as she believes.

Lizzie Fry.

Sworn to before me and subscribed in my presence this 22nd day of April, 1901.

Seal. Chas. E. Fulkerwood, Clerk

7837 Entry

Apr. 22nd, 1901. The following Entry filed:-

Joshua Richardson et.al.
vs. Court Common Pleas, Union County, Ohio.
B. F. Paxson et.al.

This day actions Nos. 7747 and 7837, Lizzie Fry vs. Joshua Richardson et.al. were by order of the Court consolidated under No. 7747.

Attest:-
Chas. E. Fulkerwood,
Clerk.

7854 Petition

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Pleas continued and held at the Court House in Marysville, within and for the Tenth 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 April, towit, on April 24th, A.D. 1901. Be it remembered that heretofore, towit, on the 22nd day of November, A.D. 1900, Laura Murphy filed in the Clerk's office of said Court the following petition against George H. Murphy, towit:-

7864
Petition

Laura Murphy.
Vs.
George H. Murphy

Court Common Pleas, Union County, Ohio.

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union. On or about the 12th day of July, 1899, she was married to the defendant. There is one child of said marriage, a girl aged nearly 5 months, named Hazel Alberta. Plaintiff and defendant for one month from date of said marriage lived with her parents in this County, up to about Aug. 12th, 1899, and she remained there till about Oct. 1st 1899, when defendant bring a telegraph operator removed with her and commenced housekeeping at Allegheny City Pennsylvania, where he was temporarily employed, in the Railroad office as a telegrapher, and plaintiff remained there with him until about March 30th, 1900, when plaintiff bring in an advanced stage of pregnancy, returned with defendants consent and went to her parents in this County so as to have the care and assistance of her mother in said sickness. Defendant ever since March, 1900, has failed and willfully neglected to provide plaintiff with the common necessaries of life, so that plaintiff has been compelled to live upon the charity of friends and her own exertions, because of his neglect aforesaid, while he has been throughout said period an able bodied man and skilled in telegraphy, and able to and earning and in receipt regularly of good wages as a telegrapher. Defendant was on the 30th day of July, 1900 guilty of extreme cruelty towards plaintiff in this, that he, on said date wrote and sent to plaintiff a cruel and insulting letter, stating, "I dont like children, and I dont like to see any one that is going to have them. You know just as well as I do that it was your own fault you had this one. If you had done as I wanted you to you would not have had this one," and many other statements of like character; and declining to furnish her any means of support and stating; that his parents tried to persuade him to go and see her, but "I didn't want to go." "I have no desire to keep house again", I dont expect to be home for a year". "You can take what meaning out of this you like. If you wish to call (carry thing off, why all right &c. Also on the 19th of August, 1900, another threatening letter, saying, "I have one special friend there, who is keeping me posted on all that is going on." Also, on Sept. 27th, 1900, a letter demanding a division of the furniture, bedding &c, which they had for housekeeping and proposing to send for and dispose of same as he would need them no more, and wanted the money. Said goods are all in possession of plaintiff and were furnished in large part by herself and are all of the value of $150. Defendant returned to visit his parents residing within 2 or 3 miles of plaintiff in this County in June, 1900, about the time of the birth of said child, but neglected to come and see, or communicate with plaintiff, and by said conduct

and letters, defendant has caused to plaintiff great and continued mental suffering, and destroyed all hope of happiness in said marriage relation. Wherefor plaintiff prays that she may be divorced from defendant, and that she may be decreed to have reasonable alimony and the custody of said child, and alimony pending this suit for support of herself and child and necessary expenses, and an injunction against defendant from interfering in the mean time with her possession and control of said goods, And prays for all proper relief.

J. B. Cole, Attorney for Plaintiff.

State of Ohio, Union County ss.

Laura Murphy being sworn says that the facts stated and allegations made in the foregoing petition are true.

Laura Murphy.

Sworn to and subscribed before me this 16th day of November, 1900.

Seal

F. A. Thompson,
Notary Public.

7854 Entry

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7854 Entry

Jan. Laur Geo. to p

7854 Notice

Nov. 22nd, 1901. the following Notice filed:-

Laura Murphy
Vs.
George W. Murphy.

Court Common Pleas, Union County, Ohio.

Defendant, George W Murphy will take Notice that plaintiff has applied to the said Court for an allowance of alimony pending the suit for support of herself and child, and expenses of said suit, And that same will be for hearing before said Court at Marysville, Ohio, said County on Decembers 14th, 1900. Affidavits will be used.

J. B. Cole, Attorney for Plaintiff.

7854 Answer

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7854 Summons

Nov. 22nd, 1900. the following Summons issued:-

The State of Ohio, Union County ss.

To the Sheriff of the County of Lake, Ohio:-

You are commanded to notify George W. Murphy that Laura Murphy has filed in the Office of the Clerk of the Court of Common Pleas, of Union County and State of Ohio, a petition (a copy of which is herewith served on him) charging him with extreme cruelty and failure to provide and asking that she be divorced from him and that she have custody of child and alimony, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 3rd day of Dec. A.D. 1900. Witness my hand and the seal of said Court at Marysville, O. this 22nd day of Nov. A.D. 1900.

Seal

Chas. Funkhouser Clerk

Indorsed:- "In action for divorce custody of child and alimony", "Fees deposited".

Sheriff's Return.

Received 3 o'clock P.M. on the 23rd day of November, A.D. 1900, and on the 27th day of November, A.D. 1900, I served the same upon the defendant by delivering personally to him a true copy thereof together with a certified copy of the petition in this case.

Sheriff's Fees: $2.42

Sultan St. John, Sheriff.

7854 Motion

Apr. Laur Geo. for sin Jaye Defe

7854 Entry

Dec. 14th, 1900 the following Entry filed.

Laura Murphy

Vs.

Geo. H. Murphy.

Court Common Pleas, Union County, Ohio.

On motion of the plaintiff herein and good cause being shown, it is ordered that the defendant pay into the hands of the Clerk of this Court for the maintenance of his wife and child, thirty Dollars within ten days from the entry hereof, and thirty Dollars, every thirty days thereafter during the continuance of this action, and in default of such payment, execution is awarded to issue therefor, and the defendant is enjoined as prayed in the petition from disturbing plaintiff in the use or possession of the household furniture.

7854 Entry

Jan. 15th, 1901, the following Entry filed:-

Laura Murphy.

Vs.

Geo. H. Murphy

Court Common Pleas, Union County, Ohio.

Jan. 15th, 1901.

This day the Court granted leave for the defendant to plead in ten days.

7854 Answer

Jan. 29th, 1901, the following Answer filed:-

Laura Murphy

Vs.

Geo. H. Murphy

Court Common Pleas, Union County, Ohio.

The defendant now comes and for his answer to the petition of the plaintiff herein says:- He admits marriage and birth of the child, as alleged therein, and denies each and every other allegation contained in said petition. This defendant says he provided such home and necessaries for his wife after said marriage as his wages as a Telegraph Operator would permit, in the cities of Allegheny and New Castle, Pennsylvania, and notwithstanding his said providing, the plaintiff was continually dissatisfied until she returned voluntarily and of her own inclination to her parents in Union County, Ohio, and where she has ever since resided, neglecting her duties to this defendant as such wife. This defendant therefor prays that said petition may be dismissed.

7854 Motion

Apr. 23rd, 1901, the following Motion filed:-

Laura Murphy

Vs.

Geo. H. Murphy.

Court Common Pleas, Union County, Ohio.

Now comes the plaintiff and moves the Court for an attachment against the defendant for contempt of the Court in not complying with the order for the payment of alimony pending the suit made and entered in this cause at the December Term of this Court, December, 14th, 1900.

7854
Entry.

Apr. 27th, 1901 the following Entry filed:-

Laura Murphy
vs.
Geo. H. Murphy

Court Common Pleas Union County, Ohio.

This cause came on for hearing on the petition, the answer of the defendant Geo. H. Murphy, and the evidence, and was submitted to the Court. On consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties thereto 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 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 Laura Murphy and George H. Murphy be, and the same hereby is dissolved, and both parties released from the obligations of the same. It is further ordered that the custody, care, education and control of the said Hazel Alberta, child of the parties hereto be confided to the said Laura Murphy exclusively, and the said George H. Murphy is hereby enjoined from interfering in any manner with said child or with the said Laura Murphy in the custody of her, and defendant is allowed to visit said child once a month at a reasonable hour until further order of Court. It is further ordered and adjudged that the said plaintiff have, possess and enjoy as and for alimony the following personal property, with the right to use, sell or dispose thereof at her pleasure, to-wit, all her wearing apparel, and all the household and kitchen furniture now in the possession of the plaintiff. It is further ordered, and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money, the sum of Six Hundred Dollars (in addition to temporary alimony already allowed) payable as follows:- in yearly installments of $100. on the 1st day of July each year - first payment payable July 1st. 1901, and in default of such payment for three days, execution is allowed to issue therefor. It is further ordered by the Court that the said Laura Murphy recover from the said George H. Murphy her costs herein expended taxed to $ — and execution is awarded.

Attest:- Chas. C. Fulkerwood,
Clerk

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Petition

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$736.00

Pleas continued and held at the Court House in Marysville, within and for the Tenth 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 April, towit on July, 1st, A.D. 1901. Be it remembered that heretofore, towit, on May, 3rd, A.D. 1901, Fleetwood Courtright filed in the Clerk's office of said Court the following petition against L. J. Taylor, towit:-
Fleetwood Courtright.

7939
Petition

Vs.

L. J. Taylor

Court of Common Pleas, Union County, Ohio.

The plaintiff says that on the 13th day of January, 1896 the said plaintiff recovered a judgment against said defendant, L. J. Taylor in the said Court of Common Pleas of Union County, Ohio for the sum of Nineteen Hundred Dollars and costs of suit taxed at $33.53, (which costs plaintiff was compelled to pay and has paid) with interest at eight per cent. per annum on $1164.00 thereof and at six per cent on $736.00 thereof and interest on costs, and that said judgment is unreversed and no part thereof has been paid and that the same is in full force except that the same has become dormant, That it has been more than five years since said judgment has been obtained and no execution has been issued on said judgment within five years last past, and said judgment has become dormant, and that there is now due said plaintiff from said defendant by reason of said judgment the sum of Eleven Hundred and Sixty-four Dollars with interest at eight per cent per annum from the 13th day of January, 1896, and the further sum of Seven Hundred and Thirty-six Dollars, with interest from same date at 6% per annum and $33.53 costs recovered in said judgment against said defendant, but which plaintiff has paid, and interest on said $33.53, Therefor plaintiff asks for a revivor of said judgment against said defendant for the said sums of $1164.00 with interest at 8% thereon, and $736.00 with interest at 6% per annum from January, 13th, 1896, and for his costs expended $33.53 with interest and for all proper relief, and for an order, judgment and decree of Court to revive said judgment.

Robinson & Woodburn, Attys for Plaintiff.

The State of Ohio, Union County, ss.

A. B. Robinson being first duly sworn says said plaintiff, Fleetwood Courtright is a non-resident of and absent from said County of Union, and that affiant is one of his attorneys in this case, and that the statements made herein are within his personal knowledge of affiant, and that the statements made in the foregoing petition are true as he believes.

A. B. Robinson.

Sworn to before me and subscribed in my presence by A. B. Robinson this 3rd day of May, 1901.

Seal

Chas. Funhorwood, Clerk.

7939
Precipe

Clerk:-

Issue summons for defendant to Sheriff of Union County, and endorse "Action to revive judgment of $1900.00 with interest on $1164.00 at 8% and on $736.00 at 6% per annum from January, 13th, 1896.

Robinson & Woodburn, Attys for Plff.

7939 Summons

Fleetwood Courtright

Vs.

L. J. Taylor

May 3rd, 1901, the following Summons was issued:-

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

You are hereby commanded to notify L. J. Taylor that he has been sued by Fleetwood Courtright in the Court of Common Pleas of Union County and must answer by the 1st day of June A. D. 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 13th day of May. A.D. 1901.

Witness my hand and the seal of said Court this 3rd day of May A. D. 1901.

Seal

Chas. C. Tuthorwood. Clerk.

By Minnie Tuthorwood, Deputy.

Sheriff's Return.

The State of Ohio, Union County 33.

Received this writ May 3rd, A. D. 1901, at 4 o'clock P. M. and served same by personally delivering to L. J. Taylor, a true and certified copy of this writ with all the endorsements thereon, May 6th, 1901.

Sheriff's Fees- Service and return .60 mileage .30 copy .10 Total $3.90.

S. P. Burnham, Sheriff.

By Allen Haines, Deputy.

7939 July 1st, 1901, The following Entry filed:-

Fleetwood Courtright.

Vs.

L. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.

This day this cause came on to be heard and was submitted to the Court, and the defendant came not, but made default herein and the Court being fully advised in the premises finds for the Plaintiff, and finds that the statements of said petition are true, and that said judgment described in said petition ought to be revived and that there is now due plaintiff thereon the sum of $1164.00 with interest thereon at 8%, $1479.80 with interest at 6% and costs of said suit $33.53 and $10. Interests on said costs $43.53. It is therefor considered, ordered, adjudged and decreed that said judgment be and the same hereby is revived by the order of this Court, and that the said plaintiff recover of the said defendant, L. J. Taylor, Eleven Hundred and Sixty-four Dollars ($1164.) with interest thereon at 8 per cent. and Fourteen Hundred and Seventy-nine and 80/100 Dollars ($1479.80) with interest at 6% and $43.53 costs and interest thereon heretofore expended and his costs herein taxed at $—.

Attest:-

Chas. C. Tuthorwood.

Clerk.

7950 Petition

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Pleas continued and held at the Court House in Marysville, within and for the Auth Judicial District of the Court of Common Pleas of the State of Ohio, bfor the Hon. Duncan Dow, judge of said Court of the Term of April, towit, on July, 1st. A.D 1901. Be it remembred that heretofor, towit, on June, 1st. A.D. 1901, The Connecticut Mutual Life Insurance Company filed in the Clerks office of said Court, the following petition against Frank Carpenter et al, towit:-

7950
Petition

The Connecticut Mutual Life Insurance Company, Plaintiff.

Vs.

Frank Carpenter, Malissa Carpenter, his wife, Jessie D. Carpenter, unmarried, David T. Palen, The Aultman & Taylor Co., James H. Pelton, and Thomas M. Brannan, Defendants,

The Plaintiff, The Connecticut Mutual Life Insurance Company for its first cause of action says that on the 15th day of May A. D. 1897 the said defendants, Frank Carpenter, and Jessie D. Carpenter made and delivered to this plaintiff their certain one promissory note a true copy of which, with all credits and endorsements thereon, is in the words and figures following, towit:-

No. 2707 First Mortgage Note & Coupons. $1600.00

Marysville, Ohio, May 15th 1897.

Five years after date we promise to pay to the order of, The Connecticut Mutual Life Insurance Company, One Thousand Six Hundred Dollars, Negotiable and Payable at the office of said Company in Hartford, Conn, Value received with interest at eight per cent. per annum after due until paid. The interest on this note to maturity is represented by coupon interest notes hereto attached which with this principal note are secured by first lien on property described in the mortgage deed given to secure the same. This note is payable without graces The makers have the right to prepay this note in installments of $100, or any multiple thereof, at any interest pay day, and such payment shall stop interest at the rate of six per cent. per annum on the amount so paid from time of such payments.

Frank Carpenter,
Jessie D. Carpenter.

That this plaintiff is now the legal owner and holder of said promissory note, that the same is due, and that no payments have been made thereon, except as shown by said indorsements. That there is now due this plaintiff on said promissory note from said defendants, Frank Carpenter and Jessie D. Carpenter, the sum of One Thousand Six Hundred Dollars ($1600.00) with interest on $1600.00 thereof at the rate of 8 per centum per annum payable annually, from the 15th day of November, A.D. 1900, for which amount the plaintiff asks judgment. For second and further paragraph of answer, the plaintiff The Connecticut Mutual Life Insurance Company alleges and says, that all of the allegations contained in its first paragraph, are embodied herein and made part of this paragraph, that on the 15th day of May, 1897, the said defendants Frank Carpenter and Jessie D. Carpenter, made executed and delivered to this plaintiff their certain one promissory coupon interest note, a true copy of which is in the words and figures following, towit:- Marysville, Ohio, May, 15th, 1897.

($48.00) Forty-two months after date we promise to pay to the order of The Connecticut Mutual Life Insurance Company, Forty-Eight Dollars, Negotiable and payable at the office of said Company in Hartford, Connecticut.

Value received with interest at eight per cent per annum after maturity. This note is payable without grace.

Frank Carpenter.
Jessie D. Carpenter.

That this plaintiff is now the legal owner and holder of said promissory coupon interest note; that the same is due; that no payments have been made thereon. That there is now due this plaintiff on said promissory note from said defendants, Frank Carpenter and Jessie D. Carpenter, the sum of Forty-Eight ($48.00) Dollars, with interest on said $48.00 at the rate of eight per cent per annum payable annually, from the 15th day of November, 1900, for which amount the plaintiff asks judgment.

For third cause of action the plaintiff says, that all allegations and averments made in respect to said promissory note set forth in its first and second causes of action are hereby made a part of this its third cause of action. That in order to secure the payment of said promissory notes set forth in its said 1st and 2nd causes of action, and the interest accruing thereon, the said defendants, Frank Carpenter and Jessie D. Carpenter, executed, acknowledged and delivered to said plaintiff, The Connecticut Mutual Life Insurance Company, its Mortgage Deed on said 15th day of May, 1897, and thereby conveyed to said, The Connecticut Mutual Life Insurance Company, its successors and assigns forever, the following described premises, lands and tenements, to-wit. Situated in the Townships of Leesburg and Dover, County of Union and State of Ohio, and known as Part of Virginia Military Surveys Nos. 5506, 5497 and 5505, bounded and described as follows: Beginning at a stone at the southeast corner of said Survey No. 5506 and southwest corner of said Survey No. 5505; thence with the line dividing said surveys, North 8 degrees west 84.80 poles to a stone northwest corner to Emma Black's land; thence with the north line of said land, North 82 degrees East 16.52 poles to a stone, a corner to said land in the center the Grassy Run road; thence with the center of said road, North 2 degrees, west 26.84 poles to a stone, a corner to Henry Blummenshine's land; thence with a line of said land South 83 degrees west 19 poles to a stone; another corner to said land in the east line of said Survey No. 5506, (said stone being 27 poles North 8 degrees West from the Northwest corner of said Emma Black's land) thence with said survey line North 8 degrees West 200 poles to a stone, at the end of a small bridge in the Kegerter Road; thence South 82 degrees West 50 poles to a stone in the line of land formerly owned by J. Hilderbrand; thence with said line South 8 degrees East 51 poles to a stone (two beeches and a hickory) Southeast corner to said land; thence with the South line of the same South 82 degrees west 9 poles to a stone (two hickories and an ash) corner to lands formerly owned by Moses Laird; thence with three consecutive lines of said land South 8 degrees, East 203 poles to a stone (beech and ironwood); thence South 82 degrees west 58.84 poles to a stone; thence South 8 degrees East 61.40 poles to a stone Southeast corner of the said land formerly owned by Moses Laird in the South line of said Survey No. 5506; thence with said line South 82 degrees west 13.50 poles to a stone and sugar tree northeast corner to Joseph Stoner's land; thence with a line of said land South, 8 degrees, East 46 poles to a stone; thence North 82 degrees East 38.60 poles to a stone Southwest corner to David Black's land; thence with the West line of said land North 8 degrees West 46 poles to a stone, northwest corner to said land in the South line of said Survey No. 5506; thence with said line North 82 degrees

East 100.40 poles to the beginning containing 143 7/12 acres."
The said defendant Malissa Carpenter, wife of said Frank Carpenter, joined her said husband in the execution, acknowledgment and delivery of said Mortgage Deed, and thereby did remise, release and forever quit-claim unto the said Plaintiff its successors and assigns forever, all her right and title of Dower in and to the above described premises. On the 15th day of May, A.D. 1897, at 5 o'clock 5 minutes P.M. of said day said Mortgage Deed was left for Record in the office of the Recorder of said County, and the same was duly recorded by him in Volume 39 Page 117 of Records of Mortgage Deeds, on the 21st day of May, A.D. 1897.
Said Mortgage deed has a certain condition thereunder written, that if the said grantors and mortgagors, their heirs, assigns, executors, or administrators, shall well and truly pay said Promissory Note and the interest accruing thereon according to the tenor and effect thereof as aforesaid, the same to be void, otherwise to be and remain in full force and virtue in law. The condition of said Mortgage Deed has been broken, and the same has become absolute by the non-payment of the said Promissory Notes and the interest accruing thereon. The plaintiff by virtue of said Mortgage Deed has a good and valid claim upon the premises therein described, which is the first and best lien thereon.
That David F. Palen, The Aultman Taylor Company, James H. Dillon and Thomas M. Brannan, that all the other defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but this plaintiff is unable to state the nature or extent thereof. The plaintiff prays that all of the defendants above named may be notified of the filing and pendency of this petition, and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have, and the time or times when the same attached thereto. Wherefore the said plaintiff prays judgment against the said defendants, Frank Carpenter and Jessie D. Carpenter for said sum of Sixteen Hundred and Forty Eight Dollars ($1648.00) with interest on $1648.00 thereof at the rate of 8 per centum per annum, payable annually, from the 15th day of November, A.D. 1900, And this plaintiff further prays that the priority of the several liens on said mortgaged premises may be established, that the said premises may be ordered to be sold according to law, that the proceeds of such sale may be applied, first, to the payment of the taxes, if any are due on said premises, second to the payment of the costs of this action, and third, to the payment of this plaintiff's lien in its proper order of priority, and if said premises should not sell for sufficient to satisfy said plaintiff's lien, that an execution issue, as upon judgment at law, for any unsatisfied balance, and that it may have such other and further relief as in equity it is entitled to.

The Connecticut Mutual Life Insurance Co.
By James M. Berryhill and J.H. Kinkade
its Attorneys.

The State of Indiana,
Marion County ss. } James M. Berryhill, being duly sworn says that he is one of the Attorneys for the plaintiff in this case, and that the matters and things set forth in the foregoing petition are true as he verily believes; that plaintiff is a foreign corporation organized and existing under the laws of the State of Connecticut, that its principal officers, agents and managers are resident of the city of Hartford, Connecticut, and are each now absent from the State of Ohio, and Indiana as well, hence this affiant as one of the Attorneys in this case, makes this affidavit, and further says not.

James M. Berryhill.

Sworn to by said James M. Berryhill, before me and by him subscribed in my presence, this 31st day of May, A.D. 1901.

Lena M. Meehan,
Notary Public.

Seal

Precipe 7950.

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

Issue a summons for said defendants, directed to the Sheriff of said County, returnable according to law, Endorse- "Action for Money, Sale of Mortgaged Lands, and Relief," Amount Claimed $1648 00 with interest on $1648 00 thereof at the rate of 8 per centum per annum from the 15th day of November, 1900.

May 31st. 1901.

The Connecticut Mutual Life Insurance Company.
By James M. Berryhill and J. H. Kinkade,
its Attorneys.

7950 Summons

June, 1st. 1901, the following Summons issued:-
The State of Ohio, Union County ss.
To the Sheriff of Union County:

You are hereby commanded to notify Frank Carpenter, Malissa Carpenter, Jessie D. Carpenter, David T. Palen, The Kultman Taylor Co. James H. Dillon and Thomas M. Brannan that they have been sued by The Connecticut Mutual Life Insurance Co. in the Court of Common Pleas of Union County and must answer by the 29th day of June A.D. 1901 or the 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 June A.D. 1901. Witness my hand and the seal of said Court, this 1st day of June A.D. 1901.

Seal

Chas Penhorwood, Clerk
By Minnie Penhorwood, Deputy.

Endorsed:- "In action for Money, Sale of Mortgaged Lands &c.

Sheriff's Return.

The State of Ohio, Union County ss.

Received this writ June 3rd. A.D. 1901, at 9 o'clock A. M. and served same by delivering personally to Frank Carpenter, and by leaving at the usual place of residence of Malissa Carpenter true and certified copies of this writ with all the endorsements thereon, June 6th, 1901, and by delivering personally to James H. Dillon, June 3rd, 1901, and to Thomas M. Brannan, June 8th, 1901, true and certified copies of this writ with all the endorsements thereon, The other within named defendants not being found in this County- 6/10/1901.

Sheriff's Fees- Service & return $.60 add. Defts. .45 mileage $1.60 copy .80 Total, $3.45

S. F. Burnham, Sheriff.

7950 Entry.

July 1st. 1901, the following Entry filed:-

The Connecticut Mutual Life Insurance Co.
Vs.
Frank Carpenter et. al.
Court Common Pleas, Union County, Ohio.

This cause coming on to be heard, it appearing to the Court that the defendant, David T. Palen has paid to the Clerk of this Court, the amount prayed for by the plaintiff in its petition and has also paid the costs herein this cause is therefor hereby dismissed.

Attest:

Chas. Penhorwood, Clerk,

Pleas continued and held at the Court House in Marysville, within and for the Tenth 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 April, to-wit on April, 15th, A.D. 1901, Be it remembered that heretofore, to-wit, on December, 9th, A.D. 1899, Lucy A. Hammond filed in the Clerk's office of said Court, the following Petition against Jane Gordon et. al, to-wit:-

Lucy A. Hammond, Executrix of the estate of Orin Hammond, deceased,

7746 Petition

Vs.

Jane Gordon, Benjamin Gordon, Rose Congroor, Vet. Congroor, Emery Hammond, Amanda Hammond, Clara Maloy, John Maloy, Georg Hammond, Frankie Hammond, Met. Collett, Eugene Collett and Foster Brunett- Defendants,

Lucy A. Hammond comes and says she is the Executrix of Orin Hammond, deceased, that on the day of she was duly appointed by the Probate Court of Union County, Ohio, Executrix of said Orin Hammond, deceased, and that on the day of she duly qualified as such Executrix, and is now the Executrix of the Estate of Orin Hammond deceased, said plaintiff says there has been presented by her to the Probate Court of Union County, Ohio, certain claims against said estate as provided by law, and that said Probate Court allowed said claims, which are a valid and just claim against said estate, Plaintiff further says there is no personal property of said estate of Orin Hammond, and that the costs of said Administration of said estate will amount to about one hundred dollars, and that the amount of said claims of said Lucy A. Hammond, as presented to the said Probate Court of Union County, Ohio, is said plaintiff says there is no personal property to pay the debts of said Orin Hammond, deceased, Plaintiff says that on or about the eleventh day of July, 1894 Orin Hammond was the owner in fee simple of the following described real estate, situated in the County of Union and State of Ohio, and in the Township of Allen and in Survey No. 6295 and bounded and described as follows:- Beginning at a stone and pieces of brick Southwest corner of the Henry C. Kennedy land in the South line of said Survey, and in the center of the Milford and Aurine gravel road; thence with the center of said road, S. 57° E. 67 60/100 poles to a stone and pieces of brick, corner to lands owned by the heirs of James Stewart, deceased; thence with the East line of said land N. 33° E. 63 20/100 poles to a stone and pieces of brick in the South line of lands owned by Edward Couley's heirs; thence with said Couley's line N. 57° E. 67 60/100 poles to a stone and pieces of brick, the Northwest corner of said Henry C Kennard's land; thence with the West line of the same S. 33° E. 63 20/100 poles to the place of beginning; containing 26 70/100 acres of land, Said plaintiff further says that on or about said 11th day of July, 1894 said Orin Hammond, deceased, deeded to the said Johnathan Hammond the lands hereinbefore described, Said plaintiff represents to this Court that the said Johnathan Hammond is now deceased and left no wife, That the following named persons are the only heirs-at-law- of the said Johnathan Hammond, deceased, to-wit:- Jane Gordon, Bryamin Gordon, Rose Congroor, Vet Congroor, Eugene Hammond, Amanda Hammond, Clara Maloy, John Maloy, George Hammond, Frankie , Met Collett Eugene Collett, Said plaintiff says that while the said deed to Johnathan

Hammond, deceased, sets out on its face, one dollar consideration for said land, there was in truth and fact no consideration for same, Said plaintiff says at the time of the making the deed for said lands, said Orin Hammond was very old, infirm, feeble in body and mind, was 88 years old, and that the said Orin Hammond was the father of said Johnathan Hammond, That at the time of the making of said deed, said Johnathan Hammond, falsely and fraudulently, promised and agreed with the said Orin Hammond, that in consideration of him the said Orin Hammond, making deed for lands hereinbefore described, that he the said Johnathan Hammond, would pay the taxes on said lands, would clothe him, the said Orin Hammond, and keep firewood supplied for said Orin Hammond, sufficient for fuel necessary for him, would pay all doctor bills furnish spending money, for him, the said Orin Hammond, would furnish tobacco and necessary clothing for said Orin Hammond, would pay for reasonable funeral expenses, Whereas in truth the said Johnathan Hammond, never at any time or place nor any one for him the said Johnathan Hammond, nor any of the heirs of the said Johnathan Hammond nor any one for said heirs has performed the things by him to be performed or any part of the things to be performed by the said Johnathan Hammond, Said plaintiff says that said Orin Hammond relying on the said false and fraudulent representations of the said Johnathan Hammond as hereinbefore set out, conveyed said lands to said Johnathan Hammond and that since said conveyance said Johnathan Hammond died leaving no estate of any value, that he was wholly insolvent, and that Orin Hammond in his life time nor any one for him has ever in any way received any of the things to be done by said Johnathan Hammond, and that no one since the death of said Orin Hammond, has received the same or any part thereof, Said plaintiff herein says that Foster Bennett claims to have a mortgage on said premises for about $100.00, and asks that he, the said Foster Bennett, come into this Court and set the same out more fully, and if he may have any rights, the same be considered by this Court. Said plaintiff says a copy of said claims against the estate of the said Orin Hammond are hereto attached marked "A". Lucy A. Hammond says she is the widow of Orin Hammond, deceased, and is entitled to dower in said land. Said plaintiff in said conveyance was without consideration, that said promises and agreements of said Johnathan Hammond, were false and fraudulent, and asks this Court that the deed from said Orin Hammond to Johnathan Hammond, of the real estate herein described may be by the Court decreed void, and may be vacated and annulled, and that this plaintiff may be ordered to sell said premises, to pay the debts of said Orin Hammond, deceased, and for all other and proper relief.

H. D. Hoopes, Atty for Plaintiff.

State of Ohio, Union County ss.

Lucy A. Hammond being first sworn says the allegations in the foregoing petition are as she believes true.

Lucy A. Hammond.

Sworn to and subscribed in my presence this 9th day of December, 1899.

Seal

John A. Gosnell, Deputy Clerk.

7746 Exhibit "A"

7746 Precipe

7746 Summons

7746 Demurrer

7746
Exhibit "A"

"A"

Orin Hammond Dr. to Lucy A. Hammond, on note as follows:-
June 9th, 1892.

Six months after date I promise to pay Lucy A. Hammond, or bearer ($76.18) seventy-six Dollars and 18 cents, bearing 8% interest from date.

Signed- Orin Hammond.

To cash from	September	1893 to	Sept. 1894	$75.00
" "	"	1894 "	" 1895	75.00
" "	"	1895 "	" 1896	75.00
" "	"	1896 "	Oct. 1897	92.21
			Total	$317.21

Total note and account. $393.37
With interest on note from date at 8%.

7746
Precipe

Clerk:-

Issue summons on the above defendants returnable according to law, indorsed- action to set aside deed, and order to sell real estate,

H. T. Hoopes.

7746
Summons

December, 9th, 1899, the following Summons issued:-

The State of Ohio, Union County.

To the Sheriff of Union County:-

You are hereby commanded to notify Jane Gordon, Benjamin Gordon, Rose Congrove, Art Congrove, Emery Hammond, Amanda Hammond, Clara Maloy, John Maloy, George Hammond, Frankie Hammond, Mel. Collett, Eugene Collett and Foster Bennett, that they have been sued by Lucy A. Hammond, Executrix of the estate of Orin Hammond, deceased, in the Court of Common Pleas of Union County, and must answer by the 6th day of January, A.D. 1900, or the 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 December, A.D. 1899. Witness my hand and the seal of said Court, this 9th day of December, A.D. 1899.

Seal

J. A. Gosnell, Clerk.

Indorsed:- "In action to set aside deed, and to sell real estate,"

Sheriff's Return.

The State of Ohio, Union County ss.

Received this writ December, 18th, A.D. 1899 at one o'clock P.M. and served same by delivering a true and certified copy of this writ with all of the indorsements thereon to Clara Maloy, on Dec. 18th 1899. Sheriff's Fees- Service & return .50 mileage .16 copy .15 Total $.81

J. Ed. Robinson Sheriff.

7746
Demurrer

Jan. 23rd. 1900 the following Demurrer filed:-

Lucy A. Hammond Ex. &c.

Vs.

Jane Gordon et. al.

Court Common Pleas, Union County, Ohio.

And now come the said defendants and demur to plaintiffs petition herein, and for grounds thereof say:- 1st That plaintiff has not legal capacity to sue,

2nd That said petition does not state facts sufficient to constitute a cause of action.

Cameron & Cameron, and,
John M. Brodrick
Attorneys for Defendants.

7746 Entry — Sept. 14th, 1900. The following Entry filed:-

Suey A. Hammond Ex,
Vs. Court Common Pleas, Union County, Ohio.
Jane Gordon et. al.

On motion the Court grants leave to file Answer, by September 22nd, 1900.

7746 Answer — Sept. 29th, 1900, the following Answer filed:-

Suey A. Hammond, Executrix of the estate of Orrin Hammond, deceased,
Vs. Court Common Pleas, Union County, Ohio.
Jane Gordon et. al. Defendants,

Now comes the said defendants and for answer to the petition say:- They admit that Suey A. Hammond, is the Executrix of the estate of Orrin Hammond, deceased, They further admit that said Orrin Hammond was the father of Johnathan Hammond, They also admit that at the date named in the petition said Orrin Hammond was the owner of the lands in the petition described, and that he conveyed the same to said Johnathan Hammond, They admit that said Johnathan Hammond died leaving the persons named in the petition as his only heirs and legal representatives to whom said lands descended by law. They admit that the plaintiff is the widow of said Orrin Hammond.

These defendants deny each and every other allegation and averment in said petition contained, except such allegations, and may be in this answer especially and specifically admitted.

Second, defense and Cross-petition:-

The defendant heirs of Johnathan Hammond say that the said plaintiff was the wife of said Orrin Hammond by a marriage in his old age. She did not assist him in the accumulation of property. At the time of her marriage with him the said Orrin Hammond was the owner of about 103 acres of land in this County, which land was encumbered by mortgages and the said Orrin Hammond had other indebtedness. In order to pay off his debts the said Orrin Hammond proposed to sell his said lands but the plaintiff would not sign a deed with him until he agreed to pay to her the full one third of the purchase money for said lands, and it was then agreed by and between the said Orrin Hammond, and the Plaintiff that said land should be sold and after paying the debts said plaintiff should have one full third of the balance of the purchase money.

It was further agreed and arranged that with the remaining two thirds of said purchase money the said Orrin Hammond should buy a small tract of land and in it the plaintiff should have no dower, as she had already had her full share of his estate, when she received the one third of the purchase money for which said land sold. There being no personal estate above the ordinary exemptions. According to the said agreement the said Orrin Hammond, sold the said 103 acre tract and the plaintiff received from the purchaser, the full one third of the purchase money, after the debts were paid, and she then signed a paper showing it was in full of all her

interest in the estate of the said Orrin Hammond, which paper is not in the possession of the defendants, and they are not able to set it out in full, but in substance it was a release by her of all her interest in said Orrin Hammond's estate. The amount then paid to her was about $800.00. Afterward and pursuant to the said agreement the said Orrin Hammond, with the remaining two thirds of said purchase money bought the tract of land in the petition described. The said Johnathan Hammond was the son of Orrin Hammond by a former marriage and from time to time he had been assisting his father with spending money and in other ways, and desiring to make provision for him the said Orrin Hammond, executed the deed in the petition set forth, In the said deed the said Orrin reserved for himself a life estate in the said premises, and by verbal agreement he was to have all his necessary firewood from the land. After receiving the said deed the said Johnathan Hammond continued to let his father have money and he also bought him clothes and assisted him in other ways. Since the death of said Orrin Hammond, the plaintiff has kept the possession of the lands in the petition described, and has received the rents and profits of the same, and has deprived the defendants, the heirs of Johnathan Hammond of their possession of the same, and has unlawfully kept them out of possession.

Third defense:- The plaintiff at the time of this action was brought was defendant to a petition filed by the said Foster Bennett as the Administrator of Johnathan Hammond, in the Probate Court of this County in which petition the said Foster Bennett asked to sell said lands for the purpose of paying the debts of the said Johnathan Hammond, and other relief. The heirs of said Johnathan Hammond are also parties to the said action in the Probate Court, and said action is still pending therein and was so pending when this action was brought. In said action in the Probate Court the plaintiff is required to set up any claim she may have to said lands, And so these defendants say that at the time this action was brought there was another action pending between the same parties on the same subject matter, and that the jurisdiction of said Probate Court was first obtained. Therefor the defendants, the heirs of said Johnathan Hammond asks that the Court may determine first whether the action pending in the said Probate Court is a bar to this action, and if so that the action here be dismissed, and the parties left to the determination of said Probate Court, but if the Court be of the opinion that the said action in the Probate Court is not a bar to this action, then the defendants, heirs of Johnathan Hammond ask for an order for the delivery of the said lands in the petition described to them, and that they may have the possession thereof, and that the plaintiff may account to them for the use of said lands and for all other and further relief as may be right and just under the facts, and to which the said defendants may be entitled either in law or equity.

Cameron & Cameron, Attys for defts. heirs of Johnathan Hammond.

The State of Ohio, Union County ss.

Mettie Collett one of the defendants being first duly sworn says that the facts stated in the foregoing answer, are true as she believes.

Mettie Collett.

Sworn to before me and signed in my presence this 29th day of Sept. 1900.

(Seal)

Chas Penhorwood, Clerk.

7746 Reply

Jan. 14th, 1901. the following reply filed:-

Lucy A. Hammond Ex. &c.
Vs. Court Common Pleas, Union County, Ohio.
Jane Gordon et. al.

The plaintiff says she denies all allegations in the answer in this case except those admitted in the petition and as to dates as shown by record in this Court and in Probate Court, but denies each and every other allegation, and prays as in her said petition.

A. D. Hoopes, Atty for Plaintiff.

The State of Ohio, Union County ss.

Lucy A. Hammond being first sworn says the forgoing allegations are as she believes true. Lucy A. Hammond.

Sworn to and subscribed this 14th day of January, 1901.

Seal

D. D. Arthur, Notary Public.

7746 Motion

Jan. 15th, 1901, the following motion filed:-

Lucy A. Hammond Ex. &c.
Vs. Court Common Pleas, Union County, Ohio.
Jane Gordon et. al.

The defendants moor the Court for an order requiring the plaintiff to make her reply more definite and certain in the following particulars, towit:- That she definitely state all the allegations in the answer denied by her, whether the same be of record or not. That she be required to reply to all the allegations and averments in said answer whether the same be of record or not. Cameron & Cameron, Atty's for Defendants.

7746 Entry

Jan. 15th, 1901. the following Entry filed:-

Lucy A. Hammond Ex.
Vs. Court Common Pleas, Union County, Ohio.
Jane Gordon et. al.

This cause came on this day to be heard upon the motion to make the Reply more definite and certain; and upon consideration by the Court, said motion is sustained

7746 Reply

Jan. 16th, 1901. the following Reply filed:-

Lucy A. Hammond Ex. &c.
Vs. Court Common Pleas, Union County, Ohio.
Jane Gordon et. al.

Now comes the plaintiff herein, and denies all allegations in the answer herein, but says some of the allegations she is not now certain as to the facts, but denies the same except those admitted by her petition and prays as in her petition.

A. D. Hoopes, Atty for Plaintiff.

State of Ohio, Union County ss.

Lucy A. Hammond being sworn says the forgoing reply, is as she believes true.

Lucy A. Hammond.

Sworn to before me this 16th day of January, 1901.

Seal

Chas C. Rushorwood, Clerk.

7746 Entry

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7746 Order of Sale

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7746 Entry

Mar. 4th, 1901, the following Entry filed:-

Suey A. Hammond, Ex. &c.
Vs.
Jane Gordon et. al,

Court Common Pleas, Union County, Ohio.

This day came the parties by their attorneys, and this cause came on to be heard, upon the pleadings of the parties and the evidence; on consideration whereof the Court, being fully advised in the premises find, that the deed from said Orrin Hammond to said Johnathan Hammond, was without consideration and for that reason void as to the existing creditors of said Orrin Hammond, to-wit, the claim of the Plaintiff upon her note of $76.18 with 8% interest from June 9th, 1892, in favor of plaintiff, and also the sum of $75.00 due plaintiff from said Orrin Hammond at the date of said deed, and the Court further find that said Suey Hammond is entitled to be paid the value of her dower interest in said premises and that said Foster Bennett has a mortgage lien upon said premises for the sum of $ —.

It is therefore considered, ordered and decreed by the Court that in case the heirs of Johnathan Hammond fail for 20 days to pay to the Clerk of this Court the costs herein, and the note of $76.18 with 8% interest from June 9th, 1892 and the further sum of $ 75.00 due to the plaintiff, that an order of sale issue to the Sheriff of this County commanding him to cause the said lands to be appraised, advertised and sold free of the dower of the said Suey A. Hammond, and that out of the proceeds of said sale the Sheriff pay:- 1st. The costs of this proceeding taxed to $ —.

2nd. The taxes that may be a lien upon said premises at the date of sale,

3rd. To Suey A. Hammond the value of her dower interest to be hereafter determined by the annuity tables,

4th. To Foster Bennett the sum of $ 130.00 being the amount of his mortgage claim and interest to this date,

5th To Suey A. Hammond the sum of $ 151.18 with interest on the sum of $ 76.18 from June 9th, 1892 at 8% until paid,

6th That he pay the balance of the purchase money of said lands, if any to the said Foster Bennett as the administrator of said Johnathan Hammond to be administered by said administrator as part of said Johnathan Hammond's estate.

And it is further ordered, and decreed by the Court that of his proceedings in the premises the Sheriff make due return to this Court without unnecessary delay.

7746 Order of Sale

Mar. 5th, 1901, the following order of sale was issued:-

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:-

Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 7th day of February, 1901 Suey A. Hammond obtained a judgment and decree against Jane Gordon et. al. for the sum of Two Hundred and Three and 96/100 Dollars and $ — costs of suit; and whereas it was then and there, by said Court ordered, adjudged and decreed that the said Jane Gordon et. al. within 20 days from the 7th day of February, A.D. 1901, pay unto the said Suey A. Hammond the said sum of Two Hundred and Three and

96/100 Dollars with interest from the 7th day of Feb. 1901, 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 20 days aforesaid have fully expired and the said sum of Two Hundred and Three and 96/100 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 by Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit:- Being part of Survey No. 6295, in Allen Township, bounded and described as follows:- Beginning at a stone and pieces of brick, Southwest corner of the Henry C. Kennedy land in the South line of said Survey, and in the center of the Milford and Amerine gravel road; thence with the center of said road S. 57° W. 67 60/100 poles to a stone and pieces of bricks, corner to lands owned by the heirs of James Stewart, deceased; thence with the east line of said land N. 33° W. 63 20/100 poles to a stone and pieces of brick in the South line of land owned by Edward Conley's heirs; thence with said Conley's line N. 57° E. 67 60/100 poles to stones and pieces of brick, the northwest corner of said Henry C. Kennedy's land; thence with the West line of the same S 33° E. 63 20/100 poles to the place of beginning containing 26 70/100 acres of land. The foregoing premises to be sold free of the dower of said Lucy A. Hammond.

We therefor 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 Statutes regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with cost 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 March, A. D. 1901.

Seal

Chas. C. Turhorwood, Clerk
By Minnie Turhorwood, Deputy.

Sheriff's Return.

The State of Ohio, Union County ss.

Received this writ the 5th day of March, A. D. 1901 and on the 5th day of March, 1901, I called an inquest of Ray P. Morse, Joseph Davis Jr. and John Fox, 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: $480 60/100) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. Thereupon I caused public notice of the time and place of sale of said Real Estate to be given for more than thirty days (to-wit: - five consecutive weeks) before the day of sale by advertisement in the Marysville Tribune a newspaper printed in said Union County, and of general circulation therein as will appear by a copy of said advertisement hereto attached. And on the 6th day of April A. D. 1901, at the door of the Court House in Marysville, Ohio at the hour of 10 A. M of said

7746
Last Notice

7746
Entry

day, the time and place of sale specified in said notice I offered the within described Real Estate at public auction; and then and there struck off and sold the same to J. L. Cameron for the sum of Twenty Dollars per acre or $534.00, he being the highest bidder therefor, and the sum bid being more than two thirds of the appraised value.

Sheriff's Fees-Service .30 Levy .30 Sumn. App. 1.00 Swearing App. .30 writing App. .30 Copy of App. .30 Notice to Printer .30 writing Notice .30 Mileage .80 Poundage .80 Return .30, Deed 2.00 Revenue 1.00 Appraisers Fees 3.00 Printer's Fees $15.50

S. F. Burnham, Sheriff.

7746 Legal Notice

Apr. 6th, 1901, the following Legal Notice and Proof filed.

Sheriff Sale. — W. F. Hoopes, Attorney.

Lucy A. Hammond
Vs.
Jane Gordon et. al.

Court of Common Pleas, Union County, O.

Order of Sale.

By vertue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, April 6th, 1901 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: Beginning at a stone and pieces of bricks, southwest corner of the Henry C. Kennedy land, in the South line of said survey and in the center of the Milford and Millcreek gravel road, South 57° West 67 60/100 poles to a stone and pieces of bricks, corner to lands owned by the heirs of James Stewart (deceased), thence with the east line of said land North 33° W. 63 20 poles to a stone and pieces of brick in the South line of lands owned by Edward Conley's line West 57° East 67 60/100 poles to stone and pieces of brick, the northwest corner of said Henry C. Kennedy's land; thence with the West line of the same, South 33° E. 63 20/100 poles to the place of beginning, containing 26 70 acres of land. The forgoing premises to be sold free of the Dower of said Lucy A. Hammond,

Appraised at $480.60. Terms of Sale: Cash,

S. F. Burnham, Sheriff of Union County, O.

The State of Ohio, Union County ss.

The undersigned being duly sworn says that a copy of the annexed Notice was published for 5 consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with March 6th, 1901, P. C. Garrard, Agent.

Sworn to before me and subscribed this 6th day of April, 1901, Printers Fees:- $15.50 (Seal) Chas. Trinkwood, Clerk.

7746 Entry

Apr. 15th, 1901, the following Entry filed:-

Lucy A. Hammond Ex.
Vs.
Jane Gordon et. al.

Court Common Pleas, Union County, Ohio.

The Sheriff having sold the property described in the order of sale, issued to him in this case, and the Court being satisfied of the legality of such sale, and that the same has been made in all respects in conformity to law, approves and confirms the same and directs said Sheriff to execute and deliver to the purchaser of

said property a good and sufficient deed for said premises so by him sold, And a writ of possession is awarded to the purchaser thereof, And it is further ordered that said purchaser be and he is subrogated to all the rights of any lienholder to the extent he may be satisfied herein. In addition to the order of distribution heretofore made it is ordered that the said Sheriff pay for releasing said lands from tax sale and procuring deed of release therefor the sum of $5.[1]{}[st] and also the sum of $2.[00] cost of transfer and recording deed of quit claim taken to clear up title. And the Court finds the amount of the dower interest of said Lucy A. Hammond in said lands is $77.[76] which bring added to the amount heretofore found due her makes the total sum to be paid to said Lucy A. Hammond, $282.66 which sum or so much thereof as may remain after paying the preceding claims, costs, taxes, the Sheriff is ordered to pay to her,

Attest:- Chas. E. Trahorwood, Clerk.

7748
Petition

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Pleas continued and held at the Court House in Marysville, within and for the Fruth 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 April, towit: on April, 15th, A.D. 1901. Be it remembered that heretofore, towit:- on December 20th, 1899, Emma Sharp et. al. filed in the Clerks office of said Court the following petition against Mary Mathers et. al, towit:-

7748
Petition

Emma Sharp and Upton Sharp, husband,
Vs. Court Common Pleas, Union County, Ohio.
Mary Mathers, Chas. Mathers, Ella Cole, and her husband
Abr Cole, Mahlan Mathers, Joseph Mathers, Harlow Mathers,
and Mathers, his wife, Ralph Mathers, a minor under
14 yrs. of age, Christopher Mathers, and The Citizens Home
and Savings Company, Defendants.

Emma Sharp the said plaintiff by way of petition for partition respectfully represents to the Court and says that on or about the day of 1896, one John Mathers of Union County, and State of Ohio died intestate seized of an estate in fee simple in the following lands and tenements situate in said Co. of Union and State of Ohio, and described as follows towit:- Situate in the Village of Marysville in Survey No. 3361. Beginning at a stake in the West line of London Street and north-east corner to a lot conveyed by Harriett C Lee to Milton Orahood. thence with the North line of said Orahood lot (now owned by Henry Huber) N. 74° W. 16 poles to a stake northwest corner of said Henry Huber's lot; thence N. 15° E. 3 50/100 poles to a stake in the South line of Mary L. Schmidts lot. thence with the South line of her lot S. 74° E. 15 poles, to stake corner to said land in the West line of said London Street, thence with said line of said street S. 15° W 3 50/100 poles to the beginning, Containing more or less 35/100 of an acre." That said premises descended to the following persons the children and grandchildren of said John Mather deceased, and is now owned by them in the following proportions as co-parceners or tenants in common, towit:- Your petitioner a daughter of the deceased John Mathers, one undivided equal one eighth part of said premises in fee, and to the Chas. Mathers, Ellie Cole, Joseph Mathers, Christopher Mathers, Mahlan Mathers, Harlow Mathers, and Ralph Mathers, who is a minor under 14 yrs. of age, all of Union County, Ohio, each, the one equal undivided one eighth part in fee. Your petitioner further represents that the said Mary Mathers is the widow of the said John Mathers deceased, and who resides in Union County, is entitled to dower in said premises.

Your petitioner further says that the Citizens Home and Savings Co. of Marysville, Ohio, claims some interest in said premises, and that they be required to set up their claim therein. Your petitioner therefore prays that said Mary Mathers, Chas Mathers, Ellie Cole, Joseph Mathers Mahlan Mathers, Harlow Mathers, Christopher Mathers, and Ralph Mathers, said minor, and Citizens Home and Savings Co. be made parties herein and your petitioner desiring to hold her said interest in severally prays that partition of said premises may be made and that the dower of said Mary Mathers 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, subject to such claim as The Citizens Home and Savings Co. may have.

J. M. Kennedy, Atty for Pl'ff.

The State of Ohio, Union County ss.

Emma Sharp being first duly sworn says the facts and allegations of the foregoing petition are as she believes true.

Emma Sharp.

Sworn to and subscribed by the said Emma Sharp before me this 20th day of Dec. 1899.

Seal

J. A. Dillon, Notary Public.

7748 Answer and Cross-petition

7748 Waiver

I, Mary Mathers, widow of John Mathers, dec, hereby waive the issuing and service of summons in the above petition and enter my appearance therein waiving all questions of time thereto

her
Mary x Mathers
mark

7748 Precipe

To the Clerk:-

Issue summons to Sheriff of Union County for Charles Mathers, Ellen Cole, Abr Cole, Joseph Mathers, Mahlan Mathers, Harlow Mathers, Mrs. Harlow Mathers, Ralph Mathers, a minor under fourteen years of age, and The Citizens Home and Savings Company, defendants, endorsed, partition of real property asked for.

J. M. Kennedy, Atty for Pl'ff.

7748 Summons

Dec. 20th, 1899, the following Summons issued:-

The State of Ohio, Union County ss.

To the Sheriff of Union County:-

You are hereby commanded to notify Charles Mathers, Ella Cole, Abr Cole, Joseph Mathers, Mahlan Mathers, Harlow Mathers, Mrs. Harlow Mathers, Ralph Mathers, a minor under 14 yrs of age, and The Citizens Home and Savings Company that they have been sued by Emma Sharp et al. in the Court of Common Pleas of Union County, and must answer by the 19th day of January, A.D. 1900, or the 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 Jan. A.D. 1900. Witness my hand and the seal of said Court this 20th day of December, A.D. 1899.

Seal

J. A. Connell, Clerk.

Endorsed:-

In action for partition of real estate prayed for.

The State of Ohio, Union County ss.

Sheriff's Return.

Received this writ Dec. 21st A.D. 1899, 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 Joseph Mathers and Harlow Mathers personally on Dec. 26th, 1899, to Ella Cole, Mahlon Mathers, Mrs. Harlow Mathers personally and to Abr Cole by leaving a copy at his usual place of residence on Dec. 27th, 1899, to Chas. Mathers and Ralph Mathers, a minor under 14 yrs. of age personally on Dec. 28th, 1899. Ralph Mathers being a minor under 14 yrs. of age and having no father or guardian, a copy was left at the usual place of residence of Ivor Mathers his mother, under whose care and guidance he now is, on Dec. 28th, 1899. To H. H. Morey, president of the Citizens Home and Savings Company, personally on Dec. 29th, 1899.

Sheriff's Fees: Service & return $1.85 mileage $3.20, copies $1.50 Total $6.55

J. Ed. Robinson, Sheriff.

7748 Answer and Cross-petition

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7748
Answer and Cross-petition

Jan. 17th, 1900, the following Answer and Cross petition filed:-
Emma Sharp et al.
Vs.
Mary Mathers et al.
Court 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.

I First cause of action:- For a first cause of action the said defendant, The Citizens Home and Savings Company says: that on the 12th day of April, 1892, the said decedent, John Mathers, made and delivered to said Company this contract in writing, of which the following is a copy.

$500.00 Marysville, Ohio, April 12th, 1892.

Received of The Citizens Home and Savings Company, of Marysville, O. Five Hundred Dollars, as a loan on five shares of stock No. 707 owned by John Mathers in said Company. I agree to pay to said Company weekly not less than One and 23/100 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 premiums for precedence due on said loan, amounting to 2/100 Dollars per week.
Third: to the payment of the interest due on said loan amounting to 6/100 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.

Attest: J. H. Schmidt. John his X mark Mathers.

No. 228.

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 defendant, The Citizens Home and Savings Company says: That on the 12th day of April 1892, and to secure the said loan, and weekly payments set forth in said contract in said first cause of action herein, the said John Mathers and Mary Mathers, his wife executed and delivered to said defendant, The Citizens Home and Savings Company their mortgage deed and thereby conveyed to said Company the following described real estate, viz:- Being the same premises described in said plaintiff's petition herein. The condition contained in said mortgage was as follows:- Provided, nevertheless, and these presents are upon this condition: that whereas the said John Mathers has entered into a contract in writing with said Company in the words and figures following, towit:-

$300.00 Marysville, Ohio, April 12th, 1892.

Received of The Citizens Home and Savings Company of Marysville, Ohio. Five Hundred Dollars, as a loan on Five Shares of Stock No. 707 owned by John Mathers in said Company. I agree to pay to said Company weekly not less than One and 25/100 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 25/100 Dollars per week. Third:- To the payment of the interest due on said loan amounting to 60/100 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 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.

(Signed) John his × mark Mathers.

Now, if the said John Mathers shall pay to said Company, it 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 April, A.D. 1892 at 1 40 o'clock P.M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 29 Page 221 of the Records of Mortgages of said County.

III Third cause of action: For a third cause of action the said defendant, The Citizens' Home and Savings Company, says: that on the 28th day of December, 1894 the said decedent John Mathers, made and delivered to said Company his contract in writing of which the following is a copy,

$100.00 Marysville, Ohio, December, 28th, 1894.

Received of The Citizens Home and Savings Company of Marysville, Ohio, One Hundred Dollars as a loan on one share of stock No. 767 owned by John Mathers in said Company. I agree to pay to said Company weekly not less than 25/100 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 04/100 Dollars per week. Third:- to the payment of the interest due on said loan, amounting to 12/100 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.

Attest:- John M. Brodrick. John his × mark Mathers.

No. 529.

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 decedent John Mathers has paid and caused to be paid by others to said Company the sum of Five Hundred and Fifty Nine and 75/100 Dollars which has been applied according to the terms of said contract as follows:- For insurance 90cc, for premium $1.26 for interest $273.78 and the remainder $184.11 has been credited as dues on said stock. The dividends declared on said stock are Sixty Two and /100 Dollars. The last payment having been made on said stock on the 8th day of January, 1900.

IV Fourth cause of action:- For a fourth cause of action the said defendant, The Citizens Home and Savings Company says:- That on the 28th day of December, 1894, and to secure the said loan, and weekly payments, set forth in said contract in said first cause of action herein the said John Mathers and Mary Mathers, his wife executed and delivered to said defendant, the Citizens Home and Savings Company their mortgage deed and thereby conveyed to said Company the following described Real Estate viz: Being the same premises described in plaintiffs petition herein. The condition contained in said mortgage was as follows:- Provided, nevertheless, and these presents are upon this condition that whereas the said John Mathers has entered into a contract in writing with said Company in the words and figures following to-wit:-

$100cc

Marysville, Ohio. December, 28th, 1894.

Received of The Citizens Home and Savings Company of Marysville, O. One Hundred Dollars as a loan on one Share of Stock No. 707 owned by John Mathers in said Company. I agree to pay to said Company weekly not less than 25/100 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 0/100 Dollars per week. Third:- To the payment of the interest due on said loan amounting to 12/100 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 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.

(Signed) John his mark Mathers.

Now if the said John Mathers shall pay to said Company, it successors or assigns, the said sums of money when due as set forth by said contract then these presents shall be void. On the 29th day of December, 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 194 of the Records of Mortgages of said County. There is due and remaining unpaid upon said contract set forth in the first and third causes of action herein the sum of Three Hundred and Fifty Three and 28/100 Dollars, on the 8th day of January, 1900. and the further sum provided in said contract, viz. for fines 0/100 Dollars, for premium 24/100 Dollars, and for interest 72/100 Dollars in all One and 26/100 Dollars for each and every week from and after said 8th day of January, 1900. 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 of Three Hundred and

Fifty Three and 28/100 Dollars, and One and 29/100 Dollars additional from and after the 8th day of January, 1900 until paid, and for all proper relief in the premises.

John M. Brodrick, Attorney for The Citizens Home and Savings Company.

The State of Ohio, Union County ss: John M. Brodrick being sworn makes oath that he is the Attorney of said defendant, The Citizens Home and Savings Company, and that the facts stated in the foregoing answer and cross petition are, to affiant's knowledge, true.

John M Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 17th day of January, 1900.

J.A. Goshell, Clerk in and for Union County, Ohio.

7748 Entry. Feb. 1st. 1901. the following Entry filed:-

Emma Sharp et.al
Vs.
Mary Mathers et.al.

Court Common Pleas, Union County, Ohio.

It is ordered by the Court that A. H. Kollefrath, be and he is hereby appointed Guardian ad litem for the suit for Ralph Mathers, a minor defendant named in the petition herein and the said A.H. Kollefrath appeared in open Court and accepted said appointment.

7748 Answer. Feb. 1st. 1901. the following Answer filed:-

Emma Sharp et.al.
Vs.
Mary Mathers et.al.

Court Common Pleas. Union County, Ohio.

And now comes A. H. Kollefrath and as Guardian ad litem for the suit for the minor defendant Ralph Mathers says that he denies all the material allegations of the petition prejudicial to said minor defendant, and asks that his rights be protected.

A.H. Kollefrath, Guardian ad litem.

7748 Answer. Feb. 1st. 1901. the following Answer filed:-

Emma Sharp et al.
Vs.
Mary Mathers et al.

Court Common Pleas. Union County, Ohio.

Now comes Mary Mathers, widow herein in the above case files this her answer therein and ~~waives~~ the ~~assignment of~~ dower in the premises described in said petition and elects to take in lieu thereof money arising from the sale thereof

Mary (her mark) X Mathers.

7748 Entry. Feb. 1st. 1901. the following Entry filed:-

Emma Sharp et. al
Vs.
Mary Mathers et. al.

Court Common Pleas. Union County. Ohio.

This day this cause came on to be heard upon the petition, the answer of Guardian for the suit for Ralph Mathers, minor defendant, and the pleadings and record in the cause, and was presented 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 beginning, pendency and demand of said action against

7748 Writ of Partition. Feb. 1st. The

them as required by law, and that said plaintiff hath a legal right and estate in the premises described in the petition and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in said petition, It is ordered by the Court on motion of J.M. Kennedy Attorney for said plaintiff that by the oaths of E.L. Price, J.B. Cole, and Wm. Dilworth judicious disinterested freeholders of the vicinity upon actual view of the premises, one full equal third part of said real estate in said petition described be set off and assigned to said Widow, Mary Mathers as her dower estate therein, and that by the like oaths of said E.L. Price, Wm. Dilworth and J.B. Cole, and upon actual view of partition be made subject to the dower estate of Mary Mathers in the following proportions, to wit: to Chas. Mather one equal 8th part thereof, to Ellie Cole one equal 8th part thereof, Joseph Mather one equal 8th part thereof, Mahlon Mather one equal 8th part thereof, Harlow Mathers one equal 8th part thereof, Ralph Mathers one equal 8th part thereof, Christopher Mathers one equal 8th part thereof and to the plaintiff, Emma Sharp one equal 8th part thereof if the same can be done without manifest injury to the value thereof, if not that said premises free and subject to the dower of said Mary Mather, 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 be made according to law.

7748 Waiver

Feb. 1st. 1901, The following Waiver filed:-

Emma Sharp et. al.

Vs.

Court Common Pleas, Union County, Ohio.

Mary Mathers et. al.

I, Chris. Mathers one of the defendants mentioned in the above entitled case hereby waive the issuance and service of summons and all questions of time in the above entitled case as to service and hereby enter my appearance herein waiving no rights that I may have in the same. Witness my hand this 31st day of January, A.D. 1901.

Attest:-Myrtle Mathers, Chris. Mathers.

7748 Writ of Partition

Feb. 1st. 1901, the following Writ of Partition issued:-

The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:-

We command you, that without delay, by the oaths of E.L. Price, Wm. Dilworth and J.B. Cole, you cause to be set off and assigned to Mary Mather widow of John Mather 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 Village of Marysville, in Survey No. 3351, beginning at a stake in the West line of London Street and Northeast corner to a lot conveyed by Harriett C. Lee to Milton Orahood, thence with the North line of said Orahood lot. (now owned by Henry Huber) N 74° W. 16 poles to a stake Northwest corner of said Henry Huber's lot; thence N. 15° E. 3 5/100 poles to a stake in the South line of Mary L. Schmidt's lot; thence with the South line of her lot S. 74° E. 15 poles to a stake corner to said land in the West line of said London Street, thence

with said line of said London Street; S. 15° E. 3 50/100 poles to the beginning, containing more or less 35/100 of an acre, Subject to said Dower estate, among the persons named herein, and in the following proportions, to-wit:-
To Emma Sharp 1/8 part; To Chas. Mathers 1/8 part; To Ellie Cole 1/8 part; To Joseph Mathers 1/8 part; To Malin Mathers 1/8 part; To Harlow Mathers 1/8 part; To Ralph Mathers 1/8 part; To Christopher Mathers 1/8 part; and if, in the opinion of the said Commissioners, said premises cannot be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same free from the dower of the said Mary Mathers in pursuance of an order lately made in our Court of Common Pleas, within and for the County of Union, in a certain Petition for Partition and Dower, wherein the said Emma Sharp et al. plaintiffs and Mary Mathers 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 Marysville, this 1st day of Feb. A. D. 1901.

Seal. Chas. Leukorwood, Clerk

Sheriff's Return filed Feb 2nd, 1901.
As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of E. L. Price, J. B. Cole and W^m. Titsworth, causing Dower to be assigned to Mary Mather, widow, 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.
Sheriff's Fees:- Service $.30 mileage .16 Ex. writ $1.00 Swearing Com. $.30 Report Com. $.30 Return $.30 Total $2.36 - Commissioners' Fees:- E. L. Price $1.00 J. B. Cole $1.00 W^m. Titsworth $1.00.
Given under my hand this 1st day of February A. D. 1901
J. F. Burnham, Sheriff.

Commissioners' Report.
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, subject to the said Dower estate at $640.00 or $800. free of dower. Given under our hands this 1st day of February, A. D. 1901.
E. L. Price
J. B. Cole. } Commissioners.
W. M. Titsworth

7748 Entry

Feb. 5th, 1901, the following Entry filed:-
Emma Sharp et. al.
Vs.
Mary Mathers et. al.
Court Common Pleas. Union County, Ohio.

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

7748 Order of Sale

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and thereupon neither of the parties electing to take said estate at the valuation thereof as returned by said Commissioners, on motion of the petitioners, it is ordered by the Court that said estate be sold at public auction, by the Sheriff of said County, according to the Statute in such case made and provided, free of the dower of Mary Mathers upon the following terms, towit: one half in cash on day of sale, and one half in one year with interest from the day of sale, such said deferred payments to be evidenced by promissory notes of the purchaser payable to the parties respectively entitled, and secured by mortgage on the premises.

7748 Waiver

Apr. 1st. 1901, the following Waiver filed:-

Emma Sharp et. al.
Vs.
Mary Mathers et. al

Court Common Pleas, Union County, Ohio.

I, Ida Brumstetter, formerly the widow of Pearl Mathers, late of Union County, Ohio, now deceased, do by these presents waive the issuing and service of summons in the above case, and enter my appearance, and consent to be made a party thereto, waiving all questions as to time herein, I also hereby release all questions of dower, I may have in and to the interest of Pearl Mathers as his widow, in the estate of John Mathers deceased, bring the premises described in the petition herein. Done at Richwood, Ohio, March 30th, 1901. Mrs. Ida Brumstetter.

7748 Order of Sale

Feb. 15th, 1901, the following Order of Sale issued:-

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 Jan. Term, A. D. 1901, in a certain Petition for Partition now pending in said Court, wherein Emma Sharp and Upton Sharp, Petitioners and Mary Mathers et. al, Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said partition, described, towit:- Situate in the Village of Marysville, in Survey No. 3351, Beginning at a stake in the East line of London Street and Northeast corner to a lot conveyed by Harriett C. Lee to Milton Orahood, thence with the North line of said Orahood lot, now owned by Henry Hubert, N. 74° W. 16 poles to a stake northwest corner of said Henry Hubert's lot; thence N. 15° E. 3 50/100 poles to a stake in the South line of Mary S. Schmidt's lot; thence with the South line of her lot S. 74° E. 15 poles to a stake corner to said land in the East line of said London Street; thence with said line of said street S. 16° W. 3 50/100 poles to the beginning, containing more or less 35/100 of an acre," Above property to be sold free from the dower of Mary Mathers, and upon the following terms, towit:- One half in cash on day of sale, and one half in one year with interest from day of sale at 6%, such said deferred payments to be evidenced by promissory notes of the purchaser, payable to the parties respectively entitled, and secured by mortgage on the premises. Appraised at $800.00 free from the dower estate of Mary Mathers, 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 there and here this writ. Witness my hand and the seal of said Court

at Marysville, this 15th day of Feb. A.D. 1901.

Seal

Chas. C. Truhorwood, Clerk.
By Minnie Truhorwood, Deputy.

Sheriff's Return. filed April 8th, 1901.

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and of general in Union County, Ohio and on the 23rd day of March, A.D. 1901, at 10 o'clock P.M. on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this writ. and Malen Mathers having bid the sum of Five Hundred and Fifty Dollars, ($550.00) said sum being more than two thirds of the appraised value, and the being the highest and best bidder was declared the purchaser. Sheriff's Fees:- service $1.20 mileage $.16 copy to printer .30, Poundage $4.12, Total $5.78. Deed $3.00 Stamp for deed $.00 Printers Fees $16.50,

S. F. Burnham, Sheriff.

7748 Entry

Apr. 15 Emma

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7748 Legal Notice

Apr. 9th, 1901 the following Legal Notice filed:-

Emma Sharp et. al.
Vs.
Mary J. Mathers et. al.

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

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, March 23rd, 1901, 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 Paris, County of Union, and State of Ohio, and bounded and described as follows:- Situate in the Village of Marysville, in Survey No. 3357, Beginning at a stake at a west line of London Street, and Northeast corner to a lot conveyed by Harriett C. Lee to Milton Orahood, thence with the North line of said Orahood lot, now owned by Henry Huber, N. 74° West 16 poles to a stake northwest corner of said Henry Huber's lot; thence North 15° east 3 50/100 poles to a stake in the South line of Mary L. Schmidt's lot. thence with the south line of her lot, South 74° east 15 poles to stake corner to said land in the West line of said London Street, thence with said line of said street, South 15° west 3 50/100 poles to the beginning, containing more or less 35/100 of an acre." Above property to be sold for from the dower of Mary Mather, and upon the following terms, to wit, one half in cash on the day of sale, and one half in one year with interest from day of sale at 6 per cent. Such said deferred payment to be evidenced by promissory notes of the purchaser, payable to the parties respectively entitled and secured by mortgage upon the premises Appraised at Eight Hundred ($800.00) Dollars.

Simeon F. Burnham, Sheriff of Union Co. O.

The State of Ohio, Union County, ss.

The undersigned being duly sworn says that a copy of the annexed Notice was published for five consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Friday 20th, 1901.

H. O. Shearer.

Sworn to and subscribed before me this 9th day of April, 1901.

Printers Fees $16.50

Seal

Chas. Truhorwood, Clerk.

7748
Entry

Apr. 15th, 1901, the following Entry filed:-
Emma Sharp et. al.
Vs.
Mary Mathers et. al.

Court Common Pleas. Union County, Ohio.

On motion to the Court by J. M. Kennedy, Attorney for the plaintiff, and upon producing the proceedings of the Sheriff; and the sale of the premises by him made in pursuance of 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 by the Court that said proceedings and sale be and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to said purchaser Malin Mathers upon full compliance by him with the terms of such sale, a deed in fee simple for the lands and tenements by him sold as aforesaid free from the dower of Mary Mathers, and all other claims of dower whatsoever. and it is further ordered by the Court that the cost and expense of the action including an Attorney fee of $26.50 to J. M. Kennedy as atty for said plaintiff be paid out of the said moneys in the hands of said Sheriff, also the tax due on the same, To the Citizens Home and Savings Company of Marysville, Ohio, $370.70 Dollars due on a mortgage due to them on said property, To Mary Mathers Seventy Dollars in lieu of her dower therein; and to the plaintiff one equal 8th part of the balance in the hands of Sheriff; and Chas. Mathers, Ellie Cole, Joseph Mathers, Mahlon Mathers, Harlow Mathers, Christopher Mathers, and to Ralph Mathers, a minor, each one equal 8th part of the balance of said money in the hands of said Sheriff. The Court having amended it order making the whole payable in cash by request of the purchaser,

Attest: Chas. Funhorwood.
Clerk.

78 Pleas continued and held at the Court House in Marysville, within and for the Tenth 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 April, to wit, on April 24th, A. D. 1901. Be it remembered that heretofore, to wit, on September 6th, A.D. 1900, Jonas C. Cline filed in the Clerk's office of said Court the following petition against Carl Fogle, to wit:-

J. C. Cline

7824 Petition

Vs. Court Common Pleas, Union County, Ohio.

Carl Fogle,

The plaintiff says that there is due him from the defendant, Carl Fogle, as maker, of the promissory note a copy of which, with all the indorsements thereon, is hereinafter set forth, the sum of Seventy Five Dollars, with interest thereon at the rate of eight per cent per annum, from, April, 1st. 1900. Said promissory note with all the indorsements and credits thereon, is in the following words and figures, to wit:-

$75.00 Pattersburg, Union Co. O. April 1st. 1899.

One year after date I promise to pay to the order of Jonas C. Cline the sum of Seventy Five Dollars with 8 per cent interest after due, for value received,

Due, April, 1st. 1901 (Signed) Carl Fogle.

There are no indorsements or credits on said note.

On the day said note became due no part of it was paid, nor has any part of said note been since paid, although often requested to do so. And the plaintiff further says that the full amount of Seventy-Seven Dollars and Seventy cents, with interest as aforsaid, is now due thereon and wholly unpaid. Therefor said plaintiff prays judgment against said defendant for said sum of $77.70 together with interest thereon at the rate of Eight per cent. per annum from the 10th day of September 1900.

The State of Ohio, Union County ss. Robert McCrory, Plaintiffs Atty.

Robert McCrory being duly sworn says that he is the attorney of said plaintiff, that this cause of action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument is in his possession, and that he believes the statements contained in the forgoing petition are true in substance, and in fact.

Robert McCrory.

Sworn to by Robert McCrory, before me and by him signed in my presence this 7th day of Sept. A. D. 1900.

Seal Chas Smithorwood, Clerk.

7824 Entry

Jan. 22nd, 1901, the following Entry filed:-

Jonas C. Cline

Vs. Court Common Pleas Union County, Ohio.

Carl Fogle

This day this cause was continued by agreement.

7824 Answer

Feb. 16th, 1901, the following Answer filed

Jonas C. Cline

Vs. Court Common Pleas, Union County, Ohio.

Carl Fogle

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The defendant for answer herein says that there is due him from this plaintiff the sum of $82.20 with interest at 6% from November 1st. 1898, as follows, towit:-

1897	Hauling logs two days @ $2.00 per day	$4 00
	Do building out house one day	1 00
	Do boarding hands while working on kitchen 4 meals @ $.25	1 00
	" " " " " " fence " " " "	1 00
	" work on kitchen 3 days @ $1.00	3 00
	" painting house inside 1½ days	1 50
	" hauling boards and building yard fence 1½ days at $1.00	1 50
	" making barn doors ½ day	50
	" taking away rail fence along lane 3 days	3 00
1898	" hauling more fence from Lewisburg	1 50
	" building more fence four days	4 00
	" hauling lumber for kitchen one day	2 00
	" building new house one day	1 00
	" building fence around cow lot 1½ days @ $1.00	1 50
	" building post and rail fence in woods 3 days	3 00
	" fixing garden fence 2 days	2 00
	" moving old kitchen ½ day	50
	" board for privy	50
	" work on more fence along the pike 5 days	5 00
1899	" Cash paid to John Forman and Jacob Spahr for digging well 4¾ da. @ $1.25	12 50
	" work on well 3 days	3 00
	" nails for plaintiff	2 00
	" hauling rails for fencing 1 day	1 00
	" rent of farm 5½ months	25 00
	" 12 shocks of fodder @ 10 cts	1 20

And defendant says the foregoing amounts are due him from this plaintiff for which he asks judgment for said sum of $82.20 and interest at 6% from November, 1st. 1899, and costs.

D. T. Hoopes, Atty for Def't.

The State of Ohio, Union County ss.

Carl Fogle, being first duly sworn says that the allegations above are as he believes true.

Carl. Fogle.

Sworn to and subscribed in my presence this 16th day of Feb. 1901.

Seal

Jno. W. Titsworth
Notary Public.

7824 Reply

Mar. 25th, 1901. the following "Answer to Set-off filed.-

Jonas C. Cline
Vs.
Carl Fogle

Court Common Pleas, Union County, Ohio.

Plaintiff for his answer to defendants set-off filed in this case says:- That he admits his indebtedness to the defendant for 12 shocks of fodder set out in the twenty fifth item of defendants said set-off, at five cents per shock, amounting to 60 cents, but not at 10 cents per shock, amounting to $1.20 as set forth in said set-off.

First:- For first defense to defendants alleged cause of action plaintiff denies each and every allegation in said set-off contained which is not by this answer expressly admitted to be true.

Second: For second defense, plaintiff says that on or about the day of 1897
plaintiff rented to defendant his certain farm of 72 acres in Allen Township
for the term of one year, from the 1st day of April, 1897, at the yearly rent
of $150. payable in two equal installments of $75 each, on the 1st day of
December, 1897, and on the 1st day of April 1898 respectively. For which
defendant gave his two promissory notes dated April 1st. 1897, and there
was the following clause in said lease in connection with the payment
of said rent, to-wit: "And also agrees to accept work on farm at the rate
of one dollar per day to be agreed upon by both parties hereto".
Plaintiff says that when said notes were paid by defendant, and delivered up
to him, that whatever of work had been done on said farm, under said
agreement, by defendant, was by him brought forward, as a credit and al-
lowed, and taken out of said promissory notes and full settlement made
and the note or notes delivered up to defendant.
Third:- For his third defense plaintiff says that on the 15th day of December,
1897, he leased to defendant the aforesaid farm of 72 acres, situate in Allen
Township, for the term of one year, from the 1st day of April, 1898, at the
yearly rent of $150. payable in two equal installments of $75. each; for
which defendant gave his two several promissory notes to become due
on the 1st day of December, 1898 and April 1st. 1899 respectively. 7824 Entry
Plaintiff says that by said agreement he agreed to take work on the
farm at one dollar per day, to be agreed upon by both parties. That when
the said promissory note, that was due in Dec. was paid by defendant
he brought up the account of all work done by him on the farm, as a
credit on said note, and paid the balance of said note in money, lacking
the amount of 58 cents to pay the said note in full, plaintiff delivered to
defendant said note, with the understanding that he would pay said sum
of 58 cents, when he paid the coming April note, and plaintiff and defendant
fully settled up and discharged all obligations for work done by defendant
prior to the payment of said note, maturing December 1st. 1898. 7824 Entry
Fourth:- For his fourth defense plaintiff says that on April, 1st. 1899. he
rented to defendant his said certain farm in Allen Township, for the
term of one year from the 1st day of April 1899 to April 1st. 1900, at the
yearly rent of $150. payable in two equal installments of $75 each, for
which defendant gave his two certain promissory notes to become due
and payable on the 1st day of December, 1899, and April 1st. 1900, respectively.
Plaintiff also agreed to accept work on the said farm at one dollar per day
to be agreed upon by the parties in part payment of said notes.
Plaintiff says that on the 16th day of October, 1899, he and this defendant
met at Bradley Sprague's sale in Allen Township, Union County and had
a full and complete settlement of the two notes, to-wit:- the last note
for the year 1898, due April, 1st. 1899, with its interest to Oct. 16th, 1899
and the note to come due December 1st. 1899, together with the aforsaid
58 cents, the balance of the note due Dec. 1898. making in all of an in-
debtedness against this defendant of $153 75 for which payment this plain- 7824 Entry
tiff received of defendant 503 shocks of corn at the rate of 25 cents per
shock, $125 75, Work digging a well charged on account $12 00, To work
charged on the farm $16 00, making a total of $153 75.
Plaintiff says that then and there, at said sale he delivered up to

this defendant, said two promissory notes, and made full and complete settlement of all matters and things between him and said defendant, except the promissory note for the last installment of the rent for the year, 1899, which would not become due until April, 1st, 1900. Therefore plaintiff says that on this set-off the plaintiff is indebted to defendant for 12 shocks of fodder as admitted herein at the rate of five cents per shock, in all the full sum of sixty cents, and no more, and that all the other matters and things claimed in defendants set-off have been settled and paid. Therefore plaintiff prays, that upon his payment of said sum of sixty cents to defendant, this action may be dismissed and he may go hence and recover his costs expended.

Robert McCrory. Atty.

The State of Ohio, Union County ss.

Jonas C. Cline, being duly sworn says that the allegations made, and statements set forth in the forgoing answer are true as he verily believes.

Jonas C. (his x mark) Cline

Sworn to before me by J.C. Cline, and by him subscribed in my presence this 25th day of March, A.D. 1901. Lawrence M. Crary. J.P.

7824 Entry — Apr. 23rd, 1901. the following Entry filed:-

Jonas C. Cline

Vs. Court Common Pleas, Union County, Ohio.

Carl Fogle

This day came the parties herein by their Attorneys, and also came the Jury heretofore impaneled and sworn according to law, and thereupon the case came on for hearing on the pleadings and evidence, and the said Jury having heard all the evidence in the case the Court adjourned the further hearing of this case until tomorrow, Wednesday morning at 8:30 o'clock A.M.

7824 Entry — Apr. 24th, 1901 the following Entry filed:-

Jonas C. Cline

Vs Court Common Pleas, Union County, Ohio.

Carl Fogle

This day came the parties herein by their attorneys, and also came the Jury heretofore impaneled and sworn according to law, and the trial proceeded, And the said Jury having heard all the evidence in the case, the argument of counsel, and 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 and signed by their Foreman and say:- "We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of Eighty Dollars and Eight cents ($80.08)

Dated Apr. 24th, 1901 Wm. H. Lake, Foreman

7824 Entry — Apr. 26th, 1901, the following Entry filed:-

Jonas C. Cline

Vs. Court Common Pleas, Union County, Ohio.

Carl Fogle

The Jury in this action having on a former day of this

herein rendered a verdict for the Plaintiff, and assessed his damages at $80.00 and no motion for a new trial having been made, It is therefore considered by the Court that the said Jonas C. Cline recover from the said Carl Togle the said sum of $80.00 with interest at 8% from April 15th, 1901, together with his costs herein expended,

Attest, Chas. Tenhorwood
Clerk,

7856
Petition

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Pleas continued and held at the Court House in Marysville, within and for the Tenth 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 April, towit:- on April, 15th, A.D. 1901. Be it remembered that heretofore, towit: on November 30th, A.D. 1900, the following petition was filed in the Clerks office, towit:-

7856 Petition

James H. Trent.

Vs. Court Common Pleas, Union County, Ohio.

Sheridan Viney, Elza E. Viney, Clor Viney, Augustus Viney, Thurman Viney, Eliza Viney, Earnest Harris, Sophronia Harris, Eliza James, George James, Hyatt Howell, and Emma Howell, Heirs-at-law of Sidney Viney, deceased, - Defendants

First Cause of Action:- Defendants are indebted to plaintiff in the sum of Four Hundred Dollars ($400.00) with interest from the 28th day of August, 1899 at 8% per annum, on a promissory note of which the following is a copy, with all credits and endorsements thereon.

$400.00. Milford Center, O. Aug. 28th, 1899.

One year after date I promise to pay to the order of James H. Trent Four Hundred Dollars at Milford Center, with eight per cent. interest from date, Value received.

Sidney his X mark Viney

Attest:- O. N. McAdow, — U.S. Revenue Stamps 8cts. cancelled- "S.V. 8/28/99."

Second cause of action:- At the time of delivering said note, and to secure the payment of the same, the said Sidney Viney duly executed and delivered to plaintiff her mortgage deed conveying the following real estate, situated in the County of Union, in the State of Ohio, and in the Village of Milford Center, and bounded and described as follows:- Beginning two hundred feet from the Northeast corner of Out Lot No. 17 in Northerly direction and in the center of the Milford and Irwin gravel road, thence in a westerly direction and parallel with the North line of said out-lot No. 17, and two hundred feet therefrom (18) Eighteen rods to a stake; thence in a northerly direction and parallel with the Milford and Irwin gravel road fifty feet to a stake; thence in an easterly direction and parallel with the said North line of Out lot No. 17, Eighteen rods to the center of Milford and Irwin gravel road:- thence in a Southerly direction and in the center of the Milford and Irwin gravel road fifty feet to the point of beginning."

Said mortgage was conditioned as follows:- Provided always, and these presents are upon this condition, that if the said Sidney Viney shall pay or cause to be paid unto the said James H. Trent, or to his executors, administrators and assigns the sum of Four Hundred Dollars, with eight per cent interest on or before the 28th day of August, 1900, then these presents shall be void, otherwise to be and remain in full force and virtue in law forever.

On the 1st day of September, 1899, at 11:30 o'clock A.M. said mortgage was duly left for record at the Recorder's office of Union County, Ohio, and was duly recorded in Record of Mortgages Vol. 36. Page 463.

On the 31st day of May, 1900, the said Sidney Viney died intestate, leaving as her only heirs at law the said Sheridan Viney, Elza E. Viney, Augustus Viney, Thurman Viney, Sophronia Harris, Eliza James, and Emma Howell, Clor Viney, Eliza Viney, Earnest Harris, George James, and Hyatt Howell, who are children and all the heirs of the said Sidney Viney, deceased, and all of legal age, Said note for $400.00 or any part thereof has not been paid

by the said Sidney Viney, or said defendants or any other person, by reason of which said non payment the said mortgage deed has become absolute.
Therefor plaintiff prays that said premises may be sold and the proceeds applied in the payment of said debt and for all further and equitable relief.
State of Ohio, Franklin County ss. F.M. Mecartney, Atty for Plaintiff.
James H. Trent being first duly sworn, says that he is the plaintiff in the foregoing petition, and that the facts therein stated are true as he verily believes.
James H. Trent.
Sworn to before me and subscribed in my presence by the said James H. Trent this 27th day of November, 1900.
(Seal) Alexander H. Johnson.
Notary Public, Franklin Co. O.

7856 Waiver
November 30th, 1900, the following Waiver of Summons filed:-
We, the undersigned, defendants in the above entitled case, hereby waive issuing and service of Summons and voluntarily enter our appearance in the same.
Sophronia Harris, Earnest Harris.
Thurman M. Viney, Eliza Viney.

7856 Precipe
Nov. 30th, 1900, the following precipe filed:-
To the Clerk:-
Issue summons in the above entitled case to Sheriff of Union County, Ohio for Sheridan Viney, Elza E Viney, Chlor Viney, his wife, at Milford Center, O. Eliza James, and George James, her husband, at Marysville, O. Emma Howell, and Wyatt Howell (her husband) Irwin Station O. and endorse "suit for foreclosure of mortgage and equitable relief.
F. M. Mecartney Atty for Plaintiff.

7856 Entry
November 30th, 1900, the following summons issued:-

7856 Summons
The State of Ohio, Union County ss.
To the Sheriff of Union County, Ohio,
You are hereby commanded to notify Sheridan Viney, Elza E. Viney, Clor Viney his wife, Eliza James, George James, her husband, Emma Howell, Wyatt Howell, her husband, that they have been sued by James H. Trent, in the Court of Common Pleas of Union County and must answer by the 29th day of Dec. A. D. 1900. or the 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 Dec. A.D. 1900. Witness my hand and the seal of said Court this 30th day of November, A.D. 1900.
(Seal) Chas. Penhorwood, Clerk.
Endorsed:-
"In action for Foreclosure of mortgage and equitable relief."
Sheriff's Return:- Dec. 6th, 1900.
The State of Ohio, Union County ss.
Received this writ, Dec. 3rd, A.D. 1900 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 Sheridan Viney, Elza Viney, Chlor Viney, Eliza James, Emma Howell, personally, to George James and Wyatt Howell by leaving copies at their usual places of residence on Dec. 3rd, 1900
J. Ed. Robinson, Sheriff.
Sheriff's Fees: $4.21

7856 Precipe
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7856 Precipe

Dec, 13th, 1900, the following precipe filed:-

To Clerk:-

Issue Summons in the above entitled case to the Sheriff of Union County, returnable according to law for Augustus Viney, Milford Center, Ohio, and endorse thereon "Suit for foreclosure of Mortgage and equitable relief.

F.M. McCarty, Atty for Plaintiff.

7856 Summons

Dec, 13th, 1900, the following Summons issued:-

The State of Ohio, Union County ss.

To the Sheriff of Union County, Ohio,-

You are hereby commanded to notify Augustus Viney that he has been sued by James H. Trent in the Court of Common Pleas of Union County, and must answer by the 13th day of January, A.D, 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 24th day of December, A.D, 1900. Witness my hand and the seal of said Court this 13th day of December, A.D, 1900.

Seal

Chas E. Funhorwood, Clerk

Endorsed:-"In action for foreclosure and equitable relief."

Sheriff's Return, filed Dec, 14th, 1900.

The State of Ohio, Union County ss.

Received this writ December, 13th, A.D, 1900, at one o'clock, P.M. and served same by leaving at the usual place of residence of Augustus Viney, a true and certified copy of this writ with all of the endorsements thereon, on Dec. 13th, 1900. Sheriff's Fees-$1.45

J. Ed. Robinson, Sheriff.

7856 Entry

Jan, 14th, 1901, the following Entry filed:-

James H. Trent

Vs.

Court Common Pleas, Union County, Ohio.

Sheridan Viney et. al.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants, Sheridan Viney, Elza Viney, Chlor Viney, Augustus Viney, Eliza James, George James, Emma Howell, and Hyatt Howell, have been duly served with Summons, and the defendants, Sophronia Harris, Earnest Harris, Thurman Viney, and Eliza Viney have voluntarily waived the issuing and service of summons and entered their appearance in this case, and that all of the above defendants are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true; that said defendants are all the children and heirs at law of Sidney Viney, deceased, as in said petition set forth, and that said Sidney Viney died intestate on the 31st day of May, 1900, as described in said petition, and that there is due plaintiff from the defendants, as children and heirs of the said Sidney Viney, deceased, on the promissory note set forth in the petition, with interest to the 14th day of January, 1901 the sum of $444.07.

The Court further find that in order to secure the payment of said note, the said Sidney Viney, during her life time, being then a widow executed and delivered to the plaintiff, James H. Trent, her certain mortgage as in the said petition described; that said mortgage was duly

left with the Recorder of Union County, Ohio, on the 1st day of September, 1899 and was duly recorded in Book 36 page 453 of the record of mortgages of said County and State, 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 adjudged and decreed by the Court 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 of this case, and to the plaintiff herein the sum so found due him as 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 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; Dow, Judge.

7856 Precipe — Jan. 18th, 1901, the following precipe filed:-

To Clerk:-

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

F. M. McCarty, Atty for Plaintiff.

7856 Order of Sale — Jan. 18th, 1901, the following Order of Sale issued:-

The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:-

Whereas, at a Court of Common Pleas holden at the Court House in Marysville, in said County of Union on the 14th day of January, 1901, James B. Trent, obtained a Judgment and Decree against Sheridan Riley et al. for the sum of Four Hundred & forty-four and 07/100 Dollars, and Eighteen Dollars costs of suit; and whereas, it was then and there, by said Court, ordered, adjudged and decreed that the said Sheridan Riley et al. within three days from the 14th day of January, A.D., 1901, pay unto the said James B. Trent, the said sum of Four Hundred and forty-four & 07/100 Dollars with interest from the 14th day of January, 1901 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 statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiff's petition &c. And whereas, the three days aforesaid have fully expired, and the said sum of Four Hundred and Forty-four and 07/100 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:- And in the Village of Milford Center, and bounded and described as follows:- Beginning two hundred feet from the Northeast corner of Out Lot No. 17 in a northerly direction, and in the center of the Milford and Irwin gravel road; thence in a westerly direction and parallel with the North line of Out Lot No. 17 and two hundred feet therefrom 18 rods to a stake; thence in a northerly direction and parallel with the Milford and Irwin gravel road fifty feet to a stake, thence in an easterly direction and parallel with the said North line of Out lot No. 17, Eighteen rods to center of Milford and Irwin gravel road; thence in a southerly direction and in the center of Milford and Irwin gravel road, fifty feet to the point of beginning."

