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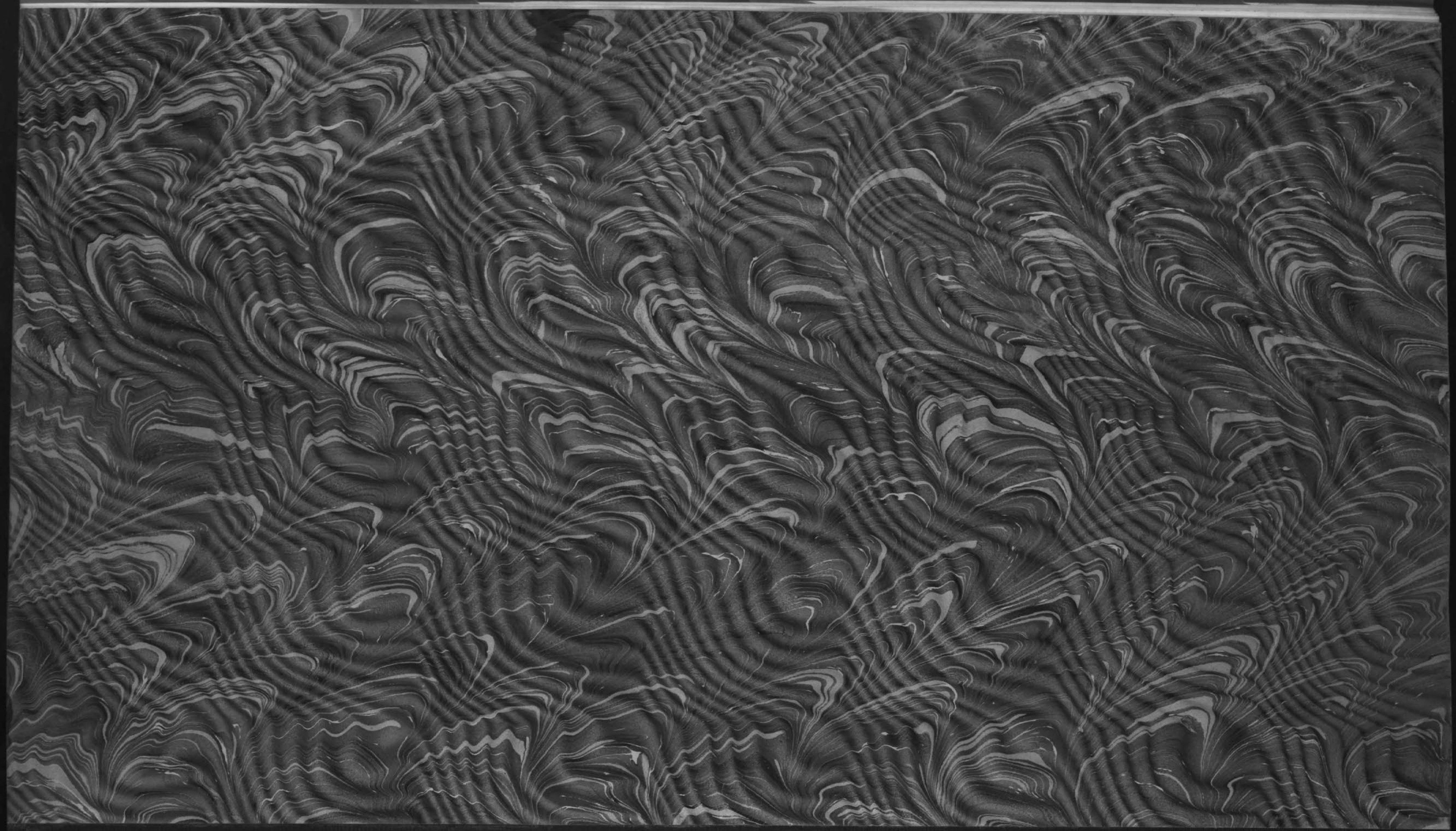
A B C D E F G H I J K L M Mc N O P Q R S T U V W Y Z



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Sawyer Emory F.	"	Emanual L. Price	140
Shields L. Louise	"	Gamble Shields	279.
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Scott Sarah	"	Scott John W.	430
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The Farmers Bank	"	Stout C. L. et al.	464
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The Southern Ohio Loan & Trust Co.	"	Howard Anna et. al.	507
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		Defendants		Plaintiffs	
le	135	The C.C.C. St. L. R.R. Co.	adv	George Beecher	20
l	144	Tallman Ezra	"	J. E. Howe	84
	157	The Village of Richwood	"	F. O. Pinney	113.
	159	Taylor William B	"	Anna C. Taylor	157
	162.	The Village of Milford Center Ohio	"	C.C.C. & St. L. R.R. Co	164
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	236	The C. C. C. & St. L. R.R. Co	"	Davis A. L.	333
	285	The estate of Gideon Liggett et. al.	"	Liggett Martha admrx.	370
	436.	Turner Solomon	"	Lee Henry R.	386.
	438	Tway Chas. W.	"	Milford Centre Bank	391
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	451	Thompson Robt. M. et. al.	"	The Union Banking Co.	436
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Wheeler Abbie N. Guard &c.	"	Fillon J. N. Treas. &c.	498
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Defendants		Plaintiffs	
Wilcox Andrew Jackson	Adm	Syvannah Wilcox	31.
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Wife Sarah et. al.	"	Wife David Exec.	489
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7906.
Petition

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Legal Notice.

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 Honorable Duncan Dow Judge of the term April towit:- On April 22nd 1901. Be it remembered that heretofore towit: On Jan. 21st, A.D. 1901. The following petition was filed at the Clerks office of said Court by Deva J. Foreman Vs Henry H. Foreman towit:-

7906. Petition

Deva J. Foreman.
Vs
Henry H. Foreman.

Court of Common Pleas, Union County Ohio.
Petition.

Your petitioner respectfully represents 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 Ohio. That on the 12th day of Aug 1896 she was married to the defendant whom she prays may be made a party hereto. The plaintiff further says that said defendant has been guilty of gross neglect of duty for a long period of time unholly neglecting and refusing to furnish her a home and the necessaries of life. That on or about the 7th day 1898, said defendant in order to obtain her signature to a deed of their little home of 25 3/4 acres of land did represent to her that he wanted to sell the same in order to purchase another home, while in fact his object was to defeat her in her rights in the same he procured the money for the same, and immediately abandoned her and left her destitute of any means of support whatever and has for all the time since July 1898 unholly neglected and refused her any aid or support whatever neither providing a home or any of the necessaries of life. Plaintiff therefor prays for a complete divorce from the defendant and for reasonable Alimony and that she be restored to her former name of Deva J. Potts and that she recover her cost taxed at $

Deva J. Foreman,
by J. M. Kennedy, Attorney.

Deva J. Foreman. Court of Common Pleas. Union County Ohio.
Vs
Henry H. Foreman
Affidavit

Deva J. Foreman being first duly sworn says she is the plaintiff in the above entitled case and that service of summons cannot be made upon the defendant in the State of Ohio, that said defendant is at present a resident of the State of Illinois and that the above is a case authorized by the statute of Ohio for publication of service.

Deva J. Foreman

Sworn to and subscribed by the said Deva J. Foreman before me this 19 day of January A.D. 1901.

A. C. Welch J.P.

7906 Legal Notice.

April 22nd 1901. The following Legal Notice filed
The defendant. Henry H Foreman. a resident of Melvin, Ford County Illinois, will take notice that the plaintiff Deva J. Foreman. on the 21st day of January 1901, filed her petition in the Court of Common Pleas of Union County. Ohio being No 7906, praying for a divorce and alimony from the defendant. Said cause will be for

hearing after six weeks publication of this notice
Ilva J. Foreman
by J.M. Kennedy her Attorney.

7906 Proof Publication — April 22nd. 1901. Proof of Publication filed:-
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 Jan 23, 1901. W.O. Shearer.
Sworn to and subscribed before me this 22 day of April 1901.
Printers fees. $3.00 (seal)
Chas Penhorwood Clerk

7906 Entry. — April 22nd 1901. The following Entry filed:-
Ilva J. Foreman
Vs
Henry H. Foreman.
Court of Common Pleas, Union County Ohio.

This day this cause came on for hearing upon the petition of the plaintiff and the defendant being in default for answer the Court being fully advised in the premises. after hearing the testimony of the plaintiff and witnesses do find for the plaintiff. That they were married as stated in the petition. that she was a bonified resident of Union County, Ohio. That due notice of the filing and pendency of said petition had been served upon the defendant by publication in the Marysville Tribune a news paper of general circulation in said County.
All questions of alimony as claimed in said petition was dismissed by the plaintiff without prejudice. It is therefore considered & ordered and adjudged by the Court that the plaintiff be granted a complete divorce from said defendant each party being released from the obligations thereof and that she recover her cost herein taxed at $8.00
Attest
Chas Penhorwood Clerk.
By Minnie Penhorwood Deputy.

7982. Petition

Attorney.

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Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow Judge of said Court of the term of April to wit. On the 6th day of May 1901. Be it remembered that heretofore to wit: On the 19th day of Mar 1901. Maggie Fuller filed in the Clerks office the said Court of Common Pleas. the following Petition against Benjamine F Fuller. to wit:-

7982.
Petition

Maggie Fuller — In Court of Common Pleas, Union County, Ohio.
vs.
Benjamin F Fuller.

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union in said state. On the third day of august A.D. 1899 at the village of Richwood in said County, she was married to the defendant. No children have been born of said marriage. The plaintiff has always conducted herself as a dutiful wife towards the defendant; but he has, in disregard of his marital duties been guilty of extreme cruelty toward her in that on or about the 24th day of December, A.D. 1900 he caught hold of plaintiff and violently jerked and shook her, and with great force set her down into a chair severly bruising and injuring her right side, and then and there used profane and abusive language towards her: and again on or about the latter part of the month of October A.D. 1900. while plaintiff was sick and unable to care for herself and attend to her household duties, defendant discharged plaintiffs hired girl, and said to plaintiff that he would not work to support her and would put her upon the County meaning that he would have her placed in the County Infirmary to be there supported as a pauper. The defendant has, in violation of marital obligations, been guilty of gross neglect of duty towards plaintiff in that on or about March 17th A.D. 1900. he left plaintiff without any provisions or money for her support and while she was confined to her bed with sickness, and without telling her that he was going, and remained away until June 16th, 1900. and during such absence made no provision whatever for the support of plaintiff and had no communication with her: and on or about the 24th day of December, A.D. 1900. he left plaintiff unprovided for and has not since returned or offered to return to live with her. Defendant has been guilty of further gross neglect of duty in that plaintiff needed clothing and he has furnished her nothing but two calico dresses: and has ever since their said marriage failed and willfully neglected to provide plaintiff with the common necessaries of life, although abundantly able to do so, so that plaintiff has been compelled to support Herself and her child eight years of age by her own efforts and means, which are not sufficient, because of his idleness and profligacy. Wherefore, plaintiff prays that she may be divorced from defendant and may be restored to her former name, Maggie Funk, which she bore as the widow of Fred Funk, deceased, and such other relief as to the Court may seem proper and equitable.

Miller & Wagers Atty's for Plaintiff

Mar 9th 1901. The following Precipe filed.

7932 Precipe — To the Clerk.

Issue summons for the defendant in the above entitled action with a certified copy of the petition, directed to the Sheriff of Union County, Ohio, and make it returnable according to law.

Miller & Wagers. Attys for Plaintiff

7932 Summons — Mar 19th, 1901. The following Summons issued:-

The State of Ohio, Union County, ss

You are commanded to notify Benjamin F Fuller, that Maggie has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with Extreme cruelty & 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 ensueing, and six weeks from and after the service of this writ.

You will make due return of this Summons on the 1st day of April A.D. 1901. Witness my signature as Clerk of said Court of Common Pleas, and the seal of said Court, at Marysville this 19th day of March A.D. 1901. (Seal) Chas C Penhorwood. Clerk.

7932. Return — Mar 22nd. 1901. The following Sheriff's Return, filed:-

The State of Ohio, Union County, ss.

Received this writ March 19th A.D. 1901. at 9 o'clock A.M. and served same by delivering to Benjamin F Fuller personally a true copy of this writ, together with a certified copy of petition March 20th 1901.

Service & Return $,60 Mileage $3,20 Copy $,10 Total $3,90

S. F. Burnham Sheriff.

By Allen Haines Deputy.

7932. Entry — May 6th 1901. The following Entry filed

Maggie Fuller

Vs — Court Common Pleas, Union County Ohio.

Benjamin F Fuller

This cause came on for hearing this 6 day of May. A.D. 1901. and the Court find that the defendant on the 20th day of March, 1901. was duly served with summons and a copy of the petition herein and that he is in default for answer and demurrer thereto. The Court further find upon the evidence adduced that the facts stated in said petition are true and that the defendant has been guilty of extreme cruelty and gross neglect of duty towards the plaintiff in the manner and form alleged in her said petition herein

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Maggie Fuller and Benjamin F. Fuller be. and the same hereby is, dissolved, and both of said parties are released from the obligation of the same. It is further ordered that the plaintiff be. and she hereby is. restored to her former name of Maggie Fink, and that she pay the costs of this proceedings. taxed at $ and recover the same off the defendant, and judgment is accordingly rendered against him in her favor therefor. Attest Chas C Penhorwood Clerk.

By Minnie Penhorwood Deputy.

7915 Petition — Pe… Fer… Hon… Apri… the… Ple… Eth… John… resi… a bo… defe… Nove… Fan… John… stan… as … of a… and… tho… Whi… def… Chi… and… All… Fer…

7915 Precipe — defe…

7915 Summons — To… John… Coun… cop… abo… hav… Sa…

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 Honorable Lureau Vorhes Judge of said Court of Common Pleas. of the term of April Towit:- On the 22" day of April 1901. Be it remembered that heretofore towit: On the 13th day of Feb. 1901. Etta Gibson filed in the Clerks office the said Court of Common Pleas the following petition against John Gibson towit:-

7915
Petition

Etta Gibson
Vs
John Gibson

Court of Common Pleas. Union County Ohio.

Now comes the plaintiff herein and says that she has been a resident of the State of Ohio for the year last past. and that she is now a bona fide resident of the County of Union aforesaid. That she and the defendant herein were married at Byhalia in this County 14th day of November. 1895 and of said marriage two children were born one of which Fay Gibson age 8 years is still living. and that. The defendant herein John Gibson has been willfully absent for three years last past. notwithstanding this plaintiff was ever ready to live with said defendant as his dutiful wife. The said defendant is a strong healthy young man of about 25 years of age and could have earned a living for this plaintiff and their child. aforesaid. but he has wholly failed to do so for more than three years last past.

Wherefore this plaintiff prays that she be divorced from the said defendant. that she be decreed the custody and care of the said minor child. Fay and that she be decreed a reasonable amount of Alimony and such other relief as equity may require.

H.C. Spicer S.W. Van Hinkle Atty's for Pltff

State of Ohio. Union County Ohio. ss

Etta Gibson being duly sworn says that the statements and allegations made in the foregoing pleadings are true as she verily believes

Etta Gibson

Subscribed to and sworn before me this the 3rd day of December 1900.

H.C. Spicer. Notary Public

(seal)

7915
Precipe

Feb 13th 1901. The following Precipe filed.

To the Clerk of the Court.

You will please issue summons and a copy of this petition for the defendant to the Sheriff of Crawford County O.

H.C. Spicer Atty.

7915
Summons

Feb 13th 1901. The following Summons issued

The State of Ohio. Union County ss.

To the Sheriff of the County of Crawford. You are commanded to notify John Gibson that Etta Gibson 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 that she have custody of minor 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 25th day of
February. A.D. 1901.
Witness my hand and the seal of said Court at Marysville this 13th
day of February A.D. 1901. Chas Penhorwood Clerk.

7915
Return

February. 20th. 1901. The following Return filed
The State of Ohio. Crawford County ss.
Received 8 o'clock a.m. on the 14 th day of February A.D. 1901 and
on the 18 day of February A.D. 1901. I served the same, upon the defendant
by personally handing to him a true copy thereof together with a
certified copy of the petition in this case.
Service $,50 copy $,24 Mileage $3,29 docket $,25) Chas Vonnner Sheriff
Return $,25 Total $4,74) By C.F. Vonnner. Deputy.

7934
Petition

7915.
Entry.

Etta Gibson
Vs. Court of Common Pleas State of Ohio Union County ss
John Gibson

Now comes the plaintiff, and the defendant having been duly
served with summons and a copy of the petition herein, and having
failed to appear, the Court find him in default for answer and demurrer
to said petition and find that the allegations thereof are confessed
by him to be true. The Court also find that the plaintiff, at the time
of filing her petition had been a resident of the State of Ohio for one
year next preceding the same, and was at that time a bona fide
resident of the County of Union and that the parties hereto were married
as in the petition set forth. The Court further find upon the evidence
adduced that the defendant have been guilty of Wilful abence for
the year last past at the time of filing the 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 Etta Gibson and John Gibson
be and the same hereby is dissolved and both parties are released from
the obligations of the same. It is further ordered that the custody care
education and control of the said Minor child of the parties hereto
be until further order confided to said Etta Gibson exclusively:
And the John Gibson is hereby enjoined from interfering in any manner with
with the said child or with Etta Gibson in her Custody of them and from
visiting said child until further order of Court
It is further ordered and adjudged that the defendant pay to the plaintiff
as her reasonable alimony in money the sum of One hundred dollars
payable at once. and in default of such payment for three days.
Execution is allowed to issue therefor.
It is further ordered that the plaintiff recover from the defendant
her costs of this action.
Attest
Chas Penhorwood Clerk.
Minnie Penhorwood Deputy.

7934.
Legal Notice.

Plear 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 Honorable Duncan Dow Judge of said Court of Common Pleas of the term of April towit:- July 1st 1901. Be it remembered that heretofore towit:- on the 29th day of Mar. 1901. Martha J Robinson filed in the Clerks office of the said Court of Common Pleas. the following Petition against Robert L. Robinson. towit:-

Martha J. Robinson.

7934 Petition

vs Court of Common Pleas, Union County Ohio. ss

Robert L. Robinson

Now comes the plaintiff Mathera J. Robinson:- and says that she is a bona fide resident of Union County and State of Ohio for more than one year last past. and that she was lawfully married to the defendant Robert L. Robinson on the 11th day of November 1886 at the plaintiffs home in Jerome Township of said County and State.- and from said union was born two children in lawful wedlock. to-wit. Hazel Bell Robinson- Thirteen years old last past. and Maud May Robinson Eleven ~~years old~~ past. The plaintiff further says that she was a faithful and true wife in every respect toward the said defendant.

The plaintiff further says that on or about the 24th day of January 1897. the said defendant Robert L. Robinson left the said plaintiff- without any cause whatever.- and his whereabouts or place of residence is unknown to said plaintiff. The said defendant, has never furnished any support whatever to said plaintiff or the children and that said plaintiff has kept herself and family by her labor and means-

The plaintiff does hereby ask the Custody and care of said children.

Therefore the plaintiff asks the Court that she be divorced from the defendant Robert L. Robinson. on the grounds of Wilful absence for more than three years - and the care and custody of said children. and reasonable Alimony. and for all other proper relief.

Robinson & Woodburn. Attys. for Plaintiff.

State of Ohio, Union County Ohio.

Martha J. Robinson being duly sworn doreth and says that the alligations made in her foregoing petition are true as she verily believes

Martha J. Robinson.

Sworn to before me and signed in my presence this 29th day of March 1901.

Seal

Leondas Piper. Notary Public.

7934. Legal Notice.

July 1st 1901, The following Legal Notice filed.

The defendant Robert L. Robinson will take notice that on the 29th day of March. 1901. the plaintiff. Martha J. Robinson. filed her petition in the Court of Common Pleas, Union County Ohio. asking to be divorced from said defendant and the care and custody of her two children. Hazel Bell Robinson and Maud May Robinson, and for alimony and other proper relief, and this said cause will be for hearing on and after the 13th day of May. 1901.

Robinson & Woodburn.

Attys for Plaintiff.

7994
Proof of Publication

The State of Ohio, Union County ss:
The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune." a newspaper of general circulation in the County of Union, the first publication beginning with April 3" 1901.
(seal)
W. O. Shearer
Sworn to and subscribed before me, this 1st day of July 1901.
Chas Penhorwood. Clerk.

Printers fees. $3 50

7934.
Entry.

July 1st 1901. The following Entry filed.
Martha J. Robinson.
vs. Court of Common Pleas. Union County Ohio.
Robert L. Robinson.

Now comes the plaintiff and the defendant having been legally summond by publication. and having failed to appear, the Court find defendant in default for answer and demurrer to said petition. and find that the allegations thereof are confered by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same. and was at the time a bona fide resident of this County of Union. and that the parties here-to 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 from the filing of petition - as set forth in said petition. and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Martha J. Robinson and Robert L. Robinson 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 furthe order confided to the said plaintiff exclusively. and the defendant is hereby enjoined from interfering in any manner with either of said children or with the plaintiff. in the custody of them and from visiting said children until further order of Court. It is further ordered and adjudged by the Court that the defendant pay to the plaintiff as her reasonable Alimony in money the sum of One hundred dollars with in Thirty days from July 1st 1901. and in default of any said payment for three days after the time order by Court for the payment of same. execution is allowed to same therefor.

Attest
Chas Penhorwood Clerk.
Minnie Penhorwood. Deputy.

7928.
Petition

7928.
Affidavit.

Plea 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 Honorable Duncan Kerr Judge of the said Court of Common Pleas and for the term of April to-wit:- On the 24th day of April 1901. Be it remembered that heretofore to-wit:- On Mar 2. 1901. Rosella Martain filed in the Clerks office at the said term of Court of Common Pleas, the following petition against George A. Martin. to-wit:-

Rosella Martin.

7928. Petition — Vs. Court Common Pleas, Union County. Ohio.

George A. Martin.

That she has been a resident of the State of Ohio for the year last past, and has been a bona fide resident of the County of Union. On or about the 16th day of February 1896 she was married to the defendant The following child (besides one deceased) was born of such marriage to-wit:- George Martin aged Four years the 16th day of February 1901. Plaintiff says for more than two years last past the defendant has willfully neglected to provide plaintiff and their said child with the common necessaries of life so that plaintiff has been compelled to rely on the charity of friends and her own exertions to support herself and the said child George Martin, because of his idleness profligacy and dissedation. That while this plaintiff and said defendant resided in the town of South Bend, State of Indiana, and while the said defendant was in good health and well able to work and provide for the necessary wants of this plaintiff he abandoned plaintiff and their said Children and has not provided any thing in any for said plaintiff or their said children, and since he so abandoned plaintiff so aforesaid has not let this plaintiff know of his whereabouts: And since said time this plaintiff has by the aid of her labor and the assistance of friends, by reason of the defendants said neglect, maintained herself and their said children. Wherefore plaintiff prays that she may be divorced from the said defendant and that she may be decreed to have reasonable alimony. the custody of said child George Martin and for such other relief as is proper.

D. W. Ayers Atty for plaintiff.

State of Ohio. Union County ss.

Rosella Martin being first duly sworn says that the facts stated and allegations made in the foregoing petition are as she believes true.

Rosella Martin.

Sworn to before me and signed in my presence this 2nd. day of March 1901. Seal W. H. Tittworth. Notary Public.

7928. Affidavit. Mar 2" 1901. The following Affidavit filed

Rosella Martin

Vs. Court of Common Pleas, Union County Ohio.

George A. Martin.

Rosella Martin plaintiff being first duly sworn says. that service of summons can not be made in this State and the defendant George A Martin. and that the residence of the said George A. Martin is unknown to plaintiff and that the cause is one of those

in section five thousand and forty eight of the Revised Statutes of Ohio
Rosella Martin.

Sworn to before me and signed in my presence by the said Rosella Martin this 2nd day of March 1901.
Seal
W.M. Tilworth. Notary Public.

7928. Legal Notice.

April 22nd 1901. The following Legal Notice. filed.
George A. Martin. whose place of residence is unknown, will take notice that on the 2d. day of March. 1901. Rosella Martin filed in the Court of Common Pleas of Union County. Ohio. praying a divorce from said George A Martin, on the ground of Gross neglect of duty. and for alimony to be charged on defendant's real and personal estate, and the custody of their child. George Martin. and that said cause will be for hearing on and after the 16th day of April. 1901.
Rosella Martin. By D.W. Ayers. her attorney.

7911 Petition

7928. Proof Publication

Mar 22. 1901. The following Proof of Publication filed.
The State of Ohio, Union County, ss.
The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune." a newspaper of general circulation in the County of Union, the first publication beginning with March 6, 1901.
W.O. Shearer.
Sworn to and subscribed before me this 22. day of April 1901.
Seal
Chas Reinhorwood. Clerk.
Printer's fees. $3.00

7928. Entry.

April 24th 1901. The following Entry filed.
Rosella Martin — Court of Common Pleas, Union County, Ohio.
Vs.
George A. Martin. — April 24th 1901.

Now came the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the Court find him in default of answer and demurrer to said petition. and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and willful absence, and 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 Rosella Martin and the said George A. Martin be. and the same hereby is, dissolved and both parties are released from the obligation of the same. It is further ordered that the custody of the minor child be until further order of the Court confided to the plaintiff exclusively. It is further ordered and adjudged that the defendant pay to the plaintiff as hereinafter alimony in money the sum of $300. payable one half in 6 mo. and one half in one year: and in default of such payment for three days execution is allowed to issue therefore. It is further ordered that the plaintiff recover from the defendant her costs herein expended.
Attest Chas C Reinhorwood Clerk. By Minnie Reinhorwood. Deputy.

7911 Precipe

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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 Honorable Duncan Dow. Judge of said Court of Common Pleas, and for the term of April towit:- On the 23" day of April 1901. Be it remembered that heretofore towit:- On Feb 2nd 1901 William H. Conklin filed in the Clerks office at the said term of Court of Common Pleas. the following petition against Emma F Conklin. towit:-

William H. Conklin.

7911 Petition

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

Emma F. Conklin.

Plaintiff says that he has been a resident of the State of Ohio for the year last past and is now a bona fide resident of the said County of Union. That he was married to the defendant on the 16" day of August, 1896, at Unionville Center in said County.

That Otis F. Conklin, a boy 2 and 1/2 years old, is the issue of said marriage. That Laura May Conklin a girl 10 months old was born during said wedlock to the defendant. That the defendant committed adultery at the residence of this plaintiff in said Unionville Center with one Louis Page on or about the 28" day of July 1899, and again on or about the 21" of August, 1899, and at divers other times between said dates, and again on or about the 1" of November, 1899, and again on or about the 10", of November, 1900. and again on or about the 3", of December, 1900. and again on or about the 21" of December, 1900. and at divers other times and places running through a period of two years last past.

The plaintiff further says that the defendant is a woman of vitios and vulgar habits and is wholy unfit for the care and custody of said child. The plaintiff therefore prays that he may be divorced from the said defendant, Emma F Conklin, that the marriage contract heretofore existing between them be annulled, that he may be decreed the custody of the said child and for such other relief as may be just and equitable.

James E. Robinson
Wm E. Hoops Atty's for plaintiff

The State of Ohio, Union County. SS.

William H. Conklin, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true, as he verily believes.

William H. Conklin.

Sworn to before me and subscribed in my presence this this 2" day of February, 1900. Wm Healy

Chas Pendlewood. Clerk of the Court.

7911 Precipe

To the Clerk of the Court:

Issue Summons together with a copy of the petition directed to the Sheriff of Union County. and make same returnable according to law.

James E. Robinson. Atty- for Plaintiff.

7911. Summons

The following Summons issued Feb 2nd. 1901.

The State of Ohio, Union County, ss.

To the Sheriff of the County of Union.

You are commanded to notify Emma F. Conklin that William H Conklin 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 adultery, and asking that he be divorced from her and that he have custody of minor child and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons, on the 11th day of Feb. A.D. 1901.

Witness my hand and the Seal of said Court at Marysville this 2nd. day of Feb. A.D. 1901.

{Seal} Chas C Perkinwood. Clerk.

7911 Return

Feb 4th 1901. The following Return filed.

Received at 4 oclock P.M. on the 2nd day of February A.D. 1901. and on the 4th day of February A.D. 1901, I served the same upon the defendant by delivering to her personally a true copy thereof together with a certified copy of the petition in this case.

Service $.30 Copy $.10 Mileage $.16 Return $.30 Total $.86

S.F. Burnham Sheriff.

7911 Answer and Cross Petition

Feb 4th 1901. The following Answer and Cross Petition filed.

William H. Conklin

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

Emma F Conklin.

Defendant says she admits the marriage and residence and birth of the child Otis F. Conklin and denies each and every other allegations therein contained. For further answer and cross petition. defendant says they had another child born to them in lawful wedlock. Laura May April 15, 1900, who is now living and under the charge and care of the defendant.

Defendant further says that for the last three years or more said plaintiff has been guilty of gross neglect of duty and extreme cruelty toward the defendant and their children failing to provide necessary food. clothing, and failed to keep them comfortable and the defendant has been compelled to work wherever she could get work and care for her children and the plaintiff, although the plaintiff was a man of excellent health and able to work to supply all the necessaries of life.

The plaintiff is a man of vicious and violent temper and has often been cruel and abusive and has frequently during their married life struck beat and ill-treated the defendant and would curse and swear abuse and illtreat the defendant without any cause whatever. That on or about the 12" day of January 1901. said plaintiff drove the defendant and his minor child Laura May who is nursing at the Mother breast from his home and her home cursing and abusing

7911 Notice.

7911 Motion

her because she would not live in a state of adultery with other men and make money to support herself and plaintiff.

Defendant says that the plaintiff is wholly unfit to care for said minor children from his vicious habits of cursing swearing and using vulgar and abusive language in their presence and from his lazy, idle, and worthless habits, he would not furnish them the necessaries of life, but would cause them to suffer for food, fuel, and proper raiment.

Plaintiff further says that on Jan 31st 1901. she returned to her home to get some of her clothing she found the said Otis D. Conklin the child mentioned in said petition covered with filth and dirt and almost naked although the tempature was almost down to Zero. and the plaintiff absolutely refused to allow the defendant to take the child so that she might wash and dress said child and make him comfortable. Defendant therefore prays that upon the final hearing of this case she be granted a divorce from the Plaintiff the custody, care and controll of said minor children and plaintiffs petition be dismissed, and that she be allowed reasonable alimony for the support of said minor children and for all proper relief in the premises:

J.M. Kennedy Atty for Def.

The State of Ohio, Union County. ss.

Emma F. Conklin being first duly sworn says the facts and allegations, of the answer and cross petition are as she believes true.

Emma F. Conklin.

Sworn to and subscribed by the said Emma F. Conklin this the 4th day of Feb. 1901. J.M. Kennedy. Notary Public.

Feb 4th 1901. The following Notice filed.

7911 William H. Conklin

Notice. vs Court Common Pleas, Union County Ohio

Emma F. Conklin.

The Plaintiff will take notice that the defendant Emma F. Conklin will on the 6th day of Feb. 1901, or as soon thereafter as the same can be heard, apply to the Honorable Duncan Kerr Judge of the Court of Common Pleas, of Union Co. at the Court House at Marysville, Ohio for alimony pending said suit the same will be supported by affidavits and otherwise.

J.M. Kennedy. Atty for Def.

Feb 4th 1901. The following Motion filed.

7911 William H. Conklin

Motion vs Court of Common Pleas, Union County Ohio.

Emma F. Conklin

Now comes the defendant and moves the Court to allow her reasonable alimony pending said suit to support herself and minor child Laura May Conklin during the pendancy of said suit and for the purpose of paying the expence of said suit as she is wholly without any means of support and driven from home by the Plaintiff and has the charge care and support of said minor child Laura May Conklin. Witness my hand this the 4th day of Feb. 1901. Emma F. Conklin.

J.M. Kennedy. her atty

Feb 7th 1901. The following Motion filed.

7911 Motion

William H. Conklin
vs. Court of Common Pleas, Union County, Ohio.
Emma F. Conklin

Now come the plaintiff, William H. Conklin, by his attorneys and moves the Court to require the defendant to seperately state and number her different causes of action.

James E. Robinson
William T. Hoopes Attys fa plaintiff

7863 Petition

Feb 7th 1901. The following Entry filed.

7911 Entry

William H. Conklin
vs. Court Common Pleas, Union County, Ohio.
Emma F. Conklin.

This day this cause came on to be heard upon the motion of the defendant for Alimony pending said suit, and the Court after hearing the testimony thereon do find for the defendant.
It is therefore ordered and adjudged, by the Court that the plaintiff within ten days from this order pay to the defendant or her attorneys twenty five dollars as alimony. Pending said suit. Approved.

James E. Robinson Atty for Plty.
J. M. Kennedy. for Def.

April 22" 1901. The following Entry filed

7911 Entry.

William H. Conklin
vs. Court Common Pleas. Union County, Ohio.
Emma F Conklin.

This cause came on this day to be heard on the petition, the answer of the defendant Emma F Conklin, and the evidence now on consideration thereof the Court find that the plaintiff at the time of filing his petition has 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 adultery and that by reason thereof the plaintiff is entitled to a divorce, as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Wm H. Conklin and Emma F. Conklin 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 and education and control of the child, Otis F. Conklin be, until the further order, confined to the said Wm H. Conklin exclusively, and the said Emma F Conklin is hereby enjoined from interfering in any manner with said child or with the said Wm H. Conklin in his custody of him. And it is further ordered that the custody, care, education, and control of the said child Laura May Conklin be, until the further order, confined to the said Emma F Conklin exclusively, and the said Wm H. Conklin is hereby enjoined from interfering in any manner with said child, or with the said Emma F. Conklin in her custody of her. It is further considered and ordered by the Court that the plaintiff pay the costs of this proceeding and execution is awarded. Attest, Chas. Penhorwood Clerk
by Minnie Penhorwood. deputy

7863. Precipe

7863. Summons.

Plea 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 Honorable Duncan Dow. Judge of the said Court of Common Pleas, and for the term of April to-wit:- On the 18th day of April. 1901, Be it remembered that heretofore to-wit:- On Dec, 27th, 1900. Fannie E. Lowe filed in the Clerks office at the term of Court of Common Pleas the following Petition. against William H Lowe. to-wit:-

7863 Petition

Fannie E. Lowe
Vs Court Common Pleas. Union County Ohio.
William H. Lowe.

Plaintiff has been a resident of the State of Ohio for the year last past, and claims a bona fide residence in the County of Union. Once about the 16th day of December, 1898. at Magnetic Spring. Ohio. she was married to defendant. No children have been born of said marriage.

Ever since their said marriage defendant has failed and willfully neglected to provide plaintiff with the common necessaries of life. so that she has been compelled to live upon the charity of her friends and her own exertions, because of his idleness and indolence: and plaintiff says that this her cause of action arose in said County of Union. The defendant has no personal property, but owns jointly with plaintiff the following described real estate, to wit:-

Situated in Washington township. Union County, Ohio. and in Survey No. 10177. beginning at a stone and tile in the center of the York road and in the westerly line of Napoleon McBride's land, formerly owned by A. G. Youkum. Thence with said line N. 12 degrees E. 40. 20 poles to a cut stone set by David Meade Massie; thence with another of said McBride's lines S. 48 degrees 10 minutes E. 45. 36 poles to a cut stone in the center of said road; thence S. 78 minutes W. 43. 20 poles to the place of beginning. Containing 4. 95 acres of land. more or less.

Wherefore plaintiff prays that she may be divorced from the defendant, and may be restored to her maiden name. and such other relief as is equitable and proper.

Miller & Wagers Atty's for Plaintiff

Dec 27th 1900. The following Precipe filed

7863. Precipe

Fannie E. Lowe
Vs Court Common Pleas. Union County Ohio.
William H. Lowe.

Issue summons in the above entitled case directed to the Sheriff of Delaware County, Ohio. for the defendant. William H. Lowe, returnable according to law. and accompanied by copy of petition.

Miller & Wagers.
Atty's for Plaintiff.

7863. Summons.

Dec. 27th 1900. The following Summons issued

The State of Ohio, Union County. ss
To the Sheriff of the County of Delaware.

You are commanded to notify William H. Lowe that Fannie E. Lowe. 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 failure to provide. and asking

that she be divorced from him, and for other relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and the service of this writ.

You will make due return of this summons, on the 7th day of Jan A.D. 1901. Witness my hand and the Seal of said Court of Marysville. this 27th day of December A.D. 1900.

Seal Chas C Penhorwood. Clerk.

7863. Return

Jan 4th 1901. The following Return filed.

The State of Ohio. Delaware County ss

Received 9 o'clock A.M. on the 28, day of December A.D. 1900. and on the 2nd day of January A.D. 1901. I served the same upon the defendant by leaving for him at his usual place of residence a true copy thereof together with a certified copy of the petition in this case.

Service $.50 Copy $.25 Mileage $.28 Docket $.10 Jacob M. Schaffner. Sheriff.
Return. $.10 Postage $.04 Total $ 3.87.

7863 Entry

April 22nd 1901. The following Entry filed.

Fannie E Love
Vs Court Common Pleas Union County. Ohio
William H. Love.

"This cause came on for hearing this 18th day of April. A.D. 1901, and the Court find that the defendant on the second day of January, 1901, was duly served with summons and a copy of the petition herein and that he is in default for answer or demurrer thereto. The Court further find upon the evidence adduced that the facts stated in said petition are true and the defendant has been guilty of gross neglect of duty towards the plaintiff in the manner charged in said petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Fannie E. Love and William H. Love be, and the same hereby is, dissolved, and both of said parties are released from the obligations of the same. It is further ordered that the plaintiff be, and she hereby is, restored to her maiden name of Fannie E. Beard; and that she pay the costs of this proceeding, which she has accordingly done."

Attest
Chas C Penhorwood Clerk.
Minnie Penhorwood. Deputy.

Duncan Kerr. Judge of said Court

7929. Petition.

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial Dirtrict of the Court of Common Pleas in the State of Ohio. before the Honorable Duncan Dow. Judge of the said Court of Common Pleas, and term of April. towit:- On the 1st day of May 1901. Be it remembered that heretofore towit:- On March 16th 1901, Alice Bowers filed in the Clerks office of the said term of Court of Common Pleas, the following Petition against Charles W. Bowers. towit:-

Alice Bowers.

7929. Vs Court Common Pleas, Union County. Ohio.

Petition. Charles W. Bowers.

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

On the 27th. day of November 1884 she was married to the defendant at Richwood. Ohio, which marriage relation still exists.

That Maysie aged 14 years is the only child living, born of such marriage, which child is now with and cared for by the plaintiff. The plaintiff has always conducted herself as a true and faithful wife, but the defendant wholly disregarding his duties as a husband and father, has been guilty of habitual drunkenness for three years last passed.

For a second cause of action the plaintiff alleges that on or about the 29th. day of August 1900. at their home in Richwood Ohio, the defendant was guilty of extreme cruelty toward plaintiff by striking her a violent blow on the face and head, which cut a gash over her left eye and fell her prostrate on the floor, and while in this condition he kicked her several Times in the side, all without any provocation on the part of this plaintiff.

Plaintiff further represents that on or about the first day of November 1899. at their home in Richwood Ohio, the defendant choked her pointed a revolver at her and threatened to kill her and their Child Maysie.

On the 29th day of August 1900. the defendant called plaintiff vile names and threatend to kill her, and on many other occasions defendant has been guilty of extreme cruelty to her by calling her vile names and otherwise abusing her.

Defendant for more than three years last passed, has failed and willfully neglected to provide plaintiff with the common necessaries of life. so that plaintiff has been compelled to live on the charity of friends and her own exertions because of his idleness, profligacy and dissipation.

Plaintiff says that in the month of January 1900. she was sick for over a week during which time defendant neglected to procure a nurse for her or care for her in any way, that he went away from home at this time leaving her without any fire and that she was compelled to appeal to friends for help and assistance.

Plaintiff says that during the month of October last the conduct of the defendant became so unbearable by reason of his cruel treatment, drunkenness and neglect herein set forth that she took

their child and moved to himself.
Plaintiff has not cohabited with defendant since the day of October 1900. Wherefore plaintiff prays that she may be divorced from defendant, and that she may be decreed to have reasonable alimony, the custody of said child and such other relief as is proper.
J.L. Jolliff Atty for Plaintiff.

The State of Ohio, Union County, ss.
Alice Bowers being first duly sworn says the facts stated in the foregoing petition are true as she verily believes.
Alice Bowers.
Sworn to before me and signed in my presence this 15th. day of March (Seal) J.L. Jolliff. Notary Public.

7929. Precipe

Mar. 16th. 1901. The following Precipe filed.
To the Clerk of the Court.
Issue summons together with a copy of the petition directed to the Sheriff of Union County. Ohio, for Charles W. Bowers. defendant herein and make same returnable according to law.
J.L. Jolliff Atty for Plaintiff

7929. Summons

March 16th. 1901. The following Summons issued.
The State of Ohio. Union County. ss
To the Sheriff of Union County. You are commanded to notify Charles W. Bowers that Alice Bowers has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with drunkenness and cruelty, 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 25th day of March A.D. 1901. Witness my signature of our said Court of Common Pleas, and the Seal of said Court, at Marysville. this 16th. day of March A.D. 1901.
(Seal) Chas Kenhorwood. Clerk.

7929. Return.

Mar 18th 1901. The following Return filed
The State of Ohio. Union County. ss Sheriff:- Return.
Received this writ March 16 A.D. 1901. at 9 o'clock A.M. and served same by delivering a true copy of this writ, together with a certified copy of petition to Chas W. Bowers personally. March 16th. 1901.
Service & Return $.60 Mileage. $2.88 Copy $.10 Total $3,58.
S.F. Burnham Sheriff.
By Allen Haines, Dep.

7929. Motion.

April 22. 1901. The following Motion filed
Alice Bowers
vs. Court Common Pleas, Union County, Ohio.
Chas W. Bowers
This day on motion leave of the Court was granted the defendant to file answer herein in thirty days.

7929. Answer.
7929. Entry.

7929.
Answer.

May 1st, 1901. The following Answer filed.
Alice Bowers.
Vs. Court Common Pleas. Union County, Ohio.
Chas W. Bowers.

The defendant herein says that he admits the residence of the plaintiff, date and place of marriage. the birth and age of their said child as set forth in petition of plaintiff but he denies each and every other allegation therein contained viz:- he denies that plaintiff has been a true and faithful wife. and that this habitual drunkard for three years last past. and denies that this defendant without any provocation did cruelly treat plaintiff as set forth in her petition. and denies that he threatened to kill the plaintiff.
defendant says that he provided plaintiff with suitable home and the necessaries of life.
Wherefore he asks that he may go hence without costs.
H.V. Spicer. Atty for defendant.

7929.
Entry.

May 1st, 1901. The following Entry filed.
Alice Bowers
Vs. Court Common Pleas. Union County, Ohio.
Chas. W. Bowers. May 1st, 1901.

This day this cause came on to be heard upon the petition of plaintiff, the answer of defendant and the evidence; and on consideration of the same the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio. for one year next preceding the same and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon evidence adduced that the defendant has been guilty of habitual drunkenness, extreme cruelty and neglect of duty; and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is further ordered and adjudged by the Court that the marriage contract heretofore existing between the said Alice Bowers and the said Chas W. Bowers 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 of the minor child be until further order of the Court confided to the plaintiff exclusively. It is further ordered that the plaintiff pay the costs of this proceeding.
Attest.
Chas Penhorwood. Clerk.
By Minnie Penhorwood Dep.

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 Kenn Judge of the Common Pleas Court, and term of April to wit:- On the 15 day of April 1901. Be it remembered heretofore to wit:- on Jan 7th, 1901, George Beecher filed in the clerks office of the said term of the Court of Common Pleas. the following petition against the C. C. C. & St. L. R. R. Co. to wit:-

George Beecher. Plaintiff-

vs. Court Common Pleas, Union County, Ohio.

7902 The Cleveland, Cincinnati, Chicago.

Petition & St. Louis, Railway Company. defendant-

George Beecher, plaintiff herein says: That the defendant is a railroad company incorporated under the laws of Ohio, and is the owner of a line of railway from Cleveland to Cincinnati, Ohio, and now is and for a long time heretofore has been the operator of this line of railway in and through the said County of Union, Township of Paris, and State of Ohio, - located and passing through the lands of this plaintiff.

Plaintiff claims and estate in and is the owner in fee simple of the following described lands: to-wit:-

Situated in the County of Union, State of Ohio, and in U. M. Survey No, 3351, and bounded as follows:-

Beginning at a stake Fifteen (15) feet from the center of the S. M. & P. R. R. (south) and forty feet east east of the center of the crossing by the "Hinton Road" and Railroad, and in the line of Wm Richey: Thence, with her line and said Hinton Road S. 87 deg, 50 min. E. 72. 9-10 p a stake 15 feet from the center line of said Railroad and in the south side of said railroad: Thence S. 70 deg. 50, min, W. and Fifteen (15) pole from the center of said railroad 78, 12-100 poles to the beginning containing six and one half acres more or less.

That for a long time prior to the beginning of this action, to-wit: for more than twenty years, the defendant, its predecessors and grantors, claimed for its right of way over plaintiffs lands on the south side of its track, more than Fifteen Feet from the center of its track, to wit: the full measure of Thirty Feet, from the center of its track, through plaintiffs above described premises; and the defendant so took possession of and erected its line of fence 30 feet from the center of its said track. on the south side of its track, through plaintiffs above described lands: since which time and for more than twenty one years the defendant its predecessors and grantors, acquiesced in the ownership and possession of plaintiff of said property until up to about the time of the commencement of this action.

7902 Summons

That on or about the 5th. day of January 1901. the defendant, well knowing of the rights and ownership of plaintiff, unlawfully and forcibly entered on said property. against the protest of plaintiff, and took possession of and set a line of stakes thereby designating the new line of fence it proposes to erect, without making any compensation to plaintiff to wit: a strip twenty feet in width next adjoining the property of

the defendant, to wit: a strip twenty feet in width from its original fence line- now claiming- instead of its original claim of its right of way of thirty feet from the center of its said track, fifty feet from its center of track, through and upon plaintiffs above described premises and the said "The Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, is proceeding to take possession thereof interfering with plaintiffs rights and casting a cloud upon his title, to his great and irreparable damage.

Wherefore plaintiff prays that defendant may be compelled to show their interest if any, in said property: that it may be adjudged null, and void, and that plaintiff may be quieted in the title and possession of his said premises, and that and order of injunction issue against the defendant to restrain it from entering upon plaintiffs premises, from taking possession thereof and erecting its fence through plaintiffs said lands, on a line further than 80 feet from the center of its said track, and parallel thereto, and for all proper relief in the premises.

Robt McRoy, Atty for Plaintiff.

The State of Ohio, Union County ss.

George Beecher being duly sworn according to law, says the facts stated and the allegations made in the foregoing petition are true as he verily believes. George Beecher.

Sworn to before me and subscribed in my presence by George Beecher, this 7th. day of January A.D. 1901.

(Seal) Chas Penhorwood Clerk

Endorsed-

The injunction is allowed in the above case until the further order of the Court, upon Plaintiffs executing a bond to the acceptance of the Clerk in the sum of One Hundred Dollars.

Duncan Dow, Judge of Court of Common Pleas.

Jan 7, 1901.

7902 Summons

Jan 7th, 1901. The following Summons was filed.

The State of Ohio, Union County.

To the Sheriff of Union County.

You are commanded to notify The Cleveland, Cincinnati, Chicago & St Louis Railway Company, that they have been sued by George Beecher, in the Court of Common Pleas, of Union County and must answer by the 9th 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 21st day of Jan. A.D. 1901.

Witness my hand and the Seal of said Court, this 7th. day of January A.D. 1901.

(Seal) Chas Penhorwood Clerk.

Endorsed-

In action action for Injunction, Injunction allowed.

7902
Return.

Jan, 2th, 1901. The following Sheriffs Returned filed:-
The State of Ohio. Union County ss.
Received this writ Jan, 7th, A.D. 1901. at 3 o'clock P.M, and served same by delivering a true and certified copy of this writ. with all the Endorsements thereon to Chas F. Foley. personally, agent of the within named defendant Railroad Co. who has charge of the ticket office situated in said County, The Prsident 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 Jan, 7th, 1901.
Service & Return, $.60 Mileage, .16 Copy, .15 Total $.91
S.F. Burnham. Sheriff.
By Allen Haines deputy.

7902.
Entry

Jan 7th 1901. The following Entry was filed.
George Beecher. Court of Common Pleas, Union County, Ohio.
Vs. Order allowing Injunction.
The Cleveland, Cincinnati; Chicago.
and St. Louis Railway. Company.

On motion by the plaintiff. by his attorney, and good cause shown therefor, it is ordered that, on and undertaking being given the sum of One Hundred ($.100.) Dollars. with sureties approved by the clerk of this Court, an Injunction be allowed to issue herein, enjoining the said defendant from "entering upon plaintiff's premises, and from taking possession thereof and erecting its fence through plaintiff's said lands, on a line more than Thirty feet from the center of its said track and parallel thereto." until the further order of this Court.

7902
Motion.

Feb 6th 1901. The following Motion was filed.
George Beecher.
Vs. Court Common Pleas, Union County, Ohio.
The Cleveland, Cincinnati, Chicago
& St, Louis. R.R. Co.

This day came the defendant and move the Court to dissolve the Injunction heretofore. granted in this cause, for the reason that said Injunction was granted without any affidavit therefor being made by plaintiff or his agent or attorney.

Porter & Porter. Atty for Def.

7902
Notice.

Feb, 7th, 1901. The following Notice of filing Amended Petition. was filed.
George Beecher
Vs Court Common Pleas, Union County, Ohio
The Cleveland, Cincinnati, Chicago, & St Louis Railway Co. } Notice of filing amended petition.

The defendant will take notice that, the plaintiff, has this day filed with the Clerk of this Court his amended petition in the above entitled case, No 7902.
Dated February, 7th 1901.

Robt McCrory Atty for Plaintiff
Porter & Porter Atty for Def.

7902.
Amended
Petition.

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7902.
Amended
Petition.

Feb 7th. 1901, the following Amended Petition was filed.
George Beecher
vs Court Common Pleas, Union County. Ohio
The Cleveland, Cincinnati, Chicago.
& St. Louis Railway Company.

Now comes George Beecher, plaintiff, herein, by way of amended petition, and says: That the defendant is a railroad company incorporated under the laws of Ohio, and is the owner of a line of railway from Cleveland to Cincinnati, Ohio, and now is and for a long time heretofore has been the operator of this said line of railway in and through the said County of Union, Townships, and State of Ohio. located and passing through the lands of this plaintiff.

Plaintiff claims an estate in and is the owner in fee simple of the following described lands, to wit:-

Situate in the Township of Paris, County of Union, and State of Ohio. and in Virginia Military Survey No. 3351, and bounded as follows:

Beginning at a stake Fifteen (15) feet from the center of the S. M. & P. R.R. (south) and Forty feet east of the center of the crossing by the "Hinton Road" and Railroad"; and in the line of Mrs Richey: Thence, with her line and said Hinton Road S. 87 deg. 50 min, E. 72, 9-10. poles to a stake in said line: Thence, N 2 deg. 10 min. E. 28, 55-100 poles to a stake 15 feet from the center line of said "Railroad" and on the south side of said railroad: Thence, S. 70 deg. 50 min. W. and fifteen feet (15) from said Road, 78, 12-100 poles to the beginning containing Six and One Half Acres more or less.

That for a long time prior to bringing of this action, to wit: for more than twenty one years, the defendant, its predecessors and grantors claimed a its right of way over plaintiff's (above described) lands on the south side of its line of track, more than Fifteen (15) feet, from the center of its track, to wit: a strip of land from the center of its said track to its line of fence of from Twenty Eight to about Thirty feet wide: to which line marked by said fence the defendant took possession, which possession and ownership of defendant has been acquiesced in by plaintiff and his grantors for more than twenty one years before this cause of action arose: and since the time of appropriation of the said right of way, and the erection of said fence by said Railway, for more than twenty one years the defendant, its predecessors and grantors, acquiesced in the ownership and possession of this plaintiff of his said premises, up to said fence line, up to about the time of the commencement of this action. That on or about the 5th. day of January 1901, the defendant well knowing of the rights and ownership of plaintiff, unlawfully and forcibly entered on said property, against the protest of plaintiffs and took possession of and additional strip of plaintiff's land adjacent to its rights of way, and have set a line of stakes thereby marking out the new line of fence said railroad company

proposes to erect without making any compensation to plaintiff:
Towit:- a strip from twenty to twenty two feet in width next adjoining
the property of the defendant, off the lands of this plaintiff: and
said defendant company continues to hold possession and threatens
to erect its fence thereon, to his great and irreperable damage.
The defendants claim in adverse to plaintiff's rights.
Wherefore plaintiff prays that defendant may be compelled to show
their interest, if any, in said property: that it may be adjudged
null, and void: and that plaintiff may be quieted in the title
and possession of his said premises, and that an order of injunction
issue against defendant to restrain it from entering upon plaintiffs
premises, from taking possession thereof and erecting its fence
through plaintiffs said lands, on a line other than the line of
its original fence at the time of the commencement of this action -
the same being about from twenty eight to thirty feet from the
center of its track, and for all proper relief in the premises.

Robt. McCrory. Atty for Plaintiff

The State of Ohio. Union County ss.

George Beecher, being duly sworn, says that the facts and
the allegations made in the foregoing petition are true.

George Beecher.

Sworn to before me and subscribed in my presence by George Beecher
this 7th day of February, A.D. 1901.

Robt. McCrory. Notary Public.

Seal

7902 Settlement

Feb 11, 1901. the following Settlement filed:-
George Beecher
vs. Court Common Pleas, Union County, Ohio.
The Cleveland, Cincinnati, Chicago,
& St Louis, Railway Company

It is hereby agreed by the plaintiff and defendant
in this case that the issues between them shall be settled upon the
following terms and conditions towit:- That the title of said plain-
tiff to all of the real estate described, in this petition lying out side
of a line parallel with and 30 feet from the center line of said defen-
dants Main Track, as now located and constructed. shall be quieted
in said plaintiff. That the title of said defendant to all of said real
estate lying between its said line of Main Track. and a line parallel
with and 30 feet from said center line, shall be quieted in said
defendant, and that judgment shall be entered against said defen-
dant for the costs in this case. That the Court be asked to enter a
decree in accordance with the foregoing.

Robt. McCrory. Atty for Plaintiff.

The Cleveland, Cincinnati Chicago.
& St Louis, Railway Company.
By Chas. W. Short, Real Estate Agent.

7902. Entry.

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y. Atty for Plaintiff

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George Beecher

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7902.
Entry.

April, 15th, 1901, the following Entry was filed.

George Beecher
vs.
The Cleveland, Cincinnati, Chicago, & St Louis Railway Company.

Court Common Pleas, Union County Ohio.

Now came the parties herein, by their attorneys, and thereupon this case came on for hearing on the pleadings and the agreement heretofore entered into between the plaintiff and the defendant herein: and was submitted to the Court:- Which agreement is in the words and figures following, to wit:-

It is hereby agreed by the plaintiff and defendant in this case: that the issue between them shall be settled upon the following terms and conditions, to wit:- "That the title of said plaintiff to all" the real estate described in the petition, lying outside of a line parallel with, and 30 feet from the center line of said defendants main track, as now located and constructed, shall be quieted in said plaintiff: That the title of said defendant to all of said real estate lying between its said line of main track, and a line parallel with and 30 feet from said center line, shall be quieted in said defendant; and that Judgment shall be entered against said defendant for the costs of this case: The Court be asked to enter a decree in accordance with the foregoing.

Dated February, 11th. 1901. —— Robt. McCrory, attorney for plaintiff.
The Cleveland, Cincinnati, Chicago & St Louis Railway Company, by Chas. W. Short, Real-estate agent.

On consideration whereof, the Court find, on the issue joined for the plaintiff, and that the plaintiff is entitled to the relief prayed for, and according to the tenor of said agreement.

It is therefore ordered, adjudged and decreed, that the title and possession of the said George Beecher to all the premises in the petition described, lying outside of a line parallel with and 30 feet from the center line of said defendants main track, as now located and constructed be, and the same hereby are quieted as against this defendant, its successors or predecessors, and all persons claiming under them, or either of them. And the Cleveland, Cincinnati, Chicago, and St. Louis Railway Company, is hereby forever enjoined from setting up any claim to said premises, or any part thereof adverse to the title of said George Beecher, his heirs or assigns thereto.

And it is by the Court further ordered, adjudged and decreed that the title and possession of the said The Cleveland, Cincinnati, Chicago, and St. Louis, Railway Company to all of the said real-estate lying between its said line of main track and a line parallel with and 30 feet from said center line be, and the same hereby are quieted as against this plaintiff, his heirs administrators or assigns, and each and every one of them, and all persons claiming under them, or any of them.

And it is further ordered that the defendant pay the costs of this action, taxed at $

The defendant protests & excepts to that part of the entry above, which are

in the words as follows, and The Cleveland. Cincinnati, Chicago, St, Louis, Railway company is hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title of George Beecher his heirs or assigns thereto:- the same not being according to contract or order of Injunction made or allowed in said case

Approved Dunneau Dlow. Judge.

Attest
Chas C Renhorwood. Clerk.
By Minnie Renhorwood Deputy.

7966
Petition

7966
Summons

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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. Duncan Howe, Judge of said Court of the September Term, A.D. 1901.

Be it remembered that heretofore, towit, Aug. 7th. 1901. Archibald R. Andrews. filed with the Clerk of said Court the following petition, towit:-

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7966
Petition

Archibald R. Andrews,
Vs.
Amelia Andrews.

Court of Common Pleas, Union County. Ohio.
Filed Aug. 7th 1901.

Plaintiff says that he is an actual resident of Union County State of Ohio, and has a bona fide residence in said state for more than one year last past.

That he was married to defendant on the 17th. day of September. 1896. There are no children from said marriage.

That defendant has willfully absented herself from plaintiff for more than three years last past, and without any fault on the part of this plaintiff, and utterly refuses to live with plaintiff. Wherefore plaintiff prays that he may be divorced from defendant, and for such other relief as may be proper.

Robt McCray. Attorney for plaintiff.

The State of Ohio, Union County, ss.

Archibald R. Andrews being duly sworn says that the facts and allegations made are as he believes true.

Archibald R. Andrews.

Sworn to before me and subscribed in my presence by Archibald R. Andrews. this 1st day of May. A.D. 1901.

W.M. Winget. J.P.

7966
Summons.

Aug 19, 1901, The following Summons was filed.

The State of Ohio! Union County. ss.

To the Sheriff of Franklin County:

You are commanded to notify Amelia Andrews that Archibald R. 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 Amelia Andrews, 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 19th day of Aug 1901.

Witness my signature as Clerk of said Court of Common Pleas. and the seal of said Court, at Marysville this 7th day of Aug A.D. 1901.

Chas Pezlhorwood. Clerk.

(Seal)

By. Minnie Pezlhorwood. Deputy.

7966
Sheriffs
Return

The State of Ohio. Franklin County, ss.
Received this writ August 1901. A.M. at 8 o'clock A.M. and 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.
(Sheriffs fees.) Service & Return .50 Mileage $1.60 Copy .20 Docket .20
Total $2.50
Charles A. Pearce Sheriff.
By E.E. Bastian Deputy.

7963.
Petition

Archibald R. Andrews.
7966 Vs. Common Pleas, Court, Union County. Ohio.
Motion Amelia Andrews. Filed Sept, 30th, 1901.
Now comes the defendant by her Attorney, W.C. Bates and asks the Court for an allowance of Alimony pending the hearing of this cause for her support and means with which to make proper defence herein.
W.C. Bates Atlorney for defendant.

Archibald R. Andrews,
7966 Vs. Court of Common Pleas, Union County, Ohio.
Entry Amelia Andrews, Filed Oct, 7th, 1901.
This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer or demurrer, and the Court having heard all the proofs and evidence adduced by the partie and the arguments of counsel and being fully advised in the premises, doth find that the defendant Amelia Andrews, is guilty of willful absence for more than three years before the filing of the petition in this case, and that all and singular the facts alleged in the petition are true.
Whereupon by reason of said aggressions on the part of said Amelia Andrews, the said Archibald R. Andrews is hereby granted and absolute divorce from his said wife, and the said marriage between them annulled.
And it is further adjudged that the said Archibald R. Andrews pay the costs of this action, and in default thereof, that execution issue therefor.
Attest
Chas Penhorwood Clerk.
By Minnie Penhorwood. Deputy

Precipe

Pleas continued and held at the Court House in Marysville, within and for County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before Hon. Duncan Kerr, Judge of said Court of the September Term. A.D. 1901.

Be it remembered that heretofore. towit, Aug 3, 1901, Eva Wood Burris filed with the Clerk of said Court the following petition. towit:-

Eva Wood Burris.

7963. Petition

Vs. Court of Common Pleas. Union County Ohio.

Malin Burris Filed Aug 3, 1901.

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 28th day of December 1879, she was married to the defendant. The following children were born of such marriage, Alice Burris aged twelve years.

The defendant for more than four years last past has failed and willfully neglected to provide plaintiff with the Common necessaries of life so that plaintiff has been compelled to rely on her own labor to support herself and said child, because of his idleness profligacy and dissipation. Plaintiff says that although the defendant was and is well able to work and maintain the plaintiff and said child he has willfully refused to do so for four years last past except about the month of December 1900. upon the promise and representation of the defendant to provide for plaintiff and said child. she tried to live with the defendant when he again refused and neglected to provide the plaintiff with the Common necessaries of life, and ever since said month of December 1900, during which time plaintiff lived two weeks with the defendant. The plaintiff by her own labor and exertions has by reason of the willful neglect and refusal of the defendant to do so, has been compelled to wholly support herself and their said child. Wherefore plaintiff prays that she may be divorced from the defendant, and have the custody of said child granted to her, and such other relief as is proper.

D.W. Ayers. Attorney for plaintiff

State of Ohio. Union County ss.

Eva Wood Burris being first duly sworn. says the facts stated and allegations in her foregoing petition are as she believes true.

Mrs Eva Burris.

Sworn to before me and signed in my presence this 24th day of July. 1901. [Seal]

W.M. Titsworth, Notary Public.

Precipe

Clerk.— Issue Summons. and copy of petition in the above case to the Sheriff of Clark County Ohio. returnable according to law. Endorse Action for Divorce.

D.W. Ayers. Atty for Pltff.

7963
Summons

Aug. 9th. 1901. The following Summons filed.
The State of Ohio. Union County ss. To the Sheriff of Clark County:
You are commanded to notify Malin Burris. that Mrs Eva Wood Burris has filed in the office of the Clerk of the Court of Common Pleas of Union County. and State of Ohio. a petition a true copy of which is herewith delivered to you to be served on him charging him with Neglect of duty and asking that she be divorced from him and custody of child and for other proper relief.
Said petition will stand for hearing during the term of said Court next ensuing. and six weeks from and after the service of this writ.
You will make due return of this Summons on the 12th. day of Aug. A.D. 1901.
Witness my signature as Clerk of our said Court of Common Pleas. and the seal of said Court at Marysville this 3rd day of Aug. A.D. 1901. {Seal}
Chas Penhorwood. Clerk.
By Minnie Penhorwood Deputy.

7944
Petition

7963
Return.

The State of Ohio. Union County, ss. Sheriff's Return.
Received this writ August 5. A.D. 1901. at 8 o'clock A.M. and served same by handing to the within named defendant Malin Burris a true copy of this writ. together with a certified copy of petition filed against him in this cause.
Sheriff's Fees. Service & Return, 75 Mileage, 32 Copy, 25 Doc & Rec, 25
Total $1.57
L. Floyd. Routzahn. Sheriff.
By D. A. Rupert Dept.

7963.
Entry.

Eva Wood Burris,
Vs Court Common Pleas, Union County. Ohio.
Malin Burris. Filed Oct 8th. 1901.
Now comes the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer to said petition.
The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty. and extreme cruelty. and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is further ordered and adjudged by the Court that the marriage contract heretofore existing between the said plaintiff and defendant be. and the same hereby is. dissolved. and both parties are released from the obligations of the same.
It is further ordered by the Court that the custody of the minor child. Alice Burris be awarded to the plaintiff: and that the plaintiff pay the costs herein.
Attest
Chas Penhorwood Clerk.
By Minnie Penhorwood Deputy.

7944.
Precipe

7944.
Summons

{Seal}

Plea continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before Hon. Duncan Kerr, Judge of said Court of the September Term, A.D. 1901. Be it remembered that heretofore, towit, May 20th, 1901. Susannah Wilcox, filed with the Clerk of said Court the following petition, towit:-

Susannah Wilcox

7944 Petition

Vs. Court Common Pleas, Union County, Ohio.

Andrew Jackson Wilcox Filed May 20th. 1901.

Plaintiff says that she is actual resident of Union County State of Ohio, and has had a bona fide residence in said State for more than one year last past, That she was married to the defendant on the tenth day of November 1877.

That there are no children the issue of such marriage.

That the defendant has willfully absented himself from plaintiff for more than three years last past.

That defendant has been guilty of gross neglect of duty towards plaintiff for more than one year last past in that, since said marriage and for more than a year last past, he has failed to provide a living for said plaintiff, and that by reason thereof she has been obliged to support herself.

Wherefore plaintiff prays that she may be divorced from defendant and may be restored to her former name Susannah Sensel, and for such other relief as is proper.

Susannah Wilcox.

Arthur C. Longbrake. Atty for pl'ff

7944. Precipe

To the Clerk.

Issue a Summons with a copy of the above petition, for the defendant Andrew Jackson Wilcox, directed to the Sheriff of Franklin County. Ohio. returnable according to law.

Arthur C. Longbrake Atty for Pl'ff.

7944. Summons

June 3rd, 1901. The following Summons filed.

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

To the Sheriff of Franklin County. You are commanded to notify Andrew Jackson Wilcox that Susannah 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 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 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 3rd day of June, A.D. 1901.

{Seal} Witness my hand and the Seal of said Court at Marysville, this 20th day of May. A.D. 1901.

Chas Glenhomood. Clerk.

7944.
Return.

Sheriff's Return:-
Received this 9. o'clock A.M. on the 22 day of May A.D. 1901. and on the 27 day of May. A.D. 1901. I served the same upon the defendant Andrew Jackson Wilcox by personally handing a true copy thereof together with a certified copy of the petition filed against him in this case.
(Sheriff's Fees.) Service $.50 Copy $.20 Mileage $.80 Docket $.16 Return $.25 Postage $.4
Total $1.95
Chas A. Pearce Sheriff
By E.E. Bastain deputy.

7944
Entry

Swannah, Wilcox
Vs. Court Common Pleas, Union County, Ohio.
Andrew Jackson Wilcox Filed Sept. 30th, 1901.

This day came the plaintiff and the defendant having been duly served with Summons and a copy of the petition and having failed to appear the Court find him in default for answer and demurrer to said petition.
The Court also find upon the evidence adduced that the defendant has been guilty of willful absence for 17 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 parties be and the same hereby is, dissolved, and both parties released from the obligations of the same
It is further ordered that the plaintiff be restored to her former name of Swannah Sensel; and that plaintiff pay the costs of this action.

Attest:-
Chas Penhorwood- Clerk.
By Minnie Penhorwood. Deputy.

7990.
Petition

7990.
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 Hon, Duncan Kerr, Judge of said Court of the September term, A.D. 1901.

Be it remembered that heretofore, towit:- Oct 2nd, 1901. Grace A. Brown filed with the Clerk of said Court the following petition, towit:-

Grace A. Brown.

7990. Petition

Vs. Court Common Pleas, Union County Ohio.

George W. Brown. Filed Oct, 2nd, 1901.

Plaintiff has been a resident of the State of Ohio, for the year last past, and now has a bona fide residence in the County of Union. On or about the 8th day of March, A.D. 1898, she was married to the defendant. The defendant has in disregard of his marital duties, for more than three years last past, been willfully absent from plaintiff.

Wherefore plaintiff prays that she may be divorced from the defendant, and may be restored to her former name of Grace Starkey and all proper relief.

Grace A. Brown

J.B. Cole Atty for Pl'ff

7990. Summons

Issued Oct, 2nd 1901. Returned and filed Oct 3rd, 1901.

The State of Ohio, Union County, ss — To the Sheriff of Union County:-

You are commanded to notify, George W. Brown, that Grace A. Brown, has filed in the office of the Clerk of the Court of Common Pleas, of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with willful absence, and asking that she be divorced from him, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 14th, day of Oct, A.D. 1901.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 2nd, day of Oct, A.D. 1901.

(Seal) Chas Pinkerwood - Clerk.

Endorsements:- In action for divorce.

Sheriff's Return:- Received this writ Oct 2nd, A.D. 1901, at 10 o'clock A.M. and served same by personally handing to George W. Brown, a true copy of this writ. together with a certified copy of petition Oct 2nd 1901.

Sheriff's Fees:- Service & Return $,60 Mileage $,16 Copy $,10 Total $,86

S.F. Burnham. Sheriff.

7990.
Entry.

Grace A. Brown
Vs.
George W. Brown.

Court Common Pleas, Union County, Ohio.
Filed November, 18th, 1901.

This day this cause came on to be heard upon the petition and the evidence, and on consideration thereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of willful absence for more than three years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Grace A. Brown and George W. Brown be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the plaintiff be restored to her former name of Grace A. Starkey, and that the defendant pay the costs of this proceeding taxed to $ — for which execution is allowed.

Attest:-
Chas Penhorwood. Clerk.
By Minnie Penhorwood. Deputy.

7968.
Petition.

Plea continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. Before Hon. Hunsan How. Judge of said Court of the September term, A.D. 1901.

Be it remembered that heretofore, towit. Aug. 13th, 1901. Lovina A. Carr. filed with the Clerk of said Court the following petition, towit:-

Lovina A. Carr.

7968. Petition. Vs. Court Common Pleas. Union County. Ohio.

Charles C. Carr. Filed Aug. 13th, 1901.

Now comes the plaintiff and for cause of action herein says:- That for more than a year last she has been a resident of the State of Ohio and is now a bona fide resident of said Union County in said State.

That upon the 28th day of December, 1897, before William Winget Justice of the Peace, she was lawfully and duly married to the defendant Charles C. Carr. That the plaintiff and defendant have one child Gerald E. Carr. who was born on the 20th day of January 1898. The defendant has been guilty of willful absence from the plaintiff for more than three years last past and of gross neglect of duty in this; that ever since said marriage the defendant has wholly failed and refused to furnish the plaintiff with a home, though the plaintiff was ready and willing to live with the defendant and perform her duties as a wife, and the defendant, though he was able and did earn good wages during said time has wholly failed and refused to contribute anything towards the support of the plaintiff or of their said child and the plaintiff has been compelled to support herself and the said child by serving. Wherefore the plaintiff prays that she may have a divorce from the defendant and that the said marriage contract heretofore existing between the said parties be dissolved and that she may have the custody of said child and a reasonable allowance of alimony for the support of herself and said child and for such other relief as the Court may seem proper.

Cameron & Cameron. Atty for Pl'ff

State of Ohio, Union County, ss.

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

Lovina A Carr.

Sworn to before me and signed in my presence this 13th, day of Aug, 1901.

Richard L Cameron Notary Public.

7968.
Summons

Issued 26th, day of Aug, 1901. Returned and filed Aug 16th, 1901.
The State of Ohio. Union County. ss —— To the Sheriff of the County of Union
You are commanded to notify Charles C. Carr that Sovina A Carr 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 wilful absence & failure to provide, and asking that she be divorced from him and that she be decreed alimony and custody of child and for other proper relief.
Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.
You will make due return of this Summons, on the 26th, day of Aug, A.D. 1901.
Witness my hand and the Seal of said Court at Marysville this 13th day of August A.D. 1901. (Seal) Chas Penhorwood. Clerk.
Endorsements:- In action for Divorce.
Sheriffs Return - Received 8 oclock A.M. on the 14 day of Augest A.D. 1901, and on the 15th day of August, A.D. 1901. I served the same upon the defendant by handing him personally a true copy thereof together with a certified copy of the petition in this case.
Sheriffs fees:- Service & Return $1.60 Copy $.10 Mileage $.10 Total $1,80
S.F. Burnham Sheriff.
By Allen Haines. Deputy.

7969
Petition

7968
Entry.

Sovina A. Carr.
Vs. Court Common Pleas, Union County, Ohio.
Charles C. Carr. Filed Sept. 30th, 1901.

This day this cause came on to be heard on the petition and the evidence on consideration thereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties were married as in the 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 next before this action was commenced. and that he has been guilty of gross neglect of duty as in the petition set forth. 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 Sovina A. Carr and Charles C. Carr. be and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said child of the parties hereto be until further order confided to the plaintiff exclusively. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Eight Dollars and thirty three and one third cents per month $8.33⅓ payable on the first day of each and every month until the further order of the Court. The first instalment of Alimony to be paid on the first day of October A.D. 1901. and in default of any payment for three days execution is allowed to issue therefore. It is further considered by the Court that the said

plaintiff recover from the said defendant her costs herein expended taxed to $ — , and in default of payment of costs, execution is awarded against the defendant.

Attest

Chas C Pennhonwood. Clerk.

By Minnie Pennhonwood 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 Hon. Duncan Dow, Judge of said Court of the September Term. A.D. 1901.

Be it remembered that heretofore, towit. Aug 15th 1901. Lenna Slotterbeek. filed with the clerk of said Court the following petition, towit:-

Lenna Slotterbeek

7969 Vs. Court Common Pleas, Union County, Ohio.

Petition Clyde Slotterbeek Filed Aug. 15th, 1901.

The plaintiff says that she has been a resident of the State of Ohio, for more than One year last part, and is now a bona fide resident of the County of Union. That about the second day of March 1899 she was married to defendant in said County of Union: and she has ever since said marriage conducted herself toward the said Clyde Slotterbeck as a faithful, loving and obedient wife. The defendant disregarding his marital duties has been guilty of gross neglect of duty toward this plaintiff in this that on the next day after said marriage he abandened this plaintiff without any reason or cause whatever, and has at no time since said marriage lived or cohabited with the plaintiff or offered to live with plaintiff or cohabited with her as her husband but on the contrary the defendant immediately left for Wood County, Ohio. and has not visited the plaintiff since and she has not seen him since. And he has since said marriage wholly neglected and refused to furnish her or her child any support whatever or the means for obtaining the same: he has furnished her with no clothing whatever although she has been in need of the same, neither has he furnished any clothing for said child. that he has furnished no provisions whatever for the maintenance of herself or child or offered to furnish the same: so that she was compelled to support herself and child and to make her home with her mother. and he has not even visited either herself or child since their said marriage. The plaintiff further says that they have one child Muriel Slotterbeck, now of the age of two years. the plaintiff therefore prays that she may be divorced from the defendant and that the marriage contract between herself and the defendant be annulled and set aside and that reasonable alimony be allowed to her, and that the custody of said child be given to her and that she may have such other relief as she may be equitable entitled to.

Porter & Porter. Atty for Pl'ff.

State of Ohio. Union County. Ohio. ss:- The plaintiff being duly sworn

makes oath that the facts stated in the foregoing petition are true
as she believes Lenna I Slotterbeck.
Sworn to and subscribed by said Lenna Slotterbeck before me and
in my presence this 14th, day of August 1901.
E. W. Porter, Notary Public.

7969 Summons

Issued 26th of Aug 1901. — Returned and filed Aug. 18th, 1901.
State of Ohio, Union County. ss. To the Sheriff of Wood County.
You are commanded to notify Clyde Slotterbeck that Lenna Slotterbeck
has filed in the office of the Clerk of the Court of Common Pleas of Union
County, and State of Ohio, a petition (a true copy of which is herewith
delivered to you to be served on him) charging him with gross neglect
of duty and asking that she be divorced from him, and that she
have alimony & custody of child and for other proper relief. Said petition
will stand for hearing during the term of said Court next ensuing,
and six weeks from and after the service of this writ.
You will make due return of this Summons on the 26th day of August
A.D. 1901. Witness my signature as Clerk of our said Court of Common
Pleas, and the seal of said Court at Marysville this 15th, day of August
A.D. 1901. (Seal) Chas Henhonwood Clerk.

7982. Petition

7968 Waiver

Lenna Slotterbeck
Vs Court Common Pleas, Union County, Ohio.
Clyde Slotterbeck. Filed Aug 18th, 1901.
The State of Ohio, Wood County.
I hereby acknowledge service of the within Summons upon me
and I waive the service of the same by the Sheriff of this County, and
I acknowledge the receipt of and service of a copy of the petition in the
above entitled cause, and I hereby enter my appearance in the same,
as a party defendant therein, and I waive all questions as to time.
Aug, 17th, 1901. Clyde Slotterbeck.

7969

Lenna Slotterbeck
Vs. Court Common Pleas, Union County, Ohio.
Clyde Slotterbeck Filed Oct 9th, 1901.
This day this Cause came on for hearing upon the petition of plaintiff
for divorce and alimony, and the Court being fully advised in the premises
find the facts stated in the petition of plaintiff to be true, and that the
defendant has been guilty of gross neglect of duty towards plaintiff
and she alleges in her petition, and that plaintiff is entitled to divorce
as prayed for. It is therefore ordered, adjudged and decreed by the Court
that the marriage contract heretofore existing between the said Lenna
Slotterbeck and Clyde Slotterbeck be, and the same is hereby dissolved
vacated and set aside, and both parties released from the obligations
of the same. And the Court find that the parties have agreed on the
sum of Two Hundred and fifty Dollars $2,50 as the amount in full for
alimony to be paid by defendant to plaintiff which the Court approves
and orders defendant to pay in full satisfaction of her claim for
alimony with out any right of action for any further claim for alimony

against defendant. except that defendant has agreed to pay Porter & Porter alimony for plaintiff $20, and $16, to Dr Taylor for Medical services performed by him for plaintiff. which the Court approves, and orders paid accordingly and also adjudges the costs of Court against defendant of this proceedings taxed at $— and it is further ordered that plaintiff have the custody of said child Muriel Slotterbeck. but shall allow the defendant to visit said child at reasonable times if he so desires, until the further order of Court in that behalf.

Attest-
Chas Penhorwood Clerk.
By Minnie Penhorwood Deputy

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial Ditrict of the Court of Common Pleas of the State of Ohio, before Hon. Duncan Hon. Judge of said Court of the September Term, A.D. 1901.

Be it remembered that heretofore, towit, Sept 4th 1901. Dolly Curry Price filed with the Clerk of said Court the following petition, towit:-

7982. Petition

Dolly Curry Price.
vs.
Durell S. Price.

Court Common Pleas, Union County, Ohio.
Filed Sept, 4th, 1901.

Plaintiff says she is a bona fide resident of Union County, Ohio, and has been a fermanent resident of the State of Ohio. for the year last past. On the 16th day of March A.D. 1892, at Marysville in the County of Union, Ohio. She was married to the defendant, and that the following children were born as the issue of said marriage. whose names and ages are as follows. Orleonne Clry Price eight years old and June Llewellyn Price Five years old. The plaintiff further says that the defendant for more than three years last past has been guilty of gross neglect of duty, towards plaintiff in that for reason of his illness dissipation living a wanton life he has wilfully failed and neglected to provide this plaintiff and their said children with food and clothing and the Common necessaries of life so that she has been compelled to live by her own exertions and labor. although the said defendant was fully able in good health and strength to properly provide for her and their said children. The plaintiff further says that during the month of December 1900 the exact day she can not give- the defendant struck her with his fist and threatened to kill her. and on several occasions prior to this time he has threatened to kill her. and was compelled to leave her home. for fear of life. The plaintiff further says that the defendant would use profane and obsene language in the presence of their children. And further the plaintiff had some money, she received from her Fathers estate, and that said defendant has squandered and spent a large portion of her money. plaintiff further says that she has not cohabited with said defendant for over eight months last past.

Wherefor the plaintiff prays judgement divorcing the said plaintiff

and defendant and dissolving the said marriage. and that the plaintiff may be awarded the custody of said children and alimony and for such other relief as is proper.

Robinson & Woodburn Atty's for Pl.ff

The State of Ohio, Union County ss.

Dolly Curry Price the plaintiff being first duly sworn says that the facts and allegations stated in her foregoing petition are true as she verily believes.

Dolly Curry Price

Sworn to before me and subscribed in my presence this 4th day of September 1901.

(Seal)

Chas Penhorwood Clerk.
By Minnie Penhorwood Deputy.

7982 Summons

Issued Sept. 16th, 1901. — Returned & Filed Sept. 6th, 1901.

The State of Ohio, Union County, ss. — To the Sheriff of the County of Union.

You are commanded to notify Durell S. Price, that Dolly Curry Price 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 for alimony and custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this Summons, on the 16th, day of Sept, A.D. 1901. Witness my hand and the Seal of said Court at Marysville this 6th day of September A.D. 1901.

Chas Penhorwood Clerk.

Endorsements:- Sheriff's Return.

Received 10 o'clock A.M. on the 6th day of Sept A.D. 1901, and on the 6th day of Sept, A.D. 1901, 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.

Service & Return	$,60
Copy	,10
Mileage	,16
Total	$,86

S. F. Burnham Sheriff.
By Allen Haines Deputy

7982. Entry

Dolly Curry Price.
Vs
Durell S. Price

Court Common Pleas, Union County, Ohio
Filed Nov 18th 1901.

Now comes the Plaintiff and the defendant having been duly served with Summons and a copy of the petition herein and having failed to appear, the Court find defendant in default for answer and demurrer to said petition, and find that the defendant is guilty of gross neglect of duty as alledged, are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona

fide resident of the County of Union, and that the parties hereto were married as in said petition setforth., The Court further find, upon the evidence addueed that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is Entitled to a divorce, as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Holly Curry Price. and Russell S Price 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 namely Orleonne Curry Price, eight years old part, and June Llewellyn Price six years old part, hereto be until further order. confided to the said plaintiff exclusively. It is further ordered by the Court that the defendant have the privilege of visiting said Children once a month in the day time. and further that said defendant shall notify the plaintiff at least one day before when he expects to visit said Children - and must not be intoxicated nor any manner to interfere with the home of the said children, and any violation of the privilege, by either party may be reported to the Court. It is further ordered that the plaintiff pay the costs of this proceedings.

Attest

Chas Penhorwood Clerk.

By Minnie Penhorwood. Deputy

7953. Entry.

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial Distrct of the Court of Common Pleas of the State of Ohio. before Hon. Duncan Kerr, Judge of said Court of the September Term, A.D. 1901.

Be it remembered that heretofore, towit June 14th. 1901. Elmira Spain filed with the Clerk of said Court the following petition towit:-

7953. Petition

Elmira Spain.
vs. Court Common Pleas, Union County, Ohio.
Marion Spain Filed June 14th, 1901.

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

That on or about the 25th day of March 1897, she was married to the defendand Marion Spain, and she has always conducted herself as a wife should. Regardless of his duties as a husband the defendant been guilty of wilful absence from the plaintiff for more than three years last past

Second) The plaintiff says that the defendant has been and is guilty of gross neglect of duty in this. That during the three years last past he has neglected and refused to provide for plaintiff any food or clothing or other necessaries of life. Plaintiff was the widow of Richard Paugh at the time of her marriage with defendant, and she prays the Court that she may be divorced from the defendant, and have an allowance of alimony, and that she may be restored to her former name of Elmira Paugh. and for other proper relief.

7953. Summons

Issued June 14th, 1901, Returned & Filed June 22, 1901,

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

You are commanded to notify Marion Spain that Elmira Spain 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 allowed alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing. and six weeks from and after the service of this writ. You will make due return of this summons, on the 24th, day of June A.D. 1901.

Witness my hand and the Seal of said Court at Marysville this 14th, day of June, A.D. 1901.

(Seal) Chas Penhorwood Clerk.

Endorsements:- Sheriffs Return.

The State of Ohio, Union County ss.

Received this writ, 5 o'clock P.M, on the 14 day of June A.D. 1901, and on the 21st day of June A.D. 1901. 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 the case.

(Sheriffs Fees) Service & Return $,60 Copy $,10 Mileage $3,20 Total $ 3,90

S.F. Burnham. Sheriff. By Allen Haines Deputy.

7953.
Entry.

Elmira Spain.
Vs. Court Common Pleas, Union County. Ohio.
Marion Spain. Filed Sept, 30th, 1901.

This day came this cause on to be heard upon the petition and evidence and was argued by Counsel. on consideration thereof the Court being fully advised in the premises find the facts stated in the petition to be true. That the defendant has been and is guilty of gross neglect of duty and wilful absence for more than three years as in the petition set forth and that the plaintiff has been a resident of Ohio for many years last past and at the time of filing the petition a bona fide resident of said County of Union and that her former name was Elmira Pangh the Court further find that the defendant has been duly and legally notified of the filing and pendancy of the petition herein for more than six weeks prior to this hearing.

It is therefore adjudged and decreed by the Court that the marriage relations heretofore existing between the parties be. and the same is set aside and wholly annulled and both parties released from the obligations of the same. It is further ordered and decreed that the plaintiff be restored to her former name of Elmira Pangh, and that this plaintiff recover of the defendant the cost herein.

Attest:
Chas Penhorwood. Clerk.
By Minnie Penhorwood Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County in the Tenth Judicial district of the Court of Common Pleas of the State of Ohio, before Hon. Duncan Mow, Judge of said Court of the September Term, A.D. 1901. Be it remembered that heretofore towit, A.D. May 25th, 1901, The Plano Manufacturing Company, filed with the Clerk of said Court the following petition, towit:-

7947. Petition

The Plano Manufacturing Company,

Vs. Court Common Pleas, Union County, Ohio.

R.E. Robinson Filed May 25th, 1901.

The plaintiff says, that it is a corporation, duly incorporated under the laws of the State of Illinois.

Plaintiff further says, on or about the 29th day of January, A.D. 1896, the defendant R.E. Robinson duly executed and delivered to S.R. Hininger his one certain note of that date, for the sum of One Hundred Dollars, with interest at the rate of six per cent after maturity. One one year after date. The said note has been lost or mislaid, and this plaintiff is unable to give an exact copy of it. That the said S.R. Hininger duly indorsed said note over to Joel Ankerman, in part payment for one survey, which belonged to this plaintiff. The said Joel Ankerman duly indorsed said note over to David Harter, an agent of this plaintiff, who on the 4th. day of August, 1896, deposited said note in the Greenville Banking Company Bank, of Greenville Ohio, which failed to make said collection from the said R.E. Robinson and it was afterward returned to the said Harter, as agent for this said plaintiff. That this said plaintiff offers and does now tender to the said defendant an indemnity bond from the repayment of said note, and to fully protect him from said repayment.

That said note is far past due and wholly unpaid. That there is due this plaintiff, from said defendant, on said note R.E. Robinson, the sum of One Hundred Dollars, with interest at the rate of six per cent, from the 29th. day of January, 1897.

Wherefore, this plaintiff asks for judgement against the said defendant R.E. Robinson, in the sum of One Hundred dollars, with interest, at the rate of six per annum, from the 29th. day of January. A.D. 1897, and for costs.

W.W. Merchant, atty. for plaintiff.

State of Ohio-Union County, ss.-

W.W. Merchant being first duly sworn, according to law, says that he is the duly authorized attorney of the plaintiff, in the premises. That said plaintiff is a corporation, that the facts stated and allegations made, in his foregoing petition, are true as he verily believes.

W.W. Merchant.

Sworn to before me and subscribed in my, this 25th. day of May, 1901.

(Seal) Minnie Penhorwood. Deputy Clerk

(Precipe)

Issue summons for the defendant R.E. Robinson to the Sheriff of Union County, Ohio, Returnable according to law. Indorse said writ. Action for Money only. amount claimed $100.00 with interest from the 29th day of January 1897.

W.W. Merchant

Atty for Plaintiff

7947. Summons

7947. Motion.

7947 Entry.

7947. Summons

Issued May, 25th, 1901. —— Returned & Filed May, 29th, 1901.
The State of Ohio, Union County. —— To the Sheriff of Union County:
You are hereby commanded to notify R.E. Robinson that he has been sued by The Plano Mfg Company. 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.
Chas Penhorwood Clerk.
(Seal) By Minnie Penhorwood. Deputy.
Endorsements:-
The State of Ohio. —— Union County, ss. —— Sheriffs Return.
Received this writ May 25th, A.D. 1901. at 1 oclock P.M. and served same by leaving at the usual place of residence of R.E. Robinson a true and certified copy of this writ with the endorsements thereon May, 27, 1901,
(Sheriffs Fees) Service & Return $,60 Mileage $1.60 Copy $.10 Total $2.30
S.F. Burnham. Sheriff
By Allen Haines Deputy.

7947. Motion.

The Plano Manufacturing Company.
Vs. Court Common Pleas, Union County Ohio.
Robert E. Robinson Filed June 22, 1901.
The defendant moves the Court for an order, requiring the plaintiff to give security for costs in this action, for the reason that said plaintiff is non-resident of the State of Ohio or of the County of Union.
Robert McCrory. Atty for defendant.

7947 Entry.

The Plano Manufacturing Company.
Vs. Court Common Pleas, Union County. Ohio.
R.E. Robinson Filed Sept 23, 1901.
And now comes the said Plano Manufacturing Company. and the said R.E. Robinson having failed to demurrer or answer to the petition of said The Plano Manufacturing Company. the same is therefore taken to be true. and it is considered that the said Plaintiff ought to recover the said sum of 100^{00} so demanded in its petition, togethes with the sum of 20^{00} 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 R.E. Robinson defendant the said sum of 120^{00} together with its costs in and about this suit expended. Taxed to $— and Execution is awarded.
W.W. Merchant.

Attest.
Chas Penhorwood. Clerk.
By Minnie Penhorwood Deputy.

Plea continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before Hon. Duncan Dow, Judge of said Court of the September Term, A.D. 1901.

Be it remembered that heretofore, towit, Feb. 28th, 1901. Andrew Renner filed with the Clerk of said Court the following petition, towit:-

7921. Petition

Andrew Renner.

vs.

George Stoll. John Stoll.
Jacob Stoll. Charles Stoll.
Frederick Stoll. Peter Stoll.
Barbara Channel, Mary Grimes.
Margaret Herrington
James Grimes + William Grimes.

Court Common Pleas, Union County, Ohio.

Filed Feb, 28th, 1901.

First Cause of Action:-

The said plaintiff, Andrew Renner, says that on the 23rd day of June 1888, at Marysville, Ohio, one Catharine Stoll, and the defendant George Stoll her husband, executed and delivered to the plaintiff their promissory note of that date for money loaned, in the sum of Six Hundred and Ninety ($690.00) Dollars, a copy of which note, with all endorsements thereon, is a follows:

$690.00 Marysville, Ohio June 23, 1888.

Five years after date I promise to pay to the order of Andrew Renner Six Hundred Ninety 00/100 Dollars, at seven per cent per annum.

Catharine Stoll
George Stoll.

There is endorsed on the back of said note the following:-

Interest paid till June 23, 1889 ---------- $48.30.
" " " " 23, 1890 ---------- 48.30.
" " " " 23, 1891 ---------- 48.30.
April 20th, 1893. Received on this note 41.00.
June 1st. 1895 " " " " 30,00.
August 7th, 1897, " " " " 24,00.

Plaintiff says that he is still the owner and holder of said note, and that there is due him, and unpaid, on said note, the sum of Nine Hundred Sixteen and 17/100 (916.17) Dollars, with interest thereon from the 7th day of August, 1897, at the rate of seven per cent per annum.

(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 "says that" in the first line, to and including the words, "seven per cent per annum." in the last line thereof, the same as if fully rewritten herein, and says that said Catharine Stoll, and said defendant George Stoll, her husband, on the 23rd day of June, 1888; to secure the payment of said promissory note, set forth in the first cause of action herein, executed and delivered to the plaintiff their certain mortgage deed, and thereby conveyed to the plaintiff, his heirs and assigns, the following described lands and tenements, towit:

Situate in the County of Union, in the State of Ohio, and in the Military district No. 4812, and bounded and described as follows, viz: Beginning at a stone corner to Abraham Spain's land, thence N. 37 deg. W. 43.7/10 poles to a stone corner to Richard Epp's land, thence N. 57 deg. E. 130 poles to a stone in the Oliphant and Spain road, thence S. 37 deg. E. 43. 7/10 poles to two sugar trees and a hickory original corner to said survey. thence S. 54 deg. 55 min. E. 130 poles to beginning. containing 35 acres more or less. Also all right. title, interest, and estate to about two and one-half acres of land in the same survey which was purchased by Samuel Graw from Henry Grimes by agreement. fixing the boundary line between the lands of the said Henry Grimes, dated April 12th. 1875, and recorded in Union County. Ohio (Record of leases. Book pg 102.)

The said mortgage deed contained a condition, in substance, that if the said Catharine Stoll shall pay or cause to be paid. the said promissory note to the plaintiff, his heirs or assigns, when the same become due, with the interest, then said mortgage deed should become void, otherwise to remain in full force and virtue in law.

The plaintiff says that by reason of the non-payment of said promissory note and the interest due thereon, the said mortgage deed has become absolute.

That on the 23rd, day of June, 1888. at 11:30 o'clock. A. M. the said mortgage deed was delivered to the recorder of said County. for record, and was by him duly recorded on the 27th, day of said month and year. in Volume 25. p. 396. of the mortgage records of said County.

Plaintiff further says that since the execution of said deed & note the said Catharine Stoll. departed this life intestate, leaving as her sole heirs and representatives the defendant George Stoll. her widower, and the defendants John Stoll, Jacob Stoll, Charles Stoll, Frederick Stoll. Peter Stoll. Barbara (Stoll) Channel. Mary (Stoll) Grimes and Margaret (Stoll) Herington, being the eight children of said intestate.

Said Catharine Stoll died seized in fee simple of the premises herein above described. The said defendant George Stoll. husband of said Catharine Stoll released his right of dower in said mortgage deed.

The defendants James Grimes and his brother William Grimes the sole heirs and representatives of Henry Grimes, deceased claim some interest in the real estate described in said mortgage. in the words and figures as follows, towit:

"Also all right, title. interest and estate to about two and one-half acres of land in the same survey. which was purchased by Samuel Graw from Henry Grimes by agreement fixing the boundary line between the lands of the said Henry Grimes, dated April 19th, 1895. and recorded in Union County Record of Leases, Book pg 102." the exact nature of which plaintiff is ignorant. And he therefore asks that they may be required to answer and set forth their claim in said Two and One-half acres in said mortgage indicated and described as aforesaid, or be forever barred.

Wherefore the plaintiff prays that an account may be taken by the Court of the amount due the plaintiff upon the note and mortgage mentioned herein. and the interest accrued thereon. and render

judgment therefor: and said mortgage deed may be foreclosed, the said premises ordered to be sold, and the proceeds applied in payment of said debt, and that execution be awarded for any balance and for such other and further relief as he may be entitled to in the premises.

Chas Aubert. Atty for the Plaintiff

State of Ohio, Franklin County ss:

Before me the undersigned, a Notary Public, this day personally came Andrew Renner, who being by me first duly sworn says, that he is the plaintiff in the foregoing action, and that the facts stated and allegations contained therein are true as he verily believes.

Andrew Renner.

Sworn to and subscribed in my presence this the 23rd day of February A,D, 1901. (Seal)

Chas Aubert
Notary Public, Franklin County, Ohio.

7921
Summons

Issued March 28th, 1901, ---- Returned and filed Apr, 3rd, 1901,
The State of Ohio, Union County. To the Sheriff of Union County.

You are commanded to notify George Stoll, Frederick Stoll, Mary Grimes James Grimes, William Grimes, Margaret Herrington, John Stoll, and Peter Stoll. that they have been sued by Andrew Renner, in the Court of Common Pleas of Union County and must answer by the 27th. day of April, 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 8th day of April A,D. 1901. Witness my hand and the seal of said Court, this 28th day of March, A,D. 1901.

(Seal) Chas Pentonwood Clerk.

Endorsements:-

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

Received this writ March 28th, A,D. 1901, at 2 o'clock P,M, and served same by leaving true and certified copies with its endorsements thereon at the usual places of residence of Mary Grimes, James Grimes, William Grimes and Peter Stoll and delivering personally and true and certified copies with the endorsements thereon to George Stoll, Frederick Stoll Margaret Herrington and John Stoll.

S.F. Burnham Sheriff,
By Allen Haines Deputy.

(Sheriff's Fees.)

Service & Return	$ 8,60
Additional Hfts	$ 1,05
Mileage	$ 3 56
Copy	80
Total	$ 6,01

7921
Summons.

Issued March 28th, 1901, ---- Returned and filed April, 8th, 1901,
The State of Ohio, Union County. ---- To the Sheriff of Madison County.

You are commanded to notify. Barbara Channel, that she has been sued by Andrew Renny, in the Court of Common Pleas of Union County and must answer by the 27th, day of April A, D. 1901, or the petition will be taken as true, and jirdgment rendered accordingly.

You will make due return of this summons on the 8th. day of April, A.D. 1901. Witness my hand and the seal of said Court, this 28th. day of Mareh A.D. 1901.

(Seal) Chas Penhorwood. Clerk.

Endorsements:- (Sheriffs Return)

The State of Ohio. Madison County, ss.

Received this writ Mar 30, A.D. 1901. at 10 o'clock A.M. on April 5th, 1901. I handed to Chas Landaker for service. Received this writ April 5th 1901. and on April the 6" 1901. I served the same handing to the defendant personally a true and certified copy of this writ with all the endorsements thereon.

(Sheriff's Fees) Service + Return $,55 Mileage $ 3,50 Copy $,25 docket $,25 Total $ 4,55

I do hereby acknowledge Service of this writ. Mrs Barbara Channel.

B.S. Jardin Sheriff. Madison County.

7921 Summons

Issued Mareh 28th, 1901. ---- Returned and filed April 8th 1901.

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

You are hereby commanded to notify Jacob Stoll. that he has been sued by Andrew Renner. in the Court of Common Pleas. of Union County and must answer by the 27th day of April. 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 8th. day of April A.D. 1901.

Witness my hand and the seal of said Court, this 28th. day of March A.D. 1901. (Seal) Chas Penhorwood. Clerk.

Endorsements:- Sheriffs Return.

The State of Ohio. Henry County, ss.

Received this writ Mareh 30th, A.D. 1901. at 10 o'clock. A.M. and served same by handing a True and certified Copy of the within Summons with all the endorsements thereon personally to the within named Jacob Stoll. on April 5th 1901. and return this writ April 6" 1901.

Sheriffs Fees Service + Return $,50 additional Defts S + R $,25 Mileage $ 2,88 Copy $,20 Postage $, 2 Total $ 3,85

W.C. Barnhill, Sheriff of Henry County.

7921 Precipe

Andrew Renner

Vs Court Common Pleas, Union County. Ohio.

George Stoll, et, al, Filed May, 1st, 1901.

(To Clerk) Issue Summons in the above entitled case to. Charles Stoll at Unionville Union County Ohio. returnable according to law Indorse foreclosure and equietable relief.

Chas Aubert Atty for Pl'ff

7921 Summons

Issued May 1st, 1901. ---- Returned and filed May 3rd, 1901,

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

You are hereby commanded to notify Chas Stoll that he has been sued by Andrew Renner 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 1st day of May, A.D. 1901.

(Seal) Chas Penhorwood Clerk.

Endorsements:- Sheriff's Return.

The State of Ohio, Union County, ss

Received this writ May 1st, A.D. 1901, at 9 o'clock A.M. and served same by leaving at the usual place of residence of Chas Stoll personally a true and certified copy of this writ with all the endorsements thereon. May 1st 1901.

Sheriffs Fees, Service & Return $.60 Additional defts $1,44 Copy $.10 Total $ 2,14

S.F. Burnham Sheriff.

7921, Entry.

Andrew Renner.

vs Court Common Pleas, Union County Ohio.

George Stoll, et al, Filed July 1st, 1901.

This cause came on to be heard on the petition and the evidence the defendants being in default of answer or demurrer, although duly served with process; on consideration whereof the Court finds that the allegations of the petition are true, that there is due from the defendant George Stoll, to the plaintiff, on the note and mortgage set forth in his petition, the sum of $1152,34 (Eleven Hundred, and Fifty two Dollars, and Thirty Four cents) which bears interest from the 8th day of April, 1901, and is a good and valid lien, and the first lien on the premises in the petition described. It is therefore considered, that said plaintiff recover of defendant George Stoll, said sum of $1152,34, and also his costs of this action.

And it is ordered and decreed, that unless, the costs of this suit, and the amount found due the plaintiff, with interest shall be paid within five days, from the date of this decree, the defendants equity of redemption shall be foreclosed and an order of sale shall be issued to the Sheriff of said County, directing him to appraise, advertise and sell said premises according to law, including advertisement in a German newspaper. And from the proceeds of such sale, he shall pay:

(First) the costs of this suit, and any taxes, penalties and interest and assessments due upon said premises.

(Second) To said plaintiff said sum of $1152,34, with interest as aforesaid, and bring the balance if any into Court.

And it is further ordered, that a minute of this proceeding be entered on the argin of the record of said mortgage.

7921 Order of Sale.

Issued July 8th, 1901, Returned and filed Nov 13" 1901.

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 Ohio in said County of Union, on the 1st day of July 1901, Andrew Renner obtained a Judgment and decree against George Stoll et, al, for the sum of Eleven Hundred and fifty two and 34/100 Dollars and $ costs of suit. And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said George Stoll, within 5 days from the 1st day of

July, A,D. 1901, pay unto the said Andrew Renner the said sum of $1152 24/100 Dollar, with interest from the 8th day of April. 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 Plaintiffs petition &c. And. Whereas, the five days aforesaid have fully expired and the said sum of $1152, 24/100 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, Towit:-
In Military District No 4812 and bounded and described as follows:-
Beginning at a stone corner to Abaham Spains land, thence N 37 deg, W 49 7/10 poles to a stone corner to Richard Epps land, thence N 57 deg, E 130 poles to a stone in the Olephand and Spain road, thence S. 37 deg, E. 43 7/10 poles to two sugar trees and a hickory orignal corner to said survey. thence S, 54 deg 55 min. E 130 poles to begining. Containing 35 acres more or less. Also all right title interest and estate to about two and one half acres of land in the same survey which was purchased, fixing the boundary line between the lands of the said Henry Grimes, dated Apr, 19th, 1875, and recorded in Union County, Ohio. (Record of Leases Book – Pg 102)
We Therefore Command You. That you proceed to carry said order, Judgment, and decree into Execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Executions, and that you apply the proceeds of such sale in satisfaction of said Judgment and decree, with costs and interest as specified therein: and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville Ohio, this 8th, day of July A.D. 1901. (Seal)
Chas Kenbonwood. Clerk.
Endorsements:- Sheriffs Return.
The State of Ohio, Union County, ss.
In Obedience to the command of the Order of Sale hereto annexed, I did, on the 10 day of July 1901. Summon J. B. Galloway, J. W. Barner, and Jacob M. White 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 10th 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 $29.00 (Twenty nine) per acre. 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 — day of — 189— 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 31st 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 5 consecutive weeks; and in pursuance to said notice, I did on 31st day of August A. D. 1901, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came George Stoll who bid for the same the sum of Twenty Eight Dollars, and said sum being More than two-thirds of the appraised value thereof, and said sum of Twenty Eight Dollars per acre, Dollars.

(Sheriff's Fees)

Service $,30 Levy $,30 Sum Appraisers $,30 Swearing Appraisers $,30 Writing Appraisal $,30 Copy of Appraisal $,30 Notice to Printer $,30 Affidavit of Printer $,30 Writing Notice $,30 Mileage $4.80 Poundage $ 98c Return $,30 Deed $ 2.00 Total $19,60 Appraisers Fees $ 3.00 Printers Fees $ 31,50

S. F. Burnham. Sheriff.

7921. Legal Notice

Andrew Penner. vs. George Stoll, et al.

On Order of Sale.
Court Common Pleas, Union County, Ohio.
Filed Sep 5th, 1901.

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio, I will offer for Sale at the north door of the Court House, in Marysville, Ohio, on Saturday, August 31, 1901, at or about the hour of one o'clock P. M. on said day, the following described real estate, to-wit:-

Situated in township of Allen, County of Union and State of Ohio, and bounded and described as follows: In Military district No. 4812 and bounded and described as follows: Beginning at a stone corner to Abraham Spain's land thence North 37° west 49,7-10 poles to a stone corner to Richard Eff's land: thence north 57° east 190 poles to a stone in the Oliphant and Spain road: thence south 37° east 49,7-10 poles to two sugar trees and a hickory original corner to said survey; thence south 54° 55' east 190 poles to the beginning: containing 35 acres, more or less.

Also all right, title, interest and estate to above two and one half acres of land in the same survey, which was purchased by Samuel Grau from Henry Grimes, by agreement fixing the boundary line between the lands of said Henry Grimes, dated April 19, 1875, and recorded in Union County, Ohio. (Record of Leases Book, page 102.)

Appraised at $ 29.00 per acre. Terms of sale, cash.

S. F. Burnham. Sheriff of Union County Ohio

Proof of Publication.

The State of Ohio, Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in the Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with July 31, 1901.

W. O. Shearer

Sworn to and subscribed before me, this 5th day of September 1901.

(Printer's Fees, 836.50) (Seal) Chas Tenhoured Clerk.

7921 Entry

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7921 Entry

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7921 Entry

Andrew Renner
Vs. Court Common Pleas, Union County, Ohio.
George Stoll et,al. Filed November, 18th, 1901.

This day this cause came on for hearing and by order of the Court was continued for sale.

7921 Entry

Andrew Renner
Vs. Court Common Pleas, Union County, Ohio
George Stoll, et,al. Filed Nov 18, 1901.

On motion of plaintiff, the Court having set aside the continuation of the order of sale herein, and on his producing the return of the Sheriff of the sale made under a former order of this Court, and the Sheriff having sold the property described in the writ of execution, issued to him in this case, the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law, and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said sheriff convey to the purchaser, George Stoll, by good and sufficient deed, according to Law, the property so sold; and that said purchaser is hereby subrogated to all the rights of the lien holders in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk of this Court cause satisfaction of the mortgage herein sued on, to be entered on the margin of the record thereof, in the office of the Recorder in Union County, Ohio.
And the Sheriff is ordered to pay from the proceeds of said sale, amounting to $980,00, as follows:
First:- To the treasurer of said County, the taxes, penalties and interest thereon, the sum of $3 95/100.
Second:- The costs of this action taxed at $98 27/100.
Third:- To the plaintiff Andrew Renner, by his attorney Charles Aubert, the balance of the money remaining in his hands, to-wit, the sum of $877 68/100.

Attest:-
Chas Penhorwood. Clerk.
Minnie Penhorwood Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial Distrist of the Court of Common Pleas of the State of Ohio, before Hon. Ulmean How. Judge of said Court of the September Term, A.D. 1901.

Be it remembered that heretofore, towit. Aug 2. 1901. Mary E. Wolford. filed with the Clerk of said Court the following petition, towit:-

7962. Petition

Mary E. Wolford.
vs
Simeon F. Burnham. Sheriff of Union County, Ohio and Allen Haines Deputy Sheriff of said County, and Leroy Wolford.

Court Common Pleas, Union County, Ohio.
Filed Aug 2. 1901.

The plaintiff says for cause of action against said defendants that on the 31st day of July, A.D. 1901. Simeon F. Burnham as the Sheriff of said County levied an execution upon the property of the plaintiff hereinafter described, Issued by the Clerk of the Courts of Union County, Ohio, and directed to said Sheriff of said County in favor of Jacob Boesel, against one Leroy Wolford who is the husband of the plaintiff for the sum of $446 22/100 with interest at 6% from the 29th, day of January 1896, and $29 21/100 costs. That plaintiff says she is the owner of the following land upon which said defendants caused said levy to be made, to-wit: Part of survey No 4405, Beginning at a stone in the center of the Kenton road at the South West corner of the Wolford lot, thence, N 82½° E 230 46/100 poles with the Wolford line to the survey line thence with the survey line S, 8½° E, 37 92/100 poles to the corner Martin Richardson, thence with his lot S, 82½° W, 225 66/100 poles to the center of the road, thence with said N, 16° W, 38 26/100 poles to the beginning containing fifty four acres of land being the same land purchased of Lewis Lake, March 12, 1874, be the same more or less. subject to all legal highways.

Said Sheriff also levied on the following personally property of the plaintiff at the same time and for the same debt. about 12 acres of oats growing and the said farm of the plaintiff and one rick of Timbaty hay on the same farm. and about 20 acres of corn. Plaintiff further says she is not interested as a debtor or otherwise the said debt and is not bound in any way to pay the same, and that all of the above described property is her by purchase with her own means and money. that said personal property grew on her land and was raised by her and at her own expence. and said Leroy Wolford has no tangible interest therein. That on the 29th day of March, A.D. 1901, she purchased the above described lands and paid her own money fo the same. That by mistake said life estate was made to said Leroy Wolford contrary to the intentions of all parties hereto. that she is wholly ignorant of the law and cannot read or write, and that her instructions and intent was that the title to said land be made to her with the right of Leroy Wolford to a home on the same as long as he lived. and she never knew until now that said deed was made to him. during his natural life. that said deed was never read to her, and she was never informed by any one that said deed was so made.

7962 Waiver

7962 Precipe

7962. Transcript from Probate Court.

That said Sheriff - his Deputy are threatening to sell the plaintiff's property to pay the debt of said Leroy Wolford and will sell the same unless restrained by the order of said Court to her great and irreparable damage. Plaintiff further says that said deed to said real estate as it now stands is wholly wrong and a continued menace to her rights and interest. Plaintiff therefore prays that an order of injunction issued against said Sheriff Simeon F. Burnham and his Deputy Allen Haines restraining them from advertising and selling or offering the same for sale of the property above named, and that the same be made perpetual. and plaintiff further says that the Court make an order correcting the said title and deed to her said lands heretofore described, and make the same, Read, that said real estate be, and the same is corrected to read to Mary E. Wolford and heirs, in fee subject to a home on the same during the life of said Leroy Wolford and for all proper relief in the premises.

J. M. Kennedy. atty for Plaintiff.

The State of Ohio, Union County ss. Mary E. Wolford being hereby first duly sworn says the facts and allegation of the foregoing petition are true.

Mary E. her X mark Wolford.

Sworn to and subscribed before me by the said Mary E. Wolford, before me this the 2nd day of August. 1901.

(Seal)

Chas Penhorwood. Clerk of Court.

7962
Waiver

Marysville O, Aug 2nd 1901, Leroy Wolford one of the defendants herein named hereby Waiver the issuing and Servicl of summons in this case and entre my appearance herein.

Leroy Wolford.

7962
Precipe

To the Clerk, Issue Summons to the Coroner of Union County Ohio for Simeon F. Burnham, and Allen Haines indorsed Injunction allowed.

J. M. Kennedy.

7962.
Transcript from Probate Court.

Mary E. Wolford.
Vs.
Simeon F. Burnham. et. al.