7856 Legal Notice — Mar. [illegible] Jan[illegible]

Sher[illegible]

from [illegible] the [illegible] 23rd, described of Mi[illegible] scribed of Out Irwin the [illegible] Eighte[illegible]

Dr, therefor 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 18th day of January A.D. 1901.

Seal. Chas Funkhouser, Clerk.

Sheriff's Return, filed Feb. 23rd, 1901.

The State of Ohio, Union County 33.

Received this writ the 18th day of January, A.D, 1901, and on the 19th day of January, A.D, 1901, I called an Inquest of A. J. Rigdon, H. H. Wills and John Richter three disinterested freeholders and residents of the County, and caused the within described premises to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof (to wit: $366.66) 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 advertising in the Milford Center Ohioan, 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 23rd day of February, A.D. 1901 at the door of the Court House in Marysville, Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice, I offered the within described Real estate at public auction, and then and there ~~struck~~ off and sold the same to Sarah E. Bland, for the sum of Three Hundred and Eighty five dollars and no cents ($385.00) being the highest bidder therefor, and the sum bid being more than two thirds of the appraised value. Sheriff's Fees:- Service $.30 levy $.30 Summ. Appr. $1.00 Sworn. Appr. $.30 Writing Appr. $.30 copy Appr $.30 notice to printer $.30 writing notice $.30 mileage $.80 poundage $3.80 return $.30 recording $.50 deed $2.00 Total $10.55- Appraisers fees $3.00

S. F. Burnham, Sheriff.

7856 Legal Notice

Mar. 4th, 1901, the following Legal Notice filed:—

James H. Trent
vs.
Sheridan Viney et. al,

Sheriff's Sale.
Court 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 February, 23rd, 1901, 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 Union, and Village of Milford Center, County of Union and State of Ohio, and bounded and described as follows: Beginning two hundred (200) feet from the North east corner of Out Lot No. 17 in a northerly direction and in the center of the Milford and Irwin gravel road; thence in a westerly direction and parallel with the north line of said Out Lot No. 17. and two hundred feet therefrom eighteen (18) rods to a stake; thence in a northerly direction and parallel

with the Milford and Irwin gravel road, fifty feet to a stake: thence in an Easterly direction and parallel with the said north line of Out Lot. No 87 eighteen (18) rods to the center of the Milford and Irwin gravel road: thence in a southerly direction and in the center of the Milford and Irwin gravel road fifty feet to the point of brginning. Appraised at $366.66, Terms of Sale; Cash.

S. F. Burnham, Sheriff.

Proof of Publication.

State of Ohio, Union County ss.

The undersigned, bring duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Milford Center Ohioan, a newspaper of gneral circulation in the County of Union, said publication brginning with January 24th, 1901.

Chas. F. Monroe,

Sworn to and subscribed before me this 28th day of Feby 1901.

Printers Fees:- $5.27 Seal A. L. Scott. Notary Public.

7823 Petition

7856 Entry

April, 15th, 1901. the following Entry filed:-

James H. Trent

Vs. Court Common Pleas. Union County. Ohio.

Sheridan Viney 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, Sarah E Bland, by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholder, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio. And the Court coming now to distribute the proceeds of said sale amounting to $385.00, 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, towit:- the sum of $3.34.

Secondly:- The costs of this action taxed at $49.07.

Thirdly:- To the plaintiff, James H Trent, the amount, the balance, amounting to $332.59.

Approved:- Dow, Judge.

Attest: Chas. C. Funkhouser, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the Tenth 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 April, to-wit, on April 15th, A.D. 1901, Be it remembered that heretofore, to-wit, on the 9th day of August A.D. 1901, Harmon H. Baxley Guardian, filed in the Clerk's office of said Court, the following petition against Georgiana Maria Snider, et. al. to-wit:—

7823
Petition

Harmon H. Baxley Guardian of John A. Baxley and Lewis C. Baxley, idiots. — Plaintiff.

Vs. Court Common Pleas, Union County, Ohio.

Georgiana Maria Snider, a widow, Martha E. Stansfield, James S. Stansfield, her husband, Emily R. Lockwood, a widow, William H. Baxley, Charles A. Baxley, John A. Baxley, an idiot, and Lewis C. Baxley, an idiot — Defendants.

Plaintiff says that he is the duly qualified and now acting guardian of the person and estate of the defendants John. A. and Lewis C. Baxley, idiots, by letters of guardianship, duly issued from the Probate Court of Union County, Ohio. Plaintiff further says, that by the will of George H. Baxley, late of said County, deceased, the following lands and tenements, and hereditaments were set aside that the rents and profits of the same might be used to the maintenance of the said wards and other persons, thereby mentioned in his said last will and testament, a copy of which is hereto attached marked "X" and made apart of this petition, and which will was duly probated on the 29th of January, 1877. Said lands are bounded and described as follows:- to-wit, Situate in the County of Union, in the State of Ohio, in the Township of Liberty and part of Survey No. 3462. Beginning at a sugar, hickory and birch, Southwesterly corner to John Scarborough's survey; thence with the line of said Scarboroughs, North 8 deg. East 137 3/4 poles to a stake; thence North 83 deg. West 77 poles to an elm; thence South 8 deg. West 135 poles to a sarvice bush and a iron-wood corner to Mazy Vance's Survey No. 12472; thence with his line, correcting the course thereof, South 80 deg. East 77 poles to the beginning, containing 65 1/2 acres more or less." Also the following tract or parcel of land, lying in the same County, State, Township and Survey, commencing ten feet North of the Northeast corner of the grist mill, now occupied by Geo. H. Baxley, from thence nine rods, Southwardly by the east end of the mill to a stake; from thence 11 1/2 rods west to the east line of Israel Rockwood's land; thence north on said line nine rods, to a stake one rod north of the Mill-race, together with the privilege of the tail race below the mills, thence east to the place of beginning, containing 95 square rods more or less." Also the undivided one seventh (1/7) of the following tract or parcel of land, situate in the same Township, County and State, and being part of Survey No. 3444. and bounded as follows, to-wit:- Beginning at three sugar trees, the Southeast corner of the original survey; thence North 8 deg. 35 sec. East as now corrected, 104 3/4 poles with the original of line of Survey to two beeches and a hickory; thence North 81 deg. 30 sec. West 153 poles to a stake in the partition line between Sullivant and Duncans heirs. thence with last mentioned line South 8 deg. 35 sec. West 104 3/4 poles to a sugar tree and an ironwood in the original south line of the Survey. Thence South 81 deg. 35 sec. East 153 poles with last mentioned line to the beginning, containing 100 acres of land, more or less.

Also the undivided one seventh (1/7) part of the following tract or parcel

of land, situate in the same Township, County and State and being part of Survey No. 3444, and bounded and described as follows, towit; Beginning at a stake, notices two Beeches in the North line of Abram Drake's land and in the original East line of Survey No. 3444, thence with said original line North 8 deg. 27 sec. East 49.4 poles to a stake and stone, thence North 80 deg. 18 sec. West 150⅓ poles to a stake and stone in the center of the Fisher road; thence with said road South 7 deg. 40 sec. West 52.4 poles to a stone in said road, thence south 81 deg. 39 sec. East 150.2 poles to the beginning, containing 48⅓ acres".

That by the conditions of said will said lands were held in trust to and for the benefit of the said two idiotic children of the said Geo. H. Bayley, and their younger half brother, the defendant, the said Charles. A. Bayley, subject to the dower estate of one Catherine C. Bayley, widow of the said George H. Bayley, who has since died, That said dower estate of the said Catherine C. Bayley is now determined, and that the interest, rents and profits of said lands is payable to and for the support of the said John A., Lewis C., and Charles A. Bayley, with a survivorship over, in favor of the living one or ones. That said will provides that the primary object thereof is the maintenance of the said weakminded persons, towit; the said John A. and Lewis C. Bayley during their respective lives, and at their deaths, and the death of the said Charles A. then the said estate descend to the children of his first wife, towit: the defendants, the said Georgiana Maria Snider, formerly Bayley, William H. Bayley, Emily R. Lockwood, formerly Bayley, Martha E. Stansfield, formerly Bayley, and your petitioner, Harrison H. Bayley, to the survivor of said defendants, excluding the said Charles A. from any share therein. That by reason of decay and fire that said land have become profitless and that they afford no rents, for the maintainance of the said wards as aforesaid. That said land, before the same can be rented, will require great expense in the way of fencing and buildings, to the cost of at least $1000.00 and that there are no funds in this plaintiff's hands for such or any other purpose. That if said premis were now in good repair the rent thereof would not amount to more than $150 per year. That taxes and expenses in keeping up the same would amount to $75.00 per year. That the defendant Charles A. Bayley is entitled to the equal one third (⅓) part thereof. Plaintiff further says that the rents and profits of said lands are wholly insufficient to keep said wards, and that conditions have arisen not contemplated by the said testator. Therefor this said plaintiff prays the Court, that the said Maria Snider, Martha E. Stansfield, and James Stansfield, her husband, Emily R Lockwood, William H. Bayley Charles A. Bayley, John A. Bayley, an idiot, and Lewis C. Bayley, an idiot, be made parties defendant hereto. That all equities be determined by the Court, That the Court will order that said trust shall be changed from lands to monies, and that said money be loaned, and used for the maintenance of his said wards, less the part belonging to the said Charles A. Bayley. and that the said Court order this plaintiff to appraise, and sell said lands and hold said funds subject to the order of said Probate Court of said County, aforesaid, and for all and proper relief which the Court may see fit to grant.

H. H. Merchant. Atty for Plaintiff.

The State of Ohio, Union County ss.

Harrison H. Bayley, the plaintiff being first duly sworn, according to law, says that the facts stated and allegations made, in this

7823 Precipe

foregoing petition, are true, as he verily believes.

Harmon H. Bayley.

Sworn to before me, and by the said Harmon H. Bayley subscribed in my presence this 8th day of August, A.D. 1900,

(Seal)

J. C. Hartshorn
Notary Public.

7823 Pe. Clerk:-
Precipe

Issue summons for the defendants John A. Bayley, an idiot, and Lewis C. Bayley, an idiot, and Emily R. Lockwood and Charles A. Bayley, to the Sheriff of Union County, Ohio, returnable according to law, indorse said writ "Equitable Relief."

H. H. Merchant, Atty for Plaintiff.

Exhibit "X".

Know all men by these presents, that I, George W. Bayley of Liberty Township, Union County, Ohio, being in good health, and of sound and disposing mind and memory, do make and publish this my last Will and Testament, revoking all former wills by me made at any time heretofore, and as to my worldly estate and all the property real, personal or mixed of which I shall be entitled at the time of my decease, I devise and bequeath and dispose thereof in the manner as follows, towit:-

First:- My will is that all my just debts shall be paid by my Executor and Executrix hereinafter mentioned out of my personal property, as soon after my decease as shall be found by them to be convenient. Second:- I give and bequeath to my beloved wife, Catherine C. Bayley all of my household goods, all personal property, except what may be hereafter excepted, and all of my real estate, consisting of a farm of 66½ acres of land, also a mill lot of ½ acre, adjoining said farm, also Lot No. 11. on which is a frame store house and stable as also cattle scales, in the town of Newton, said last mentioned property formerly belonged to D. J. Paul, also the 1/7 part of the undivided real estate of the late Abram Drake, situate in Liberty Tp. Union County, Ohio, containing 148⅞ acres, for a further description see Claim Deed from A. C. Drake and wife, of record of deeds Vol. 41 page 337 in Recorders office Union Co. Ohio. All of said property lying in Union Co. Liberty Tp. Ohio, until her death, provided that she shall remain my widow, intending the same to be her support and that of my three sons, Viz John A. Lewis C. and Charles A. Bayley.

Third:- I give and bequeath to my sons John A. Lewis C. and Charles A. Bayley should they survive my wife, or should she marry again, all of my real estate and personal property, to be equally divided amongst them, but if one of the boys mentioned above should die, his share to go to the remaining two, and should two die, the one living to have the whole, but at the death of the three boys referred to above, my property of all kinds to be sold and proceeds of same to be equally divided amongst the children, living by my first wife, but not to any of my children's children. In event of my wife out living the three boys all of my property to go to her for her support, but at her death to be as before stated sold and divided as hereinafore mentioned. I am thus particular so neither my wife or boys shall become a charge or burden on the County or thrown on the charities of a cold world.

Fourth:- I give to my oldest son Wm. H. Bayley, my old silver watch, if he be living at my death, my gold breast pin containing the ⅛ of my

mother's hair, at her death, also my large family Bible.
Fifth:- I give to Harmon H. Baxley my second son, my gold watch as also my books papers, letters and documents of all description.
Sixth:- I hereby request of my friend that my mortal remains be interred near my first wife's, that no unnecessary expense be incurred, and that no funeral sermon be preached, not believing that it to be profitable.
Seventh:- I hereby request the Judge of Probate to omit the appraisement, appointment of appraisers on my property, believing that to be an unnecessary expense.
Eighth and Lastly:- I appoint Harmon H. Baxley the guardian of my sons, John A. Lewis C, and Charlie A. Baxley, and I do appoint my wife Executrix and Harmon H. Baxley Executor of this my last Will and Testament. Could it be that my Executor named cannot serve as both Executor and Guardian, I wish him to act as Guardian, and my wife have will probated as Executrix serving alone. It is my wish that if my Executrix and Executor shall see proper to dispose of my ½ of the Drake farm they may do so, by placing the money obtained for the same at interest for the benefit of my boys and my wife this is a part of the third item. In testimony whereof I have hereunto affixed my hand and seal this 11th day of February, 1876. - George H. Baxley.
Signed and sealed in presence of J. H. McElroy and C. C. Stover.

7823 Precipe

7823 Summons

Aug. 9th, 1900. The following Summons issued:-
The State of Ohio, Union County ss.
To the Sheriff of Union County:-
You are hereby commanded to notify John A Baxley, an idiot, Lewis C. Baxley, an idiot, Emily R. Lockwood, and Charles A. Baxley that they have been sued by Harmon H. Baxley, Guardian of John A Baxley and Lewis C. Baxley, idiots, in the Court of Common Pleas of Union County and must answer by the 8th day of Sept. A. D. 1900, or the 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. 1900. Witness my hand and the seal of said Court this 9th day of August. A. D. 1900. (Seal) Chas. C. Linhorwood, Clerk.
Indorsed:-
"In action for Equitable Relief."

7823 Precipe

Sheriff's Return, filed Aug 11th, 1900.
The State of Ohio, Union County ss.
Received this writ Aug. 9th, A. D. 1900, 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 John A. Baxley, Lewis C. Baxley, Emily R. Lockwood, and Charles A. Baxley. personally on August 9th, 1900, John A. Baxley and Lewis C. Baxley being idiots a copy for each of them was personally handed to Harmon H. Baxley their Guardian on August 9th, 1900.
Sheriff's Fees:- Service & return $1.25 mileage $2.08 copies $.90 Total $4.23.
J. Ed. Robinson, Sheriff.

7823 Waiver

Aug. 18th, 1900 the following Waiver filed.
We, the undersigned hereby waive the issuing and service of summons in the foregoing proceeding, and hereby voluntarily enter our appearance herein.
August. 16th, 1900.
Martha E. Stansfield
James S. Stansfield

7823 Precipe — Aug. 27th, 1900, the following precipe filed:-
To Clerk:- Issue Summons in the above entitled case to Sheriff of Ashland County, Ohio, returnable according to law, for the defendant, Georgiana Maria Snider, Indorse said writ, Action for Equitable Relief.
H.H. Merchant, Atty for Plaintiff.

7823 Summons — Aug. 27th, 1900, the following Summons issued:-
The State of Ohio, Union County ss.
To the Sheriff of Ashland County:-
You are hereby commanded to notify Georgiana Maria Snider, of Londonville, Ohio. that she has been sued by Harmon N. Baxley, Guardian, in the Court of Common Pleas of Union County, and must answer by the 29th day of Sept. A.D. 1900, or the 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 Sept. A.D. 1900. Witness my hand and the seal of said Court this 27th day of August A.D. 1900.
(Seal) Chas. C. Linhorwood, Clerk.
Indorsed:- "In action for Equitable Relief."
Sheriff's Return filed Sept. 6th, 1900.
The State of Ohio, Ashland County ss.
Received this writ Aug. 28th, A.D. 1900, at 5 o'clock P.M. and served same by delivering to the within named defendant, Georgiana Maria Snider, a true and certified copy with all the endorsements thereon personally. Served Aug. 29th, 1900.
Returned Sept. 4th, 1900 to C. Linhorwood, Clerk of Courts, Union Co., Ohio.
Sheriff's Fees:- Service & return $.30 mileage $3.00 copy .25; Ex. Doc. & Post .30 Total $3.75
J. P. Jones, Sheriff.
By H. V. Conrod, Dep't. Ashland Co. Ohio.

7823 Precipe — Aug. 27th, 1900. the following Precipe filed:-
To Clerk:- Issue summons in the above entitled case to the Sheriff of Columbiana County, Ohio, for the defendant William H. Bayley, returnable according to law, Indorse said writ, action for Equitable Relief — H.H. Merchant. Atty for Plaintiff.

7823 Summons — Aug. 27th, 1900, the following summons issued:-
The State of Ohio, Union County ss.
To the Sheriff of Columbiana County:-
You are hereby commanded to notify William H. Bayley, that he has been sued by Harmon N. Baxley, Guardian, in the Court of Common Pleas of Union County, and must answer by the 29th day of Sept. A.D. 1900, or the petition of said plaintiff will be taken as true and judgment rendered accordingly, You will make due return of this summons on the 10th day of Sept. A.D. 1900. Witness my hand and the seal of said Court this 27th day of Aug. A.D. 1900.
(Seal) Chas. Linhorwood, Clerk.
Indorsed:- "In action for Equitable Relief."
Sheriff's Return, filed Sept. 1st. 1900.
The State of Ohio, Columbiana County ss.
Received this writ Aug 28th, A.D. 1900, at 10 o'clock P.M. and served same on the 29th day of August, 1900 by handing the northin named defendant, William H. Bayley personally a true and certified copy of this writ with all the endorsements thereon.
Sheriff's Fees:- $1.41
S.D. Keagon Sheriff.
By deputy.

7823 Demurrer

Sept. 6th, 1900 the following Demurrer filed:-
Harmon H. Baxley Guardian &c,
Vs.
Court Common Pleas, Union County, Ohio.
Georgiana Maria Snider et. al.

Now comes the defendant Charles A. Baxley, one of the defendants herein, and for himself, alone, demurs to the petition of the Plaintiff and for grounds of demurrer says that said petition does not state facts sufficient to constitute a cause of action against said defendant. Porter & Porter, Attys for Defendant.

7823 Entry

Sept. 21 st. 1900, the following Entry filed:-
Harmon H. Baxley
Vs.
Court Common Pleas, Union County, Ohio.
Georgiana Maria Snider et. al.

This day this cause came on to be heard on the demurrer of Charles A. Baxley to the petition of plaintiff, and was argued by counsel, On consideration whereof the Court sustains said demurrer, And thereupon the plaintiff asked and obtained leave to amend his petition by November 24th, 1900

7823 Entry

Jan. 14th, 1901 the following Entry filed:-
Harmon H. Baxley
Vs.
Court Common Pleas, Union County, Ohio.
Georgiana Maria Snider et. al.

This day on motion the Court granted leave to file amended petition in five days; and also granted leave to make Abbie A. Baxley party defendant.

7823 Answer

Jan. 16th, 1901, the following Answer and Cross petition filed:-
Harmon H. Baxley, Guardian &c.
Vs.
Court Common Pleas, Union County, Ohio.
Georgiana Maria Snider et. al.

Now comes the defendant, Abbie A. Baxley, and having obtained leave of Court files this her answer and cross petition. This defendant says that she admits that the said Harmon H. Baxley is the duly appointed and qualified Guardian of the defendants John A. and Lewis C. Baxley, and by the will of the said George H. Baxley, deed that said lands, as described in the petition herein, was duly set apart for their, and the said Charles A. Baxley's support. That by reason as set forth in said petition, said lands have become profitless, and fail to render any income to the use that they were set apart, and she admits all the allegations in said petition contained.

Cross-Petition:- This answering defendant further says, by way of cross-petition that on the 8th day of January, A.D 1901. She bought of the said defendant Charles A. Baxley by deed duly signed, acknowledged and delivered all his right, title and interest in and to the lands of the said George H. Baxley decd, as set forth in the petition herein, and for a pertinent description thereof, reference is made to said petition herein, for a good and valuable consideration, and that she is now the owner of said, equal one third (⅓) part of the rents and profits of said lands, with a survivorship over in her favor, during the full life of the said Charles A. Baxley, as set forth in the last will and testament of the said George H. Baxley decd.

Therefore, this answering defendant prays, as in the petition, herein set forth, and that the value of her said life estate, during the life of the said

7823 Order of Appraisement and Sale,

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Charles A. Baxley, may be computed by the Court, and its value be paid to her in money, and for all proper relief, which equity and good conscience may allow.

G. A. Merchant, Atty for Abbie A. Baxley.

State of Ohio, Union County ss.

Abbie A. Baxley, being first duly sworn, says the facts stated and allegations made in her forgoing answer and cross-petition are true, as she verily believes.

Abbie A. Baxley.

Sworn to before me and subscribed in my presence, this 12th day of January, A.D. 1901, (Seal) J. C. Hartshorn, Notary Public.

7823 Entry

Jan. 17th, 1901, the following Entry filed:-

Harmon H. Baxley, Guardian &c,

Vs.

Court Common Pleas, Union County, Ohio

Georgiana Maria Snider et. al.

This day this cause coming on for hearing on the petition of the plaintiff, and the cross-petition of the defendant, Abbie A. Baxley and the evidence and the Court being fully informed in the premises do find that the defendants have all been duly summoned, or have waived the issue and service of the same, except the defendant Abbie A. Baxley, who has filed her answer and cross-petition herein by leave of Court, and that all parties interested, are in Court. The Court further find that the defendants, John A.,-Lewis C.-and Charles A. Baxley each hold an equal one third (⅓) interest in the rents and profits of said lands, set forth in the petition herein, with a survivor over in favor of the living. That the said Charles A. is much younger, than the said John A. and Lewis C. Baxley, towit; about 33 years of age. The Court further find from the evidence, that said estate is in such condition that it yields no rents and profits, and that it will take a great amount of money to repair, and fix up said lands, so that it will yield an annual rental, and that conditions have arisen not contemplated by the testator, at the time of making said bequest, as set forth in his last will and testament, and that it will be for the best interest of all parties, interested therein, that said lands be sold and monies, derived from the sale of said lands, be held for the benefit, of said persons mentioned in said last will of the said George H. Baxley deceased. The Court further find that the defendant Charles A. Baxley has sold all his right, title and interest in and to said land, to the defendant, Abbie A. Baxley for a good and valuable consideration and that she is now the owner thereof, with a survivorship over in her favor during the life of the said Charles A. Baxley, and that the prayer in her cross petition ought to be allowed. It is therefore ordered and adjudged by the Court, that the lands set forth in the plaintiffs petition, herein, be appraised by the oaths of D. A. Henderson, Enoch Sparks, and C. Y. Rhoads, freeholders of the County, not of kin to the petitioner, whom the Court hereby appoint for that purpose, and that they appraise said lands in two tracts, and that they return their appraisement to this Court without unnecessary delay, and that a writ of appraisement issue from this Court to the said Harmon H. Baxley, Guardian &c. ordering that he have the same done.

7823 Order of Appraisement and Sale.

The State of Ohio, Union County ss.

To Harmon H. Baxley, Guardian &c,-

Whereas, at a Term of the Court of Common Pleas, in and for said County, on the, 17th day of January, 1901, in the cause of Harmon H. Baxley, Guardian &c,

plaintiff, and Georgiana Maria Snider et al. defendants, it was ordered, adjudged and decreed as follows:-towit: That the lands set forth in the Plaintiffs petition, and herein after described, be appraised by the oaths of D.H. Henderson, French Sparks and C.G. Rhoads, freeholders of the County, not of kin to the petitioner, whom the Court hereby appoint for that purpose, and that they appraise said land in two tracts, and that they return their appraisement to this Court without unnecessary delay, and that a writ of appraisement issue from this Court to the said Harmon H. Baxley Guardian &c ordering that he have the same done."

First Tract.

Situate in the County of Union, in the State of Ohio, in the Township of Liberty, and part of Survey No. 3462; beginning at a sugar, hickory and birch, Southwesterly corner to John Scarborough's Survey, thence with the line of said Scarborough's North 8 deg. East 137¾ poles to a stake, thence North 83 deg. West 77 poles to an elm; thence South 8 deg. West 135 poles to a sarvice bush and a ironwood corner to Mary Vance's Survey No. 12472; thence with his line, correcting the course thereof, South 80 deg. East 77 poles to the beginning, containing 65½ acres more or less.

Second Tract.

The undivided one-seventh (1/7) of the following tract or parcel of land;-Situate in the same County, Township and State, and being part of Survey No. 3444 and bounded and described as follows:-Beginning at three sugar trees the Southeast corner of the original Survey, thence North 8 deg. 35 sec. East as now corrected 104¾ poles with the original line of Survey, to two beeches and a hickory, thence North 81 deg. 35 sec. West 153 poles to a stake in the partition line between Sullivant and Duncan's heirs; thence with last mentioned line South 8 deg. 35 sec. West 104¾ poles to a sugar tree and an ironwood in the original South line of the Survey; thence South 81 deg. 35 sec. East 153 poles with last mentioned line to the beginning, containing 100 acres more or less.

Third Tract.

Situate in the same County, Township, and State, and in Survey No. 3462; commencing ten feet north of the Northeast corner of the grist mill now occupied by George H. Baxley; from thence nine rods Southwardly by the east end of the mill to a stake; from thence eleven and ½ rods West to the West line of Israel Lockwood's land; thence North on said line nine rods to a stake one rod North of the Mill race, together with the privilege of the tail-race below the Mills; thence East to the place of beginning, containing 96 square rods more or less.

7823 Entry

Fourth Tract.

The undivided one-seventh (1/7) of the following tract or parcel of land, situate in the same County, Township and State, and being part of Survey No. 3444, and bounded and described as follows, towit:- Beginning at a stake witness two beeches in the North line of Abram Drake's land, and in the original East line of Survey No. 3444; thence with said original line North 8 deg. 27 sec. East 49.4 poles to a stake and stone; thence North 80 deg. 18 sec. West 150⅓ poles to a stake and stone in the center of the Fisher road; thence with said road South 7 deg. 40 sec. West 52.4 poles to a stone in said road; thence South 81 deg. 39 sec East 150.2 poles to the beginning; containing 48⅛ acres."

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

hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court this 21st day of January, A.D. 1901.

Seal. Chas. Fulhorwood, Clerk.

Return filed Jan. 23rd, 1901.

The State of Ohio, Union County ss.

On the 22nd day of January, A.D. 1901, before me personally appeared D.H. Henderson, French Sparks, and C. Y. Rhoads, within named and made solemn oath that they would, upon actual view, honestly and impartially appraise the real estate of George W. Baxley deceased, in pursuance to the foregoing order.

D. H. Henderson,
French Sparks,
C. Y. Rhoads. } Appraisers.

Sworn to and subscribed before me, this 22nd day of January, A.D. 1901.

Seal. W. W. Merchant, Notary Public.

In obedience to the foregoing order, after being first duly sworn, and upon actual view of the premises, in the foregoing order described, we the undersigned appraisers estimate the value of the said real estate, as follows:-
The Home Place, as described in tract No. 1 and 3, containing about 66 acres at $25.00 per acre, The part known as the Drake Place, of about 32 acres at $20.00 per acre, as set forth in tracts No. 2 and 4. January 22nd, 1901.

D. H. Henderson,
French Sparks,
C. Y. Rhoads. } Appraisers.

To the Common Pleas Court of Union County, Ohio:-

In obedience to the foregoing order, I have caused the same to be duly executed, as will fully appear by the proceedings hereto attached.
Dated the 23rd day of January, 1901. Harmon W. Baxley, Guardian &c.

7823 Entry. January, 23rd, 1901, the following Entry filed:-

Harmon W. Baxley, Guardian &c.
Vs.
Georgiana Maria Snider et. al.

Court Common Pleas, Union County, Ohio.

This day came the plaintiff herein as Guardian above named, and produced to the Court the Appraisement herein made of the Real Estate in the petition described, in pursuance of a former order of this Court, and it appearing upon examination that said appraisement is in all respects regular and correct, the same is hereby approved and confirmed.
It is thereupon by the Court ordered that Harmon W. Baxley, Guardian as aforesaid, proceed to sell the real estate aforesaid at private vendue 32 acre tract cash in hand on day of sale and 66 acre tract on the following terms, to-wit: one third cash in hand on day of sale, one third in one year and the balance in two years from said day of sale, deferred payments to bear interest from day of sale and to be secured by mortgage on the premises sold.
And further it is by the Court ordered that said plaintiff make due return of this proceedings herein by 1st day of the next term of this Court, upon compliance with the terms thereof.

7823
Order of Sale

Feb. 4th, 1901. The following Order of Sale issued:-

The State of Ohio. Union County ss. In Common Pleas Court.

To Harmon H. Baxley, Guardian of John A. Baxley & Lewis C. Baxley:- Greeting

Whereas on the 23rd day of January A.D. 1901, in a cause pending in said Court, wherein you, as the Guardian of the said parties are petitioner and Georgiana Maria Snider et al. are defendants, an order of sale was made of the following described premises, towit:- Situate in Liberty Township, Union County, State of Ohio, being the undivided one-seventh (1/7) of the following tract or parcel of land; being part of Survey No. 3444, and bounded and described as follows:- Beginning at three sugar trees the Southeast corner of the original Survey; thence North 8 deg. 25 sec. East as now corrected, 104¾ poles with the original line of the Survey, to two beeches and a hickory; thence North 81 deg. 35 sec. West 153 poles to a stake in the partition line between Sullivant and Duncan heirs; thence with last mentioned line South 8 deg. 25 sec West 104¾ poles to a sugar tree and an ironwood in the original South line of the Survey; thence South 81 deg. 35 sec. East 153 poles with last mentioned line to the beginning; containing 100 acres more or less.

(Also the following.)

The undivided one-seventh (1/7) of the following tract or parcel of land; Situate in the same County, Township and State, and being part of Survey No. 3444, and bounded and described as follows:- towit:- Beginning at a stake, witness two beeches in the North line of Abram Drake's land and in the original East line of Survey No. 3444, thence with said original line North 8 deg. 27 sec East 49.4 poles to a stake and stone; thence North 80 deg. 18 sec West 150⅓ poles to a stake and stone in the center of the Fisher road; thence with said road South 7 deg. 40 sec. West 52.4 poles to a stone in said road, thence South 81 deg. 39 sec. East 160.2 poles to the beginning, Containing 48⅛ acres.

the same having been heretofore appraised at the sum of $20. per acre or $440 for the two parcels mentioned herein, and upon the following terms, towit, Cash in hand on day of sale. You are therefore commanded, without unnecessary delay to sell said premises according to law, and the order of the Court, and that you return this order, with your proceedings under the same, duly endorsed hereon, forthwith upon compliance with the terms thereof.

Witness my hand and the seal of said Court this 4th day of Feb. A.D. 1901.

(Seal) Chas. C. Pinkerwood, Clerk.

Report of Sale, filed Feb. 5th, 1901.

Record this order on the 4th day of Feb. A.D. 1901, and according to the command thereof, I on the 5th day of February A.D. 1901, sold the Real Estate therein described (the same having been before that appraised as required by law, and the order of Court.) at Private sale to H. P. O'Brien for the sum of Four Hundred and Forty Dollars, said sum being not less than the appraised value of said real estate, Given under my hand this 5th day of February, A.D. 1901.

Harmon H. Baxley Guardian &c.

The State of Ohio, Union County ss.

The above named Harmon H. Baxley, Guardian of the estate of John H. and Lewis C. Baxley being first duly sworn says that the private sale stated in the above report of sale of the Real Estate in the foregoing order described was made after diligent endeavor to obtain the best price for the property so sold, and that the sale reported was for the highest price that could be obtained for the property.

Sworn to before me and signed in my presence this 5th day of February, A.D. 1901.

Harmon H. Baxley.

(Seal) Chas. C. Pinkerwood, Clerk.

7823
Order of Sale

Feb. 4th, 1901, the following Order of Sale issued:-
The State of Ohio, Union County ss. In Common Pleas Court.

To Harmon H. Baxley, Guardian of John A. Baxley and Lewis C. Baxley; Greeting
Whereas on the 23rd day of January, A.D. 1901, in a cause pending in said Court, wherein you as Guardian of the said parties are petitioner and Georgiana Maria Snider et.al. are defendants an Order of Sale was made of the following described premises, towit:-
Situate in Liberty Township, Union County, State of Ohio, and part of Survey No. 3462, beginning at a sugar, hickory and birch, Southwesterly corner to John Scarborough's Survey, thence with the line of said Scarborough's North 8 deg. East 137¾ poles to a stake, thence North 83 deg. West 77 poles to an elm, thence South 8 deg. West 135 poles to a sarvice bush, and an ironwood corner to Mary Vance's Survey No. 12472, thence with his line, correcting the course thereof, South 80 deg. East 77 poles to the beginning, containing 65½ acres more or less,"

(Also the following)

Situate in the same County, Township and State, and in Survey No. 3462, commencing ten feet North of the Northeast corner of the Grist Mill now occupied by George H. Baxley; from thence nine rods Southwardly by the East end of the Mill to a stake, from thence eleven and ½ rods to the West line of Israel Lockwood's land, thence North on said line nine rods to a stake one rod North of the Mill-race, together with the privilege of the tail-race below the Mills: thence East to the place of the beginning, Containing 95 square rods more or less."

Said premises to be sold at Private sale for not less than their appraised value, the same having been heretofore appraised at the sum of $35.00 per acre or $650.00 for the two parcels mentioned herein, and upon the following terms:- towit, Cash in hand. You are therefore hereby commanded, without unnecessary delay, to sell said premises according to law and the order of the Court, and that you return this order with your proceedings under the same, duly enclosed herein, forthwith upon compliance with the terms thereof.

Witness my hand and the seal of said Court, this 4th day of February, A.D. 1901,

Seal Chas C. Fulhorwood, Clerk

Report of Sale, filed April 15th, 1901.

Received this order on the 4th day of February, A.D. 1901, and according to the command thereof, I on the 1st day of April, 1901, sold the real estate, therein described (the same having been before that appraised as required by law, and the order of the Court.) at private sale to Abbie A. Baxley for the sum of Nineteen Hundred and Eighty Dollars, said sum being not less than the appraised value of said real estate,

Given under my hand this 15th day of April, A.D. 1901.

Harmon H. Baxley, Guardian &c.

The State of Ohio, Union County ss,

The above named Harmon H. Baxley, Guardian of the person and estate of John A. and Lewis C. Baxley, being first duly sworn, says that the private sale stated in the above report of sale, of the Real Estate in the foregoing order described was made after diligent endeavor to obtain the best price for the property so sold, and that the sale reported was for the highest price that could be obtained for the property.

Harmon H. Baxley.

Sworn to before me and signed in my presence this 15th day of April, A.D. 1901.

Seal Chas C. Fulhorwood, Clerk.

7823 Entry

Feb. 6th, 1901. the following Entry filed:-

Harmon H. Baxley &c.

Vs. Court Common Pleas, Union County, Ohio.

Georgiana Maria Snider et. al.

This cause now being heard on the return of Harmon H. Baxley, Guardian of John A. Baxley and Lewis C. Baxley, idiots, of his proceedings and sale under the order of this Court, and on the motion to confirm the same, the Court, after carefully examining the said return, and being satisfied that such sale was fairly and legally made, does hereby approve and confirm the same, and order that upon the purchase money being paid in cash, in full, as per the order of this Court, the said Harmon H. Baxley, Guardian, make to the purchaser H. P. O'Brien, a good, and sufficient deed for the premises so sold. And the said Abbie A. Baxley having by her answer and cross petition in this case elected to receive in lieu of her one third (⅓) interest, with survivorship over in her favor, during the life of Charles A. Baxley, her grantor, its value in money, the Court find the just and reasonable value thereof to be $100 Dollars.

It is therefore ordered that, after payment of the costs, herein taxed at $ —— the said Guardian pay to the said Abbie A. Baxley the said sum of $100. in full of her interest, leaving in the hands of the said Guardian a balance of $— to be applied by him as the law requires.

7823 Entry

April 15th, 1901. the following Entry filed:-

Harmon H. Baxley, Guardian &c.

Vs. Court Common Pleas, Union County, Ohio.

Georgiana Maria Snider et. al.

This cause now coming on to be heard on the return of Harmon H. Baxley, Guardian of John A. and Lewis C. Baxley, idiots, of his proceedings and sale under the order of this Court, and on motion to confirm the same, the Court, after carefully examining said return, and being satisfied that such sale was fairly and legally made, does hereby approve and confirm the same, and order that, upon the purchase price being paid in cash in full, as per the order of this Court, the said Harmon H. Baxley, Guardian, make to the purchaser, Abbie A. Baxley, a good and sufficient deed for the said premises so sold, and the said Abbie, A. Baxley having by her answer and cross-petition in this case elected to receive in lieu of her one third (⅓) interest therein, with survivorship over, in her favor, during the life of the said Charles A. Baxley, her grantor, its reasonable value in money, the Court find the just and reasonable value thereof to be the sum of Five Hundred and Two ($502.) Dollars.

It is therefore ordered by the Court that, after the payment of the costs in this case, amounting to $ — the said Guardian pay to said Abbie A Baxley the said sum of $502.00 in full of her interest in said fund leaving in the hands of the said Guardian, a balance of $— to be applied by him as the law requires.

Attest: Chas Tenhorwood,
Clerk.

7710 Petition

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7710 Precipe

Aug. 29th
To Clerk

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to law

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 Hon. Duncan Dow, Judge of said Court of the Term of April, towit, on April, 18th, A.D, 1901, Be it remembered that heretofore, towit, on Aug. 29th, 1899. Mary E. McIntire filed in the Clerk's office of said Court, the following petition against George Kirby, towit:-

7710 Petition

Mary E. McIntire

Vs. Court Common Pleas. Union County, Ohio.

George Kirby

Plaintiff says the defendant is indebted to her on the following items of account for work, and labor for herself and her minor children, as follows, towit:-

March, 1896,	To two weeks nursing wife and other labor during confinement $1 per day.		$14	00
Sept. 1898	" " " " " during confinement and sickness		14	00
May, 1897	" use of horse 1½ days			75
Fall of 1897	" Husking 300 bu. of corn at 4 cts		12	00
" " "	" Cutting 312 shocks of corn at 5 cts		15	60
" " 1898	" Husking 200 bushels corn		8	00
" 1898	" Shocking wheat 2½ days, $1.50 per day.		3	75
" 1898	" Rolling ground by Lulu 1½ da.		1	50
July 1897	" Work by Jesse 16½ days 50 cts per day		8	25
May 1898	" Replanting corn 2½ days		2	50
Fall of 1897	" Digging potators Lulu & Jesse one day.		1	00
July 1899	" Putting Paris Green on potators one day		1	00
April 1898	" Three days cleaning house $1 per day.		3	00
Spring 1898	" One and ½ days cording wood and cleaning yard $1 per day.		1	50
1896, 1897 & 1898	" Five days cooking for thrashers		5	00
1898	" ½ day mowing grass by Jesse			25
Sept. 1898 to July 1899	To Shed use for binder 10 months		2	50
1895 fall 1896	Three washings for confinement & wife & death of child still born, $5.00 each		15	00
Sept. 1896	One weeks work by Lulu		1	50
1897	Knitting four pairs of stockings		1	00
1898	Six days plowing corn $1.00 per day		6	00
1897	Lulu and Jesse building rail fence ½ day		1	00
June 1898,	Assisting in building wire fence one day each		2	00
		Total	$113	10

For which the plaintiff claims judgment against the defendant George Kirby with interest thereon from the 29th day of August, 1899. — J. M. Kennedy, Atty for Plff.

The State of Ohio, Union County ss.

Mary E. McIntire being first duly sworn says the facts and allegations of the foregoing petition are as she believes true,

Mary E. (her mark) × McIntire

Sworn to and subscribed by the said Mary E. McIntire, this 29th day of August A.D. 1899.

(Seal)

J. N. Gorsuch, Clerk of Court.

7710 Precipe

Aug. 29th, 1899, the following precipe filed:-

To Clerk:-

Issue summons to the Sheriff of Union County, Ohio, indorsed, amount claimed on account One Hundred and Thirteen 10/100 Dollars, returnable according to law.

J. M. Kennedy, Atty.

7710 Summons

Aug. 29th, 1899, the following Summons issued:-
The State of Ohio, Union County ss.
To the Sheriff of Union County:-
You are hereby commanded to notify George Kirby that he has been sued by Mary E. McIntire in the Court of Common Pleas of Union County, and must answer by the 30th day of September, A.D, 1899, or the petition of the said Plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 11th day of September A.D, 1899. Witness my hand and the seal of said Court this 29th day of August, A.D, 1899.

Seal J.A. Gosnell, Clerk

Endorsed:-
"In action for money on account, amount claimed $113 10/100."
Sheriff's Return, filed Sept. 7th, 1899.
The State of Ohio, Union County ss.
Received this writ at 8 o'clock A.M. August 31st, A.D. 1899, and served same by leaving at the usual place of residence of George Kirby a true and certified copy of this writ with all of the endorsements thereon on the 6th day of September, 1899.
Sheriff's fees: Service & return .50, mileage $1.76, copy .15 Total $2.41,
J. Ed. Robinson, Sheriff.

7710 Motion

Jan. 16th, 1900, the following motion filed:-
Mary E. McIntire
Vs.
George Kirby
Court Common Pleas, Union County, Ohio

Now comes the defendant and moves the Court to require the plaintiff to make the said petition more definite and certain by setting out more fully the charges claimed and the work claimed to be done under each charge and by giving dates where same is not given and amount claimed under each date.
H.D. Hooper Atty for Def't.

7710 Amended Petition

Feb. 2nd, 1900, the following amended Petition filed:-
Mary E McIntire
Vs.
George Kirby
Court Common Pleas, Union County, Ohio.

Plaintiff says by way of amended petition that the defendant is indebted to her on the following items, accounts, for work and labor performed by herself and minor children as follows, towit:-

That on or about the 21st day of April, 1896, plaintiff nursed the wife of defendant and performed other labor for the term of two week at $1.00 per day	$14 00
Sept. 2nd, 1898, Plaintiff performed same labor again for two week at $1.00 per da.	14 00
May, 1897, Use of horse 1½ days at 50 cts per da.	75
Fall of 1897, Plaintiff hucked 300 bu. of corn for defendant at 4 cts per bu.	12 00
Cutting corn same fall, 312 shocks at 5 cts per shock	15 60
July of 1898, Shocking wheat 2½ days at $1.50 per day	3 75
Rolling ground by Lulu 1½ da. $1.00 per da.	1 50
July, 1897, Work by Jessie 16½ da. at 50 cts, da.	8 25
Fall of 1898. Replanting corn and digging potatoes 3½ da. by Lulu & Jesse.	3 50
July, 1898 Paris greening potatoes 1 day	1 00
April 1st, 1898, Cleaning house 3 days at $1.00 per da.	3 00
Spring of 1898, Cording wood ½ da. and cleaning yard 1 day	1 50

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7710 Answer

Apr. 9th
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Summer of '96, '97 and '98 to cooking for threshers five days	$5 00
1898 Do mowing grass ½ day by Jesse	25
From Sept. '98 to July '99, shed room for Binder, 10 mos. at 25 cts per month	2 50
Fall of '95, '96 & '98 three washings for confinement of wife $5.00 per washing	15 00
Sept. 21, 1896 to one week's work by Lulu	1 50
Knitting four pairs of stockings	1 00
Summer of 1898 Six days plowing corn	6 00
Sept. 1897 Lulu & Jesse building rail fence ½ day	1 00
June 1898 Assisting in building wire fence 1 day each	2 00
(Total)	$122 70

Plaintiff further says that she is unable to give the exact date of all her work for the defendant, but gives as near as she can.

Plaintiff asks judgment against the defendant George Kirby with interest thereon for the sum of $122.70 from Aug. 29th.

J. M. Kennedy, Atty for Plaintiff.

The State of Ohio, Union County, ss.

Mary E. McIntire being first duly sworn says the facts and allegations of the foregoing petition are as she believes true. Mary E. (her mark) McIntire.

Sworn to and subscribed by the said Mary E. McIntire, this 2nd day of Feb. A.D. 1900. (Seal) J. A. Bonnell, Clerk of Court.

7710 Answer

Apr. 9th, 1900 the following Answer filed:-

Mary E. McIntire.

Vs. Court Common Pleas. Union County, Ohio.

George Kirby

George Kirby the above defendant for answer herein says:- That on or about the 23rd day of August, 1899, that he and the Plaintiff Mary E. McIntire having some differences regarding the accounts between said Plaintiff and said defendant, and neither having kept a full and complete book account of the same met and in the presence of witnesses agreed, and adjusted all matters and differences and all claims or demands of any kind or form between said plaintiff and said defendant; and that said Plaintiff on said 22nd day of August 1899, gave to said defendant, George Kirby a receipt in full of all demands to date, and that said defendant Geo Kirby gave to said Plaintiff Mary E. McIntire a receipt in full of all demands to date, thereby settling and adjusting all differences then existing, and all claims made between said Plaintiff and said Defendant. A copy of said Receipt given by said Plaintiff to said Defendant is hereto attached and marked Exhibit "A". Notwithstanding said George Kirby then had and made demands largely in excess of said Plaintiff's as shown by accounts as follows, to-wit:-

1894, Pasture for cows and horse	$15 00	Dec, 1894 Cash	$5 00
" 4 loads of hay @ $4. per load	$16.00	1896 1 day's plowing with double team	3 00
1897, Oct. 5th paid cash	$5,00	Dec. 24, 1897, Paid Cash at Brick Church	5 00
1897, Horse two days at Fair	$2,00	1897, 72 lbs flour @ 3 cts per lb.	2 16
1897, 2 bushels corn meal	.80	1898, 31 14/16 rods wire fence @ $.50 per rd.	15 92
1898, 2½ Tons hay	12.50	1898, 4 bu. seed oats @ 30¢ per bu.	1 20
1898, 1 hen and 1 rooster	1.00	1898, 1 load of wood	1 00
1898, Cutting 4 acres of wheat and Oats $.65	2.60	1898, Hauling and threshing oats	1 50
1898, Hauling and threshing wheat.	$1.50	1898, Service of Boar and pasture for sows	1 00
1898, 1 bu. seed potatoes	1.10	1898, 4 bu. seed potatoes	3 00
1898, 10 lb. meat @ 8 cts	.80	1898, Sept. 8th to cash	2 00

1898, Sept 27th Do cash ----	$3.00	1898, May, wall paper	15
1898. Salts, Sulphur & Porter's Cure of Pain	.50	1898. June, clover for 7 hogs one week	70
1898. Posts for wire fence 34 @ 10¢	3.40	1894 to 1898 incl. general use of horses	13 00
1895 to 1898 incl. Cow fodder for feed	20.00	1897 Money for husking & cutting corn	10 00
1897 service of boar	.50	1898. Corn in roasting ears (2 baskets)	25
1897 5 Bu. Apples @ $1/00	5.00.	1897. 1 Bu. Cherries @ 8¢ per qt	2 56
1898 1 Bu. Cherries @ 8¢ per qt	2.56.	1898. 1 Bu. peaches	1 00
1897 ½ Bu. peaches	.60.	1898 Plums	25
1897 Cutting and hauling Wood	1.25	1896 Hauling and threshing wheat	1 00
1896 Cash	3.00	1898 1 load chips & team to haul	1 00
1898 4 loads of Wood	3.00	1898 1 setting of Eggs	1 00
1898. Furnishing ashes and attending Sick	2.00	1898. Oats & meal for chicken feed	25

Said adjustment was made as herein before set out. Said defendant further says that he is unable to say what items in said plaintiff's petition were claimed by said Plaintiff at the time of said adjustment and not now being able to say what of said items if any were true and therefore denies each and every allegation set forth in plaintiff's petition and says that said charges are unreasonable in amounts and too high for the work claimed to have been performed. Defendant denies that he is indebted to said Plaintiff in the sum as charged in Plaintiff's petition or for the services therein alleged or for any other services, or for any other sum whatever.

Therefore said defendant prays that this action be dismissed at the costs of this Plaintiff

H. T. Hoopes, Atty for Defendant.

State of Ohio, Union County ss.

George Kirby being sworn says the allegations in the foregoing answer are as he believes true.

George Kirby.

Sworn to (before me) and subscribed in my presence this 9th day of April, 1900.

J. N. Bonnell. Clerk of Court.

Copy of Receipt - Exhibit "A".

Watkins. O Aug. 22 nd. 1899.

Received of George Kirby on book account in full of all claims to date.

Mary × (her) McEntire.
mark

7710 Affidavit

7710 Reply

April, 17th, 1900 the following Reply filed:-

Mary E. McEntire

Vs.

George Kirby

Court Common Pleas, Union County, Ohio.

For reply to defendants answer plaintiff says that she denies that she and defendant ever met for the purpose of a settlement or that they ever settled their accounts on the 22nd day of August, 1899, or at any other time. Plaintiff says that on or about the 22nd day of August, A.D. 1899, said defendant conspired with one George Hanawalt, Tom Thompson and Aaron Torney to compel the plaintiff to give the receipt to the defendant set out in his answer and all came to where she was herding her milch cow on the high way on said 22nd day of August 1899, and threatened and abused the plaintiff and demanded of her that she sign said receipt or they would take her cow up off the road and said Thompson bring a constable of said County to aid and abet the said Kirby threatened by virtue of his authority that unless she signed said receipt, he would shut her cow up and she being a poor widow woman without money and to save expense

7710 Entry

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finally signed said receipt but not as a settlement of any account, or claim she had against said Kirby. That after said receipt was signed said parties all departed and left her and the cow on said highway and gave the plaintiff privilege to pasture the cow on the highway and left her there, neither party had any account or presented any account and would not allow the plaintiff to obtain advice or counsel before signing said receipt, but compelled her to sign the same then and there. She admits cash payment of Dec. 1894 of ——— $ 3 00
Also one days plowing 2 00
Cash Oct. 5th, 1897 5 00
Dec. 24th, 1897 at Church 5 00
Also 72 lbs. of flour 2 16
Two bushels of corn meal 80
3 14/16 rods of wire fence 15 92
Four bu. seed oats @ 20 cts 80
One hen and rooster 1 00
Cutting 3 acres oats and wheat 1 80
Two lbs. of meat 80
1897 Cash for husking and cutting corn 10 00
(Total) $ 50 28

Plaintiff denies each and every other item of said bill of items in his answer not herein especially admitted. Plaintiff therefore prays judgment against defendant as in her petition less offsets admitted.

J. M. Kennedy, Atty for Plaintiff.

The State of Ohio, Union County ss.

Mary E. McIntire being first duly sworn says the facts and allegations of the foregoing reply are she believes true.

her
Mary E. × McIntire.
mark

Sworn to and subscribed before me this 14th day of April, A.D. 1900.

A. H. Kollofrath, Justice of the Peace.

7710 Affidavit

Sept. 25th, 1900, the following Affidavit filed:-

Mary E. McIntire
Vs.
George Kirby

Court Common Pleas, Union County, Ohio,

George Kirby being first (duly) sworn says that Mary Kirby is a material witness for him in this case, and without whose testimony he cannot safely proceed to trial, said George Kirby says that Mary Kirby is now suffering from heart trouble and not able to attend Court, at this time and do not think she will be able this term. Said affiant says that this application is not made for delay merely but for the purpose of justice.

George Kirby.

Sworn to and subscribed in my presence this 15th day of Sept. 1900.

H. M. Titsworth, Notary Public.

7710 Entry

Sept. 25th, 1900 the following Entry filed:-

Mary E. McIntire
Vs.
George Kirby

Court Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of the defendant for continuance, and the Court sustains the motion of defendant and cause continued at defendants costs.

7710 Entry

April 17th, 1901, the following Entry filed:-
Mary E. McGuire
Vs. Court Common Pleas, Union County, Ohio.
George Kirby

This day came the parties herein by their Attorneys, and also came the Jury heretofore impaneled and sworn according to law; and thereupon this case came on for hearing, on the pleadings and evidence, and the said Jury having heard the evidence in part the Court adjourned the further hearing of this cause until tomorrow, Thursday morning at 8:30 o'clock A.M.

7901 Petition

7710 Entry Verdict

April 18th, 1901, the following Entry filed:
Mary E. McGuire
Vs. Court Common Pleas, Union County, Ohio.
George Kirby

This day came the parties herein, by their Attorneys, and also came the Jury heretofore impaneled and sworn according to law, and the trial proceeded. And the said Jury having heard all the evidence in the case, the argument of counsel; and the charge of Court, retired to their room in charge of the Sheriff for deliberation, And now comes said Jury into open Court with their verdict in writing signed by their foreman and say:-

We, the Jury, being duly impaneled and sworn assess the amount due to the plaintiff from the defendant upon the account set out in the petition $94.10 and we find there is due from the Plaintiff to the defendant upon the counter claim in defendants answer the sum of $51 63/100. J. H. Ryan - Foreman.

Dated April, 18th, 1901.

7710 Entry Judgment.

Apr. 23rd. 1901, the following Entry filed:-
Mary E. McGuire
Vs. Court Common Pleas, Union County, Ohio.
George Kirby

This day this cause bring again before the Court, and neither party having filed a motion for a new trial; It is ordered and adjudged by the Court that the Plaintiff recover of the defendant the sum of $42 47/100 the difference between the amount found due the Plaintiff and the Defendant by the Jury. It is therefore adjudged that the Plaintiff recover of said defendant said sum of $42.47 and any costs that may have heretofore been adjudged against the defendant. and as to all other costs, it is ordered that each party pay the costs by them respectively made, for which execution is awarded. It is further ordered that execution be staid for 30 days.

Attest:-
Chas. C. Leuhorwood,
Clerk.

7901 Precipe

1901 Olear continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial district of the Court of Common Pleas, of the State of Ohio, before the Hon. Duncan Dow Judge of Said Court of the Term of April, towit: on April 26th A.D, 1901, Be it remembered that heretofore towit, on the 4th day of January, A.D. 1901, The Madison National Bank of London, O. filed in the Clerks office of said Court, the following petition against E. H. Whitten et. al. towit:-

Petition

The Madison National Bank of London, O.

Vs. Court Common Pleas. Union County, Ohio,

E. H. Whitten. Sylvia Whitten, and B. F. Graves.

Plaintiff says: That it is a corporation organized and existing under the laws of the United States of America. That this action is founded upon a promissory note of which the following is a copy, with all indorsements thereon:-

$550.00 Irwin, Ohio. September 3rd, 1900.

Ninety days after date we promise to pay to the order of B. F. Graves, the sum of Five Hundred and Fifty Dollars, for value received, with eight per cent interest per annum from date. If the interest is not paid, to become as principal and bear the same rate of interest, payable without defalcation or discount and we do hereby relinquish and waive all rights to the benefit of all laws in force in this State, exempting personal property from levy or forced sale, on any judgment, execution, attachment or other legal process, in the collection of the above note.

E. H. Whitten, Sylvia Whitten,

Indorsements:- "Demand and notice waived- B. F. Graves."

There are no credits on said note. The defendants, E. H. Whitten and Sylvia Whitten, are liable on said note as makers, and the defendant, B. F. Graves as indorser. There is due from the defendants to the plaintiff on said note the sum of Five Hundred and Fifty Dollars, which it claims with interest from the 3rd day of September, 1900, at the rate of eight per cent per annum and for which it asks judgment.

Durflinger & Emery, Attys for Plaintiff.

State of Ohio, Union County ss.

P. R. Emery, being duly sworn says he is one of the Attorneys for the Plaintiff duly authorized in the premises, that this action of Plaintiff is founded upon an instrument in writing for the unconditional payment of money only, which instrument of writing is now in his possession, that the facts stated and allegations contained in the foregoing petition are true as he verily believes.

P. R. Emery.

Sworn to and subscribed before me this 4th day of January, 1901,

Seal Chas. C. Funhorwood, Clerk of Court.

1901 Precipe

Precipe

To the Clerk:-

Issue summons for the defendants, E. H. Whitten and Sylvia Whitten directed to Sheriff of Union County, Ohio, returnable according to law,

Issue summons for the defendant B. F. Graves, directed to Sheriff of Madison County, Ohio, returnable according to law, Indorse "Action for Money only. Amount claimed $550. with interest at eight per cent from Sept. 3rd. 1900.

Issue orders of Attachment against the defendants E. H. Whitten and Sylvia Whitten, one directed to the Sheriff of Union County, Ohio, and one directed to the Sheriff of Champaign County, Ohio returnable according to law,

Dated this 4th day of January 1901. Durflinger & Emery attys for Plff.

7901
Affidavit

Jan. 4th, 1901 the following Affidavit filed:-
The Madison National Bank,
Vs. Court Common Pleas, Union County, Ohio.
E. H. Whitten and Sylvia Whitten, and B. F. Graves.
George H. VanWagner being duly sworn according to law, deposes and says:- That the above named Plaintiff is a corporation duly incorporated and existing under and by virtue of the laws of the United States; that the deponent is the assistant cashier of the said corporation Plaintiff; and that an action in the above entitled cause has been commenced by filing a petition in the office of the Clerk of the Court of Common Pleas, of the above named County, and causing a summons to be issued thereon, That the nature of the Plaintiffs claim in this action is, that it is a demand founded upon a promissory note for the payment of money only, made by the defendants, E. H. Whitten and Sylvia Whitten and indorsed and transferred by the defendant B. F. Graves to this Plaintiff, of which said note the Plaintiff is the owner and holder,
That the amount of the Plaintiffs claim is five hundred and fifty dollars, with interest thereon at the rate of Eight per cent. per annum from the 3rd day of September, 1900. That said claim is just, and the amount deponent believes said Plaintiff ought to recover, from the said defendants is the sum of five hundred and fifty dollars, with interest thereon at the rate of eight per cent per annum from the 3rd day of September, 1900,
That the defendants E. H. Whitten and Sylvia Whitten, are about to convert their property or a part thereof into money, for the purpose of placing it beyond the reach of their creditors.
George H. VanWagner.
Sworn to and subscribed before me this 4th day of January, 1901.
Seal
P. A. Emery, Notary Public, Madison Co. O.

7901
Summons

Jan. 4th, 1901. the following Summons issued:
The State of Ohio, Union County: To the Sheriff of Union County:-
You are hereby commanded to notify E. H. Whitten and Sylvia Whitten that they have been sued by The Madison National Bank of London O. in the Court of Common Pleas of Union County and must answer by the 2nd day of February, A. D. 1901, or the 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 January. A.D. 1901.
Witness my hand and the seal of said Court this 4th day of January, A.D. 1901
Seal
Chas Funhorwood, Clerk
Endorsed:- "Money only, amount claimed $350 with 8% int, from 3/9/00.
Sheriff's Return, filed Jan 5th, 1901.
The State of Ohio, Union County ss.
Received this writ Jan 4th, A.D. 1901 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 Sylvia Whitten personally, to E. H. Whitten by leaving a copy at his usual place of residence on January 4th, 1901.
Sheriff's Fees:- Service & return $.65 mileage $1.60 copies $.30 Total $2.55.
J. Ed. Robinson, Sheriff.

7901
Summons

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7901 Summons

Jan. 4th, 1901, the following Summons issued:-
The State of Ohio, Union County:- To the Sheriff of Madison County:
You are hereby commanded to notify B.F. Graves, that he has been sued by The Madison National Bank of London Ohio, in the Court of Common Pleas, of Union County, and must answer by the 2nd day of February, A.D. 1901, or the 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 January, A.D. 1901.
Witness my hand and the seal of said Court, this 4th day of January A.D. 1901.
Chas Funhorwood, Clerk
Seal
Endorsed:-
"In action for money only, amount claimed $330 with int. at 8% from Sept. 3rd, 1900.

Sheriff's Return, filed Jan. 14th, 1901.
The State of Ohio, Madison County ss.
Received this writ Jan. 5th, A.D. 1901, and served same by handing personally to the defendant B.F. Graves a true and certified copy of this writ with all the endorsements thereon. Sheriff's Fees:- Service & return .35, mileage $2.40 copy .35
Total $3.30
E.S. Gardner, Sheriff, Madison County, Ohio.

7901 Attachment

Jan. 4th, 1901, the following Attachment issued:-
The State of Ohio, Union County ss. Court of Common Pleas.
The Madison National Bank
Vs.
E. H. Whitten et. al.
To the Sheriff of Union County:-
You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant E.H. Whitten and Sylvia Whitten in your County not exempt by law from being applied to the payment of the claims of the Plaintiff, The Madison National Bank of London, O. or so much thereof as will satisfy said Plaintiff's claim for Five Hundred and Fifty Dollars with int. at 8% from Sept 3rd, 1900. and also for Fifty Dollars, the probable cost of this action. You will make due return of this order on the 14th day of Jan. A.D. 1901. Witness my hand and the seal of said Court, this 4th day of Jan. A.D. 1901.
Chas Funhorwood, Clerk
Seal
Sheriff's Return, filed Jan. 5th, 1901.
Office, Sheriff Union County, Ohio. Jan. 4th, 1901.
Received this order on the 4th day of Jan. A.D. 1901, at 3 o'clock P.M. and in obedience to the command thereof, I did, on the 4th day of January A.D. 1901 at 5 o'clock P.M. in the presence of H.J. Sower and E.F. Hirt two freeholders of said County attach the property described in the Schedule marked "A" hereto attached and made a part of this return, and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement as will fully appear by reference to Schedule Marked "A". I also at the same time left a true and certified copy of this writ by personally handing the same to Sylvia Whitten. Sheriff's Fees:- service .35 copy .35 mileage $1.60 summ. app. 1.00 Swrar. app. .35 return .35 Total $3.60 Appraisers fees $3.00.

Schedule "A"

We, J. Ed. Robinson, Sheriff of Union County, and H.J. Sower and E.F. Hirt, two freeholders of said County, do truly inventory and appraise the property

attached under the foregoing order, as the property of E. H. Whitten and Sylvia Whitten and hereinafter described as follows: viz.

"The following Real Estate situated in the County of Union, State of Ohio, and in the Township of Union, and in Surveys Nos. 4735 and 6312 and bounded and described as follows:- Beginning at a stone in the Post road, one of the corners of a tract of land containing Seventy seven acres conveyed by Charles and Martha Fullington to William Howard on the 31st day of March, 1864 and in the line of James C. Miller's Jr. land, thence with the said Miller's line S. 44° E. 114 60/100 poles to a stone corner of said Miller's land, and fifty feet from the center of the railroad connecting Springfield and Delaware, thence N. 33° E. 74 68/100 poles to a stone corner to Amon Carpenings lot, thence with his line N. 58° W. 33 60/100 poles to a stake, thence N. 32° E. 16 70/100 poles to a stake, thence S. 58° E. 9 68/100 poles to a stake Thence N. 32° E. 10 68/100 poles to a stone in the center of the State road, thence with the road N. 58° W. 22 poles to a stone, thence N. 88° W. 20 70/100 poles to a stone in the center of the Milford road one of the corners of said tract of 77 acre tract above mentioned, thence with one of its lines and same course N. 88° W. 41 88/100 poles to a stone on the North bank of Treaces creek, thence S. 60½° W. 47 32/100 poles with the Post road, to the beginning; excepting therefrom so much of the above described premises as is now occupied by the Methodist Church and also a former lot used by said Church, now vacant, Containing 44 50/100 acres more or less".

Appraised at $4450 00/100.

Given under our hands this 4th day of Jan. A.D. 1901.

J. Ed. Robinson, Sheriff.
H. J. Power
E. F. Hirt.

7901 Attachment

Jan. 4th, 1901 the following Attachment filed:-

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

The Madison National Bank.

Vs.

E. H. Whitten et. al.

To the Sheriff of Champaign County:-

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks, or interest in stocks, rights, credits, money and effects of the defendants E. H. Whitten, and Sylvia Whitten in your County, not exempt by law from being applied to the payment of the claims of the Plaintiff, The Madison National Bank of London, O. or so much thereof as will satisfy said Plaintiff's claim for Five Hundred and Fifty Dollars with int. at 8% from Sept. 3rd, 1900 and also for Fifty Dollars, the probable cost of this action.

You will make due return of this order on the 14th day of January. A.D. 1901.

Witness my hand and the seal of said Court this 4th day of Jan. A.D. 1901.

Seal

Chas. Pinkerwood, Clerk.

7901 Entry

Sheriff's Return, filed Jan. 14th, 1901.

The State of Ohio, Champaign County ss.

Office, Sheriff Champaign County Ohio, Jan. 9th, A.D. 1901.

Received this order on the 5th day of January A.D. 1901, at 5 o'clock, P.M. and in obedience to the command thereof, I did on the 7th day of January. A.D. 1901, at 3 o'clock P.M. in the presence of W. G. Riddle and Henry Wood, two freeholders of said County attach the property described in the Schedule marked "A" hereto attached and made part of this return, and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A", I also

at the same time left a true and certified copy of this writ with S. Peter Skiles the occupant of Lot No. 254 herein attached also at the same time left a true and certified copy of this writ in a conspicuous place on Lot No. 255 herein attached. Sheriff's Fees:- Copies $.30 mileage $1.76 summ. Affs. 1.00 swear. $.25 Inventory $.25 Return $.25 Index $.10 Recording $.50 Postage .04 Total $4.15 Appraisers fees: $3.00

D. J. Hull, Sheriff.
By J. S. Kingsley, Deputy.

And on January 7th, 1901, I delivered this writ to Daniel J. Hull, my successor.

L. A. Shaw, Sheriff.

Schedule "A".

We, J. S. Kingsley, Deputy Sheriff of Champaign County, and V. G. Riddle, and Henry Wood two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order as the property of Sylvia Whitten, and hereinafter described as follows, viz:- Situate in the Village of Mechanicsburg in the County of Champaign and State of Ohio, and bounded and described as follows, viz. Being No. 48 in J. R. Hare's addition to said village and being No. 254 of the last revised plat, being the same property sold by G. H. Valentine to Annie Juline and by her sold to S. Peter Skiles May 7th, 1888, Also the following being part of Military Survey No. 4747 Virginia Military District being Lot No. 49 in Jacob R. Hare's addition to said town and consecutive No. 255 as per revised plat to said town of Mechanicsburg.

Lot No. 254 Appraised $850.00
Lot No. 255 Appraised $100.00

Given under our hands this 7th day of January A.D. 1901.

J. S. Kingsley, Deputy Sheriff.
V. G. Riddle
Henry Wood.

1901 Entry

Apr. 26th, 1901, the following Entry filed:-

The Madison National Bank of London, Ohio.
Vs.
E. H. Whitten et. al.

Court Common Pleas, Union County, Ohio.

This day this cause is dismissed at the costs of defendants,

Attest:- Chas. C. Pinkerwood, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the Term of April, towit, on April 17th, A.D. 1901. Be it remembered that heretofore, towit on June 9th, 1900, The Bank of Mansfield filed in the Clerks office the following petition against J. A. Culbertson, towit.

7796 Petition

The Bank of Mansfield, a corporation organized under the laws of the State of Ohio, and doing business at, Mansfield, Ohio, — Plaintiff

Vs

Court Common Pleas, Union County, Ohio.

J.A. Culbertson — Defendant.

The plaintiff says that it is a corporation organized under the laws of the State of Ohio and doing business at Mansfield, Ohio, that this action is founded upon a promissory note of which the following is a copy, with all indorsements thereon, there being no credits thereon

$15.00 Milford Center, O. July 6th, 1895.

On or before the 1st day of September, 1897, I, the subscriber, of Milford Center P.O. County of Union, State of Ohio promise to pay to the order of the J. F. Seiberling & Co. (a corporation organized under the laws of the State of Ohio,) at Akron, Ohio, Fifteen Dollars. For value received, payable at Milford Center Bank in Milford Center, with interest at six per cent per annum if paid when due, if not paid when due interest shall be eight per cent per annum from date.

(Signed) J. A. Culbertson.

Indorsements:-

Pay _____

or order for collection.

The J. F. Seiberling Co. Akron, Ohio.

Pay to the order of any Bank or Banker.

The Bank of Mansfield,

M. D. Ward. Cashier.

The above note was duly assigned and transferred to said Plaintiff for a valuable consideration before due. There is due from said defendant to plaintiff on said note, Fifteen Dollars as principal, and Five and 60/100 Dollars as interest to April 1st. 1900. in the total amount of Twenty and 60/100 Dollars ($20.60) for which amount together with interest at 8% on said amount of Fifteen Dollars ($15.00) from said 1st day of April 1900, and costs of suit, plaintiff asks judgment.

F. A. Thompson, Atty for Plaintiff.

State of Ohio, Richland County ss.

M. D. Ward, being first duly sworn says that he is the Cashier of The Bank of Mansfield, the above named plaintiff, which said plaintiff is a corporation; that the matters and facts contained in the within petition are true, as he verily believes.

M. D. Ward.

Sworn to before me and subscribed in my presence this 8th day of June A.D. 1900.

(Seal)

J. M. Ettinger, Notary Public. Richland Co. Ohio.

7796 Entry

Sept. 22nd. 1901. the following Entry filed:-

The Bank of Mansfield

Vs.

Court Common Pleas, Union County, Ohio.

J. A. Culbertson. — On motion the Court grants leave to answer by Sept. 22nd, 1900.

7796 Answer

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7796 Answer

Oct. 1st. 1900, the following Answer filed:-

The Bank of Mansfield

Vs.

J.A. Culbertson.

Court Common Pleas, Union County, Ohio.

Now comes the said defendant, and denies that Plaintiff is a corporation, and denies that he owes them anything and denies that said Plaintiff had the note at that time alleged to assign and denies that it was assigned to said Plaintiff before due, and not being acquainted with the facts denies each and every fact in said petition, Therefore said defendant that judgment may be rendered against said plaintiff for costs and for all other proper relief.

The State of Ohio, Union County ss. H.P. Hoopes. Atty for Defendant.

Jas. A. Culbertson, being sworn says the foregoing allegations are as he believes true.

J.A. Culbertson.

Signed in my presence this 1st day of April, 1900.

Seal

J.B. Cole, Notary Public.

7796 Entry.

Feb. 5th, 1901. the following Entry filed:-

The Bank of Mansfield

Vs.

J. A. Culbertson

Court Common Pleas. Union County. Ohio.

This day this cause came on to be heard, and by agreement cause was continued.

7796 Entry

April, 17th, 1901. the following Entry filed:-

The Bank of Mansfield

Vs.

J.A. Culbertson

Court Common Pleas. Union County, Ohio.

This day, towit, April 17th, 1901, this cause came on for hearing upon the petition of plaintiff, the answer of defendant, proof, exhibits, and the testimony, and thereupon a jury being waived this cause was submitted to the Court, The Court being fully advised in the premises finds the allegations of the petition to be true, and that plaintiff ought to recover of defendant the sum of $20.60 and interest at the rate of 8 per cent on $15 of said amount from the 1st day of April 1900, and its costs herein, The Court now therefore adjudge and decree that plaintiff recover of said defendant the sum of $21.86 and interest from the first day of the present Term of this Court and its costs herein expended, and that defendant pay his own costs, and in default of the payment of said judgment and costs that execution issue therefor.

Attest:-

Chas. L. Funhouwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Hon. Duncan Dow, Judge of said Court of the Term of April, towit: on July, 1st, A.D. 1901. Be it Remembered that heretofore towit, on Nov. 29th, A.D. 1899, Lewis F. Orahood filed in the Clerks office of said Court the following Petition against Rosa Orahood, towit:-

Lewis F. Orahood

Vs.

Court Common Pleas, Union County, Ohio.

7736 Petition

Rosa Orahood

The plaintiff allegrs that on the 19th day of March, 1896, at Marysville, in the State and County, he was married to the defendant, and has since resided therein, and has ever since said marriage conducted himself towards the defendant as a faithful, chaste and obedient husband, The defendant disregarding her duties as a wife on the 20th day of March, 1896, willfully deserted the plaintiff and for more than three years last past has been willfully absent from him without reasonable and just cause, The defendant grossly neglected her duty toward the plaintiff.

Lewis F. Orahood,

F. A. Thompson. Atty for Plaintiff.

7735 Entry

7735 Precipe

To the Clerk:-

Issue summons to Sheriff of Union County, Ohio, against defendant, returnable according to law.

F. A. Thompson, Atty for Plaintiff.

7735 Summons

Nov. 29th, 1899, the following Summons issued:-

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

You are commanded to notify Rosa Orahood, that Lewis F. Orahood 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 willful absence for more than three years and asking that he be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 11th day of December, A.D. 1899, Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 29th day of November, A.D. 1899.

Seal

J. N. Gosnell, Clerk

7735 Entry

Sheriff's Return.

The State of Ohio, Union County ss.

Received this writ Nov. 30th, A.D. 1899, at 8 o'clock A.M. and served same by personally handing Rosa Orahood, a true copy of this writ, together with a certified copy of petition on the 4th day of December, 1899.

Sheriff's Fees:- Service & return $.66 mileage $.96 copy $.15 Total $1.76

J. Ed. Robinson, Sheriff.

7735 Answer and Cross-petition

7735 Answer

Dec. 11th, 1899 the following Answer filed:-

Lewis F. Orahood

Vs.

Court Common Pleas, Union County, Ohio.

Rosa Orahood

Now comes the defendant and in answer to the Plaintiff's petition says:- She admits the plaintiff and defendant were married

upon the 19th day of March, 1896, as alleged in his petition and denies each and every other allegation therein contained, Further answering and by way of cross-petition the defendant says:- That since said marriage the plaintiff has wholly failed and neglected to furnish any home for the defendant or furnish her any support and she has been compelled to make her home with her parents and provide for her support as best she could by sewing, That on the 17th day of June, 1896, a child was born to the plaintiff and the defendant, and since the birth of said child the plaintiff has never contributed anything towards the support of said child and the defendant has had the maintenance and support of said child herself with the aid of her parents, The Plaintiff is an able bodied man, and able to work and earn fair wages and contribute to the support of his child. Wherefore the defendant asks that the Plaintiff's petition may be dismissed and that the Court may order her the custody of the child and the plaintiff may be ordered to contribute a reasonable amount to its support and for such other and further relief as the Court may deem proper.

Cameron & Cameron, Atty's for Def't.

7735 Entry

Jan. 24th, 1901, the following Entry filed:-

Lewis F. Orahood

Vs.

Rosa Orahood,

Court Common Pleas, Union County, Ohio.

This day this cause came on for hearing upon the motion of the defendant for the allowance of Temporary Alimony and support of her child, and the Court upon evidence and argument of counsel and being fully advised in the premises orders and adjudges that the said plaintiff shall pay to the said defendant, the sum of Eight Dollars, ($8) per month for the support of said child until the further order of said Court. — Jan. 24th, 1900.

7735 Entry

Feb. 5th, 1901, the following Entry filed:-

Lewis F. Orahood

Vs.

Rosa Orahood,

Court Common Pleas, Union County, Ohio.

Feb. 5th, 1901,

This day this cause was continued by order of the Court.

7736 Entry

April 15th, 1901, the following Entry filed:-

Lewis F. Orahood,

Vs.

Rosa Orahood,

Court Common Pleas, Union County, Ohio.

Apr. 15th, 1901,

This day upon motion of the defendant leave was granted the defendant to file her answer and cross-petition in five days.

7735 Answer and Cross-petition

April, 15th, 1901, the following Answer and Cross-petition filed.

Lewis F. Orahood

Vs.

Rosa Orahood,

Court Common Pleas, Union County, Ohio.

The defendant for her amended answer to the Plaintiff's petition herein says:- She admits the plaintiff and defendant were married upon the 19th day of March, 1896, as alleged in his petition, and denies each and every other allegation therein contained. Further answering by way of cross-petition the defendant says, that the plaintiff has been guilty of wilful absence

from the defendant for more than three years last past, and the plaintiff has been guilty of gross neglect of duty in this, that ever since the date of said marriage the said plaintiff has wholly failed and neglected to furnish any home for the defendant or furnish any support for herself or child. That on the 17th day of June, 1896, a child was born to the plaintiff and defendant, and since the birth of said child the plaintiff has never contributed anything towards its support, and the defendant has had to support said child and herself, with the aid of her parents. The plaintiff is an able bodied man and able to, and has been working and earning fair wages, and notwithstanding the former order of this Court herein made has wholly failed to contribute anything to the support of said child. Therefor the defendant prays that she may have an order and decree of divorce from said plaintiff and said marriage relation be dissolved, and she be restored to her maiden name of Rosa Bowersmith and that she be given the custody of said child, and that the Plaintiff be ordered to pay alimony for the support of said child and for such other and further relief as the Court may deem proper.

Cameron & Cameron Attys.

7735 Decree

July 1st 1901, the following Entry filed:-

Lewis F. Orahood

Vs.

Rosa Orahood,

Court Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff and the answer and cross-petition of the defendant, and the evidence, and the Court being fully advised in the premises, finds that the parties were married as in the petition alledged, The Court further finds that the defendant has not been guilty of wilful absence for more than three years, and that the plaintiff is not entitled to a decree of divorce therefor. The Court further finds that the plaintiff has been guilty of wilful absence from the defendant for more than three years last past and of gross neglect of duty, and that defendant is entitled to a divorce therefor. That the defendant has been a resident of the State of Ohio for more than a year last past and is a bona fida resident of Union County, Ohio.

It is therefore ordered & adjudged by the Court that the marriage contract heretofor existing between the said Rosa Orahood, and the said Lewis F. Orahood, be and the same hereby is dissolved and both parties released from the same.

It is further ordered that the custody, care, education and control of the said minor child born of said marriage, be until the further order of this Court, confided to the said Rosa Orahood, exclusively and the plaintiff is hereby ordered to pay to the defendant the sum of $8 per month for the support of said child until the further order of the Court.

It is ordered that the Plaintiff pay the costs herein.

Attest:

Chas Linhorwood,
Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the Term of April, towit, on April 17th, A.D. 1901.

Be it remembered that heretofore, towit, on Dec. 19th, A.D. 1900, the following Transcript was filed in the office of the Clerk of said Court, towit:-

1861
Transcript

Arthur Ebright.
Vs.
F. M. Gilcrist

Before H. M. Knight, Justice of the Peace, Paris Tp. Union Co. O.
Action on account for work and labor performed,
F. A. Thompson, Atty for Plff — Porter & Porter, Attys for Defts.
Amt claimed $44.30 with interest.
Judgment for $34.00, Nov. 12th, 1900, and costs.

Be it remembered that on the 20th day of October, 1900, the said plaintiff filed his Bill of Particulars herein, whereupon the following Proceedings were had, Said Bill of Particulars being in words and figures following, towit:-

F. M. Gilcrist in account with Arthur Ebright Dr.

To work and labor performed for him from Mar. 13th, 1900, to Sept. 20th, 1900, 176 da. $108.30

Credit by amount paid $64.00

Bal. Due $44.30

The plaintiff being a non-resident of Paris Township was required to give security for costs. The plaintiff deposited with me Five Dollars for that purpose. October 20th, 1900, issued summons, returnable Oct. 27th, 1900, at 9 o'clock A.M. and delivered to Frank Munnell, constable, Oct. 23rd, 1900, writ returned endorsed as follows:- "Received this writ Oct. 22nd, 1900, and I served the same on the 22nd day of Oct, 1900 on the defendant, by leaving a certified copy thereof, and of the indorsements thereon with him personally. Service & ret. .35 mileage .35 copy .25 Total .85 - Frank Munnell, Constable. Oct. 26th, 1900, issued Subpoena for Fred. Plunket, James Bump, and Geo. M. Hilbert, witnesses for defendant, and delivered to Frank Munnell, constable, which was returned indorsed:- Oct. 27th, 1900, I have served the within writ on the within named persons, as follows:- G. M. Hilbert, and Fred. Plunket, by copy, James Bump, not found, Service & ret, 2 persons .50 3 copies .75 mileage .35 Total 1.60

Frank Munnell, Constable.

Oct. 27th, 1900, Defendant filed his answer in substance as follows:-

The defendant by way of counter-claim to the claim sued upon by the Plaintiff in this case says:- 1st That he denies that he is indebted to the Plaintiff in the sum of $44.30 or any other sum whatever, defendant denies further that plaintiff worked any extra time or that he worked 176 days, but that he worked only 159 days. 2nd. That when he employed the plaintiff to work for him, towit, for the period of nine months certain at the rate of $16.00 per month which contract and employment was the only contract entered into between the plaintiff and defendant, and which contract is still in full force and effect, but the plaintiff disregarding his said contract left the service of the defendant, and refused to work any longer for him without any just cause or excuse and without any fault on the part of the defendant and without his consent.

3rd. That the plaintiff in violation of his said contract to work for the defendant, for the period of nine months only worked for the defendant 6 months, and failed to work the balance or part thereof of the said 9 months, towit:- for the period of three months and refused to work

for the defendant as aforesaid and quit said work in the midst of corn cutting to the damage of defendant in the sum of $30.00 for which the defendant asks judgment. Porter & Porter, Attys for defendant.

Oct. 27th, 1900, 9 o'clock A. M. the parties appeared, on motion of the plaintiff and by consent of the parties this cause was continued to the 1st day of November, 1900, at 9 o'clock, A. M. at the cost of the plaintiff. It is therefore on said 1st day of November considered by me that the defendant recover of the Plaintiff the cost of the continuance taxed at $2.45.

November, 1st. 1900, 9 o'clock A. M. the parties appeared, the defendant filed a motion to require the plaintiff to give additional security for costs, which was ordered done. The plaintiff deposited $10.00 as additional security for costs.

The plaintiff filed a motion for continuance, and by consent of parties this cause was continued to the 8th day of November, 1900, at 9 o'clock A.M.

The following named witnesses on behalf of the defendant were present and are entitled to fees, viz, James Bump, Fred Plunket, and F. M. Gilbert, Nov. 1st, 1900, issued Subpoena for Dr. Hunt, Howard Conklin, Will Strawsnider, and John Ebright returnable Nov. 8th, 1900, at 9 o'clock A. M. and delivered to the plaintiff, November 8th, 1900, the plaintiff filed his reply to defendants answer as follows:- The plaintiff comes and for reply to the answer of defendant says, that he denies that he left the service of defendant without cause, but was sick at the time and went home, by consent of the defendant, and remained for several weeks, in a condition in which it was impossible to return to work, for defendant, because of a threatened attack of fever and was warned by the doctor that he must not attempt to work, 2nd, The Plaintiff went to the defendant and notified him that he could not return to work for the reason of his not being physically able to work and the defendant thereupon hired another man to take the place of plaintiff. The plaintiff denies that defendant was damaged in any sum whatever, by his being unable to return to work, and this defendant having to hire another man to take his place. F. A. Thompson. Atty for Plff.

November, 8th, 1900, 9 o'clock a. m. the parties appeared, Trial had. Arthur Ebright, John H. Ebright, H. E. Strawsnider, and Howard Conklin, witnesses for plaintiff and F. M. Gilcrist, James Bump, and Fred Plunket witnesses for defendant were sworn and examined.

After hearing the evidence and arguments of counsel, desiring further time to consider this cause was continued to November, 12th, 1900, for judgment.

November, 12th, 1900, 9 o'clock A. M. after due consideration, I do find that there is due the plaintiff from the defendant the sum of Thirty four and 50/100 Dollars, It is therefore on said 12th day of November considered by me that the plaintiff, Arthur Ebright recover of the defendant, F. M. Gilcrist the said sum of Thirty four and 50/100 Dollars ($34.50) and his costs herein expended taxed at $ ——.

Appeal Bond.

On the 21st day of November, 1900, said F. M. Gilcrist entered into an undertaking to the adverse party as follows:-

Arthur Ebright, Plaintiff

vs.

F. M. Gilcrist - Defendant.

Before N. M. Knight, Justice of the Peace, Paris Township Union County, Ohio,

Whereas on the 12th day of November, A. D. 1900,

the said Arthur Enright obtained judgment against the said F. M. Pilcrist, on the docket of said N. M. Haight, Justice of the Peace, for Thirty-four and 50/100 Dollars, and costs taxed at $ —, and the said F. M. Pilcrist intends to appeal therefrom to the Court of Common Pleas of said County, Now therefore I, S. S. Pilcrist of Union County, Ohio, hereby promise and undertake to the said appellee in the sum of and to the amount of One Hundred Dollars, conditioned as follows:- 1. That the said appellant will prosecute his appeal to effect and without unnecessary delay 2. That if judgment be adjudged against said appellant on the appeal he will satisfy such judgment and costs. S. S. Pilcrist.

Taken, Executed and acknowledged before me, and surety approved this 21st day of November, A.D. 1900. N. M. Haight, Justice of the Peace.

Justice's Fees

		Plff's Costs.	Deft's Costs.
Filing seven necessary papers each	5¢	20	15
Docketing, Judging, Appr. per 100 w.	15¢	45	
Summoning each deft. named in writ	25¢	25	
Sub. 1st person named	35¢	20	35
Each additional person	5¢	10	10
Swearing witness, each,	5¢	20	20
Continuance or adjournment, each	20¢	40	
Entering Bond or undertaking each	40¢		40
Sitting in trial	$1.00	1 00	
Entering judgment	40¢	40	40
Judgment on docket	15¢		15
Appeal Bond, each	40¢ filing 5¢		45
Record per 100 words	15¢	60	
Entering discontinuance or satisfaction	20¢		20
Transcript from Docket per 100 words	15¢		1 92
Certificate to Transcript each	25¢		25
		3 85	4 47

Constable's Fees:-

Service & ret. of summons each person	35¢	35	
Mileage 1st mile 20¢ each additional	.05¢	35	
Copies, each,	25¢	35	
Serving and return of Subpoena 1st person	25¢		25
Each additional	10¢		20
Mileage as above			35
Copies each,	25¢		75
Attending Trial per day	$1.00	1 00	
		1 85	1 55

The State of Ohio, Union County, Paris Township } ss.

I, do hereby certify, that the within and foregoing is a full and true Transcript from my Docket of the proceedings had by and before me at my office in said Township in the above entitled case, and of the costs therein as recorded on Docket No. F. Page 177.

Witness my hand this 27th day of November, 1900,

N. M. Haight, Justice of the Peace.

7861
Petition

Jan. 15th, 1901, the following petition filed:-

Arthur Ebright

Vs.

F. M. Gilcrist

Court Common Pleas. Union County, Ohio.

Plaintiff allegrs, that on or about the 10th day of March, 1900, he entered into a contract with defendant to work on defendants Farm for a period of nine (9) months providing they could agree that long, and as a compensation for said work or labor the plaintiff was to receive Sixteen ($16.00) Dollars per month. Second:- The said plaintiff began working for said defendant, under said contract on the 13th day of March, 1900, and worked, one Hundred and Sixty (160) days or six months and four days. And the plaintiff after working the time above stated and about Sept. 14th, 1900 was compelled to leave the services of defendant on account of being unable to work because of his being sick, and was at the time taking medicine prescribed by the doctor and by the consent of defendant the plaintiff went home until he could recover from his sickness and about the 28th day of September, 1900, plaintiff informed defendant that he (plaintiff) was threatned with fever, and that his doctor warned him not to labor or do any work until he fully recovered, and defendant consented to hire another man to labor in the place of plaintiff and did hire a man by the month and at less per month than plaintiff was getting for his work.

Third:- There was due the plaintiff from the defendant at the time he was compelled to stop working, the sum of $34.50 and which defendant refused to pay, and that there is now due plaintiff $34.50 and interest from Sept. 14th, 1900. Therefor plaintiff prays judgment for the sum of $34.50 with interest from Sept. 14th, 1900, and costs of suit.

F. A. Thompson. Atty for Plff.

State of Ohio } ss.
Union County }

I, F. A. Thompson do solemnly that I am the Attorney of the Plaintiff in the above entitled case, that the plaintiff is not a resident of Union County, and I believe the facts stated in the foregoing petition to be true.

F. A. Thompson.

Sworn to before me and subscribed in my presence this 15th day of January, A.D. 1901. (Seal) Robert McCrory, Notary Public, Union Co. O.

7861
Motion

7861
Motion

7861
Answer

April, 6th, 1901, the following Answer filed:-

Arthur Ebright

Vs.

F. M. Gilcrist

Court Common Pleas. Union County, Ohio.

The defendant answers to the petition of plaintiff and admits that about March, 10th, 1900, he entered into a contract with said plaintiff in which plaintiff was to work for said defendant for the period of nine months certain and for the sum of sixteen ($16) Dollars per month, and commenced said work on the 13th day of said month as alleged by plaintiff, and defendant denies each and every allegation of said petition not herein admitted to be true.

II. Second ground of defense; Defendant further says that the plaintiff did not perform his said contract, and did not work for defendant for the period of nine months, as he had agreed, and bound himself to do; but after

working for defendant six months of said time and no longer, left the service of defendant without any just or reasonable cause, or excuse therefor, and without the agreement of defendant, and against his wish and consent, and refused to work any longer for defendant, and did not work any longer for him, and plaintiff at no time offered to perform his said contract and work the remaining three months, for defendant, as plaintiff was bound by his said contract to do and perform, and refused to work any portion of said three months under his said contract. The defendant therefore asks to be dismissed with his costs in this behalf expended.

Porter & Porter, Attys for Defendant.

The defendant, F. M. Gilcrist being sworn makes oath, that the facts stated in the foregoing answer are true as he believes.

F. M Gilcrist.

Sworn to by F. M. Gilcrist before me and signed by him this 6th day of April, 1901.

Seal. C. Chas Funhorwood, Clerk.

7861 Motion — April 15th, 1901. The following Motion filed:-

Arthur Ebright

Vs.

F. M. Gilcrist

Court Common Pleas Union County, Ohio.

The plaintiff comes and moves the Court to cause judgment to be entered up in his favor in the above case, similar to that entered by the Justice of the Peace and for all costs that have accrued in this Court and award execution therefor, or dismiss the appeal at the costs of the appellant, and remand the cause to the Justice of the Peace, to be thereafter proceeded on as if no appeal had been taken, for the following reasons, towit:- First, the defendant, F. M. Gilcrist failed to deliver the Transcript to the Clerk of said Common Pleas Court, and to have the same filed and docketed on or before the thirtieth (30th) day from the rendition of the Justice and which is appealed from, and which is not in requirement of the Statute.