Probate Court, Union County, Ohio.
Filed Aug 2nd 1901,

This day came the Plaintiff by J. M. Kennedy. and it appearing that the judges of the Common Pleas Court, in which Court the above entitled action is pending, are absent from the County, this cause came on to be heard upon the Plaintiffs application for an injunction, upon the petition duly verified and affidavits therein filed, and was argued by Counsel; and the Probate Judge being fully advised in the premises, and being satisfied that the Plaintiff is entitled thereto a temporary injunction is granted, as prayed for in the petition, restraining the defendant from selling or offering for sale the real estate described in plaintiffs petition herein, being fifty four acres of land in survey No. 4406 in Taylor Township, Union County. Ohio. Also the following personal property, About 12 acres of oats growing on said land: one rick of timothy hay on said land, and about 20 acres of corn growing on said land, upon the said plaintiff giving to said defendants an undertaking, executed by sufficient surety, in the sum of One hundred

Dollars, conditioned and to be approved as required by law.
J.M. Brodrick. Probate Judge.

The State of Ohio, Union County, ss.
I John M. Brodrick, Judge and Ex Officio Clerk of the Probate Court, within and for said County, and in whose custody the Files, Journals and Records, of said Court are required by the Laws of the State of Ohio, to be kept, do hereby certify that the foregoing Entry is taken and copied from the Journal of the proceedings of said Court; that the same has been compared by me with the original Entry on said Journal and that it is a true and correct copy thereof.
In Testimony Whereof I hereunto subscribe my name officially, and affix the Seal of said Court, at the Court House in Marysville in said County, this 2nd, day of August, 1901.
(Seal) John M. Brodrick.

7962. Undertaking

The State of Ohio, Union County, ss.
Mary E. Wolford.
Vs
Simeon F. Burnham, et, al.
Probate Court.
Filed, Aug 2nd, 1901,

We bind ourselves to the said defendants Simeon F. Burnham and Allen Haines in the sum of One hundred Dollars, that the Plaintiff Mary E. Wolford shall pay to the said defendants the damages they may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted.
Witness our hands this 2nd day of August, 1901. Mary E. her X mark Wolford.
Sarah J. Martin. Leroy Wolford.
This undertaking approved by me this, 2nd day of August 1901.
J.M. Brodrick Probate Judge.

7962. Order of Injunction

Order of Injunction Issued Aug. 2nd 1901, Returned and filed Aug- 2nd 1911.
Before the Probate Judge, of Union County, Ohio.
Mary E. Wolford.
Vs.
Simeon F. Burnham, Et, al.
Common Pleas Court.
Injunction.

To the said defendants, Simeon F. Burnham and Allen Haines
An order of Injunction having been granted by the Probate Judge of said County, in the absence from the County of the Judge of the Common Pleas Court in which the above entitled action is pending, as appears by the Journal of the Probate Court: and said Plaintiff having given an undertaking as ordered according to law, you are enjoined from selling or offering for sale the real estate described in plaintiffs petition herein, being fifty four acres of land in survey No, 4405 in Taylor Township. Union County, Ohio, Also the following personal property. about 12 acres of oats growing on said land, one rick of Timothy hay, on said land, and about 20 acres of corn, growing on said land, until the further order of the Court. Witness my signature and the Seal of said Probate Court, at Marysville, Ohio this 2nd day of August 1901.
(Seal) John M. Brodrick. Probate Judge

7962 Summons

7962 Entry.

Endorsements:- Coroners Return.
The State of Ohio, Union County. ss.
Received this writ Aug 2nd A.D. 1901, at 4 oclock P.M, and pursuant to the command thereof served the same by delivering personally to Allen Haines and Simeon F. Burnham certified copies of this writ with all the endorsements thereon.
Service--$.30 Mileage---$,16 Copy---$,20 Additional Defts--$,15 Return--$,30 Total $1,11
A.B. Swisher. Coroner.

7962. Issued Aug 2 nd, 1901. —— Returned and filed Aug. 2 nd, 1901.
Summons
The State of Ohio, Union County. To the Coroner of Union County:
You are hereby commanded to notify Simeon F Burnham and Allen Haines That they impleaded withothers have been sued by Mary E. Wolford, in the Court of Common Pleas of Union County and must answer by the 31st day 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 2nd. day of August A.D. 1901. (Seal)
Chas Penhorwood. Clerk.

Endorsements:- Coroner's Return.
The State of Ohio. Union County. ss.
Received this writ August 2nd A.D. 1901. at 4 oclock P.M. and served same by delivering personally to Allen Haines, and Simeon F. Burnham. certified copies of this writ with all the endorsements thereon.
Coroner's Fees. Service & Return $,60 Additional Defts $,15 Mileage $,16 Copy $,20
Total $1.11
A.B. Swisher Coroner Union County O.

7962 Entry.
Mary E. Wolford
Vs Court Common Pleas, Union County, Ohio.
Simeon F Burnham. et. al. Filed Sept 27th, 1901.
This day this cause came on for hearing upon the petition of the plaintiff and upon proof the Court being fully advised in the premises do find that so much of said cause as relates to said defendants Simeon F. Burnham and Allen Haines is settled by the parties hereto. The Court further finds that it was the intention and purpose of said parties as grantors in the deed recited in said petition. was to give the title in fee to said Mary E. Wolford subject to the life Estate of said Leroy Wolford It is therefore ordered adjudged and decreed by the Court that said real estate title and record be so corrected to read as follows to-wit: To Mary E. Wolford and heirs in fee subject to the wife of said Leroy Wolford to a home thereon during his life.
That the plaintiff pay the costs of this action.

Attest.
Chas Penhorwood Clerk.
By Minnie Penhorwood 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 Hon Duncan Kerr, Judge of said Court of the January Term, A.D. 1902.

Be it remembered that heretofore, towit:- Dec, 5th, 1901. Edward Black, filed with the clerk of the said Court the following Petition towit:-

8011.
Petition

Edward Black.
vs.
Lettie M. Black.

Court Common Pleas, Union County, Ohio.
Dec, 5th, 1901.

The plaintiff says 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 the said County of Union. The plaintiff is a son of John and Marinda Black and has always lived with his parents and worked for them at farm work in this County. The plaintiffs age is nineteen years. On the 27th, day of June last the plaintiff was married to the defendant which marriage relation still exists.

The plaintiff says that he contracted said marriage under the following circumstances. He was at work with his father in the month of June last when he was arrested on a charge of bastardy brought by the defendant who claimed to be pregnat with child. Upon his arrest the plaintiff protested his innocence of the charge but his parents became excited and believing the charges to be true told the plaintiff he must marry the defendant and take care of her child. Thereupon the plaintiff and his father came to Marysville together where they were met by the defendant and a license procured and the marrage ceremony pronounced. After said marrage the plaintiff returned home with his father: and the defendant went to her home which was in the same neighborhood. Almost immediately after said marriage ceremony was pronounced the plaintiff and his parents learned that the defendant had purposly deceived them, and that she was not with child and that she falsly made said charge to entrap the plaintiff. The defendant had unbeknown to the plaintiff or his parents been grossly immoral and she then more openly entered upon a career of debauch and shame, having silicit intercourse with other men, using loud and obscene language and firing off a revolver while passing along the highway and soon became a public character of bad repute. During the last fall the specific time being unknown to plaintiff, the defendant left this county and took up her abode in a notorious house of ill fame in the town of Marion Ohio, where she now is as a common prostitute. The name of the house being, The White Pidgeon.

The plaintiff charges the defendant with committing adultry with divers persons to the plaintiff unknown, and with being a common prostitute.

The plaintiff says that since said marriage he has remained at home with his parents, working for them and that he has conducted himself properly and that he is wholly irresponsible for the evil conduct of the defendant. Wherefore the plaintiff prays that he may be divorced from the defendant and for all proper relief.

J.L. Cameron
Attorney for plaintiff.

8011
Summons

8011
Sheriffs Return.

8011.
Entry

8011
Summons

Issued Dec. 5th 1901. ---- Returned and filed Dec, 9th, 1901.
The State of Ohio Union County. ss. ---- To the Sheriff of the County of Marion
You are commanded to notify Lettie M. Black that Edward Black. 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 adultery &c. 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 16th. day of Dec. A.D. 1901.
Witness my hand and the Seal of said Court at Marysville. This 5th. day of Dec". A.D. 1901.

Seal

Chas Penhorwood. Clerk.

8011
Sheriffs Return.

Endorsements:
Received 8 o'clock A.M. on the 6th. day of December A.D. 1901. and on the 6th day of December A.D. 1901 I served the same upon the defendant by delivering a true copy thereof together with a certified copy of the petition in this case to Lettie M. Black. personally

"Sheriffs Fees"

Service	30.
Copy	80.
Mileage	32.
Return	18.
Postage	5.
	$1.15

John Battenfield. Sheriff.
B. E. Gron. Deputy.

8011.
Entry

Edward Black.
Vs. Court Common Pleas. Union County Ohio.
Lettie M. Black. Jan 6th, 1902.

This day this cause came on to be heard upon the motion of the defendant for alimony pendente lite herein, and was argued by counsel and submitted to the Court; whereupon the Court overrules the motion.

Edward Black.
Vs. Court Common Pleas. Union County. Ohio.
Lettie M. Black. Jan 22 nd. 1902.

This day this cause came on to be heard upon the petition of the ~~plaintiff~~ and the answer and cross petition of the defendant, and the evidence. on consideration whereof the Court being fully advised in the premises finds that the defendant has been legally notified of the filing and pendancy of the petition by service of summons and copy and copy of the petition for more than six weeks prior to the hearing hereof. The Court further finds that the parties were married as in the petition set forth. and that the plaintiff was a resident of Ohio for more than one year prior to the time of filing his petition herein and at the time of filing the same he was a bona fide resident of said County of Union. The Court further find that the charges made by the defendant, against the plaintiff in her answer and cross petition are not sustained by the evidence and are not true. The Court further finds that at the time of filing the petition the defendant was an inmate of a house of prostitution as in the petition alleged and that subsequent to said marriage and before the filing of the petition herein. she had been guilty of adultery as in the petition set forth. and that by reason thereof the plaintiff is entitled to be divorced from said defendant. It is therefore

adjudged and decreed by the Court that the marriage relations heretofore existing between said Parties be and the same is hereby set aside and wholly annulled and both parties released from the obligations of the same. It is further ordered that the plaintiff pay the costs of this proceeding taxed at $.

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before Hon Duncan Don Judge of the said Court of the January Term, A.D. 1902.

Be it remembered that heretofore, towit:- Jan 21th, 1902. John A. Coleman, filed with the Clerk of the said Court the following Petition towit:-

8024. Petition

John A. Coleman, Executor of the estate of George Coleman, deceased. vs. Martin Coleman, William Coleman, Henry Coleman, Louis Coleman, Mada Coleman, and John M. Hamm,

Court Common Pleas, Union County Ohio. Jan 21th, 1902. (Petition to construe Will.)

Plaintiff brings this action as executor as aforesaid and says that: He as executor of said will, is in doubt as to the intent and true legal interpretation of Item 6. of said will; and therefore unable to proceed to carry out and complete the trust, without the direction and judgment of this Court. Plaintiff says, that said George Coleman in his lifetime made and published his last will and testament whereby he appointed said plaintiff and plaintiffs mother, Mary C. Coleman executors thereof. (The said Mary C. Coleman having since died, leaving plaintiff, sole executor.)

That on the 23rd day of October 1883, said George Coleman died.

That on the 19th day of December 1883, said will was duly admitted to probate by the probate Court of Union County, Ohio. That on the 19th day of December 1883, letters of testamentary were issued to said plaintiff by the probate Court of said County. That thereupon said plaintiff duly qualified and entered upon the discharge of his duties as executor, and has ever since been and is now acting as such executor.

That the defendants, William Coleman, Henry Coleman, Martin Coleman, Lewis Coleman, Elizabeth Coleman Hamm, intermarried with John M. Hamm, and Mady Coleman Kliber intermarried with Fred Kliber, and this plaintiff, are the legatees and devisees in said will, with the widow, Mary C. Coleman, now deceased. That a copy of said last will and testament is hereto annexed, marked "Exhibit A."

That said testator died seized of about 983 acres of land devising thereof 500 acres, to his five sons, leaving 483 acres charged with legacies.

Plaintiff says that said Elizabeth Coleman Hamm, died intestate and without issue on the 7th day of April, A.D. 1900, leaving her husband John Hamm surviving her. That said Lewis Coleman, the youngest son and child of testator became 21 years old on the 16th day of September 1901.

That the administration and distribution of said estate under the will, and in the execution of the trust created therein, divers questions

have arisen and will arise which can be properly determined only by the decree of this Court, and this plaintiff is advised and believes that it is necessary to the proper execution of his trust that he should receive the instructions of the Court as hereinafter prayed for.

Wherefore the plaintiff prays judgment: That the said last will and testament of George Coleman may be construed in so far as the same may be ambiguous and obscure as regards any or all of the following questions.

First:-- Item 6" of said will reads as follows, to-wit:

When my youngest child becomes of age, I desire that each of my two daughters Elizabeth and Mady shall have the sum of Seven thousand and five hundred paid to them in the manner following, to-wit:-

If my five sons wish to divide the balance of my lands among themselves then they may do so by paying to my two daughters by each of my five sons $1500, in three equal payments, one in hand, or one in one year and one in two years with interest from that date but if they prefer not to divide the land then I require the same to be sold in payments of 1/2 down 1/3 in one year & 1/3 in two years with interest, & after paying them the said Elizabeth & Mady each in said payments $7500. each that the balance be given in equal parts to my five sons.

As to the meaning, correct interpretation and effect of this Sixth paragraph of said devise and Bequest, and whether the true intent and meaning thereof be to confer upon the said Elizabeth and Mady, a present vested interest in the $7500. to each of them, as a legacy at the death of their father George Coleman, with merely the right of enjoyment postponed and contingent? Or was the vesting of this legacy in said legatees postponed in the date when the youngest child should arive at the age of twenty one years?

Second:--- It is the judgment of the Court, that the legacies of the said Elizabeth and Mady did not vest until the youngest child became of age, but that the said legacy to Elizabeth lapsed, by reason of her death before the event, and sunk back into the estate from which it was to be taken; then and in that event is the said devise to Elizabeth of 7500.00 an intestate found in the hands of the executor? As to wether the testator in and by this his will, effectually devised and bequeathed the entire interest in all his property, real and personal, and made provision for the above contingency, so that he did not die intestate as to any of his estate or interest therein.

And the plaintiff further ask that he may be instructed as to any other questions which may arise in the administration of said estate, and in the execution of the trust created by the said will. and that he may have such other and further relief as may be just.

Robert M Crory. Attorney for plaintiff

The State of Ohio, Union County ss.

John A. Coleman being first duly sworn, says that he is the duly appointed and qualified executor of the estate of George Coleman. deceased. that the allegations made and facts set forth are true as he verily believes.

John A. Coleman.

Sworn to by John A. Coleman, before me, and by him subscribed in my presence, this 18th. day of January A. D. 1902.

(seal) Robert W. McEvoy. Notary Public.

"Exhibit, A."

Know all men that I George Coleman, of Union County Ohio, being of feeble health but of sound mind do make & publish this my last will

Item 1. I desire that each of my five sons to have one hundred acres of my land as they become of age, and in order to make that division I give to my son John to use from the time of my death 100 acres where-on he now lives on the gravel pike to run off by the county survey or by starting in the center of the lane near the barn & running back with the lane to the fence next to the timber lot & then jog off with the fence & go far enough so that by running a line the same course as the lane 100 acres will be cut off of the South east end of my farm on the side of the road on which the brick stands in which he lives. 2------- I give to my second son William one half of my two hundred acre tract which I bought of the Mulford land from Woods & Robinson situated on the road running past Bowen Lammis home and the other half of said 200 tract I gave to my third son Henry but said William is not to have the use of his 100 acres till he becomes of age, & then he is to have the use of the whole 200 acres till Henry becomes of age, & they are to divide the lot equally between them when Henry becomes of age. 3------- I give to my fourth son Martin One hundred acres to be run off of the North end of my home farm by running a line at right angles, with the gravel road, but he is not to have the use of it till he becomes of age this is to be on the North side of the pike same as Johns. 4------ I give to my youngest son L. when he is of age. One hundred acres to be run off on the south side of the gravel Road where my brick residence is. to commence west & North of the house in the center of the pike and run at right angles with the gravel road and back to the back line of my land and extending south & east down the pike far enough to make 100 acres but not to go beyond the line of the lot I bought of the Butler land and if that line would make more than One hundred acres then the line to stop where the 100 will be included by commencing 20 rods West & North of the brick house. but if the 100 acres from the Butler lane would run more than 20 rods from the house, then it is to run far enough in that direction to make the 100 acres. 5------- I wish all my family to remain together on the home farm during their minority & under the management of my wife & son John I wish all of my real estate to be kept together & farmed & used as they may think best from the day of my death until my youngest child who shall be then living shall arrive at adult age. giving however to each of my sons their respective lots as they became of age and all of my personal property & money & credits I give to my wife & son John in trust to pay all my debts & proper funeral expenses including a proper monument & the balance to use with management of the business on said farm & it is my wish that said homelands be managed until my youngest child shall become of age---

6------ When my youngest child becomes of age I desire that each of my

two daughters Elizabeth and Mady shall have the sum of Seven thousand & five hundred dollars paid to them in the manner following.
"Viz. towit:- if my five sons wish to divide the balance of my lands among themselves then they may do so by paying to each of my two daughters by each of my five sons $1500. in three equal payments, one in hand, one in one year & one in two years with interest from that date but if they prefer not to divide the land then I require the same to be sold in payments of 1-2 down 1-3 in one year & 1-3 in two years with interest & after paying them the said Elizabeth & Mady each in said payments $7500 each that the balance be given in equal parts. to my five sons. 7.---- Whatever may have been saved from the use of sdid lands under the management of my wife and son as aforesaid I wish to be divided among my wife and children in equal shares & it is my desire that my wife shall remain with the family on the homestead & help raise our Children to the best of her ability & have her home there with my youngest son as long as she shall live & he shall furnish her a comfortable home & I charge it on his land.--- And in case she shall not live with him she shall be entitled to have & collect from each of my said sons annually the sum of money equal to the one third of the annual value of the rents and profits of the land before given to each of them during her life, after our youngest child shall become of age and this I make a charge on their lands.--

8.----- In order to provide against accidents I provide that neither one of my sons shall have any right, or power to sell convey or encumber the lands I have devised them for ten years after they respectively become of age. but provide that if they die within ten years of becoming of age, then their land shall respectively go to their heirs at law without encumberance... 9".... Inasmuch as the 100 acres given to my son Martin is more valuable than that given to Wm & Henry I require Martin to pay to Wm & Henry each five hundred dollars which I make a charge on the land & which he is to pay in five equal annual payments after he comes of age and as my youngest son is to keep his mother if she wishes to live at the old homestead with him I give him the most valuable part & as my oldest son has helped much in clearing up my lands & I expect him to aid in the management of the home farm on reasonable terms of compensation I have given him more than would make him equal with the others. perhaps.
10..... I do not wish my son and wife to make any sale of property unless they think that is the best way to dispose of any surplus property not needed in the running the business: nor do I wish them to give security as trustees & I make my executors of this my will to do any thing that may need to be done to carry out my wish as expressed in this will and if my wife dies or marries before my youngest child becomes of age then I confer all the above powers on my son John with power if he thinks best of renting and managing my said farm for the use of said heirs who are yet minor so far as they need further support & education & the balance for all my heirs aforesaid. 11".... This provision for my wife is in lieu of her dower and other allowance as of land and in case of the death of my son

John I desire the probate Court may appoint a trustee to act in his stead.--- In witness whereof I have hereunto set my hand & seal this 28th. day of September 1888. (Signed) George Coleman.
Witnessed by us at the request of George Coleman, J.W. Robinson.
H.B. Knotts. J.S. Coleman.

2124
Waiver

John A. Coleman executor of estate of George Coleman, deceased.
Vs.
William Coleman. et,al.
Court Common Pleas. Union County. Ohio,
Jan,20. 1902.

Now comes the William Colemdn, Henry Coleman. Martin Coleman, Lewis Coleman, Mady Coleman. Kleiber. John M. Dawn. the defendants in said suit, and waive the issuing and service of summons, and voluntarily enter their appearance as such defendants, and further and waive the time for pleading, and consent to hearing at the convenience of the Court.
Mary B. Kleiber.
Martin Coleman.
Lewis Coleman.
John M. Dawn.
J.H. Coleman.
George Wm Coleman.

8024.
Entry

John A. Coleman. executor of the estate of George Coleman. deceased.
Vs.
Martin Coleman, et. al.
Court Common Pleas. Union County. Ohio.
Mar, 17th. 1902.

And now this cause came on to be heard on the petition of plaintiff, asking for the direction and judgment of the Court concerning certain parts of the will of George Coleman. of which said plaintiff is the executor, and upon certain quistains presented in said petition: all the defendants being default for pleading. And thereupon the Court after careful consideration, find and adjudge the true intention and construction, of said will to be as follows, towit: That the gift of the legacy, and the time of payment of the same was contingent, depending on the majority of the youngest child. That the legacy of said Elizabeth Coleman Dawn. therefore remained contingent during the minority of Lewis Coleman. the youngest child. and that by reason of the death of said Elizabeth. before the youngest child became of age. the legacy so bequeathed to her in said will lapsed and became a part of the residuary estate of the said George Coleman. deceased.
It is therefore considered by the Court that John M. Dawn. is entitled to one part of the fund, provided for in the sixth item. of said will, as the heir at law of his late wife, the testators. daughter, who died. before Lewis Coleman, his youngest child: became of age, and that said bequest to said Elizabeth Coleman. of $7500.00. lapsed back into the estate of testator, to be equally distributed among all the said heirs of testator. And the executor will be instructed accordingly.
Attest:- Chas Penhorwood. Clerk.
Minnie Penhorwood. Deputy.

8033.
Petition

Please continued and held at the Court house in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas. of the State of Ohio. before the Hon. Duncan Dow Judge of the said Court of the January Term. A. D. 1902. Be it remembered that heretofore to wit:- Feb 14th 1902. John Doelp et. al. filed with the Clerk of the said Court the following Petition to wit:-

Court Common Pleas. Union County, Ohio.

8033. Petition

John Doelp. Lizzie Blumenschine. Carrie Hutchather, Minnie Moore - Plaintiffs

Vs.

Charles Rousch, Caspar Rousch and George Strang. and the Evangelical Lutheran St Johns Congregation. Defendants.

(Petition)

The plaintiffs say that the Evangelical Lutheran. St Johns Congregation is an incorporated religious society, and the said Charles Rousch, Caspar Rousch. and Gezge Strange are the trustees of said corporation.

The said corporation is the owner of a Church building in the County in Darby Township, and in connection with the said Church property is a Cemetery and place of burial for the dead. More than fifteen years ago. one John Doelp the father of the plaintiffs bought a burial lot in the said cemetery and paid a full and valuable consideration for the same and it was then and there agreed by and between the said defendants and the said John Doelp. that in consideration of the said payment of said consideration the said burial lot was to be a place of sepulcher and burial for him the said John Doelp, and his wife and such members of his family as it was desired to be buried there. for himself and the wife and the heirs of said John Doelp forever. and irrevocable.

About nine years ago the said John Doelp died in this county and the defendants assisted in his burial in the said lot in said cemetery and his body now lies there with provision for room for his wife to be buried by his side. all of which was arranged and agreed upon by and between the said John Doelp and the defendants in the life time of said John Doelp. The plaintiffs say that they are the children and only children of said John Doelp and his then wife Margretta B. Doelp. who is the mother of these plaintiffs and the wife of said John Doelp.

The plaintiffs say that on the 12th. day of Feby. 1902. the said Margretta B. Doelp. mother of the plaintiffs died and the plaintiffs have made all arrangements for her funeral and her burial to take place in said family lot beside the body of plaintiffs father. and the plaintiff employed persons to dig and prepare a grave in said lot for said burial and the same has been partly dug and prepared. The plaintiffs say that this morning the said Charles Rousch and the other trustee of said Church came to said cemetery and locked the gate and forbid the employes of plaintiffs from preparing said grave or entering the said lot. and forbid the plaintiffs for burying their mother in the said cemetery. and they threaten that if the plaintiffs or any one of them attemps to carry out the arrangements for said burial that they will prevent the same by force.

The defendants have always kept and still keep the consideration paid by John Doelp. for said lot and for burial rights. and that it was the wish of John Doelp and the plaintiffs mother that she should be.

buried beside him in the said cemetery, and it is also the wish and desire of the plaintiffs that the earthly remains of their father and mother may not be seperated in death but that they shall rest side by side in the said burial lot.

The Plaintiffs cannot proceed with the said funeral arrangements and burial without causing a breach of the peace, and if the threats of the defendants to prevent said burial are carried out it will cause the plaintiffs, great anguish and mental distress of body and mind and be an irreperable injury to the plaintiffs.

Wherefore the plaintiffs pray that an injunction may be issued restraining the defendants from in any manner interfering with said burial arrangements, or from locking or keeping said gate locked or from preventing the plaintiffs, or trying to prevent them from burial of their mother body in the said lot, and that the defendants may be enjoined from any and all acts of violence or obstruction of said burial and funeral proceedings and for all proper relief.

J.L. Cameron. Attorneys for plaintiff

The State of Ohio Union County, ss.

John Doelp being first duly sworn says that he is one of the plaintiffs and that the facts stated in his foregoing petition are true.

John Doelp.

Sworn to before me and signed in my presence this 14th. day of Feb. 1902.

(Seal) Chas Penhorwood. Clerk.

8033. Summons

Journal Entry. 8033.

Journal Entry. Order Granting Temporary Injunction or Restraining Order.

Probate Court, Union County, Ohio. February 14th 1902.

John Doelp. Lizzie Blumenschine
Carrie Utsbathen & Minnie Moore.

Vs.

Charles Rousch. Caspar Rousch. George Stange.
and the Evangelical Lutheran St Johns congregation.

This day came the Plaintiffs by J.L. Cameron their attorney and it appearing that the Judges of the Common Pleas Court, in which Court the above entitled action is pending, are absent from the County, this cause came on to be heard upon the plaintiffs application for an injunction, upon the petition duly verified and affidavits therein filed, and was argued by Counsel: and the Probate Judge being fully advised in the premises, and being satisfied that the plaintiffs are entitled thereto, a temporary injunction is granted, as prayed for in the petition, restraining the defendant from in any manner interfering with the burial arrangements of Margaretta B. Krus. deceased, widow of John Doelp. deceased, or from locking or keeping locked the gate of the cemetery in connection with the Evangelical Lutheran St Johns Church, or preventing plaintiffs or trying to prevent them from burial of the body of the said Margaretta B. Krus, in the lot in said Cemetery owned by John Doelp. deceased. and from any and all acts of violence or obstruction of said burial and funeral proceedings. upon the said plaintiffs giving to said defendants an undertaking. executed by sufficient surety, in the sum of One Hundred dollars. conditioned and to be approved as required by law.

(John M. Brodrick. Probate Judge.)

8033. Order of Injunction

Endorsements:- The State of Ohio. Union County ss.
I John M. Brodrick - Judge and Ex-Officio Clerk of the Probate Court, within and for said County, and in whose custody the Files, Journals and Records of said Court are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Entry is taken and copied from the Journal of the Proceedings of said Court; that the same has been compared by me with the original Entry on said Journal and that it is a true and correct copy thereof.
(In Testimony Whereof). I hereunto subscribe my name officially, and affix the Seal of said Court, at the Court House in Marysville, in said County, this 14th day of February, 1902.
(Seal).
John M. Brodrick. Probate Judge.

8033.
Summons

Issued Feb. 14th, 1902. ---- Returned and filed, Feb, 14th, 1902.
The State of Ohio. Union County, ---- To the Sheriff of Union County.
You commanded to notify Charles Rousch, Casper Rousch, and George Strang, and the Evangelical Lutheran St Johns Congregation, that they have been sued by John Doelp et al, 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 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.
Witness my hand and the Seal of said Court, this 14th, day of Feb A.D. 1902. (Seal) Chas Kenhorwood, Clerk
Endorsements:- The State of Ohio. Union County ss. (Sheriffs Return)
Received this writ Feb, 14th, A.D. 1902. at 1 oclock, P.M. and served same by personally handing to H.C. Keehle, who has charge of the Evangelical Lutheran St Johns Congregation and Casper Rousch, true and certified copies of this writ with all the endorsements thereon, and by leaving at the usual place of residence of George Strang, a true and certified copy of this writ with all the endorsements thereon Feb 14th, 1902. Charles Rousch not being found in Union County
Sheriffs Fees:- $2,30 S.F. Burnham. Sheriff.

8033.
Order of Injunction

John Doelp et al. Vs. Charles Rousch et al. Before the Probate Judge of Union County, Ohio Common Pleas Court Union County, Ohio.

To the said defendants Charles Rousch, Casper Rousch, George Strapp, and the Evangelical Lutheran St. Johns Congregation An order of Injunction having been granted by the Probate Judge of said County, in the absence from the County of the Judge of the Common Pleas Court in which the above entitled action is pending, as appears by the Journal of the Probate Court:) and said plaintiffs having given an undertaking as ordered according to law, you are enjoined from in any manner interfering with the burial arrangements of Margaretta R. Kress, deceased widow of John Doelp, deceased, or from locking or keeping locked the gate of the cemetery in connection with the Evangelical Lutheran St. Johns Church, or from preventing plaintiffs or trying to prevent them from burial of the body of said

Margaretta B. Kyer. in the lot in said Cemetery owned by John Doelp, deceased, and from any and all acts of violence or obstruction of said burial and funeral proceedings. until the further order of the Court.

Witness my signature and the Seal of said Probate Court, at Marysville Ohio, this 14th. day of February 1902.

John M. Brodrick Probate Judge.

8033. Precipe.

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

You are commanded to make due service of the within Order upon said Charles Rouch. Casper Rouch. George Stang and the Evangelical Lutheran St Johns Congregation in the manner prescribed for serving a summons, and make return thereof to the Clerk of the Court of Common Pleas. without delay.

In Witness whereof. I have hereunto set my hand and affixed the seal of the Probate Court. this 14th day of February 1902.

(Seal) John M. Brodrick. Probate Judge.

Endorsements:-

The State of Ohio. Union County. ss Sheriffs Return.

Received this writ Feb 14th. A.D. 1902. at 1 oclock P.M. and, pursuant to the command thereof I served same by handing to H. C. Keehle who has charge of the Evangelical Lutheran St Johns Congregation. and Casper Rousch true and certified copies of this writ with all the endorsements thereon and by leaving at the usual place of residence of George Strang, a true and certified copy of this writ with all the endorsements thereon Feb 14. 1902. Charles Rouch not being found in Union Co.

Sheriffs Fees. $2,30 S. F. Burnham. Sheriff.

8033. Answer.

John Doelp et. al. Court Common Pleas. Union County Ohio.

Vs.

Charles Rouch et. al. Answer.

Now comes the defendants. and answering the petition of the plaintiffs herein filed against them say. they admit that the defendant The Evangelical Lutheran St. Johns Congregation is an incorporated religious society. and that they are the trustees of the same. They deny that the John Doelp deceased. mentioned in the petition. ever bought a burial lot in said Cemetery; deny that he paid a full or valuable consideration for the same. deny that there ever was any agreement or understanding between the said John Doelp, deceased, and said Church that in consideration of a certain payment the said John Doelp acquired an interest in a burial lot as a place of sepulcher and burial for himself. wife and family forever and irrevocably. These answering defendants admit that some nine years ago the said John Doelp deceased, died and was buried in one of the lots of the said Cemetery belonging to said incorporated religious society. but deny that the said religious society or its trustees or any of its members acting in its behalf assisted in the burial of the said John Doelp in said John Doelp was so buried in said Cemetery lot unlawfully. and against the protests of said Church corporation. and without its consent or that of its trustees. They deny that there ever was any arrangements or agreement with

the said John Doelp in the lifetime of the said John Doelp providing for room
for burial of the wife of said John Doelp.
These defendants admit that on the 12th day of February 1902. one Margaretta
B. Kress. the mother of plaintiffs and at one time the wife. and later the
widow of the said John Doelp, deceased. died; but deny that the said
Margaretta B. at the time of her death was the wife or widow of the said
John Doelp. and aver the fact to be that the said Margaretta B. on or about
the 11th day of October, 1897. was married unto one Henry Kress. and at
the time of her death was the wife of the said Henry Kress and no
longer the wife or widow of the said John Doelp, and not entitled to any
burial rights under and by virtue of the facts that she was at one
time the wife of said John Doelp. And defendant admits that the
plaintiffs or somebody in their behalf attempted to make arrangements
for said funeral and burial in said cemetery lot containing the
remains of the said John Doelp deceased. and admit that these answer-
ing defendants refused to permit and forbade the burial of said Margaretta
B. Kress in said Church cemetery.
The defendants deny that the said John Doelp deceased ever became the
owner of any lot in said cemetery; or acquired any seperate interest
therein. They deny that he paid any consideration for a lot and absolute
burial rights therein except as hereinafter stated; and deny each and
every other allegation in said petition contained hereinbefore expressly
admitted. These defendants say further that the facts in the case
are as follows, to-wit: That said incorporated religious society is the
owner and sole owner of the cemetery and burial grounds mentioned
in the petition; that the ground for said cemetery was acquired by said
religious corporation for the express purpose of the burial of such members
of said congregation as were in good and regular standing at the
time of their respective deaths. That the discipline of said Church. and
the constitution and by-laws of said Church. and the resolutions of
said Church, provide for and control the use and manner of use of
burial lots and of burial privileges therein; that by the discipline,
constitution and by-laws of said Church only persons who are
members of said congregation and who remain members in good
and regular standing up to the time of their deaths are permitted
the privilege of burial in said cemetery. That at one time the said
John Doelp deceased was a member in good and regular standing of
said defendant corporation, and as such. and while such member
in good and regular standing. received permission at different
times to bury four of his children in one of the lots of said
cemetery, but that thereafter, viz: on or about the 5th. day of April.
A.D. 1892. at a regular meeting of the members of said congregation.
and according to the rules. regulations and discipline of said
congregation. the said John Doelp was found guilty of conduct
violating the rules and regulations and discipline of said Church.
and was on said day expelled from said congregation. and thereby
forever lost and all rights. privileges and interests in and to any of
the property of said congregation, and any and all benefits that a
member thereof is entitled to. That by reason of said expulsion said

John Doelp forfeited and lost thenceforth all his rights, privileges and interests of whatever kind and nature the same may have been, in and to said burial lot. and any interest or privilege or so called right to be buried in any of the lots of said cemetery, and that said right and privilege then and thereby became lost and forfeited also to his former wife and other members of his family if any of such rights and privileges were ever acquired by or become attached to them or any of them - also on about the 11 th. day of April 1892, the said Margaretta B. Kress abandoned the Church with her husband John Doelp, deceased. And the answering defendants aver that neither these plaintiffs nor the said Margaretta B. Kress. formerly the wife of John Doelp. deceased, and at the time of her own decease the wife of one Henry Kress, who survived and yet survives her, nor the said Henry Kress, her surviving husband. had at any time any right, easement or privilege to or in any of said lots in said cemetery or the right or privilege of burial therein. or the right, easement or privilege to bury therein the body of the said Margaretta B. Kress, deceased, and that what ever right or privilege, if any, of burial in said cemetery lot ever attached to the said Margaretta B. Kress, ceased and became lost and forfeited by and through the expulsion of the said John Doelp from the Church, and also by her re-marriage as aforesaid.

Wherefore the defendants pray that said petition be dismissed, that the injunction therein prayed for be refused. that they may be restored to any and all rights that they have lost under and by virtue of the temporary restraining order herein granted, and for such other relief as they may be entitled to.

Robinson & Woodburn their Attorneys.

The State of Ohio, Union County ss.

Charles Rouch being first duly sworn depose and says that he is one of the duly elected. qualified and acting trustees of the Evangelical Lutheran St Johns Congregation, and authorized in the premises, and that the denials. statements and averments in the foregoing answer above set forth are true as he verily believes.

Charles Rouch.

Sworn to before me by the said Charles Rouch and by him subscribed in my presence this 12th. day of March.

(Seal) Chas Pendorwood. Clerk. By Deputy.

8033. Entry.

8033. Reply.

John Doelp. et. al.
Vs. Court Common Pleas. Union County. Ohio.
Charles Rouch et. al.

Now comes the plaintiff and for reply to the answer of the defendants say: They deny that said John Doelp, deceased, was buried in the said cemetery lot unlawfully, or against the protest of the Church. and deny that none of the members of said Church assisted at the funeral of said John Doelp, deceased. and deny that said John Doelp deceased was found guilty of un-Christian conduct, or that he was expelled from said Church. and deny that the discipline of said Church forbids persons not members being buried in the said cemetery. Plaintiffs admit that at the

time of her death their mother was the wife of said Henry Kress, but they were not living together. These plaintiffs aver that if there be any rules of said Church denying Christian burial to one who is not a member at time of death, but whose rights were acquired while a member; such rules was made after the said John Doelp, deceased purchased said lot, and the same is not consistent with law and is void. The plaintiffs say that their father and mother lived near said defendant Church when said lot was acquired, but afterward they moved to Marysville, O some fourmiles distant, and that there is a German Lutheran Church congregation at Marysville, and the father & mother of plaintiffs transfered their membership to the Marysville congregation, and that at the time of their deaths both said father and mother were members in good standing in the latter Church, and as such entitled to christian burial, but they never relinquished their rights to be buried in the lot where their children lay in the defendants cemetery. The plaintiffs deny each and every allegation and averment in the said answer contained, and not herein, & in the petition expressly admitted. Wherefore the plaintiffs pray as they have already prayed in their petition

J L Cameron.

The State of Ohio Union County ss.

John Doelp, one of the plaintiffs being first duly sworn says, that the facts stated in the foregoing reply are true as he believes true.

John Doelp.

Sworn to before me and signed in my presence, this 7th day of April 1902. (Seal) J L Cameron Notary Public.

8033. Entry.

John Doelp et.al.
Vs.
Charles Rongch et.al.

Court Common Pleas, Union County, Ohio.

This day this cause came on to be heard, and thereupon one Lizzie B. Blumenchine moved the Court to strike her name from said petition for the reason that she is not a party plaintiff by her consent, which motion was thereupon granted.

And thereupon this cause came on to be heard upon the petition of the plaintiffs, the answer of the defendants and the reply of the plaintiffs exhibits and testimony, and was submitted to the Court.

On consideration whereof the Court find that said burial grounds of the defendants congregation are, by the rules and resolutions, constitution and by laws of said congregation, the property solely of said congregation, and that under the rules and regulations of said congregation only members of said congregation in good and regular standing at the time of their deaths are entitled to burial therein, and that under said rules, regulations and resolutions of said congregation and by virtue thereof the said Margaretta B. Kress, at the time of her death, was not entitled to burial in said cemetery, for the reason that she was not a member of said congregation at the time of her death. And the Court find against the plaintiffs and in favor of the defendants. And by consent of the parties hereto it is ordered that the remains of said Margaretta B. Kress be permitted to rest in said cemetery, and that the children and relatives of said Margaretta B. Kress be

permitted to visit her burial place at all proper times and to erect monument and care for said lot. It is further ordered that the petition be dismissed and the injunction be dissolved, but without right of action on the injunction bond. It is further ordered that each party to this cause pay its costs by it respectfully made.

Attest:-
Chas Penhorwood Clerk. By Deputy.

7994. Sheriffs 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 Hon, Duncan Don Judge of the said Court of the January Term A.D. 1902. Be it remembered that heretofore to-wit:- Oct- 8th 1901 Ross Forsythe filed with the Clerk of the said Court the following Petition. to-wit:-

7994. Entry

7994 Petition

Ross Forsythe
Vs. Court Common Pleas, Union County, Ohio.
Cora Forsythe.

Plaintiff says he has been a resident of the State of Ohio for more than a year at last past, and is now a bona fide resident of Union County Ohio. Plaintiff says that on the 3rd, day of July 1894, he was married to the defendant whom he prays may be made a party hereto.

Plaintiff says that defendant has been guilty of gross neglect of duty ever since their marriage, in this to-wit:- that she would be gone from home and neglect her family and family duties, for weeks at a time ever since their marriage, and that she has been guilty misconduct in this at various and sundry times during the past six or seven years. She has been away with other men for days at a time.

On or about July 1900 she left her bed in the night season and went out with a man by the name of Bennett and stayed away all night.

During their married life they had born to them two children: Arther Forsythe, 6 years old August 1900 Floyed Forsythe, 3 years old 26 of April 1901. Plaintiff prays that on the final hearing of said case he be granted a complete Divorce from the defendant, and that he be decreed the custody care and control of said Minor Children and for all proper relief in the premises.

J.M. Kennedy. Attorney

7994 Precipe

To Clerk. Issue summons and copy of this petition to the Sheriff of Champaign County returnable according to law for Cora Forsythe. at in said County endorsed Divorce and Custody of Children prayed for.

J.M. Kennedy Atty for Plaintiff.

7994. Summons.

The State of Ohio, Union County, ss. To the Sheriff of Champaign County.

You are commanded to notify Cora Forsythe that Ross Forsythe has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, a true copy of which is herewith delivered to you to be served on her, charging her with gross neglect of duty etc, and asking that he be divorced from her, and that he have custody of Children and for other proper relief. Said petition will stand for hearing during the

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turn 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 21 st day of Oct. A.D. 1901. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 8th. day of Oct, A.D. 1901.

(Seal) Chas Reinhorwood. Clerk.

Endorsements.

7994. Sheriffs Return. The State of Ohio, Champaign County, ss. Sheriffs Return.

Received this writ Oct 9th. A.D. 1901. at 8 o'clock A.M. and served same by handing Cora Forsythe a true copy of this writ, together with a certified copy of petition. (Sheriffs Fee $ 3,50) D.J. Hull. Sheriff.

7994. Entry Ross Forsythe.

Vs. Court Common Pleas, Union County, Ohio.

Cora Forsythe.

This day this cause came on for hearing on the petition of the plaintiff the defendant being in default for answer and the Court being fully advised after hearing the evidence of witness do find for the plaintiff. as follows to wit 1st that they were married as alleged in the petition.

2 That said defendant was duly served with summons in this case.

3rd The defendant has been guilty of gross neglect of duty, and misconduct as charged in said petition. It is therefore decreed ordered and adjudged by the Court that said parties be divorced from each other and that each party be released from the obligation thereof and that the plaintiff have the custody care and control of said Child Arthur Forsythe and that the plaintiff pay the cost of this case.

Attest

Chas Reinhorwood. Clerk. By 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 January term A. D. 1902.
Be it remembered that heretofore, towit, on the 17th day of Feb. the following petition was filed with the Clerk of said court, towit

8040 Petition

Fullington, Howard and Co. Plaintiffs
vs. Court Common Pleas, Union County, Ohio,
C. H. Coe and P. L. Coe. Defendants.

The Plaintiffs say that they are a partnership formed for the purpose of doing business in Ohio and are engaged in the business of banking in the village of Milford Center County of Union in said state. under the name of Fullington Howard and Co. and its members are W. C. Fullington, N. Howard and C. Howard. Who compose said Partnership. This action is founded upon a promissory note, of which the following is a copy with all the credits and indorsement thereon;

$112 00

Milford Centre O., Feby 2" 1899

Nine months after date, as principal debtors, we jointly and severally promise to pay to the order of Fullington, Howard and Co., One hundred and Twelve dollars for value received, and we hereby dispense with demand of payment of this note and authorize any attorney-at- law to appear for us, or either of us, at any time after the same shall become due, in any court or record in the state of Ohio, or Elsewhere, and waive the issuing and service of process and confess judgement against us or either of us, in favor of the holder or holders of this note for the amount of said note, with eight per cent interest, payable annually after the same shall become due, together with costs of suits, and release all errors and waive all right of appeal in this behalf.
Witness our hand and seals this 2 day of Feby 1899.

Copy C. H. Coe [Seal]
J. P. L. Coe [Seal]

No 5317 Due Nov. 2/99.

There are no Endorsements or payments on said note There is due to the Plaintiffs from the Defendants on said note the sum of One hundred and thirty three and 38/100 dollars. which they claim with interest from the 15th day of Feby, A. D. 1902, at 8 per cent. per annum, and for which with costs of suit they ask. judgment against the Defendants.

Robinson & Woodburn
Attorneys for Plaintiffs

8040 Answer

8040 Entry

The State of Ohio Union County ss.
W. C. Fullington being sworn says that he is one of the Plaintiffs and also of the firm of Fullington & Howard and Co, and that the facts stated and allegations in said Petition are as affiant believes true.

W. C. Fullington

sworn to before me, and signed in my presence this 15th day of February A. D. 1902.

Robt. McCrory.
Notary Public

Seal

8040 Answer

Fullington, Howard and Co. Plaintiffs
vs.
C. A. Coe and P. L. Coe Defendants
Court of Common Pleas, Union Co. Ohio.

The Defendants C. A. Coe and P. L. Coe by J. L. Cameron Attorney. and an Attorney at Law of record in this Court, duly authorized therefor by the warrant of Attorney Embraced in the note sued on in this suit, and which note with the accompaning Warrant of Attorney is produced, and shown to the Court, and filed herewith, now come and waive the issuing and service of process, in this action, and hereby enter their appearance herein; and said Defendants by J. L. Cameron their said Attorney duly authorized as afore said say that they cannot gainsay or resist the facts stated and allegations in the petition of Plaintiffs herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the Plaintiffs on the said note in manner and form as the Plaintiffs have in their petition set forth, and that the amount due upon said indebtedness at this day is the sum One hundred and thirty three 38/100 dollars, bearing interest at 8 per cent per annum, and therefor, for that sum, with interest from Feby 15th 1902 at 8 per cent. per annum and accruing costs and confess judgement in favor of the Plaintiffs, and waive and release all errors in this proceeding and said judgement, and all proceedings, petitions, and writs of error therein.

J. L. Cameron
Attorney for Defendants

8040 Entry

Fullington, Howard and Co. Plaintiffs
vs.
C. A. Coe and P. L. Coe Defendants
Court of Common Pleas Union County Ohio

This day came the Plaintiffs by Robinson & Woodburn Attorneys and filed this Petition against said Defendants, and thereupon J. L. Cameron an Attorney-at-Law of this Court,

by virtue of a Warrant of Attorney for that purpose, duly duly executed by said Defendants now produced in open Court, proven, shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendants, waived the issuing and service of process, entered the appearance of said Defendants herein, and acknowledging that said Defendants did owe and are indebted unto the Plaintiffs as they have in their petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said Defendants to said Plaintiffs on said indebtedness, the sum of One hundred and thirty three and 38/100 dollars, bearing interest at 8 per cent. per annum, and that said Plaintiffs ought to recover of said Defendants a judgment for that sum. It is therefore considered by the Court here that the said Sullington Howard and Co. Plaintiffs do recover of the said C. H. Coe and P. L. Coe Defendants the sum of One hundred and thirty three and 38/100 dollars so confessed, as aforesaid, with interest from Feby. 15th 1902 at 8 per cent. per annum, and also costs in this behalf expended taxed to $———— and by virtue of said Warrant of Attorney all errors in this action, judgment, and proceeding, and all proceedings, petitions and writs of error thereon, are by said Defendants waived and released,

attest Chas C. Penhorwood, Clerk,
by Deputy.

7977
Petition

Pleas continued and held at 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 Kerr Judge of said Court of the January Term A.D. 1902.
Be it remembered that heretofore, to wit, on the 30th day of August 1901, the following petition was filed with the Clerk of said Court, to wit:

7977 Petition

Mary Guy Plaintiff
vs. Court of Common Pleas Union County Ohio.
William Guy Defendant.

The Plaintiff Mary Guy says that she is a bona-fide resident of the County of Union and State of Ohio and has been a permanent resident of the County and State aforsaid for many years last past. that on or about the 9th day of September 1866 at Union County Ohio she was married to the defendant and that ever since said marriage she has conducted herself toward the said defendant William Guy, as a faithful and obedient wife. Plaintiff says the issue of which marriage being the following Children Frank Guy. 16 years of age.

1st Cause of action: On the 10th day of August 1899 the said Defendant without any just cause or justification whatever so far as this Plaintiff is concerned was guilty of extreme cruelty toward her by striking her with his fist, and otherwise beating and maltreating her in a shameful manner. and Plaintiff further alleges and says that said Defendant has on divers and sundry times prior to the 10th of August 1899 been guilty of extreme acts of Cruelty towards her by striking, beating and threatening to kill her.

2nd Cause of action: The Defendant for more than three years last past has been guilty of gross neglect of duty towards Plaintiff, in that by reason of his idleness and dissipation he has wilfully failed and neglected to provide this Plaintiff and their said child with food and clothing and the common necessaries of life, so that she has been compelled to live on the assistance and charity rendered by her relations, although he was fully able to properly support her and their said child.

Plaintiff further says the Defendant is the owner with the Plaintiff of the life estate in the following described real estate to wit: Situated in Paris Township part of Military survey No. 4074. beginning at a stone in the west line of said survey No. 4074 and north west to a lot of land containing 20 acres owned by the heirs of W. Elliot deceased: Thence with the North line of said lot N 82° E 80 poles to a stone, Thence with the east line of said lot S 72° E. 40

poles to a stone in the south line of said survey No. 4074.
Thence with said line north 82° E. 65 poles to a stone. (Beech and
sugar gone) S.W. corner to R.J. Staleys land thence with the
west line of her land and the west line of E. Turner's land
N 7¼° W 112 60/100 poles to a stone (near a hickory tree marked as
a corner tree) South east corner to said E. Turner's Wasson Farm.
Thence with the south line of said farm S 89° 14 7 60/100 poles to a
stone (Elm and ash gone) South west corner to said farm in the
west line of said survey No 4074. Thence with said line south
7½° E. 75 poles to the beginning containing 8 5 acres More or less.
Being same land conveyed by Hiram Burton & wife to Isaac
Doudersmith by deed May 4th 1876. The above discription is
according to a survey made by A. S Moory May 4th 1876.
recorded in Volume 63 page 197.
Plaintiff further says that she has not cohabited with the
said Defendant for several years last past.
Wherefore Plaintiff pray the Court that upon the hearing of
this cause, she be divorced from said Defendant, that the
interest of said Defendent in said life estate be decreed to her
absolutely and the said Defendant be divested of all rights
and interests therein, and that said interest in said
life estate be decreed to her during her natural life
and then said estate go to her heirs as the will directs.
and that the same be allowed her as alimony, and
that she may be awarded the custody of said child,
Frank Guy. and for such other and further relief as in equity
she may be entitled to.

Mary Guy
by A. H. Kollefrothe
her Atty.

7977 Entry

7977 Precipe

To the Clerk of Court.

Issue summons togather with a copy of foregoing petition to the Sheriff of Franklin County Ohio for the Defendant herein and make same returnable according to law.

A. H. Kollefroth
Atty for Plaintiff

7977 Summons.

Issued August 30th 1901 —— Returned and filed Sept 9 1901.
The State of Ohio Union County — To the Sheriff of Franklin
County you are commanded to notify William Guy that
Mary Guy has filed, in the office of the Clerk of the Court
of Common Pleas of Union County, and Stat of Ohio. a petition
(a copy of which has been served on him) charging him with extreme
cruelty and gross neglect of duty and asking that she be divorced
from him and that she have alimony and custody of Child
and for other proper relief. Said petition will stand for hearing
during the term of said Court next ensuing, and six weeks.

from and after the service of this writ, you will make due return of this summons on the 9th day of Sept. A.D. 1901 witness my hand and Seal of said Court at Marysville this 30th day of August A.D. 1901 (Seal) Chas. C. Pinkerwood Clerk.

Endorsement.

Injection for divorce and Alimony.—

Sheriffs return: Recived this writ 9 O'clock a.M. on the 31st day of Aug. A.D. 1901, and on the 4th day of Sept. A.D. 1901, I served the same upon the defendant William Guy by personally handing to him a true copy thereof togather with a certified copy of the petition in this case.

Charles A. Pearce Sheriff &c.
by E. E. Bastian Deputy.

(Sheriffs fees) Total $1.95.

7977 Entry

Mary Guy Plaintiff
Vs
William Guy Defendant.

Court of Common Pleas Union County Ohio.

Now came the Plaintiff & the Defendant having bun duly served with summons and a copy of the petition herein and having failed to appear, the Court find that in default for answer and demurrer to said petition, and finds that the allegations thereof are confessed by him to be true, The Court also find that the Plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bonifide resident of the County of Union and that the parties hereto were married as in said petition set forth. The Court further find that the Defendant has been guilty as set forth in her petition, and by reason thereof the Plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the Court that the Marriage contract heretofor existing between the said Mary Guy Nee William Guy be and the same is hereby is dissolved, and both parties are released from the obligations of the same, it is further ordered that the custody, care and education and control of said child Frank Guy of the parties hereto be confided to the said Mary Guy exclusively. And the Court find that the Plaintiff is the owner of a life estate of the following described real Estate to wit: situated in Paris Township, part of Military survey No. 4074, beginning at a stone in the west line of said survey No 4074 and north west corner to a lot of land containing 2 acres owned by the heirs of W. Elliot deceased, thence with the north line of said lot N. 82° E 80 poles to a stone. thence with the east line of said lot S 7½° E. 40 poles to a stone in the south line of said survey No 4074. Thence with said line N. 82° E. 68 poles to a stone (Buck and sugar gone) S.W. corner to R. J. Stalling's land and the west line of E Turner's land N. 7¼° W 117 9/10 poles to a stone (near

a hickory marked as a corner tree) south east corner to said Ed Turner & Wasson farm; thence with the south line of farm S 89° W 147 poles to a stone (Elm and ashgone) south west corner to said farm in the west line of said survey No 4074. Thence with said line S 7½° E 75 poles to the beginning, containing 85 acres more or less, and the same is hereby restored to her divorced of all and every claim title & interest of her said husband. It is further ordered by the Court that Plaintiff pay the costs,

Attest,
Chas C Penhorwood Clerk,
by Deputy.

7985
Petition

7985
Answer

Please continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon Duncan Dow Judge of said Court of the 7 the March term A.D. 1902 Be it remembered that heretofore, towit, on the 8th day of Oct. 1901 the following petition was filed with the Clerk of said Court towit:

7985 Petition

Side Graves. Plaintiff
Vs. Court of Common Pleas Union County Ohio.
Tillie Cahill Defendant.

On appeal from the judgement of J. L. Jolliff a Justice of the Peace in and for the said County of Union. First the Plaintiff alleges that on the 9th day of September 1900. she commenced work for the Defendant at her request as a nurse and continued in her employment as such for the period of seven weeks and six days, for which services the defendant promised to pay her, on demand, such sum as they were reasonably worth.

Second: Such services were reasonably worth the sum of $70 70/100 and plaintiff demanded of the defendant the payment of said sum.

Third: There has been paid on the same the sum of $36 00 and there is now due from the defendant to plaintiff the sum of $34 70/100 with interest from July 31st 1901, Wherefore plaintiff asks judgement against defendant in said sum of thirty four and 70/100 dollars with interest from July 31st 1901.

J. L. Jolliff
Attorney for plaintiff

State of Ohio Union County Ohio S.S.

Now comes the plaintiff Side Graves, who being first duly sworn, makes oath and says that the facts stated and allegations made in the foregoing petition are as she verily believes true.

Side Graves

Sworn to before me and subscribed in my presence this 1st day of October A.D. 1901.

J. L. Jolliff Notary Public

7985 Answer

Side Graves Plaintiff
Vs
Tillie Cahill Defendant.

Court of Common Pleas Union County Ohio
Filed Dec. 9th 1901.

Now comes the defendant and for answer to the plaintiff's petition admits that the plaintiff was employed by the defendant in the capacity of a nurse and that the defendant paid her for such services the sum of thirty six dollars, and denies each and every other allegation in said petition contained. Further answering, the defendant says that the

plaintiff was engaged in said services for the period of seven weeks and six days, except that she was absent and did not perform such services during five days of said time; that defendant furnished her board and lodging during said time; that said services were performed in attending defendant during her sickness; that the duties were not arduous and that close and constant attention was not required of or given by the plaintiff; that she was permitted to and did retire and sleep from about eleven o'clock each night until late in the forenoon of the next day, during which time she was disturbed only at long intervals by being called to attend the wants of defendant; that plaintiff is not a trained nurse, and is without skill and adaptation for the business; that during her said services she neglected her duties and was impatient, irritable and disagreeable in manner and language toward defendant, and thereby worried her and retarded her recovery; that no agreement was made between plaintiff and defendant as to the amount to be paid for said services; and that defendant has paid plaintiff all that said services were reasonably worth had they been well and agreeably performed, and more than they were worth as performed by the plaintiff. Wherefore the defendant asks to be permitted to go hence without date, and that she may recover judgement against the plaintiff for the amount of her costs herein incurred.

J. F. Millar Atty. for Defft.

7985 Entry

State of Ohio Union County ss.

Tillie Cahill being first duly sworn, deposes and says that she is the plaintiff in the above entitled action and that the facts stated and allegations made in the foregoing answer are, as she verily believes, true.

Tillie Cahill

Sworn to before me and subscribed in my presence this seventh day of December A. D. 1901.

(Seal)

J. F. Millar
Notary Public, Union County Ohio

7985 Reply.

Lide Graves Plaintiff Court of Common Pleas Union County Ohio
Vs. Filed March 24th 1902
Tillie Cahill Defendant:

Now comes the said plaintiff herein and for reply says she denies she was absent five days during said time of nursing said defendant; and denies that said duties were not arduous, and that close and constant attention were not required or given plaintiff and denies that she the said plaintiff retired and slept from about eleven o'clock each night until late in the afternoon

of the next day and denies that plaintiff is not a trained nurse and without skill, and denies that plaintiff neglected her duties and was impatient, irritable and disagreeable, in manner and language toward defendant and worried her and retarded her recovery, wherefore plaintiff prays as in her said petition.

W. T. Hookes atty. for Plaintiff

State of Ohio Union County ss:

The plaintiff herein being sworn says the allegations herein are as she believes true.

Side Graves

sworn to and subscribed in my presence this 24th day of March 1902.
(Seal) Chas. C. Penhorwood Clerk

7985 Entry

Side Graves Plaintiff: Court of Common Pleas, Union
vs. County Ohio March 26th 1902.
Tillie Cahill Defendant

This cause coming on this day for hearing, and a Jury being waived, was submitted to the Court upon the pleadings and the evidence, and on consideration thereof, the Court find on the issue joined for the plaintiff; and find that the defendant Tillie Cahill is indebted to the plaintiff in the sum of $19.00.
It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $19.00 and her costs herein expended, taxed at $ ——— for which execution is allowed.

Attest Chas C. Penhorwood Clerk.
by 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 March term A. D. 1902. Be it remembered that heretofore, to wit, on the 7th day of April 1902 the following petition was filed with the Clerk of said Court to wit:

8056 Petition

J. E. Howe Plaintiff
Vs. Court of Common Pleas Union County Ohio
Ezra Tallman Defendant.

There is due plaintiff from defendant on a certain promissory note, which, with all credits and endorsements thereon, is hereto attached, marked exhibit "A." as follows: $165 00/100 Richwood O. Nov 28th 1897.

On the 28th day of August 1898 I promise to pay J. E. Howe or Bearer, One hundred and sixty five dollars for value received with six per cent, interest before due, and eight per cent. after due; interest to be paid annually,
and we jointly and severally hereby authorize any Attorney-at-Law, at any time after the above sum becomes due, within or without process, to appear for us in any court of Record in the State of — and confess judgement against us, for the then due hereon, with interest and costs, and to release all errors and the right of appeal. Witness our hands and seals.
Post office Pottersburg Union Co O. (Seal) Ezra Tallman

and made part of this petition, the sum of Two hundred and Twenty five and 43/100 dollars, which he claims with interest at the rate of eight per cent. per annum, from the Seventh day of April A. D. 1902, Wherefore plaintiff prays judgement against said defendant, for the said sum of Two hundred and Twenty five and 43/100 dollars, with interest thereon at the rate of eight per cent. per annum, from the Seventh day of April A. D. 1902, and for costs of suit.

James McCambell Atty. for plaintiff

State of Ohio Union County ss.

James McCambell 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 above thereto attached; and that the statements contained in the foregoing petition are true, as affiant believes.

James McCambell.

Sworn to before me, and subscribed in my presence this seventh day of April 1902
(Seal) Chas. C. Penhorwood Clerk.

8056 Answer

8056 Entry

8056, Answer

J. E. Howe Plaintiff
Vs
Ezra Dallman Defendant:

Court of Common Pleas Union County Ohio
Filed April 7th 1902.

I Robert McCrory an Attorney-at-Law in the several Courts of record of this State, by virtue of the warrant of attorney annexed to the foregoing petition do hereby enter the appearance of said defendant in this suit, and waive the issuance and service of process herein, and confess judgement in favor of said plaintiff against said defendant on the note attached to said petition, for the sum of Two hundred and Twenty five and 43/100 dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors and right of appeal in the premises. Robt. McCrory Atty. for Defendant.

8056 Entry

J. E. Howe;
Vs
Ezra Dallman;

Court of Common Pleas of Union County Ohio
Filed April 7th 1902.

This day came the plaintiff by his attorney; also came Robert McCrory 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 which is filed with the Clerk of this court, entered the appearance of said defendant, waived the issuance and service of process in this action, and with the assent of the plaintiff, confessed that the said defendant is justly indebted to the said plaintiff, in the sum of Two hundred and Twenty five and 43/100 dollars; and also released and waived all exceptions, errors and right of appeal herein. It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of Two hundred and Twenty five and 43/100 dollars together with his costs herein expended, taxed at $ ——

Attest Chas C. Penhorwood Clerk
(Seal) by 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 Wold Judge of said Court of the March term A. D. 1902. Be it remembered that heretofore, to wit on the 31st day of July 1901, the following petition was filed with the Clerk of said Court to wit:

7960 Petition

Philip H Lind Plaintiff
vs. Court of Common Pleas Union County Ohio.
Elizabeth Wire Defendant.

Plaintiff says for his first cause of action, he is now the owner of a certain note of hand made by defendant to him, for Five hundred and thirty eight and 2/100 dollars, with six per cent, interest from date, of which the following is a copy.

$538 2/100 Magnetic Spring, March 6th 1899.

One day after date for value received I promise to pay to the order of Philip H Lind, Five hundred and thirty eight and 2/100 dollars with interest at the rate of 6 per cent per annum, and I hereby authorize any attorney at-law to appear in any Court of Record in the United States after the above obligation becomes due and waive the issuing and service of process, and confess a judgement against me in favor of the holder hereof, for the amount then appearing due together, with cost of suit and thereupon to release all errors and waive all right of appeal. signed.

Elizabeth Wire.

Plaintiff prays judgement on the above note with interest, plaintiff for his second cause of action, further says defendant is the owner of a certain note for the sum of $165.00 One hundred and sixty five dollars, secured by a mortgage made by Jane Joseph to her the defendant Elizabeth Wire dated the eleventh day of May 1898 payable one year after date. said mortgage was given on the following discribed Real Estate in Union County Ohio. lot No. 57 fifty seven and lot No 58, fifty eight in the M. D. Negood addition to the village of Magnetic Springs in Union County. said mortgage is recorded in book No 34 page 516 of the records of mortgages of Union County Ohio. Now therefore plaintiff prays that he be subrogated to all the rights of the said defendant in and to said note and mortgage and that the same be sold and the proceed be applied to the payment of his claim. as set forth in this petition and all proper relief and mortgage canceled.

Thomas Reed Atty. for Plaintiff

The State of Ohio Union County ss.

The plaintiff being first duly sworn, says the facts and allegations herein set forth are true as he verily believes.

P. H. Lind

7960 Affidavit

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7960 Affidavit

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Subscribed and sworn to in my presence this 31st day of July 1901.
(Seal) Chas. C. Penhorwood Clerk

7960 Affidavit

Philip H. Lind;
Vs. The State of Ohio Union County ss:
Elizabeth Wire;

In the above case the plaintiff being duly sworn, says the defendant is a non-resident of Ohio and he asks service by publication

P. H. Lind

Sworn to and subscribed in my presence this 31st day of July 1901.
(Seal) Chas. C. Penhorwood Clerk

7960 Precipe

Philip H Lind
Vs.
Elizabeth Wire

Court of Common Pleas Union County Ohio.

To the Clerk: issue attachment in the above entitled case to Sheriff of Union County Ohio to attach the equitable interest of defendant in lots No. 57 and 58. in N. W. Negood addition to Magnetic Springs Ohio.

Thomas Reed Atty. for Plaintiff

7960 Affidavit

Philip H. Lind
Vs.
Elizabeth Wire

Court of Common Pleas Union County Ohio
Filed August 9th 1901

I Philip H Lind make oath and say that the claim in this action is for an amount due on a promissory note made by defendant to plaintiff and I also make oath that the said claim is just and that I ought to recover thereon the sum of Five hundred and thirty eight and 2/100 dollars, and verily believe that the property about to be attached is not exempt from execution, and is not the personal earnings of the defendant for services rendered by her within three months prior to the commencement of said action. That said note made by defendant dated March 6th 1899 payable to plaintiff one day after date, dated at Magnetic Springs Ohio. the same is just due and unpaid. plaintiff says he has an action now pending in the Court of Common Pleas of Union County Ohio to recover amount above stated. plaintiff says he believes that the defendant will assign her interest in note and mortgage discribed in his petition. That the defendant is not the head or support of a family plaintiff says Elizabeth Wire, defendant herein is a non resident of the State of Ohio and plaintiff further says he verily believes the defendant intends to defraud him of his just claim as above set forth. I also make oath that the said defendant is the owner of a certain note secured by a mortgage on two lots discribed in his petition for $165.00 which he seeks to attach that if he loses this opportunity to get

his pay, he will be without remedy, to secure his pay for the debt due plaintiff asp, defendant has removed her property out of the State to defraud her creditors.

Philip H Sind.

Sworn to and subscribed before me this 6th day of August A.D. 1901
(Seal) Chas C Penhorwood Clerk.

7960 Attachment

Philip H. Sind: Court of Common Pleas Union County Ohio.
Vs Issued the 6th day of August 1901. Returned and filed the
Elizabeth Wire; 7th day of August 1901.

To the Sheriff of Union County:

You are commanded to attach and safely keep the lands, tenements, goods chattles, stocks or interest in stocks, rights, credits, money and effects of the defendant Elizabeth Wire in your County not exempt by law from being applied to the payment of the claims of the plaintiff Philip H. Sind. or so much thereof as will satisfy said plaintiffs claim for Five hundred and thirty eight and 24/100 dollars and also for Fifty dollars, the probable cost of this action, you will make due return of this order on 19th day of Aug. A. D. 1901. Witness my hand and the seal of said Court this 6th day of Aug. A.D. 1901.

Chas C. Penhorwood Clerk.
(Seal) by Minnie Penhorwood Deputy Clerk.

Sheriffs Return:

Received this order on the 6th day of Aug. A.D. 1901 at 5 O'clock P.M., and in obedience to the command thereof, I did, on the 7th day of Aug. A.D. 1901 at 10 O'clock A.M. in the presence of Isaac McCombs and Clement Siggett 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 freholders the oath required by law to make a true inventory and appraisement of said property, 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 in a conspicuous peace on the premises

Sheriffs Fees $3 75/100
Appraisers " $3 00

S. F. Burnham Sheriff.

Schedule "A." We S. F. Burnham Sheriff of Union County and Clem Siggett and Isaac McCombs two freholders of said County, do truly inventory and appraise the property attached under the foregoing order as the property of Elizabeth Wire at $200 00 and hereinafter discribed as follows viz: Her interest as secured by mortgage for $165 in lots Nos. 57 & 58 in M. D. Degood's addition to Magnetic Springs as recorded in Mortgage record of Union County Book 34, Page 516.

Given under our hands this 7th day of Aug. A.D. 1901

S. F. Burnham Sheriff. Isaac McCombs Clemant Siggett

7960. Amended petition

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7960.
Amended petition

Philip H. Sind.
Vs.
Elizabeth Wire.

Court of Common Pleas Union County Ohio
Filed Aug. 31st 1901.

Plaintiff says for his first cause of action he is the owner of a note of hand made by defendant to plaintiff, of which the following is a true copy,
Magnetic Springs Ohio March 6th 1899. One day after date for value received I promise to pay to the order of Philip H. Sind, Five hundred and thirty eight dollars and twenty four cents, with interest at the rate of 6 per cent. per annum and I hereby authorize any attorney-at-law to appear in any Court of Record in the United States after the above obligation becomes due and waive the issuing and service of process, and confess a judgement against me in favor of there holder hereof, for the amount then appearing due togather with costs of suit and thereupon to release all errors and waive all rights of appeal.
Elizabeth Wire.
Plaintiff asks judgement on said note with interest from date. Plaintiff for his second cause of action says defendant is the owner of a certain note for the sum of $165 One hundred and sixty five dollars, secured by a mortgage made by Jane Joseph to her the defendant Elizabeth Wire dated the 11th day of May 1898 payable one year after date, said mortgage was given on the following described Real Estate in Union County Ohio Lots Nos 57 and 58 in the N. D. Negood addition to the village of Magnetic Springs in Union County State of Ohio, said mortgage is recorded in Book 34 Page 576 of the Records of mortgages of Union County State of Ohio, plaintiff prays that he be subrogated to all the rights of Elizabeth Wire defendant herein, in and to said note and mortgage and that the same be sold and the proceeds be applied to the payment of his claim as set forth in this petition, and all proper relief and mortgage cancelled.
Plaintiff says for his third cause, that on the 13th day of August 1901, Elizabeth Wire for the purpose of hindering and delaying plaintiff in the collection of his just claims, did cause to be entered on the margin of the mortgage records Book 34 Page 576 a pretended release of said mortgage. plaintiff says the said Elizabeth Wire defendant herein had no right to release said mortgage, because the same was in the hands of this Court by reason of an attachment levied by the Sheriff of this County on an attachment issued by this Court on Aug. the 6th 1901 and levy made Aug. 7th 1901 as shown by Sheriff's return in this cause. Therefore plaintiff prays that said pretended release be canceled, set aside and held for naught. Plaintiff further says that Sarah J. Wire holds the legal title

to the lots described in plaintiffs petition ~~He~~ therefore asks that she be made a party to this cause, and she be required to plead any defense she have against plaintiff having satisfaction out of said property described in his petition. On failure of Sarah J. Wire to appear and plead, plaintiff asks she be barred from setting up any future claim adverse to plaintiff's interest, Plaintiff further says B. L. Talmage holds a mortgage on said Real Estate securing a note for $350 made by Sarah J. Wire and Frank Wire, to said Talmadge August 5th 1901. Therefore plaintiff asks that said B. L. Talmage be required to appear and plead if any cause he have why plaintiff should not recover and have satisfaction as prayed for in this his petition. on failure so to do, plaintiff prays that said B. L. Talmage be estopped and barred from setting up any claim adverse to plaintiff having full satisfaction out of the equitable interest of the said Elizabeth Wire in the property described in this his petition, Therefore plaintiff prays for judgment and interest on note, order of sale of the equitable interest of Elizabeth Wire in the property described in this petition, And all orders and decrees necessary to carry into effect all the claims of plaintiff in this action and all lawful and proper relief.

Thomas Reed Atty. for Plaintiff.

The State of Ohio Union County ss.

The plaintiff being first duly sworn, says, the facts and allegation in this petition are true as he verily believes.

Philip A Sind.

Subscribed and sworn to in my presence the 29th day of Aug. A.D. 1901.
(Seal) Wm King Notary Public.

7960 Summons

Issued 31st day of Aug. A.D. 1901. — Returned and filed Sept 5th 1901.
The State of Ohio Union County: To the Sheriff of Union County:
You are hereby commanded to notify B.L. Talmage that he has been sued by Philip A Sind in the Court of Common Pleas of Union County and must answer by the 28th 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 9th day of Sept 1901. Witness my hand and the seal of said Court this 31st day of Aug A.D. 1901

Chas C Penhorwood Clerk.
(Seal) by Minnie Penhorwood deputy

Sheriffs Return; Received this writ Aug. 31st A.D. 1901, at 1 O'Clock P.M. and same by personally handing to the within named B.L. Talmage, a true and certified copy of this writ with all the endorsements thereon, Sept 3rd 1901
Sheriffs fees $3.26

O.F. Burnham Sheriff
By Allen Starnes Dep.

7960. Summons

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7960. Summons

Issued 31st day of Aug. A.D. 1901 — Returned and filed Sept 5th A.D. 1901.
The State of Ohio Union County: To the Sheriff of Union County.
You are hereby commanded to notify Sarah J Wire, that she has been sued by Philip H Sind in the Court of Common Pleas of Union County and must answer by the 28th day of Sept. A.D. 1901 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 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 C. Penhorwood Clerk
(Seal.) by Minnie Penhorwood Depy.

Endorsements: Inaction for money, amt claimed 538 27/100 with interest.
Sheriffs Return: Received this writ Aug 31st A.D. 1901 at 1 O'Clock P.M. and served the same by personally handing to the within named Sarah J. Wire a true and certified copy of this writ with all the endorsements thereon Sept 3rd 1901

S. F. Burnham Sheriff
by Allen D Hames Depy.

7960 Demurrer

Philip H. Sind
Vs
Elizabeth Wire Et.al.

Court of Common Pleas Union County Ohio
Filed Sept. 23rd 1901.

The defendant Sarah J Wire demurs to plaintiff's petition on the ground that the petition does not state facts sufficient to constitute a cause of action against her.

J. L. Jolliff Attorney for Sarah J Wire.

7960 Demurrer

Philip H Sind
Vs
Elizabeth Wire, et.al.

Court of Common Pleas Union County Ohio
Filed Sept 27th 1901.

The defendant B. L. Talmage 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 Attorney for B. L. Talmage.

7960 Answer

Philip H. Sind:
Vs
Elizabeth Wire et.al:

Court of Common Pleas Union County Ohio
Filed Sept 27th 1901.

The defendant Elizabeth Wire answering the petition of the plaintiff admits the allegations contained in the first paragraph or first cause of action of said petition, but as to the second and third paragraphs or second and third causes of action in said petition she denies each and every allegation therein contained. Defendant further answering said petition says that Jane Joseph mentioned in the petition was not indebted to her in any sum whatever at the commencement of this action.

J. L. Jolliff
Atty. for Elizabeth Wire

The State of Michigan County of Macomb ss. Elizabeth Wire being first duly sworn says that she is one of the defendants in the above entitled action and that the allegations made and the facts stated in the foregoing answer are as she verily believes true.

Elizabeth Wire

Sworn to before me and signed in my presence this 23rd day of September 1901. E. J. Salisbury Notary Public Macomb Co. Michigan.

7960 Legal Notice

Elizabeth Wire resident of Mt Clemens, State of Michigan, will take notice that she has been sued by Philip H Sind in the Court of Common Pleas of Union County, Ohio, action on promissory note given by her to him payable one day after date, dated at Magnetic Springs Ohio March 6th, 1899, for the sum of $538.24/100 (Five hundred and thirty eight dollars, and twenty four cents) Also he, Philip H. Sind has levied an attachment on all her interest in and to a certain note and mortgage on lots No. 57 and 58 in N. D. Negood's addition to Magnetic Springs Ohio, all of which will be for hearing at the September term of the Court of Common Pleas of Union County Ohio

Thomas Reed Atty. 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 Aug. 7th 1901.

W. O. Shearer.

Sworn to and subscribed before me this 7th day of Oct. 1901.

Chas C. Penhorwood Clerk.

(Seal) Printers Fees $8 75/100.

7960 Entry.

Philip H. Sind vs. Elizabeth Wire — Court of Common Pleas Union County Ohio. Filed Oct 8th 1901

This day This cause came on to be heard upon the pleadings, and the evidence, on consideration whereof the Court find that the defendant Elizabeth Wire is indebted to the plaintiff Philip Sind on a certain promissory note described in the petition, in the sum of $621.84 principal and interest to this day. It is therefore considered that the said plaintiff recover from the said defendant the sum of $621.84 together with his costs in this behalf expended. And this cause coming on to be further heard upon the demurrers of Sarah Wire and B. L. Talmage to the petition of plaintiff, was argued by counsel, and submitted to the Court.

Whereupon the Court after due consideration sustains said demurrers to which ruling and decision of the Court

7960 Motion

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7960 Amended Motion

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7960 Entry

the plaintiff by counsel, then and there excepts.

7960 Motion

Philip A Sind Court of Common Pleas Union County Ohio
Vs Filed Nov. 25th 1901.
Elizabeth Wire

Now comes the plaintiff by his attorney and moves this Court to issue its order to the Clerk of this Court to issue an order of sale to the Sheriff of Union County Ohio to sell all the equitable interest of the defendant herein Elizabeth Wire in and to lots No. 57 and 58. in N. D. Degood's addition to the village of Magnetic Springs in Union County Ohio being the same lands discribed in plaintiffs petition in this cause, plaintiff says his grounds for motion are that at the September Term of this Court, to wit: On October 8th 1901 this Court rendered and gave judgement in favor of plaintiff and against defendant herein for $621.84 Six hundred and twenty one dollars and eighty four cents, in the proceedings in the above cause, thereby sustaining plaintiffs attachment on said lots, lands, described in his petition and subrogating plaintiff to all the rights of defendant in and to said rights as herein set forth, plaintiff asks for the order of sale as above set forth and all neassary orders. Thomas Reed Atty. for Plaintiff

7960 Amended motion

Philip A. Sind. Court of Common Pleas Union County Ohio
Vs Filed Dec. 30th 1901.
Elizabeth Wire.

Now comes the plaintiff by his attorney and moves This Court to correct the Journal Entry in this case made and found Oct. 8th 1901. being the September term of said Court, by striking out the second paragraph of said journal entry in which said entry says the Court sustains the demurrers of the defendants Sarah J Wire and B. L. Talmage and overrule said demurrers and also order a sale of the lots and land described in plaintiffs petition in this cause, and for ground for said motion says said cause has been tried to final judgment at the September term of 1901. of this court to wit. On Oct. 8th of said term no defence to the claims setup in plaintiffs petition were offered at said hearing nor objection made to the sustaining of plaintiffs attachment in said cause. Thomas Reed Atty. for Plaintiff

7960 Entry

Philip A Sind Court of Common Pleas Union County Ohio
Vs Filed March 27th 1902
Elizabeth Wire et al

This day this cause came on for hearing on motion by plaintiff asking the Court for an order of sale of the lots or land described in his petition after hearing argument of counsel the Court overruled plaintiffs motion and dismissed plaintiffs petition and dissolved the

attachment levied on the property described in plaintiffs petition, to which order plaintiff then and there excepted and gave notice of his intention to appeal said cause to the Circuit Court of said Union County Ohio, appeal bond fixed at fifty dollars.

7960 Philip A Lind Court of Common Pleas Union County Ohio
Vs Filed April 11th 1902.
Elizabeth Wire et.al.

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

Attest Chas. C. Penhorwood Clerk.
(Seal) by Deputy

8002. Petition

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8002, Affidavit

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Coun

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 to wit, on the 12th day of November 1901, the following petition was filed with the Clerk of said Court, to wit:

8002. Petition

Carrie M. Miller Plaintiff
Vs Court of Common Pleas Union County Ohio.
John W. Miller Defendant

First- The plaintiff alleges that on the 1st day of October 1898, in this State, and at Marysville, Ohio, she was married to the defendant, and has since resided therein, and has been a resident of Union County for more than one year last past, and has ever since said marriage conducted herself toward the defendant as a faithful, chaste and obedient wife. Second- The plaintiff further represents that said defendant wholly regardless of his obligations as a husband, soon after said marriage commenced the excessive use of intoxicating liquors, and has for three years last past been an habitual drunkard. Third- The plaintiff further represents that said defendant married the plaintiff under and assumed name, representing himself at the time he first met plaintiff and till after their marriage as John W. Smith, but his true name being John W. Miller. whereby the plaintiff was decieved by said defendant.

Fourth- The plaintiff further alleges that the defendant was and is guilty of extreme cruelty, towards the plaintiff in this to wit: the defendant would take their bedding and pond it for liquor, and would take the furniture from the house and pond it for liquor. Fifth- The defendant is also guilty of gross neglect of duty in this to-wit: The said defendant refused to provide for a plaintiff a home to live in and would not pay rent, and would not furnish a house for them to live in when he was perfectly able to do so, and plaintiff was compelled to go to her father for support, and the plaintiff has been supporting herself with the assistance of her father. The plaintiff prays that she may be divorced from the said defendant and that she may be restored to her maiden name of Carrie M. White, and for such other relief as equity may require.

Carrie M. Miller
by F. A. Thompson her Atty.

8002. Affidavit

Carrie M. Miller Court of Common Pleas Union County Ohio
Vs Filed Nov 12th 1901.
John W. Miller

Before me a Notary Public in and for the County aforsaid. Came Carrie M. Miller who makes

oath and says that she is a resident of Union County Ohio that the defendant in the above entitled action cannot be served personally with summons for the reason that his residence is unknown to her, and this plaintiff further says that the residence of defendant could not with reasonable diligence be ascertained, that this case is one had under the provisions of Section 5048 of the revised Statutes of Ohio.

Mrs Carrie Miller

Sworn to before me and subscribed to in my presence this 9th day of November A.D. 1901. (Seal).

F. A. Thompson Notary Public in and for Union County Ohio.

8002. Legal Notice

Carrie M Miller
Vs
John W Miller

Filed March 27th 1902

John W. Miller whose place of residence is unknown to plaintiff, will take notice that Carrie M. Miller did on the 12th day of November A.D. 1901, file her petition in Union County Common Pleas Court in case 8002, charging the defendant with gross neglect of duty and habitual drunkenness for more than three years last past, and asking for divorce and to be restored to her maiden name of Carrie M. White. said petition will be for hearing on and after six weeks from the date of first publication.

November 20th 1901. Carrie M. Miller

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 Nov 20th 1901.

W. O. Shearer

Sworn to and subscribed before me this 27th day of March 1902.

Chas C. Penhorwood Clerk

(Seal) Printers Fee $3.50

8002 Entry

Carrie M Miller
Vs
John W. Miller

Court of Common Pleas Union County Ohio
Filed March 27th 1902.

Now came the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurrer to said petition; and further find from the evidence adduced 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 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, habitual drunkenness, and gross neglect of

duly, and that by reason thereof the plaintiff is entitled to divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between said Carrie M. Miller and John W. Miller, be, and the same is hereby is dissolved, and both parties are released from all obligations of the same. It is furthered ordered that the plaintiff be restored to her maiden name of Carrie M. White and that she pay the costs of this proceeding taxed at $ ——

(Seal.)

Attest Chas C. Penhorwood. Clerk
by 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 Hons. Duncan Dow Judge of said Court of the January term A.D. 1902. Be it remembered that heretofore, to wit, on the 21st day of September 1901 the following petition was filed with the Clerk of said Court to wit:

7987 Petition

Robert McCrory, executor of the estate of John Crotinger deceased: Plaintiff

Vs

Court of Common Pleas Union County Ohio

Harriet L. Patch and W. B. Patch impleaded with above are Electa J Douglass, Olive A. Page, John W. Parmenter Thomas J. Parmenter, and Barbara Crotinger widow:

That John Crotinger late of the County of Union, and State of Ohio, died on the 17th day of February 1899, leaving as his widow, Barbara Crotinger, and the defendants Electa J. Douglass, H. L. Patch, and Olive A. Page, his daughters, and John W Parmenter and Thomas J Parmenter, sons of his daughter Susie Parmenter deceased, and his grand children, his only issue, and as such his sole heirs at law and next of kin:

On the 20th day of February 1899, a certain paper writing purporting to be the last will and testament of the said John Crotinger, bearing date of the 21st. of April 1894 was presented to the Probate Court of said Union County, and admitted to probate by the Probate Court of that County on the 28th day of February 1899 and is recorded in Vol page 1 of the record of wills in said Court, and letters testamentary thereon were issued to Robert McCrory as sole executor thereof, who thereupon qualified, and is the acting executor thereof. That the defendants, Harriet L. Patch, Electa J. Douglass, Olive A. Page, John W. Parmenter and Thomas J. Parmenter are the legatees and devisees in said last will and testament named. That a copy of said last will and testament is hereto annexed and marked "Exhibit A." Plaintiff further says: That the defendant Harriet L. Patch one of the devisees herein, together with her husband W. B. Patch, became indebted to said testator in his lifetime on a promissory note for the sum of One hundred dollars, with interest at the rate of 8 per cent, per annum payable quarterly, from the 8th day of March A.D. 1890- said promissory note is in the words and figures following, to wit: $100.00 — Portland Indiana, March 8th 1890. One year after date we jointly and severally promise to pay to the order of John Crotinger, at the Peoples Bank, Marysville Ohio, One hundred dollars, without any relief whatever from valuation or appraisement laws: and the drawers and endorsers severally waive presentment

for payment, protest and notice of protest, for the non-payment of this note, and promise to pay the cost and other expenses incurred for the collection thereof, with Eight per cent, interest from date, payable quarterly on note or judgment until paid, value received.

signed Harriet L. Patch
D. B Patch.

No payments nor indorsements have been made on said note. Plaintiff says that there is due on said note, to said estate the sum of one hundred dollars, with interest thereon at the rate of Eight per cent per annum, payable quarterly from March 8th 1890, the sum of $ —— Plaintiff says: That by the Sixth Item, of said last will and testament provision is made for the aforesaid promissory note, as follows to wit: Item 6th. "The note given by Harriet L. Patch and Daniel B. Patch March 8th 1890, calling for $100.00, if not paid by them, I direct that the said note with its interest be deducted from her share of my personal estate, and be by my executor equally distributed between the other children". Plaintiff further says:- that upon final settlement of said estate, leaving out the amount of said note and its interest, the distributive share of said Harriet L. Patch will fall far below the amount of said note and its interest at this time to wit: about the sum of $25.00, wherefore, the plaintiff prays judgment: That the said last will and testament of the said John Crotinger may be construed, in so far as the same may be ambiguous and obscure as regards any or all of the following questions: First,- As to the meaning, correct interpretation and effect of the 6th item or paragraph of said devise or bequest; to wit; whether the intent and meaning thereof be that unless there be a sufficiency of residuary personal property, to the distribution share of said Harriet L. Patch to pay said note and its interest, the whole of said note and its interest or any unpaid part thereof, shall be considered an absolute indebtedness against said Harriet L. Patch, and in favor of said estate, and shall become a charge upon her realty? Second.— If the Court is of the opinion, that the real estate of said Harriet L. Patch, is liable under the will for said indebtedness, or any unpaid part thereof, then whether said Harriet L. Patch is entitled to equally participate in the distribution of the proceeds of said promissory note and its interest, with the other heirs and devisees? Plaintiff further requests that he may be instructed as to any other questions which may arise in the administration of said estate, and in the execution of the trust created by said will-and that he may have judgment for any indebtedness found against said defendants and in favor of said estate, and that he may have such other and

further relief as may be just,

Robt. Mc. Crory Attorney & Sco.

The State of Ohio Union County ss.

Robert Mc. Crory being duly sworn says that he is the duly appointed, qualified and acting executor of the estate of John Crotinger deceased, and that the allegations in the foregoing are as he believes true.

Robt Mc. Crory.

Sworn to by Robert Mc. Crory, and by him subscribed in my presence this 21st day Sept. A.D. 1901,

Chas. C. Penhorwood

(Seal) Clerk.

"Exhibit A"

In the name of the Benevolent Father of All:

I John Crotinger, of the Jerome Township, Union County and State of Ohio, do make and publish this my last will and testament

Item 1— I give and bequeath to my daughter Olive Ann Page during her natural life, and to her children and their heirs the following described premises, to wit: Situated in Jerome Township Union County, Ohio and being part of military survey No. 419, beginning at a stone in the east margin of the Beard road, and corner to Sarah Wise's land; thence with Sarah Wise's southerly land line S 55, W, 136 poles to a stone and Red Oak corner to Samuel Wise's land; Thence with Samuel Wise's line S. 49-30 E 20, 7/100 poles to a stone in the eastern line of the T & O.C. R.R.; Thence with the easterly line of said Railroad S. 4 48-45 E. 57 20/100 poles to a stone; Thence N. 55-15 E. 145 60/100 poles, to a stone in the east margin of said Beard Road, Thence with the easterly margin of said road N. 38 W 51 1/100 poles to the place of beginning, containing 51 1/100 acres, except ten feet reserved as right of way of the South side of this tract and running from the Beard road back to the T & O.C. R.R,

Item 2— I give and bequeath to my daughter Electa Jane Douglass, during her natural life, then to her children and their heirs the following described premises situated in Jerome Township Union County Ohio and being part of U.M. Survey No. 419, beginning at a stone in the easterly margin of the Beard Road, and Northerly corner of Henry Crotinger's land; thence with the easterly margin of said road N 38 W 61 and 1/100 poles to a stone; Thence S 55, 15 W 145 60/100 poles to a stone in the easterly margin of the T & O.C. R.R; Thence with the easterly line of said Railroad S 48, 45 E, 66 50/100 poles to a stone in the line of Henry Crotinger's land; Thence with said Henry Crotinger's line N. 49. 30 E 133 poles to the beginning containing 50 40/100 acres, except that, ten feet is reserved of the north line from the Beard Road back to the T and O.C. R.R. and 20 feet wide down the said Railroad track to the crossing of said R.R. for outlet and right of way to lands devised beyond said railroad, and west of the above devised track;

Item 3.- I give and bequeath to John Wesley Parmenter and Thomas Washington Parmenter sons of my daughter Susie Ellen Parmenter, the tract west of the F. & P. C. Railroad known as the "Smith land," to have and to hold for their life estate, and logo to their heirs after them.

Item 4.- I give and bequeath to my daughter Harriet Louisa Patch, the fifty acre tract known as the "Butler Farm" immediately south of the devise to the two Parmenter brothers and west of the lands owned by Henry Crotinger, to have and to hold during her natural life & then to her children and their heirs.

Item 5.- I give and bequeath to George W Morrow One hundred dollars to be paid him out of my personal property.

Item 6th.- The note given by Harriet Louisa Patch and Daniel B. Patch March 8th 1890 calling for $100.00 if not paid by them, I direct that the said note with its interest, be deducted from her share of my personal state, and be by executor equally distributed between the other Children.

Item 7- Any one of the devisees to this instrument that becomes dissatisfied with my apportionment so much so as to threaten litigation, attempt litigation and cause trouble and expense to the other devisees are to be deprived of any of the benefits devised in this will.

Item 8th.- I hereby nominate and appoint Robert McCrory executor of this my last will and testament, hereby authorizing and empowering to compromise, adjust, release, and discharge in such manner as he may deem proper the debts and claims due me. I desire that no appraisement and no sale of my personal property be made, and that the Court of Probate direct the omission of the same in pursuance of the Statute;

Item 9.- I desire that my personal estate be reduced to money and it be equally distributed (subject to the devises made heretofore therefrom) among my children and their heirs.

In testimony hereof, I have hereunto set my hand and seal this 22nd day of September, in the year 1893.

(Signed) John Crotinger.

Signed and acknowledged by said John Crotinger, as his last will and testament in our presence: and signed by us in his presence.

R. McCrory

Lizzie E. Anderson.

Codicil: Whereas I John Crotinger, on the 22nd. day of September in the year 1893, made my last will and testament of that day, do hereby declare the following to be a codicil to the same. I do hereby revoke my bequest contained in Item 5, and direct that the same be considered null and void, and of none effect, for the purpose therein intended. In witness whereof I have hereunto set my hand and seal this 21st day of April, in the year of 1894.

John Crotinger.

Signed and acknowledged by John Krolinger as his last bill and testament in our presence, and signed by us in his presence
R. Mc. Crory.
Lizzie E. Anderson.

7987 Precipe

Robt. Mc. Crory Exr. Court of Common Pleas Union County Ohio
Vs. Filed September 21st 1901
Harriet L. Patch et al

To Clerk: Issue summons in the above entitled case to the Sheriff of Union County Ohio for Harriet L Patch and Daniel B Patch in the above entitled case returnable according to law. indorse: Petition to construe will.
R. Mc. Crory Atty. for Plaintiffs.

7987. Summons.

Issued 21st day of Sept. A.D. 1901 — Returned and filed Sept 27th 1901.
State of Ohio Union county ss. To the Sheriff of Union County:
You are hereby commanded to notify Harriet L. Patch and Daniel B. Patch that they have been sued by Robert Mc. Crory Executor, in the Court of common Pleas. of Union County and must answer by the 19th day of Oct. 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 30th day of September A.D. 1901. Witness my hand and the seal of said Court this 21st day of Sept. A.D. 1901
(Seal) Chas C. Penhorwood Clerk.
Endorsements: To construe will.
Sheriffs Return: Received this writ Sept 21st A.D. 1901. at 9 o'Clock A.M. and served same by delivering them personally to Harriet L. Patch and by leaving at the usual place of residence of Daniel B Patch, true and certified copies of this writ with all the Endorsements thereon, Sept 26th 1901
Sheriffs fee $1 75/100.
S. F. Burnham Sheriff

7987 Waiver

Robt. Mc. Crory Executor Court of Common Pleas Union County Ohio.
Vs Filed December 26th 1901
Harriet L. Patch et al.

We the defendants herein, each severally waive the issuing and service of process herein and waive time and enter our appearance in the above entitled case, August 1901.
Electa J Douglass.
Oliver A. Page.

7987 Waiver.

Robt. Mc. Crory Executor Court of Common Pleas Union County Ohio
Vs. Filed Dec 26th 1901.
Harriet L. Patch et al.

I hereby waive the issuing and service of process in the above entitled Case and waive time of having the same and enter my appearance therein Nov 8th 1901. John Parmenter.

7987 Waiver

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7987 Entry

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7987 Waiver

Robt. McCrory Executor. Court of Common Pleas Union County Ohio
Vs. Filed Dec 26th 1901
Harriet L. Patch et. al.

I one of the above defendants hereby waive the issuing and service of summons herein, and the statutory for hearing the same and enter my appearance to the above case
Barbara Erotinger
Nov. 3rd 1901. Thos. J. Parmenter

7987 Entry

Robt. McCrory Executor Court of Common Pleas Union County Ohio
Vs. Filed Jan. 8th 1902.
Harriett L Patch et.al

And now this cause came on to be heard on the petition of the plaintiff asking for the direction and judgement of the court on construing certain parts of the will of John Erotinger, of which will said plaintiff is the executor, and upon certain questions presented in the said petition, all the defendants being in default for pleading. And thereupon the Court after careful consideration find and adjudge the true intention and construction of said will to be as follows, to wit; That the intention of the testator as gathered from the whole will was the equal distribution of his estate among the devisees named therein: That the promissory note mentioned in item "6" of said will is an asset of said estate in the hands of the executor, in all respects as if there had been no will. It is therefore considered by the Court that the executor collect the amount of said note and interest of the said Harriet L. Patch and D. B. Patch, and divide the proceeds of the same equally among all the devisees named in the will. It is further ordered that Robert McCrory be allowed $25. as attorney fees out of the estate, and costs including said fee to be paid by the executor.

Attest Chas C. Penhorwood Clerk
by 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 Kerr Judge of said Court of the January term A.D. 1902. Be it remembered that heretofore to wit on the 12th day of November 1901 a petition was filed with the Clerk of said Court and was refiled and amended January 18th 1902 which reads as follows to wit:

8003. Petition

Mary A. Mullen as Guardian Plaintiff
of Ella May Mullen Minor,
Vs. Court of Common Pleas Union County Ohio.
Theodore L. Mullen, Lafayette G. Mullen
William W. Mullen and Joseph S. Mullen Defendants.

The plaintiff says: That she is the duly appointed and qualified Guardian of Ella May Mullen who is a minor over fourteen years of age, That she was so appointed and qualified in said Union County Ohio, where the said ward resides. That each of the said above named defendants are also residents of Union County Ohio. The plaintiff further says that about twenty years ago one Charles L. Mullen late of said County of Union died intestate seized of an estate in fee-simple in the following real estate situated in the village of Marysville in said county and state, and bounded and described as follows; to wit: part of out lot No 38 in said village beginning at a stake North west corner of a lot sold to by the grantors to William Bancroft thence south with his west line 10 poles to the south west corner of said Bancroft's lot thence west 41½ ft. to a stake, thence north 10 rods to a stake in the margin of the street. Thence east 41½ ft. to the beginning being the same property now occupied by said William W. Mullen That the said Theodore L. Mullen, Lafayette G. Mullen, William W Mullen, Joseph S Mullen and the said ward Ella May Mullen are the heirs and only heirs-at-law of the said Charles L. Mullen deceased. That the said Ella May Mullen is the daughter and only child of M.M. Mullen who died since the death of said Charles L Mullen and who was the son of said Charles L. Mullen deceased. That the plaintiff Mary A Mullen is the widow of said M. M. Mullen deceased, and she is entitled to dower in the undivided one fifth part of said premises. The parties herein have the following undivided estate in said premises to wit: Ella May Mullen the undivided one fifth part in fee subject to said dower interest of said plaintiff Mary A Mullen. The said Theadore L. Mullen one undivided one fifth part in fee; Lafayette G. Mullen the undivided fifth part in fee. William W. Mullen, the undivided fifth part in fee. and Joseph S. Mullen the undivided fifth part in fee. The Plaintiff asks that the said defendants may be made parties defendants to this petition, and she desiring that her said ward should her (the ward's) said interest in severally prop. That partition of said premises be made, that the dower

8003. Summons.

8003 Legal Notice

interest of said plaintiff may be assigned her: or that if partition of said premises cannot without manifest injury be made, then that the same may be sold, or other proper order taken according to law.

Porter & Porter Attys. for Plaintiff.

Mary A. Mullen the plaintiff herein being sworn makes oath that the facts stated herein are true as she believes.

Mary A. Mullen

Sworn to by Mary A. Mullen before me and signed by her in my presence this 12th day of November A.D. 1901

(Seal)

E. W. Porter Notary Public Union County Ohio

8003. Summons.

Issued 13th day of Nov. 1901 — Returned and filed 13th day of Nov. 1901.

State of Ohio Union County ss. To the Sheriff of Union County. You are hereby commanded to notify Theodore L. Mullen, Lafayette G. Mullen, William W. Mullen and Joseph S. Mullen, that they have been sued by Mary A. Mullen as Guardian of Ella May Mullen (a minor) in the Court of Common Pleas of Union County and must answer by the 14th. day of Dec. A.D. 1901, 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 25th day of Nov. A.D. 1901, witness my hand and the seal of said Court this 13th day of Nov. A.D. 1901.

(Seal)

Chas C. Penhorwood Clerk.

Endorsements: Partition

Sheriffs return; Received this writ Nov. 13th A.D. 1901 at 1 O'clock P.M. and served same by delivering personally to Theodore L. Mullen, William W. Mullen and Joseph S. Mullen, true copies of this writ and by leaving at the usual place of residence of Lafayette Mullen a true copy of this writ Nov 13th 1901.

U. F. Burnham Sheriff

By Allen Haines Deputy.

8003 Legal Notice

Mary A. Mullen Guardian; Court of Common Pleas Union County Ohio

Vs. Filed Jan 20th 1902.

Theodore L. Mullen et al.

The defendants Theodore L. Mullen Lafayette G Mullen, William W. Mullen and Joseph S. Mullen will take notice that the plaintiff amended her petition in the above entitled cause so as to describe the property of which she asks partition in said Court as part of out Lot No 28 fronting 41½ feet on fifth street and running back 165 feet, southerly, parallel with Vine Street and 56 feet from the street line of said Vine street, in Marysville in said County and being now occupied by said William W. Mullen. for a more perfect description of said real estate reference is made to said amended petition

Porter & Porter Attys. for Plaintiff

Jan 18th 1902.

Received this writ Jan 18th 1902 and served same by personally delivering to Theodore L. Mullen a true copy of this writ

Jan 20th, 1902. S. F. Burnham Sheriff.
And by handing to William W Mullen and Joseph Mullen true copies of this writ and by leaving a true copy at the usual place of residence of Lafayette Mullen Jan 20th 1902.
S. F. Burnham Sheriff
By Allen Haines Depy.

Sheriffs fees $1.61.

8003. Entry

Mary A. Mullen Guardian
Vs. Court Common Pleas Union County Ohio Feb 17th 1902.
Theodore L. Mullen et. al.

Now comes the plaintiff by her attorneys herein, and the case coming on to be heard upon the petition of plaintiff, the court find that all of the defendants have had due and legal notice by summons and legal process of the pendency and demand of said petition, and that they are all in default for answer or demurrer to the same; and that the facts taken up in said petition are taken as alleged therein, and the court find that the said plaintiff Mary A Mullen, is entitled to dower in the undivided one fifth interest of said Ella May Mullen in said premises as alleged; and that subject to said dower interest, the said Ella May Mullen is seized of and has a legal right to the undivided one fifth of said premises; The said Theodore L. Mullen is seized and has a legal right to the undivided fifth part of said premises; the said Lafayette G. Mullen is seized and has a legalright to the undivided one fifth part of said premises; the said William W. Mullen to the undivided one fifth part, and the said Joseph S. Mullen to the undivided one fifth part of the same. It is therefore, ordered, adjudged and decreed that the said Mary A. Mullen be endowed of the full equal one third of the said share of the said Ella May Mullen and that partition of said estate be made as above set forth. And that an order of partition issue to the Sheriff of said County of Union commanding him that by the oaths of C. S. Chapman, George Becker, and B. F. Cornman, three judicious and disinterested freeholders of the vicinity who are not of kin to either of the parties and who are hereby appointed Commissioners for that purpose, he assign and set off such dower to the said Mary A. Mullen according to law; and that by the like oaths of said Commissioners he cause to be set off and divided to the said Ella May Mullen, subject to said dower, one fifth part of said premises, and to each of the other four defendants a like one fifth part of said premises, to which each has been herein severally found entitled. and if said premises, in the opinion of said Commissioners, cannot be divided by metes and bounds without injury to the value thereof, that they appraise the same free from the dower interest, the said Mary A. Mullen in that event electing to take her said dower interest in

8003 Writ of Partition and Dower.

8003 Sheriff's Return.

Money. And it is further ordered that the Sheriff make due return of his proceedings herein without unnecessary delay.

8003 Writ of Partition and Dower.

Feb. 17th 1902. the following alias Writ of Partition and Dower was issued:-

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

We command you that without delay by the oaths of C. S. Chapman, George Bucher, and B. F. Carmean, you cause to be set off and designed to Mary A. Mullen widow of M. M. Mullen late of said county deceased, one full equal third of the one fifth 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 and State of Ohio and in the Village of Marysville, and bounded and described as follows, to wit:- Part of out lot No 28 in said Village beginning at a stake northwest corner of a lot sold by the grantors to William Bancroft: thence South with the west line 10 poles to the southwest of said Bancroft's Lot: thence west 41½ feet to a stake; thence north 10 rods to a stake in the margin of the street: thence east 41½ feet to the beginning: being the same property now occupied by said William W. Mullen. among the persons named herein, and in the following proportions to wit: To Theodore L. Mullen ⅕ part. to Lafayette G. Mullen ⅕ part, to William W. Mullen ⅕ part. to Joseph S. Mullen ⅕ part, to Ella May Mullen subject to said dower ⅕ 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 said Mary A. Mullen 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 Mary A. Mullen Guardian plaintiff and Theodore L. Mullen et. al. are defendant; 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 the Court of Common Pleas at the Court House in Marysville this 17th day of February A.D. 1902. (Seal). Chas. C. Penhorwood, Clerk,

8003 Sheriff's Return.

Feb 20th 1902. Writ returned and filed. endorsed:
As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of C. S. Chapman, B. F. Carmean and George Bucher causing dower to be assigned to Mary A. Mullen widow of M. M. Mullen deceased, and partition to be made of the premises in said Writ described; and the said commissioners being of the opinion that the said premises

cannot be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners herewith returned,

Given under my hand this 20th day of Feb. A.D. 1902.

Sheriffs fees $2.36 Commissioners fees $3.00 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, we are of the 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 $390.00 Three hundred and ninty dollars,

Given under our hands this 18th day of February A.D. 1902.

Charles S. Chapman
B. F. Carmean
George Bucher
} Commissioners

8003 Entry

Mary A. Mullen Guardian &c
Vs.
Theodore L. Mullen et, al,

Court of Common Pleas Union County Ohio
Filed Feb 22nd 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 that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, said Commissioners have made and returned their appraisement of said premises, and the Court finding that the said Mary A. Mullen elects to take her said dower interest in said premises in Money the Court orders the premises sold free from said dower interest of said Mary A. Mullen. and the Court find that said return and proceedings have been in all respects correct and in conformity to law, and approve and confirm the same. and thereupon Theodore L. Mullen, Lafayette Mullen, William Mullen and Joseph Mullen, electing to take said estate at the valuation of said Commissioners, to wit the sum of $390.00 and the said Theodore L. Mullen having paid to the said Mary A. Mullen as Guardian, her respective proportion of the appraised value thereof, the said estate is hereby adjudged to the said Theodore Mullen, the two fifths part thereof, and to Lafayette Mullen, William Mullen, and Joseph Mullen, each, the equal one fifth part thereof; and the Sheriff is is ordered by the court to execute a deed in fee simple for the same to the said Theodore L. Mullen Lafayette Mullen, William Mullen and Joseph Mullen, 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 $31.70
and also an attorney fee of $25.00 alloted and to be paid to
Porter & Porter attorneys for peaintiffs, be paid within 5 days
by the parties, in the following proportions, to wit:
The said Theodore L. Mullen the one fifth, Lafayette Mullen
the one fifth, William Mullen the one fifth, and Joseph
Mullen the one fifth, and said Mary A. Mullen Guardian
one fifth of said costs, togathes with the December tax and
penalty for 1901. And in defaut thereof that execution issue therefore.

Attest. Chas. C. Penhorwood Clerk
by 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 Kenn Judge of said Court of the March term A.D. 1902. Be it remembered that heretofore, to wit, on the 9th. day of August 1901. the following petition was filed with the Clerk of said Court, to wit:

7967 Petition

Elbina Palmer Plaintiff
Vs.
Ward Palmer Defendant:

Court of Common Pleas Union County Ohio

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union, State of Ohio. On or about the 17th day of November 1898 she was married to the defendant. Defendant for almost three years to wit: Since February 3rd 1899. 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. That since the day of their said marriage defendant never bought her any clothes, or invested any thing for her comfort and support, and never since said February 3rd 1899. furnished the plaintiff with any food. That never after said did the defendant provide or attempt to provide a home for them to live but instead took her to his fathers house and there compelled her to remain in one room until she was compelled to leave the house. Therefore for such gross and total neglect of duty by the defendant for the plaintiff she prays the Court to be divorced from the defendant and restored to her maiden name of Elbina Shemmenarn.

F. T. Arthur Atty.

The State of Ohio Union County ss:

Elbina Palmer being duly sworn says the statements and allegations made in her foregoing petition are true as she verily believes.

Elbina Palmer.

Sworn to before me and signed in my presence by Elbina Palmer this 9th day of August 1901.

(Seal) Chas C. Penhorwood Clerk

7967 Entry

Court of Common Pleas Union County Ohio

7967 Entry

7967 Precipe

Elbina Palmer
Vs.
Ward Palmer.

Court of Common Pleas Union County Ohio
Filed August 9th. 1901.

To Clerk: Issue summons in the above entitled case to Ward Palmer with copy of petition.

F. T. Arthur Atty. for Plaintiff

7967 Summons.

Issued 9th day of Aug. 1901.- Returned and filed Aug 19th 1901.
State of Ohio Union County ss: To the Sheriff of the

County of Union. you are hereby commanded to notify Ward Palmer that Elbina Palmer 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 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 days from and after the service of this writ. You will make due return of this summons on the 19th day of August A.D. 1901. witness my hand and the Seal of said Court at Marysville this 9th day of August A.D. 1901.

(Seal) Ceha Pinkerbood Clerk

Endorsements: Action for divorce.

Sheriff return: Received this writ at 5 o'clock on the 9th day of Aug. A.D. 1901. And on the 19th. day of Aug. A.D. 1901 I served the same upon the defendant by handing him personally a true copy thereof together with a certified copy of the petition in this case,

Sheriff's fees $2.62

U. F. Burnham Sheriff
by Allen Haines Deputy.

7967 Entry

Elbina Palmer Court of Common Pleas Union County Ohio.
Vs Filed Oct 1st. 1901.
Ward Palmer.

This day this cause came on to be heard, and after hearing the evidence and upon due consideration, it is the order by the Court that this cause be continued.

7967 Entry

Elbina Palmer Court of Common Pleas Union County Ohio
Vs Filed Mar 17th. 1902.
Ward Palmer

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 upon the evidence and in default for answer and demurrer to said petition find the allegations thereof are confessed by the defendant to be true. The Court also find that the plaintiff at the time of filing her petition has been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of the County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty, and 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 existing between the said Elbina Palmer and Ward Palmer be and the same is hereby dissolved. And both parties are released from the obligations of the same. and the plaintiff restored to her Maiden name

of Elbina Shenneman and that the defendant pay the costs of this proceeding and execution issue therefore.

Attest: Chas. C. Penhorwood Clerk.
by Deputy.

8007
Transcript

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Pleas continued and held at the Court House in Marysville 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 Kow of said Court of the January Term A.D. 1902.
Be it remembered that heretofore, to wit, on the 18th day of November 1901 the following Transcript was filed with the Clerk of said Court, to wit:

8007
Transcript

The Village of Richwood Ohio. Plaintiff
Vs
Frank O. Pimney: Defendant.

The State of Ohio Union County
The Village of Richwood.
Before me. J.L. Jolliff Mayor of said Municipal Corporation in said County.

Complaint No. 83. made this 21st day of May A.D. 1901. by F.L. Berry. Who, being duly sworn saith that on or about the 20th day of May A.D. 1901 at the Municipal Corporation and County aforsaid one Frank O. Pimney then and there being the owner and Keeper of an ale, beer and porter house, said house being a place where intoxicating liquors were then and theretofore sold at retail, within the Corporate limits of said village, did erect and maintain a wooden screen in said place in a virtical position near and at right angles to the front entrance thereto, and did erect and maintain curtains at and covering the lower half of the windows thereof and by such, obstructed and prevented a clear view into the interior of said place from the street in front of the same, contrary to an ordinance of said Village entitled ordinance No 171. to regulate ale, beer and porter houses, and places where intoxicating liquors are sold, duly passed by council of said village on the 6th day of June A.D. 1898. May 21st 1901. Complaint filed Warrant issued for the defendant to F.L. Berry, Marshal of said Municipal Corporation who made return as follows, to wit: Received this writ May 21st, 1901. I have the body of the within named Frank O. Pimney now in Court F.L. Berry Marshal. Defendant arraigned before me the said Mayor on the 21st day of May 1901, and upon hearing said Complaint pleaded "not guilty" to the same. Continuance continued required by defendant on account of want of time to procure attorney. The case was therefore continued to May 24th 1901. at one O'Clock P.M. and the Defendant required to give bail in the sum of dollars. for appearance at said time before me the said Mayor and to abide the judgement of the Court and not to depart without leave.
Further continuance required and was obtained by defendant until the 31st day of May 1901 on account of time to prepare for trial. May 31st 1901. The following motion was filed by the defendant: Now comes the defendant Frank O. Pimney and moves the Court to quash the affidavit or complaint

in this case for the reasons following. 1st. That said compleaint or affadivit and the ordinance under which said proceedings were instituted was never published as required by Statute.

W. T. Hoops Attorney for defendant.

I overruled said motion, and the defendant to said ruling and opinion to said Motion excepts and presented his bill of exceptions, which was signed by me and filed May 21st 1901. The following Motion was filed by the defendant. Now comes the defendant Frank O. Pinney and moves the Court to quash the affidavit or compleaint in this action for the following reasons. 1st. That said affidavit or compleaint and the ordinance under which said proceedings were instituted are in conflict with the laws of the State of Ohio, and there is no provision of the Statute for such Ordinance 2nd. That said affidavit or Complaint and the Ordinance under which said proceedings were instituted are in conflict with the Constitution of the State of Ohio. a copy of said ordinance No. 171 is a follows:- Ordinance No 171, to regulate ale, Beer and Porter Houses and places where intoxicating liquors are sold. Be it ordained by the the Council of the Incorporated Village of Richwood Union County Ohio as follows: Section I That the sale of intoxicating liquors whither distilled, malt, or vinous, on the first day of the week commonly called Sunday except by a regular druggest on the written prescription of a regular practicing physician for medical purposes only is hereby declared to be unlawful, and all places where such intoxicating liquors are on other days sold or exposed for sale, except regular drug stores shall on that day be closed: and whoever makes such sale, or being a tenant or owner, or the employe of the tenant or owner of any such place, opens or permits the same to be opened on that day shall be fined as herein provided Section II. That it shall be unlawful for any owner or Keeper, or any employe of any owner or keeper of any ale, beer or porter house, or place where intoxicating liquors are sold at retail, within the said Village to open the same or to permit the same to be opened or to remain open for the purpose of allowing or furnishing in any manner intoxicating liquors to any person or persons or for any other business transaction, or to permit any person or persons, except the owner, Keeper or employe, to be or remain therein between the hours of thirty minutes past Nine o'clock P. M. of each and every day and six o'clock A. M. of the succeeding day Central Standard time. Section III. That it shall be unlawful for any person or persons to sell, give or in any manner to furnish to any person or persons in or at any ale, beer or porter house or place where intoxicating liquors are sold at retail within said Village, any ale beer, or porter or intoxicating liquors of any kind whatever between the hours of thirty minutes past Nine o, clock

p.M. of each and every day and six o'clock A.M of the succeeding day, Central Standard time. Section IV:- That it shall be unlawful for any owner or keeper or any employe of any owner or keeper of any ale, beer or porter house or any place where intoxicating liquors are sold at retail within said village, to permit any person or persons to gamble in or play at any game or scheme of chance of any kind or to keep or to permit any person or persons to keep any gambling device or instrument used for playing any game or scheme of chance, in or upon the premises where such house or place is kept. Section V:- That it shall be unlawful for any owner or keeper or employe of any such owner or keeper of any ale, beer or porter house or place where intoxicating liquors are sold at retail within said village to permit any person in a state of intoxication or any minor under eighteen years of age except in the discharge of some lawful business or accompanied by a parent or guardian to be and remain therein or to cause or permit therein any loud noise, clamor, quarreling, fighting, revelling intoxication, obscene or profane language, lascivious or indecent behavior or disorderly conduct of any description whatever. Section VI. That the owner or keeper of any ale, beer or porter house or place where intoxicating liquors are sold at retail, within said village shall cause all sales and deliveries of such intoxicating liquors to be made and all drinking thereof upon the premises to be done in a lower or ground floor front room abutting upon or next adjacent to a street; shall cause the window curtains or blinds to be fully drawn away from every window thereof; shall cause to be placed and kept in all the windows thereof glass of at least transparency; and cause to be removed all screens, partitions and other obstructions within such room or place, so that a clear view may at all time be had into all parts of the interior thereof from the street in front of the same; and shall cause to be kept continuously burning in such room at all times while the same shall be kept closed during the night season as here required, one full light of an illuminating power sufficient to reveal the whole interior of said room. Section VII:- Nothing in this ordinance contained shall apply to any place or room where intoxicating liquors are sold at retail exclusively and in good faith upon prescription of reputable physicians in active practice or for exclusively strictly mechanical or pharmaceutical or sacramental purposes, nor to any manufactory where intoxicating liquors are manufactured from the raw material by the manufacturer of the same and in regular hotels and eating houses. The word place used in this ordinance shall be held to mean the room or part of room where such liquors are usually sold or exposed for sale and

the keeping of such room or part of room securely closed shall be held as to such hotels and eating houses as a closing of such place within the meaning of this Ordinance.
Section VIII:- That any person violating any of the provisions of this Ordinance shall upon conviction thereof be fined in any sum not more than fifty dollars nor less than twenty five dollars for the first offense and not more than one hundred nor less than fifty dollars for each subsequent offense, and the Mayor shall order the person so find committed to jail until such fine and costs of prosecution are paid or secured to be paid, or the party is discharged by due process of law. Section IX: It shall be the duty of the Marshal of said Village to arrest and bring before the Mayor any person or persons by him found violating any of the provisions of this ordinance, to be dealt with according to law and it shall be the further duty of said Marshal upon reliable information of any violation of the provisions of this ordinance to procure proper warrant for the arrest of any such offender and to arrest and to conduct such party before the Mayor for trial.
Section X: That Ordinance No 168, passed on the 11th. day of March 1898, bearing a like title to this Ordinance, and a certain other Ordinance bearing the same title as this ordinance, passed on the 7th. day of August 1891 be and the same hereby are repealed. Section XI: That this Ordinance shall take effect upon and continue in force from the expiration of ten days after its legal publication, passed this 6th day of June A.D. 1898. M. M. Hill Mayor.
Attest Stephen D. Evans Clerk.

I overruled said motion and the defendant to said ruling and opinion to said motion excepts, and presented his bill of exceptions, which was signed by me and filed May 31st. 1901. Trial was had accordingly before me the said Mayor on the 31st day of May 1901. the parties being present witnesses being sworn on behalf of the plaintiff to wit F. L. Berry, George Morgan, and George Worden. F. L. Berry being first duly sworn testified that he is the Marshal of said Village of Richwood Ohio, that on or about the 20th day of May A. D. 1901 One Frank O. Pinney was the owner and keeper of an ale, beer and porter house in the County of Union and Village of Richwood, that said house was a place where beer and whiskey and other intoxicating liquors were then and therefore sold at retail, that it was situated on the North side of East Ottowa Street in said Village and that the floor thereof was about two feet above the pavement in front of the same, that at said time and within said place said Frank O. Pinney had erected and was maintaining a wooden screen, that said screen was about eight feet long and six feet high and was placed about five feet back from the front door and

extended across and at right angles to the entrance through said door, and stood in an upright position, that at the same and within the same place said Frank O. Pinney did maintain curtains covering the lower part of the windows of said place, that said curtains extended from the bottoms of said windows upwards about two and one half feet and from one side of each window across the same to the other side thereof, and that said screen and curtain effectually prevented persons passing along said street and sidewalk in front of said place of business so conducted by said Frank O. Pinney from seeing into the interior thereof. George Morgan being first duly sworn testified that he had heard the testimony of said Frank L. Berry and that the same was to his knowledge true. George Worden being first duly testified that he was the owner and publisher of the Richwood Gazette that the same is a newspaper of general circulation in the said Village of Richwood and its vicinity, and that the Ordinance herewith included in the record of this action and marked exhibit "A" was duly published in said Newspaper on the Thursday next following the date of the passage thereof, as shown by said exhibit which testimony of George Worden was excepted to by the defendant at the time it was introduced, the said testimony, and ordinance as shown by the said exhibit "A", and all the evidence that was offered and heard in the trial of said action. It is thereupon on said 31st day of May A.D. 1901 by me the said Mayor adjudged and ordered that the said defendant Frank O. Pinney pay to the Village of Richwood, Ohio a fine of fifty dollars and the costs of this prosecution herein taxed at ten and 65/100 dollars and stand committed in the Jail of said Village until said fine and costs are both paid or secured to be paid or he be otherwise discharged according to law. Whereupon the following motion was filed by the defendant, Now comes the defendant Frank O. Pinney and moves the Court for a new trial in this cause for the following reasons. 1st: That said judgement was given for the plaintiff when it should have been for the defendant. 2nd: That the ordinance under which said proceedings were instituted are in conflict with the laws of the State of Ohio. 3rd: That the ordinance under which said proceedings were instituted, was never published as required by law and therefore void 4th: That the ordinance under which said cause was instituted, is in conflict with the constitution of the State of Ohio. 5th: That said conviction, finding and judgement are contrary to law. 6th: That said Court erred in not sustaining the two motions herein to quash the complaint or affidavit in this action, & overruled said motion for a new trial, and the defendant to said ruling and opinion as to said motion excepts and presented this Bill of exceptions, which was signed by me and filed

May 31st. 1901.

J. L. Jolliff Mayor.

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

I the undersigned Mayor of the said Municipal Corporation hereby certify that the with and preceding is a full and true Transcript of the proceedings had by and before me in the above named case on Compleant No 83 and of the costs therein as recorded in my Docket, Page 25, June 5th 1901.

J. L. Jolliff Mayor as aforesaid.

8007 Entry

Frank O. Pinney Plaintiff in Error. vs Village of Richwood Defendant in Error.

Court of Common Pleas Union County Ohio
Filed Nov. 18th 1901.

This day this cause came on to be heard on application of plaintiff for leave to file petition in Error herein and the Court after hearing same granted said Application. Nov 18th 1901.

8007 Petition in Error.

Frank O. Pinney vs. Village of Richwood,

Court of Common Pleas Union County Ohio
Filed Nov. 18th 1901.

Plaintiff in error says that on the 31st. day of May 1901. before J. L. Jolliff Mayor of the Village of Richwood Union County Ohio. the defendant in error recovered a judgement and decree of said Court against plaintiff in error in an action then pending therein wherein defendant in error was plaintiff and plaintiff in error was defendant a transcript of the docket and Journal entries whereof is filed herewith: There is error in the said records and proceedings in this to wit: 1st: Court erred in overruling the motion of plaintiff in error for new trial. 2nd: Said Court erred in giving judgement for defendant in error when it should have been for plaintiff in error. 3rd: Said Court erred in not sustaining the motions to quash the affidavit or compleint in said case. 4th: That said Court erred in not dismissing said compleint on Motion of plaintiff in error, for the reason said ordinance was in conflict with the Constitution of the State of Ohio, for the further reason said ordinance was in conflict with the Statutes. and further there was no Statue in Ohio granting Corporations such authority as taken in said Ordinance, Plaintiff in error therefore prays that said judgement may be reversed, and that he be restored to all things lost by reason thereof.

J. E. Robinson and W. T. Hoops Attys for Plaintiff in Error.

To Clerk:

Issue summons for defendant in Error to Sheriff of Union County returnable according to law. Robinson & Hoops Attys for Plaintiff in Error.

Now comes J. F. Miller solicitor for the defendant in Error and waives the issuing and service of summons and enters the appearance of said defendant in Error herein,

J. F. Miller Atty. for Defendant in Error.

8007 Entry.

F. O. Pinney
Vs.
The Village of Richwood

Court of Common Pleas Union County Ohio
Filed Feb. 17th 1902.

This cause came on for hearing upon the petition in error, the transcript, and the original papers and pleadings from the Mayor's Court of the defendant Village and was argued by counsel; on consideration whereof, the Court find there is no error apparent on the record in said proceedings and judgement. It is therefore considered by the Court that the judgement aforesaid be, and the same hereby is affirmed; and that the defendant in error recover from the plaintiff in error its costs herein expended, taxed at $, to all of which findings and judgement the plaintiff in error, by his attorneys, duly excepted at the time thereof.

Attest Chas C. Penhorwood, Clerk
by 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 Row Judge of said Court of the January term A.D. 1902. Be it remembered that heretofore, to wit, on the 27th. day of May the following transcript was filed with the Clerk of said Court which reads as follows to wit:

7679 Transcript

W. Y. Roots Plaintiff
Vs
Mrs Celara Maloy Defendant.

Before Chas F. Monroe Justice of the Peace.

Affidavit filed and writ of replevin issued and delivered to Myran Gabriel Constable for the following property to wit; One bay mare about 6 years old named Nellie Irene, One bay mare about 5 years old, with white stripe in face, writ returnable April 19th. 1899. writ returned indorsed; Received this writ on the 15th day of April 1899. I replevined the goods and chattles within described and caused the same to be appraised according to schedule here to attached. The within W.Y. Roots gave a replevin undertaking according to law with J. F. Granger and L. F. Erb sufficient securities thereon with returned and I delivered the property to W.Y. Roots also on the same day served the defendant by copy both order of replevin and also by copy with writ of summons personally. Fees service 65¢, mileage both writs $1.30, 2 copies $.50 summons and swearing appraisers $1.00, Bond .50, appraisers fee $1.00, care of horses $1.00 Total $5.95. April 19th 1899. 9 o'clock a.m. defendant came and with consent of both parties the case was adjourned until Monday April 24th 1899, at 9. o'clock a.m. April 24th 1899, 9. o clock a.m. hour set for trial, parties appeared, with consent of defendant adjourned until 1, o'clock P.M. April 24th 1899, parties appeared on motion of plaintiffs attorney trial was adjourned until Apr. 26th 1899, at 1. o'clock P.M. Justice Rice's term of office having expired the case came up for hearing before his successor in office Chas F. Monroe April 26th. 1899, 1 o'clock P.M. subpoenas issued for Wm. McKigan and Benj. Hampshire. The parties being ready, Dr. W. Y. Roots and John Maloy were sworn and examined for the plaintiff. In the examination of John Maloy the question by the plaintiff's attorney as to what the witness owed the plaintiff was objected to by the defendants attorney and the objection was sustained by the court, exceptions taken by plaintiffs attorney. The plaintiff's attorney made a motion to revise the affidavit and place John Maloy as a party to the defence. Motion overruled by the court, exception taken by the plaintiff. adjourned to 6 o P.M. The trial was continued by the examination of Edward Hyde, Mrs Hyde, Burt Graham, Davis Grahams, and D. B. Smith for the plaintiff, and Mrs Celara Maloy, Dan Richardson and.

7679 Petition in Replevin

W. Y. Roots vs Celara

Willie Wooley in behalf of the defence. April 28th 1899. 12 o'clock M. After hearing the testimony in the above case I find that the right of possession in the said goods and chattles when the action began was in the defendant and so assess her damages in the premises at Forty six and 33/100 dollars, and assess the value of the goods and chattles at Sixty seven and 50/100 dollars. It is therefore considered by me that the defendant recover of the plaintiff said damages assessed and also the cost herein, taxed at Twenty seven and 90/100 dollars and One dollar the the costs made upon the order, and the expense incurred in the care and management of the property, and that the plaintiff return to the defendant the said goods and chattles or that he pay the value assessed, Chas. F. Monroe J. P.

Costs $28,90 Transcript $1,50, certifying .25 appearance bond .40. Total $30,45. transcript fee paid.

Bail of appeal.

Whereas on the 28th day of April A.D. 1899, Mrs. Clara Maloy obtained judgment against W.Y. Roots, on the docket of Chas F. Monroe J.P. for forty six and 33/100 dollars, and costs, taxed at $27.90 and the said W.Y. Roots intends to appeal therefrom to the Court of Common Pleas of Union County Now we J.F. Grange and L.A. Erb do hereby promise and undertake in the sum of One hundred and fifty dollars, that said appellant shall duly prosecute his appeal to effect, without unnecessary delay, and if judgement be awarded against said appellant, that he will satisfy said judgement with interest and costs, and costs that may accrue.

Approved by and signed before me this 8th. day of May A.D. 1899.

Chas F. Monroe Justice of the Peace.

The State of Ohio, Township of Union, County of Union. 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, in the above entitled case, and of the costs therein as recorded in Docket No 4. page 564 & 565. Witness my hand this 26th day of May 1899.

Chas. F. Monroe Justice of the Peace.

7679 Petition in Replevin

W.Y. Roots. vs Clara Maloy.

Court of Common Pleas Union County Ohio. Filed Sept. 25th 1899.

The plaintiff says: That he is the owner and that he is entitled to the immediate possession of the following personal property to wit: One bay mare about six years old, named Nellie Irene, and one bay mare about five years old with a white strip in the center of her face, and that the same was wrongfully attained by the defendant, until he, the plaintiff replevined the same on the 15th day of April 1899. That the said property was not taken in execution on any order or judgement against said plaintiff or, for payment of any tax, fine or assessment assessed

against him, and it is not claimed by him under any title acquired mediately or immediately, by transfer from one from whom said property had been taken by such execution, order or process, or by virtue of an order of delivery issued in replevin under chapter 10, Title III, Section 6613, et, seq. of the Revised Statutes of Ohio, or any other issue, or final process issued against them. The property is of the appraised value of $67.50, to the damage of plaintiff of fifty dollars ($50.) This action is brought in replevin to recovery the possession of said personal property and the said damages of $50,00 for its detention, and the plaintiff asks judgement accordingly, and for judgement for the damages aforesaid.

Porter & Porter Attys. for Plaintiff

The plaintiff W.Y. Roots, being sworn makes oath that the facts stated in the foregoing petition are true as he believes

W.Y. Roots.

Sworn to by W.Y. Roots, before me, and signed by him in my presence this 25th. day of September A.D. 1899.
Notary fee 40¢. (Seal) M.L. Myers Notary Public.

7679 Motion

W.Y. Roots, vs Clara Maloy. Court of Common Pleas Union County Ohio
Filed April 3rd 1900.

Now comes the defendant and moves the Court that the petition in the foregoing case be stricken from the files, and case remanded to Justices Court before which same was tried, for the reason that the appeal bond was not given within the time provided by the Statute in such cases. W.T. Hoops Atty for Defendant
Reference is called to 17 O.S. Page 31.

7679 Entry

W.Y. Roots. vs Clara Maloy. Court of Common Pleas Union County Ohio
Filed April 3rd 1900.

This day this cause came on to be heard on motion of defendant to dismiss on account of transcript not being filed in time prescribed by Statute, after hearing argument Court overrules same and the day given plf. to answer.

7679 Answer

W.Y. Roots. vs. Clara Maloy. Court of Common Pleas Union County Ohio.
Filed Feb. 7th. 1901.

Now comes the defendant and for answer herein says she denies each and every allegation in said petition except that the property described in said plaintiff's petition was taken on replevin and that the said property was not taken in execution on any order or judgment against said plaintiff

7679 Motion

7679 Demurrer

7679 Entry

ty for the payment of any tax, fine, or assessment against him, and is not claimed by him under any title acquired mediately or immediately by transfer from one, from whom said property had been taken by such execution, said defendant says she has the right to the possession of said property by reason of a lien created by statute for the keep of said property (two horses) Henrietta from Dec. 1st. 1898 to Apr. 15th 1899. and Nellie Irene from Sept. 26th 1898 to Apr. 15th 1899. and in the amount of One hundred dollars, wherefore said defendant prays for the possession of said property, and judgement accordingly as provided by Statute

W. J. Hoops, Atty for Defft.

The State of Ohio Union County ss: The said Clara Maloy being first sworn says the facts in the foregoing petition are, as she believes true

Clara A. Malloy.

Sworn to and subscribed in my presence this 19th. day of September 1900.

C. W. McAdow Notary Public
Union County Ohio

(Seal)

7679. Motion

W. J. Roots
Vs.
Clara Maloy.

Court of Common Pleas Union County Ohio
Filed April 16th, 1901

This day on motion of plaintiff the defendant was ordered to separately state and number her different defenses set up in her answer, and is allowed to do the same without re-writing her answer by separately numbering in the margin.

7679 Demurrer

W. J. Roots.
Vs
Clara Maloy.

Court of Common Pleas Union County Ohio
Filed April 23. 1901.

The plaintiff demurres to the second defense set up in defendants answer, and for ground of demurrer says that second defense does not state facts sufficient to constitute a defense to the plaintiffs action and petition

Porter & Porter Attys. for plaintiff

7679 Entry

W. J. Roots.
Vs
Clara Maloy.

Court of Common Pleas Union County Ohio
Filed May 1st 1901.

This day this cause came on to be heard on the demurrer of plaintiff to answer of defendant, the court hearing argument, sustains same, and thirty days granted defendant to file amended answer. in 30 days from this date cause continued,

7679
Amended
Answer.

W. J. Roots. Court of Common Pleas Union County Ohio
Vs. Filed Sep 12 3rd 1901.
Clara Maloy.

The defendant herein for answer says she denies each and every allegation in said petition, except that the property described in said petition was taken on replevin and that the said property was not taken on execution on any order or judgement against said plaintiff and further that said plaintiff is the owner of said property subject to the lien of this defendant, and further, is not claimed by her under any title acquired mediately or immediately by transfer from one from whom said property had been taken by such execution. Second defense: Said defendant says she has the right to the possession of the said horses discribed in said petition by reason of a contract with the plaintiff whereby this defendant agreed with the plaintiff herein to feed and care for said horses and that this defendant by reason of said agreement did feed and care for said horses as follows: Henjetta from dec 1st 1898, to April 15th, 1899, 4½ months, Nellie Irene from Sept. 26th 1898 to April 15th, 1899 7 mos. 11½ months in all, said care and feed for said horses was worth the sum of $100.00. Wherefore said defendant prays for the possession of said property and judgement accordingly as provided by statute. W. J. Roots Atty for Defendant.

The State of Ohio Union County ss: Clara Malloy being first sworn says the allegations in the foregoing answer are as he believes to be true;

Clara A. Malloy.

Sworn to and subscribed in my presence this 20th day of Sept. 1901
J. O. Kennington J. P.

7679
Reply.

W. J. Roots: Court of Common Pleas Union County Ohio
Vs Filed Dec 31st, 1901
Clara Maloy:

The peimtiff replies to the second defense setup in defendants amended answer and denies each and every allegation contained in said second defense, and prays as he has already prayed in his petition,

Porter & Porter Atty's. for plaintiff

E. W. Porter being sworn says the he is one of the attorneys of the above named W. J. Roots, duly authorized in the premises: that said plaintiff is a non-resident of said County of Union and that the facts stated in the foregoing pleading of said plaintiff are as affiant believes true

E. W. Porter.

Sworn to by E. W. Porter before me and signed by him in my presence this 31st day of December A. D. 1901.

7679
Verdict
in Replevin

W. J. Roots
Vs
Clara Maloy

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Verdict
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W. J. Roots.
Vs.
Clara Maloy.

Court of Common Pleas Union County Ohio.
Filed Jan. 7th 1902.

Thisday cause came on to be heard on the question heretofore ordered to be determined by a Jury, and thereupon came the following named persons as Jurors, to wit: Alex Reed, Tom Cunningham, David Moss W.D. Strickler, John Burns, Chas Parrott, Len James, Wm Fleck. C.D. Watts, Harvey Norris M Coolidge and J. W. Nicely; who were duly impaneled and sworn according to law. And thereupon after hearing the evidence, argument, and charge of the court, and after due deliberation, the said Jury returned their verdict in writing, signed by their foreman as follows, to wit; We, the Jury in this case being duly impaneled and sworn, do find that at the commencement of this action the defendant had the right of possession in the goods and chattles in the petition described and was entitled to the possession thereof; and we do assess her damages against the plaintiff by reason of the premises at 78 5/100 dollars, Seventy Eight dollars and fifty five cents.

Charles Parrott foreman.

7679
Entry

W. J. Roots.
Vs
Clara Maloy.

Court of Common Pleas Union County Ohio
Filed Jan. 14th, 1902.

The Jury in this action, having, on a former day of this term rendered a verdict for the defendant and assessed her damages at $18.55, and no motion for a new trial having been made; It is therefore considered by the court that the said Clara Malloy recover from the said W. J. Roots, the said sum of $18.55 with her costs herein expended.

Attest, Chas C. Penhorwood Clerk
by 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 January Term A.D. 1902.
Be it remembered that heretofore, to wit on the 26th day of December 1901, the following "Motion for conditional Order of Revivor of Dormant Judgement" was filed with the Clerk of said Court, to wit,

8017
Motion

J.O. Shearer and Son Plaintiff's Court of Common Pleas Union County Ohio.
Vs.
J.R. Hubbard Defendant:

William O. Shearer one of the above named Plaintiffs moves herein for the allowance of a conditional order of revivor of the judgement rendered in this action in his favor and against the said Defendant, at the January term A.D. 1896 of said Court to wit: On the 9th day of March A.D. 1896. for the sum of Fifty two dollars and Sixty six dollars, costs with interest at the rate of six per cent. per annum from the 16th. day of June A.D. 1887. which judgement is wholly unsatisfied and upon which no execution has been sued out since the 9th. day of March A.D. 1896. said order to be for the full amount of said judgement and costs, with interest from the 16th day of June A.D. 1887

Robt. McCrory Atty. for Plaintiff

8017
Order of Revivor

J.O. Shearer and Son, Court of Common Pleas Union County Ohio
Vs. Filed Dec 26th 1901.
J.R. Hubbard.

On this cause on the motion of said Plaintiff J.O. Shearer and Son, and it being made to appear to the Court that said judgement herein has become and is dormant, and that there is still due there on the sum of Fifty two 66/100 dollars and One hundred and 30/100 dollars costs, with interest from the 16th. day of June A.D. 1887, It is therefore ordered that said J.R. Hubbard be, and he is hereby ordered to show cause why the said judgement for said sums of money should not be revived on or before the 25th. day Jan. A.D. 1902. and in default of such showing, that said judgement to stand revived for said sums of money.
Witness my signature, and the seal of said Court at Marysville this 26th day of Dec. A.D. 1901.
(Seal)
Duncan Dow Judge.

8017
Summons.

The State of Ohio Union County ss.
To the Sheriff of Union County Greeting; Whereas in the case of J.O. Shearer and Son against J.R. Hubbard in the Court of Common Pleas of Union County an order in the following words and figures has been

8017
Summons.

duly made and entered to wit: In this cause on motion of said plaintiff J.A. Shearer and Son and it being made to appear to the Court that said judgment herein has become and is dormant, and that there is still due thereon the sum of Fifty two and 26/100 Dollars and Twenty six Dollars costs, with interest from the 16th day of June A.D. 1887. It is therefore ordered that said J.R. Hubbard, be, and he is hereby ordered to show cause why the said judgment for said sums of money should not be revived on or before the 25th. day of January A.D. 1902 and in default of such showing, that said judgment stand revived for said sums of money. You are hereby commanded to serve this writ upon said J.R. Hubbard who is required to answer unto the same by the 25th of January 1902, and make return of the same on the 6th day of January A.D. 1902.

Witness my hand and the Seal of said Court this 26th day of Dec. A.D. 1901.

(Seal) Chas C. Penhorwood Clerk.

Sheriff's return: The State of Ohio Union County: Received this writ Dec 26th A.D. 1901, at 5 o'clock P.M. and pursuant to its command. J.R. Hubbard not found in Union County Dec 27th 1901

Sheriff Fees $2,00

S. F. Burnham Sheriff
by Allen Haines Deputy

8017
Summons.

The State of Ohio Union County: ss:

To the Sheriff of Logan County: greeting: Whereas, in the case of J.A. Shearer and Son against J.R. Hubbard, in the Court of Common Pleas of Union County an order in the following words and figures to-wit has been duly made and entered, to wit: In this cause on the motion of said plaintiff J.A. Shearer and Son and it being made to appear to the Court that the said judgement herein has become and is dormant, and that there is still due thereon the sum of Fifty two and 26/100 dollars and Twenty six dollars costs, with interest from the 16th day of June A.D. 1887. It is therefore ordered that said J.R. Hubbard be, and he is hereby ordered to show cause why said judgment for said sums of money should not be revived on or before the 8th day of Feb. A.D. 1902 and in default of such showing that said judgment to stand revived for said sums of money. You are hereby commanded to serve this writ upon the said J.R. Hubbard, who is required to answer unto the same by 8th of Feb. 1902, and make due return of the same on the 20th day of Jan. A.D. 1902. Witness my hand and the Seal of said Court this 4th day of Jan. A.D. 1902.

(Seal). Chas C. Penhorwood Clerk.

The State of Ohio Logan County: Shriffs Return.

Received this writ Jan 24th A.D. 1902 at 10, O'clock am. and pursuant to its command I served the same by delivering a true and certified copy of this writ to J.R. Hubbard personal

ally January 14th 1902.

Sheriffs fee $2.50

R. S. Kerr Sheriff Logan county Ohio.
by C. P. Humphreys deputy.

8017.
Order of
Revivor

J. H. Sheerer and Son
Vs.
J. R. Hubbard.

This day this cause came on to be heard by the Court, and the court, finding that said defendant has been duly served with a copy of the Conditional Order of Revivor heretofore issued herein, and has failed and still fail to show sufficient cause why said judgment herein should not stand revived as prayed for by said Plaintiff, it is ordered by the court that the said judgment herein for the sum of Fifty two and 12/100 dollars and Sixty and 70/100 dollars costs, with interest at the rate of Six per cent. per annum, be, and the same doth stand revived against the said J. R. Hubbard from the 16th day of June 1887, and that the Plaintiff recover against him his costs in and about this proceeding of revivor, incurred and expended, taxed at dollars. Witness my signature and the Seal of said Court at Marysville this 17th day of February A.D. 1902

Chas C. Penhorwood Clerk
by Deputy.

(Seal)

8014
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 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, to wit, on the 19th day of December 1901 the following petition was filed with the Clerk of said Court to wit:

8014 Petition

George W. Stevans Plaintiff
Vs. Court of Common Pleas Union County Ohio
J. D. Morse Defendant.

1st For a first cause of action against said defendant J. D. Morse, the plaintiff George W Stevens says that there is due to him from said defendant J. D. Morse on the promissory note of said J. D. Morse the sum of Five hundred ($500,) dollars, with interest thereon from the 25th day of March A.D. 1897, at the rate of eight per cent. per annum, of which promissory note the following is a copy, with all the credits and indorsements thereon, to wit:

Plain City, Ohio, January 7th 1890.

One year after date I promise to pay to the order of George W Stebans at 8% interest from date Five hundred Dollars, Value received, $500. Due 1-7-91,

(signed) J. D. Morse.

Credits: Jan. 8" 1891 - Forty Dollars, March 30" 1893. Forty-three 43/100 Dollars, June 25th 1894 Six Dollars, March 25" 1897, Two hundred Dollars.

2nd: And for a further cause of action the plaintiff says: To secure the payment of the said promissory note herein-before mentioned, according to the tenor and effect thereof, the said Jason D. Morse (being the same person as heretofore mentioned as J. D. Morse,) together with his wife Arvilla A. Morse duly executed and acknowledged, and delivered to the plaintiff the said Mortgage Deed joining with her husband in the granting part, the signing, and acknowledgement thereof, their certain Mortgage Deed bearing date on the 7" day of January A.D. 1890. and thereby conveyed to the plaintiff in fee simple free from all rights, including that of dower of said Arvilla A. Morse in and to the same, the following described lands, tenements, and hereditaments, situate in said County of Union, and State of Ohio to wit: Situate in the Township of Darby, in the County of Union and State of Ohio, and bounded and described as follows: Being part of survey 8167. Beginning at a stone with pieces of brick in under it in the Post Road, and in a line of James Galloway survey No. 6973, running with said line N. 51, 1-4 W. 3. 8/10 poles to a stone with pieces of brick under it; (Thence N. 45° E. 14 1/2 poles to a stone with pieces of brick under it.) Thence N 82; 10 poles to a stone with brick under it; thence S 45° W, 16 poles to the center of the Post Roade thence with said road S. 79, 1-2 W 7 poles to the place of beginning

containing one acre. Being the same premises conveyed by George W Stevens and wife to the said J.D. Morse by warranty deed February 24th 1880. Said mortgage was delivered to the Recorder, in the Recorder's office of said County for record according to law, on the 9th day of January A.D. 1890. At 11-25 O'clock A.M. and was duly recorded on January 14th 1890. in Mortgage Book No 28, Page 283. That said mortgage deed has a condition thereunder written that in case the said J.D. Morse should pay, or cause to be paid, said promissory note, when it became due, then said deed should be void, otherwise to be and remain in full force. That said J.D. Morse has wholly failed to pay said note, though the same is past due, wherefore said mortgage deed has become absolute. Wherefore The plaintiff asks for judgement against said dependant J.D. Morse for the sum of Five hundred (500.) Dollars with interest thereon from the 25th. day of March A.D. 1897. 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 necessary equitable relief.

D.E Thornton Atty. for Plaintiff

The State of Ohio, Madison County ss. George W. Stevens the above named plaintiff being duly sworn says that he believes the facts stated in the foregoing petition to be true.

George W Stevens,

Sworn to before me and signed in my presence, this 18th day of December A.D. 1901, D.E. Thornton Notary Public

(Seal)

8014 Precipe

George W. Stevens, vs. J.D. Morse.

Court of Common Pleas Union County Ohio
Filed Dec 19th 1901

To Clerk:

Issue summons to dependant. directed to the Sheriff of Franklin County Ohio indorsed: prayer for judgement for Five hundred & 00 dollars, and interest thereon at 8% from March 25th A.D. 1897. Foreclosure and equitable relief. returnable according to law.

W.E. Thornton
Atty for Plaintiff

8014 Summons

George W. Stevens, vs. J.D. Morse.

Court of Common Pleas Union County Ohio
Issued Dec. 19th 1901, Returned and filed Dec. 28th. 1901.

The State of Ohio Union County ss. To the Sheriff of Franklin Co. O.
You are hereby commanded to notify J.D. Morse that he has been sued by George W. Stevens in the Court of Common Pleas of Union County and must answer by the 18th day of Jan. A.D. 1902. or the petition of said plaintiff will be taken as true and judgment rendered accordingly.

8014 Entry

8014 Order of Sale.

you will make due return of this summons on the 30th day of Dec. A.D. 1901. Witness my hand the seal of said Court this 19th day of December A.D. 1901

(Seal). Chas C. Penhorwood Clerk

Endorsements: In action for Judgement. Foreclosure and Equitable relief. Sheriff Returns. State of Ohio Franklin County ss. Received this writ Dec. 20" A.D. 1901 at 9, O'Clock A.M. and served same on Dec. 23" 1901 by personally handing a true copy thereof with all the endorsements, thereon to the within named defendant J. D. Morse.

Charles. A. Pearce Sheriff
by E. E. Bastian Deputy.

8014 Entry

Georgo M. Stevens; vs. J. D. Morse;

Court of Common Pleas Union County Ohio
Filed Jan 20th 1902,

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendant J. D. Morse has been duly served with summons in this case, and that he is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by him to be true. And that there is due the plaintiff from the defendant J. D. Morse on the promissory note set forth in the petition with interest to the 20th. day of January 1902 the sum of $693 33/100 Six hundred and ninety three dollars and thirty three cents. The Court further find that in order to secure the payment of said note set forth in the petition the defendant Jason D. Morse being the same person as J. D. Morse and Orilla A Morse his wife, executed and delivered to said Geo. M. Stevens, the plaintiff, their certain mortgage deed, as in the petition described; that said mortgage was duly recorded in Book No. 28, Page 283 of the records of Mortgages of Union County, 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 by the Court, that the plaintiff recover from the defendant the said sum of $693.33 and his costs herein expended. And it is further adjudged and decreed that unless the defendant J. D. Morse, shall within five days from the entry of this decree pay, or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 20th day of January 1902 the defendants equity of redemption be foreclosed, and said premises be sold and an order of sale issue therefore to the Sheriff of Union County directing him to appraise, advertise, and sell said premises, as upon execution, and report his proceedings to this Court for further order.

8014 Order of Sale.

The State 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 20th day of Jan. 1902. George W. Stevens obtained a judgment and decree against J. D. Morse, for the sum of Six hundred and Ninty three and 33/100 Dollars and Fifty Dollars, costs of suit. And whereas, it was then and there by said Court ordered adjudged and decreed that the said J. D Morse within five days from the 20th day of Jan. A.D. 1902 pay unto the said George W. Stevens the said Sum of $693 33/100 Dollars with interest from the 20th day of Jan 1902 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 Judgements and Executions at law, to sell the real estate described in the plaintiffs petition &C, and whereas the Five days aforesaid have fully expired and the said sum of $693.33 dollars and costs aforesaid have not been paid or any part thereof, as appears to us of record: Now therefore command you that you proceed, without delay to appraise, advertise, and sell according to statute regulating Judgements and Executions at Law. the following lands and tenements situate in Union County Ohio to wit: Situate in the Township of Darby, in the County of Union and State of Ohio, and bounded and described as follows: Being part of survey 8167, beginning at a stone with pieces of brick under it in the Post Road, and in a line of James Galloways Survey No 6973, running with said line N. 57 1/4 deg. W. 38 1/10 poles to a stone with pieces of brick under it. Thence N. 45° E. 14 1/2 poles to a stone with pieces of brick under it. Thence N. 82 deg. 10 poles to a stone with pieces of brick under it; Thence S. 45 deg. W 16 poles to the center of the Post Road. Thence with said Road S. 79 1/2 deg. W. 7 poles to the place of beginning, containing one acre, being the same premises conveyed by George W. Stevens and wife to the said J. D. Morse by warranty deed February 24th 1880. We therefore command you, that you proceed to carry said order, judgement 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 and 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 27th day of January A.D. 1902.

(Seal) Chas. C. Penhorwood Clerk.

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8014 Legal Notice

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8014. Sheriffs Return: The State of Ohio Union County ss: In obedience to the command of the Order of sale here annexed I did, on the 27th. day of January 1902 summon Dr C.O. McCune B.L. Robinson and J.B. Galloway, three disinterested freeholders residents of said County who were by me duly sworn to impartially appraise the lands and tenements therein described upon actual view and afterward on the 27th day of January A.D. 1902 said Appraisers returned to me under their hands and seals that they did upon actual view of the premises, estimate and appraise the real value in money of the same at Seven Hundred Dollars, A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 5th. day of February 1902 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 8th day of March A.D. 1902, at one o'clock P.M. of said day, and having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: 5 consecutive weeks; and in pursuance to said notice, I did on said 8th day of March A.D. 1902. at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then there came Minnie Murry who bid therefor the same the sum of $616.06 dollars and said sum being more than two thirds of the appraised value thereof, and said Minnie Murry 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 Six hundred and sixteen Dollars.
Sheriffs fees $13.27 Appraisers fees $3.00 S. F. Burnham Sheriff

8014 Legal Notice

George W. Stevens
vs.
J.D. Morse,

On order of Sale.
Court of Common Pleas Union County Ohio.
Filed March 17th. 1902.

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 8th 1902 at or about the hour of one o'clock P.M. on said day the following described real estate to wit: (See description in the Petition of Plaintiff) appraised at $700.00 terms of sale-Cash.

S. F. Burnham Sheriff.

(Proof of Publication)

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 Feb. 5th 1902

W.O. Shearer

Sworn to and subscribed before me this 17th day of Mar 1902.
Printers fees $1.25 (Seal) Chas C. Penhorwood Clerk.

8014 Entry. George W. Stevens. Court of Common Pleas Union County Ohio
vs. Filed Mar 17th 1902.
J. D. Morse.

On motion of the Plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same had been 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 Minnie Murry by deed, according to law the property so sold. It is further ordered that the Clerk cause a credit to be placed on the Mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County Ohio, for the amount left after deducting costs which is the sum of Forty five and 63/100 Dollars, and taxes $3 27/100. And the Court coming now to distribute the proceeds of said sale, amounting to six hundred and sixteen Dollars It is ordered that the Sheriff out of the mony in his hands, Pay First: the costs of this action taxed at Forty five and 63/100 Dollars and taxes at Three and 27/100 Dollars. Second: To the Plaintiff George W. Stevens the balance of the said Money remaining in his hands. to wit: The Sum of Five hundred and Sixty nine & 15/100 Dollars to be applied as a credit upon his judgment against the defendant. And there still remaining due to the said George W Stevens the sum of $125 Dollars, It is considered that he recover the same from the defendant J. D. Morse, and execution is awarded therefor.

Attest Chas. C. Penhorwood Clerk
by Deputy.

7948 Petition

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Coun

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 to wit, on the 25th day of May 1901 the following petition was filed with the Clerk of said Court to wit:

7948 Petition

The Plano Mafg. Co
Vs.
Abram Raypole.

Court of Common Pleas Union County Ohio.

Plaintiff says that it is a corporation, duly incorporated under the laws of the State of Illinois. Plaintiff further says that on or about the 13th day of April 1896. the said defendant, signing by his mark duly executed and delivered to this plaintiff his two certain promissory notes of that date, the first of which note is for the sum of sixty two and 86/100 Dollars, with interest at the rate of eight per cent, per annum, payable annually, date of which promissory note the following is a copy with all credits and endorsements thereon to wit: copy.

$62,86 Jerome, Ohio April 13th 1896.

On or before the first day of September 1896, For value received I, as, principal, the undersigned of Jerome township, County of Union and State of Ohio promise to pay the Plano Manufacturing company (a corporation organized and existing under the laws of the State of Illinois) or to its order Sixty two and 86/100 Dollars, payable at the office of Sap'l Dubraw J.P. Jerome State of Ohio with interest at the rate of eight per cent, per annum, payable annually from date hereof, until paid.

Abram his X mark Raypole

Witness, A.C. Rinkenburger M.D;

That there are no credits, nor indorsements on said note. said note is for past due, that no part thereof has been paid that there is due this plaintiff, from said defendant the sum of Sixty two and 86/100 Dolears, with interest at the rate of eight per cent. payable annually from the 13th day of April 1896.

Second cause of action.

Plaintiff further says that, there is due it from said defendant, Abram Raypole, on the second promissory mentioned herein, the sum of Seventy Dollars, with interest at the rate of eight per cent. per annum payable annually from date of which second promissory note. the following is a copy with all credits and indorsements. thereon to wit:

$70,00 Jerome, Ohio April 13th 1896

On or before the first day of Sept. 1897. for value received I the undersigned as principal, of Jerome Township County of Union, and State of Ohio. promise to pay to.

The Plano Manufacturing Company (a corporation organized and existing under the laws of the state of Illinois) or to its order Seventy Dollars, payable at the office of Sam'l. Dubraw. J. P. Jerome state of Ohio, both interest at the rate of Eight per cent. per annum payable annually, from date until paid.

his
Abram X Raypole
mark.

Witness: A. C. Rinkenburger M. D.

That there are no credits nor endorsements on said promissory note. that said note is far past due, and wholly unpaid. that there is due this plaintiff, from said defendant the sum of Seventy Dollars, with interest at the rate of Eight per cent. per annum, payable annually, from the said 13th. day of April 1896. Wherefore, this plaintiff asks for judgment against the said defendant Abram Raypole, on the promissory set forth in the first cause of action herein, for the amount of Sixty two and 8/100 Dollars, with interest at the rate of Eight per cent per annum payable, annually, from the said 13th. day of April 1896. And for judgment against the said defendant Abram Raypole, on the said promissory note, as set forth in his second cause of action, herein, for the amount of Seventy Dollars, with interest at the rate of Eight per cent. per annum payable annually, from the said 13th day of April 1896. and for costs.

State of Ohio Union county ss:

W. W. Merchant, being first duly sworn, says that he is the duly authorized attorney of the said plaintiff, in the premises, that said plaintiff is a corporation, that the facts stated and allegations made in his foregoing petition, are true, as he beriby believes.

W. W. Merchant.

Sworn to before me and subscribed in my presence this 25th day of May A. D. 1901. Mimie Penhonwood
(Seal).
Deputy Clerk

7948 Precipe

The Plano Mfg. Co. vs. Abram Raypole

Court of Common Pleas Union County Ohio.
Filed May 25th 1901.

To the Clerk of Court: Issue summons for the defendant Abram Raypole, to the Sheriff of Union County Ohio, returnable according to law. Indorse said writ: "action for money only"; amount claimed One hundred and Thirty two and 8/100 Dollars, with interest at the rate of Eight per Cent. per annum payable annually, from the 13th. day of April A. D. 1896. and for costs.

W. W. Merchant Atty. for Plaintiff

7948 Summons.

7948 Answer

7948
Summons.

Issued 25 day of May 1901 Returned and filed June 1st 1901.
State of Ohio Union County ss: To the Sheriff of Union County
you are hereby commanded to notify Abram Raypole, That
he has been sued by The Plano Mfg. Company 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 plaintiffs will
be taken as true and judgement 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
Chas. C. Penhorwood Clerk
(Seal)
By Minnie Penhorwood Deputy
Endorsements, Money only.
Sheriffs return: State of Ohio Union County ss: Received the
writ May 25th A.D. 1901 at 1 o'Clock P.M. and served same by
delivering personally to Abram Raypole a true and certified
copy of this writ with the endorsements thereon June 1st. 1901
S. F. Burnham Sheriff
By Allen Haines Deputy
Sheriffs fee $2,78.

7948
Answer

The Plano Mafg Co. Court of Common Pleas Union County Ohio
Vs. Filed Sept. 24 1901.
Abram Raypole:

Defendant says that on or about the 1st day
of July 1892 the said plaintiff and this defendant entered
into an agreement by which the defendant agreed to pay
a reasonable price to wit: the sum of One hundred and
thirty five Dollars, in consideration of which sum plaintiff
agreed to furnish to defendant, one of their Plano Binders
suitable for harvesting wheat, oats, and similar crops.
Defendant further says that plaintiff delivered said Binder
to defendant at Jerome Ohio, on or about the first of
July 1892, and that defendant paid plaintiff thereon
the first payment, to wit the sum of $35,00, cash in hand
and gave his two certain promissory notes for the
sum of $50,00 each payable Nov. 1st, 1893 and Nov. 1st. 1894
and delivered the said notes to plaintiff. Defendant says
that said binder at the time of its construction and totally
unfit to be used in the harvesting of farm grain to wit:
Wheat, oats or such crops, and after being set up and used
in harvesting defendants wheat, during the harvest of
1892, did not do the work in a reasonably merchantable
manner, in that the "Reel" would not revolve to gather the
grain upon the table, but would allow the grain to fall
forward upon the standing grain, and thereby would drag
down, run over and destroy the crop. and also by reason of
some defect in the binding attachment of the binder, it
would not bind the grain, and became and was wholly
useless, and had to be thrown aside. That said Binder
was in consequence not reasonably fit for the purpose

for which as stated it was ordered and supplied. Defendant further says that the said, The Plano Manufacturing Company by its agent, Lewis Davis, in the month of February 1900 entered into a contract with this defendant to the effect that the said company would take back the said binder and return to defendant his said notes, that defendant agreed to have said Binder to Ostrander or to Bellpoint, Delaware County Ohio to which ever place said agent directed, upon which delivery, plaintiff was to pay defendant for said hauling the sum of two dollars. That said contract was entered into by and between this defendant and said plaintiff, and that said plaintiff has not as yet signified to which place it desires said binder delivered, and the defendant has always been ready and willing, and is at this time ready and willing to deliver said binder at either the one or the other of those places, when directed by said "The Plano Manufacturing Company" But plaintiff has repudiated its said contract and brought this suit to recover the amount of its said notes, all to the damage of this defendant, by reason of the premises the defendant has sustained damages in the sum of $200.00, Wherefore defendant pray judgment against said "The Plano Manufacturing Company" for the sum of $35. with interest at the rate of six per cent. per annum to Nov. 1st 1894 and at the rate of 8 per cent. thereafter to this date, and for $150 the probable amount of his obligations now held by said Manufacturing Company.

Robt. McCrory Atty. for deft.

The State of Ohio Union County ss: Abram Raypole being duly sworn, says that the facts stated in the foregoing answer are true,

Abram his X mark Raypole.

Sworn to by Abram Raypole and by him signed before me this 24th day of September A.D. 1901

(Seal).

Robert McCrory Notary Public

7948 Reply.

The Plano Manf'g. Co. vs. Abram Raypole

Court of Common Pleas Union County Ohio

Filed Jan 18th 1902,

Now comes the plaintiff by leave of Court and for reply to the defendants answer herein denies that said "Binder" was defective in any particular, that if there was any defect or any thing whatever in defendants claim that the same was settled and adjusted when plaintiff surrendered defendants notes and took new notes in the place thereof April 13" 1896, At which time the defendant in consideration of the renewal of said notes and extension of time thereon and other sufficient consideration signed a relinquishment and waiver of all claims arising out of the purchase and warranty of said Company of said machine, Plaintiff therefore denies that the Plano Manufacturing Company by its agent Lewis Davis in the month of February 1900. entered into a con-

7948 Entry

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tract with the defendant to take back the binder and return his notes etc. Plaintiff further denies that it has entered into any contract with defendant since the execution of the notes sued upon in this case and since the waiver of said defendant. The plaintiff further denies the agency of Lewis Davis and says that said Lewis Davis was not an agent of this company. Plaintiff not authorized to make any contract or arrangement of any kind on behalf of plaintiff in February 1900 or at any other time. Plaintiff further denies each and every allegation of the defendants answer herein. Plaintiff renews its prayer for judgement upon the notes set forth in plaintiff's petition for the sum of $62.86 with interest at the rate of 8% per annum payable annually from April 13" 1896 as set forth in the first cause of action in the petition and for the amount of $70.00 with interest at the rate of 8% per annum payable annually from the 13" day of April 1896 as set forth in the second cause of action in this petition herein and then for costs and all proper relief.

The Plano Manufacturing Company
by J.H. Kinkade Attorney.

State of Ohio, Union County ss: Personally appeared J.H. Kinkade, who being duly sworn says, that he is the attorney for the Plaintiff an incorporated company and that the allegations in the foregoing pleading are true as he verily believes.

J.H. Kinkade

Sworn to and subscribed to before me this 18th day of January 1902
(Seal) Chas C. Penhorwood Clerk.

7948 Entry

The Plano Mfg. Co. Vs Abram Raypole. Court of Common Pleas Union County Ohio
Filed Jan 23 1902

This day this cause came on to be heard and parties in open court having waived the trial by jury, and submitted to the court for trial and judgment and the court having heard the evidence adduced by the parties respectfully and the argument of their Counsel and being fully advised in the premises doth find that there is due to the Plaintiff, The Plano Manufacturing Company from the defendant Abram Raypole the sum of $79.60 Wherefore it is adjudged by the Court that the said Plaintiff recover of the said defendant the said sum of $79.60 and that each party pay his own cost in its behalf and judgment accordingly, and execution ordered. Motion for a new trial overruled neither parties excepting.

Attest Chas C. Penhorwood Clerk
By 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 Pow Judge of said Court of the March term A.D. 1902. Be it remembered that heretofore, to wit on the 2nd day of March 1902 the following petition was filed with the Clerk of said Court to wit:

1924 Petition

Emory F. Sawyer, Plaintiff;
vs. Court of Common Pleas Union County Ohio
Emanual L. Price, Defendant.

Plaintiff says that he was on and previous to the 2nd day of January 1892 and still is engaged in the village of Marysville and throughout the County of Union, in the State of Ohio, in the fire and cyclone insurance agency business, soliciting and writing, for a commission, fire and cyclone insurance on the insurable property of said village and county. Plaintiff further says that for a long time previous to said date the defendant was engaged in said fire and cyclone insurance agency business in the same manner as the plaintiff in said village and throughout said county: that said defendant had built up and established a large and profitable business in the writing and renewing of both fire and cyclone insurance in said county, and had secured many customers who regularly insured with said defendant. Plaintiff further says that on said date he and the defendant entered into a written contract of which the following is a copy:- Article of agreement between E. L. Price of the first part and E. F. Sawyer of the second part witnesseth: that for and in consideration of Five hundred dollars to be paid as hereinafter mentioned, said party of the first part, does hereby, sell, assign and transfer to said second party, his heirs and assigns forever all his insurance supplies, expiration register, real estate register and supplies and the good will of said party of the first part, as an insurance and real estate agent and all other supplies belonging or in any wise appertaining to said insurance and real estate business as carried on by said party of the first part in the Village of Marysville, Ohio. As a part of the consideration therefor said party of the first part hereby agrees not to engage in the business of insurance within the County of Union in the State of Ohio, directly or indirectly, so long as said party of the second part is engaged in said business. Said party of the first part also agrees to recommend said party of the second part, for insurance business when convenient, and to use his influence with such persons as may inquire of him for insurance in

favor of said party of the second part, said consideration to be paid as follows: two hundred and fifty dollars cash in hand and the remaining two hundred and fifty dollars in cash. Witness our hands this 2nd day of January 1892.

E. L. Price
E. F. Sawyer

Plaintiff says that he has performed all the conditions of said contract on his part to be performed. Plaintiff further says that said defendant has violated said contract, and is infringing the same, in the manner following to-wit; on or about the 1st day of September 1899, said defendant established an insurance office in the said Village of Marysville, in said County of Union, and ever since said date has been engaged in the fire and cyclone insurance agency business, writing and soliciting both fire and cyclone insurance on the insurable property of said Village and County and has solicited and enticed plaintiff's customers away from him, has interfered with plaintiff's business and has greatly reduced plaintiff's profits all in violation of said contract and without any right or authority from plaintiff, to the damage of plaintiff in the sum of One Thousand Dollars. Plaintiff further says that said acts of defendant in violation of said contract are a continuing injury and are a constant and increasing damage to and interference with plaintiff's business and prevents its establishment and greatly reduce plaintiff's profits that plaintiff has no adequate remedy at law and that his damages are not susceptible of proper assessment by jury, and that he will sustain great, irreparable, constant and increasing damage to his said business so long as he remains in said business unless the further conducting of said insurance business by said defendant, within said County, in violation of said contract, be restrained by order of this Court. Plaintiff says interrogatories to said defendant are hereto attached. Wherefore plaintiff prays that said defendant be required to file with his answers hereto, answers to said interrogatories, that he may have a judgment against said defendant, for the sum of One Thousand Dollars and that on the final hearing hereof said defendant may be perpetually restrained from engaging in the fire and cyclone insurance business, or either of them, either directly or indirectly, within the said County of Union and from using his influence against said plaintiff's insurance business in said County, so long as said plaintiff is engaged in said insurance business in said County, and for such other relief as may be just and equitable

W. S. Hoops. and James E Robinson
Attys. for Plaintiff

The State of Ohio, Union County ss: Emory F. Sawyer the plaintiff in the above action, being first duly sworn says the facts stated and the allegations made in the foregoing petition are true as he verily believes.

Emory F. Sawyer.

Sworn to before me and subscribed in my presence this 2nd day of March 1902

W. M. Setsworth

Notary Public.

(Seal)

To the Clerk of the Court:

Issue Summons in the foregoing case for the defendant Emanuel L. Price directed to the Sheriff of Lenox County and make same returnable according to law, indorse Summons, "action for injunction and for damages amount claimed $1000.00." With interrogatories attached.

W. J. Hoops Atty. for Plaintiff

Interrogatories to Emanuel L. Price.

State whose properties in the Village of Marysville, Ohio, you as agent have insured against fire and cyclones or either since the 1st day of September 1899.

State the amount of insurance placed on each property, the premium paid and your commission on each;

State whose properties in Union County Ohio outside of said Village, you as agent have insured against fire and cyclone or either since the 1st day of September 1899;

State the amount of insurance placed on each property, the premium paid and your commission on each;

W. J. Hoops. Atty. for Plaintiff

7927 Entry

Emory F. Sawyer. vs. Emanuel L. Price.

Court of Common Pleas Union County Ohio

Filed March 20th 1902.

This day came the parties to this action and settled this case as follows, by agreement the plaintiff is to pay all costs in this case made, and the same is paid and the defendant is to transfer to plaintiff all his memorandums, books, and registers of insurance expirations and said plaintiff is to have a perpetual injunction restraining said defendant from again engaging in the fire and cyclone insurance business in any capacity whatsoever within the county of Union, in the State of Ohio, so long as the plaintiff is engaged in said insurance business in said county in any capacity whatsoever, either in his own behalf or as a member of any firm, or as the employee of any other person or firm, and the Court approving said settlement, it is adjudged and decreed by the Court that the defendant, Emanuel L. Price, be and he hereby is perpetually enjoined from entering, or being engaged in the fire and cyclone insurance business or either in any capacity whatsoever within the County of Union, in the State of Ohio so long as the plaintiff, Emory F. Sawyer

is engaged in said insurance business in said county in any capacity whatsoever, either in his own behalf or as a member of a firm or as the employee of any other person or firm. The record to consist of petition in this case & this entry no further record.

Attest. Chas. C. Penhorwood Clerk.
by 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 Flow Judge of said Court of the March Term A.D. 1902. Be it remembered that heretofore to wit on the 5 day of July 1901 the following petition was filed with the Clerk of said Court, to wit:

7955 Petition

Iola Tallman Plaintiff.
vs.
Court of Common Pleas Union County Ohio
S.S. Mc. Peck, Mary E. Mc. Peck, Lemual Robinson and The Globe Building & Loan Association Company } Defendants

Plaintiff says that on the 5th. day of July 1898, the defendants S.S. Mc. Peck and Mary E. Mc. Peck, executed and delivered a deed of mortgage, conveying to plaintiff the following property to wit: situated in the County of Union, State of Ohio, and in the town of Bybalia and being part of U.M. survey No. 7375 Beginning in the center of the Marysville and Kenton Road at Seorga Davis' South west corner: thence easterly along said Davis' South line 185 feet to a stone: thence southerly and parallel with said Davis' East line 50 feet to a stone: thence westerly and parallel with said first 185 feet to the center of said pike: thence Northerly along the center of said pike 50 feet to the place of beginning containing 1/4 of an acre more or less. Also the following in said County, State and Survey to wit: beginning at the North-east corner of Henry Pence's land on pike: thence westerly along J.W. Tallman's lot (deeded by Aaran Mc. Mull to said Tallman) 100 feet to a stone; thence Easterly 33 feet to a stone; thence Southerly and parallel with the 100 feet line (in this description first above mentioned.) 100 feet; thence to the place of beginning, containing 1/8 of an acre more or less. to secure the payment of a debt evidenced by his note to the plaintiff for $75.00 of which the following is a copy:

$75 00 Bybalia Ohio July 5th 1898.

One year after date, I promise to pay to the order of Iola Tallman, Seventy five Dollars at 8 per cent. interest from date. Value received

S.S. Mc. Peck.
E.E. McPeck.

Said note has a credit on it as follows, September 8th 1899 credit on the within note $20.00 Said deed of Mortgage contained the following condition: Provided nevertheless that said S.S. Mc. Peck has executed and delivered to the said Iola Tallman his promissory note of even date herewith for the sum of seventy five Dollars, due in one year, now if the said S.S. Mc. Peck shall pay said note when the same shall become due

7955 Precipe

7955 Summons

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then these presents shall be void. Plaintiff further says said note is due and no payments have been made thereon except as stated above, that there is now due and unpaid thereon the sum of $71.05 and 8% interest from this date. Plaintiff further says said mortgage was filed with the Union County Recorder of deeds on the 19" day of Oct. 1898. and recorded by him on the 25" day of Oct. 1898. Plaintiff further says that one Lemuel Robinson claims a lien on said premises by reason of a tax title and that the Globe Building and Loan Association Company of Columbus, Ohio. claim a lien by reason of a certain mortgage and. Wherefore plaintiff prays that an account may be taken of the amount due on said note, that said mortgage may be foreclosed and said premises may be ordered sold according to law and that out of the proceeds thereof she may be paid the amount adjudged to be due her on said mortgage, and note and that said defendants Lemuel Robinson, and The Globe Building and Loan Association company be required to set up their respective liens or be forever barred, and for such other relief as may be just and equitable

James E. Robinson
Attorney for Plaintiff

The State of Ohio, Union County ss: James E. Robinson being first duly sworn says that he is the duly authorized attorney of the plaintiff herein, that the above pleading is founded upon an instrument for the payment of money, which is in affiants possession, that the facts and allegations stated in the foregoing petition are as he believes true.

James E. Robinson

Sworn to and subscribed before me this 5" day of July, 1901
(Seal) Chas. C. Penhorwood Clerk.

7955 precipe — To the Clerk of the Court: Issue summons directed to the Sheriff of Union County for the defendants, in the above case Lemuel Robinson, and to the Sheriff of Franklin County for the defendant in the above case The Globe Building and Loan Association Company, and Sheriff of Logan County for the defendants S. S. McBeck and Mary E. McBeck, and make the same returnable according to law. Endorse summons "foreclosure of mortgage

James E. Robinson
Atty. for Plaintiff

Issued 5th July 1901 Returned and filed July 10" 1901

7955 Summons — The State of Ohio Union County: To the Sheriff of Franklin County: You are hereby commanded to notify The Globe Building and Loan Association Co. that they (impleaded with others) have been sued by Iola Tallman in the Court of Common Pleas of Union County and must answer by the 3rd 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 15th day of July A.D. 1901. Witness my hand and the seal of said Court this 5th day of

July A.D. 1901.
(Seal) Chas. C. Penhorwood Clerk.
Endorsements: Foreclosure of Mortgage.
Sheriffs return: The State of Ohio Franklin County:
Received this writ July 6th 1901, at 9, oclock A.M. and on the 8th day of July 1901, I served the within named defendant The Globe Building and Loan Association company by personally handing a true copy thereof with all the endorsements thereon to N. F. Pugh President of said The Globe Building and Loan Association company.
Sheriffs fees $1,45 Charles A Pearce Sheriff of Franklin Co.
by E. E. Bastian Deputy.

7955 Summons.
Issued July 5th 1901 — Returned and filed July 10th 1901.
The State of Ohio Union County. To the Sheriff of Union County Ohio
You are hereby commanded to notify Lemuel Robinson that they have been sued by Iola Fallman in the Court of Common Pleas of Union County, and must answer by the 3rd 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 15th day of July A.D. 1901.
Witness my hand and the seal of said Court this 5th day of July A.D. 1901,
(Seal) Chas. C. Penhorwood Clerk.
Indorsements: Foreclosure of Mortgage.
Sheriffs Return: Received this writ July 6th A.D. 1901, at 9, o clock. A.M. and served same by delivering to Lemuel Robinson personally a true and certified copy of this writ with all the endorsements thereon July 9th 1901.
S. F. Burnham Sheriff
Sheriffs fees $4,38 By Allen Haines Deputy

7955 Summons.
Issued 6th day of July 1901: Returned and filed July 13th 1901
The State of Ohio Union County. To the Sheriff of Logan County Ohio
you are hereby commanded to Notify S.S. McPeck and Mary E. McPeck that they with others have been sued by Iola Fallman in the Court of Common Pleas of Union County and must answer by the 3rd day of August 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 15th. day of July A.D. 1901.
Witness my hand and the seal of said Court this 6th day July 1901
Seal. Chas C. Penhorwood Clerk
Indorsements: Foreclosure of Mortgage
Sheriffs Return: Received this writ July 8th A.D. 1901. at 8, o'clock A.M. and served same by delivering a certified copy thereof with the endorsements thereon to Mary E. McPeck personally. and to S.S. McPeck by leaving at usual place of residence

7955 Answer and Cross petition.
July

7955 Answer and Cross petition

July 11th 1901
Sheriffs Fees $3,13

R. S. Kerr Sheriff.
By H. S. Kerr Deputy.

7955
Answer and Cross petition.

Iola Sallman
Vs.
S. S. McPeck et. al.

Court of Common Pleas Union County Ohio
Filed Aug. 3rd 1901

Now comes the defendant, Lemuel Robinson, and says, for answer to plaintiff's petition, that on the 17th day of January, 1899, he purchased at a tax sale of the Treasurer of Union County Ohio, the premises in said petition described, paying therefore the sum of $7,18, that he has since paid the yearly tax thereon amounting to $7,00, that the penalty and interest thereon amounts to $5,81, that on the day of January 1901, he received of the Auditor of Union County a deed for said premises, that he had said deed duly recorded in the office of the Union County Recorder, that since receiving said deed he has had peaceable possession of said premises and that he has made valuable and lasting improvements on the same to the value of $12,00 Said defendant Lemuel Robinson, therefore prays that he may be adjudged to have the first and best lien for $31,99 on said land, and when said premises are sold as prayed for in plaintiffs petition, he may be paid out of the proceeds of said sale, said sum of $31,99. and for such other relief as may be just and equitable.

James E. Robinson Atty. for Lemuel Robinson

The State of Ohio, Union County ss: Lemuel Robinson, being first duly sworn, says the facts stated and the allegations made in the foregoing answer are as he believes true,

Lemuel Robinson

Sworn to before me and subscribed in my presence this 29th day of July, 1901 (Seal)

James E. Robinson
Notary Public

7955
Answer and Cross petition

Iola Sallman
Vs
S. S. McPeck et. al.

Court of Common Pleas Union County Ohio
Filed Aug 12th 1901.

Defendant, the said Globe Building & Loan Association company, says that it is a corporation, duly incorporated and organized under the laws of the State of Ohio; that on the 15th. day of July 1898. the defendants, Stephen S. McPeck and Mary E. McPeck, executed a mortgage to this defendant by which they conveyed the premises described in the petition to this defendant upon the following condition: "That whereas, the said Stephen S. McPeck and Mary E. McPeck have entered into a contract in writing with the said Association, in the words and figures following, to wit:

$200 West Mansfield, Ohio July 6th 1898.

Received of The Globe Building and Loan Association, of Columbus Ohio, Two Hundred Dollars as a loan on two

shares of stock No. 8433 owned by us in said Association.
We herein agree to pay to said Association monthly, not less than Three 2/100 Dollars, which shall be applied as follows:-
First. To the payment of any fines or other assessments made against us in pursuance of the by laws of said Association.
Second: To the payment of the interest and premium due on said loan, amounting to Two and 2/100 Dollars, per month.
Third: 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 interest accumulations as per the tables adopted in the by-laws of said Association, shall equal the amount loaned. Should we fail for three months to pay said payments, then the whole amount of said loan shall at once become due and payable.

Stephen S. McPeck.
Mary E. MaPeck.

Now if the said Stephen S. McPeck and Mary E. MaPeck shall pay to said Association, its successors or assigns, the said sums of money when due, as set forth in said contract, then these presents shall be void, otherwise in full force and virtue at law.
In Testimony Whereof, the said Stephen S. McPeck and Mary E. McPeck his wife, who hereby releases all her rights and expectancy of dower in the described premises, have hereunto set their hands this 14th day of July 1898.

Executed in presence of
P. M. Keller and A. L. Cook.

Stephen S. McPeck.
Mary E. McPeck.

Said defendant further says that said mortgage was executed to secure the payment of the said sum of $300, and interest thereon, and the said fines and assessments, and premiums.
Said defendant further says that the said mortgage was duly executed by said Stephen S. McPeck and Mary E. McPeck and was on the 14th day of July, 1898 at 3:30 o'clock P. M. duly left for record with the Recorder of said County of Union and became, and still is, a valid and subsisting and first lien on said premises; that said Stephen S. McPeck and Mary E. McPeck have made default in the interest and dues before mentioned for more than three months, whereby the whole amount of said loan is now due and owing to the said defendant; and there is now due and owing to the said defendant from said Stephen S. McPeck and Mary E. McPeck, the sum of $178 49/100 Wherefore, said defendant prays that said property may be sold, and its claim be first satisfied out of the proceeds thereof, and it pray for such further and general relief to which in equity it may be entitled.

Leonard B Utley. Atty. for defendant The Globe Building and Loan Association Company.

State of Ohio Franklin County: M. D. James being first duly sworn, says he is the Secretary of the Globe Building and Loan Association Company; that the facts stated and

7955 Entry

the facts stated and allegations contained in the foregoing Answer and Cross Petition are true as he verily believes.

S. M. D. James.

Sworn to before me by the said M. D. James, and by him subscribed in my presence, this 8th day of August A.D. 1901

L. R. Pugh Notary Public

(Seal) in and for Franklin County Ohio

7955 Entry

Sola Tallman Vs. S. S. McPeck et al.

Court of Common Pleas Union County Ohio. Filed Sept. 23" 1901.

This cause now coming on for hearing on the petition of the plaintiff, the cross petition of the defendant, Samuel Robinson, the cross petition of the defendant, The Globe Building and Loan Association company and the evidence, the court find that the defendants S. S. McPeck and Mary E. McPeck, have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true; and that there is due to the plaintiff from the defendants, S. S. McPeck and Mary E. McPeck on the promissory note set forth in the petition, with interest to the first day of this term, the sum of Seventy two and 17/00 Dollars The Court further find that, in order to secure the payment of said note, the defendants S. S. McPeck and Mary E. McPeck his wife, executed and delivered to said plaintiff the certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded by the Union County Recorder of Mortgages in the Mortgage Records of said County on the 19" day of October 1898, and is a good and valid Lien on the premises described in the petition, and that the conditions of said mortgage have been broken. And the Court further find there is due to the defendant, Samuel Robinson, from the difendant S. S. McPeck for taxes paid the Treasurer of Union County at a tax sale of said premises and for taxes on said premises subsequent to said sale and for interest and penalty on same, the sum of Twenty and 17/00 Dollars; the Court also find that of the two years from the sale of said premises at tax sale the defendant, Samuel Robinson, made lasting and valuable improvements on said premises of the value of Twelve Dollars and that said Samuel Robinson has a lien on said premises to the amount of Thirty two and 17/00 Dollars, which said lien is the first and best Lien on said premises. And the Court further find that there is due the defendant, The Globe Building and Loan Association Company, from the defendants S. S. McPeck and Mary E. McPeck on the contract set up in the cross petition of said company, including interest to the first day of this term the sum of $181 42/00 That to secure

the payment of said contract, the defendant S.S. McPeck and Mary E. McPeck, executed and delivered to said company their certain mortgage as in said cross petition described, and on the premises in the pleadings petition described, that said mortgage was duly recorded on the 14 day of July, 1898, at the office of the Union County Recorder of Mortgages, and next to the lien of the said defendant Lemual Robinson is the best lien on said premises for the amount so found due to said company from the said defendants, S.S. McPeck and Mary E. McPeck; and that the conditions of said mortgage have been broken. It is therefore adjudged and decreed, that unless said defendants S.S. McPeck, and Mary E. McPeck shall, within three days from the entry of this decree, pay, or cause to be paid to the Clerk of this court the costs in this case, and to the plaintiff, and to the defendants Lemual Robinson and the Globe Building Loan Association Company the sums so found due them as aforesaid, with interest from the 16th day of September 1901, the defendants S.S. McPeck and Mary E. McPecks equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon Execution, and report his proceedings to this court for further order.

7955
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 23rd day of Sept. 1901 Iola Talleman Lemuel Robinson and The Globe Building & Loan Association Company obtained a judgment and decree against S.S. McPeck and Mary E. McPeck for the sum of $285 79/100 and $25 costs of suit. And Whereas it was then and there by said Court ordered, adjudged and decreed that the said S.S. McPeck and Mary E. McPeck within 3 days from the 23" day of Sept. A.D. 1901 pay into the said Iola Talleman, Lemlual Robinson and The Globe Building and Loan Association Co. the said sum of $285 79 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 as fully to sell the real estate described in the Plaintiffs petition &c. And Whereas the 3 days aforesaid have fully expired and the said sum of $285 79 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 tenement situate in Union County Ohio to wit: (For description see plaintiffs petition) We Therefore, Command you, that

7955
Sheriff Return.

7955
Legal Notice

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 8th day of Oct. A.D. 1901.

Chas C Borhorwood
Clerk.

Seal.

7955
Sheriff Return.

The State of Ohio Union Co ss:
In obedience to the command of the Order of Sale hereto annexed, I did on the 12th day of October 1901 summon John N. Hendrick George Temple and H. E. Gray three disinterested freeholders residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual View and aforesaid on the 12th day of October 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 $400.00 Four Hundred Dollars, A certified copy of said appraisal forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, And on the 16th day of October 1901 I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Union County,) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 16th day of November 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: 5 consecutive weeks; and in pursuance to said notice I did on said 16th day of November A.D. 1901 at the time and place above mentioned, proceed to offer said lands and tenements at public sale and receiving no bids for same this writ returned November 16th 1901
Sheriffs fees $7.50 Appraisers fee $3.00 S. F. Burnham Sheriff.

7955
Legal Notice

Sola Tallman vs S. McPeck et al
Order of Sale.
Court of Common Pleas Union County Ohio.
Filed Nov 18th 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, November 16th 1901 at or about the hour of one o'clock P.M. on said day, the following described real estate to wit: (For description see Plaintiffs petition) Appraised at four hundred ($400) dollars.

S. F. Burnham
Sheriff Union County Ohio

Oct 16th 1901

7955

(Proof of Publication)

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. 16, 1901

W. O. Shuster

Sworn to and subscribed before me, this 15th day of November 1901

Printers Fees, 1.75

Chas C. Penhorwood

(Seal).

Clerk.

7955 Alias Order of Sale.

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 23" day of September 1901 Iola Taleman Jennual Robinson and the Ideal Building & Loan Association Co. obtained a judgment or decree against S.S. McPeck and Mary McPeck for the sum of Two Hundred and Eighty five and 79/00 Dollars, and Whereas it was then and there by said Court ordered, adjudged and decreed that the said S.S. McPeck and Mary McPeck within 3 days from the 23" day of September 1901 pay unto the said Iola Taleman et. al. the sum of Two Hundred and Eighty five and 79/00 Dollars, with interest at 6 per cent from the 23" day of September 1901, and costs aforesaid; and upon default to pay the same That an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in the Plaintiffs petition etc. And Whereas after the 3 days aforesaid have fully expired, and the said sum of $285.79 and costs aforesaid, had not been paid, or any part thereof, as appeared to us of record, then in accordance with said order of the Court an order of sale issued out of this Court on the 10th day of October 1901, under which the following lands and tenements were appraised, advertised and offered for sale to wit: (For description see Plaintiff petition) 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: $400.00, and the moneys arising from said sale, and your proceedings herein thereon before our Court of Common Pleas next to be holden in and for said County, and make return of this order with in sixty days from the date thereof; Witness my and seal of said Court this 10th day of January 1902,

(Seal) Chas. C. Penhorwood C Clerk

7955 Sheriffs Return

The State of Ohio Union County ss:

In obidience to the command of the Order of Sale hereto annexed, I did on the 15th day of Feb. 1902 cause to be advertised in the Marysville Tribune (a newspaper printed and published and of

7955 Entry

7955 Legal Notice

7955 Order of re-appraisement and Sale,

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 15th day of Feby. A.D. 1902, at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: 5 consecutive weeks, and in pursuance to said notice, I did on said 15th day of Feby A.D. 1902, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House, having received no bid. This writ returned.

Sheriffs fees $1,60

S. F. Burnham Sheriff

7955 Entry

Iola Tallman vs. S. S. McPicken et al

Court of Common Pleas Union County Ohio.
Filed Feb 22 1902.

It appearing to the court that the real estate involved in this case has been twice advertised and offered for sale on order of sale, under the present appraisement, and the same remains unsold for want of bidders, now on motion of plaintiff by counsel the said appraisement is hereby set aside, and it is ordered that a new one be made, an alias order of sale issue for that purpose.

7955 Legal Notice

Iola Tallman vs. S. S. McPicken et al.

Alias order of sale
Court of Common Pleas Union County Ohio
Filed Mar 19" 1902.

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 15" 1902, at or about the hour of 1 O'Clock P.M. on said day the following described real estate to wit: (For description see plaintiff's petition) appraised at four hundred dollars ($400.00) terms of sale cash,

S. F. Burnham Sheriff.

7955

(Proof of Publication.)

State of Ohio, Union County:

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 15th 1902.

W. O. Shearer.

Sworn to and subscribed before me this 19th day of Mar 1902
(Seal)

Chas C. Pinkerwood Clerk

7955 Order of re-appraisement and sale,

State of Ohio Union County: Filed Apr 5" 1902

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. 1901 in a certain action wherein Iola Tallman was Plaintiff and

S. S. McPeek et.al, were Defendants a writ issued out of said Court for the sale of the premises hereinafter described and whereas no sale being had under said order, an alias writ for the sale thereof issued on the 11th day of January 1902. And whereas no sale being had under said order, the said Court has therefor, ordered a reappraisement and sale of the same; We command you therefore 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; (See description in Plaintiff's petition.) To satisfy a judgment rendered in favor of said plaintiff and Samuel Robinson and The Globe Building and Loan Association Co. against said Defendants for the sum of Two Hundred and Eighty five & 00 Dollars. damages and Fifty Dollars costs of suit with interest at the rate of 6 per cent. from the 16th day of Sept 1901 until paid, and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from 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 25th. day of Feb, A. D 1902.
(Seal) Chas C. Tenhorwood Clerk.

7955 Sheriff's Return:
State of Ohio Union County; In obedience to the command of the Order of Sale hereto annexed, I did on the 26" day of February 1902 summon C. E. Bonham, Wellington Mather, and Geo. W. Moody 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 26" day of February A. D. 1902 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 Two Hundred and Sixty 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 6" day of March 1902 I caused to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 5" day of April 1902 at 1, o'clock P. M. of said day, and having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: 5 consecutive weeks, and in pursuance to said notice, I did on said 5" day of April 1902, at the time and place above mentioned proceed to offer said lands and tenements at public sale, at the door of said Court House; and then and there came T. C. Williams who bid for the same the sum of Three hundred and fifty five Dollars, and said sum being more than two thirds of the appraised value thereof and said T. C. Williams being the highest and best bidder therefor; I then and there publicly sold and struck off said land and tenements to him for said sum of Three hundred

7955 Legal Notice

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7955 Entry

and fifty five Dollars,
Sheriffs Fees $11.62 Appraisers $3. S. F. Burnham Sheriff.

7955 Legal Notice

Iola Gallman Order of Sale
Vs. Court of Common Pleas Union County Ohio.
S. S. McPeek et.al. Filed Apr. 11th 1902

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County Ohio I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday April 5th 1902 at or about the hour of one o'clock P.M. on said day, the following described real estate to wit:- (For description see Plaintiffs petition.) Appraised at $360 Terms of sale cash.

S. F. Burnham Sheriff.

7955

(Proof of Publication)

State of Ohio Union County ss:

I Geo. W. Worden, publisher of the Richwood Gazette being duly sworn, say that the notice here to attached was published in the Gazette on the 6th day of March 1902, and continued therein 5 consecutive times during all of which time said newspaper was printed and in general circulation in said County.

Geo W. Worden.

Sworn to and subscribed before me, this 10th day April 1902.
Printer's fee $8.75 Probate 25¢ J. F. Millar
(Seal) Notary Public

7955 Entry

Iola Gallman: Court of Common Pleas Union County Ohio
Vs. Filed Apr. 11th 1902.
S. S. McPeck et.al. Confirming Sale &c.

On motion of the Plaintiff, and on his producing the return of the Sheriff, of the sale made under the former order of this court; and the court, on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this court, It is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed. And it is further ordered that the said Sheriff, convey to the purchaser, T. C. Williams by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders 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 said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on and also the mortgage given by S. S. McPeck and Mary E. McPeck to The Globe Building & Loan Association Company on July 14th 1898, to be entered on the records thereof, in the office of the Recorder of Union County Ohio. And the court coming now to distribute the proceeds of said sale amounting to

Three Hundred and Fifty five Dollars, it is ordered that the Sheriff, out of the money in his hands pay First To the Treasurer of this County the taxes, penalty and interest against said property to wit, the sum of Two and 7/100 Dollars, Secondly: The cost of this action taxed at One Hundred and Twenty Eight 7m 8/100 Dollars, Thirdly: To the defendant Samuel Robinson, the amount heretofore found and due him with interest to wit: the sum of Thirty three and 2/100 Dollars. Fourthly: To The Globe Building and Loan Association Company the amount of its claim to wit the sum of One Hundred and Eighty seven and 5/100 Dollars. Fifthly:- To the Plaintiff the residue being $2 27/100 to be credited to plaintiff on the amount found due him on his lien.

Attest: Chas C. Penhorwood Clerk
By Deputy.

8030 Petition — Plea... and fo... Comm... Court... to wit... Clerk...

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8030 Affidavit for Publication — Wi...

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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 Jr said Court of the March Term A.D. 1902. Be it remembered that heretofore, to wit. on the 8th. day February the following petition was filed with the Clerk of said Court to wit:

8030
Petition

Anna C. Taylor Plaintiff:
vs. Court of Common Pleas Union County Ohio.
William B. Taylor; Defendant.

The plaintiff says that she has been a resident of the State of Ohio for more than the year last past and that she is now a bona fide resident of the said county of Union: That on the 19th day of December 1868 she was married to the said William B. Taylor, which marriage relation still exists. That at the time of her marriage with the defendant, she was living in this county, her maiden name was Anna C. Shryer, but she had been married to one Martin Keller, who died about the year 1866. The defendant procured the license for himself and plaintiff to marry and when he got them he called the plaintiff by her maiden name, so that the marriage records show the marriage of William B. Taylor and Anna C. Shryer, but in fact said marriage was that of the plaintiff and the defendant, and the records showed her given the name of plaintiff as the widow of Keller. The plaintiff has always conducted herself properly as a wife. Regardless of his duties as a husband the defendant has been and is guilty of wilful absence from the plaintiff for more than the three years last past, and wholly disregard all marital duties. Wherefore the plaintiff prays that she may be divorced from the said William B. Taylor, and for all proper relief. And that she may have reasonable alimony.

J. D. McCameron Atty. for Plaintiff.

8030
Affidavit for Publication

Anna C. Taylor
vs.
William B. Taylor

Court of Common Pleas Union County Ohio
Filed Feb. 8th 1902.

State of Ohio Union County ss: Anna C. Taylor being first duly sworn deposes and says, that she is the plaintiff in the above entitled case, that this action is brought by her for the purpose of obtaining a divorce from the defendant William B. Taylor. The affiant says that she does not know the place of residence or post office address of the defendant and has been unable to find out the same although she has used due and reasonable diligence for the purpose. She says that by reason of the residence and post office address of the defendant being unknown to her, she desires to make service on defendant by publication

Anna C. Taylor

Sworn to before me and signed in my presence this 8th day of February 1902.
(Seal). J. L. Cameron Notary Public

8030 Legal Notice

'Legal Notice Filed March 27th 1902.'

William B. Taylor, residence unknown will take notice that his wife Anna C. Taylor, did on the 8th day of February 1902 file in the office of the clerk of the court of Common Pleas of Union County Ohio, her petition, charging the said William B Taylor with wilful absence for more than three years, and praying that she may be divorced, and for all proper relief. Said petition will be for hearing at the March Term of said Court, 1902, at which time the defendant is required to answer, and hearing will be had any time after the 27th day of March 1902.

Anna C. Taylor.
J. L. Cameron Attorney.

8030. Feb. 12" 1902.

Proof of Publication.

State of Ohio, Union County; The undersigned being duly sworn, says that a copy of the annexed Notice has published for 6 consecutive weeks in "the Marysville Tribune" a news paper of general circulation in the County of Union, the first publication beginning with Feby. 12" 1902.

W. O. Shearer.

Sworn to and subscribed before me this 27th day of Mar, 1902.
(Seal) Primers fee $3.50 Chas. C. Penhorwood Clerk,

8030 Entry

Anna C. Taylor: vs William B Taylor: Court of Common Pleas Union County Ohio. Filed Apr. 7" 1902.

This day came the Plaintiff and her attorney and this cause came on to be heard, upon the petition and the evidence, the defendant having been legally summoned by publication, having failed to appear, and the Court find him in default for answer and demurrer to the said petition. The Court further find from the evidence that the plaintiff has been a resident of the State of Ohio for more than ten years last past and during all that time has been a bona fide resident of said County of Union. The Court find that the defendant has been duly and legally served with notice of the filing and pendency of the petition by publication as required by law. The Court further find that the defendant has been guilty of wilful absence for more than three years next before the filing of the petition, and that by reason thereof the plaintiff is entitled to be divorced as prayed for. The Court find all the allegations of the petition to be true. It is therefor ordered and adjudged by the Court that the marriage contract, heretofore existing between the said Anna C. Taylor and William B Taylor be and the same is dissolved, and both parties are released from the obligations of the same, and that the plaintiff pay the costs herein.

Attest Chas. C. Penhorwood Clerk.
By Deputy.

8021 Petition

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Pleas continued and held at the Court House in Marysville within, and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow Judge of said Court of the January Term A. D. 1902. Be it remembered that heretofore, to wit, on the 3" day of January 1902. the following petition was filed with the Clerk of said Court, to wit:

8021 The Cleveland Stone Company Plaintiff;
Petition Vs. In the Court of Common Pleas Union County Ohio.
H. L. Clark: Defendant.

The Plaintiff is a corporation duly organized under the laws of the State of Ohio. There is due plaintiff from the defendant the sum of One Hundred and Fifty Three Dollars and forty six cents, which he claims with interest from the 26th day of February, 1901, on an account of which the following is a copy, with all credits.

Cleveland Ohio. Feb. 4th 1901,

H. L. Clark. Richwood Ohio in account with The Cleveland Stone Co.

1900 July	3"	Erie	5927-27	Prom., sd flags=144-0x6-0x2½=864,	9	$ 77.76	
"	6."	C,L.&W.	391,	43 pcs,=263-0x4-6x2½=1183-6,	9		106.52
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"	18."	Big 4,	24684,	28 pcs.=147-0x6-0x2½ 852-0			
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"	17	CCC	21971	25 pcs.=146-0x6-0x2½ 876	9	78.84	
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"	"	"		52 pcs, sd. flags=320-0x4-6x2½ 1440	9	129.60	131.73
"	23	"	21951,	43 pcs=276-0x4-6x2½, 1242	9		111.78
"	24	"	21994	36 pcs.=162-0x6-0x2½ 972			
"	"	"	"	5 pcs=35-0x4-6x2½ 157-6	9		101.66
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Aug 6	"	22092,	54 pcs.=337-0x4-0x2	1348	7½		101.10
"	4	"	22720	55 pcs.=326-0x4-0x2 1304	7½	97.80	
				Rough Dim. 2 pcs 9-0x1-2x8	14	40	5.60	103.40
"	8	Erie	5223	50 pcs=306-0x4-0x2 1224	7½		91.80
"	24	C,L.&W.	624	18 " =87-0x6-0x2½ 522	9	46.98	
				29 =180-0x4-0x2 720	7½	54.60	100.98
Sept 19		C.H.V&W J.	8137	12 pcs.=50-0x6-0x2½ 300	9	27.00	
				45 " =272-0x4-0x2 1088	7½	81.60	
				Sd. 4, 8, 2 pcs. 3-0x14x6, 3-6			
				2 " 4-0x16x6 5-4			
				2 " 4-0x16x8 7-1			
				16.11	80	12.73	121.33
Nov. 5		C.E.	5353,	10 pcs. 40-0x6-6x2½ 360	9	23,40	
				1 pc. 6-0x5-0x4 30	15	4.50	
				43 pcs. =271-0x4-0x2 1084			

No 5 6 and 8. no charge 150

934 7½ 70,05 97.95

Total $1553.46

Credit

July 12th	By freight	1 car	$19.70
" 24 "	"	" 2 "	42.65
" 31st	"	" 4 "	86.70
August 8th	"	" 1 "	19.70
" 21st	"	" 3 "	58.45
Sept 14th	"	" 1 "	18.65
" 20 "	"	Cash	100,00
" 25 "	"	freight 2 "	46.05
Oct. 23rd	"	cash	200,00
" 25th	"	"	200,00
" 29 "	"	"	275,00
Nov. 14 "	"	freight 1 "	21.75
Feb. 11 "	"	cash	96.00
" 23rd	"	"	50.00
" 26th	"	"	165.35

Total Credit. $1400.00

Balance due $153.46

Wherefore, plaintiff asks judgment against the defendant in said sum of One Hundred and Fifty Three Dollars and forty six cents, with interist aforesaid. J. F. Millar Atty. for Plaintiff.

State of Ohio, County of Union ss:

John F. Millar, being first duly sworn says that the plaintiff is a corporation and a non-resident of Union County and that he is its attorney duly authorized in the premises, and that the facts stated and allegations made in the foregoing petition are as he verily believes, true.

J. F. Millar

Sworn to before me and subscribed in my presence this 30th day of December, A. D. 1901.

(Seal) J. W. Crawford Notary Public

8021 Waiver

I hereby waive the issue and service of summons in this action, and enter my appearance therein.

Filed Jan 3rd 1902. H. L. Clark.

Chas C. Pinkerwood clerk.

8021 Entry

The Cleveland Stone Co. vs. H. L. Clark. Court of Common Pleas Union County Ohio. Filed Feb. 22nd 1902.

Now come the plaintiff by its attorney and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiff in the sum of One Hundred and Sixty two and 35/100 Dollars $162 35/100. It is therefore considered by the Court that the said plaintiff, the

Cleveland Stone Co. recover from the defendant, H.L. Clark, the said sum of $162 2/100, and his costs herein expended, taxed to $ for which execution is allowed to issue

Attest Chas C. Penhorwood Clerk.

By Deputy.

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Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow Judge of said Court of the March Term, A.D. 1902. Be it remembered that heretofore, to wit, on the 31st day of March 1902 the following petition was filed with the Clerk of said Court to wit:

8054 Petition

The Huber Manufacturing Company Plaintiff;
vs. Court of Common Pleas Union County Ohio.
W.L. Fleisher, Defendant;

There is due plaintiff from defendant on a certain promissory note which with all credits and endorsements thereon, is hereto attached marked "Exhibit A," and made part of this petition, the sum of One Hundred and Sixty one and 9/100 Dollars, which it claims with interest at the rate of Eight per cent. per annum, from the 31st day of March A.D. 1902. Wherefore plaintiff prays judgment against said defendant for the said sum of One Hundred and Sixty One and 9/100 Dollars, with interest thereon at the rate of Eight per cent. per annum, from the 31st day of March A.D. 1902, and for Costs of suit.

"Exhibit A": On or before March 1st 1902, for value received, we, jointly and severally promise to pay The Huber Manufacturing Company, or order, at Bank of Richwood, Richwood Ohio, One Hundred and Fifty Dollars, with interest at 6 per cent. per annum, from date - payable annually until due at 8 per cent. after maturity upon principal and upon due and unpaid interest, and we hereby authorize and empower any Attorney at law of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process in any Court of Record in the State of Ohio or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the payee, legal holder, indorsee or assignee hereof, and release all errors which may occur in the rendition of such judgment. And we also release the right of appeal the stay of execution, and the power and privilege to hold exempt from execution, and personal or real property belonging to us, or either of us at and after the date of such judgments; and our said attorney is hereby authorized to enter such release in said Judgment. Witness our hands this 22nd day of December 1900
P.O. Richwood Ohio, Due March 1st 1903. W.L. Fleisher

James McCambell Atty. for Plaintiff.

State of Ohio, Union County ss: James McCambell 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 hereto above attached; and that the statements contained in the foregoing petition are true, as affiant believes.

James McCambell

Sworn to before me and subscribed in my presence this 31st day of March 1902.
(Seal) Chas. C. Richwood Clerk

8054 Answer

The [illegible]

W.L. [illegible]

court [illegible] to the [illegible] and [illegible] hereof said [illegible] of One [illegible] due [illegible] hereof and [illegible] Ruled [illegible]

8054 Entry,

The [illegible]

W.L. [illegible] This [illegible] Robinson [illegible] and [illegible] and [illegible] Clerk [illegible] the [illegible] asse[illegible] inde[illegible] sixty [illegible] erdo[illegible] It [illegible] from [illegible] and [illegible]

8054
Answer

The Huber Manufacturing Company,
Vs
W. L. Flesher.

Court of Common Pleas Union County Ohio
Filed March 31st, 1902.

I, James E. Robinson an attorney at law in the several courts of record of this State, by virtue of the warrant of attorney, annexed to the foregoing petition, do hereby enter the appearance of said defendant in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendant on the note attached to said petition, for the sum of One Hundred and Sixty one and 90/100 dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors, and rights of appeal, stay of execution, and exemptions in the premises Dated March 31st 1902.

James E. Robinson Atty. for Defendant.

8054
Entry.

The Huber Manufacturing Company
Vs
W. L. Flesher.

Court of Common Pleas Union County Ohio.
Filed March 31, 1902

This day came the plaintiff by its attorney; also came James E. Robinson, an attorney at law of this court on behalf of defendant and by virtue of a warrant of attorney duly executed by said defendant, and now produced to the Court and which is filed with the Clerk of this Court, Entered the appearance of said defendant waived the issuance and service of process in this action, and, with the assent of the plaintiff, confessed that the said defendant is justly indebted to the said plaintiff in the sum of One Hundred and Sixty one and 90/100 dollars; and also released and waived all exceptions, errors, and rights of appeal, stay of execution and exemptions herein. It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of One Hundred and Sixty one and 90/100 dollars, together with its costs herein expended, taxed and —

Attest: Chas. C. Pinkerwood Clerk
By 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 Kerr Judge of said Court of the January Term of Court A.D. 1902.
Be it remembered that heretofore, to wit, on the 10th day of April 1902. the following petition was filed with the Clerk of said Court. to wit:

7937. Petition

The Cleveland, Cincinnati Chicago and St. Louis Railroad company, } Plaintiff's.
vs
The Village of Milford Center, Ohio. } Defendant.

Court of Common Pleas Union County Ohio

The plaintiff says that it is a corporation organized and existing under the laws of the State of Ohio, and owning and operating a railroad extending in the State of Ohio from the City of Cleveland through the town of Delaware to the City of Cincinnati, one branch of its said road running from said town of Delaware through Columbus to Springfield, and another branch thereof running from said town of Delaware through said Village of Milford Center to Springfield. The said defendant is an incorporated Village under the laws of the State of Ohio, having a Mayor and Village Council, and located in the said Union County, Ohio; and the said Village is and ever since the 17th, day of October, 1898, has been the owner of a system of waterworks, and is and ever since said date has been engaged in operating the same in furnishing water thereby to the public; That on the said 17th day of October, 1898, by a resolution or ordinance of its Council, the said Village of Milford Center entered into a contract with the plaintiff in regard to furnishing water by the said Village of Milford Center to the said plaintiff, and authorized the Mayor of said corporation to sign the said contract for said corporation of Milford Center, as appears by the record of said Village Council, a copy of which is hereto attached marked "Exhibit B", a copy of which contract is hereto attached marked "exhibit A" Thereafter on or about the 21st day of January, 1899. the said contract which had theretofore been signed by the plaintiff, was signed by the said Village of Milford Center by O. W. McAdow, its Mayor, acting under the authority of a resolution of its Council a copy of which is hereto attached marked Exhibit C". By the terms of the said contract so entered into the said defendant agreed that in consideration of the sum of One Hundred and Fifty ($150.00) Dollars a year, payable quarterly, at the expiration of each quarter year the said 21st day of January, 1899, to furnish to the plaintiff daily and at all times, all water that may be needed by the first party for all purposes, including water for Locomotives, Washing of Engines, station use, or for any other legitimate purpose in connection with the transaction of

said party's business at Milford Center for the period of five years from said January 21st 1899. The plaintiff further says that both of the parties forthwith entered upon the execution and carrying out of the terms of said agreement, and the same has been in operation and effect throughout the term provided for, and is now in effect and the said parties are both acting under the terms thereof, the said plaintiff having at all times made payments required of it under said contract and complied with all of the other terms and conditions thereof by it to be performed; and the said plaintiff has relied and is now relying upon the water being furnished by said Village under said contract for the operation of its said railroads, the furnishing of water to its locomotives, both passenger and freight, and for all other legitimate purposes in connection with the transaction of its said business at said Milford Center, and the compleinant has no other means for furnishing water to its said engines on said trouch of its railroad from Delaware to Springfield, so that if said defendant should cut off said water supply required to be furnished by it under the terms of said contract, the plaintiff would be unable to operate it said rail road, its business of carrying passengers and freight would be suspended to the great injury and damage of this said plaintiff and to the great injury and annoyance of the public. The plaintiff further says that the said defendant wrongfully pretending and claiming that the said contract with this compleinant was not entered into by the said defendant by ordinance as required by Section 1693 of the Revised Statutes of Ohio, and that for that reason the said contract was void as against said defendant, and for no other reason or ground whatever has notified this plaintiff that it will shut off said water supply, and the said defendant now threatens to, and unless enjoined by order of this Court will, wrongfully shut off the said water supply required to be furnished by it to the plaintiff, under and by virtue of the said contract, and thus interrupt and suspend the plaintiff's business as a common carrier of freight and passengers, to its great and irreparable injury and to the great and irreparable damage and annoyance of the public. Wherefore the plaintiff prays that during the pendency of this suit the said defendant may be enjoined and restrained from cutting off the said water supply or any part thereof, required to be furnished by it to the plaintiff under the terms of the said contract; and that upon the final hearing hereof the said injunction may be made perpetual; and the plaintiff further prays for such other and further relief as the nature of the case may require.

By Bowman & Bowman
Porter and Porter
Attorneys for Plaintiff

The State of Ohio Clark County ss.
William G. Bayley being duly sworn says that he is the Superintendant of the above named plaintiff, which is a

railroad corporation, and that the facts stated in the foregoing petition are true. W. S. Bayley.
Sworn to before me and subscribed in my presence this 9th day of April 1901.

(Seal) Jacob M. Harner
Notary Public Clark County Ohio

7937 Precipe

The C. C. C. and St. L. R. R. Co.
Vs. Court of Common Pleas Union County Ohio.
The Village of Milford Center, Ohio.

The Clerk will please issue a summons for the above named defendant directed to the Sheriff of Union County, returnable according to law, and endorse the same Equitable relief prayed for and temporary injunction allowed.

By Bowman and Bowman
Porter and Porter Attys for Pltff.

"Exhibit A."

This agreement made and entered into this 21st day of January A. D. 1899, by and between the Cleveland, Cincinnati, Chicago, and St. Louis Railway Company, First party, and the Village of Milford Center Union County Ohio, Second Party, Witnesseth: That for the considerations hereinafter named, the second party agrees to furnish the first party, daily and at all times, all the water that may be needed by the first party for all purposes including water for locomotives, washing of engines, station use or for any other legitimate purpose in connection with the transaction of said first party's business at Milford Center, Ohio, for the term of five (5) years from date of this instrument. It is further agreed that at the expiration of the five (5) years term aforesaid that this contract shall be renewable at first party's option for a like term of five (5) years. In consideration of such service the first party agrees to pay to the second party the sum of One Hundred and Fifty (150) Dollars per year payable quarterly at the expiration of each quarter year after the date of this agreement. It is further agreed that the first party may, at any time have the water analyzed by competent chemist, acceptable to both parties, and should it be found that the water is unfit for use or injurious to said locomotive boiler or found to contain deposits, acids, lime, chemicals or any other ingredients creating a deposit in said boilers to such an extent as to make it injurious to longer continue its use, then the first party may terminate this contract at the end of ten (10) days after giving written notice to the second party. And it is further agreed that for each failure on the part of the second party to furnish the necessary or requisite amount of water for twenty four (24) hours, a deduction shall be made from the quarterly bill

of fifty (50) cents per day. unless such failure shall be due to the neglect or action of the said first party. In case the second party finds it Necessary to shut off water from said first party on account of Necessary repairs, the first party shall be given as long a notice as is practical, and the second party shall, without unreasonable delay, make said necessary repairs and keep the first party out of water for as short a time as practical. It is further understood and agreed that in case of failure or material falling off of the supply of water or the inability of machinery of said second party to supply the demand of the first party, the second party shall make all reasonable efforts to correct the failure and falling off in order that it may carry out the terms and obligations of this contract. The first party shall at its own expense, lay and maintain all the necessary pipes and connections (outside of the water mains) and self operating float shut off valves and shall keep such connections, etc. in good repair, but the second party shall make all connections with the water mains. In witness whereof the parties hereto have caused this instrument to be signed and attested by their respective officers the day and year first above written.

Attest: The Cleveland, Cincinnati, Chicago, and St. Louis Railway Company
O. K. S. O. B. By M C. Ingalls Pres.
E F. Osborn Secretary.

Attest: The Village of Milford Center
C. H. Coe Clerk, By O. W. McAdow Mayor

"Exhibit B."

Special meeting held October 17th, 1898 to contract with the Big Four Railroad Co. to furnish them water. Roll called. Members present. Wills, Smith, Kennington, Laurence, Whitmer McCreary. The Clerk read the contract and motion was made and seconded to accept it by a vote of yeas and nays. Wills yea, Whitmer, yea, Smith, yea, Kennington, yea, Laurence, yea carried. Motion that the Mayor and Clerk sign contract. carried. Motion to adjourn. carried. C. H. Coe Clerk,

"Exhibit C."

At a regular meeting of the Council of Milford Center Corporation of the Village of Milford Center Ohio, held on December 9th, 1898, the Village Council accepted the contract of the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company and the Milford Center Corporation, in regard to furnishing water by said corporation for the said Railroad Company, and authorized said Mayor of said Corporation of Milford Center to sign the said contract for said Corporation of Milford Center.

George McCreary President
of Corporation.

C. H. Coe Clerk of Corporation.

7937
Entry

The C. C. C. and St. L. Railroad Co.
vs.
The Village of Milford Center Ohio.

Court of Common Pleas Union County Ohio.
Filed April 10th 1901.

This day came the plaintiff and presented to the court its petition herein with the affidavit thereto and moved the court for a temporary injunction herein. On consideration whereof it is by the court here ordered that until the further order of the court, the said Village of Milford Center be, and it is hereby enjoined as prayed in said petition, from cutting off the water supply or any part thereof, now being furnished to the said plaintiff, upon the plaintiff giving bond in the sum of $100.00, conditioned according to law and executed by sureties to be approved by the Clerk of this court.

7937
Injunction Bond

The C. C. C. and St. L. R. R. Co:
vs.
The Village of Milford Center Ohio:

Court of Common Pleas Union County Ohio
Filed April 10th 1901.

Know all men by these presents, that we W. G. Baylay and C. F. Foley are held and firmly bound to the Village of Milford Center Union County Ohio, in the penal sum of $100.00, for the payment of which well and truly to be made, we hereby bind ourselves, our executors and administrators, jointly and severally. The condition of this obligation is such that Whereas the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, has obtained an order of injunction against said Village of Milford Center, in the above entitled action, now if the said Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, shall well and truly pay unto the said Village of Milford Center, all loss, damage or expenses it may sustain by reason of the granting of the said injunction, in case it finally be determined that the said injunction ought not to have been granted, then these presents shall be void, otherwise the same shall be and remain in full force and effect. Witness our names on this 10th day of April, A. D. 1901

W. G. Baylay.
C. F. Foley.

Approved this 10th day of April A. D. 1901, Witness my hand and seal.

(Seal) Chas. C. Penhorwood Clerk.

7937
Summons

Issued 10th day of April 1901. Returned and filed April 11th 1901

State of Ohio, Union County:

To the Sheriff of Union County: You are hereby commanded to notify The Village of Milford Center Ohio, that they have been sued by The Cleveland, Cincinnati, Chicago and St. Louis Railroad Company in the Court of Common Pleas of Union County, and must answer by the 11th 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 22nd day of April A. D. 1901, Witness my hand and the seal of said Court this 10th day of April A. D. 1901

(Seal.) Chas C. Penhorwood Clerk

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Endorsements Equitable relief and injunction. injunction allowed.
Sheriff's Return: The State of Ohio Union County ss:
Received this writ April 10th A.D. 1901, at 9, O'clock P. M. and served same by delivering to M. J. Flaherty Mayor of the Village of Milford Center Ohio, a true and certified copy of this writ, with all the endorsements thereon, personally Apr. 11th. 1901.

S. F. Burnham Sheriff.

7937 Entry

The C. C. C. St. L. R. R. Co.
Vs. Court of Common Pleas Union County Ohio.
The Village of Milford Center Ohio. Filed May 6th 1901.
By arrangement of the Council, defendants time to plead herein Extended to June 13th 1901.

7937 Entry.

The C. C. C. and St. L. R. R. Co:
Vs Court of Common Pleas Union County Ohio.
The Village of Milford Center Ohio: Filed July 1st 1901
This case coming on to be heard the defendant is granted leave to plead in 30 days from this date.

7937 Demurrer

The C. C. C. and St. L. R. R. Co:
Vs. Court of Common Pleas Union County Ohio
The Village of Milford Center Ohio: Filed July 31st. 1901
Now comes the defendant, by its attorneys and demurs to the petition herein filed and for a ground for said demurrer says that said petition does not state facts sufficient to constitute a cause of action.

F. G. Fulling Esq and Cameron and Cameron Attys. for Defts.

7937 Entry

The C. C. C. and St. L. R. R. Co.
Vs. Court of Common Pleas Union County Ohio
The Village of Milford Center Ohio Filed Oct. 7th 1901
This case came on to be heard on general demurrer to plaintiff's petition and after being argued by counsel for plaintiff and defendant the Court took it under consideration and thereupon sustained the demurrer and ordered the petition dismissed and injunction dissolved, and that the costs be paid by the plaintiff, and that judgment be rendered against plaintiff for the defendants costs herein, to which ruling and judgment of the Court the plaintiff then and there excepted. The plaintiff saves its right to ask and obtain leave to amend its petition before the close of this term of Court. The plaintiff then gives notice of its intention to appeal this cause to the Circuit Court and the Court fixes the appeal bond at $100.00/100.

7937 Entry

The C. C. C. and St. L. R. R. Co.
Vs Court of Common Pleas Union County Ohio.
The Village of Milford Center Oct 19th 1901.
This day leave is granted the plaintiff to amend its petition in thirty days, and the Court to that end sets aside the judgment

dismissing said petition, and the judgment against plaintiff for costs, together with so much of said entry as may be inconsistant with the leave granted to amend said petition.

7937 Amended Petition

The C. C. C. and St. L. R. R. Co.
Vs. Court of Common Pleas Union County Ohio
The Village of Milford Center Ohio Filed Nov 16th 1901

The plaintiff by leave of the Court files this its amended petition herein and says that it is a corporation organized and existing under the laws of the State of Ohio, and owning and operating a railroad extending in the State of Ohio from the City of Cleveland through the town of Delaware to the city of Cincinnati, one branch of its said road running from said town of Delaware through Columbus to Springfield, and another branch thereof running from said town of Delaware through said Village of Milford Center to Springfield. The said defendants is an incorporated Village under the laws of the State of Ohio, having a Mayor and Village Council, and located in the said Union County, Ohio: and the said Village is and ever since the 17th day of October, 1898, has been the owner of a system of waterworks and is and ever since said date has been engaged in operating the same and furnishing water thereby to the public. That on the 17th day of October, 1898, at a special meeting of the Village Council of said Village of Milford Center, of which due and legal notice had been given, and at which meeting all of the members of said Council were present, and which meeting was called for the purpose of entering into a contract with the plaintiff to furnish it water, the written contract hereto attached marked "Exhibit A," and made part of this petition was presented before the Council and read by the clerk, and thereupon it was moved and seconded that the said contract be accepted and entered into by the said Village: and the said resolution being put to vote and the yeas and nays being called, the said resolution was carried, receiving five votes in the affirmative, and no votes in the negative; and it was thereupon further resolved that the Mayor and Clerk of said Village sign the said contract on behalf of the said Village; all of which will more fully appear by the records of said Village Council of that date. And afterwards on the 9th day of December, 1898, at a regular meeting of the Council of said Village, the said contract was the presented before said Council and by resolution of the said Council duly passed, the same was again accepted and adopted as a contract of said Village by a majority vote of the members of said Council, the yeas and nays being called in the usual manner. Thereafter on or about the 21st day of January, 1899, the said contract, which had theretofore been signed by the plaintiff, was signed by the said Village of Milford Center by C. H. McAdow its Mayor, and C. A. C. Coe its Clerk, acting under under the authority of the resolutions of its Council hereinbefore referred to. By the terms

of the said contract so entered into the said defendant agreed that in consideration of the sum of One Hundred and Fifty ($150.00) Dollars a year, payable quarterly at the expiration of each quarter year after the said 21st day of January, 1899, to furnish to the plaintiff daily and at all times, all the water that may be needed by the plaintiff for all purposes, including water for locomotives, washing of engines, station use, or for any other legitimate purposes in connection with the transaction of said plaintiff's business at Milford Center for the period of five years from said January 21st, 1899. The plaintiff further says that both of the parties forthwith entered upon the execution and carrying out of the terms of said agreement, and thereupon the plaintiff went to great expense in connecting its water tank at Milford Center with the water works of said Village upon the faith of said contract, and the said contract has been in operation and effect throughout the term therein provided for, and is now in effect and the said parties are both acting under the terms thereof, the said plaintiff having at all times made payments required of it under the said contract and complied with all of the other terms and conditions thereof by it to be performed; and the said plaintiff has relied and is now relying upon the water being furnished by said Village under the said contract for the operation of its said railroads, the furnishing of water to its locomotives, both passenger and freight, and for all other legitimate purposes in connection with the transaction of its said business at said Milford Center; and the complainant has no other means for furnishing water to its said engines on said branch of its said railroad from Delaware to Spring field, so that if said defendant should cut off said water supply required to be furnished by it under the terms of said contract, the plaintiff would be unable to operate its said railroad, its business of carrying passengers and freight would be suspended to the great injury and damage of this plaintiff and to the great injury and annoyance of the public. The plaintiff further says that the said defendant wrongfully pretending that the said contract with this complainant was not entered into by the said defendant by ordinance as required by Section 1693 of the Revised Statutes of Ohio, and for that reason the said contract was void as against the said defendant, and for no other reason or ground whatever has notified this plaintiff that it will shut off said water supply and the said defendant now threatens to, and unless enjoined by the order of this court will, wrongfully shut off said water supply required to be furnished by it to the plaintiff under and by virtue of the said contract, and thus interrupt and suspend the plaintiff's business as a common carrier of freight and passengers, to its great and irreparable injury and to the great and irreparable damage and annoyance of the public, wherefore the plaintiff prays that during the pendency of this suit the said defendant may be enjoined and restrained from cutting off the said water supply or any part thereof required to be furnished by it to the plaintiff under

the terms of the said contract; and that upon final hearing hereof the said injunction may be made perpetual: and the plaintiff further prays for such other and further relief as the nature of the case may require

By Porter and Porter, Bowman & Bowman Attys. for Plaintiff

State of Ohio, Clark County: William G Bayley being duly sworn says that he is the Superintendent of the above named plaintiff which is a railroad corporation and that the facts stated in the foregoing amended petition are true,

W. G. Bayley

Sworn to before me and subscribed in my presence this 15th day of November A.D. 1901,

Augustus L. Cummins.

Judge of the Circuit Court of Ohio.

(Exhibit A.)

(For description of which see original petition of the plaintiff.)