F. A. Thompson, Atty for Plff.

7861 Motion — April, 17th, 1901. The following motion filed:-

Arthur Ebright.

Vs.

F. M. Gilcrist

Court Common Pleas Union County, Ohio.

The defendant moves the Court to set aside the judgment and decision rendered in this case, and grant a new trial and rehearing to defendant, in this cause, because the Court erred in rendering such judgment and dismissing the appeal of defendant for the reason that the plaintiff to the merits of said case and filing his petition thereon the 15th day of January, 1901, waived his right to have the appeal dismissed because the transcript on the appeal was not filed in this Court within 30 days from the date of the judgment of said Justice of the Peace. And plaintiff by so doing submitted himself to the jurisdiction of this Court. Defendant therefore asks that said judgment be set aside and the defendant granted a rehearing and new trial of said cause, and that said cause be set down for trial on the merits.

Porter & Porter.

Attys for defendant.

7861
Entry

April 17th 1901. the following Entry filed:-
Arthur Ebright
Vs
F. M. Eldredge

Court Common Pleas. Union County. Ohio.

This day this cause came on to be heard upon the motion of plaintiff to dismiss this cause, and the appeal of the same to this Court for the reasons that:- said transcript of the appeal was not filed by the defendant within thirty days from the date of the judgment, and was argued by counsel, And the Court being fully advised in the premises find that said transcript was not filed within thirty days from the date of the Judgment and further find that the plaintiff duly filed his petition in said cause on the 15th day of Jan. 1901, making the issue on the merits of said cause, and the Court find that the defendant filed his answer to said petition taking issue upon the facts in said petition stated, which answer was filed in said cause on the 6th day of April, 1901 And that said cause was set down for trial at this term of Court, towit:- on the 24th day of April, 1901. And thereupon the Court sustained said motion of plaintiff and dismissed said appeal on the ground that said Transcript was not filed, within said thirty days. And judgment is rendered against defendant for the costs of this proceeding; to which ruling and judgment of the Court the defendant then and there excepted. And thereupon the defendant moved the Court to open up said judgment and decision and grant the defendant a rehearing upon the same, and to set said cause down for trial upon the merits, which motion of the defendant, the Court overruled, to which said ruling of the Court, the defendant then and there excepted, and said cause is remanded back to said Justice for execution,

Attest:
Chas Cruchorwood,
Clerk.

Petition
7993

7993
Answer

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 Hon. Duncan Dow, Judge of said Court of the term of September, A.D. 1901,

Be it remembered that heretofore, towit, on the 8th day of October, A.D. 1901, Christ Schneiderer filed in the office of the Clerk of said Court the following petition against William Diehl et.al, towit:-

Petition 7993

Christ Schneiderer — Plaintiff.

Vs.

Court Common Pleas. Union County, Ohio,

William Diehl & Chas. Diehl — Defendants,

The defendants on the 22nd day of Jan. A.D. 1901, executed and delivered to Christ Schneiderer, the plaintiff one 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,

#182 75/100 Exhibit "A". January 22nd, 1901,

Six months after date for value received we promise to pay to the order of Christ Schneiderer One Hundred and Eighty-two and 75/100 Dollars, with interest at 8 per cent. per annum after due till paid, at Milford Center Bank, and we hereby authorize any Attorney-at-law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess 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. (4¢ U.S. Revenue duly cancelled)

William Diehl -(Seal)

Chas. Diehl -(Seal)

Said note is unpaid, and there is now due the Plaintiff on said note the sum of One Hundred & Eighty-two Dollars and 75 cents, with interest at the rate of 8 per cent per annum, from the 22nd day of July, A.D. 1901, Therefor plaintiff pray judgment against said defendants for the sum of One Hundred and Eighty-two Dollars and 75 cents, with interest thereon from the 22nd day of July A.D. 1901, at the rate of 8 per cent. per annum till paid, and for costs of suit.

H. H. Merchant, Atty for Plaintiff

The State of Ohio, } Union County ss. }

H. H. Merchant, being sworn says that he is the Atty of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

H. H. Merchant.

Sworn to by said H. H. Merchant, before me and by him signed in my presence, this 8th day of October, A.D. 1901,

(Seal) Chas. Funhorwood, Clerk

7993 Answer

Christ Schneiderer,

Vs.

William Diehl & Chas. Diehl,

Court 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 defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of the said plaintiff against said defendants on said note for the sum of One Hundred and Eighty-two Dollars and 75 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.

James E. Robinson, Atty for Defts.

7072

7993
Entry

Christ Schneider
vs.
William Diehl & Chas. Diehl

Court Common Pleas. Union County, Ohio.
(Filed, Oct. 8th, 1901)

This day came the Plaintiff by his attorney also appeared in open Court, for and on behalf of said defendants, James E. Robinson, an Attorney at law, of this Court, and by virtue of a Warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waiving the issuing and service of process in this action, and confessed a judgment on said note against said defendants and in favor of said Plaintiff for One Hundred and Eighty-five Dollars and ninety-two cents, being the amount of 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 & Eighty-five Dollars and 92 cents, being the amount of said note with interest computed at 8 per cent per annum from the 22nd day of July, A.D. 1901, and also his costs herein expended taxed to $—, and Execution is awarded.

Attest:— Chas. Buhorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before Hon. Duncan Dow, Judge of said Court of the September Term, A. D. 1901.

Be it remembered that heretofore, to-wit, March, 4th, 1896, Fleetwood Courtright filed with the Clerk of said Court, the following petition, to-wit:-

Fleetwood Courtright

7072 Vs. Court Common Pleas, Union County, Ohio,

L. J. Taylor & others,

The said plaintiff says that on the 22nd day of February, 1888, the defendant, L. J. Taylor, executed and delivered to Plaintiff his two promissory notes for the sum of $564, in one note and $500, in the other with 8 per cent interest per annum thereon, and on the 10th of Oct, 1892, Plaintiff brought an action in this Court on said two notes against said maker thereof for judgment therefor, and on the 13th day of January, 1896, the plaintiff obtained a judgment against said L. J. Taylor in said action for the sum of nineteen hundred dollars and costs of suit taxed to $—, with interest on said judgment at 6% on $736 and at 8% on $1164 which judgment is unpaid, unreversed and in full force. That on said 22nd day of Feb. 1888, said L. J. Taylor and F. M. Taylor, executed to plaintiff their two joint and several promissory notes, one for One Thousand Dollars, and the other for Twelve Hundred Dollars, both on 8% interest, on which notes Plaintiff brought suit in this Court on the 10th of Oct. 1892, and on which he obtained judgment in this Court Feb. 7th, 1893, against said L. J. Taylor and F. M. Taylor, for the sum of Three Thousand and Fifty-Eight Dollars and $— costs, which judgment is unpaid, unreversed and in full force, That said L. J. Taylor was the principal on said last mentioned judgment and F. M. Taylor was his surety, That at the time said notes were given the said L. J. Taylor was the owner of the lands hereinafter described, to-wit:- First, a tract of 81½ acres in Survey No. 9921, in Union County, Ohio, conveyed by Cyrus Moore to him by deed dated, March, 2nd, 1883, and recorded in Vol. 55 page 603 of the Records of deeds of said County, to which reference is made for fuller description by metes and bounds.

Second:- A tract of 81½ acres in Survey No. 9898 in said County conveyed by Nancy Eaken to said L. J. Taylor by deed dated April 1st, 1882 and recorded in Vol 52, page 398 of said Record of deeds, to which deed reference is here made for a more full description of said tract of land by metes & bounds.

Third:- A lot in the Village of Richwood, of said County being lot No. 9 of said Village conveyed by James Clare and wife to said L. J. Taylor, by the name of Shirellyn Taylor as appears by said deed dated Oct. 24th, 1884, and recorded in Vol. 54 page 638, to which deed reference is made for full description, but excepting the part thereof conveyed by said L. J. Taylor and wife to Mary E. Featherby by deed dated, Oct. 18th, 1887 and recorded in Vol. 60 page 320, of said Records, to which reference is made for a fuller description thereof.

Fourth:- A tract of 42 acres of land which was conveyed by Cyrus Moore and Mary E. Featherby to Martha E. Taylor by deed recorded in Vol. 60 page 49, but whether the said L. J. Taylor, her husband, was interested

therein, plaintiff doth not know, and is unable to state, except upon his belief, avers that said L. J. Taylor has a valuable interest therein, The Plaintiff says that without any valuable consideration & for the purpose of defrauding the plaintiff the said L. J. Taylor and his wife, Martha E. Taylor on the 8th day of May, 1889 conveyed said tracts first and second above described to Oliver Hapgood, recorded in Vol. 66 page 23 of said records, and on the first of June, 1889, for the same purpose and without any valuable consideration said Oliver Hapgood, and his wife Nettie J. Hapgood conveyed said two tracts of land, containing 163 acres to the said Martha E. Taylor, all of which facts were unknown to plaintiff until a short time prior and less than six months prior to the time he brought said action in this Court, on said notes, and less than four years ago; and by making said conveyance nothing remained whereby said L. J. Taylor could pay plaintiff the notes given to him as aforesaid, That on the 12th day of March, 1892, said Martha E. Taylor and L. J. Taylor without consideration and for the purpose of preventing plaintiff from collecting his said promissory notes gave to A. M. Taylor a mortgage on said 163 acres & recorded in Vol. 31 page 271 of the record of mortgages of said County for the pretended sum of $3000.

That since said deed and mortgage were executed, towit, about the – day of August, 1895, said Martha E. Taylor died intestate in said County and her said husband L. J. Taylor, is the administrator of her estate duly appointed by the Probate Court of the said County of Union, and she left the following children her only legal heirs to whom all of said lands descended subject to the rights therein of the Plaintiff, towit, Carrie E. Taylor, and Emery B. Taylor, and Arthur A. Taylor, all residents of Union County Ohio minors, but plaintiff is unable to state their ages, The said L. J. Taylor and his said three children including said 42 acres described fourth above hold said lands, subject to the right of the plaintiff to have the same sold and proceeds thereof applied in payment of plaintiffs said judgment.

There is an uncancelled mortgage on record Vol. 18 page 610 of the Record of Mortgages, of said County purporting to be given by said Taylor to Cyrus Moore on the first tract aforesaid described but which plaintiff believes and avers has been long since paid and should be cancelled,

That said pretended mortgage to said A. M. Taylor should be cancelled,

That there is an uncancelled mortgage on said 42 acres being the fourth tract above described given by said L. J. Taylor & Martha E. Taylor to Cyrus Moore & Mary E. Featherby Vol. 32 page 613. which plaintiff is informed and avers has been paid and the same should be cancelled, That at the time said actions were commenced, as aforesaid on said notes, a writ of attachment was allowed and issued against the said L. J. Taylor, and a large amount of the personal property of the said L. J. Taylor of the value as appraised of the sum of Thirty-five hundred and Sixty-two 62/100 Dollars, and said L. J. Taylor and Martha E. Taylor, on the 11th day of Oct. 1892, executed their redelivery undertaking to said Fleetwood Courtright in the sum of $3562/100 conditioned that said property so seized in attachment shall be forthcoming to answer the judgment of the Court in said action or in default thereof that they will pay said Fleetwood Courtright the said sum of $3562.10 the appraised value of the goods and chattels, That a part of said goods were consumed by said obligors

and a part thereof remained at the death of said Martha E. Taylor, but how much plaintiff doth not know, and cannot aver, that the said cause as to the Attachment is still pending in this Court for adjustment by this Court, That the balance of said goods and chattels sized in Attachment not consumed as aforsaid was claimed by said Martha E. Taylor, prior to her death and was by her said Administrator approved and returned in his inventory as a part of her estate, but the same in fact is liable to be applied in payment of plaintiff's said claims, That a writ of Execution issued by the Clerk of this Court, to the Sheriff of said County upon said $1900 judgment on the 15th day of December, 1895, and by virtue thereof said Sheriff levied on the following goods and chattels as the property of said L. J. Taylor, but which he protested was not his property, viz: 100 lambs, 300 sheep, ewes and wrathers, 4 work horses, 3 colts, 3 years old, one colt sucking, 5 cows, 10 head cattle, heifers and steers, 4 calves, all left by the Sheriff in the possession of L. J. Taylor, It is uncertain how much may be made out of said property and real estate, to apply on the said Judgments of the plaintiff, but he avers that not sufficient can be obtained from all the sources hereinbefore named, to satisfy said Judgments of the plaintiff and therefore plaintiff says that justice and equity require that a Receiver be appointed by the Court to take possession of said property and real estate and under the order of the Court rent and dispose of the same in order that the proceeds thereof may be distributed according to law and equity. The Plaintiff prays that said F. M. Taylor, said L. J. Taylor in his own right and as Administrator of the estate of Martha E. Taylor, decd, and said A. M. Taylor, and said Cyrus Moore, and said Mary E. Heatherby, Carrie E. Taylor, Arthur A. Taylor, and Emery B. Taylor, all be made defendants herein and that on final hearing said 163 acres of land be held liable to the payment of said judgments, and that L. J. Taylor, and said minor children as against said judgments hold the legal title in trust for plaintiff. That said mortgage be ordered cancelled, that said estate of Martha E. Taylor, be held liable for the property attached and for the redelivery of which she undertook and bound herself and her estate, and that the several liens on said property, and real estate be marshalled, and on final hearing the same be sold and the proceeds applied in the payment of said claims according to equity. And that in the meantime a Receiver be appointed by the Court with authority to possess, rent, sell under the order of the Court any or all of said property, and premises as may be just and proper and that such further relief be granted as may be equitable. That in order to preserve said personal property from being disposed of by said L. J. Taylor, until the application for a Receiver can be heard, an injunction may be granted against said L. J. Taylor restraining him from selling or otherwise disposing of or removing said personal property until further order of the Court.

Robinson & Woodbury, Attys for Plaintiff.

The State of Ohio, Union County ss.

J. M. Robinson, being duly sworn deposes and says the allegations of the foregoing petition are as he believes true, that he is Attorney for the plaintiff who is a non-resident of said County.

J. M. Robinson,

Sworn to before me and signed in my presence this 4th day of March, 1896. (Seal) J. St. Gosnell, Clerk

7072
Precipe

Fleetwood Courtright
vs.
S. J. Taylor et. al,

Court Common Pleas, Union County, Ohio.
Filed Mar. 4th, 1896.

To the Clerk:- Issue summons for S. J. Taylor, F. M. Taylor A. M. Taylor, Carrie E. Taylor, Arthur A. Taylor, Emery B. Taylor, Cyrus Moore, and Mary E. Featherby, also for S. J. Taylor as Administrator of the estate of Martha E. Taylor, dec'd as defendants in the foregoing case and endorse petition for equitable relief and for marshalling liens and for appointment of a Receiver,

Robinson & Woodburn, Attys for Plff.

7072
Notice

Fleetwood Courtright
vs.
S. J. Taylor et. al,

Court Common Pleas, Union County, Ohio.
Filed Mar. 4th, 1896.

Application will be made in this cause to the Court of Common Pleas of said County at the Court House on the first day of the next Terms thereof for the appointment of a Receiver in this cause.

Robinson & Woodburn, Attys for Plff.

7072
Summons

Fleetwood Courtright
vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.

(On March 4th, 1896 Summons was issued to Sheriff of Union County; but summons has been lost, but by reference to Appearance Docket, summons was returned and filed March, 16th, 1896 endorsed as follows, towit:- The State of Ohio, Union County ss.

Sheriff's Return.

Received this writ, March 7th, A.D, 1896 at 3 o'clock P.M. and served same by handing a true copy of this writ with the endorsements thereon to S. J. Taylor, (personally) F. M. Taylor and Emery B. Taylor, personally, to A. M. Taylor, Carrie E. Taylor, Arthur A. Taylor, and Mary E. Featherby by leaving a copy at their usual place of residence on the 13th day of March, 1896. Cyrus Moore not found,— Sheriff's Fees— service & return $1.45 mileage $4.80 copy $1.35 Total $7.80 — H. G. Snodgrass, Sheriff.

7072
Motion

Fleetwood Courtright
vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
Filed, Apr. 13th, 1896.

The defendants, the minor children of M. E. Taylor, move the Court for an order striking from the petition all that part relating to the execution of a delivery bond in Attachment and beginning with the words, "that at the time said actions were commenced" and continuing on down to and including the words "for adjudication by this Court," also to strike from the petition the words beginning with "that the balance of said goods" down to and including the words "plaintiffs said claims",

For grounds of this motion the said minors by their guardian ad litem say:-

That all said matters relating to said attachment are still pending in another action in this Court, and the relief if any should be obtained in said action.

J. S. Cameron, Guardian ad litem
for Infant Defendants.

7072
Entry

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Answer

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Answer of
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Entry

Fleetwood Courtright
Vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
Filed May 26th, 1896.

This day on motion of plaintiff to appoint a guardian ad litem for the infant defendants, Carrie E. Taylor, Arthur A. Taylor, and Emery B. Taylor; thereupon the Court appoint J. S. Cameron, their guardian ad litem, who accepted said appointment to file pleading for them by the 20th day of April, 1896.

7072
Answer

Fleetwood Courtright
Vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
Filed May, 26th, 1896.

Now comes Carrie E. Taylor, Arthur A. Taylor and Emery B. Taylor, minor children of Martha E. Taylor, by J. S. Cameron, their guardian ad litem and for answer to the plaintiffs petition say that they deny each and every allegation and averment in the petition contained, Being infant defendants they ask the protection of the Court. Thereupon the said defendants pray the protection of the Court, and that the prayer of the petition so far as it effects their interest and property be dismissed and they go hence and recover their costs.

J. S. Cameron, Guardian ad litem for said
Infant Defendants,

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Entry

Fleetwood Courtright
Vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio,
Filed, Apr. 26th, 1901

Leave is given to the defendant, Carrie E. Katter, to file answer instanter and same is filed, to which plaintiff excepts.

7072
Answer of
Carrie E. Katter

Fleetwood Courtright
Vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio;
Filed, April, 26th, 1901.

Now comes Carrie E. Katter, and by leave of the Court files this her separate answer to the petition of the plaintiff and says:-
That at the time this action was commenced she was a minor, but now she has arrived at the age of majority and therefor makes answer separately from the other children of said Martha E. Taylor. This defendant admits the execution of the notes and the rendition of the judgments mentioned in the petition, she also admits that about the date named in the petition said S. J. Taylor, conveyed the two 8½ acre tracts of land to Hapgood, and that he conveyed them to said Martha E. Taylor, the mother of this defendant, but this defendant denies that the said lands were conveyed to her mother without consideration, as averred in the petition. This defendant also admits that her mother was the owner of the 43 acre tract mentioned but says that she owned the same long before the execution of the note mentioned in the petition and this defendant denies that her father has any interest in said 43 acre tract, except as the surviving husband of said Martha E Taylor, and denies that said 43 acre tract or any part thereof is liable to the claim of the plaintiff. This defendant admits that there are uncancelled mortgages on said lands as averred in the petition, but denies that all of them have been paid

as in the petition averred, This defendant also admits that the said Martha E. Taylor died intestate leaving this defendant and her two brothers her only heirs and legal representatives, This defendant denies all the other allegations in the petition,
For further answer this defendant says that her mother was the daughter of Harvey Moore and Magdalene Moore and that through both of them she inherited a large amount of property, This defendant says that her father and mother were married in the year 1880 at which time her mother was the owner of considerable estate both real and personal, and She afterwards inherited both real and personal property from her mother, the said Magdalene Moore; The real property which her mother inherited from said Magdalene Moore was sold and the proceeds went into the purchase of the 81½ acre tracts mentioned in the petition and her mother also contributed of her personal estate in the purchase of said last mentioned lands, This defendant further says that notwithstanding her mother contributed largely to the purchase of said lands, the title was taken in the name of her father, the said S. J. Taylor, The said S. J. Taylor also received the rents and profits of her mothers land, inherited from said Harvey Moore from the time of her marriage aforesaid until the date of the Hapgood deed.
This defendant says that a mortgage on one of said 81½ acre tracts had been given by Cyrus Moore to one Magdalene Hodgdon for the sum of about $1500.00, That the mortgage mentioned in the petition as having been given by said S. J. Taylor, to Cyrus Moore was to secure the sum of $2500⁰⁰ being two notes of $750⁰⁰ each and one note of $1000⁰⁰ and the two notes of $750⁰⁰ each were assigned and transferred by said Cyrus Moore to Mary J. Hill, and an assignment of the mortgage made to her as appears of record, Whether these notes have been paid or not this defendant is unable to state, but says that the said Mary J. Hill, if living and if not living then her proper representative should be made party hereto in order to determine her rights, The $1000⁰⁰ note was deposited by said Cyrus Moore with the guardian of said Magdalene Hodgdon, who still holds the same, and the guardian of said Magdalene Hodgdon is a necessary party hereto in order to determine the rights of said ward, The said Magdalene Hodgdon is insane and now confined in the Columbus State Hospital for the Insane,
This defendant was a minor child of tender years at the time said lands were conveyed by said Hapgood to her mother and she makes the statements of the transaction upon her information and belief and says, that there was good and valuable consideration passing from her mother for said lands, That the lands were conveyed to said Hapgood for the purpose of being conveyed to her mother, the consideration passing from her mother to her father, the said S. J. Taylor, This defendant says that as part of the consideration passing from her mother to her father for said lands, she gave up to him notes and securities which she held against him amounting with interest to about $3000⁰⁰, That her mother also assumed and agreed to pay the mortgage due to said Magdalene Hodgdon, amounting to about $1500⁰⁰, the exact amount this defendant is unable to state more fully, The said S. J. Taylor, was also indebted to her mother for the use of her lands from the time of said marriage until the date of the Hapgood deed, in being another 81½ acre tract in Jackson Township this County, and which this defendants mother inherited from said Harvey Moore, the value of the use of which from the year 1880, the time of her

7072
Reply

mothers marriage, to the date of the Hapgood deed would be about $1750.00. This defendant further says, that her mother was frugal and industrious and largely contributed to the purchase of said lands so conveyed to her by said Hapgood, and so far as she was concerned the conveyance was in good faith, and in consideration of the conveyance she released and gave up to her husband all claims against him, and taking the said lands at their true value, the consideration was reasonable and no fraud was intended or contemplated on her part.

This defendant further says that after she had received the conveyance for said lands her mother mortgaged the same to Adrian Taylor, to secure the sum of $1000.00 which was received by said S. J. Taylor, that the said mortgage purported to secure other notes which were for some reason not issued, but the mortgage was a good and valid mortgage for the sum of $1000.00, and that afterwards the grand father of this defendant in order to help this defendants mother and her children, paid said sum of $1000.00 to said Adrian Taylor, but no part of said sum was paid by this defendants father, and the payment was made solely for the benefit of this defendants mother and her children and to release her said lands from said mortgage indebtedness. Said mortgage was executed and the said money received by said S. J. Taylor prior to the time of filing the petition in this case. This defendant having thus fully answered asks the Court that the petition of the plaintiff be dismissed and that she and her brothers may be left in the undisturbed possession of their said lands, and this defendant further prays the Court that if the Court should be of the opinion that the consideration paid by her mother for said lands was insufficient, then that the rights of this defendant and her brothers in said lands may by the Court be determined, and their lien on said lands may be protected to the amount of the consideration actually paid, considering all the securities surrendered mortgages assumed, money invested, and mortgages paid, and that the Court will make such order in the premises, protecting the rights of this defendant as the nature of the case and good conscience may require.

Cameron & Cameron, Attys for Carrie E. Katier,

The State of Ohio, Union County ss.

Carrie E. Katier, being first duly sworn, says she believes, the allegations made in her foregoing answer to be true,

Mrs. Carrie Katier

Sworn to before me and signed in my presence this 30th day of March, 1901,

M. M. Mather, Justice of the Peace.

7072. Reply

Fleetwood Courtright
vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio,
Filed, Apr. 26th, 1901,

The said plaintiff for reply to the answer of Carrie E. Katier says, that he admits that said Martha E. Taylor, was the mother of the defendant, Katier and her brothers, who are co-defendants herein, and that she was the daughter of Harvey Moore and Magdalene Moore, both deceased and that she married S. J. Taylor, defendant as stated, And he further admits that said Harvey Moore, by his last will devised to said Martha E. Taylor, an undivided one third part of 240 acres of land in said Jackson Township including the 163 acres conveyed to said Hapgood as stated in plaintiffs petition, but denies that said Martha E. Taylor

obtained any other property, real or personal by devise or otherwise from said Harvey Moore, who died about 1867. And plaintiff further says that said 240 acres was subject to a life estate to Magdalene Moore, widow of said Harvey Moore, and that after the death of said Magdalene Moore, to-wit, July 31st. 1879, the said Martha E. Taylor, and her co-tenants Cyrus Moore, and Nancy Eakin, made an amicable partition of said 240 acres and the said Martha E. Taylor then became the owner in severalty of 81½ acres of said 240 acres and released and quit claimed to her said co-tenants all her interest in the 163 acres conveyed to said Hapgood and since then she owned in fee said 81½ acres to the time of her death and the same is now the property of her heirs, but that she has had no interest legal or equitable in said 163 acres since said partition, and said 163 acres was conveyed in 1882 or 1883 to said S. J. Taylor, by said Cyrus Moore and Stancy Eakin, and plaintiff denies that said Martha E. Taylor contributed any portion of the purchase money therefor. The plaintiff admits that said Magdalene Moore, widow, died about 1877 or 1878, leaving an estate worth about from $2000, to $3000, but says that the same was amicably divided among her seven children including, Martha E. Taylor, and denies that said Martha E. Taylor received from her mothers estate more than $500, and says that the money so received from her mothers estate was converted by said S. J. Taylor to his own use by the consent of his said wife, and plaintiff further denies that Martha E. Taylor was at any time the owner of property except as above stated, and as further explained herein, to-wit, Plaintiff says that on the 17th day of April, 1886, the said S. J. Taylor, purchased of Cyrus Moore and Mary E. Matherby, 42 acres described in Plaintiff's petition and caused the deed to be made to said Martha E. Taylor, and the same continued to be her property to the time of her death, and is still owned by her heirs, and that all the purchase money contributed by said Martha E. Taylor, to the purchase of said 42 acres was the proceeds of her share of her mother's estate and that all said Martha E. Taylor's equities, claims and securities against said S. J. Taylor were then and there merged and satisfied and settled, and says that the balance of the said purchase money in all $4300, was contributed by said S. J. Taylor, and denies that said Martha E. Taylor contributed any larger proportion thereof. Plaintiff further says that afterwards about April or May, 1887 said S. J. Taylor, assigned and transferred to said Martha E. Taylor, without consideration except any claim she may have had against him all of his personal property and chattels consisting of horses and cattle, sheep, hogs, farming implements and other property of the value of $2500, and that said Martha E. Taylor paid nothing for said property, and that the same should cancel all claims and equities she then had against said S. J. Taylor. Plaintiff denies each and every allegation not herein admitted, and denies she paid any securities moneys or claims in consideration of said deed for the 163 acres from Hapgood, and plaintiff further says that if said Martha E. Taylor, paid S. J. Taylor $1000 in 1893 as stated in the answer of said Katies, and gave a mortgage on said land to secure payment, she did so with full knowledge of all of the facts stated in these pleadings in this case, and the same cannot be an equity against the plaintiff's claim. Therfore plaintiff prays as in his petition for judgment and decree and all proper relief. — Robinson & Woodburn, Attys for Plff.

7072
Entry

7072.
Supplemental Petition

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 in this action, that said plaintiff is a non-resident of said County, and absent therefrom, and that affiant is authorized to make this affidavit and that the facts herein stated are within his personal knowledge, and that the statements herein made are true as he believes,

A. B. Robinson,

Sworn to before me and subscribed in my presence this 26th day of April, 1901,

(Seal) Chas. Timberwood, Clerk

7072 Entry

Fleetwood Courtright

vs.

S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio,

Filed, April 26th, 1901.

This day by leave of Court the plaintiff filed his supplemental petition making Mary J. Hill and S. J. Taylor as Guardian of Magdalene Hodgdon defendants herein and the said S. J. Taylor as Guardian of Magdalene Hodgdon was ordered by the Court to enter his appearance herein,

Robinson & Woodburn, Attys for Plff.

7072 Supplemental Petition

Fleetwood Courtright

vs.

S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.

Filed April, 26th, 1901,

The plaintiff says that since bringing this action, he has been informed and therefore avers that the said defendant S. J. Taylor, is the Guardian of one Magdalene Hodgdon, duly appointed by the Probate Court of said County, and that said S. J. Taylor as said Guardian claims to hold a mortgage lien upon part of the land described in plaintiffs petition.

Second:- And plaintiff further says that since the beginning of this action he has ascertained that said S. J. Taylor, in March, 1883, executed a mortgage to Cyrus Moore for $2600. upon part of the 163 acres conveyed to said Hapgood and gave his three notes therefor, two for $750, each payable in one and two years from said March 1883, which were transferred and assigned of record to one Mary J. Hill, and that said mortgage is not cancelled, and should be cancelled, That said Taylor secured one other note of $1000, by said mortgage given to said Moore payable in three years, which plaintiff believes and therefore avers is paid and he does not know where it is. Therefor plaintiff asks that said Mary J. Hill be required to set up any claim she may have against said land or be forever barred from asserting any claim against said land, and that Cyrus Moore, be required to set up any claim he may have against said land or be forever barred, and that said mortgage be cancelled.

And that said S. J. Taylor as guardian of Magdalene Hodgdon be required to set up any claim he may have as said Guardian against said land or be forever barred therefrom, and that the mortgage above named be cancelled, and that the mortgage given by Cyrus Moore to said Magdalene Hodgdon dated 1877 and recorded in Book – Page – of the Record of Mortgages of said County be cancelled if the same has been paid as plaintiff avers has been done, and for all proper relief.

Robinson & Woodburn

Attys for Plff.

The State of Ohio, Union County ss.

Aaron B. Robinson, being first duly sworn says he is one of the Attorneys of said plaintiff, that said plaintiff is a non-resident of said Union County, and about thereof, and that the statements made in this petition are within the personal knowledge of affiant, and that the statements are true as he believes.

A. B. Robinson.

Sworn to before me by A.B. Robinson and subscribed by him in my presence this 26th day of April, 1901.

(Seal) Chas. C. Linhorwood, Clerk.

7072 Answer of Mary J. Hill

Fleetwood Courtright,

Vs.

L. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.

Filed, April 30th, 1901.

Mary J. Hill, who is made party defendant in this case by order of the Court hereby enters her appearance in this case and waives the issuing and service of summons, and by way of answer to plaintiff's petition says the two notes of $750, each given by L. J. Taylor to Cyrus Moore and by him assigned to her, secured by mortgage upon land of said Taylor's as described in plaintiff's petition herein have been paid and that so far as said notes are concerned the conditions of said mortgage have been complied with and she consents to the cancellation of said mortgage, and says she has no interest whatever in said land and asks to be protected from any cost herein,

Mary J. Hill,

The State of Ohio, Union County ss.

Mary J. Hill, being first duly sworn says the statements in the foregoing answer are true as she believes.

Mary J. Hill.

Sworn to before me and subscribed in my presence this 29th day of April, 1901.

(Seal) John W. Crawford, Notary Public.

7072 Entry

Fleetwood Courtright

Vs.

L. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.

Filed, July, 1st, 1901.

This day the parties to this case came and agreed to a continuance to the next term of this Court, and thereupon Adrian M. Taylor and Carrie E. Katier, executed to Simeon Burnham as the Sheriff of Union County, Ohio, a redelivery bond for the property levied upon by said Sheriff, now in the possession of said L. J. Taylor, with Adrian M. Taylor, and Carrie E. Katier as sureties on said bond, including all property on the writ dated April 29th, 1901, and also the one dated June, 26th, 1901, levied upon by said Sheriff, the said property to be held by said Adrian M. Taylor and Carrie E. Katier until final disposition of this case, by the Court and to obey the order of the Court relating thereto and as to the growing crops levied upon by said Sheriff it is agreed by said parties that said Adrian M. Taylor and Carrie E. Katier shall continue in control of the same and to cultivate and harvest the same as may become necessary, and that he shall keep an account of his expenses in so cultivating and harvesting said crops and that he shall be allowed said expense account out of the proceeds of said crops if at the final hearing of this case the Court shall hold that the said growing crops shall be applied in payment of the judgments described in plaintiff's petition.

7072 Amended Answer

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7072 Reply

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7072 Answer of Guardian

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7072
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Fleetwood Courtright
Vs.
S. J. Taylor et. al.

Court Common Pleas. Union County, Ohio.
Filed, Sept. 23rd, 1901,

Now comes the said Carrie E. Katir, defendant and by leave of the Court makes and files this her amendment to her answer and says, that in addition to the other considerations paid by her mother, to her father for the deed mentioned in the petition, her mother paid to Oliver Hapgood the sum of $350, direct consideration, As the said Hapgood having received the deed from said S. J. Taylor refused to execute a deed to this defendants mother until she paid him $350, and she paid the same, And as a further consideration this defendants mother assumed and agreed to pay one Igora Rodgers a note executed by said S. J. Taylor as principal and said Martha E. Taylor as surety, calling for the sum of $400, and dated about one year before the execution of said deed, Pursuant to said agreement the said Martha E. Taylor in her life time paid a part of said note and the balance was paid out of her estate after her death,
This amendment to be inserted immediately before the prayer of the answer,

Cameron & Cameron, Attys for Carrie E. Katir,

7072
Reply

Fleetwood Courtright
Vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
Filed Sept. 23 rd, 1901,

The plaintiff in reply to the answer of S. J. Taylor as Guardian of Magdalene Hogdon, denies that said Martha E. Taylor, assumed the payment of said mortgage as part consideration for said land or for any other purpose, and denies that she paid any portion thereof and asks that credit be given thereon for all payments made thereon by said Guardian and all others, and for all proper relief,

Robinson & Woodburn, Attys for Plff,

7072
Answer of
Guardian

Fleetwood Courtright
Vs.
S. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
Filed Sept. 23 rd, 1901,

Now comes S. J. Taylor, as Guardian of Magdalene Hogdon, and for his answer as such Guardian says, that he is the appointed and qualified guardian of said Magdalene Hogdon, who is insane, that said Magdalene Hogdon has a mortgage lien on the 81½ acres of land in the petition first described, said lien arises from a mortgage executed by Cyrus Moon to said Magdalene Hogdon, dated June 26th, 1877, and recorded in Vol, 13 on page 567 of Union County Records, said mortgage was originally executed to secure the sum of about $1600, but from time to time payments have been made thereon so that at the date of said deed from Hapgood to Martha E. Taylor, there only remained due on said mortgage the sum of about $700, payment of which was assumed by said Martha E. Taylor, as part of the purchase money for said land, since that time there has been paid on said mortgage by said Martha E. Taylor, and out of her estate sums of money leaving a balance due thereon of $417 63/100 with interest on the same payable annually from the 27th day of July, 1899.
Therefore the said S. J. Taylor as such Guardian pay that his said mortgage

lein may be protected, and if the said premises are sold, that his mortgage may be first paid out of the purchase money arising from such sale.
Cameron & Cameron, Atty's for L. J. Taylor,

7072 Reply

Fleetwood Courtright
Vs.
L. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
Filed Sept 23rd, 1901.

The Plaintiff in reply to amended Answer of defendant Carrie E. Katier, denies each and every allegation therein.
Robinson & Woodburn, Attys for Plff.

7072 Entry.

Fleetwood Courtright
Vs.
L. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
Filed, Oct. 7th, 1901.

This day came the parties by their Attorneys and this cause was submitted to the Court upon the pleadings and the evidence, On consideration whereof, the Court being fully advised in the premises finds that there was no consideration for the deed from said L. J. Taylor to said Oliver Hapgood, and no consideration from said Oliver Hapgood and wife to said Martha E. Taylor, and that said deeds were executed subsequent to the date of the notes upon which the judgments mentioned in the petition were rendered and that said deeds are of no effect to pass the title of said lands to said Martha E. Taylor, but the title to the same is still in the said L. J. Taylor, and subject to the payment of the judgment in the petition set forth, It is therefore considered, adjudged and decreed by the Court that the said deed from L. J. Taylor to said Oliver Hapgood and from said Oliver Hapgood to said Martha E. Taylor, be and the same is set aside and held for naught, and the title to said lands declared to be in said L. J. Taylor, Thereupon said L. J. Taylor and said plaintiff in open Court agreed that upon the conveyance by said L. J. Taylor and wife to said Fleetwood Courtright of the 81½ acre tract lying in Survey 9898, and the payment of the further sum of $750.00, the plaintiff would accept the same in full of the judgment mentioned in the petition except costs, Thereupon said L. J. Taylor paid to plaintiff said sum of $750, and with his wife executed to said plaintiff a deed for said tract of 81½ acres in Survey No. 9898, which is accepted by plaintiff in full of said judgment except costs, It is ordered that the defendants pay the costs of this action taxed to $——.

Attest: Chas. E. Fulhorwood, Clerk.

1844 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 Hon. Duncan Dow, Judge of said Court of the September Term, A. D. 1901.

Be it remembered that heretofore, towit, Oct. 13th, 1900, Lewis Kline filed with the Clerk of said Court, the following petition, towit:-

Lewis Kline

vs. Court Common Pleas, Union County, Ohio.

7844 Mary Northup et. al.

Petition

First:- The plaintiff allegs that on the 5th day of January, 1893, one Mary Kline, died intestate seized in fee of the following described real estate, situated in the County of Union, State of Ohio, and Township of Claibourne and a part of Survey No. 6107, and bounded and described as follows, viz:- Beginning at a stone in the South line of said Survey N. 80 deg. W. 40 and 8/100 poles from the south line of said Survey; thence N. 2 deg. W. 45 and 7/100 poles to a stone in the center of the Richwood and Bokes Creek gravel road; thence with the center of said road N. 86 deg. W. 100 and 6/100 poles to a stake; thence S. 15 deg. E. 36 and 39/100 poles to a stake in the South line of said Survey; thence with the South line of said Survey S. 80 deg. E. 95 and 52/100 poles to the place of beginning, containing twenty and 90/100 acres more or less.

Second:- Said Mary Kline, deceased left as her children, and only heirs at law the following persons viz:- Lewis Kline 46 years old, and a resident of Union County, Ohio, Mary Northup 52 years old, and a resident of Union County, Ohio, Caroline Carns, 49 years old, and a resident of Union County, Ohio, James Kline, 48 years old, and a resident of Union County, Ohio, Margaret Fields, 42 years old and a resident of Henry County, Ohio, Jacob Kline 44 years old, and a resident of Union County, Ohio, Katherine Kline 40 years old and a resident of Union County, Ohio, Levi Kline 37 years old and a resident of Union County, Ohio, The plaintiff as an heir of Mary Kline, deceased, has an undivided one eighth (1/8) interest in said land, and each of the defendants as heirs of the said Mary Kline, deceased, has a similar estate of an undivided one eigth (1/8) interest therein. The plaintiff has a legal right to, and is seized in fee, as the grantee of Levi Kline by deed dated April 14th, 1897 and recorded in deed Book No. — page — in the Recorder's office of Union County, Ohio, of the undivided one fortieth (1/40) part of the above described land. The defendant Mary Northup, has a legal right to and is seized in fee as the grantee of James Kline by deed dated —— and recorded in deed book No. — Page —, in the Recorder's office of Union County, Ohio, of the undivided six fortieths (6/40) part of the above described lands, and also has a legal right to, and is seized in fee as the grantee of Levi Kline by deed dated April, 14th, 1897, and recorded in deed Book No. — Page —, in the Recorder's office of Union County, Ohio, of the undivided one fortieth (1/40) part of the above described lands. The defendant, Jacob Kline has a legal right to, and is seized in fee, as the grantee of Levi Kline by deed dated April 14th, 1897, and recorded in deed book No — Page — in the Recorder's office of Union County, Ohio, of the undivided one fortieth (1/40) part of the above described lands. The Plaintiff herein, and the defendant, Mary Northup, herein, have a claim against the undivided interests of the remaining defendants for the sum of $38.78 with

interest on the same as their portion of the taxes paid on said described, lands, and which the said remaining defendants have never paid their portion of said taxes. The Deering Harvesting Company has a lien of — Dollars by virtue of a judgment taken against Jacob Kline, against the interest of Jacob Kline, W. H. Richards also has a lien against the interest of Jacob Kline of — Dollars by virtue of a judgment. The plaintiff, therefore, prays for judgment confirming the shares of the parties above set forth, and a partition of said real estate according to the respective rights of the parties interested therein, or if the same cannot be equally divided, that said premises may be sold and the proceeds thereof be divided between the parties according to their respective rights, and for such other relief as equity may require.

F. A. Thompson, Atty for Plff.

State of Ohio, Union County ss.

I, Lewis Kline, plaintiff in the above entitled action do solemnly swear that I believe the facts stated in the foregoing petition to be true.

Lewis Kline.

Sworn to before me and signed in my presence this 12th day of October, A. D. 1900. (Seal) Robert McCrory, Notary Public.

Precipe

To Clerk:- Issue summons to the within named defendants directed to the Sheriff of Union County returnable according to law.

F. A. Thompson, Atty for Plaintiff.

7844 Summons.

(Issued Oct. 13th, 1900, Returned and filed Oct. 19th, 1900.)

The State of Ohio, Union County, — To the Sheriff of Union County:-

You are hereby commanded to notify Mary Northup, Jacob Kline, Katherine Kline, and Caroline Carns, that they have been sued by Lewis Kline in the Court of Common Pleas of Union County and must answer by the 10th day of Nov. A. D. 1900, or the 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 Oct. A. D. 1900.

Witness my hand and the seal of said Court this 13th day of Oct. A. D. 1900.

(Seal) Chas Pinkerwood, Clerk

Endorsements:- "In action for Partition."

"Sheriff's Return - Received this writ Oct. 13th, A. D. 1900 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 Northup, Katherine Kline and Caroline Carns personally, to Jacob Kline by leaving a copy at his usual place of residence on Oct. 19th, 1900.

Sheriff's Fees:- Service and return $.75 mileage $2.40 copies .60 Total $3.95.

J. Ed. Robinson, Sheriff.

7844 Entry

Lewis Kline
vs.
Mary Northup et. al.

Court Common Pleas, Union County, Ohio.
Filed, Apr. 15th, 1901.

This day the plaintiff by counsel asked and obtained leave to file an amended petition herein and the same was this day filed.

7844 Amended Petition

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7844
Amended
Petition

Lewis Kline
Vs.
Mary Northup, Jacob Kline
Katherine Kline, Caroline Carns and Margaret Fields.

Court Common Pleas, Union County, Ohio,
Filed, April, 15th, 1901.

First:- The plaintiff allegs that on the 5th day of January, 1892, one Mary Kline died intestate, seized in fee simple of the following described real estate, situated in the County of Union, State of Ohio, and Township of Claibourne, and a part of Survey, No. 6107, and bounded and described as follows, viz:- Beginning at a stone in the South line of said Survey N. 80 deg. W. 40 and 48/100 poles from the south east corner of said Survey, thence N. 2 deg. W. 45 and 73/100 poles to a stone in the center of the Richwood and Bokes Creek gravel road; thence with the center of said road N. 86 deg. W. 100 and 64/100 poles to a stake; thence south 15 deg. E. 36 and 39/100 poles to a stake in the South line of said survey; thence with the South line of said Survey S. 80 deg. E. 95 and 52/100 poles to the place of beginning containing 20 and 99/100 acres more or less.

Second:- Said Mary Kline, deceased, left as her children and only heirs at law, the following persons, viz:- Lewis Kline 46 years old, and a resident of Union County, Ohio, Mary Northup, 52 years old, and a resident of Union County, Ohio, Caroline Carns, 49 years old, and a resident of Union County, Ohio, James Kline 48 years old, and a resident of Union County, Ohio, Margaret Fields 43 years old, and a resident of Henry County, Ohio, Jacob Kline 44 years old, and a resident of Union County, Ohio, Katherine Kline 40 years old, and a resident of Union County, Ohio, Levi Kline 37 years old, and a resident of Union County, Ohio,- The plaintiff as an heir of Mary Kline, deceased, has an undivided one eighth (1/8) interest in said land; and each of the defendants as heirs of the said Mary Kline, deceased, has a similar estate of an undivided one eighth (1/8) interest therein. The plaintiff has a legal right to, and is seized in fee as the grantee of Levi Kline by deed dated April, 14th, 1897 and recorded in deed book, No - Page - in the Recorders office of Union County, Ohio, of the undivided one right (1/8) part of the above described lands.

The defendant, Mary Northup, has a legal right to, and is seized in fee as the grantee of James Kline by deed dated and recorded in deed book No- Page - in the Recorders office of Union County, Ohio, of the undivided six-fortieths (6/40) of the above described land, and also has a legal right to, and is seized in fee as the grantee of Levi Kline by deed dated April 14th, 1897, and recorded in deed book No. - Page - in the Recorders office of Union County, Ohio, of the undivided 1/40 part, in all 13/40 of the above described lands.

The defendant, Jacob Kline has a legal right to, and is seized in fee as the grantee of Margaret Fields by deed dated July, 6th, 1900, and recorded in deed Book No. 80 page 244 in the Recorders office of Union County, Ohio, of the undivided six fortieths, in all 6/40 of the above described lands.

The said deed was executed and acknowledged, August, 14th, 1899, by said Margaret Fields before J. W. Bell, a Justice of the Peace in and for Claibourne Township, Union County, Ohio, in the presence of Daisy Johnson, and Mary M. Bell, two witnesses, but in the said execution and acknowledgment the said Justice failed to add his certificate to said deed, but which omission was only done through mistake and not intentional, and the plaintiff asks the Court to confirm the execution of said deed, and to decree the same to be a good deed and to pass title to the amount of real estate described and conveyed in the same. Caroline Carns,

one of the above named defendants is entitled to 3/40 interest in the above described lands.

Sixth:- The defendant, Katherine Kline has a legal right to, and is seized in fee, as the grantee of Levi Kline by deed dated, April, 14th, 1897, and recorded in deed book No— Page— in the Recorder's office of Union County, Ohio, of the undivided one fortieth, in all 2/40 of the above described land.

The said Katherine Kline has a claim of $100.00 against the entire estate as herein represented, by virtue of a will of Jonas Kline, father of the within named persons, giving to the said Katherine Kline by said will, $100.00 in money and to share equal with the remainder of the heirs herein named.

Seventh:- The said Margaret Fields was to have $100.00 in money from said estate, and to have an equal share with the remainder of said heirs by virtue of said will, the said Margaret Fields conveyed all her title, right, and interest including the $100.00 willed to her to Jacob Kline by deed as has been represented herein above.

Eighth:- The plaintiff herein, and the defendant, Mary Northup, herein have a claim against the undivided interests of the remaining defendants for the sum of $43.78 with interest on same as their portion of the taxes paid on said described lands, and which no part of the same has been paid by any of the other defendants, and the plaintiff and defendant. Mary Northup, ask the Court to decree to them the amount due them from the other defendants.

7844
Summons

Ninth:- The Deering Harvesting Company has a lien of —— Dollars by virtue of a judgment taken against Jacob Kline; and another judgment in favor of H.H. Richards, also by virtue of a claim due him from Jacob Kline, one of the defendants herein; and the plaintiff asks the Court to make an adjustment of the matters herein mentioned.

The plaintiff therefor prays for judgment confirming the shares of the parties above set forth, and a partition of said real estate according to the respective rights of the parties interested therein, or if the same cannot be equally divided, that said premises may be sold and the proceeds thereof be divided between the parties according to their respective rights, and for such other relief as equity may require.

F. A. Thompson, Atty for Plff.

State of Ohio, Union County ss.

I, Lewis Kline, plaintiff in the above entitled action, do solemnly swear that I believe the facts stated in the foregoing petition to be true.

Lewis Kline.

Sworn to before me and signed in my presence this 6th day of March, A.D. 1901. (Seal) Robert McCrory, Notary Public.

Precipe

To Clerk:- Issue summons to Sheriff against the Defendant, The Deering Harvesting Co. J.L. Jolliff, its Attorney, and H.H. Richards, on J.L. Jolliff, his Attorney, directed to Sheriff of Union County, returnable according to law, and Margaret Fields, directed to Sheriff of Henry County, Ohio, endorse, partition and marshalling liens.

F. A. Thompson, Atty for Plaintiff.

7844
Summons

(Issued April, 19th, 1901, returned and filed April 24th, 1901.)

The State of Ohio, Union County, —— To the Sheriff of Henry County:-

You are hereby commanded to notify Margaret Fields, that she has been sued by Lewis Kline in the Court of Common Pleas of Union County, and must answer by the 18th day of May, A.D. 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 29th day of April, A.D. 1901,
Witness my hand and the seal of said Court, this 19th day of April, A.D. 1901.
(Seal) Chas Truhorwood, Clerk.
Endorsements:- "In action for Partition and correction of deed."
Sheriff's Return:- The State of Ohio, Henry County ss.
Received this writ April 20th, A.D. 1901 at 9 o'clock A.M. and served same by handing a true and certified copy of the within summons with all endorsements thereon to the within named Margaret Fields, this 22nd day of April, 1901. — Sheriff's Fees:- Service and return $.50, docket $.25 mileage $.80 copy $.25 Total $1.80.
W.C. Barnhill, Sheriff of Henry Co. O.

7844
Summons

(Issued April, 19th, 1901. Returned and filed Apr. 24th, 1901)
The State of Ohio, Union County ss. — To the Sheriff of Union County:-
You are hereby commanded to notify The Deering Harvesting Co. and W. H. Richards, that they have been sued by Lewis Kline, in the Court of Common Pleas of Union County, and must answer by the 18th day of May, A.D. 1901, or the petition of said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 29th day of April, A.D. 1901. Witness my hand and the seal of said Court, this 19th day of April, A.D. 1901
(Seal) Chas Truhorwood, Clerk.
Endorsements:- "In action for Partition and marshalling of liens."
Sheriff's Return:- Received this writ, April, 19th, A.D. 1901, at 10 o'clock P.M. and served same by delivering to J.S. Jolliff, agent for the Deering Harvesting Co. and to W.H. Richards, true and certified copies of this writ with all the endorsements thereon, April 24th, 1901. — Sheriff's Fees:- Service and return $.60 additional Offs. $.15 mileage $2.56 copies $.20 Total $3.51.
S.F. Burnham, Sheriff
By J.M. Flickinger, Deputy.

7844
Answer and Cross-Petition

Lewis Kline
Vs.
Mary Northrup, Jacob Kline, Katherine Kline, Caroline Carns, and Margaret Fields,

Court Common Pleas, Union County, Ohio.
Filed, Apr. 23rd, 1901.

Now comes W. H. Richards, one of the defendants in the above entitled cause and by way of cross-petition says that on the 3rd day of April, 1900, by the consideration of Esquire J.H. Bell, a Justice of the Peace in and for Claibourne Township Union County, Ohio, he recovered a judgment against Jacob Kline defendant herein for $70.82 his debt and $1.50 his costs with interest from April 3rd, 1899, at eight per cent. A transcript of said judgment was duly filed in the Court of Common Pleas of said Union County, Ohio, on the 23rd day of April 1899, from which date said judgment is and has been a subsisting lien on the premises of the defendant, Jacob Kline as described in the petition. No part of said judgment is paid. On the 3rd day of April, 1900, this defendant caused an execution to be issued on said judgment by the Clerk of said Court directed to the Sheriff of said Union County, and on the 4th day of April, 1900 at 8 o'clock A.M. said Sheriff levied on the

property of said defendant, Jacob Kline as described in the petition all of which is shown by the return of said Sheriff. Therefore this defendant prays for a judgment against said Jacob Kline for the said sum of $70.82 and costs taxed at $3.56 and interest from April 3rd, 1899 at eight per cent. and further that the premises be sold as prayed for in plaintiffs petition, and that from the proceeds of the sale of the share of said defendant, Jacob Kline, this defendant be paid the sum of $82.40 and for all other proper relief.

The State of Ohio, Union County ss — H. H. Richards, By J. S. Jolliff, his Attorney.

H. H. Richards, 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, H. H. Richards.

Sworn to before me and signed in my presence this 15th day of April, 1901.
(Seal) J. S. Jolliff, Notary Public.

7844 Answer and Cross-petition

Lewis Kline,
Vs. Court Common Pleas, Union County, Ohio.
Mary Northup, Jacob Kline Filed April, 23rd, 1901.
Katherine Kline, Caroline Carns, and Margaret Fields.

Now comes the Deering Harvesting Company, one of the defendants in the above entitled cause, and for answer and cross-petition states, defendant states that on the 31st day of August, 1895, by the consideration of Esquire Joseph Comer, a Justice of the Peace in and for Union County, Ohio, they obtained a judgment against Jacob Kline defendant herein, for $37.36 their debt and $7.36 their costs with interest from Aug. 31st, 1895. A transcript of said judgment was duly filed in the Court of Common Pleas of said County on the 23rd day of March, 1898, and from which date said judgment is and has been a subsisting lien on the share of said Jacob Kline that came to him by inheritance as allegd in the petition. On the 3rd day of April, 1900 this defendant caused an execution to be duly issued on said judgment by the Clerk of said Court and directed to the Sheriff of said Union County, and on the 4th day of April, 1900 at 10 o'clock A. M. said Sheriff levied upon the undivided one eighth interest by purchase of said defendant Jacob Kline that came to him by inheritance as allegd in the petition. That by virtue of said levy said judgment is and has been a subsisting lien on the share of said Jacob Kline as came to him by purchase since April 4th, 1900. Therefore this defendant prays for a judgment against said defendant Jacob Kline for the sum of $61.80 and costs and further that the premises be sold as prayed for in plaintiffs petition and that from the proceeds of the share of said defendant, Jacob Kline this defendant be paid the sum of $61.80 and for all other and proper relief.

Deering Harvesting Company, By J. S. Jolliff, Atty.

The State of Ohio, Union County ss,

J. S. Jolliff, being duly sworn says that he is the Attorney of the defendant, duly authorized therein, that the defendant is not a resident of this County. And that the facts stated in the above pleading are, as affiant believes, true.
J. S. Jolliff.

Sworn to before me and signed in my presence this 22nd day of April, 1901.
(Seal) R. G. Cook, Notary Public.

7844 Answer and Cross-Petition

7844 Motion

Lewis Kline, Mary Northup, Jacob Kline, Katherine Kline, Caroline Carns and Margaret Fields, Ohio, Firm

7844
Answer and
Cross Petition

Lewis Kline
Vs.
Mary Northup et. al.

Court Common Pleas, Union County, Ohio.
Filed, May 9th, 1901.

The defendant, Jacob Kline comes and for answer to plaintiffs petition says that he is one of the heirs of Mary Kline deceased, and is entitled to an equal share with the other heirs of said Mary Kline, towit, 1/8 interest in the real estate described in said petition, That he also purchased the interest of Margaret Field of 1/8 interest in said lands by deed dated Aug. 14th, 1899, and which was recorded in Vol. – Page –, in Recorders office in Union County, Ohio, and also in the same deed conveyed all her right, title and interest in One Hundred Dollars devised to her by will of Mary Kline which was an amount willed to her above all other interest of her in said estate, The said Jacob Kline hereby asks that said deed be taken into consideration as the same is defective for the reason that the Justice acknowledging the same failed to attach his certificate to said deed, The defendant Jacob Kline therefore prays the Court to decree the said deed to be valid and to pass title to the lands and interest therein conveyed and for such other relief as equity may require,

State of Ohio, Union County ss.

I, Jacob Kline, one of the defendants in the above entitled action do solemnly swear that the foregoing allegations in this answer are true as he verily believes,

Jacob Kline,

Sworn to before me and subscribed in my presence this 6th day of May. A.D. 1901. (Seal) F. A. Thompson, Notary Public,

7844
Answer and
Cross-Petition

Lewis Kline
Vs.
Mary Northup et. al.

Court Common Pleas, Union County, Ohio.
Filed May, 9th, 1901.

The said Katherine Kline comes and for answer to petition of plaintiff, says that she has and is entitled to One Hundred Dollars in money above her equal share in said premises with the remainder of said heirs of Mary Kline, by virtue of a will made by the said Mary Kline and recorded in record of Wills Vol. – Page –, in Union County, Ohio. Therefore the said Katherine Kline prays, that she be allowed the said amount of One Hundred Dollars and an equal share of the balance of said estate,

State of Ohio, Union County ss.

I, Katherine Kline, one of the defendants in the above entitled action do solemnly swear that the facts stated in the foregoing answer and cross-petition are true as she verily believes,

Katherine her X mark Kline

Witness:- Flora Kline & H. W. Northup,

Sworn to before me and subscribed in my presence this 6th day of May A.D. 1901. (Seal) F. A. Thompson, Notary Public.

7844
Motion

Lewis Kline
Vs.
Mary Northup et. al.

Court Common Pleas, Union County, Ohio.
Filed May, 15th, 1901.

Now comes the Infirmary Directors of Henry County, Ohio, by their Attorney, and moves the Court that they the said Infirmary Directors be made a party defendant in the above entitled

case for the reason that Margaret Field, one of the defendants herein is an inmate of the Infirmary of Henry County, Ohio. — Benton Gollers,
Henry F. Gerken,
Conrad Miller. Infirmary
Directors of Henry County, Ohio, by Thomas Mulcahy, their Attorney.

7844 Entry

Lewis Kline
Vs.
Mary Northup et al

Court Common Pleas, Union County, Ohio.
Filed July 1st. 1901.

This cause coming on to be heard by the Court upon the motion, the Infirmary Directors of Henry County are hereby made a party defendant and granted leave to plead in 30 days from July 1st. 1901.

7844 Answer and Cross-Petition

Lewis Kline
Vs.
Mary Northup et al.

Court Common Pleas, Union County, Ohio.
Filed, July 1st. 1901.

Now comes Bruton Gollers, Henry F. Gerken, and Conrad Miller, as the duly elected, qualified and acting Infirmary Directors of Henry County, Ohio, and by leave of Court make themselves a party defendant and file this their Answer and cross-petition in the above entitled cause.

These defendants say that Margaret Fields one of the defendants in the above entitled cause is an inmate of the County Infirmary of Henry County, Ohio, That the paper writing purporting to be a deed executed by the said Margaret Fields to Jacob Kline seeking to convey her interest in the real estate in plaintiffs amended petition described was not her deed, but at the time of the execution of said paper writing the said Margaret Fields was a lunatic of unsound mind and memory and that there was no consideration therefor, and that the said Margaret Fields is still the owner of the undivided seven fortieths (7/40) of said real estate and has a claim of One Hundred Dollars against said real estate.

These defendants therefore pray that said paper writing may be declared null and void, that the said Margaret Fields may be declared the owner of all the property described in said paper writing and that the possession thereof may be awarded to these said defendants and for such other relief as equity may require.

Bruton Gollers, Infirmary Directors
Henry Gerken, of Henry County, Ohio.
Conrad Miller By Thomas Mulcahy
their Attorney.

State of Ohio,
Union County ss.

Bruton Gollers, one of the above named defendants being duly sworn, says the facts stated and the allegations made in the foregoing pleading are true as he believes.

Bruton Gollers.

Sworn to in my presence and subscribed by the said Bruton Gollers this 29th day of June, A.D. 1901.

Dow Brety,
(Seal) Clerk of Courts
Henry Co. O.

7844 Entry

Lewis Kline
Vs.
Mary Northup et. al.

Court Common Pleas, Union County, Ohio.
Filed July 1st. 1901.

7844 Writ of Partition

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 and demand of the said petition, and that they are in default for answer and demurrer, and that the said petition is thereby confessed by them to be true. Thereupon the Court find that said Lewis Kline is seized of and has a legal right to the undivided six-fortieths part thereof, the said Mary Northup to the undivided twelve fortieths thereof, and the said Jacob Kline to the undivided eleven fortieths part thereof, Caroline Carns to the undivided five fortieths, Katherine Kline to the undivided six fortieths and no reason appearing why partition should not be made, It is therefore ordered, adjudged and decreed, that partition of said estate be made, and that an order issue to the Sheriff of said County of Union, commanding him that by the oaths of G.S. Welch, W.A. Wattake, and John Lee, three judicious and disinterested freholders of the vicinity, who are not of kin to either party, and who are hereby appointed Commissioners for that purpose, he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of the said estate to which they are hereinbefore severally found entitled, And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided without injury to the value thereof, they appraise the same free from dower thereof. And of his proceedings herein, the said Sheriff is ordered to make due return without unnecessary delay.

7844
Writ of Partition

(Issued July 8th, 1901. Returned and filed, July 13th, 1901.)

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

Pursuant to an order of our said Court of Common Pleas, within and for said County, at the April Term, A.D, 1901, in a civil action therein pending (for partition) wherein Lewis Kline the plaintiff and Mary Northup et.al, the defendants, you are hereby commanded that by the oaths of G.S. Welch, G.W. Moon and David Alstin, three judicious and disinterested freholders 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, towit:-

Beginning at a stone in the south line of Survey No. 6107 N. 80 deg. W. 40 and 4/100 poles from the Southeast corner of said Survey; thence N. 2 deg. W. 45 and 7/100 poles to a stone in the center of the Richwood and Bokes Creek Gravel road; thence with the center of said road N. 86 deg. W. 100 and 64/100 poles to a stake in the south line of said Survey; thence with the South line of said Survey S. 80 deg. E. 95 and 52/100 poles to the place of beginning, containing 20 and 90/100 acres more or less, among the persons named herein, and in the following proportions, towit:-

To Lewis Kline six fortieths (6/40) part.
To Mary Northup twelve " (12/40) part.
To Jacob Kline eleven " (11/40) part.
To Caroline Carns five " (5/40) part.
To Katherine Kline six " (6/40) part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make

a just valuation of the same in money, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 8th day of July, A.D. 1901.

(Seal) — Chas Sunborwood, Clerk,

Sheriff's Return.

As commanded by the forgoing writ of Partition I have executed the same by the oaths of G. H. Moore, S. G. Welch, and David Alstin causing said Partition to be made as will appear by the report of the Commissioners herewith returned.

Given Under my hand this 12th day of July, A.D. 1901.

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

Sheriff's Fees:-

Service	$.30
Mileage	$2.56
Executing writ	$1.20
Swearing Com.	.30
Report Com.	.30
Return	.30
Total	$4.76

Commissioners Fees:-

G. H. Moore	$1.00
S. G. Welch	$1.00
David Alstin	$1.00
Total	$3.00

Commissioners Report.

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

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, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at $25.00 per acre.

Given under our hands this 12th day of July A.D. 1901.

G. H. Moore,
G. S. Welch
David Alstin } Commissioners

7844 Reply

Lewis Kline
Vs.
Mary Northup et. al.

Court Common Pleas. Union County, Ohio.
Filed Oct. 1st. 1901.

The defendant, Jacob Kline comes and for reply to the answer and cross-petition of the Infirmary Directors of Henry County, Ohio, says that he admits the first cause of defense in the answer and cross-petition to be true. As to Margaret Fields being an inmate of the County Infirmary of Henry County, Ohio, but denies each and every other allegation therein contained, not set up in the plaintiff's petition.

State of Ohio, Union County ss.

Before me a Notary Public in and for the County aforesaid, came Jacob Kline, who makes oath and says the allegations of the within reply to be true as he verily believes. Jacob Kline.

Sworn to before me and subscribed in my presence this 1st day of Oct. 1901. F. A. Thompson
(Seal) Notary Public.

7844 Entry

Lewis Kline
Vs.
Mary Northup et. al.

Court Common Pleas. Union County, Ohio.
Filed, Oct. 1st. 1901.

This cause came on for hearing upon the return

of the Sheriff, and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same, And it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises, towit, in the sum of $512.50, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same, And it appearing to the Court that the said Lewis Kline has elected to take said premises at their appraised value the same are upon payment by the said Lewis Kline of the said sum of $512.50 hereby adjudged to him, and the Sheriff is ordered to convey said premises to him accordingly by deed in fee simple. And it appearing to the satisfaction of the Court that on April, 14th, 1897, the said Levi Kline conveyed all his interest (which was five fortieths thereof) to Lewis Kline the plaintiff herein, and Mary Northup, Katherine Kline, James Kline, Margaret Fields, to each a one fortieth part; and it also appearing that James Kline conveyed all his interest in said estate (which was five fortieths, and one fortieth by him purchased from Levi Kline) making in all six fortieths, to Mary Northup,

It also appearing to the full satisfaction of the Court that Katherine Kline and Margaret Fields, two of the above named defendants, each have a right to, and it is therefore decreed, and adjudged that the said Katherine Kline and Margaret Fields first be paid One Hundred Dollars, each out of the proceeds of said sale before there is a distribution of the proceeds made, The question being raised as to a conveyance made by Margaret Fields to Jacob Kline of her interest in the estate aforesaid, said conveyance having been made on Aug. 14th, 1899, and recorded in Vol. 80 Page 244 Records of Union County, Ohio, That at said date the said Margaret Fields had not sufficient mind to make the same, and is therefore set aside, and her interest herein conveyed to the plaintiff by virtue of these proceedings, and that the proceeds thereof be paid to the Infirmary Directors of Henry County, Ohio, in whose care and custody the said Margaret Fields now is, and all the proceeds herein due to her to be paid to said Infirmary Directors.

The Court further find that Mary Northup is entitled to and should recover $39.18 as taxes paid by her on said lands above what her share of taxes was,

That the said plaintiff Lewis Kline receive $14.60 as taxes against said estate paid by him above what his share of said taxes was, That the Deering Harvesting Company be paid the sum $6.18 the amount of its lien from the interest of said Jacob Kline in said estate after the costs of $15.20 is deducted from the interest of said Jacob Kline, which was made by said Jacob Kline individually in contesting the validity of a deed of conveyance by Margaret Fields of her interest to said Jacob Kline, That W. H. Richards be paid so much of his claim from the remaining interest of the said Jacob Kline as the same will pay. It is further ordered that the Sheriff out of the proceeds of said sale pay, First, To the Treasurer of Union County $3.18 the taxes past due and any penalty on same on said premises, Secondly, To the Clerk of this Court the costs of this action including a counsel fee of $35.00 to T. A. Thompson for his services herein taxed at $—, Thirdly, And of the residue of the proceeds of said sale, to the Plaintiff 6/40 or $35.76, To Mary Northup 13/40 or $51.53; Katherine Kline 6/40 or $35.75; Jacob Kline 5/40 or $31.47; The Infirmary Directors of Henry County, Ohio, 6/40 or $35.76; Caroline Carus 5/40 or $31.47.

Attest: Chas Pinkerwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before Hon. Duncan Dow, Judge of said Court of the September Term, A.D. 1901.

Be it remembered that heretofore, towit, on June, 20th, 1901, Haymann & Henline filed with the Clerk of said Court the following petition, towit.

Haymann & Henline

vs.

P. J. Speyer.

7954 Petition

Court Common Pleas, Union County, Ohio,

There is due the plaintiffs, who are a partnership formed for the purpose of carrying on business in the State of Ohio, and are non-residents of the said County of Union, the sum of Ninety Eight Dollars and Eighty-one cents with interest thereon from the tenth day of November, A.D. 1898, from the defendant, on an account on which there are no credits and of which a true and duly verified copy is herewith filed and marked "Exhibit A" and made a part hereof.

"Exhibit A"

"Sold to Mr. P. J. Speyer, Richwood, Ohio, Terms 90 days.

Aug. 10, 1898	1 Bbl. Thistle Club Rye	36	@ 2.15	$77.40
	1 Keg 1.00 Malt Gin	10.08	@ 2.00	21.16
			Drayage .25	$98.81.

State of Ohio, Franklin County ss.

L. Haymann being by me first duly sworn says that he is one of the members of the firm of Haymann & Henline and that there is justly due them from P. J. Speyer the sum of $98.81 together with interest from Nov. 10th 1898, at 6% that the same is for merchandise sold and delivered to said P. J. Speyer at his request and that the prices charged were reasonable, and that they have no security for same, and no part of same has been paid, and that there are no offsets or counterclaims against same,

L. Haymann,

Sworn to and subscribed in my presence this 13th day of June, 1901,

H. J. Coring, Notary Public"

Therefor plaintiffs ask judgment against the defendant in said sum of Ninety Eight Dollars and Eighty-one cents, with interest from the tenth day of November, A.D. 1898, and their costs herein,

J. F. Millar, Atty for Plffs.

Precipe

To the Clerk of said Court:-

Issue summons for the defendant, in the above entitled action, directed to the Sheriff of Union County, returnable according to law, and indorsed "For money only, amount claimed $98.81 with interest from Nov. 10th, 1898.

J. F. Millar, Atty, for Plffs.

7954 Summons

(Issued June 20th, 1901, Returned and filed June 28th, 1901.)

The State of Ohio, Union County ss. —— To the Sheriff of Union County, Ohio.

You are hereby commanded to notify P. J. Speyer that he has been sued by Haymann & Henline in the Court of Common Pleas of Union County and must answer by the 20th day of July, A.D. 1901, or the 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 July, A.D.1901, Witness my hand and the seal of said Court this 20th day of June, A.D. 1901.

(Seal) Chas Ruhorwood, Clerk

Indorsements:- In action for money only, amount claimed $98.81 with interest.
Sheriff's Return:- Received this writ June 20th, A.D.1901, at 12 o'clock M. and served same by delivering personally to P.J. Speyer a true and certified copy of this writ with all the endorsements thereon June 26th, 1901.
Sheriff's Fees:- Service & return $.60 mileage $2.56, copy $.10 Total $3.26.

S.F. Burnham, Sheriff
By J.M. Flickinger, Deputy.

7954 Entry

Haymann & Henline
Vs.
P.J. Speyer

Court Common Pleas, Union County, Ohio.
Filed, Sept. 16th, 1901.

And now comes the said plaintiff by their Attorney and the said defendant having failed to answer to the petition of the said plaintiffs the same is therefore taken to be true; and it is considered that the said plaintiffs ought to recover the said sum of $98.81 so demanded in their petition, together with the sum of $16 ET which the Court find due as the interest thereon, as prayed for in said petition; it is therefore considered that the said plaintiff recover against the said defendant, the said sum of $115 68 together with costs &c and about the suit expended taxed to $ - for which execution is awarded.

Attest: Chas. Ruhorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the Term of September, A. D. 1901.

Be it remembered that heretofore, towit, on November, 28th, 1896, The Citizens Home and Savings Co. filed with the Clerk of said Court the following petition, towit:-

The Citizens Home and Savings Co.

7342 Petition

vs. Court Common Pleas. Union County, Ohio.

Jeannette Houghton, Edward P. Houghton, Walter C. Fullington, Thomas Stillings and The Phelps Bigelow Wind Mill Company.

The 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 15th day of January, 1895, the said defendant, Jeannette Houghton, made and delivered to said Company her contract in writing, of which the following is a copy;-

$2100.00 Marysville, Ohio, January, 15th, 1895.

Received of The Citizens Home and Savings Company of Marysville, Ohio, Two Thousand and One Hundred Dollars as a loan on 21 shares of stock No. 1212 owned by Jeannette Houghton in said company. I agree to pay to said Company weekly, not less than Five and 36/100 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 84/100 Dollars per week.

Third:- To the payment of the interest due on said loan amounting to Two and 52/100 Dollars per week.

Fourth: The balance of said payments shall be credited as dues on said stock. Said payments shall continue until the dues so credited on said stock, together with dividends declared thereon, shall equal the amount loaned. Should I fail for eight weeks to pay said weekly payment, then the whole amount of said loan shall at once become due and payable.

Jeannette Houghton,

No. 538. 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 Jeannette has paid to the said Company the sum of Two Hundred and Seventy three Dollars which has been applied according to the terms of said contract as follows:- For Insurance $1.00 For premium $42.68 For interest $128.04 and the remainder $91.28 has been credited as dues on said stock. The dividends declared on said stock are Nine and 25/100 Dollars. The said defendant, Jeannette Houghton has failed to make the weekly payments as agreed to be paid in said contract for 47 weeks, the last payment having been made on said stock on the 6th day of January, 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 15th day of January, 1895, and to secure the said loan, and weekly payments, set forth in said contract, in said first cause of action, the said defendants, Jeannette Houghton, and Edward P. Houghton 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 Richwood County of Union,

and State of Ohio, All of lots Nos. 669 and 670 of Orrin Brem's addition to the Village of Richwood, excepting a piece of land off the West side of said Lot No. 670 fronting 250 feet on Elm Street, and extending the same width back to the South line of said lot For further description see plat of said lots and addition in the office of the Recorder of said County, Also the following parcel of land, part of E. Survey No. 6307 for 1200 acres adjoining said lots Nos. 669 and 670, bounded and described by true meridian courses as follows; Beginning at a stake in the Northwesterly line of the N. Y. P. & O. Ry, and in the center of Ottawa Street, in said Village of Richwood; thence with the center of said Street, (or Richwood and Miller Gravel Road) S. 84° 30' W. 2 40/100 poles to a stake southeast corner of a parcel of land containing 4 acres formerly owned by John Collier; thence with the east line of said land N. 12° 30' W. 60 4/100 poles to a stone northeast corner of said lands formerly owned by John Collier, and in the south line of Orrin Brem's addition to Richwood, thence with said line N 77° 15' E. 29 20/100 poles to a stone northwest corner of I. C. Brem's land; thence with the west line of the lands of I. C. Brem and of J. M. and E. M. Horn, in the northwesterly line of said N. Y. P. & O. Ry; thence northwesterly with said line 37 4/100 poles to the beginning, containing 8 50/100 acres more or less, Being the same premises conveyed by Ellen B. Brem to Jeanette Houghton May 5th, 1892, and a deed of correction dated December - 1894; and also including the premises conveyed by Sophronia Hood to Jeanette Houghton, April 19th, 1893.

The condition in said mortgage was as follows:- Provided, nevertheless, and these presents are upon this condition; that whereas, the said Jeanette Houghton has entered into a contract in writing with said company in the words and figures following, to-wit:- $2/100 cc Marysville, Ohio January, 15th, 1895,

Received of The Citizens Home and Saving Company of Marysville, Ohio, Two Thousand and One Hundred Dollars, as a loan on 21 shares of Stock No. 1212 owned by Jeanette Houghton in said Company. I agree to pay to said Company weekly not less than Four and 35/100 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 8/100 Dollars per week,

Third:- To the payment of the interest due on said loan, amounting to two and 52/100 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 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. (Signed) Jeanette Houghton,

Now if the said Jeanette Houghton 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 15th day of January, A.D. 1896 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 Vol. 33, page 204 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 One Thousand Nine Hundred and Ninety Eight & 7/100 Dollars on the 6th day of January, 1896; and the further sum provided in said contract, namely, for fines, One and 05/100 Dollars; for premium 84/100 Dollars, and for interest Two and 52/100 Dollars, in all Four and 41/100 Dollars, for each and every week from and after said 6th day of January, 1896, The said defendants, Walter C. Fullington, Thomas Stillings,

and The Phelps & Bigelow Sand Mill Co. claim some lien on said premises.
The said plaintiff, The Citizens Home and Saving Company, therefor asks judgment against said Jeannette Houghton for said sum of One Thousand Nine Hundred and Ninety Eight & 77/100 Dollars, and Four and 41/100 dollars for each and every week from and after January, 6th, 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 One Thousand, Nine Hundred and Ninety Eight and 77/100 Dollars, and Four and 41/100 Dollars from and after the 6th day of January, 1896, 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, Union County ss.

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,

John M. Brodrick,

Sworn to by said John M. Brodrick before me and signed by him in my presence this 28th day of November, 1896, (Seal) J. N. Gosnell, Clerk
By Jno. A. Gosnell, Deputy.

Precipe

To the Clerk:- Issue summons for the defendants, Jeannette Houghton & Edward P. Houghton to the Sheriff of Union County, returnable according to law, Indorse, "Judgment and foreclosure of mortgage, Amount claimed, claimed $1998.77 and $4.41 weekly from and after January 6th, 1896,

John M. Brodrick, Atty for Plff.

7242 Summons

(Issued Nov. 28th, 1896, Returned and filed Dec, 5th, 1896.)

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

You are Hereby commanded to notify Jeannette Houghton & Edward P. Houghton, 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 26th day of December, 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 7th day of December, A. D. 1896. Witness my hand and the seal of said Court this 28th day of Nov. A. D. 1896— J. N. Gosnell, Clerk
By Jno. A. Gosnell, Deputy.

Indorsements:-

"In action for Judgment and foreclosure of mortgage, Amount claimed $1998.77 and $4.41 weekly from and after January, 6th, 1896.

Sheriff's Return:

Received this writ November 30th, 1896, at 3 o'clock P. M. and served same by leaving a true and (certified) copy of this writ with the endorsements thereon at the usual place of residence of Jeannette Houghton & Edward P. Houghton on the 4th day of December, 1896, —— Sheriffs Fees:- Service & return .65 - miles 2.72 copy .30
Total $3.67 ——

Jno. J. Snodgrass, Sheriff.

7242 Entry

The Citizens Home & Savings Co.
Vs.
Jeannette Houghton et. al.

Court Common Pleas Union County, Ohio.
Filed Feby 17th, 1897.

This cause now coming on for hearing was submitted to the Court on the petition and the evidence, the Court find that the defendant Jeannette Houghton 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, The Citizens Home and Savings Company, from the defendant, Jeannette Houghton, on the contract in writing set forth in the petition, with weekly payments to the first day of this term, to-wit, January, 4th, 1897, the sum of Two Thousand, Two Hundred and Twenty-eight and 0/100 Dollars. The Court further find that in order to secure the payment of said contract in writing, the defendants, Jeannette Houghton and Edward P. Houghton, her husband executed and delivered to said The Citizens Home & Savings Company, the plaintiff their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Vol. 33 page 204 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 plaintiff recover from the defendant the said sum of Two Thousand Two Hundred and Twenty Eight and 0/100 Dollars, and its costs herein expended And it is further considered, ordered and decreed, that unless the defendant, Jeannette Houghton 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 weekly payments of Four and 44/100 Dollars for each and every week from and after the 4th day of January, 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 said Union County, directing him to appraise advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

7342
Order of Sale

Issued Feb. 23rd, 1897, Returned and Filed, Mar. 27th, 1897,

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 17th day of February, 1897, The Citizens Home and Savings Company obtained a judgment and decree against Jeannette Houghton et. al. for the sum of Two Thousand Two Hundred and Twenty Eight and 0/100 Dollars and Thirteen and 84/100 Dollars costs of suit, and whereas it was then and there by said Court ordered, adjudged and decreed that the said Jeannette Houghton within three days from the 17th day of February, 1897, pay into The Citizens Home and Savings Company, the said sum of Two Thousand Two Hundred and Twenty-Eight and 0/100 Dollars, with weekly payments of Four and 44/100 Dollars for each and every week from and after the 4th day of January, 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 Plaintiff's petition, &c. And whereas, the three days aforesaid have fully expired, and the said sum of $2238.01 and costs aforesaid, have not been paid, nor 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, County of Union, and State of Ohio,

All of Lots Nos. 669 and 670 of Orrin Berry's addition to the Village of Richwood, excepting a piece of land off the West end of said Lot No. 670, fronting 200 feet on Elm street, and extending the same width back to the South line of said lot. For further description see plat of said lots, and addition on

the office of the Recorder of said County". Also the following parcel of land, part of E. Survey No. 6307 for 1200 acres adjoining said lots Nos. 669 & 670, bounded and described by true meridian courses as follows:- Beginning at a stake in the Northwesterly line of the N. Y. P. & O. Ry, and in the center of Ottawa Street, in said Village of Richwood, thence with the center of said Street, (or Richwood and Miller Gravel Road) S. 84° 30' W. 2 70/100 poles to a stake southeast corner of a parcel of land containing 4 acres, formerly owned by John Collier, and in the South line of Orrin Bemis addition to Richwood; thence with said line N. 77° 15' E. 2 90/100 poles to a stone Northwest corner of I. C. Bemis land; thence with the West line of the lands of I. C. Bemis and of J. M. and E. M. Horn, S. 13° 15' E. 35 40/100 poles to a stone, a corner to the lands of said J. M and E. M. Horn, in the Northwesterly line of said N. Y. P. & O. Ry; thence Southwestly with said line 37 40/100 poles to the beginning, containing 8 50/100 acres more or less.

Being the same premises conveyed by Ellen B. Bemis to Jeannette Houghton, May 5th, 1892, and a deed of correction dated December 1894, and also including the premises conveyed by Sophronia Ward to Jeannette Houghton, April, 19th, 1893"

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 interests 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 February, A. D, 1897,

(Seal) J. N. Gosnell, Clerk

Sheriff's Return

This writ returned without sale by order of Plaintiff's Attorney.

J. Ed. Robinson, Sheriff.

7242 Entry

The Citizens Home and Savings Co.
Vs.
Jeannette Houghton et. al.

Court Common Pleas, Union County, Ohio.
Filed, June, 8th, 1900,

On motion to the Court, and for good cause shown, it is ordered that the above entitled case be entered upon the trial docket of this term of Court.

7242 Entry

The Citizens Home and Savings Co.
Vs.
Jeannette Houghton et. al.

Court Common Pleas, Union County, Ohio.
Filed June 8th, 1901,

On motion to the Court Thomas Stillings, one of the defendants in the above action has leave to file answer and cross-petition in the above case by the 4th day of August, 1900.

7242 Answer and Cross-petition Thomas Stillings

The Citizens Home and Savings Co.
Vs.
Jeannette Houghton et. al

Court Common Pleas, Union County, Ohio,
Filed, Aug. 3rd, 1900,

The said defendant Thomas Stillings, for answer and cross-petition herein says:- That at the September Term, of the Court of Common Pleas, within and for the County of Union, State of Ohio, and on

8th day of September, 1896, the said defendant Thomas Stillings, in a case then pending in said Court wherein Thomas Stillings was plaintiff and Edward P. Houghton, Harriett B. Houghton, and Jeannette Houghton were defendants, by the consideration of said Court of Common Pleas, recovered a judgment against said last named defendants, for the sum of $496.52 and costs of suit to the amount of $—. That said judgment yet remains in full force, unsatisfied, in whole or in part; and that said judgment bears 8 per cent interest from the date thereof. That on the 15th day of July, 1897, an execution was duly issued upon said judgment for the amount thereof with interest and costs and delivered to the Sheriff of said County of Union, commanding him that he make the amount of said judgment, interest and cost, and that said Sheriff for the want of goods and chattels of said defendant and by virtue of said execution, levied upon the following real estate situated in said County of Union, State of Ohio, and in the Village of Richwood, bounded and described as follows, towit:- "All of Lots Nos. 669 and 670 in Orrin Bemis addition to the Village of Richwood excepting a piece of land off of the West end of said Lot No. 670, fronting 2.50 feet on Elm Street, and extending the same width back to the South line of said lot. For further description see plat of said lots and addition in the office of the Recorder of said County.

Also the following parcel of land situated in the said Village of Richwood, and adjoining said Lots Nos. 669 and 670 and bounded and described as follows:- Beginning at a stake in the N. Y. P. & O. Ry. and in the center of Ottawa Street, in said Village of Richwood; thence with the center of said Street, or Richwood and Miller Gravel Road, S. 84 degrees and 30' W. 2 46/100 poles to a stake Southeast corner of a parcel of land containing four acres, formerly owned by John Collier, thence with the east line of said land 13 degrees, 30' W. 60 40/100 poles to a stone Northeast corner of said land formerly owned by John Collier, and in the south line of Orrin Bemis addition to Richwood; thence with said land N. 77 degrees 15' E. 29 20/100 poles to a stone northwest corner of I. C. Bemis land; thence with the west line of the lands of I. C. Bemis and J. M. and E. M. Horn, S. 13 degrees 15' E. 35 40/100 poles to a stone, corner of the lands of J. M. and E. M. Horn, in the Northwesterly line of the said N. Y. P. & O. Ry; thence Southwesterly, westerly with said line 37 40/100 poles to the beginning, containing 8 50/100 acres, more or less, Being the same premises conveyed by Ellen B. Bemis to Jeannette Houghton, May 5th, 1892, and a deed of correction dated December, 1894, and also including the premises conveyed by Sophronia Hard to Jeannette Houghton by deed dated April 19th, 1892, and that said premises were so levied on by said Sheriff upon execution issued at the instance of this defendant, and as the property of the said Jeannette Houghton, defendant.

This defendant further says that on the 15th day of January, 1895, the said defendants, Jeannette Houghton and Edward P. Houghton, executed a mortgage deed on said real estate to the defendant, Walter C. Fullington, which deed was duly filed for record in the Recorder's office of said County of Union, on the 15th day of January, 1895, and that said mortgage deed purports to be for the consideration of $3000, but this defendant, has not the means of knowing, and does not know what the consideration in fact was for said conveyance, and therefore avers that the consideration ~~therefor was merely~~ nominal, and that said purported consideration, as above stated as between said grantors and grantee, did not exist at the time of the execution of said deed. This defendant further says that as a part of the condition contained in said deed, it was stipulated that said Jeannette Houghton and Edward P. Houghton, shall pay or cause to be paid unto the said Walter C. Fullington

his executors, and assigns, all notes or accounts then due or owing from said grantors to said grantee, or due or owing to the Bank of Marysville or Milford Center Bank, but that no amount and no obligations of any kind were specified or contained in the conditions of said deed, as either due to the said grantee, to the Bank of Marysville or Milford Center Bank, and that no obligations or indebtedness are either specified or described in the conditions contained in said mortgage as being at the time of the execution thereof due or to become due to said grantee or either of said parties above named. This defendant believes, and therefore avers that by the terms and conditions of said mortgage there was not at the time of the execution thereof, any debts or obligations due to said grantee from said grantors that was secured by the terms and conditions of said mortgage deed. This defendant says that said Walter C. Fullington claims to have and hold a lien on the premises above described, and further says that the Phelps & Bigelow Hand Mill Company, a corporation, and The Farmers Bank of Plain City, Ohio are necessary parties defendant, in this action, and that they and each of them claim to hold some interest in or lien upon the premises above described, the nature, amount, extent, and validity of which said several claims or liens this defendant is unable to state. This defendant therefore prays that Walter C. Fullington be made party defendant in this action and duly served of process, and that Walter C. Fullington be required to answer herein, and state fully the nature and amounts of each and any claim of indebtedness that existed at the time of the execution of said mortgage that is claimed by said Fullington, to enter into and form, at the time of the execution thereof, a part of the consideration for said mortgage, that he state fully the nature of any obligation and the amount thereof that was claimed to be due from said grantors to said Bank of Marysville, at the time of the execution of said mortgage and claimed to be secured by said mortgage, that he state fully the nature and amount of any claim or claims of indebtedness that existed at the time of the execution of said mortgage against said grantors, or either of them, in favor of said Milford Center Bank, and the nature and amount of each claim in favor of said last named Bank at the time of the execution of said mortgage, and further that said Fullington be required to state fully the amount due him at the present time and the nature of the claims that may now exist, and which are claimed to be unpaid, by virtue of said mortgage deed, and which amounts were secured and formed a part of the consideration of said mortgage at the time of the execution thereof, and that in like manner he state fully the amount and nature of each and every claim and the amount now due thereon in favor of either said Bank of Marysville, or said Milford Center Bank, which amounts were claimed to be secured and formed a part of the consideration of said mortgage deed at the time of the execution thereof; that said above named parties, The Phelps & Bigelow Hand Mill Company and The Farmers Bank of Plain City, Ohio, be made parties defendant herein, and served with process, and each be required to answer and set forth the nature and amount of their several claims and liens on said real estate, if any they have; and for all proper and equitable relief.

John Stittings, Atty for Def't.

State of Ohio, Union County ss.

The said defendant, Thomas Stittings, being duly sworn, says that he believes the averments and statements contained in the foregoing answer and cross-petition are true,

Thomas Stittings.

7242
Summons

7242
Entry

7242
Answer & Cross-petition of Fullington

Sworn to and subscribed before me by the said Thomas Stillings, this the 3rd day of August, 1900. J. N. Gosnell, Clerk, of Court.

Precipe.

To Clerk of Court:- Issue summons in above case on Cross-petition for defendant Walter C. Fullington, direct to Sheriff, Union Co. O, returnable according to law.

John Stillings, Atty for Defendant.

Waiver.

The Phelps & Bigelow Windmill Company, hereby waive the issuing and service of process and summons in and to cause No. 7242, and to the within answer and cross-petition of Thomas Stillings, and enter its appearance as a party defendant in the same and in said action.

The Phelps & Bigelow Windmill Company.
By Porter & Porter, its Attorneys,

7242 Summons

Issued Aug. 3rd. 1901. Returned and filed, Aug. 11th, 1900.

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

You are commanded to notify Walter C. Fullington, that Thomas Stillings has filed an answer and cross-petition in the case of The Citizens Home and Savings Company against Jeannette Houghton et. al. in the Common Pleas Court of Union County, and that unless Walter C. Fullington answer by the 1st day of September, A.D. 1900, the cross-petition of the said Thomas Stillings against Walter C. Fullington filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 13th day of August A.D. 1900. Witness my hand and seal of the said Court at Marysville, this 3rd day of August A.D. 1900. (Seal) —— J. N. Gosnell, Clerk &c.

Sheriff's Return.

Received this writ Aug. 6th, 1901, 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 Walter C. Fullington, personally on August, 10th, 1900. —— J. Ed. Robinson, Sheriff.

Sheriffs Fees:- 81cts.

7242 Entry

The Citizens Home and Savings Co.
Vs.
Jeannette Houghton et. al.

Court Common Pleas. Union County. Ohio.
Filed Dec, 14th, 1900.

On motion the Court grants leave to file answers to the cross-petition of Defendant Stillings by Jan. 13th, 1901.

7242 Answer and Cross-petition of Fullington

The Citizens Home and Savings Co.
Vs.
Jeannette Houghton et. al.

Court Common Pleas. Union County, Ohio.
(Filed, Sep-8th, 1901, Amended and refiled Mar. 9th, 1901)

The defendant Walter C. Fullington for answers to the petition of plaintiff, and the answer and cross-petition of the defendant, Thomas Stellings says:-

1. That on the 26th day of December, 1893, the defendants, Jeannette Houghton, Edward P. Houghton, and Harriett B. Houghton, executed and delivered to said Walter C. Fullington, their joint and several promissory note for the sum of Fifteen Hundred Dollars, due thirty days after date with interest at eight per cent after due, payable annually, a copy of said note is hereto attached marked Exhibit "A", and made a part hereof, said note was given at its date for money loaned, towit, for the sum of $1500, then loaned by said Fullington to said Jeannette, Edward P. and Harriett Houghton. No part of said note has been paid, neither on the principal, or

or the interest, and there is now due to Walter C. Fullington from said Houghtons defendants on said note the sum of $1500, with 8 per cent interest payable annually from the 26th day of January, 1894.