1937 Demurrer

C. C. C. & St. L. R.R. Co.

Vs Court of Common Pleas Union County Ohio

The Village of Milford Center Ohio Filed Dec 14" 1901,

Now comes the defendant by its attorneys and demurs to plaintiffs petition for the reason, that said petition does not state facts sufficient to constitute a good cause of action,

F. G. Fullington and Cameron & Cameron Attys. for defendant.

1937 Entry.

C. C. C. & St. L. R.R. Co.

Vs Court of Common Pleas Union County Ohio

The Village of Milford Center Filed Jan 10th 1902

This day this cause came on to be heard upon the demurrer of defendant to the amended petition filed herein, and was argued by counsel and submitted to the Court; Whereupon the Court after due deliberation sustains said demurrer, to which ruling and judgment of the Court, the plaintiff by its counsel excepts,

1937 Motion

C. C. C. & St. L. R.R. Co.

Vs Court of Common Pleas Union County Ohio

The Village of Milford Center Ohio Filed Feb 22" 1902

The plaintiff 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 to wit:- First:- The Court erred in sustaining the demurrer of the defendant to the amended petition of the plaintiff. 2nd; The Court erred in rendering its judgment and decision for the defendant, when the judgment should have been for the plaintiff. 3rd:- The Court erred in overruling the motion of plaintiff for a new trial, and hearing in said cause. The plaintiff therefore asks that said judgment and decision be set aside and a new trial and hearing be awarded,

Bowman & Bowman } Attys for
Porter & Porter } Plaintiff

1937 Entry

C. C.

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C. C. C. & St. L. R. R. Co.
vs
The Village of Milford Center Ohio

Court of Common Pleas Union County Ohio.
Filed Feb 22nd 1902.

This day came the parties by their attorneys and submitted this cause to the court upon the demurrer of the defendant to the amended petition, on consideration whereof, the court being fully advised in the premises, sustains said demurrer, to which ruling of the court in sustaining said demurrer the plaintiff excepts.

And the plaintiff not desiring to further amend its petition, it is ordered and adjudged by the court that the said petition be and the same is dismissed at the costs of the plaintiff. Excepted to by plaintiff.

It is therefore adjudged by the court that the defendant recover of the plaintiff its costs herein expended taxed to D

And thereupon the plaintiff gave notice of his intention to appeal this cause to the Circuit Court, and the court fixes the appeal bond at $100.00. Motion for new trial made and overruled. To all of which rulings and decisions, the plaintiff then and there excepted.

Attest: Chas. C. Pinhorwood Clerk
By 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 Pow Judge of said Court of the March Term A.D. 1902. Be it remembered, that heretofore, to wit, on the 13th day of December 1901, the following petition was filed with the Clerk of said Court to wit:-

8013 Petition

Lafayette Thompson, for himself and on behalf of Cynthia E. Miller, Mary L. Gleason George F. Thompson, D. W. Thompson and Rachel A. Harshfield heirs of Andrew H. Thompson dec'd } Plaintiffs

vs.

Court of Common Pleas Union County Ohio.

The Mill Creek Church of Christ, (Incorporated society) George A Holloway, Andrew H. Dean, and D. S. Argo Committee (Trustees) Ida May Thompson & William Thompson, (Children of Napoleon Thompson dec'd) } Defendants

The plaintiff Lafayette Thompson says that he brings and prosecutes this action on behalf of himself and of Cynthia E. Miller, Mary L. Gleason, George F. Thompson, D. W. Thompson, and Rachel A. Harshfield, heirs of Andrew H. Thompson, deceased, all of whom have a common and general interest in the subject matter of this suit as will hereinafter, more fully appear. The plaintiff further says that Andrew H. Thompson, died on or about the 10th day of March 1889, leaving a Will, whereby he left the sum of $500. to the "Millcreek Church of Union County Ohio," the interest upon which was to be applied annually to holding a meeting in October of each year, as said "Millcreek Church as long as said Church existed which said legacy was to be held by a committee (Trustees) to be appointed by the Church to manage and control the same, That said Will was admitted to Probate, by the Probate Court of Union County, O. on the 25th, day of March, 1889, that Letters Testamentary were issued thereon by said Court to David H. Henderson, May 13th 1889. That on May, 12th 1890, the defendants George A Holloway, Andrew H. Dean, and D, S. Argo, were chosen as said Committee (Or Trustees), by said Church. That on May 13th 1890, said Executor turned over and paid unto said A Holloway, Dean and Argo, as said Committee (Trustees) the said legacy of $500,) and on January 20" 1891 made final settlement of said estate, Plaintiffs ask the judgment of the Court as to the true construction of said Will under the state of affairs as they now exist, especially regarding the legacy and the clause of said Will which directs that the said $500.00 should be returned to the heirs of said Andrew H. Thompson, whenever said Church should disorganize etc. The following is a copy of the Will; Raymond Union County, State of Ohio May 14" 1886,

I do hereby declare this to be my last Will regulating my estate.
First: I give to my son George F. Thompson of Washington Co. Kansas
eighty acres of land in said county and State school land, on the
South line of his one hundred and sixty acres he has in said County.
North West half quarter of the North East quarter of section 36. town-
ship, one, South of Range two (2) East. I also give to Daniel
Thompson of Henry County State of Kansas, eighty acres of land
in said county, said State, Railroad land, North half of South
West quarter, section nineteen, Township (23) Range (2) West.
I also give to my daughter, Mary L. Gleason eighty acres
of land in Henry County Kansas East on my said son
Daniel land. East half of South East quarter section nineteen,
Township (23) Range 2 West. I also give to my daughter Rachel
A. Harshfield one hundred and fifty (150) acres of land in Johnson
County, Kansas called the "Black Bob" reservation South
East quarter provided she pay off certain claims by a decree of
Court rendered a short time ago amounting to some nine
hundred dollars, Section (18) in Township (14) Range (22).
I also give to my son Lafayette Thompson, one half of my
homestead farm containing over (200) acres in Liberty Township,
Union County State of Ohio to be divided so as not to injure
the other half more than possible. If said heirs cannot agree
as to said division two disinterested persons to be chosen by
administrators to divide the same, and they to choose a
third person in case of not agreeing. I also give to my
daughter Mary. L. Gleason my bed and bedding. I also give
to my daughter Cynthia E. Miller my New Stone farm of one
hundred acres of land, in Leesburg Township, Union County,
State of Ohio. I also give to my son Napoleon's Children, one
hundred dollars, to be spent in education, equally divided
if under age, and if either should die before receiving the
same the other to receive the whole. I also give $508.00
Five Hundred dollars to the Millcreek Church of Union
County, Ohio, as follows; Church to appoint a committee of
three to take charge of said money, and let the same and the
interest of said money be annually applied to holding a
meeting in October of each year, at said Millcreek Church, so
long as said Church exists. and if said Church ever disorgan-
izes or goes to naught, the five hundred dollars shall be
returned to my heirs and divided equally among them. Said
committee to be responsible to the Church and to the heirs for
the above amount and interest. The remaining part of my
property real estate and personal left to be equally divided
after paying all just debts, and funeral expenses, and a mon-
ument as near like my wife's as can be made. The balance
left to George F. Thompson, N. Thompson, Mary L. Gleason,
Rachel A. Harshfield, Lafayette Thompson, and Cynthia E.
Miller. All notes and deeds dated before March 1st 1879 that
is held by me, are hereby declared void, except eighty dollars

by me to an Attorney on Black Bob litigation. I also appoint Lafayette Thompson, and David H. Henderson as my administrators, and have this day set my hand and seal May 14" 1886.

(Signed) Andrew H. Thompson

In the presence of D.H. Henderson and Lucy M. Henderson.

Raymond, Union County Ohio January 18" 1887.

I hereby state I have this day sold and made a deed to Rachel A. Harshfield of the one half of said lands willed to her in the above Will known as the Black Bob land, and the remaining eighty acres in this eighty acres in this will shall be her share of all land willed to her herein named to my heirs.

(Signed) Andrew H. Thompson.

Witnesses by D.H. Henderson and Lucy M. Henderson.

Plaintiff says that trust sought to be created by said will in giving of the said $500,00 legacy to the committee of the "The Millcreek Church of Union County Ohio, and interest upon was to be applied annually to holding a meeting in October in each year at said church is void because not capable of being enforced and therefore should revert to the estate of said Andrew H. Thompson.

Plaintiff further says that at the time of the payment of this legacy to the said committee (Trustees) said church was an incorporated body. The Plaintiff further says that during the year 1900, and after the payment of this legacy to said committee (Trustees), said church disorganized or separated into two bodies, one branch of said Church adhering to the old doctrines and customs and retaining the organization and the old records moved into a new building remaining an unincorporated body now worshipping at Linda Ohio. The other branch of said Church incorporated under the laws of the State of Ohio and organized by electing new officers, and took up new doctrines and customs and is now worshipping at near Raymond, Ohio That said unincorporated organization now worshipping at Linda, Ohio is the original "Millcreek Church of Christ," of Union County Ohio and the organization mentioned in the Will of said Andrew H. Thompson.

Plaintiff further says that by a resolution of said organization duly adopted at a regular meeting October 22" 1901 the said The Millcreek Church of Christ now worshipping at Linda Ohio, duly assigned and transferred to the heirs of said Andrew H. Thompson all the rights, interests and benefits of said church in and to said legacy. That Plaintiffs are therefore entitled to said legacy as the assigns of said "The Millcreek Church of Christ. The heirs of said Andrew H. Thompson have applied to the said Trustees Argo, Holloway and Dean for the said $500.00 and interest claiming that the same was void or has lapsed unto the heirs of said Andrew H. Thompson under the terms of his will. The Trustees of the legacy, Holloway, Dean and Argo met Dec. 1901, and by a majority vote decided to return

and surrender said legacy of $500,00 and interest to the heirs but were prevented from doing so by Trustee Dean who holds a portion of the funds and who failed to act with the other Trustees therein. The said Safayette Thompson, Cynthia C. Miller, Mary L. Geeson, George H. Thompson, W. W. Thompson Rachel A. Harshfield. Ida May Thompson and William Thompson are all and the only heirs of Andrew H. Thompson, the plaintiffs says that the plaintiffs and the said defendants are the only persons interest therein. There are no debts of said state, the indebtedness having been fully paid. That on the 17th day of October 1901 the plaintiff made a request in writing upon said Trustees, George Holloway, Andrew H. Dean and W. S. Argo requesting them to bring an action in the Court of Common Pleas of Union County Ohio asking the direction or judgment of the Court respecting the said trust held by them under the provisions of Section #6202 of the revised Statutes of Ohio. That said Trustees have failed for more than thirty days to bring an action in accordance with said request, and therefore Plaintiff brings an action. The Plaintiff says that the children of Napoleon Thompson to wit: said defendants Ida May Thompson and William Thompson are not entitled under said Will of said Andrew H. Thompson deceased, to share in said legacy of $500,00 but that the same under said Will reverts to the Pediutiffs only, and said Ida May Thompson and William Thompson are made defendants to determine any rights they might have. The plaintiff further says that said bequest is void because incapable of being enforced, and said legacy reverts to the estate of Andrew H. Thompson, that said church has disorganized and that under the terms of the Will the said $500,00 and interest has lapsed and is due to the heirs of said Andrew H. Thompson the Plaintiffs. The Plaintiff further says that many event the said defendant the said branch of the said Church which has become an incorporated body, and is now worshipping at near Raymond Ohio is not the proper beneficiary of said fund but that said "Millcreek Church of Christ now worshipping at Lunda, Ohio is the original organization and that the Plaintiffs are the assigns of said Church at Lunda and entitled by assignment to said legacy, the Plaintiff therefore prays the direction and judgment of the Court respecting the said Trust. First upon the proposition that said Trust is void because incapable of enforcement. Second: upon the proposition that said legacy has lapsed to the heirs because of the disorganization of said Church under the terms of said Will. Third: upon the proposition that the Plaintiffs are entitled to said legacy as the assignees of said "Millcreek Church of Christ" worshipping at Lunda, Ohio the original organization mentioned in said Will. Fourth: upon the proposition that the Plaintiffs are entitled to said legacy by virtue of the said action of the Trustees by a majority vote deciding that the same should be returned to the heirs. And that said fund of $500,00 be awarded to Plaintiffs heirs of said Andrew H. Thompson deceased, and for all other proper relief. J. H. Kinkade and J. L. Cameron Attys for Plaintiffs

State of Ohio, Union County ss:
Personally appeared Lafayette Thompson who being duly sworn, says the statements in the foregoing petition are true.
Lafayette Thompson.
Sworn to and subscribed before me this 13th day of December 1901
(Seal) J.L. Cameron Notary Public Union County Ohio

8013 Precipe — To the Clerk; issue summons for Andrew H. Dean and the Mill-creek Church of Christ (Incorporated)
J.H. Kimmade and J.L. Cameron Attys for Plaintiff

8013 Summons. — Issued Dec, 13" 1901. — Returned and filed Dec 30th 1901
The State of Ohio, Union County,
To the Sheriff of Union County: You are hereby commanded to notify Andrew H. Dean and The Millcreek Church of Christ (Incorporated), that they have been sued by Lafayette Thompson et al. in the Court of Common Pleas of Union County and must answer by the 11th day of January 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 23rd day of Dec. A.D. 1901
Witness my hand and the seal of said Court this 13th day of December A.D. 1901.
(Seal) Chas C. Penhorwood. Clerk.
Endorsements. Application for construction of Trust &c.
Sheriffs return: State of Ohio Union County ss:
Received this writ Dec. 14th 1901 at 8, O'clock A.M. and served the same by leaving at the usual place of residence of Andrew H. Dean a true & certified copy of this writ. and by personally handing to Samuel A. Ballinger, David Skidmore, David H. Harrington and Andrew J. Skidmore (They being the Trustees and principal officers of the Mill Creek Church of Christ Incorporated) true and certified copies of this writ, Dec. 19" 1901
S.F. Burnham Sheriff
by Allen Haines Deputy

8013 Answer — Lafayette Thompson et al
vs
The Mill Creek Church of Christ et al. — Court of Common Pleas Union County Ohio — Filed Dec 13 1901
Now comes George Holloway and D.S. Argo two of the Trustees, defendants in the above entitled case and for answer to the petition, say that they admit all the allegations set forth in the petition and that they as a majority of the Trustees having charge of said legacy left by the will of Andrew H. Thompson, to "The Mill Creek Church of Christ" were of the opinion that said legacy of $500.00 ought by right to be returned to the Plaintiffs, and at a meeting of the Trustees, they a majority of said Trustees or Committee so voted to return the same but were unable to do so by reason

8013 Affidavit — of the
8013 Legal Notice — Lafa

of the failure of Andrew H. Dean who held a portion of said funds, declining to join with them in returning said legacy to Plaintiffs. These defendants therefore are now ready to abide by the judgment of the court in the matter in controversy.

J. H. Kinkade J. L. Cameron
Attorneys for
George Holloway & D. S. Argo.

State of Ohio, Union County ss:
Personally appeared George Holloway and D. S. Argo, who being duly sworn say the statements in the foregoing petition are true.

D. S. Argo
George Holloway.

Sworn to and subscribed before me, this 13th day of December 1901
(Seal) J. L. Cameron Notary Public Union County Ohio

8013
Affidavit

Lafayette Thompson et al
Vs. Court of Common Pleas Union County Ohio
The Mill Creek Church of Christ et al Filed Dec 28th 1901

Lafayette Thompson the above named plaintiff makes oath that summons cannot be made upon the defendants Ida May Thompson and William Thompson within this, the State of Ohio, that their place of residence is unknown and cannot be with reasonable diligence be ascertained, that their last known residence was Oregon. That this action is for construction of the Trust created under the Will of Andrew H. Thompson, deceased and is authorized by Section 6302 of the Revised Statutes being an action wherein service by publication may be made as provided in Section 5045 of the Revised Statute. Plaintiff seeks to recover the legacy of $500.00 provided in the trust created by the will of said Andrew H. Thompson, deceased and asks that the defendants Ida May Thompson and William Thompson be barred from having any interest therein.

And further affiant saith not.

Lafayette Thompson.

Sworn to and subscribed before me by said Lafayette Thompson this 28th day of December 1901.
(Seal) J. C. Hartshorn Notary Public

8013
Legal Notice

Lafayette Thompson et al.
Vs Court of Common Pleas Union County Ohio
The Mill Creek Church of Christ et al.

Ida May Thompson and William Thompson, Children of Napoleon Thompson deceased. defendants above named, will take notice, that on the 13th day of December A. D. 1901. Lafayette Thompson et al. plaintiffs in said Court, duly commenced an action against them to recover against them the sum of $500.00 with interest at the rate of 6 per Cent. per annum for one year, said sum of $500.00

being the legacy left by the will of Andrew C. Thompson, deceased, in trust for the benefit of the "Mill Creek Church of Christ," of Union County Ohio. Said action seeks the construction by the Court of said will, relative to said trust, and the prayer of said petition is, that the trust be declared void, because incapable of being enforced; that it reverts to the heirs of said Andrew C. Thompson, deceased, by virtue of the dissolution of said Church organization. That the plaintiffs are entitled to the said $500.00 and interest as assignees of the Mill Creek Church of Christ, worshiping at Lunds Ohio, that the plaintiffs are entitled to said legacy by virtue of an action of the majority of the trustees, and that the defendants Ida May Thompson and William Thompson be barred from any interest in said legacy of $500.00 and that the same be awarded wholly to the plaintiffs. The said Ida May Thompson and William Thompson are required to answer the petition in said action on the 22nd day of February 1902, or judgment will be taken against them by default, and they be forever barred as to any right or interest in said $500.00 legacy.

December 28th 1901. Lafayette Thompson.

McKinkade & Cameron Attorneys,

8013. "Proof of Publication"

The State of Ohio Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Dec. 28" 1901. W. O. Shearer,

Sworn to and subscribed before me this 27th day of March 1902

(Seal) Printer's fee $2.25 Chas C. Penhorwood Clerk.

8013. Demurrer

Lafayette Thompson et.al

Vs. Court of Common Pleas Union County Ohio

The Mill Creek Church of Christ et.al. Filed Jan 11th 1902.

The defendant, The Mill Creek Church of Christ (Incorporated Society) 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 this demurring defendant.

Porter & Porter Attys for The Mill Creek Church of Christ.

8013 Entry

Lafayette Thompson et.al.

Vs. Court of Common Pleas Union County Ohio.

The Mill Creek Church of Christ et.als. Filed Mar 30 1902.

This day this cause came on to be heard upon the demurrer of the Mill Creek Church of Christ, Incorporated Society to the petition of the plaintiffs, and was argued by counsel and submitted to the Court: On consideration whereof the Court being fully advised in the premises overrules said demurrer, to which ruling of the Court the said

The Mill Creek Church of Christ, Incorporated Society by its counsel excepts. Thereupon neither party desiring to plead further the Court finds upon the petition for the plaintiffs and that the plaintiffs are entitled to the relief by them demanded. It is therefore Considered, adjudged, and decreed by the Court that A. H. Dean, D. S. Argo, and Georga Holloway, trustees of the fund named in the petition pay the same over to the plaintiffs within ten days from the date of this decree and that in default of such payment that execution be allowed to issue therefor as upon judgments at law. And it is further adjudged and decreed that the costs of this action be paid by the plaintiffs out of the said fund.

Attest Chas C. Penhorwood, Clerk.
By Deputy.

Pleas continued and heed 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, to wit, on the 3rd day of September 1901, the following petition was filed with the Clerk of said Court to wit:

7980 Petition

Orrin G. Walk, Plaintiff.
Vs. Court of Common Pleas Union County Ohio
Orpha Bennett & Lucy Williams Defendants.

Plaintiff says he is the owner of lots No One hundred & Seven (107) and One hundred and eight (108) in the Garwood addition to Milford Center, in Union County, State of Ohio Plaintiff says he holds said lots warranty Deed from John A. Kimmington and wife dated 1894, that same is a part of Out lot No 14, the same land sold by D. A. Williams and George F. Bennet to French Garwood, who laid the same land out into lotes plated on the records of plates No 2 in the Recorders Office in Union County Ohio Plaintiff says for his cause of action, that when D. A. Williams and George F. Bennett made their deed to French Garwood on the 2nd day of March, 1870 for Out Lot No 14, neither of said grantors wives signed said deed. as appears on Record Vol. 33, Page 474 therefore plaintiff says the failure of said Orpha Bennett and Lucy Williams wives of said grantors to sign said deed to out lot No 14, as hereinafter described, leaves a cloud on his title to lots No 107 and 108 in the Garwood Addition to Milford Center, Ohio therefore plaintiff prays, that the defendants be required to appear in this court within 30 days and show cause, if they have any, why a decree should not be entered forever barring said Orpha Bennett and Lucy Williams from claiming any interest in or to lots No 107 and 108, in the Garwood Addition to the Village of Milford Center in Union County Ohio and that if said defendants Orpha Bennett and Lucy Williams fail to appear and plead within 30 days that they and each of them be forever barred from setting up any right in or to said lots Nos. 107 and 108, and that he Orrin G. Walk be quieted in his title and all clouds removed as to the claims of said defendants, herein and all legal and proper relief.

Thomas Reed
Attorney for Plaintiff

The State of Ohio Union County ss:
Orrin G Walk plaintiff herein being duly sworn says the facts and allegations contained in this petition are true as he verily believes.

Orrin G. Walk.

Subscribed and sworn to in my presence This 31" day of Aug. 1901
W. M. Wing et J. P.

7980 Affidavit for publication

7980 Legal Notice

7980

7980 Entry

7980
Affidavit for publication

Orrin G Walk Court of Common Pleas Union County Ohio
vs. Filed Sept 3" 1901
Bennett et al Williams.

Orrin G. Walk being duly sworn says that the defendants in this cause are non-residents of the State of Ohio, and that service of summons cannot be had in this State, he therefore asks an order for publication

Orrin G. Walk

Subscribed and sworn to in my presence this 31" day of August 1901
W. M. Winget J. P.

7980
Legal Notice

Orpha Bennet wife of George Bennet, whose post office is Silver Lake State of Kansas, and Lucy Williams wife of D. A. Williams whose place of residence is unknown to plaintiff will take notice that they have been sued by Orrin G Walk in the Court of Common Pleas of Union County State of Ohio in an action to quiet his title to lots No 107, and 108, in the Garwood addition to Milford Center, Ohio. Now unless you appear and show cause why the same should not be done, a decree will be taken against you, and each of you, forever barring and stopping you from setting up any right or interest to the lots and lands herein described. You are required to answer on or before September 25th 1901.

Thomas Reed Atty. for plaintiff

7980

"Proof of Publication"

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 "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Sept. 4 1901.

W. O. Shearer,

Sworn to and subscribed before me this 7" day Oct. 1901
(Seal)
Chas. C. Penhorwood Clerk

7980
Entry

Orrin G. Walk. Court of Common Pleas Union County Ohio
vs Filed Jan 22" 1902.
Orpha Bennett et al.

This day this cause came on to be heard upon the petition and the evidence, 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 the plaintiff at the time of bringing this action 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 the defendants 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 his title and possession quieted as against each and every one of said defendants. as prayed for

in his petition. It is therefore ordered, adjudged and decreed, that the title and possession of the said Orien G. Walk to all and singular the premises in the petition described to wit:- All of lots Nos 107 and 108 in Garwood's addition to Milford Center Union County, Ohio, be and the same hereby are, quieted as against the defendants, and each and every one of them, and all persons claiming under them, or any of them; and they are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said Orien G. Walk his heirs or assigns thereto. It is further ordered that the plaintiff pay the costs of this proceeding taxed to $, for which execution is awarded.

Attest: Chas C. Penhorwood Clerk.
By Deputy.

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Petition

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Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Hon. Duncan Dow Judge of said Court of the March Term A.D. 1902. Be it remembered that heretofore. to wit on the 7th day of December 1901, the following petition was filed with the Clerk of said Court to wit:-

8012 Petition

John Ward Plaintiff — Court of Common Pleas Union County Ohio.
Vs.
Joshua Richardson Defendant

The plaintiff says:

That the defendant Joshua Richardson is the duly appointed and qualified Aministrator of the estate of Clark Richardson, and that he is now acting as such. The said Clark Richardson died in this county on or about the 27th day of May 1900, he had been blind from his boyhood and never married. In the month of October 1896, the plaintiff was living with his wife in Hardin County this State and the said Clark Richardson came to the plaintiff and wanted him to bring his wife to this county and live on a small tract of land then owned by said Clark Richardson, and wanted the plaintiff to take care of said Clark Richardson as long as he lived. The plaintiff says that upon the special instance and request of him the said Clark Richardson the plaintiff did move to this county and upon the land owned by said decedent, and furnished him boarding, washing, care, and nursing from the 6th day of October until the said time of his death May 27th 1900. The plaintiff says, that by reason of his being blind and for the further reason that he was diseased with kidney trouble and other ailments the said Clark Richardson, required extraordinary care and nursing. He was so diseased that he could not properly be left alone, and the plaintiff or his wife were required to remain constantly with him, by reason of his diseased condition, he would wet and soil his clothing and he had to wear swadding cloths which required changing and cleansing many times a day. He had to be fed and special diets prepared for him, and it was an extraordinary care to keep his bed clean and in order, all of which the plaintiff caused to be done for him. About the 6th day of October 1899, and from that time on until his death the said Clark Richardson became and was imbecile and insane and became and was still a greater charge, requiring constant watching and additional care and nursing by night as well as by day. The plaintiff says that it was reasonably worth, to furnish the said Clark Richardson with the boarding, washing care and Nursing aforesaid from the 6th day of October 1896 to the 6th day of October 1899 the sum of fifteen dollars per week, and it was

reasonably worth the sum of twenty five dollars per week to furnish the boarding, washing, care, and nursing aforesaid from the 6th, day of October 1899 until the 27th, day of May 1900. All of which services were furnished and performed and caused to be performed and furnished by the plaintiff for the said Clark Richardson, and at his request. The plaintiff says that in addition to furnishing the boarding, washing care and nursing aforesaid, the plaintiff was compelled to and did expend his maintenance, during the period from Oct 6th 1896, to May 27th 1900, the sum of one hundred and thirty five dollars in money which was paid for him at his request at various times and in various amounts during said period, but an itemized statement of the dates and amounts of each expenditure would be impossible to set out. The plaintiff says that there was no amount fixed which he was to receive for said services either by the said Clark Richardson, or by the plaintiff, but the plaintiff rendered said services and caused the same to be done, and furnished said boarding washing, care and nursing, at the special instance and request of the said Clark Richardson and with the expectation of being paid so that the same was reasonably worth, and the said Clark Richardson requested the plaintiff to perform said services and furnish said boarding, washing, care, and nursing with the intention and understanding, that the plaintiff should be paid for said services and maintenance, so that the same was reasonably worth, and the said Clark Richardson often remarked during the time he was receiving the services aforesaid that plaintiff should be well paid for the same. The plaintiff says, that after the said decedent became insane it being about a year before his death, there was a guardian appointed for him and his estate, but no new arraignment for his keeping was made by the guardian, and no change was made in the manner of plaintiffs care for the decedent, but the guardian acquiesed in the existing arrangement and permitted the same to stand and On the day of December 1899 the said guardian paid the plaintiff the sum of Two hundred dollars, on account for said services. The plaintiff says that by reason of the premises, there is now justly due him from the estate of said Clark Richardson the sum of Three Thousand One hundred and Seventy five Dollars subject to a credit of the Two hundred Dollars leaving the balance now due the plaintiff from said estate of Twenty Nine Hundred and Seventy Five Dollars for which sum the plaintiff avers he is entitled to Judgment against said administrator. The plaintiff says, that he made out an account and statement in writing of his said claim against the said estate of Clark Richardson and made affidavit to the correctness thereof and presented the same to the said Joshua Richardson as such Administrator for his

8012
Waives

8012
Answer

allowance, and requested him to indorse his allowance thereon, but the said Joshua Richardson refused to allow said claim or any part thereof, and on the 6th day of December 1901, rejected said claim and indorsed his disallowance thereon. Wherefore the plaintiff prays for a judgment against the said Joshua Richardson as such administrator for the sum of Seventy Nine Hundred and Seventy Five Dollars ($ 2975.00), and for all such other and further relief as the nature of the case may require

Robert McCrory and J.L. Cameron Attys for Plaintiff

The State of Ohio Union County ss: John Ward being first duly sworn, says that he is the plaintiff in the foregoing case and that the facts stated and allegations made in his foregoing petition are true as he verily believes

John Ward.

Sworn to before me and signed in my presence this 6th day of December 1901.

Robert McCrory
Notary Public

(Seal)

8012 Waives

The defendant waives the issuing and servic of summons on the foregoing petition and enters his appearance herein this 7th day of December 1901.

Joshua Richardson
by Porter and Porter his Attorneys

8012 Answer

John Ward: Court of Common Pleas Union County Ohio
Vs. Filed Jan. 8th 1902.
Joshua Richardson:

The defendant answers to the petition of plaintiff and admits:- 1- That defendant is the duly appointed and qualified Administrator of the Estate of Clark Richardson deceased, 2:- That said Clark Richardson died about the time alleged. That he had been blind for many years, and now married. 3:- That a guardian was appointed by said Clark Richardson a short time before his death, because of his blindness and consequent inability to attend to his ordinary business affairs. 4:- Defendant admits that there was no contract or amount fixed between the plaintiff and said Clark for any care which plaintiff might give said Clark, and defendant admits that he did pay plaintiff the sum of Two Hundred Dollars as alleged. 5- Defendant admits the presentation of plaintiffs account, and its rejection of allowance as alleged. The defendant denies each and every statement and allegation of plaintiffs petition, not herein specifically admitted to be true.

Porter and Porter Attys for defendant.

Joshua Richardson the defendant herein being sworn, makes oath that the facts stated herein are true as he believes.

Joshua Richardson

Sworn to by Joshua Richardson before me and signed by him in my presence this 8th day of January A.D. 1902.

E.W. Porter Notary Public.

(Seal)

8012. Entry

John Ward. Court of Common Pleas Union County Ohio.
Vs. Filed April 8th 1902
Joshua Richardson Admr.

This day this cause came on to be heard, the parties appearing in person, and by their attorneys; also came the following named jurors: J. C. Collier, F. J. Ballinger, A. Perry, A. W. Turner George Crahood, Silas Kerns, H. C. Andrews, John Auer, Dexter Berry, Harry J. Stevens, John Harris, and George Bishop. who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and the evidence. And the Jury having heard the evidence adduced, the Court adjourned the further hearing of the cause until Wednesday, April, 9th, 1902, at 9, o'clock A. M.

8012. Entry.

John Ward Court of Common Pleas Union County Ohio
Vs. Filed April 9th 1902.
Joshua Richardson Admr.

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, 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 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, Joshua Richardson Admr. at the sum of Nineteen hundred and seventy five dollars ($1975.00) Dated Apr, 9th 1902,

Frank. J. Ballinger Foreman.

And thereupon the defendant by his attorney gave notice of his intention to file a motion for a new trial herein.

8012 Entry

John Ward Court of Common Pleas Union County Ohio
Vs Filed Apr 11th 1902.
Joshua Richardson Admr.

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 overrules the same, to which ruling defendant excepted. It is therefore considered by the Court that the said plaintiff recover from the said defendant Joshua Richardson as administrator of Clark Richardson the said sum of Nineteen Hundred and Seventy Five Dollars ($1975.00) as heretofore by the Verdict of the Jury, found due him, and his costs hereinbefore expended.

Attest: Chas. C. Penhorwood Clerk.
By 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 Flow Judge of said Court of the January Term A.D. 1902. Be it remembered that heretofore, to wit, on the 12th day of December 1899 the following petition was filed with the Clerk of said Court to wit:

7722. Petition

William L. Whitcraft, Henry E. Dickinson & Jasper N. Richardson partners under the firm name of The Mt Victory Bank } Plaintiffs.

Vs.

Court of Common Pleas Union County Ohio.

H.L. & C.M. C. Green, W. Wellwood & G.F. Moniger, Defendants.

I, The plaintiffs say that this action comes into this Court by appeal from the docket of D.E. Thornton a Justice of the Peace in and for Washington Township in said County. That before said Justice in said action, said W. Wellwood, was the only defendant served with process, all the others not being found within the Jurisdiction of said Justice: That this action is founded upon a promissory note for the unconditional payment of money only, of which the following is a full and true copy, with all the credits and indorsements thereon to wit.

Mt Victory Ohio. April 4th 1894

90 days after date for value received we jointly and severally, makers and endorsers promise to pay G.F. Moniger, order, Twenty two & 50/100 Dollars, with Interest at Eight per cent. per annum after due to be paid annually, payable at the Mt Victory Bank,

$22 50/100

H.L. & C.M. C. Green.
W. Wellwood.

That no payment or credit has been made thereon, that said promissory note has been duly assigned and transfered to the plaintiffs by the said G.F. Moniger, without recourse on him, and plaintiffs are now the legal owners and holders of said promissory note, and there is now due to plaintiffs from said W. Wellwood the said sum of Twenty two 50/100 Dollars ($22 50/100) with 8 per cent interest payable annually from the 4th day of July 1894, and for all other proper relief. Plaintiff ask Judgment for said amount with said interest on above stated against said W. Wellwood. II: For second cause of action plaintiffs say that this action is founded on a written instrument to wit: a promissory note for the unconditional payment of money and of which the following is a full and true copy to wit:

Mt. Victory Ohio, July 9th 1894.

Three months after date for value received we jointly and severally makers and endorsers promise to pay Frank Moniger or order, the sum of Twenty two Dollars with Eight per cent. per annum to be paid annually, payable at the Mt Victory Bank.

$22 00/100

H.L. & C.M. Green
W. Wellwood

There are no payments or credits on said note. That said note was duly assigned and transferred to the plaintiffs by the said G. F. Moniger without recourse on him and the plaintiffs are now the legal owners and holders of said note, and there is now due thereon and unpaid from said defendant W. Wellwood to the plaintiffs the sum of Twenty two Dollars, with 8 per cent. payable annually from the 9th day of July, 1894. The plaintiffs that the Frank Moniger mentioned in the last described note and G. F. Moniger are one and the same person. That on the two notes above described there is due plaintiffs from said Wellwood $24.50 with 8 per cent. payable annually, from July 9th 1894. for which sum with the interest as stated the plaintiffs ask Judgment against W. Wellwood.

Thomson, Porter & Porter, attorneys for Plaintiffs.

John L. Porter being sworn makes oath, that he is one of the attorneys for the plaintiffs in this action. that the action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant. as such attorney. and affiant believes the facts stated in the foregoing pleading to be true.

John L. Porter.

Sworn to by John L. Porter before me and signed by him in my presence this 29th day of November 1899.

(Seal) J. N. Gosnell Clerk of Court.

7722 Answer

William L. Whitcraft et als.
Vs.
H. L. Green et. als.

Court of Common Pleas Lorain County Ohio.
Filed Jan 21, 1901.

Now comes William Wellwood and for answer denies that the plaintiff in this action is the owner of the notes sued on in this action, and denies that he is indebted to the plaintiff in any way and denies that said plaintiff ever owned or purchased said notes, Said Wellwood says that at the time of the giving of the notes in this action that the said H. L. Green, C. M. Green & Henry E. Dickinson were partners in the manufacturing of halters, bridles & ties in the Village of Mt Victory Ohio and that the notes in this action were given for the rent of a building used by the said H. L. Green, C. M. Green & Henry E. Dickinson as partners in the manufacturing of said halters, bridles & ties, that said Wellwood was only surety on said notes and never in any way or at any time received any of the money from said notes. That long after said notes became due said Moniger the owner of said notes at that time came to the said Wellwood and demanded payment of said notes and the said Moneger and the said William Wellwood went to the said Henry E. Dickinson, and the said H. E. Dickinson then and there paid said notes. and said Moneger received full payment for same, and rec'd credit on the books of the Bank of Mt Victory on his account for the pay for said notes. Therefore this defendant William Wellwood

7722 Reply.

7722 Entry

prays that this action may be dismissed as to him the said Wellwood, and that he may be fully protected at costs of this plaintiff.

Ayres W. Hoops Atty for Defendant.

The State of Ohio Union County ss:

William Wellwood being sworn says the allegations in the foregoing answer are as he believes, true

W. Wellwood.

Sworn to and subscribed in my presence this 19th day of January 1901. (Seal).

J. M. Kennedy Notary Public

7722 Reply.

William L. Whitcraft et.als.
Vs. Court of Common Pleas Union County Ohio
H. L. Green et.als. Filed Feb. 27. 1901.

The plaintiffs replies to the answer of William Wellwood filed herein (and with the exceptions of the mere denials of the facts stated in plaintiffs petition) denies each and every allegation of fact therein stated and contained

Thomlon Porter & Porter Attys for Plaintiffs.

John L. Porter being sworn makes oath that he is one of the attorneys for plaintiff in this action that this action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant as such attorney, and affiant believes the facts stated in the foregoing pleading to be true.

John L. Porter.

Sworn to by John L. Porter before me and signed by him in my presence this 27th day of February 190.
(Seal)

Chas C. Penthorwood Clerk

7722 Entry

William L. Whitcraft et.als.
Vs. Court of Common Pleas. Union County Ohio.
H. L. Green et.al.

This day this cause came on to be heard on the question heretofore ordered to be determined by a Jury, and thereupon came the following named persons as jurors to wit:- Alex Reed, Tom Cunningham, David Moss, W. D. Stricker, John Burns, Chas Parrott, Lem James, C. D. Watts, Harvey Norris, M. Coolidge, Milton Braithwaite, and J. W. Nicely, who were duly impaneled, and sworn according to law. And thereupon after hearing the evidence, argument, and charge of the Court, and after due deliberation the said Jury returned their Verdict in writing, signed by their foreman, as follows to wit:- We the Jury being duly impaneled, sworn and affirmed, find the issues in this case in favor of the defendant Wm Wellwood.

Charles Parrott

Foreman.

Dated Jan 10th. 1902.

7727
Entry

William L Whitcraft et al
vs
H. L. Green et al

Court of Common Pleas Union County Ohio.
Filed Jan 14th 1902.

The Jury in this action having on a former day of this term rendered a verdict for the defendant Wm Wellwood and no motion for a new trial having been made. It is therefore considered by the Court that the said defendant Wm Wellwood, go hence without day and recover from the plaintiffs his costs herein expended.

Attest, Chas C. Pinkerwood Clerk.
By Deputy.

8046
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. 1902.

Be it remembered that heretofore, to wit, on the 1st day of March 1902 the following petition was filed with the Clerk of said Court to wit:

8046
Petition

Hadley Young Plaintiff:
Vs
S. Gilmore Young,
Blanch Thelsee, and
Elliott Young } Defendants:

Court of Common Pleas Union County Ohio.

Plaintiff says that Harriet L. Young of Darby Township in the County of Union, Ohio was in her lifetime seized in fee simple and in possession of the following described real estate, to wit:- Situate in Darby Township, Union County Ohio, and in Surveys No. 10793 and 13269, and bounded as follows; - Beginning at a stake and stones in the center of the Post Road and in the west line of survey No 10793: Thence with the center of said road (correcting the course) S. 86½ W. 27 3/5 poles to a stake in the eastern line of W. Dunn's Survey No 8586 & 8698; Thence with said line (correcting the course) N 12. E. 16 37/100 poles to a stone planted at one of the original corners of said Survey No 8586 & 8698; Thence with another line of said Survey (correcting the course) N 78 W 40½ poles to five Burr Oaks, (one gone) - another corner of said survey; Thence with another of its lines N. 8 3/4 W. 159 4/5 poles to a Burr Oak in the edge of a prairie, another corner of said survey and corner to a lot of land conveyed by George Stevens and wife to Adam Brown; Thence with said Brown's line (correcting the course) N 85 3/4 E. 88 76/100 poles to a stone in the center of the road leading from Unionville to the Post Road; Thence with the Center of said road (correcting the course) S 3, ½ E. 53 68/100 poles to a stone: Thence S 63½ E 1 pole to a stone planted at the original corner of said survey No 10793; Thence with one of the original lines of said survey (correcting the course) S. 1 3/4 E 133 4/5 poles to the beginning containing 84 acres and 50 poles more or less. Also another piece situate in Darby Township, Union County Ohio. and part of survey No 10793. Beginning at a stone on the margin of the road leading from the Post Road, to Unionville at one of the original corners of said survey; Thence with one of the original lines of said survey (correcting the course) N. 88 deg. 50 Min. W. 69 poles to a stone planted at the Southwesterly corner of said Survey; Thence S 89 deg 35 Min. E. 69 poles to a stone in the line of land now owned by George Stevens; Thence N. 1 deg. 10 Min W 72/100 poles to the beginning containing 24 square poles, more or less. That the said Harriett L. Young, being so seized of the above

described real estate died on the day of 189.. intestate leaving the defendant her widower, and said plaintiff & and the defendants S. Gilmore Young, and Blanche McGee her daughter, who is intermaried with Jack McGee, and her daughter Lillie M. Young who is intermarried with Norman McClaity, her only heirs at law. That the said Lillie M. McClaity, and her husband joining with her, for a valuable consideration, conveyed their undivided one fourth interest in the above described estate, to said Blanche Young now McGee, and Sidney G. Young, by deed of quit claim on the 15th day of February 1895, which said deed is recorded in Vol. 65 page 414 of the record of deeds for Lemon County Ohio. That by the death of said Harriett L. Young, and the deed of conveyance of said Lillie M. McClaity, and husband, to said Blanch Young and Sidney G. Young, the plaintiff Hadley Young, and the said defendants Blanche McGee and Sidney G. Young became seized as tenants in common by descent from the said Harriett L. Young, and the aforesaid deed of conveyance in the above described property, that is to say; The plaintiff Hadley Young became seized of the one fourth part of the said property, and the defendants Blanche McGee and Sidney G. Young each became seized of the one undivided Three Eighth part of said property, each of said portions being subject however to the right of dower of the said Elliott Young. That the dower of said Elliott Young, widower of said Harriett L. Young has never been assigned to him. Plaintiff says there are no debts against the estate of said Harriett L. Young, and that she had personal property sufficient to pay all claims and debts against her estate. Plaintiff prays that a partition of the real property above described may be made by and under the direction of this court, between said plaintiff and said defendants according to their respective rights and interests herein; that his interest in said premises may be set off to him severally; that commissioners be appointed by the court for the purpose of making such partition and assigning dower; & in case a partition of said premises cannot be made without manifest injury to the value thereof, then that the said premises may be sold by and under the direction of this court, free of the rights of all persons, parties to this suit, and the proceeds of sale may be distributed to the parties entitled thereto in lieu of their respective parts and proportions of the estate according to their just rights therein; and plaintiff may have such other relief as may be just and equitable

Robert McCrory
Attorney for Plaintiff.

8046 Precipe

8046 Summons.

8046 Answer

State of Ohio, Union County ss. Hadley Young being duly sworn, says that he is the plaintiff in the above entitled cause and that the facts therein stated are true as he verily believes

Hadley Young.

Sworn to before me and subscribed in my presence by Hadley Young this day of February A.D. 1902.

(Seal) Robert McCrory Notary Public

8046 Praecipe

To Clerk:

Issue summons to Sheriff of Union County Ohio, returnable according to law, for Elliot Young. Sidney G. Young, and Blanche McGee.

R. McCrory Atty. for Plaintiff

8046 Summons.

Issued March 1st. 1902 — Returned and filed March 6th 1902

The State of Ohio. Union County ss:

To the Sheriff of the County of Union greeting.

We command you to notify S. Gilmore Young, Blanche McGee, and Elliott Young, that they have been sued by Hadley Young, in the Court of Common Pleas of Union County, and that unless they answer by the 29th day of March A.D. 1902, the petition of said Hadley Young, against them filed in the Clerk's Office of said Court, such petition will be taken as taken as true, and judgment rendered accordingly. You will make due return of this summons on the 10th day of Mar. A.D. 1902.

Witness my hand and the seal of said Court, this 1st day of March A.D. 1902.

(Seal). Chas. C. Penhorwood Clerk.

Endorsements Action for Partition

Sheriffs Return: The State of Ohio Union County ss:

Received this Writ March 3d A.D. 1902 at 9. o'clock A.M. and pursuant to its command, on the 5th day of March A.D. 1902, I served the same by personally handing to each of the within named defendants a true and certified copy of this writ with all the endorsements thereon.

Sheriffs fees $2.80

S. F. Burnham

Sheriff.

8046 Answer

Hadley Young vs. S. Gilmore Young et.al.

Court of Common Pleas Union County Ohio

Filed March 28th 1902.

Now comes Sidney G. Young, and for answer to plaintiff's petition, says that Sidney G. Young, Blanche McKee, and the plaintiff, as tenants in common, are seized of an estate in fee simple in the premises described in the petition, in the following proportions: one fourth belongs to the plaintiff, and the said Sidney G. Young and Blanche McKee are each the owner of the undivided three eights thereof. That the plaintiff has not in his petition stated correctly, the names of said tenants in Common;

that the true name of this answering defendant is and always has been Sidney S. Young; and that the name of the other co-tenant is, and since her marriage, always has been Blanche McKee, instead of Blanche McGee as alleged in the petition That partition should not be made of said premises until after the true names of said parties are stated in the petition, nor until after said Blanche McKee is legally served with summons, That this defendant claims the right to hold possession of said premises for the present year, under leases from his co tenants, and that he cannot legally set forth this said claims until said parties are brought before the Court and sued in their true names, Therefore this defendant asks that plaintiff be required to amend his petition so as to state the true and correct names of all the tenants in common in said premises, and that they be properly and legally served with summons.

Durflinger & Emery Attys for Sidney S. Young

State of Ohio, Union County ss:

Sidney S. Young being duly sworn, says the facts stated and allegations contained in his foregoing answer are true as he verily believes

S. S. Young.

Sworn to and subscribed before me this 28" day of March 1902.
(Seal) Chas C. Pentherwood Clerk.

8046 Entry.

Hadley Young. Court of Common Pleas Union County Ohio
vs. Filed Apr 3rd 1902.
S. Gilmore Young et al.

This cause came on for hearing on the answer of the defendant S. Gilmore Young, to plaintiffs petition demanding the correction of the names of defendants therein, On consideration whereof, and it appearing to the Court that the said defendants, Blanche McKee, has been sued in this action by the name of Blanche McGee, and that the answering defendant Sidney S. Young has been sued in this case in the name of S. Gilmore Young, through inadvertance, and that the said defendants have been personally served with summons; and it further appearing that said S. Gilmore Young, has in his answer pleaded to the merits of this case, and has thereby entered his appearance to this action; it is ordered and adjudged that said mistakes be corrected, and that the petition be, and the same hereby is amended by substituting the name of Sidney S. Young in the peace of "S. Gilmore Young;" and by substituting the name of Blanche McKee, in the peace of Blanche McGee; and that this entry operate as an amendment to the petition and summons, and that the true names of the defendants be used in all further proceedings herein

8046 Entry.

Hadley Young et al vs Sidney S. Young et al

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8046. Entry.

Hadley Young: Court of Common Pleas Union County Ohio.
vs Filed Apr 3" 1902.
Sidney G. Young et.al:

And now this cause came on to be heard on the petition and the answer of Sidney G. Young, defendant, and the evidence; the Court find that all the defendants have had legal notice of the pendancy and demand of the said petition, and that with the exception of the above named, 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 ascribed in the petition; that the said Elliott Young, widower, is entitled to dower therein, and that subject thereto the plaintiff, Hadley Young, has a legal right to the One Fourth of said estate, the defendant Sidney G. Young, a legal right to the one Three Eights part thereof, and the defendant Blanche McKee a legal right to the One Three Eights part thereof; and that the plaintiff is entitled to have partition made of said premises, as prayed for in his petition. It is therefore ordered, adjudged and decreed that partition of said estate be made, and that dower therein be assigned to said Elliott Young: and that by the oaths of D.L. Robinson Frank Andrews, and J.B. Galloway, three judicious and disinterested freeholders of the vicinity, who are hereby appointed commissioners to make and set off the same. And it is ordered that of said estate is entire and cannot be divided by metes and bounds, the dower of said Elliott Young be assigned, as of a third part of the rents, issues, and profits, thereof, and that said estate be appraised 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 herein before severally found entitled, and also cause to be set off and assigned in manner as ordered, the dower of the said Elliott Young, and of his proceedings herein, the said Sheriff is ordered to make due return,

8046

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 D.L. Robinson, Frank Andrews, and J. B. Galloway you cause to be set off and assigned to Elliott Young, widower of Harriett L. Young 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 Darby Township, Union County Ohio, and in survey No 10793 and 12269 and bounded as follows, (For description see Plaintiffs petition.)

Subject to said Dower estate, among the persons named herein, and in the following proportions to wit: Hadley Young one fourth part. Sidney G. Young, three eighth part, and to Blanche McKee three eighths 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 may cause them to appraise the same both subject to, and free from the dower of the said Elliott Young 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 Hadley Young plaintiff and Sidney G. Young 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 3rd day of April A.D. 1902.

(Seal) Chas C Fenhrwood, Clerk.

8046

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of D.L. Robinson, Frank Andrews, and J. B. Galloway, causing Dower to be assigned to Elliott Young, widower of Harriet L. Young, deceased, and partition to be made of the premises in said Writ described; as shown by surveyors report hereto attached. all of which will more fully appear by reference to the report of the said Commissioners, herewith returned. Given under my hand this 9th day of April A.D. 1902

Sheriff's fees $4.00, Commissioners fees $3.00. S. H. Burnham, Sheriff

Commissioners Report.

Union County ss: Court of Common Pleas Union County Ohio

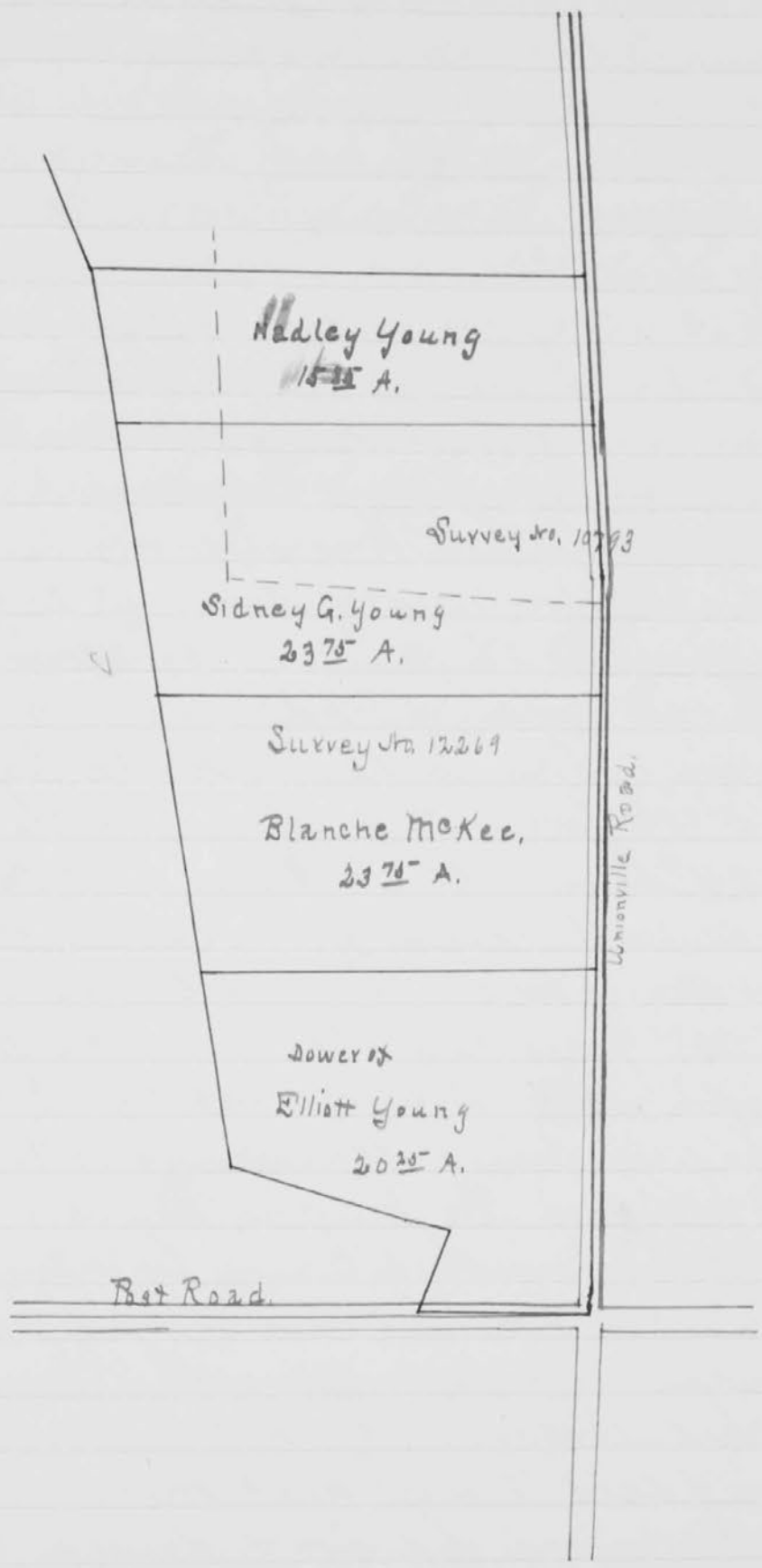
In partition and Dower.

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said county, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Elliott Young as his Dower estate in the said lands, in said petition described the following tract, to wit:- 20 Acres and 25/100 of land as shown by Surveyor's plat hereto attached, and we do make partition of the same, subject to said Dower, as follows to wit: To the said Blanche McKee 23 75/100 Acres of land as shown by Surveyor's plat hereto attached. To the said Sidney G. Young 23 75/100 Acres of land as shown by Surveyor's plat hereto attached. To the said Hadley Young 15 85/100 Acres of land as shown by Surveyor's plat hereto attached. Given under our hands this 4th day of April A.D. 1902.

D. S. Robinson
Frank Andrews.
J. B. Galloway
} Commissioners

8046 Sid

8046 Surveyor's Report and Plat.



Dower of Elliott Young,
Situated in the Township of Darby Union County, Ohio, and part of survey No. 12269. Bounded and described as follows: Beginning at an iron pin at the intersection of the Post Road with the Unionville gravel Road; Thence with said Unionville Road N. 5°, E. 6 24 poles to a stone at the south east corner, of land this day set off and assigned to Blanche McKee; Thence with south line of said land N 89° 45' W 70 56/100 poles to a stone in the west line of said Survey No. 12269; Thence with three consecutive lines of said Survey S. 5° 30' E. 35 37/100 poles to a stone; Thence S. 74° E. 40 47/100 poles to a stone; and Thence S. 15° W 16 30 poles to a stone in the center of said Post Road; Thence with center of said Road S 89° 45' E. 27 16 poles to the beginning. Containing 20 25 Acres more or less.

(Set off and assigned to Blanche McKee.)
Situated in Darby Township Union County Ohio and part of Survey No 12269. Bounded and described as follows:
Beginning at a stone in the center of the Unionville Gravel Road and at the south east corner of land this day set off and assigned to Sidney G. Young: Thence with the south line of said tract N 89° 45' W. 79 69/100 poles to a stone in the west line of said Survey: Thence with said Survey line S. 5° 30' E. 50 42/100 poles to a stone at the north west corner of the dower of Elliott Young as formed by this division: Thence with the north line of said dower, S 89-45' E. 70 56/100 poles to a stone in the center of said Gravel Road: Thence with the center of said Road N. 5° E. 50 42/100 poles to beginning: containing 23 75/100 Acres more or less.
(Set off and assigned To Sidney G. Young.)
Situated in Darby Township Union County Ohio, and part of Survey No 12269 and 10793. Bounded and described as follows:
Beginning at a stone in the center of the Unionville Gravel Road and at the southeast corner of Hadley Young's land as formed by this division: Thence with the south line of said Young's land, N. 89° 45' W. 85 88/100 poles to a stone in the west line of said Survey No. 12269. Thence with said line S. 5° 30' E. 46 1/2 poles to a stone at the north west corner of the lands of Blanche McKee as formed by this division: Thence with the north line of said land S. 89° 45' E. 79 60/100 poles to a stone in the center of said Gravel Road: Thence with said Gravel Road N. 5° E. 22 poles and North 24 1/2 poles to the beginning: containing 23 75/100 Acres More or less.
(Set off and assigned To Hadley Young)
Situated in Darby Township Union County Ohio, and part of Surveys No. 10793 and No 12369. Bounded and described as follows:
Beginning at a stone in the center of the Unionville Gravel Road and at the South east corner of Fred T. Brown's land: Thence with the center of said Gravel Road South 29 64/100 poles to a stone at the north east corner of Sidney G. Young's land as formed by this division: Thence with the north line of said Young's land N. 89° 45' W. 85 88/100 poles to a stone in the west line of Survey No 12269: Thence with said Survey line, N 5° 30' W. 28 68/100 poles to a stone, a corner to Fred T. Brown's land: Thence with the south line of said land, S 89° 15' E. 88 80/100 poles, to the beginning. Containing 15 85/100 Acres more or less.
Surveyors fee $17.50

8046 Entry

Hadley Young
To
Sidney G. Younger et al

Court of Common Pleas Union County Ohio
Filed April 11th 1907

On motion to the court by the plaintiff and upon producing the return of the Sheriffs return, and the report of the Commissioners, heretofore appointed herein, and the same having been examined by the Court and found in all respects correct, and in conformity to law, and the former orders of this court, the said proceedings

and report are hereby confirmed. It is therefore ordered and decreed that the said Elliott Young have and possess the lands so assigned to him as and for his reasonable dower in said premises: and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively. And the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties put upon record in the office of the Recorder of this County.

And it further ordered that the costs of this action including a counsel fee of $58.60 to Robert McCrory, Attorney for services herein taxed at $ be paid by the said parties in the following proportions to wit: Elliott Young the ¼ part thereof, Blanche McKee and Sidney S. Young, each the ¼ part thereof, and the plaintiff Hadley Young, the ¼ part thereof.

Attest Chas. C. Penhorwood Clerk.
By 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 March Term A.D. 1902. Be it remembered that heretofore to wit, on the 14th day of April 1902 the following petition was filed with the Clerk of said Court to wit:

8063 Petition

Jennie Keller Plaintiff.
vs. Court of Common Pleas Union County Ohio
Isaac N. Keller, Defendant.

The said 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 said County of Union. Plaintiff further says that on the 18th day of April 1895 at Union County Ohio she was married to the defendant, that she has always conducted herself as a faithful and obedient wife, during all of their married life. But said defendant has been guilty of habitual drunkenness for more than three years last past and while so drunk he was cruel and abusive, threatening the plaintiff and finally drove her from her home. He last before he drove the plaintiff from her home, struck, beat and wounded the plaintiff causing her to have a black eye, and otherwise injuring her. defendant has also been guilty of gross neglect of duty, toward the plaintiff, she therefore prays that she be divorced from the defendant and that she have reasonable alimony allowed her, by the Court.

Jennie Keller by,
J.M. Kennedy her Atty.

8063 Precipe

To the Clerk:
Issue summons and a copy of the within petition to the Sheriff of Union County, Endorsed. Divorce and alimony prayed for.
J.M. Kennedy Atty.

8063 Summons

The State of Ohio, Union county ss. Issued April 14th 1902, Returned and filed April 17 1902
To the Sheriff of the County of Union, You are hereby commanded to notify Isaac N. Keller that Jennie Keller 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 habitual drunkenness, &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 28th day of April A.D. 1902,
Witness my hand and the Seal of said Court at Marysville this 14th day of April A.D. 1902,
Seal,
Chas. C. Penhorwood Clerk.
Endorsed; Action for divorce and alimony;
Sheriffs Return; Received at 8, o'clock A.M. on the 15th day

8063 Entry

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of April A.D. 1902, and on the 17th day of April A.D. 1902 I served the same upon the defendant by leaving at his usual place of residence a true copy thereof together with a certified copy of the petition in this case.

B. F. Barnhorn Sheriff
By Allen Haines Deputy.

Sheriff's Fees $3.10.

8063 Jennie Keller
Entry vs. Court of Common Pleas Union County Ohio
Isaac N. Keller Filed June 10th, 1902.

This day this cause came on to be heard upon the pleadings of plaintiff, and testimony of witnesses, the defendant being in default for pleadings and the Court being fully advised in the premises do find for the plaintiff 1st: 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. 2nd: That due service of notice was had upon the defendant. 3rd: That the defendant has been guilty of habitual drunkenness for more than three years last past. It is therefore ordered and adjudged by the Court, that the plaintiff have a complete divorce from the defendant, each party released from the obligations thereof, and recover her costs herein expended &c.

Attest: Chas C. Penhorwood Clerk
By 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 Flow Judge of said Court of the March Term A.D. 1902, Be it remembered, that heretofore to wit, on the 24th day of April 1902 the following petition was filed with the Clerk of said Court to wit:

8069
Petition

Sarah A. Aller, Plaintiff,
Vs. Court of Common Pleas Union County Ohio.
Ezekiel Aller, Defendant.

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union. On the 11th day of December, A.D. 1890, in the Village of Richwood, in said County, and State, plaintiff was married to the defendant. No children have been born of said marriage. On or about the first day of September, A.D. 1896. the defendant was guilty of extreme cruelty towards the plaintiff in that he struck her on the side of her head with his hand, and then, and at many times since, used violent, abusive and profane language towards the plaintiff. Defendant for more than two years last past has failed and willfully neglected to provide plaintiff with the common necessaries of life; so that she has been dependent therefor to a great extent upon her own exertions, and the help of her children by her former husband. On the 19th day of October, A.D. 1901, and again on or about the 20th day of February A.D. 1902, in a certain house on the north east corner of the crossing of Bunsford and Fulton Streets in the Village of Richwood, Union County Ohio, and at many other times within the past two years both there and elsewhere, defendant comitted adultery with a certain woman bearing the name of Elvira Mickamore, but assuming and better known by the name of Elvira Chesley. The defendant is possessed of the following property, to wit: One bedstead and bedding therefor; one rag carpet; six cane-seated chairs; two rocking chairs; one kitchen cupboard; one cooking stove, or range; one Canopy top single buggy; and one set of single buggy harness. Wherefore plaintiff prays she may be diborced from defendant, and restored to her former name of Sarah A. Phinney, that she may be dlored reasonable alimony, and for all proper relief.

John F. Millar Atty. for plaintiff

8069
Summons

Issued. April 24th 1902 — Returned and filed April 26th 1902.

The State of Ohio, Union County ss: To the Sheriff of the County of Licking
You are commanded to notify Ezekiel Aller that Sarah A. Aller 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, gross neglect and adultery, and asking that she be Divorced from him

8069
Entry.

and that she have alimony and for other proper relief. Said petition will stand for hearing during the term of said 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 May A.D. 1902.
Witness my hand and the Seal of said Court at Marysville this 24th day of April A.D. 1902.
(Seal) Chas. C. Penhorwood Clerk.
Endorsements:- Action for divorce and alimony.
Sheriffs Return:- Received 3 o'clock P.M. on the 26th day of April A.D. 1902 and on the 26th day of April A.D. 1902, at 9.30 O'clock A.M. I served the same upon the defendant by personally delivering a true copy thereof together with a certified copy of the petition in this case.
W.H. Anderson Jr. Sheriff
Sheriffs Fees $1.61 By. Wm. Link Deputy.

8069 Entry.

Sarah A. Aller,
Vs
Ezekiel Aller,

Court of Common Pleas Union County Ohio
Filed June 9th 1902.

This cause coming on for hearing this 9th day of June, 1902, on the petition and the evidence, 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 the year next preceding said date, and was at the time a bona fide resident of said County of Union; that the defendant was duly served with a summons and a certified copy of the petition on the 26th day of April, 1902, that said parties were married as set forth in the petition, and that no children have been born of said marriage. The Court further find upon the evidence adduced, that the defendant has been guilty of adultery and gross neglect of duty, as alleged in the petition, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for in her petition. It is therefore adjudged and ordered by the Court that the marriage contract heretofore existing between said Sarah A. Aller, and Ezekiel Aller, be and the same hereby is dissolved, and both parties are hereby released from the obligations thereof, and that the defendant be barred of all right of dower in the plaintiffs real estate; and that the plaintiff be restored to her former name of Sarah A. Phinney. It is further ordered and adjudged that the plaintiff have, possess and enjoy, as and for alimony the personal property of defendant mentioned in the petition, and now in her possession, and the further sum of One hundred dollars in money, for which amount judgment is hereby rendered and execution awarded if not paid. It is further ordered that the plaintiff pay the costs herein taxed at $

Attest Chas. C. Penhorwood Clerk,
By 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 January Term A.D. 1902. Be it remembered that heretofore to wit, On the 21st day of December 1901 the following petition was filed with the Clerk of said Court, to wit:-

Sorena C. Graham, Plaintiff,
vs. Court of Common Pleas Union County Ohio.
Sucinda Reed, Defendant

The plaintiff says that on the 1st day of December 1901, William H. Graham her late husband and late of Logan County, in the State of Ohio, died intestate, leaving the plaintiff his widow. That said William H. Graham had at their marriage and during a part of their marriage an estate in fee simple of the following real estate situate in the County of Union, State of Ohio and the Village of Richwood, to wit; All of inlot No 84, and three feet off the west side of inlot No 83, in said Village, and that the plaintiff is entitled to dower in all said premises, and desiring to have her dower therein assigned, and set off to her according to law. She hereby makes the above named Sucinda Reed, party defendant herein, and prays that dower may be assigned to her, in all said premises; and for all proper relief.

J. M. Kennedy Attorney for Plaintiff.

The State of Ohio, Union County ss:

Sorena C. Graham being first duly sworn, says the facts and allegations of the foregoing petition, are, as she believes true

Sorena C. Graham.

Sworn to and subscribed by the said Sorena C. Graham this the 19th day of December 1901.

(Seal) J. M. Kennedy Notary Public

8015 Precipe

To the Clerk of Courts;

Issue Summons to Sheriff of Union County Ohio for Sucinda Reed. Endorsed; Claim for dower in real estate.

J. M. Kennedy Atty. for pleaintiff.

8015 Summons

Issued. Dec. 21st 1901; Returned and filed Dec. 24th 1901.

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

You are hereby commanded to notify Sucinda Reed, that she has been sued by Sorena C. Graham, in the Court of Common Pleas of Union County, and must answer by the 18th, day of January 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 30th day of Dec. A.D. 1901.

Witness my hand and the seal of said Court this 21st day of Dec A.D. 1901

(Seal) Chas. C. Penhorwood, Clerk.

Endorsed; In action for assignment of dower,

Sheriff's Return: The State of Ohio, Union county ss:
Received this writ Dec. 23rd A.D. 1901, at 8, o'clock A.M. and served same by leaving at the usual place of residence of Lucinda Reed a true and certified copy of this writ with all the endorsements thereon.
Dec 23rd 1901.
Sheriff's Fees $3.90.
S. F. Burnham, Sheriff
By Allen Haines Deputy.

8015 Lorena C. Graham,
Motion Vs Court of Common Pleas Union County Ohio
Lucinda Reed. Jan 14th, 1902
This day on motion, the Court grants leave for defendant to answer, in twenty days.

8015 Lorena C. Graham
Vs. Court of Common Pleas Union County Ohio
Lucinda Reed. Filed Feb 1st 1902.
Now comes the defendant Lucinda Reed, and in answer to plaintiff's petition, admits that plaintiff is the widow of one William H. Graham, deceased, that he died intestate on the 1st day of December, 1901; and that he at the time of their marriage, and for some time thereafter was the owner of the premises described in the petition; but denies that plaintiff is entitled to dower in said premises. Defendant avers that on or about the 25th day of September, 1884, being at a date previous to his marriage to plaintiff, said William H. Graham executed and delivered his mortgage deed to one Isaac Graham, thereby conveying to him all title and interest he had in said premises to secure the payment of his note for $284.00 at the same time executed and delivered to him; that on or about the 10th day of June, 1888, the Bank of Richwood, then the owner and holder of said note and mortgage, commenced an action in the Common Pleas Court of Union County, Ohio, to recover judgment on said note and to foreclose said Mortgage; that on or about the 25th. day of June 1890, a judgment for $340.25 and an order of sale of said premises was duly rendered and decreed by said Court; and that said premises were duly sold under said order of sale to one Nancy Winters, and said sale was confirmed and deed ordered by Court, which was duly executed and delivered to said purchaser; that plaintiff was duly served with summons in said action and was a party thereto during all of said proceedings therein, but made no defense to any of said proceedings and setup no claim of Title or interest to or in said premises by any pleading in said action.
Defendant further says that on or about the 18th day of September, 1890, plaintiff commenced an action in said Common Pleas Court of Union County, Ohio, by filing her petition therein in which she alleged her marriage to said William H. Graham on the first day of April, A.D. 1885; his title to said premises on said date; the execution and delivery by him of said mortgage thereon; and the said proceedings in foreclosure thereon up to and includ-

ing the order of sale thereunder; and that plaintiff was a party to said action but was prevented by said William H. Graham from setting up her defense thereto; and further alleged that said mortgage was in reality executed and delivered on or about the 26th day of October, 1885, but by the collusion and fraud of said William H. Graham, and Isaac Graham, the grantor and grantee thereto, was antedated as though executed on the 25th day of September, 1884, a date prior to plaintiff's marriage to said William H. Graham, for the purpose of defrauding her out of her inchoate right of dower in said premises; and prayed that the Court find that said mortgage was so executed on said 26th day of October, 1885, and order the correction thereof and order that the value of her inchoate right of dower be paid to her out of the proceeds of said sale of said premises. The said Bank of Richwood, William H. Graham, Isaac Graham, and Nancy Winters were made parties defendant in said action and were duly served with summons therein; and the said Nancy Winters demurred to said petition on the ground alone that it did not state facts sufficient to constitute a cause of action, and the Court sustained said demurrer. The plaintiff filed three amended petitions, to each of which said defendant demurred solely on aforesaid ground in regular order, and the Court sustained said demurrers. Thereupon the plaintiff commenced an action in error to said proceedings in the Circuit Court of said County, which action was by said Court at its February Term of the year of 1896, dismissed at plaintiff's cost for the want of a final judgment or order to which error could lie; and said costs and a large amount of the costs of said action by plaintiff in the Common Pleas Court remain unpaid. Defendant is the owner in fee simple of the premises described in the petition herein and derived her title thereto by deed of conveyance of general warranty from the said Nancy Winters. Wherefore plaintiff is estopped and barred in her action herein; and defendant asks that upon hearing therein it be dismissed at her cost, and that she be required to pay the costs adjudged against her in said former actions before being permitted to proceed further herein, and for all proper equitable relief.

J. F. Millar Atty. for Defft.

State of Ohio Union County ss:

J. F. Millar being first duly sworn, says that he is attorney for the defendant in the above entitled action, and that the facts stated and allegations made in her foregoing answer therein are, as he verily believes true, being without his personal knowledge.

J. F. Millar,

Sworn to before me and subscribed in my presence by the said J. F. Millar, this 1st day of February A. D. 1902

(Seal)

H. C. Officer Notary Public

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8015
Reply

Lorena C. Graham;
Vs. Court of Common Pleas Union County Ohio.
Lucinda Reed; Filed Feb. 18th 1902.

Plaintiff says by way of reply, says she admits the execution of the mortgage to said Isaac Graham referred to in the defendant's answer but denies that it was executed on or about the 25th day of September 1884, or at any time prior to her marriage to said Graham but says that said mortgage was executed on or about the 21st day of October 1885, and was dated back to the 25th. of September, 1884, and was filed for record on or about the 26th. day of October 1885, without her signature thereto. Plaintiff also admits the Bank of Richwood brought suit on the said mortgage and foreclosed the same, but denies that she was a party thereto so as to be required to answer therein. She further admits that she has filed a petition for the establishment of her inchoate right of dower in said premises as alleged in the defendants answer but denies that there was any final action or judgment thereon, and she denies that she is estopped of claim for barred of dower in said premises. She therefore prays for the assignment of dower as in her petition.

J. M. Kennedy Atty. for Plaintiff.

The State of Ohio Logan County ss:

Lorena Graham being first duly sworn says the fact and allegations in the foregoing reply are as she believes true,

Lorena C. Graham.

Sworn to and subscribed by the said Lorena Graham before me this 14th day of February A.D. 1902,

J. Laport Jr. P.

Lorena C. Graham;
Vs Court of Common Pleas Union County Ohio
Lucinda Reed; Filed April 3rd. 1902.

And now this cause coming up for hearing upon the petition, answer and reply and the evidence, the Court find that the said William H. Graham was, in his life time, seized in fee simple of the real estate and premises described in the petition, and that the plaintiff is the widow of the said William H. Graham, deceased; and that she is entitled to have her dower in said premises assigned and set off to her as prayed in her said petition. And the Court finding from satisfactory evidence that said estate is entire, and cannot be divided by metes and bounds, it is therefore ordered, adjudged and decreed that dower be assigned to said plaintiff as of one-third part of the rents, issues and profits of the premises described in the petition, and that a writ issue to the Sheriff of Union County commanding him that by the oaths of three and judicious and disinterested men of the vicinity in the said County, who are not of kin to either of the parties, and who are hereby appointed commissioners for that purpose, he cause the dower

of said Sorena Graham to be set off and assigned in the manner above ordered; and that of his said proceedings, together with the said commissioners' appraisment of the yearly net value of said estate, estimated from the 31st day of December, 1901, to the day of such assignment of dower, he make due return to this Court. Thereupon the defendant by her Attorney, gave notice and hereby gives notice of her intention to appeal this cause to the Circuit Court; and the Court fixes the amount of the bond to be given therefor at the sum of one hundred dollars, and suspends the execution of this order and decree for thirty days therefor.

Attest: Chas. C. Penhorwood Clerk.
By Deputy.

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Petition

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Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Pugh Judge of said Court of the March Term A.D. 1902. Be it remembered that heretofore to wit, on the 23rd day of April 1902 the following petition was filed with the Clerk of said Court to wit.

8068 Petition

Laura Perry, Plaintiff:
Vs. Court of Common Pleas Union County Ohio.
Charles Perry, Defendant;

Plaintiff has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union said State. On the 10th day of February, A.D. 1900, in the Village of Richwood, in said County and State, she was married to the defendant, no children have been born of said marriage. Defendant was on the 26th day of March, A.D. 1902, and at other times previous thereto, guilty of extreme cruelty towards plaintiff in that he took hold of her and violently jerked and shook her, and at the same time directed vulgar, abusive and profane language towards her. Defendant has also been guilty of gross neglect of duty towards plaintiff in that ever since the date of their marriage he has wholly neglected and failed to provide for her a home or any of the common necessaries of life, though young and strong and healthy; so that the plaintiff has been compelled to live on the charity of her friends and her own exertions being without other means, because of his idleness, profligacy, intoxication and dissipation. Defendant has also been guilty of habitual drunkenness for more than three years last past. Wherefore the plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name, Laura Roush, and for all proper equitable relief.

John F. Miller Attorney for Plaintiff.

8068 Affidavit

Laura Perry,
Vs Court of Common Pleas Union County Ohio
Charles Perry. Filed Apr. 23rd 1902.

State of Ohio, Union County ss;

Laura Perry, being first duly sworn, says that she is the plaintiff in the above entitled action; that said action is one for divorce and that her cause therefor is extreme cruelty and gross neglect of duty; and that the defendant is a non resident of the State of Ohio, and is for the present residing in Greensburg, Indiana; and that for that reason summons cannot be served upon him in this State.

Laura Perry,

Subscribed in my presence, and sworn to before me, by the said Laura Perry this 23rd day of February A.D. 1902.

J. F. Miller
Notary Public

(Seal)

Legal Notice 8068. Filed June 9th 1902

Charles Perry residing at Greensburg Indiana, will take notice that on the 23rd day of April 1902, Laura Perry filed her petition in the Court of Common Pleas of Union County, Ohio, being cause numbered 8068, praying for a divorce from said Charles Perry, on the grounds of extreme cruelty and gross neglect of duty, and to have restored to her, her maiden name Laura Roush; and that said cause will be for hearing in the Court Room of said Court, at Marysville, Ohio, on and after the 6th day of June 1902.

John F. Millar Atty. for Plaintiff

Proof of Publication.

State of Ohio, Union County ss:

I George W. Worden, publisher of the Richwood Gazette, being duly sworn say that the notice hereto attached, was published in the Gazette on the 24th day of April 1902, and continued therein Six consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

George W. Worden.

Sworn to and subscribed before me, this 7th day of June 1902.

Printers fee $6.00, probate 25¢

J. F. Millar, Notary Public

(Seal)

8027 Petition

8068 Entry.

Laura Perry:
Vs
Charles Perry:

Court of Common Pleas Union County Ohio.
Filed June 9th 1902.

This cause coming on for hearing this 9th day of June, 1902, on the petition and the evidence, 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 the year next preceding said date, and was at that time a bona fide resident of said County of Union; that the defendant has been duly served by publication in the manner provided by law for constructive service in such cases, he being a non resident of the State of Ohio, and that said service is complete; that said parties were married as set forth in the petition, and that no children have been born of said marriage; The Court further find upon the evidence adduced, that the defendant has been guilty of habitual drunkenness for more than three years last past and of gross neglect of duty towards the plaintiff, as alleged in the petition, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for in her petition. It is therefore adjudged and ordered by the Court that the marriage contract heretofore existing between said Laura Perry and Charles Perry be, and the same hereby is, dissolved, and both parties are hereby released from the obligations thereof; and that the plaintiff be and hereby is restored to her maiden name Laura Roush. It is further ordered that the plaintiff pay the costs herein, taxed at $

Attest Chas C. Penhorwood, Clerk
By 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 March Term A.D. 1902 Be it remembered that heretofore to wit, on the 25th day of January 1902, the following petition was filed with the Clerk of said Court to wit:-

8027
Petition

Robinson & Company, Plaintiff;
Vs
Abe Brown, Defendant.
Court of Common Pleas Union County Ohio.

First cause of action:- The plaintiff is a corporation duly incorporated under the laws of the State of Indiana, and having its principal office at Richmond Indiana, On the 19th day of June 1901, the defendant Abe Brown made and delivered to the plaintiff his promissory note of that date and thereby promised to pay to the plaintiff or order the sum of Two Hundred and Fifty Dollars, on or before the 1st, day of November 1901 and which note by its terms was to bear 8% interest after due. The following are the only credits on said note to wit:- Nov. 21st, 1901, $ 135.00, December 14th, 1901, $ 66.00. There is now due the plaintiff from the defendant upon said note the sum of Two Hundred and Fifty Dollars with interest at eight percent from the 1st, day of November 1901 subject to the said credits, A true copy of said note with all indorsements thereon is hereto attached marked A. and made part hereof. Second Cause of Action: On the 30th. day of August 1901 the defendant made and delivered to the plaintiff his promissory note of that date and thereby promised to pay to the plaintiff or order the sum of One Hundred and Seventy Five Dollars with 6 per cent interest from date until due and Eight per cent interest after due, said note became due and payable on the 1st, day of December 1901. No part of said note has been paid and there is now due the plaintiff thereon the sum of One Hundred and Seventy Five Dollars with interest at 6 per cent from date until due and at Eight per cent from the 1st, day of December 1901, A copy of which note with all the indorsements thereon is hereto attached marked "B" and made part hereof. Third Cause of Action: against the defendant the plaintiff says: That on the 19th, day of June 1901, the defendant made and delivered to the plaintiff his promissory note of that date and thereby promised to pay to the plaintiff or order the sum of One Hundred and Eighty Dollars on or before the 1st, day of November 1902, with eight per cent interest after due, and six per cent interest from date until due the said note was one of a series of notes secured by a mortgage of chattles executed by the defendant to the plaintiff, two of which notes are the notes mentioned in the first and second causes of action hereof and it was in said Chattel mortgage provided as follows:- "It is expressly agreed by and between said grantor and grantees, that if any one of said notes, or the interest accrued thereon, shall not be paid within three days after falling due, then all of said notes remaining unpaid shall at once become due and

payable, at the election of the grantees, the plaintiff says it is the grantee mentioned in said mortgage and that more than thirty days has elapsed since two of the notes mentioned in said chattle mortgage, became due and payable and have not been paid to wit: the notes mentioned in the first and second causes of action herein, and that by the terms of said chattle mortgage, and the express agreement of the defendant the note in this cause of action described has become and is due and payable at the election of the plaintiff, and the plaintiff has elected and now elects to consider the said note in this cause of action set forth, due and payable, from and after the 4th day of November 1901. There is due the plaintiff from the defendant upon the note and agreement in this cause of action set forth the sum of One Hundred and Eighty Dollars with six per cent interest from the 19th, day of June 1901. A copy of which note and agreement is hereto attached, marked "B" and made a part hereof. 4th Cause of Action: For a fourth cause of action against the defendant, the plaintiff says; On the 30th, day of August 1901 the defendant made and delivered to the plaintiff his promissory note of that date and thereby promised to pay to the plaintiff or order the sum of One Hundred and Seventy Five Dollars, on or before the 1st day of December 1902, with interest at six per cent from date until due and eight per cent after due, and that the said was one of a series of notes secured by chattel mortgage executed by the defendant and delivered to the plaintiff, of which series of notes the notes mentioned in the first and second cause of action hereof are a part and it was expressly agreed in writing in the said chattel mortgage as follows: "It is expressly agreed, by and between the said grantor and grantee herein, that if anyone of said notes, or the interest accrued thereon, shall not be paid within three days after falling due, then all of said notes remaining unpaid shall at once become due and payable, at the election of said grantee. The plaintiff says that no part of the note in this cause of action set forth has been paid and that more than thirty days has elapsed since two of the series of notes mentioned the said chattel mortgage has become due and remaining unpaid and that by the express agreement of the defendant herein set forth the note in this cause of action described has become due and payable at the election of the plaintiff, and the plaintiff has elected and now elects to consider said note as due and payable from and after the time of said default in paying the other notes, to wit from and after Nov. 4th, 1901. There is now due and payable from the defendant to the plaintiff on the note and agreement in this action set forth, the sum of One Hundred and Seventy Five Dollars, with six per cent interest from August 30th, 1901. A copy of which note and agreement is hereto attached, the note marked "A" and the agreement "B" and made part hereof. Fifth Cause of Action:- For a fifth cause of action against the defendant the plaintiff says; On the 19th, day of June 1901 the defendant made and delivered to the plaintiff,

his promissory note of that date and thereby promised to pay to the plaintiff or order the sum of One Hundred and Eighty Dollars on or before the 1st, day of November 1903 with six per cent interest from date until due and 8 per cent interest after due; the said note was one of a series of notes secured by a Chattel mortgage executed and delivered by the defendant to the plaintiff in which Chattel mortgage it was expressly agreed in writing by the defendant as follows; "It is hereby expressly agreed, by and between said grantor and grantee, that if any of said notes, or the interest accrued thereon, shall not be paid within three days after falling due, then all of said notes remaining unpaid shall at once become due and payable, at the election of said grantee;" the notes mentioned in the first and second Causes of action herein are a part of the series of notes mentioned in the said Chattel mortgage, and both the said notes fell due and became payable more than thirty days before this date and have not been paid. and by the terms of the defendants agreement as set forth in his said Chattel mortgage, the note of this cause of action then became due and payable and the same is now due and payable, the plaintiff having heretofore elected, and now elects to consider the note herein to be due under the terms of said agreement. There is now due and payable from the defendant to the plaintiff upon the note and agreement herein set forth the sum of One Hundred and Eighty Dollars, with interest at six per cent from the 19th, day of June 1901. A copy of said note is hereto attached marked "C" and the agreement marked "C" and made part hereof. Sixth Cause of Action: For a sixth cause of action against the defendant the plaintiff says:- that on the 19th, day of June 1901 the defendant made and delivered to the plaintiff his promissory note of that date and thereby promised to pay the plaintiff or order the sum of One Hundred and Eighty Dollars with interest at six per cent from date until due and eight per cent interest after due, said note was payable on or before the 1st, day of November 1904, the said note was one of a series of notes executed by the defendant to the plaintiff and secured by a Chattel mortgage; it was expressly agreed by the defendant as follows:" It is expressly agreed by and between the said grantor and grantee, that if any one of said notes or the interest accrued thereon, shall not be paid within three days after falling due, then all of said notes remaining unpaid shall at once become due and payable, at the election of said grantee;" all of the notes in this petition described are notes of the series secured by the said Chattel mortgage, and are set forth therein, and more than thirty days has elapsed since the first notes of said series fell due and the same are unpaid, and by reason of the agreement of the defendant mentioned in the said mortgage, the note in this cause of action set forth, is due and payable at the Election of the plaintiff, and the plaintiff has elected and now elects to consider the said note due and payable, and by reason of the premises there is now due from the defendant to the plaintiff upon the note and agreement herein set forth, the sum of One Hundred and Eighty Dollars, with interest at six per cent from the 19th, day of June 1901, A

copy of said note and the agreement are hereto attached, the note marked "F" and the agreement marked "G" and made part hereof. Seventh Cause of Action. For a seventh cause of action against the defendant, the plaintiff says; That at the time of executing the notes mentioned in the First Third, Fifth and Sixth causes of action herein and as part of the same transaction and to secure the payment of said notes, the defendant executed and delivered to the plaintiff his chattel mortgage, and thereby granted, bargained, assigned, sold, transfered and set over, unto the plaintiff, its successors and assignes, the following described goods, chattles, and personal property, then and now in the possession of the defendant to wit; One 13 Horse Power Traction Engine complete as made by Russell and Co. and furnished by Robinson and Co. One 36 Separator complete as made by the Advance Thresher Co. One Stacker complete as made by the Newark Machine Co. One Wood Saw, One gray horse 8 years old height 15 hands weight 1200 named Jack. One Bay Horse 7 years old, height 14½ hands weight 1100 lbs, named Lee, One Bay Mare 6 years old height 14½ hand weight weight 1300 named Molly, Together with all the appurtenances belonging to or used in and about said machinery, and the earnings thereof, To have and to hold all and singular the goods, chattels and property above granted, bargained and sold, or to be granted, bargained and sold unto the said grantee, its successors and assigns, The condition contained in said chattel mortgage was and is as follows: "The condition of this mortgage is such that whereas the said Abe Brown has executed and delivered to the said Robinson & Co. Four certain promissory notes payable to Robinson & Co. or, order, viz, $250.00 dated June 19th, 1901, due Nov. 1st 1901, with interest at from, $180.00 dated June 19th 1901 due Nov 1st, 1902, with 6 per cent interest, $180.00 dated June 19th, 1901, due Nov. 1st 1903 with 6 per cent interest, $180.00 dated June 19th 1901, due Nov. 1st, 1904, with 6 per cent interest. All of said notes bearing 8 per cent interest from maturity, and all payable at the Farmers National Bank, at Plain City, O. It is expressly agreed, by and between said grantor and grantee, that if any one of said notes, or the interest accrued thereon, shall not be paid within three days after falling due, then all of said notes remaining unpaid shall at once become due and payable, at the election of said grantee, Now if the said Abe Brown, his heirs or assigns shall well and truly pay the aforesaid sums of money and interest at the time and in the manner and form as above set forth, and shall keep and perform the covenants and agreements above contained, on his part to be kept and performed according to the true intent and meaning thereof, then this mortgage shall be void otherwise the same shall be and remain in full force and effect, and virtue in law. The plaintiff duly made oath to the amount secured by said mortgage and that it was taken in good faith to secure said notes, as required by law, and on the 28th, day of June 1901, filed the same with H. C. Ugor the township Clerk of Jerome Township in Union County, Ohio, It being the township in

which the defendant lives and the said property was situate at the time said mortgage was given. Said chattel mortgage has become absolute, the defendant failed to pay the note of $250, due Nov 1st, 1901 and the condition of said mortgage has been broken and said mortgage indebtedness has become due, and is now due and payable. Whereby the plaintiff is entitled to have the said mortgage foreclosed.

Eight Cause of Action: For its eighth cause of action against the defendant, the plaintiff says; That on the 30th day of August 1901, the defendant executed and delivered to the plaintiff his two promissory notes of that date and thereby, in each note promised to pay the plaintiff or order the sum of $175,00, the first note being due and payable Dec. 1st 1901, with 6 percent interest from date, and the other being due Dec. 1st 1902, with 6 percent interest from date, they being the same notes described in the same notes set forth in the second and fourth causes of action hereof, and to secure the payment of said notes as well as all the other notes mentioned herein the defendant on said date of August 30th 1901 executed and delivered to the plaintiff his certain Chattel mortgage a copy of which is hereto attached, in which it is set forth that in consideration of the sum of $1140,00 the defendant Abe Brown has granted, bargained, sold, assigned, transferred and set over, and by these presents, do grant, bargain, sell, assign transfer and set over unto the said grantee, its successors and assigns forever, the following described goods, chattles and property, now remaining in the possession of the grantor in Union County, Ohio to wit:

One 13, Horse Power Traction Engine, complete as made by Rudsell & Co.
One 36 inch Separator complete as made by Advance Thresher Co.
One Stacker complete as made by Newark Machine Co.
One Monitor No 2 Clover Huller complete as made by the Bundell Mfg. Co.
One Gray Horse 8 years old, One Bay Horse 7 years old, One Bay Mare 6 years old. Together with all the appurtenances belonging to or used in and about said machinery, and the earnings thereof. To have and to hold all and singular the goods chattles and property above granted, bargained and sold, or intended to be granted, bargained and sold unto the said grantee, its successors and assigns. The said Chattel mortgage was subject to the following conditions to wit; The condition of this mortgage is such, That whereas the said Abe Brown has executed and delivered to the said Robinson & Co six promissory notes, payable to Robinson & Co. or order viz.. $256.00 dated June 19th, 1901, due Nov. 1st 1901. $180.00 dated June 19th 1901, due Nov. 1st 1902 with 6 per cent inst. from date. $180.00 dated June 19th, 1901, due Nov. 1st, 1903, with 6 per cent interest from date. $180.00 dated June 19th, 1901, due Nov. 1st 1904, with 6 per cent inst. from date. $175.00 " August 30th 1901, " Dec 1st 1901 " " " " " " ". $175.00 " " " " " " " 1902 " " " " " " ". All of said notes bearing interest at 8 per cent from maturity and all payable at Farmers Natl. Bank at Plain City Ohio. It is expressly agreed by and between said grantor and grantee, that if any one of said notes, or the interest accrued thereon shall not be paid

within three days after falling due, then all of said notes remaining unpaid shall at once become due and payable, at the election of said grantee. Now if the said Abe Brown, his heirs or assigns shall well and truly pay the aforesaid sum of money, and interest at the time and in the manner and form as above set forth, and shall keep and perform the covenants and aguements above contained, on his part to be kept and performed, according to the true intent and meaning thereof, then this mortgage shall be void, otherwise the same shall be and remain in full force and virtue in law. The plaintiff made oath to the amount due upon said mortgage, and that it was taken in good faith as the law requires, and filed the same with the Clerk of Jerome Township Union County, Ohio, on the 6th day of Sept. 1901, the said Jerome, being the township in which the defendant resided and the property was situate at the time said mortgage was executed. The defendant failed to pay the note of $250.00 due Nov. 1st, 1901, and also failed to pay any part of the said note due Dec. 1st, 1901, given for the sum of $175.00 and by the express terms of said agreement and the condition in said mortgage all said notes became due and payable upon the failure to make payments as the notes became due. Whereby the conditions of the said mortgage has been broken, and the same has become absolute, Wherefore, plaintiff prays judgment against the defendant for the sum due on the note mentioned in his first cause of action, to wit: the sum of Two Hundred and Fifty Dollars, with interest at 8 per cent from the 1st day of November 1901, subject to a credit of $125 Nov. 21st 1901 and $66 Dec. 14th, 1901. And for judgment on the note mentioned in his second cause of action in the sum of $175.00 with interest at 6 per cent from Aug. 30. to Dec 1st and at 8 per cent from Dec. 1st, 1901, to date and judgment on the note mentioned in his third cause of action in the sum of $180, with interest at 6 per cent from June 19th. to date, and Judgment on his fourth cause of action in the sum of $175.00 with interest at 6% from Aug. 30th, 1901, to date, and judgment on the note set up in his fifth cause of action in the sum of $180.00 with interest at 6% from June 19th, 1901. And for judgment on the note set up in his sixth cause of action in the sum of $180.00 with interest at 6% from June 19th, 1901, making a total amount principle and interest for which the plaintiff asks judgment on all his causes of action in the sum of $1000.00, the Judgment to bear 8 per cent from date. The plaintiff further prays that the mortgages mentioned in its seventh and eighth causes of action may be foreclosed and the property therein described may be sold and the proceeds of said sale be applied to the payment of the said indebtiness, and judgment to be rendered and that execution may be awarded for any balance that may remain after exhausting the proceeds of said chattels, and for all such other and further relief as the nature of the case may require.

J. L. Cameron Attorney for Plaintiff

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The State of Ohio Union County ss: J.L. Cameron being first duly sworn says that he is the attorney for the plaintiff duly authorized, that the plaintiff is a corporation, and that affiant believes the facts stated and allegations made in the foregoing petition to be true.

J.L. Cameron.

Sworn to before me and signed in my presence this 25th. day of January 1902
(Seal) Chas. C. Penhorwood Clerk.

8027 Precipe

To the Clerk; Issue summons for the defendant Abe Brown, direct to the Sheriff of Union County, Ohio returnable according to law, Indorse, amout claimed for which judgment is asked $100.00 and the foreclosure of Chattel mortgage

J.L. Cameron Attorney for Plaintiff.

Exhibit "A."

$250.00 Richmond Ind. June 19th. 1901

On or before November 1st, 1901, the subscribers, jointly and severally, of Marysville, P.O. Union County, Ohio promise to pay to Robinson & Co or order Two Hundred and Fifty Dollars, payable at the National Bank at Plain City Ohio, for value received, with interest at 6 per cent from date, and 8 per cent interest after maturity, and I hereby authorize any attorney at law to appear for me in any action on this note, at any time after maturity, in any Court of Record in the State of Ohio, waive the issuing and service of proces against me and confess judgment in favor of the holder hereof against me for the amount which may be due, with costs of suit, and to waive and release all errors in said proceedings and petition in error.

Witness, George Durban. Abe his X mark Brown

The following credits appear on said note, paid Nov. 21st. 1901. $125.

Paid Dec. 14th. 1901. $66. There are no other credits.

"Exhibit B"

$175.00 Richmond Ind. August 30th 1901.

On or before December 1st. 1901, the subscribers, jointly and severally of Marysville P.O. Union County Ohio, promise to pay to Robinson and Co. or order One Hundred and Seventy Five Dollars, payable at the Farmers National Bank Plain City, Ohio. For value received, with interest at 6 per cent, from date and 8 per cent interest after maturity, and I hereby authorize any attorney at law to appear for me in any action on this note at any time after maturity thereof, in any Court of Record in the State of Ohio, waive the issuing and service of process against me and confess judgment in favor of the holder thereof, against me for the amount which may be due with costs of suit, and to waive and release all errors in the proceedings and petition in error.

Witness, E. Pitcher, J.R. Woods. Abe his X mark Brown

"Exhibit C"

$180.00 Richmond Ind June 19th, 1901

On or before November 1st 1902 the subscribers, jointly and severally, of Marysville P.O. Union County Ohio promise to pay to Robinson & Co. or order One Hundred and Eighty Dollars

payable at the Farmers National Bank, Plain City Ohio, for value received with interest at six percent from date and 8 percent after maturity, and I authorize any attorney at law to appear for me in any action on this note, at any time after maturity thereof, in any Court of Record in the State of Ohio, waive the issuing and service of process against me, and confess judgment in favor of the holder thereof against me for the amount that may be due, with costs of suit, and to release all errors in the proceedings and petition in error.

Witness: George Durban. Abe his X mark Brown.

"Exhibit D"

$175.00 Richmond Ind. August 30th 1901

On or before December 1st 1902, the subscribers, jointly and severaly of Maysville P.O. Union County, Ohio, promise to pay to Robinson & Co. or order, One Hundred and Seventy Five Dollars, payable at the Farmers National Bank Plain City Ohio, for value received with interest at six per cent from date and 8 per cent interest after maturity, and I authorize any attorney at law, to appear for me in any action on this note at any time after maturity thereof, in any Court of Record in the State of Ohio, waive the issuing and service of process against me and to confess judgment in favor of the holder thereof against me for the amount which may be due with costs of suit and to waive all errors in the proceedings and petition in error.

Witness, E. Pitcher, J.R. Woods. Abe his X mark Brown

Exhibit E.

$180,00 Richmond Ind. June 19th. 1901.

On or before November 1st 1903, the subscribers jointly and severally of Marysville P.O. Union County Ohio promise to pay to Robinson & Co. or order One Hundred and Eighty Dollars payable at the Farmers National Bank Plain City Ohio, for value received with interest at six percent from date, and 8 percent after maturity, and I authorize any attorney at law to appear for me in any action on this note at any time after maturity thereof, in any Court of Record in this State of Ohio waive the issuing and service of process against me and confess judgment for the amount which may be due, with costs of suit, and waive all errors in said proceedings and petition in error.

Witness George Durban. Abe his X mark Brown

"Exhibit F"

$180,00 Richmond Ind. June 19th. 1901.

On or before November 1st 1904, the subscribers, jointly and severally of Marysville P.O. Union County, Ohio, promise to pay to Robinson & Co. or order, One Hundred and Eighty Dollars, payable at the Farmers National Bank Plain City, Ohio, For value received, with interest at six per cent from date, and 8 per cent after maturity and I hereby authorize any attorney at law to appear for me in any action on this note, at any time after the maturity thereof, in any Court of Record in the State of Ohio, waive the issuing and service of process against me and confess judgment in favor of the holder hereof, against me for the amount that may be due, with costs of suit, and to waive

all errors in the proceedings and petition in error.
Witness George Deuban. Abe his X mark Brown

"Exhibit 6"

Known all men by these presents, that Abe Brown of the County of Union State of Ohio, the Grantor for the consideration of Seven Hundred and Ninety Dollars ($790.00) received to his full satisfaction of Robinson & Co. a corporation duly organized under the laws of Indiana of Richmond Wayne County, Indiana the Grantees, have granted bargained sold, assigned transferred and set over, and by these presents do grant bargain, sell, assign, and set over unto the said Grantees its successors and assigns forever the following described goods, chattels and property now remaining and being in his possession and free from any incumbrance located in Union Co. Ohio to wit: One 13 Horse Power Traction Engine complete as made by Russell and Co. & furnished by Robinson & Co. One 36" Separator complete as made by the Advance Thresher Co. One Stacker complete as made by the Newark Machine Co. One Hook Saw, One Gray Horse 8 years old, height 15 H.H. weight 1260 named Jack, One Bay Horse " 7 " " " 14½ " " " 1100,
" Lee " " Mare 6 " " " " " " 1300,
" Molly, and for the purpose of obtaining credit of Robinson & Co. to the amount of the note herein described, said Abe Brown hereby certifies that the above property is owned by him, and is free from any lien or encumbrance exept to Robinson & Co. together with all the appurtenances beloging to or used in and about said machinery, and the earnings thereof. To have and to hold all and singular the goods, chattles and property granted, bargained and sold or intended to be granted bargained and sold unto the said Grantees, its successors and assigns. The conditions of this mortgage is such that whereas the said Abe Brown has executed and delivered to the said Robinson & Co. four certain promissory notes payable to Robinson & Co. or order viz:
$250,00 dated June 19th, 1901, due Nov. 1st 1901 with interest 8 per cent per annum from date. $180,00 dated June 19th 1901 due " " 1902 " " " 6 " " " "
" " $180.00 " " " " " " " " 1903 " " " " " " " "
" " $180,00 " " " " " " " " 1904 " " " " " " " "
" " All of said Notes bearing 8 percent interest from maturity, and all payable at Farmers National Bank at Plain City Ohio. It is expressly agreed by and between said Grantor and Grantees, that if any one of said Notes, or the interest accrued thereon, shall not be paid within three days after falling due, then all of said notes remaining unpaid shall at once become due and payable at the election of said grantees. Now if the said Abe Brown, his heirs or assigns shall well and truly pay the aforesaid sum of money and interest at the time and in the manner and form as above set forth, and shall keep and perform the covenants and agreements above contained, on his part to be kept and performed, according to the true intent and meaning thereof then this mortgage shall be void; otherwise the same shall be and remain in full force and virtue in law. And the said Grantor does hereby covenant and agree to and with the said Grantees its successors and assigns, that in case default shall be made in the payment of the sum of money above mentioned or in the performance of any of

the above mentioned covenants at the time limited for such payment or performance; or in case the Grantor shall commit any waste or nuisance, or attempt to secrete or remove the above described goods or chattels or any part thereof; or if the said Grantee, its successors or assigns shall at any time before said sum of money becomes due, deem it necessary for its more complete and perfect security, the said Grantee its successors or assigns, or its agent or attorney are hereby authorized and empowered, with or without the aid and assistance of any person or persons, to enter the dwelling house, store or other premises of said grantor or such other place or places as the said goods or chattels are or may be placed, and take and carry away said mortgaged property, and sell and dispose of the same at public auction or private sale and out of the money arising therefrom to retain and pay the said indebtedness above mentioned and all charges touching the same, or to retain a sufficient amount of money, arising from such sale, necessary to indemnify the said Grantee for any damages by it sustained by reason of the violation of any of the aforesaid covenants. on the part of the Grantor, rendering the overplus (if any) to the said Grantor his heirs or assigns, and until default shall be made in the payment of said indebtedness, or breach shall have been made in the performance of any of said covenants on the part of said Grantor, the said Grantor to remain and continue in the quiet and peaceable possession of the said goods or chattels, and in the full and free enjoyment of the same. In Witness Whereof I hereunto set my hand and seal the 20th day of June in the year of our Lord one Thousand nine hundred and One.

Signed, sealed and acknowledged in the presence of Cephas Atkinson J. R. Woods. Abe his X mark Brown [L.S.]

Witness George Burbon [L.S.]

The State of Indiana Wayne County ss:

W. P. Robinson of Robinson & Co. the mortgagee being duly sworn upon his oath, that the within named Mortgagor Abe Brown, is indebted to Robinson & Co. in the sum of Seven hundred and ninty Dollars that the said claim is just and unpaid: and that to secure the payment of the same, the within Mortgage has been executed to it in good faith.

W. P. Robinson.

Sworn to and Subscribed in my presence by W. P. Robinson this 25th day of June A.D. 1901,
(Seal). S. Ed. Hill, Notary Public.

"Exhibit C."

Known all perons by these presents: That Abe Brown of the County of Union State of Ohio, the Grantor for the consideration of Eleven hundred and forty Dollars ($1140.00) received, to his full satisfaction of Robinson & Co. a corporation duly organized under the laws of Indiana, of Richmond Wayne County Indiana the Grantee, have granted, bargained, sold, assigned, transferred and

set over and by these presents do grant, bargain, sell, assign, transfer and set over, unto the said Grantee, its successors and assigns forever, the following described goods, chattels and property now remaining and being in his possession and free from any encumbrance in Union County Ohio to wit:- One 13 H.P. traction engine complete as made by Russell & Co. One 36 inch separator complete as made by Advance Thresher Co. One stacker complete as made by Newark Machine Co. One Monitor Jr. No 2. Clover Huller complete as made by the Birdsell Mfg. Co. One Gray horse 8 years old, height 15 hands, weight 1260 lbs. named Jack. One Bay horse 7 years old height 14½ hands " 1100 " " Lee, " " Mare 6 " " " " " " 1300 " " Molly. In order to obtain credit to amount of notes described below said Abe Brown, herein certifies that above described Chattles are owned by him and free from any lien or incumbrance except to Robinson & Co. Together with all the appurtenances belonging to or used in and about said machinery, and the earnings thereof. To Have and to Hold all and singular the goods, chattels and property above granted, bargained and sold, or intended to be granted, bargained and sold unto the said Grantee, its successors and assigns. The condition of this Mortgage is such, that Whereas the said Abe Brown, has executed and delivered to the said Robinson & Co. six certain promissory notes, payable to Robinson & Co or order viz; $250,00 dated June 19th, 1901, due Nov. 1st, 1901, with interest at 8 per cent from date
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$175.00 " " " " " " " " 1902 " " " " " " " ".
All of said notes bearing 8 per cent interest from maturity, and all payable at Farmers Nat. Bank at Plain City Ohio, It is expressly agreed by and between said Grantor and Grantee, that if any one of said Notes, or the interest accrued thereon, shall not be paid within three days after falling due then all of said notes remaining unpaid shall at once become due and payable, at the election of said Grantee. Now if the said Abe Brown his heirs or assigns shall well and truly pay the aforesaid sum of money and interest, at the time and in the manner and forms above set forth, and shall keep and perform the covenants and agreements above contained, on his part to be kept and performed, according to the true intent and meaning thereof, then this mortgage shall be void; otherwise the same shall be and remain in full force and virtue in law. And the said Grantor does hereby covenant and agree to and with the said Grantee, its successors and assigns, that in case default shall be made in the payment of the sum of money above mentioned, or in the performance of any of the above mentioned covenants, at the time limited for such payment or performance; or in case the said Grantor, shall commit any waste or nuisance, or attempt to secrete or remove the above described goods or chattels, or any part thereof; or if the said Grantee, its successors or assigns

shall at any time before said sum of money becomes due, deem it necessary for its more complete and perfect security, the said Grantees, its successors or assigns, or its agent or attorney are hereby authorized and empowered, with or without the aid and assistance of any person or persons, to enter the dwelling house, store or other premises of said Grantor, or such other place or places as the said goods or chattels are or may be placed, and take or carry away said mortgaged property, and sell and dispose of the same at public auction or private sale, and out of the money arising therefrom to retain and pay the said indebtedness above mentioned, and all charges touching the same, or to retain a sufficient amount of money arising from such sale, necessary to indemnify the said Grantees for any damages by it sustained by reason of the violation of any of the aforesaid covenants on the part of the Grantor, rendering the overplus (if any) to the said Grantor his heirs or assigns; And until default shall be made in the payment of said indebtedness, or breech shall have been made in the performance of any of said covenants, on the part of said Grantor, the said Grantor to remain and continue in the quiet and peaceable possession of the said goods and chattels, and in the full and free enjoyment of the same.

In Witness Whereof, I hereunto set my hand and seal, the 30th day of August in the year of our Lord, One Thousand nine Hundred and One,

Signed, sealed and acknowledged in the presence of. J. R. Woods. E. Pitcher. } Witness

Abe his X mark Brown [L. S.]
J. R. Woods [L. S.]

The State of Indiana Wayne County ss:

W. P. Robinson of Robinson & Co. the mortgagee being duly sworn upon his oath, says that the within named Mortgagor Abe Brown is indebted to Robinson & Co. in the sum of Eleven hundred and forty dollars; that the said claim is just and unpaid; and that to secure the payment of the same the within Mortgage has been executed to it in good faith.

W. P. Robinson

Sworn to before me and subscribed in my presence by W. P. Robinson this 4th day of September A. D. 1901.

(Seal)

G. Ed. Hill Notary Public

8027 Summons

Issued 25th day of Jan. 1902. Returned and filed Jan 28th 1902.

The State of Ohio, Union County.

To the Sheriff of Union County, You are hereby commanded to notify Abe Brown, that he has been sued by Robinson and Company in the Court of Common Pleas of Union County and must answer by the 22nd day of Feb. 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 3rd day of Feb. A. D. 1902. Witness my hand and the seal of said Court this 25th day of Jan. A. D. 1902.

(Seal)

Chas. C. Parkinwood Clerk

Endorsement: Foreclosure of chattel mortgage.
Sheriffs Return: The State of Ohio Union County ss. Received this writ Jan 25th A.D. 1902. at 8, oclock P.M. and served same by personally handing to the within named Abe Brown a true and certified copy of this writ Jan. 27th 1902.
Sheriffs Fees $1,66. S. F. Burnham Sheriff

8027 Motion

Robinson & Co:
Vs. Court of Common Pleas Union County Ohio
Abe Brown: Feb 22nd. 1902.

This day on motion of defendant by counsel, the Court grants leave to defendant to answer by March 1st. 1902. and Cause continued.

8027 Answer

Robinson & Co:
Vs Court of Common Pleas Union County Ohio
Abe Brown: Filed Mar. 18th. 1902.

The defendant herein for answer says he admits he signed the notes sued on in this action but denies he is indebted to said plaintiff in any way or in any amount, and denies he gave mortgage as set out in said petition, or that he gave mortgage to said defendant for any amount or on any property in any way. and said defendant denies each and every other allegation in said petition Second defense: Defendant says sometime in June 1901, he entred into a contract with George Kurban agent for plaintiffs in this action, and by the terms of said agrument he this defendant was to get an engine and Clover Huller from this plaintiff, which Engine and Clover Huller were warranted to be first Class in every particular to do first class work, as good work as any Machine on the market. Said Engine and Clover Huller were to be first class in all of their parts and to be without defects, for which said defendant gave this plaintiff an old Engine valued at $150,00 and the notes sued on in this action; and it was further agreed by said Kurban agent of this plaintiff that in case said Engine or Clover Huller failed to do good work or if said Engine or Clover Huller were not of good material in all their parts, or in case of any defects in its ability to do work or its manner of doing work, or any defects in the material, then this plaintiff would replace said Engine & Clover Huller or either of them with another Machine that would do as represented by said Kurban, or repair the Engine & Clover Huller first sold so as it should do as above set out. and in case said plaintiffs failed in any of the above agreements, then said plaintiffs agreed to give up said notes, and take said Engine & Clover Huller back and make said defendant whole. Wherein fact said Engine and Clover Huller were entirely worthless for the uses sold, and intended. Defendant at once notified said Kurban agent of This plaintiff & said Kurban agent of this plaintiff, came to this defendant and asked this defendant to have one Richard Turner come & repair said Engine and that said plaintiff would pay for same.

said defendant secured the services of said Turner under the directions of said Durban & he came and made repairs directed by said Durbans and yet said Engine and clover Huller were of no account and worthless to this defendant & this defendant told said Durban agent of this plaintiff to come and take this machinery to wit: Engine and clover Huller and give up said notes which said Durban or this plaintiff have failed to do said Engine & clover Huller have failed to be of the material warranted by this plaintiff and has wholly failed to do the work as warranted by this plaintiff. said defendant says that by reason of said Engine and clover Huller having failed to do and perform the work as warranted, & by reason of the failure of the said Engine & clover Huller not being of the material as warranted by this plaintiff to be, this defendant has been damaged in the sum of $150,00 value of old machine, also $50,00 money expended by order of said plaintiff in repairing said Engine, also $18 freights on said machinery also $7,00 loss of time of hands in trying to work said Engine & clover Hullers also $50,00, 25 days @ $2,00 per day time lost by this defendant in trying to work said Engine and in repairing the same, Wherefore defendant prays that the notes sued on in this action may be cancelled and that this defendant may have judgment against this plaintiff in the sum of $325,00 and interest at 6% from March 17th, 1902. Third defense:— Defendant says he purchased said Engine & clover Huller for the purposes of hulling clover, running a separator, operating a corn Shredder and a wood saw, for the general public. And said Durban agent of this plaintiff at the time he made the agreement hereinbefore set out, knew what said Machinery was intended for, that this defendant did solicit a large amount of work from the public, that said defendant was by reason of the defects in said machinery deprived of their use with the public, for the purposes aforesaid, and also of the profits by the said use in the sum of $300,00 his damage. Wherefore defendant prays as in his second defense and also for judgment in his third defense, in the sum of $300,00 and interest at 6% from March 17—1902. That said notes be cancelled & that this defendant may have judgment in the sum of $625,00 and interest at 6% from March 17—1902.