II. For second defense, this answering defendant says that on the 21st day of March, 1894, the said defendants, Edward P. Houghton, Jeannette Houghton and Harriett B. Houghton, executed and delivered to said Walter C. Fullington, one other joint and several promissory note for the sum of Fifteen Hundred Dollars, due thirty days after date, with 8 per cent payable annually after the same be comes due, A copy of said note is hereto attached marked Exhibit "B" and made a part hereof. Said note was given for money loaned at the date thereof, towit, for the sum of $1500, then loaned by said Fullington to said Houghtons. No part of said note has been paid, either of the principal or the interest, and there is now due to said Walter C. Fullington on said note from said Edward P. Houghton, Jeannette and Harriett B. Houghton the sum of $1500, with 8 per cent payable annually from the 21st day of April, 1894.

III. For third defense, the said Walter C. Fullington further says that after said promissory notes were executed and delivered to him, towit, on the 15th day of January, 1895, in order to secure both of said notes the said Jeannette Houghton and Edward P. Houghton executed and delivered to the said Fullington their mortgage deed and thereby conveyed to this answering defendant his heirs and assigns the same lands and tenements and all of the lands and tenements, described in the petition of the plaintiff in this cause filed on Nov. 28th, 1896, to which petition reference is made for a description of said property as described in said mortgage of Fullington. The condition contained in said mortgage deed, was in substance that if the said Jeannette Houghton, and Edward P. Houghton should pay or cause to be paid to the said Walter C. Fullington or to his Executors, administrators or assigns all notes and accounts due or owing from said grantors to said grantee, or to either the Bank of Marysville or Milford Center Bank, together with any and all renewals of said indebtedness then said mortgage should be void, otherwise to be and remain in full force and virtue in law. On the 15th day of January, 1895, at 3:30 o'clock P.M. said mortgage was delivered to the Recorder of this County, to be by him entered on record, and was duly recorded by him on the 21st day of January, 1895 in Union County Record of Mortgages Vol. 34 page 138. The said deed has become absolute and there is now due and remaining unpaid upon said indebtedness the sum of Three Thousand Dollars with interest at 8 per cent payable annually on $1500 from the 26th day of January, 1894, and interest on $1500 at 8 per cent payable annually from the 21st day of April 1894. That the Farmers Bank of Plain City claims a lien on said premises and Fullington asks that it set up the same or be forever barred from said lien. The said Walter C. Fullington therefore asks judgment against the said Jeannette Houghton, Edward P. Houghton, and Harriett B. Houghton, for said $3000 aforesaid with interest as herein stated, and that his said mortgage be foreclosed, the said premises ordered to be sold, and the proceeds applied to the said indebtedness due said Fullington according to its priority, and that execution be awarded for the balance, and for all other proper relief.

Porter & Porter, Attys for Fullington.

7242
Answer

Walter C. Fullington being sworn makes oath that the facts stated in the foregoing pleading are true as he believes. —— Walter C. Fullington.

Sworn to by said Walter C. Fullington before me and signed by him in my presence this 8th day of Sept. 1900. (Seal) Chas C. Linhorwood, Clerk

7242 The

Waller C. Fullington being sworn makes oath that the facts stated in the foregoing amended pleading are true as he believes. —W.C. Fullington.
Sworn to by Waller C. Fullington, before me and signed by him in my presence this 8th day of March, 1901. (Seal) — E.A. Porter, Notary Public, Union County, Ohio.

(Exhibits "A" & "B" attached here)

Precipe.

To the Clerk:- Issue a summons on this answer and cross-petition against Jeannette Houghton, Edward P. Houghton, and Harriett B. Houghton, returnable according to law, Endorse "Amt claimed $3000. with 8 per cent int. on $1800, payable annually from January, 26th, 1894 and interest on same amt and same rate from April 21st 1894 payable annually".
Also issue summons to Sheriff of Madison County, against "The Farmers Bank of Plain City, Ohio returnable, according to law,- Endorse- "Funds Deposited."

Porter & Porter, Attys of Waller C. Fullington.

7242
Answer

The Citizens Home and Savings Company,
Vs.
Jeannette Houghton et. al.
Court Common Pleas Union County, Ohio.
(Filed Jan. 12th, 1901.)

The defendant, Thomas Stellings, for answer to the answer and cross-petition of Waller C. Fullington, defendant says:- That said allegd mortgage in the answer of said Waller C. Fullington described was not executed to secure the promissory notes in said answer contained or any part thereof. This defendant says that said notes are not described in said mortgage and not by the terms and conditions of said mortgage made any part of the same, and that said notes form and constitute no part of the consideration of said mortgage in said answer set forth and this defendant denies that said promissory notes or either of them constitute any part of the consideration for the execution and delivery of said mortgage by said Jeannette and Edward Houghton to said Waller C. Fullington. This defendant says he has not the means of knowing at what time or the correct date of the execution of said allegd notes in said answer described and denies the allegation of the execution of said notes and the consideration therefor and demands strict proof of the same, and avers that if said notes were executed as in said answer allegd, the same were executed after the mortgage was executed, and that said allegd indebtedness by said notes was not any part of the consideration of said mortgage in said answer set forth.

John Stellings, Atty for Thomas Stellings,

The State of Ohio, Union County ss,
The defendant, Thomas Stellings being sworn says that the statements and allegations contained in the foregoing answer are as he believes true,

Thomas Stellings.

Sworn to and subscribed before me this 12th day of January, 1901.
(Seal) Chas Fulhorwood, Clerk

7242

The Citizens Home and Savings Co,
Vs.
Jeannette Houghton et. al.
Court Common Pleas, Union County, Ohio.
Filed Feb. 5th, 1901.

This day on motion of Waller C. Fullington, leave is granted him to amend his answer and cross-petition, and make new parties defendants, and leave is also granted to Thomas Stellings to amend his answer and cross-petition in thirty days from January 6th, 1901, and case continued

7242 Summons

Issued March, 9th, 1901. Returned and filed Mar, 18th, 1901.
The State of Ohio, Union County, —— To the Sheriff of the County of Madison:-
You are commanded to notify The Farmers Bank of Plain City, Ohio, that Walter C. Fullington has filed an answer and cross-petition in the case of The Citizens Home and Savings Co. Vs. Jeannette Houghton et al. in the Common Pleas Court of Union County, and that unless they answer by the 6th day of April A.D. 1901, the cross-petition of the said Walter C. Fullington against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 18th day of March, A.D. 1901, Witness my hand and seal of the said Court, at Marysville, this 9th day of March, A.D. 1901, (Seal) Chas. Funhorwood, Clerk.
Sheriff's Return.
Received this writ March, 10th, 1901, and according to its command on the 15th A.D. 1901, I served Cephas Atkinson, as cashier of The Farmers Bank of Plain City, O. personally by handing to him a true and certified copy of this writ with all the endorsements thereon; on same day I served William Atkinson as President of The Farmers Bank of Plain City, O. personally with a true and certified copy of this writ with all the endorsements thereon.
Fees:- Service $.45 copies .50 mileage $3.20 return $.25 docket $.25 Total $4.65.
E.B. Gardin, Sheriff Madison Co. O.

7242 Entry

7242 Summons

Issued March, 9th, 1901, Returned and filed Mar, 18th 1901,
The State of Ohio, Union County ss. —— To the Sheriff of said County:-
You are commanded to notify Jeannette Houghton, Edward P. Houghton, and Harriett B. Houghton, that Walter C. Fullington has filed an answer and cross-petition in the case of The Citizens Home and Savings Co. Vs. Jeannette Houghton et al, in the Court of Common Pleas of Union County and that they must answer by the 6th day of Apr. A.D. 1901, or the said cross-petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 18th day of March, A.D. 1901, Witness my hand and the seal of the said Court this 9th day of March, A.D. 1901, —— (Seal) Chas Funhorwood, Clerk.
Endorsements:- "Amount claimed $3000, with 8% interest on $1500, payable annually from Jan. 26th, 1894, and interest on the same amount at same rate from April 2d, 1894, payable annually.
Sheriff's Return:- The State of Union County ss.
Received this writ March 8th, A.D. 1901, at 10 o'clock P.M. and served same by delivering to Jeannette Houghton a true and certified copy of this writ with all the endorsements thereon personally, and by leaving a true and certified copy of this writ at the usual place of residence of Edward P. Houghton and Harriett Houghton on March, 16th, 1901.
Sheriff's Fees:- Service & R. $.90 mileage $2.56, copy $.30 Total $3.76.
S.F. Burnham, Sheriff
By Allen Haines Deputy.

7242 Answer

The Citizens Home and Savings Co.
Vs. Court Common Pleas, Union County, Ohio.
Jeannette Houghton et al. Filed, Apr. 6th, 1901,
And now comes the Farmers Bank of Plain City, Ohio, and by its cashier, Cephas Atkinson, by way of answer and

cross-petition says:- First cause of Action:- That on or about January 5th, 1897, it recovered Judgment against the said defendants Edward P. Houghton, Jeannette Houghton and Harriett B. Houghton, for the amount of Two Hundred and Thirty-eight and 55/100 ($238.55) Dollars together with 8% interest thereon from that date, That no part thereof has been paid, But that there is due to the said The Farmers Bank from said defendants the said sum of $238.55 and interest at 8% from January 4th, 1897. Therefore defendant prays that if said property is sold in this action that its rights be protected and that it be equitably considered in the distribution of the procends.

Howard C. Black Atty for The Farmers Bank.

State of Ohio, Madison County ss.

Cephas Atkinson being duly sworn says that he is Cashier of The Farmers Bank; and that the facts set forth and allegations contained in the foregoing answer and cross-petition are true as he verily believes.

Cephas Atkinson,

Sworn to before me and subscribed in my presence this 5th day of April, 1901. (Seal) J. L. Black, Notary Public,

7242 Entry

The Citizens Home and Savings Co.
Vs.
Jeannette Houghton et. al.

Court Common Pleas, Union County, Ohio.
Filed April 22nd, 1901.

This day this cause came on to be heard upon the amended answer and cross-petition of Walter C. Fullington filed March 9th, 1901, in the above entitled cause and was argued by Counsel, and the Court being fully advised in the premises do find that due process of service was made and had by the said Walter C. Fullington of the claim of said Walter C. Fullington against the said Jeannette Houghton, Edward P. Houghton, and Harriett B. Houghton, and the Court find that the facts set up by the said Walter C. Fullington in his said amended answer and cross-petition are true, and that the said Jeannette Houghton, Edward P. Houghton and Harriett B. Houghton are indebted to the said Walter C. Fullington in manner and form as he hath in his said amended pleading alleged, in the sum of Two Thousand One Hundred Dollars ($2100) It is therefor considered that the said Walter C. Fullington recover of the said Jeannette Houghton, Edward P. Houghton and Harriett B. Houghton said sum of $2100, together with interest thereon at eight per cent from the date of this entry, and it is further ordered and adjudged that if the said Jeannette Houghton, Edward P. Houghton and Harriett B. Houghton fail to pay said sum of $2100 to the said Walter C. Fullington within three days from this date an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell according to law the real estate and all of the said real estate as found described in the petition of the plaintiff in this cause filed herein Nov. 28th, 1896, to which petition reference is made for description of said lands and tenements as described in said mortgage of Walter C. Fullington, and it is further ordered, adjudged and decreed, that the Sheriff bring the proceeds of said sale into Court for further order of the Court in that behalf, and all questions of the distribution thereof, including all questions as to priorities of liens &c. be continued.

7242
Order of Sale.

The State of Ohio, Union County ss. —— To the Sheriff of said County, Greeting:—
Whereas At a term of the Court of Common Pleas held at Marysville, Ohio, in and for said County on the 22nd day of April, A.D. 1901, in the cause of The Citizens Home and Savings Co. Plaintiff and Jeannette Houghton et. al. defendants it was ordered, adjudged and decreed as follows, towit:—That the said Walter C. Fullington recover of the said Jeannette Houghton, Edward P. Houghton and Harriett B. Houghton, said sum of $5700 together with interest thereon at eight per cent from the date of this entry (April 22nd, 1901) and it is further ordered and adjudged that if the said Jeannette Houghton, Edward P. Houghton and Harriett B. Houghton fail to pay said sum of $5700 to the said Walter C. Fullington within three days from the date of this order, an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell according to law the following described real estate:—
"Situate in the village of Richwood, County of Union, and State of Ohio, All of Lots Nos. 669 and 670 of Orrin Bemis Addition to the Village of Richwood, excepting a piece of land off of the west end of said Lot No. 670 fronting 250 feet on Elm St. and extending the same width back to the South line of said lot. For further description see plat of said lots and addition in the office of the Recorder of said County.
Also the following parcel of land part of E. Survey No. 6307 for 1200 acres adjoining said Lots Nos. 669 and 670 bounded and described as follows by true meridian courses:- Beginning at a stake in the Northwesterly line of the N.Y.P. & O. Ry and in the center of Ottawa St. in said Village of Richwood, thence with the center of said St. (or Richwood and Miller gravel road) S. 84° 30' W. 12 40/100 poles to a stake southeast corner of a parcel of land containing 4 acres formerly owned by John Collier and in the South line of Orrin Bemis Addition to Richwood, thence with said line N. 77° 15' E. 29 30/100 poles to a stone northwest corner of S. C. Bemis land, thence with the west line of the lands of S. C. Bemis and of J. M. and E. M. Horn, S. 13° 15' E. 35 40/100 poles to a stone a corner to the lands of said J. M. and E. M. Horn and in the Northwesterly line of said N.Y.P. & O. Ry thence Southwesterly with said line 37 40/100 poles to the beginning, containing 8 and 5/100 acres more or less being the same premises conveyed by Ellen B. Bemis to Jeannette Houghton May 5th, 1892, and a deed of correction dated December — 1894, and also including the premises conveyed by Sophronia Hazd to Jeannette Houghton, April 19th, 1893."
You therefore command you that you procede to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you have appraised, advertise and expose to sale the above described real estate under the Statute regulating sales on Execution, and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court this 8th day of July, A.D. 1901. (Clerk) Chas. E. Pinkerwood, (Seal)

7242
Legal Notice

Sheriff's Return.

The State of Ohio, Union County ss.

I received this order of sale on the 8th day of July, 1901, and in obedience to the command of the same, I did, on the 12th day of July, 1901, summons J. E. Howe, M. F. Langstaff and J. H. Crawford, 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,

Sheriff's Fees:-

Service	$ .30
Levy	$ .30
Summoning App.	1.20
Swearing App.	.30
Writing Appraisal	.30
Copy of Appraisal	.30
Notice to Printer	.30
Affidavit of Printer	.30
Writing Notice	.30
Mileage	2.56
Poundage	26.67
Return	.30
Total	$ 32.83
Appraisers Fees	$ 3.00
Printers Fees	$ 26.95.

S. F. Burnham,
Sheriff.

and afterwards, on the 12th day of July, A.D. 1901, 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 Four Thousand ($4000) 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 July, A.D. 1901, I caused to be advertised in the Richwood Gazette (a newspaper printed and published and of gneral circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 17th day of August, A.D. 1901, at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit, five consecutive weeks, and in pursuance to said notice, I did, on said 17th day of August, A.D. 1901, 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 Elmer Conkright, agt. of W.C. Fullington, who bid for the same the sum of Twenty-six Hundred and Sixty-seven ($2667) Dollars, and said sum being more than two-thirds of the appraised value thereof and said Elmer Conkright 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 Twenty-six Hundred and Sixty-seven ($2667) Dollars.

7242
Legal Notice

Filed Nov. 18th, 1901. Court Common Pleas, Union County, Ohio.
The Citizens Home and Saving Company Vs. Jeannette Houghton 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 north door of the Court House in Marysville on Saturday, August 17th, 1901, at or about the hour of one o'clock P.M. of said day the following described real estate, to-wit:-

Situated in the Village of Richwood, Township of Claiborne, County of Union, and State of Ohio, and bounded and described as follows: "All of Lots Nos. 669 and 670 of Orrin Brems addition to the Village of Richwood excepting a piece off the West end of said Lot No. 670 fronting 2.50 feet on Elm St. and extending the same width back to the South line of said Lot. For further description see plat of said lots and addition in the office of the Recorder of said County.

Also the following parcel of land part of E. Survey No. 6307 for 1300 acres adjoining said Lots Nos. 669 and 670 bounded and described by true meridian line courses as follows:- Beginning at a stone in the northwesterly line of the N.Y.C. & O. Ry and in the center of Ottawa St. in the said Village of Richwood, thence with the center of said St. (or Richwood and Miller gravel road) S. 84° 30' W. 2 7/100 poles to a stake Southeast corner of a parcel of land containing 4 acres, formerly owned by John Collier, thence with

the east line of said land N. 13° 30' W. 60 40/100 poles to a stone, Northeast corner of said lands formerly owned by John Collier, and in the South line of Orrin Brems Addition to Richwood; thence with the said line N. 77° 15' E. 29 30/100 poles to a stone Northwest corner of L. C. Brems land, thence with the West line of the lands of L. C. Brem, and of J. M. and E. M. Horn, South 13° 15' E. 35 4/100 poles to a stone a corner to the lands of said J. M. and E. M. Horn, in the Northwesterly line of said N. Y. P. & O. Ry, thence South-westerly with said line 37 40/100 poles to the beginning, containing 8 50/100 acres more or less, being the same premises conveyed by Ellen B Brem to Jeannette Houghton May 5th 1892, and a deed of correction dated December - 1894, and also including the premises conveyed by Sophronia Ward to Jeannette Houghton April 19th, 1893." ——— Appraised at Four Thousand ($4000) Dollars.
Terms of Sale:- Cash — S. F. Burnham, Sheriff, of Union Co. O.
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 July, 1901, and continued therein five consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Worden,

Sworn to and subscribed before me this 18th day of Nov. 1901. (Seal) J. F. Millar, Notary Public.

7342 The Citizens Home and Savings Co.
Vs. Court Common Pleas, Union County, Ohio.
Jeannette Houghton et. al. Filed Oct. 8th, 1901.

This day Thomas Stillings, one of the defendants appeared, and withdrew his answer and cross-petition to the answer and cross-petition of H. C. Fullington, and this cause coming on further to be heard upon the motion of H. C. Fullington to confirm the sale heretofore made by the Sheriff of this County of the real estate in this cause, and the Court being fully advised in the premises finds said sale in all respects in conformity to law, and confirms the same, and orders the Sheriff to make to the purchaser of said real estate a good and sufficient deed for the premises so sold by him. The Court further orders the costs made by said H. C. Fullington in said cause to be paid and all taxes and penalty that may be due and owing on said premises so sold to be paid, and the questions of further distribution of said proceeds of said sale is continued with leave to H. C. Fullington to file an amended Supplemtal answer and cross-petition. It is further ordered that all costs made in said cause since the 11th day of May, 1898 be paid out of purchase money, realized from the sale of said real estate.

7242 Entry The Citizens Home and Savings Co.
Vs. Court Common Pleas, Union County, Ohio.
Jeannette Houghton et. al. Filed Nov. 18th, 1901.

This day this cause came on to be heard upon the question of distribution of the proceeds of the sale heretofore made by the Sheriff in this case; and the Court being fully advised in the premises orders the Sheriff to pay out of the proceeds of said sale, First:- To the Treasurer of this County, the taxes, penalty and in-

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tirest against said property, towit the sum of $ —,
Secondly:- To the Clerk of this Court the costs of this action taxed to $ —,
Thirdly:- To the Citizens Home and Savings Company the sum of $1675.88 the amount
heretofore found due,
Fourthly:- To W. C. Fullington, the balance of said proceeds, amounting to $,

It is further ordered that the Clerk of this Court enter Cancellation of the mortgage given by Jeannette Houghton to The Citizens Home and Savings Co. on the 16th day of January, 1895, and recorded in Vol. 33 page 204, of the Records of Mortgages of Union County, Ohio, upon the Records.

Attest. Chas E. Fulhorwood, Clerk.

7803
Petition

George Reidel, Alice Reidel, (and John Reidel,
William Reidel, Mary Reidel, minors over
the age of 14 years) by Alice Reidel their next friend,
vs. Court Common Pleas, Union County, Ohio.
Alice White — defendant. Filed, June 26th, 1900.

Plaintiffs say that they have a legal right to and are seized in fee simple of the undivided five-sixths interest in and to the following described real estate, situated in the County of Union and State of Ohio, to-wit:- In Virginia Military Land Survey No. 9491, and bounded and described as follows:- Beginning at a stake, birch, lynn, and sugar tree in the north line of lands sold to Levi Price; thence N. 10° W. 56 poles to a stone; thence N. 80° E. 80 poles to a stake in the east line of said Survey; thence with the East line of said Survey S. 10° W. 56 poles to a stone in the center of the County road corner to land formerly owned by Levi Price and now owned by G. S. Robertson; thence with the north line of G. S. Robertson land and with the center of said road S. 80° W. 80 poles to the place of beginning, containing 28 acres of land, be the same more or less."

That said plaintiffs and said defendant are each the owner of an undivided one-sixth interest in said land. Plaintiffs say that for more than two years, they and said defendant have owned said lands as tenants in common, each owning an undivided one-sixth interest in said lands, all of which time said lands have been in the exclusive possession of said defendant, to the exclusion of said Plaintiffs. Therefore plaintiffs pray to have their several interests set off to them in severalty, or if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law, and further that an account of the rents and profits of said premises for the time it has been in the possession of the said defendant may be made, and for such other and further relief as the nature of the case may require,

The State of Ohio, Marion County ss.

George Reidel being first duly sworn deposes and says that he is one of the plaintiffs in this action, and that the facts stated and the allegations contained herein are true as he verily believes.

George Reidel,

Sworn to before me this 19th day of June A.D. 1900.

Marion M. Rhoads,
Notary Public.

7803
Precipe

To the Clerk:-

Issue Summons in the above entitled case for the defendant, Alice White, directed to the Sheriff of Union County, Ohio. returnable according to law,

7803
Summons

Issued June 26th, 1900, Returned and filed July 6th, 1900,
The State of Ohio, Union County ss. — To the Sheriff of Union County:
You are hereby commanded to notify Alice White, that She has been sued by George Reidel et. al, in the Court of Common Pleas of Union County, and must answer by the 28th day of July, A.D. 1900, or the petition of the said plaintiff, will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 9th day of July, A.D. 1900, Witness my hand and the seal of said Court this 26th day of June A.D. 1900 — J. N. Gosnell, Clerk

7803
Answer and
Cross-petition

Sheriff's Return.

The State of Ohio, Union County ss.

Received this writ June 27 A.D. 1900, at 8 o'clock A. M. and served same by leaving at the usual place of residence of the within named defendant Alice White a true and certified copy of this writ with all of the endorsements thereon on July 5th, 1900.

Sheriffs Fees- Service & return $.50 mileage $.35 copy $.15 Total $4.17.

J. Ed. Robinson, Sheriff.

7803
Answer and
Cross-petition

George Reidel, Alice Reidel, John Reidel, William Reidel, Mary Reidel, minors by Alice Reidel, their next friend,

Vs.

Alice White

Court Common Pleas, Union County, Ohio,

Filed July, 28th, 1900.

First defense:- Now comes the defendant, and in answer to plaintiffs petition avers that she is the sole owner and is seized in fee simple of the entire estate and title in the real estate described in said petition, and admits that she has been in exclusive possession thereof for more than two years last past, but denies each and every other allegation in said petition contained.

Second defense:- Defendant says that the plaintiffs have no title to or interest in said real estate, except that on or about July, 22nd, 1895, one Rachel Reidel, their mother, then the owner in fee simple thereof, made a certain paper writing in the form of a deed in which said plaintiffs and one Joseph Harper were named as grantees, for the colorable consideration therein mentioned of nine hundred dollars ($900,) but for no actual consideration whatever, except that as to said Joseph Harper, said conveyance was for the purpose of indemnifying him against any loss he was liable to sustain on account of certain obligations then and theretofore assumed by him as her surety upon certain promissory notes and upon the bond executed by her upon her appointment as guardian of the estate of her children, the plaintiffs; that said deed was delivered to said Harper with the mutual intent and understanding between him and said Rachel Reidel, that he should hold the same in pledge until she should release him from said obligations as her surety when it was to be delivered back to her; that subject to such conditions he was to hold it subject to her order, disposal and control; that without the direction and consent of said Rachel Reidel said Joseph Harper left the same for record with the Recorder of Union County, Ohio, who recorded the same in Vol. 74 at page 158 of the records of deeds of said County; that said Joseph Harper was on and prior to the 6th day of July, 1896, duly released from all of said obligations as surety for said Rachel Reidel by her payment and satisfaction of the same; that he on or about said date delivered said deed back to said Rachel Reidel; that said deed was never delivered to any of the plaintiffs; that when delivered to said Harper as aforesaid, it was not intended by the grantor or him to transfer any title to said real estate to any of the grantees, that it was intended and understood by said Harper and Rachel Reidel that in event of her death before having released him from his said obligations as her surety he should deliver said deed to the plaintiffs and that

it should then convey to plaintiffs the legal title to said real estate subject to his said equitable lien thereon; that she was then in ill health and in fear that death might occur to her soon and suddenly, but that she thereafter recovered and fully revoked said deed.

Third Defense:- In an action in the Common Pleas Court of Union County Ohio, commenced on the 17th day of July 1896, and numbered 7148, on the dockets of said Court, wherein one Louis C. Brem was plaintiff and the plaintiffs herein and Rachel Reidel and Joseph Harper, being the grantors and grantee to said purported deed under which plaintiffs claim, were defendants, the plaintiff in his petition therein alleged, the facts set forth in the second defense herein, and the further fact that he was a creditor of said Rachel Reidel and that said deed was made to hinder, delay and defraud him; upon which petition summons was duly issued and served upon all of the said defendants thereto, and all due proceedings were had and taken, and on the 24th day of September of said year, upon a due hearing of the evidence upon the merits of said action, the Court found the facts and allegations contained in said petition to be true, and adjudged said deed to have been an equitable mortgage that had been fully satisfied and to be utterly void and of no effect as a deed of conveyance, and decreed that the same be cancelled of record and that the title to the real estate therein described vest in said Rachel Reidel as fully and perfectly as though said deed had not been made, Defendant delivered her title to said real estate, which is the same as described in plaintiffs' petition herein, from said Rachel Reidel by deed with full covenants of warranty delivered on the first day of April, 1897. Said judgment and decree is still in full force and effect, and plaintiffs herein, of whom said George Reidel and Alice Reidel have been of full age of majority for more than three years, are barred in this action thereby.

Fourth Defense:- As a part of this defense the defendant reavers the allegations contained in her third defense herein and says that at the time of the rendition of said judgment and decree the plaintiffs George Reidel and Alice Reidel were within three months of being of full age of majority and the plaintiffs John Reidel, William Reidel and Mary Reidel were respectively more than fifteen, thirteen and eleven years of age; that they excepting said Mary Reidel, were all present at said hearing of said action and at the time of the rendition of said judgment and decree therein; that said Rachel Reidel gave her verbal testimony in their presence, and hearing that the facts alleged in said petition were true, and that she desired said deed set aside as therein prayed; that they were each then and there called upon to give evidence upon the issues involved in said action, and being duly sworn, each testified that he or she had no knowledge concerning said deed to them and said Harper, at the time it was delivered to him and had given no consideration therefor, and had never received or accepted the same, and had heard the testimony of said Rachel Reidel and believed it to be true, and desired said deed set aside and adjudged void; that said real estate was at that time contracted by said Rachel Reidel to be sold and conveyed to defendant on the first day of the following April, provided a good title could be given; that it was in the continuous and exclusive possession and control of

said Rachel Reidel from the time of the delivery of said deed to said Harper, until so conveyed to defendant; that the purpose of said action to set aside said deed and of said sale to defendant was to raise money to pay debts then owing from said Rachel Reidel; that the purchase money except One Hundred Dollars, thereof, paid by defendant for said land was so expended, that on the first day of April, 1897, the day on which defendant paid said purchase money and received her deed from said Rachel Reidel for said lands, said George Reidel, fully knowing the facts, received Fifty Dollars, of said money from defendants agent upon an order of said Rachel Reidel in payment of a debt due them from her; that said Alice Reidel on or about the 8th day of February, 1899, received One Hundred Dollars of said purchase money then due to said Rachel Reidel fully knowing it to be such; that the plaintiffs herein at the time of said action in the year 1896, and for a long time prior thereto lived separate and apart from the said Rachel Reidel, but then and ever since have resided within a distance of fifteen miles from said real estate; that the defendant has been residing upon said real estate and has held exclusive and notorious possession thereof adverse to plaintiffs ever since the first day of April, 1897; that she has made valuable improvements thereon, that during all of said time defendant was well known to each and all of the plaintiffs and was easily accessible to any of them; that none of them ever notified her that they or any of them had or claimed any interest in or title to said real estate; that she received her deed of conveyance for said real estate from said Rachel Reidel and has paid Eleven Hundred Dollars therefor relying upon the said acts and conduct of plaintiffs; that the facts herein stated were well known to each and all of the plaintiffs as and when they occurred; and that they are each and all estopped thereby.

Fifth Defense:- As a partial defense by way of counterclaim, the defendant further says; that at the time said deed from Rachel Reidel to Joseph Harper and plaintiffs, under which plaintiffs claim title, was delivered as stated in the second defense the said real estate therein described was incumbered by a mortgage executed to one Jane David and then owned and held by one W. H. Ferguson; that said deed was made expressly to subject to said mortgage; that said deed was duly adjudged by Court to be fraudulent as to the claim of Louis C. Brem, as stated in the third defense herein; that said Rachel Reidel at the time of making said deed owned no property other than the said real estate; that said deed was made to hinder, delay and defraud her creditors; that at the time defendant received her deed from said Rachel Reidel for said real estate on the first day of April, 1897, said mortgage thereon with accrued interest amounted to $476.42, which defendant assumed as part of the purchase price for said premises, and has since fully paid; that at said time the said claim of Louis C. Brem was a good and valid lien on said premises, being for material used in constructing a house thereon, superior to plaintiffs' claim thereto, and amounted to $318.97 that the delinquent taxes upon said real estate at said time amounted to $35.88; that the costs in said action mentioned in the third defense herein were $18.00; that the said Rachel Reidel at the time of said

action owrd one E. G. King an amount exceeding $75.00; and the plaintiff George Reidel the sum of $50.00; that by agreement between said Rachel Reidel and defendant said sums were all paid by defendant out of the purchase money for said real estate, except that said E. G. King was paid but $64.38; that defendant has paid taxes on said real estate, other than hereinbefore mentioned, while occupying and claiming title to the same, amounting to the sum of $35.92; and that she has, while relying upon her said title and without knowledge of the plaintiffs' claim, made valuable and lasting improvements upon said premises. Therefore defendant prays that her title to said real estate may be adjudged good and valid as against the plaintiffs' claim, and duly quieted, that she may be subrogated to the rights of all the lien-holders on said real estate, and creditors of Rachel Reidel, whose claims she has paid; that she be given the rights of an occupying claimant; and that all her rights in the premises be fully protected. Millard & Magers, Attys for defendant.

State of Ohio, Union County ss.

Alice White, being first duly sworn, says that she is defendant in the above entitled action, and that the facts stated and allegations made in her foregoing answer and cross-petition are as she verily believes, true.

Mrs. Alice White.

Subscribed in my presence and sworn to before me by the said Alice White, this 28th day of July, A.D. 1900.

(Seal) John H. Crawford, Notary Public.

7803 Demurrer

George Reidel et. al.

Vs.

Alice White,

Court Common Pleas, Union County, Ohio.

Filed, Oct. 15th, 1901.

Now comes the plaintiffs and demur to the first cause of defense set up in the answer of the defendant, and for grounds of demurrer say:- That facts sufficient to constitute a defense to the petition are not in said first defense set forth.

Second:- The Plaintiffs demur to the second defense set up in the answer of the defendant and for grounds of demur say, that facts sufficient to constitute a defense to the petition are not in said second defense contained.

Third:- The Plaintiffs demur to the third defense set up in the answer of the defendant, and for grounds of demur say, that facts sufficient to constitute a defense to the petition are not in said third defense contained.

Fourth:- The Plaintiffs demur to the fourth defense set up in the answer of the defendant, and for grounds of demur say, that facts sufficient to constitute a defense to the petition are not in said fourth defense contained.

Fifth:- The Plaintiffs demur to the fifth defense set up in the answer of the defendant and for grounds of demur say, that facts sufficient to constitute a defense to the petition are not in said fifth defense contained.

Sixth:- The Plaintiffs demur to the answer as a whole and for grounds say, it does not contain facts sufficient to constitute a defense to the petition, ——— Grant E. Mouser & Cameron & Cameron

Attorneys for Plaintiffs.

7803 Entry

7803 Entry

Alice Reidel et. al.
Vs.
Alice White

7703
Entry

Court Common Pleas, Union County, Ohio.
Filed, April, 15th, 1901.

This cause having heretofore been heard by Court upon the demurrer of plaintiffs to defendants answer, and the Court having duly considered the same does hereby overrule said demurrer, to which plaintiff excepted, Thereupon plaintiffs asked leave to file an amended petition, and was granted thirty days therefor, to which defendant excepted.

George Reidel et. al.
Vs.
Alice White.

7803
Entry

Court Common Pleas, Union County, Ohio.
Filed, Sept. 16th, 1901.

This cause coming on to be heard on the petition of the Plaintiffs and the answer and cross-petition of the defendant, and the plaintiffs being in default for reply and not desiring to plead further, and the defendant desiring her title to the real estate described in the petition quieted as prayed in her answer and cross-petition; the Court, upon due consideration of said pleadings and after hearing evidence thereon, find that the facts stated and allegations made by the defendant in her said answer and cross-petition are true, and that neither the plaintiffs nor any one or more of them have any estate in or title to the real estate described in their petition, or in or to any part thereof, but that the defendant is seized in fee simple of the whole thereof and is rightfully in possession of the same, and that she is entitled to the equitable relief prayed for in her said answer and cross-petition, and to have her title and possession to the said premises duly quieted,

It is therefore ordered, adjudged and decreed that the title and possession of the defendant to the said premises be quieted as against the plaintiffs, and each of them, and all persons claiming under them, or any of them; and that the plaintiffs, and each of them, and all persons claiming under them, or any of them, be, and they hereby are, enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of the defendant thereto, or in any manner interfering with her use and enjoyment of the same, It is further ordered that the plaintiffs pay the costs of this action taxed at $17.96.

Attest.) Chas. E. Pinkerwood, Clerk,

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the September Term, A.D. 1901.

Be it remembered that heretofore, towit, Aug. 6th, 1901. The Northern National Bank of Toledo, Ohio filed with the Clerk of said Court, the following petition, towit:-

The Northern National Bank of Toledo, Ohio.

7965 Petition

vs.

Court Common Pleas.

Frederick S. Giddings and Mary Giddings, Fannie S. Cummings, Robert S. Cummings, Isabelle Cummings, Harriett C. Osborn, George C. Osborn, Charles F. Osborn, John M. Osborn, C. A. Gale, Theodore A. Phillipps, Dwight A. Phillipps, Charles R. Smith, Kittie Smith, Catherine E. Stockly, Esther S. Hatch, Alvan T. Hatch and J. B. Robinson — Defendants.

Union County

Ohio.

First cause of action:- The plaintiff, The Northern National Bank, a corporation organized under the laws of the United States and doing business in the city of Toledo, Ohio, alleges that on the 30th day of January, A.D. 1893, the said defendant, Frederick S. Giddings and Joseph S. Cummings, who has since deceased, made and delivered to the plaintiff their four promissory notes of that date, of which copies are hereto attached marked, exhibits "A", "B" "C" and "D".

Exhibit "A"

Toledo, Ohio, January, 23rd, 1893.

Ninety days after date, for value received, we as principal debtors, promise to pay to The Northern National Bank of Toledo, Ohio, or orders, Five Thousand ($5000.) Dollars, at the Northern National Bank of Toledo, Ohio, and we hereby authorize any attorney of any Court of Record, in the State of Ohio, or elsewhere, at any time after the above sum becomes due, to appear for us or either of us, in any Court in said State of Ohio or elsewhere, having jurisdiction of said sum, and confess judgment therein against us, or either of us, in favor of said payees, or their assigns, for said amount with interest at the rate of eight per cent, per annum after maturity until paid, payable annually, the interest when due and unpaid, to draw the same rate of interest as the principal, and costs of suits; and to release all errors in the entry and rendition of the said judgment, and all rights and benefits of appeal and writs of error."

Signed — Giddings and Cummings

J. S. Cummings,

Exhibit "B".

$5500.00

Toledo, Ohio, January, 23rd, 1893.

Sixty days after date for value received, we as principal debtors, promise to pay to The Northern National Bank of Toledo, Ohio, or order Fifty-five Hundred ($5500) Dollars, at the Northern National Bank of Toledo, Ohio, and we hereby authorize any attorney of any Court of Record, in the State of Ohio, or elsewhere, at any time after the above sum becomes due, to appear for us or either of us, in any Court of said State of Ohio, or elsewhere, having jurisdiction of said sum, and confess judgment therein against us

or either of us, in favor of said payees or their assigns, for said amount with interest at the rate of eight per cent per annum after maturity, until paid, payable annually, the interest when due and unpaid to draw the same rate of int. as the principal, and costs of suit; and to release all errors in the entry and rendition of said judgment, and all rights and benefits of appeal and writs of error,

Signed Giddings and Cummings.

J. M. Cummings,

$5000.00 Exhibit "C" Toledo, O. January 23rd, 1893.

February 12th, without grace after date, for value received, we as principal debtors, promise to pay to The Northern National Bank of Toledo, or order, Five Thousand Dollars, at The Northern National Bank of Toledo, Ohio, and we hereby authorize any attorney of any Court of Record, in the State of Ohio, or elsewhere, at any time after the above sum becomes due, to appear for us, or either of us, in any Court in said State of Ohio or elsewhere, having jurisdiction of said sum, and confess judgment therein against us or either of us in favor of said payees or their assigns, for said amount with interest at the rate of eight per cent per annum after maturity until paid, payable annually, the interest when due and unpaid to draw the same rate of interest as the principal, and costs of suit, and to release all errors in the entry and rendition of said judgment and all rights and benefits of appeal and writs of error, Signed — Giddings and Cummings

J. M. Cummings,

$2500, Exhibit "D" Toledo, Ohio, January, 23 rd, 1893,

Ninety days after date, for value received we as principal debtors, promise to pay to The Northern National Bank of Toledo, Ohio, and we hereby authorize any Attorney of any Court of Record, in the State of Ohio, or elsewhere, at any time after the above sum becomes due, to appear for us or either of us, in any Court, in said State of Ohio, or elsewhere, having jurisdiction of said sum, and confess judgment therein against us or either of us in favor of said payees or their assigns for said amount with interest at the rate of eight per cent per annum after maturity until paid, payable annually the interest when due and unpaid to draw the same rate of interest as the principal, and costs of suits, and to release all errors in the entry and rendition of the said judgment, and all rights and benefits of appeal and writs of error, Signed — Cummings and Giddings.

J. M. Cummings,

Said Frederick S. Giddings and Joseph M. Cummings were partners at the time of the execution of said several notes, under the style of Giddings & Cummings, and said notes were all signed by the said firm name of Giddings & Cummings and were also signed by said Joseph M. Cummings personally, Said notes were all renewed in the same manner, for the same debt, in pursuance of a stipulation in the mortgage in this petition described, providing for such renewals. Said notes were all renewed except that described as "exhibit D" which was fully paid, and said renewals represent the indebtedness still existing against said firm and said Joseph M. Cummings and secured by the mortgage mentioned and copies of said renewals are herein set out and marked Exhibits "E" "F" and "G."

$5000, Exhibit "E," Toledo Ohio, Nov. 12th, 1894.

Ninety days after date for value received, we as principal debtors, promise to pay to The Northern National Bank of Toledo, Ohio, or order Five Thousand ($5000) Dollars, at The Northern National Bank of Toledo, Ohio,

and we hereby authorize any Attorney of any Court of Record, in the State of Ohio, or elsewhere, at any time after the above sum becomes due, to appear for us or either of us, in any Court of said State, of Ohio, or elsewhere, having jurisdiction of said sum and confess judgment therein against us or either of us in favor of said payee or their assigns, for said amount with interest at the rate of eight per cent per annum after maturity, until paid, payable annually, the interest when due and unpaid to draw the same rate of interest as the principal, and costs of suit; and to release all errors in the entry and rendition of the said judgment and all rights and benefits of appeal and writs of error,- Signed Giddings & Cummings.

J. H. Cummings.

$500,00 Exhibit "F". Toledo, Ohio, Dec, 11th, 1894.

Sixty days after date, for value received, we as principal debtors, promise to pay to The Northern National Bank of Toledo, Ohio, or order, Fifty-five Hundred, ($5500) Dollars, at The Northern National Bank of Toledo, Ohio, and we hereby authorize any Attorney of any Court of Record, in the State of Ohio, or elsewhere, at any time after the above sum becomes due, to appear for us or either of us, in any Court of said State of Ohio, or elsewhere, having jurisdiction of said sum and confess judgment therein against us or either of us in favor of said payees or their assigns, for said amount with interest at the rate of eight per cent, per annum after maturity, until paid, payable annually, the interest when due and unpaid to draw the same rate of interest as the principal and costs of suits; and to release all errors in the entry and rendition of said judgment and all rights and benefits of appeal and writs of error,- Signed- Giddings & Cummings

July 20th, 1895- Paid $250 on this note.

J. H. Cummings.

$5000,00 Exhibit "G". Toledo, Ohio, Jan, 16th, 1895.

February, 12th, without grace after date, for value received, we, as principal debtors, promise to pay to The Northern National Bank of Toledo, Ohio, or order, Five Thousand Dollars, at The Northern National Bank of Toledo, Ohio, and we, hereby authorize any Attorney of any Court of Record, in the State of Ohio, or elsewhere, at any time after the above sum becomes due, to appear for us, or either of us, in any Court in said State of Ohio, or elsewhere, having jurisdiction of said sum, and confess judgment herein against us, or either of us in favor of said payees, or their assigns, for said amount with interest at the rate of eight per cent per annum after maturity until paid, payable annually, the interest when due and unpaid to draw the same rate of interest as the principal, and costs of suits; and to release all errors in the entry and rendition of said judgment, and all rights and benefits of appeal and writs of error, Signed —— Giddings & Cummings.

J. H. Cummings.

The plaintiff alleges that it is the owner and holder of said notes, that the same are unpaid, and there are no endorsements thereon, except $250, on Exhibit "F" July 20/95, and that there is due the plaintiff from said defendants, upon said notes, the sum of Fifteen Thousand Five Hundred Dollars ($15500.00) with eight per cent interest thereon from the maturity of said notes, allowing for said credit above referred.

Second cause of Action:- For a second cause of action the plaintiff adopts so much of the first cause of action as is contained between the words "That on" in the third line, to and including the words "from maturity of said notes", the same as if fully rewritten herein;

and further says, that Frederick S. Giddings, Mary Giddings, his wife; Joseph H. Cummings, and Fannie S. Cummings, his wife, on the 30th day of January, 1893, to secure the payment of the said promissory notes set forth in the first cause of action herein, executed and delivered to the plaintiff their certain Mortgage Deed, containing an agreement that said Mortgage should cover any renewals of said notes and thereby conveyed to the plaintiff, its successors and assigns, the undivided one half (½) of the following described real estate, situated in the Townships of Allen and Liberty, in the County of Union in the State of Ohio, and bounded and described as follows, towit:- "On the waters of Darby and being part of Military Survey No. 3151, beginning at the stake in the center of the Marysville and Bellefontaine road, in the line of the Armstrong & Phillips land; thence with said line S. 57¾° W. 187 69/100 poles to a stake; thence with the Northerly line of Division No. 2, N. 32½° W. 87 poles to a stake; thence with the line of division No. 3, N. 37½° E. 126 poles to a stake; corner to Division No. 3, in the center of said Marysville and Bellefontaine Road; thence with the center of said road, S. 72½° E. 153 poles to beginning, containing, One Hundred and Five and a half acres, more or less."

Parcel 2:- "Being part of Military Survey 3151, beginning at a stake most Northerly corner to the town of Pottersburg, on the Southeast line of the A. & G. W. R.R; thence with the N. E. line of said town S. 52½° E. 38 poles to a stake, (N. 37½° E. 20 feet to the most easterly corner to lot No. 13 in said town) corner to Division No. 6; thence with a line of said division N. 37½° E. 126 poles to a stake, corner to Division No. 6, in the Marysville and Bellefontaine Road; thence with the center of said road, N. 72½° W. 40 70/100 poles to a stake in the S. E. line of said R.R; thence with said line S. 37½° W. 113 poles to beginning containing 28¼ acres more or less, and being Lot No. 3 on a plat made by A. S. Mowry, County Surveyor," The above described property being the same formerly owned by Williams and Bennett, and sold by P. B. Cole, Assignee of said Williams & Bennett to said Lyon and Lapham, whose deed is recorded in Book 35 Page 607, Union County Records.

Parcel 3:- "Beginning at a stone, ash, hickory and elm, Southeasterly corner to survey No. 188, and in the Northerly line of Survey No. 3151, thence with said line North 55½° E. 110 poles to a stake in the center of the Bellefontaine and Marysville State Road, thence with the center of said road South 72¾° E. 67 6/100 poles to a stake in the Northerly line of the Atlantic & Great Western Railroad Co: now the New York, Pennsylvania & Ohio Ry; thence with said line South 37¼° W. 154 6/100 poles to a stone in the center of the Hale & Williams Road; thence with the center of said Road North 49° W. 18 28/100 poles to a stone; thence continuing with the center of said Road North 34¼° W. 84 24/100 poles to the beginning, containing Sixty Six acres and One Hundred and Thirty-two poles more or less, excepting a right of way for Railroad Street, Wilson Alley, Cline Alley, Phillips Alley, Armstrongs Alley, in W. Armstrongs Addition to the town of Pottersburg, and excepting a right of way for all legal highways; and also excepting lots numbers, Eight, Ten, Eleven, Twelve and Fourteen, said Addition to Pottersburg, heretofore sold to Willis Epps, Jonas Cline, John Parmer, Gary, and Andrews. And also all the interest of the said grantors in and to the right of all the land occupied by the Atlantic & Great Western Railroad Company, (now the New York, Pennsylvania & Ohio Ry) lying between the Bellefontaine and Marysville

State Road and the Hale & Williams Road."
Parcel 4:- "Being a part of Survey No. 3151, and beginning at a stone, red oak and ash, Southeasterly corner to Survey No. 3151; thence with the Southerly line of said Survey, S. 54¾° W. 213 poles to a stone (hickory, beech and sugar gone) Northeasterly corner to S.S. Carroll; thence with the easterly line of said Carroll N. 49° W. 156 100 poles to a stone, southwesterly corner to Williams and Bennett, thence with their Southerly line N. 54¾° E. 248 poles to a stake and stone Southeasterly corner to said Williams & Bennett, and in the Easterly line of said Survey No. 3151, thence with said line South 36¼° E. 152½ poles to the beginning, containing Two Hundred and Nineteen and one half (219½) acres of land, and being part of said Survey No. 3151,"
Parcel 5:- "Part of Survey No. 7022, beginning at two sugar trees and a dogwood in the line of Dougerfields Survey No. 3457, one of the original corners of said Survey, and corner to Massie's Survey No. 14602; thence with the original line of said Survey, No. 7022, correcting the course thereof, South 36° E. 360 poles to a dogwood and two sugars, the original corner; thence North 54° E. 334 poles to a stake and three ironwoods; thence North 36° West 360 poles to a stake in the line of Joseph Spencer's Survey No. 12384 from which a beech tree 30 inches in diameter leans South 75° East 26 links; thence with the line of Spencer and Dougerfield's said Surveys, South 54° West 334 poles to the beginning containing Seven Hundred and Fifty Acres, be the same more or less, said tract, being the parcel of land set off and assigned to Henry Massie in a certain proceeding in partition in the Court of Common Pleas of said Union County, wherein Henry Clay King was petitioner and Henry Massie and others were defendants, at the term, 1855 of said Court as will appear by Book No. 7, page 362, of the records of said Court."
Parcel 6:- "Being Survey No. 14602 beginning at a sugar tree, dogwood, and ironwood, Southwesterly corner to Rice Hoggard's Survey No. 7022, thence with his line North 37° 30' W. 356 poles to two sugar trees and a dogwood, corner to his Survey, and in the line of William Dougerfields Survey No. 3487; thence with his line and course thereof South 53° W. 18 poles, passing said Dougerfield's corner at 15 poles to a stake in the line of Mary Vance's Survey No. 12308; thence South 37° 30' E. 356 poles to a stake; thence North 53° E. 18 poles to the beginning, being the same premises granted to said Henry Massie by the United States by Patent bearing date March, 10th, 1848, and containing Forty Acres, be the same more or less, together with all privileges and appurtenances to the same belonging."
Parcel 7:- "Part of V. M. Survey No. 3487, beginning at a stone near a large white oak (dead) (two beeches and sugar gone) Southerly original corner to said Survey; thence N. 34½° W. 27 32/100 poles to a stake in the original Survey line and in the center of the traveled track of the A. & G. W. Railroad (now the N. Y. P. & O. Ry); thence with the center of said traveled track N. 37½° E. 20 9/10 poles to a stake in the original Survey line, and in the center of said traveled track; thence with the original survey line S. 36° E. 9 4½ poles to the Easterly original corner of said Survey (two hickories and two beeches gone); thence with the original Survey line S. 55½° W. 20 2½ poles to the beginning, containing Seventy-seven Acres, more or less." Excepting therefrom that part of said land heretofore conveyed by Geo. A. Buckner and wife, to the said A. & G. W. Railway

Co. (now the N. Y. P. & O. Ry); also about one and one half acres sold to Crary, 16 acres sold to D. M. Lenhard; 24 7/10 sold to J. H. Wells; 33¼ acres sold to Orsemus Poling; 1 acre sold to Alexander Smith; and 11 acres sold to C. H. Martin, in all 83 acres, more or less together with the privileges and appurtenances to the same belonging.

The Plaintiff further allegs that said mortgage deed contained a condition in substance as follows:- "Whereas the said Giddings and Cummings are indebted to said Bank in the sum of Eighteen Thousand Dollars ($18000.) evidenced by their notes held by said Bank, and whereas by agreement said notes will be renewed from time to time, and said indebtedness reduced by the payment of one half in one year, and balance in two years from date, now if said Giddings and Cummings shall pay said indebtedness with interest as above set out, then this mortgage is to be void, otherwise the same shall remain in full force and virtue."

The plaintiff allegs that by reason of the non-payment of said indebtedness and interest or any part thereof, the said Mortgage Deed has become absolute; that on the 6th day of February, 1893, at 10:50 o'clock A. M. the said Mortgage deed was delivered to the Recorder of said Union County for record, and was by him duly recorded on the 20th day of February, 1893, in Vol. 31, of the Record of Mortgages, Page 622,

The Plaintiff also allegs that said defendant, C. H. Gale, claims some interest in the real estate herein described by virtue of two mortgages; one dated May, 12th. 1894, given by Charles R. Smith, Florella Stockley, Esther T. Hatch and husband, and Catherine Smith, (said mortgages were both recorded May, 12th, 1894) and securing a note for the sum of Seven Thousand Five Hundred & Fifty Dollars ($7550.) and one other mortgage for the sum of Thirty-nine Hundred & Fifty Dollars, ($3950.) and signed by F. S. Giddings & Company. The real estate described in said two mortgages comprises the two thirds of all the lands described in this petition; but both said mortgages are inferior to the mortgage of plaintiff herein described, and said C. H. Gale is made a defendant to answer, and set forth his claim or be forever barred,

The plaintiff further allegs that when the real estate described in the said mortgage was purchased by Robert Smith, Frederick S. Giddings, Theodore A. Phillipps and John M. Osborn, the interest purchased by said Osborn, and paid for by him was an undivided one-sixth part, but in the deed to said parties his interest was not designated as one-sixth; but the grantees were named as above set out, and apparently the legal title to the undivided one-fourth part was vested in John M. Osborn; that said Osborn in his life time sold his interest in said lands to Frederick S. Giddings and Joseph H. Cummings, and he executed a deed to them of one undivided sixth part and was paid therefor in full, and that was all his interest in said land, Said John M. Osborn, is now deceased, and left surviving him his widow, Harriett C. Osborn, George C. Osborn, Charles F. Osborn, and John M. Osborn, his children, and only heirs at law, and they are made parties hereto so that the title to said premises may be quieted as against them,

The plaintiff further allegs that Joseph H. Cummings died and left surviving him, his widow, Fannie S. Cummings, and Robert S. Cummings and F. Isabelle Cummings, his only children and heirs at law, and they are made parties to answer what objection, if any, they have to the

foreclosure of said mortgage,

The defendants, Theodora Phillips, Dwight A. Phillips, his wife, Charles R. Smith, Kittie Smith, Catherine E. Stockly, Esther T. Hatch, Alvan T. Hatch, Fannie S. Cummings, are the owners of the undivided interest in said land, other than the undivided interest covered by plaintiff's mortgage, and they are made parties hereto, to set up any adverse interest they may claim as against the plaintiff's mortgage. The defendant J. B. Robinson, claims some interest in the said premises by virtue of a lease of said lands, which, however is subordinate to plaintiff's said mortgage, and he is made a defendant, to answer and set up his interest, if any, or be barred.

Therefore the plaintiff prays that the Court may determine the amount due it upon said note, and render judgment therefor; that said mortgage deed may be foreclosed, the said premises ordered to be sold and the proceeds applied in payment of said debt, and for all proper relief.

F. A. Thompson, Atty for Plaintiff.

State of Ohio, Lucas County ss.

Before me H. S. Woodbury, a Notary Public in and for said County, personally came I. E. Knisely, and being duly sworn upon his oath says that he is the President of The Northern National Bank, and that he believes the allegations contained in the foregoing petition to be true,

I. E. Knisely, Pres.

Subscribed and sworn to by said I. E. Knisely, President as aforesaid, this 1st day of July, A. D. 1901. — H. S. Woodbury, Notary Public. Lucas County, Ohio.

To the Clerk:- Precipe

Issue summons in the above entitled action directed to the Sheriff of Union County, Ohio, against B. J. Robinson,

Theodora Phillips and Dwight A. Phillips directed to the Sheriff of Montgomery County, Ohio, returnable according to law,

F. A. Thompson,

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We the undersigned defendants, hereby waive the issuing and service of summons in the above entitled action, and enter our appearance thereto.

By our Atty Charles R. Smith,

Charles R. Smith

Kittie Smith
Esther T. Hatch
Alvin T. Hatch
Katherine E. Stockly
L. H. Gale
Frederick S. Giddings
Mary Giddings
Theodora A. Phillips
Harriett C Osborn
George C. Osborn
C. F. Osborn
J. M. Osborn Jr.
Fannie S. Cummings
Robert S. Cummings
F. Isabelle Cummings.

7965 Summons. Issued

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Summons.

Issued Aug 6th, 1901. Returned and Filed Aug, 8th, 1901.
The State of Ohio, Union County ss. —— To the Sheriff of Union County, Ohio:-
You are hereby commanded to notify B.J. Robinson, that he has been sued by The Northern National Bank of Toledo, O, in the Court of Common Pleas of Union County and must answer by the 7th day of Sept. A.D. 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 19th day of Aug. A.D. 1901.
Witness my hand and the seal of said Court this 6th day of August A.D. 1901.
(Seal) Chas C. Smithorwood, Clerk
By Minnie Smithorwood, Deputy.

Sheriff's Return.

The State of Ohio, Union County ss.
Received this writ Aug. 7th, A.D. 1901, at 10 o'clock P.M. and served same by delivering personally to B.J. Robinson a true and certified copy of this writ with all the endorsements thereon Aug 8th, 1901.
Sheriff's Fees:- Service & return $.60 miliage $.16 copy $.10 Total $.86
S. F. Burnham, Sheriff,
By Allen Haines, Deputy.

7965
Entry

The Northern National Bank of Toledo, O.
Vs. Court Common Pleas, Union County, Ohio.
Frederick S. Giddings et. al. Filed Sept. 16th, 1901.

This day this cause came on to be heard upon the petition of plaintiff, the defendants, Frederick S. Giddings and Mary Giddings Fannie S. Cummings, Robert S. Cummings, and T. Isabelle Cummings, Harriett C. Osborn, George C. Osborn, Charles F. Osborn, and John M. Osborn, C. H. Gale Theodore A. Phillips, Dwight S. Phillips, Charles R. Smith, Katherine Smith, Catherine Stockly, Esther G. Hatch, and Alvin T. Hatch, having each waived the issuing and service of summons in the above entitled action, entered their appearance thereto, and the said defendant J.B. Robinson, having been duly and legally served with summons herein, and each having due and legal notice of the pending of this suit, and each and all of the defendants 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 J.B. Robinson, confessed to be true, and that there is due the said plaintiff on the notes and mortgage set up in the petition with interest at the rate of eight per cent payable annually from maturity to this 16th day of September, 1901, the sum of $2478.70

The Court further find that in order to secure the payment of said notes set up in said petition said Frederick S. Giddings and Mary Giddings, his wife Joseph H. Cummings (who has since deceased) and Fannie S. Cummings, his wife executed and delivered to the plaintiff the mortgage deed in the petition described and on the undivided one half (½) of the premises therein described, that said mortgage was duly recorded in Mortgage Record No. 31, Page 622 et. seq. in the office of the County Recorder in and for Union County, Ohio, and is a valid and subsisting, and (excepting the taxes) the first and best lien on the undivided one half (½) of said premises described in the petition. The Court further find that the conditions of defeasance in said mortgage have been broken, and

that plaintiff is hereby entitled to have said mortgage foreclosed, and said premises (excepting that tract or parcel of land sold and conveyed by said Frederick S. Giddings and Mary Giddings, his wife, J. H. Cummings, and Fannie S. Cummings, his wife, Charles R. Smith, Katherine Smith, Esther G. Hatch, and Alvin T. Hatch, her husband, and Lula Stockley, Theodore A. Phillips and Dwight S. Phillips, his wife, to E. H. Wells on the 7th day of November, 1894, and which is described as follows: viz:- Situate in Allen Township Union County, Ohio, and in Surveys Nos. 14602 and 7022, Beginning at a stone at the southwest corner of said Surveys Nos. 14602 and 7022, N. 57° 30' E. 30 4/100 poles to a stake corner to Edgar H. Wells land; thence with the South line of said Wells land, N. 32° 30' W. 38 poles to a stake corner to said Wells land; thence with the North line of said Wells land, "prolonged" S. 32° 30' W. 30 4/100 poles to a stone and brick in the West line of Survey No. 14602; thence with said Survey line S. 32° 30' E. 38 poles to the place of beginning, Containing 7 29/100 acres more or less, being 3 acres in Survey No. 7022 and 4 29/100 acres in Survey No. 14602, which is released from the operation of said mortgage, sold to pay the unpaid indebtedness secured by said mortgage, It is therefore considered, adjudged, and decreed that unless said defendants named in said petition or either of them, shall within three 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 $24,781.70 with interest from the 16th day of Sept, 1901 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 thereafter 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 News paper is hereby dispensed with.

7765
Order of Sale

Issued Oct. 10th, 1901. Returned and filed Nov. 18th, 1901.
The State of Ohio, Union County, Ohio, 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 16th day of Sept. 1901, The Northern National Bank of Toledo, Ohio, obtained a judgment and decree against Frederick S. Giddings et. al. for the sum of Twenty-four Thousand Seven Hundred and Eighty-one and 70/100 Dollars, and Twenty-five Dollars costs of suit, and whereas it was then and there, by said Court ordered, adjudged and decreed, that the said Frederick S. Giddings et. al. within three days from the 16th day of September, 1901, pay unto the said The Northern National Bank of Toledo, Ohio, the said sum of Twenty-four Thousand Seven Hundred and Eighty-one and 70/100 Dollars with interest from the 16th day of Sept. 1901, 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 $24.781.70 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

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Legal Notice

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to the Statute regulating judgments and executions at law, the following lands & tenements, situate in Union County, Ohio, to-wit:- The undivided one half (½) of the following described real estate, situate in the townships of Allen and Liberty, in the County of Union, in the State of Ohio, and bounded and described as follows, to-wit:- (Description same as in Petition in this case.) ——————————————,

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 10th day of Oct. A.D. 1901.

(Seal) Chas Truhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Union County ss.

Sheriff's Fees:-

Service	$.30
Levy	$.30
Sum. Appraisers	.30
Swearing "	.30
Writing Appraisal	.30
Copy of "	.30
Notice to Printer	1.00
Affidavit " "	.30
Writing Notice	.30
Mileage	2.00
Poundage	118.72
Return	.30
Deed	2.00
Total	$126.42
Appraisers Fees	$3.00
Printers Fees	56.25

Received this writ the 10th day of Oct. A.D. 1901, and on the 14th day of Oct. A.D. 1901, I called an inquest of F.A. Robinson G.W. Reams, and A. Smith, 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) $17808.00 under their hands and seals a copy of which I forthwith deposited with the Clerk of the within named Court, Thereupon I caused public notice of the time and place of sale of said Real Estate to be given for more than Thirty days (to-wit: five consecutive week(s) 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 16th day of November, A.D. 1901, at the door of the Court House in Marysville, Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice, I offered the within described real estate at public auction; and there and there struck off and sold the same to The Northern National Bank of Toledo, Ohio, for the sum of Eleven Thousand Eight Hundred and Seventy-two Dollars, ($11872.00) being the highest bidder therefor and the said sum being two-thirds of the appraised value.

S.F. Burnham, Sheriff.

7965
Legal Notice

The Northern National Bank of Toledo, Ohio,
Vs.
Frederick S. Giddings et. al.

Sheriff's Sale.

Court Common Pleas, Union County, Ohio.
(Filed Nov. 18th, 1901) 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, November 16th, 1901, at or about the hour of 1 o'clock P.M. on said day, the undivided one half of the following described real estate, situated in the Townships of Allen and Liberty, in the County of Union,

in the State of Ohio, and bounded and described as follows, towit:-
(Description the same as in the petition in this case.) ——————.
Appraised at $17808.00.
Terms of sale, Cash.
S.F. Burnham, Sheriff of
Union County, Ohio.

The State of Ohio, Union County ss.
The undersigned, being duly sworn says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with Oct. 16th, 1901.
H. O. Shearer.
Sworn to and subscribed before me, this 18th day of November 1901. — Printer's Fees $36.25.
(Seal)
Chas Funhorwood Clerk.

7965 Entry

The Northern National Bank,
Vs.
Frederick S. Giddings et. al.

Court Common Pleas, Union County, Ohio.
Filed Nov. 18th, 1901.

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law, and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed, And it is further ordered that the said Sheriff convey to the purchaser, The Northern National Bank (of Toledo) 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 that out of the proceeds of said sale, the said Sheriff pay the costs of this action taxed at $——.
And the Clerk of this Court is ordered to enter cancellation of Mortgage given by Frederick S. Giddings et. al. to this Plaintiff on Jan. 23rd, 1893, on the Records of same in Recorder's Office of Union County, Ohio.

Attest.
Chas Funhorwood,
Clerk.

7805 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 Hon. Duncan Dow, Judge of said Court of the term of Sept. A. D. 1901.

Be it remembered that heretofore, towit, on June 30th, 1900, G. H. Beck filed with the Clerk of said Court the following petition, towit:-

G. H. Beck — Plaintiff.

7805 Petition

vs. Court Common Pleas, Union County, Ohio,

Binia B. Davis and W. C. Fullington — Defendants

The plaintiff says, that on the 22nd day of July, A. D, 1899, one Caroline M. Beck, now deceased, and who was the widowed mother of both plaintiff and defendant herein, by her deed of that date, duly executed and acknowledged, conveyed to plaintiff all her right, title and interest in the following described premises, towit:- "Situate in the County of Union, in the State of Ohio, and in the Village of Marysville, and part of Survey No. 3357, beginning at a stone in East Fifth Street, at Northwest corner of Charles S. Mullin's property; thence south 10 poles to a stake; thence west 4 poles to a stake; thence north 10 poles to a stake in the south line of East Fifth Street; thence with the line of said Street 4 poles to the beginning, being one fourth of an acre more or less." —— Also the following described property in said County, State and Village aforesaid;- Beginning at a stone and bricks in the line of East Fifth Street, N. W. corner to Thomas Bancrofts lot; thence with the West line of said lot S. 2° W. 12 poles to a stone and bricks S. W. corner to said Thomas Bancrofts and in the N. line of E. R. Southwick's lot; thence with said line of said lot 80° W. 3½ poles to a stone and brick; thence N. 2° E. 12 poles to a stone and bricks in the South line of said East Fifth Street; thence with said line S. 88° E. 3½ poles to the beginning, containing one-fourth (¼) of an acre more or less."

That afterwards, towit, on the 15th day of May, A. D, 1900, the plaintiff herein by deed of that date duly executed and acknowledged, conveyed to the defendant, an undivided one-half (½) interest in both premises above described, The plaintiff therefore has an undivided half interest in said premises, and the defendant has a similar estate of an undivided half interest therein, No dower estate is involved. Plaintiff says that said W. C. Fullington is the owner and legal holder of a mortgage lien on said premises, The plaintiff desiring to hold his said interest in severalty therefore prays, that said W. C. Fullington be required to state the nature, extent and amount of his lien, if any he has, and that partition be made of said premises according to the respective rights of the parties herein, or if the same cannot be equitably divided, the said premises may be sold, and the proceeds thereof be divided between the parties according to their respective rights, and for such other and further relief as in law and equity he may be entitled to.

Porter & Porter, Attys for Plaintiff.

G. H. Beck, the plaintiff herein, being sworn makes oath, that the facts stated in the foregoing petition, are true as he believes.

G. H. Beck.

Sworn to by G. H. Beck, before me, and signed by him in my presence this 30th day of June, A. D, 1900. (Seal) E. H. Porter, Notary Public Union County, Ohio.

7805 Precipe

To the Clerk:-

Issue a summons upon the petition in the above entitled case, against the defendant, returnable according to law, Endorse: "Petition for Partition"- June 30th, 1900. Porter & Porter, Attys for Plaintiff.

Summons 7805

Issued June 30th, 1900, Returned and filed July 2nd, 1900.

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

You are hereby commanded to notify Buia B. Cavis and H. C. Fullington that they have been sued by G. W. Beck in the Court of Common Pleas of Union County and must answer by the 28th day of July A.D, 1900, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 9th day of July. A.D, 1900. Witness my hand and the seal of said Court this 30th day of June A.D, 1900 — (Seal) J. W. Gorrell- Clerk.

Sheriff's Return.

The State of Ohio, Union County ss,

Received this writ July 2nd, A.D, 1900 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 H. C. Fullington personally, to Buia B. Cavis by leaving a copy at her usual place of residence on July 2nd, 1901,

Sheriff's fees:- Service & return .65 mileage .16 copy .30 Total $1.11

J. Ed. Robinson, Sheriff.

7805 Answer & Cross petition

G. W. Beck

Vs.

Buia B. Cavis et. al.

Court Common Pleas, Union County, Ohio.

Filed Oct. 2nd, 1901,

Now comes H. C. Fullington, Cashier of The Bank of Marysville, and says that said Bank of Marysville, is duly authorized to do banking business under the laws of Ohio, and for the answer and cross petition of said Bank, says, that its action is founded upon a promissory note of which the following is a true copy." — Marysville, O, Aug. 5th, 1899.

$300— One year after date as principle debtors, we jointly and severally promise to pay to the order of The Bank of Marysville, Three Hundred Dollars, for value received, with 8% interest payable semi-annually. Witness our hands and seals this 5th day of Aug, 1899. — G. W. Beck —

Witness to Caroline M. Beck - R. L. Woodburn. Caroline M. (her mark) x Beck"

There are no credits upon said note. There is due upon said note the sum of Three Hundred Dollars, with right per cent interest from Aug 5th, 1899, and the interest on the Twenty-four Dollars, due as interest from Aug. 5th, 1900, payable semi-annually from date of note as described in said note.

The plaintiff says that said defendants, G. W. Beck and Caroline M Beck at the time of the execution and delivery of said note and to secure the payment of the same executed and delivered to plaintiff, a mortgage deed and thereby conveyed to said plaintiff the following described premises situated in the County of Union and in the State of Ohio, in the Town of Marysville, in Survey No. 3357, and bounded and described as follows:- Beginning at a stone in East Fifth Street at Northwest corner of Chas. L. Mullen's property; thence South 10 poles to a stake; thence West 4 poles to a stake; thence N. 10 poles to a stake in the South line of said East Fifth Street:- thence with the line of said East Fifth Street to the Beginning, being one fourth (¼)

7805 Entry

7805 Entry

of an acre more or less, and being same premises conveyed by Jas. Davis and wife to C. M. Beck as shown by deed recorded in Vol. 38 Page 72, Record of Deeds, Union County, O." — Also the following tract:- Beginning at a stone and brick in the line of East Fifth Street, northwest corner to Thomas Bancroft's lot; thence with the west line of said lot, S. 2° West 12 poles to a stone and brick, S.W. corner to said Thomas Bancroft lot, and in the North line of E.R. Southwick's lot; thence with said line of said lot N. 88° W. 3½ poles to a stone and brick; thence N. 2° E. 12 poles to a stone and brick in South line of said East Fifth Street; thence with said line S. 88° E. 3½ poles to the beginning, containing one fourth of an acre, more or less, and being same property conveyed to Caroline M. Beck by Richard Bancroft by deed recorded in Vol. 41 Page 505, Union Record of Deeds," That on the 5th day of August, 1899, at 1:25 o'clock P.M. said mortgage deed was delivered to the Recorder of said County for record, and was by him duly recorded, on the 14th day of August, 1899, in Vol. 36 page 435, Record of Mortgages in said County.

The said Bank of Marysville by its duly authorized agent or Cashier of said Bank says, that the said G.W. Beck, and Caroline M. Beck have wholly failed to pay said mortgage indebtedness, and that there is therefore due said Bank of Marysville from the said G.W. Beck and Caroline M. Beck, the sum of Three Hundred Dollars, with 8% interest from Aug. 5th, 1899, interest to be paid semi-annually. The conditions of said mortgage deed have been broken, and the same has therefore become absolute.

Wherefore the said Bank of Marysville asks judgment against the said G.W. Beck and Caroline M. Beck for the sum of Three Hundred Dollars with 8% interest from Aug. 5th, 1899, interest payable semi-annually, that said mortgage deed be foreclosed, the said premises sold and the proceeds applied in payment of said debt, and for all proper relief. The said Bank says that their claim is the first and best lien upon said premises,

Robinson & Woodburn,
Attys for Pltff.

State of Ohio, Union County ss,

F.C. Fullington being first duly sworn says that the facts and allegations as are set forth in his answer and cross petition, are true as he verily believes,

F.C. Fullington, Cashier.

Sworn to before me and signed in my presence this 2nd day of Oct. 1900. (Seal)

F. A. Thompson, Notary Public.

7805 Entry

G.W. Beck.
Vs.
Buia B. Davis et al.

Court Common Pleas, Union County, Ohio.
Filed Oct. 2nd. 1900

Now comes the Bank of Marysville, and asks the Court to be made party defendant in the above cause, and to file answer and Cross-petition instanter, Whereupon the Court grants to said Bank of Marysville leave to file its answer and Cross-petition and the same is hereby filed.

7805 Entry

G.W. Beck
Vs.
Buia B. Davis et al.

Court Common Pleas, Union County, Ohio.
Filed Feb. 5th, 1901

Now comes the parties herein by their Attorneys.

and thereupon this cause came on to be heard upon the petition, the answer of H.C. Fullington one of the two defendants, and the evidence, and it appearing from the said answer that the said defendant admits the truths of the petition, The Court further find that said defendant, Bina B. Cavis, has had due legal notice of the pendency and demand of said petition and that she is in default for answer and demurrer; and that the said petition is thereby confessed by her to be true; Thereupon the Court find that the plaintiff S.N. Beck is seized of, and has a legal right to the undivided one half part of the estate described in the petition and is entitled to have partition made of said premises; that the defendant Bina B. Cavis is a tenant in common with the said plaintiff in the said premises in the following proportions, to-wit; the said Bina B. Cavis is seized of, and has a legal right to the undivided one-half part thereof, and the said H.C. Fullington has a mortgage lien on said premises as alleged in his answer filed herein, And no reason appearing why partition should not be made, It is therefore ordered, adjudged, and decreed that partition of said estate be made; and that an order issue to the Sheriff of said County of Union commanding him that by the oaths of S.N. McCloud, A.E. Plate and J.B. Norris three judicious and disinterested freeholders of the vicinity, who are not of kin to either party, and who are hereby appointed Commissioners for that purpose, and that by the oaths of the said named Commissioners he cause to be set off and divided to the said plaintiff, and the said defendant, Bina B. Cavis, the part and proportion of the said estate to which they are herein before severally found entitled. And it is ordered that if in the opinion of the said Commissioners, said premises cannot be divided by metes and bounds without manifest injury to the value thereof, they appraise the same as a whole, and of his proceedings herein, the said Sheriff is ordered to make due return without unnecessary delay.

7805
Writ of Partition

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

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January Term, A.D. 1901, in a civil action therein pending for partition, wherein S.N. Beck, the plaintiff and Bina B. Cavis and H.C. Fullington the defendants, you are hereby commanded, that by the oaths of S.N. McCloud, A.E. Plate and J.B. Norris, 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 County of Union in the State of Ohio, and in the Village of Marysville and part of Survey No. 3357, Beginning at a stone in East Fifth St. at Northwest corner of Charles S. Mullins property; thence S. 10 poles to a stake; thence W. 4 poles to a stake; thence N. 10 poles to a stake in the South line of said East Fifth St.; thence with the line of said Street to the beginning being one fourth of an acre more or less."

Also the following described property in said County, State and Village aforesaid; Beginning at a stone and bricks in the line of East Fifth Street, N.W. corner to Thomas Bancroft's lot thence with the West line of said lot S 3° W 12 poles to a stone and bricks S.W. corner to said Thomas Bancroft's lot; and in the North line of E.R. Southwick's lot; thence with said line of said lot 80° W. 3½ poles to a stone and bricks in the South line of said East Fifth Street; thence with said line S. 88°

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E. 3½ poles to the brginning; containing one-fourth (¼) of an acre more or less," among the persons named herein, and in the following proportions, towit- To G.H. Beck one equal one half part; To Bina B. Davis one equal one half part; but if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. Witness my hand and the seal of said Court of Common Pleas at the Court House in Marysville, this 18th day of April, A.D. 1901.

(Seal) Alex Funkhouser, Clerk

Sheriff's Fees:-

Service	$.30
Mileage	.16
Executing Writ	1.50
Swearing Com.	.30
Report "	.30
Return	.30
Total	$2.56

Commissioners Fees.

S.N. McCloud	$1.00
A.E. Plate	1.00
J.B. Norris	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 S.N. McCloud, A.E. Plate and J.B. Norris causing said partition to be made as will appear by the Report of the Commissioners herewith returned.

Given under my hand this 10th day of April, A.D. 1901.

S.F. Burnham, Sheriff.

Commissioners' Report.

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, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at $1800.00.

Given under our hands this 19th day of April A.D. 1901. — S.N. McCloud, A.E. Plate, J.B. Norris } Commissioners

7805 Entry

G.H. Beck vs. Bina B. Davis et.al.

Court Common Pleas. Union County, Ohio.

Filed May 1st. 1901.

This day this cause came on for hearing upon the return of the Sheriff and the Report of the Commissioners heretofore appointed herein, and on the motion to confirm said report; and the said report is hereby approved and confirmed and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, said Commissioners returned their appraisement of said premises in the sum of $1800, and neither party electing to take said premises at the appraised value thereof, it is ordered that the same be sold at public auction, and it is further ordered that an order issue for that purpose to the Sheriff of this County, commanding him to advertise, and sell the same according to law, and it is further ordered that he bring the proceeds of said sale into Court, subject to the further order of the Court in that behalf.

7805 Order of Sale

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

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the April Term A.D. 1901, in a certain petition for partition now pending in said Court, wherein G.H. Beck, petitioner and Bina B. Davis et.al. Respondents, we command you that without delay you proceed to sell at public

auction the lands and tenements in said petition, described, towit:- Situate in the County of Union and State of Ohio, and in the Village of Marysville, and part of Survey No. 3357; beginning at a stone in East Fifth Street at the North West corner of Charles S. Mullins property; thence South 10 poles to a stake, thence W. 4 poles to a stake; thence North 10 poles to a stake in the South line of said East Fifth Street; thence with the line of said Street 4 poles to the beginning, being one fourth of an acre more or less."
Also the following described property in said County, State and Village aforesaid, Beginning at a stone and bricks in the line of East Fifth Street, N. W. Corner to Thomas Bancroft's lot; thence with the West line of said lot, S. 2° W. 12 poles to a stone and bricks S. W. corner to said Thomas Bancroft's and in the North line of E. R. Southwick's lot; thence with said line of said lot, 80° W. 3½ poles to a stone and bricks; thence N. 2° E. 12 poles to a stone and bricks in the South line of said East Fifth Street; thence with said line South 88°, East 3½ poles to the beginning, containing one fourth (¼) of an acre more or less". - Appraised at $1800, 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 Marysville this 4th day of May A. D. 1901. — Chas Funhorwood, Clerk.

Sheriff's Fees.

Service	$.30
Copy to Printer	$.30
Poundage	$13.86
Return	.30
Total	14.76
Deed	2.00
Stamp	1.00
Total	3.00
Printers Fees	$16.00

Sheriff's Return.

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio, and on the 8th day of June A. D. 1901, at 10 o'clock P. M. on said day, at the door of the Court House in said County, I offered for sale at public auction, the lands and tenements described in this writ. — Bina Beck Cavis having bid the sum of $1801, said sum being more than two thirds of the appraised value; and she being the highest and best bidder was declared the purchaser.

S. F. Burnham, Sheriff, Union County, O.

7805 Entry

G. N. Beck
Vs.
Bina B. Cavis et al.

Court Common Pleas, Union County, Ohio.
Filed July 1st. 1901.

This day this cause came on to be heard, upon the return of the Sheriff of the sale of the real estate, as made by him in this case, and upon motion of the parties, the Court examined said proceedings of said Sheriff of said sales, and finds the same in all respects correct, and do approve and confirm the same, and upon the down payments the Sheriff is ordered to make to each purchaser a deed for the property respectively bid off by each, the payments to be made by said purchasers to be ⅓ down, ⅓ in one year and ⅓ in two years, with interest according to law, for the property, the same to be secured by mortgages on the property purchased by each respectively, The Sheriff after paying the costs of Court, and the taxes now due on the premises, is ordered to retain the balance of said monies and securities, until the further order of this Court.

7805 Legal Notice

G. N. B
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7805 Entry

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7805
Legal Notice

G. N. Beck
Vs.
Buia B. Cavis et. al.

On order of Sale in Partition.
Court of Common Pleas, Union County, Ohio
Filed Sept. 5th, 1901,

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 8th, 1901, at or about the hour of one o'clock P. M. on said day, the following described real estate, towit:- Situated in the County of Union, and State of Ohio, and in the Village of Marysville, and part of Survey No. 3357, Beginning at a stone in East Fifth Street at the Northwest corner of Charles L. Mullin's property; thence South 10 poles to a stake; thence west 4 poles to a stake; thence North 10 poles to a stake in the South line of said East Fifth Street; thence with the line of said street 4 poles to the beginning, being one fourth of an acre more or less."

Also the following described property in said County, State and Village aforesaid Beginning at a stone and bricks in the line of East Fifth Street, northwest corner to Thomas Bancrofts lot; thence with the west line of said lot, S. 2° W. 12 poles to a stone and bricks, southwest corner to said Thomas Bancrofts and in the north line of E. R. Southwick's lot; thence with said line of lot 80° W. 3½ poles to a stone and brick; thence N. 2° E. 12 poles to a stone and bricks in the South line of said East Fifth Street; thence with said line South 88° East 3½ poles to the beginning," Appraised at ($1800) Eighteen Hundred Dollars, — Terms of Sale:- ⅓ in cash, ⅓ in 1 year, and ⅓ in 2 years, secured by mortgage on the premises, with interest on deferred payments from day of sale. — S. F. Burnham 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 four consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with May 8th, 1901. H. O. Shearer.

Sworn to and subscribed before me this 5th day of Sept. 1901,

Printers Fees $18.00 (Seal) Chas. Truborwood, Clerk

7805
Entry

G. N. Beck
Vs.
Buia B. Cavis et. al.

Court Common Pleas, Union County, Ohio.
Filed, Sept. 23rd, 1901,

This day this cause came on further to be heard on the question of the distribution of the proceeds of the sale of said real estate in this cause, so made by the Sheriff in this cause, and the Court being further advised in the premises find that the entry heretofore made herein and entered upon Journal No. 19 Page 250, and filed July 1st. 1901, of the Records of this Court, That said entry and order should be modified in this particular, towit:- That instead of the Sheriff being "ordered to make to each purchaser a deed for the property respectively bid off by each", the Court finds that the entire property was bid off by and sold to said Buia B. Cavis, and the said deed should be made by the Sheriff of the entire premises so sold to her, and the Sheriff is now ordered to make to the said purchaser, Buia B. Cavis, the defendant in this cause a good and sufficient deed for the property so bid off and sold to her, and for that purpose and to that extent the said Entry on Journal No. 19 of this Court Page 250, be and the same is hereby modified and changed, so far

that the said Sheriff is ordered to deed to the said Buia B. Cavis all of said property so sold, And it is further found by the Court that the said Buia B. Cavis, and G. M. Beck in order to save the expense of the appointment and the service of an administrator for the estate of said Caroline M. Beck, that the said G. M. Beck and Buia B. Cavis have agreed that the debts of the estate of Caroline M. Beck, who is now deceased, and from whom said estate came shall be paid out of the proceeds of said sale of real estate, and the Court find from the agreement of said parties and from the evidence that the following are the debts of said estate of Caroline M. Beck, deceased, to-wit:- Said estate is indebted to Joseph Cartmell in the sum of $10, To Plate & Fry $9.08, To E. F. Sawyer $7.50, To H. J. Cartanino $100.00, To Mullen & Son, $8.00 To John Auer $9.86, To Jack Bright $1.00, To Robert Patterson $2.00, To John Lowe $6.00, To J. H. Ryan $4.00, To Dr. Buffington $30.00, To N. E. Liggett $2.71, which said debts of Caroline M. Beck the Sheriff is authorized and required to pay out of said proceeds of sale, and also the costs and fees of this proceeding including the Attorney fee of $ — to Porter & Porter for their services in this cause, and also the sum of $10. to Porter & Porter for extra professional services in this cause, And the Court further finds by said agreement that the mortgage claim of The Bank of Marysville, is to be paid from the share of said Buia B. Cavis, and finds that the amount is $355.80 which amount the Sheriff is ordered to pay out of said proceeds, all of which amounts to be paid by said Sheriff out of said proceeds is $571.76 and the Court find that after all said sums of money are paid, that there is to be distributed to the Plaintiff G. M. Beck $ 618.57, and to the said Buia B. Cavis, $ —.

Attest:
Chas Pinkerwood,
Clerk

7946
Petition

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 Hon. Duncan Dow, Judge of said Court of the term of September, A.D. 1901,

Be it remembered that heretofore, towit, May 25th, A.D, 1901, the following petition was filed with the Clerk of said Court, towit:-

Harmon H. Baxley, Guardian of
7946 John A. and Lewis C. Baxley, idiots,
Petition Vs. Court Common Pleas, Union County, Ohio,
Martha E. Stansfield, Emily R. Lockwood, William H. Baxley
and Catherine Baxley, his wife, John A. and Lewis C. Baxley, idiots, and F. S. Gibson.

Plaintiff says that he is the duly appointed, qualified and now acting Guardian of the persons and estate of the said John A. Baxley and Lewis C. Baxley, idiots, by letters from the Probate Court of Union County, Ohio.

Plaintiff further says that by the last will and testament of one George H. Baxley, late of said County, deceased, and father to his said wards, and which last will and testament was duly admitted to Probate in said County on the 29th day of January, 1877, and was recorded in Will Book "B" Page 367 of the records of Wills of said County of Union and State of Ohio, That by said last will and testament the following lands, tenements and hereditaments were set aside that the rents and profits might be used for the support of the weak-minded children, towit:- his said wards, the said John A. and Lewis C. Baxley That said lands consisted of three several tracts and a town lot in Newton, Ohio, That the three several tracts have been sold under a former order of this Court, That there still remains in the hands of this Trustee, the following land and tenement, towit: Being all of in Lot No. 11, in the village of Newton, Union County, Ohio, and which was purchased of D.T. Paul by the said George H. Baxley, dec'd, for a more perfect description, thereof reference is hereby made to the recorded plat of said Village. That by the conditions of said last will and testament of the said George H. Baxley, dec'd, said lands were to be held in trust for the maintenance of these said wards, and one Charles A. Baxley, a minor, and Catherine C. Baxley, widow of the said George H. Baxley dec'd, and who has since died, thereby divesting said estate of said dower estate of the said Catherine C. Baxley, That it is a condition of said will that the rents and profits of said lands were to be used for the maintenance of the said Catherine C Baxley, Charles A. Baxley, John A. Baxley and Lewis C Baxley, with a survivorship over in favor of the survivor and that the primary object of said will is the maintenance of the said weakminded children of the said George H. Baxley, dec'd, That the said Charles A. Baxley has by deed alienated all his right, title and interest in and to the above described lands to the defendant, F. S. Gibson, That it is provided in said will that at the death of the said John A, Lewis C, and Charles A. Baxley said lands descend to the living children of his first wife, towit, the ones now living being the defendants, Martha E Stansfield, Emily R. Lockwood, William H. Baxley and your petitioner Harmon H. Baxley, but excluding the grandchildren of his first wife from any share in the said estate. That the building on said lot has become old and worthless and affords no rent, and that it will cost a great amount of money to place the same in con-

dition to yield any rents, That conditions have arisen, not contemplated by said testator at the time of the making said will, and it will be for the best interest of all concerned that said lands be sold and the money arising therefrom be held for the benefit of all parties concerned.

Therefore your petitioner prays that the said Martha E. Stansfield, Emily R. Lockwood, and William H. Baxley and Catherine Baxley, his wife, be made parties defendants, and that the said F. S. Gibson be required to set up the nature of his claim, and the relief that he expects, that this Plaintiff may be ordered to appraise and sell said premises and hold said funds subject to the order of the Probate Court of said County, and for all proper relief.

H. H. Merchant, Atty for Plaintiff.

State of Ohio, Union County ss,

Harmon H. Baxley, Guardian of John A. and Lewis C. Baxley, idiots, being first duly sworn, according to law says that the facts stated and allegations made in his foregoing petition are true, as he verily believes.

H. H. Baxley,

Sworn to before me and subscribed in my presence this 22nd day of May, A. D, 1901, (Seal) J. C. Hartshorn, Notary Public.

Precipe

To the Clerk of Court:- Issue summons for the defendant, Emily R. Lockwood, and for the defendants, John A. Baxley and Lewis C. Baxley, idiots, to the Sheriff of Union County, Ohio, returnable according to law, and for the defendants William H. Baxley and Catherine Baxley, his wife, to the Sheriff of Columbiana County, Ohio returnable according to law, Indorse said writs:- Action for the sale of lands by Guardian, and Equitable Relief -

H. H. Merchant, Atty for Plff.

7946 Summons

Issued May 25th, 1901,

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

You are hereby commanded to notify Emily R. Lockwood, John A. Baxley and Lewis C. Baxley, idiots) that they have been sued. By Harmon H. Baxley, Guard. in the Court of Common Pleas of Union County and must answer by the 22nd day of June A.D, 1901, or the petition of plaintiff will be taken as true and judgment rendered accordingly, You will make due return of this summons on the 3rd day of June A.D 1901,

Witness my hand and the seal of said Court this 25th day of May, A.D, 1901,

(Seal) Chas Sutherwood, Clerk

Sheriff's Return,

Received this writ May 25th, A.D, 1901, at 8 o'clock A. M, and served same by delivering personally to Emily R. Lockwood and Lewis C. Baxley, true and certified copies of this writ with all the endorsements thereon, and by leaving at the usual place of residence of John A. Baxley, a true and certified copy of this writ, with the endorsements thereon and by leaving at the usual place of residence of Harmon H. Baxley, Guardian of Lewis C. and John A. Baxley, certified copies of this writ with all the endorsements thereon, May 29th, 1901,

Sheriff's Fees:- Service and return $.60 additional deft .30 mileage $2.24 copy $.50 Total $3.67

S. F. Burnham, Sheriff

By Allen Hainer Deputy.

Summons ;946

7946 Answer and Cross Petition

7946 Affidavit

Summons
1946

The State of Ohio, Union County —— To the Sheriff of Columbiana County:-
You are hereby commanded to notify William H. Baxley and Catherine Baxley, his wife, that they have been sued by Harmon H. Baxley in the Court of Common Pleas of Union County, and must answer by the 22nd day of June, A.D. 1901, or the 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 June A.D. 1901. Witness my hand and the seal of said Court, this 25th day of May A.D. 1901. —— (Seal) Chas Rockwood, Clerk
Indorsements:- "In action for sale of land and equitable relief."
Sheriffs Return:- Received this writ May 27th, A.D. 1901, at 7 o'clock P.M. and served same by handing on the 29th day of May A.D. 1901, a certified copy of this writ with all the endorsements thereon to William Baxley and Catherine Baxley, his wife, each personally.
Sheriffs Fees — $1.21
S.D. Noragon, Sheriff
By F.C. Breidenstein, Deputy.

7946
Answer and Cross Petition

Harmon H. Baxley, Guardian &c,
Vs.
Martha E. Stansfield et. al.

Court Common Pleas, Union County, Ohio.
Filed, Aug. 1st. 1901.

Now comes the defendant, the said F. S. Gibson, and for answer and cross-petition says, that he admits that the said plaintiff the said Harmon H. Baxley, is the duly appointed and acting Guardian of the said John A. and Lewis C. Baxley, idiots, and that said real estate affords no rents and profits to the said wards, and that conditions have arisen not contemplated by the said testator,

Cross-Petition.

This answering defendant says that on or about the 29th day of March, A.D. 1900, he bought of the said Charles A. Baxley, devisee under the said last will and testament of the said George H. Baxley, decd, all of his right title and interest in and to the said premises, set forth in the petition herein, for a good and valuable consideration, and that the said Charles A. Baxley duly executed and delivered to this defendant, his deed for said premises, thereby conveying to him all his rights in said premises with survivorship over in his favor, during the life of the said Charles A. Baxley. Therefor this answering defendant prays, as in the petition set forth that the Court may allow his estate in the said premises in money and for all proper relief.
F. S. Gibson

State of Ohio, Union County ss.
F. S. Gibson, being duly sworn, says that the facts stated and allegations made in his foregoing answer and cross-petition are true, as he verily believes.
F. S. Gibson.
Sworn to before me, and by said affiant subscribed in my presence this 31st day of July, A.D. 1901.
A.E. Knox, Justice of the Peace.

7946
Affidavit

Harmon H. Baxley, Guardian &c.
Vs.
Martha E. Stansfield

Court Common Pleas, Union County, Ohio.
Filed Aug. 27th, 1901.

J.H. Merchant, being first duly sworn according to law says that, he is the duly authorized attorney of the said plaintiff in the premises, that the said defendant, Martha E. Stansfield

is a non resident of the State of Ohio, That her place of residence is in the City of Topeka, State of Kansas, That service of Summons cannot be made on her in this State, That said action is one that is mentioned under sec. 5048, of the revised statutes of Ohio,

H. H. Merchant,

Sworn to before me and by affiant subscribed in my presence this 27th day of August, 1901, (Seal) Chas C. Richardwood, Clerk

7946 Entry

Harmon H. Baxley, Guardian &c,
Vs.
Martha E. Stansfield et al.

Court Common Pleas, Union County, Ohio,
Filed Oct. 7th, 1901

This day this cause coming on to be heard on the petition of the plaintiff and the answer and cross-petition of F. S. Gibson, and the evidence, the Court find that all parties have been duly summoned or brought in by publication, except the defendant, F. S. Gibson, who has answered in this action, and that all parties interested are now in Court, The Court further find that the defendants, the said John A. and Lewis C. Baxley, and one Charles A. Baxley, each hold a life estate in said land with a survivorship over in favor of the living, and that the said Charles A. is much younger than the other two life tenants, The Court further find that the said Charles A. Baxley has sold his entire interest in said lands to the defendant, the said F. S. Gibson, and that he is entitled to all the rights of the said Charles A. Baxley in the premises, The Court further find from the evidence that the premises mentioned in said petition is run down, until it affords no rents, and that it would take a great amount of money to repair the same, and that it would not be for the best interests of the estate, to do the same, And the Court further find that conditions have arisen that was not contemplated by the testator at the time of making said will, and that it will be for the best interest of all concerned that said premises be sold, and that the proceeds be held by said Guardian for the benefit of all concerned,

It is therefore ordered, and adjudged by the Court that the said Guardian cause said lands to be appraised by the oaths of D. H. Henderson, M. P. O'Brien and W. H. Jolliff, freeholders of the County, and not of kin to the parties herein, whom the Court hereby appoint, and that he make his return to this Court without unnecessary delay, and that a writ of appraisement issue to said Guardian, ordering that he have the same done.

7946 Order of Appraisement and Sale

The State of Ohio, Union County ss. ——— To Harmon H. Baxley, Guardian:-

Whereas at a term of the Court of Common Pleas, in and for said County on the 7th day of October, A. D. 1901, in the cause of Harmon H. Baxley, Guardian, Plaintiff, and Martha E. Stansfield et al, defendants, It was ordered, adjudged and decreed as follows, towit:- That the said Guardian proceed to have the premises set forth in the petition appraised by the oaths of W. H. Jolliff, D. H. Henderson and M. P. O'Brien, and that the same be sold by said Guardian at private sale according to law, and that said Guardian make return of same to this Court without unnecessary delay.

(Description of Premises)

Being all of the Lot number eleven in the Village of Newton, Union County, Ohio, For further description reference is made to the plat

7946 Entry

of said Village in the Recorder's Office of Union County, Ohio.
He therefore Command you that you proceed to carry said order, judgment and decree into execution, and that you make report of your proceedings herein to our Court of Common Pleas to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.
Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, this 8th day of Oct. A. D. 1901.
(Seal) Chas Funkhouser, Clerk

The State of Ohio, Union County ss.
On the 8th day of Oct. A.D. 1901 personally before me appeared D. H. Henderson, W. P. O'Brien, and H. A. Jolliff, within named, and made solemn oath that they would upon actual view honestly and impartially appraise the real estate of George W. Bayley, deceased, in pursuance of the foregoing order.

D. H. Henderson
W. P. O'Brien } Appraisers.
H. A. Jolliff

Sworn to and subscribed before me this 8th day of Oct. A.D. 1901.
A. E. Knox, Justice of the Peace.

In obedience to the foregoing order, after being first duly sworn and upon actual view of said premises, in the foregoing order described, we the undersigned appraisers estimate the value of said real estate at Three Hundred Dollars.

D. H. Henderson.
W. P. O'Brien } Appraisers.
H. A. Jolliff.

Report of Sale.

Received this order on the 8th day of Oct. 1901, and according to the command thereof I, on the 8th day of Oct. A.D. 1901, sold the real estate therein described the same having been before that appraised as required by law and the order of the Court, at private sale to Cora V. Gibson for the sum of Three Hundred and Fifty Dollars, said sale being to the highest bidder, and said sum being not less than the appraised value of said real estate.
Given under my hand this 8th day of Oct. A.D. 1901.
Harmon H. Bayley.

The State of Ohio, Union County ss.
The above named Harmon H. Bayley, Guardian of John A. and Lewis C. Bayley, being first duly sworn says that the private sale stated in the foregoing report of sale of the real estate in the foregoing order described was made after diligent endeavor to obtain the best price for the property so sold, and that the sale reported was for the highest price that could be obtained for the property. — Harmon H. Bayley.
Sworn to before me and signed in my presence this 8th day of Oct A.D. 1901.
(Seal) L. H. Merchant, Notary Public.

7946 Entry

Harmon H. Bayley, Guardian &c.
Vs.
Martha E. Stansfield et al.

Court Common Pleas, Union County, Ohio.
Filed Oct. 8th, 1901.

This day came the plaintiff herein as Guardian of John A. & Lewis C. Bayley, above named and produced to the Court

the appraisement herein made of the real estate in the petition described by D. H. Henderson, W. P. O'Brien and D. H. Jolliff, in pursuance of a former order of this Court, and it appearing upon examination that said appraisement is in all respects regular and correct the same is hereby approved and confirmed. It is thereupon by the Court ordered that Harmon W. Baxley as Guardian, as aforesaid, proceed to sell the real estate aforesaid at private vendue for cash in hand on day of sale, at not less than the appraised value. And further it is by the Court ordered that said plaintiff make due return of his proceedings herein forthwith upon compliance with the terms thereof.

7930 Petition — Pleas the C… Pleas o… of the … B… Miner… Mine… Willia… Sabra… Mary… w Da…

7946 Legal Notice

Harmon W. Baxley, Guardian &c.
Vs.
Martha E. Stansfield et. al.

Court Common Pleas. Union County, Ohio
Filed Oct. 8th, 1901.

Martha E. Stansfield who resides at No. 1296 Kansas Avenue, Topeka, Kansas, will take notice that the above named plaintiff, as Guardian of the said John A. and Lewis C. Baxley idiots, filed his petition in the Court of Common Pleas in said County and being case no. 7946, on the 25th day of May, and praying among other things for the sale of Lot No. 11 in the Village of Newton (now called Raymond) Union County, Ohio, that said petition will be for trial on and after the sixth publication hereof. Said defendant is required to answer on or before the 5th day of October, 1901 or judgment will be taken accordingly. —— Harmon W. Baxley, Guardian &c.

The State of Ohio, Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with Aug 29th, 1901, —— A. J. Hare,

Sworn to before me this 7th day of October, 1901.

(Seal) John M. Brodrick, Probate Judge.

7946 Entry

Harmon W. Baxley, Guardian &c.
Vs.
Martha E. Stansfield et. al.

Court Common Pleas. Union County, Ohio.
Filed Oct. 9th, 1901.

This cause now coming on to be heard upon the return of Harmon W. Baxley, Guardian of John A. and Lewis C. Baxley, idiots, of his proceedings and sale under the order of this Court, and on motion to confirm the same, the Court after carefully examining said return and being satisfied that such sale was fairly and legally made, does hereby approve and confirm the same, and order that upon the purchaser paying the purchase price in cash, in full, as per the order of this Court the said Harmon W. Baxley, Guardian, make to the purchaser, Cora V. Gibson, a good and sufficient deed for the premises so sold, and that after paying the cost of this proceeding, the balance of the purchase price is to be paid to Harmon W. Baxley, Guardian as aforesaid to be held subject to the order of the Probate Court of Union County.

Attest:
Chas Linhorwood — Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the Term of September, A. D. 1901.

Be it remembered that heretofore, towit, on February 25th, A.D. 1901, Minerva Taylor filed with the Clerk of said Court, the following petition, towit:-

Minerva Taylor - Plaintiff,

vs.

7930 Petition

Court Common Pleas, Union County, Ohio,

William Elliott, Elizabeth Morris, Martha Hill, Sabra Thornburg, Amanda Freshwater, John Elliott, Mary Swank, John Evans, and Louisa Elliott, widow of John Elliott, deceased, Defendants,

Your petitioner, Minerva Taylor of Union County, Ohio, respectfully represents to the Court and says that the plaintiff together with the said William Elliott, Elizabeth Morris, Martha Hill, Sabra Thornburg, Amanda Freshwater, who reside in Union County, Ohio, the said John Elliott, who resides in Brown County, Kansas, Mary Swank, who resides in Johnson County, Iowa, and John Evans, whose place of residence is unknown are seized of an estate in fee simple as tenants in common, in the following lands and tenements, situate in the said County of Union and State of Ohio, and in the Township of Leesburg, part of Survey No. 3693, of one thousand acres and bounded and described as follows:- "Commencing at a stake in the center of Bokes Creek, thence north 7° 45' E. 223 poles to a stake and two beeches as corners, thence N. 83½° W. 77 67/100 poles to three beeches, thence S. 7° 45' W. 230 poles to a stake in the center of Bokes Creek, thence down the new channel of the Creek with the meanders thereof to the place of beginning, containing one hundred and fourteen acres and sixty-two poles and sixty four hundredths, be the same more or less." - Also the following described premises situate in the County of Union, State of Ohio, and Township of Leesburg and part of Survey No. 3693 of one thousand acres of Virginia Military land and bounded and described as follows:- Commencing at three beeches, thence N. 7° 45' E. 15 poles to a beech in the old original line of said Survey, thence E. with said line 77 67/100 poles to a stake in the old original line, thence S. 7° 45' W. 12 poles to a stake and two beeches, thence W. 77 67/100 poles to the place of beginning, containing 6 acres more or less."

Also the following described premises situate in the County of Union, State of Ohio, Township of Leesburg, part of Survey No. 3693 and bounded and described as follows:- Beginning at John Elliott's southwest corner in the center of Bokes Creek, running up Creek two rods and seven links to a stake, thence S. 7½° E. 245 poles to a stake in the original line S. 81° E. 2 rods and seven links to a beech, thence S. 7½° W. 245 poles to the beginning containing three acres and a half be the same more or less." - Also the following described real estate situate in the Township of Leesburg, in the County of Union and State of Ohio, part of Survey No. 3692, Beginning in the center of the old Sandusky road, and at the West end of the Alf Scott road, thence E. 40 rods to Alf Scott's line, thence N. 40 rods to a stake, thence 40 rods W. to the center of the old Sandusky road, 40 rods to the place of

beginning, containing ten acres of land more or less".

Your petitioner further represents that she has a fee simple estate by inheritance from John Elliott, deceased as a daughter and heir at law of said John Elliott in said premises, being the undivided one ninth (1/9) part thereof, and a fee simple estate by purchase in said premises being the undivided one ninth (1/9) part thereof. The defendant, Sonia Elliott as widow of said John Elliott, is entitled to dower in said premises, The said William Elliott, Elizabeth Morris, Martha Hill, Sabra Thornburg Amanda Freshwater, John Elliott, Mary Swank, and John Evans, are tenants in common with plaintiff in said premises, subject to said dower in the following proportions, One ninth belongs by inheritance from said John Elliott to said William Elliott, as son and heir at law of said John Elliott,
One ninth belongs by inheritance from said John Elliott to said Elizabeth Morris, as daughter and heir at law of said John Elliott,
One ninth belongs by inheritance from said John Elliott to said Martha Hill, as daughter and heir at law of said John Elliott,
One ninth belongs by inheritance from said John Elliott to said Sabra Thornburg, as daughter and heir at law of said John Elliott,
One ninth belongs by inheritance from said John Elliott to said Amanda Freshwater, as daughter and heir at law of said John Elliott,
One ninth belongs by inheritance from said John Elliott to said John Elliott, as son and heir at law of said John Elliott,
One ninth belongs by inheritance from said John Elliott to said Mary Swank, as daughter and heir at law of said John Elliott,
One ninth belongs by inheritance from said John Elliott to said John Evans, who is the only child and heir at law of Jane Evans, a daughter of said John Elliott, said daughter Jane Evans having died before said John Elliott —— Your petitioner therefore prays, that said William Elliott, Elizabeth Morris, Martha Hill, Sabra Thornburg, Amanda Freshwater, John Elliott, Mary Swank, John Evans, and Sonia Elliott may be made party defendants herein, and your petitioner desiring to hold her said interest in severalty prays that partition of said premises may be made, and that the dower of the said Sonia Elliott may be also assigned in said premises, or if it shall appear that partition cannot be made, without manifest injury, then that the same may be sold, or other order taken pursuant to the statute in such case made and provided, —— J. T. Jolliff and O. B. Mather, Attys for Petitioner.

The State of Ohio, Union County. ss,

Minerva Taylor, being first duly sworn, says that she is the plaintiff in the foregoing petition, and that the facts set forth in said petition are true as she verily believes.

Minerva Taylor.

Sworn to before me and signed in my presence this 23rd day of February, 1901.

M. M. Mather J. P.

Precipe

To the Clerk:-

Issue summons for William Elliott, Elizabeth Morris, Martha Hill, Sabra Thornburg, Amanda Freshwater, Sonia Elliott, directed to the Sheriff of Union County, returnable according to law.

J. T. Jolliff and O. B. Mather, Attys for Plaintiff.

7920 Affidavit for Publication

7920 Legal Notice

7920 Summons

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7920
Affidavit for Publication

Minerva Taylor
Vs.
William Elliott et al.

Court Common Pleas, Union County, Ohio,
Filed Mar. 7th, 1901,

State of Ohio, Union County ss,

Minerva Taylor, the said plaintiff, being sworn says that the defendants, John Elliott, and Mary Swank are non-residents of Ohio, and that service of summons cannot be made in this State, that the residence of the defendant John Evans is unknown to plaintiff, and cannot with reasonable diligence be ascertained, and that service of summons upon him cannot be made and that the case is one of those mentioned in section 5048 of the Revised Statutes of Ohio,

Minerva Taylor,

Sworn to and subscribed before me on this 6th day of March, A.D, 1901,

M. M. Mather, J.P.

7920
Legal Notice

Filed May 6th, 1901,

John Elliott residing at Willis, Brown County, Kansas, Mary Swank, residing at Iowa Tree, Johnson County, Iowa, and John Evans, whose place of residence is unknown, will take notice that on the 25th day of February, A.D, 1901, Minerva Taylor as plaintiff, commenced a civil action for partition of real estate against them and William Elliott, Elizabeth Morris, Martha Hill, Sabra Thornburg, Amanda Freshwater, and Louisa Elliott, as defendants in the Court of Common Pleas of Union County, Ohio, where the same is now pending, demanding partition of the following premises situated in the County of Union, in the State of Ohio, and in the Township of Leesburg and part of Survey No. 3693 of one thousand acres, and bounded and described as follows:- (Description same as in Petition)

The plaintiff demands partition of said premises as follows:-

To the plaintiff two ninths (2/9) part of said premises in fee, and to the said William Elliott, Elizabeth Morris, Martha Hill, Sabra Thornburg, Amanda Freshwater, John Elliott, Mary Swank, and John Evans, each the one ninth part of said premises in fee subject to the right of dower of Louisa Elliott in said premises. The defendants will take notice that they are required to answer or demur to the petition of the plaintiff on or before the 4th day of May, 1901, or the same will be taken as true and judgment rendered accordingly and partition of said real estate be made as prayed for therein.

Minerva Taylor.

By J.S. Jolliff and O.B. Mather, Her Attorneys,

State of Ohio, Union County ss,

I, Geo. H. Gordon, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 14th day of March, 1901, and continued therein six consecutive weeks, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Gordon,

Sworn to and subscribed before me this 4th day of May, 1901,

Printers Fees:- $37.80 (Seal)
Probate .25

Stephen D. Evans.
Notary Public,

7920
Summons

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

You are hereby commanded to notify William Elliott, Elizabeth Morris Martha Hill, Sabra Thornburg, Amanda Freshwater, and Louisa Elliott, that they have been sued by Minerva Taylor, in the Court of

Common Pleas of Union County and must answer by the 30th day of March, A.D, 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 11th day of March, A.D, 1901. Witness my hand and the seal of said Court this 25th day of Feb. A.D, 1901.

(Seal) Chas Funhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Union County ss.

Received this writ Feby 25th, A.D, 1901, at 10 o'clock A. M. and served same by delivering to William Elliott, Elizabeth Morris, Sabra Thornburg, Amanda Freshwater, and Louisa Elliott personally, a true and certified copy of this writ with all the endorsements thereon March, 6th, 1901, and by leaving a true and certified copy of this writ with all the endorsements thereon at the usual place of residence of Martha Hill, Mch 8th, 1901.

Sheriff's Fees - $5 42.

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

7920 Entry

Minerva Taylor,
Vs.
William Elliott et. al.

Court Common Pleas, Union County, Ohio.
Filed May, 6th, 1901.

And now this cause coming on to be heard on the petition and the evidence, the Court finds that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer thereto. Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; that the said Louisa Elliott, widow is entitled to dower therein, and that subject thereto the plaintiff, Minerva Taylor has a legal right to the two tenths (2/10) of said estate, the defendants, William Elliott, Elizabeth Morris, Martha Hill, Sabra Thornburg, Amanda Freshwater, John Elliott, Mary Swank, and John Evans, each have a legal right to the one tenth (1/10) part thereof, and that the plaintiff is entitled to have partition made of said premises, as prayed in her petition. It is therefore ordered that partition of said estate be made, and that dower therein be assigned to the said Louisa Elliott, and J. T. Clevenger, Chas. Jewett and J. K. Langstaff, three judicious freeholders of the vicinity are hereby appointed Commissioners to make and set off the same.

And it is ordered that if said estate is entire, and cannot be divided by metes and bounds, the dower of the said Louisa Elliott, be assigned as a third part of the rents, issues and profits thereof, and that said estate be appraised, subject to such dower interest.

And it is ordered that a writ issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally found entitled and also cause to be set off and assigned in manner as above ordered, the dower of the said Louisa Elliott, and of his proceedings herein the said Sheriff is ordered to make due return.

7920 Writ of Partition and Dower

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7920
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 oaths of J. T. Clevenger, Charles Jewett, and J. K. Saugstaff, you cause to be set off and assigned to Sonia Elliott, widow of John Elliott, 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 Leesburg, part of Survey No. 3693, of one thousand acres and bounded and described as follows:-(Description same as in the Petition)

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

To Minerva Taylor, two tenths (2/10) part. To William Elliott one tenth (1/10) part.
To Elizabeth Morris, one tenth (1/10) part. To Martha Hill " " (1/10) part.
To Sabra Thornburg, " " (1/10) part. To Amanda Freshwater " " (1/10) part.
To John Elliott " " (1/10) part. To Mary Swank " " (1/10) part
To John Evans " " (1/10) part.

And if in the opinion of the said Commissioners, said premises cannot be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same subject to the dower of the said Sonia Elliott 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 Minerva Taylor plaintiff and William Elliott 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 Marysville, this 7th day of May, A. D. 1901. (Seal) Chas. Sutherwood, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of J. T. Clevenger, J. K. Saugstaff and Chas. Jewett, 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.

Sheriff's Fees:- $4.48 —— Commissioners Fees:- $3.00

Given under my hand this 8th day of May, A. D. 1901.
S. F. Burnham, Sheriff.

Commissioners Report.

According to the command of the Writ of Partition and Dower, in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises do set off and assign to the said Sonia Elliott her dower estate, in the said lands, in said petition described, the following tract, towit:- 40 acres including buildings on South end of 1st described tract of land, for further description reference is made to Surveyor's plat. We are of opinion that said lands cannot be divided without manifest injury, and we do estimate the value of the same, subject to said Dower Estate at $45 per acre for the first three described tracts, and $45.00 per acre for the fourth described tract.

Given under our hands this 8th day of May, A. D. 1901.

J. T. Clevenger
J. K. Saugstaff
C. O. Jewett
} Commissioners.

7920 Entry

Minerva Taylor.
Vs.
William Elliott et. al.

Court Common Pleas, Union County, Ohio.
July, 1st. 1901.

This cause came on to be heard on the report of the Sheriff and Commissioners of their proceedings under the writ of partition and dowrr herein; and upon due consideration the Court finds that said proceedings have been in all respects correct and lawful, that dower has been assigned to said Louisa Elliott, widow of said John Elliott, deceased, And it further appearing that partition of said estate cannot be made without manifest injury to the same, and that said Commissioners have appraised the same at its true value in money, subject to said dower estate as heretofore assigned at the sum of $45.00 per acre, and neither party electing to take said premises at said valuation; on motion of J. T. Jolliff, attorney for plaintiff it is ordered that said estate be sold at public auction by the Sheriff of said County, according to law, and of his proceedings said Sheriff shall make due return without unnecessary delay.

7920 Alias Order of Sale.

7920 Order of Sale.

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

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the April Term, A.D, 1901, in a certain Petition for Partition now pending in said Court, wherein Minerva Taylor, petitioner, and William Elliott et. al, Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition, described, towit:- (Description same as in the Petition).

Appraised at $45.00 per acre, subject to the dower estate of Louisa Elliott, 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 Marysville this 10th day of July, A.D, 1901.

(Seal) Chas. C. Leuhorwood, Clerk.

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of Sale, in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio, and on the 17th day of Aug. A.D. 1901, at 1.30 o'clock P.M. on said day at the door of the Court House, in said County, I offered for sale at public auction, the lands and tenements described in this writ, and no bid having been made, this writ returned Aug. 17th, 1901.

Sheriff's Fees:- $.90

S. F. Burnham, Sheriff.

7920 Legal Notice

Minerva Taylor.
Vs.
William Elliott et. al.

Court Common Pleas, Union County, Ohio.
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 Marysville, Ohio, on Saturday, Aug. 17th, 1901, at or about the hour of one o'clock P. M. the following described Real Estate, towit:- (Description the same as in the petition)

To be sold subject to the dower of Mrs. Louisa Elliott,

Appraised at $40.00 per acre, Terms of Sale:- One Third cash on day of Sale, one third in one year and one third in two years, Deferred payments secured by mortgage on premises.

J. P. Jolliff, Attorney,

B. F. Burnham, Sheriff, of Union County.

The State of Ohio, Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in The Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with July 17th, 1901,

H. O. Shearer,

Sworn to and subscribed before me this 5th day of September, 1901, (Seal) Chas Funkhouser, Clerk

Printers Fees:- $27.00,

7920 Alias Order of Sale.

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 April Term thereof, A.D. 1901, in a certain petition for partition, at that time pending in said Court, wherein Minerva Taylor petitioner and William Elliott et al, respondents, a writ issued out of said Court, on the 10th day of July, 1901, for the sale of the lands and tenements in said petition described, towit:- Situate in the County of Union, State of Ohio, Township of Leesburg, part of Survey No. 3693, of one thousand acres and bounded and described as follows:- Commencing at a stake in the center of Bokes Creek thence N. 7° 45' E. 2.23 poles to a stake and two beeches as witness; thence N. 83½° W. 77 67/100 poles to three beeches, thence S. 7° 45' W. 2.30 poles to a stake in the center of Bokes Creek, thence down the new channel of the Creek with the meanders thereof to the place of beginning, containing One Hundred and Fourteen Acres and sixty two poles and sixty four Hundreths, be the same more or less". —— Also the following described premises, situated in the County of Union, State of Ohio, and Township of Leesburg, and part of Survey No. 3693, of one thousand acres of Virginia Military land and bounded and described as follows:- Commencing at three beeches, thence N. 7° 45' E. 15 poles to a beech in the old original line of said Survey; thence E. with said line 77 67/100 poles to a stake and two beeches; thence W. 77 67/100 poles to the place of beginning, containing six acres more or less."

Also the following described premises situate in the County of Union, State of Ohio, and Township of Leesburg, part of Survey No. 3693, and bounded and described as follows:- Beginning at John Elliotts Southwest corner in the center of Bokes Creek, running up Creek two rods, and seven links to a stake, thence N. 7½° E. 245 poles to a stake in the original line S. 81° E. 2 rods and seven links to a beech; thence S. 7½° W. 245 poles to the beginning, containing three acres and a half, be the same more or less."

Also the following described real estate situated in the County of Union, State of Ohio, and Township of Leesburg, part of Survey No. 3693, beginning in the center of the old Sandusky Road, and at the first rod of the Alf Scoll road; thence E. 40 rods to Alf Scoll's line; thence N. 40 rods to a stake; thence 40 rods west to the center of the old Sandusky Road, 40 rods to the place of beginning, containing ten acres of land more or less." And whereas no sale was had under said order; we therefore command you that you proceed without delay to advertise and sell

according to the Statute regulating judgments and executions at law the said premises above described, under the appraisement had under the said former order of sale, towit: $45.00 per acre, subject to the dower estate of Sonia Elliott, 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 24th day of August, A.D. 1901.

(Seal) Chas Fruhorwood, Clerk

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenments herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and in general circulation in Union County, Ohio, and on the 28th day of Sept. A.D. 1901, at 1 o'clock P.M. on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenments described in this Writ, — Minerva Taylor having bid the sum of $30.00 per acre, said sum being two thirds of the appraised value and she being the highest and best bidder was declared the purchaser.

Sheriffs Fees:- $30.96

S. F. Burnham, Sheriff.

7920 Legal Notice

Minerva Taylor
Vs.
William Elliott et al,

Court Common Pleas, Union County, Ohio.
On Alias 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 Marysville, Ohio, on Saturday, Sept. 28th, 1901, at or about the hour of one o'clock P.M. on said day the following described real estate, towit:- (Description same as in the Petition)

To be sold subject to the dower of Mrs. Sonia Elliott, Appraised at $45.00 per acre, Terms of Sale:- One Third cash on day of sale, one third in one year and one third in two years, Deferred payments secured by mortgage upon the premises,

S. F. Burnham, Sheriff of Union County.

The State of Ohio, Union County ss.

The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in The Marysville Tribune a newspaper of gnural circulation in the County of Union, the first publication beginning with August 28th, 1901, — J. H. Greiner,

Sworn to before me and subscribed, this 28th day of Sept. 1901,

Printers Fees: $27.00

(Seal) Chas Fruhorwood, Clerk

7920 Decree

Minerva Taylor
Vs.
William Elliott et al.

Court Common Pleas, Union County, Ohio.
Filed Oct. 1st. 1901,

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 upon 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 and duly executed to convey said

premises to Minerva Taylor, the purchaser, subject to the dower rights of said Sonia Elliott, upon the following terms; ⅓ Cash, ⅓ in 1 yr, and ⅓ in 2 yrs. Deferred payments to be secured by mortgage upon the premises.
It is further ordered that the Sheriff out of the proceeds of sale pay:- First, to the Treasurer of Union County, Ohio $— Bring 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 $10²⁰ to J.L. Jolliff and O.B. Mather for their services herein, taxed at $2.75 16, Thirdly to the plaintiff 2/10 of the balance of the cash payment, towit, the sum of $—. and also 2/10 of the proceeds of the notes given to said Sheriff of Union County, Ohio, by said purchaser, and to each of said defendants the 1/10 part of the balance of the cash payment, towit, the sum of $—, and also 1/10 of the proceeds of the notes given by the purchaser to said Sheriff.

Attest: Chas. E. Sherwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow Judge of said Court of the March Term, A.D. 1902.

Be it remembered that heretofore, towit, on Dec. 28th, 1901, the following petition was filed with the Clerk of said Court, towit:-

8019 Petition

Emma Bowers — Plaintiff

vs. Court Common Pleas, Union County, Ohio.

John S. Kline — Defendant.

For cause of action against said defendant, the Plaintiff says that she is seized in fee simple, and is in the actual possession of the following described real estate, towit:- "Situated in Claibourne Township, Union County, Ohio, and being ten acres of land off of the South part of the North half of Lot No. ten (10) U.S. Military Survey No. 6161."

Plaintiff avers that she claims her title to said land by purchase,

Plaintiff further says that on the 20th day of April A.D. 1865, and prior thereto one Larkin Tonguet was the owner of said land in fee simple and was in possession thereof; and that on said 20th day of April, A.D. 1865 said Larkin Tonguet executed and delivered to said defendant John S. Kline, his certain mortgage deed of that date on certain real estate of which the above described ten acres constituted a part, to secure the payment of a promissory note at the same time executed by said Larkin Tonguet and delivered to said John S. Kline for the sum of One Hundred Dollars ($100) due in Eighteen months from said date and said mortgage is long since dead. Said mortgage was duly recorded in Vol. 5 Page 299 of Union County, Ohio, records of Mortgages in — 1865, and thereby became a valid and subsisting lien on said premises and said plaintiff further says that no cancellation of said mortgage has ever been entered on said record, and plaintiff further says she has reasons to believe and does believe, and therefore avers the fact to be, that said indebtedness represented by said promissory note, so executed, and the payment of which was intended to be secured by said mortgage, was paid and discharged many years ago, towit: at the maturity of said note, or more than thirty-five years ago, and that if not so paid at said time, more than twenty-one years have elapsed since the maturity of said note and the breaking of the condition of defeasance in said mortgage, and that said mortgage is no longer a lien on said land. Wherefore plaintiff prays that she may be adjudged and decreed to own and hold said premises freed from any pretended lien under said mortgage, and that a decree of this Court may be entered ordering that a cancellation of said mortgage on the records of the same, in the office of the Recorder of Union County, Ohio, and for all other and further relief in the premises, lawful or equitable and proper.

Emma Bowers, Plaintiff.

By John A. Cone, her Attorney.

The State of Ohio, Union County ss.

The above named plaintiff being duly sworn says the facts stated and allegations contained in the foregoing petition are true as she verily believes.

Emma Bowers.

Sworn to by the said Emma Bowers before me, and by her subscribed in my presence, this 26th day of December 1901.

J. H. Crawford, Notary Public.

8019 Affidavit

8019 Entry

8019
Affidavit

Emma Bowers - Plaintiff.
Vs.
John S. Kline - Defendant.

Court Common Pleas, Union County, Ohio.
Filed, Dec. 28th, 1901.

State of Ohio, Union County, ss.

Emma Bowers the above named plaintiff makes solemn oath that the place of residence of the defendant is unknown, and cannot by reasonable diligence be obtained, and that service of summons in this action cannot be made on him in this state, and that this action is one of those mentioned in section No. 5045, Revised Statutes of Ohio.

Emma Bowers.

Sworn to by the said Emma Bowers before me and by her subscribed in my presence this 26th day of December, A. D. 1901.

J. W. Crawford, Notary Public.

8019
Entry

Emma Bowers — Plaintiff.
Vs.
John S. Kline — Defendant.

Court Common Pleas, Union County, Ohio.
Filed March 27th, 1902.

This cause coming on this day to be heard on the petition of the plaintiff, the exhibits and testimony, was submitted to the Court, and the Court find that the defendant has been duly and legally served with notice of the pending of this cause by publication, and the defendant being in default for answer or demurrer, the Court on consideration find the plaintiff is entitled to the relief prayed for in her petition and it is therefore ordered, adjudged and decreed that the mortgage described in said petition is not a valid and subsisting lien on the premises therein described and that said plaintiff is entitled to have the same cancelled of record and discharged; and it is ordered that the Clerk of this Court enter on the record in the Recorders office of Union County, Ohio, a cancellation of said mortgage, and that said plaintiff pay the costs herein, taxed to $ —.

Mear 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 of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the March Term, A.D. 1901,

Be it remembered that heretofore, towit, on April, 15th, 1901. the following petition was filed with the Clerk of said Court, towit:-

7938 Petition

T. H. Biddle — Plaintiff

Vs. Court Common Pleas. Union County, Ohio.

H. C. Hamilton — Defendant.

Defendant is indebted to plaintiff on a promissory note on which there are no credits or indorsements, and of which the following is a true copy:- Richwood, Ohio, April 21st. 1886

One day after date I promise to pay to the order of O. Beem at Richwood, Ohio, One Hundred and Seventy Dollars.

Value received, without any relief from valuation or appraisement laws, with interest at eight per cent per annum until paid, and attorney's fees. The drawers and indorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note

$170.00 Due — H. C. Hamilton.

On or about May, 1889, said Beem assigned said note to plaintiff as collateral security for a debt then due and still owing to plaintiff from said Beem; and there is due plaintiff from defendant on said note the sum of One Hundred and Seventy Dollars, which he claims with interest at 8% per annum from the 21st day of April, 1886. Wherefor plaintiff asks judgment against defendant in the sum of One Hundred and Seventy Dollars with interest as aforesaid.

Millard & Rogers, Attys for Plaintiff.

7938 Entry

State of Ohio, Union County ss.

Now comes the plaintiff, T. H. Biddle, who being first duly sworn, according to law makes oath and says that the facts stated and allegations made in his petition herein are as he verily believes true, and that there is justly due him the sum of One Hundred and Seventy Dollars with interest as aforesaid.

T. H. Biddle.

Sworn to before me and subscribed in my presence this 13th day of April A.D. 1901.

H. H. Rogers, Notary Public.

7938 Waiver

T. H. Biddle — Plaintiff.

Vs. Court Common Pleas. Union County. Ohio.

H. C. Hamilton — Defendant. Filed, April, 15th, 1901.

Now comes the defendant, H. C. Hamilton, and waives the issue and service of summons and voluntarily enters his appearance herein.

H. C. Hamilton.

7938 Entry

T. H. Biddle

Vs. Court Common Pleas, Union County, Ohio.

H. C. Hamilton Filed Sept. 16th, 1901.

This day on motion to the Court leave was granted the defendant to answer by the 23rd day of Sept. 1901.

7938 Answer

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7938 Entry

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7938 Amended Answer

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7938
Answer

T. H. Biddle — Plaintiff
Vs.
H. C. Hamilton — Defendant.

Court Common Pleas, Union County, Ohio.
Filed Sept. 17th, 1901,

Now comes the defendant herein and denies that he is indebted to plaintiff on promissory note or in any other way and denies that he said defendant ever executed the note set out in the petition herein, and denies that the said O. Beem ever delivered the note in said petition set out to this plaintiff and not being advised of the facts denies that said O. Beem owed this plaintiff in any sum, and denies that said O. Beem or his estate now or at the time of the beginning of this suit owed this plaintiff any sum. Said defendant denies that about May, 1889 or at any other time said O. Beem assigned said note to this plaintiff. Said defendant herein denies each and every other allegation in said petition not herein specifically denied. Therefore said defendant asks that this action be dismissed and that he go hence without day.

S. A. Hoskins, S. H. VanNuckle and
H. T. Hooper, Attys for defendant.

State of Ohio, Union County ss.

H. C. Hamilton being first sworn says the facts and allegations in the foregoing answer are as he believes true,

H. C. Hamilton,

Sworn to and subscribed in my presence this 17th day of Sept. 1901,
H. M. Titsworth, Notary Public,

7938
Entry

T. H. Biddle.
Vs.
H. C. Hamilton

Court Common Pleas. Union County, Ohio.
Filed Jan. 10th, 1902.

This day on motion, the Court granted leave to file amended answer herein, instanter, and the same was filed.

7938
Amended
Answer

T. H. Biddle — Plaintiff.
Vs.
H. C. Hamilton — Defendant.

Court Common Pleas. Union County, Ohio.
Filed Jan. 10th, 1902,

First Defense: Now comes the defendant and for his amended answer herein says, he denies that he is indebted to the plaintiff on the promissory note sued on herein or in any other way, and denies that he the said defendant ever executed the note set out in the petition herein, and denies that said O. Beem ever delivered the note set out in the petition to this plaintiff, and not being advised of the facts herein denies that said O. Beem owed this plaintiff in any sum and denies that said O. Beem or his estate now or at the time of the beginning of this suit owed the plaintiff any sum. Said defendant denies that about May 1889, or at any other time said O. Beem assigned said note to this plaintiff. Said defendant herein denies each and every other allegation in said petition not herein specifically denied.

Second Defense:- This defendant for second defense says that said O. Beem died on or about the 2nd day of February 1892, that afterward his estate was fully settled by an Administrator, and said Administrator has long since been discharged. That said plaintiff failed and neglected to present his account or claim of indebtedness

against said O. Beem to his Administrator. That said account or indebtedness allegd in plaintiff's petition before the commencement of this action was barred by the Statute of limitations, because this defendant says that more than six years has elapsed since it is claimed in said petition said indebtedness was created. That more than six years has elapsed since the said indebtedness is claimed to have been made, and was so allowed to elapse because of the plaintiff's neglect and carelessness, and without any notice or information to this defendant by the plaintiff or any one for him that he either had a debt against said O. Beem, or that he held or claimed to hold a note of this defendant securing any account or indebtedness of the plaintiff against said O. Beem, Therefore said defendant asks that this action be dismissed, that he may recover his costs herein, and go hence without day.

S.A. Hoskins, S. H. VanNuke,
H.T. Hooper and D.J. Ayers, Attys for Defft.

7938 Second Amended Answer

State of Ohio, Union County ss.

H.C. Hamilton being first duly sworn says the facts stated and allegations contained in the foregoing amended answer are true as he verily believes.

H.C. Hamilton.

Sworn to before me and signed by the said H.C. Hamilton in my presence this 10th day of January, 1902,

H. M. Titsworth, Notary Public.

7938 Demurrer

T.H. Biddle - Plaintiff
Vs.
H.C. Hamilton - Defendant.

Court Common Pleas, Union County, Ohio
Filed Jan. 13th, 1902.

Plaintiff demurs to the second defense in defendants amended answer on the ground - That it is insufficient in law, on its face, in that it does not state facts sufficient to constitute a defense.

J.F. Millar, Atty for Plaintiff.

7938 Entry

T. H. Biddle
Vs.
H. C. Hamilton

Court Common Pleas, Union County, Ohio
Filed Jan. 14th, 1902.

This day this cause came on to be heard upon the demurrer of Plaintiff to the second defense contained in the defendants amended answer filed herein; and was argued by Counsel and submitted to the Court; whereupon the Court sustains said demurrer, to which ruling and Judgment of the Court the defendant by his counsel excepts,

7938 Entry

T. H. Biddle
Vs.
H. C. Hamilton

Court Common Pleas Union County, Ohio.
Filed Jan. 16th, 1902.

This day on motion, leave was granted defendant to file second amended answer herein, and the same was filed. And this cause came on further to be heard upon the demurrer of the plaintiff to the second defense of the second amended answer filed herein; and was argued by counsel and submitted to the Court; whereupon the Court overrules said demurrer; and upon motion of plaintiff leave was granted plaintiff to reply instanter, which was done

7938
Second
Amended
Answer

T. H. Biddle — Plaintiff
vs.
H. C. Hamilton — Defendant.

Court Common Pleas, Union County, Ohio.
Filed Jan. 16th, 1902.

First Defense: Now comes the defendant and for his second amended answer says: he denies that he is indebted to the plaintiff on the promissory note sued on herein or in any other way and denies that he, the said defendant ever executed the note set out in the petition herein, and denies that said O. Beem ever delivered the note set out in the petition to the plaintiff; and denies that said O. Beem owed the plaintiff in any sum, and denies that said O. Beem or his estate now, or at the time of the beginning of this suit owed the plaintiff in any sum. Said defendant denies that about May, 1889, or at any other time said O. Beem assigned the said note to the plaintiff. Said defendant herein denies each and every other allegation in said petition not herein specifically denied.

Second Defense: The defendant for a second defense says, that the debt claimed in the petition of the plaintiff against the said O. Beem has been fully satisfied and paid and that there is no consideration for the contract alleged in the petition between said O. Beem and the plaintiff. That on or about the 2nd day of February, 1892, the said O. Beem died and his estate was fully administered on by an Administrator in the Probate Court of Union County, Ohio, and said Administrator finally discharged. That the indebtedness described in the petition was not presented to said Administrator for his allowance or rejection at any time or in any way.

That this defendant alleges as in his first defense that he never executed the note described in the petition, that the same is claimed by the plaintiff to be held as collateral security for the payment of an indebtedness existing in favor of the plaintiff against O. Beem in May, 1889, that no attempt has been made by this plaintiff to collect his indebtedness against O. Beem, until the commencement of this action, April 5th 1901, long after the claim of the plaintiff was barred by the Statute of Limitation, that said time elapsed by reason of the carelessness and negligence of the said plaintiff, that the defendant never having executed the note sued on herein, there is no consideration for the same and that any loss of the plaintiff in relation to his claim against said O. Beem is by reason of his own delay and carelessness whereby his said claim against said O. Beem has become stale and barred by the statute of limitations. This defendant says that if the plaintiff had informed him during the life time of said O. Beem that he had a pretended claim against him collatterally secured by the note described in the petition he could and would have procured the said O. Beem to have settled and adjusted the same. Therefor this defendant asks to go hence without day and recover his costs.

S. A. Hoskins, S. H. VanWinkle,
W. T. Hooper and D. H. Ayers, Attys for Defl.

State of Ohio, Union County ss.

H. C. Hamilton being first duly sworn says the facts stated and allegations contained in the foregoing answer are as he believes true.

H. C. Hamilton.

Sworn to before me and signed in my presence this 14th day of January, 1902.

Chas. C. Beuhrwood
Clerk

7938
Demurrer

T. H. Biddle — Plaintiff
Vs.
H. C. Hamilton — Defendant

Court Common Pleas. Union County, Ohio.
Filed Jan. 16th, 1902,

Plaintiff demurs to the second defense in defendants second amended answer on the grounds - that it is insufficient in law, on its face, in that it does not state facts sufficient to constitute a defense,

J. F. Millar, Atty for Plff.

7938
Reply

T. H. Biddle - Plaintiff.
Vs.
H. C. Hamilton - Defendant.

Court Common Pleas. Union County, Ohio.
Filed Jan. 16th, 1902,

Now comes the plaintiff and for reply to the second defense contained in defendant's second amended answer says:- That at the date plaintiff received the note herein sued upon from the said O. Beem, he, the said O. Beem, was insolvent, that he remained insolvent until the date of his death; that his estate was insolvent, that plaintiff could not have collected his claim against the said O. Beem from him during his life time or from his estate after his decease, by due process of law; that there was a due and valuable consideration for the note herein sued on and for the claim of the plaintiff against said O. Beem, for which it is held as security, and that defendant could not have persuaded or forced said O. Beem to have paid plaintiffs claim against him during his life time for he had not the power or means of so doing. Plaintiff further says that soon after he came into possession of the note herein sued on, he is unable to give the exact date, the defendant became mentally afflicted and partially deranged at times; that on account thereof he placed his property and means in the hands and under the control of his brother, Geo. B. Hamilton; that he, thereafter until the death of Geo. B. Hamilton within the past two years, apparently had no tangible property subject to levy under execution, and plaintiff was of the impression that he could not collect the same by process of law, and therefor delayed bringing an action thereon thinking that a more favorable time and circumstances might yet arrive; that within time shortly passed plaintiff discovered that defendant had some means in his own name, had made some loans of money and had purchased some real estate; and therefor and because the limitation of time for an action on said note had about expired, he brought this action thereon at the time he did. J. F. Millar, Atty for Plff.

State of Ohio, Union County ss.

T. H. Biddle being first duly sworn, says that the facts stated and allegations made in foregoing reply, are as he verily believes true.

T. H. Biddle.

Sworn to and subscribed in my presence this 16th day of Jan. A. D. 1902,
Chas. Pulskamood, Clerk.

7938

T. H. Biddle
Vs.
H. C. Hamilton

Court Common Pleas, Union County, Ohio.
Filed Jan. 16th, 1902.

This day came the parties herein, by their Attorneys and also came the following persons as Jurors, to-wit:
Alex. Reid, David Moss, W. D. Stricker, John Burns, Chas. Parrott,

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Sem. James, Wm. Fleck, C.D. Watts, Harvey Norris, M. Coolidge, J.H. Neely, and Frank Purinton, who were duly impanelled and sworn according to law, and thereupon the case came on for hearing on the pleadings and evidence, and the said Jury having heard the evidence adduced, said cause was continued until tomorrow morning at 8:30 o clock,

7938 Entry

T.H. Biddle
Vs.
H.C. Hamilton

Court Common Pleas, Union County, Ohio.
Filed Jan. 17th, 1902,

This day again came the said parties by their Attorneys and also came the Jury heretofore impanelled and sworn, and the trial proceeded And the said Jury having heard all the testimony, the argument, and charge of the Court, retired to their room in charge of the Sheriff for deliberation, And now comes said Jury into open Court with their Verdict in writing signed by their foreman and say: 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 defendant at the sum of Three Hundred and Eighty-Four Dollars ($384 00)
Dated Jan. 17th, 1902,

Charles Parrott, Foreman,

7938 Motion

T.H. Biddle - Plaintiff
Vs.
H.C. Hamilton - Defendant.

Court Common Pleas, Union County, Ohio.
Filed Jan. 20th, 1902,

The defendant herein now comes and for his motion for a new trial moves the Court for an order to set aside and vacate the verdict heretofore rendered by a Jury in the above case against the defendant, and grant a new trial in the above action, and for cause says, 1, There was irregularity in the proceedings of the Court, Jury, and prevailing party, which prevented the defendant from having a fair trial.
2, Accident or surprise which ordinary prudence could not have guarded against.
3, Error in the amount of the recovery.
4, That the verdict is not supported by sufficient evidence.
5. Newly discovered evidence material for the defendant, which he could not with reasonable diligence have discovered and produced at the trial.
6. An abuse of the discretion of the Court.
7. Error of law occurring at the trial and excepted to by the defendant.

S.A. Hoskins, S.H. VanWinkle,
H.T. Hoopes and D.H. Ayers, Attys for Deft.

7938 Entry

T.H. Biddle - Plaintiff
Vs.
H.C. Hamilton - Defendant.

Court Common Pleas, Union County, Ohio.
Filed Feb. 22, 1902.

Now comes Asbury Cheney, by his Attorney, J.F. Millar, and suggests to the Court the death of T.H. Biddle, the plaintiff herein, and that he is the duly appointed and qualified Administrator of the said T.H. Biddle, and moves the Court for leave to become a party to this action, and to continue the same, And the Court finding the suggestion to be true, grants said motion; and the said Asbury Cheney, administrator, is accordingly made party plaintiff in this action, and the action proceeds.

7938 Entry

J. H. Biddle
Vs.
H. C. Hamilton

Court Common Pleas. Union County, Ohio.
Filed March 26th, 1902,

This cause now coming on for hearing on the motion of the defendant for a new trial, the Court, on consideration, overrules the same,

It is therefore considered by the Court that the said J. H. Biddle recover from the said H. C. Hamilton, the said sum of Three Hundred and Eighty-Four Dollars ($384.00) as heretofore by the Verdict of the Jury found due him, with interest from the 6th day of January, 1902, together with his costs herein expended. To all of which Rulings and Judgments of the Court the defendant by his counsel then and there excepts, and 50 days are allowed by the Court in which to prepare a Bill of Exceptions.

7935 Petition

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Pleas continued and held at the Court House in Marysville, within and for the County of Union and State of Ohio, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the January Term, A.D. 1903,

Be it remembered that heretofore, towit, on November 14th, A.D. 1896, the following petition was filed with the Clerk of said Court, towit:-

7235 Petition

Uriah Cahill — Plaintiff

vs.

Court Common Pleas, Union County, Ohio.

John Cahill, Oliver B. Davis, Amon Davis, Thomas J. Davis, Philander H. Smith, James Davis, John S. Webster, George H. Harris, Charles H. Fox, Melvin Middleton, David J. Harris, Sterling S. McElroy, Orastus J. Phelps, George H. Jolliff, James M. Monroe, Elmer Bitler, Horace S. Culver, Charles Stultz, Charles G. Morrow, John F. Tillon, David E. Miller, Sidney H. Westbrook, Sylvanus Taylor, John D. Henson, Charles H. Smith, Howard H. Roberts, Edward J. Brooks, Aquilla T. Staley, and John M. Brodrick, as Assignee of James H. Wright — Defendants,

The plaintiff says: that on the 22nd day of December, 1892, the plaintiff and defendants: towit, John Cahill, Oliver B. Davis, Amon Davis, Thomas J. Davis, Philander H. Smith, John S. Webster, George H. Harris, Charles H. Fox, Melvin Middleton, David J. Harris, Sterling S. McElroy, James Davis, James H. Wright, Uriah Cahill, Orastus J. Phelps, George H. Jolliff, James M. Monroe, Elmer Bitler, Horace S. Culver, Charles Stultz, Charles G. Morrow, John F. Tillon, David E. Miller, Sidney H. Westbrook, Sylvanus Taylor, John D. Henson, Charles H. Smith, Howard H. Roberts, Edward J. Brooks and Aquilla T. Staley entered into a partnership under the laws of Ohio for the purpose of carrying on the business of purchasing Stallions and breeding and selling the same in the County of Union, State of Ohio, under and by virtue of a certain written contract providing for a capital stock of $3000, divided into 30 shares of $100 each which was used in the purchasing from Cahill, Davis and Co. of two certain stallions, towit, "Iral," an imported Clydesdale Stallion 6 years old, and "Jo Dicker" an imported French Stallion 4 years old, which said Stallions formed the capital stock of said partnership. That on or about the 22nd day of May, 1894, said partnership incurred an indebtedness of ($500) Five Hundred Dollars, as boot money in a certain trade or transaction made by said partnership to provide for the payment of which an assessment of $16.66⅔ was made upon each member of said partnership. That the plaintiff Uriah Cahill paid his said assessment in cash, and that certain others of said copartners, towit, D.E. Miller, G.H. Harris, Amon Davis, J.F. Tillon, O.B. Davis, C.G. Morrow, T.J. Davis, John Cahill and J.H. Monroe, settled their portion or assessment of said ($500.) five hundred dollars, by executing a note for the same which note is now held by the First Mansfield Bank as the plaintiff is informed and therefore believes. That the other defendants and remaining partners, towit, Edward J. Brooks, Charles H. Smith, P.H. Smith, James Davis, J.S. Webster, Chas. H. Fox, Melvin Middleton, David J. Harris, S.S. McElroy, D.J. Phelps, Geo. H. Jolliff, Elmer Bitler, H.S. Culver, Chas. Stultz, S.H. Westbrook, S. Taylor, J.D. Henson, H.H. Roberts, A.T. Staley, and J.H. Wright, wholly failed and neglected to

pay said assessment or otherwise provide for the settlement of their share of said assessment of said Five Hundred Dollars, or any part thereof, and that they are still owing the same, That there are also certain debts, accounts and claims due and owing to certain parties from and payable by said partnership, the amounts, items and names of said creditors are unknown to plaintiff, and plaintiff does not set the same up for that reason, That there are also certain accounts, claims and credits due to said partnership from divers persons and parties to plaintiff unknown, and for that reason not set up. That the books, accounts, papers, &c, and other property of said partnership, are in the possession of said defendant, Edward J. Brooks, who refuses to deliver the same to the plaintiff. That the stallions which were the property of said partnership have been disposed of and are no longer held by said partnership, That the business of said partnership was carried on and continued until about the 10th day of April, 1896. when the object of said partnership was wholly abandoned, That no settlement of said partnership accounts has ever been made, between said co-partners, though the plaintiff has repeatedly applied to the defendants for a settlement and adjustment of their partnership affairs, but that the defendants have wholly failed and refused to either make an accounting and settlement, or to pay the amount due from them respectively, The plaintiff therefore prays the dissolution of said partnership and that a Special Master be appointed to take and state an account between said co-partners, and that on the coming in of the Report of said Master, the Court will make an order requiring each and every member of said co-partnership to pay the amount that said master may report to be due from them or each of them upon his assessment as aforesaid or otherwise into Court, upon failure to comply with said order within a short period to be by the Court named that execution may be awarded against each of them severally therefor, and that the amounts so paid in or collected upon execution be applied to the payment of the debts of said co-partnership if any there may be found by said Master to exist, and if said amount so collected from said unpaid assessments or otherwise shall be insufficient to pay in full the claims or indebtedness of said co-partnership that the Court will then apportion the liability for the amount of said partnership debts, so remaining unpaid, together with a reasonable Attorney fee and the costs of this proceeding among the solvent partners as reported by said master, ratably according to the numbers of the shares of Capital Stock each holds. and order the amount so apportioned on each partner to be paid into Court within a short time to be named by the Court. and upon failure of any partner to comply with said order that execution may issue against him for said amount, and for all such other and further relief as the Court may deem just and equitable, J. H. Kinkade, Atty for Plaintiff.

State of Ohio, Union County ss.

Personally appeared before me Uriah Cahill the plaintiff herein who being duly sworn says that the foregoing pleading and allegations stated therein and set forth, are as he believes true.

Uriah Cahill.

Sworn to and subscribed before me this 12th day of November, A.D. 1896.

J. E. Griffith
Notary Public.

7235 Waiver

7235 Precipe

7235 Summons

7235 Entry

7235 Waiver

We hereby waive the issuing and service of summons and enter our appearance herein. Nov. 12th, 1896.

E. J. Brooks, P. H. Smith, C. W. Smith,
John M. Brodrick, assignee of J. N. Wright.
H. S. Colvin, A. F. Staley.

7235 Precipe

To the Clerk:-

Issue summons in above case to John S. Webster, Chas. H. Fox, Melvin Middleton, Sterling S. McElroy, Chas. Stultz, Sylvanus Taylor, John D. Hanson, and Howard H. Roberts, addressed to the Sheriff of Union County, Ohio, returnable according to law, and indorsed "Petition for dissolution of partnership for special master and for an accounting."

Dec. 5th, 1896. J. H. Kinkade, Atty for Plff.

7235 Summons

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

You are hereby commanded to notify John S. Webster, Charles H. Fox, Sterling S. McElroy, Charles Stultz, John D. Hanson, Howard H. Roberts, that they have been sued by Uriah Cahill in the Court of Common Pleas of Union County, and must answer by the 9th 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 21st day of December, A. D. 1896.

Witness my hand and the seal of said Court, this 8th day of December A. D. 1896. (Seal) J. N. Gosnell, Clerk

Indorsements.

"In action for Petition for dissolution of partnership for special master and for an accounting".

Sheriff's Returns"

Received this writ Dec. 8th, A. D. 1896, at 4 o'clock P. M. and served same by handing a true copy of this writ with all the indorsements thereon to Howard H. Roberts, personally, and to John S. Webster, Charles H. Fox, Sterling S. McElroy, Charles Stultz and John D. Hanson by leaving a copy at their usual place of residence on the 9th day of Dec. 1896.

Sheriff's Fees. $5,75 Wm. G. Snodgrass, Sheriff.

7235 Entry

Uriah Cahill - Plaintiff
vs.
John Cahill et al. - Defendants

Court Common Pleas, Union County, Ohio.
Filed Feb. 18th, 1897.

This cause coming on to be heard upon the petition of the plaintiff herein, Uriah Cahill, the defendants, John Cahill, Oliver P. Davis, Amon Davis, Thomas J. Davis, Philander H. Smith, James Davis, John S. Webster, George W. Harris, Charles H. Fox, Melvin Middleton, David J. Harris, Sterling S. McElroy, Decatus J. Phelps, George W. Jolliff, James W. Monroe, Elmer Bitler, Horace S. Culver, Charles Stultz, Charles G. Morrow, John F. Tilton, David E. Miller, Sidney H. Westbrook, Sylvanus Taylor, John D. Hanson, Charles H. Smith, Howard H. Roberts, Edward J. Brooks, Aquilla F. Staley, and John M. Brodrick, as Assignee of James N. Wright, being each and all in default for answer or demurrer to the petition of the plaintiff herein, and

the Court being fully advised in the premises doth find all and singular the Statements contained in said petition to be true. It is therefore considered and adjudged by the Court that the said partnership heretofore existing between the plaintiff and defendants be and the same is hereby dissolved. And it is further ordered by the Court that Hon. J. E. Griffith be and he is hereby appointed a special Master Commissioner herein to hear the allegations and proofs of all parties interested in or connected with said partnership take testimony in relation thereto, and to take and state an account between said co-partners (the said plaintiff and said several defendants) and with all convenient speed report the same to this Court, with a statement of all property effects, debts, credits, and engagements of said partnership, and the account and standing of each individual copartner and all other matters and things pertaining to the affairs of said partnership and each copartner's connection therewith and the relation of each to the other as to the financial standing of his individual account.
And it is further ordered that all persons having claims against said partnership make showing of the same before said Special Master and that each individual copartner make showing before said Special Master of his standing and connection with said partnership, that the account and standing of each copartner may be determined, And the said J. E. Griffith is directed to notify each of said copartners and all other parties interested of the time and place of such hearing before him as Special Master Commissioner aforesaid, and of all his acts hereunder that he make true and full report to this Court.

7235
Report of Special Master Commissioner

Uriah Cahill — Plaintiff.
vs.
John Cahill et al. — Defendants,

Court Common Pleas, Union County, Ohio.
Filed Sept. 27th, 1897.

To the Hon. Duncan Dow, Judge of said Court:-

In obedience to the order of the Court heretofore made herein, I notified all parties interested (to the number of 75) of the time and place of hearing the allegations and proofs of all claims by and against the late York Breeding Company, and of all other matters and things required by my appointment.
Pursuant to said notice I examined over thirty witnesses and carefully examined a number of books and papers that were introduced as evidence, Said testimony is filed herewith, together with copy of notices served, but said books and papers because of their bulk and value are not filed but retained by me. I find that the following persons are indebted to said Company to the amounts set opposite their respective names, interest being computed to the first day of this term.

E. J. Brooks,	Balance of Acct as Member					$25.54
James H. Davis,	"	"	"	"	"	16.56
Charles H. Fox	"	"	"	"	"	.38
J. D. Hruson	"	"	"	"	"	18.20
Geo. H. Jolliff	"	"	"	"	"	27.84
J. H. Monroe	"	"	"	"	"	23.24
C. G. Morrow	"	"	"	"	"	10.40
D. E. Miller	"	"	"	"	"	31.60
D. J. Phelps	"	"	"	"	"	7.19
H. H. Roberts	"	"	"	"	"	21.08

Charles W. Smith	Balance of Acct as Member	$23.62,
J.F. Tilton	" " " " "	10.02,
Sylvanus Taylor	" " " " "	2.85
J.S. Webster	" " " " "	.41
S.H. Westbrook	" " " " "	74.10
J.A. Foster	Note and Interest	18.31
J.T. Hodge	" " "	6.36
Thomas Davis	" " "	18.25
C.C. Koffgoth	" " "	12.16
Geo. C. Tenney	" " "	11.42
William Gibson	" " "	11.40
James Gibson	" " "	11.40
Master Commission,	Paid by J.H. McMahon	11.40
S.A. Dixon	Note and Interest	11.30
L.D. Davis	" " "	18.46
C.F. Dondua,	Two Notes " "	24.95
S. Stultz	Note " "	13.71
D.S. Davis	" " "	13.55
D.P. Truitt	Two. Notes " "	30.68
P.A. Jolliff.	Note " "	18.31
P.A. Brown	" " "	18.31
H.P. Rayl	" " "	17.19
Geo. H. Fox	" " "	13.72
S.D. Wright	" " "	13.71
J.H. Kines	" " "	13.71
Henry Gibson	" " "	13.70
G.E. Spuse	" " "	13.70
J.T. Middlesworth	" " "	13.70
J.E. Cahill	" " "	13.60
R.A. Linn	" " "	13.64
Christopher Overholser	Colt " "	6.90
Seneca Stalder	" " "	6.90
Thomas Hatcher	" " "	5.70
	Total	$703.51

I also find that said Company is indebted as follows, interest being computed to the first day of the present term;-

To A.T. Staley,	Balance of Acct, he being a partner	$2.72,
" Elmer Biller	" " " " " "	11.69
" J.H. Cahill	" " " " " "	25.77
" H.S. Colvin	" " " " " "	6.99
" Uriah Cahill	" " " " " "	46.11
" O.B. Davis	" " " " " "	46.62
" O.B. Davis & R.H. Southard, Admrs. of Amon Davis		12.97
" T.J. Davis	Balance of Acct, he being a partner	62.10
" Geo. H. Harris	" " " " " "	65.12
" D.J. Harris	" " " " " "	31.42
" S.B. McElroy	" " " " " "	8.68
" P.H. Smith	" " " " " "	36.94
" Charles Stultz	" " " " " "	8.68

To John M. Brodrick, Assignee of J. A. Wright		$51.69
" S. A. Hudson, Services as Stenographer		15.00
" J. H. Kinkade, Attorney fees in this case		25.00
" H. K. Jolliff, Serving notices and expenses		21.15
" H. F. Davis, For treating horse		4.68
" J. H. Shearer & Son, Printing		3.50
" Shearer & Shearer "		1.50
" Compensation and Expenses of Master Commissioner		100.00
" Estimated costs and Odd claims		100.18
	Total	$703.51

Respectfully Submitted.

J. E. Griffith, Special Master Commissioner.

7235 Motion

Uriah Cahill — Plaintiff.
Vs.
John Cahill et. al. — Defendants.

Court Common Pleas Union County, Ohio.
Filed, Sept. 23rd, 1897.

Now comes the plaintiff, by his Attorney J. H. Kinkade, and moves the Court for confirmation of the Report filed by J. E. Griffith as Master Commissioner, and for the appointment of said J. E. Griffith as receiver of said partnership with authority and instructions to fully settle the affairs of the partnership heretofore existing between the plaintiff and defendants in accordance with said report and to report his proceedings as receiver to this Court.

J. H. Kinkade, Atty for Plaintiff.

7235 Entry

Uriah Cahill - Plaintiff.
Vs.
John Cahill et. al. - Defendants

Court Common Pleas, Union County, Ohio.
Filed Sept. 28th, 1897.

This day this cause coming on to be heard upon the motion of the plaintiff for a confirmation of the report of the Special Master Commissioner, and for the appointment of a Receiver herein, the Court having carefully examined the Report heretofore filed herein of Hon. J. E. Griffith as Special Master Commissioner, the Court does hereby approve and confirm the said Report in full and in all its particulars including the allowance for fees for Stenographer, Attorney and the Special Master. And the Court further considering this case upon said motion for the appointment of a Receiver of the property and effects of the partnership heretofore existing between the plaintiff and defendants, and being fully advised in the premises, it is ordered that said J. E. Griffith be and he hereby is appointed Receiver herein, and before entering upon his duties as such receiver he shall take an oath faithfully to perform them and execute with approved surety a bond for the benefit of whom it may concern, in the sum of $1500. conditioned according to law. Whereupon said Receiver shall take possession of all notes, due bills, books of accounts, accounts and all other evidence of debts as reported in the Report of said Special Master filed herein and shall proceed to settle and collect the same, and for that purpose he may commence and maintain actions in his name as such Receiver. That he shall pay out the money by him so collected to the various persons entitled thereto as shown by the report of said Master Commissioner filed herein, and fully settle and wind up the affairs of said partnership heretofore existing between Plaintiff and defendants in accordance with said report, and make due report thereof to this Court.

7235 Entry

7235 Motion

7235 Entry

7235
Entry

Uriah Cahill – Plaintiff
Vs.
John Cahill et al. – Defendants.

Court Common Pleas, Union County, Ohio.
Filed Jan. 28th, 1901.

This day this cause coming on to be heard the Court finds that the Receiver heretofore appointed in this case, J.E. Griffith has removed from this County and State and has neglected and abandoned said Receivership, it is therefore ordered by the Court that the said J.E. Griffith be and he is hereby dismissed as Receiver herein, and it is further ordered that A.C. Longbrake be and he is hereby appointed Receiver herein of the late York Breeding Company, and before entering upon his duties as such Receiver he, said A.C. Longbrake, shall take an oath faithfully to perform same and execute with approved surety a bond for the benefit of whom it may concern in the sum of $500, conditioned according to law for the faithful performance of his duties as Receiver and for the accounting for such monies as he may receive in that capacity, And thereupon said A.C. Longbrake as Receiver shall take possession of all monies, notes, due bills accounts, book of accounts and all other evidence of debts, books, property of any kind, as reported in the Report of Special Master Commissioner heretofore filed in this case and collect the same, and for that purpose he may commence and maintain action in his own name as such Receiver. That the former Receiver, J.E. Griffith, his agent or agents or any person representing him or any other person or persons, having money, papers, books or other property of the late York Breeding Company in his possession are hereby directed and ordered to pay and deliver the same to the said A.C. Longbrake as said Receiver. The said A.C. Longbrake as said Receiver is hereby instructed and directed to proceed to collect all monies due the late York Breeding Company and pay out the money by him so collected to the proper parties, and to fully complete the work of Receiver herein and fully settle and wind up the affairs of said partnership the late York Breeding Company. And in order that full and ample justice may be done to all parties he is therefore further authorized to take such testimony as he may deem necessary for his proper information in this connection, And of all his acts hereunder that he make full report to this Court, together with such recommendation as he may deem proper & equitable,

7235
Motion

Uriah Cahill – Plaintiff
Vs.
John Cahill et al. – Defendants.

Court Common Pleas, Union County, Ohio.
Filed Jan. 6th, 1902.

Now comes the plaintiff, and moves the Court for the appointment of a receiver in the place of A.C. Longbrake who has removed from the County of Union,

7235
Entry

Uriah Cahill – Plaintiff.
Vs.
John Cahill et al. – Defendants.

Court Common Pleas, Union County, Ohio.
Filed Jan. 6th, 1902.

This day this cause came on to be heard upon a motion of the plaintiff for the appointment of a Receiver, and it appearing to the Court that A.C. Longbrake heretofore appointed Receiver herein has removed from the County of Union and therefore cannot longer properly act as Receiver herein, the Court therefore removes the

said A. E. Longbrake as Receiver, and appoints as Receiver herein in the place of said Longbrake, William M. Titsworth of Union County, Ohio.
And it is therefore ordered by the Court that the said William M. Titsworth be and he is hereby appointed Receiver herein. And before entering upon his duties as such Receiver he shall take an oath to perform them properly and execute with approved security a bond for the benefit of whom it may concern in the sum of $500, conditioned according to law. Thereupon said Receiver shall take possession of all notes, monies, due bills, books of accounts, and other evidences of debts as heretofore reported in this cause and shall proceed to settle and collect the same, for that purpose he may commence and maintain actions in his own name as such Receiver, and he shall pay out the money by him collected to various persons entitled thereto for costs first, as may be due or become due, and to such persons as is shown by the report of the Master Commissioner herein, And fully settle and wind up the partnership heretofore existing between plaintiff and defendants. In accordance with said report and make due report thereof to this Court during the present term thereof.

7235
Receiver's Report.

Uriah Cahill — Plaintiff.
Vs.
John Cahill et.al. — Defendants.

Court Common Pleas, Union County, Ohio.
Filed Feb. 11th, 1902.

To the Hon. Duncan Dow, Judge of said Court:-

In accordance with an order of the Court of date of Jan. 6th, 1902, I was duly appointed Receiver in the above entitled case, and properly qualified as such Receiver in accordance with said order, Referring to the report of Special Master Commissioner Griffith filed September 27th, 1897, I find that said Special Master Commissioner set forth in detail the amounts due to the late York Breeding Company and the amounts owing by said Company. I find that said report of said Special Master Commissioner was duly confirmed by the Court September 28th, 1897, and that upon the same date said J. E. Griffith was appointed Receiver and duly qualified as such, and also find that said Griffith as Receiver, collected from the parties owing the said York Breeding Company, of the amounts reported by the Special Master Commissioner as follows:-

Name	Amt found due	Collected	Balance due.
E. J. Brooks	$25.54		$25.54
James H. Davis	16.56	$16.56	
Charles H. Fox	.38		.38
J. D. Henson	18.20	8.20	10.00
Geo. H. Jolliff	27.84	27.84	
J. H. Monroe	23.24	24.00	
C. G. Morrow	10.40	10.40	
D. E Miller	31.60	31.60	
D. J. Phelps	7.19	7.19	
H. H. Roberts	21.08		21.08
Chas. H. Smith	23.52	23.52	
J. F. Tillow	10.02	10.02	
Sylvanus Taylor	2.85		2.85
J. S. Webster	.41	.41	
B. H. Westbrook	74.10	53.55	Balance error

J. A. Foster note	$18.31	$18.31	
J. T. Hodge	6.36		$6.36
Thomas Davis	18.25		off-set.
E. E. Koffroth	13.16		13.16
Geo. C. Trimmey	11.42	11.42	
William Gibson	11.40	11.40	
James Gibson	11.40	11.40	
J. H. McMahan	11.40	11.40	
S. A. Dixon	11.33	10.70	.63
S. D. Davis	18.46	19.53	
C. F. Doudna	24.95	24.95	
S. Stults	13.71	13.71	
O. S. Davis	13.55	13.55	
D. F. Truitt	30.68		30.68
C. A. Jolliff	18.31	18.31	
H. P. Rayl	17.19	17.19	
Geo. W. Fox	13.72	13.90	
S. D. Wright	13.71	13.71	
J. W. Sines	13.71	13.71	
Henry Gibson	13.70	13.70	
G. E. Speese	13.70	13.70	
J. T. Middlesworth	13.70		13.70
J. E. Cahill	13.60	13.60	
R. A. Sims	13.64	12.79	credit .85
Christopher Overholser	6.90	6.90	
James McElvaine	6.90	6.90	
Seneca Slalder	6.90	6.90	
Thomas Hatcher	5.70	5.70	
Melvin Middleton	7.51	7.83	
Totals	$703.51	$524.48	$141.69

As above set forth said Receiver Griffith collected $524.48 leaving balance due and uncollected $141.69, Said Receiver Griffith of the money collected by him paid out upon the indebtedness of said Company, as reported by the said Special Master Commissioner as follows:

Name	Amount.
J. H. Cahill.	$ 30.00.
Uriah Cahill	35.00
O. B. Davis	30.00
T. J. Davis	49.53
D. J. Harris	25.00
S. A. Hudson, Stenographer,	15.00
J. H. Kunkade, Attorney	25.00
H. H. Jolliff Notices	21.15
Shearer & Shearer Printing	1.50
J. H. Shearer & Son "	3.50
Dr. Davis, Veterinary	4.68
J. E. Griffith. Master Com.	100.00
J. E. Griffith Receiver	50.00
Total	$380.36

leaving a balance in the hands of said Receivr, Griffith of $144.12 which he turnd ovvr to Hon. J. M. Brodrick of this amount Mr. Brodrick paid

G.H. Harris	$43.00
P.H. Smith	20.00
J.M. Brodrick, Costacc &c,	5.00
Total	$68.00

leaving a balance of $76.12,

On Jan. 28th, 1901 the Court appointed A.C. Longbrake Receivr herein and said Longbrake nevvr acted as Receivr not having received or paid out any monies nor filed any report of his proceedings. Nor did the said Griffith make any report of his proceedings herein as such Receivr, I havv received sufficient data from said former Receivr Griffith to enable me to make report of the amounts received and paid out by him as hereinbefore stated, The balance in his hands $144.12 was turned ovvr to J.M. Brodrick as stated, Mr. Brodrick paid out as stated $68.00 and turned the balance $76.12 ovvr to me, I havv applid the balance as follows:-

7235 Entry

Name	Amount.
Clerk of the Court, costs	$26.01
M.S. Gallagher, Stenographer	5,11
J.H. Kirkpatrick, Attorney	25.00
T.M. Titsworth, Receivr	20.00
Total	$76.12

leaving nothing in my hands.

I find there is still due the company the following:

Name	Amount.
E.J. Brooks,	$25.54
C.H. Fox	.38
J.D. Hruson	10.00
H.H. Roberts	21.08
Sylvanus Taylor	2.85
J.T. Hodge	6.36
E.E. Koffroth	12.16
J.A. Dixon	.63
D.P. Truitt	30.68
P.A. Jolliff	18.31
J.K. Middlesworth	13.70
Total	$141.69

I find the Company still owing the following:-

Name	Amount.
A.T. Staley	$2.72
Elmer Bitler	11.69
J.J. Cahill	5.77
H.S. Colvrr	6.99
Uriah Cahill	11.11
O.B. Davis	16.62
Amon Davis, estate	12.97
G.H. Harris	22.12
D.J. Harris	6.42
S.S. McElroy	8.68
C.H. Smith	16.94
Charles Stults	8.68
Total	$130.71

As all of the foregoing parties were members of the late York Breding Company and as farther assessments on the members of this Co. would have to be upon the above named parties, I would recommend that no farther assessments be made but that said parties last mentioned as creditors of the Company be given judgment in the amounts due them respectively against the said parties reported above as still indebted to the Company proportionately in the amounts above set forth as due the Company and that execution be awarded accordingly upon motion of any of said parties interested.

Respectfully Submitted,

A. M. Titsworth, Receiver,

7235 Entry

Uriah Cahill — Plaintiff.

Vs.

John Cahill et. al. — Defendants.

Court Common Pleas. Union County, Ohio.

Filed, Feb. 17th, 1902.

This day this cause came on to be heard upon the report of William M. Titsworth, Receiver, filed herein, the same being carefully examined by the Court is hereby approved and confirmed, he being allowed $20.00 for his services as receiver, as well as confirmed the other payments made by him of the monies received by him, And the Court finds there is no money in the possession of the said William M. Titsworth as Receiver, The Court also confirms the recommendation of said Receiver in that Judgment be rendered against the parties named in said report as owing said Company, that said Judgment shall be in favor of and for the benefit of the creditors of said Company proportionally in the names and amounts as set forth in said report and execution is awarded accordingly upon the motion of any of said parties. Said Receiver is hereby discharged and his account fully settled

Attest: Chas. Richardwood

Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the January Term, A.D. 1902,

Be it remembered that heretofore, towit, Oct. 22nd. 1901, the following petition was filed with the Clerk of said Court, towit:-

8001
Petition

David C. Conklin - Plaintiff

Court Common Pleas, Union County, Ohio,

Vs.

John Finch - Defendant.

Plaintiff says that he is and at the time of the grievances hereinafter mentioned was the owner and lawfully seized in fee simple and in actual and lawful possession of a certain farm and appurtenances situate in Jerome Township, Union County, Ohio, and in U.M. Survey No. 5166. And that he and his predecessors in such title and possession have had and enjoyed without interruption the right to and actual use for more than forty years last past of a road way from the north corner of said farm to the public road and known as the Adams and Crottinger Pike, Plaintiff further says that said way is and has been throughout said period a public road and highway open to all the world and in regular, peaceful, undisturbed and lawful use by plaintiff and adjoining land owners, and all persons who wished to use the same, and regularly dedicated to the public use, and is 16 feet wide. And the owners of the adjacent lands and of the lands covered by said road way have throughout said time fully acquiesced in said road and its said use and never disputed the dedication of the same or interfered with its use in any way until the times hereinafter stated, Said road has been improved by piking and working by public Supervisors and work from time to time, and a good road made and ridged up, Said road is absolutely necessary to plaintiff and for his use in going to and from his said farm and is the only outlet of said farm to any other road, and is the only public or private way or road open to said farm of plaintiff or that reaches his said land. It has been fenced for more than thirty years last past on both sides greatly adding to the convenience of its use, About eight years ago the T. & O.C. R.R. Co. put up gates at its crossings of said road, but they were kept open, and never allowed to interfere with the use of said road, until the summer of 1901, the defendant wishing to pasture his cow in said road way allowed and tolerated for a short time now long past, to shut one of said gates for that purpose, and since said time he has been trying to keep same shut by running and shutting same whenever parties would leave it open, and thereby greatly obstructing the use of the road to the material annoyance and damage of the plaintiff, and interruption of the free and undisturbed use thereof in going to and from market, and procuring the attendance of persons needed at his farm. and generally in the enjoyment and value of his farm, to his material damage. Defendant has been threatening to further obstruct and to close it up. Lately defendant has removed one of the fences of said lane or road in part and threatens to remove the rest of it, and so render gates necessary to the Rail Road and threatens to put a gate at the Pike also and shut and lock them, and to obstruct the use of said road. and threatens and if not restrained from so doing by the order of the Court will proceed and obstruct the said road and prevent its free

Precipe
8001.

Summons
8001

Answer
8001

use, and destroy or greatly injure same with stock, to the great and irreparable damage of the plaintiff. Therefor plaintiff prays that defendant by the injunction and order of this Court may be restrained from continuing his said interference and obstruction of said road, and from obstructing said road in any way. Plaintiff says he has suffered damage by reason of the premises in the sum of $100.00 for which he asks judgment against defendant.

J. B. Cole, Atty for Plaintiff

State of Ohio, Union County ss.

David C. Conklin, the plaintiff being sworn says that the facts stated and allegations in his foregoing pleading are true.

David C. Conklin his x mark

Sworn to and subscribed before me this 21st day of October, 1901.

Robert McCrory, Notary Public.

Precipe 8001. To Clerk:-

Issue summons in the above entitled case to Sheriff of Union County, Indorse, Damages claimed $100.00, Injunction allowed.

Summons 8001 The State of Ohio, Union County ss. To the Sheriff of Union County:

You are hereby commanded to notify John Finch that he has been sued by David C. Conklin in the Court of Common Pleas of Union County, and must answer by the 23rd day of November, A.D. 1901, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 4th day of Nov. A.D. 1901. Witness my hand and the seal of said Court this 26th day of Oct. A.D. 1901.

Chas Rathorwood, Clerk.

Indorsements.

Tort action for damages, Injunction allowed, Suit for which, with interest, Judgment will be taken if defendant fail to appear $100.00.

Sheriff's Return.

Received this writ Oct. 26th, A.D. 1901, at 1 o'clock P.M. and served same by leaving at the usual place of residence of John Finch a true and certified copy of this writ Oct. 29th, 1901.

Fees:- $2.30.

S. F. Burnham, Sheriff.

Answer 8001 David C. Conklin — Plaintiff

Vs.

John Finch — Defendant.

Court Common Pleas, Union County, Ohio.

Filed Nov. 22 nd. 1901.

Now comes the defendant and answers to the above entitled action and says:-

I. That he denies each and every allegation stated in plaintiff's petition in the above entitled action.

II. That said road way mentioned in plaintiff's petition as going from the North corner of said defendant's farm to a public road known as the Adams and Crottinger Pike is not the only way out from said defendant's farm to a public road, but there is another roadway or lane leading from said defendant's farm, across the Chamell farm to a public road known as the Ketch Road, and said defendant has at certain times claimed this way to be his road

or outlet to a public road, and has traveled same as much, if not more than the road he allegs to be his only outlet.
III. The defendant asks that injunction be dissolved and costs be taxed against plaintiff.
D. C. Thornton, Atty for Defendant.
State of Ohio, Union County, SS.
John H. Finch, the defendant being sworn says that the facts stated and allegations in the foregoing petition are true as he verily believes,
John H. Finch.
Sworn to and subscribed before me this 21st day of November, A.D. 1901,
D. C. Thornton, Notary Public.

8031 Petition

8001 Reply

David C. Conklin — Plaintiff.
Vs.
John Finch — Defendant.
Court Common Pleas, Union County, Ohio.
Filed Dec. 10th, 1901,
Now comes the plaintiff and for reply to defendants answer herein says that he denies each and every allegation therein contained, Wherefore he prays as in his petition,
James B. Cole, Atty for Plaintiff.
State of Ohio, Union County SS.
Plaintiff being sworn says the facts stated and allegations in this foregoing reply are as he believes true.
David C. (his mark) Conklin.
Sworn to and subscribed before me this 10th day of December, 1901,
Robert McCrory,
Notary Public.

Entry 8001

David C. Conklin
Vs.
John Finch
Court Common Pleas, Union County, Ohio.
Filed Jan. 22nd, 1902,
Now came the parties herein, by their Attorneys, and thereupon this cause came on for hearing on the pleadings and evidence, and was submitted to the Court; on consideration whereof the Court finds on the issues joined, for the plaintiff, and that the plaintiff is entitled to the relief prayed for. It is therefore, on motion of the plaintiff, adjudged and decreed that the injunction heretofore granted in this action enjoining the defendant from obstructing the road leading from the premises of plaintiff to the Adams & Crottinger Pike, and from interfering with the travel of plaintiff thereon, be and the same is hereby, made perpetual.
It is further ordered that the defendant pay all costs of this action, except plaintiffs witnesses; and that in default of payment of same, execution is allowed to issue therefor.

Attest: Chas. Pinkerwood, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the January Term, A.D, 1902,

Be it remembered that heretofore, towit, on February, 11th, A.D, 1902, the following petition was filed with the Clerk of said Court, towit;

8031
Petition

Jno. R. Dunlap, in behalf of Xenia Presbytery of the United Presbyterian Church — Plaintiff.

Vs.

Court Common Pleas, Union County, Ohio.

The United Presbyterian Church of Unionville, Ohio, — Defendant.

Plaintiff says that he was duly appointed and given authority by the following certificate: " I hereby certify that Mr. John R. Dunlap was appointed by the United Presbyterian Presbytery of Xenia, at its meeting in Springfield, Ohio, April 9th, 1900, to attend to the sale of the United Presbyterian Church property in Unionville, Ohio, W. A. Robb, Stated Clerk, Jamestown, Ohio, Jan. 22nd, 1902,

That the property mentioned in the above certificate consists of a Church building, and the lot on which it stands, situated at Unionville, Ohio, and known as the Unionville United Presbyterian Church, property, In lots (53 and 54) Fifty three and Fifty-four in the town of Unionville, That said property is under the control, and the title is held by the Xenia Presbytery of the United Presbyterian Church, and that said Presbytery obtained said control and title by the following transfer; "The following is a certified copy of Minutes of the Second Synod of the United Presbyterian Church, held at Morning Sun, Ohio, Oct. 13-15th, 1896, from Report on Narative and State of Religion, Page 19, "Transferred the Congregation of Sugar Run and Unionville from Sidney to Xenia Presbytery." This Report was adopted by Synod,"

I hereby certify that the above is a correct report of action of Synod,

E. E. Simpson, Stated Clerk,

That the above transfer was made upon the request of Sidney Presbytery and the acceptance of Xenia Presbytery,

The plaintiff further says that there is no person holding a vested contingent or reversion any interest in said Church property, and that said Church is extinct as the term is used in R.S. 3787, and that said property has not been for some time used as a place of worship by said denomination, and that no income is derived therefrom.

Therefore said Xenia Presbytery desires to sell said property, and the plaintiff prays the Court to grant said Xenia Presbytery an order for the sale of said property, and for authority to make a deed for the same,

Carl R. Dunlap.

State of Ohio. Franklin Co. .

John R. Dunlap, being duly sworn says that the facts stated in the above petition are true as he verily believes,

John R. Dunlap.

Sworn to and subscribed in my presence at Columbus, Ohio, this 10th day of February, 1902,

Carl R. Dunlap,
Notary Public.
Franklin County, O,

8031
Entry

John R. Dunlap on behalf of Xenia Presbytery of the United Presbyterian Church — Plaintiff.

vs

United Presbyterian Church of Unionville, Ohio — Defendant.

Court Common Pleas, Union County, Ohio.
Filed Feb. 20th, 1902,

This day this cause came on for hearing upon petition of plaintiff, and the Court being satisfied that the allegations of the petition are true, therefore orders that a sale be made of the premises defined in the petition, viz: a church building and the lots 53 and 54 on which it is located in Unionville, Ohio known as the Unionville Presbyterian Church of Unionville, and the Court further orders that the Presbytery of Xenia be allowed to sell the same and after paying the costs of this action to hold purchase money for the benefit of said Presbytery.

Attest Chas. Southorwood, Clerk.

7999
Petition

7999
Summons

Olias continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the January Term, A.D, 1902,

Be it remembered that heretofore, towit, on Oct. 31st. 1901, the following petition was filed with the Clerk of said Court, towit:-

Mary J. Davis - Plaintiff.

Vs. Court Common Pleas, Union County, Ohio,

7999 Petition

Finley Davis - Defendant.

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

In the month of September, 1897, the plaintiff was married to the defendant at the County of Delaware, Ohio. The plaintiff has always conducted herself properly as a wife. The plaintiff says that at the time of her marriage with the defendant, Finley Davis, he had another wife living and from whom he was not divorced or legally separated. That since his marriage with the plaintiff, the defendant has been guilty of extreme cruelty at and towards this plaintiff both in the use of vile and abusive language and personal acts of violence. The defendant has also been guilty of gross neglect of duty in failing and refusing to provide the plaintiff with the necessaries of life.

Therefore the plaintiff prays that she may be divorced from the defendant, and that the Court will allow her reasonable alimony, and for all proper relief.

Mary J. Davis, by J. S. Cameron, Her Atty.

7999 Summons

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

You are commanded to notify Finley Davis that Mary J. Davis 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 &c, and asking that she be divorced from him, and that she have alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 4th day of November, A.D. 1901. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 31st day of October, A.D, 1901.

Chas Rathorwood, Clerk.

Sheriff's Return.

Received this writ Oct. 31st. A.D. 1901, at 8 o'clock A. M. and served same by leaving at the usual place of residence of Finley Davis, a true copy of this writ, together with a certified copy of petition Oct. 22nd, 1901.

Fees: $2.78

S. F. Burnham, Sheriff
By Allen Haines, Deputy.

7999
Entry

Mary J. Davis — Plaintiff.
Vs.
Finley Davis — Defendant.

Court Common Pleas, Union County, Ohio.
Filed Jan. 20th, 1903.

8023
Petition

This cause came on to be heard on the petition and evidence, the defendant being in default for answer or demurrer, although duly served with process, together with a copy of the petition according to law and upon due consideration thereof, the Court finds that the allegations of the petition are true, and that at the time of his marriage with the plaintiff the defendant Finley Davis had a former wife living and from whom he had not been divorced or legally separated. The Court further find that the plaintiff was married to the defendant as in her petition stated, and that she has been a resident of this State for more than one year prior to the filing of her petition herein, and that at the time of filing the same she was and ever since has been a bona fide resident of this County of Union, And that by reason of the premises the plaintiff is entitled to be divorced from the defendant.

It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between the parties be and the same is, hereby set aside and wholly annulled and both parties released from the obligations of the same. It is further ordered that the plaintiff pay the costs of this proceeding taxed to #—.

Attest:
Chas. Rathorwood,
Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the January Term A.D. 1902.

Be it remembered that heretofore, towit, on January 18th, A.D. 1902, the following petition was filed with the Clerk of said Court, towit:-

8023 Petition

Christopher Grubbs and Joshua Storville - Plaintiffs

vs.

Court Common Pleas, Union County, Ohio.

Jacob Leonard - Defendant.

Plaintiffs say;

They are the owners in fee simple, and have actual possession of Seventy-six and one fourth (76¼) acres of land situate in the Township of Allen and the County of Union and State of Ohio, and in the Virginia Military District and part of Survey No. 3151 and bounded and described as follows, towit: Beginning at a stake in the N.E. line of said Survey and in the Southerly line of the A.C.G.N. Railroad, thence with said line South 37½° W. 27 poles to a stake in the center of the Marysville and Bellefontaine Road, thence with the center of said Road South 79½° E. 193 4/100 poles to a stake in the line of Armstrongs and Phillipps land, thence with their line N. 45¾° E. 7 29/100 poles to a stone corner to said Armstrong and Phillipps in the N.E. line of said Survey, thence with said line N. 36¼° W. 193 poles to the place of beginning, Containing Seventy-six and one fourth (76¼) acres more or less and known as Division No. 5 on plat made by A.S. Mowry, County Surveyor. The defendant claims an interest in said premises adverse to the rights of the plaintiffs, in this towit: that a deed was made to the defendant by P.B. Cole, as assignee of Williams and Bennett for said premises in June 1874, and a transfer upon the duplicate at Auditors office in said County of Union was made upon said deed July 1st, 1874, but no record of said deed was ever made in the Records of Union County. Diligent search has been made for said deed and it cannot be found, thus rendering the title imperfect of record, as to said premises. Said plaintiffs and those under whom they hold title to said premises have had possession and control of said premises since July 1st A.D. 1874, continuously. Plaintiffs pray therefore that defendant may show what if any interest he has in said tract of land and that the claim of said defendant may be adjudged null and void, and that the plaintiffs title be quieted against the same and for such other relief as is proper.

J. Piper, Atty for Plaintiffs.

State of Ohio, Union County ss.

Christopher Grubbs, being first duly sworn according to law says that the facts stated and the allegations in the foregoing petition are as he verily believes true.

Christopher Grubbs.

Sworn to before me by Christopher Grubbs and by him subscribed in my presence this 18th day of January, A.D. 1902.

(Seal)

Howard E. Bell, Notary Public.

8023
Answer

Christopher Grubbs and Joshua Storville - Plaintiffs
Vs. Court Common Pleas, Union County, Ohio.
Jacob Leonard - Defendant. Filed Feb. 7th, 1902.

And now comes the defendant, Jacob Leonard and waiving the issuing and service of process enters his appearance herein and for answer to the petition of plaintiffs herein says, that he admits all the facts stated and allegations in the petition set forth as true except the allegation that he claims some interest in said premises adverse to the rights of the plaintiffs. Defendant says he has no right to or claim in or upon the premises in the petition described in any manner or form whatever and has no objection to make and makes no objection to the granting of the prayer of plaintiffs, but asks that the same be granted as prayed.

Jacob Leonard,

State of Ohio, Union County ss.

Jacob Leonard, the defendant herein, being duly sworn according to law says that the facts stated and allegations in his foregoing answer are as he verily believes true,

Jacob Leonard.

Sworn to before me and subscribed in my presence by Jacob Leonard on this 30th day of January A.D., 1902.

(Seal) Howard E. Bell, Notary Public.

8023
Entry

Christopher Grubbs and Joshua Storville - Plaintiffs,
Vs. Court Common Pleas, Union County, Ohio.
Jacob Leonard - Defendant. Filed Feb. 17th, 1902.