W. H. Ayers, and W. T. Hoopes Atlys. for defendant,

State of Ohio, Union County ss:

Abe Brown being duly sworn says, that the allegations and facts in the foregoing answer are as he believes true.

Attest: D. H. Moore. Abe his X mark Brown

Sworn to and subscribed in my presence this 17th day of March 1902,

(Seal) W. M. Titsworth Notary Public

8027 Demurrer

8027 Motion

Robinson & Co.

vs In Court of Common Pleas Union County Ohio.

Abe Brown Filed Mar. 22nd 1902.

The plaintiff moves the Court for an order striking out of

8027 Motion

the first defense in the defendant's answer the words and figures following. "But denies he is indebted to said plaintiff in any way or in any amount"; For grounds of his motion the plaintiff says the matter asked to be stricken out is not a defense to the petition and is prejudicial matter. Second; The plaintiff moves the Court for an order requiring the defendant to make his second defense more definite and certain to wit; That he state Clearly the contract between himself and the plaintiff in regard to the purchase of said engine and also in regard to the purchase of said clover Huller, and whether they were bought as one contract or seperate contracts, and whether his Contract & purchase was verbal or in writing. 2, That he state specificially the defects he claims to have been in the engine, and when such defects were discovered, by him and what notice if any he gave the plaintiff of such alleged defects. That he state specifically what defects if any he found in the clover huller, and which said defects were by him discovered. That he state to whom he paid the $50, in money for repairs as claimed in his answer. That he state the length of time said engine was in use by him, and the length of time he used the clover huller, and what work he did with each of said machines.

J.L. Cameron Attorney for Plaintiff.

8027 Demurrer

Robinson & Co.
Vs Court of Common Pleas Union County Ohio.
Abe Brown. Filed Mar. 22nd 1902.

Now comes the plaintiff and demurs to the third defense set up in the answer of the defendant and for grounds of demurr says, that facts sufficient to constitute a defense to the petition are not in said third defense contained. That facts sufficient to entitle the defendant to the relief by him demanded are not in the said third ground of defense contained. That the facts stated in the said third defense are not sufficient to make a defense to the petition or entitle the defendant to the relief asked.

J.L. Cameron Attorney for Plaintiff.

Robinson & Co
Vs Court of Common Pleas Union County Ohio
Abe. Brown Filed Mar. 24th 1902

Now comes the defendant and moves the Court to require the plaintiff to secure the costs in this action, for the reason plaintiff is not a resident of the County of Union or State of Ohio

D.W. Ayers & W.T. Hoops Attys for Defts.

8027 Motion

Robinson & Co.
Vs Court of Common Pleas Union County Ohio.
Abe Brown. Filed Mar 27th 1902.

On motion of plaintiff, leave is granted to it to withdraw from the petition the prayer therein contained for a personal judgment against the defendant which is accordingly done, And on like motion leave is granted the plaintiff to amend

The prayer of its petition by asking that an account may be taken of the money due and secured by the said Chattel mortgages, which is also done accordingly.

8027 Entry

Robinson & Co.
Vs. Court of Common Pleas Union County Ohio.
Abe Brown. March 27th 1902.

This day came the parties and this cause came on to be heard upon the demurrer of the plaintiff, to the third ground of defence set up in the answer of the defendant, and the same was argued by Counsel and submitted to the Court; On consideration whereof the Court sustains said demurrer, to which ruling of the Court the defendant excepts. Thereupon this cause came on to be further heard upon the motion of the defendant, to strike from the first defence to the said answer the following words namely," But denies he is indebted to said plaintiff, in any way or any amount" which motion was sustained by the Court. To which ruling the defendant excepted; This cause came on to be further heard upon the motion of the plaintiff to require the defendant to make the second defence set up in his answer more definite and certain, which motion the Court overruled, and the plaintiff excepted. Thereupon the defendant asked and had leave of the Court to file an amended answer by noon Saturday March 29th.

8027 Reply.

Robinson & Co.
Vs Court of Common Pleas Union County Ohio.
Abe Brown. Filed March 29th 1902.

Now comes the plaintiff and for its reply to the answer of said defendant says; That it admits that the notes mentioned in its second and for the causes of action were given for a clover huller, & the other notes were given for an engine; Said engine was purchased about the 19th day of June 1901, and at that time there was no talk between plaintiff and defendant about the clover huller; the purchase of the clover huller was a separate transaction and there was no warranty whatever on the clover huller, but it was purchased by the defendant after his personal inspection and without warranty of any kind. The only warranty placed upon the engine was as follows, "The engine is warranted to be well built of good materials, and with proper management capable of developing the horse power at which it is rated; and the said warranty was subject to the following conditions to wit: That if inside of ten days from the day of first use of said machinery, it shall fail to fill the warranty, written notice shall be immediately given by the purchaser to Robinson & Co. at Richmond Indiana by registered letter, and written notice also to the local agent through whom the same was ordered, stating particularly what parts and in what way it fails to fill the warranty, and a reasonable time allowed the company to get a man or men to the machine to remedy the defect (if any there be) the purchaser to render all friendly assistance and co-operations in making

8027 Entry

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8027 Amendment to reply.

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the machinery a practical success, failure to give the written notice as provided, or failure to render friendly assistance shall be a waiver and release of the warranty, without in any way effecting the liability of the purchaser for the price of the machinery or the notes given therefor". It was also provided that use of the machinery for ten days after starting shall be conclusive evidence that it fulfilled the warranty. The defendant used said engine for threshing wheat during the months of July and August 1901, and after the wheat threshing season was over, purchased the clover huller, and he never gave any written notice to the plaintiff, or to its agent through whom the engine was purchased of any defects therein; He used the engine continuously for more than ten after starting without making any objections to it or complaints about it. Wherefore the plaintiff says that the terms of the warranty as made were fully satisfied. The plaintiff denies each and every allegation and averment in the answer contained and not herein expressly admitted.

J. L. Cameron Attorney for Plaintiff.

The State of Ohio, Union County ss.

J. L. Cameron being first duely sworn says that he is the attorney for the plaintiff duly authorized, that the plaintiff is a corporation, and that the plaintiff believes the allegations made in the foregoing reply to be true.

J. L. Cameron.

Sworn to before me and signed in my presence this 29th, day of March 1902.

(Seal) Chas. Denhorwood Clerk.

8027 Entry

Robinson & Co.
vs
Abe Brown

Court of Common Pleas Union County Ohio.
Filed Apr. 7th. 1902

This day on motion to the court leave was granted the plaintiff to file an amendment to its reply and the same was filed.

8027 Amendment to reply.

Robinson & Co.
vs.
Abe Brown:

Court of Common Pleas Union County Ohio.
Filed Apr 7th. 1902

Now comes the plaintiff and by leave of the court makes the following amendment to its reply to be inserted immidately after the sentence- " It was also provided that the use of the machinery for ten days after starting shall be conclusive evidence that it fulfilled the warranty" The contract for the sale of said engine was in writing, and in addition to the foregoing provisions said contract contained the following provisions The failure of any separate part or attachment shall not effect the contract or liability of the purchaser for any other separate part or attachment which are not defective All pieces which may break because of flaws in material in machinery above ordered, will be replaced at factory free of charge except freight. This amendment to be a part of said reply and inserted in the same as above indicated

J. L. Cameron Atty. for Plaintiff

The State of Ohio, Union County ss.
J.L. Cameron being sworn says he is the attorney for the plaintiff duly authorized, that the plaintiff is a corporation, and that the facts stated in the foregoing amendment to plaintiff's reply are true as affiant believes.
J.L. Cameron.
Sworn to before me and signed in my presence this 4th day of April 1902
(Seal) Chas C. Penhorwood Clerk.

8027 Entry.

Robinson & Co.
Vs Court of Common Pleas Union County Ohio.
Abe Brown; June 9th 1902.

This cause now coming on to be heard, and a Jury having been waived, was submitted to the Court upon the pleadings and the evidence; and the Court having heard the evidence in part adjourned the further hearing of this cause until tomorrow morning at 9, o'clock A.M.

8027 Entry

Robinson & Co:
Vs Court of Common Pleas Union County Ohio.
Abe Brown; June 10th 1902.

This day came the parties and their attorneys and settled this cause as follows: 1st The defendat is to pay the plaintiff the sum of One hundred dollars, and the same is paid, 2nd: The defendant is to turn over and deliver to the plaintiff all the property named in Chattel mortgage (except three head of horses) which the defendant is to have and retain; 3rd. The plaintiff is to deliver to the defendant the notes sued for in the petition 4th: Each party is to pay costs made by it,
5th: This agreement approved by the Court, and it is ordered and adjudged that the defendant deliver to the plaintiff all the property described in the chattel mortgage except the horses. and it is further adjudged that the plaintiff deliver to the defendant notes described in the petition, and it is further adjudged that the plaintiff pay the costs made by it including its witnesses, and the defendant pay the costs made by him including his witnesses and execution is ordered for costs.

Attest Chas C. Penhorwood Clak
by Deputy.

8058 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 March Term A.D. 1902. Be it remembered that heretofore to wit, on the 7th day of April 1902, the following petition was filed with the Clerk of said Court to wit.

8058
Petition

Trustees of Claibourne Township, Union County Ohio. Plaintiffs
vs
Court of Common Pleas Union County Ohio.
William C. Tanner, Charles Tanner, Rebecca J. Thompson, and the Trustees of the Bethlehem Society of the Methodist Protestant Church of the Richwood Circuit of Union County Ohio, being for the present J. K. Sangstaff, Adam M. Hoover, John Smart, William Hile and Henry J. Brooks. } Defendants.

Plaintiffs are the owners in fee simple and are in actual possession of the following described real estate to wit: Situate in the Township of Claibourne, in the County of Union and in the State of Ohio, and in Virginia Military Survey No. 6293, and described as beginning at an angle in the Richwood and Pharisburg Pike, to wit, at the intersection of the East line of said Pike extending South from Richwood and the line of the south side of said Pike; Thence S. twenty five degrees and twenty minutes E. thirty nine (39) poles and twelve (12) links in line with the east line of said road, thence South fifty six degrees W. thirty one (31) poles and three (3) links to a stake; Thence N. forty four degrees W twenty two (22) poles and three (3) links; thence twenty five degrees and twenty minutes W. seventeen (17) poles and ten (10) links to a stake in the middle of the road near the Fulton Creek Bridge; thence N. fifty nine degrees and thirty minutes E. forty (40) poles and sixteen (16) links, along the middle of said road to the beginning. Containing eight and one fifth acres of land. The defendants William C. Tanner, Charles Tanner, and Rebecca J. Thompson, as heirs at law of Jacob Sidle, deceased, a former owner of said premises, and the said Bethlehem Society of the Methodist Protestant Church, and its said trustees on its behalf, as donee and beneficiary of said Jacob Sidle and on account of former occupancy, Claim some estate title or interest adverse to plaintiffs' rights in and to one acre of ground, undetermined by metes and bounds, but being contained within and a part of said above described tract of land. Plaintiffs allege that said Jacob Sidle, deceased, more than forty years ago donated said one acre of ground to said religious society for church and cemetery purposes, and that it was for many years thereafter used and occupied by said society for said purposes with his full knowledge and consent, and is now almost completely covered with graves. That on the 24 day of April A.D. 1873, plaintiffs predecessors in office purchased said tract of land herein described and received a deed therefor conveying to them the title in fee simple thereto, subject only to the rights of said

society in said portion thereof; that since said date the whole of said tract of land has been continuously used and occupied as land for a public cemetery, and plaintiffs have, with the full knowledge and consent of said society and its trustees and members, exercised exclusive control over said premises in protecting and caring for the lots, monuments, trees and vegetation thereon and in maintaining all proper and attractive condition for cemetery purposes, and has had the sole and undisturbed occupancy thereof, subject only to the right of said religious society to occupy it as a church site and to hold its meetings thereon, that said religious society previous to the 8th day of July, A.D. 1893, abandoned, released and transferred to the plaintiffs' predecessors in office all their right, title, interest and estate in said one acre of ground in exchange for another church site duly conveyed by said township trustees, to the trustees of said society on said date, which site they had previously erected their church building upon and have ever since continuously occupied and used as and for a church site and place for congregating and holding their meetings. Wherefore plaintiffs claim that defendants, each and all, are estopped from claiming any interest, title or estate in said real estate, or any portion thereof, adverse to the plaintiffs' rights; and ask that their said claims may be adjudged to be null and void and the plaintiffs title quieted against the same.

John F. Millar Attorney for Plaintiffs

8058
Affidavit

State of Ohio, Union County ss:

N.S. Stiles, C.P. Sidle, and C.F. Cox being first duly sworn, each for himself says that they are the plaintiffs in the above entitled action, and that the facts stated and allegations made in the foregoing petition are, as he verily believes, true.

C.P. Sidle, N. S. Stiles, C.F. Cox.

Sworn to before me and subscribed in my presence this 7th day of April A.D. 1902.

(Seal)

John F. Millar Notary Public.

8058
Precipe.

To the Clerk of said Court; Issue summons, directed to the Sheriff of Union County, for the defendants J.K. Langstaff, Adam W. Hoover, John Smart, William Stite and Henry J. Brooks, as trustees of The Bethlehem Society of the Methodist Protestant Church of the Richwood Circuit of Union County, Ohio returnable according to law.

John F. Millar Attorney for Plaintiffs.

8058
Legal Notice

8058
Summons

Issued April 7th 1902 Returned and filed April 12th, 1902.

The State of Ohio, Union county ss.

To the Sheriff of the county of Union, Greeting; We commond you to notify J.K. Langstaff, Adam W. Hoover, John Smart William Stite and Henry W. Brooks, as Trustees of the Bethlehem Society of the Methodist Protestant Church of the Richwood Circuit of Union county Ohio, that they have been sued by The Trustees of Claibourne Township, Union County Ohio 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 said Plaintiffs against them 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 21st. day of April A.D. 1902.

Witness my hands and the seal of said Court, this 7th day of April A.D. 1902.
(Seal) Chas. C. Penhorwood Clerk.

Endorsements: Sequiet Title. Sheriff's Return.
The State of Ohio Union County ss: Received this Writ April 8th. A.D. 1902, at 8, o'clock A.M. and pursuant to its command, on the 11th. day of April A.D. 1902, I served the same by personally handing to William Hite and Henry M. Brooks, and by leaving at the usual places of residence of J.K. Langstaff, Adam M. Hoover, and John Smark, true and certified copies of this writ, with all the endorsements thereon.
S.F. Burnham Sheriff
Sheriff's fees $4.10 By Allen Haines Deputy.

8058
Affidavit

The Trustees of Claibourne Township,
Vs
Court of Common Pleas Union County Ohio.
William C. Tanner et.al Filed Apr. 7th 1902.

State of Ohio, Union County ss: John F. Millar, being first duly sworn, says that he is the attorney for the plaintiffs in the above entitled action, duly authorized in the premises: that said action is one of a nature mentioned in section No 5045 of the Revised Statutes of Ohio; that service of summons on the defendants William C. Tanner, Charles Tanner and Rebecca J. Thompson cannot be made in this State, they being non-residents thereof; that said William C. Tanner is a resident of the Village of Piper Kansas; and affiant is informed, but not reliably, that said Charles Tanner and Rebecca J. Thompson reside in Kansas City Mo.
John F. Millar
Sworn to before me and subscribed in my presence this 7th day of April A.D. 1902.
(Seal) Chas. C. Penhorwood Clerk.

8058
Legal Notice

William C. Tanner, who resides in the Village of Piper in the County of Wyandot, in the State of Kansas, and Charles Tanner and Rebecca J. Thompson, whose places of residence are unknown but who are thought to reside in Kansas City Missouri, will take notice that the undersigned trustees of Claibourne Township, Union County Ohio have commenced an action in the Common Pleas Court of Union County Ohio, in which they with others are made parties defendant; and that said trustees have filed their petition in said court in said action in which they allege that said parties defendant herein named, claim some title interest or estate, adverse to the plaintiffs rights in and to a portion of the following described real estate to-wit:
(for description see plaintiffs petition)

Plaintiffs further allege in said petition that they are in possession of said real estate and are the exclusive owners thereof and that said defendants have no title, interest or estate in or to the same or any portion thereof, and pray that the claims of said defendants be adjudged null and void and that the plaintiffs' title to said real estate be quieted as against the same. Said defendants are required to answer said petition on or before the 19th day of May 1902, or the allegations therein made will be taken to be true and the plaintiffs title to said real estate duly quieted accordingly by decree of Court.

John F. Millar Attorney
for said Trustees.

C. D. Sidle
H. S. Stiles
C. F. Cox. } Trustees of Clairbourne Township.

8058 Proof of Publication.

State of Ohio, Union County ss
I, George H. Worden, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 10th, day of April 1902, and continued therein six consecutive times, during all of which times said newspaper was printed and in general circulation in said county.

George H. Worden.

Sworn to and subscribed before me, this 9th, day of June 1902.
(Seal.) Printer's fee $2.70 probate 25¢ J. F. Millar Notary Public

8058 Entry

Trustees of Clairbourne Township
Vs. Court of Common Pleas Union County Ohio
William C. Tanner et al. June 10th, 1902.

The plaintiffs herein appearing by their attorney, John F. Millar, this cause came on and was heard upon the petition and the evidence and argument of said counsel; and the court upon due consideration thereof, finds that the defendants William C. Tanner, Charles Tanner and Rebecca J. Thompson are non residents of this State, and that they have been duly served by publication in the manner provided by law for constructive service upon non residents; and that the other defendants are residents of this county and have been duly served with summons herein; and that each and all of said defendants are in default for answer and demurrer to the petition herein. The Court further finds from the evidence that the allegations of the plaintiffs petition are true, that at the time of the commencement of this action the plaintiffs were in possession of the real property described in the petition, and that they had and hold the legal estate therein, and were and are entitled to the possession thereof; and that neither the defendants, nor any of them, have any estate in, nor are they or any of them entitled to the possession of, said real estate or any part thereof; and that plaintiffs ought to have their title and possession quieted as against each and every one of said defendants, as prayed for in their petition herein: It is therefore ordered and adjudged and decreed by the Court that the title of the plaintiffs to and their possession of

the premisis in the petition described be, and the same hereby are, quieted as against the defendants, and each of them and all persons claiming under them, or any of them; and the said defendants, and each and every one of them, and all persons claiming under them or any of them, are hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of the plaintiffs, or their successors or assigns, thereto, or in any manner interfering with their use, control and management thereof it is ordered that plaintiffs pay the costs herein, taxed at $

Attest Chas C. Penhorwood Clerk
By 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 March Term A. D. 1902. Be it remembered that heretofore, to wit, on the 10th day of June, 1902, the following petition was filed with the Clerk of said Court to wit.

8080 Petition.

The Union Banking Co. Plaintiff.
vs. Court of Common Pleas Union County Ohio.
J. F. Gregg, James Herd and James O'Brien } Defendants

There is due the plaintiff from defendants on a certain promissory note, which with all credits and endorsements thereon is hereto attached, marked Exhibit "A," and made part of this petition, the sum of Two hundred and two and 92/100 dollars, which he claimes with interest at the rate of 8 percent. per annum, from the 16th. day of November A. D. 1897, Wherefore plaintiff prays judgment against said defendants for the said sum of two hundred and two 92/100 dollars, with interest thereon, at the rate of 8 per cent. per annum, from the 16th day of November A. D. 1897, and for costs of suit.

F. J. Ballinger Attorney for plaintiff

Exhibit A.

$202 92/100 Marysville, O. Augt. 18th 1897.

Sixty days after date, for value received we or either of us promise to pay to The Union Banking company, or order, at the Banking House of said company at Marysville, Ohio, Two hundred and two and 92/100 Dollars with interest at 8 percent. after maturity. And we hereby authorize any Attorney-at-Law, to appear for us or any of us, in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and process of service against us or either of us, and confess Judgment in favor of the said The Union Banking company against us or either of us, for the amount that may be due thereon, with costs of suit, and to waive and release all errors in said proceedings, petition in error, and the right of appeal from the judgment rendered.

Witness our hands and seals this of A. D. 189

J. F. Gregg (seal)
James Herd (seal)
Jas O'Brien (seal)
by M. P. O'Brien

No 10436 - Due Nov 16/97.

State of Ohio, Union County ss:

F. J. Ballinger 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.

F. J. Ballinger.

Sworn to before me and signed in my presence this 10th day

8080 Answer

8080 Entry.

of June 1902.
(Seal) Chas C. Penhorwood Clerk.

8080 The Union Banking Co
Answer vs. Court of Common Pleas Union County Ohio
J. F. Gregg et. al. Filed June 10th 1902

I James McCampbell an attorney at law in the several courts of record of this State, by virtue of the warrant of attorney annexed to the foregoing petition, do hereby enter the appearance of said defendant in this suit, and waive the issuance of service and process hereon and confess judgment in favor of said plaintiff against said defendant, on the note attached to said petition, for the sum of Two hundred and seventy seven and 7/00 dollars, being the amount appearing due for principal and interest on said note, and also for cost of suit herein, and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

James McCampbell Attorney for defendant.

8080 The Union Banking Co.
Entry. vs. Court of Common Pleas Union County Ohio.
J. F. Gregg, Et al,

This day came the plaintiff by its attorney; also came James McCampbell, an attorney at law of this Court, on behalf of the defendants, and by virtue of a warrant of attorney, duly executed by said defendants, and now produced in the Court, and a copy of which is filed with the Clerk of this Court, Entered the appearance of said defendants, waived the issuance and service of process in this action, and with the assent of the plaintiff confessed that the said defendants, are justly indebted to the said plaintiff in the sum of Two hundred and seventy seven 7/100 dollars, and also released and waived all exceptions, errors and right of appeal herein. It is therefore considered by the Court, that the said plaintiff recover from said defendants the said sum of Two hundred and Seventy seven 7/100 dollars, together with the costs herein expended, taxed at $.

Attest Chas. C. Penhorwood Clerk
By Deputy.

Plea Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Hon. Duncan Dow. Judge of said Court of the September Term. A.D. 1902.
Be it remembered that heretofore to-wit. on the 18th. day of September. 1902. the following Petition was filed with the Clerk of said Court to wit.

The State of Ohio. Union County, ss.
Mary Alma Donohoe
8117. Vs. Court Common Pleas.
Petition. Ira Donohoe, Jacob Leonard & James Grow.

The defendants, on the 16th. day of March A.D. 1889. executed and delivered to Sarah Painter, who assigned the same to plaintiff, a certain promissory note of that date, with the warrant of attorney annexed, which warrant and note, with all the indorsements thereon, are here to attached, marked (Exhibit A.) and made a part of this petition.
Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of two hundred dollars, with interest at the rate of 8 per cent. per annum. from the 16 day of September A.D. 1890. Wherefore plaintiff prays judgment against said defendants for the sum of two hundred dollars, with interest thereon from the 16 day of Sept. A.D. 1890. at the rate of 8 per cent, per annum. till paid, and for costs of suit.

J. F. Millar

The State of Ohio. Union County, ss.

J. F. Millar being sworn, says that he is the Attorney of said plaintiff. that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statement contained in the foregoing petition are true, in substance and in fact

J. F. Millar.

Sworn to by said J. F. Millar before me, and by him signed in my presence, this 18th. day of Sept. A.D. 1902.

Seal

Milton Haines. Dept. Clerk.

(Exhibit A.)

$200, 00 Marysville, Ohio March 16th. 1889.

One Year after date, for value received we or either of us, promise to pay Sarah Painter or order. Two Hundred Dollars, at Marysville. Ohio, with eight per cent. after date and 8 per cent after due.
And we hereby dispense with demand of payment, protest and notice of non-payment of this Note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere, and waiving the issuing and service of process, to confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said Note, and interest, on the same at the rate of Eight per cent, per annum, after the same shall become due, together with costs of suit. and release all Errors and Writs of Errors, and waive the

8117. Answer.

8117 Entry.

stay of Execution and all right of Appeal in this behalf.
Post Office. Marysville, County Union. State. Ohio.

Ira Donohoe.
Jacob. Leonard. James Grow.

8117. Answer.

The State of Ohio. Union County, ss.
Mary Alma Donohoe.
Vs. Court Common Pleas.
Ira Donohoe, Jacob Leonard and James Grow.

By virtue of the warrant of Attorney annexed to and mentioned in the foregoing petition. I. an Attorney at law in the several Courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff. against said defendants on said note for the sum of three hundred and ninety-two dollars ($392.00) 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 McCampbell. Attorney for Defendant.

8117 Entry.

Mary Alma Donohoe.
Vs. Court Common Pleas. Union County Ohio.
Ira. Donohoe. Jacob Leonard, & James Grow.

This day came the plaintiff by her Attorney: also appearing in open Court. for and on behalf of said defendant's James McCampbell an Attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of proces in this action, and confessed a judgment on said note against defendants, and in favor of said plaintiff. for three hundred and ninety two dollars, being the amount of the principal and interest due on said note. and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of Three hundred & ninety two dollars. being the amount of said note with interest computed at 8 per cent, per annum. from the 16 day of Sept A. D. 1890. and also her costs herein expended, taxed at $[illegible]

Attest Chas Pentzwood. Clerk.
By Minnie Pentzwood. Deputy.

Plea Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Hon. Lindsay Hon. Judge of said Court of the January Term, A.D. 1903.
Be it remembered that heretofore to-wit. on the 15th day of September 1902. the following Petition was filed with the Clerk of said Court. to wit.

8115. Petition

John E. Housworth.
Vs. Court Common Pleas. Union County, Ohio.
Carlida Housworth.

Now comes the plaintiff and says that he has been a resident of the State of Ohio for the year last past and is now a bona fide resident of the County of Union: That he and the defendant were married November 1st. 1899. at Delaware County. Ohio: that there are no living children of said marriage:
The plaintiff further alleges that the defendant has been willfully absent from the plaintiff for three years last past:
The plaintiff further alleges that the defendant is now living in adultery with one August Reider.
Wherefore the plaintiff prays that he may be divorces from the defendant and for all equitable and proper relief.

H.V. Spicer Atty-for Plff.

8115. Precipe.

The Clerk will issue summons and a copy of this petition for the defendant to the Sheriff of Marion County, Ohio.

H.V. Spicer Atty-for Plff.

8115. Summons

The Following Summons was filed Sept 23. 1902.
The State of Ohio. Union County, ss.

To the Sheriff of the County of Marion. You are Commanded to notify Carlida Housworth (Near Prospect) that John E. Housworth, 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 hereunto served on her) charging her with willful absence. Adultery &c. 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 24th. 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 Penhorwood. Clerk.

8115. Sheriff's Return

Sheriff's Return.
Received 9 o'clock. A.M. on the 16th day of September A.D. 1902 and on the 20th day of September. A.D. 1902. I served the same upon the defendant by delivery a true copy with all the endorsements thereof together with a certified copy of the petition in this case personally to Calida Housworth. Sheriffs Fees. Service. 25ct. Copy. 10ct Mileage $1.61

Docket, 16 Return, 12 Postage, 3 Total $2,26

Peter C. Sells Sheriff M. Co. O.
By P. H. Sells. Deputy.

The following Entry was filed Jan 9. 1903.

8115. Entry

John E. Housenorth.
Vs. Court Common Pleas, Union County. Ohio.
Calida Housenorth.

Now comes the plaintiff and the defendant having been duly served with Summons and a copy of the Petition herein, as required by law, and having failed to appear, the Court find her in default for answer and demurrer to said petition, and hearing evidence. find that the allegations thereof to be true. The Court further 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 set forth in said petition. The Court further find, upon evidence addduced that the defendant has been guilty of Willful absence for three years last past and by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the Marriage contract heretofore existing between the said John E. Housenorth & Calida Housenorth be, and the same hereby is dissolved, and both parties are released from the obligations of same. It is ordered that the plaintiff pay the costs of this action taxed at $.

Attest- Chas Penhorwood Clerk.
By Minnie Penhorwood 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 Mon. Judge of said Court of the January Term A. D. 1903.
Be it remembered that heretofore to-wit: on the 11 day of August 1902 the following Petition was filed with the Clerk of said Court, to wit.

8099 Petition

Flora Hoy.
Vs. Court Common Pleas, Union County, Ohio.
James Hoy.

Plaintiff says that she is an actual, resident of Union County, State of Ohio, and has a bona fide residence in said State for more than one year last past. That she was married to the defendant on the 26th day of April 1900.
That there are no issue living of said marriage.
That defendant has been guilty of gross neglect of duty. in this. that during their marital relation. even from the date of their marriage failed to provide for plaintiff, in any manner, whatever. providing no home for her. nor food. clothing, nor necessaries.
Plaintiff says that defendant left her. saying that he was going to find work. this was on the 15th day of August 1900, about four months after they were married, and that she never has seen nor heard directly from him since. That by reason of defendants neglect of duty. she has been obliged to support herself. and provide the means to pay her own doctors bills. much of this before he left her. Wherefor plaintiff prays. that she may be divorced from defendant and may be restored to her maiden name. of Flora Neill, and for all other proper relief in the premises.

Robt W. McCrory. Atty-for Plff.

8099 Decree for divorce.

8099. affidavit

August 11th the following Affidavit for Publication was filed.
Flora Hoy.
Vs. Court Common Pleas, Union County, Ohio.
James Hoy August, 11th, 1902.

Flora Hoy, the above plaintiff, swears that service of a summons and copy of the petition herein can not be made within the state upon said defendant, James Hoy, and that this action is brought by the said Flora Hoy against the said James Hoy in this Court for divorce according to the statute in such case made and provided: and further saith not.

Flora Hoy.

Sworn to and subscribed before me this 12th. day of August 1902.
(Seal)
Robt W. McCrory Notary Public

8099. Legal Notice

Sept. 17th 1902. The following Legal Notice was filed.
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 Aug 13. 1902.
H.O. Shearer.
Sworn to and subscribed before me this 14 day of Sept. 1902.
Printers fees - $ 3,50 (Seal) Robert McCrory. Notary Public.

Legal Notice.

Robert McCrory. Attorney for Petitioner.

Flora Hoy
Vs. Court Common Pleas. Union County. Ohio.
James Hoy.

James Hoy, whose place of residence is unknown, late of Union County. O. will take notice that on the 12th. day of August A. D. 1902. in the Court of Common Pleas of Union County. Ohio. where the action is now pending. being cause No. 8099. the undersigned Flora Hoy. filed her petition against the said James Hoy. praying for divorce from him, and from restoration to her former name of Flora Keill, on the grounds of Gross Neglect of Duty.
That the said James Hoy is required to answer the petition in said action not later than six weeks after the 13th. day of August A. D. 1902. the date of the first publication of this notice, or such divorce and relief will be granted. Aug 13 - 6w.

Flora Hoy.

8099 Decree for divorce.

Jan 14th 1903 The following Decree was filed.
Flora Hoy.
Vs. Court Common Pleas. Union County. Ohio.
James Hoy.

Now comes the plaintiff, the defendant having been legally served by publication, and having failed to appear. the Court find him in default for answer and demurrer to said petition, and that the allegations thereof are by him confessed to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio. for one year next preceeding the same. and was at the time a bona fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth. The Court find upon the evidence adduced. that the defendant has been guilty of Gross Neglect of duty. and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Flora Hoy. and James Hoy. be. and the same hereby is dissolved, and both parties are released from the obligations of the same.
It is further ordered that the petitioner be. and she hereby is restored to her maiden name of Flora Keill.
It is further considered by the Court that the said Flora Hoy. recover from the said James Hoy her costs herein expended. and execution is awarded therefor.
Attest - Chas Kenhorwood Clerk.
By Minnie Kenhorwood 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. Nemean Allen Judge of said Court of the September Term A. D. 1902.
Be it remembered that heretofore to wit, on the 15th day of September 1902 the following Petition was filed with the Clerk of said Court to wit:

The State of Ohio. Union County ss.

$114 Petition

D. B. Hale.
Vs. Court Common Pleas, Union County.
Pheroby C. Moots

The defendant, on the 28th, day of May A. D. 1902 executed and delivered to the plaintiff D. B. Hale her promissory note of that date, with the warrant of Attorney annexed, true copies of which warrant and note with all the endorsements thereon, are hereto attached, marked, "Exhibit A." and made a part of this petition.
Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of Two Hundred and Forty Three dollars, with interest at the rate of per cent, per annum
Wherefore plaintiff prays judgment against said defendant for the sum of Two Hundred and Forty Three dollars and, with interest thereon from the 26 day of June 1902. at the rate of six per cent, per annum till paid, and for costs of suit.

Marion G. Bell Atty for Plff-

The State of Ohio. Logan County ss.

Marion G. Bell being sworn, says that he is the attorney of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes that statements contained in the foregoing petition are true, in substance and in fact.

Marion G. Bell.

Sworn to by said Marion G. Bell before me, and by him signed in my presence, this 15 day of September A. D. 1902.

(Seal) H. S. Roebuck. Clerk.

"Exhibit A."

$243.00

May, 28th, 1902.

Thirty days after date for value received I promise to pay to the order of D. B. Hale Two Hundred and Forty three dollars with interest at the rate of per centum per annum at West Liberty Ohio, and I hereby authorize an Attorney at law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against me in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

Pheroby C. Moots.

Copy.

8114. Answer

Entry

8114.
Answer

The State of Ohio. Union County ss.
D.B. Hale.
Vs. Court Common Pleas.
Pheroby. C. Moots

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 Records of this State, do hereby enter an appearance for said defendant in this said, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff. against said defendant, on said note, for the sum of Two Hundred Forty Five dollars and eighty 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.

W.S. Plum. Atty for Plff.

Entry

D.B. Hale. Judgment Entry
Vs. # 245 80
Pheroby C. Moots

This day came the plaintiff, by his Attorney; also appeared in open Court, for and on behalf of said defendant, W. S. Plum. an Attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition it said cause shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff. for the sum of Two Hundred Forty Five dollars and eighty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendant the sum of Two Hundred Forty Five dollars and eighty cents. being the amount of said note with interest computed at six per cent, per annum. from the 26 day of June A.D. 1902: and also costs herein expended, taxed at $

Attest Chas Leyhonwood. Clerk.
By Minnie Leyhonwood 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. Thomas Dow Judge of said Court of the January Term A.D. 1903.

Be it remembered that heretofore to-wit, on the 7th day of January 1903 the following Petition was filed with the Clerk of said Court to-wit:-

The State Of Ohio, Union County, ss.

Henry Huffman & A.C. Lowe.

8146. Petition

Vs. Court Common Pleas.

Nelson J. Smith.

The defendant, on the 5th day of September, A.D. 1900, executed and delivered to the plaintiffs, his promissory note of that date, with the warrant of Attorney annexed, the original of which warrand and note, with all the endorsements thereon, are hereto attached, marked "Exhibit A." and made a part of this petition.

Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiffs on said note the sum of three hundred and fifty dollars and no cents. with interest at the rate of six per cent. per annum, from the 1st day of January A.D. 1903.

Wherefore plaintiffs pray judgment against said defendant for the sum of three hundred and fifty dollars and no cents, with interest thereon from the 1st day of January, 1903, at the rate of six per cent. per annum till paid, and for costs of suit.

John F. Miller. Atty for Plff.

The State of Ohio. Union County, ss.

John F. Miller, being sworn, says that he is the attorney of said plaintiffs that this action is brought upon an instrument in writing for the conditional payment of money only. that said instrument in writing is in his possession, and that he truly believes the statements contained in the foregoing petition are true, in substance and fact.

John F. Miller.

Sworn to by said John F. Miller before me, and by him signed in my presence, this 7th. day of January A.D. 1903.

(Seal)

Chas Pendlewood Clerk.
by Milton Haines Dept

$350.00 (Exhibit A.)

On January 1, 1903 after date, for value received I promise to pay Henry Huffman and A.C. Lowe, or order, at Ohio National Bank Columbus, Ohio. Three Hundred and fifty + 00/100 Dollars. with interest at the rate of 6 per cent. per annum after maturity until paid. And I do hereby authorize any Attorney at Law to appear for me and in action on the above note, brought against me by said Huffman & Lowe, at any time after said note becomes due. in any Court of Record in the State of Ohio. or elsewhere to waive the issuing and service of process against me and confess a judgment in favor of said Huffman & Lowe against me for the amount that may be due thereon. with interest at the rate therein mentioned, and costs of suit: and also in behalf of myself to waive and release all error in said proceedings and judgment, and all proceedings, petitions and writs of error thereon. As Witness our hands and Seals

8146. Answer

Entry.

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thru 5th day of Sept. A.D. 1900.

Nelson J. Smith.

The State of Ohio. Union County ss.

8146. Henry Huffman & A.C. Lowe.
Answer Vs. Court Common Pleas.
Nelson J. Smith.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I an Attorney at Law in the several Court of records of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff's against said defendant, on said note, for the sum of three hundred and fifty dollars and no 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.

Wilds L. Myers. Atty. for Deft.

Henry Huffman & A. C. Lowe.

Entry. Vs. "Judgment Entry."
Nelson J. Smith.

This day came the plaintiffs, by their attorney: also appeared in open Court, for and on behalf of said defendant: Wilds L. Myers an Attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiffs, for three hundred and fifty and no cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiffs recover of said defendant the sum of three hundred and fifty dollars and no cents, being the amount of said note with interest computed at six per cent. per annum, from the 1st day of January, 1903, A.D. and also their costs herein expended, taxed at $

Attest Charles Pentherwood Clerk.
by Minnie Pentherwood 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 January Term. A.D. 1903.
Be it remembered that heretofore to wit. on the 19 day of September 1902 the following Petition was filed with the Clerk of said Court to-wit:-

8067
Petition

W. E. Hinton
Vs. Court Common Pleas. Union County. Ohio.
Stephen Bros.

This cause came into this Court from the docket of J. A. Hennington a Justice of the Peace for Union Township. Union County. Ohio.
Said plaintiff says there is due him from these defendants for work and labor performed by this plaintiff for these defendants. at their request during the month of December 1901 and January 1902 for cutting wood and making railroad ties. The sum of six and 70/100 dollars which amount is now due and unpaid.
Wherefor plaintiff prays judgment in said sum of six and 70/100 dollars and costs.

W. T. Hooper. Atty for Plff.

The State of Ohio. Union County. Ohio. ss.
W. E. Hinton being sworn says the allegations herein are as he believes true.
W. E. Hinton.
Sworn to and subscribed in my presence this 19 day of Sept 1902.
(Seal) Chas Pinkerwood. Clerk.

8067.
Answer + Cross petition.

January 5th. the following Answer + Cross Petition was filed.
W. E. Hinton
Vs. Court Common Pleas. Union County. Ohio.
Stephen Brothers.

Now comes the defendants Stephen Brothers. and for Answer and Cross Petition herein say. That they admit that this cause comes into this Court on appeal from the docket of J. A. Hennington a Justice of the Peace for Union Township. Union County. Ohio. and for defence to the petition herein they deny each and every allegation of said petition except the admission above made. For a cause of action against plaintiff defendants say they are partners engaged in the lumber and sawmill business and owned some timber land near Milford Center. Ohio. that the plaintiff without any permission or authority from defendants entered upon said land and chopped down trees, and hewed and chopped the same into cord wood and cross ties: that said cross ties were many of them to long and to small and also said cord wood was to long. and were on account thereof unmistakable and worthless to defendants that said defendants were damaged on account thereof in the sum of Twenty Five Dollars for which amount they pray judgment and for costs.

Waite & Heaton. Atty for Defendants.

State of Ohio County of Champaign ss.
George A. Stephen being duly sworn says that he is a member of the firm

8067
Motion

8067.
Entry.

8067.
Reply

8067
Entry.

of Stephen Brothers, a partnership. and that the allegations contained in the foregoing answer and cross petition are true as he verily believes.

S.W. Stephen

Sworn to before me by the said and by him subscribed in my presence this day January. A.D. 1903.

(Seal) George Waite. Notary Public

January. 9th. 1903 The following Motion was filed.

8067 W. E. Hinton

Motion Vs. Court Common Pleas. Union County. Ohio.

Stephen Bros

Now comes the plaintiff herein and moves the Court to request the defendants to seporately state & number their causes of defense in the answer herein.

W. T. Hooper Atty for Plff

January 16th, 1903 the following Entry was filed.

8067. W. E. Hinton

Entry. Vs. Court Common Pleas. Union County. Ohio.

Stephen Bros.

This day this Cause came on to be heard on Motion of plaintiff to require defendant to seporately state and number causes of action The Court being advised in the matter overrules said motion.

8067. January 16th. 1903. The following Reply was filed.

Reply W. E. Hinton

Vs. Court Common Pleas. Union County. Ohio.

Stephen Bros.

Now comes the plaintiff herein and for reply demurrers all allegations in the answer herein except those admitted in the petition.

W. T. Hooper. atty for Plff.

State of Ohio. Union County. Ohio. ss.

Now comes W. E. Hinton who being duly sworn says the allegations in the foregoing reply are as he believes true.

Wm Hinton

Sworn to and subscribed in my presence this 16 day of Jan. 1903

(Seal). Chas Kenhorwood Clerk.

January 16th. 1903. The following Entry filed.

8067 W. E. Hinton

Entry. Vs. Court Common Pleas. Union County Ohio.

Stephen Bros.

This day this cause having been assigned for trial. the plaintiff came by his attorney, and also came the following named persons as Jurors, to wit:-

Charles Curry. Alfred Amerine. D. G. Bellville. Frank Robinson. John B. Robinson. Jasper Graham. Joseph Sweney. C. M. Brown. Foster Bennett. John Evans. John F. Wilkins, and William Stillings. who were duly impanneled 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, sworn and affirmed, find the issue in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendants at the sum of Five 40/100 Dollars.
Dated Jan 16, 1903. J. B. Robinson Foreman.

8067. Entry.

January, 21st, 1903. The following Entry filed.

H. E. Hinton
vs Court Common Pleas, Union County. Ohio.
Stephen Brothers

The Jury in this action, having on a former day of this term rendered a verdict for the Plaintiff, and assessed his damages at $5.40 and no motion for a new trial having been made.
It is therefore considered by the Court that the said H. E. Hinton recover from the said Stephen Bros. the said sum of ($5.40) Five and 40/100 Dollars. together with his costs herein expended.

Attest. Chas Penhorwood Clerk.
By Winnie Penhorwood Deputy.

8126. 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. Newman Hon. Judge of said Court. of the January Term. A. D. 1903.

Be it remembered that heretofore towit. on the 18th. day of October 1902 the following Petition was filed with the Clerk of said Court. towit.

The State of Ohio. Union County, ss.

8126. Petition

James Herd
Vs. Court Common Pleas.
J. T. Gregg.

The defendant, on the 1 day of June A. D. 1895. executed and delivered to James Herd, a promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note with all the endorsements thereon. are hereto attached. marked "Exhibit A" and made a part of this petition.

Said note is unpaid, except as shown by said endorsements. and there is now due the plaintiff on said note the sum of Three Hundred and Sixteen Dollars and Sixty five cents, with interest at the rate of 8 per cent. per annum. from the 18 day of October A. D. 1902.

Wherefore plaintiff prays judgment against said defendant for the sum of Three Hundred and Sixteen dollars and Sixty five cents. with interest thereon from the 18 day of October, A. D. 1902 at the rate of 8 per cent. per annum till paid. and for costs of suit.

W. T. Hoopes Atty. for Plff.

The State of Ohio, Union County, ss.

W. T. Hoopes being sworn, says that he is the attorney of said plaintiff. that this action is brought upon an instrument in writing for the unconditional payment of money only. that said instrument in writing is in his possession. and that he verily believes the statements contained in the foregoing petition are true. in substance and in fact.

W. T. Hoopes

Sworn to by said W. T. Hoopes before me. and by him signed in my presence. this 18 day of October A. D. 1902.

(Seal) James E. Robinson Notary Public.

$263.80

"Exhibit A."

Marysville, Ohio June 1st 1895.

Twelve month after date for value received we or either of us promise to pay to James Herd or order at Marysville Ohio Two Hundred and Sixty three Dollars, with interest at 8% from date, and we hereby authorize any attorney at law to appear for us or either of us, in an action on the above note at any time after the same becomes due in any Court of Record in or of the State of Ohio, waive the issuing & service of process against us or either of us. & confess judgment in favor of the said James Herd against us or either of us for the amount. That may be due thereon with costs of suit and to waive and release all errors, in the said proceedings, petition, in error and the right of appeal from the judgment rendered.

Witness our hands and seals this day of A. D. 189 .

Signed J. T. Gregg.

Indorsed as follows.
Paid on the Within note seventy six dollars and seventy five cents.
$76.75. June 17-1898.

The State of Ohio. Union County. ss.

8126 Answer

James Herd
Vs Court Common Pleas.
J. T. Gregg.

By virtue of the warrant of Attorney annexed to and mentioned in the foregoing petition. I an Attorney at law in the several Courts of record of this State. do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein. and confess a judgment in favor of said plaintiff against said defendant, on said note, for the sum of Three Hundred and Sixteen dollars and sixty five cents. being the amount appearing due for principal and interest on said note, and also for costs of suit. taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right to appeal in the premises.

James E. Robinson. Atty for Deft.

Judgment Entry $316.65

8126. Entry

James Herd
Vs.
J. T. Gregg.

This day came the plaintiff. by his attorney: also appeared in open Court. for and on behalf of said defendant. James E. Robinson an attorney at law of this Court. and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause. shown to have been duly executed by said defendant. entered the appearance of said defendant. and waived the issuing and service of process in this action. and confessed a judgment on said note against said defendant. and, in favor of said plaintiff. for Three Hundred and Sixteen dollars and sixty five cents. being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors. and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Three Hundred & Sixteen dollars and sixty five cents. being the amount of said note with interest computed at 8 per cent. per annum, from the 18 day of October A. D. 1902: and also his costs herein expended, taxed at $

8126 Execution

Dec 22. 1902, The following Execution. was filed.
The State of Ohio Union County, ss To the Sheriff of said County Greeting.
You are hereby Commanded. that of the goods and chattles in your County of J. T. Gregg you cause to be made the sum of Three Hundred and Sixteen 64/00 Dollars. and Five Dollars, costs of suit. which by the judgment of the Court of Common Pleas, within and for the said County, at the Sept Term thereof. A. D. 1902. James Herd recovered against the said J. T. Gregg. with interest thereon at 8 per centum from

the 18 day of Oct. A.D. 1902. until paid. and also the inecate costs and the accruing costs hereon; and also the defendants costs of suit endorsed hereon; and for want of goods and chattles that you cause lands and tenements in your County, of the said J.T. Gregg. to be sold for cash. and have that money before the said Court of Common Pleas, within Sixty Days from the date hereof. to render unto the said James Herd. And have you then and there this writ. with your doings under the same duly endorsed thereon.

Witness my hand and the seal of said Court, this 11th. day of Nov. A.D. 1902.

(Seal) Chas Penhorwood Clerk.
By Milton Haines Deputy.

(Sheriffs Return:)

The State of Ohio. Union County, ss.

Received this writ Nov. 12" A.D. 1902. at 8 o'clock A.M. and pursuant to its command after diligent search and careful inquiry for the want of goods or chattles on Nov 13" 1902 at 9 o'clock A.M. I levied upon the intrest of J.T. Gregg. in the following described Real Estate, situated in Liberty Township, Union County, Ohio, bounded and described as follows: in Virginia Military Survey No. 12472 Beginning at a stake North-east corner to William Milligans land in the North line of said Survey No, 12472. Thence with said line South 80° East 230 24/100 poles passing the South east of Survey No. 3480 at. 183 24/100 poles to a stone: Thence with the center of the Wheeler Road South 10° West 69 56/100 poles to a stone: Thence North 80° West 229 32/100 poles to a stone North west corner to F.C. Underhills land in the East line of the said William Milligans land: Thence with said line North 9¼° East 69 72/100 poles to the beginning. containing 100 acres more or less.

Also the following in the Township, County, State and U.M. Survey aforesaid, beginning at a Lynn. Sugar and beech North east corner to land conveyed by Howard S. Shaffer and Margaret Shaffer his wife to William Roads on the 16th day of December 1873. Thence with the South line of Thomas Vanhas land and the land of Israel Lockwoods heirs. South 83° East 115 poles to two hickories corner to James T. Mahaffeys land: Thence with his land South 7° West to a stake in said Mahaffeys line and twenty five feet at right angles (on the Northerly side) from the center of the Bellefountain and Delaware Rail Road: Thence Westerly with the Northerly line of said Rail Road and 25 feet from the center of the East line of said lands of William Rhoads: Thence with his East line North 7° to the beginning. containing 45 acres more or less. Also the following in the Township, County, and State aforesaid. Beginning at a Stake at the North west corner of a 50 acre tract of land deeded by Corydon Winkler to Benjamin Tucker by deed dated Aug. 13, 1859. Recorded in Vol. 17. Page 65 of records of deeds of said County and 69 96/100 poles North 7° East from a stone with bricks under it: Thence South 83° East 242 23/100 poles to the center of the Middleburg and Dowden Road: Thence with the center of said Road South 46° West to the North east corner of a 90 acre tract of land deeded by James T. Mahaffey and wife to David K. Anthony by deed dated Febry. 12, 1873. and recorded in Vol. 38 page 62 of record of deeds of said County. Thence with the

North line of the said 20 acres and of the said 50 acres North 83 o West 185 poles to the beginning. containing 97 acres more less:
Afterward on the 18 day of November I caused the life estate of J. T. Gregg in the above described real estate to be appraised by D. H. Henderson, Cyrus Bonglue, and Chas C. Perkinwood, three disinterested free holders of Union County Ohio who afterward made return that the same are of the real value in money in money of One Thousand Dollars. and on the 19th day of November 1902. I caused the same to be advertised for sale for five consecutive weeks in the Marysville Tribune said sale to be held at the North door of the Court House in Marysville Ohio at or about the hour of 1 o clock P.M. on Saturday December 20. 1902 Then came T.C. Gregg. who having bid the sums of $760 00 for the life estate of J. T. Gregg in the above described premises and his being the highest and best bid for the same, I declared him to be the purchaser. Sheriffs Fees. $ 13,70
Appraisors fees $ 3,00

Foreign Execution Docket. No 4. Page 110.
In the case entitled the Eastern Moline Plow Co. Vs. John T. Gregg. a levy was made on the premises herein described under date of Aug 1st, 1902. Judgment $92 & with 6% interest from Jan 29, 1902. Justices costs $3.90 Clerks costs $ 1,25 Sheriffs fees $ 1.67 Total

S. F. Burnham Sheriff.

Jan 5th 1903 The following Legal Notice & Proof was filed.
8126 James Herd.
Legal Notice Vs. Sheriffs Sale. On Execution.
J. T. Gregg. W. T. Hoopes. 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. December 20th 1902. at or about the hour of one o'clock. P.M. on said day, the life estate of J. T. Gregg in the following described real estate. to-wit:
(See Sheriffs Levy on the Execution.)
appraised at One Thousand Dollars. ($1000.) Terms of Sale: Cash.
S. F. Burnham. Sheriff. of Union Co
The State of Ohio. Union County ss.
The undersigned. being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks. in "The Marysville Tribune". a newspaper of general circulation in the County of Union. the first publication beginning with November 19. 1902.

H. C. Shearer
Sworn to and subscribed before me. this 5th day of Jan, 1903
Printers fee $ 27.00 (Seal) Chas Perkinwood Clerk.

Jan 5th. 1903 The following Entry Compromising Sale.
8126 James Herd.
Entry. Vs. Court Common Pleas. Union County. Ohio.
J. T. Gregg.
This cause came on to be heard on the return of the Sheriff of

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the writ of execution issued herein, with his report of his proceedings and sale of lands and tenements under said writ. And the Court, having carefully examined the said proceedings, being satisfied that the said sale has, in all respects, been made in conformity to the provisions of the Statute in such case made and provided, finds the same to be legal, and does, therefore approve and confirm the same. It is further ordered that the Sheriff make to the purchaser Thomas C. Gregg, a deed conveying the life estate of the said John T. Gregg, in the following lands and tenements so sold, to-wit:

Situated in the Township of Liberty, County of Union and State of Ohio, and bounded and described as follows. In Virginia Military Survey No. 12472 beginning at a stake northeast corner to William William Milligan's land in the north line of said Survey No 12472: thence with said line South 80° East 230.24 poles (passing the Southeast corner of Survey No. 3480 at 183,24 poles) to a stone: thence with the center of the Wheeler road South 10° West 69.56 poles to a stone: thence North 80° West 229.32 poles to a stone northeast corner to F. C. Underhills land in the East line of the said William Milligans land: thence with said line North 9¼° East 69.72 poles to the beginning, containing 100 acres more or less. Also the following in the Township, County, State, and U. M. Survey aforesaid. Beginning at a flynn, sugar and beech northeast corner to land conveyed by Howard S. Shaffer and Margaret Shaffer his wife to William Rhoads on the 16th day of December 1873; thence with the South line of Thomas Narshas land and the land of Isreal Lockwood's heirs South 80° East 115 poles to two hickories corner to James T. Mahaffy's land thence with his line South 7°. West to a stake in said Mahaffys line and 25 feet at right angles (on the Northerly side) from the center of the Bellefountain and Delaware Railroad: thence Westerly with the Northerly line of said Railroad and 25 feet from the center of the East line of said of said lands of William Rhoads, thence with his east line North 7° to the beginning, containing 45 acres more or less.

Also the following in the Township, County and State aforesaid: beginning at a stake at the Northwest corner of a 50 acre tract of land deeded by Corydon Winkler to Benjamin Treeker by deed dated August 13th 1853. recorded in Vol. 17. Page 65 of records of deeds of said County and 69.36 poles North 7° east from a stone with bricks under it. thence South 83° east 242.28 poles to the center of the Middleburg and Crowder road thence with the center of said road South 46° west to the Northeast corner of a 20 acre tract of land deeded by James T. Mahaffy and wife to David H. Anthony by deed dated February 12th, 1873. and recorded in Vol. 38 page 62 of records of deeds of said County, thence with the North line of the said 20 acres and of the said 50 acres North 83° west 185 poles to the beginning containing 94 acres more or less. And the said purchaser is hereby subrogated to all the rights of any lienholder, who shall be satisfied herein for the protection of his title. And a writ of possession is awarded to put the purchaser. And the Court coming now to the distribution of the purchasemt money in the hands of the Sheriff, orders that he pay.

1. To the Treasurer of this County the taxes and penalty due upon the property so sold to wit: $61.^{05}

2 To the Clerk of this Court the costs of this action taxed at $54.^{31} and the

further distribution of the balance of said purchase money is passed for the further order of the Court.

H. S. Hooper.

January 28th 1903 The following Entry was filed.

8126. Entry. James Herd. vs. Court Common Pleas. Union County, Ohio. John T. Guy.

This cause coming on to be further heard on the distribution of the proceeds of the sale heretofore had in this case, the Court orders that the Sheriff out of the Money remaining in his hands pay 1st To the Eastern Moline Plow Co, the amount of its judgment and costs amounting to the sum of $ 107 02

Second. To the Union Banking Company the amount of its judgment to-wit:- the sum of $ 289.67 and costs, taxed at $ 10 07

Third To the plaintiff the certified balance of said sum to be credited on the amount of his judgment herein to-wit:- the sum of $ 237.88

Attest:- Chas Benhonwood Clerk.
By Minnie Benhonwood Deputy.

8113 Petition Pl... for... Plea... Court... Be... follo... Lyd... John...

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8113 Summons Oct... The... Comm... You... has... Comm... on t... than... will... six... You... Witn...

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 Court 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 to-wit on the 15th day of Sept 1902. the following Petition was filed with the Clerk of said Court. to wit:-

8/13
Petition

Lydia R. Johnson
Vs. Court Common Pleas. Union County. Ohio.
John B. Johnson.

Plaintiff says she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union County. Plaintiff says she was married to the defendant on the 2 day of January 1889. at Union County Ohio.

That She has always conducted herself as a faithfull and dutiful wife yet the defendant disregardfull of his duty as a husband has been has been guilty of gross neglect of duty and extreme cruilty and abuse of plaintiff failing for more than three years to provide her the necessaries of life. and has been guilty of Extreme cruilty to the plaintiff by striking and beating the plaintiff and threating to shoot the plaintiff. drove her out in the night season and in the cold and took all of her house-goods leaving her absolutly without any means of support whatever, and she has been compelled to support herself by her own labors.

Plaintiffs therefore prays that upon the final hearing of this case she be granted a complete divorce from the defendant each party being releaved from the obligation of the same, and for her costs herein taxed at $. Lydia R Johnson. by her Atty.

J. M. Kennedy.

Oct 3. 1902. The following Precipe was filed.

8113.
Precipe

Lydia R. Johnson.
Vs. Court Common Pleas. Union County. Ohio.
John B. Johnson

Issue summons and copy of petition. to Sheriff of Union County forthwith. for John B. Johnson. returnable according to law Endorsed Divorce prayed for.

J. M. Kennedy.

8/13
Summons

Oct. 8th. 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 John B. Johnson that Lydia R. Johnson 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 hereunto served on him) charging him with gross neglect of duty and cruelty and asking that she be delivered from him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the Service of this writ.

You will make due return of this summons, on the 13" day of Oct. A.D. 1902

Witness my hand and the Seal of said Court at Marysville this 3" day of Oct. A. D. 1902

(Seal)

Chas Kenhomood Clerk.

8113
Sheriffs Return

Sheriff's Return. Oct. 4th. 1902.

Received 9 o clock. A. M. on the 3rd day of Oct. A. D. 1902 and on the 3rd day of Oct. A. D. I served the same upon the defendant by personally handing to him a true copy thereof together with a certified copy of the petition in this case. Sheriffs Fees. Thal. ,86

D. F. Burnham. Sheriff.

8113.
Amended Petition

Oct- 11" 1902. The following Amended Petition was filed.

Lydia R. Johnson.

vs. Court Common Pleas. Union County. Ohio.

John B. Johnson.

Plaintiff by way of Amended petition says that she has been a resident of the State of Ohio for more than a year last past and is now a bonafide resident of Union County.

Plaintiff says she was married to the defendant on the 2 day of Jan- 1898 which by mistake was in the first petition 1889. which was a mistake as to the date, and to correct which this amended petition.

That she has ever since said marriage conducted herself as a faithful and dutiful wife, yet the defendant disregarding his duties and obligations of respect fidelity and support that he undertook by his contract of marriage has and has been guilty of gross neglect of duty. locked the plaintiff out of the house and refused her admittance and was Guilty of Extreme cruelty and abuse of the plaintiff. by threatening to shoot and strike and abuse the plaintiff. defendant also went away and abandoned the plaintiff and took and carried away all of her household goods and furniture and has appropreated them to his own use and left her the plaintiff entirely without any means of support, and did viciously and wrongfully break and destroy all of her carried fruit only which he took away with him and appropriated to his use. Plaintiff further prays that she be granted a complete divorce from the defendant and be restored to her former name of Lida R. Mills and recover her costs at B.

Lydia R. Johnson Atty, J. M. Kennedy.

8113.
Notice

Oct. 11" 1902. The following Notice was filed.

Lydia R. Johnson

vs. Court Common Pleas. Union County. Ohio.

John B. Johnson.

The defendant John B. Johnson will take notice that on the 11" day of October 1902. the plaintiff filed an amended petition in the above action.

Lydia R. Johnson. J. M. Kennedy. Atty.

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Entry.

Jan 19th 1903. The following Entry was filed.
Lydia R. Johnson.
Vs. Court Common Pleas. Union County. Ohio.
John B. Johnson.

This day this cause came on to be heard upon the petition of the plaintiff. the defendant having withdrawn his answer and cross petition and the Court being fully advised in the premises after hearing the testimony does find for the plaintiff that said defendant was guilty of Cruelty and gross neglect of duty to the plaintiff, the Court finds first that the parties were married as alleged in the petition.
That said defendant was legally served with summons in this case.
That the defendant was guilty of neglect of duty and cruelty.
It is therefore considered and adjudged by the Court that the plaintiff be granted a complete divorce from the defendant and that each party be released from the obligations thereof and that she be restored to her former name of Lydia R. Mills and recover her cost taxed at $.

Attest:- Chas Penhorwood Clerk.
By Minnie Penhorwood 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 September Term A.D. 1902.

Be it remembered that heretofore to-wit:- on the 9th. day of April 1902 the following Petition was filed with the Clerk of said Court. to-wit:-

8059. Petition

J.W. Kennedy.
Vs. Court Common Pleas. Union County. Ohio.
Alta E. Kennedy.

Plaintiff says that he has been a resident of the State of Ohio for the last year past. and is now a bonifide resident of the County of Union State of Ohio.

That on the 2 day of February 1898 he was married to the defendant at Delaware Co. Ohio. Plaintiff says he has always been a kind effectionate and careful husband to the defendant, treating her kindly and furnishing her a good home, and clothing and careing for her the best he was financially able to. yet the defendant disregarding her good name Marital vows, and her duty she owed to her good name and her husband, has been guilty of committing adultery with one William M. Titsworth at Marysville Ohio on or about the fifteenth of May 1901, and at frequent and different times at Marysville Ohio, and vicinity from that time to the 18th. day of August 1901. The place and exact date the plaintiff is unable to give of each time. On the 18th. day of August 1901 the defendant was on her way to visit her parents at Worthington Ohio. when the said Wm. M. Titsworth who was the secretary of the Union County Agricultural Society under the pretense of going to Wapakaneta Ohio to see the Secretary of the Auglaize County Agricultural society. went to Milford Center Ohio and from there to Columbus Ohio on said 18th day of August 1901 and met the defendant and then and there committed Adultery with the said defendant. That at that time it was arranged between them that said defendant was again to meet said Wm. M. Titsworth at Columbus Ohio. on Wednesday 21st day of August 1901 where they did meet as per arranged. and said defendand did again commit adultery with the said Titsworth at frequent intervals and whenever the opportunity would present itself from the 22 of August 1901 until the 18th day of March 1902 said defendant had illicit intercourse with said Wm. M. Titsworth, the exact time and place plaintiff is unable to give. That on the 18th day of March 1902. the defendant went to visit her parents at Worthing Ohio. The said Wm. M. Titsworth on the pretense that he had been called to Toledo on Insurance business met the defendant again at Columbus Ohio. on said 18th. day of March 1902 and took her to a Hotel where they registered as husband and wife. under assumed names and remained until the 19th. day of March at said Hotel in a state of adultery. when the defendant proceeded to her home at Worthington Ohio. and said defendant has abandoned her home. and the plaintiff and refuses to return thereto. That on the 24 day of august 1898. plaintiff purchased the following described property in Marysville Ohio. for the sole purpose of making a home for himself and wife and paid the purchase money himself out of his own means and all dues and tax on the same. Plaintiff at the time

8059. Motion

of said purchase had the deed made to the defendant in the following
described real estate. situated in the County Union State of Ohio. and in the
village of Marysville Ohio being part of survey No. 3357 and bounded and
described as follows. Begin at a stake in the North West corner of Rebekah J.
Robinsons land. and in the South line of South street formerly (North
street) thence with said line North 85" west 54 feet to a stake at the
North East corner of Walter M. Otte lot. thence with the east line of
said lot South 5° west 168 feet to the South east corner of the same
and in the North line of M. J. & M. S. Eaton lot. Thence with said line & the
line of Hannah E. Bailys lot South 85 degrees east 54 feet to a stake, at South
west corner Rebekah J. Robinson's land. Thence with the West line of
said land N. 5° East 168 feet to the beginning containing 22/100 of an
acre more or less.

That said real estate was so deeded that in the event of plaintiffs
death she would have a home. she only held the same in the capacity
of a trustee while they lived together as husband and wife. Said
defendant having abandoned her home and husband. and forfeited
her rights to the same by her pernicious and disrespectful conduct
as above stated. The plaintiffs prays the Court upon the final hearing
of this case to set aside the deed to the defendant for the reason
heretofore stated in this petition. and to cause a decree to be
entered of said Court upon the records of this Court giving all of
the rights and interests of the defendant of and to all of said real
estate to this plaintiff, and that the plaintiff granted an
absolute and complete divorce from the defendant and for all proper
relief in the premises.

A. H. Kollefrath & J. M. Kennedy. Atty for Plff-

State of Ohio Union County. SS.

J. M. Kennedy. being first duly sworn says the facts and Allegations
in the foregoing petition are true as he verily believes.

J. M. Kennedy.

Sworn to and signed by said J. M. Kennedy plaintiff before me
this 9th. day of April. 1902.

(Seal) A. H. Kollefrath. Notary Public.

8039. May the 14th. 1902 The following Motion was filed.
Motion J. M. Kennedy.
Vs. Court Common Pleas. Union County. Ohio.
Alta E. Kennedy.

The defendant now comes and by motion asks the Court to
require the plaintiff to make his petition more definite certain in
this. This defendant not having an Attorney nor the means to employ
one asks the Court to consider this motion filed by herself because she
is a suitor in this Court.

1st That your honor require the plaintiff to state what place in
Columbus Ohio. I committed adultry on the 18" day of August 1901.
because Columbus is a large city and this defendant is not informed
of the place so as to enable her to defend against the enormous charge
2" Have the plaintiff state what place in Columbus where I

committed adultry on Wednesday the 21st day of August 1901.
3" That the Plaintiff be required to state at what Hotel in Columbus I committed adultry on the 18" day of March 1902. and what name was assumed.

Alta E. Kennedy.

8057. Amended Petition

May 15th 1902 the following Amended Petition was filed.

J. W. Kennedy.

Vs. Court Common Pleas. Union County Ohio.

Alta E. Kennedy.

By way of Amended petition in pursuance of the motion filed by the defendant, May 14th, 1902. Plaintiff says. that he has been a resident of the State of Ohio for a year last past and is now a bonafide resident of the County of Union and State of Ohio.

That on the 2nd day of February 1898. he was married to the defendant at Delaware County Ohio.

Plaintiff says that he has always been a kind, effectionate and careful husband to the defendant, treating her kindly and furnishing he a good home and clothing and caring for her the best he was financially able to. yet the defendant disregarding her marital vows. and duty she owed to her good name and her husband, has been guilty of committing adultry with one William Titsworth at Marysville, Ohio. on or about the 15" day of May 1901. and at frequent and different times at Marysville, Ohio and vicinity, from that time to the 18" day of August 1901, the place and exact date the plaintiff is unable to give of each time.

On the 18th, day of August 1901. the defendant was on her way to visit her parents at Worthington, Ohio when the said William M. Titsworth whose full name is William Milton Titsworth and who was the Secretary of the Union County Agricultural Society, under the pretense of going to Wapakoneta, Ohio to see the Secretary of Auglaize County Agricultural Society went by the way of Milford Center to Columbus, Ohio and met the defendant in Columbus, Ohio on said day and took her to the Arcade Hotel in said City and registered as William Milton and lady leaving off the Titsworth and took room No. 5 in said Hotel and occupied it until August the 19th, 1901 with said defendant under the name of William Milton and lady in a state of adultry. Again on her return on August 21" said William M. Titsworth met the defendant and they went to the same hotel in the same room and remained there until the 22nd day of August in a state of adultry when the defendant came home.

And at frequent intervals and whenever the opportunity would present itself from the 22nd day of August 1901 until the 18th of March 1902 said defendant had illicit intercourse with said William M. Titsworth the exact time and place the plaintiff is unable to give. That on the 18th day of March 1902 the said defendant started to visit her parents at Worthington, Ohio and the said William M. Titsworth in order to meet her on her way home went to Columbus on the 10:23 P.M. train on the evening of March 17th. and took said room five in

said hotel and remained over night and at breakfast and paid his bill under the name of William Milton. On said 18th day of March upon the arrival of the defendant he took her to said hotel and took said room five at said hotel and registered under the name of William Milton and wife; on said 18th day of March 1902 and remained at said hotel with said defendant in the state of adultry until the 19th day of March 1902 afternoon when the defendant proceeded on her way home. Said Titsworth giving out before he went to Columbus to meet defendant that he was going to Toledo on Insurance business and told the plaintiff upon his return from Columbus that he had been called to Toledo to see Dr. Jennings and that Dr. Jennings was going to take a $1000. insurance policy on his life through the agency of said Titsworth. Said plaintiff further says that said defendant is now pregnant with a child by said Titsworth and is now five or six month advanced in her pregnancy by him.

And said defendant has abandoned her home and her husband and refuses to return thereto.

That on the 24th day of August 1898. Plaintiff purchased the following described property in Marysville, Ohio for the sole purpose of making a home for himself and wife and paid the purchase money himself out of his own means and all dues and taxes on the same.

Plaintiff at the time of said purchase had the deed made to the defendant to the following described real estate situate in the County of Union State of Ohio, and in the Village of Marysville Ohio being part of Survey # 3355 and bounded and described as follows:

Beginning at a stake in the North west corner of Rebecca J. Robinsons land and in the South line of South Street formerly (North Street). Thence with said line North 85 deg West 57 feet to a stake at the North East corner of Walter M. Otte lot: Thence with the East line of said lot South 5 deg West 168 feet to the South East corner of the same and in the North line of W. J. and W. S. Eaton lot: Thence with said line and in the line of Hannah E. Bailys lot South 85 deg East 57 feet to a stake at the South West corner Rebecca J. Robinson land: thence with the West line of said land North 5 deg East 168 feet to the beginning containing 22/100 of an acre more or less.

That said real estate was so deeded that in the event of plaintiffs death she would have a home she only held the same in the capacity of a trustee while they lived together as husband and wife.

Said defendant having abandoned her home and husband, and forfeited her rights to the same by her pernicious and disgraceful conduct as above stated.

The plaintiff therefore prays the Court upon final hearing of this case to set aside the deed to the defendant for the reason heretofore stated in the petition, and to cause a decree to be entered of said Court upon the records of this Court giving all the rights and interests of the defendant of and to all of said real estate to this plaintiff and that the plaintiff be granted an absolute and complete divorce from the defendant and for all proper relief in the premises.

A. H. Kollefrath & J. W. Kennedy. Attys for Plffs.

State of Ohio. Union County., ss.
J. M. Kennedy being first duly sworn says the facts and allegations in the foregoing petition are as he verily believes are true.
J. M. Kennedy.

Sworn to and signed by said J. M. Kennedy Plaintiff before me this 15th day of May 1902.
(Seal) Chas Penhorwood. Clerk.

8059. Notice
May 15th. 1902. The following Notice was filed.
J. M. Kennedy
Vs. Union County. Court of Common Pleas.
Alta E. Kennedy.
To. Alta E Kennedy. You will take notice I have this day filed an amended petition in accordance with motion of the 14th of May 1902 to make my petition more definite and certain as stated in said motion
Marysville O. Aug 10th. 1902. J. M. Kennedy.

8059. Motion
Aug. 11th 1902. The following Motion was filed.
J. M Kennedy.
Vs. Court Common Pleas. Union County Ohio.
Alta E. Kennedy
The defendant in the above entitled case now comes and for motion asks the Court for an order requiring the plaintiff to furnish the defendant herein with alimony pendente lite.
Alta E. Kennedy.

8059. Entry
Sep 16th. 1902. The following Entry was filed.
J. M. Kennedy.
Vs. Court Common Pleas. Union County, Ohio.
Alta E. Kennedy.
This day this cause came on to be heard upon the motion of the defendant for alimony pendente lite in this case: whereupon the Court on consideration of the same, orders that the defendant be allowed the sum of $25.00 payable by the plaintiff to the defendant within 30 days.

8059. Entry
Oct. 18th. 1902. The following Entry was filed.
J. M. Kennedy.
Vs. Court Common Pleas. Union County. Ohio.
Alta E. Kennedy.
This day this cause came on to be heard upon the petition and testimony of the plaintiff. and the Court being fully advised in the premises. find for the plaintiff and find that said defendant has been guilty of gross neglect of duty. It is therefore ordered and adjudged by the Court that the plaintiff be granted a complete divorce from the defendant. each party be released from the obligation thereof and that the plaintiff pay the cost of this action taxed at $
Attest. Chas Penhorwood Clerk.
by Minnie Penhorwood. 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 of the State of Ohio. before the Hon. Duncan Dow. Judge of said Court. of the September Term. A. D. 1902.

Be it remembered that heretofore to wit: on the 2nd day of May 1902 the following Petition was filed with the Clerk of said Court to-wit:

3072. Petition.

Alma Kennedy.
Vs. Court Common Pleas, Union County. Ohio.
Alta E. Kennedy and Jas. M. Kennedy.
and The Citizens Home and Savings Company.

For first cause of action against said defendants Alta E. and J. M. Kennedy the plaintiff Alma Kennedy says there is due to her from said Alta E. and J. M. Kennedy on the promissory notes of which the following are copies the sum of Dollars with interest from the 24" day of August 1898 the following are copies.

Note No. 1 $100, Marysville O. August 24th, 1898

One year after date we or either of us promise to pay to the order of Alma Kennedy. One hundred Dollars with interest from date, interest payable annually. Secured by Mortgage

Signed Alta E. Kennedy
Joseph M. Kennedy.

Note No. 2 $100 Marysville O. August 24' 1898.

Two years after date we or either of us promise to pay to the order of Alma Kennedy. One hundred Dollars. with interest from date payable annually. Secured by mortgage

Signed Alta E. Kennedy & Joseph M. Kennedy.

Note No. 3" Marysville O. Aug 24" 1898.

Three years after date we or either of us promise to pay to the order Alma Kennedy. One hundred Dollars interest from date at 6% payable annually. secured by mortgage.

Signed Alta E. Kennedy & Joseph M. Kennedy.

All of the above notes given by said Alta E. Kennedy & Joseph M. Kennedy to Alma Kennedy are past due and unpaid.

Plaintiff further says for cause of action and to secure the payment of the above described promissory notes as above dated and to secure the payment of all of said promissory notes herein before mentioned according to the tenor and effect thereof. She said Alta E Kennedy together with her husband Joseph M. Kennedy duly executed and acknowledged and delivered to the plaintiff their certain deed bearing date august 24" 1898 and thereby conveyed to the plaintiff in fee simple free from all rights including that of dower of the said Joseph M. Kennedy in the said following discribed lands and tenements and hereditaments situate in said County of Union State of Ohio. to-wit:- Being part of Survey No. 3354 and in the Village of Marysville state of Ohio. and bounded and described as follows.

Beginning at a stake at the North West. corner of Rebecca J. Robinsons land and in the South line of South Street (formerly North Stret) Thence with said line N 85° W 57 feet to a stake at the North East corner of Walter M. Otte lot. Thence with the East line of said lot S 50. W. 168. feet to the

South East corner of the same and in the North line of M. J. and M. S. Eators lot. Thence with said line and the line of Hannah E. Baileys lot S. 85 ª E 57 feet to a stake at the South West corner of said Rebecca J Robinsons land. Thence with the West line of said land N 5 ª E. 168 feet to the beginning Containing 22/100 of an acre more or less. Said deed was delivered to the Recorder in the Recorders office of said County for record according to law on the 28 day of August 1898 at o'clock, and was duly recorded in book 40 of records of Mortgage 341 of said book. That said deed of Mortgage has a condition thereunder written that in case the said Alta E. Kennedy or Joseph M. Kennedy. should pay or cause to be paid cash of said promissory notes when and as they respectively became due, then said deed should be paid. otherwise to be and remain in full force.

That said Alta E. Kennedy or Joseph M. Kennedy have both failed to pay any part of either of said notes or the interest thereon. though the same are past due wherefore. said deed of Mortgage has become absolutt. Said plaintiff further says said Citizens Home and Savings Co. of Marysville Ohio claims said lean upon said premises prior to this plaintiff. Wherefore the plaintiff asks for judgment against said defendants Alta E. Kennedy & Joseph M. Kennedy for the sum of Three hundred Dollars with six per cent interest thereon from August 24" 1898. and judgment & 6% on $18 Dollars from the 24" day August 1899. and judgment for $18 Dollars and interest on $36 Dollars from august 24" 1900 and for $18 Dollars and interest on $54 - Dollars from August 24. 1901. and that said real Estate be sold as an Executor and the claim of the Citizens Home and Saving Company be paid as found by the Court to be due and that said Citizens Home and saving Co set up the amount and value of their prior claim. and that the Court order the plaintiffs claim paid out of the proceeds of said sale and recover her costs taxed at $. and for all proper relief in the premises.

J. M. Kennedy & A. H. Kollefrath atty.

8072. Cross Petition

The State of Ohio Union County. ss

J. M. Kennedy one of the Attys for plaintiffs being first duly sworn says the facts of the foregoing petition are within the personal knowledge of the said Attorney and are true as he verily believes.

J. M. Kennedy

Sworn to and subscribed before me by the said J. M Kennedy this 2nd day of May. 1902.

Chas Perkinswood. Clerk.

8072. Waivers

May 2. 1902. The following Waiver was filed

Now comes the defendant The Citizens Home and savings Company and waives the service of a summons and enters its appearance herein -

The Citizens Home & Saving Co. James E. Robinson its Atty.

Marysville Ohio May 2 d, 1902.

I hereby waive the issuing and service of summons in the within case and enter my appearance herein

Joseph M. Kennedy.

8072. Pleipe

8072. Summons

8072. Pricipe

To the Clerk Issue Summons directed to the Sheriff of Franklin County for Alta E. Kennedy returnable according to law. Endorsed foreclosure and judgment prayed for amount claimed $300, with interest from aug 24" 1898. at 6% in three hundred Dollars and judgment for $11,40 cts an interest and for Marshaling Liens.

A. H. Kollepath. Atty.

8072. Summons

May 2nd, 1902. The following Summons issued.

The State of Ohio. Union County ss.

To the Sheriff of the County of Franklin Greeting

We Command you to notify Alta Kennedy that She has been sued by Alma Kennedy in the Court of Common Pleas, of Union County, and that unless she answers by the 31st day of May A. D. 1902. the petition of said plaintiff against her 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 12th. day of May A. D. 1902. Witness my hand and the seal of said Court, this 2" day of May A. D. 1902.

(Seal) Chas C. Richwood. Clerk.

Sheriffs Return.

The State of Ohio Franklin County, ss.

Recived this Writ May 3" A.D. 1902, at 9 o clock A.M. and pursuant to its command, on the 9 day of May. A.D. 1902. I served the same by personally handing a true copy thereof with all the indorsements thereon to the within named defendant Alta E. Kennedy.

(Sheriffs Fees) Total $2,70

Charles A Pearce Sheriff.

By E. E. Buell. Deputy.

8072. Cross Petition

May 5th. 1902 The following Cross petition was filed.

Alma Kennedy.

Vs. Court Common Pleas. Union County. Ohio.

Alta E. Kennedy. et, al.

Now comes Joseph M Kennedy one of the defendants in said action and for answer and Cross petition says he admits the indebtedness set up in the plaintiffs petition as well as the prior claim of the Citizens Home and Savings Co. and says that on the 24" day of august 1898 he purchased the property therein described of the plaintiffs. and joining with his wife said Alta E. Kennedy executed a note to Citizens Home and Savings Co. for five hundred Dollars as an advanced loan on said property also the three notes described in the plaintiffs petition. and executed a Mortgage on said property to secure the same. at the time of said purchase he had the deed made to his then wife Alta E. Kennedy in order to protect her from want in the event of his death, and also for a home for them both. we immediately took possion and lived together until March 18th 1902 when she left the defendant without any cause whatever. Prior to this time and during the year 1901. she had been guilty of adultery with one With one William M. Titsworth and had became pregnant

with child by him - and when she became satisfied that she was with child by him. She left her home and went to her parents at Worthington Ohio where she now resides. She left her home and her husband without his knowledge or consent she representing to him she was just going on a visit to return soon. but she now absolutely refuses to return or live with this defendant. Since the purchase of said property said defendant J. M. Kennedy has paid upon said property by way of dues interest tax and repairs about three hundred Dollars of his own money that said Alta E. Kennedy has never paid one cent nor neither brought one cent at Marriage or since to this defendant. She being wholly destitute of property or money at their marriage Feb 2 "1898. This defendant further says his said wife has abandoned her home. on account of the results of her adulterous conduct. and is seeking to deprive this defendant of his home. or any of the money paid in by him on her property to which she holds only in trust capacity so long as this defendant lives. This defendant therefor prays that upon the sale of said property under his foreclosure suit. That on distributain of the proceeds of said sale. after the payments of all leans cost and tax, that the Court order any balance that may remain in the hands of the Sheriff. paid to this defendant to rembruse him fo the money so paid out for said defendant Alta E. Kennedy upon said property and for all proper relief.

J. M. Kennedy Atty for Deft.

State of Ohio Union County, ss.

J. M. Kennedy being first duly sworn says the facts and allegations of said answer and cross petition are as he believe true

J. M. Kennedy.

Sworn to and subscribed by the said J. M. Kennedy before me this 5 day of May. 1902.

(Seal) Chas Perkinswood Clerk.

June 9th, 1902. The following Entry filed.

8072. Entry

Alma Kennedy

Vs. Court Common Pleas, Union County. Ohio.

Alta E. Kennedy et. al.

This day this cause came on for hearing on the petition of the plaintiff on the promissory note set forth in the petition. with interest to the first day of this date, the sum of $37,60 The Court further finds that in order to secure the payment of said note the defendant Alta E. Kennedy and J. M. Kennedy her husband executed and to said Alma Kennedy their certain mortgage as in the petition described and on the premises therein described. The said Mortgage was duly recorded in Book 40. Page 341 of records of mortgages of Union County, Ohio. and is a good and solid lein on said premises described in the petitions, and that the conditions of said mortgage have been broken. subject to the claim of the Citizens Home and Savings Company as set forth in their evidence and Cross petition herein filed which is the first and best lein on said premises. It is therefore

8072. Order of Sale

ordered by the Court that the plaintiff recover of the defendants the sum of $376,06 as therefore found due. and it is further adjudged now unless the said defendants Alta E. Kennedy and Joseph M. Kennedy shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case, and to the plaintiff, the said sum of $376 06 and subject to the claim of the Citizens Home and Saving Co. the defendants. equity of redemption. be foreclosed and the said premises be sold subject to the mortgage lien of said C. H. & S. Co. on that an order of sale issue therefore to the Sheriff of Union County Ohio directing him to appraise, advertise and sell said premises as upon execution. subject to said lien of said C. H. & Sa. Co. and report his proceedings to this Court for further order.

J. M. Kennedy for Plff. James E. Robinson Atty for C. H. & Sa. Co.

June 16th. 1902. The following Order of Sale was issued:-

8072. Order of Sale

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

Whereas, at the Court of Common Pleas. holden at the Court House in Marysville in said County of Union on the 10th day of June 1902, Alma Kennedy obtained a judgment and decree against Alta E. Kennedy et.al. for the sum of Three Hundred and Seventy-six 06/100 Dollars and Fifty Dollars, costs of suit: And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Alta E. Kennedy et.al. within 5 days from the 10th day of June A. D. 1902 pay unto the said Alma Kennedy the said sum of $376 06 with interest from the 10th day of June 1902, and costs aforesaid, and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiffs petition, &c. And, Whereas, the 5 days aforesaid have fully expired, and the said sum of $376 06 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:-

Being part of survey No. 3354 and in the Village of Marysville and described as follows:

Beginning at a stake at the Northwest corner of Rebecca J. Robinsons land and in the South line of South Street (formerly North Street) Thence with said line N. 85° W. 57 feet to a stake at the North east corner of Walter M. Otte's lot; thence with the East line line of said lot S. 5° W. 168. feet to the South East corner of the same and in the North line of M. J. and M. S. Eaton's lot; thence with said line and the line of Hannah E. Bailey's lot, S. 85° E. 57 feet to a stake at the South West corner of said Rebecca J. Robinson's land; thence with the West line of said land N. 5° E. 168 feet to the beginning, containing 22/100 of an acre more or less.

We, therefore Command You. That you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute

regulating Sales on Execution, and you apply the proceeds of such sale in Satisfaction of said judgment and decree. with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date thereof, and bring this order with you.

Witness my signatur as Clerk of our said Court of Common Pleas. and the seal of said Court, at Marysville this 16th. day of June A. D. 1902

Chas Penhorwood Clerk.

(Sheriff's Return)

The State of Ohio, Union County, ss.

In obedience to the command of the Order of Sale hereto annexed, I did, on the 16" day of June 1902 summons J. H. Ryan, F. T. Arthur, and John L. Sellers. three disinterested freeholders residents of said County who were by me sworn to impartially appraise the lands and tenements therein described, upon actual view, and aftemard. on the 16" day of June A.D. 1902, 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 $1300 co Thirteen Hundred Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court, of Common Pleas of said County, And on the 25 day of June 1902, 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 26" day of July A. D. 1902. at 1 o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit: 5 consecutive weeks; and in pursuance to said notice, I did. on said 26 day of July A.D. 1902 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came J. M. Kennedy who bid for the same the sum of $975-00 Nine hundred and forty five Dollars, and said sum being more than two-thirds of the appraised value thereof. and said J. M. Kennedy 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 Nine Hundred and forty five $975-00 Dollars. Sheriffs Fees. Total $15,26 Appraisers fees $3,00

S. F. Burnham. Sheriff.

8072. Cross Petition

June 9th, The following Cross Petition was filed.

(Should have been recorded before Order of Sale)

Alma Kennedy

Vs. Court Common Pleas. Union County. Ohio.

Alta E. Kennedy

The Citizens Home and Savings Company one of the defendants herein says. That it is an Association duly organized and incorporated under the laws of the State of Ohio providing for the incorporation of Building and Loan Associations, and that its principal office is at Marysville, Ohio.

1. First cause of action: For a first cause of action the said defendant, The Citizens Home and Savings Company says: That on the 27 day of August 1898

the said defendant Alta Kennedy and Joseph M. Kennedy made and delivered to said Company her contract, in writing, of which the following is a copy.
500 00

Marysville, Ohio Aug 27, 1898.

Received as a loan from the Citizens' Home and Saving's Company, of Marysville, Ohio, the sum of Five Hundred Dollars, which sum I agree to pay with Sixty five cents per week interest thereon, payable weekly, as follows: I hereby subscribe for five shares of stock in said Company, of one hundred dollars each, book No. 1965 and I agree to pay to said Company, weekly, not less than One. 75/100 Dollars, which sum is to be applied as follows:

First, To the payments of any fines, insurance, taxes or the assessments made against me in accordance with the Bylaws of said Company.

Second, To the payment of the interest due on said loan.

Third, The balance of said amount to be applied toward the payment of my side stock subscription. Said weekly payments shall be continued until said stock is fully paid up by the payments applied thereto as above stated, and the dividends declared thereon.

I also hereby assign the stock aforesaid to said company as collateral security for said loan, and I authorize it, when said stock is fully paid up, or should I fail for eight weeks to make the payments above stated, at its option to withdraw said stock in accordance with the By laws of said Company, or an or all of the money paid thereon, and apply the amount withdrawn to the payment of said loan, or the interest thereon, or any of the assessments above stated.

Should any part of said loan or the interest thereon or any of said assessments remain unpaid after the withdrawal value of said stock is so applied, they shall become due and payable at the option of said Company.

Alta E. Kennedy. & Joseph M. Kennedy.

The said defendants Alta E. Kennedy and Joseph M. Kennedy has paid to said company the sum of $225.75/100 Dollars which has been applied according to the terms of said contract as follows: For interest $120.57/100 and for insurance $23 65/100 the remainder $81 57/100 has been credited as dues on said stock. The dividends declared on said stock are $8 10/100 Dollars. The said defendants Alta E. Kennedy & Joseph M. Kennedy has failed to make the weekly payments as agreed to be paid in said Contract for 10 weeks, the last having been made on said stock on the 24 day of March 1902.

II. Second cause of action: For a second cause of action the said defendant The Citizens Home and Savings Company says: That on the 27 day of August 1898, and to secure the said loan, and weekly payment, set forth in said contract in said first cause of action herein, the said defendants Alta E. Kennedy and Joseph M. Kennedy executed and delivered to said defendant The Citizens Home and Savings Company their mortgage deed and hereby conveyed to said Company the following described real estate, viz: Situate in the Village of Marysville County of Union, and State of Ohio. Beginning at a stake the North West corner of Rebecca J. Robinson's land and in the South line of South Street: Thence with said line N. 85° W. 54 feet to a stake at the North East corner of Walter M. Otte's lot: Thence with the East line of said lot S. 50 W. 168 feet to the

Southeast corner of the same and in the North line of W.J. & W.S. Eatons lot: Thence with said line and the line of Hannah E. Bailey's lot. S 85° E. 57 feet to a stake at the South West corner of said Rebecca J. Robinsons land: Thence with the West line of said land N. 5° E. 168 feet to the beginning. Containing 22/100 of an acre more or less.
The condition contained in said mortgage was as follows:
Provided, nevertheless, and these presents are upon this conditions: That, whereas, the said Alta E. Kennedy has entered into a contract in writing with said Company in the words and figures following, to-wit: (as heretofore stated)
Now, if the said Alta E. Kennedy 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 27 day of August A.D. 1898. 10 o'clock A.M. said mortgage was delivered to the recorder of said Union County, Ohio, for record, and was duly recorded in Volume 41 page 155 of the Records of Mortgages of said County. Said Mortgage deed has become absolute. There is due and remaining unpaid upon said Dollars, on the 24 day of March 1902 and the further sum provided in said contract, viz: said for interest 65/00 Dollars, in all 65/00 Dollar for each and every week from and after said 24 day of March 1902.
The said defendant The Citizens Home and Savings Company, therefore ask judgment against said Alta E. Kennedy and Joseph W. Kennedy for said sum of $410 38/100 Dollars and 65/00 Dollars for each and every week from and after March 24. 1902 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 $410 38/100 Dollars, and 65/00 Dollars per week additional from and after the 24 day of March 1902 until paid, and for all proper relief in the premises.

James E. Robinson Atty for C. H. & S. Co

State of Ohio, Union County ss.
James E. Robinson 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 Cross petition are, as affiant believes, true.

James E. Robinson.

Sworn to by said James E. Robinson before me and signed by him in my presence this 8 day of June 1902.

(Seal) Chas C. Renkenwood
Clerk of Court in and for Union County, Ohio.

8072 Summons

August 14th, 1902 The following Summons in Cross Petition was issued
The State of Ohio. Union County, ss.
To the Sheriff of Franklin County:
You are commanded to notify Alta E. Kennedy (Worthington O.)
That J. W. Kennedy has filed an answer and Cross petition in the case of Alma Kennedy against Alta E. Kennedy et. al. in the Court of Common Pleas of Union County, and that she must answer by the 13th day of Sept. A.D. 1902 or the said cross-petition will be taken of this summons on the 25th day of Aug A.D. 1902. Witness my hand and seal of the said

8072 Sheriff Sale.

8072. Entry.

Court. this 14th. day of August A.D. 1902
(Seal) Chas C. Penhorwood. Clerk.

Sheriffs Return.

The State of Ohio Franklin County, ss.

Received this Writ Aug. 15" 1902. at 9 o'clock A.M. and served same by leaving a true copy thereof with all the indorsements thereon at the usual place of residence of the within named defendant Alta E. Kennedy

Sheriffs Fees. Total $2.90

(Seal) Charles A. Pearce Shiriff. Everett Spurlock Dept.

8072 Sheriff Sale.

Oct, 18. th. 1902 The following Sheriffs Sale was filed

Alma Kennedy

Vs On Order of Sale.

Alta E. Kennedy.

Court Common Pleas. Union County. Ohio. J.M. Kennedy. Attorney

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County. Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, July 26th 1902. at about the hour of one o'clock P.M. on said day, the following discribed real estate to wit:- (See Cross Petition Page 272)

Appraised at Thirteen Hundred & 1300,00 Dollars.

S.F. Burnham Sheriff of Union County Ohio.

The State of Ohio, Union County. Ohio. 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 June 25, 1902.

H.C. Shearer.

Sworn to and subscribed before me, this 18" day of Oct. 1902.

Printers fees $16.50 (Seal) Chas Penhorwood. Clerk.

8072. Entry.

Oct. 18th, 1902. The following Entry was filed.

Alma Kennedy.

Vs. Court Common Pleas. Union County. Ohio.

Alta E. Kennedy & Joseph M. Kennedy.

This day this cause came on for Confirmation of sale and 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 H.J. Conklin by deed according to law the property so sold. and the purchaser is hereby subrogated to all the rights of the said lien holders. in said premises so far as they may be paid herein for the protection of his title. and a writ of possession for said premises. be awarded, to put said purchaser in possession of said premises. It is further ordered that Clerk cause satisfaction of the mortgages

herein sued on to be entered on the records thereof in the office of the recorder of Union County. and the Court Coming now to distributute the proceeds of said sale amounting to $945 it is ordered that the Sheriff out of the money in his hands pay. first to the Treasurery, this County. the taxes penalty. and interest against said property to-wit the sum of $ Dollars.

Secondly: The cost of this claim taxed at $.

Thirdly. To the Citizens Home and Savings Company. the amount heretofore found due them with interest to-wit. the sum of $ 429, 44/100 Dollars

Fourthly. To the plaintiff Alma Kennedy the amount heretofore found due her with interest to wit. the sum of $ 383 53/100 Dollars

Fifthly.

Then to the defendant Alta E. Kennedy the balance found due in the hands of the said Sheriff.

J. M. Kennedy Atty. for Plff.
Alma Kennedy. and for J. M. Kennedy.

Attest:- Chas Penhorwood. Clerk.
By Minnie Penhorwood Deputy.

8121.
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 January Term A.D. 1902.

Be it remembered that heretofore to-wit: on the 2nd day of Oct, 1902. the following Petition was filed with the Clerk of said Court, to wit:-

8121. Petition

Isaac H. Moore

Vs. Court Common Pleas, Union County, Ohio

Marlida Moore.

The said plaintiff, Isaac H. Moore, says that he has been for more than one year last past a resident of the State of Ohio, and that he now has a bona fide residence in the County of Union, in said State. The said plaintiff and defendant were married on the 4th. day of February A.D. 1894. near Richwood, Ohio.

That plaintiff has always conducted himself towards defendant as a true and dutiful husband and he always endeavored, to the best of his ability, to conduct himself toward defendant as a dutiful husband should at all times. Yet notwithstanding all this, defendant has been guilty of gross neglect of her ardial duty toward plaintiff in this:

The plaintiff has been in health for three or four years last past and has resided in Union County, Ohio, on a small farm owned by his children, by a former marriage.

That on said farm, from the natural proceeds thereof, and products raised thereon, plaintiff and defendant could live in comfort: that plaintiff and defendant so lived on said farm until about November 1st. 1901. when wholly at the solicitation of defendant, and against his own wishes, but to keep peace in their said family the plaintiff and defendant removed to Marion, Ohio. That while plaintiff and defendant lived at Marion, Ohio, the health of plaintiff became impaired, and he became enfeebled so that plaintiff could not making a living for himself, defendant, and their children, and a child born to the defendant while she was still an unmarried woman, of which plaintiff was not the father. That by reason of the continued ill health of plaintiff, and his inability to work and earn a living in Marion, Ohio, for himself and said family, and seeing all the time clearly, that his health was constantly becoming impaired, and his ability to work and earn a living for himself and said family, becoming less and less each day, and finding no work that a man of his enfeebled and weakened health could do, being unable to work over one or two hours a day, plaintiff asked the defendant to remove with said family to said farm in Union County, where natural products of the soil could be easily raised and harvested by plaintiff, despite his enfeebled health, but said defendant, on or about July 28th. 1902 refused to leave Marion, or to remove to Union County, after plaintiff had made all proper arrangements and had a team to remove said defendant and said family and their household goods, now in the possession of the defendant, to Union County, Ohio, all without any reason therefor on her part. That on said farm there was located a house which would have been comfortable and

suitable for defendant and said family. That thereupon defendant stated to plaintiff that he could go to said farm, if he wanted to, but she would stay in Marion.
That on or about July 28th. 1902. the defendant refused to live with plaintiff, and refused to remove to a home he had prepared for her and said family and has ever since failed and refused to cook, for him, care for him, or perform any of her ordinary marital and household duties towards plaintiff and has ever since chosen to, and has lived apart from him. Although she knew she had a home prepared for her and said family where he, she, and said family could live together in plenty and comfort. That in consequence and by reason thereof, the plaintiff has had to live seperate and apart, from her, without any fault or provocation whatever on his part, cook for himself, or be dependant on the two children by a former marriage, who are in poor health and hardly able to do any thing for him.
The plaintiff says that he believes and on such belief, alleges it to be a fact, that on said farm, the plaintiff, defendant, their legitimate children herein named and said illegitimate child could live together in comfort and plenty all the time, notwithstanding the fact that plaintiff is in poor and feeble health, as defendant all the time knew. That he could maintain the defendant and all of said children, legitimate and illegitimate, in Union County County Ohio. but not in Marion, Ohio. That before the said desertion of defendant and her refusal to go to Union County, defendant would not allow plaintiff to correct said children or to have anything to do with their education, conduct, and manners, and were said children corrected in their demeanor by plaintiff, defendant would become angry and would become violent towards plaintiff.
That after the plaintiff was compelled to, and did remove to Union County, the defendant still refusing to remove to the plaintiffs said home, she became embittered towards plaintiff and she became a willing listener to all the idle talk in the neighborhood from gossiping women, and she gradually taught and directly caused the mind of said children of their patin hereto to become prejudice against plaintiff. The plaintiff has endeavored, himself, and through mutual friends to persuade defendant to become reconciled towards him and to remove with him to a home, but defendant steadily refuses to make any reconciliations with plaintiff.
That of late, knowing well the physical condition of plaintiff, she has continually harassed, tormented and annoyed the plaintiff, causing him much anguish and pain of body and anguish of mind and has by her aggression towards him, caused him much distress of mind and made the cares of life a heavy burden on plaintiff.
That said acts consist of, causing the plaintiff to be compelled to leave home and go to Marion, Ohio, frequently, when she well knew that he was unable to do so, and causing their neighbors to talk about plaintiff, to believe him a bad man, an unnatural father, a profligate husband when, all the time, defendant well knew to the same to be false, and the direct contrary thereof to be

8121. Summons.

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time. That the conduct and actions of defendant have destroyed the peace of mind of the plaintiff. The plaintiff says that by reason of the conduct, temperment, actions and disposition of defendant towards him, and the wide disparagement of ideas between them as to residence, when he has the right to choose the same, and the training of their said children, and the refusal of defendant to become reconciled after concessions of the part of plaintiff, and her constant readiness to believe what people who not have her interests at heart tell her, and her disposition to listen to idle talk and gossip, it is impossible for plaintiff and defendant to ever live together as husband and wife in peace, although plaintiff is now, and ever has been willing to try to do so.

The plaintiff says that he is willing to take said children herein and if he had the same on said form of which he can use, he could give said children a good home, educate the same properly, and give them a good education and he is willing to do so. Wherefore said plaintiff, Isaac H. Moore, prays that on final hearing he may be granted and decreed a divorce from said defendant, that he may be given the absolute care, control, custody and education of said minor children herein named, and for all proper relief in the premises.

Isaac H. Moore. By Hegolly & Myers, his Attys.

The State of Ohio, Union County, ss.

Isaac H. Moore, being first duly sworn says that he believes all the facts stated and allegations set forth in the foregoing petition to be true.

Isaac H. Moore.

Sworn to before me by the said Isaac H. Moore, and by him subscribed in my presence this 1st. day of October, A. D. 1902.

Chas Kenhorwood Clerk.

Precipe

To the Clerk of Court.

Please issue summons with copy of this petition for service on defendant directed to the Sheriff of Marion County, Ohio, returnable according to law.

(Seal) Hegolly & Myers, Atty's for Plaintiff.

8121. Summons

Oct 2" 1902. The following Summons was issued

The State of Ohio, Union County, ss.

To the Sheriff of the County of Marion, You are commanded to notify Marlida Moore That Isaac H. Moore has filed, in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a 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 13" day of Oct, A. D. 1902. Witness my hand and the Seal of said Court at Marysville this 2" day of Oct A. D. 1902. (Seal)

Chas Kenhorwood. Clerk.

Sheriff's Return.

Received 1-30 oclock. P.M. on the 3rd day of October A.D. 1902 and on the 9th. day of October A.D. 1902. I served the same upon the defendant Marilda Moore personally a true copy thereof together with a certified copy of the petition in this case.

Sheriffs fees 1 Total 90 cts

Peter C. Sells. Sheriff.
P.H. Sells. Deputy.

8121. Motion. Oct. 30th. 1902. The following Motion was filed.

Isaac. H. Moore. Motion for Alimony Pendente Lite.

Vs. Court Common Pleas. Union County. Ohio.

Marlida Moore.

Now comes the Defendant and moves the Court for an order and allowance of Alimony pendente lite, respectfully representing to the Court in that behalf, that she is without means, either for her maintenance and for the maintenance and support of her children pending the final hearing of this matter, or wherewith to employ and compensate counsel and make adequate defense herein, and that she has a good and valid defense to the action of the said plaintiff which she will be unable to maintain unless the Court by proper orders make provision for her in that behalf.

Marlida Moore. By Mouser & Quigley Atty's for Deft

State of Ohio. Marion County. ss.

Marlida Moore, being duly sworn, says that she is the defendant in the above entitled action and that the statements made in the foregoing her motion for alimony pendente lite are true, as she does verily believe.

Marlida Moore.

Sworn to before me and in my presence subscribed this 28th. day of October. A.D. 1902, Fee A.P. 40 cts.

Harry A. Quigley. Notary Public.

8121 Entry. Feb. 16th. 1903. The following Entry was filed.

Isaac. H. Moore.

Vs. Court Common Pleas. Union County. Ohio

Marelida Moore. Feb 16. 1903.

This day this cause came on for consideration by the Court: whereupon the Court dismissed the petition of plaintiff at his costs. It is therefore ordered and adjudged by the Court that the defendant recover of the plaintiff her costs herein, for which execution is allowed to issue.

Attest Chas Pemberwood. Clerk.
by Minnie Pemberwood 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 at the January Term A. D. 1903.

Be it remembered that heretofore to wit: on the 23 day of Dec 1902. the following petition was filed with the Clerk of said Court to wit-

8142. Petition

Louise L. Shields,

Vs. Court of Common Pleas. Union County Ohio.

Gamble Shields.

Louise L. Shields the above named complainant 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 more than one year last past.

That she was married to the said defendant Gamble Shields under the name of Lulie A. Liggett on or about the 8th day of October 1879 at Union County, Ohio and that there is now living one child Fay Shields the result of their marriage age 19 years.

That she has always conducted herself as a true and faithful wife to the said Gamble Shields.

That the defendant Gamble Shields has been guilty of gross neglect of duty in that he has failed to provide for the complainant and that he has abandoned and neglected her. left her to shift for herself without any provision whatever for her support.

The plaintiff says that she owns in her own right personal property consisting of house hold goods, wearing apparel etc. personal property in connection with the business that she has entered upon. That of retail distributer of coal in the village of Marysville, Ohio. That she also holds the title to a house and lot situated on Fourth Street. Marysville, Ohio described as follows:

Situated in the Village of Marysville, County of Union and State of Ohio. Beginning at a stake North corner of a lot owned by Mosel Thompson on Fourth Street: Running West with said Street 84 feet to a stone center of an Osage Orange Hedge: Thence with said hedge South 137 feet to a stake; Thence East 84 feet to said Thompsons West line; Thence North with said line to the place of beginning. Being a part of Out-lot # 2 and 7.

Wherefore the plaintiff prays that the said defendant Gamble Shields be required to set up herein his claims if any on the above mentioned property of the said Plaintiff.

That the plaintiff be adjudged and decreed a divorce from her said husband Gamble Shields and that the bonds of their said marriage may be absolutely dissolved and that she be decreed a title to the above real and personal property free and clear of any claims or rights of dower of the said Gamble Shields therein and for all proper relief.

Louise L. Shields, By J. H. Kinkade Atty.

8142. Summons. December 23. 1902 the following Summons was issued
The State of Ohio, Union County, ss.
To the Sheriff of the County of You are commanded
to notify Gamble Shields that Louise L Shields 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 hereunto served
on him) charging him with gross neglect of duty and asking
that she be divorced from him, and for other proper relief.
Said petition will stand for hearing during the term of said Court
next ensuing, and six weeks from and after the service of this writ.
You will make due return of this summons, on the 5th day of
Jan A.D. 1903 Witness my hand and the Seal of said Court at
Marysville, this 23" day of December A.D. 1902
(Seal). Chas C Penhorwood. Clerk.

Endorsement.

Macon, Ga. Dec. 29" 1902 I. Gamble Shields the defendant herein
acknowledge service of copy of petition & Summons in this action
for divorce & hereby waive process & enter my appearance herein
I have time and consent that the case my be heard at any time.
Gamble Shields 1st day of Jany. 1903.
J. H. Kinkade Atty.

Feb. 16, 1903 The following Entry was filed.

8142. Entry. Louise L. Shields
Vs. Court Common Pleas, Union County, Ohio.
Gamble Shields.

The defendant being in default this day this cause came on to be heard on the petition and the evidence and on consideration thereof, the Court find that the plaintiff Louise L. Shields, 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 this County of Union, and that the parties hereto were married as in said petition set forth and all and singular the facts alleged in the petition to be true.
The Court further find, upon the evidence adduced that the defendant has been guilty of gross neglect of duty, in that he has failed to provide for the complainant and that he has abandoned and neglected her left her to shift for herself without any provision whatever for her support. And that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered, adjudged and decreed by the Court that the marriage contract heretofore existing between the said Louise L. Shields and Gamble Shields be and the same hereby is dissolved, and both parties are released from the obligations of the same. And the Court find that the plaintiff Louise L. Shields is the owner of the following described real estate, not heretofore disposed of.
Situated in the Village of Marysville, County of Union and State of Ohio. Beginning at a stake North Corner of a lot owned by Mores Thompson on Fourth Street. Running West with said street 84 feet to a stone center of an Osage Orange Hedge: Thence with said hedge

South 134 feet to a stake: Thence East 84 feet to said Thompson West line: Thence North with said line to the place of beginning. Being a part of out-lot # 2 and 4.

And the same is hereby restored to her divested of all and every claim, title and interest by dower or curtesy or otherwise of said Gamble Shields. Said premises are hereby decreed to the said Louise L. Shields her heirs and assigns forever.

It is further ordered and adjudged that the said Louise L. Shields shall have. hold and possess said above described real estate in fee simple. with the said Gamble Shields for ever barred of any and all rights of dower or otherwise in said realestate.

And it is further ordered and adjudged that the said Plaintiff do also have. possess and enjoy as and for her own separate personal property, with the right to use. sell or dispose thereof, at her pleasure to-wit: all the wearing apparel and all house hold kitchen furniture and all other Personal property in her possession. free from any rights, claims or interests of the said Gamble Shields therein, and any dower or other rights he might have had therein are forever barred.

It is further ordered that the Plaintiff pay the costs of this action.

Attest Chas C Penhorwood. Clerk.
By Minnie Penhorwood. 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. at the January Term A. D. 1903.

Be it remembered that heretofore to-wit: on the 27th day of Sep. 1902 the following petition was filed with the Clerk of said Court to-wit:-

Petition

Annis Spain
Vs. Court of Common Pleas. Union County. Ohio.
Alonzo Spain.

Plaintiff says that she is an actual resident of Union County, State of Ohio and has had a bona-fide residence in said state for more than one year last past.

That she was married to the defendant on the 4th day of April 1880. That the following children are the issue of such marriage to wit: Ovie Spain, now Lawson, aged 20 years, Effie Spain - 19 years old. Morton Spain 14 years old, Nellie Spain 11 years old. and Bessie Spain now about 9 years old.

That defendant since said marriage has been guilty of extreme cruelty towards plaintiff, in this that defendant for the three years last past had become addicted to the liquor habit, and that upon coming home from town, when under the influence of liquor, would use profane and abusive language to the plaintiff, and in the presence of their children: That on the 16th day of August 1902 defendant violently pushed plaintiff with his clinched fist in the breast, hurting and bruising her, and in a great rage cursed plaintiff, calling her a God-dumned Hypocrite," and other profane and abusive language, at that time and at various other times.

Plaintiff further says that defendant is insolvent, and owns no property, and that the farm on which plaintiff resides belongs to her and her mother: That defendant raised thereon this present year about eight acres of corn, and that defendant leased on the shares about seven acres of ground on the farm of Almira Lawson, in which he has now in growing corn, owning one half thereof, all in Allen Township Union County Ohio near to Pottersburg.

Plaintiff has good reason to believe and does believe, and therefor avers the fact so to be that whatever property the defendant may have, to wit said lots of corn - on plaintiffs land and on the land of said Almira Lawson, will, forthwith upon commencement of this action be encumbered or disposed of by defendant, so as to defeat plaintiff from obtaining alimony thereof.

Wherefore plaintiff asks that alimony for her sustenance and expense during the pending of suit and an allowance for the support of said minor children be granted her, and that on the final hearing she may be decreed reasonable alimony out of his property, earnings and that said defendant be enjoined from disposing of or encumbering said corn, above described, or any property or interest he may claim in the same fields

8119. Praecipe.

8119. Summons

of com. Wherefore plaintiff prays that she may be divorced from defendant and that she may be decreed reasonable alimony, and awarded the custody of said children, and for such other relief as is proper.
Robt-W^c Crory. atty- for plaintiff.
The State of Ohio. Union County ss.
The plaintiff Annis Spain being duly sworn says that the allegations in the foregoing petition are true.
Annis Spain.
Sworn to before me and subscribed in my presence this 27th day of September (Seal) Robt-W^c Crory. Notary Public.

8119. Praecipe. Annis Spain. Vs Alonzo Spain. Filed Sep. 27. 1902. To Clerk.
Issue Summons in the above entetled case to Sheriff of Franklin County, Ohio. with copy of Petition. to be served on Alonzo Spain. Indore.
Action for Divorce and Alimony. Injunction allowed, Returnable according to law.
Robt-W^c Crory. Atty for Pltf.

8119. Summons. Sept. 27. A. 1902. The following Summons was filed.
The State of Ohio, Union County, ss
To the Sheriff of Franklin County. You are commanded to notify Alonzo Spain that Annis Spain 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 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 6th day of Oct. A.D. 1902.
Witness my hand and the Seal of said Court at Marysville this 27th day of Sept^r. A.D. 1902.
(Seal) Chas Pinkerwood. Clerk. by Milton Haines Deputy.
Sheriffs Return.
Received 9 o clock A.M. on the 27 day of Sept. A.D. 1902. and on the 27 day of Sept A.D. 1902. I served the same upon the defendant Alonzo Spain by personally handing a true copy thereof together with a certified copy of the petition in this case. Sheriffs fees. Total. $1,95
Charles A. Pearce Sheriff. By E.E. Bastain Deputy.

8119. Entry.

Jan 28th, 1903. The following Entry was filed.