This cause came on to be heard on the pleadings and evidence the defendant entering appearance by answer interposing no objection to the allowance of prayer of the petition and upon due consideration thereof the Court finds that the allegations of the plaintiffs are true, that at the commencement of this action the said plaintiffs were in possession of real property described in the petition and that they had the legal estate therein and was entitled to the possession thereof, that the defendant has no estate in nor is he entitled to the possession of said real estate or any part thereof and that the plaintiffs ought to have their title and possession quieted as against the said defendant as prayed in their petition. The Court further find that said plaintiffs and those under whom they hold have had undisputed possession and control of said premises for more than twenty-one years last past. It is therefore adjudged and decreed that the title and possession of said plaintiffs to the premises in the petition described be and the same is hereby quieted as against the defendant and all persons claiming under him, and is hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of said plaintiffs, their heirs, or their assigns thereto.

It is ordered that the plaintiffs pay costs in this suit for which judgment is rendered against them,

Attest: Chas Pinkerwood, Clerk

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 Plea of the State of Ohio, before Hon. Duncan Dow, Judge of said Court of the January Term, A. D. 1902,

Be it remembered that heretofore, towit, on August 1st. 1901, the following petition was filed with the Clerk of said Court, towit:-

7961
Petition

Graham Brothers (a firm composed of Alvi Graham and Levi Graham, doing business in the Village of Marysville, O.- Plaintiffs.

Vs.

Court Common Pleas, Union County, Ohio,

Rose Hostetter, Willis Richman and Luella Richman -- Defendants.

The plaintiffs allege that they (plaintiffs) on the 22nd day of April, 1901, before A. M. Hinger, a Justice of the peace in and for Paris Township Union County, Ohio, secured a judgment against the defendants Rose Hostetter and Willis Richman for the sum of One Hundred and Nine Dollars and Eight cents ($109.08) with interests and costs, which judgment still remains in full force and is unsatisfied, Said judgment was taken on two promissory notes, one of which was dated May 20th, 1899, for the sum of Twenty-five Dollars with eight per cent interest, and one note dated February 2nd, 1900, for the sum of Seventy-five Dollars with interest at eight per cent from date, The above described notes were due respectively April 1st. 1901, and Oct. 1st. 1900,

Second:- The said plaintiffs filed a certain transcript of said proceedings had before said Justice of the Peace with the Clerk of the Court of Common Pleas of Union County, Ohio, on July, 29th, 1901.

Third:- That on the 29th day of July, 1901, the plaintiffs caused an execution to be issued by the Clerk of said Court of Common Pleas on said judgment against the property of said Rose Hostetter and Willis Richman, defendants, which was delivered to the Sheriff of said County, who, being unable to find any goods and chattels of the said defendants, whereon to levy, indorsed on said writ "No Goods" and said officer after diligent inquiry, being unable to find any property of said defendants, Rose Hostetter and Willis Richman held by them in their own name, levied said execution on the following real Estate situated in Paris Township, Union County, Ohio, and a part of Virginia Military, Survey No. 4069 and bounded and described as follows, Viz:- Beginning at a stone at the north east corner of Hiram Kents farm; thence with the east line of said farm S. 9° E. 7 poles to a stake and stone northwest corner to Peter Daum's land; thence with the north line of said land N. 82° E. 22½ poles to a stake corner to John M. Korlp's land; thence with his line Northwesterly N. 29½° E. 71 47/100 poles to a stake corner to George O. Long's land; thence with his line N. 57° W. 77 8/100 poles passing over a stone in the margin of the road to a stake in the center of the Marysville and Milford gravel road, thence with the center of said road S. 41° W. 125 56/100 poles to a stake corner to a three (3) acre lot reserved by J. W. Robinson; thence with the line of said three acre lot S. 49° E. 33 6/100 poles to a stake corner to said lot in the line of said Kents farm; thence with the line of said Kents farm N. 80½° E. 61 48/100 poles to the beginning, containing 58 acres of land more or less.

Fourth: That on the 3rd day of August 1900, and before the rendition of the judgment in this case, the said defendant, Rose Hostetler, conveyed said property to one Luella Richman, daughter of the said Rose Hostetler, for the consideration of $1.00, love and other valuable consideration,

Fifth:- That one of the conditions of said deed, is that the grantee, Luella Richman is to pay the grantor, $50.00 per year so long as she, grantor, may live. The said deed of conveyance conveys to said grantee, only a life estate in said lands, and at her death the said lands go to her child, Beatrice H. Richman, and in case of the death of both grantee and child before the grantor, then to revert back to the grantor, Rose Hostetler, and her heirs, and in case of the grantors, all future payments to cease,

Sixth:- Another condition in said deed of conveyance is, the said grantee, Luella Richman is not to sign for any one, any paper as security while she has this land, or mortgage the same for any sum or consideration,

Seventh:- Another condition in said deed of conveyance is that in case of the death of the grantor and grantee and her child, the said land to go to one Ada House and one Mell Curtis,

Eighth:- The said deed of conveyance herein described, and the premises conveyed by said deed was a gift from the grantor to the grantee, and was made for the purpose of hindering, delaying and defrauding the plaintiffs and other creditors of said Rose Hostetler.

Ninth:- The said defendants Rose Hostetler and Willis Richman are insolvent and became insolvent at the time the said conveyance by Rose Hostetler to Luella Richman was made and the said defendants, Rose Hostetler and Willis Richman have no property whatever liable to the satisfaction of said debt, except that described above,

Truth: Said property, if free from incumbrance, is worth about the sum of $3000, but by reason of said fraudulent conveyance and gift from Rose Hostetler to Luella Richman, rendering the title acquired by the purchaser at a sale under the execution uncertain, it cannot be sold, or if sold would not bring sufficient to satisfy the plaintiffs claim, The plaintiffs therefore pray that said conveyance from Rose Hostetler to Luella Richman may be cancelled and set aside and held for naught, and said property, free from said incumbrance, be declared to be the property of Rose Hostetler and that said officer may sell the same under execution and apply the proceeds thereof in satisfaction of the plaintiff's claim, and for such other relief as justice may require.

F. A. Thompson, Atty for Plaintiffs.

State of Ohio, Union County ss.

I, Alvi Graham, one of the plaintiffs in the above entitled action do solemnly swear that I believe the facts stated in the foregoing petition to be true,

Alvi Graham.

Subscribed in my presence and sworn to before me this 1st day of August. A. D. 1901,

F. A. Thompson, Notary Public.

7961 Precipe

Precipe to Clerk:-

Issue summons against the defendants, Rose Hostetler, Willis Richman and Luella Richman, directed to the Sheriff of Union County, Ohio returnable according to law,

F. A. Thompson
Atty for Plaintiffs.

7961 Summons

7961 Answer

7961
Summons

Issued Aug 1st. 1901. - Returned and filed Aug. 3rd. 1901.
The State of Ohio, Union County — To the Sheriff of Union County:-
You are hereby commanded to notify Rose Hostetler, Willis Richman, & Luella Richman that they have been sued by Graham Bros, in the Court of Common Pleas of Union County and must answer by the 31st day of August A. D, 1901, or the 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 August A. D, 1901, Witness my hand and the seal of said Court this 1st day of August A. D, 1901, Chas. C. Tenborowood, Clerk.
Endorsements.
In action to set aside deed and enforce lien,
Sheriff's Return:- Received this writ August 1st. A. D. 1901, at 3 o'clock P. M, and served same by personally delivering to Willis Richmond a true and certified copy of this writ with all of the endorsements thereon, and by leaving at the usual place of residence of Luella Richman, and Rose Hostetler true and certified copies of this writ with all the endorsements thereon, Aug 1st. 1901.
Sheriff's Fees $1.52
S. F. Burnham, Sheriff.

7961
Answer

Graham Bros,
Vs.
Rose Hostetler et. al.

Court Common Pleas, Union County, Ohio.
Filed Sept 9th, 1901,

First Defense: The defendant Rose Hostetler, now comes and for her answer herein says, she admits the facts stated in the First, Second, Third and including the Seventh causes of action set forth in the plaintiffs petition, and denies each and every other allegation contained in said petition,
Second Defense:- This defendant says that while the deed of conveyance, conveying said lands to Luella Richman states the consideration to be the sum of one dollar, love, and affection, yet she avers the fact to be that the same was for a full and valuable consideration as follows: that said Luella Richman agreed to and did assume the payment of a certain mortgage on the premises described in the plaintiffs petition of $850, and to pay to this defendant the sum of $50.00 annually and provide a home for her while she lived. That the said Luella Richman had by inheritance from her Father's estate the sum of $1600.00 with interest since May 1893 and at the time of the purchase of said lands by this defendant said sum of $1600.00 with its interest was loaned to this defendant by Luella Richman and used in the purchase of said lands, and at the time of this conveyance was with its interest wholly unpaid and due to said Luella Richman and was a part of the consideration for the conveyance from this defendant to said Luella Richman, which together with the amount of the mortgage and $50.00 per year to be paid to this defendant made and was a full and valuable consideration for said lands. This defendant says she denies that said conveyance was fraudulently made to Luella Richman or a gift to her to defraud the plaintiff in the collection of

notes against Willis Richman. This defendant further says that she was merely the security of Willis Richman to said plaintiffs and received no part of the consideration of said debt, and long before said conveyance had been informed that the same was fully, and did not know at the time of said conveyance that the same was unpaid,
Wherefore this defendant asks that the petition of the plaintiff may be dismissed, and that she recover her costs against the plaintiff.

D. H. Ayers. Atty for Rose Hostetter,

State of Ohio, Union County ss,
Rose Hostetter, being first duly sworn says the facts stated and allegations contained in the foregoing answer are as she believes true,

Mrs. Rose Hostetter,

Sworn to before me and signed in my presence this 3rd day of Sept. 1901,

(Seal) O. A. McAdow,
Notary Public.

7961 Entry

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7961 Answer

Graham Bros.
Vs.
Rose Hostetter et. al.

Court Common Pleas. Union County, Ohio.
Filed Sept. 9th, 1901,

First cause of defense:- The defendant, Luella Richman now comes and for her answer herein says, she admits the facts stated in the first and seventh causes of action set forth in the plaintiffs' petition and denies each and every other allegation contained therein,
Second defense:- This defendant says that while the deed of conveyance conveying said lands to this defendant states the consideration to be one dollar, love and affection, yet she avers the fact to be that the said conveyance to her was for a full and valuable consideration as follows, towit: That this defendant agreed to and did assume the payment of a certain mortgage on the premises in the petition described for the sum of $850.00 with interest from the 3rd day of August, 1900, and to pay to the grantor, Rose Hostetter the sum of $50.00 per year as long as she lives. That this defendant had by inheritance from her fathers estate, the sum of $1600.00 which together with its interest from May, 1893, was used and enabled the said grantor, Rose Hostetter to purchase said lands, and at the time of this conveyance to this defendant was due her from said Rose Hostetter and wholly unpaid. That the payment of said $1600.00 with its interest as aforesaid was a part of the consideration of the conveyance of said lands to this defendant. This defendant denies that said conveyance was fraudulently made to her by Rose Hostetter or a gift to her to defraud the plaintiffs in the collection of their notes against Willis Richman.
Wherefore this defendant asks that the petition of the plaintiffs be dismissed and that she recover her costs herein. D. H. Ayers. Atty for defendant.

State of Ohio, Union County ss.
Luella Richman being first duly sworn says the facts stated and allegations contained in her foregoing answer are as she believes true,

Luella Richman.

Sworn to before me and signed in my presence this 7th day of September, 1901,

(Seal) H. M. Titsworth, Notary Public.

7961 Entry

Graham Bros.
vs.
Rose Hostetter et. al.

Court Common Pleas, Union County, Ohio,
Filed Jan. 20th, 1902.

Now comes the plaintiff herein, and this cause was submitted to the Court upon the petition and the evidence, and the Court find the allegations of the petition are true, and that the conveyance of the property described in the petition was made with intent to hinder delay and defraud creditors, as the said plaintiff in his petition alleged.

It is therefore considered by the Court that the said deed of conveyance from Rose Hostetter to Luella Richman be, and the same is hereby set aside, vacated and declared to be of no force or effect in law, to affect or convey the title of the said described premises to the said Luella Richman. It is therefore further considered by the Court that the said property in the petition described be subjected to the payment of the debts of the said Rose Hostetter according to the priorities hereafter to be determined.

It is further decreed that the said Rose Hostetter pay One Hundred Dollars ($100.00) which is to be in full payment for the amount asked in plaintiffs' petition, to be paid by defendant Rose Hostetter within ninety days from this decree, and to pay five Dollars on the costs, and Graham Bros, the plaintiffs herein to pay the balance of the costs, and that for that purpose said property be sold by the Sheriff of this County as upon execution, if the above amount of One Hundred Dollars ($100.00) and five Dollars costs is not paid to the said plaintiffs within ninety days from the date of this decree, and that the Sheriff return his proceedings to this Court for further order in the premises.

Attest:
Chas Timborwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dodd, Judge of said Court of September Term, A.D. 1901.

Be it remembered that heretofore, towit, on January 30th, 1901, the following petition was filed with the Clerk of said Court, towit:-

7908 Petition

Mary A. Jones - Plaintiff.

vs.

Court Common Pleas, Union County, Ohio.

J.H. Monroe, Treasurer of Union County, O,
and the Village of Richwood Ohio - Defendants.

Now comes the plaintiff and for her causes of action says:

1st. That one of the defendants, J.H. Monroe, is the duly elected and qualified Treasurer of the said County of Union,

2nd. That one of the defendants, the said Village of Richwood, is a municipal Corporation duly organized under the laws of the State of Ohio,

3rd. That the plaintiff herein is the owner of the following described real estate situated in the aforesaid Village of Richwood, Union County, Ohio, in Survey No. 6293, in Claibourne Township, towit:- Beginning at a stone in the West line of land formerly owned by S.V.R. Young, now by Mary A. Jones, and in the middle of the road leading East from Ottawa Street: thence S. 15¾°, E. 20 27/100 poles to a stone and Burr Oak; thence S. 87½° W. 7 77/100 poles to a stone; thence N. 15¾° W. 20 79/100 poles to the middle of the aforesaid road; thence with the center of said road 7 77/100 poles to the place of beginning, containing one acre of land.

4th. Said property with the improvements thereon, is and was, for the years 1890 to 1900, valued for taxation at $300, and taxes for said years were duly assessed thereon for County, State, City, Township and School purposes, and charged on the duplicate of the County for said years, and plaintiff paid the full amount of said taxes for said years except the half tax for the present tax year, which was payable on or before the 20th day of December 1900, and amounts to $3 39.

7908 Precipe

The common Council of the said Village of Richwood, defendant, without authority of law, assessed the aforesaid premises of the plaintiff for the construction of a stone side-walk in front of said premises, Sixty-one and 29/100 Dollars and the Clerk of said Village without authority of law, certified said assessment to the Auditor of this County, and the said Auditor without authority of law, directed the defendant as Treasurer of said County to charge and collect from this plaintiff upon said property the further sum of Twenty Three Dollars and two cents for the year 1900, Twenty-three Dollars and two cents for the year 1901, and Twenty-three Dollars and two cents for the year 1902, in excess of the taxes legally charged on said premises.

7908 Summons

The Common Council of the said defendant Village of Richwood, did not, as required by law, enact any ordinance requiring or providing for the construction of the said sidewalk in front of the aforesaid premises, neither did they have any plans and specifications prepared and on file for the construction of the same. The plaintiff further says that the defendant, the said Village of Richwood, did not advertise for sealed bids for the construction of the aforesaid walk neither was the construction of the said side-walk sold and there

was no contract made for the construction of the said sidewalks, and there was no ordinance enacted by the Council of the said defendant Village of Richwood creating the aforesaid assessment on the aforesaid premises.
On the 30th day of January, 1901, plaintiff duly tendered the defendant as Treasurer of this County $3.36 being the total amount due of the half tax of the present year on said property, but the defendant refused and still refuses to receive said sum without payment of the said amounts illegally charged. Plaintiff has at all times since and still is ready and waiting and now offers to pay said amount lawfully due.
Defendant intends and threatens to enforce the collection of the amounts unlawfully demanded as aforesaid as well as the amount lawfully due, and to impose penalties against plaintiff upon the amount lawfully due, and to sell said property at tax sale or otherwise to distrain plaintiff's property therefor, to the great and irreparable injury of plaintiff.
Therefore plaintiff prays that defendants be enjoined from demanding and collecting from her on said property a greater sum than $3.36, lawfully due and from adding any penalty thereto and from demanding and collecting said amounts claimed to be due as additional taxes for the years 1900, 1901, and 1902, and for such other and further relief as is proper.

S. F. VanAuken and H. V. Spicer
attys for Plaintiff.

State of Ohio, Union County ss.

Mary A. Jones being duly sworn says that the statements and allegations made in the foregoing pleading are true.

Mary A. Jones.

Subscribed and sworn to before me this the 30th day of January, A. D. 1901, (Seal) H. V. Spicer, Notary Public.

7908 Precipe

To the Clerk of the aforesaid Court:-
You will issue summons for the defendants in the foregoing action to the Sheriff of Union County, O. endorsed "Civil action for Injunction" returnable according to law.

S. F. VanAuken and H. V. Spicer.
attys for plaintiff.

7908 Summons

The State of Ohio, Union County; To the Sheriff of Union County:-
You are hereby commanded to notify J. W. Monroe, Treasurer of Union County, and The Village of Richwood, O. that they have been sued by Mary A. Jones in the Court of Common Pleas of Union County and must answer by the 2nd day of March, A. D. 1901, or the 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 Feb. A. D. 1901.
Witness my hand and the seal of said Court this 30th day of Jan. A. D. 1901.

Chas. E. Funhorwood, Clerk

Endorsements.

"In civil action for Injunction."
Sheriff's Return:- Received this writ January 31st. A. D. 1901, at 8 o'clock A. M. and served same by delivering to J. W. Monroe, Treasurer of Union Co. and to J. S. Jolliff, Mayor of the Village of Richwood, a true and certified copy of this writ with all the endorsements thereon Jan. 31st. 1901.

S. F. Burnham, Sheriff.

Sheriff's Fees:- $3.66

7908
Answer

Mary A. Jones — Plaintiff.
vs.
J. H. Monroe, Treasurer of Union County, Ohio,
and The Village of Richwood, Ohio — Defendants.

Court Common Pleas. Union County, Ohio.
Filed April, 15th, 1901.

Now comes the defendant, The Village of Richwood, Ohio, and in answer to the plaintiff's petition admits that it is a municipal corporation duly incorporated under the laws of the State of Ohio; that the defendant, J. H. Monroe, is the duly elected and qualified Treasurer of the County of Union in this State; that the plaintiff is the owner of the real estate described in the petition herein; that said property was for the years 1891 to 1900 inclusive listed for taxation on the gruveral tax duplicate of said County at the value of Two Hundred Dollars; and that said property was assessed by this defendant for the purpose and the amount alleged in plaintiff's petition, but denies each and every other allegation in said petition contained.

On the 10th day of March, A.D. 1900, the Council of said Village of Richwood at its regular meeting duly passed a certain resolution, a true copy of which is hereto attached, marked "Exhibit A", and made a part hereof requiring stone sidewalks to be constructed on both sides of Ottawa Street, in said Village, between termini including said property of plaintiff, and in accordance with the grade and specifications therefor provided in certain ordinances thereto for duly passed. Said resolution contained a statement that it was the intention of council to construct said sidewalk wherever the property owners failed to do so within thirty days after notice to do so, and to assess the cost thereof upon the abutting property, and to certify the same to the Auditor of said County of Union to be collected as taxes. A copy of said resolution, duly certified to by the Mayor of said Village in the manner shown by said "Exhibit A" hereto attached, was duly served upon the plaintiff by delivery of the same to her personally on the 16th day of May, A.D. 1900. Plaintiff failed to construct said sidewalk within thirty days after said notice to do so, and thereupon this defendant constructed the same with the intention of assessing the cost thereof upon plaintiff's said property, all of which she then well knew and made no objection thereto, but on the contrary volunteered direction and assistance in said work. At the times when all the proceedings were had in relation to said sidewalk, the plaintiff resided within the corporate limits of said Village and upon her said property abutting upon said Ottawa Street, and from a time long prior thereto has continuously so resided, and she had every opportunity of knowing and did know of each and every proceeding of this defendant and its agents in relation to said sidewalk; and if there were in said proceedings any of the defects alleged in her petition, she had full knowledge of the same at the time of the occurrence thereof and made no objection thereto; and thereby and by her acts and conduct with full knowledge as aforesaid waived her claims set out in her petition, and is therefor estopped therein. The cost of said sidewalk as assessed upon said property of plaintiff is no more than a reasonable charge for the material used and labor performed in the construction thereof, and said property has been benefited thereby to an extent exceeding the amount of the assessment. Said property through inadvertence, was duly assessed for the full cost of said sidewalk and said assessment certified to the Auditor of Union

County and by him placed upon the tax duplicate as provided by law. On or about the 15th day of February, 1901, this defendant by its counsel offered the plaintiff to settle this action by remitting all of said assessment exceeding Fifty Dollars, and to pay the costs of this action then accrued, which plaintiff refused. Thereupon said Council at its regular meeting on said day passed a resolution remitting all of said assessment in excess of Fifty Dollars, and making said amount payable in eight semi-annual installments, commencing in December, 1901, and authorizing the Auditor of Union County to make said correction upon his tax duplicate; and said resolution was duly certified to said Auditor on the 13th day of April, 1901, and has been duly complied with by said Auditor. Wherefore this defendant prays that the Court will duly consider its equities herein, and adjudge that the plaintiff be held to pay the said assessment of Fifty Dollars, in the manner last provided and to pay all costs herein accruing since this defendant proposed to settle this action as aforesaid, and for all proper equitable relief.

John F. Millar, Solicitor for Defendant.

State of Ohio, Union County ss.

John F. Millar, being first duly sworn, says that he is the duly constituted Solicitor of the Village of Richwood, Ohio, and its Attorney duly authorized in the premises, and that the facts stated and allegations made in the foregoing answer are true, as he verily believes.

John F. Millar.

Sworn to and subscribed before me this 13th day of April, 1901.

(Seal) H. H. Sagers, Notary Public.

Exhibit "A"

Legal Notice- Resolution requiring stone sidewalks to be constructed on both sides of Ottawa Street in the Village of Richwood, Union County, Ohio. Be it resolved by the Council of the Village of Richwood, Union County, Ohio, that stone sidewalks shall be constructed on both sides of Ottawa Street from the East line of the Union School grounds and from the line of the new street just East of the H. T. Jones property to the right of way of the Erie Railroad Company, and that said sidewalks shall be constructed in accordance with the grade, plans and specifications therefor provided in certain ordinances duly passed by the Council of said Village now in force. Be it further resolved, that it is the intention of the Council to construct said sidewalks at as reasonable a cost as good work and material may be had for and to assess the cost thereof upon the properties abutting thereon according to the foot front and to certify said assessments to the Auditor of Union County to be collected as other taxes in such number of semi-annual installments as the Council may hereafter determine, as is provided by law may be done, if said property owners or any of them fail through neglect or prejudice or for any other cause to construct said sidewalks within thirty days after receiving notice to do so as hereinafter provided.

Be it further resolved, that the Mayor is hereby directed to cause a certified copy of this resolution to be served by the Marshal upon each owner, or his or her agent, of each and every parcel of land abutting upon the lines of said proposed improvement, and the

Marshal is directed to make due service thereof and return of such service duly verified to the Clerk; and the Clerk is directed to duly preserve said returns and also to cause this resolution to be duly published for two consecutive weeks in the manner provided by law for constructive service upon non-residents. Adopted this 10th day of March A.D. 1900.

M. H. Hill, Mayor
S. D. Evans, Clerk.

To Mary A. Jones, owner of Lot No. — abutting on Ottawa Street, in the Village of Richwood, Union County, Ohio; You are hereby notified that the Council of said Village, at a regular meeting thereof on the 10th day of March, 1900, passed a certain resolution of which I hereby certify that the foregoing resolution is a true and exact copy.

(Seal) J. S. Jolliff, Mayor of said Village.

1908 Appeal Bond

1908 Reply

Mary A. Jones - Plaintiff.
vs.
J. H. Monroe, Treasurer et. al. - Defendants.

Court Common Pleas, Union County, Ohio.
Filed Sept. 30th, 1901.

The plaintiff being in default for reply having first received leave of Court to file same, says for her reply to defendants answer, denies that she knew of the intention of the defendant, the Village of Richwood, to assess the costs of the construction of the said sidewalk upon her said premises, Denies that she volunteered or gave any direction or assistance in the construction of said walk, Denies that she had every opportunity of knowing and did know of each and every proceeding of the defendant for and the construction of said sidewalk, Denies that she had full knowledge or any knowledge of the defects of the proceedings for and in the construction of the said sidewalk, But the plaintiff presumed and thought that the defendant was proceeding regularly and legally and with full authority of law. The plaintiff further denies that the said defendant The Village of Richwood, did on or about the 15th day of February, 1901, or at any other time remit the excess of said assessment, exceeding Fifty Dollars, but the said defendant did by its Common Council on or about the 15th day of February 1901, at a regular meeting pass a resolution repealing and cancelling all of said assessment. Wherefore the plaintiff asks that the prayer of her petition, that an injunction be granted against the collection of said assessment.

S. H. Van Winkle and H. V. Speier, Atty's for Plff.

State of Ohio, Union County ss.

Mary A Jones being duly sworn says that the statements and allegations made in the foregoing reply are true as she verily believes.

Mary A. Jones.

Sworn to and subscribed before me this 30th 19th day of Sept. 1901.

(Seal) H. V. Speier, Notary Public.

1908 Entry

Mary A. Jones — Plaintiff.
vs.
J. H. Monroe, Treasurer et. al. Defendants.

Court Common Pleas, Union County, Ohio.
Filed. Oct. 8th, 1901.

This cause having come up for hearing on the 8th day of October, 1901, upon the pleadings and the evidence, and having been so heard at that time and taken under consideration by

the Court until this 19th day of October, 1901, it is adjudged and decreed that the defendants be enjoined from collecting any of the assessment against plaintiff's property herein sought to be enjoined, the sum of Fifty Dollars, and that the said assessment be and hereby is approved and confirmed for said sum of Fifty Dollars,

It is further considered, and adjudged that the defendant, The Village of Richwood, pay the costs herein, taxed to $—.

To all of which judgment and decree against plaintiff her attorneys duly excepted and gave notice of her intention to appeal therefrom and the amount of her bond therefor was fixed by the Court at One Hundred Dollars,

7908
Appeal Bond

Mary A. Jones — Plaintiff

vs.

J. H. Monror, Treasurer et. al. — Defendants.

Court Common Pleas, Union County, Ohio,
Filed Nov. 16th, 1901,

Whereas on the 19th day of October, 1901, of the September Term, in this case, entitled as above, pending in said Court of Common Pleas, a judgment was rendered adverse to the said plaintiff, and said plaintiff caused to be entered on the records of said Court, in due form of law, notice of her intention to appeal said cause to the Circuit Court of said County, and the Court fixed the penalty of the appeal Bond at ($100) One Hundred Dollars,

Now, therefore, we the said Mary A. Jones, as principal, and H. C. Hamilton of Richwood, Ohio, and Ike Eckelberry of Richwood, Ohio, as sureties, do hereby in accordance with the Statute for such cases of appeal made and provided, jointly and severally undertake and promise, and bind ourselves to the said J. H. Monror, Treasurer of Union County, Ohio, and Village of Richwood, O. defendants, in the sum of one Hundred Dollars, that the said appelant shall abide by and perform the order and judgment of the appellate Court, and shall pay all money, costs and damages, which may be required of or awarded against her, by such Court,

Signed by us this the 14th day of Nov. 1901.

Mary A. Jones
H. C. Hamilton,
H. Eckelberry,

I approve the above bond with the sureties thereto this 16th day of Novmber, 1901.

Chas Pinhorwood, Clerk.

Attest:

Chas Pinhorwood
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the March Term, A.D. 1902.

Be it remembered that heretofore, towit, on Oct. 19th, A.D. 1902, the following petition was filed with the Clerk of said Court, towit:-

7996 Petition

James C. Moffitt – Plaintiff.

vs.

Court Common Pleas, Union County, Ohio,

John H. Moffitt, Clara Moffitt, Lula Moffitt, and Mahlon Wright, Admr. with will annexed, – Defendants.

Comes now the above named plaintiff, James C. Moffitt, and for his cause of action against the within named defendants says:-

That on the 23rd day of September, A.D. 1901, William Moffitt of Washington Township, Union County, Ohio, the father of plaintiff, died, leaving this plaintiff his only child and heir at law, That on the 5th day of October, A.D. 1901, a certain paper writing, purporting to be the last Will and testament of said William Moffitt, bearing date of the 26th day of July, A.D. 1901, was presented to and admitted to probate by the Probate Court of Said County that said paper writing remains in said Court as a portion of the records thereof. A copy of said Will is in words and figures as follows, towit:- "In the name of the Benevolent Father of all,

I, William Moffitt of Byhalia, Ohio, do make and publish this my last Will and Testament.

Item 1st: I give and bequeath to my son James C. Moffitt, and his heirs forever the following parcels of land situate in Byhalia, Ohio, towit: One Lot of about ¾ of one acre on the Southwest corner of the square, one parcel on the East side of the Marysville and Kenton Pike, containing about four acres, and one parcel on the West side of said road, containing about three acres, Item 2nd:- I give and bequeath to John H. & Clara A Moffitt, the farm on which I now reside, containing 43 acres, during the term of their natural lives, and at their death to go to their daughter, Lula M. Moffitt, and her heirs.

Item 3rd:- I give and bequeath to John H. & Clara A. Moffitt all my household goods and kitchen furniture (excepting one bedstead and bedding thereto belonging, which I give and bequeath to Lula May Moffitt,)

In testimony thereof I have hereunto set my hand this 26th day of July in the year 1901.

William Moffitt.

Signed and acknowledged by said William Moffitt as his last will and testament, in our presence and signed by us in his presence.

H.S. Stamets.

H.H.H. Flick."

Letters of Administration were issued thereon by said Probate Court to Mahlon Wright as Administrator with the Will annexed, who thereupon qualified and is now acting as such. By the terms of said paper writing, these defendants, John Moffitt, Clara Moffitt and Lula Moffitt, are named as legatees and devisees of said William Moffitt, deceased. That by the terms of said pretended Will, the said defendants, John Moffitt, Clara Moffitt and Lula Moffitt, are devised and bequeathed real estate and personal property of about the value

7996 Summons

The

of Thirty-five Hundred Dollars ($3500.), being the larger part of plaintiff's father's entire estate. The plaintiff further says that said paper writing is not the last Will and Testament of said William Moffitt, for said William Moffitt at the date of said writing, and for some years prior thereto, was not of sound mind and memory, but by reason of extreme age and protracted pain and sickness was mentally incapacitated from making a Will or a proper distribution of his property, or competent to transact any important business, and was persuaded and coerced into the signing of said paper by the undue influence of the defendant, John Moffitt, others conspiring with him and the defendants, Clara Moffitt, wife of the said John H. Moffitt, and Sula Moffitt, and by the false, fraudulent and collusive representations of the defendant, John H. Moffitt and Clara Moffitt, and by others at their suggestion influencing and prejudicing the weak mind of the said William Moffitt, and induced to execute said pretended Will. Plaintiff further says that said Will is unjust and not the wish of said testator, and was not executed as required by law. Plaintiff further says that the said paper writing and the bequests therein were procured and made by the exercise of said John Moffitt, Clara Moffitt, Sula Moffitt and others, of undue influence over the mind of plaintiff's father, so that the paper writing does not, because of such undue influence, speak his wish and will. That said Sula Moffitt is a minor under fourteen years of age.

Therefor plaintiff prays that a guardian ad litem be appointed for said minor defendant, and that an issue be made up and tried as to whether said paper writing is the last Will and Testament of said William Moffitt; that said will be set aside; that the same be found and declared not the last Will and Testament of said William Moffitt, and for such other and further relief as is equitable and just.

E. L. Twing, Atty for Plaintiff.

State of Ohio, Lucas County ss.

James C. Moffitt, being by me first duly sworn on oath, deposes and says that the matters and facts set forth and contained in the foregoing petition are true as he verily believes.

James C. Moffitt,

Sworn to before me and subscribed in my presence this 17th day of October, A. D. 1901.

J. H. Armstead, Notary Public,
Lucas County, Ohio,

To the Clerk:-

Please issue summons in the above entitled case, addressed to the Sheriff of Union County, Ohio for the defendants herein named, returnable according to law.

E. L. Twing,
Attorney for Plaintiff.

7996 Summons

The State of Ohio, Union County ss. — To the Sheriff of Union County.

You are hereby commanded to notify John H. Moffitt, Clara Moffitt, Sula Moffitt, and Mahlon Wright, Administrator, that they have been sued by James C. Moffitt in the Court of Common Pleas of Union County, and must answer by the 16th day of

November, A.D. 1901, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 28th day of October A.D. 1901, Witness my hand and the seal of said Court this 19th day of October, A.D. 1901,
(Seal) Chas Rutherwood, Clerk
Endorsements:- "In action to contest Will.
Sheriff's Return:- Received this writ Oct. 19th, A.D. 1901, at 6 o'clock P.M. and served same by leaving at the usual place of residence of Malon Wright a true and certified copy of this writ Oct. 21st. 1901, and by personally handing to John H. Moffitt, Clara Moffitt and Lulu Moffitt true and certified copies of this writ Oct. 22nd, 1901,
Sheriff's Fees. $4.65
S.T. Burnham, Sheriff.
By Allen Haines Deputy.

7996 Answer

James C. Moffitt — Plaintiff
Vs.
John H. Moffitt et.al. — Defendants.
Court Common Pleas, Union County, Ohio.
Filed Nov. 12th, 1902.

The defendants, John H. Moffitt, Clara Moffitt, and Lula Moffitt, (the last named is a minor under fourteen years, towit, under the age of eleven years) answer to the petition of plaintiff and admit:

That William Moffitt died as alleged in plaintiffs petition, and that James C. Moffitt, the plaintiff is the only child and heir at law of the said William Moffitt, deceased, And these defendants further admit that the said William Moffitt during his life time made his last Will and testament as alleged in said petition, and that the same was admitted to Probate as alleged. Defendants admit also, that the copy of said will set up in plaintiffs petition is substantially a correct copy thereof, and that Letters of Administration were granted to said Malon Wright, as alleged, and that these answering defendants are named as legatees and devisees, as alleged, and that property was devised to them, as alleged, but the value of the same as set up in said petition is not admitted, but on the contrary is denied. And these answering defendants deny each and every allegation and statement of said petition, not herein specifically admitted to be true.

Porter & Porter, Atty's for Defendants.

John H. Moffitt, one of the above named defendants herein, being sworn, makes oath, that the facts stated in the foregoing answer are true as he believes,

John H. Moffitt.

Sworn to by John H. Moffitt before me and signed by him in my presence this 7th day of November A.D. 1901,

E.H. Porter, Notary Public,
Union County, Ohio.

7996 Motion

James C. Moffitt - Plaintiff
Vs.
John H. Moffitt et.al. - Defendants.
Court Common Pleas, Union County. Ohio.
Filed Mar. 26th, 1902,

The defendants, John H. Moffitt et. al. except to the deposition of Mrs. Sarah Jennings and Harley M. Shelly, taken on the 17th day of January 1902, by the plaintiff at Toledo, Ohio, and filed as evidence for the plaintiff in this case, for the following reasons, towit:-

1. Said witnesses were each non-expert witnesses, and each undertake to testify on the questions of incapacity of the testator to make a

7996 Stipulation of Settlement

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will, and also as to unlawful and undue influence in the making of said Will. They each undertake to give their opinion as to the mental condition of said testator, without first having testified to facts within the knowledge of either of them, tending to throw light upon the mental condition of said testator, and the undue influence over him, and without any basis for the opinion of either. They were each asked, on direct examination as to the capacity, in their opinion, of said testator to make a Will. Each answered in substance that in their opinion he was not competent to make a will, or to transact any important business.

Defendants say that the answer of each was illegal and incompetent, neither witness having it in his power to testify as to the capacity of the testator to make a will, or to transact any important business. Such inquiry involves a matter of law, and no basis was formed for such opinion. The exceptors therefore ask that the direct examination of both said witnesses in said depositions be stricken therefrom because the same was unlawful and incompetent.

Porter & Porter, Attys for Defendant.

7996
Stipulation of Settlement

James C. Moffitt - Plaintiff
Vs.
John H. Moffitt et. al. - Defendants

Court Common Pleas, Union County, Ohio.
Filed Mar. 27th, 1903.

It is hereby stipulated to, by and between the parties in the above entitled cause that this case be marked settled, and each party to pay his own costs herein. It is further stipulated and agreed to by and between the parties herein that, whereas a certain mortgage of $400.00 upon the property described in the plaintiffs petition, being about forty-three (43) acres of land, is hereby assumed by the defendants, John H. Moffitt and Clara Moffitt, which they agree to pay and all interest accrued thereon. It is further stipulated and agreed by and between the parties herein that the said James C. Moffitt, plaintiff herein, relinquishes all right, title and interest in and to said property as heir at law of the said William Moffitt, deceased, and that the said Forty Three (43) acres being the same tract or parcel of land which is devised by William Moffitt to John H. Moffitt, Clara Moffitt and Lula Moffitt.

It is hereby agreed that the above named parties shall take all devise and bequests under the Will, the same as if this suit had not been commenced, and the parties consent that the matter be formally presented to the Jury to find in favor of the Will.

J. C. Moffitt.
J. H. Moffitt.
Clara A. Moffitt.

7996
Verdict

James C. Moffitt
Vs.
John H. Moffitt et. al.

Union County Common Pleas Court.
Filed Mar. 27th, 1903.

We, the Jury being duly impaneled and sworn to well and truly try the issues joined between the parties herein, after hearing the evidence, argument of counsel and charge of the Court do find that the paper writing a copy of which is set out in plaintiffs petition is the last will and testament of William Moffitt, deceased.

A. H. Turner, Foreman.

7996 Entry

James C. Moffitt - Plaintiff
Vs.
John H. Moffitt et al. - Defendants

Court Common Pleas, Union County, Ohio.
Filed Mar. 27th, 1902,

This day this cause came on to be heard on the issues joined between the parties hereto, and before the case was submitted to a Jury the case was settled between the parties according to a Journal Entry heretofore made, and to which reference is hereby made, for the terms of said settlement; and thereupon under said agreement and consent of both parties an issue being made up in the pleadings the question was duly submitted to said Jury to try, determine and pass upon the question whether the writing produced by the contestee is the last will and testament of the said William Moffitt, deceased. And the Jury being sworn to try said issue, the contestee introduced in evidence said paper writing and also the record of the Probate Court admitting said Will to Probate, and no further testimony was introduced by either party, and the Jury in their verdict say that said paper writing, a copy of which is set out in the plaintiff's petition is the last Will and testament of said William Moffitt, deceased. and in accordance with said agreement of settlement the Court adjudge that each party pay the costs respectively made by said parties, and in default of payment of costs, that execution is awarded accordingly for the collection of the same.

Attest: Chas Pruhorwood, Clerk

7699 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 Hon. Duncan Dow, Judge of said Court of the March Term, A.D, 1903,

Be it remembered that heretofore, towit, on August 12th, 1899, the following petition was filed with the Clerk of said Court, towit:

7699 Petition

Marshall Markey and Fred E. Guthery, Administrators of the estate of John Markey, deceased — Plaintiffs.

vs. Court Common Pleas, Union County, Ohio,

Ellen B. Beem — Defendant.

Now come the plaintiffs, Marshall Markey and Fred E. Guthery and say they are the duly appointed and qualified Administrators of the estate of John Markey, deceased, late of Marion County, Ohio, and that they are now in the discharge of their said trust as such Administrators of said estate and for a cause of action against the said defendant, Ellen B. Beem say: that on or about the 26th day of May, A.D, 1884, O. Beem, who was the husband of the said defendant, Ellen B. Beem, executed and delivered to the said John Markey, who was then in full life his certain promissory note of that date for the sum of Three Hundred Dollars, to become due in twelve months from date and to draw interest at six per cent, per annum, of which said note together with all endorsements thereon the following is a true copy:-

"$300.00 Twelve months after date, for value received I promise to pay to John Ferrill or order the sum of Three Hundred Dollars, with interest at six per cent per annum,

Dated, Richwood, O. May 26th, 1884. O. Beem."

On the face of said note appears the following indorsement:-

"Received on this note interest for one year, January 12th 1892."

On the back of said note appears the following indorsements:-

"July, 24th, 1884, I guarantee and assign the within note to Thomas Kerr, fifty dollars excepted when note paid - John Ferrill"

"Pay to the order of John Markey, as per contract on the back of this note, July 6th, 1885 — Thomas Kerr".

"For value received of John Markey I assign the balance of Fifty Dollars to him giving assigned my entire interest to him in this note John Ferrill"

"Received on this note interest up to March 3th 1888 — John Markey".

The above are every and all the indorsements on said note.

These plaintiffs say that said note became due and payable on the 29th day of May, 1885, and has been due and payable ever since said date except as extensions of time was given by said Markey as hereinafter set forth, That at various times previous to the 3rd day of February, 1893, the exact day and date these plaintiffs are unable to say the knowledge of the same being known to the defendant herein, the said defendant in consideration of an extension of time to the said O. Beem to pay said note by the said John Markey, who was then in full life, agreed to pay said note; that on the 3rd day of February, 1893, the said defendant, Ellen B. Beem, in consideration of an extension of time of the payment of said note by the said John Markey, who was then in full life, from the said date of February 3rd, 1893 to the

next fall of the same year, made and delivered to the said John Markey, who was then in full life an agreement in writing, of which the following is a copy:-

"Richwood, Ohio, Feb. 3rd, 1893.

Mr. Markey;- Yours received, and I am very sorry that I cannot meet the obligation now. Not hearing from you sooner I used the money I had for you in paying another debt, only last week, which makes it impossible for me to pay yours now. The next payment on my property does not come due until next fall, and then I will attend to your matter.

Hoping this will be satisfactory, I am,

Yours Respectfully,

"R.S. Mrs. Ellen B. Beem"

Said agreement was made with and meant to be made with the said John Markey, and the name "Mr. Markey" therein mentioned is the said John Markey of whose estate these plaintiffs are the Administrators, that the obligation therein mentioned and referred to was the note set forth in the petition. These plaintiffs further say that in consideration of the extension of time for the payment of said note and obligation the said defendant, Ellen B. Beem, acknowledged in writing said agreement so made by her as heretofore set forth in this petition, and acknowledged her previous promise to pay said note which said acknowledgment or promise was made on the 5th day of September, 1893, and was in the words and figures following:-

7699
Precipe

"Richwood, O. Sept. 5th, 1893,

John Markey, Esq,

Marion, Ohio. Sir:- Yours received and Mrs. Beem requested me to write you. I am her son-in-law and I don't think she promised to pay after harvest, as she has no harvest to depend upon. I think she said she would look after it about Nov. 1st. when she will have some money coming to her, and she cannot do so before that time.

Yours Truly,

Robert Smith."

7699
Summons

Plaintiffs say that said acknowledgment or promise was written and made at the instance of the said defendant and referred to the note, a copy of which is set forth in this petition. These plaintiffs say that the said John Markey in consideration of said promise of defendant extended the time of payment of said note for the time in said promise mentioned and that he duly performed all the conditions of said agreement on his part to be performed, and that he did not proceed to collect said note before the time had expired for the payment of the same by the said maker thereof and defendant as per the above agreement, towit; the Fall of 1893.

7699
Demurrer

The said maker of said note O. Beem, has departed this life and died insolvent and the said note, nor any part thereof cannot be collected from any assets of him or his estate. Plaintiffs say that no part of said note has been paid except as shown by the indorsements thereon as above set forth; that these plaintiffs are the holders and owners of said note as the Administrators of the estate of John Markey deceased, and that there is due them thereon from the said defendant Ellen B. Beem the sum of Three Hundred Dollars with interest thereon from the 2nd day of March, 1888 at six per cent per annum

less the sum of $18.00 paid on the 12th day of January, A.D. 1892,
Wherefore these plaintiffs pray for judgment against the said defendant,
Ellen B. Beem, in the sum of $300.00 with interest thereon at six per
cent per annum from the 2nd day of March, A.D. 1888 less the sum of
$18.00 paid on the 12th day of January, 1892, and for costs of suit.

Marshall Markey and Fred E. Guthery,
Administrators of the estate of John Markey, decd,
By Fred E. Guthery, their Attorney.

The State of Ohio, Marion County ss,

Fred E. Guthery being by me first duly sworn says he is one of the Administrators of the estate of John Markey, deceased, late of Marion County, Ohio, duly authorized in the premises and that the facts stated and allegations made in the foregoing petition are true as he verily believes,

Fred E. Guthery,

Sworn to by the said Fred E. Guthery and by him subscribed in my presence this 26th day of July, A.D. 1899. (Seal)

E.C. Smith, Notary Public,
Marion County, Ohio,

7699
Precipe

To the Clerk:-

Issue summons to the within named defendant, Ellen B. Beem, directed to the Sheriff of Union County, Ohio, returnable according to law, and indorse:- amount claimed $300.00 with interest at 6% per annum from March 2nd, 1888, less $18.00 paid on January 12th, 1892, and judgment therefor is prayed together with costs of suit.

Fred E. Guthery,
Atty for Plaintiffs,

7699
Summons

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

You are hereby commanded to notify Ellen B. Beem that she has been sued by Marshall Markey and Fred E. Guthery, Administrators of the estate of John Markey, deceased, in the Court of Common Pleas of Union County and must answer by the 9th day of September, A.D. 1899, or the 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 August, A.D. 1899. Witness my hand and the seal of said Court, this 12th day of August, A.D. 1899. (Seal) J. N. Gosnell, Clerk

Endorsements:- "In action for money, amount claimed $300.00 with interest thereon at 6% per annum from March, 2nd, 1888, less $18.00 paid January, 12th, 1892, and for costs"

"Sheriff's Return,

Received this writ Aug. 14th, A.D. 1899, 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 Ellen B. Beem personally on Aug. 17th, 1899.

J. Ed. Robinson, Sheriff.

Sheriff's Fees: $3.21

7699
Demurrer

Marshall Markey et. al. - Plffs,
Vs.
Ellen B. Beem - Dfft.

Court Common Pleas, Union County, Ohio.
Filed Sept. 9th, 1899.

The defendant herein demurs to the petition of the plaintiff, for this said petition does not state facts sufficient to constitute a cause of action against the defendant.

Ellen B. Beem, By James E. Robinson
Atty.

7699
Entry

Marshall Markey et. al. Admrs. &c.
Vs.
Ellen B. Beem.

Court Common Pleas, Union County, Ohio.
Filed April 16th, 1901.

This day this cause came on to be heard upon the demurrer of defendant to the petition of plaintiff, and was argued by counsel and submitted to the Court, Thereupon the Court after due consideration overrules said demurrer, to which ruling of the Court, the defendant by counsel then and there excepted, Thereupon defendant asked and obtained leave of Court to answer in 30 days and cause is continued.

7699
Answer

Marshall Markey and Fred E. Guthery, Admrs.
Vs.
Ellen B. Beem -

Court Common Pleas, Union County, Ohio.
Filed Sept. 16th, 1901.

Now comes the defendant, Ellen B. Beem, and for a first defense to the plaintiffs petition denies that she on the 3rd day of February, 1893, or at any other time agreed either verbally or in writing to pay the note described in plaintiffs petition or any part thereof. And denies that on the 5th day of September, 1893, or at any other time she authorized Robert Smith or any other person to agree either verbally or in writing to pay said note or any part of it. and denies that she on said date or at any other time agreed by agent or otherwise to pay said note or any part thereof.

Second ground of defense:- The defendant says that in order to induce her to pay said note, described in plaintiffs petition, and with the intention of deceiving her John Markey, deceased, falsely and fraudulently represented to the defendant that said note was secured by a mortgage on defendants real estate and that if she did not pay the note her real estate could be sold under the alleged mortgage; the defendant relied on said representations and believed them to be true, and if she made any promises to pay the note described in plaintiffs petition the same were made while she was relying on said representations, and while she believed them to be true, That said representations were false and fraudulent and were known to be false and fraudulent by the said John Markey at the time he made them.

Third ground of defense:- The defendant says that the said John Markey never extended the time of payment of said note, as set forth in plaintiffs petition, and if there ever were any promises to pay said note made by the defendant the same were without consideration and consequently were void.

Therefore defendant prays she may go hence without day and recover her costs herein expended.

James E Robinson,
Attorney for Defendant.

The State of Ohio, Union County ss.

Ellen B. Beem, being first duly sworn deposes and says that the facts stated and the allegations made in the foregoing answer are as she believes, true.

Ellen B. Beem.

Sworn to and subscribed before me this 14th day of September, 1901.

(Seal)

James E. Robinson,
Notary Public.

7699
Entry

7699
Reply

7699
Reply

Marshall Markey and Fred E. Guthery, Admrs.
vs.
Ellen B. Brem,
Filed, Oct. 14th, 1901.

Now come the plaintiffs and for a reply to the answer of the defendant say; They deny each and every allegation set forth in said answer that it is not an admission of the allegations of the petition and for a specific reply to the second ground of defense in the said answer of the defendant these plaintiffs say;

They deny each and every allegation in said second ground of defense set forth that is not an admission of the allegations of the petition of plaintiffs. Therefor having made reply to the said answer of the defendant these plaintiffs pray for judgment as in their petition they have heretofore prayed and for all proper relief and costs of suit.

Marshall Markey and Fred E. Guthery Administrators of the estate of John Markey, deceased,
By Crissinger & Guthery, their attorneys,

The State of Ohio, Marion County ss.

Fred E. Guthery being by me first duly sworn says the facts stated and allegations made in the foregoing reply are true, as he verily believes.

Fred E. Guthery,

Sworn to by the said Fred E. Guthery and by him subscribed in my presence this 11th day of October, A. D. 1901,

Enoch Crow, Notary Public,
Marion County, Ohio,

7699
Entry

Marshall Markey and Fred E. Guthery, Admrs.
vs.
Ellen B. Brem,
Court Common Pleas, Union County, Ohio.
March, 24th, 1902,

This day this cause having been assigned for trial and the burden of proof being upon the plaintiffs, who failed to appear in person or by attorney, and no good cause being given for a continuance, this cause is dismissed for want of proof and for want of prosecution at plaintiffs costs,

It is therefore considered by the Court that the defendant recover of plaintiffs the costs in this behalf expended taxed to—

It is further ordered by the Court that in default of payment of the costs in this case that execution issue therefor.

Attest:

Chas C. Richardwood,
Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the January Term, A.D. 1902,

Be it remembered that heretofore, towit, on November 23rd, 1901, the following petition was filed with the clerk of said Court, towit:-

8008 Petition

James Rittenhouse- Plaintiff.

Vs. Court Common Pleas, Union County, Ohio,

Sarah Rittenhouse- Defendant.

Plaintiff says, that he is a bona fide resident of Union County, Ohio, and has been a permanent resident of said State and County for the year last past. That on or about the 22nd day of March, 1902, in said County and State, he was married to the defendant, and that the following children were born as the issue of such marriage, Orange Rittenhouse now past seven years old (born about the 23rd day of October 1894), and one not named, (deceased).

Plaintiff further says, that he has ever since said marriage conducted himself toward said defendant, as a faithful and obedient husband.

That the defendant disregarding her marital duties as a wife has been willfully absent from said Plaintiff for more than three years last past without any just cause therefor; and further the said defendant has been guilty of gross neglect of duty toward the plaintiff, and on or about the 8th day of January, 1895, said defendant and plaintiff separated, and said defendant at that time refused to live with said plaintiff, and wholly disregards all marital duties toward plaintiff.

Plaintiff therefore prays that he may be divorced from said defendant, and that he be granted such other relief as is proper.

M.S. Myers, Atty for Plaintiff.

James H. Rittenhouse being duly sworn says that the facts stated and allegations made in the foregoing petition are true as he believes.

James H. Rittenhouse,

Sworn to by James H. Rittenhouse before me and subscribed in my presence by him this 23rd day of November, 1901.

(Seal) M.S. Myers. Notary Public.

To the Clerk:-

Issue summons for defendant, and copy of petition, directed to the Sheriff of Union County, Ohio, endorse action for divorce, returnable according to law.

M.S. Myers, Atty for Plaintiff.

8008 Summons

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

You are commanded to notify Sarah Rittenhouse that James H. Rittenhouse has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on her) charging her with willful absence, and asking that he be divorced from her and for other proper relief. Said petition will stand for hearing during the term of Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 2nd day of Dec. A.D. 1901. Witness my hand and the seal of said Court at Marysville this 23rd day of November A.D. 1901. (Seal) Chas. Rutherwood

Clerk

Sheriff's Return.

Received 4 o'clock P.M. on the 23rd day of November A.D. 1901, and on the 25th day of November A.D. 1901, I served same upon the defendant by personally handing to her a true copy thereof together with a certified copy of the petition in this case.

Sheriff's Fees: $1.66

S. F. Burnham, Sheriff.

8008 Entry

James H. Rittenhouse - Plaintiff.

vs.

Court Common Pleas, Union County, Ohio.

Sarah Rittenhouse - Defendant. Filed Jan. 22nd, 1902.

This day this cause came on for hearing, defendant withdrew her answer and cross-petition. The Court finds that the plaintiff at the time of filing his petition, had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further finds upon the evidence adduced that the defendant has been guilty of gross neglect of duty as alleged in plaintiff's petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said James H. Rittenhouse and Sarah Rittenhouse be, and the same is, dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, maintenance, education and control of the said child of the parties hereto be confided to the said Sarah Rittenhouse, but it is hereby ordered that the said plaintiff, James H. Rittenhouse shall have the privilege of visiting said child at all reasonable times, and that the said plaintiff shall pay the sum of ($2.00) two dollars per month to said defendant for support and maintenance of said child, payable quarterly, the first quarter of which shall be paid on or before the 22nd of April, 1902, and every three months thereafter. Plaintiff to pay costs.

Attest:

Chas. E. Richardwood.

Clerk.

(Brought forward from page 282)

7747 Mandate

State of Ohio, Union County ss. —— Circuit Court, Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before Hon Caleb H. Norris, Hon. James H. Day, Hon. William T. Mooney, presiding Judges, at Marysville on the 2nd day of October, 1901, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following viz:-

Joshua Richardson et. al.

Vs.

B. F. Paxson et. al,

This day this cause came on for trial and hearing upon the issues made by the pleadings of the parties, and the evidence, and was argued by counsel, and the Court being fully advised in the premises find the equities of the case to be with the plaintiffs against the defendants. B. F. Paxson and wife, and the Court find that said deed of conveyance so made by Clark Richardson to B. F. Paxson was fraudulent and void as claimed by plaintiffs in their petition and should be set aside and cancelled of record. The Court therefore order, adjudge and decree that said deed of conveyance so made be set aside, vacated and held for naught, and order that the same be cancelled of record, and the Court adjudge the costs made herein against the said B. F. Paxson. It is therefore considered by the Court that the plaintiffs recover of the said B. F. Paxson their costs herein taxed to $- and execution is awarded therefor. And the Court further find from the issues joined in the case that said land is subject to partition, and said cause is remanded to the Court of Common Pleas for execution for costs against the said B. F. Paxson and for the partition of said real estate and for such other proceedings in said cause as are required by law. Motion for a new trial by said B. F. Paxson is overruled, And the said B. F. Paxson to all rulings and decisions and judgments herein made excepts and fifty days is allowed for the bill of exceptions.

And it is further ordered that the Clerk of this Court cause to be entered on the margin of the record of said deed cancellation of the same."

I, Chas. Pinkerwood, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the seal of said Court this 2nd day of October, A. D. 1901.

(Seal) Chas Pinkerwood, Clerk

State of Ohio, County of Union, —— {Circuit Court of Ohio within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union, Greeting:- We do hereby command you that you proceed without delay to carry the within and forgoing judgment of our Circuit Court in the cause of Joshua Richardson et. al. Vs. B. F. Paxson et. al. into execution.

Witness Chas. Pinkerwood, Clerk of our said Circuit Court, at Marysville, Ohio, this 2nd day of October A. D. 1901.

(Seal) Chas Pinkerwood, Clerk

7747 Entry

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7747 Writ of Partition

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7747 Entry

Joshua Richardson et. al.
Vs.
B. F. Paxson et. al.

Court Common Pleas, Union County, Ohio.
Filed Nov. 18th, 1901.

This day this cause came on to be heard upon the motion of Joshua Richardson and Lizzie Fry, the plaintiffs in said consolidated actions to carry into effect the mandate of the Circuit Court ordering partition herein. It is ordered by the Court that by the oaths of John Hendricks Tracy Hicks and John Sullivan three judicious disinterested free holders of the vicinity, upon actual view of the premises, partition thereof be made in the following proportions, one eight part thereof to Joshua Richardson, plaintiff, one eight part to Jane Ward, one eight part to Washington Richardson, one eight part to Aaron Richardson, one eight part to Mariah Hughs, one eight part to Elizabeth Dillie, one twenty fourth part each to Henry Snell, William Snell, and Carrie Fowler, and one forty eight part each to plaintiff, Lizzie Fry, Siddie Williams, B. F. Paxson, S. J. Paxson, Sallie Marmon and Minnie Bird, 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.

It is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause partition to be accordingly.

7747 Writ of Partition

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. 1901, in a civil action therein pending (for partition) wherein Joshua Richardson et. al, the plaintiffs, and B. F. Paxson et. al, the defendants, you are hereby commanded, that by the oaths of John Hendricks, Tracy Hicks and John Sullivan, 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 discribed real estate, towit: Situate in Washington Township, being a part of Survey No. 12112, Brginning at a stone in the Ridgway and Rushylvania Road, Northwest corner of Cordelia Maybrry's land; thence with the North line of said Survey, South 79½° W. 64.80/160 poles to a stone corner to George Bailey's land; thence South 10½° E. 74.3 poles to a stone in the North line of B. F. Rem's land; thence South 79½° W. 21.4 poles to a stone corner to B. F. Rem's land; thence South 10½° E. 36.35 poles to a stone; thence N. 79½° E. 43.65 poles to a stone corner to Cordelia Maybrry's land; thence N. 10½° W. 100.35 poles to the place of Brginning, containing thirty-six (36) acres of land more or less."

Also the following land in said County of Union and State of Ohio, in Survey No. 12112, and bounded and described as follows: Brginning at a stode in the center of the Ridgway and Rushylvania Road corner to C. C. Maybrry's land; thence with the north line of said Survey S. 79½° W. 19.64 poles to a stone; thence S. 10½° E. 100.35 poles to a stone; thence N. 10½° W. 100.35 poles to the place of brginning containing fourteen acres more or less", among the persons named herein, and in the following proportions, towit:- To Joshua Richardson, Jane Ward, and Washington

Richardson 1/8 th part each; To Aaron Richardson, Maria Hughs and Elizabth Dillie 1/8 th part each; To Henry Snell, William Snell and Carrie Fowler, 1/24 th part each; To Lizzie Fry, Siddie Williams and B. F. Paxson 1/48 th part each; To P. J. Paxson, Sallie Marndon, and Primmie Bird 1/48 th part each,

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

Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 19th day of Novembr A. D. 1901,

Chas Truhorwood, Clerk.

— Sheriffs Return. —

As commanded by the forgoing writ of partition, I have executed the same by the oaths of John N. Hendricks, Tracy Hicks and John Sullivan, causing said partition to be made as will appear by the report of Commissioners herewith returned. Given under my hand this 20th day of Nov. A. D. 1901.

Sheriffs Fees $6.40
Commissioners " $30.00

S. F. Burnham
Sheriff.

— Commissioners Report. —

According to the demand of the writ of partition in this case issued and on call of the Sheriff of said County, we, the undersigned Commissioners after being first duly sworn, and upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, and we do estimate the value of the same at $3250,

Given under our hands this 20th day of Nov. A. D. 1901,

John N. Hendricks.
Tracy Hicks
John N. Sullivan
} Commissioners.

7747 Entry

Joshua Richardson et. al.
Vs
B. F. Paxson et. al.

Court Common Pleas, Union County, Ohio.
Filed Feb. 17th, 1902.

This day this cause came on to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, And it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, the said Commissioners have made and returned their appraisement of said premises in the sum of $3250, and the Court find said return and proceedings to be in all respects correct and in conformity to law, do therefor approve, and confirm the same, And therefore more than one of the parties having elected to take said premises separately at the appraised value, It is Ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of this County, and that said Sheriff is ordered to proceed to sell the same according to law, and return his proceedings herein to this Court without unnecessary delay.

7747 Order of Sale.

7747 Entry

7747
Order of Sale.

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, 1902, in a certain petition for partition, now pending in said Court, wherein Joshua Richardson et. al. petitioners and B. F. Paxson et. al. respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said partition described, towit:- (See description in Writ of Partition) Appraised at $2350, 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 Marysville, this 25th day of February, A.D, 1902. (Seal) Chas E. Richardson, Clerk.

— Sheriff's Return. —

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 Richwood Gazette a newspaper printed and general circulation in Union County, Ohio, and on the 5th day of April, A.D, 1902, at 10 o'clock P. M, on said day, at the door of the Court House in said County, I offred for sale at public auction, the lands and tenements described in this writ, and M. F. Williams having bid the sum of $53.00 per acre or $2650.00, said sum being more than two thirds of the appraised value, and he being the highest and best bidder was declared the purchaser.
Sheriff's Fees: $19.87

S. F. Burnham, Sheriff.

7747
Entry

Joshua Richardson et. al.
vs.
B. F. Paxson et. al.

Court Common Pleas, Union County, Ohio.
Filed April 7th, 1902

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 on the Courts careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed.
And it is further ordered that the said Sheriff convey to the purchaser M. F. Williams by deed according to law, the property so sold, and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to $2650.00, 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, towit: the sum of $—.
Second: The costs of this action, including an Attorney fee to Porter & Porter and Dora Aikin of Eighty-three Dollars, taxed to $—.
Thirdly: The residue if any, he bring into Court to abide the further order of this Court.

7747
Legal Notice

Joshua Richardson et.al.
Vs.
B.F. Paxson et. al.

On order of Sale in Partition.
Court Common Pleas, Union County, Ohio.
Filed April 11th, 1903,

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, April, 5th 1903, at or about the hour of one o'clock, P.M. on said day the following described real estate, towit: (See description in Petit of Partition) Appraised at $45.00 per acre. Terms of sale; One third cash, one-third in one year, one third in two years, deferred payments secured by mortgage on the premises.

S.F. Burnham, Sheriff.

(Proof of Publication.)

State of Ohio, Union County ss,

I, Geo. H. Worden, publisher of the Richwood Gazette, being duly sworn say that the notice hereto attached was published in the Gazette on the 6th day of March, 1903, and continued therein 5 consecutive times, during all of which time the said newspaper was printed and in general circulation in said County.

Geo. H. Worden.

Sworn to and subscribed before me, this 10th day of April, 1903,

(Seal)

J.F. Miller, Notary Public.

7747
Entry

Joshua Richardson et. al.
Vs.
B.F. Paxson et. al.

Court Common Pleas, Union County, Ohio.
Filed April 11th, 1903,

This day this cause coming on to be further heard upon the distribution of the proceeds arising from the sale of the real estate in this case, it is ordered by the Court, that the Sheriff after paying the costs and taxes herein, as directed by a former order of this Court, pay the balance of the proceeds in his hands to Joshua Richardson, Administrator of Clark Richardson, deceased, to be administered according to law.

Attest:

Chas Rutherwood,
Clerk

8032
Petition

8032
Precipe

8032
Summons

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 Hon. Duncan Dow, Judge of said Court of the March, Term, A.D. 1902.

Be it remembered that heretofore, towit, on Feb. 12th, A.D. 1902, the following petition was filed with the Clerk of said Court, towit:-

8032 Petition

Yorith Upthagrove — Plaintiff.

vs.

Court Common Pleas, Union County, Ohio.

Charles Upthagrove — Defendant.

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

Second: On the 27th day of February, A.D. 1894, at West Canaan in the County of Madison, and the State of Ohio, she was married to the defendant, and she has ever since conducted herself toward the said Charles Upthagrove as a faithful and obedient wife. There was during said marriage born as the issue of said marriage one child named, Lulu Upthagrove age four years.

Third: The defendant for more than four years last past has been guilty of gross neglect of duty towards plaintiff in that, by reason of his idleness and dissipation, he has willfully failed and neglected to provide this plaintiff and her said child with food and clothing and the common necessaries of life, so that she has been compelled to live by her own exertions and labor, and on the assistance and charity rendered by her relatives, although he was fully able to properly support her and her said child.

Fourth: That the defendant has been guilty of habitual drunkenness for three years last past.

Five:- That defendant has on divers times, been guilty of extreme acts of cruelty toward her by striking, beating and threatening to kill her.

Six: Plaintiff therefore prays that she may be divorced from the defendant and that she may be awarded the custody of her said child, and have such other and further relief as in equity she is entitled to.

D. E. Thornton, Atty for Plaintiff.

State of Ohio, Madison County ss.

Yorith Upthagrove being first duly sworn says that the facts stated and her allegations in her foregoing petition are true.

Yorith Upthagrove.

Sworn to and subscribed before me this 9th day of January A.D. 1902.

(Seal) D. E. Thornton, Notary Public.

8032 Precipe

To Clerk:-

Issue summons upon the petition in the above case, together with a copy of the petition directed to the Sheriff of Franklin County, Ohio, returnable according to law, prayer of petition for divorce and custody of child.

D. E. Thornton, atty for Plaintiff.

8032 Summons

The State of Ohio, Union County ss. — To the Sheriff of the County of Franklin:-

You are commanded to notify Charles Upthagrove that Yorith Upthagrove has filed, in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition, (a copy of which is herewith served

on him, charging him with gross neglect of duty &c, and asking that she be divorced from him and that she have custody of minor child and for other proper relief. Said petition will stand for hearing during the term of said Court next running, and six weeks from and after the service of this writ. You will make due return of this Summons on the 24th day of Feb. A.D, 1902, Witness my hand and the seal of said Court at Marysville this 13th day of Feb A.D, 1902,

Chas Teuhorwood,
Clerk,

Sheriff's Return,

Received 9 o'clock A.M on the 14th day of Feb. A.D 1902, and on the 19th day of Feb, A.D, 1902, I served the same upon the defendant Charles Upthagrove by personally handing a true copy thereof together with a certified copy of the petition in this case.

Sheriff's Fees:- $1.75

Charles A. Pearce, Sheriff
By E.C Bastian, Deputy.

8035 Petition

8032 Entry.

Yorith Upthagrove — Plaintiff.
No.
Chas. Upthagrove — Defendant.

Court Common Pleas, Union County, Ohio.
Filed Apr. 9th, 1902,

This cause came on this day to be heard on the petition, Defendant failed to answer, and the evidence, and on consideration thereof, the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and 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 habitual drunkenness and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Yorith Upthagrove and Chas. Upthagrove be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of said Child, Lulu Upthagrove of the parties hereto be, until further order confided to the said plaintiff, Yorith Upthagrove, exclusively.

Attest:

Chas Teuhorwood,
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the March Term, A.D. 1902,

Be it remembered that heretofore, towit, on February, 15th, A.D. 1902, the following petition was filed with the Clerk of said Court, towit:-

8035 Petition

The Johnson County Savings Bank, — Plaintiff.

Vs. Court Common Pleas, Union County, Ohio.

O. F. Asbury — Defendant.

The plaintiff says:-

I. That this action is founded upon a written instrument for the unconditional payment of money only, towit, a promissory note, of which the following is a copy, towit: $30.00 Iowa City, Iowa, Mch, 5th, 1900.

Seven months after date for value received, we promise to pay to the order of H. F. Maine Co, at the Johnson County Savings Bank, Iowa City, Iowa, Thirty Dollars. O. F. Asbury.

There are no payments or endorsements on said note. That said instrument was sold and transferred to the plaintiff in the ordinary course of business, for a valuable consideration, and before maturity. That the plaintiff is now the legal owner and holder thereof, and there is now due and unpaid on said promissory note, to the plaintiff, the sum of Thirty Dollars with interest from the 5th day of October, 1900, for which amount, with said interest, plaintiff asks judgment against the defendant.

II Second cause of action:- The plaintiff says, that this action is founded upon a written instrument, towit, a promissory note for the unconditional payment of money only, of which the following is a copy, towit:-

$30.00 Iowa City, Iowa, March, 5th, 1900

Nine months after date, for value received, we promise to pay to the order of H. F. Maine Co, at the Johnson County Savings Bank, Iowa City, Iowa, Thirty Dollars. O. F. Asbury.

There are no payments or endorsements on said note. That said instrument was sold and transferred to the plaintiff in the ordinary course of business, for a valuable consideration, and before maturity. That the plaintiff is now the legal owner and holder thereof, and there is now due and unpaid, on said promissory note, to the plaintiff, the sum of Thirty Dollars, with interest from the 5th day of December A.D. 1900. For which amount, with said interest, plaintiff asks judgment against the defendant.

III Third cause of action:- The plaintiff says, that this action is founded upon a written instrument for the unconditional payment of money only, of which the following is a copy, towit:-

$30.00 Iowa City, Iowa, March, 5th, 1900.

Eleven months after date, for value received, we promise to pay to the order of H. F. Maine Co, at the Johnson County Bank, Iowa City, Iowa, Thirty Dollars. O. F. Asbury.

That no payments have been made on said note. That said instrument was sold and transferred to the plaintiff in the ordinary course of business, for a valuable consideration, and before maturity. That the plaintiff is now the legal owner and holder thereof, and

there is now due and unpaid, on said promissory note to the plaintiff the sum of Thirty Dollars, with interest from the 5th day of February 1901, for which amount, with said interest, plaintiff asks Judgment against the defendant.

IV Fourth cause of action:- The plaintiff says, that this action is founded upon a written instrument for the unconditional payment of money only, of which the following is a copy, to-wit:-

$30.00 Iowa City, Iowa, March, 5th, 1900.

Thirteen months after date, for value received, we promise to pay to the order of O. T. Asbury Co, at the Johnson County Savings Bank, Iowa City, Iowa, Thirty Dollars. O. T. Asbury.

8035 Entry

There are no payments on said note, That said note was sold and transferred to the plaintiff in the ordinary course of business, for a valuable consideration, and before maturity, That plaintiff is now the legal owner and holder thereof, and there is now due and unpaid, on said promissory note, to the plaintiff the sum of Thirty Dollars, with interest from the 5th day of April, 1901, for which amount with interest, plaintiff asks judgment against the defendant.

V No part of any of said notes have been paid, and there is now due the plaintiff from the defendant, upon said notes, the sum of One Hundred and Twenty Dollars ($120.00) with interest on $30.00 from the 5th day of October, 1900; and with interest on $30.00 from the 5th day of December, 1900, and with interest on $30.00 from the 5th day of February, 1901; and with interest on $30.00 from the 5th day of April, 1901.

The plaintiff therefore prays that he may have judgment against the defendant for said sum of One Hundred and Twenty Dollars, with interest on $30.00 from the 5th day of October, 1900; and with interest on $30.00 from the 5th day of December, 1900; and with interest on $30.00 from the 5th day of February, 1901; and with interest on $30.00 from the 5th day of April, 1901, and for all other and further relief to which it may be entitled.

Porter & Porter, Attys for Plaintiff.

E. H. Porter, being sworn, makes oath that he is one of the Attorneys for the plaintiff in the above entitled action, duly authorized in the premises. That said plaintiff, The Johnson County Savings Bank, is not a resident Company, or corporation, of said County of Union, and that the above pleading of said plaintiff is founded upon written instruments for the payment of money only, and are now in the possession of this affiant, and that the facts stated in the foregoing petition are true, as he believes.

E. H. Porter.

Sworn to by E. H. Porter, before me, and signed by him in my presence, this 15th day of February, 1902.

(Seal) Chas Tenhorwood, Clerk

8035 Summons

The State of Ohio, Union County— To the Sheriff of Union County: You are hereby commanded to notify O. T. Asbury that he has been sued by the Johnson County Savings Bank, in the Court of Common Pleas of Union County, and must answer by the 15th day of March A. D. 1902, or the 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 Feb. A.D. 1902, & it unto my hand and the seal of said Court this 15th day of Feb. A.D. 1902.

(Seal) Chas Deuhorwood, Clerk

Endorsements:- "In action for money, amount claimed $130.00 with interest. Sheriff's Return: Received this writ Feb. 16th, A.D. 1902, at 9 o'clock A.M. and served same by personally handing to O.T. Asbury a true and certified copy of this writ with all the endorsements thereon Feb. 22nd, 1902.

Sheriffs Fees:- $2.78

S. F. Burnham, Sheriff
By Allen Haines, Deputy.

8035
Entry

The Johnson County Savings Bank - Plaintiff.

Vs.

O. T. Asbury — Defendant.

Court Common Pleas, Union County, Ohio.

Filed March, 17th, 1902.

Now comes the plaintiff, by its Attorneys, and the defendant being in default for answer and demurrer, the Court find that the defendant, O.T. Asbury, is indebted to the plaintiff, The Johnson County Savings Bank of Iowa City, Iowa, in the sum of One Hundred and Twenty Dollars ($130.00) with interest on $30.00 from October 5th, 1900; interest on $30.00 from December 5th, 1900, interest on $30.00 from February 5th, 1901, interest on $30.00 from April 5th, 1901,

It is therefore considered by the Court that the said plaintiff recover from the said defendant the sum of $130.00 with interest as shown above, and its costs herein expended taxed at $—.

Attest: Chas Deuhorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the March Term, A.D. 1902,

Be it remembered that heretofore, towit, on January 30th, 1902, the following petition was filed with the Clerk of said Court, towit:-

7957 Petition

Charles H. Tway - Plaintiff.

vs. Court Common Pleas, Union County, Ohio.

The American Express Company - Defendant.

Plaintiff says the defendant, American Express Company is a joint stock association and corporation organized under the laws of the State of New York, and is the same defendant that appeared and defended before A. H. Kolbfrathy J.P. of Paris Township of said County and appealing this action from the judgment rendered heretofore before and by said Justice of the Peace, That on the 18th day of December, 1900, the said defendant received at its office in St. Louis, State of Michigan and then and there undertook and bound itself to carry for and deliver to the plaintiff at Irwin, Ohio, one dog, the property of plaintiff, and of the value of Two Hundred and Fifty Dollars, within a reasonable time in that behalf, and for a reasonable reward to be paid by the plaintiff to the defendant, whom said dog should be delivered to plaintiff at Irwin, Ohio, A reasonable time for carrying and delivering said dog to the plaintiff at Irwin, Ohio, has elapsed, The defendant has not taken care of or safely or securely carried or delivered said dog from St. Louis, State of Michigan to Irwin, Ohio, aforesaid or there delivered the same to the plaintiff as by his aforesaid undertaking the defendant was bound to do whereby the said dog has been lost to the plaintiff.

That said dog was of fine breeding and of superior quality as a hunter, and of the value of Two Hundred and Fifty Dollars.

Therefore the plaintiff asks judgment against the defendant, American Express Company for the sum of Two Hundred and Fifty Dollars, with interest thereon from the 18th day of December, 1900.

D. H. Ayers, Atty for Plaintiff.

State of Ohio, Union County ss.

D. H. Ayers, being first duly sworn says, he is the Attorney of the above named plaintiff, Charles H. Tway, duly authorized in the premises, that the said Charles H. Tway, is now absent from said County of Union; that the facts stated and allegations contained in the foregoing petition are as affiant believes true, D. H. Ayers.

Sworn to before me and signed in my presence by the said D. H. Ayers this 30th day of January, 1902,

(Seal) Chas Teuhorwood, Clerk

7957 Answer

Charles H. Tway - Plaintiff.

vs. Court Common Pleas, Union County, Ohio.

The American Express Company - Defendant. Filed Feb. 8th, 1902,

First Defense:

Now comes the defendant and for its first defense to the petition says, it admits that on the 18th day of Decem-

ber, 1900, it received at its office at St. Louis, Michigan, a dog which the defendant undertook to carry and deliver to the plaintiff at Irwin, Ohio, and that said dog escaped and was not delivered to the plaintiff. But this defendant denies each and every other allegation in the said petition contained.

Second Defense: For a second defense to the petition the defendant says, that on the 18th day of December, 1900, one Carl Harrington brought to the office of the defendant at St. Louis, Michigan, a dog which he said he would to ship to Charles N. Tway at Irwin, Ohio, and desired to be advised about the rates for carrying the same. He was informed by the defendants agent that the rate would depend upon the value of the animal, and further that the Express Company wished to be advised of the value of the animal so that in the event of loss it would know the extent of its liability. Thereupon the said Carl Harrington stated that the value of said dog was Thirty Dollars; the defendant further says, that said Carl Harrington then had the exclusive possession and control of said dog, and represented that he was acting as the agent of the plaintiff in shipping him, but did not disclose whether he, or the plaintiff was the owner thereof. The said Carl Harrington and the defendant then and there entered into a contract in writing in regard to the transportation of said dog, which contract was signed by the parties as follows, and in the following manner, to-wit:

American Express Company, by A. H. Sowry, Party of the first part.

Carl Harrington, owner or duly authorized agent of the owner, Party of the second Part.

In the said written contract it was, among other things agreed by and between the parties aforesaid as follows:

5; "The Shipper in order to avail himself of said alternate rates, and in consideration thereof, being asked by the Express Company to value said property, now declares the value hereinafter mentioned to be the true value of said animal so to be Shipped as follows; to-wit; One dog value $30.00.

6; The Shippers agree that the responsibility of the Express Company shall be that of a forwarder only and not that of a common carrier and that the Express Company shall not be liable for the conduct or acts of animals to themselves or to each other, such as biting, kicking gorging or smothering, nor for loss or damage arising from the condition of the animals themselves, or which result from their nature or propensities, which risk is assumed by the shipper. The shipper hereby releases and discharges the Express Company from all liability for delay, injuries to or loss of said animals from any cause whatever, unless such delay, injury or loss shall be caused by the negligence of the agents or employees of the Express Company and in such event the Express Company shall be liable only to the extent of the actual damages, which shall in no event exceed the valuation herein declared by the Shipper."

That upon said shipping contract being agreed upon and signed as aforesaid, the said Carl Harrington paid the Express charges and delivered the said dog to the defendants agent. The defendant had no dealings with the plaintiff directly, but the said Carl Harring-

tow was the Shipper and transacted all the business, and that was the only dog received by defendants agent at St. Louis, Michigan to be sent to the plaintiff, and it is the identical dog referred to by plaintiff in his petition, The defendant had no other contract or undertaking for the transportation of said property, except the said written agreement, and the rates of charges for carrying said dog was based upon his value being $30.00 as declared by the Shipper, but if he had placed him at a valuation of $350.00 the charges would have been much more, all of which was known to the said Shipper and assented to by him at the time he delivered the said dog to the defendants agent, as aforesaid, The said dog having escaped by reason of its own propensity and without negligence on the part of the agents or servants of the defendant, the defendant denies all liability for said loss, and especially denies any liability in excess of the sum of Thirty Dollars,

Wherefore, defendant having thus fully answered, asks to go hence without day and recover its costs, and for all proper relief,

J. L. Cameron, Atty for Defendant.

The State of Ohio, Union County ss.

J. L Cameron being first duly sworn says that he is the attorney for the defendant in this cause, duly authorized, That the defendant is a Corporation or Company, and that the affiant believes the allegations in the foregoing answer to be true,

J. L. Cameron.

Sworn to before me and signed in my presence this 8th day of February, 1902, (Seal) Chas Feulhorwood, Clerk

7483 Petition

7957 Entry

Chas. H. Tway - Plaintiff.

vs. Court Common Pleas, Union County, Ohio.

The American Express Company - Defendant. Filed Mar. 25th, 1902,

This day came the parties and waived a Jury and submitted this cause to the Court upon the pleadings and evidence. On consideration whereof the Court find that this action was commenced before A. H. Kellpatte, a Justice of the Peace in and for said County, on the 29th day of May, 1901, and that on the 13th day of June, 1901, while said action was pending before said Justice of the Peace and before trial thereof, the defendant filed with said Justice of the Peace its offer in writing to allow judgment to be taken against it in favor of the plaintiff for the sum of Thirty-one Dollars, and costs of suit, That said offer was more than was due the plaintiff at that time, but it was then rejected by the plaintiff, Thereupon on this day the plaintiff with the consent of the defendant accepted said offer in open Court, Thereupon it is ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of Thirty-one Dollars, and that he be allowed interest thereon from the 13th day of June, 1901, making the sum of principal and interest for which the plaintiff is adjudged to recover from the defendant Thirty-two Dollars and forty seven cents, and the said amount being no more than the defendant heretofore offered to allow judgment to be entered for, with interest, it is considered that said plaintiff recover of said defendant his costs herein prior to the time of said offer, including the costs made June, 13th, 1901, And it is ordered and adjudged that said plaintiff pay all costs made herein since said offer, to-wit, since June, 13th, 1901, for which judgment is rendered against him. Judgment is rendered against the defendant for its own costs prior to said offer.

Attest: Chas Feulhorwood, Clerk

Clear continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the January Term, 1903,

Be it remembered that heretofore, towit, on December 11th, 1897, the following petition was filed with the Clerk of said Court, towit:

7483 Petition

The Incorporated Village of Marysville - Plaintiff.

Vs. Court Common Pleas, Union County, Ohio,

The Cleveland, Cincinnati, Chicago & St. Louis Railway Co. - Defendant.

The plaintiff aforesaid says it is an incorporated Village in the County of Union and State of Ohio, that defendant, is and at the times hereinafter mentioned was a Railroad Company duly incorporated, owned and managed and controlled the Cleveland, Cincinnati, Chicago & St. Louis Railway, which is constructed through said Village and County and conducted a general railway business thereon by carrying passengers and freight over said line by trains night and day.

That said railway within said Village crosses the following streets of said Village among others, viz.: Maple Street, The London Road, Elm Street, Chestnut Street, Oak Street, and the New California and Marysville gravel road, all of which are public highways in said Village for the use of the public travel, and said crossings all are within said Village Corporation.

That on the 4th day of June, 1896, the Village Council of said Village duly enacted its Village ordinance providing that said Council deemed it necessary to have said crossings of said Streets and roads, where the said Railroad crosses them lighted and in said ordinance it was provided the manner in which said crossings should be lighted, and the style of lamp-posts, electric lights and fixtures to be used, and the time such lights should be provided, according to law, viz: that one electric arc light of 2000 candle power be placed at each of said crossings, of the style and with poles and fixtures the same as are the arc lights then and now erected and used in lighting the Streets of said Village, to be erected along the line of said Railway at said crossings and to be kept lighted the same hours as are required by said Village for lighting its streets, viz: from dark in the evening until one o'clock in the morning, each twenty-four hours according to the moonlight schedule, and upon all cloudy nights until the hour of one o'clock A. M. and which ordinance provided also that said defendant should do said lighting on or before the 10th day of July, 1896, of which plaintiff should notify defendant more than 30 days before said 10th day of July, 1896 by delivering defendant a copy of said ordinance; and in said ordinance it was further provided that in case defendant failed to do said lighting as required in said ordinance by the time therein required, that plaintiff would thereafter do said lighting at defendants expense to be collected according to law. Said ordinance was duly published and on or about the 16th day of June 1896 the plaintiff gave due notice to said defendant of all of said proceedings by delivering to it at its chief office at Springfield, Ohio, a full and true copy of said ordinance as required by law, and the defendant hath ever since neglected and refused to do said lighting or to any manner light either of said crossings, and after waiting on defendant until July 31st, 1896, to do said lighting or take some steps to do so, the plaintiff on said 31st day of July, 1896, entered into a contract with

the Water and Light Company of said Village, which was and is an incorporated Company, and having a contract with said Village to light its streets, which contract provided that said Company would light said crossings in the manner aforesaid and as provided in said ordinance for and in consideration of the sums paid by plaintiff to said Water and Light Co. for other lights in said Village, viz, the sum of Seventy Seven and 50/100 Dollars per annum for each light, payable, one fourth at the end of each three months from the commencement of the lighting under said contract, viz, the 31st day of July, 1896, and in pursuance of said contract said Water and Light Co. has lighted said crossings according to said contract ever since July 31st, 1896, for which plaintiff became liable to pay said Water and Light Co. said sums quarterly.

That defendant having still refused to light said crossings or to pay for the same the plaintiff duly enacted another ordinance on the 14th day of December, 1896, which was duly published, which provides the means by which said expense should be assessed and collected and payment enforced according to law, viz, it was therein ordained that said defendant is required to pay said Village said expense of said lighting at the rate of Seventy-seven and 50/100 Dollars per annum for each of said six lights, payable, one fourth each three months from July 31st, 1896, and that said sums at the end of each three months shall become due from said defendant to the plaintiff and become a lien, and made a lien to be enforced as any other lien upon all the real estate of defendant, or leasehold interest situate or being in said County of Union, and by any means provided by the Law, and by Sections No. 2498 and 2499 of the Revised Statutes of Ohio," whereby said expense became and is a lien on all the real estate, right of way, iron rails, side tracks, depot grounds and buildings and other property used and occupied and owned by defendant in said County of Union.

That afterwards on the 18th of March, 1897, the defendant still refused to do said lighting or pay said expenses and the plaintiff brought its action in this Court against said defendant for the sums due on said contract, Oct. 31st, 1896, and January 31st, 1897, for which a judgment was rendered in plaintiff's favor and which is pending on defendant's appeal in the Circuit Court of this County.

That since January 31st, 1897, and up to Oct. 31st, 1897, there have become due on said contract for said lighting three quarters of One Hundred and Sixteen and 25/100 Dollars each, which with interest on the first from April 31st, 1897, and on the second from July 31st, 1897, and on the third from Oct. 31st, 1897, became and is a lien as aforesaid, but the defendant doth refuse to pay and hath not paid any part thereof.

Wherefore plaintiff prays judgment against defendant for said sums of $116 25/100 with interest from April 31st, 1897, and $116 25/100 with interest from July 31st, 1897, and $116 25/100 with interest from Oct. 31st, 1897, and that said lien be enforced and all of said property of the defendant or so much thereof as may be necessary sold to pay the sums which may be found due by reason of the premises.

J. H. Robinson, Atty for plaintiff.

The State of Ohio, Union County ss.

J. H. Robinson being duly sworn deposes and says he is the Attorney of plaintiff in the above cause, and he believes the allegations of the foregoing petition are true.

J. H. Robinson.

7483 Summons

7483 Demurrer

7483 Entry

Sworn to before me and signed in my presence by J. H. Robinson this 11th of December, 1897. (Seal) J.A. Gosnell, Clerk of Courts,

To the Clerk:-

Issue summons for defendant and endorse petition for judgment for $116.25 with interest from April 31st. 1897, $116.25 with interest from July 31st. 1897, and $116.25 with interest from Oct. 31st. 1897, and to enforce lien for lighting Railway crossings,

J. H. Robinson, Atty for Plaintiff.

7483 Summons

The State of Ohio, Union County — To the Sheriff of Union County:-

You are hereby commanded to notify the Cleveland, Cincinnati, Chicago & St. Louis Railway Company that they have been sued by the Incorporated Village of Marysville 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, this 11th day of December, A.D. 1897, (Seal) J. A. Gosnell, Clerk

Endorsements:- "In action for petition for judgment, $116.25 with interest from April 31st. 1897, $116.25 with interest from July 31st. 1897, $116.25 with interest from Oct. 31st. 1897, and to enforce lien for lighting Railway crossings",

Sheriff's Returns

Received this writ Dec. 13th, 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 endorsements thereon to Charles Foley, personally, ticket agent of the within named defendant Railway Company, who has charge of the ticket office situated in said County, the President of said Company having no residence or place of business in said County, the principal business office of said Company not being kept in said County on the 13th day of December, 1897.

Sheriff's Fees: 8 cts. J. Ed Robinson,

7483 Demurrer

The Incorporated Village of Marysville — Plaintiff. Filed Jan. 31st. 1898.

Vs. Court Common Pleas, Union County, Ohio,

The Cleveland, Cincinnati, Chicago & St. Louis Railway Company - Defendant.

The defendant demurs to the petition of plaintiff, and for grounds of demurrer says that said petition does not state facts sufficient to make a cause of action against this defendant.

Dye, Porter & Porter, Attys for defendant.

7483 Entry

The Incorporated Village of Marysville

Vs. Court Common Pleas, Union County, Ohio,

The Cleveland, Cincinnati, Chicago & St. Louis Railway Co. Filed, Feb. 26th, 1898.

This day came on this cause to be heard on the demurrer of the defendant to the plaintiff's petition, Thereupon the Court being fully advised in the premises do overrule said demurrer, to which ruling of the Court defendant excepts, Thereupon on request leave is given to file answer in 20 days, and this cause is continued

7483
Answer

Incorporated Village of Marysville - Plaintiff.
vs.
Court Common Pleas, Union County, Ohio.
Cleveland, Cincinnati, Chicago & St. Louis Railway Co. - Defendant
Filed April 12th, 1898.

First Defnse:- The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, defendant herein, for answer to the petition filed against it by the Incorporated Village of Marysville, admits that the defendant is a corporation and operates a railroad through said Village of Marysville, as set forth in the petition, and avers that an Electric Light Company is organized in said Village of Marysville,

And it further says that said Railway Company is incorporated under the laws of the State of Ohio, and the State of Indiana, and owns and operates lines of railroad extending through said States and also the States of Illinois and Michigan, and is engaged in carrying interstate commerce over said line of railroad, passing through the Village of Marysville from and to points outside of the State of Ohio.

Defendant admits that its line of railway within said Village crosses the following streets: Maple Street, the London Road, Plum Street, Chestnut Street, Oak Street and the New California and Marysville Gravel Road, all of which are public highways within the corporate limits of said Village. The Village Council of the Village of Marysville maintains a general system of lighting its streets by electricity with two thousand candle power electric arc lamps placed generally at the intersection of streets for the purpose of lighting the same. This general system of lighting the streets by electric lights in the Village of Marysville is paid for by taxes assessed upon the property holders of said Village for that purpose; and this defendant says that for five years last past it has owned real and personal property in said Village, and ever since said general system of electric lighting has been adopted in said Village, the real and personal property of this defendant has been assessed for the purpose of lighting the streets and alleys in said Village under such general system of electric lighting, and that said property of this defendant was so assessed for and covering the period covered by the petition, and that the taxes assessed against this defendant and its said property for such purpose has always been paid by this defendant when the same became due, and that during all of the time mentioned in the petition the plaintiff has lighted the streets and alleys within the corporate limits with electric lights and defendant has paid to plaintiff all taxes assessed against it for the purpose of lighting such streets and alleys. Under the guise of protecting citizens from passing trains at public crossings, and really for the purpose of carrying on a general system of street lighting at points where it was not necessary to provide any light whatever for the security or safety of citizens or other persons from the running of trains, or against any dangers incident to the operation of trains, but for the sole purpose of compelling railroad companies passing through said Village to bear an undue, unequal and unjust proportion of the general expense of lighting said Village, the Village Council of the said Village of Marysville did, on the 4th day of June, 1896, enact and pass the ordinance set forth in the petition, The defendant says that such ordinance is not within the scope of the police power of the Village of Marysville, and it is not necessary for the security and safety of citizens and other persons

from the running of trains through said Village, but it was passed for the sole purpose of compelling this defendant to bear an unequal and additional burden of the expense of lighting the streets crossed by its tracks, without any necessity whatever for such lighting to protect citizens or other persons from any danger incident to the running or operation of its trains.