Annis Spain.
Vs. Court Common Pleas. Union County Ohio.
Alonzo Spain

This day came the plaintiff and submitted this cause to the Court upon the pleading and evidence. On consideration whereof the Court being fully advised in the premises finds the facts stated in the petition to be true. That the plaintiff has been a resident of this State of Ohio for more than a year next before filing her petition. and at the time of filing it, was a bona fide resident of the County of Union, and that due and legal service has been served by Summons and copy of the petition on the defendant, more than six weeks prior to this date. and that the defendant has been guilty of extreme cruelty as in the said petition set forth. And by reason thereof the plaintiff is entitled to a Divorce. The Court further finds that the plaintiff is a suitable person to have the custody and controle of said minor children. and that she should have the corn and crops mentioned in the petition as and for Alimony.

It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between said parties. be and the same is hereby set aside and annulled and both parties released from the obligations of the same. It is further decreed that the plaintiff have the custody and controle of the minor children named in the petition. and that she have as Alimony the Corn fodder. and crops in the petition named as and for Alimony and that she pay the costs.

Attest- Chas Penhorwood Clerk.
By Minnie Penhorwood Deputy.

8045
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 Mcrae. Judge of said Court. at the January Term A.D. 1903.

Be it remembered that heretofore to wit. on the 28th. day of Feb. 1902. the following Petition was filed with the Clerk of said Court. to-wit.

The Marion Manufacturing Company. a corporation of Ohio.

8045 Petition

Vs. Court Common Pleas. Union County. Ohio.

J. William Powell, & Alice Powell.

The Plaintiff. The Marion Manufacturing Company, is a corporation duly incorporated, organized and doing business under the laws of Ohio.

First Cause of Action. There is due the Plaintiff from the defendant J. William Powell upon a promissory note, a true of which (there are no credits or endorsements) is hereto attached, marked "Exhibit-A" and made a part of this petition, the sum of Three Hundred and Twenty-nine Dollars and Eighty-seven cents ($329.87) which the Plaintiff claims with interest from October 1st. 1901. at the rate of eight-per cent (8%) per annum. payable annually.

Second Cause of Action. Adopting and re-averring all the allegations of the first cause of action above stated. the Plaintiff says that shortly after executing said promissory note and for the purpose of securing the payment of it and three other notes for Three Hundred and Twenty-five Dollars ($325.00) each. not yet due. all dated October 9th. 1900. The Defendants J. William Powell and Alice Powell, his wife, who released her dower. executed and delivered to Plaintiff their certain mortgage deed dated October 16th. 1900. by which they conveyed the following described real estate situated in the Township of Claiborne. County of Union and State of Ohio, to wit:-

Beginning at the Southeast corner of a two acre lot heretofore conveyed by Wm. H. Marriott and wife to Andrew Watson; thence N. 82 degrees E. six poles with the center of the Richwood and York Center Pike; thence N. 16 degrees W. twenty-six and 2/3 poles; thence S. 82 degrees W. six poles. northeast corner of said two acre lot; thence S. 16 degrees E. twenty-six and 2/3 poles to the place of beginning. containing one acre, more or less: being part of the farm heretofore owned by Robert J. Smith, being same premises conveyed by George Metzger and wife to Nelson Hurd by deed recorded in Book 55 of Union County deed records. Said Mortgage contained the following conditions. The condition of this deed is such. that whereas the said J. W. Powell has executed and delivered to the said The Marion Manufacturing Company four certain promissory noted dated October 9th. 1900. to-wit:-

One Note for $325.00 due October 1. 1901.
One Note for $325.00 due October 1. 1902.
One Note for $325.00 due October 1. 1903.
One Note for $325.00 due October 1. 1904.

with interest at six per cent per annum from July 1. 1901. payable annually until maturity, and eight per cent (8%) after maturity upon due and unpaid interest. payable annually until

paid: Now if the said J.W. Powell or his assigns, executors or administrators, or either of them shall well and truly pay the aforesaid notes, and the interest thereon, according to the true thereof, to the said The Manufacturing Company, its successors or assigns, then the above deed shall be void; otherwise the same shall remain in full force and virtue in law."

Said mortgage deed was fully filed for record on the 20th day of October, 1900, in the office of the recorder of Union County, Ohio. and was by him duly recorded in Volume 42. pages 517 and 518 of the records of mortgages of said County. whereby the same became a good and valid lien on said premises. the first in priority and such it still remains. The conditions in said mortgage deed has been broken by failure to pay the first note therein described. The Plaintiff prays. therefore, that he may have judgment against the said J. William Powell in the sum of Three Hundred and Twenty-nine Dollars and Eighty-seven cents (329.87) with interest at eight per cent (8%) per annum from October 1st. 1901: that the amount due Plaintiff on said note may be found by the Court, that validity and priority of liens may be determined. that Defendants equity of redemption may be foreclosed. that said premises may be ordered sold and the proceeds applied to the payment of the amount found due the Plaintiff, according to the priority of its liens. and that it may have all proper relief.

The Marion Manufacturing Company
By Charles C. Fisher. Its Attorney.

In the State of Ohio, Marion County, ss.

Charles C. Fisher, being duly sworn says that he is one of the Officers. namely the Secretary, of The Marion Manufacturing Company which is a corporation of Ohio. and that all the facts stated and allegations contained in the foregoing petition of said corporation are true. as affiant verily believes.

Charles C. Fisher.

Sworn to before me by Charles C. Fisher and by him signed in my presence this 27 day of February. 1902.

(Seal) H. Edmund Hill. Notary Public Marion County Ohio.

(Exhibit A.)

$325,00

On or before the 1st day of October 1901. for value received we jointly and severally promise to pay The Marion Manufacturing Company (incorporated) of Marion. Ohio or order at Richwood Bank in Richwood Ohio. Three Hundred and Twenty-five Dollars, with interest at 6 per cent, per annum, from July 1/1901 payable annually until maturity and 8 per cent after maturity upon principal and upon due and unpaid interest. payable annually until paid.

Witness our hand this 1st day of October, 1900, P.O. Richwood Ohio Union County.

J.W. Powell.

8045 Praecipe

8045 Summons

8045 Entry.

8075 Precipe

Feb 28th. 1902. The following Precipe was filed.
The Marion Mfg Co.
Vs. Court Common Pleas. Union County, Ohio.
J. W. Powell. et al.

To the Clerk of said Court. Issue Summons in the above entitled case. for the defendants J. William Powell and Alice Powell. directed to the Sheriff of Union County, Ohio, indorsed: Amt claimed $ 329.87 with interest from Oct 1st, 1901 at 8% per annum and equitable relief returnable according to law.

Charles C. Fisher Atty for Pltff

8075 Summons.

Feb 28th. 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 J. William Powell and Alice Powell that they have been sued by The Marion Manufacturing Company, in the Court of Common Pleas, of Union County, and that unless they answer by the 29th day of March A. D. 1902. the petition of said Marion Mfg Co. against them 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 10th day of March A. D. 1902. Witness my hand and the Seal of said Court. this 28th day of Feb. A. D. 1902. (Seal)

Chas C Renhorwood Clerk.

Sheriff's Return.

The State of Ohio. Union County, ss.

Received this Writ March 1st A. D. 1902. at 9 o'clock A.M. and pursuant to its command, on the 6th day of March. A. D. 1902
I served the same by personally handing to each of the within named defendants a true and certified copy of this writ with all the endorsements thereon. Sheriffs fees. Total. $ 3.41

S. F Burnham Sheriff. Allen Haines Dpt.

April 1st. 1902. The following Entry was filed.

8075 Entry.

The Marion Manufacturing Company. a corporation of Ohio.
Vs. Court Common Pleas. Union County Ohio.
J. William Powell and Alice Powell.

This cause now coming on for hearing on the plaintiffs petition and the evidence. the Court find that the defendants have been duly served with summons in this case, and that they are in default for answer or demurrer. and that the allegations of the petition are hereby confessed by them to be true. and that there is due the plaintiff from the defendant J. William Powell on the promissory note set forth in the first cause of action of plaintiffs petition. with interest to this day, the sum of $ 343.07.

The Court further find that in order to secure the payment of said note and three others of equal amount not yet due. the defendants J. William Powell and Alice Powell. his wife executed and delivered to said plaintiff their certain mortgage deed as in the petition alleged on the premises therein described; that said mortgage was duly

recorded in volume 42. pages 516.518 of the records of mortgages of Union County, and is a good and valid lien on the premises described in the petition. the first in priority, and that the conditions in said mortgage have been broken.
It is therefore ensidered by the Court that the plaintiff recover from the defendant J. William Powell the sum of $343.07 and its costs herein expended And it is further adjudged and decreed that unless the defendant J. William Powell 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 the sum found due it as aforesaid, with interest from the 1st. day of April, 1902. the defendants equitty of redemption be foreclosed. and said premises be sold. and that an order of sale therefor issue to the Sheriff of Union County. directing him to appraise advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.
Charles C. Fisher Atty for Plty.

8045. Order of Sale
May 27th 1902. The following Order of Sale was issued.
The State of Ohio. Union County ss. To the Sheriff of said County, - Greeting:
Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 1st day of April 1902. The Marion Manufacturing Company obtained a Judgment and decree against J. William Powell and Alice Powell for the sum of Three Hundred and Forty-three and 07/100 Dollars, and Fifty Dollars, costs of suit. And Whereas, it was then and there, by said Court ordered, adjudged and decreed that the said J. William Powell within 3 days from the 1st day of April, A. D. 1902. pay unto the said The Marion Manufacturing Company the said sum of $343.07 Dollars, with interest from the 1st day of April 1902, and costs aforesaid; and on the default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiff's petition, &c. And, Whereas the 3 days aforesaid have fully expired, and the said sum of $343.07 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:
Beginning at the south-east corner of a two acre lot heretofore conveyed by Wm. H. Marriott and wife to Andrew Watson; thence N. 82 deg E. 6 poles with the centre of the Richwood and York Center Pike; thence N. 16 deg. W. 26⅔ poles thence S. 82 deg. W. 6 poles, northeast corner of said two acre lot; thence S. 16 deg. E. 26⅔ poles to the place of beginning, containing one acre more or less; being part of the farm heretofore owned by Robert J. Smith. being the same premises conveyed by George Metzger and wife to Nelson Hund by deed recorded in Book 55 of Union County Deed Records. We, Therefore, Command You, That you proceed to carry said

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 7th. day of April A.D. 1902.

(Seal) Chas. L. Benhorwood. Clerk.

Sheriff's Return.

The State of Ohio. Union County, ss.

In obedience to the command of the Order of Sale hereto annexed, I did, on the 11 day of April 1902 summons, C. P. Lennox A. B. Conkright and E. E. Moore, 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 11 day of April A.D. 1902 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 $800.00 dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 24th day of April 1902. I caused to be advertised in the Richwood Gazette (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 24th day of May. A.D. 1902 at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit- 5 consecutive weeks: and in pursuance to said notice, I did, on said 24th day of May A.D. 1902. at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then no bids having been received this writ returned. Sheriffs fees. Total $5,56 Appraisers Fees $3,00

S. F. Burnham. Sheriff.

May 28th 1902. The following Alias Order of Sale was issued.

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

Whereas, at a term of Court of Common Pleas, holden at the Court House within and for said County, upon the 1st day of April, 1902. The Marion Manufacturing Company obtained a judgment or decree against J. William Powell and Alice Powell, for the sum of Three Hundred and Forty-three and 07 dollars, and Fifty dollars, costs of suit: And Whereas it was then and there by said Court ordered, adjudged and decreed that the said J. William Powell within 3 days from the 1st day of April A.D. 1902. pay unto the said The Manufacturing Company the sum of $343,07 with interest at per cent, from the 1st day of April 1902 and costs aforesaid: and upon default to pay the same, that an order of Sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments

and executions at law. to sell the real estate described in the plaintiff's petition, etc. And Whereas, after the 3 days aforesaid have fully expired, and the said sum of $343.07 Dollars and costs aforesaid, had not been paid or any part thereof, as appeared to us of record, then in accordance with said order of the Court an order of sale issued out of this Court, on the 7th. day of April A.D. 1902. under which the following lands and tenements were appraised advertised and offered for sale, to-wit: (See Petition)

And whereas, no sales was had under said order.

We therfore Command You. that you proceed without delay to advertise and sell, according to the statute regulating sales on fidgments and executions at law. the said premises above described, under the appraisement had under the said former order of sale. to-wit $800.00 and the moneys arising from said sale, and your proceedings herein have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court, this 28th. day of May A.D. 1902. (Seal)

Chas Penhorwood. Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

In obedience to the command of the Order of Sale hereto annexed, I did on the 29" day of May 1902 cause to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale. at the door of the Court House of said County. on the 28" day of June. A.D. 1902. at 1 oclock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the date of sale, to-wit: 5 consecutive weeks, and in pursuance to said notice, I did on said 28 day of June A.D. 1902. at the time and place above mentioned, proceed to offer said lands and tenements at public sale. at the door of said Court House.

No Sale for want of bidders this writ returned June 28, 1902.

Sheriff's fees. Total $1.20

S. F. Burnham Sheriff.

Sep 16" 1902. The following Entry was filed.

8045 Entry.

The Marion Manufacturing Company. a corporation of Ohio.

Vs.

J. William Powell and Alice Powell

It appearing to the Court that the real estate heretofore ordered sold herein has been twice advertised and offered for sale under the present appraisement, and still remains unsold for want of bidders, now, on motion of the plaintiff, the said appraisement is hereby set aside, and it is ordered that a new one be made. and that a new order of sale issue to the Sheriff of Union County. ordering him to appraise, advertise and sell said premises according to law, and report his proceedings to this Court.

8045 Precipe

8045 Order of Re-appraisement

8045 Recipe

The Marion Manufacturing Company of Ohio.
Vs.
J. William Powell and Alice Powell. Sept 16" 1902.
To the Clerk of said Court: Issue an order of sale in this case to the Sheriff of Union County, Ohio returnable according to law.
Charles C. Fisher atty for Plaintiff.

8045 Order of Re-appraisement

Nov 1" 1902. The following 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 March Term thereof, A. D. 1902. in a certain action wherein The Marion Manufacturing Company Plff. and J. William Powell et.al. Defts a writ issued out of said Court for the sale of the premises hereinafter described: And whereas no sale being had under said order an alias writ for the sale thereof issued on the 28th day of May, 1902. 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 discribed Real Estate, situate in the County of Union and State of Ohio, to-wit: (See Petition for description)
To satisfy a judgment rendered in favor of said Plaintiff against said Defendant for the sum of Three Hundred and Forty-three and 0/100 Dollars, damages, and Fifty Dollars, costs of suit with interest at the rate of 6 per cent, from the 1st day of April 1902. until paid and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from the date thereof, and bring this order with you:
Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, this 16th day of Sept A. D. 1902.
(Seal) Chas C Richardwood. Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.
In obedience to the command of the Order of Sale hereto annexed, I did on the 26 day of September 1902. summon Geo. B. Handley J. E. Howe and Chas C Richardwood 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 26" day of September, A. D. 1902. said appraisers returned to me, under their signatures, that they did, upon the actual view of the premises, estimate and appraise the real value in money of the same at 600.00 Six Hundred 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 2nd day of October 1902. I caused to be advertised in the Richwood Gazette, (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 1st day of November A. D. 1902. at one o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day

of sale, to-wit: five consecutive weeks, and in pursuance to said notice, I did on said 1st day of November A.D. 1902, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House: and then and there came Uriah Cahill who bid for the same the sum of $405.00 Four Hundred and five Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Uriah Cahill 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 $405.00 Four Hundred and five —— Dollars.

Sheriff's fees. Total $11.96. Appraisers Fees $3.00

S. F. Burnham. Sheriff.

8045 Proof of Publication.

Proof of Publication filed Nov- 8, 1902.

State of Ohio. Union County ss.

The Marion Mfg. Co.

Vs. On Order of Reappraisement and Sale.

J. William Powell, 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 1, 1902 at or about the hour of one o'clock, P.M. on said day, the following described real estate, to-wit: Situated in the County of Union and State of Ohio, and bounded and described as follows. (See Petition)

Appraised at $ 600. Terms of Sale Cash.

S. F. Burnham. Sheriff.

State of Ohio. Union County. ss:

I, Geo. W. Worden, publisher of the Richwood Gazette being duly sworn, says that the notice hereto attached was published in the Gazette on the second day of October, 1902. and continued therein five consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

(Seal) Geo. W. Worden.

Sworn to and subscribed before me, this Seventh day of Nov, 1902.

Printers fees, $ 16.20 Probate .25 Total $16.45

H. V. Spicer Notary Public.

8045 Entry.

8045
Entry.

Jan 6th. 1903. The following Entry was filed.
The Marion Manufacturing Company.
Vs. Court Common Pleas Union County. Ohio.
J. William Powell an others.

On motion of the plaintiff and its producing the Sheriff's return of the sale under the former order of this Court. and the Court. on careful examination of the proceedings of said Sheriff. being satisfied that the same have been had in all respects in conformity to law. and the orders of this Court. it is ordered that the said proceedings and sale be. and they are hereby. approved and confirmed. And it is further ordered that said Sheriff convey to the purchaser. Uriah Cahill. by deed according to law. the property so sold: and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises. so far as it 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 order that the Clerk cause satisfaction of the Mortgage herein sued on to be entered on the record thereof in the office of the recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to $405. it is ordered that the Sheriff out of the money in his hands pay. 1st. to the treasurer of Union Co. the taxes and penalty against said land: to-wit $2.49
2d. to the Clerk the costs of this action. taxed at 18 98.07
3d. to the plaintiff the balance of said money. to-wit: $304 44. to be applied as a credit upon its judgment against the defendant J. William Powell. And there still remaining due the plaintiff on its said judgment $58 66. execution is awarded against said J. William Powell therefor. The Court further find upon the evidence. that since the judgment herein the record of the notes set forth in the petition and described in said mortgage has become due and is unpaid. and that there is due the plaintiff thereon. with interest to this day. the sum of $356-70.

It is therfore considered by the Court that the plaintiff recover from the defendant J. William Powell the sum of $356.70. which draws interest at eight per cent. per annum. payable annually and execution is awarded therefor.

Attest Chas Pentlorwood Clerk.
By Minnie Pentlorwood Deputy

Pleas continued and held at the Court House in Marysville within and for County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon Lemuel Lewis Judge of said Court at the January Term A.D. 1903.

Be it remembered that heretofore to-wit. On the 3rd day of Dec 1902 the following Petition was filed with the Clerk of said Court. To-wit.

8138. Petition.

George B. Gregg.

Vs. Court Common Pleas. Union County, Ohio.

James W. Tilton as Treasurer of Union County, Ohio.

The Plaintiff George B. Gregg says that he is a tax payer of said County of Union and a resident of Leesburg Township thereof.

That for several years last past the County Treasurer of said County of Union has left their office at the Seat of Justice in said County in the room provided for that purpose by the Commissioners and removed the duplicates, receipts and other papers in the possession of the Treasurer unto the Village of Richwood in said County and there kept an office wherein the County Treasurer received Taxes and kept the public monies, said Village of Richwood not being a County seat.

That the Defendant James W. Tilton as County Treasurer of said County is preparing to follow the custom of his predecessors and states, declares and threatens that he will remove his office from said seat of Justice of said County and from the room provided for that purpose by the Commissioners and will take and remove the duplicate, receipts and other property of the Treasurers office unto the Village of Richwood in said County for the purpose of collecting taxes charged upon the duplicate of the currant year contrary to the statutes in such case made and provided.

That said receipt of taxes at any place in said County other than at the seat of Justice in the room provided for that purpose by the Commissioners is contrary to the statutes of the State of Ohio in such case made and provided and is dangerous and detrimental to the rights of the tax payers owing to the danger of the loss of the records and papers of said Treasurers Office and the money received as taxes to the great and irreparable injury of the plaintiff and other tax payers of the County.

That unless the defendant is enjoined from leaving the County Treasury at the seat of Justice in the room provided by the Commissioners for that purpose that he will do so and will produce thereby great and irreparable injury to the Plaintiff.

Therefore the plaintiff prays for an order of injunction against the defendant the said James W. Tilton as Treasurer of Union County Ohio to restrain him as such Treasurer from collecting of taxes charged upon the duplicates of the current year at any place other than the County Treasury at the seat of Justice in the said County in the room provided for that purpose by the County Commissioners.

The Plaintiff prays that such injunction may be made perpetual and any and all such relief as may be found by the Court equitable and just.

J. H. Kinkade Atty. for Plaintiff.

8138. Praecipe

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8138. Injunction

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State of Ohio, Union County. ss.
Personally appear George B. Gregg the plaintiff who being duly sworn says that the facts and allegations in the foregoing petition are true.
G.B. Gregg.
Sworn to and subscribed before me this 29th, day of Novemba
(Seal) W.M. Titsworth Notary Public.

8138. Precipe
Dlec 3d. 1902. The following Precipe filed.
George B. Gregg.
Vs.
James W. Tillon as Treasurer of Union County.
To Clerk. Issue order of injunction and Summons in the above entitled case to Sheriff of Union Co.
Indorse "Plaintiff prays for an order of injunction against defendant to restrain him as such Treasurer from collecting of taxes at any place other than the County Treasury at the seat of Justice in said County in the room provided for that purpose by the County Commissioners. Indorse
Injunction allowed all returnable according to law.
J.H. Kinkade Atty for Pltff.

8138. Injunction
Dlec 3d 1902. The following Injunction filed.
George B. Gregg.
Vs. Court Common Pleas. Union Co. ss.
James W. Tillon as Treasurer of Union County, Ohio.
On motion of plaintiff and for good cause shown a temporary injunction is allowed herein restraining the defendant as prayed for until the further order of Court and upon plaintiff entering into an undertaking in the sum of One Hundred Dollars, conditioned according to law with sureties to the acceptance of the Clerk of said Court.
Dlee an Dlee. Judge of Court of Commn. Pleas.

Dlec 4th. 1902 The following Undertaking for Injunction was issued.
The State of Ohio. Union County, ss.
George B. Gregg.
Vs. Court Common Pleas.
James W. Tillon, as Treasurer of Union Co, Ohio.
We bind ourselves to the said Defendant James W. Tillon, as Treasurer of Union County, Ohio. in the sum of One Hundred Dollars. that the Plaintiff George B. Gregg shall pay to the said Defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted.
Witness our hands this 4th day of Dlec 1902.
G.B. Gregg. J Rinehart, L.N. Thompson.
This undertaking approved by me, this 6th day of December 1902.
Chas C Renhorwood. Clerk.

8138
Summons

Dec 6th, 1902 The following Summons was issued.
The State of Ohio, Union County, To the Sheriff of Union County:
You are hereby commanded to notify James H. Tilton, as Treasurer of Union County, Ohio. that he has been sued by George B. Gregg. in the Court of Common Pleas of Union County and must answer by the 3rd day of January A.D. 1903, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 15th day of Dec. A. D. 1902.
Witness my hand and the seal of said Court, this 6th day of December A.D. 1902. (Seal) Chas C Rathbwood Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.
Received this writ Dec 6th A. D. 1902. at 3:30 o'clock P.M. and served same by personally handing to James H. Tilton Treas. of Union County, Ohio a true and certified copy of this writ Dec 8th 1902.
Sheriff's Fees. Total, 86
S. F. Burnham. Sheriff.

8138
Order of Injunction

Dec 6th 1902. The following Order of Injunction was issued.
The State of Ohio. Union County.
George B. Gregg
Vs. Court Common Pleas of said County.
James H. Tilton. as Treasurer of Union County. Ohio.
To the said Defendant James H. Tilton. By an order of this Court made this 3rd day of December, 1902 as appears by the journal of said Court. you are enjoined. which said order reads in the words and figures following. to-wit:- On motion of the plaintiff, and for good cause shown a temporary injunction is allowed herein restraining the defendant as prayed for until the further order of Court and upon the plaintiff's entering into an undertaking in the sum of One Hundred Dollars, conditioned according to law with sureties to the acceptance of the Clerk of said Court
Duncan Dow. Judge of Court of Common Pleas.
Witness my signature and the seal of said Court, this 6th day of Dec A. D. 1902. (Seal) Chas Rathbwood. Clerk.

Sheriff's Return.

Received this writ Dec. 6th 1902. and served same by personally handing to James H. Tilton Treas. of Union County. Ohio, a true a certified copy of this writ Dec. 8th 1902.
Fees., 86
S. F Burnham Sheriff.

8138.
Demurrer.

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8138. Demurrer. Dec. 31st 1902. The following Demurrer was filed.
George B. Gregg.
Vs. Court Common Pleas. Union County. Ohio.
James W. Tilton, as Treasurer of Union County. Ohio.
The defendant demurs to the petition of the plaintiff on the ground that it appears on the face of the petition:
1. That the plaintiff has not legal capacity to sue upon the cause of action claimed in his petition.
2. That said petition does not state facts sufficient to constitute a cause of action.
J.F. Millar. H.V. Spicer. James E. Robinson Attys. for the Defendants

Dec 31." 1902. The following Motion was filed
8138. Motion George B. Gregg.
Vs. Court Common Pleas. Union County. Ohio.
James W. Tilton as Treasurer, of Union County. Ohio.
Now comes the defendant. James W. Tilton as Treasurer of Union County, Ohio. and moves the Court to vacate and dissolve the temporary injunction heretofore allowed in this case for the following reasons, to wit:
1. The injunction as prayed for and allowed is not in accordance with the facts alleged in the petition.
2. Said injunction as prayed for and allowed is not in accordance with the Statutes of Ohio governing County Treasurer.
3. That the facts stated in said petition are not sufficient in law to justify the issuing of the same.
4. Neither the said plaintiff nor the tax-payers of said County are damaged or liable to be damaged by the threatened acts of the said defendant as alleged in said petition.
J.F. Millar. H.V. Spicer. James E. Robinson Attys for Defts.

Jan 2" 1903. The following Notice was filed.
8138. Notice George B. Gregg.
Vs. Court Common Pleas. Union County. Ohio.
James W. Tilton. as Treasurer of Union County. Ohio.
You are hereby notified that the defendant herein will apply on the 8" day of January, 1903. or as soon thereafter as he can be heard. to Hunean Hon. Judge of said Court. at the Court House in Marysville, Ohio. to vacate the injunction heretofore granted in this action, and that he will sustain said motion by affidavit, as well as upon the insufficiency of the petition and affidavit to justify the granting of same.
James W. Tilton as treasurer &c.
John F Millar. H. V. Spicer. James E. Robinson his Attorneys.
Service of the above notice acknowledged by me this 2" day of January. 1903.
J. H. Kirkade Attorney for plaintiff.

8138 Motion

On January 9th, 1903, the following Motion was filed:-

George B. Gregg — Plaintiff.
Vs.
James H. Tillon, as Treasurer &c — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff, Geo. B. Gregg, and moves the Court to strike from the files in this case the purported motion and demurrer to his petition, for the reason that the Attorneys John F. Millar, H. V. Spicer, and James E. Robinson are not in truth and in fact the Attorneys of the defendant in this action and have no right to represent the said defendant.

That said named Attorneys are mere volunteers "for County only", representing the citizens of Richwood, who are in no sense parties to this action.

Geo. B. Gregg, Plaintiff.
By J. H. Kilkade, Atty.

8138 Entry

George B. Gregg, Plaintiff.
Vs.
James H. Tillon, Treas. of Union County, O. — Defendant

Court of Common Pleas, Union County, Ohio.

Jan. 15th, 1903.

This cause coming on for hearing on the ninth day of January, 1903, on defendant's demurrer to the petition, and motion to dissolve the temporary injunction heretofore granted; and the Court after hearing argument of counsel thereon, reserved its decision until this 15th day of January, 1903.

Upon due consideration, it is ordered by the Court that the injunction heretofore granted be modified as follows:-

That under the provisions of section 1084 of the Revised Statutes that the Treasurer is not authorized for the purpose of collecting taxes to remove the tax duplicates or either of them, or any other property placed in his possession as Treasurer from the Treasurer's office in Marysville, Ohio, and to that extent only will he be enjoined, and in all other respects the injunction will be dissolved.

The Court doubts the plaintiffs capacity to bring said action in his individual right; but to avoid further litigation upon amendment, or in a new action, overrules said demurrer. Thereupon defendant, by his Attorney, requested leave to answer, which was disallowed by the Court; and thereupon the defendant submitted the case upon the pleadings, and the Court renders judgment that said injunction be made perpetual as heretofore modified.

It is further ordered because of the public nature of this action that the costs thereof be paid out of the County Treasury, and the County Auditor is directed to draw his warrant for the amount.

To all of which rulings, orders, and judgment of the Court both parties duly excepted and gave notice of appeal; and the amount of the bond to be given in case either party appeal, is hereby fixed at One Hundred Dollars.

8138 Notice of Appeal.

On Jan. 16th, 1903, the following Notice was filed:-

George B. Gregg — Plaintiff.
Vs.
James H. Tillon, Treas. etc — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant, by his Attorneys, and desiring to appeal this cause to the Circuit Court of Union County,

hereby gives due written notice of such intention, and presents the same to the Clerk of the Court of Common Pleas of said County of Union, and requests him to file the same, with the papers in said action and to make due entry thereof.

John F. Millar,
H. B. Spicer.
James E. Robinson,
Atty's for Defendant.

Attest:
Chas. C. Leuhorwood,
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 March Term, A.D. 1904.

Be it remembered that heretofore to wit, on the 16th day of Nov. A.D. 1904, the following petition was filed with the Clerk of said Court to wit:

8248 Petition.

Warren C. Braithwaite

Vs.

Lillie V. Braithwaite.

Union County Court of Common Pleas.

The plaintiff says he has been a resident of the State of Ohio for more than a year last past, and is now a bona fide resident of Union County, Ohio. That on the 10th day of January 1899, he was married to the defendant. That at and prior to said marriage said defendant had brought a paternity suit against the plaintiff, had him arrested he the plaintiff being under the age of eighteen years, and he was under arrest at the time of his arrival at the age of eighteen years, and either compelled to marry the defendant under said charge or go to jail and stand trial under said paternity charge. Soon after his arrival at the age of Eighteen years, he consented to and did marry the defendant. The plaintiff at that time being just past eighteen years, and he has never consumated or affirmed said marriage since by living with or cohabiting with the defendant. Said charge was fraudulent as the defendant well knew. Said defendant well knew at the time of preferring said charge of paternity against this plaintiff that the same was not true and that the plaintiff had never had connection or sexual intercourse with the defendant at or prior to the time of bringing said charge and the same was brought against the plaintiff as he is informed and believes, by the defendant to extort money from this plaintiff and for no other purpose. But failing in that she consented to marry the plaintiff as above alleged. The defendant has been willfully absent from the plaintiff ever since their marriage and is now absent from the plaintiff never having demanded or requested to live with him in consumation of said marriage contract, both being minors at the time of said marriage and under the legal age to marry at the time of her bringing the said paternity suit. Plaintiff therefore prays that he may be divorced from the defendant, each party released from the obligations thereof, and for all proper relief in the premises.

J. M. Kennedy, Atty. for Plaintiff.

The State of Ohio, Union County ss:-

Warren C. Braithwaite being first duly sworn, says that the facts and allegations of the foregoing petition are, as he believes, true.

Warren C. Braithwaite.

Sworn to and subscribed by the said Warren C. Braithwaite before me the 12th day of November, 1903. (Seal) J. M. Kennedy, Notary Public

Precipe 8248.

To the Clerk:- Issue summons and copy of the foregoing petition directed to the Sheriff of Marion County. Endorsed: "Divorce prayed for.

J. M. Kennedy, Atty. for Plaintiff.

Summons 8248

Answer & Cross-petition 8248.

Summons
8248.

And the 21st day of Dec. A.D. 1903 the following summons was issued to wit:
State of Ohio, Union County ss: To the Sheriff of the County of Union: You are commanded to notify Lillie Braithwaite that Warren C. Braithwaite 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 fraud and wilful 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 1st day of Jan. A.D. 1904. Witness my hand and seal of said Court at Marysville this 21st day of Dec. A.D. 1903. Chas. C. Penhorwood, Clerk.
By Milton Haines, Deputy.

Sheriff's Return.

Received 10 o'clock A.M. on the 21st day of Dec. A.D. 1903. And on the 29th day of Dec. A.D. 1903. I served the same upon the defendant by personally handing to her, a true copy thereof together with a certified copy of the petition in this case. S. F. Burnham, Sheriff.
Fees: $2.04
By Allen Haines, Deputy.

And afterwards to wit, on the 30th day of Dec. A.D. 1903. the following answer and cross petition was filed to wit:

Answer & Cross petition
8248.

Warren C. Braithwaite
Vs.
Lillie V. Braithwaite.

Court of Common Pleas. Union County Ohio.
Answer and Cross-petition.

The defendant, Lillie V. Braithwaite Now comes and for answer to plaintiff's petition says:- She admits the residence of plaintiff, and admits the marriage of plaintiff to defendant on or about Jan. 10th 1899. Also admits that plaintiff after said marriage did not live with this defendant though through no fault of this defendant. She also admits that she, this defendant was a minor at the date of said marriage as plaintiff has alleged in his petition. But this defendant says that she denies each and every other allegation in plaintiffs petition alleged. Second:- For second cause of action this defendant says that she has been a resident of the state of Ohio, for more than a year last past, and is now a bonafide resident of Union County, Ohio. That on the 10th day of January A.D. 1899, she and the plaintiff, Warren C. Braithwaite were married in Leesburg Township, said Union County and State of Ohio. That there are no children living of said marriage, and that she was yet a minor at the date of said marriage. The defendant further says, that at the time of and prior to said marriage her name was Lillie V. Sheneman to which name she desires to be restored. That the plaintiff parted from the defendant at the marriage alter, refused and has continued to refuse for more than three years last past to live with her as husband. The defendant has been always ready and willing to receive plaintiff as her husband, but the plaintiff regardless of his marital duties, would not live with or provide a place for her

to live; has never furnished her board or any article of clothing, and further, has never given her any care in sickness nor paid any expenses of sickness, or other expense in any manner, although said plaintiff is well able to provide for defendant, a home and comforts of life. The defendant says, she has always been ready to perform her duties as a wife to said plaintiff. That the plaintiff is guilty of willful absence from the defendant, his wife, for more than three years last past. She is also guilty of gross neglect of duty. Therefore this defendant prays, that she may be adjudged and decreed a divorce from her said husband, Warren C. Braithwaite, restored to her maiden name, of Lillie V. Sheneman, And that the bonds of their said marriage may be absolutely dissolved, and for proper relief.

F. J. Arthur, Attorney for defendant.

The State of Ohio, Union County ss:- Personally appeared the defendant, Lillie V. Braithwaite, who being duly sworn, says the facts stated and the allegations made in her foregoing answer and cross-petition are true as she verily believes. Lillie V. Braithwaite.

Sworn to before me and subscribed in my presence, by said Lillie V. Braithwaite, this 30th day of December, A.D. 1903.

(Seal). Chas. C. Penhorwood, Clerk.

And afterwards to wit, on 5th day of Jan. 1904, the plaintiff filed the following reply to wit:

8248 Reply.

Warren C. Braithwaite, Vs. Lillie V. Braithwaite.

Union County, Ohio, Court of Common Pleas

Now comes the plaintiff and for reply to the defendants answer and Cross-petition, says, that he denies that the defendant has been always ready and willing and desirous to live with the plaintiff, as husband and wife. That on the contrary, the defendant without ever trying or attempting to assert her rights as wife of the plaintiff, never at any time presented herself to the plaintiff, offering or requesting to live with him as such husband and wife. That the defendant never took the name of Lillie V. Braithwaite, but took her maiden name of Lillie V. Sheneman and has passed under the name of Lillie V. Sheneman ever since said marriage, and has been receiving and keeping the company of other men under the name of Lillie V. Sheneman at frequent and various times since their separation, and up to the time of the filing of this petition, and representing herself as an unmarried woman in the neighborhood where she then lived, for the purpose of deceiving the inhabitants thereof. The plaintiff therefore prays as in his petition; that he be granted a complete divorce from the defendant, and for all proper relief in the premises.

J. M. Kennedy, Attorney for Plaintiff.

The State of Ohio, Union County ss:- Warren C. Braithwaite being first duly sworn, says that the facts and allegations of the foregoing reply are, as he believes true.

Warren C. Braithwaite.

Sworn to and subscribed by the said Warren C. Braithwaite before me, this 5th day of Jan. 1904.

(Seal) Chas C. Penhorwood, Clerk.

8248 Entry

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Entry.

Warren C. Braithwaite
Vs.
Lillie V. Braithwaite.

Court of Common Pleas, Union County, Ohio
April 4th, 1904.

This day this cause came on to be heard upon the answer and cross-petition of the defendant. The plaintiff withdrawing his petition and reply from the files.

The Court having heard the evidence and exhibits, find that the defendant is entitled to a divorce upon her answer and cross-petition as she has alleged.

The Court also find and order that the defendant be restored to her maiden name of Lillie V. Shenemark.

The Court also order and decree, that both parties be released from the marriage vows. The Court further order that the plaintiff pay the costs of this action taxed at $, The alimony claimed in the defendants cross petition was agreed upon and paid.

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines 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 the said Court at the January Term A.D. 1904.
Be it remembered that heretofore to wit, on the 14th day of October, 1903, the following petition was filed with the Clerk of said Court to wit:-

8243. Petition

Effie Ballinger.
Vs.
Scott Ballinger.

Court of Common Pleas. Union County, Ohio.

The plaintiff says that she has been a resident of the State of Ohio, for more than a year last past, and is now a bona-fide resident of Union County.
Further pleading the plaintiff says that she was married to the defendant, July 1st 1894, at York, Union County, Ohio. That one child Florence Dewar Ballinger were the fruits of said marriage. That on or about April 30th 1901, the defendant abandoned plaintiff and their child and has refused to live with her since, and has failed to contribute towards the support of their child Florence Dewar Ballinger, and absolutely refuses to return and discharge the marital duties of a husband.
Plaintiff therefore prays that upon the final hearing of this case, she be granted a complete divorce from the defendant and that she have decreed her the custody, care and control of their child, Florence Dewar Ballinger and that she have reasonable alimony and for all proper relief.

Effie Ballinger by
her atty. J. M. Kennedy.

8243. Precipe.

Issue summons and copy of petition to the Sheriff of Union County, Ohio, for the defendant Scott Ballinger returnable according to law. Endorsed Divorce prayed for.

J. M. Kennedy, atty. for Plaintiff.

8243 Summons.

On the 14th day of October, 1903, the following summons was issued to wit:
The State of Ohio, Union County ss: To the Sheriff of the County of Union.
You are commanded to notify Scott Ballinger that Effie Ballinger 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 and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the Term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons, on the 26th day of Oct. A.D. 1903.
Witness my hand and the seal of said Court at Marysville this 14th day of Oct. A.D. 1903.

(Seal)

Chas. C. Pinkerwood, Clerk.
By Milton Haines, Deputy.

8243. Entry.

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8243. Entry.

Effie Ballinger
Vs.
Scott Ballinger.

Court of Common Pleas. Union County Ohio.
Jan. 8th. 1904.

Now comes the plaintiff and the defendant having been legally served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer. The Court also find from the evidence adduced, that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceeding the same, and was at that time a bona fide resident of this County of Union; And that the parties were married as in said petition set forth.

The Court further find that the defendant has been guilty of willful absence 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 Effie Ballinger and the said Scott Ballinger be, and the same hereby is dissolved, and both parties are released from all obligations of the same.

It is further ordered that the custody, care, education and control of Florence Duvaw Ballinger, minor child of the parties hereto, be until further order confided to the plaintiff exclusively. And that the defendant pay the costs of this proceeding for which execution is awarded.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 Row, Judge of the said Court at the September Term, 1903. Be it remembered that heretofore to wit, on the 9th day of February A.D. 1903, the following petition was filed with the Clerk of said Court to wit:-

8156. Petition

L. C. Beem, Plaintiff
Vs. Court of Common Pleas, Union County, Ohio.
A. B. Montross
and Jane Lake, defts.

On the 7th day of February A.D. 1903, plaintiff recovered a judgment against the defendant, A.B. Montross, by the consideration of the Court of Common Pleas of Marion County, Ohio, in the sum of One thousand nine hundred and one dollars and twenty seven cents, with interest thereon from the 5th day of February, 1903, and for costs of suit amounting to Five dollars, which judgment is in full force and wholly unpaid and unsatisfied; and the said defendant has no real or personal property subject to levy sufficient to satisfy said judgment. The said defendant, A. B. Montross is a contractor and bilder and has entered into and is performing and has almost completed a certain contract with the defendant, Jane Lake for the erection and finishing of a certain building on premises owned by her in the Village of Richwood, Ohio; and there is owing and soon to come due to him from her therefor a large sum of money to wit, the sum of nine hundred dollars. The subcontractors and material men concerned in the construction of said building have not all been fully paid, and said building and the ground on which it is situated are liable for liens for the amounts due them. But the plaintiff avers that the amount that will be due the said A. B. Montross from the said Jane Lake very greatly exceeds the amount due said sub-contractors and material men. Wherefore plaintiff prays that said defendant, A.B. Montross may be compelled to disclose in his answer herein the amounts owing by him to said subcontractors and material men respectively, and the amount owing to him from the defendant Jane Lake; and that said Jane Lake be directed to pay said sub-contractors and material men the respective amounts that may be found due them, and to pay the remainder then owing from her to the said A.B. Montross over to the plaintiff to apply on his said judgment.

John F. Millar, atty. for Pltff.

State of Ohio, Union County ss: L. C. Beem being first duly sworn, says that he is the Plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing petition are, true as he verily believes.

L. C. Beem.

Sworn to before me and subscribed in my presence by the said L. C. Beem this 7th day of February, 1903.

(Seal)

John F. Millar,
Notary Public, Union County, Ohio

8156. Precipe.

To ... both ... able ... bill

8156 Summons.

Sum ... F...

8156 Entry

L. C. ... V... A.B. ... of J... Beem ... Bur... men...

8156 Answer and Cross petition of John Burns

L. C. ... V... A. B. ... Court ... the ... plain... the ... is a... ing ... defe... by ... Ans... Mo... said...

8156. Precipe

To the Clerk of said Court:- Issue summons for the defendants, who both live in Richwood, directed to the Sheriff of Union County, returnable according to law. The action is for equitable relief upon a creditors bill.

John F. Millar, Atty. for Plaintiff.

8156 Summons.

And afterwards to wit, on the 9th day of February, 1903, the following summons was issued to wit:-

The State of Ohio, Union County ss:-

To the Sheriff of Union County, Greeting:- You are hereby commanded to notify A.B. Montross and Jane Lake, that they have been sued by L.C. Beem in the Court of Common Pleas of Union County, and must answer by the 4th day of March A.D. 1903. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 23rd day of Feb. A.D. 1903. Witness my hand and the seal of said Court, this 9th day of Feb. A.D. 1903.

(Seal) Chas. C. Peckhorwood Clerk.

Sheriffs Return.

The State of Ohio, Union County ss:- Received this writ Feb. 9th A.D. 1903. at 5 o'clock, P.M. and served same by personally handing to A.B. Montross and by leaving at the usual place of residence of Jane Lake, true and certified copies of this writ, with all the Endorsements thereon, Feb. 10th, 1903. S. F. Burnham, Sheriff.

Fees $3.51

By Allen Haines Deputy.

8156 Entry

L. C. Beem. Vs. A.B. Montross et.al.

Court of Common Pleas, Union County, Ohio. Feb. 16th 1903.

This cause came on to be heard upon the motion of John B. Burns to be made a party defendant and the Court being fully advised in the premises, order that said John B. Burns be made a party defendant in this action and given the usual time to plead herein.

8156 Answer and Cross-petition of John Burns

L. C. Beem, Plaintiff Vs. A.B. Montross et.al. Defts.

Court of Common Pleas, Union County, Ohio.

Now comes John B. Burns by leave of the Court being made a party defendant herein by way of answer to the petition of the plaintiff says that he does not know that the plaintiff has a judgment against the defendant A.B. Monbros in the sum of $1901.27. He admits that the defendant, A.B. Montross, is a contractor and builder and has entered into and is performing and has almost completed a certain contract with the defendant Jane Lake for the erection of a certain building owned by said Jane Lake in the Village of Richwood, Ohio. And that there is owing from the said Jane Lake to said A.B. Montross on said contract, about the sum of $900. and that said building and grounds on which it is situated are liable

for the lien of the sub-contractors of whom this answering defendant is one.

This answering defendant joins in the prayer of said petition that said defendant, A. B. Montross be compelled to disclose the amounts owing by him to the sub-contractors and the amount owing to him from the defendant, Jane Lake and the said Jane Lake be directed to pay the sub-contractors and material men, amounts that may be found due them as liens on said building including this answering defendant.

By way of cross-petition for a first cause of action, this cross-petitioner says that there is due to him from the defendant, the said A. B. Montross on a book account the sum of $192.00 with interest at 6% thereon from October, 29th 1902, for 32 000 brick at 6.00 per thousand.

And for a second cause of action this cross-petitioner says, that the said account set forth in this first cause of action against the defendant, said A. B. Montross was for the material furnished as therein stated, at the request of said A. B. Montross in the building and construction of a certain house for the defendant said Jane Lake upon lot #4 in said Village of Richwood, Ohio, and set upon in the plaintiff's petition. And that this cross-petitioner within ninty days after the furnishing of said material to wit, on the 19th day of January, 1903, this cross-petitioner filed with the defendant, the said Jane Lake of the owner of said building and premises, an affidavit containing an itemized statement of the materials furnished for said building to wit, On Oct. 29th 1902, Thirty two thousand brick at $6.00 per thousand making the sum of $192.00 with interest thereon from Oct. 29th 1902, at 6% and description of said lands on which said building stands and claimed a lien thereon for the amount of his claim $192.00 and interest as aforesaid, of the amount owing by said Jane Lake to the said A. B. Montross according to the requirements of the statutes of the State of Ohio, in such cases made and provided, And that within four months after the furnishing of said materials to wit, on the 20th day of January, 1903, he filed a copy of said affidavit according to the requirements of the statutes with the Recorder of Union County, Ohio, and the same was recorded in Mechanics lien Book #4, pages 278 and 279, Whereby this cross-petitioner claims a lien upon said building and premises of said defendant Jane Lake from the 20th day of January, 1903.

Wherefore this cross-petitioner prays for judgment against A. B. Montross for the sum of $192.00 with interest at 6% from the 29th day of October, 1902, and for his costs herein; and that unless the said A. B. Montross pay to the cross-petitioner within a time to be named by the Court, the amount of this cross-petitioner's claim, interest and costs, that the said defendant, the said Jane Lake be directed to pay to this Cross-petitioner the sum of $192.00 with interest thereon at 6% from Oct. 29th 1902, out of the money owing from her to said A. B. Montross upon said building owned by said Jane Lake to the said A. B. Montross. And that in default thereof, the premises and building of said Jane Lake be

8156. Answer and cross-petition

ordered to be sold as upon execution, and the proceeds of such sale applied to payment of this cross-petitioners claim, interest and costs and for all proper relief.

J. H. Kinkade,
Atty. for cross-petitioner, John B. Burns.

State of Ohio, Union County ss:- Personally appeared John B. Burns who being duly sworn, says that the facts and allegations in the foregoing pleading are as he believes true.

John B. Burns.

Sworn to and subscribed before me this 25th day of February A.D. 1903.
(Seal)

Chas. C. Penhallowed, Clerk.

8156.
Answer and cross-petition

L. C. Bunn, Pltff.
Vs.
A. B. Montross and
Jane Lake, dfts.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and for his answer says that the plaintiff does not come into this Court "with clean hands" to wit:- That whereas the said plaintiff secured a judgment as alleged in the Marion County Common Pleas against this defendant for One thousand nine hundred and one dollars and twenty seven cents, he did so on cognovit note, which note the said plaintiff had secured of this defendant to the extent of several hundred dollars, by false and fraudulent representations, made by said plaintiff to this defendant more than this defendant was or is owing the said plaintiff and that said judgment was taken for several hundred dollars more than this defendant was owing or is now owing the said plaintiff, the exact amount of the plaintiffs fraudulent and overcharge is not known to this defendant and for that reason he cannot herein plead the same.

That on account of the fraudulent charges as aforesaid and the irregularities of the plaintiff herein this defendant has brought an action in this Court of Common Pleas for an accounting of their mutual accounts. That the defendant herein from the 15th day of November, 1902, to the 14th day of February, 1903, performed labor on the building, the proceeds for the construction of which is herein consideration to the extent of $160.20, which were of the personal earnings of the defendant herein for three months previous to the commencement of this action, which earnings this defendant needed and does need for the support of his family, as he is the head and support of a family and a resident of the County of Union aforesaid.

Defendant alleges, that he is owing as sub-contractors, laborers and material men as follows on the said building out of the said amount owing to this defendant by said Jane Lake, less whatever may have been paid said laborers and material men by said Jane Lake, N. V. Evans $37.49, Cooper & Johnston, $2.40, C. A. Curtis, $27.00, H. Hoch $29.00, Bent Sinkey, $8.20, W. H. Thornhill, $55.03, M. M. Hall $9.00, The Fairbanks Construction Co. $24.49, A. B. Montross for labor, $160.20, John B. Burns, $192.00, John Blair, $13.40, Frank Egel, $14.50. That the said Jane Lake is owing this defendant on said contract less the amount she may have paid said laborers, under the order of said defendant, $85.36. That said Jane Lake is owing

the defendant for extras outside of said contract price, $41.90. Total owing this defendant by said Jane Lake on the completion of said building, $827.26. Wherefore, defendant prays that said laborers and material men be paid their respective amounts as herein set forth, including the said $60.20 to this defendant for his labor as his personal earnings and for the support of his family as aforesaid, that the said Jane Lake be required to pay into said Court the said amount of $767.26 and that the residue be withheld from the plaintiffs. L. C. Beem until he makes a correct accounting with this defendant, and comes into Court "with clean hands." And for such further relief as the case and the Court may require.

A. V. Spicer.
Attorney for the defendant, A. B. Montross.

State of Ohio, Union County ss:- A. B. Montross being duly sworn, says that the facts and allegations made in the above and foregoing pleading, are true as he verily believes.

A. B. Montross.

Sworn to and subscribed before me this 14th day of March A.D. 1903.
(Seal).

A. V. Spicer, Notary Public.

8156
Precipe.

Precipe

Clerk: Issue summons for Cross-petition and answer to Sheriff of Union County, for the plaintiff and defendant, Jane Lake, returnable according to law. Endorse: Set off personal earnings for 3 months and equitable relief.

A. V. Spicer, for A. B. Montross.

8156.
Summons.

And afterwards to wit, on the 14th day of March, A.D. 1903, the following summons on Cross-petition was issued to wit:-

The State of Ohio, Union County ss:- To the Sheriff of said County, Greeting: You are hereby commanded to notify L. C. Beem, and Jane Lake that A. B. Montross has filed an answer and Cross-petition in the case of L. C. Beem Vs. A. B. Montross and Jane Lake, in the Court of Common Pleas of Union County, and that they must answer by the 7th day of April A.D. 1903, or the said Cross-petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 23rd day of March A.D. 1903.

Witness my hand and the seal of said Court this 14th day of March, A.D. 1903.
(Seal).

Chas. C. Tenhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Union County ss: Received this writ, March 16th 1903 at 8 o'Clock P. M. and served same by personally handing to Jane Lake and by leaving at the usual place of residence of L. C. Beem, two certified copies of this writ, with all the endorsements thereon, Mar. 21st 1903.

Fees $3.41

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

Reply to Ans. & Cross-petition 8156.

L. C. Beem, Pltff.
vs.
A. B. Montross et al, Defts.
Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and in reply to the answer and Cross-petition of the defendant, A. B. Montross, admits that the defendant, Jane Lake is owing said Montross, the sum of

8156.
Reply to Cross-petition of John B. Burns.

8156.
Answer.

money therein alleged, and that said Montross is owing to N.V. Evans $37.49 C.A. Curtis $27.00 A. Sloop $9.00 S.H. Thornhill $55.03, Bent Sinkey, $8.20, The Fairbanks Construction Company, $24.49 Frank Gast $14.85 M.M. Hall $9.00 and John Blair $13.40 Does such amounts as may have been paid to any of the said parties upon their respective claims by the defendant, Jane Lake, and that said parties are laborers and material men and as such entitled to be paid the said amounts out of the amount due from the defendant Jane Lake, to the defendant, A.B. Montross.

The plaintiff denies each and every other allegation in said answer and cross petition contained.

John F. Millar, Atty. for Plaintiff.

State of Ohio, Union County ss:- L.C. Beem being first duly sworn, says that he is the plaintiff in the above entitled action and that the facts stated and allegations made in his foregoing pleading are true, as he verily believes.

L.C. Beem.

Subscribed in my presence and sworn to before me by the said L.C. Beem, this 21st day of March A.D. 1903. John F. Millar,
(Seal). Notary Public, Union County, Ohio.

8156.
Reply to cross petition of John B. Burns.

L. C. Beem. Pltff.
Vs.
A.B. Montross et al. Defts.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and for reply to the cross-petition of the defendant, John B. Burns herein filed, denies each and every allegation in said cross-petition, contained.

John F. Millar Atty. for Plaintiff.

State of Ohio, Union County ss:- L.C. Beem being first duly sworn, says that he is the plaintiff in the above entitled action and that the facts stated and allegations made in the foregoing pleading are true, as he verily believes.

L. C. Beem.

Subscribed in my presence and sworn to before me by the said L. C. Beem this 21st day of March A.D. 1903. John F. Millar,
(Seal) Notary Public, Union County, Ohio.

8156.
Answer.

L. C. Beem. Plff.
Vs.
A. B. Montross et al. Defts.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant, Jane Lake and for answer to the second cause of action contained in the cross-petition of the defendant, John B. Burns, herein filed, denies that said defendant furnished the defendant, A. B. Montross thirty two thousand brick in the building and construction of a certain building for her, as therein alleged; And avers that no more than thirteen thousand five hundred of said brick were used in the construction of her said building, and that all that were so used of said bricks were used in the out side walls of said building and that no more than than the last mentioned amount would be required or were used in the construction of the said walls.

John F. Millar, Atty. for Jane Lake.

State of Ohio, Union County ss: Jane Lake, being first duly sworn, says that she is the above answering defendant and that the facts stated and allegations made in her foregoing pleading, are true as she verily believes.
Jane Lake.
Subscribed in my presence and sworn to before me by the said Jane Lake, this 21st day of March A.D. 1903. John St. McClear,
(Seal) Notary Public, Union County Ohio.

8156, Answer

L. C. Beem, Pltff.
Vs.
A. B. Montross, et al, Defts.
Court of Common Pleas, Union County, Ohio.

Now comes the defendant, Jane Lake and for answer to the cross-petition of A. B. Montross, herein alleges, that by the terms of her contract with the said A. B. Montross, for the construction of the building mentioned in the petition herein, she would be owing him $785.36 had he fully performed said contract. But he failed, neglected and refused to fully complete said building according to the terms of said contract, and this defendant was compelled to expend money for labor and material necessary to finish the same according to the specifications therefor contained in said contract as follows: To W. H. Long for lumber and carpenter work, $3.02. To H. C. M. Fields for lumber and carpenter work $3.10. to Pearl Biddle, tinner for fixing roof and chimney, $3.35. This defendant further says that the roof of said building is of tin and that it has not been properly finished over and about the fire-walls thereof so as to prevent it leaking, and that to do so will require an expenditure of at least $3.00 and that said roof has not been painted in the manner agreed upon by the said A. B. Montross and this defendant, but they have agreed with one John Blair that he shall paint it at a cost of $13.40 and that this defendant shall pay him said amount out of the amount that may be owing from her to the said A. B. Montross. All of said material and labor showed have been furnished and performed by the said A. B. Montross under his said contract with this defendant for the construction of his said building; and the cost and expense thereof, amounting to $46.37 should be deducted from the said amount of $785.36 that would have been due him had he fully completed the construction of said building according to the plans and specifications therefor contained in said contract. This defendant further alleges that upon the order of said defendant, A. B. Montross, she has paid for labor performed and materials used in the construction of her said building as follows:- F. H. Thornhill, $155.03, N. V. Evans, $37.49, to H. Sloop $29.00 to C. A. Curtis $27.00. To the Fairbanks Construction Company, $24.49 to Frank Cast, $14.85 to Copper & Johnston, $13.55. to M. W. Hall $9.00 to Bent Sinkey, $8.20, the sum of which amounts aggregating $318.61 should also be deducted from said amount of $785.36 owing to said Montross as per the terms of their said building contract. This defendant admits, that one John B. Burns furnished certain brick to the said A. B. Montross for the construction of her said building,

8156 Entry.

8156 Reply.

and that he is entitled to be paid the value of what was used therof in the construction of said building out of the amount that may be due from her to the said A. B. Montross; but denies that the amount and value thereof are as alleged in the said cross-petition of the defendant, A. B. Montross. This defendent further denies each and every allegation in said cross-petition contained not hereby admitted.

J. F. Millar, atty. for Jane Lake.

State of Ohio, Union County ss:- Jane Lake being first duly sworn, says that she is the above answering defendant, and that the facts stated and allegations made in her foregoing pleading are true, as she verily believes.

Jane Lake.

Subscribed in my presence and sworn to before me by the said Jane Lake, this 26th day of March, A.D. 1903.

(Seal)

John F. Millar,
Notary Public, Union County, Ohio.

8156 Entry.

L. E. Beem.
Vs.
A. B. Montross et al.

Court of Common Pleas, Union County, Ohio.
Mar. 30th 1903.

This day on motion of the defendant leave was granted to file replies herein and the same were filed.

8156 Reply.

L. E. Beem.
Vs.
A. B. Montross et al.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant, A. B. Montross, and for his reply to the answer of Jane Lake, says that he denies that the amounts enumerated in the said defendant's answer as being paid out by her which should have been done by this defendant, he denies that they should have been done by him under his contract; this defendant denies that the said amount of $46.37 as alleged by the defendant, Jane Lake or any of the amounts as alleged by her for extra work done by her on the said building as set forth in her answer, should be deducted from the said contract price of $785.36. This defendant denies that the defendant Jane Lake paid the Fairbanks Construction Company the full amount of $24.49 as alleged in her answer, but that she paid them $2.40 less than that amount and that the said Company still has charged against this defendant the said sum of $2.40 of the said claim of $24.49 which she alleges she has paid. This defendant denies each and every other allegation contained in the said answer which this defendant has not heretofore admitted in this or some former pleading in this case.

H. V. Sprecher, atty. for this defendant.

State of Ohio, Union County ss:- A. B. Montross being duly sworn, says that the facts and allegations contained in the above pleading are true as he verily believes.

A. B. Montross.

Sworn to and subscribed before me this 27th day of March, 1903.

H. V. Sprecher.
Notary Public.

(Seal)

8156 Reply.

L. C. Burns.
Vs.
A.B. Montross et al.
Court of Common Pleas, Union County Ohio.

Now comes the defendant, A.B. Montross and says that he denies each and every allegation contained in the defendant Jane Lake's answer to said John Burn's cross-petition not admitted in some other pleading of this defendant herein submitted.

H.V. Spicer, atty. for the dft. A.B. Montross.

State of Ohio, Union County ss:- A.B. Montross being duly sworn says that the facts and allegations contained in the above pleading are true as he verily believes.

A.B. Montross.

Sworn to and subscribed before me this 27th day of March, 1903.
(Seal)

H.V. Spicer, Notary Public.

8156 Entry

L. C. Burns.
Vs.
A.B. Montross et al.
Court of Common Pleas, Union County, Ohio.
April 13th 1903.

This day this cause came on to be heard upon the motion of John B. Burns to file reply herein by April 22nd, Whereupon the Court grants leave to file reply by said day

8156 Reply of John B. Burns.

L. C. Burns, Plaintiff,
vs.
A.B. Montross et al, Defts.
Court of Common Pleas, Union County, Ohio.

Now comes the defendant, John B. Burns, by leave of Court and for a reply to the answer herein of Jane Lake to his answer and cross-petition heretofore filed in this case, the cross-petitioner John B. Burns denies that no more than 135000 bricks were used in the construction of the building of said Jane Lake, and denies that all the brick so used, were used in the outside walls of said building and denies that no more than the last mentioned amount of brick would be required. The cross-petitioner further says that he denies each and every statement of fact contained in the answer of said Jane Lake to his said cross-petition

J.H. Kinkade, atty. for John B. Burns.

The State of Ohio, Union County ss:- John B. Burns being duly sworn, says that he is the above defendant replying and that the facts stated and allegations made in his foregoing reply are true as he verily believes.

John B. Burns

Subscribed in my presence and sworn to before me by said John B. Burns, this 15th day of April, 1903.
(Seal)

Chas. C. Penhorwood, Clerk
By Milton Haines, Deputy.

8156 Entry

L. C. Burns Plaintiffs.
Vs.
A.B. Montross et al
Jane Lake, Defendants.
Court of Common Pleas, Union County, Ohio.
May 2nd, 1903.

On motion defendant, A.B. Montross is given five days leave in which to plead.

8156 Entry

L. C. Beem.
vs.
A. B. Montross, et al.

Court of Common Pleas, Union County, Ohio.
Sept. 25th, 1903.

This day on motion leave was granted to defendant, Jane Lake to file supplemental answer herein, and the same was filed.

8156 Supplemental answer.

L. C. Beem, Pltff.
vs.
A. B. Montross et al, Defts.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant, Jane Lake, after first having obtained leave of the Court, and supplements to her answer to the cross-petition of the defendant A. B. Montross, avers that since the filing of her said answer, she has discovered a breach upon the part of said A. B. Montross in the performance of the building contract herein sued upon to her damage in the sum of $48.38; that said breach consists in this to wit: that by the terms of said contract, said Montross was to build a one story brick building abutting upon the end of her two story brick building; that he was to remove the end wall of the lower story of said two-story building so as to convert the lower story thereof and the interior of the new building to be constructed by him into one room, and to properly stay and support the wall above said portion so removed; that he was to remove the stairway in said two-story building and properly close its aperture between the two stories thereof; that he performed said acts, except that he did not properly stay and support the said upper wall over the portion so removed by him; that said wall has sunk about four inches in the middle thereof, which caused it to crack and the casings of the two windows therein out of plumb, and depressed the upper end of the tin roof of said new building, tearing it from said wall and causing it to leak; that she did not and could not discover said defect until her tenants who also occupy the building adjoining her said two-story building, under permission of their leases, cut an opening between the upper stories of said buildings; and that she has been compelled to have said defects repaired at a cost to her of $48.38 which further amount she asks to be deducted from the amount that otherwise would be owing from her to said Montross. J. F. Miller, atty. for Jane Lake.

State of Ohio, Union County ss:-

Jane Lake being first duly sworn says that she is the above answering defendant and that the facts stated and allegations made in her foregoing pleading are, as she verily believes true.

Jane Lake.

Signed in my presence and sworn to before me by the said Jane Lake this 23rd day of September, 1903.

John F. Miller,
Notary Public, Union County, Ohio.

(Seal)

8156 Entry.

L. C. Beem.
Vs.
A.B. Montroes et.al.

Court of Common Pleas, Union County, Ohio.
Sept. 29th 1903.

This day on motion of the defendant, leave was granted to defendant Montroes to file Supplemental answer and the same was filed.

8156 Answer.

L. C. Beem
Vs.
A. B. Montroes et.al.

Court of Common Pleas, Union County, Ohio.

Now comes A.B. Montroes and for supplemental answer herein says: that he is a resident of Ohio, and the head of a family. And that he is not now and has not been the owner of a homestead since the 1st day of May, 1903. and that this defendant's wife, Mrs. Emma V. Montroes is not now and has not been the owner and occupier of a homestead since the said 1st day of May. 1903.
Wherefore, this defendant A.B. Montroes prays, that the amount found due to the above entitled case, be ordered paid to the said A.B. Montroes by the Court in lieu of a homestead. Spicer & Hoopes,
Attys. for said defendant.

State of Ohio, Union County ss:-

W. S. Hoopes being duly sworn, says that he is a regularly admitted practicing attorney, and one of the attorneys for the aforesaid cause of A.B. Montroes. That said A.B. Montroes is now absent from the County of Union, and that the facts and allegations made in the foregoing pleading are, as he verily believes true. W. S. Hoopes
Sworn and subscribed before me this 29th day of September, 1903.
(Seal) Chas. C. Penhorwood Clerk

8156. Reply.

L. C. Beem. Plaintiff,
Vs.
A. B. Montroes. Defendant.

Court of Common Pleas, Union County, Ohio

Now comes the plaintiff L. C. Beem after having obtained leave of the Court and for reply to the supplemental answer of the defendant A.B. Montroes, denies each and every allegation therein contained. John F. Miller, Atty. for Plff.
State of Ohio, Union County ss:-

L. C. Beem being first duly sworn, says that he is the plaintiff in the above entitled action and that the facts stated and allegations made in his foregoing reply, are, as he verily believes true. L. C. Beem.
Sworn to before me and subscribed in my presence by the said L. C. Beem, this 30th day of September, 1903.
(Seal.) Chas. C. Penhorwood, Clerk.

8156 Entry

L. C. Beem. Plaintiff
Vs.
A. B. Montross. Defendant.

Court of Common Pleas, Union County, Ohio.
Oct. 24th 1903.

All parties hereto having agreed that the defendant, John Burns is entitled to receive the sum of One hundred and twenty dollars upon the claim set up in his Cross-petition herein filed, the Court so finds and orders that the defendant, Jane Lake pay him said amount out of the money due upon her said contract with the defendant Montross. It is further agreed by and between the plaintiff & and the defendants, A.B. Montross, Jane Lake that there will yet remain due from said Lake to said Montross upon said contract the sum of Two hundred and sixty dollars which amount the said Montross claims by right of exemption in lieu of a homestead. And the cause is now heard upon said Claim.

After due consideration of the facts as agreed upon in relation to said Claim, and of the pleadings herein, and after hearing argument of counsel, the Court find thereon in favor of the Plaintiff. It is therefore ordered that said Jane Lake pay the costs herein out of the said Two hundred and sixty dollars to wit, the sum of $, and that she pay the balance thereof to the plaintiff, and it is accordingly adjudged that he recover from her said amount found due and the costs aforesaid herein expended. To all of which findings, orders and judgment the said defendant A.B. Montross duly excepts and leaves his exceptions to be herein noted.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 D. Dow, Judge of the said Court at the March Term, 1904, Be it remembered that heretofore to wit, on the 16th day of January A.D. 1904, the following petition was filed with the Clerk of said Court to wit:-

8271
Petition

Josephine E. Bowen Plaintiff.
vs.
Edward H. Bowen, Defendant.

In Court of Common Pleas Union County, Ohio.

Josephine E. Bowen the above named complainant 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 on Feb. 17th, 1899, at Byhalia in said County she was united in marriage to the said defendant Edward H. Bowen and that there is only one child living of that marriage to wit, Leland Bowen three years of age who resides with his mother, the plaintiff. That she has always conducted herself as a true and ~~faithful~~ wife to said Edward H. Bowen.

That the defendant, Edward H. Bowen in total disregard of his marital vows and without notice to this plaintiff, and without any cause whatever, on or about January 5th 1903, wholly abandoned her and her child and left her without any provisions for support of any kind whatever and therein is guilty of gross neglect of duty which has continued ever since.

That said defendant was guilty of extreme cruelty in absconding and in leaving her and her child unprotected and without any support of any kind, leaving his business involved in disaster for her to contend with and arrange as best she could.

That since said date the defendant has had no communications whatever with the plaintiff and his whereabouts are unknown to her.

That in said abandonment and the circumstances thereof, the defendant was guilty of gross neglect of duty and extreme cruelty to this plaintiff.

That the defendant had diverted in his business $500. of the Plaintiffs money. That the plaintiff under the circumstances was obliged to dispose of the business at a great sacrifice being unable to carry the same on herself, the business being that of the Foundary and Repair shop. That the defendant holds title to certain real estate to wit, house and lot in Byhalia this County worth about $700. upon which there is a mortgage lien now held by the plaintiff and her father for the full value of the premises. The premises are described as follows: Situate in Byhalia, Washington Township, Union County, Ohio, and in survey # 7375, Beginning at a stone in the center of the Marysville and Fenton Pike, N. 33° E 183 feet from where the Essex and East Liberty crosses. Thence N. 33° W. 58.6 feet to a stake in the center of said Road. Thence 44.5 West parallel with the Essex and East Liberty Road and with the line of Elizabeth Moffitts land, 110 feet to a stone passing over a stone at 25 feet from the center of

said road. Thence S. 33° E. parallel with said Kenton and Marysville Pike 58.5 feet to the beginning. Containing 22/100 acres more or less.
Also beginning in the center of the Marysville and Kenton road and N. 38° W. 107.5 feet from corner stone at the point of intersection of the roads in the Village of Byhalia: Thence with the center of the Marysville and Kenton road N. 33° W (true meridian) 20 feet to the south east corner of A. Durflinger's lot. Thence with said Durflinger's South line 110 feet to a stake. Thence Eastwardly 110 feet to the place of beginning. Containing 4 rods more or less. Also beginning at a stake in the center of the Byhalia (and) West Mansfield pike 110 feet S. 44.2° West from where the Marysville and Kenton road crosses said road at Byhalia, Ohio. Thence with the center of said Byhalia and West Mansfield road S. 44½° W. 111 feet to a stake: Thence N ° W. 11.60 poles to a stake in Matthew Siegrels line Thence with his line N. 44.5° E. 121 feet to a stone 110 feet from the center of said Marysville and Kenton road corner to a lot of 20/100 of an acre owned by Flickinger: Thence S. 33° E. 11.60 poles to the place of beginning Containing one half acre more or less. Excepting therefrom ⅛ of an acre sold to John D. Powell, and Record, Vol. 83, Page 479, of the Union County Records, and also 1/12 of an acre conveyed to C. M. Vanmansdle V. 83, Page 478 of the Union County Deed Records.

The plaintiff asks that as her reasonable and proper alimony that the title to said premises be decreed to her to save expense of foreclosing the said mortgage. That defendant has no other property real or personal in said County of Union or elsewhere that she knows of.

Wherefore: The plaintiff prays that she be decreed a divorce from her said husband, Edward H. Bowen and that the bonds of their said marriage be absolutely dissolved. That she be decreed the custody of her said child, Ofland Bowen. That she be granted and adjudged sufficient and proper alimony for the support of herself and the said child, her costs and all proper relief.

Josephine E. Bowen.

J. H. Kinkade, atty. for Plaintiff

Affidavit for Publication.

Josephine E. Bowen.

8271 vs. Common Pleas Court, Union County, Ohio.

Edward H. Bowen

Josephine E. Bowen the above named plaintiff swears that service of summons and copy of petition herein can not be made within this state upon the said defendant Edward H. Bowen for the residence and whereabouts are to plaintiff unknown and could not with reasonable diligence be ascertained: and that this action is brought by the said Josephine E. Bowen against the said Edward H. Bowen in this Court for divorce and alimony according to the statutes in such case made and provided, and further saith not.

Josephine E. Bowen.

Sworn to and subscribed before me this 16th day of January, 1904
(Seal) Milton Hakes, Deputy Clerk.

8271. Legal Notice and Proof of Publication.

Edward H. Bowen whose place of residence is not known, late of Marysville, Union County Ohio, will take notice that on the 16th day of January, 1904 in the Court of Common Pleas, Union County, Ohio, where the action is now pending, Cause No. 8271, the undersigned, Josephine E. Bowen, filed her petition against the said Edward H. Bowen, praying for divorce from him and also for alimony. The same to be made a charge on the following real estate of his in Survey No. 7375, Byhalia, Washington Township, Union County, Ohio, Consisting of 1/2 acre, 22/160 of an acre and 4 rods, excepting therefrom 1/8, and 1/2 of an acre heretofore sold being the residence property of the said Edward H. Bowen, asking that the title to said real estate be decreed unto the said Josephine E. Bowen and for the custody of their minor child, Leland Bowen aged three years.

The said Edward H. Bowen is required to answer the said petition in said action not later than six weeks after the 20th day of January, 1904, the date of the first publication of this notice, or such divorce and relief may be granted.

Josephine E. Bowen
J. H. Kinkade, Atty. for Petitioner.

The State of Ohio, Union County ss:

Personally appeared before me, W. O. Shearer and made solemn oath, that the notice, a copy of which is hereto attached was published for 6 consecutive weeks on and next after Jan. 20th, 1904 in the Marysville Tribune, a newspaper of general circulation in the County aforesaid. W. O. Shearer

Sworn to before me and signed in my presence this 22nd day of March, A.D. 1904.
(Seal) Chas. E. Denhorwood, Clerk.

8271 Entry

Josephine E. Bowen.
vs.
Edward H. Bowen.

Court of Common Pleas, Union County Ohio.
Apr. 4th 1904.

This day came the plaintiff, the defendant having been legally summoned by publication and having failed to appear the Court found him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true.

The Court also finds, that the plaintiff at the time of filing her petition had been a resident 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 on the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof, the plaintiff is entitled to a divorce as prayed for.

It is further ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Josephine E. Bowen and Edward H. Bowen 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 Leland Bowen, a son of the parties hereto, be confided to the said Josephine E. Bowen exclusively, and the said Edward H. Bowen is hereby enjoined from interfering in any manner with said Josephine E. Bowen and the custody of her said son.

It is further ordered and adjudged that the said plaintiff Josephine E. Bowen have and possess as and for alimony, the following described real estate: Situate in Byhalia Washington Township Union County, Ohio. (For description see petition in this case).

And the said defendant is hereby ordered to convey said premises and the improvements thereon, and all the appurtenances thereto appertaining and belonging, to the said plaintiff, her heirs and assigns forever by a good and sufficient deed in fee simple, free from all right or claim of said defendant to any estate by dower or courtesy or otherwise therein.

And it is further ordered that upon the failure of said defendant to execute said conveyance within five (5) days from the Entry hereof, this decree shall operate as such conveyance and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the office of the Recorder of this County, as will show such change of title.

It is further considered by said Court that the said plaintiff recover from the said defendant, her costs herein expended taxed at $

Attest: Chas. C. Pemberwood, Clerk.
By Milton Haines, 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 Kerr, Judge of the said Court at the September Term, 1903. Be it remembered, that heretofore to wit, on the 15th day of February A.D. 1902, the following petition was filed with the Clerk of said Court to wit:—

8036.
Petition

Dora Bickett, Plaintiff.
vs.
Court of Common Pleas, Union County, Ohio.
Laurinda Seely,
Milk Wells, Mary
B. Merryman,
Henry Wells and
Clifton Seley, Defendants.

The plaintiff, Dora Bickett for her complaint says that she is the daughter of James Wells, late of Union County, Ohio, deceased, that said James Wells died on or about the 11th day of May, 1901. That the defendants Laurinda Seley, Mary B. Merryman & Milk Wells are also children of said James Wells, deceased surviving him and that said Henry Wells is a grandson of said James Wells, deceased, and the only child of one John Wells, deceased, who was a child of said James Wells, deceased, and that the plaintiff and the defendants Laurinda Seely, Mary B. Merryman, Milk Wells & Harry Wells are the heirs at law and the only heirs of James Wells, deceased.

The said plaintiff further says that on or about the 16th day of February, 1898, the said James Wells then a resident of Kentucky, executed a written instrument, a copy of which is hereto attached purporting to be his last will and testament, which written instrument was on or about the 18th day of May, 1901, filed in the Probate Court of said Union County, Ohio, for Probate, and was admitted to probate by said Court on or about the 17th day of June, 1901, and was ordered by said Court to be recorded in the record of Wills of said County; and that on or about the 1st day of June, 1901, the said defendant, Clifton Seley was appointed and qualified as Executor of said purported Will by the said Court and now claims to be the Executor of the Will of said James Wells, deceased aforesaid.

The plaintiff further says that said written instrument is not the will of said James Wells, deceased, and that Clifton Seley is not the Executor of the will of said James Wells, deceased; but that in fact said Wells, deceased died intestate; that said James Wells, deceased at the time he made said written instrument, to wit, February, 1898, was wholly incompetent mentally and physically to make a will; that at the time aforesaid, and ever since to the time of his death, said James Wells, deceased was very aged and infirm of body and mind and was mentally incompetent to make a will and continued so to the day of his death. That said Wells deceased on or about the 10th day of February, 1898, and for a long time previous thereto, and since then to the day of his death, by reason of feebleness of health and old age and mental infirmities, entertained unreasonable and envious prejudices against plaintiffs and

8036.

was incompetent to make a will and was easily persuaded and was persuaded by undue influences by plaintiff's mother and others to make no provisions for plaintiffs in his will, and that by such undue influences and persuasion he was induced to give his property to his other children and grand child, and did so attempt to give all his property to his other children and grand child, who are defendants herein. That said James Wells died leaving $3500 for distribution among his heirs at law; that prior to his death his mental condition was so impaired that a Guardian was appointed by the probate court of said County for said James Wells.

Therefore plaintiff asks for decree and order of this Court setting aside the proceedings of said Probate Court in relation to said written instrument and declaring said written instrument to be null and void, and that the same is not the will of said James Wells, deceased, and for such other and further relief as is right & proper.

Robinson & Woodburn & J. L. Cameron, attys. for Pltff.

The State of Ohio, Union County ss:

R. L. Woodburn being first duly sworn, says that he is an attorney for plaintiff, who is a non-resident of said County and State and absent therefrom, and that the statements of the foregoing petition are true as he believes.

R. L. Woodburn.

Sworn to and subscribed in my presence this 15th day of Feb. 1902.

(Seal) Chas. C. Pemberwood, Clerk.

8036. Copy of Will

I, James Wells, of Simpson County, Kentucky, being of sound mind and disposing memory, do make and publish this my last will and testament, revoking all others heretofore made if any.

Item First:- I will and give to my wife if she survives me all of my estate of whatever nature during her natural life; at her death I desire that my real estate and what personal property that may be left be sold by my Executor hereinafter named either at public auction or private at his discretion; and the proceeds of said sale of both personal and real property to be divided among my children and grand child as follows: I give to my daughter, Mrs. A. F. Bickett, Five dollars in money to be paid her by my said Executor hereinafter named; the remainder of my estate I give equally to my three children, Laurinda Seiley, Welk Wells, Mary B. Merryman and my grandson Henry Wells of Logan County, Ill. each to have one fourth interest in value to be paid them by my said Executor out of the proceeds of the sale of my estate.

In the event of the death of my son Welk Wells, I give his share to his two daughters, Laura Wells and Stella Von Potz who are my grand daughters.

Item Second:- I hereby appoint my grandson, Clifton Seiley of Jerome, Ohio, Executor of this my last will and testament and give and delegate full power to him to convey by deed any real estate, it may own to the purchaser or purchasers thereof and authorize him to sell same for the purposes this

Feby 10th, 1898. James Wells.
Signed and acknowledged by James Wells to be his last will and testament in our presence, and we sign our names as witnesses at his request in his presence and in the presence of each other this February 10th, 1898.
M. B. Ford,
C. B. Moore.

Summons 8036. And afterwards to wit, on the 15th day of February A.D. 1902. the following summons was issued to wit:-
The State of Ohio, Union County ss:
To the Sheriff of Union County:- You are hereby commanded to notify Saurinda Suley, Milk Wells, Mary E. Merryman, Henry Wells and Clifton Suley, that they have been sued by Dora Bicket 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 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. Witness my hand and the seal of said Court this 15th day of Feb. A.D. 1902. (Seal) Chas. C. Penhorwood Clerk

Sheriffs Return.
Received this writ Feb. 16th A.D. 1902, at 9 O'clock A.M. and same personally handing to Saurinda Suley, and Clifton Suley true and certified copies of this writ with all the endorsements thereon, Feb. 22nd 1902. Milk Wells, Henry Wells and Mary Merryman not found in Union County.
Fees: $3.33
D. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8036. Entry. Dora Bicket.
vs.
Saurinda Suley et.al.
Court of Common Pleas, Union County, Ohio.
Sept. 15th, 1902.
This day on motion, it was ordered by the Court that the plaintiffs give security for costs within sixty days and cause Continued.

8036. Affidavit. Dora Bicket, Plff.
vs.
Saurinda Suley et.al. Defts.
Court of Common Pleas, Union County Ohio.

A. B. Robinson being first duly sworn says, he is one of the attorneys for Plaintiff in the above named case and duly authorized to make this affidavit:- That the defendants, Harry Wells & Milk Wells are non-residents of the State of Ohio, and absent therefrom & that service of summons cannot be made upon either of them in this State of Ohio, and that the case is for setting aside the will of James Wells, and and is one of the cases provided for in section 5048, Revised Statutes of Ohio. And that the residence of Harry Wells is in Logan County, Illinois & Post Office is Beason, and that the residence of Milk Wells is Franklin State of Kentuckey as affiant believes.
Aaron B. Robinson.
Sworn to before me by A. B. Robinson & subscribed by him in my presence this 15th day of November 1902. Chas. C. Penhorwood, Clerk.
(Seal)
By Milton Haines Deputy.

8036 Legal Notice. Do
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Legal Notice.

Dora Bickel. Plff.
vs.
Saurinda Suley et al. Defts.

Court of Common Pleas, Union County, Ohio.

Henry Wells and Harry Wells of Skelton, Logan County, Illinois, and Welk Wells of Franklin, Kentucky, are hereby notified that for the 15th day of February 1902, Dora Bickell filed her petition against them and others in the Court of Common Pleas of Union County, O. asking that the written instrument purporting to be the will of James Wells late of said Union County, deceased; and admitted to Probate in said Union County, June 17th 1901, be declared by said Court to be null and void and not the will of said James Wells; and they are required to answer said petition by the 17th day of January, 1903 or a decree of said Court will be taken against them by default.

Robinson & Woodburn, J. L. Cameron Attys for Plaintiff.

8036.

Proof of Publication.

The State of Ohio, London County, ss: The undersigned being duly sworn, says that a copy of the annexed notice has published for 6 consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Nov. 19th 1902.

W. O. Shearer.

Sworn to and subscribed before me this 5th day of Jan. 1903.

(Seal)

Chas. C. Penhorwood, Clerk.

8036
Entry

Dora Bickel, Plaintiff
vs.
Saurinda Suley, et al.

Court of Common Pleas, Union County, Ohio.
Jan. 9th 1903.

This day on motion of the defendants, the Court grants leave to file answer herein in 15 days.

8036
Answer.

Dora Bickett
vs.
Saurinda Suley, et al.

Court of Common Pleas, Union County, Ohio.

Harry Wells, defendant herein, by leave of the Court first had now comes and for answer to the petition of Plaintiff herein says, that she admits that Dora Bickett is the daughter of James Wells and that he died on or about the 11th day of May, 1901, and that this answering defendant, Mary B Merryman and Welk Wells are the children of said James Wells, deceased; and that Harry Wells is a grand son of said James Wells and the only child of John Wells, deceased, and that Dora Bickel, Saurinda Suley, Mary B. Merryman, Welk Wells and Harry Wells are the heirs at law of James Wells, deceased; and that said will was admitted to probate by the Probate Court of Union County, Ohio on or about the 18th day of May, 1901, and that Clifton Suley was appointed Executor of the same. This answering defendant denies that the said James Wells, on the 10th day of February, 1898, was incapacitated to make a will and denies that on and after said date he was incapacitated to make a will and denies that he was infirm of body and mind

except ailments common to men of his age.
This defendant denies that the said James Wells entertained unreasonable and envious prejudices against the plaintiffs herein by reason of the influences of the plaintiffs mother or any other persons, and denies that said James Wells was influenced to devise his property to his other children and grand child by reason of undue influence and persuasion. And defendant denies that a guardian was appointed by the Probate Court of Union County, Ohio.
This answering defendant says that the said will was made and executed by the said James Wells deceased on or about the 16th day of February, 1898, prior to his death on the 18th day of May, 1901, and the said instrument so probated aforesaid was his last will and testament. That at the time of making said will, the said James Wells, deceased, was of sound mind and memory, and on said date was competent to make a will. This answering defendant says that at the time prior thereto and after making said will, the said James Wells was not influenced or persuaded into making the same, but made and executed said will being free from influence and persuasion.
Wherefore - Defendant asks judgment dismissing the petition with costs.
Robt. McCrory & D.W. Ayers, Attys. for Defendants.

State of Ohio, Union County ss:
Harry Wells, being duly sworn says that the facts stated and allegations made in this foregoing answer are as he believes true.
Harry Wells.
Sworn to and subscribed before me this 19th day of January, 1903.
(Seal)
Robt. McCrory, Notary Public.

8036
Answer.

Dora Bickett.
vs.
Court of Common Pleas, Union County, Ohio.
Saurinda Seeley et al.

Saurinda Seeley, defendant herein, ~~by leave~~ of the Court first had, and for her answer to the petition of the plaintiff herein, says: That she admits that Dora Bickett is the daughter of James Wells and that he died on or about the 18th day of May, 1901, and that this answering defendant, Mary B. Merryman and Ada Milk Wells are the children of said James Wells, deceased, and that Harry Wells is a grandson of said James Wells and the only child of John Wells deceased, and that Dora Bickett, Saurinda Seeley, Mary B. Merryman, Milk Wells and Harry Wells are the heirs at law of James Wells, deceased, and that said will was admitted to probate in the Probate Court of Union County, Ohio, on or about the 18th day of May, 1901, and that Elliston Seeley was appointed Executor of the same. This answering defendant denies that the said James Wells on the 16th day of February, 1898, was incapacitated to make a will and denies that on and after said date he was incapacitated to make a will, and denies that he was infirm of body and mind, except ailments common to men of his age.
This answering defendant denies that the said James Wells entertained unreasonable and envious prejudices against the plaintiff herein by reason of the influence of the

8036
Motion

8036
Entry

plaintiffs mother or any other persons: and denies that the said James Wells was influenced to will his property to his other children and grand-child by reason of undue influence or persuasion. And defendant denies that a guardian was appointed by the Probate Court of Union County, Ohio.

II :- This answering defendant says that the said will was made and executed by the said James Wells, deceased, on or about the 16th day of February, 1898 prior to his death on the 11th day of May, 1901, and the said instrument so probated as aforesaid was his last will and testament.

That at the time of making said will, the said James Wells, dec'd. was of sound mind and memory, and on said date was competent to make a will. This answering defendant says that at the time prior thereto and after the making said will, the said James Wells was not influenced or persuaded to making the same, but made and executed said will, being free from influence or persuasion.

Wherefore :- Defendants asks judgment dismissing the petition with costs

Robt. McCrory, D. W. Ayers, Atty's. for Defts.

State of Ohio, Union County ss:-

Laurinda Sulley being duly sworn says that she is one of the defendants in the above entitled case, and that the allegations are, as she believes true.

Laurinda Sulley.

Sworn to and subscribed before me this 19th day of January 1902.
(Seal)

Robert McCrory, Notary Public.

8036
Motion

Dora Bickett
vs.
Laurinda Sulley et.al.

Court of Common Pleas, Union County, Ohio.

And now come the defendants and move the Court, to require the plaintiff who is a non-resident of the State of Ohio, to give additional security for the costs, as the deposit of $25.00 as security for costs under a former order of this Court, will be wholly insufficient to satisfy any judgment that defendants might obtain for their costs. For the reasons, that almost all the evidence to sustain or defend in this case, will have to be procured by depositions, in the States of Kentucky and Tennessee at large expense of costs. And that in default of plaintiff doing so within a reasonable time to be fixed by the Court, that this cause be dismissed.

Robt. McCrory and D. W. Ayers,
Attorneys for Defendants.

8036
Entry

Dora Bickett.
vs.
Laurinda Sulley et al.

Court of Common Pleas, Union County, Ohio.
Feb. 16th 1903.

This day this cause come on to be heard upon the motion of defendants to require the plaintiff to give additional security for costs; and was argued by counsel and submitted to

the Court. Whereupon the Court orders that the plaintiff give additional security for costs to the acceptance of the Clerk of this Court, or that an additional deposit of $25.00 be made in this case, and cause continued.

8036. Summons. On the 21st day of Feb. A.D. 1903 the following summons was issued to wit:

The State of Ohio, Union County ss: To the Sheriff of Franklin County: You are hereby commanded to notify Mary B. Merryman that she has been sued by Dora Bickett in the Court of Common Pleas of Union County, and must answer by the 21st day of March A.D. 1903, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 2nd day of March, A.D. 1903. Witness my hand and the seal of said Court this 21st day of Feb. A.D. 1903.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

8036 The State of Ohio, Franklin County ss:

Received this writ Feb. 21st A.D. 1903, at 9 o'clock A.M. and served same by leaving a true copy thereof with all the endorsements thereon at the usual place of residence of the within named defendant, Mary B. Merryman.

Fees $3.30. Charles A. Pearce, Sheriff. By E. E. Buell, Deputy S.

8036. Entry. Dora Bickett. vs. Saurinda Suley et al. Court of Common Pleas, Union County, Ohio. Mar. 30th 1903.

This day came the plaintiff herein and gave security for costs in this case in accordance with a former order of this Court. And thereupon this cause was continued.

8036 Entry. Dora Bickett, vs. Saurinda Suley et al. Court of Common Pleas, Union County, Ohio.

This day came the parties hereto by their attorneys and agreed to a settlement of this case. Whereupon it is ordered that defendants pay plaintiff One hundred dollars in settlement of this case and that plaintiff pay costs and this case is dismissed.

Attest: Chas. C. Penhorwood, Clerk. By Milton Haines, 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 McDougal Judge of the said Court, at the January Term A.D. 1904. Be it remembered that heretofore to wit, on the 3rd day of Sept. 1903. the following Transcript was filed with the Clerk of said Court to wit:

8230 Transcript

Fred Hepp. Plaintiff.
Vs.
Beverly Hepp Jr. Admr.
of the Jestate of
Beverly Hepp. Sr. dcsd. Defts.

Before J. D. McDowell, Justice of the Peace.
Jerome Township.

August 17th, 1903 plaintiff filed his bill of particulars which is in substance as follows:
First:- That there is due him from the above defendant and out of the estate of Beverly Hepp Sr. now deceased, the sum of Forty one and 95/100 dollars for work and labor performed by this plaintiff for said defendant as per itemized account hereunto attached marked Exhibit A.
Second:- That he has presented affidavit setting forth this bill or claim to this defendant and he has rejected same by writing rejected on back of said affadvit, which is hereto attached marked Exhibit B. Wherefore plaintiff asks judgment against the said defendant in the sum of $41.95

D. E. Thornton atty. for Plaintiff.

On the same day I issued summons for defendant returnable Aug. 24th 1903, at 10 O'Clock P.M. Return of summons:- Received this writ August 17th 1903, and Aug. 18th 1903 served the same on defendant by leaving certified copy thereof, with defendant Beverly Hepp. My fees service and return 25¢ mileage 10- 65¢. Delmore Snodgrass, Constable.
August 22nd 1903 I issued subpanas for Plaintiff for Geo. Hepp, Frank Hepp, Alpheus Geeder, and Jennie Geeder, For defendant, Harry Booker, Edgar Hepp, Kate Hepp, Earnest Ashbaugh, and Charles Suley, Aug. 24th 1903. Parties present and ready for trial. Defendant makes verbal denial of the whole claim. The plaintiff, Alpheus Geeder, Jennie Geeder, Geo Hepp and Frank Hepp sworn and testified for plaintiff. Beverly Hepp, Harry Booker, Edgar Hepp, Kate Hepp, Earnest Ashbaugh and Charles sworn and testified for defendant. After hearing the testimony and the pleas of Counsel, I withheld my decision until Aug. 27th 1903, at 10 O'clock A.M. Aug. 27th 1903. After considering the testimony given and comparing the books of the parties, I find an indebtedness in favor of the plaintiff of $26.50 and an offset in favor of defendant of $5.00, showing a balance in favor of plaintiff of 21.50. Therefore it is concidered by me that the plaintiff herein recover from the defendant herein, the sum of $21.50 debt for work and labor and his costs herein taxed at $10.75 and costs that accrue. Item costs margin of this case.

J. D. McDowell, J.P.

Aug. 31st 1903, defendant came and gave an appeal undertaking

as follows:- Whereas on the 27th day of August, 1903, the said Fred Depp obtained a judgment against the said Beverly Depp, Admr. on the docket of J.P. McDowell J.P. for Twenty one dollars and fifty cents and costs taxed at Ten and 50/100 dollars, and the said Beverly Depp intends to appeal therefrom to the Court of Common Pleas of Union County. Now therefore I, Howard Schoby of Union County, do hereby promise and undertake to the said Depp in the sum of Sixty four dollars that the said appellant, if judgment be adjudged against him on the appeal will satisfy said judgment with interest and costs and costs that may accrue; and also that the appellant shall prosecute his appeal to effect and without unnecessary delay, (Signed) Howard Schoby.
Executed and acknowledged before me and surety approved this 31" day of August, A.D. 1903.
J.P. McDowell.

State of Ohio, Union County ss:
I do hereby certify the above is a full and true copy from my docket of the proceedings had by and before me at my Office in said Township in above action
J.P. McDowell J.P.
of said Township this 31" day of August A.D. 1903.

8230 Petition

Fred Depp, Plaintiff.
vs.
Beverly Depp Jr. Admr. of the Estate of Beverly Depp, deceased,
Court of Common Pleas, Union County, Ohio.

The plaintiff says:- I. That this action is founded upon an account for work and labor performed for said Beverly Depp, deceased, in Jerome Township, Union County, Ohio. and at his special instance and request, of which the following is a copy to wit:- Beverly Depp Jr. Dr to Fred Depp for work and labor as follows:-

Sept. 1901.		Oct. 1901.		June 1902.	
Cut corn one day,	$1.00	Husked corn one day	$1,00	plowed corn 1 day.	1,00
" " " "	1.00	" " " "	1,00	" " " "	1.00
" " ½ "	.50	Nov. 1901.		" " " "	1.00
" " one "	1,00	Hauled corn one day	.75	" " " "	1,00
" " ½ "	.50	" " " "	.75	" " " "	1,00
" " one "	1,00	" " " "	.75	" " " "	1,00
" " ½ "	.50	" " ½ "	.37½	" " " "	1,00
" " one "	1,00	Husked corn one "	1,00	" " " "	.50
" " " "	1,00	" " " "	1,00	" " " "	1,00
" " " "	1,00	hauled " " "	.75	" " " "	1,00
" " " "	1,00	" " ½ "	.37½	July 1902.	
hauled pumpkins 1 "	1,00	" " one "	.75	Shocked wheat 1 day	1,00
" " 1 "	1,00	" " " "	.75	" " ½ "	.50
Cut corn one "	1,00	Dec. 1901		" " 1 "	1,00
" " " "	1,00	hauled corn one "	.75	" " " "	1,00
October 1901.		" " " "	.75	" " " "	1,00
Cut corn one day	1,00	" " " "	.75	hauled manure 1"	1,00
" " " "	1,00				
				Total	$41,95

8230 Answer.

8230 Entry

8230 Entry

2. There are no credits thereon, and no part thereof has been paid.
3. That there is due the plaintiff from the defendant as such Administrator, as aforesaid, on said account, the sum of Forty one and 95/100 dollars with interest from the first day of August, A.D. 1902. The plaintiff therefore prays judgment against the defendant, as such Administrator, for the sum of Forty one and 95/100 dollars with interest thereon from August first, 1902.

Porter & Porter attys. for Plaintiff.

Fred Depp, the plaintiff herein, being ~~sworn~~, makes oath that the facts stated in the foregoing petition are true as he believes.

Fred Depp.

Sworn to by said Fred Depp before me, and signed by him in my presence this 17th day of October, A.D. 1903. E. N. Porter, (Seal) Notary Public, Union County, Ohio.

8230 Answer.

Fred Depp.
vs.
Beverly Depp Jr. Admr.

Court of Common Pleas Union County, Ohio

Now comes the defendant Beverly Depp Jr. as Administrator of the estate of Beverly Depp Sr. deceased, and for his answer to the petition of the plaintiff, says that he denies each and every allegation therein contained.

Mc Crory & Cameron, attys. for Deft.

Beverly Depp Jr. being first duly sworn deposes and says that the allegations of the foregoing answer are true as he verily believes.

Beverly Depp.

Sworn to before me and signed in my presence this day of November, A.D. 1903. (seal) Richard L. Cameron, Notary Public

8230 Entry

Fred Depp.
vs.
Beverly Depp Jr. Admr.

Court of Common Pleas, Union County, Ohio.
Jan. 4th 1904.

This day the Court grants leave for defendant to file answer instanter.

8230 Entry

Fred Depp.
vs.
Beverly Depp Jr. Admr.

Court of Common Pleas, Union County, Ohio.
Jan. 19th 1904.

This day came the parties by their attorneys: also came the following named persons as Jurors to wit:- George Raymude, John Harris, Arthur Webb, Ray Blue, Edward Court, George R. Gum, Fred Sale, George J. Barber, Uriah Cahill, Max Chapman, Sam Church, and Howard Roebury, who were duly empannelled and sworn according to law: and thereupon this cause came on for hearing upon the pleadings and the evidence. And the said Jury having heard all the testimony adduced in this cause, the argument of the 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 says:-
We, the Jury, being duly impaneled, sworn and affirmed, find the issues in this case in favor of the plaintiffs, and assess the amount due the plaintiff from the defendant at the sum of Eighteen and 76/100 (18.76) Dollars. Dated Janu 19th 1904. Samuel L. Church. Foreman.

8230. Entry.

Fred Depp.
vs.
Beverly Depp Jr. Admr.

Court of Common Pleas, Union County, Ohio.
Jan. 27th, 1904

The Jury in this action having on a former day of this Term, rendered a verdict for the plaintiffs and assessed his damages at $18.76 and no motion for a new trial having been made. It is therefore considered by the Court that the said plaintiffs recover from the defendant, the said sum of $18.76 together with his cost. herein expended.

Attest: Chas. C. Penhorwood, Clerk
By Millon Haines, Deputy.

Transcript.

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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 Commons Pleas of the State of Ohio, before the Honorable Duncan Kerr, Judge of the said Court at the January Term, 1904. Be it remembered that heretofore to wit, on the 16th day of Oct 1902, the following Transcript was filed with the Clerk of said Court to wit:-

Transcript.

O. L. Davis. Plaintiff
vs.
Cleveland, Cincinnati
Chicago & St. Louis Railway, Defd.

Before A. H. Hollefrath Justice of the Peace.

Be it remembered that on the 13th day of September, 1902, the said plaintiff filed his said bill of Particulars herein: Whereupon the following proceedings were had: Said Bill of Particulars being in the words and figures following to wit: The plaintiff says the defendant is a Corporation duly organized under the laws of Ohio, and on the 6th day of June, A.D. 1902, was operating a certain railway known as the Cleveland, Cincinnati, Chicago & St. Louis Railway Company with tracks, cars, locomotives and other appurtenances thereto belonging to the lines of which said railway Company pass through said County of Union. That on or about the 6th day of June A.D. 1902, the plaintiff's buggy was being drawn on the highway crossing the track of said defendant in said Township of Paris; and while crossing said track the defendants servants and employes so carelessly and negligently operated a certain freight train by neglecting to ring the bell or blow the whistle of the locomotive drawing said train, that the persons in charge of said buggy, had no warning of the approach of said freight train; and while crossing the defendants said track, the said Engine of defendant struck and destroyed the plaintiff's buggy. That the person in charge of plaintiff's buggy was without fault on their part; because at said time of approaching said crossing they looked and listened for the approach of trains; and because the defendants servants & employes failed and neglected to ring the bell and blow the whistle of said engine or give other warning of the approach of a train to said Crossing. The Plff's buggy was destroyed by reason of said neglect of defendants servants & employees. To the damage of the plaintiff's on the sum of One hundred dollars. For which sum with interest from the 6th day of June, 1902, the plaintiff asks judgment against said defendant.

O. L. Davis,

Issued summons to Frank Munell, Constable to serve on the defendant, The Cleveland, Cincinnati, Chicago and St. Louis Railway Company Endorsed: returnable Sept. 23" 1902, at 10 o'clock A. M. Amount for which plaintiff will take judgment if defendant fail to appear $100 00 with interest at 6 % from 6th June, 1902. Justices fee: $2.00 Constable 70¢.

Return of summons: Received this writ 13" September, 1902, and I served the same on the 13" day of Sept. 1902, on the defendant

by leaving a certified copy thereof and the endorsements thereon, with Edward Healey, ticket agent for said The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, in said County, who has charge of the ticket office in said County. The President of said Company having no residence or place of business in said County, and the principle business office of said Company not being kept in this Township of Paris in said County. Service & Return 25¢. mileage 20, Copy 25¢ Total 70¢. Frank Munnell, Constable.

Issued subpoenas for plaintiff, for James Howe, and Frank Howe, Sept. 23" 10 A.M. 1902. the hour set for trial the plaintiff appeared by his attorney D.W. Ayers, And the defts was represented by its atty, E.H. Porter. The following witnesses sworn and examined, for Plaintiff O.N. McAdow, Frank Howe, James Howe and O. L. Davis. The plaintiff then rested his side of the case, Defendant introduced no testimony. The case was fully argued by the respective counsels. after which I took this case under advisement. And I find that the defendants have committed the damage claimed by plaintiff, to extent of One hundred dollars. It is therefore by me considered & adjudged that the plaintiff recover of the defendant, the Cleveland, Cincinnati Chicago & St. Louis Railway Company, the sum of One hundred dollars and interest from 6th June, 1902, and costs taxed at $7.57 September 23" 1902. A.H. Kollefrath, Justice of the Peace.

8125 Entry

8125 Entry

8125 Entry

8125 Entry

8125 Petition

Appeal Bond.

On the 3rd day of Oct. 1902, the Cleveland, Cincinnati, Chicago and St. Louis Railway Co. entered into an undertaking with the above party as follows:

O. L. Davis Pltff.
vs.
C.C.C. & St. L. Rly. Defd.

Before A.H. Kollefrath Justice of the Peace of Paris Township, Union Co. Whereas: On the 23rd day of September, A.D. 1902, the said O. L. Davis obtained judgment against the said Cleveland, Cincinnati, Chicago & St. Louis Railway Co. on the docket of said A.H. Kollefrath, Justice of the Peace for One hundred dollars and costs taxed at $7.57, and the said Cleveland, Cincinnati Chicago & St. Louis Railway Co. intends to appeal therefrom to the Court of Common Pleas of said County. Now therefore, We of Union County, Ohio, hereby promise and undertake to the said appellee, in the sum and to the amount of Two hundred and fifteen & 17/100 dollars conditioned as follows: 1" That the said appellant will prosecute this appeal to effect and without unnecessary delay. 2" That if judgment be adjudged against said appellant on the appeal, they will satisfy such judgment and costs.

E.H. Porter.
John L. Porter.

Taken, executed and acknowledged before me, and duely approved this 3rd day of Oct. A.D. 1902. A.H. Kollefrath, Justice of the Peace.

The State of Ohio, Union County, Township of Paris 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 in docket 82, Page 212. Witness my hand this 16" day of Oct. 1902. A.H. Kollefrath, Justice of the Peace.

8125 Entry — O. L. Davis. vs. T. C. C. C. & St. L. R.R. Co. granted plaintiff

Court of Common Pleas, Union County, Ohio. Feb. 16th, 1903.

This day on motion of the plaintiff, leave was to file petition in 10 days and cause continued.

8125 Entry — O. L. Davis. vs. The C. C. C. & St. L. R.R. Co.

Court of Common Pleas, Union County, Ohio. May 1st 1903

This day leave was given plaintiff to file petition in 20 days and cause continued.

8125 Entry — O. L. Davis. vs. C. C. C. & St. L. R.R. Co.

Court of Common Pleas, Union County, Ohio June 15th 1903

This day leave was granted plaintiff to file petition in twenty days.

8125 Entry — O. L. Davis. vs. C. C. C. & St. L. R.R. Co

Court of Common Pleas, Union County, Ohio. Sept. 14th 1903.

This day on motion of plaintiff leave was granted to file petition herein and the same was filed.

8125 Petition — O. L. Davis. Plaintiff. vs. The Cleveland, Cincinnati Chicago & St. Louis Railway Company. Deft.

Court of Common Pleas, Union County, Ohio.

The plaintiff says:- the defendant is a Corporation duly organized under the laws of Ohio, and on or about the 6th day of June, A.D. 1902, was operating a certain Railway known as the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, with tracks, cars, locomotives and other appurtenances thereto belonging to the said defendant, That the lines of said Railway, leads through Union County, Ohio. That on or the 6th day of June A.D. 1902, the plaintiff's buggy was being drawn on the highway crossing the track of said defendant Railway Company in the Township of Union in said County of Union between the villages of Dubin and Milford Center; That while approaching to and crossing over the crossing of said highway and Railroad track, the defendants servants and employees so carelessly and negligently operated a certain freight train by neglecting to ring the bell or blow the whistle of the locomotive drawing said train, that the persons in charge of said buggy had no warning of the approach of said freight train. And while crossing defendant's said tracks, the defendants said engine struck and destroyed the plaintiffs said buggy. That the persons in charge of and using said

buggy were without fault on their part, because at the time of approaching said crossing the persons so in charge of said buggy as aforesaid, looked and listened for the approach of trains and could not and did not see, hear or know of the approach of said freight train to the aforesaid crossing. The plaintiff says that because the servants and employees of the said defendant neglected and failed to ring the bell and blow the whistle of the Locomotive drawing said freight train and wholly failed to give any warning of the approach of said freight train to the crossing aforesaid, that while the plaintiffs buggy was being drawn across the defendants track, it was struck by the defendant's Engine and wholly destroyed by reason of the said neglect of the defendant's servants and employers. to the damage of the plaintiffs in the sum of One hundred Dollars; for which sum with interest from the 6th day of June, 1902, the plaintiff asks judgment against said Defendant.

O. N. Ayers, Attorney for Plaintiffs.

State of Ohio. Union County ss: O. L. Davis being first duly sworn says the facts stated and allegations contained in the foregoing petition are as he believes true.

O. L. Davis.

Sworn to before me and signed in my presence by the said O. L. Davis this 10th day of September, A.D. 1903.

(Seal) O. N. McAdow, Notary Public.

8125 Answer.

O. L. Davis, Plaintiff.
vs.
C. C. C. & St. L. Ry. Co. Defendant.

Court of Common Pleas, Union County, Ohio.

The defendant answers to the petition of plaintiff filed herein and admits: That said defendant is a corporation organized as alleged, and that at said time it was operating a railway in and passing through said County of Union as alleged in plaintiffs petition.

And defendant denies each and every allegation stated in said petition, except as expressly admitted to be true as above set forth, and defendant asks to go hence without day.

Porter & Porter,
Attys. for Defendant.

State of Ohio, Union County } ss: E. N. Porter being sworn, makes oath, that he is one of the attorneys for the defendant herein, duly authorized in the premises, and that the facts stated in the foregoing answer are true, as he believes.

E. N. Porter.

Sworn to by E. N. Porter before me and signed by him in my presence, this 28th day of December, A.D. 1903.

(Seal) Chas. C. Penhorwood, Clerk.

8125 Entry

O. L. Davis.
vs.
C. C. C. & St. L. Ry Co.

Court of Common Pleas, Union County, Ohio.
Jan. 26th 1904.

This day came the parties by their attys. also came the following named persons as Jurors to wit:- George Haymude, Arthur Webb, Ray Olive, Edward Court, George R. Gum, Fred Stile, George J. Barber, Samuel Church, Max Chapman, Uriah Cahill, Howard Roebury

and J. J. Lovell, who were duly empaneled and sworn according to law and thereupon this cause came on for hearing upon the pleadings and the evidence, And the said Jury having heard the testimony adduced in this case in part, the Court adjourned the further hearing of this case until to-morrow morning at 9 o'Clock.

8125 Entry

O. L. Davis
vs.
C. C. C. & St. L. Ry. Co.

Court of Common Pleas, Union County, Ohio.
Jan. 27th 1904.

This day again came the 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 adduced in this case, the argument of Counsel, and the charge of the Court retired to their room in charge of the Sheriff, for deliberation.
And now come 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 at the sum of Ninety ($90 00) Dollars and interest $8.86, making a total of $98.86.
Dated Jan. 27th, 1904.
Geo. J. Barber, Foreman.

8125 Entry.

O. L. Davis
vs.
The C. C. C. & St. L. R. R. Co.

Court of Common Pleas Union County, Ohio.
Feb. 16th 1904.

The Jury in this action having on a former day of this Term, rendered a verdict for the plaintiff, and assessed his damages at $98.86 and no motion for a new trial having been filed:
It is therefore considered by the Court that the said O. L. Davis recover from the said The C. C. C. & St. L. R. R. Co. the said sum of $98.86 together with his costs herein expended.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the January Term, 1904.
Be it remembered that heretofore to wit, on the 8th day of Sept. A.D. 1903. the following petition was filed with the Clerk of said to wit:-

8234 Petition

Augustus Depp,
Vs.
Beverly Depp, Executor &c.

Court of Common Pleas, Union County, Ohio.

Plaintiff says, that Beverly Depp Sr. late of said County of Union died on or about the day of 190 leaving a [illegible] will and testament, which said will was duly filed and admitted to probate by the Probate Court of said County of Union, Ohio, on the day of 190 ,
That said will named the defendant, Beverly Depp Jr. as Executor thereof, and he was appointed by said Court as Executor of said will, and that the defendant, Beverly Depp Jr. is now the duly appointed and qualified Executor of the will and estate of said Beverly Depp Sr. deceased, and this action is brought against him as such Executor.
There is due plaintiff from the defendant as Executor of Beverly Depp Sr. deceased upon an account, a copy of which is hereto attached & marked A and made part hereof, the sum of One hundred and forty dollars, and sixty three cents, with the interest thereon from the 27th day of Oct. 1902. Plaintiff further states that he presented to the defendant, Beverly Depp Jr. as Executor of said estate of Beverly Depp Sr. deceased a written statement of his said claim, and demanded the indorsement of allowance thereon, but the defendant on the 2nd day of September, 1903, refused and rejected said claim and refused to indorse his allowance thereon. Wherefore plaintiff prays for judgment against the said Beverly Depp Jr. as Executor of the will and estate of Beverly Depp Sr. in the sum of One hundred and forty & 63/100 Dollars with interest thereon from the 27th day of October, 1902, and for all proper relief.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio, Union County ss:-

Augustus Depp being first duly sworn, says that he is the plaintiff above named and that the facts stated and allegations made in his foregoing petition are true as he verily believes.

Augustus Depp.

Sworn to before me and signed in my presence this 8th day of Sept. 1903.
(Seal)

J. L. Cameron, Notary Public.

Precipe 8234.

To the Clerk: Issue summons for the defendant above named, returnable according to law. Indorse amount claimed $140.63 with interest from Oct. 27th, 1902.