The defendant states that the only danger incident to the operation of its trains over and across the streets aforesaid in the Village of Marysville to persons traveling on the Streets, is the danger of collision with passing trains; That it is necessary for the defendant in running its passenger and freight trains over the line of its road for the protection of person and property to have headlights on its locomotives, and that it has all its locomotives equipped with headlights, and has had ever since this defendant has been running its trains through said Village.

That such headlights cast a beam for a distance of about five or six hundred feet upon the track in front of the locomotive, which beam can be seen by persons approaching the track on the highway when the locomotive is a distance of five hundred feet from the center of the track, thus giving them notice and warning of the coming locomotive.

Defendant further states that the suspension of an electric light over the railway track at the crossing of a street, sufficient to light the crossing, obscures this beam and prevents the traveler on the highway from seeing the beam cast in front of the locomotive and deprives him of the protection and security of the warning of the coming train given by the beam of light cast in front of the locomotive.

Defendant further says that the headlight of the locomotive can be seen as it approaches the street crossings of the Village of Marysville for a long distance and in ample time to warn the traveler on the street of the coming locomotive, and that the erection or maintenance of an electric light sufficient to light the crossing of the Street does not in any degree or to any extent enable the traveler approaching the track to see the headlight any further or more readily than it could be seen if there was no electric light there, and that the suspension of the electric light at the street crossing as required by the ordinance in no way conduces to the protection or security of the traveler on the street from any dangers incident to the operation of the road. Defendant further states that in order to handle its cars, and carry on inter-State commerce, it is necessary for it to have signal lights to direct the engineer in the movement of his train to prevent collisions and derailments, and it is also necessary to have switch lights on the track to notify engineers of approaching trains as to whether the switches are closed or open, and in order to carry on its business in the Village of Marysville it has been necessary to construct switches and side-tracks and to use switch lights as signals in the night time to indicate to the engineer whether such switches and side-tracks are open, and that the effect of an electric light suspended over the track of sufficient power to light the street crossing as required by the ordinance hereinbefore set forth, is to prevent the engineer as he approaches such light out of the darkness from seeing and recognizing the position and condition and color

of such signal and switch lights as readily and as clearly as it could be done if no such brilliant electric light was suspended over the crossing; the light shining directly in the eyes of the engineer contracts the retina and dazzles his vision, and he cannot see as plainly as he could objects without himself and the light especially switch lights and signal lights and objects beyond the electric light from the engineer is almost totally obscured.

That such electric lights required by the ordinance are of no necessity or benefit or protection whatever to the engineer and employees and passengers upon the train, but on the other hand, are an element of danger, interfering with the safe operation of passenger and freight trains, exposing the trains to the danger of derailment and collision by reason of the fact that the vision of the engineer is obscured and confused by such light immediately in front of his eyes.

And defendant further shows that after the engineer has passed such electric light, it takes a moment for his eye to accommodate itself, during which time his vision is obscured and dimmed, and that the electric lights required by the ordinance above set forth instead of being necessary for the security and protection of travelers and the public upon the streets and of passengers and employes and property upon the train, increases the danger both to travelers upon the streets and to passengers and employes upon the train by obscuring switch lights and signal lights which are absolutely necessary for the safe protection of the train through a city or village where switches are located and signals are given, and by obscuring and confusing the vision of the engineer as to objects upon the track and preventing him from seeing objects as readily and as clearly as he could by the aid of his headlight if no electric light was suspended over the track.

The defendant further shows that said ordinance requires this defendant to keep the streets lighted at times when no trains are run over such tracks, and when such light is wholly unnecessary to protect travelers on the streets from any dangers incident to the operation of trains, and solely for the purpose of relieving the other tax-payers of said Village from a portion of the burden of the general system of lighting the streets and of imposing such unequal and additional burden upon this defendant, and imposing on this defendant the burden of maintaining lights of far greater power and cost than is required to protect travelers on the highway or the public from any dangers incident to the operation of trains by this defendant.

7483
Reply

Therefore the defendant says that such ordinance not being necessary for the safety or security or protection of persons on the train or on the streets against any dangers incidental to or arising from the operation of the train, is not within the scope of the police power of the Village of Marysville, and is unreasonable and void; and further, because that said ordinance is in conflict with the Constitution of the United States, providing that no person shall be deprived of the equal protection of the laws, in that it imposes unequal, and unjust burdens upon this defendant and

other railroad companies in the matter of lighting the streets of said Village, that are not imposed upon other citizens and property holders, and, therefore, deprives this defendant of the equal protection of the laws; and, further, that said ordinance not being passed in the exercise of the police power and not being necessary for the protection or security of the public from dangers incident to the operation of trains, it is merely an attempt by the City Council to regulate inter State commerce, contrary to the Constitution of the United States; and further, that said ordinance denies to the defendant due process of law, in that it imposes penalties upon this defendant for failing to maintain lights at all the street crossings in the Village of Marysville, without giving to this defendant any opportunity for a hearing or a day in Court to determine whether the lights required by the ordinance are necessary to provide for the safety and security of citizens and other persons from the running of trains through said Village, or whether the placing of such lights will not render the operation of its roads dangerous to passengers and employes and persons on said crossing, or whether the lighting of the streets of said Village at the points where said ordinance requires them to be lighted is reasonable and necessary for the safety of the public.

Wherefore defendant asks judgment for its costs.

Porter & Porter, and John T. Dye,
Attys for Defendant.

State of Indiana
County of Marion ss.

Personally appeared before the undersigned Notary Public, John T. Dye, and stated on oath that he is General Counsel of the defendant Company, and that the allegations of the foregoing answer are true, as he verily believes.

John T. Dye.

Subscribed and sworn to before me this eleventh day of April, 1898. (Seal)

Ernest V. Clark, Notary Public,
In and for Marion County, Indiana

7483
Reply

The Incorporated Village of Marysville,
Vs. Court Common Pleas, Union County, Ohio,
The Cleveland, Cincinnati, Chicago & St Louis Railway Co. Filed May 3rd, 1898.

This day came the plaintiff and for reply to the defendants answer says it denies the allegation in said answer that for the purpose of carrying on a general system of street lighting at points where it was not necessary to provide any light whatever for the security of or safety of citizens or other persons from the running of trains or against any dangers incident to the operation of trains but for the sole purpose of compelling Railroad Companies passing through said Village to bear an undue, unequal and unjust proportion of the general expense of lighting said Village. The Village Council of said Village enacted said ordinance as set forth in said petition, and says said allegation and all others in said answer charging bad motives or unlawful and improper influence on the part of said Council in the enactment and enforcement of said ordinance are denied and are untrue, and plaintiff says said Council as alleged in said petition deemed it neces-

sary and say it is necessary for the public safety and convenience that said crossings be lighted as in said ordinance provided, plaintiff also denies that the only danger incident to the operation of its trains over and across said Streets, is the danger of collisions of passing trains and denies that the erection of said lights either obscures the headlights of said locomotives and denies that it obscures the lights of the Company known as signal lights, and denies that said lights in any way prevents the seeing of said switch and signal lights of the Company and says all the allegations of said answer averring that said are lights are either injurious or are unnecessary for the proper protection of the public at said crossings are untrue and are denied, and deny that said lights are required when no trains are run over said road, and when said lights are unnecessary to protect travelers on the Streets, from any dangers incident to the operation of trains and say that all allegations to that effect are denied and says that the allegation of said answer that said ordinance was enacted for the purpose of relieving the other taxpayers of said Village from a portion of the burden of the general system of lighting the streets, and imposing an additional and unequal burden on the defendant is untrue and is denied, and denies that said lights are of greater power than necessary, and says the defendant hath not complained to plaintiff of said lights in any respect, and have not offered to light said crossings in any manner whatever but have enjoyed the benefit thereof, and the only objection made by defendant to plaintiff in regard thereto, has been that defendant ought not to be required to pay for said lighting. The plaintiff says said council in good faith exercised its Police power to require said crossings to be lighted in the manner stated in said petition and in good faith passed said ordinances, and all allegations of said answer are denied charging bad faith, lack of power or irregularity in regard to said Procedure are denied and therefore plaintiff prays judgment as it did in its petition,

J. H. Robinson, Atty for Plaintiff.

The State of Ohio, Union County ss,

J. H. Robinson being duly sworn says he is plaintiffs Atty in the foregoing case, and believes the allegations of said reply are true,

J. H. Robinson.

Sworn to before me and signed in my presence this 2nd of May, 1898.

(Seal) J. N. Gosnell, Clerk.

7483 Motion

The Incorporated Village of Marysville—
Vs. Court Common Pleas, Union County, Ohio.
The Cleveland, Cincinnati, Chicago & St Louis Railway Co. Filed Feb. 22nd, 1902,

The defendant moves the Court, to set aside the decision and judgment of the Court, and grant a new trial and hearing in said cause for the following reasons, towit:—

1. The judgment and decision of the Court was against and contrary to the evidence in the case,
2. The judgment of the Court was against and contrary to the law of the case,

7483 Entry

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3. The Court erred in rendering judgment for the plaintiff, when the judgment should have been rendered for the defendant.
4. The Court erred in overruling the motion of the defendant for a new trial and hearing in said cause.

The defendant therefore asks that said judgment and decision, be set aside and a new trial and hearing be awarded.

Dye & Hackney & Porter & Porter,
Attys for Defendant.

7483 Entry

The Incorporated Village of Marysville - Plaintiff.
vs.
The Cleveland, Cincinnati, Chicago & St. Louis R.R. Co - Defendant.

Court Common Pleas, Union County, Ohio,
Filed, Feb 22nd, 1902,

This day came the parties by their Attorneys and waived a jury and submitted this cause to the Court upon the pleadings and evidence, On consideration whereof, the Court, being fully advised in the premises find in favor of the plaintiff and against the defendant, and that there is due the plaintiff from the defendant by reason of the premises the sum of One Hundred and Sixteen and 25/100 Dollars with interest from the 30th day of April, 1897, to the first day of this term of Court, and a further sum of One Hundred and Sixteen and 25/100 Dollars with interest from the 31st day of July, 1897, to the first day of this term of Court, and a further sum of One Hundred and Sixteen and 25/100 Dollars with interest from the 31st day of October, 1897, to the first day of this term of Court, making a total sum due the plaintiff from the defendant including interest to the first day of this term of Court, the sum of Four Hundred and Thirty-four and 6/100 Dollars, which is a lien upon the real estate, right of way, iron rails, side track and depot grounds of the defendant, within the said County of Union, and being the same now occupied by the defendant,

It is therefore considered, ordered, and adjudged by the Court that the plaintiff recover of the defendant said sum of $434.61 with interest from the first day of this term of Court, and also its costs herein expended taxed to $ —.

And it is further considered, ordered and decreed by the Court that said lien be enforced, and if the defendant fail for ten days to pay said judgment, cost, and interest, that an order of Sale issue according to law, to the Sheriff of said County, commanding him to appraise, advertise and sell said right of way, iron rails, side tracks, and depot grounds of the defendant within the said County of Union or so much thereof as may be necessary to satisfy said judgment, costs and interest, To all of which the defendant by its counsel excepts, The defendant filed his motion for a new trial which is overruled and defendant excepts,

The defendant gave notice of appeal and the Court fixed the bond for appeal at $300.00.

Attest:
Chas Truhorwood,
Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the March Term, A. D. 1902,

Be it remembered that heretofore, towit, on Sept. 20th, 1900, the following petition was filed, towit:

7840 Petition

J. S. Horn, S. P. Albright, L. C. Beem, J. B. Miller, I. Miller and G. H. Horden - Plaintiffs

vs.

Court Common Pleas, Union County, Ohio.

The Varuna Water Company - Defendant.

The defendant is a corporation duly authorized under the laws of the State of Ohio, and its principal place of business is at Richwood, in said Union County, Ohio. Plaintiffs represent that they are a majority of the directors having the management and control of the said Varuna Water Company, and that they deem it beneficial to the interests of the stockholders that said corporation be dissolved. Therefore, plaintiffs ask that such action may be taken as will effect a dissolution of said Company, and that a Receiver be appointed of its estate and effects.

Millar & Wagers, Attys for Plffs.

State of Ohio, Union County ss.

Now comes J. S. Horn, S. P. Albright, L. C. Beem, J. B. Miller, I. Miller, and G. H. Horden, being a majority of the nine directors of The Varuna Water Company having the management of the concerns of said corporation, and being first duly sworn make oath and say that they are the plaintiffs in the foregoing petition, that the facts stated and allegations made therein are true, as they verily believe; and that the accounts, inventories, statements, annexed thereto are just and true so far as they know, or have the means of knowing. They further say that there is annexed to said petition a true and just inventory of all the estate, both real and personal, in law and equity, of the corporation, and of all the books, vouchers, and securities relating thereto. Also a statement of all the incumbrances on the property of the corporation of all engagements entered into by it which have not been fully satisfied with the place of residence of each creditor to whom such engagements were made, a complete description of the real estate owned by said corporation, and a full and true account of the capital stock of the corporation specifying the names of the stockholders, the number of shares belonging to each, and the respective amounts paid in and still due thereon.

J. S. Horn, I. Miller.
S. P. Albright, J. B. Miller.
L. C. Beem, Geo. H. Horden.

Sworn to before me and subscribed in my presence this 18th day of September, A. D. 1902, (Seal)

H. H. Wagers.
Notary Public.

(Capital Stock of The Varuna Water Company)

Name of Stockholder.	Residence	No. Shares	Amt. paid	Due.
S. H. Osborne	Richwood, Ohio	1	$10	
Charles Silliman	" "	1	10	
C. D. Sidle	" "	10	100	
H. H. Wagers	" "	6	60	
R. F. Elliott	" "	1	10	

S. Miller	Richwood,	Ohio	15	$150.	
J. S. Horn	"	"	15	150.	
S. C. Bum	"	"	15	150.	
Geo. St. Worden	"	"	8	80.	
S. S. Albright	"	"	15	150.	
J. B. Miller	"	"	15	150.	
Glick Bros.	"	"	15½	155.	
H. Eckelberry	"	"	6	60.	
J. M. Wilkins	"	"	15	150.	
S. Berkowitz	"	"	5	50.	
A. G. Jones	Lima	"	11	110.	
S. S. Penny	Richwood	"	15	102.75	$47.35
T. H. Biddle	"	"	10	100.	
Burt Cahill	"	"	4	40.	
James S. Jolliff	"	"	5	50.	
J. F. Millar	"	"	10	100.	
J. E. Robinson	Marysville	"	5	50.	
John M. Horn	Richwood	"	5	50.	
S. D. Evans	"	"	1	10.	
H. D. Cameron	"	"	4	40.	
A. K. Hayes	Columbus	"	1	10.	
Isaac Wolfsheimer	Claibourne	"	2	20.	
C. C. Sharp.	Richwood	"	5	40.	$10.00
	Total		221½	$2157.75	$57.35

Inventory.

13 acres of real estate, described as follows: Situated in the County of Union, State of Ohio, and in the Township of Claibourne, and in Survey No. 6307, and bounded and described as follows:-

Beginning at a post in the Southerly line of the N. Y. P. & O. R. R. and at the Northwest corner of the Tri-County Fair lands; thence with the West line of said lands S. 12° 15' E. 79.08 poles to a stone under the corner of the Fair Building; thence with two consecutive lines of Cornelius D. Sidle's land S. 81° W. 32.24 poles to a stone and tile; thence N. 11° W. 36.56 poles to a stone and tile in the line of said railroad; thence with said line following the course thereof and 57 feet from the center of the track about N. 44° 30' E. 37 poles to the beginning, containing thirteen and twenty-five hundredths (13.25) acres, more or less. -- $1325.00

Bottling house and Derrick			600.00
Drop drill (1652 ft.) mineral water		$313.50	2000.00
Equipments: 1650 ft of tubing		45.00	648.50
1000 " " sucker rod		150.00	100.00
330 " " casing		40.00	100.00
30 " " drive pipe		$100.00	
dolp iron pump			
One Crown Soda Bottling Machine			200.00
Reliance Carbonator, complete			50.00
Boiler and pump			28.50
5 gross I. G. Appollinaris qt. Bottles			8.90
2 " " "	pt. "		176.00
30 " Amber "	qt. "		111.25
25 " " "	splits		60.00
100 George Wilson cases			

100 Paupeke Lucht cans	$20.29
7 Gross qt. Bottles	45.50
300 ft. Manu rope	15.00
200 " Large rope	25.00
50 gross Crown corks	17.50
2 Large water tanks	25.00
Ledger accounts from sale of water	122.41
One Bottle washer	35.00

Incumbrances.

Mortgage on land held by C.D. Sidle, Richwood, Ohio.	$993.75
Note of Richwood Deposit Bank, borrowed money	500.00
Notes of Liquid Car. Mfg. Co. for carbonator (Pitts. Pa.)	70.00
Acct. " " " " " " Supplies, gas, etc.	78.20
" " Crown Cork & Seal Co. Baltimore Md. crown corks	17.50
" " H. H. Everette Co. Newark, Ohio, Bottles	193.00
" " S.C. Beem Richwood, Ohio, lumber for building	310.54
" " A.G. Jones, Lima, Ohio, labor on well.	33.34
" " G.W. Worden, Richwood, Ohio, printing	57.05
" " T.H. Biddle " " hardware	16.63
" " J.L. Horn " " Money expended for Co.	36.00
Overdraft at the Deposit Bank	
Order placed with Henderson Litho. Co. Cincinnati, (labels)	13.50

7840 Precipe

J.L. Horn et. al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County, Ohio.
Filed Sep. 20th, 1900.

To Clerk:- Issue summons in the above entitled case to Sheriff of Union County, Ohio, for the defendant, The Varuna Water Co. returnable according to law.

Millard & Wagers, Attys for Plaintiffs.

7840 Summons

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify The Varuna Water Co. that they have been sued by J.L. Horn et. al. in the Court of Common Pleas of Union County, and must answer by the 20th day of October, A.D. 1900, or the 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 October, A.D. 1902.

Witness my hand and the seal of said Court, this 20th day of Sept. A.D. 1900. (Seal)

Chas. C. Richardwood, Clerk
By Minnie Richardwood, Deputy.

Endorsements.

"In action for dissolution of Corporation.

Sheriff's Return: Received this writ Sept. 21st. A.D. 1900, 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 J.L. Horn President of the said Varuna Water Co. and H.H. Stager, Secretary of the said Varuna Water Co. personally on Sept. 24th, 1900.

Fees: $3.51.

J. Ed Robinson, Sheriff.

7840 Entry

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7840 Report

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Entry

J. S. Horn et. al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County, Ohio.
Filed Sept. 20th, 1900.

This cause came on for hearing on the petition for the dissolution of the Varuna Water Company, a corporation, and the joint affidavits of the applicants, all duly filed. Thereupon this cause is referred to James F. Woods, who is hereby appointed referee herein; and it is ordered that all persons interested in said corporation having any cause to show why it should not be dissolved, appear before said Referee on Friday, the 21st day of December, 1900, at the office of Millar & Wagers, in the Village of Richwood, in the County of Union, and State of Ohio. And the said referee is directed to hear said cause and to make due report of all testimony taken in reference thereto to this Court, as well as of all property, effects, debts, credits, engagements of said corporation, and of all other matters and things pertaining to its affairs by the first day of next term of said Court to which this cause is continued.

Charles M. Melhorn, Acting
Judge of said Court.

7840
Report of Referee

J. S. Horn et. al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County, Ohio.
Filed Jan. 17th, 1901.

To the Hon. Duncan Dow, Judge of said Court:-

In pursuance of an order of said Court appointing a referee herein, notice was duly given of the time and place of the hearing before said referee by publication in the Richwood Gazette, a newspaper of gneral circulation in the County of Union, for three consecutive weeks prior to the 21st day of December, 1900; and on that day between the hours of eight o'clock A.M. and 5 o'clock P.M. at the office of Millar & Wagers, in the Village of Richwood, Ohio, I was ready to hear said cause, in accordance with said notice, but no person appeared to give evidence therein, except H. H. Wagers, Secretary of said Corporation, who made a report of the property, effects, debts, credits, and engagements of said corporation as set forth in Exhibit "A" hereto attached, which upon due examination I find to be correct.

Respectfully Submitted.
James F. Woods, Referee.

Exhibit "A"

Inventory.

13 and one fourth acres of land - cost.	$1325.00
Bottling House and Derrick situated on the land	600.00
Well of mineral water, equipped with 1650 ft. of tubing - cost	2313.00
Deep well pump ($100.) and 1000 ft. sucker rod attached	145.00
330 ft. of casing in the well cost about	150.00
30 ft of drive pipe in the well cost about	40.00
One "Crown Soda Machine" for bottling water, cost	100.00
Reliance Carbonator, complete	200.00
Boiler and pump for operating deep well pump.	50.00
5 Gross S. S. Appollonaris qt. bottles	28.50
2 " " " " qt. "	8.90
30 " Amber " qt. "	176.00
25 " " " Splits	111.35
7 " qt. "	45.50

100 George Wilson Shipping cases	$60.00
100 Pelpche Licht " "	20.29
300 ft. Manu rope	15.00
50 gross crown corks	17.50
2 large tanks for water	25.00
Cash in Deposit Bank of Richwood, Ohio,	23.54
Cash in hands of Secretary	3.00
Accounts for sale of Water	30.00
Total	$507.48

Many of the bottles and cases above listed are in the hands of consumers and it is impossible to tell just how many will be recovered, The prices given are the cost to the Company and not the present value of the property.

Incumbrances.

Mortgage on land held by C. D. Sidle, Richwood, Ohio,	$993.75
Note held by the Richwood Deposit Bank	500.00
Notes held by Liquid Car. Acid Mfg Co. Pittsburg, Pa.	70.00
Account " " " " " " " "	78.20
Account " " Crown Cork & Seal Co. Baltimore Md.	17.50
Account " " H. H. Everette Co. Newark, Ohio,	193.00
Account " " S. C. Bean Richwood, Ohio.	302.24
Account " " A. G. Jones Lima, Ohio,	33.34
Account of G. H. Gordon, Richwood, Ohio,	57.05
Account of T. H. Biddle, " " ,	16.63
Account of J. S. Horn, " " , money expended	36.00
Account of The Henderson Lithographing Co. Cincinnati, O,	13.50
Account of Godman & Thornhill, Richwood, Ohio,	4.47
Account of Gill & Crawford, " "	26.10
Total	$2341.79

The notes held by C. D. Sidle and The Richwood Deposit Bank bear interest which will somewhat increase the liabilities,

7840 Entry

J. S. Horn et. al.
Vs.
The Varuna Water Co.

Court Common Pleas. Union County, Ohio.
Filed Jan. 17th, 1901.

And now this cause coming on for hearing on the report of James F. Woods, referee, which together with all matters and findings therein, is hereby approved and confirmed as the finding of this Court. and it thereby appearing to the Court that said corporation is probably insolvent, and that it will be beneficial to the interests of the stockholders to have said corporation dissolved, and no cause to the contrary being shown, it is therefore ordered and adjudged that said corporation, The Varuna Water Company, be dissolved, and W. H. Rogers is hereby appointed receiver of all the estate and effects of said dissolved corporation, And upon his giving an undertaking to the acceptance of the Clerk of this Court in the sum of $5000.00 he shall be vested with all the estate both real and personal of said dissolved corporation, and shall be trustee of said estate for the benefit of the creditors of the corporation and its stockholders,

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and shall have all the powers and authority conferred by law upon trustees to whom assignments are made for the benefit of creditors, and he is hereby ordered to proceed in the manner provided by law for such trustees to dispose of said property and to wind up the business of said corporation.

7840 J. L. Horn et. al.
Entry
vs. Court Common Pleas, Union County, Ohio.
The Varuna Water Co. Filed Jan 24th, 1902.

Now comes W. H. Wagers, receiver herein and presents his undertaking as required, in the sum of Five Thousand Dollars, with J. L. Horn, I. Miller and John Ogan, as sureties, which having been found to be sufficient by the Clerk of this Court is hereby approved and accepted.

Upon the application of said receiver, S. H. Osborne, Melvin Middleton and C. H. Baker are hereby appointed to appraise the property in the hands of said receiver, who is ordered to make due report thereof to this Court, and until then this cause is continued.

7840 State of Ohio, Union County, ss.
Inventory and S. H. Osborne, C. H. Baker, and Melvin Middleton, appraisers of the real
Appraisement and personal estate of The Varuna Water Company, a dissolved corporation, being first duly sworn say that they will truly, honestly and impartially appraise the estate and property of said corporation which may be exhibited to them and perform the other duties required of them by law in the premises as appraisers according to the best of their knowledge and ability.

Melvin Middleton,
S. H. Osborne.
C. H. Baker.

Sworn to and subscribed before me this 18th day of Feb. A.D. 1901.
John F. Millar,
Notary Public.

We, the undersigned, appraisers of the estate and property of the Varuna Water Company made an inventory and appraisement thereof etc as follows:-

		Property Appraised	Value.
1.	13¼	acres of real estate	$795.00
2.		Bolting House and derrick	280.00
3.		Closets	20.00
4.	1650	ft. 2 in pipe @ 4¢	66.00
5	1000	" sucker rod	20.00
6.	30	" 1¼ in. pipe @ 3¢	.90
7.	58	" 1 in. " @ 2¢	1.16
8.	55	" ¾ " " @ 1½¢	.80
9.	100	" manila rope @ 10¢	10.00
10.	330	" casing	36.00
11.	30	" 8 in. iron pipe	5.00
12.	1	Crown Soda Bolting Machine	45.00
13.	1	Reliance Carbonator	100.00
14	1	Bottle Washer	20.00
15	1	Drop Drill pump.	45.00

16	3 Wood Tanks	$ 15.00
17	30 gross qt. bottles	140.00
18.	26 bunches Farpeke Seicht cases	6.00
19.	84. Geo. Wilson cases	20.00
20.	3 one inch globe valves	1.00
21.	6 3/4 " " "	.60
22.	One pully, clamp and hook, 4 pullys	5.00
23.	90 jigs	1.80
24.	Boiler and pump	10.00
25.	200 Building blocks	10.00
26	90 feet 1½ inch lumber	2.70
27.	Money in deposit Bank	17.07
28.	Accounts for sale of water	Doubtful
29.	Balance stock subscriptions of S.S. Penney ($47.25) and C.C. Sharp ($10.00) (doubtful)	45.00
30	Crown corks	1.00
	Total	$1720.03

The following is a list of the debts of said corporation, so far as they have come to our knowledge:-

1.	C.D. Sidle, Richwood, Ohio (Secured by mortgage on land)	993.75
2,	The Richwood Deposit Bank, Richwood, Ohio,	500.00
3,	Liquid Car. Mfg Co. Pittsburg Pa.	148.20
4.	Crown Cork & Seal Co. Baltimore Md.	17.50
5,	H. H. Everett Co. Newark, Ohio,	193.00
6.	J.C. Beem, Richwood, Ohio.	302.24
7.	A.G. Jones, Lima, Ohio,	33.34
8.	Geo. W. Worden Richwood, Ohio,	57.05
9,	Thos. H. Biddle " "	16.63
10.	J.S. Horn " "	36.00
11.	Henderson Lithographing Co. Cincinnati, O.	13.50
12,	Godman & Thornhill Richwood, O.	4.47
13,	Gill & Crawford. " "	26.11
	Total	$2341.79.

L.H. Osborne,
Melvin Middleton } Appraisers.
C.W. Baker

State of Ohio, Union County ss.

Before me, a Notary Public in and for Union County, personally appeared H.H. Hagers, Receiver of The Varuna Water Company, who being first duly sworn, says that the foregoing inventory and appraisement of the real and personal estate of said Company is in all respects, just and true, that it contains a true and correct statement of all the estate and property of said Company which has come to his knowledge, and of all debts owed by said Company with the names and addresses of the creditors according to the best of his knowledge.

H.H. Hagers.

Sworn to before me and subscribed in my presence this 20th day of February, A.D. 1901,

John F. Millar,
Notary Public.

7840 Legal Notice J.S. The

7840 affidavit J.

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Legal Notice

J. S. Horn et. al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County Ohio.
Filed Feb. 27th, 1901.

Notice is hereby given to all persons interested in the corporation known as The Varuna Water Co. that a petition for the dissolution thereof has been filed by a majority of the Directors thereof in the Court of Common Pleas of Union County, Ohio, and that on the 20th day of September, 1900, said Court made the following order:
This cause came on for hearing on the petition for the dissolution of The Varuna Water Company, a corporation, and on the accounts and inventories of said Corporation and the joint affidavits of the applicants, all duly filed.
Whereupon this cause is reffered to James F. Woods, who is hereby appointed referee herein; and it is ordered that all persons interested in said Corporation having any cause to show why it should not be dissolved, appear before said referee on Friday, the 21st day of December, 1900, at the office of Millar & Wagers in the Village of Richwood, Ohio. And the said referee is directed to hear said cause and to make due report to this Court of all testimony taken in reference thereto, as well as of all property, effects, debts, credits, engagements of said corporation, and of all other matters and things pertaining to its affairs by the first day of next term of said Court, to which this cause is continued.

Charles M. Milhorn,
Acting Judge of said Court.

State of Ohio, Union County ss.
I, Geo. H. Worden, publisher of the Richwood Gazette, being duly sworn say that the notice hereto attached was published in the Gazette on the 27th day of September, 1900, and continued therein 3 consecutive times during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Worden.

Sworn to before me and subscribed this 9th day of Jan. 1901,
W. H. Wagers, Notary Public.

7840
Affidavit

J. S. Horn et. al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County, Ohio,
Filed Apr. 15th, 1901.

State of Ohio, Union County ss.
Now comes W. H. Wagers, receiver of The Varuna Water Company, who being first duly sworn according to law, deposes and says that he verily believes the property and effects of said corporation can be disposed of most advantagously at private sale, and that the basis of his said belief is as follows:- (1) He has an offer on said property and effects of $1800.00 which he considers a reasonable price therefor, and which is more than the appraised value thereof. (2) The Stockholders of said Corporation who own a majority of the stock thereof have recommended that said property be sold for said $1800.00, and no objections have been made thereto. (3) Said property is not of such a nature as to be in general demand, and would probably not bring more than $1800.00 at public auction. (4) He has made due investigation and is unable to find anyone who will pay more than $1800.00 for said property.
Wherefor he asks that an order issue from the Court authorizing and empowering him to sell said property and effects as aforesaid.—W. H. Wagers.

Sworn to before me and subscribed in my presence this 11th day of April, A.D. 1901.
J. F. Miller, Notary Public,

7840 Affidavit

J. S. Horn et al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County, Ohio.
Filed Apr. 15th, 1901,

State of Ohio, Union County ss.

Now comes S. P. Albright, J. M. Wilkins, J. B. Miller, and J. S. Horn, who being first sworn according to law, make oath and say that they each hold fifteen shares of the Capital stock of The Varuna Water Company and that they verily believe that it will be advantageous to the creditors and stockholders of said corporation to sell the property and effects thereof at private sale; and that the basis of their said belief is as follows: (1) The receiver of said corporation has an offer on said property of $1800.00 which is more than the appraised value thereof. (2) Said property and effects are not of such a nature as to be in general demand, and would probably not sell for as much as $1800 at public auction.

S. P. Albright, J. M. Wilkins.
J. B. Miller J. S. Horn.

Sworn to and subscribed before me this 10th day of April, A.D. 1901.
H. H. Wagers. Notary Public.

7840 Account

7840 Entry

J. S. Horn et al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County, Ohio.
Filed Apr. 15th, 1901.

This cause coming on to be heard on the report of the appraisers appointed herein, and the application of H. H. Wagers, the receiver, for an order of private sale, after due investigation said appraisement is approved and confirmed, And it appearing to the Court from the evidence and the affidavits of said receiver, S. P. Albright, J. M. Wilkins, J. B. Miller, and J. S. Horn, that said receiver has an offer for the real and personal estate of said corporation to purchase the same at private sale for Eighteen Hundred Dollars, and it further appearing to the Court that it will be more to the interest of the creditors and stockholders of said corporation to sell said real and personal property at private sale, and that the said offer for the same is more than the appraised value thereof; it is therefore ordered and adjudged that said receiver sell said real and personal property at private sale for said sum of $1800.00 cash, and that he make due report thereof to this Court, to which time this cause is continued.

7840 Entry

J. S. Horn et al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County, Ohio.
Filed Apr. 17th, 1901.

Now comes the receiver herein and reports that under the former order of the Court he has sold the real estate of the defendant and all buildings, machinery and other fixtures thereon, together with all chattel property mentioned in the schedule thereof attached to plaintiff's petition, being the entire assets of said defendant Company except only the monies due thereto, to one Isaac Miller for the sum

of one One Thousand and Eight Hundred Dollars, cash in hand.
The Court, upon due consideration, being satisfied that said sale has in all respects been legally made, hereby approves and confirms the same; and directs the said receiver to make and deliver to said purchaser of said property a good and sufficient deed therefor. And it is ordered that from the proceeds of said sale he pay the costs of this action, including ninety-two Dollars, as the legal compensation to said receiver upon the proceeds of said sale and Fifty Dollars allowed to Millard & Wagers for legal services herein, taxed at $-, and to pay all taxes, mortgages or other liens or preferred claims upon said property or against said defendant company, and to hold the remainder of the proceeds of said sale for the further order of this Court, to which time this cause is adjourned.

7840 Account

W. H. Wagers, Receiver of The Varuna Water Company.

First partial Account.

Said Receiver charges himself as follows:-

To sale of real estate, fixtures and machinery	$1800.00
" Stock subscription, S.S. Penney	27.60
Amount of cash in Deposit Bank	33.54
Cash received from Secretary	3.00

Said Receiver credits himself as follows:-

Apr. 30th, 1901,	By payment of mortgage and interest to C.D. Sidle	$1063.75
" " "	" Revenue on deed, (Deposit Bank)	2.00
" 29th "	" Appraisers fee - C. W. Baker	1.00
" " "	" " " M. Middleton	1.00
" " "	" " " S. H. Osborne	1.00
" " "	" Taxes for June 1901 - J. Miller	7.47
" " "	" fee to Referee, J. F. Woods	5.00
" " "	" Receivers Compensation	92.00
" " "	" Attorney fee, Millard & Wagers	50.00
Sept. 2nd "	" Taxes due on account of error in transfer, C.D. Sidle,	20.95
Feb. 16th 1902	" Postage on statements	.50
" 19th, "	" Freight on bottles	.85

The following debts have been proved but remain as yet unpaid:-

Feb. 27, 1900,	Note of Richwood Deposit Bank	$562.30
July 2" "	Five notes of Liquid Carbonic Acid Mfg Co. Pittsburg Pa.	73.41
Aug 7 "	Acct Crown, Cork & Seal Co. Baltimore	18.60
" 10 "	" H. H. Everette Co. Newark, O.	206.02
Sept. 5 "	" S. C. Benn, Richwood, O,	321.13
Apr. 24" "	" A. G. Jones Lima. O.	36.17
June 28 "	" Godman & Thornhill, Richwood, O.	4.80
Jan. 31, 1901 "	Geo. H. Worden " "	103.28
Sept. 3, 1900 "	Gill & Crawford " "	27.75
Jan 25, " "	T. H. Biddle " "	19.74
Sept. 2, " "	J. S. Horn " "	39.12
" 25, " "	Anderson Lithographing Co. Cincinnati, O.	15.72
	Total	$1427.94

State of Ohio, Lucas County ss.
I, W. H. Wagers, Receiver of the estate and effects of The Varuna

Hyler Company, do solemnly swear that the above account and schedules therein referred to, contain a full, true and correct account of my doings as such, in all respects, to the best of my knowledge and belief.

H. H. Hagers.

Sworn to and subscribed before me this 26th day of Sept. 1901.

(Seal)

A. T. Goodley, Notary Public
In and for Lucas County, O.

7840 Entry

J. S. Horn et al.
Vs.
The Varuna Water Co.

Court Common Pleas. Union County. Ohio.
Filed Oct. 18th, 1901.

Now comes H. H. Hagers, the Receiver heretofore appointed herein and presents his account of his proceedings as such Receiver up to this date, and the Vouchers therefor, Thereupon the Court doth set the 18th day of Nov. 1901, at the Court Room in Marysville, Ohio, as the time and place for rendering said account and for the hearing thereon, and said Receiver is ordered to file the same, together with the vouchers therefor with the papers in this action, and to give notice of said date and place set for hearing thereon by publication for three consecutive weeks as required by law.

7840 Legal Notice

7840 Report of Referee

To the Hon. Duncan Dow, Judge of the Court of Common Pleas of Union County, O.

The undersigned, referee, to whom your Honor has referred the account of H. H. Hagers as Receiver of The Varuna Water Company, a dissolved Corporation, for examination thereof and report thereon, report as follows:-

No objection in any manner or of any nature whatever has been filed or made before me as to said account or any item thereof; and being personally familiar with the transactions of said Receiver as shown by his said account the monies received by him as shown therein having been deposited in and checked from The Richwood Deposit Bank, of Richwood, Ohio, of which I am Assistant Cashier, and having carefully examined said account and the proofs and vouchers therefor, I report the same to be true and correct and recommend its due allowance.

Respectfully Submitted

Dated this 18th day of November, A. D. 1901

J. F. Woods, Referee.

7840 Entry

J. S. Horn et al.
Vs.
The Varuna Water Co.

Court Common Pleas. Union County, Ohio.
Filed Nov. 18th, 1901

This cause coming on to be heard upon the report of the Referee to whom was referred the account herein rendered by the Receiver, and upon the evidence relating thereto, the Court finds said account to be correct and satisfactory, and the same is allowed; and it is ordered and decreed that said account be final and conclusive upon all creditors and stockholders of said Corporation, and upon all persons having claims against or engagements with it, And the said Receiver is allowed for his services herein the sum of Ninety-two Dollars, and Fifty Dollars is allowed to Millar & Hagers as counsel for for services rendered him herein, and the said Referee is allowed the sum of Five Dollars for his services herein; and said Receiver is ordered to pay the same and the costs of this action now accrued, taxed at $40.01 out of the money

7840 Account of Final Distribution

in his hands belonging to said Corporation, It appearing from the account of said Reciver that there will then remain a balance in his hands of $568.61 and from his showing to the Court that the gneral debts of said dissolved Corporation remaining unpaid amount to $1427.94 with interest thereon accruing since Sept. 26th 1901, the date of verifying his said account, he is ordered to pay a cash dividend of thirty nine per cent to the gneral creditors of said Corporation. It further appearing by the representations of the Attorney for said Reciver that there is a disposition on the part of the Stockholders of said Corporation to contribute and pay to the said Reciver according to their respective statutory liability sufficient money to pay all of said debts in full, and there is a probability that this matter may be fully settled in that manner, this cause is therefor continued for said purpose.

7840 Legal Notice

Notice is hereby given to all parties concerned that the undersigned has presented to the Court of Common Pleas of Union County, Ohio, his account and vouchers therefor of his proceedings as Reciver of The Varuna Mineral Water Company of Richwood, Ohio, and that said Court ordered the same filed with the Clerk and has set Monday, the 18th day of November, 1901, at the Court Room in Marysville as the date and place of rendering the same and hearing thereon.

H. H. Hagers, Reciver of said Corporation.

State of Ohio, Union County ss.

I, Geo. H. Norden, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 16th day of Oct. 1901, and continued therein 3 consecutive times, during all of which time said newspaper was printed and in gneral circulation in said County.

Geo. H. Norden.

Sworn to and subscribed before me this 13th day of Nov. 1901,

(Seal) J. F. Millar, Notary Public.

7840 Entry

J. S. Horn et. al.
Vs.
The Varuna Water Co.

Court Common Pleas, Union County, Ohio.
Filed Nov. 18th, 1901.

The Reciver herein, having heretofore filed his account, and now appearing by Attorney and presenting the same for allowance, and it appearing that he has given due notice in the manner required by law of his intention to do so at this time and place, the same is referred to James F. Woods, as Referee, who is hereby appointed to examine and to report to this Court thereon.

7840 Account of Final Distribution

The State of Ohio, Union County ss.

Common Pleas Court.

The undersigned, H. H. Hagers, Reciver of the Estate of The Varuna Water Co. of said County, hereby perpetuates the evidence of having paid or delivered over to the persons entitled thereto, the money or other property in his hands as required by the order of distribution, by presenting to the Court within one year after such order was made, an account of such payments, or the delivery over of such property as follows: Amounts found due said estate as per settlement with said Court on Nov. 18th, 1901. ——— $568.61

Amounts paid to creditors under order of distribution of said

Court made Nov. 18th, 1901, as follows:-

To Richwood Deposit Bank	$221.42.
" J. C. Bum	126.22.
" The Edward H. Everett Co.	80.82
" The Crown, Cork and Seal Co.	7.31
" Godman and Thornhill	1.88
" The Henderson Lithographing Co.	6.17
" Geo. H. Worden	40.60
" Thomas H. Biddle	15.38
" Gill and Crawford	10.90
" The Liquid Carbonic Acid Mfg Co.	28.86
" C. C. Sunhorwood, Clerk of Courts for A. G. Jones	14.06

The State of Ohio, Lucas County ss.

H. H. Wagers, Receiver of the estate of The Varuna Water Co. being sworn says that the within and foregoing account presents a true and complete statement of the final distribution of the assetts of said estate, as required by the order of Court as he verily believes; and said Receiver asks that the same be allowed as his final discharge, and ordered by the Court to be recorded.

H. H. Wagers.

Sworn to and subscribed before me this 11th day of April, 1902.

(Seal) A. T. Copley, Notary Public. Lucas County, Ohio.

7840 Legal Notice

Notice is hereby given to all parties concerned that the undersigned has filed his final account and vouchers therefor of his proceedings as Receiver of The Varuna Mineral Water Company of Richwood, Ohio, with the Clerk of the Courts of Union County, Ohio, and that the same will be presented for allowance to the Common Pleas Court of said County in which Court the matter of the dissolution and settlement of the business of said Corporation is pending, in the Court Room thereof at Marysville, Ohio on the 9th day of June, 1902.

H. H. Wagers, Receiver of said Corporation.

State of Ohio, Union County ss.

I, Geo. H. Worden, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 22nd day of May, 1902, and continued therein 3 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Worden.

Sworn to and subscribed before me this 7th day of June, 1902.

(Seal) J. F. Millar, Notary Public.

7840 Entry

J. S. Horn et. al.

Vs.

The Varuna Water Co.

Court Common Pleas. Union County, Ohio

Filed June 9th, 1902.

The Receiver herein having heretofore filed his account of his distribution of the remaining assets of the said dissolved Corporation The Varuna Mineral Water Company, under a previous order of this Court, and now appearing by his Attorney and presenting the same for allowance, and it appearing by due proof of publication that he has given due notice of his intention to present said account

to this Court for allowance at this time and place, and it further appearing that the same is brief and not complicated, and that each of the creditors has been paid his due per cent as ordered by the Court upon the amount of his claim as determined and reported to this Court by the Referee herein, as is shown by their respective vouchers therefor filed in this Court with said account, except that the dividend due A.G. Jones remains unclaimed by him, but has been paid into Court, as provided by Statute shall be done in such case, as evidenced by the Clerk of Courts, receipt therefor, and it also appearing that the costs herein have been paid in full, and that nothing remains in the hands of said Receiver,

It is therefore considered by the Court unnecessary to refer said account to a Referee; and it appearing in due form and in regular order, and in full compliance with the order of the Court and the requirements of law, and no one appearing in Court to object thereto, the Court, upon due consideration thereof and of the vouchers and other evidence in relation thereto, finds said account to be correct and satisfactory, and the same is allowed; and it is ordered and decreed by the Court that said account be final and conclusive upon all creditors, and stockholders of said Corporation, and upon all persons having claims against or engagements with it; and, this matter being fully settled, the said Receiver herein is hereby discharged.

Attest:

Chas. C. Tuthorwood, Clerk.

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Doo, Judge of said Court of the March Term, A.D. 1903,

Be it remembered, that heretofore, towit, on Apr. 4th, 1901, the following petition was filed with the Clerk of said Court, towit:-

7995 Petition

R. S. Woodburn, Administrator of the estate of Isaac Brodrick, deceased — Plaintiff.

vs.

Court Common Pleas, Union County, Ohio.

Sarah P. Brodrick, widow, Charles H. Brodrick and Anah Brodrick, his wife, John M. Brodrick, and Narcissa M. Brodrick, his wife, Samuel J. Brodrick, and Nannie Brodrick, his wife, Emaline McCullough, and Oliver McCullough, her husband, Evaline Benton, and J.R. Benton, her husband, Benjamin F. Brodrick and Augie Brodrick, his wife, Anna Brodrick, an unmarried woman, Olive E. McCulloh, and Madison McCulloh, her husband, Edith B. Guise, and Harry W. Guise, her husband, Ethel M. Brodrick, Floss G. Brodrick, Eleanor F. Brodrick, Pauline Brodrick, and The Union Central Life Insurance Company ——————————— Defendants.

The plaintiff represents that he is the duly appointed and qualified Administrator of the estate of Isaac Brodrick late of Union County, Ohio, deceased; that the amount of debts due from the deceased is Six Thousand Dollars, as near as can be ascertained, that the charges of administration of said estate will amount to about Three Hundred Dollars; and that the total value of the personal estate and effects of said deceased is but — Dollars, being wholly insufficient to pay the debts and costs aforesaid. The plaintiff further represents that said Isaac Brodrick died seized in fee simple of the following described real estate, situate in the County of Union and Champaign, and State of Ohio, towit:

First Tract:- Situate in the Township of Allen, County of Union and State of Ohio, part of Survey No. 2669, Beginning at a stone (hickory and sugar gone) Northerly corner to said Survey No. 2669; thence with the northeasterly line thereof S. 53° E. 146 poles to a stone in the center of the Marysville and Lewisburg gravel road; thence with the center of said road, N. 84° E. 109 poles to a stone in the center of said road, and at the intersection of the Milford and North Darby gravel road; thence with the center of said last mentioned gravel road, South 46 1/100 poles to a stone with cinders under it; thence S. 54½° W. about 2 poles to a stone corner of the Counties of Union and Champaign; thence with the line dividing said Counties N. 87½° W. 167 poles to a stake in said line and in the Northwest line of said Survey No. 2669; thence with said Survey line N. 54½° E. 197 poles to the beginning, containing Ninety five (95) acres, be the same more or less.

7995 Precipe

Second Tract:- Situate in the Township of Rush, County of Champaign and State of Ohio, Part of Survey No. 2669, Beginning at two sugars and a buckeye on the East side of Darby Creek; thence N. 54½° E. 87 poles to the County line between the Counties of Union and Champaign; thence S. 87½° E. 167 poles with said County line to a stone corner of said Champaign County; thence N. 54½° E. about 2 poles to a stone with cinders under it in the center of the Milford and North Darby gravel road; thence with the center of said road, South 61 52/100 poles to a stone with Blacksmith's cinders under it; thence S. 53° 30' W. 27 poles to a stone with pieces of crock under it,

thence N. 36½° W. 50 77/100 poles to a stone with piece of crock under it; thence S 54½° W. 79¾ poles to a stone in Big Darby Creek, southwest corner of R. V. Abrahams heirs' land; thence up the Creek with the meanders thereof and binding thereon at low water mark to the place of beginning, containing Eighty (80) acres more or less."

Said first and second tracts above described are in one body and constitute a single tract or body of land lying partly in Union and partly in Champaign Counties, but for convenience in transfer the part lying in each County is described separately.

The said decedent died leaving the defendant, Sarah P. Brodrick, his widow, who is entitled to dower in said premises; that the defendants, Charles W. Brodrick, John M. Brodrick, Samuel J. Brodrick, Emaline McCullough, Evaline Benton, Benjamin F. Brodrick, Anna Brodrick, and Olive E. McCullom, are the children and the defendants, Edith B. Guise, Ethel M. Brodrick a minor over fourteen years of age, and Floss G. Brodrick, Eleanor F. Brodrick, and Pauline B. Brodrick, minors under fourteen years of age, are grandchildren (being children of Isaac N. Brodrick, who was a son of said Isaac Brodrick dcid) and together are the only heirs and legal representatives of said decedent, having the next estate of inheritance from said Isaac Brodrick deceased, in said premises; that the defendant, The Union Central Life Insurance Company, claims to hold a mortgage on said premises, but the extent of its lien is unknown to plaintiff. The plaintiff therefore prays that the dower of said Sarah P. Brodrick in said premises may be assigned and set off to her; that the rights, interests and liens of the said defendant, The Union Central Life Insurance Company may be fully determined, adjusted and protected according to equity, and that said defendant, The Union Central Life Insurance Company be compelled to answer herein setting up its said lien in said premises, and that in default thereof it be forever barred from setting up its claim, and that your petitioner may be authorized and ordered to sell said real estate subject to said dower, according to the Statute in such cases made and provided, and for all other proper relief in the premises.

R. S. Woodburn, Administrator

State of Ohio, Union County ss.

R. S. Woodburn, the above named plaintiff, being duly sworn says, that the various matters and things set forth in said petition are true, to the best of his knowledge and belief.

R. S. Woodburn.

Sworn to before me and signed in my presence this 4th day of April, 1901,

(Seal) Chas. L. Timberwood, Clerk.

7995 Precipe

R. S. Woodburn, Administrator.
vs.
Sarah P. Brodrick et. al.

Court Common Pleas Union County, Ohio.
Filed Apr. 4th, 1901.

To the Clerk:-

Issue summons for Floss G. Brodrick, Eleanor F. Brodrick, Pauline B. Brodrick and Ethel M. Brodrick (a minor under fourteen years of age) defendants, directed to the Sheriff of said County, returnable according to law.

R. S. Woodburn, Plaintiff.

7995
Summons

The State of Ohio, Union County ss. To the Sheriff of said County:-
You are commanded to notify Ethel M. Brodrick, a minor under fourteen years of age that on the 4th day of april, A.D. 1901, R. S. Woodburn, Administrator of the estate of Isaac Brodrick, deceased, filed his petition in the Common Pleas Court of said Union County, Ohio, against them and others, the object and prayer of which petition is to obtain an order for sale of certain Real Estate belonging to said decedent, in said petition described, for the purpose of paying debts, and that unless the answers by the 4th day of May, 1901, said petition will be taken as true, and an order granted accordingly.
You will make due return of this writ on the 15th day of April, A.D. 1901. Witness my hand and the seal of said Court, this 4th day of April, A.D. 1901. (Seal) Chas. E. Pinkerwood, Clerk.

Endorsement.

The State of Indiana, Blackford County ss.
I, Emmaline McCullough, being duly sworn say that on the 13th day of April, 1901, I served this writ by delivering a copy thereof with a copy of the petition personally to the following named persons, to-wit: Ethel M. Brodrick, a minor over fourteen years of age.
Emmaline McCullough
Sworn to before me and signed in my presence this 13th day of April, 1901.
(Seal) J. M. Boyd, Notary Public.

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Answer

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Summons

The State of Ohio, Union County ss.
You are commanded to notify Floss G. Brodrick, Eleanor F. Brodrick and Pauline B. Brodrick, who are under the age of fourteen years, making service of this summons upon them, and also, if either of them can be found, upon their guardian, or their father, or if neither, their guardian nor their father can be found, then upon their mother, or the person having the care of such infants, that they have been sued by R. S. Woodburn, Administrator of the estate of Isaac Brodrick, deceased, in the Common Pleas Court of Union County, and that unless they answer by the 4th day of May A.D. 1901 the petition of said plaintiff against them filed in said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 15th day of April, A.D. 1901. Witness my hand and the seal of said Court this 4th day of April, A.D. 1901.
(Seal) Chas. E. Pinkerwood, Clerk.

Endorsement.

The State of Indiana, Blackford County, ss.
Emmaline McCullough, being duly sworn, says, I received this writ April 13th, A.D. 1901, and pursuant to its commands, I served the same by delivering a copy thereof with a copy of the petition therein, with the endorsements thereon personally to the within named defendants, on the days hereafter named, viz: April 13th, 1901 to Floss G. Brodrick, Eleanor F. Brodrick and Pauline B. Brodrick, and also as to the within named defendants, under the age of fourteen years, April 13th, 1901, to Carrie Brodrick, the mother of such infants, the father being dead, and they not having any guardian.
Emmaline McCullough.
Sworn to and subscribed before me this 13th day of April, 1901.
(Seal) J. M. Boyd.
Notary Public.

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Waivers

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Answer & Cross-Petition

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Answer

R. S. Woodburn, Administrator,
Vs.
Sarah P. Brodrick et. al.

Court Common Pleas, Union County, Ohio.
Filed, Apr. 5th, 1901,

And now comes Sarah P. Brodrick, one of the defendants in the above entitled cause, and voluntarily enters her appearance herein, and for answer to the petition in this case filed, says, that she is the widow of said Isaac Brodrick, deceased, and as such is entitled to dower in the premises described in said petition, and that her age is sixty-seven years, and she freely consents to said sale as prayed for, and waives the assignment of dower in said premises by metes and bounds, or in rents and profits; and asks the Court that said premises may be sold free from her dower estate therein and that the value of such dower estate may be allowed and paid her in money out of the procends of sale, as the Court may deem reasonable,

Sarah P. Brodrick,

The State of Ohio, Union County ss.

Sarah P. Brodrick being duly sworn, says that the statements in the forgoing answer are true as she verily believes.

Sarah P. Brodrick,

Sworn to before me, and signed in my presence this 5th day of April, A.D. 1901,

John M. Brodrick Probate Judge.

7995
Waivers

R. S. Woodburn, Administrator,
Vs.
Sarah P. Brodrick et. al

Court Common Pleas, Union County, Ohio.
Filed Apr. 15th, 1901,

We, the undersigned, parties defendant in the above entitled cause for the sale of Real Estate of the estate of said decedent to pay debts, hereby waive service of process, and consent to the sale of the Real Estate in said Petition mentioned, as herein prayed for, and the Statutory time for pleading is hereby waived, and we consent that said Petition may be heard at such time as may be by the Court ordered. — Emmaline McCullough, Oliver McCullough, Edith B. Brodrick-Guise, Harry H. Guise, John M. Brodrick, Narcissa M. Brodrick, Sarah P. Brodrick, Anna Brodrick, Benjamin F. Brodrick, Augie Brodrick, C. H. Brodrick, Anah Brodrick, S. J. Brodrick, Naomie M. Brodrick, Eva L. Benton, J. R. Benton, Ollie E. McCullom, and Madison McCullom,

7995
Waiver

R. S. Woodburn, Administrator,
Vs.
Sarah P. Brodrick et. al,

Court Common Pleas, Union County, Ohio,
Filed, Apr. 15th, 1901,

We, the undersigned, parties defendant in the above entitled cause for the sale of Real Estate of said decedent to pay debts, hereby waive service of process and enter our appearance,

Union Central Life Ins. Co.
J. H. Clark, Treasurer.

7995
Answer & Cross-Petition

R. S. Woodburn, Administrator,
Vs.
Sarah P. Brodrick, widow, Charles H. Brodrick, and Anah Brodrick his wife, John M. Brodrick, and Narcissa M. Brodrick, his wife, Samuel J.

Filed May 1st. 1901.
Court Common Pleas, Union County, Ohio,

Brodrick, and Nannie Brodrick, his wife, Emaline McCullough, and Oliver McCullough, her husband, Evaline Benton and J.R. Benton, her husband, Benjamine F. Brodrick and Augie Brodrick, his wife, Anna Brodrick, an unmarried woman, Oliver E. McCullom, and Madison McCullom, her husband, Edith B. Guise, and Harry Guise, her husband, Ethel M. Brodrick, Floss G. Brodrick, Eleanor F. Brodrick, Pauline B. Brodrick, and The Union Central Life Insurance Company ——————— Defendants.

Now comes the defendant, The Union Central Life Insurance Company, and for its answer to the petition herein, says that it has no knowledge of any of the allegations thereof excepting that the decedent, Isaac Brodrick died, seized in fee simple of the real estate described in the petition, and that this defendant holds a mortgage on said premises, Therefore, defendant, for want of knowledge denies all of the other allegations thereof. By way of cross-petition, said defendant, The Union Central Life Insurance Company states that on the 12th day of March, 1900, the said Isaac Brodrick, deceased, and the defendant, Sarah P. Brodrick, his wife, executed and delivered to it, a certain mortgage covering the real estate described in the petition, to secure the payment of one principal note payable ten (10) years from date, for five thousand ($5000) Dollars, with interest at six per cent per annum from date until maturity, and eight (8) per cent per annum after maturity, the interest being payable annually according to interest notes, bearing interest at eight (8) per cent after maturity, all of said notes being dated March, 12th, 1900,

Said mortgage was duly filed for record in the Recorder's Office of Union County, Ohio, on the 16th day of March, 1900, and recorded in Book 44 Page 107 et. seq. of the records of said County, and was also filed for record in the Recorder's Office of Champaign County, on the 19th day of March, 1900, and was recorded in Mortgage Book 49 pages 448 et. seq. of the records of said County, and thereby became and still is a valid and subsisting first lien on said Real Estate, Interest on said note has been paid to May, 1st. 1900, and no more, Wherefore this defendant prays that its said mortgage lien be protected, and that if said property is decreed to be sold, there may be paid to it from the proceeds thereof the amount due thereunder as above set forth, and for all other necessary and proper relief.

D. H. Ayers, Atty for
Union Cntral Life Insurance Co.

State of Ohio, Hamilton County ss,

J. R. Clark, being first duly sworn, deposes and says that he is the Treasurer of the above defendant Company and that the Allegations contained in the above answer and cross-petition are true as he verily believes,

J. R. Clark,

Sworn to before me and subscribed in my presence this 29th day of April A.D. 1901, (Seal) Louis Bruning,
Notary Public.

7995 Entry

R. S. Woodburn, Administrator
Vs.
Sarah P. Brodrick et. al

Court Common Pleas, Union County, Ohio.
Filed Sept. 27th, 1901,

This day this cause came on to be heard on the petition, proofs and exhibits, the Court find that all the defendants have been duly served with process or have voluntarily entered their appearance in this case; and that as set forth in the petition, it is necessary to sell

7995 Appraisement

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the Real Estate therein described, to pay the debts of the said Isaac Brodrick, deceased. It is therefore ordered and adjudged by the Court that the real estate described in the petition be appraised by the oaths of Henry C. Clark, Alpha D. Wilbur, and Lester H. Cline, judicious and disinterested freeholders of the vicinity, whom the Court hereby appoint for that purpose, and that they return their proceedings to this Court for confirmation.

7995 Appraisement

The State of Ohio, Union County ss- To R. S. Woodburn, Administrator of the estate of Isaac Brodrick, deceased, Greeting:- In obedience to an order and decree of the Common Pleas Court, within and for said County, made this day in a certain cause, wherein you as Administrator as aforesaid are plaintiff and Sarah P. Brodrick et. al. are defendants, you are commanded that by the oaths of Henry C. Clark, Alpha D. Wilbur and Lester H. Cline, judicious disinterested men of the vicinity not of kin to the petitioner, who are freeholders of the County in which said Real Estate is situated, and upon actual view, you cause a just valuation and appraisement to be made according to law of the following described premises, free from the dower estate of Sarah P. Brodrick, therein, towit:-

1st tract: Situated in the Township of Allen, County of Union, and State of Ohio, part of Survey No. 2669, Beginning at a stone (hickory and Gum gone) northerly corner to said Survey No. 2669; thence with the northeasterly line thereof, S. 53° E. 146 poles to a stone in the center of the Marysville and Lewisburg gravel road, thence with the center of said road N. 84° W. 109 poles to a stone in the center of said road and at the intersection of the Milford and North Darby gravel road; thence with the center of said last mentioned road, S. 46 10/100 poles to a stone with cinders under it; thence S. 54½° W. about 2 poles to a stone corner of the Counties of Union and Champaign; thence with the line dividing said Counties N. 87½° W. 167 poles to a stake in said line and in the north west line of said Survey No. 2669, thence with said survey line N. 54½° E. 197 poles to the beginning, Containing Ninety-five (95) acres, be the same more or less, -2nd Tract:- Situate in the Township of Rush, County of Champaign and State of Ohio, Part of Survey No. 2669, Beginning at two Sugars and a Buckeye on the east side of Derby Creek; thence N. 54½° E. 87 poles to the County line between the Counties of Union and Champaign; thence S. 87½° E. 167 poles with said County line to a stone, corner of said Champaign County, thence N. 54½° E. about 2 poles to a stone with cinders under it, in the center of the Milford and North Darby gravel road; thence with the center of said road South 61 57/100 poles to a stone with Blacksmith's cinders under it, thence S. 53° 30' W. 27 poles to a stone with pieces of crock under it; thence N. 36½° W. 50 77/100 poles to a stone with pieces of crock under it; thence S. 54½° W. 79¾ poles to a stone in Big Darby Creek, southwest corner of R. V. Abraham's heirs' land; thence up the said Creek with the meanders thereof and binding thereon at low water mark to the place of beginning, Containing Eighty (80) acres more or less."

Said two tracts constitute one farm in a solid body of land.

You will make return of your proceedings to this Court forthwith upon execution of this order.

Witness my signature and seal of said Court of Common Pleas at Marysville, Ohio, this 27th day of Sept. A. D. 1901.

(Seal)

Duncan Dow, Judge.

Return.

To the Common Pleas Court of Union County, Ohio;-
In obedience to the foregoing order, I have caused the same to be duly executed as will fully appear by the proceedings hereto attached.
Dated the 27th day of Sept. 1901, R. S. Woodburn, Administrator.

Oath of Appraisers.

The State of Ohio, Union County ss.

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

H. C. Clark
A. D. Wilbur } Appraisers.
S. W. Cline

Sworn to before me and signed in my presence this 27th day of September, 1901,

John M Brodrick,
Probate Judge.

Appraisers' Return.

In obedience to the foregoing order, after being first duly sworn and upon actual view of the premises therein described, we, the undersigned appraisers estimate the value of said real estate at Nine Thousand, Two Hundred and Seventy Five Dollars, free from said dower estate.

Given under our hands this 27th day of September, 1901,

H. C. Clark.
A. D. Wilbur, } Appraisers.
S. W. Cline.

7995 Entry

R. S. Woodburn, Administrator,
Vs,
Sarah P. Brodrick et. al.

Court Common Pleas, Union County, Ohio.
Filed Sept. 27th, 1901.

This day this cause came on further to be heard on the return of the plaintiff, of the appraisement herein, and it appearing to the Court that said appraisement heretofore ordered has been made and reported to this Court, and the Court having carefully examined the same, finds that said appraisement has been made in all respects in conformity to law, and the former order of this Court, the same is now here, by the Court approved and confirmed. The Court further find that the said plaintiff as such Administrator has given bond in sufficient amount with approved sureties, conditioned according to law.

And this cause coming on further to be heard, on the application of the plaintiff for an order to sell said real estate at private sale, and the same being submitted to the Court on the said application and the evidence adduced in support thereof, on consideration whereof the Court finds that it would be for the best interests of said estate and all parties interested therein that said real estate be sold at private sale, It is thereupon by the Court ordered that said R. S. Woodburn, Administrator, as aforesaid, proceed to advertise and sell the real estate aforesaid, free of dower, at private sale at not less than the appraised value thereof, on the following terms, to-wit: One third cash in hand, One third in one year, and balance in two years from day of sale; deferred payments to bear interest, from day

7995 Order of Sale

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of sale, and to be secured by mortgage on the premises sold.
And further it is by the Court ordered that said plaintiff make due return of his proceedings herein forthwith upon compliance with the terms thereof.

7995 Order of Sale

The State of Ohio, Union County ss.

To R. S. Woodburn, Administrator of the Estate of Isaac Brodrick, deceased, Greeting:-

In obedience to an order and decree of the Common Pleas Court, within and for said County, made this day, in a certain cause, wherein you as Administrator, aforesaid are plaintiff and Sarah P. Brodrick et. al. are defendants, you are commanded to proceed according to law, to sell at private sale, for not less than the appraised value thereof free from the dower of Sarah P. Brodrick, widow of Isaac Brodrick deceased the following described premises, towit:

1st Tract:- Situated in the Township of Allen, County of Union, and State of Ohio, Part of Survey No. 2669, Beginning at a stone, (hickory and lynn gone) northerly corner to said Survey No. 2669, thence with the Northeasterly line thereof, S. 53° E. 146 poles to a stone in the center of the Marysville and Dworsburg gravel road; thence with the center of said road N. 84° W. 69 poles to a stone in the center of said road, and at the intersection of the Milford and North Darby gravel road; thence with the center of said last mentioned road, South 46 7/100 poles to a stone with cinders under it; thence S. 54½° W. about 2 poles to a stone corner of the Counties of Union and Champaign; thence with the line dividing said Counties N. 87½° W. 167 poles to a stake in said line and in the Northwest line of said Survey No. 2669; thence with said Survey line N. 54½° E. 197 poles to the beginning, Containing Ninety-five (95) acres, be the same more or less,

2nd Tract:- Situate in the Township of Rush, County of Champaign and State of Ohio, Part of Survey No. 2669, Beginning at two sugars and a buckeye on the East side of Darby Creek; thence N. 54½° E. 87 poles to the County line between the Counties of Union and Champaign; thence S. 87½° E. 167 poles with said County line to a stone, corner of said Champaign County; thence N. 54½° E. about 2 poles to a stone with cinders under it in the center of the Milford and North Darby gravel road; thence with the center of said road, South 61 57/100 poles to a stone with Blacksmiths cinders under it; thence S. 53° 30 W. 27 poles to a stone with pieces of crock under it; thence N. 36½° W. 50 77/100 poles to a stone with pieces of crock under it; thence S. 54½° W. 79¾ poles to a stone in Big Darby Creek, southwest corner of R. V. Abrahams heirs land; thence up said Creek with the meanders thereof and binding thereon at low water mark to the place of beginning, Containing Eighty (80) acres more or less."

Said two tracts constitute one farm in a solid body of land.

Said sale to be upon the following terms: Cash in hand on day of sale.

You will make return of your proceedings to this Court forthwith upon execution of this order.

Witness my signature and the seal of said Court of Common Pleas Court at Marysville, Ohio, this 20th day of May A. D. 1902.

(Seal)

Chas Richardwood
Clerk of Court &c.

Return.

To the Court of Common Pleas of Union County, Ohio:-

In obedience to the foregoing order, I have caused the same to be duly executed as will fully appear by the proceedings hereto attached.

Dated the 20th day of May, 1902, – R. L. Woodburn, Administrator,

Report of Sale.

In obedience to the within order, I sold said premises on the twentieth day of May, 1902, to Francis J. Robinson for the sum of Nine Thousand, Two Hundred and Seventy five Dollars, said sum being the appraised value of the same,

R. L. Woodburn, Administrator,

The State of Ohio, Union County ss.

The above named R. L. Woodburn, being duly sworn says that the sale above reported has been made after diligent endeavor to obtain the best price for said property, and that said sale is for the highest price he could get for said property.

R. L. Woodburn,

Sworn to before me and signed in my presence this 20th day of May A. D. 1902.

(Seal) Chas. Pinkerwood, Clerk of Court.

8061 Petition

7995 Entry

R. L. Woodburn, Administrator.

Vs.

Sarah P. Brodrick et. al.

Court Common Pleas, Union County, Ohio.

Filed May. 20th, 1902,

This day this cause came on to be heard on the return of R. L. Woodburn plaintiff herein, of his proceedings and sale in this case under a former order of this Court, The Court after having carefully examined said return, and being satisfied that such sale, has in all respects been legally made, do hereby approve and confirm the same and order that the said R. L. Woodburn as such Administrator make to the purchaser a good and sufficient deed for the premises so sold, The Court find that there is due the said defendant, The Union Central Life Insurance Company on its mortgage lien on said premises the sum of Five Thousand and Sixteen and 67/100 Dollars. The Court further find that there is due the said defendant, Sarah P. Brodrick as the reasonable value of her dower interest in said premises in money, the sum of One Thousand, Three Hundred and Eighty-seven and 33/100 Dollars,

The Court further find that there is due the said defendant John M. Brodrick on his judgment lien on said premises, the sum of One Hundred and Ninety-seven and 37/100 Dollars.

And the Court coming now to distribute the proceeds of said sale in the hands of said Administrator, amounting to $9275.00 orders that he pay:-

First: The taxes and penalty, and the interest thereon against said lands, towit $—.

Second: The costs of this action, including $—. as the charge due the said Administrator herein, taxed at $—.

Third: To the said defendant, The Union Central Life Insurance Company the amount above found due it viz: $5016.67.

Fourth: To the said defendant, Sarah P. Brodrick, the amount above found due her, viz. $1387.33.

Fifth: To the said defendant, John M. Brodrick, the amount above found due him, viz: $197.37

Sixth: The remainder of said proceeds to be accounted for by said plaintiff, as such Administrator under the laws governing Administrators of Estates in Ohio.

It is further ordered by the Court that the mortgage given by said Isaac Brodrick and wife to said defendant, The Union Central Life Insurance Company and recorded in Volume 44 page 107 of the records of Mortgages of Union County, Ohio, and in Volume 49 page 448 of the records of Mortgages of Champaign County, Ohio, be cancelled on the margin of each of said records.

Attest: Chas. Pinkerwood, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the March Term, A. D. 1902,

Be it remembered that heretofore, towit, on April 12th, A. D. 1902, the following petition was filed with the Clerk of said Court, towit:-

8061
Petition

Robert McCrory, Executor of the last will and testament of John Crottinger, deceased ——— Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio,

Harriet I. Patch and D. B. Patch — Defendants,

Plaintiff says that on the 8th day of March, 1890, defendants made and delivered to John Crottinger their promissory note in writing, of which the following is a copy, with all the credits and indorsements thereon, towit:-

$100.00 Portland, Indiana, March 8th, 1890.

One year after date, we jointly and severally promise to pay to the order of John Crottinger, at the Peoples Bank, Marysville, Ohio, One Hundred Dollars, Without any relief whatever from valuation or appraisement laws and the drawers and indorsers severally waive the presentment for payment, protest, and notice of protest, for non-payment of this note, and promise to pay all -- and the costs and all other expenses incurred for collection thereof, with 8 per cent interest from date payable quarterly on note or judgment until paid, Value received.

(Signed) Harriett I. Patch
D. B. Patch,

That thereafter, and on or about the 17th day of February, 1899, said John Crottinger died, leaving a last will and testament, whereby plaintiff was appointed sole Executor, That on or about the 28th day of February, 1899, said will was duly admitted to probate in the Probate Court of Union County, Ohio, and letters testamentary upon said Will were thereafter duly issued and granted by said Probate Court to plaintiff as sole Executor, who thereupon duly qualified as such Executor, and has ever since been and is now acting as such Executor,

That there are no indorsements or credits on said note, and that no part of said note has been paid, and there is due plaintiff thereon as such Executor aforesaid from the defendants the sum of One Hundred Dollars, with interest from the 8th day of March, 1890, at the rate of eight per cent per annum payable quarterly,

Wherefore, plaintiff prays judgment against said defendants, said Harriet I. Patch and D. B. Patch for the sum of $100.00 with interest at the rate of 8 per cent per annum payable quarterly and his costs, ——— Robert McCrory, Atty for Plaintiff

The State of Ohio, Union County ss,

Robert McCrory, being duly sworn says that he is the duly appointed and acting Executor of the last Will and testament of John Crottinger deceased, and the allegations made and averments set forth are true as he verily believes,

Robert McCrory,

Sworn to by Robert McCrory, and by him subscribed in my presence this 12th day of April, A. D. 1902,

(Seal) Chas. Tenhorwood, Clerk of Court

8061
Precipe

To Clerk:-
Issue summons for Harriet L. Patch and D. B. Patch to the Sheriff of Union County, Ohio, returnable according to law, Indorse, Money only, amount claimed $100.00, with interest at 8 per cent per annum payable quarterly from March 8th, 1890,
Robert McCrory, Atty for Plaintiff.

8061

On the 12th day of April, A. D. 1902, the following summons was issued:-
The State of Ohio, Union County ss. — To the Sheriff of the County of Union Greeting:-
We command you to notify Harriet L. Patch and D. B. Patch that they have been sued by Robert McCrory, Executor &c, in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of May A. D. 1902, the petition of the said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 19th day of April A. D. 1902. Witness my hand and the seal of said Court, this 12th day of April A. D. 1902,
Chas Tenhorwood, Clerk
By Minnie Tenhorwood, Deputy.

Sheriff's Return and Indorsement.

Indorsed: In action for Money only amount claimed $100.00 with interest at 8% per annum, payable quarterly from March 8th, 1890.
The State of Ohio, Union County ss.
Received this writ April 12th, A. D. 1902, at 5 o'clock P. M. and pursuant to its command on the 15th day of April A. D. 1902, I served the same by personally handing to Harriet L. Patch and by leaving at the usual place of residence of D. B. Patch, true and certified copies of this writ with all the indorsements thereon
Sheriffs Fees:- $1.67
S. F. Burnham, Sheriff.

8061
Entry

June 9th, 1902 the following Entry was filed, towit:-
Robert McCrory, Executor &c,
vs
Harriet L. Patch and D. B. Patch,
In the Court of Common Pleas, Union County, Ohio,

Now comes the plaintiff by his Attorney, and the defendants, bring in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, And the Court find that the defendants, Harriet L. Patch and D. B. Patch are indebted to the plaintiff as such Executor of the estate of John Crottinger, deceased, in the sum of One Hundred Dollars, with interest thereon from the 8th day of March, 1890, at the rate of 8 per cent per annum payable quarterly to the — day of June 1902,
It is therefore considered by the Court that the said plaintiff recover from the said defendants the sum of $227.88, with interest at the rate of 8 per cent per annum from the 8th day of June 1902, and his costs herein expended, and taxed at $ —.

Attest:
Chas Tenhorwood, Clerk.

7978
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 Hon. Duncan Dow, Judge of said Court of the January Term A. D. 1902,

Be it remembered that heretofore, towit, on August 31st, 1901 the following petition was filed with the Clerk of said Court, towit:-

The Newark Machine Company — Plaintiff.

7978 Petition

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

C. A. Forman, John Forman, The Huber Manufacturing Company, and Nichols & Shepard Company — Defendants.

Plaintiff is a corporation duly organized under the laws of the State of Ohio, Defendant, The Huber Manufacturing Company is a corporation duly organized under the laws of the State of Ohio,

First cause of action;- For its first cause of action herein plaintiff says that the defendant, C. A. Forman is indebted to the plaintiff on a certain promissory note of which the following is a copy;- Mt. Victory, O. Janry 1st, 1896.

($80.00) On or before the 1st day of Dec, 1897, for value received we one Imperial Straw Stacker, the undersigned, of Washington Township, County of Union, State of Ohio, promise to pay to the order of The Newark Machine Company of Newark Ohio, Eighty and no/100 Dollars, payable at Kenton National Bank, Kenton, Ohio, with interest at 6 per cent per annum from date until maturity, and interest at 8 per cent per annum after maturity until paid, And — consent and agree that after this obligation shall become due, the time of payment thereof may be extended from time to time by any one or more of us without the knowledge or consent of the other or others of us; and in case of such extension, we and each of us shall and will remain liable hereon, as if no such extension had been made, And — hereby authorize any Attorney at law to appear in any Court of Record in the United States, after this obligation becomes due, and waive the issuing and service of process and confess a judgment against — or either or any of us, in favor of the holder thereof, for the amount then appearing due, together with the costs of suit and thereupon release all error and waive all right of appeal and exemption, The express condition of the sale and purchase of the- for which this note is given is such that the title, ownership and possession does not pass from the said Newark Machine Company until this note, with interest, is paid in full; the said Newark Machine Company have full power to declare this note due and take possession of — at any time they may deem this note insecure even before the maturity of the same, C. A. Forman,

There are no credits or endorsements on said note,

There is due said plaintiff on said note the sum of $80.00, with 6 per cent interest per annum from the 1st day of January 1896, to the 1st day of December 1897, and 8 per cent per annum from the 1st day of December 1897, ——— Second cause of action:-

For its second cause of action herein plaintiff says that the defendant, C. A. Forman, is indebted to plaintiff on a certain promissory note of which the following is a copy:- Mt. Victory, O. Janry 1st, 1896.

($80.00) On or before the 1st day of December, 1898, for value received we One Imperial Straw Stacker, the undersigned of Washington Township County of Union, State of Ohio, promise to pay to the order of The Newark Machine Company of Newark, Ohio, Eighty and no/100 Dollars

payable at Kenton National Bank, Kenton, Ohio, with interest at 6 per cent per annum from date until maturity, and interest at 8 per cent per annum after maturity until paid, And - consent and agree that after this obligation shall become due the time of payment thereof may be extended from time to time by any one or more of us, without the knowledge or consent of the other or others of us, and in case of such extension, we and each of us shall and will remain liable hereon as if no such extension had been made, And - hereby authorize any Attorney at law to appear in any Court of Record in the United States, after this obligation becomes due and waive the issuing and service of process and confess judgment against - or either of us any of us, in favor of the holder thereof, for the amount then appearing due together with costs of suit and thereupon to release all errors and waive all right of appeal and exemption, The express condition of the sale and purchase of the - for which this note is given is such that the title, ownership and possession does not pass from the said Newark Machine Company until this note, with interest, is paid in full; the said Newark Machine Company have full power to declare this note due and take possession of said - at any time they may deem this note insecure, even before the maturity of the same,

C. A. Foreman,

There are no credits or endorsements on said note,

There is due said plaintiff on said note the sum of $80.00 with interest at the rate of 6 per cent. per annum from the 1st day of January, 1896, to the 1st day of December 1898, and interest at the rate of 8 per cent per annum from the 1st day of December 1898,

Third cause of action:-

For its third cause of action herein plaintiff says that the defendant, C. A. Foreman is indebted to the plaintiff on a certain promissory note of which the following is a copy:- March, 13th, 1896.

($142.61) On or before the 1st day of January, 1899, For value received we one Victor Clover Muller, No. 6249, the undersigned of Washington Township, County of Union, State of Ohio, promise to pay to the order of The Newark Machine Company, of Newark, Ohio, One Hundred and Forty-two and 6/100 Dollars, payable at Kenton National Bank, Kenton, Ohio, with interest at 8 per cent per annum from date until maturity, and interest at 8 per cent per annum after maturity until paid, And we consent and agree that after this obligation shall become due, the time of payment thereof may be extended from time to time by any one or more of us without the knowledge or consent of the other or others of us, and in case of such extension, we and either of us shall remain liable hereon as if no such extension had been made, And we hereby authorize any Attorney at law to appear in any court of Record in the United States, after this obligation becomes due, and waive the issuing and service of process, and confess a judgment against us or either of us or any of us, in favor of the holder hereof for the amount then appearing due, together with the costs of suit and thereupon to release all errors and waive all right of appeal and exemptions, The express conditions of the sale and purchase of the Victor Clover Muller No. 6249, for which this note is given is such that the title, ownership or possession does not pass from the said Newark Machine Company until this note with interest, is

paid in full; the said Newark Machine Company have full power to declare this note due and take possession of said Victor Clover Stuller, at any time they may deem this note insecure, even before the maturity of the same,
C. A. Forman,
There are no credits or endorsements on said note,
There is due said plaintiff on said note the sum of One Hundred and Forty-two and 61/100 Dollars ($142.61) with interest at the rate of 8 per cent per annum from the 13th day of March, 1896,
Fourth cause of action:- For its fourth cause of action herein plaintiff says, that the defendants, C. A. Forman and John Forman, are indebted to the plaintiff on a certain promissory note of which the following is a copy,
($233.00) March 19th, 1898,
On or before the first day of October, 1901, for value received we one — , the undersigned, of Washington Township, County of Union, State of Ohio, promise to pay to the order of The Machine Company of Newark, Ohio, Two Hundred and Thirty-three Dollars, payable at the Kenton National Bank, Kenton, Ohio, with interest at 8 per cent per annum after maturity until paid, And we consent and agree that after this obligation shall become due, the time of payment thereof may be extended from time to time, by any one or more of us, without the knowledge or consent of the other or others of us, and in case of such extension we and each of us shall and will remain liable hereon as if no such extension had been made, And we hereby authorize any Attorney at law to appear in any Court of Record in the United States, after this obligation becomes due and waive the issuing and service of summons and confess judgment against us or either or any of us, in favor of the holder thereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal, and exemption, The express condition of the sale and purchase of the- for which this note is given is such that the title, ownership and possession does not pass from the said The Newark Machine Company until this note, with interest is paid in full; the said Newark Machine Company have full power to declare this note due and take possession of said — at any time they may deem this note insecure, even before the maturity of the same, — C. A. Forman,
John Forman,
There are no credits or endorsements on said note,
The will be due said Plaintiff on Oct. 1st, 1901, on said note the sum of Two Hundred and Thirty-three Dollars with interest at the rate of 8 per cent per annum from the 19th day of March, 1898,
Fifth cause of action:-
For its fifth cause of action herein plaintiff says that on the 4th day of March, 1896, in order to secure the payment of the two promissory notes set forth in the first and second causes of action herein the defendant, C. A. Forman, executed and delivered to the plaintiff his chattel mortgage thereby conveying the following chattel property, towit:- One Victor Double Stuller Clover Machine, complete with stacker, seed cleaner and all fixtures with or belonging to the same; one truck wagon, whiffletrees and neckyoke; also one imperial straw stacker, The condition of the said mortgage was that if the said C. A. Forman, mortgagor, should well and truly pay said two notes set forth,

in the first and second causes of action herein and the interest thereon at maturity, then said mortgage should be void, otherwise to remain in full force, On the 5th day of March, 1897, plaintiff duly deposited said chattel mortgage with the Clerk of Washington Township, Union County, Ohio, where said C. A. Forman resided at the time of the execution of said mortgage, and where said property then was and still is, Said notes and interest thereon remaining wholly unpaid, plaintiff has duly refiled said mortgage in said office each year as required by law. The defendant, C. A. Forman has wholly failed to pay said notes and the conditions of the same have for said reason been broken,

Sixth cause of action:- For its sixth cause of action herein, plaintiff says that on the 19th day of March, 1898, in order to secure the payment of the two promissory notes set forth in the third and fourth causes of action herein, the defendant, C. A. Forman, executed and delivered to the plaintiff his chattel mortgage thereby conveying the following property, towit; One Victor Double Auller Clover Machine complete with stacker, seed cleaner, belts, and all fixtures with or belonging to the same, sign No. four, Numbered 6249, One truck wagon, whiffletree and neckyoke, One Feeder Separator, been in use three years, 33 cylinder X48, Separator and all fixtures thereto No. 447, One Huber Engine No. 2252, been in use one season 12 H. P. traction, One 1/2 R. Water-tank wagon, one sorrel mare 6 years old, One gray mare 4 years old, one black horse 10 years old, One bay horse 10 years old, one sorrel mare 16 years old, The condition of said mortgage was that if the said C. A. Forman, mortgagor, should well and truly pay said two notes set forth in the third and fourth causes of action herein and the interest thereon at maturity, then said mortgage should be void, otherwise, to remain in full force, On the 26th day of March, 1898, plaintiff duly deposited said chattel mortgage with the Clerk of Washington Township, Union County, Ohio where said C. A. Forman resided at the time of the execution of said mortgage, and where said property was and still is, Said notes and interest thereon remaining wholly unpaid plaintiff has duly refiled said mortgage in said office each year as required by law, The defendant, C. A. Forman has wholly failed to pay said notes set up in said mortgage and the conditions of the same has for said reason been broken. The defendants, The Huber Manufacturing Company and Nichols & Shepard Company claim some interest in said property and plaintiff asks that they be made parties herein and compelled to set up their interest if any they have, and in failure thereof that they be forever barred from as claiming the same,

Therefore plaintiff prays judgment against the defendant, C. A. Forman, in the sum of $302.61 with interest on $80. at the rate of 6 per cent per annum from the 1st day of January 1896, to the 1st day of December 1897, and interest at 8 per cent per annum from the 1st day of December, 1897; with interest on $80. at 6 per cent per annum from the 1st day of January, 1896 to the 1st day of December 1898, and interest at 8 per cent per annum from the 1st day of December 1898; and with interest on $142.61 at 8 per cent per annum from the 13th day of March, 1896; and against said defendants C. A. Forman and John Forman in the sum of $233.00 with interest at the rate of 8 per cent per annum from the 19th day of March, 1898,

7978 Summons

when said note described in the fourth cause of action herein shall become due, and also that on failure to pay said judgments or any of them, the property set out in the fifth and sixth causes of action herein may be sold and the proceds applied in payment of plaintiffs claim, and for proper relief.

Johnson & Johnson, Attys for Plaintiff.

State of Ohio, Hardin County ss,

Kent P. Johnson, being first duly sworn makes oath and says that he is one of the Attorneys of record herein, duly authorized in the premises, that the plaintiff, The Newark Machine Company, is a corporation and for that reason does not make this affidavit; that the facts stated and allegations in the foregoing pleading contained are true as he verily believes,

Kent P. Johnson,

Sworn to before me and subscribed in my presence this 31st day of August, 1901, (Seal)

Carl M. Bowman, Notary Public
Hardin County, Ohio,

To the Clerk:-

Issue summons to the Sheriff of Union County for the defendants C. A. Forman, and John Forman, Indorse Summons to C. A. Forman "Amount claimed $535.61, with interest and equity relief." Indorse summons to John Forman, "Amount claimed $333.00 with interest and equity relief," Issue summons to Sheriff of Marion County for defendant, The Huber Manufacturing Company.

Johnson & Johnson, Attys for Plaintiff.

7978 Summons

August 31st. 1901, the following Summons was issued:-
The State of Ohio, Union County ss. — To the Sheriff of Marion County:-
You are hereby commanded to notify the Huber Manufacturing Company that they have been sued by The Newark Machine Company in the Court of Common Pleas of Union County, and must answer by the 28th day of September A. D, 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 9th day of September A.D, 1901,
Witness my hand and the seal of said Court this 31st day of Aug 1901,

Chas Tenhorwood, Clerk.
By Minnie Tenhorwood, Deputy.

Endorsements:-
In action for foreclosure of Mortgage,
Sheriff's Return:- Received this writ Sept. 2nd. A.D. 1901, at 8:30 o'clock A. M. and served same by leaving a copy of the same with Edward Durphy personally, he being the Secretary of The Huber Company.
Sheriff's Fees:- 98 cts,

John Battenfield, Sheriff.

7978 Summons

August 31st, 1901, the following Summons was issued:-
The State of Ohio, Union County ss — To the Sheriff of Union County:-
You are hereby commanded to notify John Forman that he has been sued by The Newark Machine Company in the Court of Common Pleas of Union County, and must answer by the 28th of Sept. A.D, 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 9th day of September A.D. 1901,

Witness my hand and the seal of said Court this 31st day of Aug. A.D. 1901.
Chas Teuhorwood, Clerk.
By Minnie Teuhorwood, Deputy.

Endorsements:-
In action for Money, Foreclosure of Mortgage, amount claimed $233.00 with interest and equity relief.
Sheriff's Return:- Received this writ Aug. 31st, A.D. 1901, at 4 o'clock P.M. and served same by leaving at the usual place of residence of John Forman, a true and certified copy of this writ with all the endorsements thereon, Sept. 3rd, 1901.
Sheriff's Fees:- $4.22
S. F. Burnham, Sheriff.

7978 Summons

Aug. 31st, 1901, the following Summons was issued:-
The State of Ohio, Union County ss — To the Sheriff of Union County:-
You are hereby commanded to notify C. A. Forman that he has been sued by The Newark Machine Company in the Court of Common Pleas of Union County and must answer by the 28th day of September A.D. 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.
You will make due return of this summons on the 9th day of Sept. A.D. 1901.
Witness my hand and the seal of said Court this 31st day of Aug. A.D. 1901.
Chas Teuhorwood, Clerk.
By Minnie Teuhorwood, Deputy.

Endorsements:-
In action for Money, Foreclosure of Mortgage, Amount claimed $535.61 with interest and equity relief.
Sheriff's Return:- Received this writ Aug. 31st A.D. 1901, at 4 o'clock P.M. and served same by leaving at the usual place of residence of C. A. Forman, a true and certified copy of this writ with all the endorsements thereon, Sept. 3rd 1901.
Sheriff's Fees:- $4.38
S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

7978 Entry

Sept. 30th, 1901, the following Entry was filed:-
The Newark Machine Company,
Vs,
C. A. Forman et. al,
Court of Common Pleas of Union County, Ohio,
Sept. 30th, 1901,
This day on motion to the Court leave was granted The Huber Manufacturing Company to file answer herein in ten days.