J. L. Cameron,
Attorney for Plaintiff.

Exhibit A. 8234

A
Oct. 27th 1902
To Beverly Depp Sr. Dr.
1899 To 1 Set Double Harness $ 40.00
" " 1 Set Single " 25.00
" " 1 Buggy Whip 1.00
" " 1 Set Buggy Harness 25.00
" " 1 Set Single " 25.00
" " 1 Set Double " 40.00
" " 1 Set Single " 25.00
" " 1 Set Double " 40.00
" " 1 Set Single " 25.00
" " 1 Set Double " 40.00
1899 " " 1 Set Single " 25.00
" " 1 Set Double " 40.00
" " 1 Set Single " 25.00
" " 1 Set Double " 40.00
" " 1 Set Single " 25.00
" " 1 Set Double " 40.00
" " 1 Set Single " 25.00
" " 1 Set Double " 40.00
1900 " " 1 Set Single " 25.00
" " 1 Set Double " 40.00
" " 1 Set Single " 25.00
" " 1 Set Double " 40.00
" " 1 Set Single " 25.00
" " 1 Set Double " 40.00
1901 " " 1 Set Single " 25.00
" " 1 Set Double " 40.00
"

Exhibit A. 8234

The estate of Beverly Depp, deceased in account with August Depp. Dr.

1898.	June 27th	to one days work with team.		$2.25
"	" 28 "	" " " " " " .		2.25
"	July 1st	" " " " " " .		2.25
"	" 28th	" 3/4 " " " " " .		1.65
"	" 30 "	" 1/2 " " " " " .		1.13
"	Aug. 3rd	" one " " " " " .		2.50
"	" 4th	" " " " self " .		1.00
"	Sep. 26 "	" " " " " "		2.00
"	" 29 "	" " " " " " " .		2.00
"	" 30 "	" " " " " "		2.00
1899	Apr. 19 "	" " " " " with team.		2.50
"	Aug. 8"	" 1/2 " " " " " .		1.25
"	" 15"	" one " " " " " .		2.50
"	" 16"	Threashing and hauling oats, Mc. Campbell		3.50
"	" 23rd	Load of hogs to Plain City		2.00
1900.	Mar 4th.	hauling corn and fodder from Frys.		1.50
"	Apr —	" " " " " " " .		1.50
"	" —	" 2 loads of hay from Mc. Campbells.		2.00
"	June. Thurs.	making hay at Whitehalls.		2.50
"	" Fri.	" " " " .		2.50
1901	July 1st.	one days work with teams.		2.50
"	" 2nd	" " " " " .		2.50
"	" 3rd	2/3 " " " " " .		1.50
"	" 4th	1/2 " " " " " .		1.25
"	" 5 "	one " " " " " .		2.50
"	Aug. 8 "	" " " " " " .		2.50
"	" 9"	1/2 " " " " " .		1.25
"	Oct. 8"	one days harrowing with team		2.50
"	" 9"	" " " " " .		2.50
"	" 10"	" " " " " " .		2.50
"	" 11	" " " " " " .		2.50
"	" 12	" " " " " " .		2.50
1902	June 24th	" " work with team.		2.00
"	" 27"	" " " " " " .		2.00
"	July 7th	" " " " " " .		2.00
"	Aug 8th	" 1/2 " " " " & boy		1.50
"	" 9th	one days work.		1.00
"	Oct. 22nd	" " " with team		2.00
"	" 24th	" " " " " "		2.00
"	Nov 12th	1/2 " " " " "		1.25
April 14th, 1901.		one sow and pigs sold to B. Depp.		25.00
Oct 25th 1902.		one colt sold to B. Depp.		40.00
				$146.08

1901, April	By 15 Bush. corn at 30¢.	$4.50
" "	" 3 " " " " ".	.90
	Total credit	$5.40
		$140.63

July 13th 1903. balance to date,

Beverly B. Depp.

The State of Ohio, Union County ss: Augustus Depp, Claimant being duly sworn, says that the claim hereto attached is justly due, that no payments have been made thereon, and that there are no offsets against the same, to the knowledge of the affiant.
Augustus Depp.
Sworn to before me and signed in my presence this 30th day of July, 1903.
(Seal) Richard L. Cameron, Notary Public.

8234 Summons

And afterwards on the 8th day of Sept. 1903, the following summons was issued, to wit:-
State of Ohio, Union County ss:
To the Sheriff of Union County:-
You are hereby commanded to notify Beverly Depp Jr. Executor &c, that he has been sued by August Depp in the Court of Common Pleas of Union County, and must answer by the 19th day of Oct. A.D. 1903 or the 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 Sept. A.D. 1903. Witness my hand and the seal of said Court this 8th day of Sept. A.D. 1903.
(Seal) Chas. C. Penhorwood, Clerk.

Sheriffs Return.

Received this writ Sept. 9th, A.D. 1903, at 8 o'clock A.M. and served same by leaving at the usual place of residence of Beverly Depp Jr. a true and certified copy of this writ with all the endorsements thereon.
Fees: $2.62
S. E. Burnham, Sheriff.

8234 Answer.

Augustus Depp, Plaintiff.
vs.
Beverly Depp, Exec, etc, Defendant.
Court of Common Pleas, Union County, Ohio.

Now comes the defendant and for answer to the plaintiffs petition says:- That he admits the death of Beverly Depp Sr. as alleged in said petition and that he left a will and that the defendant is the duly appointed and qualified Executor of said will and estate; but he denies each and every allegation in said petition contained not herein expressly admitted.
Second cause of defence: The defendant says that he denies that said works and labor were performed by the plaintiff, but if said work and labor was performed, the same was fully paid for by the deceased in his life time.
Third cause of defence:- For a third cause of defence, this defendant says that since the death of the said Beverly Depp Sr. and the appointment of the defendant as Executor and before the commencement of this action, the defendant and plaintiff had a full and complete settlement of all accounts due the said plaintiff from said estate, and the defendant as such Executor paid the plaintiff in full of all the amounts due or claimed to be due the plaintiff from the said estate.
Wherefore: The defendant asks that he may go hence without

8234 Reply.

8234 Entry.

day and recover his costs from the said plaintiff herein and for all proper relief.

Mc Cory & Cameron,
Attorneys for Defendant.

State of Ohio, Union County ss:

Beverly Depp Jr. being first duly sworn, says that he is the defendant in the above entitled case and that the facts stated and allegations made in the foregoing answer true as he verily believes.

Beverly Depp Jr.

Sworn to before me and signed in my presence this 10th day of October A.D. 1903.
(Seal)

Richard L. Cameron,
Notary Public.

8234 Reply.

Augustus Depp.
vs.
Beverly Depp Jr. as Admr. &c,

Court of Common Pleas, Union County, Ohio.

Now comes Augustus Depp and for his reply to the answer of the said defendant says: He denies that said Beverly Depp Sr. paid any part of the account stated in the petition, except the credit of $5.40 in the petition set forth. The plaintiff denies that said Administrator settled or paid any part of the account stated in the petition, but says that after the death of Beverly Depp Sr. the plaintiff performed work for the estate and the Administrator settled for the same; but this work was done and services rendered after the death of said Beverly Depp Sr.

The plaintiff denies all the allegations in the 3rd defence set up in the answer, except such as he does expressly admitted.

Wherefore the plaintiff prays as he has already prayed in his petition.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio, Union County ss:

Augustus Depp, plaintiff, being first sworn, says that the facts stated in his foregoing reply are true as he verily believes.

Augustus Depp.

Sworn to before me and signed in my presence this 24th day of Dec. 1903.
(Seal)

J. L. Cameron, Notary Public.

8234 Entry.

Augustus Depp.
vs.
Beverly Depp Jr. Admr.

Court of Common Pleas, Union County, Ohio.

January 18th 1904.

This day came the parties by their Attorneys; also came the following named persons as Jurors to wit:- Richard Cody, George Raymuda, John Harris, Arthur Webb, Ray Blue, Edward Cobert, George R Gum, Fred Vile, George J. Barbour, Uriah Cahill, Max Chapman, and Sam Church, who were duly impaneled and sworn according to law, and thereupon this cause came on for hearing upon the pleadings and the evidence. And the said Jury having heard the testimony adduced in this case and the argument of counsel, the Court adjourned the further hearing of this case until to morrow morning at 9 o'clock.

8234
Entry

Augustus Depp.
vs.
Beverly Depp Jr. Admr.

Court of Common Pleas, Union County, Ohio.
January 19th, 1904.

This day came the parties by their attorneys: also came the Jury heretofore impaneled and sworn in this case and the trial proceeded. And the said Jury having heard all the testimony adduced in this case, the argument of Counsel, and the charge of the Court, retired to their room in charge of the Sheriff for deliberation. And comes said Jury into open Court with their verdict in writing signed by their Foreman and says: We the Jury being duly impaneled, sworn and affirmed, find the issues of this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant, Beverly Depp Jr. Admr. at the sum of One hundred and thirty five dollars and sixty three cents ($135.63)
Dated January 19th, 1904.

Uriah Cahill, Foreman.

8234
Entry.

Augustus Depp.
vs.
Beverly Depp Jr. Admr.

Court of Common Pleas, Union County, Ohio.
January 27th 1904.

The Jury having on a former day of this term in this action rendered a verdict for the plaintiff and assessed his damages at $135.63 and no motion for a new trial having been made, It is therefore considered by the Court that the said plaintiff recover from the defendant, the said sum of $135.63 together with the costs herein expended.

Attest: Chas. C. Penhorwood, Clerk,
By Milton Haines, 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 the said Court at the January Term, 1904. Be it remembered that heretofore to wit, on the 20th day of July A.D. 1903 the following petition was filed with the clerk of said Court to wit:

8207
Petition

Charles S. Davids, Plaintiff.
Vs. Court of Common Pleas, Union County Ohio.
William E. Rogers,
Lizzie Rogers, Defendants.

First cause of action:- Plaintiff says that the defendants are indebted to him in the sum of $117.29 with interest at eight per cent per annum, from Oct. 19th 1900, payable semi-annually and also the interest on the semi-annual installments of interest at like per cent as follows:- On $3.85 from Mar. 17th, 1901, on $4.69 from ~~Sept.~~ 17th 1901, on $4.69 from March 17th 1902, on $4.69 from Sept. 17th 1902, on $4.69 from March 17th 1903. On a promissory note of which the following is a copy, with all the credits and endorsements thereon.

$125.00 Marysville O. Sept. 17th 1898.

Twelve Mos. after date, for value received we or either of us promise to pay to C. S. David or order, at Marysville, Ohio, One hundred and twenty five dollars, with interest at eight per cent after maturity and from date payable semi-annually. And we hereby authorize any attorney at law to appear for us or either of us in an action on the above note, at any time after the same becomes due in any court of Record in or of the State of Ohio, waive the issuing and service of process against us or either of us and confess judgment in favor of the said C. S. David against us or either of us, for the amount that may be due thereon with costs of suit, and to waive and release all error in said proceedings, petition in error, and the right to appeal from the judgment rendered. Witness our hands and seals this day of A.D. 18[illegible].

Attest J. H. Kinkade. William E. Rogers his X mark
Thomas Mulcahy No. 11909 Due Sept 17/99. Lizzie Rogers.

The following are all the endorsements and credits on the same. Protest waived.
C. S. Davids, Security, Dr. 5.00 int Aug. 7th 1899 pd $2.35 Oct. 19th 1900.
By balance of old Engine $7.65 pd by R. Turner, sold engine for $30.00

Second Cause of Action:

At the time of delivering said note and to secure the payment of the same, the defendants duly executed and delivered to the plaintiff their mortgage deed conveying to the plaintiff the following premises situated in the County of Union and State of Ohio, and Township of Paris: and part of survey No. 3350, and bounded and described as follows:- Beginning at a stake in the East line of D. N. Henderson's land and Northwest corner of a lot of land containing 10 acres conveyed by John Cavit to Benjamin Haughety on the 4th day of Sept. 1868. Thence with the North line of said Haughety's lot, N. 80 E. 28 4/100 poles to a stake. Thence N. 10. W. 8 87/100 poles to

a stake. Thence S.80, W. 28 24/100 poles to a stake in the East line of said D. W. Henderson's land. Thence with said land S.10, E. 8 57/100 poles to the beginning. Containing one acre and 90 poles more or less, subject to a road way described in a deed by Loucks to Lansdown, dated Jan. 1st 1880.
Said mortgage was conditioned that if the said William E. Rogers and Lizzie Rogers or either of them shall pay or cause to be paid unto the said C. S. David or his Executors, administrators or assigns, their promissory note payable twelve months after date, calling for the sum of $125.00 with interest from date, at 8% per annum, payable semi-annually, then these presents to be void. Otherwise to remain in full force and virtue in law forever.
Said note still remains unpaid. On the 22nd day of September, 1898, at 5 25 P.M. o'Clock said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Vol. 36. Page 308 of the records of mortgages.
Plaintiff therefore asks judgment against the defendants in the said sum of $117.29 with interest at 8% per annum from October 19th 1900, and also interest upon the respective annual installments from the respective dates and at the rate aforesaid, in the first cause of action, and that the said mortgage be foreclosed and said premises be sold and the proceeds applied to the payment of said judgment.
Frank Z. Ballinger, Atty. for Plaintiff.

State of Ohio, Union County ss:- Chas. S. David Plaintiff herein being sworn, says that he believes the facts stated in the above petition to be true.
Charles S. David.
Sworn to before me by said Charles S. David and by him signed in my presence this 17th day of July, 1903.
(Seal) Frank Z. Ballinger,
Notary Public in and for Union County, Ohio.

8207. Precipe
To Clerk:- Issue summons in the above entitled case to the Sheriff of Union County, Ohio for the defendants named: Endorse action for money and foreclosure. And claimed $117.29 with interest at 8% per annum from Oct. 19th 1900. And the interest on $3.85 from March 17th 1901, at 6% and on $4.69 from Sept. 17th 1901, on $4.69 from March 17th 1902, on $4.69 from Sept. 17th 1902, on $4.69 from March 17th 1903.
Frank Z. Ballinger, Attorney for Pltff.

8207 Summons
And afterwards to wit, on the 20th day of July 1903 the following summons was issued to wit:-
State of Ohio, Union County ss:- To the Sheriff of Union County: You are hereby commanded to notify William E. Rogers and Lizzie Rogers that they have been sued by Charles S. David in the Court of Common Pleas of Union County and must answer by the 22nd day of August A.D. 1903, or the 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 Aug. A.D. 1903.
Witness my hand and the seal of said Court this 20th day of July A.D. 1903.
(Seal)
Chas. C. Penhorwood, Clerk.

8207 Entry
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8207 Precipe
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Sheriff's Return.
Received this writ July 21st A.D. 1903. at 8 o'clock A.M. and served same by personally delivering to Williams E. Rogers and Lizzie Rogers (his wife) true and certified copies of this writ with all the endorsements thereon. July 23rd 1903.
Fees: $1,35
S.F. Burnham, Sheriff.

8207 Entry

Charles S. David
vs.
William E. Rogers et al.
Court of Common Pleas, Union County, Ohio.

This cause now coming on for hearing on the petition and the evidence the Court finds that the defendants, William E. Rogers and Lizzie Rogers have been duly served with summons in this case and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendants, William E. Rogers and Lizzie Rogers, on the promissory note set forth in the petition with interest to the first day of this term, the sum of $146.59.
The Court further finds that in order to secure the payment of said note, the defendants, William E. Rogers and Lizzie Rogers his wife, executed and delivered to the said Charles S. David, the plaintiff, their certain mortgage as in the petition described, and on the premises therein described. That said Mortgage was duly recorded in book 36, page 308, of the Records of mortgages of Union County and is a good and valid lien on the premises described in the petition. And that the condition in said mortgage has been broken.
It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of $146.59 and his costs herein expended. And it is further adjudged and decreed that unless the defendants, William E. Rogers and Lizzie Rogers shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 14th day of September 1903, the defendants' equity of redemption be foreclosed and the said premises be sold, and that an order of sale issue to the Sheriff of said Union County, directing him to appraise, advertise and sell premises as upon executions, and report his proceedings to this Court for further order.

8207 Precipe

Charles S. David.
vs.
William E. Rogers, et al.
Court of Common Pleas, Union County, Ohio.

To the Clerk:
In this case issue an order of sale returnable according to law.
Frank J. Ballinger, atty. for Plaintiff.

8207
Order of Sale.

Chas. S. David.
vs.
Wm E. Rogers et.al.

Court of Common Pleas Union County, Ohio.

The State of Ohio, Union County ss:-

To the Sheriff of said County, Greting:- Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 14th day of Sept. 1903, Charles S. David obtained a judgment and decree against William E. Rogers et.al. for the sum of One hundred and forty six and 59/100 Dollars, and dollars costs of suit. And whereas, it was then and there by said Court ordered, adjudged and decreed that the said William E. Rogers and others within five days from the 14th day of Sept. A.D. 1903, pay unto the said Charles S. David the said sum of One hundred and forty six and 59/100 dollars with interest from the 14th day of Sept. 1903, and costs aforesaid; and on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statutes regulating judgments and executions at law, to sell the real estate described in the plaintiff's petition &c. and Whereas the five days aforesaid have fully expired, and the said sum of $146.59 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 Paris Township and part of Survey No. 3350, and bounded and described as follows:- Beginning at a stake in the East line of D. W. Henderson's land and Northwest corner of a lot of land containing 10 acres conveyed by John Case's to Benjamin Daugherty on the 4th day of Sept. 1868;- Thence with the North lines of said Daughetty's lot N.80. E. 28 24/100 poles to a stake; Thence N.10. W. 8 87/100 poles to a stake; Thence S.80. W. 28 24/100 poles to a stake in the East line of said D.W. Henderson's land; Thence with said S. 10. E. 8 87/100 poles to the beginning; Containing One acre and 90 poles more or less subject to a Roadway described in a deed by Loucks to Sandown, dated Jan 1st 1880. We therefore command you that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate under the statute regulating sales on Executions and that you apply the proceeds of such sale in satisfaction of said judgment and decree with costs and interest as specified therein; and that you make report of your proceedings 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 22nd of September, A.D. 1903. (Seal)

Chas. C. Penhorwood, Clerk.

Sheriff's Return.

In obedience to the within command of the order of sale hereto annexed, I did, on the 24th day of Sept. 1903, summons John M. Dodge, Ray G. Morse and Chas. C. Penhorwood, three disinterested freeholders residents

8207
Legal Notice.

of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards on the 25th day of Sept. A.D. 1903, 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 $175.00 One hundred and seventy five Dollars. A certified copy of said appraisal, I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County, And on the 30th day of Sept. 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 31st day of Oct. A.D. 1903, 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 30th day of October 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 Anna E. Dellinger who bid for the same the sum of One hundred and ninety four $194.00 Dollars and said sum being more than two thirds of the appraised value thereof, and said Anna E. Dellinger being the highest and best bidder therefor, I then and there publicly sold said lands, struck off said lands and tenements to him for said sum of $194.00

Fees: $7,51 Appraisers $3.00, $10,51 S. F. Burnham, Sheriff.

8207
Legal Notice

Charles S. David
vs.
William E. Rogers, et al.

Court of Common Pleas, Union County, Ohio.
On order of sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North Door of the Court House in Marysville, Ohio, On Saturday October 31st 1903, at or about the hour of one o'clock P.M. on said day, the following described real estate to wit:- Situated in the County of Union, State of Ohio, in Paris Township, and part of Survey No. 3350, and bounded and described as follows:- Beginning at a stake in the East line of D. W. Henderson's land and Northwest corner of a lot of land containing 10 acres conveyed by John Cassil to Benjamin Daugherty in the 4th day of September 1868. Thence with the North line of said Daugherty's lot N. 88° E. 28 24/100 poles to a stake. Thence N. 10 W. 8 80/100 poles to a stake; Thence S. 88° W. 28 24/100 poles to a stake in the East line of said D. W. Henderson's land; Thence with said land S. 10° E. 8 80/100 poles to the beginning, containing one acre and 90 poles more or less, subject to a Roadway described in a deed by Foucks to Sandown, Dated Jan. 1st, 1880. Appraised at $175.00. Terms of sale cash.

S. F. Burnham, Sheriff
of Union County Ohio.

The State of Ohio, Union County ss:
Personally appeared before me
W. O. Shearer and made solemn oath, that the notice a copy of
which is hereto attached was published for 5 consecutive weeks
on and next after Sept. 30th, 1903, in the Marysville Tribune, a
newspaper of general circulation in the County aforesaid.
Fees: $1.00 W. O. Shearer.
Sworn to before me and signed in my presence this 31st day
of Oct. A.D. 1903. Seal. Chas. C. Penhorwood, Clerk

8207 Entry.

Charles S. David.
vs.
William E. Rogers
Lizzie Rogers.

Court of Common Pleas, Union County, Ohio.

On motion of the plaintiff, and on this producing
the return of the Sheriff of the sale made under the former
order of this Court, and the Court on careful examination of the
proceedings of the said Sheriff, being satisfied that the same
have been had in all respects in conformity to law, and the
orders of the Court, it is ordered that the said proceedings and
sale be and they are hereby approved and confirmed.
And it is further ordered that the said Sheriff convey to
the purchaser, Anna E. Doellinger by deed according
to law, the property so sold. And the said purchaser is hereby
subrogated to all the rights of said lien holders, in said
premises so far as they may be paid herein for the protection
of his title. And a writ of possession is awarded to put said
purchaser in possession of said premises. It is further ordered that
the Clerk cause satisfaction of the mortgage herein sued on to be
entered on the record thereof, in the Office of the Recorder of Union
County. And the Court coming now to distribute the proceeds of
said sale, amounting to $194.00 It is ordered that the Sheriff out
of the money in his hands, pay,
First:- To the Treasurer of the County, the taxes, penalty and
interest against said property amounting to $6.28.
Secondly:- The costs of this action taxed at $40.69
Thirdly:- To the plaintiff Charles S. David, the amount hereto-
fore found due with interest to wit:- The sum of $147.03

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines Deputy.

8222. Petition

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Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of the said Court at the September Term A.D. 1903. Be it remembered that heretofore to wit, on the 17th day of August 1903 the following petition was filed with the Clerk of said Court to wit:-

8222. Petition

Jennie Earick
vs.
George Earick.

Court of Common Pleas, Union County, Ohio.

Plaintiff says she has been a resident of the State of Ohio for the year last past, and has a bona-fide residence in the County of Union. That on the 24th day of March 1901, she was married to the defendant that no children have been born of said marriage. The plaintiff says that the defendant has been guilty of extreme cruelty towards this plaintiff in this: That in the summer of 1902, this defendant threatened to strike the plaintiff & coo'ed find fault with this plaintiff & and tell her that she was of no account to make money, that his first wife could make more money in a week than this plaintiff could in a year. That this plaintiff was always acting the fool, that said plaintiff was a great deal more for fun than for making money. That at different times during the summer of 1902, this defendant has ordered plaintiff to go to her home and stay there, that the sooner she would go the better and he wished that she would go. Said defendant would complain of the cooking of the plaintiff & and say that his first wife was more saving than this plaintiff was. This defendant at different times since their marriage up to April 11th 1903, would tell this plaintiff she could have nothing out of his estate, that all she could get would be a living; and in attempting to carry out these threats, on or about March, 1903, this defendant by representing to this plaintiff that he had concluded to arrange all his property, so all interests would be cared for, meaning this plaintiff & and said defendant's four children, induced this plaintiff to sign a deed for 70 acres of land, telling this plaintiff that One thousand dollars was going to her. This plaintiff, and this plaintiff relying on the statements of this defendant, signed said deed relying on the statements made by defendant. When in truth the One thousand dollar note represented to be made to this plaintiff was made to the defendant herein, and he the defendant refused to sign same over to the plaintiff & or in any way pay her the amount of One Thousand Dollars: Notwithstanding this plaintiff had signed a deed for said 70 acres of land to Wilbur Earick, son of this defendant.

Second cause of action: That this defendant has been guilty of gross neglect of duty towards this plaintiff & in this: that while this plaintiff & was sick during March, 1903, this

defendant refused to get medicine for this plaintiff, although requested to do so by this plaintiff, this defendant saying she did not think she was sick enough to need it.
That this plaintiff was sick at other times and this defendant would leave her in her room and pay her no attention and leave her to wait on herself, and care for herself. That this defendant would refuse to furnish food for the plaintiff, of the kind necessary for this plaintiff in her condition: and when asked to furnish such food, as necessary this defendant would say to this plaintiff "if what you have is not what you like, get it yourself." This plaintiff is not strong and requires different food from persons of rugged constitution & when this defendant would not have milk for this plaintiff to make butter, and this plaintiff would ask this defendant to buy butter, this defendant would say he would not pay 17¢ per pound for butter for it was to expensive and refused to buy any. And at one this plaintiff was sick and needed medicine & this defendant neglected to get some for this plaintiff, and this plaintiff went to her father and told him her condition and he got medicine for her. Plaintiff says this defendant is possessed of the following property, a farm of 70 acres of the value of $5000, with the conditions heretofore set out. Defendant told this plaintiff in April, 1903 he had $600.00 in money. This defendant has Chattle property of the value of $500.00 This plaintiff says this defendant has no indebtedness as this defendant represented to this plaintiff.
Wherefore plaintiff prays, she may be divorced from this defendant and restored to her maiden name of Jennie Murphy, and that she may be decreed to have reasonable alimony, and such other and further relief as she may be entitled to.
Plaintiff further says she has no means of subsistence and no means to prosecute this case & that an application will be made to the Hon. Duncan Dow, Judge of the Court of Common Pleas of the 3rd subdivision of the 10th Judicial district at the Court House in Bellefontaine, Logan Co. Ohio, on Thursday the 20th day of Aug. 1903 at 10 O'clock.
W. J. Hoopes, Atty. for Pltff.
State of Ohio, Union County ss.
Jennie Earick being first sworn the allegations are, as she believes true.
Jennie Earick,
Sworn to and subscribed in my presence this 17th day of Aug. 1903.
(Seal.)
Frank J. Ballinger, Notary Public

8222. Precipe. Clerk: Issue summons for above named defendant directed to Sheriff of Union County, Ohio, endorse: action for divorce, alimony and other further relief.
W. J. Hoopes,
Atty. for Plaintiff

And afterwards to wit, on the 17th day of Aug. A.D. 1903, the following Summons was issued to wit:-

8222. Amended Petition

8222 Entry.

8222. Motion

The State of Ohio, Union County ss:

To the Sheriff of the County of Union)

You are commanded to notify George Earick that Jennie Earick, has filed in the office of the Clerk of the Court of Common Pleas, of Union County Ohio, a petition, (a copy of which is herewith served on him) charging him with extreme cruelty and gross neglect of duty, and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ.

You will make due return of this summons on the 31st day of Aug. A.D. 1903. Witness my hand and the seal of said Court at Marysville this 17th day of Aug. A.D. 1903.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received 9 A.M. on the 18th day of Aug. A.D. 1903, and on the 18th day of August A.D. 1903, I served the same upon the defendant by personally handing to him, a true copy thereof, with a certified copy of the petition in this case.

Fees: $2.08 S. H. Burnham, Sheriff.

8777. Motion

Jennie Earick
vs
George Earick

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff herein and moves the Court herein for an order requiring defendant to pay this plaintiff alimony pending suit.

8777 Entry.

Jennie Earick
vs.
George Earick

Court of Common Pleas, Union County, Ohio.
Aug. 20th, 1903.

This day this cause came on to be heard on motion of plaintiff for alimony pending suit in said case. And the Court being advised in the premises, orders and adjudges that said defendant pay to this plaintiff at once, the sum of $50.00 as alimony pending this suit.

8222. Amended Petition

Jennie Earick
vs.
George Earick.

Court of Common Pleas, Union County, Ohio.

Plaintiff says she has been a resident of the State of Ohio for the year last past, and has a bona-fide residence in the County of Union. That on the 24 day of March, 1901, she was married to the defendant. That no children have been born of said marriage. That plaintiff says, the defendant has been guilty of extreme cruelty towards this plaintiff in this to wit:- That in the summer of 1902, this defendant threatened to strike this plaintiff and would have done so, had not this plaintiff gotten out of defendants way.

and would find fault with this plaintiff and would tell her, she was no account to make money, That his first wife could make more money in a week than plaintiff could in a year, That this plaintiff was always acting the fool, that said plaintiff was a great deal more for fun than for making money. That at different times during the summer of 1902 has ordered this plaintiff to go to her home and stay there, that the sooner she would go the better and that he said defendant wished she would go, Said defendant would complain of the cooking of this plaintiff and say his first wife was more saving than this plaintiff, This defendant at different times since their marriage up to April 11th 1903, would tell this plaintiff she could have nothing out of his estate, that all she could get would be her living and in attempting to carry out these threats, on or about March, 1903, this defendant by representing to this plaintiff that he had concluded to arrange his property so all interested would be cared for meaning this plaintiff & said defendants four children, induced this plaintiff to sign a deed for 70 acres of land, telling this plaintiff that One thousand dollars was going to her, this plaintiff & this plaintiff relying on said statements of said defendant, signed said deed, relying on the statements made by defendant, When in truth the One thousand dollar note represented to be made to this plaintiff, was made to the defendant herein & he the defendant refused to sign same over to said plaintiff, or in any way pay her the amount of One thousand dollars, notwithstanding this plaintiff had signed the deed for said 70 acres of land to Wilbur Earick, son of this defendant, Said defendant for the purpose of wounding the feelings and humiliating this defendant, would tell this plaintiff she was using instruments to prevent having children when in fact said defendant knew said statements to be untrue, & knew that at no time was said plaintiff pregnant, and that at no time said plaintiff used any instruments or any other treatment to prevent pregnancy or to produce an abortion, all which defendant well knew & that said charges were made for the sole purpose of hurting the feelings of this plaintiff.

8222. Entry

Second Cause of action:- This defendant has been guilty of gross neglect of duty towards this plaintiff in this. That while this plaintiff was sick in March, 1903, This defendant refused and neglected to get medicine for this plaintiff & also requested to do so by this plaintiff, this defendant saying he did not think she was sick enough to need it, That this plaintiff was sick at other times and this defendant would leave her in her room and pay her no attention & leave her to wait on herself & care for herself. That this defendant would refuse to furnish food for this plaintiff of the kind necessary for this plaintiff in her condition & when asked to furnish such food as necessary, this defendant would say to this plaintiff, if what you have is not what you like, get it yourself, This plaintiff is not strong and requires different food from persons of rugged constitutions & often this defendant would not have milk for this plaintiff to make butter, and this plaintiff would asks this

defendant to buy butter, this defendant would say he would not pay 17¢ per lb. for butter for it was too expensive and refused to buy the same, and at one time this plaintiff was sick and needed medicine and this defendant neglected to get some for this plaintiff; and this plaintiff was compelled to go to her father for some and get medicine for her. Plaintiff says defendant is possessed of the following property; a farm of 70 acres of the value of $5000. and money and chattles of the value of $1100. This defendant has no indebtedness as represented to this plaintiff by Defendant.

Wherefore; Plaintiff prays she may be divorced from this defendant and may be restored to her maiden name of Jennie Murphy, and such other relief as she may be entitled to.

W. I. Hoopes, Atty. for Plaintiff.

8222. Entry

Jennie Earick
vs.
George Earick

Court of Common Pleas, Union County, Ohio.
Oct. 24th 1903.

Now comes the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court finds defendant in default for answer & demurrer to said petition and finds that the allegations thereof, are confessed by the defendant to be true. The Court also finds 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. That the parties hereto, were married as set forth in said petition. The Court further finds upon the evidence adduced, that the defendant has been guilty of extreme cruelty towards this plaintiff and that by reason thereof, the plaintiff is entitled to a divorce as prayed for in said petition. It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Jennie Earick and George Earick be, and the same is hereby dissolved and both parties released from the obligations of the same. It is further ordered that the petitioner be and she hereby is restored to her maiden name of Jennie Murphy. It is further considered & ordered by the Court, that the plaintiff pay the costs of this proceeding & the same are paid.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at March Term 1904. Be it remembered that heretofore to wit on the 8th day of Aug A.D. 1903 the following petition was filed with the Clerk of said Court to wit:-

8215 Petition

Ada M. Erwin, Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Lewis E. Erwin, Defendant

The plaintiff says that she has been a resident of the State of Ohio, for more than the year last past, and that she is now a bona fide resident of the said County of Union. That on the 13th day of September, 1900, she was married to the defendant which marriage relation still exists. There have been no children born of such marriage. The plaintiff has always conducted herself properly and as a wife should do. Regardless of his marital duties, the defendant has been, and is guilty of gross neglect of duty toward the plaintiff in this to wit:- About the 2nd day of March, 1902, the defendant left the plaintiff to care for herself, and without making provision for her in any way went to the State of Washington and remained there until about the 11th day of September, 1902, when he returned to the neighborhood and remained about a month, but without providing anything for plaintiff; and then again the defendant departed leaving the plaintiff to care for herself and he has ever since remained away wholly neglecting to provide for plaintiff, or let her know his whereabouts so plaintiff has been compelled ever since said marriage to earn her own living by working out as a domestic. And the defendant has withheld from her the consideration and affection and support due the plaintiff as his wife. Defendant has neglected to provide the plaintiff either food, clothing or a home since Mar. 2nd 1902.
The plaintiff's name before her marriage was Ada M. Brightler, and she prays that she may be divorced from defendant and restored to her maiden name and for all proper relief.

J. L. Cameron,
Atty. for Plaintiff.

Legal Notice. 8215.

8215 Entry

8215 Affidavit

Ada M. Erwin
vs. Court of Common Pleas, Union County Ohio.
Lewis E. Erwin.

The State of Ohio, Union County ss:-
Ada M. Erwin, the plaintiff in the above entitled action, being first duly sworn, says that this action is brought against the defendant Lewis E. Erwin in this Court for divorce, according to the statute in such case made and provided. That the residence and Post Office address of the defendant are unknown to the plaintiff and she has been unable by the exercise of reasonable diligence to ascertain the same. For that reason service of summons and copy of the petition cannot be made in this state, nor is the plaintiff able to mail a copy thereof to said defendants residence or post office address.

The plaintiff has made diligent inquiries among the relations and friends of the defendant and has caused letters to be written in trying in good faith to learn the place of residence of the defendant, but has been wholly unable to ascertain his whereabouts. Plaintiff desires to make service of publication, according to the statute in such case provided.

Ada. M. Erwin.

Sworn to before me and signed in my presence, this 8th day of August, 1903,

(Seal)

J. L. Cameron,
Notary Public. Union County, Ohio.

Legal Notice. 8215.

Lewis E. Erwin, whose residence is unknown, will take notice that his wife Ada M. Erwin, did, on the 8th day of August, A.D. 1903, file in the office of the Clerks of the Court of Common Pleas, within and for the County of Union and State of Ohio, her petition against him, charging the said Lewis E. Erwin with gross neglect of duty and praying for a divorce and that plaintiff be restored to her maiden name of Ada M. Brighter. The plaintiff alleges in said petition, her marriage with defendant, and that she has been a resident of the State of Ohio, for more than a year last past, and that she is now a bona fide resident of Union County, Ohio. Said petition will be for hearing by said Court at the September Term thereof, 1903, or such other time thereafter as the Court will hear it.

Ada M. Erwin.

The State of Ohio, } ss:
Union County }

Personally appeared before me W. A. Shearer, said, made solemn oath, that the notice, a copy of which is hereto attached was published for 6 consecutive weeks on and after Aug. 1st 1903, in the Marysville Tribune, a newspaper of general circulation in the County aforesaid,

W. A. Shearer.

Sworn to before me and signed in my presence this 4th day of Apr. A.D. 1804,

(Seal)

Chas. C. Penhorwood, Clerk.

8215 Entry

Ada M. Erwin.
vs.
Lewis E. Erwin.

Court of Common Pleas. Union County, Ohio.

This day came the plaintiff and her attorney and submitted this cause to the Court upon the petition and the evidence. On consideration whereof, the Court being fully advised in the premises, finds that the defendant has been duly and legally served, by publication, with notice of the filing and pendency of this petition as required by law and that he is in default for answer or demurrer.

The Court further finds that the plaintiff has been a resident of the State of Ohio all her life, and that at the time of filing her petition, and ever since, she has been a bona fide resident of said County of Union.

The Court further finds, that the parties were married as

stated in the petition, and that the defendant has been guilty of gross neglect of duty as in the petition set forth. 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 said parties, be and the same is hereby dissolved and both parties released from the obligations of the same. And it is further ordered and decreed that the plaintiff be, and she is hereby restored to her maiden name of Ada M. Brighter.

Attest: Chas. E. Penhorwood, Clerk.
By Milton Haines Deputy.

Exhibit "A"

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 Kerr, Judge of the said Court at the March Term, 1904. Be it remembered that heretofore to wit, on the 22" day of March A.D. 1904 the following petition was filed with the Clerk of said Court to wit:

F. G. Fullington, Plaintiff
vs. Court of Common Pleas. Union County, Ohio.
Sarah A. Hall &
Alford Hall, Defendants

The defendants on the 7th day of March A.D. 1904, executed and delivered to F. G. Fullington, the plaintiff, their promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, with all the endorsements thereon, are hereto attached marked Exhibit "A" and made a part of this petition. Said note is unpaid, except as shown by said endorsements, and there is now due the plaintiff on said note the sum of One hundred and fifty nine and 20/100 Dollars, with interest at the rate of Eight per. cent. per annum after maturity.
Wherefore plaintiff prays judgment against said defendant for the sum of One hundred and fifty nine dollars and twenty cents, with interest thereon from the 21st day of March, A.D. 1904, at the rate of Eight per cent per annum, all paid, and for costs of suit.
J. L. Cameron, Attorney for Plaintiff.

Exhibit "A"

$159.20 March 7th, 1904.

Ten days after date for value received, We or either of us, promise to pay to the order of F. G. Fullington, One hundred and fifty nine and 20/100 Dollars with interest at the rate of Eight per cent per annum per annum after maturity at Milford Center Banks, Milford Center O.
And we hereby authorize any attorney at law, to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of the holder hereof, for the amount then appearing due, together with costs of suit. And thereupon to release all errors and waive all right of appeal.
Sarah A. Hall, Seal
Alford Hall Seal

(Copy)

The State of Ohio, } ss: F. G. Fullington being sworn, says that he is
Union County, } the above plaintiff, that this action is brought upon an 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. F. G. Fullington.
Sworn to by said F. G. Fullington before me, and by him signed in my presence this 22" day of March A.D. 1904.
(Seal) Chas. C. Penhorwood, Clerk

Answer.
8294

F. G. Fullington
vs
Sarah A. Hale, and
Alford Hale.

Court of Common Pleas. Union County, Ohio.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I an attorney at law in the several Courts of Record in this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process thereon, and confess a judgment in favor of said plaintiff against said defendant on said note for the sum of One hundred and fifty nine dollars and twenty 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.

Richard L. Cameron,
Attorney for Defendants.

8294
Entry.

F. G. Fullington
vs.
Sarah A. Hale and
Alford Hale.

Court of Common Pleas, Union County, Ohio.

This day came the plaintiff by his attorney; also appeared Richard L. Cameron an attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition for said cause shown to be duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants and in favor of said plaintiff for One hundred and fifty nine Dollars and twenty cents being the amount of principal and interest due on said note and for costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.
It is therefore considered that said plaintiff recover of said defendants the sum of One hundred and fifty nine dollars and twenty cents being the amount of said note with interest computed at eight per cent per annum from the 21st of March, A.D. 1904. and also his costs herein expended taxed at $

8290
Petition

8290
Precipe.

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 Wood, Judge of the said Court at the March Term, 1904. Be it remembered that heretofore to wit, on the 5th day of March, 1904 the following petition was filed with the Clerk of said Court to wit:

8290 Petition

Frank S. Hill, Plaintiff
vs.
Alice Hill, Defendant.

Court of Common Pleas, Union County Ohio.

The plaintiff says:- he has been a resident of the State of Ohio for the year last past, and is now a bona fide resident of Union County, Ohio, That on or about the 9th day of July, 1886 he was married to the defendant.

There has been born of such marriage, Elizabeth A. Hill, aged 16 years, James S. Hill aged 10 years.

Plaintiff says that since said marriage with the wife and family, he has resided near Jerome in said County of Union. That during said marriage, he demeaned himself toward his wife as a dutiful husband and amply furnishing her with all the necessaries of life.

That the defendant in violation of her marital duties, abandoned plaintiff and said children about the 10th of July, 1903, and has ever since remained away from plaintiff and refused to return to him and their said children, though frequently importuned and requested to do so. That ever since said 10th day of July, 1903, he has had the care and custody of their said children and been compelled to keep house and provide for their wants without the aid or assistance of said defendant.

Wherefore: the plaintiff prays that he may be divorced from said defendant, and upon final hearing, that he may be awarded the custody of said children. And for such other and further relief as equity may demand.

D. W. Ayers, attorney for Plaintiff.

State of Ohio } ss
Union County }

Frank S. Hill being first duly sworn, says the facts stated and allegations contained in the foregoing petition are as he believes true.

Frank S. Hill.

Sworn to before me and signed in my presence this 5th day of March, 1904.

(Seal)

Chas. C. Penhorwood, Clerk.

8290 Precipe.

Clerk: Issue summons on the petition in the above case, with copy of petition to the Sheriff of Hancock County, Ohio, returnable according to law. Endorse: Action for Divorce.

D. W. Ayers,
Attorney for Pltff.

8290. Summons.

And afterwards to wit, on the 5th day of March, A.D. 1904. the following summons was issued to wit:-
The State of Ohio. Union County ss:
To the Sheriff of Hancock County:
Greeting:- you are commanded to notify Oliver Hill that Frank S. Hill 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 accompanies this summons) asking that he be divorced from her and that he have custody of minor children and for other proper relief. The cause may be heard and decided at any time after the expiration of six weeks from the service of this writ. Said Sheriff will make due return of this summons on the 14th day of March A.D. 1904.
Witness my signature and seal of said Court this 5th day of March, 1904.
(Seal) Chas. C. Penhorwood, Clerk.

Received Sheriff's Return.
Received this writ on the 7th day of March, 1904, at 5 o'clock P.M. and on the 8th day of March, 1904, I served the same by delivering a true copy thereof, together with a certified copy of the petition filed against Oliver in this cause.
Fees: $2.00
Ira Buehong, Sheriff.

8290 Entry.

Frank S. Hill,
vs.
Oliver Hill.

Court of Common Pleas, Union County, Ohio.
June 1st 1904.

Now came the plaintiff, the defendant having been duly served with summons and a copy of the petition in this action, and having failed to appear, the Court finds her in default for answer or demurrer thereto. The Court further finds from the evidence adduced, 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 set forth in said petition.
The Court further find upon the evidence adduced that the defendant has been guilty of wilful absence 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 Frank S. Hill and Oliver Hill be, and the same is hereby dissolved and both parties are released from the same. It is further ordered, that the custody, care, education and control of the said children of the parties hereto towit:- Elizabeth A. and James T. Hill, be until the further order of this Court confided to the plaintiff, exclusively. And that the plaintiff pay the costs of this action taxed to $,

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines Deputy.

8211 Petition

8211 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 Row, Judge of the said Court at the September Term, 1903. Be it remembered that heretofore to wit, on the 28th day of July A.D. 1903. the following petition was filed with the Clerk of said Court, to wit:

8211. Petition

Alice Hodge, Plaintiff.
vs
Charles H. Hodge, Defendant.
Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff, Alice Hodge and says that she has been a resident of the State of Ohio for the year last past, and is now a bona-fide resident of the County of Union. That she was married to the defendant, Charles H. Hodge on the 7th day of July, 1899. that there were born of said marriage two children, to wit, Ethel L. Hodge, aged 3 years, and Ruth A. Hodge aged 2 years. That she has conducted herself toward the defendant, ever since said marriage as a chaste, faithful and obedient wife. That the defendant notwithstanding his marital obligations toward this plaintiff has for more than three years last past been an habitual drunkard.

Second cause of action: Plaintiff says that notwithstanding his marital obligations toward her, the defendant has been guilty of gross neglect of duty toward her in that during all her married life he never purchased for her but one dress, and that was a cheap calico one, and never but one pair of shoes; and that that was all the clothing he ever purchased for her, and in that he wholly failed to provide her with the necessities of life and in that he wholly failed and neglected to provide for his two children so that the plaintiff had to depend upon her father to provide clothing for herself and her children, notwithstanding the fact that defendant was a strong man and able to work and able to provide plaintiff and her two children with plenty.

The defendant is a man of vicious and vulgar habits and is now a fugitive from justice and is wholly unfit for the care and custody of children.

Wherefore: Plaintiff prays that she may be awarded the custody of the two children and that she may be divorced from the defendant and for such other relief as may be just and equitable,

Alice Hodge

8211 Affidavit

Alice Hodge
vs.
Chas. H. Hodge
Court of Common Pleas, Union County, Ohio.

Alice Hodge plaintiff in the above case being first duly sworn, deposes and says, that on the 28th day of July, 1903. she filed in said Court of Common Pleas a petition against the said Charles Hodge, defendant praying for a divorce and custody of her children. and said plaintiff further says, that the said

Charles H. Hodge is a fugitive from Justice and as she believes has left the State of Ohio, and that she does not know and cannot ascertain where said Charles H. Hodge now resides, although she has made diligent enquiry therefor, and that the service of a summons can not be made on the said Charles H. Hodge within this State, and the said plaintiff wishes to obtain service on the said Charles H. Hodge by publication. And further affiant saith not.

Alice Hodge.

Sworn to and subscribed before me, this 28th day of July, 1903.
(Seal)

James E. Robinson, Notary Public.

Legal Notice 8211.

Alice Hodge.
vs.
Charles H. Hodge.

The defendant, Charles H. Hodge whose place of residence is unknown will take notice that on the 28th day of July, 1903, the plaintiff, Alice Hodge, filed her petition against him in the Court of Common Pleas, Union County, Ohio, alleging that defendant has been an habitual drunkard for more than 3 years last past: and that defendant has been guilty of gross neglect of duty toward her, and praying for a divorce and the sole custody of their two children. Said petition will be for hearing on and after Sept. 3rd 1903, and unless defendant answers by said date, said petition will be taken for true. Alice Hodge.

8211

State of Ohio, Union County } ss: Personally appeared before me, J. W. Greiner and made solemn oath, that the notice a copy of which is hereto attached was published for six consecutive weeks on and after July 29th, 1903, in the Marysville Tribune a newspaper of general circulation in the County aforesaid.
Fees:- $3.50

J. W. Greiner.

Sworn to before me and signed in my presence this 6th day of Oct. A.D. 1903.
(Seal)

Chas. C. Penhorwood, Clerk.

8211
Entry.

Alice Hodge.
vs.
Charles H. Hodge.

Court of Common Pleas, Union County, Ohio.
Oct. 6th, 1903.

This cause came on this day to be heard on the petition and the evidence, and on consideration thereof, the court find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same and was at that time a bona-fide resident of this County of Union, and that the parties hereto, were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty, and that by reason thereof, the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Alice

Hodges and Charles H. Hodges 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 plaintiff exclusively.
It is further ordered that the plaintiff pay the costs of this proceeding.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, Deputy.

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial Distrect of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Kerr, Judges of the said Court at the March Term, 1904, Be it remembered that heretofore to wit, on the 16th day of April, 1904, the following petition was filed with the Clerks of said Court to wit:-

8300. Petition

M. W. Hill, Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Mary L. Robertson, Defendant.

The plaintiff says that on the 12th day of June, A.D. 1897, he recovered a judgment against the defendant in the Court of J. P. Crally, a Justice of the Peace in and for Claibourne Township, Union County, Ohio, for One hundred and seventy four & 61/100 dollars, $174.61/100 and costs taxed at $3.20 that a certified copy of the full proceedings in the said case was made from the docket of the said J. P. Crally, and the said Transcript duly filed on June 14th 1897, with the Clerk of the Court of this Union County, Ohio. That there remains unpaid and due this plaintiff the full amount of said judgment with interest at 6 per cent from the 12th day of June, 1897, and that said judgment has since become dormant. The plaintiff prays that said judgment may be revived and made subject to execution for the amount of $174.61 with interest from June 6th 1897.

S. N. Van Winkle, ally. for Plaintiff.

M. W. Hill, the plaintiff makes oath and says the facts in the above pleading are true

M. W. Hill.

Sworn to and subscribed before me a Notary Public this 14th day of April, 1904.

(Seal)

W. S. Winters,
Notary Public.

8300. Precipe

To the Clerk of Court, Union County, Ohio.

Issue summons on petition directed to Sheriff of Union County, and returnable according to law. Endorse:- Action in revivor of judgment for money only: amount for which judgment will be revived, $174.61 with interest, 6 per cent from June 12th 1897, and $3.20 costs.

S. N. Van Winkle ally. for Plaintiff.

8300. Summons.

And afterwards on the 16th day of April A.D. 1904, the following summons was issued to wit:-

The State of Ohio, } ss: To the Sheriff of Union County: You are
Union County, } hereby commanded to notify Mary L. Robertson that she has been sued by M. W. Hill in the Court of Common Pleas of Union County, and must answer by the 14th day of May A.D. 1904, or the petition of the plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 25th day of April A.D. 1904. Witness my hand and the seal of said Court, this 16th day of Apr. A.D. 1904.

(Seal)

Chas. C. Fenhorwood, Clerk.

Sheriff's Return.

Received this writ April 16th A.D. 1904, at 8 o'clock, A.M. and served same by personally handing to Mary L. Robertson, a true and certified copy of this writ with all the endorsements thereon, April 19" 1904.

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

Fees: $2.96

8300
Entry.

W. W. Hill.
vs.
Mary L. Robertson.

Court of Common Pleas, Union County, Ohio.
May 31" 1904.

This day this cause came on to be heard upon the petition of the plaintiff for a revivor of the judgment rendered in favor of the plaintiff, W. W. Hill against the defendant, Mary L. Robertson by J. P. Crally, a Justice of the Peace in and for Claibourne Township, Union County, Ohio on the 12th day of June, A.D. 1897, for the sum of $174.61 and $3.20 costs: And the court finding that the defendant has been duly served with summons herein; and has failed to answer and show cause why said judgment should not stand revived as prayed for in said petition; It is ordered by the Court that said judgment hereby for the sum of $177.81 with interest at six percent from the 12th day of June A.D. 1897, be and the same doth stand revived against the said Mary L. Robertson; And that plaintiff recover from the defendant the costs herein taxed at $, for which Execution is allowed to issue.

Attest: Chas. C. Penhorwood, Clerk,
By Milton Haines, 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 the said Court at the January Term A.D. 1904. Be it remembered that heretofore to wit, on the 15th day of January, 1904 the following petition was filed with the Clerk of said Court to wit:—

8269 Petition.

In the matter of the application of Cora M. Richardson for a change of name.

Court of Common Pleas, Union County, Ohio.

Said petitioner, Cora M. Richardson, says that she has been a bona fide resident of the County of Union and State of Ohio, for the year last past: that her maiden name was Cora M. Martin, that she was married to one E. O. Richardson on the 25th day of March 1885, that in the year 1891, or about that time, said E. O. Richardson procured a divorce in the State of Missouri from this petitioner, that she had no notice of said action for divorce, and did not have the opportunity to defend against same, and did not defend against same; that there were no children born of said marriage, and that said petitioner has no children nor anyone depending upon her, other than the relatives of her childhood when her name was Martin. Wherefore said petitioner prays that she may be restored to her maiden name of Cora M. Martin.

James E. Robinson, Attorney for Petitioner.

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

Cora M. Richardson being first duly sworn, says that the facts stated and allegations made in the foregoing petition are true, as she verily believes.

Cora M. Richardson.

Sworn to before me and subscribed in my presence This 25th day of December, 1903. (Seal)

R. M. Cook, Notary Public.

8269. Legal Notice

To whom it may concern: Notice is hereby given that on or after thirty days (30) from this date, the undersigned, Cora M. Richardson will file her petition in the Court of Common Pleas of Union County, Ohio, praying said Court to order her name changed to Cora M. Martin, and that said petition will be for hearing at the January Term of said Court, 1904. Dec. 9th 1903.

Cora M. Richardson.

State of Ohio, } ss:
Union County }

The undersigned being duly sworn, says that a copy of the annexed notice was published for 1 week in the Milford Center, Ohioan, a newspaper of general circulation in the County of Union, said publication beginning with Dec. 10th 1903 Chas. A. Monroe.

Sworn to and subscribed before me this 15th day of January. 1904.

Printer's fees: $1.20

James E. Robinson.
Notary Public.

(Seal)

8269 Entry

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8269
Entry

In the matter of the application
of Cora. M. Richardson.

Court of Common Pleas, Union County, Ohio.
January, 18th 1904.

Now came the petitioner herein, by her attorney, and thereupon her petition came on to be heard. And the Court being satisfied by proof in open Court of the truth of the facts set forth in the petition and that there exists proper and reasonable cause for changing the name of the petitioner, and that due notice of the intended application in said petition was given by publication in the Milford Center Chioan, a Newspaper in general circulation in this County, thirty days before the filing of said petition.

It is therefore ordered and decreed by the Court, that the name of this petitioner, Cora M. Richardson, be and the same hereby changed to Cora M. Martin, as prayed for in said petition.

It is further ordered that the petitioner pay the costs herein, and execution is awarded therefore.

Attest:- Chas. C. Fenhorwood, Clerk.
By Milton Haines, 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 the said Court at the January Term, 1904. Be it remembered that heretofore to wit, on the 12th day of September, 1903. the following petition was filed with the Clerk of said Court to wit:-

8237 Petition

Spencer A. Saughrey, Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Myrmettie V. Saughrey, Defendant.

Spencer A. Saughrey, the above named Complainant, says that he is a resident of said Union County, and that he has been a bona-fide resident of the State of Ohio, continually for more than a year last past. That he and the defendant, Myrmettie V. Saughrey were married to each other on or about the 22nd day of January, A.D. 1892, in Taylor Township, said Union County and State of Ohio. That there were no children born of said marriage. The plaintiff further says that at the time of and prior to said marriage, her name was Myrmettie V. McAllister. That the defendant left the plaintiff on or about the 10th day of June 1900, and has never lived with him as wife since last mentioned date. The plaintiff has been always ready and willing to receive defendant as his wife, but the defendant regardless of her marital duties, would not live with him, although he was ready and willing to provide a place for them to reside, and was able to so furnish a residence according to his means and condition in life. The plaintiff says he has always been ready to perform his duties as a husband to said defendant. That the defendant is guilty of wilful absence from the plaintiff, her husband, for more than three years last past. The defendant is also guilty of gross neglect of duty in this: she would not get meals with any regularity, would not repair his wearing apparel, so that he had to take his clothes to his mother's home to get them mended, would leave her home and stay away several weeks at a time, and in other ways neglect her home duties grossly.

Wherefore plaintiff prays that he may be divorced from defendant and such other relief as may be proper.

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

Spencer A. Saughrey, the above named plaintiff being duly sworn, says the facts and allegations in his foregoing petition are true as he verily believes.

Spencer A. Saughrey.

Sworn to before me and signed by Spencer A. Saughrey in my presence, this 12th day of September, A.D. 1903.
(Seal)

Chas. C. Penhorwood Clerk.

8237 Summons.

8237 Praecipe.

To Clerk: Issue summons and a copy of petition to the Sheriff of Union County, returnable according to Law.

F. T. Arthur,
Atty. for Plaintiff.

8237 Entry

8237
Summons.

And afterwards on the 12" day of Sept. A.D. 1903 the following summons was issued to wit:-

The State of Ohio, Union County ss:-

To the Sheriff of the County of Union: You are commanded to notify Myrmettie V. Laughrey that Spencer A. Laughrey 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 hereto served on her) charging her with wilful absence 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 21st day of Sept. A.D. 1903. Witness my hand and the seal of said Court at Marysville this 12" day of Sept. A.D. 1903.

(Seal) Chas. C. Lenhorwood, Clerk.

Sheriff's Return.

Received, 3 o'clock P.M. on the 12" day of Sept. A.D. 1903, and on the 16" day of Sept. A.D. 1903, I served the same upon the defendant by leaving at the usual place of residence a true copy thereof, together with a certified copy of the petition in this case.

Fees: $2.52

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8237
Entry

Spencer A. Laughrey,
vs.
Myrmettie V. Laughrey,

Court of Common Pleas, Union County, Ohio.
Jan. 8th, 1904.

Now came the plaintiff and the defendant having been legally served with summons and a copy of the petition herein, and having failed to appear, the Court find her in default for answer or demurrer. The Court also find from the evidence adduced that the plaintiff at the time of filing his petition has 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 said parties hereto were married as in said petition set forth. The Court further find that the defendant has been guilty of wilful absence 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 Spencer A. Laughrey, and Myrmettie V. Laughrey be and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the plaintiff pay the costs of this proceeding.

Attest: Chas C Lenhorwood, Clerk.
By Milton Haines, 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 the said Court at the September Term, A.D. 1903. Be it remembered that heretofore to wit, on the 27th day of June, 1903 the following Transcript from the Probate Court was filed with the Clerk of said Court to wit:-

8199
Transcript

Martha Liggett, Admrx. &c. Plaintiff
vs. Court of Common Pleas, Union County, Ohio
The Estate of Gideon Liggett, and, et al. Defendants
Petition for allowance of claim.

Your petitioner, Martha Liggett respectfully represents that she is the duly appointed and qualified Administratrix of the estate of Gideon Liggett, deceased; that she is the owner and holder of a certain claim against said estate founded upon a promissory note of which the following is a copy:-

"March 25" 1887. On demand I promise to pay Martha Liggett Five hundred and fifty dollars for value received. Gideon Liggett
An endorsement and payment has been made thereon as follows:-
"March 24" 1902, at 12.20 P.M. standard time, received on the within the sum of Fifty Dollars ($50.00) No other or further endorsements have been made thereon." That no payments have been made on said claim, and no set offs exist against the same, except as above set forth.
That there is due to her on said note the sum of $95.00 with interest from the 24th day of March A.D. 1903. And she further says, that the following named persons comprise all the heirs, legatees and devisees of said deceased, interested in said estate to wit:- Charles A. Liggett, Marysville, Ohio, Ada M. McKitrick, Dublin, Ohio, Myrtle B. Liggett, Watkins, Ohio, Dwight J. Liggett Delaware, Ohio, Frank L. Liggett, Wesley, Ohio.
Your petitioner therefore prays that the Court may fix a day when testimony touching said claim shall be heard, and that an order shall be issued directed to your petitioner, requiring her to give notice in writing to the above named persons, of the presentation of said claims for allowance, and designating the time when testimony to establish the validity of the same will be heard according to law. And she asks that upon final hearing said claim may be allowed as a valid claim against said estate.

Martha Liggett, Administratrix of the estate of Gideon Liggett, deceased.

State of Ohio, Union County } ss:- Martha Liggett being first duly sworn, says that the facts stated and allegations in the foregoing petition are true as she verily believes. Martha Liggett, Admrx. as aforesaid.
Sworn to before me and signed in my presence this 2nd day of May A.D. 1903.

Edward W. Porter,
Notary Public, Union County, Ohio.

Answer

Reply

Notice

Martha Liggett admrx.
of the estate of
Gideon Liggett, deceased.
vs.
Charles A Liggett et.al.

Answer

In the Probate Court of Union County, Ohio.

Defense I:- The defendants Charles A. Liggett, Ida M. McKitrick, Myrtle B. Liggett, Frank L. Liggett, now come and for their answer herein say:
That they deny the execution of the note, described in the plaintiff's petition. That if said note was executed by the said Gideon Liggett, that the same has been fully paid. That note was and is barred by the statute of limitation.
Defense II:- That the credit of $50.00 appearing in the description of said note in the plaintiff's petition, was never in fact paid to the said Martha Liggett by Gideon Ligget or any one else, but was placed on said note by some person after the death of said Gideon Liggett; that it is not true that said note contains an endorsement of $50.00 of date March 24" 1902. in fact, and whatever appears pretending to be an endorsement thereon was placed on said note for the sole purpose of avoiding the statute of limitations.
Wherefore: the defendants pray that said claim may be rejected by the Court by reason of the premises. D. W. Ayers,
Attorney for Defendants.

State of Ohio, Union County ss:-
Charles A. Liggett being first duly sworn, says he is one of the defendants in the above action, that the facts stated and allegations made in the foregoing answer are as he believes true. Chas. Liggett.
Sworn to before me this 9th day of June, 1903.
John M. Brodrick, Probate Judge.

Martha Liggett, Admrx &c.
vs.
Charles A. Liggett, et.al.

Reply

In the Probate Court of Union County, Ohio.

The plaintiff replies to the second defence set up in the answer of the defendants, and denies each and every allegation thereof, including the plea of the bar of the statute of limitations. Porter & Porter, attys. for Martha Liggett.
Martha Liggett being sworn, makes oath that the facts stated in the foregoing reply are true as she believes. Martha Liggett.
Sworn to by Martha Liggett before me, and signed by her in my presence this 9th day of June A.D. 1903.
John M. Brodrick,
Probate Judge

Notice

Claims of Administrator or Executor against estate.
To Dwight J. Liggett a minor, Ida M. McKitrick, Myrtle B. Liggett and Frank L. Liggett. You will take notice

that I have presented to the Probate Court of Union County, Ohio, for its allowance to me against the estate of Gideon Liggett, late of said County, deceased, a certain claim, amounting to $50.00 dated March 25th 1887, due on demand, made by said Gideon Liggett in favor of Martha Liggett with an endorsement of $50.00 on the 24th day of March, A.D. 1902, and made by him, during his life time, and that said Court has fixed the time for hearing testimony touching said claim on the 9th day of June A.D. 1903, at one o'clock P.M. Martha Liggett.
May 11th 1903.

Administrator of the estate of said Gideon Liggett, dec'd.

Return.

The State of Ohio - }
Union County ss: } Martha E. Liggett, being duly sworn, says that on the 12th day of May A.D. 1903, she served the within notice by delivering a true copy thereof personally to the within named Charles A. Liggett, Dwight J. Liggett, a minor, and also to his guardian A.J. Pounds, also by forwarding a copy on the same day, by registered letters, the receipts whereof, are hereby filed and made a part of this affidavit, to Ida M. McKitrick and Myrta B. Liggett at Dublin, Ohio, and to Frank L. Liggett at Dunlap, Ohio. Martha Liggett.

Sworn to before me and signed in my presence this 9th day of June A.D. 1903.

John M. Brodrick, Probate Judge.

May 7th. 1903, Order for Notice &c.

This day Martha Liggett, administratrix of the estate of Gideon Liggett, deceased, appeared in open Court and presented her claim for allowance, by petition filed herein, against said estate, and asking that an order issue requiring notice to be given to all parties interested according to law, and that upon final hearing said claim may be allowed as a valid claim against said estate. It is ordered that the 9th day of June, 1903, at one o'clock P.M. be and hereby is designated as the time when testimony touching said claim will be heard before this Court. It is further ordered that an order as prayed for forthwith issue and this cause is continued.

Journal Vol. 24, page 347, June 9th 1903. Continuing hearing.

This day this cause came on to be heard in the pleadings and the evidence. Whereupon the Court find that due notice has been given to all parties as required by statute and the former order of the Court. Thereupon came the plaintiff and the heirs of Gideon Liggett, deceased in open Court and both sides being represented by counsel, the testimony was adduced, and thereupon this cause is continued by agreement for argument until June 16th 1903, at one o'clock P.M.

Journal 24, Page 348, June 16th 1903, continuing case.

This day this cause came on to be heard, and the same was argued by Counsel for plaintiffs, and submitted to the Court and this cause is continued to June 25th 1903.

Journal Vol. 24, page 358, June 25th 1903. Rejecting claim.
This day this cause came on to be heard upon the claim presented to this Court for allowance, by Martha Liggett, Administratrix of the estate of Gideon Liggett, deceased, for the sum of Five hundred and fifty dollars and interest, and it appearing to the Court that notice thereof has been given as required by the former order herein made, this cause came on further to be heard upon the testimony of witnesses and the same was argued by counsel and submitted to the Court, On consideration whereof, the Court find that said claim is barred by the statute of limitations. It is therefore considered and ordered by the Court, that said claim be rejected as a valid claim against the estate of said Gideon Liggett. It is further ordered by the Court, that the costs herein taxed at $, be paid out of the funds in the hands of said Administratrix. To all of which findings, orders and judgments of the Court, said plaintiff by her Attorneys then and there excepts.
Thereupon came the said plaintiff and gave notice of her intention to appeal this case to the Court of Common Pleas of this County, whereupon the Court fix the appeal bond herein in the sum of One Hundred Dollars.

Journal, Vol. 24, Page, 360 June 26th 1903, approving appeal bond.
This day came Martha Liggett and filed her Bond to appeal this cause to the Court of Common Pleas, which bond is in the sum of One hundred Dollars with the United States Fidelity & Guaranty company as surety thereon, On examination whereof, the Court find that said bond is according to law, and with sufficient surety and in the amount heretofore ordered by the Court, It is therefore considered and ordered by the Court that said bond with the surety thereon, be, and the same hereby is approved by the Court.
The State of Ohio, } ss:
Union County } John M. Brodrick, Probate Judge of the Probate Court within and for said County, and in whose custody, the files, Journals, and Records of said Court, are required by the laws of the State of Ohio, to be kept, hereby certify that the foregoing is taken and copied from the Journal of the proceedings of the Probate Court within and for said County, in the matter of Martha Liggett, Admrx. of the estate of Gideon Liggett, deceased, against the estate of Gideon Liggett, deceased et. al. and that said foregoing copy has been compared by me with the original entrys on said Journal, and that the same is a correct and full and true transcript thereof.
In Testimony Whereof, I do hereunto subscribe my name officially, and affix the Seal of said Court, at the Court House in Marysville in said County this 26th day of June A.D. 1903.
John M. Brodrick
Probate Judge
Seal

8199
Motion

Martha Liggett, Admrx. &c.
vs
The Estate of Gideon Liggett, deceased et al.

Court of Common Pleas, Union County, Ohio.

The plaintiff, Martha Liggett moves the Court to set aside the judgment of the Court in this case and grant a new trial therein for the following reasons to wit:- 1:- The judgment of the Court in case, was against the evidence in the case, and the Court erred in overruling Pltffs motion for a new trial. 2-:- The judgment was against the law of the case:- 3-. That the judgment was rendered for defendants when by the law of the land, the judgment should have been given for the plaintiff, Martha Liggett. The said Martha Liggett, the plaintiff therefore prays that said judgment be set aside and a new trial granted in said action. Porter & Porter, attys. for Martha Liggett.

8199
Entry.

Martha Liggett, Admrx.
vs,
The Estate of Gideon Liggett deceased, et al.

Court of Common Pleas, Union County, Ohio.
Oct. 24th 1903.

On this 24th day of Oct. 1903, this cause came on to be heard upon appeal from the order of the Probate Court, of Union County, disallowing the claim of said Martha Liggett herein, and upon the issues joined between the parties as shown by the transcript & original papers, transmitted from said Probate Court & filed herein. And by agreement of the parties a Jury was waived, & this cause submitted to this Court upon the evidence. And the Court being fully advised finds that said claim of said Martha E. Liggett, is not a valid claim against said estate of Gideon Liggett, dec'd, & the same is disallowed. It is further ordered that the costs herein be paid by the Sheriff out of the proceeds of the sale now remaining in his hands in the case of Charles A. Liggett vs. Ida M. McKitrick et al. and numbered 8065. To all of which finding, order and judgment, the plaintiff then and there excepted and filed her motion for a new trial, which the Court overruled, and which ruling & decree is excepted to by Plaintiff.

8199.
Mandate

Martha Liggett, Admrx.
vs.
The Estate of Gideon Liggett.
dec'd, et al.

Circuit Court, Union County, Ohio.

At a term of the Circuit Court within and for the County of Union and State of Ohio, began and held before Hon. James H. Day, Hon. Caleb H. Norris, Hon. William S. Mooney, Presiding Judges, at Marysville on the 2nd day of February, 1904, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following viz:-

Martha Liggett, Admrx,
vs.
The Estate of Gideon Liggett, et al.

No. 187.

This day this cause came on for hearing upon the petition in error, the transcript and the original

papers and pleadings from the Court of Common Pleas of Union County. and was argued by counsel; on consideration whereof, the Court find no error appearing on the face of the record in said proceedings and judgment, It is therefore considered by the Court that the judgment aforesaid be, and the same hereby is affirmed with costs and execution is awarded, And the Court being of opinion that there are reasonable grounds for proceedings in error, allow no penalty.

Ordered that a special mandate be sent to the Court of Common Pleas of Union County to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry &c.

To all which rulings, orders and judgments of the Court, the plaintiff by her counsel then and there excepted.

I, Chas. C. Penhorwood, 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 Journals of said Court.

Witness my hand and the Seal of said Court this 4th day of February A.D. 1904.

(Seal) Chas. C. Penhorwood, Clerk of Circuit Court.

State of Ohio, } Circuit Court of Ohio.
Union County } within and for Union County.

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Martha Liggett, Admrx. vs. The estate of Gideon Liggett et al. into execution.

Witness: Chas C. Penhorwood, Clerk of our said Circuit Court at Marysville, Ohio, this 4th day of February A.D. 1904.

(Seal) Chas. C. Penhorwood, Clerk.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the March Term, 1904, Be it remembered that heretofore to wit, on the 27th day of Aug. A.D. 1903, the following petition was filed with the Clerk of said Court to wit:-

8228. Petition

William H. Lenox, Plaintiff.
vs.
Hile Eckelberry, Defendant.

Court of Common Pleas, Union County, Ohio.

On the 10th day of July, A.D. 1902, at the Village of Richwood, in the County of Union and State of Ohio, the plaintiff at the defendant's request, made a temporary loan to him of the sum of Three hundred and fifty dollars, which amount together with interest thereon from said date until paid, the defendant then and there promised to repay to the plaintiff within a few days thereafter, Said sum of money now is and has for a long time been due to the plaintiff from defendant, and he has not paid the same, or any part thereof, though often requested so to do.

Wherefore plaintiff asks judgment against defendant for the said sum of Three hundred and fifty dollars, with interest thereon from the 10th day of July, 1902, and for costs herein.

J. F. Millar, Atty. for Plaintiff.

8228. Answer.

State of Ohio. } ss:
Union County. }

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

William H. Lenox.

Subscribed in my presence and sworn to before me by the said William H. Lenox this 26th day of August A.D. 1903.

(Seal) J. F. Millar, Notary Public, Union County, Ohio.

8228 Precipe.

To the Clerk of said Court: Issue summons for the defendant in the above entitled action to the Sheriff of Union County, returnable according to law; and endorse the same, "action for money only," amount claimed being Three hundred and fifty Dollars with interest thereon from the 10th day of July, A.D. 1902.

J. F. Millar.
atty. for Plaintiffs.

8228 Summons.

On the 27th day of Aug. A.D. 1903, the following summons was issued to wit:-

The State of Ohio } ss:
Union County }

To the Sheriff of Union County: You are hereby commanded to notify Hile Eckelberry that he has been sued by Wm. H. Lenox, in the Court of Common Pleas of Union County and must answer by the 26th day of Sept. A.D. 1903, 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 7th day of Sept. A.D. 1903. Witness my hand and the seal of said Court

this 27th day of Aug. A.D. 1903.
(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received this writ Aug. 28" A.D. 1903, at 8 o'clock A.M. and served same by personally handing to Hile Eckelberry a true and certified copy of this writ with all the endorsements thereon, Aug. 31" 1903.

Fees: $3,26

S. F. Burnham, Sheriff
By Allen Haines, Deputy.

8228. Wm H. Senor.
Answer. vs.
Hile Eckelberry.

Court of Common Pleas, Union County, Ohio.

The defendant denies that the plaintiff did on the 10th day of July A.D. 1902, or at any other time, make a temporary loan to him, the defendant of the sum of Three hundred and fifty dollars ($350) or any other amount. The defendant denies that he promised to pay the plaintiff the sum of Three hundred and fifty dollars with interest or any other amount within a few days or at any time. The defendant denies that he is indebted to the plaintiff in the said sum of Three hundred and fifty dollars with interest or in any other sum, and further denies that said sum of Three hundred and fifty dollars with interest or any other sum is due the plaintiff from him the defendant, or that he the defendant has been often requested to pay the same. The defendant alleges that he entered into a partnership with one John D. Gillilan of Batavia Isle of Java and one A. C. Howland of Portland, Oregan for the importation of teak Mahogany and other valuable timber from the Dutch East Indies: and that for the purpose of carrying out the provisions of this partnership agreement on the part of the defendant, it became necessary for the defendant on or about the 10th day of July A.D. 1902, to pay into said partnership fund the sum of Seven hundred dollars. That he the defendant after first making the plaintiff fully acquainted with the terms and conditions of the partnership formed with the defendant and the said John D. Gillilan and A. C. Howland, did enter into a contract with the plaintiff, by which the plaintiff was to pay him the defendant the sum of Three hundred and fifty dollars and receive in return a half interest in defendants interest in the partnership formed with the said John D. Gillilan and A. C. Howland. and that said sum of Three hundred and fifty dollars was paid by the plaintiff to the defendant on the 10" day of July A.D. 1902, in payment for the one half interest of the defendants interest in said partnership Defendant further alleges that by the terms and conditions of the said partnership agreement between him and the said John D. Gillilan and the said A. C. Howland, he the defendant had to pay into the said partnership fund, divers other amounts of money between the months of Aug. A.D. 1902, and the 1st day of Jan. 1903, in all Three hundred dollars, and that one half of this amount

8228 Entry

Wm.
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One hundred and fifty dollars, was paid by this defendant for the plaintiff with the full knowledge and assent of the plaintiffe. And that this plaintiff now owes this defendant the said sum of One hundred and fifty dollars with interest from the 1st day of Jan. A.D. 1903 which is due and unpaid. though he has been requested to pay the same. Wherefore defendant prays that he may recover of the plaintiff, the sum of One hundred and fifty dollars with interest from the 1st day of Jan. A.D. 1903. S. H. Van Winkle
Atty. for Defendant.

The defendant makes oath and says, that the facts in the above pleading are true as he verily believes. Hile Eckelberry.
Subscribed and sworn to before me this 17th day of Sept. 1903.
(Seal) R. G. Cook, Notary Public.

8228 Reply.

Wm. H. Lenox,
Vs. Court of Common Pleas, Union County, Ohio.
Hile Eckelberry.

Now comes the plaintiff, and for reply to the defendant's answer and cross-petitionx herein filed, denies each and every allegation therein contained.
J. H. Millar
Atty for Plaintiff.

State of Ohio,
Union County } ss: William H. Lenox, being first duly sworn, says that he is the plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing reply are true, as he verily believes.
William H. Lenox,
Sworn to before me and subscribed in my presence, by the said William H. Lenox, this 10th day of October, 1903.
J. H. Millar, Notary Public, Union County, Ohio.

8228 Amended Answer.

William H. Lenox,
Vs. Court of Common Pleas, Union County, Ohio.
Hile Eckelberry.

Now comes the defendant and for answer to the petition of plaintiff denies each and every allegation therein contained. S. H. Van Winkle and James E. Robinson, attys. for Dfft.

The State of Ohio, } ss
Union County } Hile Eckelberry being first duly sworn, says the facts stated and allegations made in the foregoing amended answer are true. Hile Eckelberry.
Sworn to before me and subscribed in my presence this 23rd day of March, A.D. 1904.
(Seal) James E. Robinson.
Notary Public.

8328
Entry

Wm. Lenox,
vs.
Hile Eckelberry.

Court of Common Pleas, Union County, Ohio.
March 23" 1904.

This day leave was granted defendant to file amended answer and the same was filed. And thereupon came the parties herein by their Attorneys, also came the following named persons as Jurors to wit:- Stephen Long, Lafayette Robinson, Martin Bunsold, Lewis Dilinger, ed. S. Wm. Alroy, Foster Bennett, Lewis F. Atte, C. W. Laird, Frank Miller, Elmer Skidmore, J. W. Nicely, J. N. Connell, who were duly impaneled and sworn, according to law; and thereupon the case came on for hearing on the pleading and evidence. And after hearing the evidence, argument and charge of 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 duly impaneled and sworn and affirmed, find the issues in this case in favor of the defendant."

Dated, March 23rd 1904.

J. F. Bennett, Foreman.

The Jury in this action having on a former day of this Term rendered a verdict for the defendant, and no motion for a new trial having been made; it is therefore considered by the Court, that the said defendant go hence without day, and recover from the plaintiff his costs herein expended.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines 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 the said Court at the September Term 1903. Be it remembered that heretofore to wit, on the 25th day of April, 1903, the following petition was filed with the Clerk of said Court to wit:-

8189
Petition

Harry N. Leiper, Plaintiff.
vs.
Lew D. Leiper et al. Defendants.

Court of Common Pleas, Union County, Ohio.

The plaintiff Harry N. Leiper says that on or about the 8th day of November, A.D. 1898, John N. Leiper late of Union County, Ohio, died intestate seized of an estate in fee simple in the following real estate in the County of Union, Ohio to wit:
Situate in the County of Union, State of Ohio, in the Township of Taylor, Virginia Military Survey No. 5386, bounded and described as follows viz:- Beginning in the South line of said survey at the Southwest corner of a 25 acre lot deeded to Isaac N. Collins by David Mulford and wife, in which deed to said Collins a certain beginning point is particularly located in said survey for that lot, and here refered to in order to more easily locate the lot hereinafter described and herein intended to be conveyed, Thence from the Southwest corner aforesaid, and with said survey line N. 81 3/4° W. 32 poles. Thence N. 8 1/4° E. 100 poles to the South line of 261 5/100 acres deeded by said David Mulford and wife to James H. Robinson, Thence with said Robinson's line S. 81 3/4° E. 32 poles to the Northwest corner of the said Collins lot of 25 acres, Thence with said Collins West line S. 8 1/4° W. 100 poles to the beginning, containing 20 acres. The plaintiff says that since the death of said John N. Leiper, he and the defendant Barbara Ellen Leiper together have paid in equal parts, debts against said estate in the sum of $200. and therefore asks that said amount being $100.00 each be secured to them out of the proceeds of said real estate before distributing the same among the parties entitled thereto. The said John N. Leiper left Barbara Ellen Leiper his widow, who is entitled to dower in said premises. The premises descended to the following persons only heirs and legal representatives of the said John N. Leiper, deceased, subject to said dower to wit:- The plaintiff, Harry N. Leiper a son of said John N. Leiper dec'd, and the following persons children of the said John N. Leiper to wit:- Lew D. Leiper, Arlon P. Leiper, Anna L. Leiper, and Lizzie M. Leiper, minor 9 years of age, who lives with her mother, Barbara Ellen Leiper. The parties above named have the following undivided estate in said premises, subject to the dower of the said Barbara Ellen Leiper and the $200.00 of Harry N. & Barbara Ellen Leiper.

Harry N. Leiper one undivided fifth (5) in fee,
Arlon P. Leiper " " " " " " ,
Anna L. Leiper " " " " " " ,
Lizzie M. Leiper " " " " " " ,
Lew D. Leiper " " " " " " ,

The plaintiff, asks that said Barbara Ellen Leiper, widow of John W. Leiper, and Lew D. Leiper, Arton P. Leiper, Anna L. Leiper, and Lizzie M. Leiper, may be made parties defendants to this petition. And the said plaintiff, desiring to hold his said interest in severalty, prays that dower may be assigned to said Barbara Ellen Leiper, widow and that partition may be made of said premises, subject to said dower according to the interest of the parties. 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, atty.

The State of Ohio, } ss:
Union County } Harry M. Leiper, plaintiff, being sworn, says that the statements made and allegations contained in the foregoing petition are true as he verily believes. Harry M. Leiper.
Sworn to by Harry M. Leiper before me and signed by him in my presence this 25" day of April, 1903. Chas. C. Denborwood, Clerk
(Seal) By Milton Haines, Deputy.

8189 Precipe — To Clerk: Issue summons in the above entitled cause to Sheriff of Union County, Ohio, for Lizzie M. Leiper, minor 9 years of age. F. F. Arthur, atty.

8189 Summons — And afterwards to wit on the 25" day of April A.D. 1903, the following summons was issued to wit:-

The State of Ohio, } ss:
Union County. } To the Sheriff of Union County: You are hereby commanded to notify Lizzie M. Leiper a minor that she with others has been sued by Harry M. Leiper, in the Court of Common Pleas of Union County, and must answer by the 23rd day of May A.D. 1903, 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 4th day of May A.D. 1903. Witness my hand and the seal of said court this 25th day of April A.D. 1903.
Chas. C. Denborwood, Clerk.
(Seal) By Milton Haines, Deputy.

Sheriffs Return.
Received this writ April 26" A.D. 1903, at 8 o'clock A.M. and served same by leaving at the usual place of residence of Lizzie M. Leiper a true and certified copy of this writ with all the endorsements thereon, May 2" 1902. Lizzie M. Leiper being a minor and her father being dead, and having no Guardian, & also at the same time, left a true and certified copy of this writ at the usual place of residence, Lizzie Leiper, her mother with whom she resides.
S. F. Burnham, Sheriff
By Allen Haines, Deputy.

Fees: $1.59

8189.
Waiver.

Harry N. Leiper,
vs. Court of Common Pleas, Union County, Ohio.
Lew D. Leiper, et al.

We the undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby enter our appearance herein.

Lew D. Leiper.
Mrs. Nettie C. Leiper.

8189.
Waiver.

Harry N. Leiper.
vs. Court of Common Pleas, Union County, Ohio.
Lew D. Leiper et al.

We the undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby enter our appearance herein.

Anna L. Leiper,
Barbara Ellen Leiper,
Orton P. Leiper,
Nellie Leiper,
Harry N. Leiper.

8189
Entry

Harry N. Leiper.
vs. Court of Common Pleas, Union County, Ohio.
Lew D. Leiper et al. June 15th 1903.

It is ordered by the court that J. F. Millar be and he hereby is appointed Guardian ad litem to the defendant, Lizzie M. Leiper, named in the petition. And the said J. F. Millar appeared in open court and accepted said appointment and filed his answer as such Guardian ad litem.

8189.
Answer

Harry N. Leiper.
vs. Court of Common Pleas, Union County, Ohio.
Lew. D. Leiper et al.

The defendant Lizzie M. Leiper, by J. F. Millar, her Guardian ad litem, appointed by this court, for answer to the petition filed in this case, says that she is of tender years, and ignorant of the matters in said petition set forth. And therefore denies every allegations in said petition contained, and prays the protection of the Court for the premises.

J. F. Millar, Guardian ad litem
for Lizzie M. Leiper.

8189.
Entry.

Harry N. Leiper.
vs. Court of Common Pleas, Union County, Ohio.
Lew D. Leiper, et al. June 15th 1903.

This cause came on to be heard upon the petition of Harry N. Leiper, Plaintiff, and the answer of the Guardian ad litem of Lizzie M. Leiper, infant defendant, and 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 said petition, as requires by law, and that the petitioner has a legal right and estate in the premises described in the petition, and no sufficient reason appearing

8189
Writ of Partition

why partition should not be made, it is ordered that by the oaths of L.B. Harvey, Albert Martin and Wesley Pinehart, three judicious disinterested free holders of the vicinity, one full and equal third part of the lands in the said petition described, be adjudged and set off to the said Ellen Leiper, 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 to wit:- To Harry M. Leiper, one equal 1/5 part, To Lew D. Leiper, one equal 1/5 part, To Arton P. Leiper, one equal 1/5 part, To Anna L. Leiper, one equal 1/5 part, To Lizzie M. Leiper, one equal 1/5 part, if the same can be done without manifest injury to the premises, And if in their opinion a division cannot be so made, without manifest injury to the premises, then and in that case, they return the true value in money of said premises, to the Court both subject to and also free from the dower of the said Ellen Leiper, and that a writ of partition and dower issue to the Sheriff of this County, commanding him to cause said dower to be assigned and said partition to be made in accordance with this order.

8189
Writ of Partition

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

To the Sheriff of said County, Greeting: We command you that without delay, by the oaths of L. B. Harvey, Albert Martin, and Wesley Pinehart, you cause to be set off and assigned to Ellen Leiper, widow of John M. Leiper 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 of the following real estate, situate in the County of Union, in the State of Ohio, in the Township of Taylor, Virginia Military Survey No. 5386, bounded and described as follows viz:- Beginning on the South line of said survey, at the Southwest corner of a 25 acre tract deeded to Isaac N. Collins by David Mulford & wife, on which deed to said Collins a certain beginning point is particularly located in said survey, for that lot, and hereinafter referred to in order to more easily locate the lot hereinafter described and herein intended to be conveyed, Thence from the Southwest corner aforesaid, and with said Survey line, N. 81 3/4° W. 32 poles. Thence N. 8 1/4°, E. 100 poles to the South line of 26 1/2 100 acres deeded by said David Mulford and wife to James N. Robinson, Thence with said Robinson's line S. 81 3/4° E. 32 poles to the Northwest corner of the said Collins lot of 25 acres, Thence with said Collins West line S. 8 1/4° W. 100 poles to the beginning containing Twenty (20) Acres. Subject to said Dower estate among the persons named herein, and in the following proportions to wit:-

To Harry M. Leiper one equal fifth part.
" Lew D. Leiper " " " " "
" Arton P. Leiper " " " " "
" Anna L. Leiper " " " " "
" Lizzie M. Leiper " " " " "

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 free from the dower of the said Ellen Leiper, in pursuance of an order lately made by our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition and Dower, wherein the said Harry N. Leiper, Plaintiff & and Lew D. Leiper 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 24th day of June, A.D. 1903.

Seal.

Chas. C. Penhorwood, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of J. B. Harvey, A. U. Martin and Wiley Pinehart. And the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners herewith returned. Given under my hand this 17th day of July A.D. 1903.

Fees: $3.20.

Commissioners $3.00.

S. F. Burnham, Sheriff.

By Allen Haines, Deputy

Commissioners' Report.

Harry N. Leiper

vs.

8189. Court of Common Pleas, Union County, Ohio.

Lew. D. Leiper et.al.

According to the command of the Writ of Partition and Dower in this cause 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 said lands cannot be divided without manifest injury, and we do estimate the value of the same subject to said Dower Estate at Six hundred and eighty dollars, and free from dower at Nine hundred dollars, and we do estimate the dower interest of the amount of rentals at Forty (40) dollars. Given under our hands this 17th day of July A.D. 1903.

J. B. Harvey,
A. U. Martin,
Wiley Pinehart. } Commissioners.

8189 Entry.

Harry N. Leiper,

vs.

Lew. D. Leiper et.al

Court of Common Pleas, Union County, Ohio.

Sep. 14th 1903.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed and on motion to confirm the same and it appearing from said report that said estate could not be divided by metes and bounds and that dower could not be assigned in said premises by metes and bounds without injury to the value thereof, and that they have assigned dower to the said Barbara Ellen Leiper as of a third part of the

rent, issues and profits, in the annual sum of $40. during her natural life, the same to be a charge upon said premises, and have made and returned their appraisement of said estate subject to the dower of the said Barbara Ellen Leiper in the sum of $680. and free from dower at the sum of $900. the Court finds said return and proceedings in all respects correct and in conformity to law, and does therefore approve and confirm the same.

And it appearing to the Court that Harry W. Leiper and Barbara Ellen Leiper has elected to take the said estate at his appraised value subject to the dower of the said Barbara Ellen Leiper, and no one objecting thereto, and has paid to the Clerk of this Court, the costs of this suit amounting to $2.25 including atty. fee, and to Harry W. Leiper $100.00 and to Barbara Ellen Leiper $100. debts of the estate heretofore paid by them respectively and to the other parties herein their distributive shares as follows:

To Harry W. Leiper, $83.54.
To Lew D. Leiper $83.54.
To Arlon S Leiper, $83.54.
To Anna L Leiper $83.54.
And to Barbara Ellen Leiper, Guardian of Lizzie M Leiper $83.55. and the said estate subject to the dower charge of Barbara Ellen Leiper is hereby adjudged to the said Harry W. Leiper and Barbara Ellen Leiper. And the Sheriff is ordered to execute and deliver a deed to them, therefore,

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the March Term 1904. Be it remembered that heretofore to wit, on the 1st day of December, 1903, the following Transcript from the docket of W. A. Garrad, a Justice of the Peace of said County was filed with the Clerk of said Court to wit:-

8252. Transcript

Henry R. Lee, Plaintiff
vs.
Solomon Turner, Defendant.

Court of Common Pleas, Union County Ohio.
Action for Damages.

Be it remembered that heretofore to wit, on the 23rd day of October, 1903, 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 to wit: Before Wesley A. Garrard one of the Justices of the Peace in and for Paris Township, Union County, Ohio. Henry R. Lee vs. Solomon Turner. Now comes Henry R. Lee the plaintiff and for his bill of particulars herein, says that on or before the 9th day of May, 1903, the defendant was the owner of a certain large black dog which he wrongfully allowed to run at large; and that on said day, said dog came to the farm owned by the plaintiff and attacked a flock of 62 sheep that were grazing thereon and chased, bit and worried said sheep, so that 21 sheep of said flock died by reason of the injuries inflicted by said dog. That the plaintiff immediately caused said sheep to be appraised by two disinterested appraisers who fixed the value of said sheep at $73.50. Plaintiff says that said sheep were fully worth the value so fixed by said appraisers and that by reason of the wrongful action of the defendant in allowing said dog to run at large, and the aforesaid attack of said dog on the sheep of the plaintiff he has been damaged in the sum of $73.50. Wherefore the plaintiff asks judgment against the defendant in the sum of $73.50 and for his costs herein.

McCrory & Cameron, attys. for Plaintiff.

State of Ohio, Union County ss:- Henry R. Lee being first duly sworn says that the allegations of the foregoing bill of particulars are true as he verily believes.

Henry R. Lee

Sworn to before me and signed in my presence this 22nd day of Oct. 1903. (Seal)

Richard L. Cameron, Notary Public

Oct. 23" 1903, issued summons of same date returnable Oct. 29" 9 A.M. and delivered the same to Frank Munnell, Const. Summons returned Oct. 26" 1903, to wit:- Received this writ Oct. 24" 1903 and I served the same on the 24" day of Oct. 1903. on the defendant by leaving a certified copy of this writ and the endorsements thereon with him personally, Const. plus service & return 25 Mileage 25.. copy 25 = $.75

Frank Munnell, Const.

Oct. 27th 1903, by order of J. L. Cameron attorney for defendant issued a subpoena for Monroe Amrine, and Philip Kilpright, witnesses for deft. and delivered the same to Frank Munnell, Const.

Oct. 27" 1903, by order of R. L. Cameron, atty. for plaintiff I issued

subpoena for Rudolph Kauffman, Louis Kendall, Simon Staley, Earl Hoover, Henry Vaughn, Evan Pursol, Philip Rupright, Oct. 29th 1903. R. L. Cameron, Atty for Pltff, and J. L. Cameron Atty for Defts appeared and agreed to continue this case for trial until Nov. 5th 1903, 9 o'clock A.M. Oct 29th 1903, R. L. Cameron Atty for Pltff, filed amended Bill of Particulars, to wit: Before Wesley A. Garrard, a Justice of the Peace in and for Paris Township, Union County, Ohio.

Henry R. Lee.

Vs. — Amended Bill of Particulars.

Solomon Turner.

Now comes Henry R. Lee, the plaintiff and filed his bill of particulars herein, says that on or before the 9th day of May, 1903, the defendant was the owner or harborer of two black dogs, which he wrongfully and unlawfully allowed to run at large; and that on said day said dogs came to the farm owned by said plaintiff and attacked a flock of 25 sheep, that were grazing thereon, and chased, bit and worried said sheep, so that 25 of said flock died by reason of the injuries inflicted by said dogs. The plaintiff immediately caused said sheep to be appraised by two disinterested appraisers, who fixed the value of said sheep at $73.50. Plaintiff says that said sheep were fully worth the value so fixed by said appraisers, and that by reason of the wrongful action of the defendant in allowing said dogs to run at large, and the aforesaid attacks of said dogs on said sheep, he has been damaged in the sum of $73.50. Wherefore the Pltff asks judgment against the Defts in the sum of $73.50 and for his costs herein. Wm. George Cameron, Attys. for Plaintiff.

Plaintiff's subpoena returned and filed Nov. 5th 1903, to wit: Oct. 28th 1903, I received this writ and afterwards, I served the same in the manner and at the time shown by the annexed list and table, that is, I read this writ to those witnesses whose names are marked S and left a copy thereof, at the usual place of residence of those whose names are marked C and I left a copy with each personally, marked P. Rudolph Kauffman P. 12 mi. Louis Kendall, P. 8 mi. Simon Staley P. Henry Vaughn P. 8 mi. Earl Hoover C. Mi 8 Mi. Evan Pursol C mi. Philip Rupright P. Mi. 4. Mileage 28 miles $1.85 Serv. on 7 Writs. 85¢. Service of 7 copies $1.75 Total $4.45 Frank Munnell, Const. Defendants subp. returned to wit, Served by leaving a copy Monroe Amrine, and Philip Rupright each personally, my fees, mileage 10 mi. 65¢. serv. on 2 Writ. 30¢. 2 copies 50¢. 1.45 Frank Munnell, Const. Thursday Nov. 5th 1903 Pltff. atty. R. L. Cameron present, defendants atty. J. L. Cameron present. Trial had. witnesses sworn for Pltff. to wit. Henry R. Lee, Pltff, Rudolph Kauffman, Louis Kendall, Simon Staley, Henry Vaughn, Earl Hoover, Evan Pursol, Philip Rupright = 8 all examined except Simon Staley. Witnesses sworn and examined for defendant, Monroe Amrine, Edward Turner & Josiah Turner and the defendant Solomon Turner. = 4. After hearing all the allegations

set forth, and examination of witnesses and the able arguments of Attys. I reserved my decision until Nov. 7th 1903. at 10 o'clock A.M. Nov. 7th 1903. After due deliberation, I do find for the defendant in this action and do hereby render judgment for costs against the plaintiff for the full amount of the costs of this action. Whereupon it so on this 7th day of Nov. A.D. 1903, it is considered by me that the plaintiff hath no cause of action, nor claim in the premises, and that the defendant recover of the plaintiff $21,10 the costs herein taxed as follows:- Justice fees 2. Bills of Particulars 10 cents & file 30. Continuance 20. Swearing 8 Wits for Pltffs. 40¢. swearing 5 Wit. for deft. 25¢. 1 sub. 7 wit. 55¢. 1 Subp. 2 Wits. 30. file 2 subp. 10. continuance 20¢. sitting during trial $1,00 judgt. 40¢. Indexing 15¢. Record 1300 words $1,95 Satisfaction 2.0¢. Total J.P. fees $6,10 Constable fees $7,60 Wesley A. Garrard for taking & filing Appeal bond 45¢. Wesley A. Garrard's fees for Transcript $2,50 Total $19,05.

Appeal Bond.

On the 14th day of November, 1903, said Henry R. Lee entered into an undertaking to the adverse party as follows:

Henry R. Lee
vs.
Solomon Turner.

Before Wesley A. Garrard, Justice of the Peace, Paris Township, Union Co. O.

Whereas on the 7th day of November A.D. 1903, the said Solomon Turner obtained judgment against the said Henry R. Lee on the docket of Wesley A. Garrard, Justice of the Peace for $, and costs taxed at Twenty one dollars & ten cents. and the said Henry R. Lee intends to appeal therefrom, to the Court of Common Pleas of said County. Now, Therefore I, Chas. N. Southard of Union County, Ohio, hereby promise and undertake to the said appellee in the sum and to the amount of Fifty Dollars, conditioned as follows:- I:- 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, I will satisfy such judgment and costs.

Chas. N. Southard.

Taken, executed and acknowledged before me and surety approved this 14th day of Nov. A.D. 1903.

Wesley A. Garrard, Justice of the Peace.

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

I do hereby 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 in Docket No. E. Page 402, 403, 404, 405.

Witness my hand this 17th day of November, 1903.

Wesley A. Garrard, Justice of the Peace.

8254 Petition

Henry R. Lee.
vs.
Solomon Turner.

Court of Common Pleas Union County, Ohio.

Now comes Henry R. Lee the plaintiff, and for his cause of action says; that on and before the 9th day of May, A.D. 1903, the defendant was the owner and harborer of two large

8255 Answer

8257 Entry

black dogs which he wrongfully and unlawfully allowed to run at large, and that on said 9th day of May said dogs came to the farm owned by the plaintiff & and attacked a flock of 22 sheep that were grazing thereon and were owned by the plaintiff & and said dogs chased bit and worried said sheep, so that 21 of said flock died by reason of the injuries inflicted by said dogs. The plaintiff immediately caused said sheep to be appraised by two disinterested appraisers, who fixed the value of said sheep at $73.50.

Plaintiff says that said sheep were fully worth the value so fixed by said appraisers and that by reason of the wrongful action of the defendant in allowing said dogs to run at large and the said attack of said dogs on said sheep, he has been damaged in the sum of $73.50. Wherefore the plaintiff asks judgment against the defendant in the sum of $73.50 and for his costs herein and for all proper relief.

Mc Crory & Cameron, Attorneys for Plaintiff.

State of Ohio, } ss:
Union County. }

Henry R. Lee being first duly sworn, says that he is the plaintiff & and that the facts stated and allegations made in the foregoing petition are true as he verily believes.

Henry R. Lee.

Subscribed and sworn to before me this 15th day of December, 1903.

(Seal)

Richard L. Cameron, Notary Public.

8252 Answer.

Henry R. Lee,
vs.
Solomon Turner

Court of Common Pleas. Union County, Ohio.

Now comes the defendant and for his answer to the petition says: he denies each and every allegation and averment in the said petition contained.

Wherefore the defendant asks that he may go hence without day and recover his costs herein expended.

J. L. Cameron,
Attorney for Defendant.

The State of Ohio, } ss:
Union County }

Solomon Turner, defendant being first duly sworn deposes and says that the facts stated in his foregoing answer are true as he verily believes.

Solomon Turner.

Sworn to before me and signed in my presence this 5th day of Jany, 1904.

(Seal)

J. L. Cameron, Notary Public.

8252 Entry

Henry R. Lee
vs.
Solomon Turner.

Court of Common Pleas. Union County, Ohio.

March 22" 1904.

This day this cause was passed at defendants costs.

8252 Entry

Henry R. Lee.
vs.
Solomon Turner

Court of Common Pleas Union County, Ohio.
March 31st 1904.

This day came the parties by their attys: also came the following named persons as Jurors to-wit: Stephen Long, Lafayette Robinson, Martin Dunsold, Lewis Helinger, S. S. McClarg, Foster Bennett, Frank Miller, Sim Skidmore, Edward H. Perkins, Alfred Carr, N. L. James, J. L. Sellars, who were duly impaneled and sworn according to law. And thereupon this cause came on for hearing upon the pleadings and the evidence &c. And the said Jury having heard the evidence adduced in this case, the argument of counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now come 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 of this case in favor of the plaintiff, and assess the amount due ~~to~~ the plaintiff from the defendant at the sum of Seventy seven 4/100 Dollars. Dated March 31st 1904. Stephen Long Foreman.

8252 Entry

Henry R. Lee.
vs.
Solomon Turner

Court of Common Pleas, Union County, Ohio.
Apr. 7th 1904.

The Jury in this action having on a former day of this Term rendered a verdict for the plaintiff & and assessed his damages at $77.41 and no motion for a new trial having been made: It is therefore considered by the Court that the said plaintiff recover from the defendant the sum of Seventy seven and 41/100 Dollars, together with his costs herein expended.

Attest:- Chas. C. Penhorwood, Clerk
By Milton Haines, Deputy.

8281 Petition

Pleas continued and held at the Court House in Marysville within and for the County of Union and the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Court at the January Term, 1904. Be it remembered that heretofore to wit, on the 6th day of February, 1904, the following petition was filed with the Clerk of said Court to wit:

8281 Petition

The Milford Center Bank, Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Chas. W. Sloay, Defendant.

The plaintiff says that it is, and was at the times hereinafter mentioned, a partnership, found for the purpose of carrying on a business in this state, and that the individual members thereof, are W. C. Fullington and A. Boyland. And that this action is founded upon a promissory note of which the following is a copy, with all the credits and endorsements thereon.

$100.75 Marysville, Ohio. Aug 6th 1896.

Oct 1st after date, as principal debtors, we jointly and severally promise to pay to the order of W. C. Fullington, One hundred & 75/100 Dollars, for value received with 8% interest after due. And we hereby dispense with demand of payment of this note, and authorize any attorney-at-law to appear for us or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio or elsewhere and waive the issuing and service of process and confess judgment against us or either of us, in favor of the holder or holders of this note for the amount of the said note, with eight per cent. interest payable annually after the same shall become due, together with the costs of suits and release all errors and waive all right of appeal in this behalf. Witness our hands and seals this 6th day of Aug 1896.

#4706 Due Oct 1/96. Chas. W. Sloay (Seal)
Endorsement: Pay to the order of Milford Center Bank. W. C. Fullington.

That no payments have been made thereon and that there are no endorsements on said note except as shown in the above words. That by reason of the above endorsement and a good and sufficient consideration therefor, said Bank, the plaintiff herein, is now the legal owner and holder thereof. There is due to plaintiff from the defendant on said note, the sum of One hundred and sixty & 25/100 Dollars, which it claims with interest from the 16th day of February A.D. 1904, at Eight per cent. per annum, and for which with costs of suit, it asks judgment against the defendant.

Porter & Porter, Attys. for Plaintiff.

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

E. W. Porter being sworn, says that he is one of the attys. for the plaintiff in the above entitled action duly authorized in the premises, that the above pleading is founded upon a written instrument for the payment of money, which is now in the possession of affiant, and that the facts stated and allegations in said petition are as affiant believes true.

E. W. Porter.

Sworn to before me and signed in my presence, this 16th day of February A.D. 1904.
(Seal) Milton Haines Dept. Clerk.

8281
Answer.

Milford Center Bank
vs. Court of Common Pleas, Union County Ohio.
Chas. N. Tway.

The defendant, Chas. N. Tway by Milo L. Myers, his attorney, and an attorney at law of record in this Court, duly authorized therefor by the warrant of attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of proces in this action, and hereby enters the appearance of said defendant herein, and said defendant by Milo L. Myers, said attorney duly authorized as aforesaid, says that he cannot gainsay or resist the facts stated and allegations in the petition of said plaintiff herein filed against Chas. N. Tway, but acknowledges and confesses the same to be true, and says that defendant is indebted to the plaintiff on the said note in manner and form as the plaintiff has in its petition set forth and that the amount due upon said indebtedness at this day is the sum of One Hundred and sixty and 25/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from Feb. 16/04. at 8 per cent. per annum and accruing costs, & confess judgment in favor of the plaintiff and waive and release all errors in this proceedings and said judgment, and all proceedings, petitions and writs of error therein. Milo L. Myers,
atty. for Defendant.

8281
Entry

Milford Center Bank,
vs. Court of Common Pleas, Union County Ohio,
Chas. N. Tway. Feb. 16th 1904.

This day came the plaintiff by Porter & Porter, attorneys; and filed petition against said defendant, Chas. N. Tway. And thereupon Milo L. Myers one of the Attorneys of Record of this Court also appeared in open Court for and on behalf of said defendant, Chas N. Tway and who by virtue of a warrant of Attorney for that purpose duly executed by said defendant and now produced in open Court, and duly proven, waived the issuing and service of process, and entered the appearance of said defendant herein; and by virtue of the same warrant of Attorney confessed that there is due from said Defendant to said Plaintiff as in said alleged in said plaintiff's petition the sum of One hundred and sixty and 25/100 Dollars, 160.25, bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said Defendant a judgment for that sum. It is therefore considered by the court that said Milford Center Bank Plaintiff do recover from said Chas. N. Tway, Defendant, the said sum of One hundred and sixty & 25/100 Dollars, 160.25 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 16th day of February, 1904 at the rate of 8 per cent. per annum. And by virtue of said warrant of attorney, all errors in this action, judgment and proceeding are released, and all right of appeal & all right to file a petition in error are waived..

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the January Term, 1904. Be it remembered that heretofore to wit on the 17th day of February, the following petition was filed with the Clerk of said Court to wit:-

8280 Petition

Milford Center Bank, Plaintiff.
vs.
Chas. W. Tway, Defendant.

Court of Common Pleas, Union County, Ohio.

The plaintiff says, that it is and was at the time hereinafter mentioned, a partnership formed for the purpose of carrying on a business in this State, and that the individual members thereof are W. C. Fullington and A. Boylan, and that this action is founded upon a promissory note, of which the following is a copy, with all the credits and endorsements thereon to wit:

$10.00 Marysville, Ohio, Aug. 6th 1896.

Jany. 1st 1897, after date as principal debtors, we jointly and severally promise to pay to the order of W. C. Fullington, One hundred and four Dollars, for value received with 8% int after due. And we hereby dispense with demand of payment of this note and authorize any Attorney at law to appear for us or either of us, at any time after the same shall become due in any Court of record in the state of Ohio or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note with 8 per cent. interest payable annually after the same shall become due, together with costs of suits and release all error and waive all right of appeal in this behalf. Witness our hands and seals this 6th day of Aug. 1896. Chas. W. Tway [Seal].

That no payments have been made thereon, and that there are no endorsements on said note except as shown in the following words to wit:-
Pay to the order of Milford Center Bank,
W. C. Fullington.

That by reason of said endorsement, and a good and sufficient consideration therefor, said bank the plaintiff herein is now the legal owner and holder thereof. There is due the plaintiff from defendant on said note the sum of One hundred and sixty three and 25/100 Dollars which it claims with interest from the 16th day of February A.D. 1904, at 8 per cent per annum, for which with costs of suit, it asks judgment against the defendant.

Porter & Porter, Attys. for Plaintiff.

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

E. N. Porter being sworn, says he is one of the attys. for the plaintiff in the above entitled action duly authorized in the premises; that the above pleading is founded upon a written instrument for the payment of money, which is now in affiants possession; and that the facts stated and allegations in said petition are, as affiant believes, true.

E. N. Porter.

Sworn to before me and signed in my presence this 16th Day of February, A.D. 1904.

(Seal)

Milton Haines,
Deputy Clerk

8780
Answer

Milford Center Bank
vs.
Chas. N. Sway.

Court of Common Pleas, Union County, Ohio

The defendant, Chas. N. Sway, by Milo L. Myers his attorney and an attorney at Law of record of this Court, duly authorized therefor, by the warrant of attorney endorsed on the note sued on in this suit, with the accompaning Warrant of Attorney as produced and shown to the Court, and filed herewith now comes and waives the issuing and service of process in this action and hereby enters the appearance of said defendant herein, and said defendant by Milo L. Myers said Attorney duly authorized as aforesaid, says that he cannot gainsay or resist the facts stated and allegations in the petition of said plaintiff herein filed against Chas. N. Sway, but acknowledges and confesses the same to be true, and says that defendant is indebted to plaintiff on the said note in manner and form as the plaintiff has in its petition set forth, and that the amount due upon said indebtedness at this day is the sum of One hundred and sixty three 25/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from Feb. 16th 1904 at 8 per cent per annum and accruing costs, I confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, and writs of error therein.

Milo L. Myers
Atty. for Defendant.

8780,
Entry

Milford Center Bank,
Vs
Chas. N. Sway,

Court of Common Pleas, Union County Ohio,
Feb. 17th 1904.

This day came the plaintiff by Porter & Porter, its attys. and filed its petition against said defendant Chas. N. Sway, and thereupon Milo L. Myers, one of the Attorneys of Record of this Court, also appeared in open Court for and on behalf of said Defendant, Chas. N. Sway and who by virtue of a Warrant of Attorney for that purpose duly executed by said Defendant, and now produced in open Court and duly proven, waived the issuing and service of process, and entered the appearance of said defendant herein, and by virtue of the same Warrant of Attorney, confessed that there is due from said Defendant to plaintiff, as alleged in said Plaintiffs petition, the sum of One hundred and sixty three 25/100 Dollars $163.25 bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum. It is therefore considered by the Court, that said Milford Center Bank, Plaintiff, do recover from said Chas. N. Sway, Defendant, the said sum of One hundred and sixty three 25/100 Dollars. $163.25 as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 16th day of February 1904, at the rate of 8 per cent. per annum. And by virtue of said Warrant of Attorney, all errors in this action, judgment and proceedings are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Chas. C. Penhorwood, Clerk
By Milton Haines, Deputy.

8254
Petition

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8254
Precipe.

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Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court at the January Term, A.D. 1904. Be it remembered that heretofore to wit, on the 2nd day of Dec. 1903, the following petition was filed with the Clerk of said Court to wit:-

8254 Petition

Milo L. Myers, Exec. Plaintiff
vs. Court of Common Pleas, Union County, Ohio.
Mary Rogers et al. Defendants.

The Plaintiff says:- That he is the duly appointed and qualified Executor of the last will and testament of the said Joseph C. Rogers, deceased, and he is duly authorized in the premises. Plaintiff says that as such Executor he has an special ownership or interest in, and is entitled to the immediate possession of said following described goods and chattles, as assets of said Estate to-wit:- five brood sows, (two with pigs at side,) four shoats, thirty three pigs or shoats, one corn cultivator, one corn drill, one mowing machine, one farm sled, one field roller, one harrow, two ladders, one hay rake, one scoop shovel, one corn sheller, two forks, one ax, hoe & maddock, two iron kettles, one spade, one grind stone, one single shovel plow, about two hundred shocks of corn and fodder, and one breaking plow.

That the said defendants wrongfully ~~and unlawfully~~ detain the said goods and chattles of the said plaintiff, as such Executor for the space of thirty days last past, to the plaintiff's damage as such Executor as aforesaid. That said goods and chattles were not taken on process against the plaintiff, and are not claimed by him as such Executor under a title acquired mediately or immediately by transfer from one from whom ~~said~~ property had been taken by execution, order or process, nor for a tax.

Wherefore, plaintiff as such executor, prays judgment and an order against said defendants for the possession of the said property and that they be ordered to deliver the same to him said defendants ~~and for the costs herein expended~~, and for such other and further relief as he may be entitled to. Porter & Porter & Milo L. Myers.
Attorneys for the plaintiff.

Milo L. Myers, the plaintiff herein, as such Executor, being sworn makes oath and says, that the facts stated in the foregoing petition are true as he verily believes. Milo L Myers.

Sworn to by said Milo L. Myers as such Executor, before me and signed by him in my presence the 2nd day of Dec. A.D. 1903.
Seal
Chas. C. Penhorwood, Clerk.

8254 Precipe.

To the Clerk: Issue summons and writ of replevin upon the petition in the above entitled cause, returnable according to law:- Endorse "action in Replevin".
Dec. 2nd. 1903.
Porter & Porter & Milo L. Myers,
Attorneys for Plaintiff.

8254 Affidavit

Milo L. Myers, Ex. &c.
vs.
Mary Rogers et. al.