7978 Answer and Cross Petition

October 8th, 1901, the following Answer and Cross-Petition was filed:-
The Newark Machine Company-Plaintiff,
Vs,
C. A. Forman et. al — Defendants,
In the Court of Common Pleas of Union County, Ohio,
First ground of defense:-
And now comes The Huber Manufacturing Company, a defendant herein, and for answer to the petition herein filed, says that it admits the allegation that said plaintiff is a Corporation organized under the laws of the State of Ohio; that it admits that this answering defendant is a Corporation, organized under the laws of the State of Ohio; and that it admits the allegation that it claims an interest in the chattel property sought to be sold in this action, the nature of which interest is hereinafter set forth. But this defendant denies each and every other allegation in the petition set

forth in so far as the same affects the chattel property hereinafter described,
Second ground of defense:- By way of further answer, and cross-petition, this answering defendant says, that on the 5th day of August, 1897, the said defendant C.A. Forman, and one Mary J. Forman, made and delivered to this answering defendant, their two certain joint and several promisory notes of that day, numbered respectively 16423 and 16424, each for the sum of $233.00, and due, respectively, November 1st, 1898, and November 1st, 1899, and each bearing interest at 6 per cent per annum from date, payable annually until due, and 8 per cent after maturity upon principal and upon due and unpaid interest; that said note No. 16423, has been reduced to payment as hereinafter set forth; and that said note No. 16424, is now due, with interest as aforesaid, and wholly unpaid.
This answering defendant further says; that on the 14th day of January, 1899, by the consideration of the Court of Common Pleas of Marion County, Ohio, at its January Term, it recovered a judgment against the said defendant, C.A. Forman, and said Mary J. Forman, on the promisory note No. 16423, aforesaid, for the sum of $154.50, with interest at 8% from the date last aforesaid, and its costs of suit, taxed at $ $10.50, and that said judgment is still in full force, and wholly unpaid,
This defendant further says that on the 5th day of August, 1897, in order to secure the payment of the promissory notes aforesaid, the said C.A. Forman, defendant, and the said Mary J. Forman, duly executed and delivered to this answering defendant their joint chattel mortgage, thereby conveying the following chattel property, to-wit:-

1. One 13 H.P. Kuhn Loco. #2252, and all fixtures belonging to the same,
2. One half round water tank on trucks,
3. One three year old dark bay horse,
4. One sorrel mare 5 years old,
5. One gray mare 8 years old,
6. One black horse 9 years old,
7. One bay horse 9 years old, and
8. One sorrel mare 15 years old,

This defendant says that in the month of March, 1899, it released from the lien of said mortgage the 3rd and 4th items of chattel property mentioned in the foregoing list, Said mortgage was conditioned that if the said C.A. Forman and Mary J. Forman should pay unto this answering defendant, its successors and assigns, the notes aforesaid, with interest, when due, then said mortgage was to be void, otherwise to remain in full force, And this defendant further says that on the 26th day of October, 1897, it caused said mortgage to be deposited with the Clerk of Washington Township, Union County, Ohio, where the said C.A. Forman, and Mary J. Forman, resided at the time of the execution of the said mortgage, and where said chattel property then was and still is. Said notes and interest thereon remaining wholly unpaid, this defendant has refiled said chattel mortgage with said Clerk annually, since its execution, pursuant to law, and the same is a subsisting lien on said property.
And this defendant says that no part of said indebtedness, on either said judgment or said note, has yet been paid, and that said condition having been broken, said mortgage has become absolute,
Wherefore this answering defendant prays a decree in foreclosure of his said mortgage, that said property may be sold, and the proceeds of sale thereof applied first, to the payment of this defendants said judgment and note as aforesaid stated, and his costs of suit.

James McCampbell, Atty for The Kuhn Mfg Co-defendant.

The State of Ohio, Marion County ss.
S. E. Barlow, being duly sworn says, he is the Treasurer of the said, The Huber Manufacturing Company, a Corporation, and that the facts stated in the foregoing pleading are, as he believes true,

S. E. Barlow,

Sworn to and subscribed before me this 30th day of September, A.D. 1901.

J. R. Curtis, Notary Public.
Marion County, Ohio.

—(Seal)—

7978 Entry

January 22nd, 1902, the following Entry was filed;-

The Newark Machine Company, Plaintiff.
Vs.
C. A. Forman, John Forman, The Huber Manufacturing Company, and Nichols & Shepard Company — Defendants,

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

Now comes the said plaintiff by his Attorney and the defendants, C. A. Forman and John Forman, being in default for answer or demurrer the Court finds the allegations in the petition are as to said defendants confessed by them to be true, and that the defendant, C. A. Forman, is indebted to the plaintiff in the sum of $438.04, on the first three causes of action in said petition set forth; and the Court further finds that the said note set out in the fourth cause of action is now due and that the defendants, C. A. Forman are indebted to the plaintiff on the same in the sum of $303.36. And the Court further find that in order to secure the payment of said promissory notes described in the first and second cause of action in the petition the defendant, C. A. Forman, executed and delivered to said plaintiff his chattel mortgage set out in the fifth cause of action and upon the property described in the petition in said fifth cause of action; and that said chattel mortgage was by the plaintiff on the 5th day of March, 1897, duly filed with the Clerk of Washington Township of Union County, Ohio, where said C. A. Forman resided at the time of the execution of said mortgage, and that said mortgage has been continuously refiled since its said execution and filing as required by law, and from that date became a lien upon said property, and is now a valid and subsisting lien on said property, and that said plaintiff is entitled by reason of the non-payment of said notes to have the said chattel mortgage foreclosed, and the said property sold. And the Court further find that in order to secure the payment of said promissory notes described in the third and fourth causes of action the said defendant, C. A. Forman, executed and delivered to said plaintiff his chattel mortgage upon the property described in the sixth cause of action of the petition, and the said chattel mortgage was by the plaintiff on the 26th day of March, A.D. 1898, duly filed with the Clerk of Washington Township, Union County, Ohio, where said C. A. Forman resided at the time of the execution of said mortgage, and said mortgage has been continuously refiled since its filing as required by law, and from the date of said filing became a lien on said property and is now a valid and subsisting lien on said property and that the plaintiff is entitled by reason of the non-payment of said notes to have the said chattel mortgage foreclosed and said property sold,

It is therfor considerd by the Court that the said plaintiff recover from the said defendant, C.A. Forman, the said sum of $438.04 so as aforsaid found due and it is further considerd by the Court, that said plaintiff recover from the said defendants, C.A. Forman and John Forman, the said sum of $303,36 so as aforsaid found due, both said judgments to draw interest at 8% from the 1st day of this term of Court; and it is further ordred, adjudgd and decred that unless the defendant, C.A. Forman, shall pay to said plaintiff the sum of $229.36, with interest from the first day of this term, within ten days from the date of this entry, that the said property described in the said fifth cause of action, and upon which said mortgage set forth in said fifth cause of action is a lien, be sold according to law by the Sheriff, and that the procends derived from such sale be applied to the payment of said sum; and it is further ordred that unless the defendant, C.A. Forman shall pay to said plaintiff the sum of $308.78 with interest from the first day of this term, within ten days from this date, and that unless the defendants, C.A. Forman and John Forman shall pay to said plaintiff the sum of $303,36 with interest from the first day of this term within ten days from the date of this entry, that the said property described in said sixth cause of action, upon which said mortgage set forth in said sixth cause of action is a lien, be sold according to law by the Sheriff, and that the procends derived from such sale be applied to the payment of the sums so as aforsaid found due,

And the Court further find that the defendant, The Huber Manufacturing Company, is a Corporation, organizd under the laws of Ohio, as allegd; that there is due to the said Corporation from the defendants, C.A. Forman and Mary J. Forman, on the judgment set up in its Answer and Cross Petition, the sum of $154[80], with interest at 8 per cent per annum from the 14th day of January A.D. 1899, and that there is due to the said Corporation from said C.A. Forman and Mary J. Forman, on the promissory note No. 16434, so called and described in said cross-petition, the sum of $365[53] including interest to maturity, as stipulated therein, with interest on the sum last aforsaid at eight per cent per annum from the 1st day of November, A.D. 1899, The Court further find that to secure the payment of the two notes aforsaid, the said C.A. Forman, and Mary J. Forman, executed and delivered to the said, The Huber Manufacturing Company, their certain chattel mortgage, as in said cross-petition allegd, and on the chattel property therein described, and that the same is a valid and subsisting first lien on the chattel property last aforsaid, And the Court find that the said, The Huber Manufacturing Company is entitled to have the chattel property, in its said mortgage described sold to pay the amounts so as aforsaid found due it,

It is therfore, ordred, adjudgd and decred by the Court, that said mortgage be foreclosed, and that unless said C.A. Forman, and Mary J. Forman shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case, and to the said The Huber Manufacturing Company the sums, with interest, found due it as aforsaid, in the order of priority aforsaid, the chattel property aforsaid shall be sold by the Sheriff of this County as upon execution and that an order issue for that purpose, and cause continued.

Attest: Chas. Trithorwood, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court of the Term of March, A. D, 1902,

Be it remembered that heretofore, towit, on Feb. 1st. 1902, the following petition was filed with the Clerk of said Court, towit:-

The Incorporated Village of Marysville, Ohio — Plaintiff.

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

8028 Petition The Cleveland, Cincinnati, Chicago & St. Louis Railway Company - Defendant.

The plaintiff aforesaid says it is an incorporated Village in the County of Union and State of Ohio, That the defendant at the times hereinafter mentioned was a railroad Company duly incorporated, and it owned, managed and controled, The Cleveland, Cincinnati, Chicago & St. Louis Railway, which is constructed through said Village and County, and conducted a general railway business thereon by carrying passengers and freight over said line by trains night and day, That said Railway within said Village crosses the following Streets of said Village among others, viz:- Maple Street, The London Road, Plum Strat, Chestnut Strat, Oak Street, and The New California and Marysville gravel road, all of which are public highways in said Village for the use of the public travel, and said crossings are all within said Village Corporation,

That on the 4th day of June, 1896, the Village Council of said Village duly enacted its Village ordinance, providing that said Council deemed it necessary to have said crossings of said Streets and roads where the said railroad crosses them, lighted, and in said ordinance it was provided the manner in which said lighting should be done, the Style of lamps, posts, electric lights and fixtures to be used and the time such lighting should be provided, according to law, viz; that one electric arc light of 2,000 candle Power should be placed at each of said crossings of the style and with the poles and fixtures the same as are the arc lights, then and now erected and used in lighting the streets of said Village, to be erected along the line of said railroad at said crossings and to be kept lighted the same hours as are the arc lights required by said Village for lighting its streets, viz:- From dark in the evening until one o'clock in the morning each twenty-four hours and according to the moonlight schedule and upon all cloudy nights the hour of one o'clock A. M. and which ordinance provided also, that said defendant should do said lighting on or before the 10th day of July, 1896, of which Plaintiff should notify defendant more than 20 days before said 10th day of July 1896 by delivering defendant a copy of said ordinance; and in said ordinance it was further provided that in case the defendant failed to do said lighting as required in said ordinance by the time therein required, that Plaintiff would thereafter do said lighting at defendant's expense to be collected according to law, Said ordinance was also duly published, and on or about the 16th day of June, 1896 the Plaintiff gave notice to said defendant of all of said proceedings by delivering to it at its chief office at Springfield, Ohio, a full and true copy of said ordinance as required by law, And the defendant hath ever since neglected and refused to do said lighting or any part thereof, or in any manner light either of said crossings, and after waiting on defendant until July 31st. 1896, to do said lighting or take some steps to do the same, the Plaintiff on said 31st day of July, 1896, entered into a contract with the water and light Company

in said Village, which was and is an Incorporated Company and having a contract with said Village to light its streets, which contract provided said Company would light said crossings in the manner aforesaid and as provided in said ordinance for and in consideration of the sum paid by plaintiff to said Water and Light Company for other lights in said Village, viz; the sum of Seventy-seven and 50/100 Dollars per annum for each light payable, one fourth at the end of each three months from the commencement of the lighting under said contract, towit:- the 31st day of July, 1896, and in pursuance of said contract, said Water and Light Company has lighted said crossings according to said contract ever since July 31st. 1896, for which plaintiff became liable to pay said Light and Water Company said sum quarterly.

That defendant having still refused to light said crossings or to pay for the same the plaintiff duly enacted an other ordinance on the 14th day of December, 1896, which was duly published and which provides the means by which said expense should be assessed and collected and payment enforced according to law, viz; it was therein ordained that said defendant is required to pay said Village said expense of said lighting at the rate of Seventy Seven & 50/100 Dollars per annum per light, for each of said six arc lights, payable one fourth each three months from July 31st. 1896, and that said sums at the end of each three months shall become due from said defendant to the plaintiff and become a lien, and is made a lien to be enforced as any other lien upon all the real estate of the defendant, or leasehold interest, situate or being in said County of Union, and by any means provided by law and by sections 2498 & 2499 of the Revised Statutes of Ohio; whereby said expense became and is a lien on all the real estate, rights of way, iron rails, side tracks, depot grounds and buildings and other property used and occupied and owned by the defendant within said County of Union. That afterwards on the 18th of March, 1897, the defendant still refused to do said lighting or pay said expense, and the plaintiff brought suit in this Court against the defendant for the sums due on said contract, Oct. 31st. 1896 and January 31st. 1897, for which judgment was rendered in this Court, from which the defendant appealed to the Circuit Court of this County, and there judgment was again rendered against said defendant for the two installments aforesaid, and which judgment has been paid by the defendant. That afterwards, the defendant still refusing to do said lighting or pay any part of the expense of the same, the plaintiff brought its other action in this Court against the defendant for the installments of said expense due April 30th, 1897, July 31st. 1897, and October 31st. 1897, and which action is still pending in this Court. The defendant has, ever since the passage of said ordinances, neglected and refused to do any part of said lighting or pay any part of the expense of the same (except the judgment aforesaid) and the plaintiff from the 31st day of October, 1897, continued to light all of said crossings according to said contract, until the 27th day of June 1899, since when by mutual consent of the plaintiff and defendant the crossing at the New California Road has not been lighted, but the plaintiff has lighted all the other crossings mentioned in said ordinance and in the manner therein provided and has paid the expense thereof as provided in said contract, That by reason of the premises the following installments of money became due and payable from the defendant to the plaintiff and at the times and in the amounts following, towit:- There became due January 31st, 1898, the sum of $116.25; April 30th, 1898 $116.25; July 31st. 1898, $116.25; October 31st. 1898, $116.25, January 31st. 1899, $116.25,

April 30th, 1899, $116.25; July 31st. 1899, $109.15, October 31st. 1899, $96.87, January 31st. 1900, $96.87, April 30th, 1900, $96.87, July 30th, 1900, $96.87, October 31st. 1900, $96.87, January 31st. 1901, $96.87, April 30th, 1901, $96.87, October 31st. 1901, $96.87, July 31st. 1901, $96.87, and January 31st. 1902, $96.87. All of which said several sums with the interest upon each sum from the time it became due, became, and is a lien upon the property of the defendant as aforesaid, but the defendant doth refuse to pay and hath not paid the same or any part thereof. But the said plaintiff hath paid all of said several sums of money as they severally became due, to the Light and Water Company aforesaid under and by virtue of the terms of said contract. Therefor the plaintiff prays judgment against the defendant for said sums of money with the interest thereon from the time of its coming due, towit: $116.25 with interest from the 31st day of January, 1899, $116.25 with interest from April 30th, 1899, $116.25 with interest from the 31st day of July, 1899, $116.25 with interest from the 31st day of October, 1899, $116.25 with interest from the 31st day of January, 1899, $116.25 with interest from the 30th day of April, 1899, $109.15 with interest from the 31st day of July, 1899, $96.87 with interest from the 31st day of October, 1899, $96.87 with interest from the 31st day of January, 1900, $96.87 with interest from the 30th day of April, 1900, $96.87 with interest from the 31st day of July, 1900, $96.87 with interest from the 31st day of October, 1900, $96.87 with interest from the 31st day of January, 1901, $96.87 with interest from the 30th day of April, 1901, $96.87 with interest from the 31st day of July, 1901, $96.87 with interest from the 31st day of October, 1901, and $96.87 with interest from the 31st day of January 1902; and that said lien may be enforced and all of said property of the defendant or so much as may be necessary may by order of the Court be sold to pay the sums which may be found due by reason of the premises, and for all such other relief as the nature of the case may require, and to the Court seems just,

Robinson & Woodburn and J. L. Cameron, Attys for Plff.

The State of Ohio, Union County ss,

J. L. Cameron, being first duly sworn says that he is one of the Attorneys for the plaintiff duly authorized in the premises, and that the plaintiff is a municipal corporation, and that the affiant believes the allegations made in the foregoing petition to be true,

J. L. Cameron

Sworn to before me and signed in my presence this 1st, day of February, 1902,

(Seal) Chas Penhorwood, Clerk.

To the Clerk:-

Issue summons for the defendant, The Cleveland, Cincinnati, Chicago, and St. Louis, Railway Company, returnable accordingly to law, Indorse amount claimed $3200,00 also enforcement of lien and other equitable relief.

Robinson & Woodburn and J. L. Cameron, Attys for Plff.

8028 Summons

February 1st. 1902, the following summons was issued:-

The State of Ohio, Union County ss — To the Sheriff of Union County:-

You are hereby commanded to Notify The Cleveland, Cincinnati, Chicago & St. Louis Railway Company that it has been sued by the Incorporated Village of Marysville, Ohio, in the Court of Common Pleas of Union County and must answer by the 8th day of March, A. D, 1902, or the 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 February, A.D, 1902, Witness my hand and the seal of said Court, this 1st day of February, A.D. 1902, — Chas Penhorwood, Clerk.

8028 Motion

8028 Demurrer

8028 Entry

Endorsements:- Ins action for money, enforcement of lien and equitable relief.
Sheriff's Return:- Received this writ Feby 1st, A.D, 1902, at 10 o'clock, A. M, and served same Feb. 1st. 1902, by personally handing to G.H. Carter, Ticket Agent of the within named defendant R.R. Co, who has charge of the ticket office of said Company in said County, The Defendant having no residence or place of business in said County, The principal business office of said Company not being kept in said County, Sheriff's Fees $.86
S.F. Burnham, Sheriff.

8028 Motion

On March, 10th, 1902, the following motion was filed:-
The Incorporated Village of Marysville, Ohio, Plaintiff.
against
Court of Common Pleas, Union County, Ohio.
The Cleveland, Cincinnati, Chicago & St. Louis Railway Company- Defendant.

The defendant moves the Court to order stricken from said petition of plaintiff that part of the same found on page 3 of said petition, commencing with the words" That afterward on the 18th day of March, 1897" on the 14th line of said page counting from the top of said page, and continuing on down to and including the words," and which action is still pending in this Court" on the 26th line of said page. And also order stricken from said petition the following words on the 29th line of said page, towit," except the judgment aforesaid" for the reason that said words are irrelevant, redundant, and improper, and only tend to prejudice the case against the defendant.
Porter & Porter, Attys for Defendant.

8028 Demurrer

On March, 17th, 1902, the following Demurrer was filed:-
The Village of Marysville — Plaintiff.
Vs.
Court of Common Pleas, Union County, Ohio.
The Cleveland, Cincinnati & St. Louis Railway Co- Defendant.

The defendant demurs to the plaintiff's petition in this cause, and for grounds of demurrer says that said petition does not state facts sufficient to constitute a cause of action against the defendant.
Dye, Hackney, and Porter & Porter Attys for Def't.

8028 Entry

March, 17th, 1902, the following Entry was filed,-
The Village of Marysville, Ohio.
Vs.
Court of Common Pleas, Union County, Ohio.
The Cleveland, Cincinnati, Chicago & St. Louis Railway Co.

This day this cause came on to be heard upon the motion of defendant for leave to file a motion to strike from plaintiff's petition certain matter therein stated, described and designated in said motion, and also the motion of plaintiff to have said motion of defendant stricken from the files, and the Court being advised in the premises do sustain said motion of the defendant, and further sustains the motion of defendant on its merits and order said matter stricken from said petition; and overrules the motion of plaintiff to order defendant's motion stricken from the files, to which ruling plaintiff excepts.
And further the Court grants leave to defendant to file a general demurrer to plaintiffs petition instanter, which demurrer the defendant filed, and the Court overruled the same, to which ruling of the Court on said demurrer the defendant excepts.
And thereupon the defendant asked and obtained leave to file answer to plaintiff's petition by tomorrow morning, March 18th, 1902,

8028 Demurrer

March, 29 th, 1902, the following Demurrer was filed:-
The Village of Marysville, Ohio, Plaintiff,
vs. Court of Common Pleas of Union County, Ohio.
The Cleveland, Cincinnati, Chicago & St. Louis Railway Company- Defendant.

Now comes the plaintiff and demurs to the fifth defense set up in the answer of the defendant, and for grounds of demurrer says, that facts sufficient to constitute a defense to the petition are not in said fifth ground of defense contained.
The plaintiff demurs to the sixth ground of defense set up in the answer, and for grounds of demurrer says, that facts sufficient to constitute a defense to the petition are not in the said sixth ground of defense contained.
The plaintiff demurs to the seventh ground of defense set up in the answer, and for grounds of demurrer says, that facts sufficient to constitute a defense to the petition are not in the said seventh ground of defense contained,
The plaintiff demurs to the eighth ground of defense set up in the answer and for grounds of demurrer says, that facts sufficient to constitute a defense to the petition are not in the said eighth ground of defense contained. — J. F. Cameron and Robinson & Woodburn, Attys for Plaintiff.

8028 Entry

April, 7th, 1902, the following Entry was filed:-
The Village of Marysville,
vs.
The C. C. C. & St. L. Ry Co,

This day leave is granted to defendant to amend its answer filed herein, instanter, and to amend the same by adding additional grounds of defense to the same by attaching said grounds to original answer.

8028 Answer

March, 18th, 1902, the following Answer was filed, amended and refiled Apr 7th, 1902.
The Village of Marysville, Ohio. State of Ohio, Union County ss.
vs. In the Court of Common Pleas.
The Cleveland, Cincinnati, Chicago & St. Louis Railway Company,

The defendant, The Cleveland, Cincinnati, Chicago, and St. Louis Railway Company, answering the petition of plaintiff herein, admits that said plaintiff is a municipal corporation under the laws of the State of Ohio; it further admits that said defendant is a corporation organized and subsisting under the laws of said State and operating a line of railway through said Village, and further that electric arc lamps and lights have been maintained over the track of this defendant in said Village at the points named in said petition. Further than as herein admitted the defendant is not advised as to the material facts alleged in the petition and therefore denies that the same are true.
Second Defense:- Further answering the petition the defendant says, the pretended assessing ordinance of the plaintiff is invalid for the reasons and causes.
1. The defendant was not notified of the purpose of the plaintiff, or of the time or the place of the passage, and was not present or represented at the passage thereof, and defendant was therein denied due course of law under the constitution of Ohio, and due process of law under the Constitution of the United States,

2, The pretended assessing ordinance assumes the exercise of judicial functions, but was enacted by the legislative department of said Village, which department possesses no judicial power.
3, No previous valid ordinance had been passed requiring the defendant to maintain the lights, for the cost of which the plaintiff sues.
4, No previous ordinance or other valid action was taken by the Council of the Village of Marysville to erect and maintain the lights by and through the authority of the Village as in discharge of any duty resting upon the defendant.
5, No valid and sufficient notice was given to the defendant of the previous passage of any ordinance requiring it to erect and maintain said lights.
6, No notice whatever was given this defendant of the time place, or intention to pass the pretended ordinance requiring the defendant to erect and maintain the lights at the crossings named, and the defendant was not present and was not represented at the meetings of the plaintiff's council at which said pretended ordinance was passed, and the said proceedings do not find that the defendant was present when the same were had.
7, The amount assessed is excessive, and, therefore, invalid.
8, No action was had by the Council of said Village prior to the passage of said pretended assessing ordinance directing the manner in which the expense of said pretended lighting should be assessed and collected.
9, That a railway under an ownership and managment different from that of this defendant is, and during the periods mentioned in the petition was run and operated through said Village, that as between this defendant and the Company so operating said other railway through said Village this plaintiff unjustly, unreasonably and illegally discriminated in this, that like lights and for like periods with those charged against this defendant, said Village charged and collected from such other Company a materially less sum per light annually, as defendant is informed and believes, towit; Seventeen and 50/100 Dollars, and charged to and seeks to enforce against this Company said sum in excess of the rate and sum so charged to, collected from and paid by such other Company, Therefore the defendant says the sum charged and sought to be enforced against the defendant is invalid,
Third Defense:- The defendant says that to maintain six electric lights at the crossings of the streets named in the petition upon the expenditure of the sum charged therefor, and to charge and enforce said costs thereof against the property of the defendant is taking a sum annually of more than three hundred dollars ($300.00) of defendant's property without just compensation and without due process of law, in this, that a more efficient, safe and practical lighting of the crossings of such streets and said Railway, both for the public and for the operating of trains, can be and would have been from January 31st, 1898, to January 31st, 1902, supplied by incandescent electric lights, or by oil or gas lamps at a cost to the defendant not to exceed for said several lights, the sum of One Hundred Dollars ($100.00) per annum, and therefore the pretended ordinance requiring the defendant to light said crossings with arc lights, and the ordinance assessing the cost of such lighting against the defendant were and are an unreasonable exercise of the power to require lighting of tracks, and are unconstitutional.
Fourth Defense:- The defendant for fourth and further answers to the petition says:- That the ordinance of June 4th, 1896, referred to in the

petition is unreasonable in this: that it requires the defendant to maintain six electric arc lights at the crossings of streets in the Village of Marysville at an expense of Seventy-seven and 50/100 Dollars ($77.50) per year for each light; requiring said lights to be each of two thousand candle power; whereas an incandescent electric light, an oil or vapor light sufficient to amply protect the Public in the use of any of said crossings could be and could have been during the period of lighting said for, furnished for a very much less sum, towit: Twenty per centum (20%) of said sum, and said ordinance, therefor, exposes this defendant arbitrarily to a large and unnecessary expense not required by the Public safety, necessity or convenience; that the alleged ordinance of June 4th, 1896, is unreasonable in that it requires and required defendant to maintain expensive electric lights during hours and at times when no trains or cars are being operated over any of the tracks of the defendant in said Village, and such lights are not during such times required for the protection of the Public from collisions with trains or cars and they are not conducive to the Public convenience, safety or welfare,

2. The defendant says that between the several streets named in the pretended ordinance of June 4th, 1896, and along the line of the defendant's railway in said Village of Marysville, there are numerous switch stands and targets necessary in the operation of said Railway in shifting cars in making up trains, taking on and leaving off cars of trains in and out of said Village, and in the meeting and passing of trains within said Village; that such switch targets, during the night time, are maintained with lamps of various colors to enable train men to know whether a switch is open or closed before running a train upon the same; that such lights are employed by all well managed railways throughout the United States and are indispensable to the proper management and operation of railways and railway trains in the night time; that in approaching any such switch lights, if an electric arc light intervenes, the effect of such arc light is to obscure the switch lights and confuse the train men as to the color and location of such switch lights, thereby impairing the use of such switch lights and greatly increasing the hazards of operating trains and imperiling the lives and properties of persons upon such trains; that the locomotive headlight in the absence of an electric arc light at the railway crossing, is a most efficient means of of warning travelers of the approach of a train to a street crossing; that it is in general use by the best managed railways throughout the United States and is recognized as the best appliance for such use; that an electric arc light upon or very near the track of a railway casts an intensely brilliant light on either side of the lamp for many feet and immediately below the lamp there is a dull, black shadow; that the locomotive headlight cannot pierce said brilliant light from the arc light so as to light said dark shadow and to enable train men to see objects within said shadow and the said brilliancy of the arc light so affects the eyes of train men approaching it that they cannot see persons or objects upon the crossing, and by reason thereof the hazards of operating trains in the night time are greatly increased both to Railway employes, the traveling Public and persons crossing upon the streets, and the defendant says that such lighting is not contemplated by law and is unauthorized.

3. The defendant further answering says, that under the police power of the State of Ohio, and of the Village of Marysville, said Village is limited, in the matter of lighting the crossings of streets and railways, at the cost and expense of the railway, both as to the degree of the lights and the time they shall be maintained, to that which may be reasonably necessary for the protection of persons and property upon and passing over such crossings; that the lighting with electric arc lights of the six streets named in the petition in the manner and during the times required by and under the pretended ordinances and rules of said Village is largely in excess of any reasonable necessity of the public, whether using the crossings upon the streets or upon the railway; that to light the crossings named in the petition for one hour in any night, so dividing said time as to cover the periods when trains or cars were and are in motion in said Village would provide a light for such time as would render every proper protection to the public which the law was designed to afford; that at the time of the passage of said ordinance of June 4th, 1896, and at all times since it has been entirely practical to connect said six lamps with a switch with which the Company could turn on and off said lights and keep them burning only while trains were moving within said Village, that the lamps and lights required by said ordinance, if kept burning only during the movement of trains and cars within said Village could have been supplied for a sum not to exceed from one half to two thirds of the cost of maintaining them during the time required by said ordinance; that an incandescent electric light for each of said crossings, managed by a switch as described above, would have been much less expensive even than the arc light for the less time and it would have afforded a better protection to train men because of its less brilliancy and its less impairment of vision, and it would have amply lighted the tracks for the protection of persons upon the streets,

4. That the requirement of said ordinance is unreasonable and unjust, and, therefore, invalid, as in the exercise of the police power, in that the excess in degree and in the time of lighting said crossings thereunder has been at all times appropriated and taken advantage of by said Village in the general system of lighting its streets; that it so arranged its other street lights that the radiation of light from the lamps maintained as a charge against the defendant (at the six crossings named in the petition) did not cover the spaces lighted by such other street lights, and are lights were required to be maintained by the defendant at the six crossings named in the petition instead of other kinds of lights, for the purpose, and with the intention of profiting by the use of such lights in lighting the streets great distances outside of the defendant's right of way; that if plaintiff is permitted to recover, it should be limited to the proportion of such lighting applied to defendant's tracks,

5. The defendant says that it pays and has paid, during the time covered by the ordinance set forth, its full share of the municipal taxes for lighting the streets of said Village, and shows that said ordinance was enacted without any necessity so far as the safety of the public crossing said streets or its railroad track is concerned, and is wholly without the scope of the police power of said Village, and of the State of Ohio, and that the purpose, object and effect of said ordinance was and is to compel this defendant after having paid its full share of the taxes of said Village, and borne its burden of lighting a portion of the territory of said Village which is not necessary to be lighted in order to protect the persons traveling on said streets from collision with the trains of the defendant, to bear burdens greater than are imposed upon

other Property Holders and tax-payers of said Village, and that said ordinance therefore denies to this defendant the equal protection of the laws,

Fifth Defense:-

1. For further defense the defendant says that the Statute, R.S. Sections 2494, 2495, 2496, 2497, 2498, and 2499, under which the plaintiff assumes authority for the passage and enforcement of the ordinances alleged in the petition, so far as it may authorize such ordinances, is unconstitutional by reason of its repugnance to section 19 of the Bill of Rights of the Constitution of the State of Ohio, and said ordinances are, therefore, unconstitutional and void,

2, Said section 2498, is unconstitutional and void in failing to provide for notice and hearing to persons and corporations by said section authorized to be charged with a debt and a lien attached to their property,

3, Said section 2498 is unconstitutional and invalid in that it denies to the railway Companies and to this defendant the equal protection of the laws in this, that it permits the ex parte act of the municipality, the assessing ordinance, to stand as evidence of an indebtedness and a lien in favor of the municipality and against such Company and its Property, and thereby casts upon the Company the unequal and unjust burden of proving its non-liability, that such burden is not required to be borne by other debtors of municipalities, and it is an unjust and arbitrary discrimination,

Sixth Defense:- For further defense, the defendant says that the pretended ordinances alleged in the petition are severally repugnant to section 19 of the Bill of Rights of the Constitution of the State of Ohio, and, are therefore, void and of no force,

Seventh Defense:- The defendant further answering the petition says, that the act under which the ordinances mentioned in the petition are sought to be authorized R.S. Sections 2494, 2495, 2496, 2497, 2498 and 2499, is in its entirety and in its entirety and in each section thereof, unconstitutional and invalid, in that it severally infringes section 6, article 13, of the Constitution of the State of Ohio, in failing to provide some restriction upon the power of cities and Villages in making the assessments authorized by said act, and so as to prevent an abuse of such power,

Eighth Defense:- The defendant further answering the petition says, that the ordinances upon which this action is based, are each, and all invalid

1. Because the act of the Legislature purporting to grant the power to pass and enforce such ordinances is unconstitutional as infringing section 6, article 13, of the Constitution of the State of Ohio,

2, Because said ordinances severally, and collectively are unconstitutional and invalid in having been passed without legislative authority constitutionally conferred in compliance with section 6, article 13, of the Constitution of the State of Ohio,

Ninth Defense:- For a ninth defense the defendant says that now, and for a long time prior and ever since the adoption of the pretended requiring ordinance mentioned in the petition, it has operated a line of railway through said Village, and has owned property therein, that during all of said period it has been assessed, and has paid to said Village large sums (of money) as taxes for the maintenance and support of the government of said Village, and especially has it contributed in its taxes to the lighting of the public streets of said Village; that all taxes assessed and levied upon the property of the defendant in said Village, other than that sued for in this action have been fully paid, It is alleged that ever since the passage of said pretended requiring ordinance, said Village has applied no part of the taxes of said Village raised for the purpose of street lighting, to the lighting of the streets

named in the petition at and near the crossing of the defendants railway; that said Village by the arraugrument of the street lights thereof, has, during said period, maintained at the expense of said Village no lighting whatever of said streets at and near said crossings, but has applied its revenues for and maintained its lights remote from said crossings.. That said requiring ordinance has for its primary purpose the lighting of said several streets at and near said crossings at the expense alone of this Company, and to relieve the revenues of said village from the burdens thereof. The defendant avers, that said pretended requiring ordinance directed said lights mentioned in the petition to be located at the intersection of said several streets and said railway; that the lights employed in street lighting in said Village and those required by said ordinance were of the arc pattern, and of 2000 candle power, and were of such brilliancy that defendants engineers, in approaching such lights with engines and trains, could not see and distinguish switch and other signal lights; that such lights cast a dark shadow upon the ground beneath the lamps, and the locomotive headlights of the defendant, of a kind and character in general use upon the well managed railways throughout the United States, could not penetrate the excessive rays of said street lights so as to light such dark shadow and so as to enable the engineers to see and distinguish persons or objects within such shadow; that the presence of one of such street lamps at the railway crossing, by reason of its excessive brilliancy, did not permit persons going upon the railway to so readily see an approaching locomotive headlight; that by reason of such lights located as required by said pretended requiring ordinance, the dangers of operating trains through said Village have increased, and the lives of trainmen and of passengers have been in greater peril; that by reason of such increased dangers the defendant would not and did not comply with the requirements of said pretended ordinance,

It is further averred that said Village pretending to maintain the lights used for as in discharge of the requirement of said pretended ordinance, maintained them at points so located as to render the most effective service in lighting said streets, and so as to appropriate from fifty to eighty per centum of said lights to street lighting, and but nominal parts thereof to track lighting, and said petitioner does, by its alleged assessing ordinance, and by its action herein seek to enforce the entire cost of said several lights against this defendant,

The defendant further alleges that the electrical plant in said Village, which supplies said lights, supplies also incandescent electric lights, which could have been supplied in number and candle power sufficiently to effectively light defendants tracks in said Village, and at said several crossings; that illuminating gas was furnished by a corporation in said Village for public and private lighting and could have been procured in such volume and candle power to effectively light the track of defendant in said Village, and at said several crossings; that oil lamps in volume and number sufficiently to effectively light said track and said crossings could have been procured in said Village and by any one of said methods of lighting the dangers of operating defendants trains would not have been increased, the cost of lighting by such method would have been materially less, and the safety of persons crossing the track would have been promoted,

It is further averred that by said pretended requiring ordinance defendant was commanded to maintain 2000 candle power arc lights many hours every night, whereas the combined time of all of its trains within said Village

after night, during any night, in any year, would not exceed one hour, and it was, at the time said lights were required and at all times since, practicable to have attached said lights to a switch in the office of the Company where its agent knew of the arrival and departure of every train, and could have kept said lights burning during the presence of trains in the Village, and such method of maintaining the same lights as defendant is now charged with would have cost a sum materially less than that of maintaining them during the hours required,

It is averred also that during the time for which the petitioner charges the defendant, there was another railway passing through said Village under circumstances and conditions similar to those under which defendant's railway passed through said Village; that said railway was also required to be lighted in like manner as defendant's railway was required to be lighted; that said Village charged, collected and received from the Company owning and operating said road, as defendant is informed and believes, and states the truth to be, sums materially less per light than those which it, said Village, has assessed and seeks to enforce against this defendant, thereby recognizing and conceding that the application of such lights to street lighting created an obligation and duty on the part of said Village to bear a part of the cost of such lighting, and that it would be and is unjust and unreasonable to apply large proportions of such lights to street lighting at the private and special cost of the Railway Company,

Defendant avers also that at the time of the adoption of said pretended requiring ordinance and ever since, it was and has been engaged in operating trains hauling freight and passengers, into and between the several states of Ohio, Indiana, Illinois and Missouri, and for such purpose employed its tracks and right of way in said Village; that the lights required by said pretended requiring ordinance were a burden upon, and an obstruction to the defendant's engaging in such interstate commerce in that they added to the perils of train men, and to the dangers of passengers and freight destined to points from within to points without said State of Ohio, and from points without to points within and beyond said State, and also by increasing unnecessarily and unreasonably the cost of operating its said business of Inter-State commerce, by charges for arc lights of 2000 candle power, when other and effective lights at a cost of less than one half could have been employed, The defendant also alleges that prior to the passage of either of said ordinances it had no notice, actual or constructive, of an intention to pass the same, it was not present in person or by agent, at the passage of the same, and the records and proceedings of the plaintiff's Council do not disclose or adjudge that notice was given defendant of such intention, or that it was present when said proceedings were had or otherwise waived notice thereof,

Wherefore, the defendant says, the ordinances, requirements and claims of the petitioner are arbitrary, unjust and unreasonable; they are unauthorized and unfair discriminations against this defendant, and in favor of another railway Company and of other tax payers of said Village they are an unlawful burden upon and attempted regulation of interstate commerce; they are a denial to the defendant of due process of law and they deprive the defendant of its property for a public purpose without compensation,

John T. Dye et. al. For Defendant,

State of Indiana, Marion County, ss.

J. L. Van Winkle, being duly sworn, says upon his oath, that he is the

General Superintendent of the defendant, The Cleveland, Cincinnati, Chicago and St. Louis Railway Company; that he has personally examined the foregoing answer, and, as he is informed and believes, he says the facts therein alleged are true,

J. L. VanKirkle,

Subscribed and sworn to before me this 13th day of March, 1902,

(Seal) R. S. Watkins, Notary Public.

Tenth Defense:- The defendant further says that at the date of the passage of said repealing ordinance, towit, on June 4th, 1896, there was a duly organized Electric Light Company in the Village of Marysville, and which is the same Water and Light Company that the plaintiff on said 31st day of July, 1896, contracted with to light said Railroad crossings as alleged in the petition, That at the time of making said light contract, between plaintiff and said Light Company to so light said crossings there was an act of the General Assembly of Ohio, which passed and went into effect on the 22nd day of April, 1896, and has been in full force and effect ever since said April 22nd, which authorized said Village to make said light contract, but only for a period of time not exceding ten years, But the plaintiff and said Light Company in their said contract did not contract or agree that said lighting of said Railroad crossings should continue during any specified period of time whatever, and no ordinance, resolution or other action were ever passed or taken by said Village that either the lighting of said crossings, or the power to assess said defendant for any of the expense thereof, should continue or be in force for any period whatever, and defendant avers that there is no authority of law ordinance or resolution for the claim of the plaintiff in this action,

Eleventh Defense:- That said pretended contract so made for lighting said crossings between plaintiff and said Light Company, involved the expenditure of money on the part of said Village, plaintiff, towit, the sum of $465.00 annually, and said pretended contract and obligation was made and executed without any certificate being made by the Clerk of said Village, or other authority of the same, that the money required for said contract or to pay the said expenditure of and for said lighting is in the Treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose, No such certificate nor any certificate to that end was ever made, or filed or recorded, as provided by law, nor has any such certificate been made or filed since by said Clerk, or other corporate Authority as provided by law, Nor has the plaintiff, said Village, made any appropriation of money to pay said lighting expenditures either by ordinance, resolution or otherwise, and no ordinance or resolution passed by said Village, plaintiff, ever contained an explicit or other statement of the uses or purposes for which any appropriation to pay for said lighting by said Village as required by law, consequently said proceedings and assessments against this defendant are a nullity and void in law and gives no right of action as claimed by plaintiff.

Twelfth Defense:- The defendant denies that plaintiff or said Light Company ever lighted the six crossings named, and claimed by the plaintiff in his petition,

Defendant asks to go hence and recover its costs &c,

John T. Dye et. al, Attys for Defendant.

The State of Ohio, Union County ss,

John S. Porter, being duly sworn makes oath that the defendant above named, is a Corporation that affiant is one of the Attorneys for said Corporation, duly authorized, that the facts stated in the foregoing pleading are true as affiant believes,

John S. Porter,

Sworn to by John S. Porter before me and signed by him in my presence this 7th day of April, 1902,

(Seal) Chas. E. Fenhorwood, Clerk

8028
Reply

On March, 29 th, 1902, the following Reply was filed:-
The Village of Marysville, Ohio — Plaintiff.
vs. In the Court of Common Pleas of Union County, Ohio.
The Cleveland, Cincinnati, Chicago & St. Louis Railway Company-Defendant.

Now comes the plaintiff and for its reply to the answer of defendant as set up in its second ground of defence says:- The plaintiff denies each and every allegation and averment in the said second defence contained, except such averments as are herein or in the petition expressly admitted,

For further reply to the said second defence, the plaintiff says that the other railway mentioned by the defendant in the ninth paragraph of its said second defence, is The Toledo and Ohio Central Railway, and that prior to the 14th day of January 1896, there was a suit pending in this Court to collect from said Railway Company assessments for lighting its street crossings, and that upon said day by mutual agreement a small rebate was allowed said Railway Company in consideration of payments then made and to be made promptly in the future so as to relieve the said Plaintiff from advancing the same out of its Village treasury, and for other good causes and consideration, but the amount assessed against the said Railway Company was the same as is and was assessed against the defendant in this case, and the other said Railway has ever since promptly paid for lighting its said crossings with same kind of light as are placed over the defendants road with the exception of the small reduction made on account of the said payments being promptly made, and the same compromise was at the time offered to the defendant, but the defendant while accepting the light as long as the plaintiff paid for it, rejected all offers of compromise and the Village has been compelled to advance the money for lighting the defendants road and this plaintiff denies that it has discriminated against the defendant.

Further answering the fifth paragraph set up in the said second defence, towit: That no valid and sufficient notice was given to the defendant of the previous passage of any ordinance requiring it to erect and maintain said lights," the plaintiff says that on the 13th, day of March, 1897, the plaintiff brought an action in this Court against the defendant on the same ordinances set up in this cause, to recover for two installments of lighting then due under the said ordinances, and which cause was numbered 7331 in this Court, and the plaintiff in its petition in that action made the averments that the defendant was duly served with a copy of said ordinance as required by law, and that the defendant had due and legal notice of the said ordinances. In its answer to the petition the defendant denied that it had notice of the passage of said ordinance, and denied the plaintiffs allegation in regard to said notice, and upon that issue a trial was had in this Court, and the issue of notice was by this Court found against the defendant and in favor of the plaintiff, as will appear of record in said cause, The defendant appealed the said cause to the Circuit Court of this County where the same issue was again tried upon the evidence, and the finding of the Circuit Court was in favor of the plaintiff and against the defendant as will appear by the records of said Circuit Court in said cause, The judgment and decision in which cause is still in full force and effect, and said action long since ended, Therefore the plaintiff avers that there has been a former adjudication between the plaintiff and the defendant upon said issue of notice and the same is conclusive upon the defendant in this action,

For its reply to the third defence set up in the defendants answer the plain-

tiff says that the electric lights as they are now suspended over the defendant's road at the crossings named in the petition, in the year 1896, and the same kind of light, suspended in the same manner has been in use ever since, that the defendant during all that time had knowledge of the manner of said lighting and the cost of the same; but although the Council of said Village has met in regular session at least twice in each and every month since said lighting began, the defendant has never appeared before the said Council of said Village or any of the Village authorities to make any complaint in regard to the manner of said lighting or the cost of the same and has never at any time suggested any other mode of lighting or the use of any cheaper light or asked that lights be placed in any different manner, That if there be any more efficient, safer, or practical lighting, or ^ lighting, at less cost, the defendant has never requested, or suggested the same to the plaintiff, and has never indicated to the plaintiff a desire for any other kind of lighting, or any change whatever in the ordinances aforesaid,

For reply to the fourth defense set up in the answer the plaintiff says:

The plaintiff is not advised and does not know whether the defendant during the time covered by said ordinances has paid its full share of the municipal taxes, and it therefore denies the same,

Plaintiff denies each and every other allegation and averment in said fourth defense contained and not herein or in the petition expressly admitted,

Further answering the said fourth defense the plaintiff says that during all the time covered by the said ordinances the defendant had full knowledge of the manner of lighting said crossings, and of the cost of the same, and during all that time has known that the plaintiff was advancing the money from its treasury to pay for said lights with the expectation of being reimbursed therefor by the defendant, and has had full knowledge of the effect of said lights upon its train men and employes, and has known the manner in which said lights were placed and the capacity of the same, yet the defendant has never at any time made any objection to the council of said Village of the manner of said lighting, or the cost of the same, and has never requested the plaintiff to use a less expensive light or to light said crossings or either of them in any manner different from that provided in the said ordinance, and has never requested the plaintiff to place its lights or any of them in any different manner along the said track at said crossings or made any complaint to the plaintiff that said lights or either of them were an interference with the operation of said trains, or that said lights were of too great capacity, or that there were more lights than were necessary or that said lights or either of them increased the danger to the train men or to persons on said train, or that said lights obscured the switch signals, or that said lights were objectionable to the defendant, either in capacity, position, cost or any other manner whatever, Further has the defendant ever requested the plaintiff to make any change or modification in said ordinances or either of them, The defendant has had the benefit of said lights ever since the passage of said ordinance, one of them being placed in close proximity to the defendant's depot, so as to light the depot and grounds to the great convenience of the defendant, but has never at any time offered to pay for the same.

Further answering the plaintiff says that even if the defendant had a

regular schedule of trains that would always be on time, and that no irregular trains would ever run on and over said road, so that switches could be provided and the streets lighted while said trains were passing, the defendant has never communicated its said schedule of time to the plaintiff, and has never requested that switches be applied so as to limit the time the lights would burn, nor has it asked a change in said ordinance in regard to the time said lights should burn. The plaintiff avers the fact to be that trains run on and over said road irregularly and at frequent intervals during the night season, and that the defendant does not keep any of its employees at its depot within said Village as long as said lights burn and rarely later than eight o'clock in the evening and the setting the matter up in this answer, is the first suggestion of a desire on the part of the defendants to establish switches. For further reply to the said fourth ground of defense the plaintiff says that on the 13th day of March, 1897, the plaintiff brought an action in this Court against the defendant for the first two installments of money due for said lighting and in its petition in that case set up the fact of the passage of said ordinances and of the lighting of said streets, with said lights in the same manner as the same is set up in this action, and the defendant in its said answer filed in the said former suit set the same allegations as are now set up in this said 4th defense towit, It set up in said answer; "that there are lights suspended as they are by said Village about 25 feet immediately above the railroad track at every street crossing by the defendant in said Village towit, six street crossings, is an element of danger to the citizens and travelers crossing said railroad after dark, The greater brilliancy of the lights shining in the face and eyes of the engineer, blinds him, obscures the beams of light from the locomotive head light, prevents his clear observation of objects of, or around and near these crossings, interferes with his view of switch lamps, telegraph signals, signal lights, &c, making those lesser lights more indistinct, and tends to obscure as aforesaid even the headlight of the locomotive itself, That a less expensive light, and fewer lights would be more safe and efficient in running trains after dark; therefore the defendant denies that said lights are of any benefit to the defendant in running its trains, but on the contrary avers that said are lights are dangerous to citizens and travelers for said reasons."

All of which allegations and statements of fact were by the plaintiff denied in its Reply to the answer in said cause, and upon the issues thus joined a trial was had upon the evidence, and this Court found upon said issues in favor of the plaintiff and against the defendant, (all of which will appear by the records of this Court) and which action was by the defendant appealed to the Circuit Court of this County, where the same issues were again tried by the Circuit Court upon the evidence and the said Circuit Court found in favor of the plaintiff and against the defendant, all of which will appear by the records of this Court, and the Circuit Court in said cause which was numbered in this Court No. 7331, and in the Circuit Court No. 154, and the judgment and finding was rendered by this Court and the Circuit Court against the defendant and in favor of the plaintiff in the said action which finding and judgment is still in full force and effect and the plaintiff avers that the defendant is concluded by the same, and the plaintiff pleads said finding and judgment as a bar to the same matter set up in the fourth defense in this action.

The plaintiff further avers that the facts set up in the 2nd, 3rd, 4th, and fifth paragraphs of the said fourth defense in the answer in this case were all substantially set up in in the said cause No. 7331, above shown and they were all denied by the plaintiff in its reply in that cause, and upon trial upon the evidence the issue was decided in favor of the plaintiff and against the defendant and the truth of the matter thus judicially determined, that under the provisions of law, and the said ordinances, (the validity of said ordinances having been judicially determined by competent tribunal) the plaintiff has gone on during the period named in the petition lighting the defendants road and paying for the same out of the public money, and it is unjust that the defendant be allowed to vex the Court with the same matter at each attempt by the Village to obtain redress by law, But the plaintiff submits that the issues that have been once considered and determined should be conclusive of the facts so found,

For its reply to the ninth defense set up in the answer the plaintiff says it denies each and every allegation and averment therein contained, except such facts and averments as are expressly, in this reply or in the petition admitted,

For further reply to the said 9th defense in said answer this plaintiff denies that said arc lights are unreasonable or unnecessary, and denies that they are so placed as to light the Streets of the Village at the expense of the defendant, and denies all allegations in the said answer of improper motives in the plaintiff in lighting said crossings, and denies any unjust or unreasonable discrimination against this defendant, and denies that said arc lights obscure the switch or signal lights of the defendant, or that they cast a dark circle under them in which objects cannot be readily distinguished, and deny that said arc lights increase the dangers to persons on the Train, or travelers going over said crossings, and deny that said road only operate trains on regular schedules, or that switches could be put in so as to protect the public at said crossings, and deny that said ordinances or either of them have not been legally passed, or that the laws under which they were passed are invalid from any cause, and denies that any other mode of lighting than that provided by said ordinances, would have been practicable, or efficient, and says that the lights used at said crossings are the same as are in use by the plaintiff to light its streets, and the cost is the same as is paid by the plaintiff for its other arc lights in said Village, and denies that it would be practical to put in switches so that the lights would only be thrown on when trains were in motion, and deny all the other allegations in the said ninth defense not herein admitted,

For further reply the plaintiff says, that all the allegations of fact contained in the 2nd, 3rd, 4th and 9th defenses were substantially put in issue in the former case tried in this Court and the Circuit Court to which reference has been made in this reply, and said issues were found and adjudged against the defendant, the finding and judgment of which Circuit Court in which case is of record in Journal 1 on page 204, the said finding and judgment in which case is still in full force and effect and said case is ruled; From the nature of the facts set forth in this action it is apparent that a new cause of action will accrue from time to time in favor of the plaintiff against the defendant by reason of it paying for the installments of lighting that the defendant refuses to pay, and it is unjust and unreasonable that at each effort

of the plaintiff to obtain redress, it should be put to the trouble of again establishing facts that have already been determined, wherefore the plaintiff says that the former adjudication is conclusive against the defendant upon the issues therein determined and the defendant is stopped from again offering them as a defense in this action. Therefore the plaintiff prays as it has already prayed in its petition.

J.S. Cameron and Robinson & Woodburn, Attys for Plaintiff.

The State of Ohio, Union County, ss,

Charles Hamilton, being first duly sworn says that the plaintiff is a municipal corporation, and that the affiant is the Mayor of said Village of Marysville duly qualified, and that the facts stated and allegations made in the foregoing reply are as affiant believes true.

C.S. Hamilton,

Sworn to before me and signed in my presence this 29th day of March, 1902,

(Seal) Chas Tenhorwood, Clerk

8087
Petition

8028
Entry

On June 9th, 1902, the following Entry was filed:-

The Village of Marysville — Plaintiff.

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

The Cleveland, Cincinnati, Chicago & St. Louis Railway Co. — Defendant.

This day this cause was settled by the parties upon the payment by the defendant to the plaintiff of the sum of Twelve Hundred and Thirty-four and 32/100 dollars in full of plaintiff's claim herein, and in full of all claim or claims of plaintiff for the lighting of Railway crossings up to this date, and at the defendants costs, for which judgment is rendered.

It is therefore considered by the Court that the plaintiff recover of the defendant its costs herein expended, taxed to $— for which executions is allowed to issue.

Attest:— Chas Tenhorwood, Clerk.

8087
Affidavit

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 Hon Duncan Dow Judge of said Court of the Term of October, A.D, 1902,

Be it remembered that heretofore, towit, on July 2nd, 1902, the following petition was filed with the Clerk of said Court, towit:-

8087 Petition

Paris Abbott — Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio,

Mary Abbott — Defendant.

The plaintiff says:-

First:- That he 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 State of Ohio,

Second:- That on the first day of January, A.D, 1883, at Marietta in the County of Washington, and the State of Ohio, he was married to the defendant, and he has ever since conducted himself toward the said Mary Abbott, as a faithful and obedient husband, There was during said marriage born as the issue of said marriage two children, who are now deceased,

Third:- Plaintiff further says that the said defendant has been wilfully absent from plaintiff for more than three years last past (since March, 4th, 1897) and wholly disregarded all marital duties,

Fourth:- Plaintiff therefor prays that he may be divorced from the defendant, and have such other and further relief as in equity he is entitled to,

D. E. Thornton, Attorney for Plaintiff.

State of Ohio,
Madison County, ss.

Paris Abbott, first being duly sworn says that the facts stated and allegations made in his above petition are true as he verily believes,

Paris Abbott,

Sworn to and subscribed before me this first day of July, 1902

(Seal)

D. E. Thornton,
Notary Public.

8087 Affidavit

Paris Abbott — Plaintiff

Vs.

Court of Common Pleas, Union County, Ohio.

Mary Abbott — Defendant.

Paris Abbott, the plaintiff in the above entitled action, being first duly sworn, says that this action is brought against the defendant Mary Abbott in this Court for divorce, according to the statute in such case made and provided; That the residence of the said defendant is unknown, and that he has been unable by the exercise of reasonable diligence to ascertain the same; for that reason service of the summons and a copy cannot be made in this State, nor is the said plaintiff able to mail a copy thereof to the said defendants place of residence,

Paris Abbott.

Sworn to and subscribed before me this first day of July, 1902.

(Seal)

D. E. Thornton,
Notary Public.

8087
Proof of Publication

On the 17th day of September, 1902, the following Legal Notice and proof of publication was filed with the Clerk of said Court, towit:-

Legal Notice — D. E. Thornton, Attorney.

Mary Abbott, residence unknown, will take notice that her husband Paris Abbott, did on the second day of July, 1902, file in the office of the Clerk of Court of Common Pleas, of Union County, Ohio, his petition charging the said Mary Abbott, with willful absence for more than three years, and praying that he may be divorced and for all proper relief. Said petition will be for hearing at the September Term of said Court, 1902, at which time the defendant is required to answer, and hearing will be had any time after the 15th day of September, 1902,

Paris Abbott,

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 gneral circulation in the County of Union, the first publication beginning with July 9th, 1902,

H. O. Shearer,

Sworn to and subscribed before me this 17th day of September 1902,

Printer's Fees $3.50. (Seal) Chas Stenhorwood, Clerk

8087
Entry

On the 10th day of October, 1902, the following entry was filed with the Clerk:-

Paris Abbott — Plaintiff

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

Mary Abbott — Defendant.

This cause came on this day to be heard on the petition, and evidence and on consideration thereof the Court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. That the Court further find upon the evidence adduced that the defendant has been guilty of willful absence for over three years, 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 Paris Abbott and Mary Abbott, be and the same hereby is, dissolved, and both parties are released from the obligations of the same, and that the plaintiff pay the costs of this proceeding for which judgment is rendered.

Attest: Chas. Stenhorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the September Term, 1902,

Be it remembered that heretofore, towit, on May, 2nd, 1902, the following petition was filed with the Clerk of said Court, towit:-

Matilda Artz — Plaintiff

8073 Petition

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

Noah Artz — Defendant.

Now comes the plaintiff and for her cause of action says, that she has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union; that on or about the 3rd day of December, 1900, at Marysville, Ohio she was married to the defendant; that there was no Child born of said marriage; that the defendant has in disregard to his marital duties been guilty of extreme cruelty to this plaintiff, viz:- In that on the 14th day of April, 1901, he struck this plaintiff in the face and on her head with his open hand and at various times previous to that date, he threatened to strike this plaintiff, and he used vile and vulgar language to her, and in the presence of her four children by a former marriage, such language as to be unfit herein to repeat, and he also used profane language to this plaintiff; that this plaintiff was in fear of the defendant at all times; that after the said 14th day of April, 1901, viz: on the morning of the 15th day of April, 1901, the defendant left this plaintiff and has not co-habited nor lived with her since; that when he left the defendant took several hogs, which belonged to this plaintiff and sold them, and used the proceeds therefrom for his own use; that the defendant failed to properly provide for this plaintiff the necessaries of life; that the plaintiff is seized of the following real estate, towit:- Situated in the Township of Taibourne, County of Union, State of Ohio, and being twelve acres off of the North side of the following described lands:- Beginning at three beeches, N. W. corner to Lot No. 9 in the Sub-division of Survey No. 220; thence with the North line of said Survey S. 88° 15' E. 99 poles to three iron-wood and sugar trees and one iron wood standing northeast corner to said lot; thence with the east line of said lot S. 1° 30' W. 80.8 poles to a stake, at the foot of a large burr oak, which is marked as a witness; thence N. 88° 15' W. 99 poles to three beeches, one ash and a sugar tree in the North line of said lot; thence N. 1° 30' E. 80.8 poles to the place of beginning, containing 50 acres.

This conveyance being for a tract 99 rods by 19 2/33 rods, making twelve acres.

That the aforesaid tract has a mortgage of $300.00 on it.

Wherefore the plaintiff prays that she be granted a divorce from the defendant and that the defendant be enjoined from interfering, encumbering selling or disposing of any of the property of the plaintiff, and for all further and equitable relief, and asks that she be restored to her former name of Matilda Dice.

H. V. Spicer, Atty for Plaintiff

State of Ohio, Union County ss,

Matilda Artz, plaintiff being sworn says that she believes the facts stated in the foregoing and above pleading to be true.

Matilda Artz.

Sworn to before me and signed in my presence this 11th day of March, A. D. 1902,

(Seal) H. V. Spicer, Notary Public.

On May 2nd, 1902, the following Precipe was filed with the Clerk of said Court, Towit:-

The Clerk will please issue summons and a copy of this petition for the defendant to the Sheriff of Marion County.

H. V. Spicer, Atty for Plaintiff.

On May 21st, 1902, the following summons was issued:-

8073 Summons

The State of Ohio, Union County ss. — To the Sheriff of the County of Marion:-

You are commanded to notify Noah Artz that Matilda Artz has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with extreme cruelty &c, and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 2nd day of June, A.D. 1902, Witness my hand and the seal of said Court at Marysville, this 21st day of May, A.D. 1902, (Seal) Chas. C. Southorwood, Clerk of the Court.

Sheriff's Return.

Received 8 o'clock A.M. on the 23rd day of May, A.D. 1902, and on the 26th day of May, A.D. 1902, I served the same upon the defendant by delivering personally a true copy thereof together with a certified copy of the petition in this case.

Sheriff's Fees: 80 cts, Peter C. Sells, Sheriff, M. Co. O. By P. H. Sells, Deputy.

On Sept. 15th, 1902, the following Entry was filed:-

8073 Entry

Matilda Artz. Vs. Noah Artz.

Court of Common Pleas, Union County, Ohio, Sept. 15th, 1902,

This day this cause came on to be heard upon the petition and the evidence, the defendant being in default for answer or demurrer. Thereupon, the Court find that the defendant has been guilty of extreme cruelty and gross neglect of duty as alleged in the petition.

It is therefor ordered by the Court that the marriage contract heretofor existing between Matilda Artz and Noah Artz, be and the same is hereby dissolved, and both parties released from all obligations of the same.

It is further ordered by the Court that the defendant be barred of all claim of dower in the property of the plaintiff; and that the plaintiff be restored to her former name of Matilda Dice.

It is further ordered that the plaintiff pay the costs of this action.

Attest: Chas. C. Southorwood, Clerk

8095 Petition

8095 Affidavit

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 Hon. Duncan Dow, Judge of said Court, at the September Term, 1902,

Be it remembered that heretofore, towit, on July 29th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8095 Petition

Nettie F. Butler — Plaintiff

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

Harley H. Butler — Defendant.

Plaintiff says that she has been a resident of the State of Ohio, for a year last past, and has a bona fide residence in the County of Union, in the State of Ohio,

On the 2nd day of April, 1891, in York Township in Union County, Ohio she was married to the defendant, and that the following named children were born as the issue of such marriage, whose names and ages are as follows:- Almeria, age 9 years; Carl, age 7 years; and Florane, age 5 years,

Plaintiff further says, that she has been a lawful and obedient wife, and the defendant disregarding all his marital duties, and without any just cause whatever, or without any fault on the part of the plaintiff, has been wilfully absent from the plaintiff for more than three years last past, and has gone to parts unknown to her,

Plaintiff further says that the defendant has been guilty of gross neglect of duty towards the plaintiff in that by reason of his idleness he has wilfully failed and neglected to provide this plaintiff and their said children with food or clothing and the common necessaries of life, so that she has been compelled to live by her own exertions and labor, and on the assistance and charity rendered by her relatives, although he was fully able to properly support her and their said children,

Plaintiff therefore, asks that she may be divorced from said defendant and that she have the custody of their said children, and for such other and further relief as is proper,

Milo S. Myers, Atty for Plaintiff.

Nettie F. Butler, being sworn says the facts stated in the foregoing petition and allegations made are true as she verily believes.

Nettie F. Butler,

Sworn to by Nettie F. Butler and signed by her in my presence this 29th. day of July, 1902, (Seal) Milo. S. Myers, Notary Public.

On July 29th, 1902, the following Affidavit was filed:-

8095 Affidavit

Nettie F. Butler — Plaintiff

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

Harley H. Butler — Defendant.

Nettie F. Butler, the plaintiff in the above entitled case, being first duly sworn, says that this action is brought against the defendant Harley H. Butler, in this Court for divorce, according to the Statute in such case made and provided; that the residence of said defendant is to this plaintiff unknown, and that she has been unable by the exercise of reasonable diligence to ascertain

the same; for that reason service of summons and a copy of the petition cannot be had in this State; nor is the said plaintiff able to mail a copy thereof to said defendants place of residence,
Nettie F. Butler, being duly sworn says that the facts stated and allegations made are true as she fairly believes,
Nettie F. Butler.
Sworn to before me and subscribed in my presence this 29th day of July, 1902, (Seal) Milo S. Myers, Notary Public.

8095 Entry

On August 21st, 1902, the following Answer was filed:-

8095 Answer

Nettie F. Butler — Plaintiff
Vs.
Harley H. Butler — Defendant.
Court of Common Pleas, Union County, Ohio.

Now comes defendant Harley H. Butler and for answer to the petition of plaintiff says:- That he admits that plaintiff is a resident of the State of Ohio, and of Union County, and that plaintiff and defendant were married, and that said children were born as alleged in the petition, Plaintiff denies each and every other allegation in said petition contained, and prays that the petition of the plaintiff may be dismissed,
Harley H. Butler.
Oklahoma Territory, Beaver County, ss:-
Harley H. Butler makes oath and says that the statements and allegations in the foregoing petition contained are true as he verily believes,
Harley H. Butler.
Sworn to before me by said Harley H. Butler and by him in my presence subscribed this 6th day of August, 1902,
(Seal) C. O. Tannehill, Probate Judge.

8095 Legal Notice

On Sept. 17th, 1902, the following Legal Notice & proof was filed:-

Legal Notice — Milo S. Myers, Attorney,

Harley H. Butler, residence unknown, will take notice that his wife Nettie F. Butler, did on the 29th day of July, 1902, file in the office of the Clerk of the Court of Common Pleas of Union County, Ohio, her petition charging the said Harley H. Butler with willful absence for more than three years, and gross neglect of duty, and praying that she may be divorced, and have the custody of their children and for proper relief, Said petition will be for hearing at the September Term of said Court, 1902, at which time the defendant is required to answer, and hearing will be had any time after September, 15th, 1902,
Nettie F. Butler,
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 July 23rd, 1902,
H. O. Shearer.
Sworn to and subscribed before me this 17th day of September 1902,
(Seal) Chas Truhorwood, Clerk.

8095
Entry

On Sept. 18th, 1903, the following Entry was filed:-

Nettie F. Butler
Vs.
Harley H. Butler

Court of Common Pleas, Union County, Ohio.

This cause came on this 18th day of September, 1903, to be heard on the petition and answer of the defendant, and the evidence, the defendant having been legally summoned by publication, and having failed to appear, the Court find that the plaintiff is a bona fide resident of the County of Union, and State of Ohio and that the parties were married as in said petition set forth. The Court further find, upon the evidence adduced that the defendant has been guilty of willful absence for more than three years last past, and by reason thereof the plaintiff is entitled to a divorce as prayed for and it is hereby ordered and adjudged by the Court that the marriage contract heretofore existing between Nettie F. Butler and Harley H. Butler be, and the same hereby, is dissolved.

It is further ordered that the custody and control of the said children of the parties hereto be, until further order, confided to the said Nettie F. Butler exclusively.

It is further considered by the Court that the said Nettie F. Butler recover from the said Harley H. Butler her costs herein expended.

Attest: Chas. E. Southerwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court, at the September Term, A. D. 1902,

Be it remembered that heretofore, towit, on the 9th day of August 1902, the following petition was filed with the Clerk of said Court, towit:-

8098 Petition

D. C. Bolenbaugh — Plaintiff

Vs.

Court of Common Pleas, Union County, Ohio.

Alvira Bolenbaugh, Ida Bolenbaugh, O. G. Bolenbaugh, Maud Sigler and O. G. Bolenbaugh, Executor of the Will of S. H. Bolenbaugh, deceased — Defendants.

The plaintiff says that on the 8th day of March, 1902 S. H. Bolenbaugh died leaving Alvira Bolenbaugh, his widow, Ida Bolenbaugh, O. G. Bolenbaugh, Maud Sigler, and D. C. Bolenbaugh, their children and only heirs at law: that on the 11th day of March, 1902, a certain paper writing purporting to be the last will of the said S. H. Bolenbaugh, bearing date of the 20th day of November, 1901, was presented to the Probate Court of said Union County and admitted to Probate by the Probate Court of that County on the 22nd day of March, 1902, and is recorded in Volume H. Page 366 of the Records of Wills in said Court and letters testamentary thereon were issued to O. G. Bolenbaugh as sole Executor thereof who thereupon qualified. That by the terms of said paper writing all of the defendants are named as the several legatees and devisees of said S. H. Bolenbaugh and the said plaintiff, D. C. Bolenbaugh is also named in said paper writing as a legatee of said S. H. Bolenbaugh,

That said paper writing is not the last Will and testament of the said S. H. Bolenbaugh; but that said S. H. Bolenbaugh at the date of said paper writing was not of sound mind and memory by reason of extreme age, and protracted pain and sickness, was mentally incapacitated from making a Will or a proper distribution of his property, and as plaintiff has been informed and believes and alleges the same to be true, said S. H. Bolenbaugh was coerced into the signing of said paper by the undue influence of his son, O. G. Bolenbaugh who by continuously for six months prior to the death of said S. H. Bolenbaugh was threatening to leave the farm of said S. H. Bolenbaugh, was harrassing and annoying the said S. H. Bolenbaugh by threatening to leave S. H. Bolenbaugh's farm and by claiming that he was not receiving sufficient compensation for services, he, the said O. G. Bolenbaugh claimed to be rendering for the said S. H. Bolenbaugh; and by other undue influences brought to bear on the said S. H. Bolenbaugh by the said O. G. Bolenbaugh, was induced to execute said pretended Will.

Plaintiff therefore prays that an issue be made up as to whether said paper writing is the last Will of the said S. H. Bolenbaugh and that the same may be set aside, and for such other relief as is proper.

H. J. Hoopes, Atty for Plaintiff.

The State of Ohio, Union County ss.

D. C. Bolenbaugh, being first duly sworn says the foregoing allegations are as he believes true,

D. C. Bolenbaugh

Sworn to and subscribed in my presence by D. C. Bolenbaugh, this 9th day of August, 1902. (Seal) Chas C Leatherwood, Clerk

8098 Precipe

8098 Summons

8098 Answer

8098
Precipe

On August 9th, 1902, the following Precipe was filed:-
Clerk:- Issue summons on above named defendants directed to Sheriff of Union County returnable according to law, indorsed thereon, action to set aside Will,
H.T. Hoopes, Atty for Plaintiff.

8098
Summons

On August 9th, 1902, the following Summons was issued:-
The State of Ohio, Union County ss— To the Sheriff of Union County:-
You are hereby commanded to notify Alvira Bolenbaugh, Ida Bolenbaugh, Maud Sigler and O.G. Bolenbaugh, Executor, that they have been sued by D.C. Bolenbaugh in the Court of Common Pleas of Union County and must answer by the 6th day of September A.D. 1902, or the 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 August, A.D. 1902,
Witness my hand and the seal of said Court this 9th day of August, A.D. 1902, (Seal) Chas. E. Eenhorwood, Clerk
By Milton Haines, Deputy,

Sheriff's Return,
Received this writ Aug 9th, A.D. 1902, at 4 o'clock P.M, and served same by personally handing true and certified copies to Alvira Bolenbaugh, Ida Bolenbaugh, and O.G. Bolenbaugh, and by leaving at the usual place of residence of Maud Sigler, a true and certified copy Aug, 16th, 1902,
Sheriff's Fees:- $3.85
S.F. Burnham, Sheriff.
By Allen Haines, Deputy,

8098
Answer

On August, 30th, 1902, the following Answer was filed:-
D.C. Bolenbaugh— Plaintiff.
Vs.
Alvira Bolenbaugh-et. als.— Defendants.
Court of Common Pleas, Union County, Ohio.
Now Comes O.G. Bolenbaugh, Ida Bolenbaugh, and Maud Sigler defendants above named and for their separate answer to the petition of the above named plaintiff say, that they admit that on the 8th day of March, 1902, S.H. Bolenbaugh died leaving the widow and children named in the petition his only heirs at law.
They further admit that on the 11th day of March, 1902, a paper writing purporting to be the last will and testament of said S.H. Bolenbaugh bearing date of the 20th day of November, 1901, was presented to the Probate Court of this County and admitted to Probate by said Probate Court on the 22nd day of March, 1902, and that said Will is recorded as in the petition set forth, and that letters testamentary were issued to said O.G. Bolenbaugh as sole Executor, who has qualified as such. They further admit that the plaintiff and defendants are named in said Will as legatees; but the defendants deny each and every other allegation and averment in said petition contained. These defendants aver that the said paper writing is the valid last will and testament of said S.H. Bolenbaugh.
Therefore, the defendants ask to go hence and recover their cost and for all such other and further relief as may be just, and the nature of the case require,
J.L. Cameron and D.C. Morton,
Attorneys for Defendants.

The State of Ohio, Union County ss,
O. G. Bolenbaugh, one of the above named defendants being duly sworn deposes and says that he believes the allgations made in the foregoing answer to be true,
O. G. Bolenbaugh,
Sworn to before me and signed in my presence this 28th day of August, 1902,
C. L. Carey,
Notary Public

8098 Entry

On October 6th, 1902, the following Entry was filed:-
D. C. Bolenbaugh — Plaintiff
vs.
Alvira Bolenbaugh et.al. — Defendants.
Court of Common Pleas, Union County, Ohio,
Oct. 6th, 1902,
This day came the parties herein by their Attorneys; also came the following named persons as Jurors, towit:- Moses George, Thomas Elson, Samuel Hensley, Harley Rigor, W. G. Snodgrass, N. C. Crist, Silas Hedges, M. M. Connor, S. A. McNeil, David Austin, Burt A. Hayes, and Milton Haines, who were duly impaneled and sworn according to law and thereupon the case came on for hearing upon the pleadings and the evidence,
And after hearing the evidence, and the charge of the Court, the said Jury returned in open Court their verdict in writing signed by their foreman and say;- We, the Jury, being duly impaneled, sworn and affirmed find on the issue joined that the paper writing here shown to us and admitted to Probate in the Probate Court of Union County, State of Ohio, on the 22nd day of March, 1902, purporting to be the last will and testament of Levra N. Bolenbaugh, deceased, is the valid last will and testament of the said Levra N. Bolenbaugh, deceased,
Dated, Oct. 6th, 1902
Wm G. Snodgrass, Foreman"
It is therefor in accordance with said verdict adjudged by the Court that the paper writing produced in this case, and offered in evidence, purporting to be the last will and testament of the said Levra N. Bolenbaugh, deceased, is his last will and testament
It is further ordered by the Court that the plaintiff pay the cost of this proceeding taxed to $—, for which execution is awarded,

Attest:- Chas Southworth, Clerk

8090 Petition

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 Hon. Duncan Dow, Judge of said Court at the September Term, 1902,

Be it remembered that heretofore, towit, on the 12th day of July, 1902, the following petition was filed with the Clerk of said Court, towit:-

Orleans Brown — Plaintiff.

8090 Petition

Vs.

Court of Common Pleas, Union County, Ohio.

Mary J. Edgr, and Reason Edgr, her husband, John A. Benson, Jemima Morgan, Flora Kelly, and George Kelly, her husband, Elizabeth Edwards, and George Edwards, her husband, Sarah Heath, and Douglas Heath, her husband, Lucy Benson, Isabella Benson, Emory Kilbury, an infant of the age of eight years, Lydia Bell Kilbury, an infant of the age of five years, and John Kilbury, as Guardian of said Emory Kilbury and Lydia Bell Kilbury, and Lewis Brown, husband of plaintiff ——— Defendants,

Plaintiff has a right to and is seized in fee simple as daughter, and one of the heirs at law of William Benson, deceased of the undivided one tenth (1/10) part of the following real estate in said County and bounded and described as follows: viz:- Part of Survey No. 2671, beginning at a stone with pieces of glass under it bears N. 86° W. 2 poles and 4 links from the upper corner on the creek of the Northerly abutment of the bridge at the town of Unionville; thence correcting the course N. 43¼° E. 22 poles to a stone with pieces of glass under it in the center of the road; thence with the center of said road N. 32¾° E. 12 28/100 poles to a stone with pieces of glass under it, corner of a roadway 12 feet left for Daniel Ferguson and others; thence with the South line of said roadway N. 70¼° W. 20 poles to a stone and pieces of glass corner to Mrs. Brown's lot; thence with her line S. 36½° W. 34 76/100 poles to a stone with glass under it on the banks of Darby Creek another corner to Mrs. Brown's lot; thence down the Creek and binding thereon S. 80° E. 12 64/100 poles to the beginning, containing three and one half (3½) acres be the same more or less,

The defendants, Mary J. Edgr, John A. Benson, Jemima Morgan, Flora Kelly, Elizabeth Edwards, Sarah Heath, Lucy Benson, Isabella Benson, Emory Kilbury, and Lydia Bell Kilbury are tenants in common with plaintiff in said premises in the following proportions:- One tenth (1/10) belongs to Mary J. Edgr, as daughter of said William Benson, deceased,

One tenth (1/10) belongs to John A. Benson, as son of said William Benson, deceased.

One tenth (1/10) belongs to Jemima Morgan, as daughter of William Benson, deceased,

One tenth (1/10) belongs to Flora Kelly, as daughter of William Benson, deceased,

One tenth (1/10) belongs to Elizabeth Edwards, as daughter of William Benson, deceased.

One tenth (1/10) belongs to Sarah Heath, as daughter of William Benson, deceased.

One tenth (1/10) belongs to plaintiff, as daughter of William Benson, deceased.

One tenth (1/10) belongs to Lucy Benson, as daughter of William Benson, deceased.

One tenth (1/10) belongs to Isabella Benson as daughter of William Benson, deceased.

One Twentieth (1/20) belongs to Emory Kilbury as one of the heirs and legal representatives of Lily Kilbury, who was a daughter, and is now deceased, of said William Benson.

One Twentieth (1/20) belongs to Lydia Bell Kilbury, as one of the heirs and legal representatives of Lily Kilbury, who was a daughter, and is now deceased of said William Benson.

That said Lily Kilbury left no other heirs or legal representatives and died intestate. Said John Kilbury has been duly appointed the guardian of said Emery Kilbury and Lydia Bell Kilbury by the Probate Court of Union County, Ohio, and is now acting as such. That By the last will and testament of said William Benson, deceased, it was provided that his ten children should share equally in his estate, except that Fifty Dollars, be used of the share of Emory Kilbury and Lydia Bell Kilbury to place a tombstone at the grave of their mother, Lily Kilbury. The plaintiff says that the said William Benson at the time of his decease left money and chattels sufficient to pay all of his indebtedness.

Plaintiff desires to have her interest set off to her in severalty and prays that partition may be made, or if that cannot be done without manifest injury that such proceedings may be had as are authorized by law.

D. K. Ayers, Atty for Plaintiff.

State of Ohio, Union County ss.

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

Orlena Brown.

Sworn to before me and signed in my presence this 13th day of July, A.D. 1902.

Chas. E. Feuhorwood, Clerk.

8090
Waivers of Service

On July 23rd, 1902, the following waivers were filed:-

Orlena Brown.

Vs. In Common Pleas Court, Union County, Ohio.

Mary J. Edgr et. als.

We, the undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby voluntarily enter our appearance therein,

John F. Kilbury, Guardian of
Emery Kilbury and
Lydia Bell Kilbury,
Isabell Benson,
Doug. Strath,
Sarah E. Strath,
R. F. Edgr

Jemima Morgan,
G. H. Kelly
Florentine Kelly
Georgr G. Edwards,
Lizzie Edwards,
Lucie Benson,
J. A. Benson
Mary J. Edgr,

8090
Entry

On Sept. 15th, 1902, the following Entry was filed:-

Orleana Brown,

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

Mary J. Edgr et. al. Sept. 15th, 1902.

And now this cause coming on to be heard upon the petition of Orleana Brown, and the evidence, the Court find that the said William Benson, deceased, named in the petition herein at the time of his decease left of money and chattels more than sufficient to pay all of his indebtedness; and the Court further find that all of the defendants herein towit, Mary J. Edgr, and Reason Edgr, her husband, Jemima Morgan, John A. Benson, Flora Kelly and Georgr Kelly, her husband, Elizabeth Edwards and Georgr Edwards, her husband, Sarah Heath and Douglass Heath,

8090
Writ of Partition

her husband Isabella Benson, Emory Kilbury, an infant of the age of eight years, Lydia Bell Kilbury, an infant of the age of four years, and John Kilbury its Guardian of said Emory Kilbury and Lydia Bell Kilbury, and Lewis Brown, husband of Orleane Brown, plaintiff, have had due notice of the pendency and demand of said petition. Thereupon, the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Orleane Brown, has a legal right to the one tenth (1/10) thereof; the defendants, Mary J. Edgr, has a legal right to the one tenth (1/10) thereof; John A. Benson has a legal right to the one tenth (1/10) thereof; Jemima Morgan has a legal right to the one tenth thereof; Flora Kelly has a legal right to the one tenth thereof; Elizabeth Edwards has a legal right to the one tenth thereof; Sarah Strath has a legal right to the one tenth thereof; Lucy Benson has a legal right to the one tenth thereof; Isabella Benson has a legal right to the one tenth thereof; that Emory Kilbury has a legal right to the one twentieth thereof, and that Lydia Bell Kilbury has a legal right to the one twentieth thereof, and that the plaintiff is entitled to have partition made of said estate as prays for in her petition. It is therefore considered, adjudged and decreed that partition of said estate be made in favor of all the parties interested, and Cyrus Zimmerman Charles McCune, and John L. Adams three judicious freeholders of the vicinity are hereby appointed to make the same, And it is ordered that if said estate is entire and cannot be divided by metes and bounds that said estate be appraised, And it is ordered that a writ issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally found entitled, and of his proceedings herein the Sheriff is ordered to make due return,

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Writ of Partition

The State of Ohio, Union County 33. —— 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, 1902, in a civil action therein pending (for partition) wherein Orleane Brown the plaintiff and Mary J. Edgr et. al. the defendants you are hereby commanded that by the oaths of Cyrus Zimmerman, Chas. McCune and J. L. Adams 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, towit:-

Part of Survey No. 2671, beginning at a stone with pieces of glass under it, bears N. 86° W. 2 poles and 4 links from the upper corner on the Creek of the Northerly abutment of the bridge at the town of Unionville, thence correcting the course N. 43¼° E. 22 poles to a stone with pieces of glass under it in the center of the road, thence with the center of said road N. 32¾° E. 12 25/100 poles to a stone with pieces of glass under it, corner of a roadway 13 feet left for Daniel Ferguson and others; thence with the South line of said roadway N. 70¼° W. 30 poles to a stone and pieces of glass corner to Mrs. Brown's lot; thence with her line S. 26½°, W. 34 76/100 poles to a stone with glass under it at the banks of Darby Creek, another corner to Mrs. Brown's lot; thence down the Creek and bending thereon S. 80° E. 12 64/100 poles to the beginning, containing three

and one half (3½) acres be the same more or less", -
among the persons named herein, and in the following proportions, towit:-
To Orleane Brown one tenth part. To Mary J. Edgr one tenth part.
To John A. Benson one tenth part. To Jemima Morgan one tenth part.
To Flora Kelly one tenth part. To Elizabeth Edwards one tenth part.
To Sarah Heath one tenth part. To Lucy Benson one tenth part.
To Isabella Benson one tenth part. To Emory Kilbury one twentieth part, and
to Lydia Bell Kilbury one twentieth part; but if the said Commissioners
are of opinion that said real estate cannot be divided according to the
demand of this writ without manifest injury to the value thereof, that
you cause them to make a just valuation of the same in money, and
that your proceedings in the premises you distinctly certify, under your
hand, to our said Court forthwith.

Witness my hand and the seal of said Court of Common Pleas at the Court House in Marysville, this 16 th day of September, A.D. 1902.

(Seal) Chas. C. Leuhorwood, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Cyrus Zimmerman, Chas. McCune, and J. D. Adams, causing said appraisement to be made as will appear by the report of the Commissioners herewith returned. Given under my hand this 17th day of Sept. A.D. 1902.

Sheriff's Fees:- $6.84-
Commissioners Fees: $3.00-

S. F. Burnham,

Commissioners' Report.

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, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at $1100,

Given under our hands this 17th day of September, A.D. 1902.

Cyrus Zimmerman, Dr. Chas. McCune, J. D. Adams — Commissioners.

8090 Order of Sale

8090 Legal Notice

8090 Entry

On Sept. 17th, 1902, the following Entry was filed:-

Orleane Brown — Plaintiff
Vs.
Mary J. Edgr et. al. Defendants.

Court of Common Pleas, Union County, Ohio.
Sept. 17th, 1902.

This day this cause came on for hearing upon the return of the Sheriff, and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing from said report that said estate cannot be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at $1100.00, the Court find said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of the parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public auction, and that an order issue therefor to the Sheriff of Union County.

8090
Order of Sale

On Sept. 17th, 1902, the following Order of Sale was issued:-
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. 1902, in a certain petition for partition, now pending in said Court wherein Orleans Brown petitioner and Mary J. Edgar et al. Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, towit:- (See Petition).
Appraised at $1100.00, 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 Marysville, this 17th day of September, A.D. 1902. (Seal) Chas. E. Funhorwood, Clerk.

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio, and on the 18th day of October, A.D. 1902, 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, thereupon William H. Kilbury, having bid the sum of Eleven Hundred and Fifty Dollars, said sum being more than two thirds of the appraised value, and he being the highest and best bidder, was declared the purchaser.
Sheriff's Fees: $16.12.
S. F. Burnham, Sheriff of Union County, Ohio.

8090
Legal Notice

On October, 18th, 1902, the following Legal Notice and proof was filed:-
Orleans Brown
Vs.
Mary J. Edgar et al.
On order of Sale in Partition.
D. H. Ayers, Attorney.
Court of Common Pleas, Union County, Ohio.
By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, October, 18th, 1902, at or about the hour of one o'clock P.M. on said day, the following described real estate, towit: Situated in the Township of Darby, County of Union and State of Ohio, and bounded and described as follows:- (See Petition)
Appraised at Eleven Hundred Dollars ($1100). Terms of Sale:- Cash.
S. F. Burnham, Sheriff of Union County, Ohio.

The State of Ohio, Union County ss.
The undersigned being duly sworn says that a copy of the annexed notice was published for four consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with Sept. 17th, 1902.
H. O. Shearer.
Sworn to and subscribed before me this 18th day of October, 1902.
(Seal) Chas. E. Funhorwood, Clerk

8090
Entry

On October, 18th, 1902, the following Entry was filed:-

Orleane Brown
Vs.
Mary J. Edgr et. al.

Court of Common Pleas, Union County, Ohio.
Oct. 18th, 1902.

This day on motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed; and the said Sheriff is ordered by deed duly executed to convey said premises to William H. Kilbury, the purchaser.

It is further ordered that the Sheriff out of the proceeds of sale pay,
First:- To the Treasurer of Union County, the sum of $3.29 being the taxes and penalty due on said premises.
Second:- To the Clerk of this Court the costs of this action, including a counsel fee of $44.50 to D.H. Ayers for his services herein, taxed to $100.85.
Third:- To the plaintiff Orleane Brown one tenth part of the balance, to Mary J. Edgr one tenth part of the balance; to John A. Benson one tenth part of the balance; to Irumina Morgan one tenth part of the balance; to Flora Kelly one tenth part of the balance; to Elizabeth Edwards one tenth part of the balance; to Sarah Heath one tenth part of the balance; to Lucy Benson one tenth part of the balance; to Isabella Benson one tenth part of the balance; to John Kilbury, Guardian of Emory Kilbury, an infant, his share one twentieth part of the balance; and to John Kilbury, Guardian of Lydia Bell Kilbury, an infant, her share, one twentieth part of the balance.

Attest: Chas. A. Southorwood, Clerk

Clear continued) and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the January Term A. D. 1903,

Be it remembered that heretofore, towit, on Sept. 17th, 1902, the following petition was filed with the Clerk of said Court, towit:-

6116 Petition

Emily Blummuschine — Plaintiff.

Vs. Union County Court of Common Pleas,

Adam Blummuschine — Defendant.

The plaintiff says she has been a resident of the State of Ohio, for more than a year, and is now a bona fide resident of Union County, Ohio. That on the 12th day of September, 1901, she was married to the defendant at Union County, Ohio. That she has been a true, faithful and frugal wife attending strictly to all of the duties of a wife, and was careful to make his home happy. Plaintiff further says that said defendant is impotent and entirely unable to discharge the duties of a husband, and has never during their married life had, or attempted to have sexual intercourse with the plaintiff. She further says that he has been guilty of cruelty and abuse and finally drove the plaintiff from her home and ordered her not to return. They are the owners of the following household goods; two beds, three rocking chairs, 9 common chairs, two tables, one cook stove, one heater, one cupboard, one stand, three carpets, one wash stand, one dresser, one sewing machine, one horse and buggy, one cow, and one colt, and other articles of household goods, she is unable to mention.

Said defendant is threatening to take the same and appropriate the same to his own use.

Plaintiff says that said defendant has ordered her to leave her home and she has no means of support whatever, and will have to depend on her own exertions, or her friends for support and home.

She therefore prays that the Court issue an injunction against the defendant restraining him from selling, encumbering, or disposing of any of said household goods and furniture or said personal property, and that the same issue without the bond required by law, as she is unable to furnish a bond; and that she be granted reasonable alimony by the Court, and that the Court order the same property sold and applied to the payment of said alimony. She further asks that upon the final hearing of this case she be granted a complete divorce from the defendant and that she be restored to her maiden name of Emily St Athens and for all proper relief.

J. M. Kennedy, Attorney for Plaintiff.

The State of Ohio, Union County ss.

Emily Blummuschine, being first duly sworn says the facts and allegations of the foregoing petition are true,

her
Emily X Blummuschine
mark

Sworn to and subscribed by the said Emily Blummuschine, before me this 17th day of September, 1902, (Seal) J. M. Kennedy, Notary Public.

Indorsed:-

A temporary injunction is allowed in this cause until the further order of Court, and without bond. Duncan Dow Judge of Court of Common Pleas.

8116 Precipe

To the Clerk:- Issue summons indorsed injunction allowed, and copy of this petition to Sheriff of Union County for Adam Blumenschine, charge impotency and cruelty. and divorce prayed for. J. M. Kennedy, Atty.

8116 Summons

On Sept. 18th, 1902, the following Summons was issued:-
The State of Ohio, Union County ss. — To the Sheriff of the County of Union:-
You are commanded to notify Adam Blumenschine that Emily Blumenschine has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with cruelty and abuse etc, and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of Court next ensuing and six weeks from and after the service of this writ. You will make due return of this summons on the 29th day of Sept. A.D. 1902. Witness my hand and the seal of said Court at Marysville, this 15th day of Sept. A.D. 1902. (Seal) Chas. C. Pettorwood, Clerk
Indorsed:- Injunction allowed.

Sheriff's Return.

Received 5 o'clock P.M. on the 18th day of September, A.D. 1902, and on the 19th day of Sept. A.D. 1902, I served the same upon the defendant by personally handing him a true copy thereof together with a certified copy of the petition in this case.
Sheriff's Fees:- $1.82.

S. F. Burnham, Sheriff.
By Allen Hamer, Deputy.

8116 Entry

On January, 6th, 1903, the following Entry was filed:-
Emily Blumenschine
Vs.
Adam Blumenschine

Court of Common Pleas, Union County, Ohio,
Jan. 6th, 1903.

This day this cause came on for hearing on the petition of the plaintiff, and the Court being duly informed in the premises and having heard the evidence of the witnesses do find for the plaintiff as follows, towit:-
1st. That said parties were married as alleged in the petition.
2nd. That the defendant has been duly served with summons, and a copy of the petition.
3rd. That the defendant was impotent as alleged in the plaintiff's petition.
The Court further find that each party shall have an equal one half part of the property hereinafter mentioned, towit:- Two beds, two rocking chairs, nine common chairs, two tables, one cook stove, one heater, one cupboard, one stand, three carpets, one wash stand, one dresser, one sewing machine, one horse and buggy, one colt, one cow, and if either elects to take any of said property, the other is to have, either each to the value of the one half taken. It is found also by the Court that one rocking chair, 23 of the chickens taken by the defendant, belongs to the plaintiff and that she is entitled to the same outside of the property mentioned above.
It is therefor considered ordered and adjudged by the Court that the plaintiff have a complete divorce, each party released of the obligations thereof, and that the plaintiff be restored to her maiden name of Emily Watkins, and that each party pay one half of the costs of this action.

Attest: Chas. C. Pettorwood, Clerk.

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No. 4

No. 44 ordered of Johnson & Watson —