Court of Common Pleas, Union County, Ohio,

State of Ohio, Union County ss: Milo L. Myers, the plaintiff, being duly sworn, says that he is the duly appointed & qualified executor of the estate of Joseph C. Rogers, deceased duly authorized in the premises, and that he is the plaintiff in the above entitled cause. Plaintiff says that as such Executor, he has an especial ownership or interest in, and is entitled to the immediate possession of the following described goods and chattles, as assets of said estate, to wit:- Four brood sows (two with pigs at side,) thirty seven shoats, one corn cultivator, one corn drill, one mowing machine, one farm sled, one field roller, one harrow, two ladders, one hay rake, one scoop shovel, one corn sheller, two forks, one ax, hoe, and maddick, two iron kettles, one spade, one grind stone, one single shovel plow, and about Two hundred shocks of corn, and one breaking plow. That said property so wrongfully detained by the defendants, and that said property was not taken on process issued against the plaintiff, and is not claimed by him under a title acquired immediately or immediately by transfer from one from whom such property had been taken by such execution, order or process nor for a tax.

Milo L. Myers.

Sworn to by said Milo L. Myers as such executor before me and signed by him in my presence this 2nd day of December A.D. 1903.

(Seal) E. M. Porter, Notary Public

8254 Summons.

And afterwards to wit, on the 7th day of Dec. A.D. 1903. the following summons was issued to wit:-

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

You are hereby commanded to notify Mary Rogers, and Edgar Rogers that they have been sued by Milo L. Myers Ex. in the Court of Common Pleas of Union County, and must answer by the 2nd day of January, A.D. 1904, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of December A.D. 1903. Witness my hand and the seal of said Court this 7th day of Dec. A.D. 1903.

(Seal). Chas. C. Penhorwood, Clerk

Sheriff Return.

Received this writ Dec. 7th A.D. 1903, at 2 o'clock P.M. and served same by personally delivering to Edgar and Mary Rogers each a true and certified copy of this writ with all the endorsements thereon, Dec. 7th 1903. Fees: $1.81 S. F. Burnham, Sheriff.

8254 Order for delivery of personal property.

Milo L. Myrs. Ex &c.
vs.
Mary Rogers et. al.

Court of Common Pleas, Union County, Ohio.

To the Sheriff of Union County, Greeting:-

Whereas Milo L. Myrs, Executor &c. has commenced in the Court of Common Pleas for the said County of Union against Mary Rogers and

8254 Motion.

Edgar Rogers a civil action for the recovery of the following specific Personal property, to wit: Three brood sows (two with pigs at side) thirty-seven shoats, one corn cultivator, one corn drill, one mowing machine, one farm sled, one field roller, one harrow, two ladders, one hay rake, one scoop shovel, one corn sheller, two forks, one ax, one hoe, one maddick two iron kettles, one spade, one grind stone, one single shovel plow and about Two hundred shocks of corn and fodder, and one breaking plow. And has filed his affidavit in the Clerk's Office of said Court, for order to obtain an order for the immediate delivery of said goods and chattles. This therefore, is to command you as such Sheriff, to take the said goods and chattles above described and deliver the same to the said Milo L. Myers, Executor &c. Plaintiff in said action. And of this order and this proceedings thereon make due return on the 14th day of Dec. A.D. 1903. Witness my hand and the seal of said Court this 2nd day of December A.D. 1903. (Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

According to the command of the within order, I have taken the within named goods and chattles, and have caused the same to be valued by the oaths J. B. Galloway and J. E. Southard, to responsible men of said County, whose valuation in writing is herewith returned and I have delivered the said goods and chattles excepting the corn and fodder which were not to found, to the said plaintiff, and have taken the undertaking of Milo L. Myers, Ex. &c. and the United States Fidelity & Guaranty Co. Surety, of said plaintiff in the sum of $500 which undertaking is also herewith returned.

Given under my hand this 11th day of December A.D. 1903.

Fees: $2.65, 31

S. F. Burnham, Sheriff.

825 Motion.

Milo L. Myers, Ex. &c.
vs.
Mary Rogers et al.

Court of Common Pleas, Union County, Ohio.

The plaintiff says: That the undertaking required by Section 5819 of the Revised Statutes of Ohio, has been given, and that in accordance therewith, the Sheriff has delivered said personal property to the plaintiff. The plaintiff further says, that the cost of keeping the swine described in the affidavit for order of delivery in this action is very great, and that it would be to the benefit of the parties hereto, if said swine were sold. The plaintiff therefore moves the Court that an order issue for the preservation of said property, and that the plaintiff as such Executor be directed to sell said swine according to law.

Porter & Porter, attys. for Plaintiff.

Milo L. Myers, the plaintiff herein being sworn, makes oath as such Executor, that the facts stated in the foregoing motion are true, as he believes.

Milo L. Myers.

Sworn to by said Milo L. Myers before me and signed by him in my presence this 8th day of December A.D. 1903.

Chas. C. Penhorwood Clerk.
By Milton Haines, Deputy

(Seal)

8254
Entry

Milo L. Myers Ex. &c.
vs.
Mary Rogers, et. al.

Court of Common Pleas, Union County Ohio.
Dec. 10th 1903.

This cause came up for hearing on motions made by plaintiffs Attorneys, before Judge Duncan Wolf of said Court, in vacation thereof. And it appearing to said Judge that the property in controversy in this case is in danger of being wasted by reason of the cost of keeping the same, and said Judge being satisfied that the sale thereof will be for the benefit of the parties, therefore on motion of the plaintiff, it is ordered that the Sheriff forthwith sell said property at public sale, after giving due notice thereof, for ten days in some newspaper printed in said County to wit: The Marysville Daily Evening Tribune and for cash, & that the Sheriff retain the proceeds of such sale until further order herein.

8254
Undertaking on Replevin

Milo L. Myers Ex. &c.
Vs.
Mary Rogers, et al.

Court of Common Pleas, Union County, Ohio.

Whereas Milo L. Myers, as Executor of the estate of Joseph C. Rogers deceased has caused an order for delivery of the following goods and chattles to wit: Five brood sows, (two with pigs at side) thirty five shoats, 1 corn cultivator, 1 corn drill, one mowing machine, 1 farm sled, 1 field roller, 1 harrow, 2 ladders, 1 hay rake, 1 scoop shovel, 1 corn sheller, 2 forks, 1 ax, hoe, & mattock, 2 Iron kettles, one spade, 1 grind stone, 1 single shovel plow, about 200 shocks of corn, and 1 breaking plow, to be issued out of the Court of Common Pleas, within and for the County of Union in a cause now pending in the said Court of Common Pleas, wherein the said Executor Milo L. Myers as plaintiff, and Mary Rogers & Edgar Rogers, Defendants, and whereas the said order was delivered to the Sheriff of said County and the said Sheriff has taken said goods and chattles, and the same have been valued by two responsible persons under oath, at the sum of Two hundred and nine & 45/100 Dollars: Now therefore We Milo L. Myers as Executor of said estate, and the United States Fidelity & Guaranty Co. undertake to the said Mary and Edgar Rogers, Defendants in said action in the penal sum of Five Hundred Dollars, that the said Executor, Milo L. Myers as plaintiff, shall duly prosecute his action aforesaid: and in case the judgment shall be against the said Executor, Milo L. Myers, as plaintiff, that he then return the property taken or pay the value so assessed at the election of said Mary & Edgar Rogers, Defendants, and also pay the damages assessed for the taking, detention and injury of the property and costs of suit.

Milo L. Myers, Ex. of Joseph C. Rogers dec'd.
The United States Fidelity & Guaranty Co.
By S. N. Wolbert Gen'l Agent.

L. Piper
atty. for Co

Signed in my presence, and approved by me this 9th day of Dec. A.D. 1903.
S. F. Burnham, Sheriff.

8254
Appraisal

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8254
Appraisal

We the undersigned, two disinterested persons of the County of Union having been first duly sworn by the Sheriff of said County to assess the value of the goods and chattles hereinafter set forth, being the same seized by virtue of an order for delivery of personal property issued from the in said County at the suit of Milo L. Myers, Executor &c, against Mary Rogers and Edgar Rogers, do assess the value thereof as follows viz:-

5 brood sows (2 with pigs at side)	$50.00
34 shoats	124.00
1 corn cultivator	.25
1 corn drill	4.00
1 mowing machine	9.00
1 farm sled	5.00
1 field roller	.75
1 harrow	.50
2 ladders	.50
1 hay rake	.50
1 scoop shovel	.40
1 corn sheller	.50
2 forks	.50
1 ax	.45
1 hoe & Mattock	.60
2 iron kettles	3.00
1 spade	.10
1 grind stone	.25
1 single shovel plow	.75
1 breaking plow	10.00
	$209.45

Witness our hands this 7 day of Dec, A.D. 1903. J.B. Galloway,
J.E. Southard.

The State of Ohio. } ss:-
Union County }

I do hereby certify that J.B. Galloway and J.E. Southard, two disinterested persons, residents of the County of Union, were duly summoned and sworn by me to make appraisement of the goods and chattles in the above appraisement set forth. Dec. 7th A.D. 1903. S.F. Burnham, Sheriff

8254
Entry

Milo L. Myers.
vs.
Mary Rogers, et al.

Court of Common Pleas, Union County, Ohio.

This day the parties hereto agree to the following parties settlement: said plaintiff releases all claim to two sows with pigs at side also to their pigs, also two shoats weighing about 200 lbs. also 1/2 of the money to be received from the private sale of 25 pigs weighing about 80 lbs, also 3 black pigs weighing about 45 lbs, the 25 pigs to be sold by plaintiff and money turned over 1/2 to Sheriff, 1/2 to Edgar Rogers, and said Edgar disclaims all title to the other property described in the petition of plaintiff. The balance of said chattles described in

said petition are to be sold by the consent of the parties hereto by the plaintiff and the money received for the hogs to be held by the Sheriff until the further order of the Court, and the said Edgar Rogers agrees to pay one half of the market price of the corn fed to said hogs up to this time, to wit, $6.75. Said Edgar Rogers further releases all claims against plaintiff in his personal and official capacity for damages growing out of this cause, And the said Mary Rogers disclaims all title to the chattles described in said petition outside of hogs and iron kettle, said plaintiff releases to her said kettle.

8254 Entry

Milo L. Myers, Ex.
vs.
Mary Rogers, Et al

Court of Common Pleas, Union County, Ohio.
Jan. 4th 1904.

This day the Court grant leave for defendant to answer by Saturday, January 9th 1904.

8254. Entry

Milo L. Myers, Ex. &c,
vs.
Mary Rogers, Et al.

Court of Common Pleas, Union County, Ohio.
Feb. 16th 1904.

Now comes Milo L. Myers, the plaintiff herein by Porter & Porter his attorneys, and Mary Rogers, one of the defendants herein by James E. Robinson and D. H. Ayers her attorneys, who hereby agree that this cause be, and the same is hereby dismissed, and at the costs of said estate of Joseph C. Rogers, deceased. In consideration whereof, it is further agreed, that the plaintiff herein as such Executor of said estate, shall pay to said defendant, Mary Rogers, the sum of $48.80 the receipt whereof is hereby acknowledged, which amount represents the value in full of all claims of ownership by said defendant, in any and all of the personal property described in the petition herein, including certain hogs.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 at the March Term, 1904. Be it remembered that heretofore to wit on the 23rd day of January A.D. 1904 the following petition was filed with the Clerk of said Court to wit:-

James B. McPeck
and others, Plaintiffs.
vs.
The unknown heirs
and legal Representatives
of David Johnson, deceased, et al. Defendants.

8277
Petition.

Court of Common Pleas Union County, Ohio.

The plaintiffs say:-

That they are the heirs and all the heirs at law and legal representatives of John McPeck late of Union County, Ohio deceased. That said John McPeck died intestate on the 15th day of April, A.D. 1888, leaving Susannah McPeck his widow, who also died on Oct. 14th 1902. That said John McPeck died seized in fee simple and in full possession of the following described lands and tenements to wit:- Situate in the County of Union and State of Ohio, and part of Virginia Military Survey No. 9917, beginning at an ash in the Southeast corner; thence N. 10, W. 210 poles to two buches and a sugar in the original line of the survey. Thence S. 79½° W. 63¼ poles to a stone and brick bats; Thence S. 10°, E. 210 poles to a stone and brick bats in the original South line, Thence N. 79½ E. 63¼ poles to the beginning containing eighty three (83) acres. By late surveys the said tract of land and premises is more perfectly described, as situate in the State of Ohio, County of Union and Township of Washington and part of Virginia Military Survey No. 9917, beginning at a stone (witnessed by an ash and maple) the Southeast corner to said survey No. 9917, (and in the center of the McPeck Gravel road) Thence with the East line of said Survey No. 9917 N. 6° W. 210 poles to a stone (witnessed by two buches and a sugar tree) Thence S. 84° W. 63 25/100 poles to a stone (witnessed by brick) northeast corner of Adaline Garrington's land; Thence S. 6° E. 210 poles to a stone (witnessed by brick) the South east corner of State Actors land in the South line of said survey No. 9917: Thence with said line N. 84° E. 63 25/100 poles to the beginning, containing Eighty three (83) acres be the same more or less. The plaintiffs further say that the title to said above described land is good, full and complete from the United States down to and including one David Johnson, who by purchase from Lancon Curtis, owned one hundred and sixty six acres which included said above described land of 83 acres and who with his wife, Jane Johnson, conveyed the East half of said 166 acres or said 83 acres above described to Samuel Scott about the year 1839. That said Samuel Scott and Phebe Scott, his wife conveyed the said 83 acres above described to one Ephraim

Curl about the year 1841, That said Ephraim Curl and Rebecca Curl his wife conveyed said 83 acres above described, to one David Ellis, on August 26th 1851. That said David Ellis and Henrietta R. Ellis his wife conveyed said 83 acres above described to the said John McPeck, now deceased, on March 26th 1853, but which said deed is not of record, but that the original Curl & Ellis deeds are in possession of plaintiffs. The plaintiffs further say that the said John McPeck took possession of said 83 acres above described under his deed from said David Ellis, dated on said 26th day of March AD. 1853. and had full actual and open, notorious, exclusive, adverse and peaceable possession of all of said tract of 83 acres above described, ever since said date, to the date of his death on said 15th day of April AD. 1888. The plaintiffs say that they and those under whom plaintiffs claim title have been in full possession and enjoyment of said premises for more than 21 years to wit: for the last fifty one years.

Plaintiff charges that the deeds from David Johnson and Jane Johnson his wife, to said Samuel Scott and from said Samuel Scott and Thurza Scott his wife, to said Ephraim Curl were duly executed and delivered to the grantees respectively, but said deeds were not recorded by the carelessness of said Scott, and said Curl so that said two deeds are missing in the chain of title on the record of deeds of Union County, Ohio, and are missing links in said chain of title, so far as shown by said record of deeds. The plaintiffs say, that said two missing deeds cast a cloud upon plaintiffs title, and depreciates the value of said land above described, and prevents a sale of the same at its true and real value That plaintiffs would be incommoded by the assertion of an outstanding title which might cause litigation and a loss to plaintiffs. Plaintiffs further say that in the year 1847, the said 83 acres above described were placed upon the tax duplicate, of said County for taxation, in the name of J. Williams erroniously, and that the same has been so erroniously charged in said name to the present time. That the said J. Williams never had any legal claim or title to said 83 acres by way of deed, conveyance, or tax sale, or in any manner whatsoever, and that the said J. Williams never had possession of said land nor did he ever pay any taxes upon the same.

The plaintiffs therefore pray, that the title to said eighty three acres above described, be quieted in the plaintiffs, and that they may be adjudged to be the owners in fee simple of said premises, freed from all claims of any estate or interest therein of said defendants or either of them to any portion of said real estate, and that said defendants and each of them may be forever barred from asserting any claim, interest, or title to any part of said premises. And further that the Auditor of said Union County, Ohio, who is the custodian of the general tax duplicate of said County, be ordered and decreed to transfer said 83 acres above described from said name of J. Williams to the name of the heirs of John McPeck, deceased. And plaintiffs ask such other and further relief as is just and equitable and to which they may be entitled

Porter and Porter, attorneys for Plaintiffs.

8277 Waiver

8277 Entry.

8277 Legal Notice

E. W. Porter being sworn, makes oath that he is one of the attorneys for the plaintiffs in the above entitled action, duly authorized, in the premises, That the facts stated in the foregoing petition are within the personal knowledge of said affiant, as such attorney: and affiant believes the facts stated in said petition to be true. That service by summons cannot be made upon the defendants within this state or upon either or any of them within this state, except the said Dwight B. Edwards, Auditor. that this case is one of those mentioned in Section 5048, Revised Statutes of Ohio, that the names of said defendants are all unknown to affiant except such as are named in this petition, and that the residence of all said defendants are wholly unknown to affiant except the said Dwight B. Edwards.

E. W. Porter.

Sworn to by said E. W. Porter before me and signed by him in my presence this 23rd day of January A.D. 1904.
(Seal) Chas. C. Lenhorwood, Clerk.

8277 Waiver

I hereby waive the issuing and service of summons in the above entitled action, and do also hereby enter my appearance herein.
Jan 23" 1904. Dwight B. Edwards, Auditor of Union County, Ohio.

8277 Entry.

James B. McPeck,
vs.
Unknown heirs of
David Johnson, deceased, et.al.

Court of Common Pleas, Union County, Ohio.

It being made to appear to the satisfaction of upon the pleadings, that the residence of the defendants in the above entitled case, except that of Dwight B. Edwards, Auditor &c, is unknown, it is ordered that service by publication be made against the said defendants except said D. B. Edwards, in accordance with the provisions of Sec. 5047 of the revised Statutes of Ohio.

8277 Legal Notice

James B. McPeck et.al.
vs.
The unknown heirs and legal representatives of David Johnson, dec'd, Samuel Scott, the unknown heirs and legal representatives of Samuel Scott, deceased. Ephriam Curl, the unknowns heirs and legal representations of Ephriam Curl, deceased. David Ellis, the unknown heirs and legal representatives of David Ellis, deceased. J. H. Williams, the unknown heirs and legal representatives of J. H. Williams, deceased and Dwight B. Edwards, Auditor of Union County, Ohio.

Court of Common Pleas, Union County, Ohio.

Defendants.

The defendants named in the above entitled case are hereby notified that the said plaintiffs for himself and the other heirs of John McPeck, deceased, filed his

8777.

petition in the Court of Common Pleas of Union County, Ohio, on Saturday the 23rd day of January, 1904, praying among other things that the title to certain lands of which the said John McPeck died seized, being 83 acres in Survey No. 9917, in Washington Township, Union County, Ohio, and described in said petition, should be decreed to and quieted in said plaintiffs. Said defendants are further notified that this cause will be for hearing on and after the 21st day of March 1904, and that unless said defendants answer before that date, judgment and decree will be taken by default.

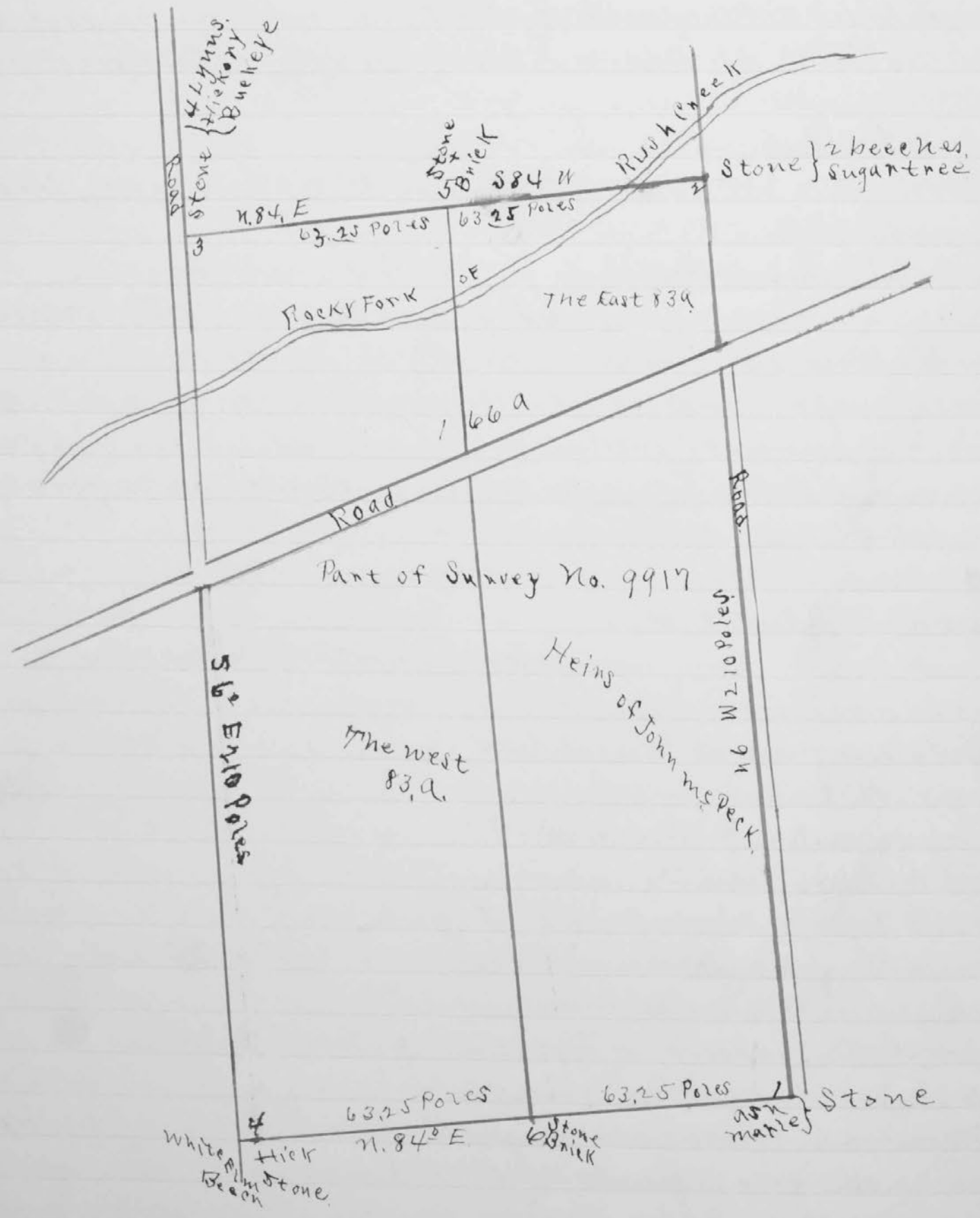
Porter & Porter, Attorneys for Plaintiffs.

The State of Ohio, } ss:
Union County, } Personally appeared before me N. O. Shearer, and made solemn oath, that the notice a copy of which is hereto attached, was published for 6 consecutive weeks on and next after Jan. 27th 1904, in the Marysville Tribune, a newspaper of general circulation in the County aforesaid.

N. O. Shearer.

Sworn to before me and signed in my presence, this 22nd day of March, A.D. 1904.
Fees $1.00 (Seal)

Chas. E. Dunhorwood, Clerk.



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8777. Written Evidence.

1st:- The title for the 166 acres bounded on the above plat by the numbers 1-2-3-4-1 is good and of record from the United States in 1820, to Lawson Curtis, at the date of February 3rd. 1836.

2nd:- March 27th 1838, Lawson Curtis & wife conveyed to David Johnson, the said 166 acres by deed of record in Volume No. 6, Page 403.

3rd:- David Johnson died in Logan County, Ohio, in 1840, and before that date and about the year 1839, David Johnson, conveyed by metes and bounds to Samuel Scott, the East half of said 166 acres, bounded on the above plat by the numbers 1-2-5-6-1, and containing 83 acres more or less, said conveyance is not of record, but the land assessor of 1840, found Samuel Scott to be the owner of said 83 acres, and placed the same on the grand duplicate in his name for taxation.

4th:- About the year 1841, Samuel Scott, the grantee at 3rd, conveyed to Ephriam Curl the said East 83 acres bounded by Numbers 1-2-5-6-1 said conveyance is not of record.

5th:- Said land became delinquent for taxes in 1841, and was put into the name of the State of Ohio, and in 1847, the said 83 acres is marked on the duplicate as "Redeemed by J. Williams in which name the said land has been charged for taxation from said date of 1847, to the present time in 1904.

6th:- The said redemption and transfer into the name of J. Williams was made under a deed dated Sept. 3rd. 1847, with an erroneous description (Refer to Vol. of deeds No. 11, page 143) which erroneous description was corrected by a new deed made Oct. 6th 1853, and a transfer was made out of the West 83 acres (Refer to Vol. of deeds No. 18, page 132.

7th:- The said J. Williams or Jesse Williams made no conveyance of any interest in the East 83 acres now claimed by the heirs of John Mc. Peck deceased, but he did make a conveyance to James Burge Oct. 10th 1853, for his interest in the West 83 acres, which he acquired under the said deed of correction. There are no records that show that the said J. Williams or Jesse Williams ever had any legal title to, or any interest of any kind whatever in the East part of said 166 acres or the 83 acres now claimed by the said John Mc. Peck, heirs.

8th:- August 26th 1854, Ephriam Curl named as grantee at 4th and Rebecca Curl his wife, conveyed by metes and bounds the East 83 acres to David Ellis.

9th:- March 26th 1853, David Ellis the grantee at 8th, and Henrietta R. Ellis his wife, conveyed by metes and bounds the said East 83 acres to John Mc. Peck. The original deed is in the possession of the heirs of John Mc. Peck, deceased, but the same is not of record on account of the difficulty of having the same transferred.

10th:- The foregoing information has been obtained from Records of Union County, and also the County of Logan, Ohio, and from interviews and correspondence relating to the said 166 acres formerly owned by David Johnson and also other lands in survey No. 9917. and was obtained from time to time in the business as a Civil Engineer and Surveyor and Abstractor of titles from the year 1864, to the present date. Marysville Ohio, March

27 Nov 1904.

Andrew S. Mowry,
Ex Surveyor, for Union County, Ohio
and Abstracter,

8277 Entry.

James B. McPeek et al.
Vs.
The unknown heirs of
David Johnson, deceased et al.

Court of Common Pleas, Union County Ohio.
Mar. 22nd 1904.

Now came the plaintiffs herein, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petitions are confessed by them to be true. The Court further find from the evidence that at the time of bringing this action the said plaintiffs were in possession of the real property described in the petition, and that they have the legal estate in fee simple in said land, and are entitled to the possession of the same, and that neither the defendants nor any of them, have any estate in, or are entitled to the possession of said real estate or any part thereof, and that the plaintiffs bought to have their title and possession quieted as against each and every one of said defendants as prayed for in their petition. It is therefore ordered, adjudged and decreed that the title and possession of the said plaintiffs to all and singular the premises in the petition described to wit, situate in the State of Ohio, County of Union and Township of Washington and part of Virginia Military Survey No. 9917, and described as beginning at a stone (witnessed by an ash and Maple) the Southeast corner to said Survey No. 9917, and in the center of the Mc Peek Grave Road; Thence with the East line of said Survey No. 9917, N. 6 W. 210 poles to a stone (witnessed by two beeches and a sugar tree) Thence S. 84° W. 63 25/100 poles to a stone (witnessed by bricks) Northeast corner of Adaline Yarrington's land, Thence S. 6, East 210 poles to a stone, (witnessed by bricks,) the Southeast corner of Kate Acton's land in the South line of said Survey No. 9917: Thence with said line N. 84° E. 63 25/100 poles to the beginning. containing Eighty three (83) acres be the same more or less, be, and the same are hereby quieted, as against the defendants and each and every one of them, and all persons claiming by, from or under them, or any of them, and said defendants and each and every one of them, and all persons claiming under them, are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said plaintiffs thereto, or in any manner interfering with their use and enjoyment of the same.

It is further ordered, adjudged and decreed, that said Dwight B. Edwards as Auditor of said County of Union and State of Ohio as aforesaid, shall forthwith transfer said Eighty three acres above described from said name of J. Williams, to the name of the heirs of John Mc Peek

deceased.
It is further ordered that the said plaintiffs pay the costs herein taxed at $ 40.95.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the January Court A.D. 1904.
Be it remembered that heretofore to wit, on the 2nd day of June, 1903 the following petition was filed with the Clerk of said Court to wit:

8195
Petition

Anna C. Owens, Plaintiff,
vs.
John R. Owens, Defendant.

Court of Common Pleas, Union County Ohio.

Plaintiff says, that she was formely the wife of the defendant John R Owens, but at the March Term A.D. 1903, of this Court the plaintiff was granted a divorce from the defendant and she is now living at Magnetic Springs in this County. The plaintiff has under lease and is in possession of a house and lot in said village of Magnetic Springs the same being owned by William King and fully described in a deed from Cora O. Culp and husband dated March, 31st, 1903, and recorded in Book 90, on page 53 of the records of this County. The plaintiff is conducting and keeping a private boarding house within said village and occupying the property aforesaid for such purpose. The defendant since the divorce was granted, has constantly annoyed the plaintiff and her boarders, by entering the premises and carrying away articles of household goods and by getting drunk and disorderly about the house and premises and interrupting the boarders and meddling and interfering with the plaintiff in her business to her constant annoyance. The defendant is wholly insolvent and financially irresponsible, and if he is permitted to continue his persecutions of plaintiff, and annoying and interfering with her business, he will cause the plaintiff great and irreparable damage. And will cause her to have to abandon her leasehold property and deprive her of a means of making a living.
The defendant has a key to the house and has unlawfully entered and carried away articles of household goods belonging to the plaintiff, and is threatening to continue his persecutions and annoyance of the plaintiff and will do so unless restrained by the order of this Court. The defendant is an habitual drunkard and in coming in and about plaintiff's premises, violently disturbs the plaintiff and interferes with her boarders and greatly injures her business. The plaintiff is unable to get him to desist from his said unlawful interference with her and her business. The defendant has carried away personal property belonging to the plaintiff of the value of $50.00 and threatens to take and carry away more of her property to the great and irreparable damage of the plaintiff.
Wherefore the plaintiff prays that the defendant, John R. Owen may be restrained and enjoined from coming upon the premises occupied by the plaintiff, being the house and lot leased of Wm.

8195
Precipe.

8195
Undertaking.

8195
Injunction

king as aforesaid, and that he be enjoined from taking or carrying away any more articles of household furniture or goods, and from in any manner interrupting, or interfering with the plaintiff & or her boarders, and from entering in or upon the premises aforesaid and from coming about the same to disturb or annoy the plaintiff & and for all proper relief. J. L. Cameron,
Attorney for Plaintiff &.

The State of Ohio, } ss:-
Union County } Anna C. Owens, plaintiff & being sworn says, the facts stated and allegations made in her foregoing petition are true, Anna C. Owens,
Sworn to before me and signed in my presence this 2nd day of June, 1903.
(Seal) Chas. C. Penhorwood, Clerk.

8195 Precipe. Clerk: Issue summons returnable according to law. Endorse: "Injunction allowed." J. L. Cameron, Attorney.

8195 Undertaking. The State of Ohio, Union County ss:-
Anna C. Owens.
vs. Court of Common Pleas, Union County, Ohio.
John R. Owens.

We bind ourselves to the said defendant, John R. Owens in the sum of One Hundred Dollars, that the plaintiff & Anna C. Owens shall pay to the said defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted. Witness our hand & this 2nd day of June, 1903.
Mrs Anna C. Owens,
Walter Beecher.

This undertaking approved by me this 2nd day of June, A.D. 1903.
Chas. C. Penhorwood, Clerk.

8195 Injunction Anna C. Owens. Probate Court, Union County, Ohio, June 2nd 1903.
vs.
John R. Owens. Court of Common Pleas, Union County, Ohio.

This day came the plaintiff & by J. L. Cameron, her Attorney And it appearing that the Judges of the Common Pleas Court in which Court the above entitled action is pending, are absent from the County, this cause came on to be heard upon the plaintiff's application for an injunction upon the petition duly verified and affidavits therein filed, and was argued by counsel: And the Probate Judge being duly advised in the premises and being satisfied that the plaintiff & thereto, a temporary injunction is granted, as prayed for in the petition, restraining the defendant from entering upon the premises occupied by the plaintiff & in Magnetic Springs, Union County, Ohio, or from taking or carrying away any articles of household furniture or goods or in any manner interrupting both plaintiff & or her boarders upon the said plaintiff & giving to said defendant an undertaking, executed by sufficient surety

in the sum of One hundred dollars conditioned and to be approved as required by law by the Clerk of said Common Pleas Court.

John M. Brodrick, Probate Judge.

The State of Ohio, } ss:
Union County }

I, John M. Brodrick, Judge and Ex-Officio Clerk of the Probate Court within and for said County, and in whose custody the files, journals, and Records of said Court are required by the laws of the State of Ohio to be kept do hereby certify that the foregoing Entry is taken and copied from the Journal of the proceedings of said Court: that the same has been compared by me with the original Entry on said Journal and that it is a true and correct copy thereof. In Witness Whereof, I hereunto subscribe my name officially and affix the seal of said Court, at the Court House in Marysville in said County, this 2nd day of June A.D. 1903.

(Seal)

John M. Brodrick Judge and Ex Officio Clerk of said Probate Court.

8195 Entry.

8195
Summons.

On the 2nd day of June 1903, the follows was issued to-wit:-

The State of Ohio } ss:-
Union County }

To the Sheriff of Union County:-

You are hereby commanded to notify John R. Owens that he has been sued by Anna C. Owens in the Court of Common Pleas, of Union County, and must answer by the 4th day of July A.D. 1903, 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 15th day of June A.D. 1903.

Witness my hand and the seal of said Court this 2nd day of June A.D. 1903. (Seal) Chas C. Denhardt Clerk.

Sheriff's Return.

Received this writ June 2nd A.D. 1903, at 1 o'clock P.M. and served same by personally leading to John R. Owens a true and certified copy of this writ with all the endorsements thereon. June 2nd 1903

Fees: $ 2,67

S. F. Burnham Sheriff
By Allen Haines, Deputy

8195
Answer.

Anna C. Owens.
vs.
John R. Owens.

Court of Common Pleas, Union County, Ohio.

Now comes John R. Owens, the defendant, and for answer to the plaintiff's petition, says that he denies each and every allegation in said petition contained, excepting that plaintiff was keeping a boarding house at Magnetic Springs. For a second defense the defendant says that he was the owner of nearly all of the goods contained in said boarding-house purchased by him long before said property was used for a boarding house purpose

and the balance of said goods were bought out of the business while himself and wife were living together, and in which he had an interest. Defendant therefore prays the Court to dismiss the plaintiff's petition and that the defendant may be decreed an equal interest in all of said goods and for all proper relief in the premises. J. M. Kennedy, Atty. for Defendant.

The State of Ohio, } ss:
Union County, } John R. Owens being first sworn, says that the facts and allegations of the foregoing answer are as he believes true. J. R. Owens

Sworn to and subscribed by the said John R. Owens before me, this the 4th day of July, 1903. (Seal) J. M. Kennedy, Notary Public.

8195 Entry.

Anna C. Owens.
Vs.
John R. Owens.

Court of Common Pleas, Union County, Ohio.
Jan. 4th 1904.

Now come the parties herein by their attorneys and thereupon this cause came on for hearing on the pleadings and evidence, and was submitted to the Court. On consideration whereof, the Court find on the issue joined for the plaintiff; and that the plaintiff is entitled to relief prayed for. It is therefore on motion of the plaintiff, adjudged and decreed that the injunction heretofore granted in this action, be, and the same hereby is made perpetual. It is further considered that the said plaintiff recover from the said defendant, her costs herein expended taxed at $8.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the September Term, 1903. Be it remembered that heretofore to wit, on the 27th day of July 1903, the following petition was filed with the Clerk of said Court to wit:-

8710 Petition

Clara Bell Parker, Plaintiff,
vs. Court of Common Pleas, Union County, Ohio.
Morris Parker, Defendant.

Plaintiff says that she has been a resident of the State of Ohio for more than a year last past, and that she is now a bona fide resident of Union County, That she was married to the defendant on the 6th day of January, 1895 and that ever since said marriage, she has conducted herself toward the defendant as a faithful, chaste and obedient wife.

That the defendant notwithstanding his marital duties toward this plaintiff has been guilty of habitual drunkenness for more than three years last past.

Second cause of action: Plaintiff says that the defendant at the City of Marion, Ohio, on the 30" day of May, 13" day of June 27" day of June and 11" day of July, 1903, committed adultery with Grace Jones, and that on the 9th day of Oct. 1901, at the house of Lula James in Richwood, Ohio, the defendant committed adultery with said Grace Jones and that defendant has often at divers times and places committed adultery with said Grace Jones and with other women and that defendant now has a bad disease.

Third cause of action:- Plaintiff says that the defendant has been guilty of gross neglect of duty toward the plaintiff in that he has wholly failed to provide her with a house in which to live and clothing to wear, so that she has been compelled to live with her mother and to take in washing, clean houses and hire out to other people to make sufficient money to clothe herself, although the defendant was strong and well able to earn a living for both himself and wife. The plaintiff further says that the defendant has threatened to kill plaintiff and to turn her hogs out and pull up her fruit trees and otherwise annoy her and destroy her property and that she is afraid he will carry out his threats. The plaintiff further says that she is the owner of lot No. 667 in the New Bern addition to the village of Richwood, Ohio, worth One hundred dollars, and that she also owns what household furniture there is in her mother's house. Wherefore plaintiff prays that the defendant may be enjoined from interfering with her in her possession of said real estate and chattles and from destroying her fruit trees and that he be enjoined from coming to her mother's house where plaintiff resides pending this action and that she be restored to her maiden name of Clara Bell Clay, and that she be divorced from the defendant and that he be ordered to pay her reasonable alimony and for such other relief as is just and equitable.

James E. Robinson, atty. for Pltffe.

State of Ohio, Union County ss:- Clara Dell Parker being duly sworn deposes and says that the facts stated and allegations made in the foregoing petition are true, Mrs. Clara Dell Parker.
Sworn to and subscribed before me this 27" day of July, 1903
(Seal) Chas. C. Penhorwood, Clerk.

8210. Precipe. To the Clerk:- Issue summons together with a copy of petition directed to the Sheriff of Union County for the defendant Morris Parker, and make same returnable according to law.
James E. Robinson, Atty. for Plff.

8710. Injunction. From Probate Court of Union County Ohio.
Clara Dell Parker,
vs.
Morris Parker.
In the Common Pleas Court of said County.
Action for Divorce.

This day came the plaintiff by James E. Robinson, her atty. and it appearing that the Judges of the Common Pleas Court in which the above entitled action is pending, are absent from the County, this cause came on to be heard upon the plaintiff's application for an injunction, upon the petition duly verified and affidavits therein filed, and was argued by counsel; and the Probate Judge being fully advised in the premises, and being satisfied that the plaintiff is entitled thereto, a temporary injunction is granted as prayed for in the petition, restraining the defendant from interfering with plaintiff in her possession of the real estate set forth in said petition and chattles therein mentioned and from destroying her fruit trees and from going to the house of the mother of said plaintiff, pending this action. Undertaking herein as disregarded with, in accordance with the provisions of the statute.
John M. Brodrick,
Probate Judge.

The State of Ohio, } I, John M. Brodrick Judge and ex officio
Union County, ss: } Clerk of the Probate Court, within and for said County, and in whose custody the Files, Journals and Records of said Court are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Entry is taken and copied from the Journal of the proceedings of said Court; that the same has been compared by me with the original Entry on said Journal and that it is a true and correct copy thereof.
In Testimony Whereof, I hereunto subscribe my name officially, and affix the Seal of said Court, at the Court House in Marysville in said County, this 27th day of July, 1903.
John M. Brodrick,
(Seal) Judge and Ex-Officio Clerk of said Probate Court.

8210. Summons. On the 27" day of July A.D. 1903 the following summons was issued to wit:-
The State of Ohio, } ss:- To the Sheriff of the County of Union:-
Union County } You are commanded to notify Morris Parker

that Clara Dell Parker 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 adultery &c. and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 10th day of Aug. A.D. 1903. Witness my hand and seal of said Court at Marysville this 27th day of July A.D. 1903.
(Seal) Chas. C. Linhorwood, Clerk

Sheriff's Return.

Received 8 o'clock A.M. on the 28th day of July A.D. 1903 and on the 29th day of July, A.D. 1903 I served the same upon the defendant by personally handing to him a true copy thereof together with a certified copy of the petition in this case.
Fees $3.26 S. F. Burnham, Sheriff.

8710. Answer.

Clara Dell Parker,
vs. Court of Common Pleas, Union County, Ohio.
Morris Parker.

Now comes the defendant and says that he and the plaintiff were married at the time and place alleged in plaintiff's petition. The plaintiff is the owner of the property alleged in her said petition but the same was paid for by this defendant. The residence of said plaintiff is as alleged in plaintiff's petition. The defendant denies each and every other allegation contained in plaintiff's said petition. Defendant says he amply provided for the plaintiff according to her station in life and his abilities and means.
Wherefore the defendant prays that the petition of the plaintiff be may be dismissed and that the costs of this action may be charged against the said plaintiff. H. V. Spicer, atty. for Defendant.

State of Ohio, } ss:
Union County, } Morris Parker being duly sworn says that the foregoing facts and allegations are true as he verily believes.
Morris Parker.
Sworn to and subscribed before me this 30th day of July A.D. 1903.
(Seal) H. V. Spicer, Notary Public.

8710 Reply.

Clara Dell Parker,
vs. Court of Common Pleas, Union County, Ohio.
Morris Parker.

Now comes the plaintiff and denies that the defendant paid for the said real estate described in her petition. But avers that she paid for same with money which she earned by taking in washing and doing house-cleaning.
Mrs. Clara D. Parker.

8710 Entry

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8710
Entry

Clara Bell Parker.
vs.
Morris Parker

Court of Common Pleas, Union County, Ohio.
Oct 15th 1903.

This cause this day came on to be heard on the petition, the answer of the defendant and the evidence, and on consideration thereof, the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto, were married as in said petition set forth: and that the defendant was legally served with summons and a copy of the petition. 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 Clara Bell Parker and Morris Parker be, and the same hereby, is dissolved and both parties are released from the obligations of the same.

And the Court find that the plaintiff is the owner of the following described real estate, to-wit: Lot No. 662 in the Arlington addition to the Village of Richwood, Ohio. and the same is hereby restored to her divested of all and every claim, title and interest by curtesy or otherwise of her said husband.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 Rose, Judge of the said Court at the January Term, 1904. Be it remembered that heretofore to wit, on the 23rd day of October, 1903, the following petition was filed with the Clerk of said Court to wit:

8245 Petition

Isaac Priest, Plaintiff.
vs.
J. M. Sterkoff, Defendant.

Court of Common Pleas, Union County, Ohio.

Plaintiff says: That this action is founded upon a written instrument for the unconditional payment of money, of which the following is a copy to wit: Milford Center, O. Mch. 4, 1902. We do agree after all the threshing machine and corn shredder is all paid, I will pay to I. Priest for 178 days at $1.50 per day, less $39.00 on Oct. 1st 1903, and that machine is all mine.

J. M. Sterkoff.
Isaac Priest.

That no payments or endorsements have been made thereon. That about the 4th day of March, 1902, the parties hereto were owners in common of one threshing machine and one corn shredder, that on said day, the said defendant purchased all the interest of said plaintiff in said threshing machine and said corn shredder according to the terms of said agreement above given, and agreed to pay said Priest on October, 1st, 1903, for his interest in the same according to the terms above stated, the sum of $228.00.

Plaintiff further says that both of said machines are now fully paid for, and also that said I. Priest and the said Isaac Priest are one and the same person. Plaintiff therefore says there is now due him from the defendant upon said written instrument, the sum of $228.00 together with interest from said October 1st 1903, for which sum and interest, the plaintiff asks judgment, and for such other and further relief to which he may be entitled. Porter & Porter, attys. for Pltff.

State of Ohio, Union County } ss: E. N. Porter being sworn makes oath that he is one of the duly authorized attorneys for the plaintiff herein, and that the above pleading is founded upon an instrument for the payment of money, which is now in affiants possession.

E. N. Porter.

Sworn to by said E. N. Porter before me and signed by him in my presence this 23rd day of Oct. A.D. 1903.

(Seal) Chas. C. Penhorwood, Clerk.

8245 Precipe

To the Clerk: Issue summons upon the petition in the above entitled case, directed to the Sheriff of Union Co. Ohio returnable according to law, Endorse: "Amount claimed $228.00 with interest from October 1st, 1903".

Oct. 23rd 1903.

Porter & Porter for Pltff.

8245 Summons

8245 Answer.

8245 Summons

On the 23" day of Oct. A.D. 1903, the following summons issued, to wit:-
The State of Ohio, } ss:-
Union County. } To the Sheriff of Union County:- You are hereby commanded to notify J. M. Stierhoff, that he has been sued by Isaac Priest in the Court of Common Pleas of Union County, and must answer by the 21" day of Nov. A.D. 1903, 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 2nd day of Nov. A.D. 1903.
Witness my hand and the Seal of said Court this 23" day of Oct. A.D. 1903.
(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return, filed Oct. 24" 1903.
Received this writ Oct. 23" A.D. 1903, at 1 o'clock P. M. and served same by leaving at the usual place of residence of J. M. Stierhoff a true and certified copy of this writ with all the endorsements thereon, Oct. 24" 1903. S. H. Burnham, Sheriff.
Fees: $1.72. By Allen Haines, Deputy.

8245 Answer.

Isaac Priest, vs J. M. Stierhoff.

Court of Common Pleas, Union County, Ohio.

First defense:- The defendant for his answer to the petition of the plaintiff says:- He admits the execution of the agreement described in the plaintiff's petition. This defendant denies that there is due the plaintiff on said agreement the sum of Two hundred and twenty eight dollars. This defendant denies that himself and plaintiff on the 4" day of March, 1902, were the joint owners of a threshing machine and corn shredder.
Second defense:- This defendant says that on the 4" day of March, 1902, he was the sole owner of the threshing machine named in the plaintiff's petition, and that himself and plaintiff and plaintiff were joint owners of the corn shredder refered to in said petition. And on said day this defendant purchased of the plaintiff his interest therein and as stated in the agreement set forth in the plaintiff's petition.
This defendant for further answer says, that on said date himself and the plaintiff were indebted to the Safety Shedder Co. on a promissory note dated Sept. 15" 1900, for the sum of Two hundred dollars with interest at six per cent from Nov. 1" 1900, and 8% after due and due Jan. 1" 1903. That the said plaintiff was on said 4" day of March, 1902, and for a long series of years wholly insolvent and unable to pay his debts. This defendant says that he himself was then and is now solvent and jointly liable with said plaintiff on said note of $200. This defendant says he has fully paid with his own means on said promissory the sum of $232.00 the one half of which sum was the debt of the plaintiff and made in payment by the plaintiff and this

defendant for said corn shredder. That the plaintiff is indebted to the defendant by reason of the payment by this defendant of said note the the sum of $116.00 with interest thereon from Oct. 1st, 1903, and that said sum was so paid by this defendant before the commencement of this action. That there is and was due to the plaintiff from this defendant on or about the 1st day of Oct. 1903, or with its interest at the time of the commencement of this Actions $12.56 and no more.

This defendant now offers to confess judgment in favor of the plaintiff for the full sum of $13.00. That on the 3rd day of Oct. 1903, this defendant duly tendered to the said plaintiff full payment of said sum of $17.00 This defendant therefore prays judgment for the sum of $116.00 and interest paid by him for and discharge of the plaintiffs obligation as aforesaid and that it may be allowed him as an offset herein, and that he may recover his costs herein after Oct. 23" 1903.

D. N. Ayers, Atty for Defendant.

State of Ohio, Union County ss:-

J. M. Stinhoff being duly sworn says the facts stated and allegations contained in the foregoing answer are, as he believes true.

J. M. Stinhoff.

Sworn to before me and signed in my presence this 4th day of Nov. 1903.

Frank R. Davis, Justice of the Peace.

8745 Entry

8745 Reply.

Isaac Priest

vs.

Court of Common Pleas, Union County, Ohio.

J. M. Stinhoff.

Plaintiff replies to defendants second defense set up in his answer filed herein, and admits, That on and after the 4th day of March, 1903, the defendant was the sole owner by purchase from the plaintiff of his interest therein, of both said Thresher and said Corn shredder as alleged in said cause of action. Plaintiff further admits, that he and the said defendant were indebted to the said Safety Shredder Company on the promissory note described in said second defense, as alleged, & further admits that said note and the interest thereon was paid by the defendant (as he was bound to do by his contract) and before the commencement of this action. The plaintiff denies each and every other allegation set up in said second ground of defense in said answer, and he asks judgment as he has asked in his petition. Porter & Porter, attys. for Plaintiff.

Isaac Priest, the plaintiff herein, being sworn, makes oath and says that the facts stated in the foregoing reply are true as he believes. Isaac Priest.

Sworn to by said Isaac Priest, before me and signed by him in my presence this 14" day of January A.D. 1904.

(Seal)

E. W. Porter, Notary Public
Union County, Ohio.

8745 Isaac Priest.
Entry Vs.
J. M. Sturhoff. Court of Common Pleas, Union County, Ohio.
Jan. 21st 1904.

This day came the parties by their attorneys; also came the following named persons as Jurors, to wit:- George Raymond, Arthur Webb, Ray Blue, Edward Leonard, George R. Gunn, Fred Hile, George J. Barber, Uriah Cahill, Max Chapman, Samuel Church, Howard Vosbury, and Wm. Longbrake, who were duly impanelled and sworn according to law; and thereupon this cause came on for hearing upon the pleadings and the evidence. And the said Jury having heard all the testimony adduced in this cause, 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 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 One hundred and fourteen and 4/100 Dollars ($114.04)."

Dated, Jan'y 21st 1904. Geo. R. Gunn, Foreman.

8745 Isaac Priest.
Entry Vs.
J. M. Sturhoff. Court of Common Pleas, Union County, Ohio.
Jan 27th 1904.

The Jury having on a former day of this Term, in this action rendered a verdict for the plaintiff, and assessed his damages at $114.04, and no motion for a new trial having been made: It is therefore considered by the Court, that the said plaintiff recover from the said defendant, the said sum of $114.04 together with his costs herein expended.

Attest:- Chas. C. Pearsonwood, Clerk.
By Milton Haines, Sheriff.

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 Flow, Judge of the said Court at the January Term 1904. Be it remembered that heretofore on the 25" day of Sept. 1903, the following petition was filed with the Clerk of said Court to wit:

8241 Petition

Mary Rogers, Edgar Rogers, Charley W. Rogers, and Sarah Belle Rogers, Plaintiffs
Vs.
Milo L. Myers, as Executor of the estate of Joseph C. Rogers, deceased, Defendant.

In Court of Common Pleas, Union County, Ohio.

Now come the plaintiffs and for their cause of action say, that on the 9th day of September, 1903, Joseph C. Rogers late of Union County, Ohio, died leaving the plaintiff Mary Rogers, his widow and the plaintiffs Edgar Rogers, Charley W. Rogers and Sarah Belle Rogers as his only children and heirs at law.

That on the 18th day of September, 1903, a certain paper writing purporting to be the last will and testament of the said Joseph C. Rogers, bearing date of the first day of July, 1902, was presented to and admitted to probate by the Probate Court of this County and recorded in Vol. Page of the Records of Wills in said Court, and letters testamentary thereon were issued to the defendant, Milo L. Myers, as sole Executor thereof, who thereupon qualified. By the terms of said paper writing the plaintiffs Mary Rogers, Charley W. Rogers and Sarah Belle Rogers are made the sole beneficiaries of said Joseph C. Rogers.

Said paper writing is not the last will and testament of said Joseph C. Rogers, but the said Joseph C. Rogers at the date of said paper writing was not of sound mind and memory but by reason of age and protracted sickness and pain was mentally incapacitated from making a will or a proper distribution of his property. Wherefore the plaintiffs pray that an issue may be made up as to whether said paper writing is the last will and testament of said Joseph C. Rogers and that the same may be set aside and for such other relief as may be proper.

McCrory & Cameron, Attys. for Plaintiffs.

8241 Entry

State of Ohio, Union County ss:

Edgar Rogers being first duly sworn says that the facts stated and allegations made in the foregoing petition are true as he verily believes.

Ed Rogers.

Sworn to before me and signed in my presence this 25" day of September A.D. 1903.

Richard L. Cameron,
Notary Public, Union County, Ohio.

(Seal)

8241 Entry

8241 Waiver.

8241 Answer.

8241 Waiver. I hereby enter my appearance in the above case and waive the issuing of summons and proceed. Milo L. Myers, Executor &c.

8241 Answer. Mary Rogers et.al. vs. Milo L. Myers Ex. &c. Court of Common Pleas, Union County, Ohio.

The defendant answers to the petition of the plaintiffs filed herein and admits:

1:- That on said 9th day of September, 1903, said Joseph C. Rogers late of Union County, Ohio, died as alleged in plaintiff's petition leaving the said plaintiff Mary Rogers, his widow, and the plaintiffs Edgar Rogers, Charley W. Rogers and Sarah Belle Rogers as his only children and heirs-at-law.

2:- Said defendant admits further, that on said 18th day of September, 1903, a certain paper writing purporting to be the last will and testament of the said Joseph C. Rogers, bearing date of the first day of July, 1902, as alleged was presented to, and admitted to probate by the Probate Court of this County, and was recorded by said court, and letters testamentary thereon were issued to said defendant, Milo L. Myers, as sole Executor thereof, who thereupon was qualified as alleged in said petition.

3:- Said defendant also admits that by the terms of said paper writing, the plaintiffs, Mary Rogers, Charley W. Rogers and Sarah Belle Rogers, are made the sole beneficiaries of the said Joseph C. Rogers, as alleged in said petition.

Said defendant further answering says, that said paper writing was the last will and testament of said Joseph C. Rogers, deceased.

And defendant denies each and every other allegation of said petition, not herein specifically admitted to be true.

Porter & Porter, Attys. for Defendant

Milo L. Myers, the defendant herein, being sworn, as such Executor as aforesaid, makes oath that the facts stated in the foregoing answer are true as he believes. Milo L. Myers.

Sworn to by said Milo L. Myers before me, and signed by him in my presence this 29th day of December, A.D. 1903.

(Seal) E. N. Porter Notary Public.

8241 Entry. Mary Rogers, et.al. vs. Milo L. Myers, Ex. Court of Common Pleas, Union County, Ohio. Jan. 4th 1904.

This day the Court grants leave for defendant to file answer and the same was filed.

8241 Entry. Mary Rogers, et.al. vs. Milo L Myers, Ex. Court of Common Pleas, Union County, Ohio.

This day this cause was settled by the parties by agreement.

8241 Entry

Mary Rogers et al
vs.
Milo L. Myers. Ex.

Court of Common Pleas Union County, Ohio.
Feb. 16" 1904

Now comes the peaintiffs herein by their Attorneys, James E. Robinson and D. W. Ayers, and dismiss this action generally, at defendants costs. And it is agreed by all parties hereto that said costs be paid out of the estate of Joseph C. Rogers, deceased,.

Attest: Chas. C. Penhorwood, Clerk,
By Milton Haines, Deputy.

6069.

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Court at the March Term. 1903. Be it remembered that heretofore to wit, on the 18th day of March, 1903 the following Transcript was filed with the Clerk of said Court to wit:-

6069. Richardson & Dickinson, Plaintiff.
vs.
Charles N. Brooks &
William Wellwood, Defendants.

Before Tracy Hicks, J.P.

of Washington Township, Union County, Ohio. March 12" 1903. The plaintiffs filed their Bill of Particulars, said bill of particulars being in substance as follows:-

$80.00 Mt. Victory, Ohio, Oct. 1st 1901.

On or before Nov. 1" 1902, after date, We promise to pay to the order of Eli Martin, Eighty Dollars with int. at 6 per cent per annum from March 1" 1902, payable at Mt. Victory Bank. Interest paid till March 1" 1903.

Charles N. Brooks.
William Wellwood.

March 12" 1903. I issued a summons for the defendants to appear and answer said action on the 16th day of March, 1903 at one o'clock P.M. and delivered the same to G.O. Bonham, Constable who made report as follows: Rec'd this writ March 12" 1903, and on same day served it on defendants by leaving a certified copy thereof at the residence of Charles N. Brooks and by service on Wellwood, copy personally Fees: $1.15 G.O. Bonham, Const. March 16" 1903, one of the defendants William Wellwood appeared at the time required by the writ and confessed his indebtedness to the plaintiffs in sum as shown by bill of particulars and ordered judgment accordingly. Therefore it is considered and adjudged by me, that the plaintiffs recover of the defendants the sum of Eighty dollars debt and int. at 6% from March 1" 1903 until paid. Also their costs taxed herein at $4.25 and costs and interest that may accrue.

Tracy Hicks, J.P.

March 18" 1903, I issued Execution for amt. of judgment and costs and delivered same to G.O. Bonham Constable. Tracy Hicks, J.P.
Execution returned and filed. Found no property out of which to make levy. Fees: $1.15 G.O. Bonham, Constable.

The State of Ohio, Union County, Washington Township ss:
I the undersigned, a Justice of the Peace in and for said County and Township, hereby certify that the within is a full and true copy of the records of the proceedings in the above action, had by and before me, at my office in said Township, and of the costs in said case, as the same appear of record on my docket D. page 76.

March 16" 1903. Tracy Hicks, Justice of the Peace.

Execution on Transcript. 6064.

The State of Ohio. Union County ss:-

To the Sheriff of said County, Greeting:

You are hereby commanded that of the goods and chattles in your County of Charles W. Brooks and William Wellwood, you cause to be made the sum of Eighty Dollars and six & 45/100 Dollars costs of suit, which by the judgment of Tracy Hicks a Justice of the Peace within and for said County on the 16" day of March A.D. 1903 Richardson & Dickinson, Plaintiffs recovered against the said Chas. W. Brooks and William Wellwood, Defendants as appears by the Transcript of said judgment filed and entered upon the Execution Docket of the Court of Common Pleas of said County on the 18" day of March A.D. 1903 with interest thereon at 6 per centum from Mar. 16. 1903 until paid, and also the increase costs and accruing costs hereon; and also the defendant's costs of suit endorsed hereon; and for want of goods and chattles you cause the lands and tenements in your County of the said Charles W. Brooks and Wm. Wellwood to be sold for cash, and have that money before the said Court of Common Pleas, within sixty days from the date hereof, to render unto the said Richardson & Dickinson, and have you then there this writ, with your doings under the same duly endorsed thereon. Witness my hand and the seal of said Court this 18" day of Mar. A.D. 1903. Chas. C. Senhorwood, Clerk

(Seal) By Milton Haines, Deputy.

Appraisal

Sheriff's Return.

Received this writ March 20" A.D. 1903 at 8 o'clock A.M. and pursuant to its command, I did on March 20" 1903 levy upon the following chattles as the property of C. W. Brooks:- 1 black horse, about 10 years old. 20 shocks of fodder, 30 shock corn, and placed the same in the custody of William Wellwood. And also all the interest of C. W. Brooks in the following described real estate, situated in the County of Union, in the State of Ohio, and in the Township of Washington, bounded and described viz: and known as being part of lot No. 5 of Duncan Wrights subdivision, survey No. 12112, Beginning at a stake in the North line of lot No. 5 and corner to a 5 acre lot owned by A. M. Elliott. Thence with said South line, N. 79½° E. 18,40 poles to a stake and corner to a lot of 16 acres of land owned by Julia M. Reams: Thence N. 10½° W. 100 poles to a stake in the North line of said Lot No. 5. Thence S. 79½° W. 26.40 poles to a stake and corner to Mary C. Baldwins. Thence S. 10½° E. 80.25 poles to a stake in A. M. Elliott's N. line. Thence N. 79½° E. 8 poles. Thence S. 10½ E. 20 poles to the place of beginning, containing 15 acres of land. A road 20 ft. wide along the North line is reserved to sled for the benefit of a 16 acre lot, owned by Julia M. Reams as long as it is used for that purpose, also the following described land adjacent, being a part of Lot No. 5, Duncan & Wrights subdivision of survey No. 12112, Beginning at a stake in the center of the Mc Creary Road, where the same crosses the South line of said survey S. 79½° E. 80, 3-36 poles to a stake. Thence N. 10½° W. 20 poles to a stake. Thence on a parallel with the South line of said survey, 40 poles. Thence S. 18 poles and 8 feet to a stake. Thence parallel with the South line 63 poles to the center of said Mc Creary Road. Thence with

the center of said road 25 feet to the beginning. containing 5 acres, and 95 rods of land. Deed Record Vol. 84, Page 228. And afterward on the 7th day of April, 1903, having advertised the time and place of selling said chattles (for the period of ten days previous to the time of selling) in the Richwood Gazette, offered for sale at public auction said chattles, Whereupon William Millwood having bid the highest and best bid, the chattles were struck off to him for the following prices: 1 black horse $31.00, 20 shocks of fodder, $1,00 for 30 shocks of corn @ 20 $,00 Total $38,00 Afterwards having advertised said real estate for a period of 30 days preceding the day of sale, on the 9th day of May, 1903, offered same at public auction at the North door of the Court House in Marysville, Ohio, and thereupon came William Millwood who bid the sum of $2.67 per acre or $549 and he being the highest and best bidder and having bid more than two thirds of the appraised value was declared the purchaser. Fees $9,43 Appraisers fees 3,00 S. F. Dunham, Sheriff.

Appraisal

We the undersigned, disinterested freeholders and residents of Union County and State of Ohio, having been duly summoned and sworn by Allen Hankes, Deputy Sheriff of said County, impartially to appraise upon actual view, the interest of C. N. Brooks in the following described lands and tenements, which is one years lease from April 1st 1903, to April 1st, 1904, Situated in the County of Union in the State of Ohio, and in the Township of Washington and bounded and described as follows viz:- and known as being a part of Lot No. 5 of Duncan Wrights subdivision survey No. 12112, beginning at a stake in the North line of said Lot No. 5 and corner to a 5 acre lot owned by A. M. Elliott: Thence with said South line N. 79½° E. 18 49/100 poles to a stake and corner to a lot of 16 acres of land owned by Julia M. Reams: Thence N. 10½° W. 100 poles to a stake in the North line of said Lot No. 5. Thence S. 79½° W. 26 49/100 poles to a stake and corner to Mary E Baldwin's Thence S. 10½° E. 80 25/100 poles to a stake in A. M. Elliott's North line, Thence N. 79½° E. 8 poles, thence S. 10½° E. 20 pole. to the place of beginning. Containing 15 acres of land. a road 20 ft. wide along the North line is reserved to and for the benefit of a 16 acre lot owned by Julia M. Reams as long as it is used for that purpose, Also the following described land adjacent being a part of Lot No. 5 Duncan & Wright subdivision of Survey No. 12112, beginning at a stake in the center of the Mc Cray Road where the same crosses the South line of said survey S. 79½° E. 103.36 poles to a stake Thence N. 10½° W. 20 poles to a stake; Thence on a parallel with the South line of said survey, 40 poles: Thence S. 18 poles & 8 feet to a stake, Thence on a parallel with the South line 63 poles, to the center of the Mc Cray Road: Thence with the center of said road 25 ft. to the place of beginning, containing 5 acres & 95 rods

of land, to be sold on an execution issued from the Court of Common Pleas of said County, in the action of Richardson & Dickinson Plaintiffs, against C. N. Brooks et al. Defendants, do forthwith after actual view of said premises, make return and say, that the same are of real value in money of $4.00 per acre. Given and our hands and seals this 7th day of April, 1903.

H. E. Gray (Seal)
F. J. Foreman (Seal)
Charles L. Bowen (Seal)

State of Ohio, Union County } I hereby certify that the within named appraisers H. E. Gray, F. J. Foreman and Charles L. Bowen are freeholders and residents of said County, and were duly summoned by me to appraise the within described premises. This 7th day of April, 1903.

S. F. Burnham Sheriff
By Allen Haines Deputy

Notice 6069.

Richardson & Dickinson
vs.
C. N. Brooks et al.

Court of Common Pleas Union County, Ohio.
On Execution on Transcript.

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 William Nellwood farm 3 miles West of Byhalia, Ohio, on Tuesday April 7th, 1903 at or about the hour of one o'clock P. M. on said day, the following described chattles as the property of C. N. Brooks to wit: One black horse, about 10 years old, 20 shocks of corn fodder, 30 shocks of corn. Terms of sale cash.

S. F. Burnham, Sheriff of Union Co. Ohio.

Proof. 6069.

State of Ohio, Union County } ss:- I, Geo. N. Worden, publisher of the Richwood Gazette being duly sworn, say that the notice hereto attached was published in the Gazette on the 26th day of March, 1903, and continued therein 2 consecutive weeks during all which time said newspaper was printed and in general circulation in said County.

Fees: 4.80

Geo. N. Worden,

Sworn to and subscribed before me this 4th day of April, 1903.

(Seal) fee: 25¢

J. H. Millar, Notary Public.

Notice 6069.

Richardson & Dickinson.
vs.
C. N. Brooks, et al.

Court of Common Pleas, Union County, Ohio.
On Execution.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday May 9th 1903, at or about the hour of 1 o'clock P. M. on said day, the interest of C. N. Brooks consisting of lease for one year from April 1st 1903 to April 1st 1904 in the following described real estate to wit:- here follows description for which see Sheriff's Return on Execution, page 424) appraised at $4.00 per acre. Terms of sale cash.

S. F. Burnham,
Sheriff, Union County, Ohio.

State of Ohio. } ss: The undersigned being duly sworn, says that a copy
Union County } of the annexed Notice was published for 3 consecutive
weeks in the Marysville Tribune a newspaper of general
circulation in the County of Union, the first publication beginning
with April 8th 1903. H. A. Shearer.
Sworn to and subscribed before me, this 13th day of May 1903.
(Seal) Printer's fees: $7.00 Chas. C. Penhorwood, Clerk.

Lis. 6069 Entry

Richardson & Dickinson
vs. Court of Common Pleas, Union County, Ohio.
C. W. Brooks et. al. June 15th 1903.

This day this cause came on to be heard upon the return of the Sheriff of the sale of the chattles and real estate under the former order of this Court, and on motion to confirm the same; and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been 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. It is further ordered that a writ of possession be awarded to put the purchaser of the real estate sold by the Sheriff in this action in possession of said premises.
And the Court coming now to distribute the proceeds of said sale of Chattles and real estate amounting to $97.98, It is ordered that the Sheriff out of the money in his hands pay:-
First: The costs of this action taxed at $6.95
Second:- The balance of the proceeds of said sale amounting to $36.03 be applied on the plaintiffs' claim including interest to this day of $81.86,

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the September Term 1903. Be it remembered that heretofore to wit, on the 17th day of Aug. 1903. the following petition was filed with the Clerk of said Court to wit:-

8770 Petition

Leonard Scholler, Plaintiff,
vs.
Mary Scholler, Defendant.

Court of Common Pleas, Union County, Ohio

8770. Entry.

The plaintiff says that he has been a resident of the State of Ohio for more than a year last past, and is now a bona-fide resident of said County
That on the 27th day of November, 1895 he was married to the defendant at Delaware County Ohio.
Plaintiff says that he has always been a kind and dutiful husband but that notwithstanding his love and affection for his wife, she on or about July, 1902, at the Delaware House in the City of Delaware, Ohio, committed adultery with one H. E. Malone and at frequent times since at the house of a colored woman by the name of Anna Leaf. Also on or about three months prior to the filing of this petition, defendant committed adultery with said H. E. Malone, at the house of one Mrs. Grunbach at the City of Delaware Ohio, and frequently at other times and places to the plaintiff unknown.
No children resulted from said marriage.
Plaintiff therefore prays for a complete divorce from the defendant each party released from the obligations thereof, and for all proper relief in the premises.

Leonard Scholler,
By J. M. Kennedy, his Atty.

8770 Precipe

To the Clerk of the Court:- Issue summons and copy of the written petition, directed to the Sheriff of Delaware County, Ohio. for Mary Scholler endorsed:" Divorce prayed for.

J. M. Kennedy, Atty. for Pltff.

8770 Summons

On the 17th day of Aug. 1903. the following summons was issued to wit:-
The State of Ohio. Union County ss.

To the Sheriff of the County of Delaware,
you are commanded to notify Mary Scholler, that Leonard Scholler, has filed in the Office of the Clerks 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 adultery, 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 31st day of Aug. A.D. 1903. Witness my

hand and the seal of said Court at Marysville this 17th
day of Aug. A.D. 1903. (Seal) Chas. C. Pemberwood, Clerk

Sheriff's Return.

Received 7 o'clock a. M. on the 19th day of August A.D. 1903. and
on the 20th day of August, A.D. 1903, I served the same upon the
defendant by handing to her a true copy thereof, together
with a certified copy of the petition in this case.

Fees: 9.47. A. C. Williamson Shff. Del. Co. O.

8220. Leonard Schoeller,
Entry. vs. Court of Common Pleas, Union County, Ohio.
Mary Schoeller. Oct. 6th, 1903.

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

1st:- That said plaintiff was a bona-fide resident of Union
County, Ohio.

2nd:- That the parties were married as stated in the petition.

3rd:- That the defendant was guilty of adultery as charged
in the petition, and that due service of summons had
been made on her. It is therefore adjudged and decreed
by the Court, that said plaintiff have a complete di-
vorce from the defendant, and each party restored to
all their rights in the premises, and the plaintiff to
pay the costs herein, taxed at $,

Attest:- Chas. C. Pemberwood, Clerk.
By Milton Haines, 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 the said Court, at the September Term, 1903. Be it remembered, that heretofore to wit, on the 4th day of June, 1903, the following petition was filed with the Clerk of said Court to wit:—

8196 Petition

Sarah Scott, Plaintiff
vs. Court of Common Pleas, Union County, Ohio.
John Scott, Defendant.

Plaintiff 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. On or about the 29th day of September, 1878 at said County of Union, she was married to the defendant. One child, a boy named Charley Scott was born of said marriage, and said child died when about ten years old.
The defendant has in disregard to his marital duties for more than three years last past been wilfully absent from plaintiff.
Wherefore plaintiff prays that she may be divorced from the defendant and such other relief as is proper. Sarah her + mark Scott
J. B. Cole, Atty. for Plaintiff.

8196 Precipe.

To Clerk:- Issue summons in the above entitled case & copy of petition to Sheriff of Logan Co. Endorsed "Gross neglect."
J. B. Cole, Atty. for Plaintiff.

8196 Summons.

On the 17th day of June, 1903, the following summons was issued to wit:
The State of Ohio, Union County ss:-

To the Sheriff of the County of Logan, You are commanded to notify John Scott, that Sarah Scott has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, (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 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 29th day of June A.D. 1903.
Witness my hand and seal of said Court at Marysville, this 17th day of June, A.D. 1903.
Chas. C. Penhorwood, Clerk.
(Seal)
By Milton Haines, Deputy.

Sheriff's Return.

Received 10 O'clock A. M. on the 18th day of June A.D. 1903, and on the 24th day of June A.D. 1903, I served the same upon the defendant by leaving at the usual place of residence of John V. Scott, a true copy thereof, together with a certified copy of the petition in this case.
Fees: $3,17
R. S. Steer, Sheriff
Logan Co. O.

8196 Entry

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8196.
Entry

Sarah Scott,
vs.
John V. Scott.

Court of Common Pleas, Union County, Ohio.
Oct. 16th 1903.

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer, and find that the allegations thereof are confessed by him to be true.
The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, And that the parties hereto were married as in said petition set forth.
The Court further find upon the evidence adduced that the defendant has been guilty of wilful absence, and that by reason thereof, the plaintiff is entitled to a divorce as prayed for, It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Sarah Scott and John V. Scott be, and the same hereby is dissolved and both parties released from the obligations of the same; and that the plaintiff pay the costs in the case.

Attest:- Chas. C. Penhorwood, Clerk,
By Milton Haines 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 the said Court at the January Term 1904. Be it remembered that heretofore to wit, on the 16 day of September, 1903, the following petition was filed with the Clerk of said Court to wit:-

8240. Petition

F. W. Simons, Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Jennie Simons, Defendant.

Now comes the plaintiff and for his cause of action says, that he is a bona-fide resident of the County of Union and has been a resident of the State of Ohio for the year last past.
That he and the defendant were married at Marengo, Morrow County, Ohio, on day of September, 1888, and there has been no issue born of said marriage.
That the defendant has been guilty of gross neglect of duty in that she neglected to attend to her household duties and was absent from home a great deal in the last three years, said defendant failed to do the cooking for this plaintiff, and failed to look after the household duties as a good wife should, so that this plaintiff was compelled to take his meals and board from home, or go without. The said neglect was continuous for the last three years and the last year the defendant has absented herself entirely from the plaintiff; that the defendant has refused to cohabit with this plaintiff for the last three years; that the plaintiff conducted himself as a husband should and properly provided the defendant with all the necessaries and even luxuries of life.
Plaintiff is the owner of Lot No. 213, Appleton's addition to the Village of Richwood, Ohio.
Wherefore; Plaintiff prays that he be divorced from the defendant and for all further and proper relief. H. V. Spicer, Atty. for Plaintiff.
State of Ohio, Union County ss:
F. W. Simons being duly sworn, says that the facts and allegations made in the above pleading are true as he verily believes.
F. W. Simons.
Sworn to and subscribed before me this 16th day of September, 1903.
(Seal)
H. V. Spicer, Notary Public.

8240 Affidavit

State of Ohio, Union County } ss: F. W. Simons being duly sworn says that the usual residence of the defendant, Jennie Simons, in the foregoing cause of action is unknown and it can not with reasonable diligence be ascertained, and that he has used reasonable diligence to ascertain the same. F. W. Simons.
Sworn to and subscribed before me this 16th day of September, 1903
(Seal)
H. V. Spicer, Notary Public.

8240 Legal Notice

Jen... has fil... St... ma... has atte... refu... To... to b... fro... afte... Ste... of t... Sup... wh... tio... Sev...

8240. Entry.

Jen... ber... ap... pet... pla... Ste... tin... pa... Th... gro... en... ad... be... hu... leg... be... m... co... of...

8240
Legal Notice

F. N. Simons, Plaintiff.
vs.
Jennie Simons, Defendant.

Court of Common Pleas, Union County, Ohio.

The defendant will take notice that the plaintiff has filed his petition in the said court alleging that he is a bona fide resident of the County of Union and has been a resident of the State of Ohio for the year, and that the plaintiff and defendant were married at Marengo, Ohio, day of September, 1888, that defendant has been guilty of gross neglect of duty so that she neglected to attend to her house-hold duties for three years last past and refused to co-habit with plaintiff for three years last past. That plaintiff is the owner of Lot No. 213 in Population's addition to the Village of Richwood, Ohio. Wherefore plaintiff prays for divorce from defendant, and that the case will stand for hearing on and after six weeks from the first publication hereof. F. N. Simons, Plaintiff.

State of Ohio, Union County ss: I, George W. Worden, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 17th day of Sept. 1903 and continued therein, six consecutive times, during all which time said newspaper was printed and in general circulation in said County.

Geo. W. Worden,

Sworn to and subscribed before me this 30th day of Dec. 1903.

(Seal)

H. V. Spiders Notary Public

8240.
Entry.

F. N. Simons.
vs.
Jennie Simons,

Court of Common Pleas, Union County, Ohio.
Jan. 8th 1904.

Now comes the plaintiff and the defendant having been legally summoned by publication, and having failed to appear, the Court find her in default for answer or demurrer to said petition. The Court also finds from the evidence adduced, 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 that the defendant has been guilty of gross neglect of duty, and that by reason thereof, the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said F. N. Simons & Jennie Simmons be, and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the defendant be barred of all claims, title or interest by dower or otherwise in Lot No. 213 in Population's addition to the Village of Richwood, owned by the plaintiff: and that the plaintiff pay the costs of this proceeding.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 Dodd Judge of the said Court at the January Term, 1904. Be it remembered that heretofore to wit, on the 10th day of September, 1903, the following petition was filed with the Clerk of said Court to wit:-

8236 Petition

Rose Smith, Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Daniel Smith, Defendant.

The plaintiff says:- That she has been a resident of the State of Ohio for the year last past, and is now a bona-fide resident of Union County. That on the 25th day of January 1903 she was married to the defendant. On the 26th day of January A.D. 1903, the defendant abandoned the plaintiff, and she has never seen him since. Nor has the said defendant before or since their said marriage provided any means of any kind to maintain the plaintiff but has left her entirely to provide for herself from her own resources and means.

The plaintiff is the owner of and possessed of the following real estate in the Village of Marysville, Ohio to wit:- Inlot No. 404 in the Village of Marysville, Ohio.

Wherefore the plaintiff prays that she may be divorced from the defendant and restored to her former name of Rose Mosteller, and that she may be decreed to have and hold said real estate free from and wholly divested of the marital interests of the said defendant.

D. N. Ayers, attorney for Plaintiff.

State of Ohio, Union County ss: Rose Smith being first duly sworn says the facts stated and allegations contained in the foregoing petition are as she believes true.

Rose Smith

Sworn to before me and signed in my presence this 10th day of September 1903.

(Seal)

Chas. C. Penhorwood, Clerk.

8236 Affidavit

Rose Smith,
vs. Court of Common Pleas, Union County, Ohio.
Daniel Smith,

State of Ohio, Union County ss:

D. N. Ayers, being first duly sworn says he is the attorney of the above named plaintiff. That this action is brought against the defendant, Daniel Smith in this Court for divorce according to the statutes in such cases made and provided. That the residence of the defendant is unknown, and that the plaintiff has been unable to ascertain the same after the exercise of reasonable diligence; for that reason service of summons and copy of the petition cannot be made in this State. Nor is the plaintiff able to mail a copy thereof the defendant's place of residence.

D. N. Ayers

Sworn to before me and signed in my presence this 10th day of Sept. 1903.

(Seal).

Chas. C. Penhorwood, Clerk.

8236 Legal Notice

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8236 Entry

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8236
Legal Notice

Rose Smith
vs.
Daniel Smith.

Court of Common Pleas, Union County, Ohio.

Daniel Smith whose place of residence is unknown, will take notice that the plaintiff Rose Smith has filed her petition in the Court of Common Pleas, praying for a divorce from the said defendant, Daniel Smith, and that the defendant may be divested of his marital interest in the real estate of the plaintiff to wit: Inlot No. 404, in the Village of Marysville, O., and that the same will be for hearing on and after six weeks of and from this notice.

Rose Smith.

The State of Ohio, Union County, } ss. Personally appeared before me, John H. Shearer and made solemn oath, that the notice, a copy of which is hereto attached was published for six consecutive weeks on and next after Sept. 16th, 1903, in the Marysville Tribune, a newspaper of general circulation in the County aforesaid.

John H. Shearer.

Sworn to before me and signed in my presence this 4th day of Jan, A.D. 1904. (Seal)

Walton Haines, Deputy Clerk.

8236
Entry

Rose Smith.
vs.
Daniel Smith.

Court of Common Pleas, Union County, Ohio.
January 4th 1904.

Now comes the plaintiff and the defendant having been duly served by publication, and having failed to appear, the Court finds him in default for answer and demurrer to said petition, and on consideration of the evidence 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, was at that time a bona-fide resident of the County of Union, and that the parties hereto were married as in said petition set forth.

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

It is therfore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Rose Smith and Daniel Smith, be, and the same hereby is dissolved, and both parties are released from the obligations of the same. And the Court finds that the plaintiff is the owner of the following described real estate not heretofore disposed of to wit:- The West one half of Inlot No. 404, in the Village of Marysville Ohio; and the same is hereby restored to her divested of all and every claim, title, and interest by curtesy or otherwise of her said husband. It is further ordered that the petitioner be, and she hereby is, restored to her maiden name of Rose Hostetler; and that she pay the costs of this action taxed to $

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 Row, Judge of the said Court at the January Term, 1904, Be it remembered that heretofore to wit, on the 18th day of January 1904, the following petition was filed with the Clerk of said Court to wit:

Petition 8277.

The Union Banking Co, Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Robert W. Thompson &
Josephine Thompson, Defendants.

The plaintiff says that it is a duly Incorporated Banking Company under the laws of Ohio, doing business at Marysville, Ohio, That this action is founded upon a promissory note, of which the following is a copy with all the credits and endorsements thereon:

$866.22. Marysville O, July 5th 1902,

Twelve months after date, for value received, we or either of us promise to pay to the Union Banking Company or order at the Banking House of said Company, at Marysville, Ohio, Eight hundred and sixty six 22/100 Dollars, with interest at 6 per cent after maturity and 6% from date, and we hereby authorize any Attorney at Law to appear for us or either of us in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us or either of us and confess judgment in favor of the said The Union Banking Company against us or either of us for the amount that may be due and costs of suit; and to waive and release all errors in said proceedings, petition in error, and the right of appeal from the judgment rendered. Witness our hands and seals this 5th day of July A.D. 1903.

Robt. W. Thompson,
Josephine Thompson.

Endorsed, "Paid $48.00 interest on within by J.G.P. Trapp, ck.

There is due to plaintiff from the defendants on said note the sum of Eight Hundred and Ninty-nine 57/100 Dollars, which it claims with interest from the 18th day of January A.D. 1904, at 6 per cent per annum and for which, with costs of suit, it asks judgment against the defendants. The original note is attached to this petition.

J. H. Kinkade,
Atty. for Plaintiff.

The State of Ohio, } ss:- J. H. Kinkade, being sworn, says that he is the Union County } Attorney for the above plaintiff, a Corporation in possession of note, and that the facts stated and allegations in said Petition are, as affiant believes true.

J. H. Kinkade,

Sworn to before me and signed in my presence this 18th day of January, A.D. 1904.
(Seal)

Chas. C. Penhorwood, Clerk.

8277 Answer.

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8277 Entry

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8777
Answer.

The Union Banking Co.
vs. Court of Common Pleas, Union County, Ohio.
Robt. N. Thompson et al.

The defendants, Robert N. Thompson, and Josephine Thompson, by Jas. E. Robinson, Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrants of Attorney embraced in the note sued on in this suit, and which note with the accompanying Warrants of Attorney so produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters their appearance herein; and said defendants by Jas. E. Robinson said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the plaintiff on the said note in manner and form as the plaintiff has in its petition set forth and that the amount due upon said indebtedness at this day is the sum of Eight hundred and Ninty-nine 53/100 Dollors, bearing interest at 6 per cent per annum, and therefore, for that sum with interest from January 18" 1904, at 6 per cent, per annum, and accruing costs, confess judgment in favor of the plaintiff, and waives and releases all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein. James. E. Robinson, attorney for Defendants.

8777
Entry

The Union Banking Co.
vs. Court of Common Pleas, Union County, Ohio.
Robt. N. Thompson et al.

This day came the plaintiff by J. H. Winkade, its attorney and filed its petition against said defendants, and thereupon Jas. E. Robinson an attorney at law, of this Court, by virtue of a warrant of attorney for that purpose duly executed by said defendants, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, acknowledged that said defendants did owe and were indebted unto the plaintiff as it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff on said indebtedness, the sum of $899.53 bearing interest at 6% per annum and that said plaintiff ought to recover of said Defendants a judgment for that sum. It is therefore considered by the Court, here, that the said The Union Banking Co. Plaintiff do recover of the said Josephine Thompson, Defd. the sum of $899.53 so confessed, as aforesaid, with interest from Jan. 18" 1904. at 6% per annum and also costs in its behalf expended taxed at $. And by virtue of said Warrant of Attorney all errors in this action, judgment and proceedings and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 Kow, Judge of the said Court at the March Term A.D. 1904. Be it remembered that heretofore to wit, on the 20th day of February, 1904, the following petition was filed with the Clerk of said Court to wit:-

8283. Petition

Mount Victory Bank, Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
John H. Jennings.
Sarah Jennings 2nd
J. A. Rumer, Defendants.

Plaintiff says that on the 1st day of Sept. 1900, the defendants, John H. and Sarah Jennings, Executed and delivered a deed of mortgage conveying to J. A. Rumer, the following property situate in the Township of Washington, County of Union and State of Ohio, and in survey No. 7395, beginning at a stake in the center of the Marysville and Kenton Pike N. 33° E. 24½ feet from where the Essex and East Liberty Pikes Cross; Thence 44½° W. parallel with the said Essex and East Liberty Pike and with Elizabeth Moffit's S. line 67½, Thence S. 14 feet, Thence E. 67 feet to the center of said Marysville and Kenton Pike, Thence N. 33° W. with the center of said Pike, 24 feet to the place of beginning, containing in all, five poles more or less: to secure the payment of debt evidenced by Note of Sarah Jennings to the said J. A. Rumer of which the following is a copy, with all endorsements thereon. No. 7482.

$116,04 Ridgeway O. Sept. 1st 1900.

On or before the first day of May 1901, for value received I promise to pay J. A. Rumer, Ridgeway, Ohio, or order, One Hundred and sixteen and 4/100 Dollars, payable at the Mt Victory Bank with interest at 8% per annum. With current rate of exchange at interest from date at - per cent per annum until due, and 8% per cent after maturity, payable annually. The drawers and endorsers severally waive presentment for payment, protest and notice of protest & non-payment of this note. 40cts of U. S. R. Stamps. Sarah Jennings.

Said note bears the following endorsements on the back to wit:- Aug. 31st 01 Paid $9.28, J. A. Rumer.

That said mortgage deed contained the following conditions "Provided Nevertheless, that the said Sarah Jennings shall pay the following note at or before maturity, (here follows a substantial copy of the note copied as above) then these presents shall be void. That said mortgage deed was recorded in Vol. 44, page 341, Union County Records of Deeds, on the 4th day of Sept. 1900.

That on the day of before said note was due the said defendant, J. A. Rumer, assigned and transferred for a valuable consideration said note to the plaintiff and that said plaintiff now owns said note. That said note is now due and no payments have been made thereon except as herein above set forth and that said mortgage deed has become absolute.

Wherefore plaintiff prays judgment for $116,04 with interest

8283 Precipe

8283 Summons.

at 8% per cent per annum from the 1st day of Sept. 1901. against the said Sarah Jennings as maker of the note and against the said J. A. Rumer as indorser, and that said mortgage and may be foreclosed and sold and that out of the proceeds of said sale, the plaintiff be paid the said sum of $116.04 with interest as afore said and for costs. James E. Robinson, atty. for Plaintiff.

The State of Ohio, } ss: James E. Robinson being first duly sworn
Union County } says that he is the attorney for plaintiff, that plaintiff is a non-resident of the county of Union that this action is an action founded on a written instrument for the payment of money only and that he has said instrument in his possession, and that the facts stated and allegations made in the foregoing petition are as he verily believes true.

James E. Robinson.

Sworn to before me and subscribed in my presence this 20th day of February, 1904. (Seal) Chas. C. Penhorwood, Clerk.

8283 Precipe — To Clerk: Issue Summons to Sheriff of Union County for John H. Jennings, to Sheriff of Hardin Co. for J. A. Rumer, to Sheriff of Lucas County for Sarah Jennings returnable according to law.

James E. Robinson, atty. for Plaintiff.

8283 Summons. — On the 20th day of February, 1904, the following summonses were issued to-wit:

The State of Ohio, Union County ss:

To the Sheriff of Union County.

You are hereby commanded to notify J. A. Rumer that he has been sued by The Mount Victory Bank in the Court of Common Pleas of Union County and must answer by the 19th day of March A. D. 1904, or the 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 Feb. A. D. 1904. Witness my hand and the seal of said Court this 20th day of Feb. A. D. 1904. (Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received this writ Febry 20th A. D. 1904, at 1 o'clock P. M. and served same by personally handing to J. A. Rumer a true and certified copy of this writ, and his acknowledgment of same is shown below.

Fees: $4.40

S. F. Burkham, Sheriff.
By Allen Haines, Deputy.

Court of Common Pleas, Union County, Ohio.

Mt Victory Bank.

vs.

Sarah Jennings et al.

I hereby acknowledge service of the within summons and enter my appearance in the above case.

J. A. Rumer.

8283. Summons

The State of Ohio, Union County. } To the Sheriff of Lucas County: You are hereby commanded to notify Sarah Jennings that she has been sued by The Mount Victory Bank in the Court of Common Pleas of Union County and must answer by the 19th day of March A.D. 1904, or the 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 Feb. A.D. 1904. Witness my hand and the seal of said Court this 20th day of February A.D. 1904.

(Seal). Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received this writ Feby. 23rd A.D. 1904, and pursuant to its command on the 26th day of February, I summoned the within named defendant Sarah Jennings by delivering to her a true and certified copy of this writ with endorsements thereon.

Fees: $1.95

S. B. Chambers, Sheriff.
By J. C. Newton, Deputy.

8283. Summons.

The State of Ohio, Union County. } ss:- To the Sheriff of Union County:- you are hereby commanded to notify John H. Jennings that he has been sued by The Mount Victory Bank, in the Court of Common Pleas of Union County, and must answer by the 19th day of March A.D. 1904, or the 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 February A.D. 1904. Witness my hand and the seal of said Court this 20th day of February A.D. 1904. (Seal)

Chas. C. Penhorwood, Clerk

Sheriff's Return.

Received this writ Feby. 20th A.D. 1904, at 1 O'Clock P.M. and served same by personally handing to John H. Jennings a true and certified copy of this writ with all the endorsements thereon Feby. 26th 1904.

Fees: $3.17

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8283 Entry

The Mount Victory Bank.
Vs.
John H. Jennings et.al.

Court of Common Pleas, Union County Ohio.
March 28th 1904.

This day this cause coming on for hearing on the petition, the defendants each having been legally served with summons, and being in default for answer or demurrer thereto: and thereupon the Court find that the allegations thereof are confessed by them to be true. The Court further find that there is due the plaintiff from the defendant, Sarah Jennings, the maker and from J. A. Runner the endorser of the promissory note in the petition set forth, the sum of $139.93 with interest from this day at 6% per annum.

The Court further find that in order to secure the payment of the said promissory note, the defendant, Sarah Jennings and John H. Jennings, executed and delivered to the defendant, J. A. Runner their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded on the 4th day of Sept. 1900, in Vol. 44, page 341 of the Records of Mortgages

8283 Order of Sale.

of said Union County, 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 by the Court, that the plaintiff recover from the defendants, Sarah Jennings and J. A. Runner, the said sum of $139.93 with interest at 8% from this date, together with its costs herein expended. And it is further adjudged and decreed that unless the said defendants shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff herein, the sums so found due as aforesaid, with interest from this day at 8%, the defendant's equity of redemption be foreclosed, and said premises be sold. And that an order of sale issue to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

8283 Order of Sale.

The State of Ohio, } ss: To the Sheriff of said County, Greeting:
Union County. } Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 28th day of March, 1904, The Mount Victory Bank obtained a judgment and decree against John H. Jennings, Sarah Jennings and J. A. Runner for the sum of One hundred thirty nine & 93/100 Dollars. and Whereas it was then and there by said Court ordered, adjudged and decreed that the said Sarah Jennings et al. within 5 days from the 28th day of March, A.D. 1904, pay unto the said The Mount Victory Bank the said sum of $139.93 with 8% interest from the 28th day of March, 1904, 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 plaintiffs petition &c. And Whereas, the five days aforesaid have fully expired and the said sum of $139.93 and costs have not been paid, or any part thereof, as appears to us of record. We therefore command you, that you proceed without delay, to appraise, advertise and sell, according to the statutes regulating judgments and executions at law, the following lands and tenements, situate in Union County, Ohio to wit:- Ohw survey No. 7375 beginning at a stake in the center of the Marysville & Kenton Pike N. 38 E. 241½ feet from where the Essex and East Liberty Pike cross; thence 44½° W. parallel with said Essex and East Liberty Pike and with Elizabeth Moffitt's South line 67½; Thence S. 14 feet Thence E. 67 feet to the center of the said Marysville and Kenton Pike; Thence N. 33° W. with the center of said pike 24 feet to the beginning; containing in all about five poles more or less, We therefore command you that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judg-

ment and decree with costs and interest as specified therein: and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.
Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 11th day of April 1904.
(Seal) Chas. C. Penhorwood, Clerk.

8283. Sheriff's Return,

In obedience to the command of the order of sale hereto annexed, I did on the 19th day of April, 1904, summon John Hendricks, H. S. Staats and H. E. Gray, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards, on the 19th day of April, A.D. 1904, 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 $150.00. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, And on the 28th day of April, 1904 I caused to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 28th day of May A.D. 1904, at 1 o'Clock P.M. of said day, and having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit, 5 consecutive weeks; and in pursuance to said notice I did on said 28th day of May, A.D. 1904, at the time and place above mentioned, procead to offer said lands and tenements at public sale, and then and there came C. F. Haines, who bid for the same the sum of One hundred and forty five Dollars, and said sum being more than two thirds of the appraised value thereof, and said C. F. Haines 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 $145.00.
Fees: $9.94 Commissioners $3.00 S. F. Bumham, Sheriff.

Injunction 8283.

8283. Entry.

8783 appraised.

We the undersigned disinterested freeholders and residents of Union County, and State of Ohio, having been duly summoned and sworn by Allen Haines, Deputy Sheriff of said County, impartially to appraise upon actual view, the following described lands and tenements to wit:- An survey No. 7375 beginning at a stake in the center of the Marysville and Alton pike, N. 33° E. 241½ feet from where the Essex and East Liberty pike cross; thence 44½° W. parallel with said Essex and East Liberty Pike and with Elizabeth Moffitts South line 67½; thence S. 14 feet, thence E. 67 feet to the center of the said Marysville & Alton Pike; thence N. 33° W. with the center of said pike, 74 feet to the beginning, containing in all about five poles more or less, to be sold on an order of sale issued from the Court of Common Pleas of said County, in the action of The Mount Victory Bank, Plaintiff, against John A. Jennings et al, Defendants. do forthwith, after actual view of said premises, make return and say that the same are of the real value in money of One hundred

and fifty Dollars. Given under our hands and seals this 19th day of April, 1904.

John Hendricks (Seal)
H. S. Stamets, (Seal)
H. E. Gray (Seal)

State of Ohio, Union County: I hereby certify that the within named Appraisers, John Hendricks, H. S Stamets, and H. E. Gray are freeholders and residents of this County, and were duly summoned & sworn by me to appraise the with described premises, this 19th day of April 1904.

S. F. Burnham, Sheriff
By Allen Haines, Deputy.

Institution 8283.

The Mount Victory Bank
vs.
John H. Jennings et al.

Court of Common Pleas, Union County, Ohio.
An order of sale.

By virtue of the above stated writ, to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale, at the north door of the Court House in Marysville, Ohio, on Saturday May 28," 1904, at or about the hour of one o'clock P. M. on said day, the following described real estate to wit: Situated in Union County, Ohio to wit: (For description see appraisal) Appraised at $150.00.

S. F. Burnham, Sheriff of Union County, Ohio.

State of Ohio, } ss: Union County, }

I George H. Worden, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached, was published in the Gazette on the 28" day of April, 1904, and continued therein 5 consecutive times, and by 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 31" day of May, 1904.
Printer's fees, $15.00 (Seal)

S. A. McElfish, Notary Public.

8283. Entry.

The Mt. Victory Bank,
vs.
John H. Jennings et al.

Court of Common Pleas, Union County, Ohio.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court, on careful examination of the proceedings of said Sheriff, being satisfied that the same has been had in all respects in conformity to law, and the order 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 the said Sheriff convey to the purchaser, Caleb H. Warner by deed according to law the property so sold, to wit: (For description see appraisal) and the said purchaser is hereby subrogated to all the rights of the said lien-holders, in said premises, so far as they may be paid herein, for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the

mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio. And the Court coming now to distribute the proceeds of said sale, amounting to $145.00, it is ordered that the Sheriff out of the money in his hands pay,

I:- To the Treasurer of this County, the taxes penalty and interest against said property to wit, the sum of 66/100 Dollars,

II:- The Costs of this action, taxed at $54.40,

III:- To the plaintiff, the Mount Victory Bank, the balance of said money remaining in his hands to wit, the sum of 89.85 Dollars to be applied as a credit upon his judgment against the defendants, Sarah Jennings and J.A. Remer. And there still remaining due to the said plaintiff, The Mount Victory Bank, the sum of $52.08 it is considered that it recover the same from the defendants, Sarah Jennings and J.A. Remer, and Execution is awarded therefore.

Attest:- Chas. C. Penhorwood, Clerk,
By Milton Haines, Deputy.

8733
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 Honorable Duncan Dew, Judge of the said Court at the March Term, 1904. Be it remembered that heretofore to wit, on the 5th day of Sept. 1903, the following petition was filed with the Clerk of said Court to wit:-

8733
Petition

Anna M. Triplett, Plaintiff.
vs.
Court of Common Pleas, Union County, Ohio.
Lillian K. Spicer,
H. V. Spicer, John
Blair and Edmund Dilsaver, Defts.

The defendants, Lillian K. Spicer and H. V. Spicer are indebted to the plaintiff in the sum of One Thousand Dollars which she claims with interest thereon at the rate of six per cent per annum payable annually from the 4th day of Aug. A.D. 1900, on their certain joint and several promissory note, on which there are no credits or indorsements, of which the following is a true copy:

$1000 00

Richwood, August 4th 1900.

On or before five years after date, I promise to pay to the order of Anna M. Triplett, One Thousand Dollars at the office of Millar & Wagers. value received; with interest at 6 per cent per annum payable annually,

Lillian K. Spicer
H. V. Spicer.

Rev Stamp marked L.K.S. & H.V.S. 8-4-1900.

At the time of delivering said note and to secure the payment thereof, the said defendants executed and delivered to the plaintiff their certain mortgage deed conveying the following premises: Situated in the County of Union, in the State of Ohio, and in the Village of Richwood and bounded and described as follows; Being all of Lot No. (680) six hundred and eighty in Beem's addition to said village, as the same is designated and described on the recorded plat of said addition in the Recorder's office of said County, Containing about three acres of land.

Said mortgage contains the following condition: Should any interest installment remain due and unpaid for thirty days, then the whole amount of said note and accrued interest shall immediately fall due and be payable and the right of foreclosure thereon shall accordingly accrue; and by the breach of said condition as aforesaid, said mortgage has become absolute.

On the 6th day of August, 1900, at 1,10 o'clock P.M. said mortgage deed was duly left for record at the Recorder's office of said County of Union and was duly recorded in Vol. 36 at page 574, of the Record of Mortgages of said County.

The defendants, John Blair and Edmund Dilsaver claim some interest in or lien upon said premises; but plaintiff avers that whatever the nature of their claim, it is subsequent and subject to her said mortgage, and asks that they be required to set it up herein, or be forever enjoined from so.

doing. Wherefore plaintiff asks judgment against the defendants, Lillian K. Spicer and H. V. Spicer for the said sum of One Thousand Dollars and interest thereon as aforesaid, at the rate of six per cent per annum, payable annually, from the 4th day of August 1900; and that said premises may be sold and the proceeds applied to the payment of said judgment, and for all proper equitable relief.

John F. Millar, Attorney for Plaintiff.

State of Ohio, } ss: John F. Millar being first duly sworn, says
Union County } that the plaintiff to the foregoing petition, Anna M. Triplett is a non-resident of said County of Union, that he is her attorney duly authorized in the premises, and that the facts stated in the foregoing petition are as he verily believes true.

John F. Millar.

Sworn to before me, and subscribed in my presence by the said John F. Millar, this 5th day of Sept. 1903. (Seal) Chas. C. Penhorwood, Clerk.

8233. Precipe. To the Clerk of said Court: Issue summons in the above entitled action for the defendants therein named, directed to the Sheriff of Union County, returnable according to law.

John F. Millar Atty. for Plaintiff.

8233. Summons. On the 5th day of Sept. 1903 the following summons issued to wit:-

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

You are hereby commanded to notify Lillian K. Spicer, H. V. Spicer, John Blair and Edmund Dilsaver, that they have been sued by Anna M. Triplett in the Court of Common Pleas of Union County, and must answer by the 3rd day of Oct. A.D. 1903, 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 Sept. A.D. 1903.

Witness my hand and the seal of said Court, this 5th day of Sept. A.D. 1903.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriffs Return.

Received this writ Sept. 6th A.D. 1903 at 8 o'clock A.M. and served same by personally handing to H. V. Spicer and by leaving at the usual places of residence of Lillian K. Spicer, John Blair and Edmund Dilsaver, true and certified copies of this writ with all the endorsement thereon. Sept. 8th 1903.

Fees $4.01.

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8233 Order of Sale.

8233. Entry

Anna M. Triplett.
vs. Court of Common Pleas, Union County, Ohio.
Lillian K. Spicer, et al. Jan. 27th 1904.

This day this cause came on to be heard on the petition of the plaintiff and the answer and cross-petition of the defendants, Lillian K. Spicer, H. V. Spicer and Edmund Dilsaver. And the Court being fully advised in the premises, find that the defendants have been duly served with summons in this case; and that the defendant, John Blair is in default for answer and demurrer. The Court further find, that there is due the plaintiff from the defendants, Lillian K. Spicer and H. V. Spicer on the promissory

note set forth in the petition, with interest to this day, the sum of Twelve hundred and thirty 82/100 Dollars. The Court further find that in order to secure the payment of said note, the defendants, Lillian K. Spicer and H. V. Spicer, executed and delivered to the plaintiff their certain mortgage as in the petition described; that said mortgage was duly recorded in Volume 36, page 574, of the records of mortgages of Union County, and is a good and valid lien on the premises described in the petition; and that the conditions of said mortgage have been broken. It is therefore considered by the Court, that the plaintiff recover from the defendants, Lillian K. Spicer and Henry V. Spicer the said sum of $1230.72 and her costs herein expended, and it is further adjudged and decreed that unless the defendants, Lillian K. Spicer and H. V. Spicer shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff herein, the sum so found due as aforesaid, with interest from this day, the defendants' equity of redemption be foreclosed and said premises be sold; and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise, and sell said premises as upon execution and report his proceedings to this Court for further order.

8233 Order of Sale.

The State of Ohio, Union County } ss: To the Sheriff of said County, Greting:- Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 27th day of January, 1904, Anna M. Triplett obtained a judgment and decree against Lillian K. Spicer and H. V. Spicer for the sum of One Thousand, two hundred and twenty four & 82/100 Dollars. And whereas, it was then and there, by said Court, ordered, adjudged and decreed that the said Lillian K. and H. V. Spicer within 5 days from the 27th day of Jan. A.D. 1904 pay to the said Anna M. Triplett the said sum of $1224.82 with interest from the 27th day of January 1904, 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 $1224.82 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: On the Village of Richwood and bounded and described as follows:- Being all of Lot No. 680, in Burns addition to said Village as the same is designated and described in the recorded plat of said addition in the Recorder's Office of said County, containing about three acres of land. We therefore command you, that you proceed to carry said order, judgment

and decree into execution agreeably to the tenor thereof, and that you 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 thereby; 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 2nd day of Feb, A.D. 1904.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

In obedience to the command of the Order of Sale hereto annexed, I did on the 3rd day of February, 1904, summon W. H. Conboy, E. E. Moore and C. W. Sloop, three disinterested free holders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described upon actual view, and afterwards on the 3rd day of February A.D. 1904, 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 Fifteen hundred dollars. A certified copy of said appraisal, I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 4th day of February 1904, I caused to be advertised in the Richwood Gazette (a newspaper printed 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 March A.D. 1904, at 1 o'clock P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit: 5 consecutive weeks; and in pursuance to said notice, I did on said 5th day of March A.D. 1904, at the time and place mentioned, proceed to offer said lands and tenements at public sale, and then and there came Anna M. Triplett who bid for the same the sum of $1280. Twelve hundred and eighty Dollars, and said sum being more than two thirds of the appraised value thereof; and said Anna M. Triplett 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 Twelve Hundred and Eighty ($1280) Dollars.

Fees:- $5.26 Appraisers $3.00

S. F. Burnham, Sheriff.

8233. Appraisal.

Anna M. Triplett
vs.
Lillian K. Spicer et al.

Court of Common Pleas Union County Ohio.

We the undersigned, disinterested freeholders and residents of Union County, and State of Ohio, having been duly summoned and sworn by S. F. Burnham, Sheriff of said County, impartially to appraise upon actual view, the following described lands and tenements, in Union County, Ohio to wit, In the Village of Richwood and bounded and described as follows:-

8233. Publication

8233 Entry

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Being all of Lot No. (680) Six hundred and eighty in Beem's addition to said Village as the same is designated and described in the recorded plat of said addition in the Recorder's Office of said County, containing about three acres of land. to be sold on an order of sale, issued from the Court of Common Pleas of said County, in the action of Anna M. Triplett, Plaintiff against Lillian K. Spicer and H. V. Spicer, Defendants. do forthwith, after actual view of said premises, make return and say that the same are of the real value in money of Fifteen Hundred Dollars, ($1500)
Given under our hands and seals this 3rd day of Feby, A.D. 1904.

N. H. Conboy, (Seal)
E. E. Moore (Seal)
C. M. Sloop (Seal)

State of Ohio, Union County; I do hereby certify that the within named appraisers, N. H. Conboy, E. E. Moore and C. M. Sloop, are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 3rd day of February, 1904. S. F. Burnham, Sheriff.

8233. Publication

Anna M. Triplett.
Vs.
Lillian K. Spicer
and H. V. Spicer.

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 5th, 1904 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 Claibourne, County of Union and State of Ohio, and bounded and described as follows:- In the Village of Richwood, and bounded and described as follows:- Being all of Lot No. (680) Six Hundred and Eighty in Beem's addition to said Village as the same is designated and described in the recorded plat of said addition in the Recorder's office of said County, containing about three acres of land. Appraised at $1500.
Terms of sale Cash.
S. F. Burnham, Sheriff.

State of Ohio, Union County } ss: I, George W. Worden, Publisher of the Richwood Gazette, being duly sworn say, that the notice hereto attached was published in the Gazette on the 4th day of Feb. 1904, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.
G. W. Worden.
Sworn to and subscribed before me this 25th day of Mch 1904.
(Seal)
Chas. C. Lenhorwood, Clerk.

8233 Entry

Anna M. Triplett
vs.
Lillian K. Spicer et al.

Court of Common Pleas, Union County, Ohio.

This day came Lillian K. Spicer, H. V. Spicer

and Edmund Dilsaver and asked and had leave of the Court to withdraw from the files their answer and cross-petition. It is therefore ordered that the answer and cross-petition of Lillian K. Spicer H. V. Spicer and Edmund Dilsaver be and the same is withdrawn from the files in this cause.

8233. Entry — Anna M. Triplett vs. Lillian K. Spicer et al. — Court of Common Pleas, Union County, Ohio. Mar. 21st 1904.

On motion of the plaintiff's attorney, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same have in all respects been had in conformity to law and the orders of this Court, it is ordered that said proceedings and sale be, and they hereby are, approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, Anna M. Triplett, the plaintiffs in this action, by deed in fee-simple, the lands and tenements so sold, upon her payment of the costs of this action, amounting to $42.48, and assuming the payment of the taxes upon said premises amounting to $16.58; it appearing that her claim as heretofore determined by this Court, more than equals what would remain of said purchase price of $1280. And the said Lillian K. Spicer, H. V. Spicer, Edmund Dilsaver and John Blair each and all being in default for answer or other pleading herein, it is ordered by the Court that they and each of them be and are hereby barred from hereafter setting up any title to, lien upon, or interest in, said premises: and the Clerk of this Court is hereby ordered to cause plaintiffs mortgage herein foreclosed, and any mortgage or other apparent lien or claim appearing of record to be held by any one or more of said defendants upon said premises, to be cancelled upon the record or records thereof as against said premises for the want of being set up in pleadings and established by evidence herein.

Attest: Chas. C. Denhorwood, Clerk.
By Milton Haines, Deputy.

8279 Petition — Plea... the ... of the ... at the ... the ... of ... The ... N. ... unde... certa... ment... this ... whic... num... jura... Shu... the ... and ... An... of ... any ... else... m f... all ... wor... and ... ertif... dul... said ... Richi... Stat... Unio... more... meri... Shu... of ...

Copy, No. 34060.

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 January Term A.D. 1904. Be it remembered that heretofore towit, on the 16th day of February, 1904, the following petition was filed with the Clerk of said Court to wit:-

8279 Petition

The Huber Manufacturing Co. Plaintiffs.
vs.
Court of Common Pleas, Union County, Ohio,
N. L. Fleeher, Defendant.

The pleaintiffs says that it is a Corporation under the laws of Ohio, & that there is due pleaintiffs from defendant on a certain promissory note, a copy of which, with all credits and endorsements thereon, is hereto attached marked Exhibit "A" and made part of this petition, the sum of One hundred and sixty nine & 7/100 Dollars, which it claims with interest at the rate of Eight per cent. per annum from the First day of March, A.D. 1903. Wherefore, pleaintiffs prays judgment against said defendant~~s~~ for said sum of One Hundred and sixty nine 7/100 Dollars with interest thereon at the rate of Eight per cent. per annum, from the 1st day of March, A.D. 1903 and for costs of suit, James Mc. Campbell, Attorney for Pleaintiffs.

Exhibit "A"

On or before March 1st, 1903, for value received, we jointly and severally promise to pay The Huber Manufacturing Company, or order, at Bank of Richwood, Richwood, Ohio, One hundred and fifty Dollars with 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. And we hereby authorize and empower any attorney at law of any Court of Record at any time after above note becomes due, to appear for us, or any of us without process in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the payee, legal holder, endorsee or assignee hereof, and release all errors which may occur in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us at and after the date of such judgment, and our said attorney is hereby authorized to enter such release in said judgment. Witness our hand this 22nd day of December, 1902. P.O. Richwood, Ohio,

Copy Ptf No 24065.

N. L. Fleeher,

Due, March 1st 1903.

State of Ohio } SS:
Union County. } James Mc. Campbell being duly sworn, says that he is the attorney of said pleadiffs, 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.

James Mc. Campbell.

Sworn to before me and subscribed in my presence this 16th day of February, 1904.

Milton Haines,
Deputy Clerk.

(Seal)

8274
Answer.

The Huber Mfg. Co.
vs.
N. L. Fleher.

Court of Common Pleas, Union County, Ohio.

I, Frank Z. Ballinger, an attorney at Law in the several Courts of Record of this State, by virtue of the Warrant of Attorney annexed to the foregoing petition, do hereby enter the appearance of said defendant, in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendant, on the note attached to said petition for the sum of One hundred and Eighty two & 73/100 Dollars, being the amount appearing due for principal and interest on said note and also for costs of suit herein. I do hereby release and waive all exceptions, errors and right of appeal herein. Frank Z. Ballinger,
Attorney for Plaintiff.

8279.
Entry.

The Huber Mfg. Co.
vs.
N. L. Fleher.

Court of Common Pleas, Union County, Ohio.
Feb. 16th 1904.

This day came the plaintiff by its attorney, also came Frank Z. Ballinger, an attorney of this Court, on behalf of the defendant, and by virtue of a Warrant of Attorney, duly executed by said defendant, and now produced to the Court, and a copy of which is filed with the Clerk of this Court, entered the appearance of said defendant, waived the issuance and service of process in this action, and with the assent of the plaintiff, confessed that the said defendant is justly indebted to the said plaintiff in the sum of One hundred and Eighty two 73/100 Dollars, with interest thereon from this date, at 8%, and also released and waived all exceptions, errors and right of appeal herein.
It is therefore considered by the said Court, that the said plaintiff recover from the said defendant, the said sum of One hundred and eighty two 73/100 Dollars, with interest thereon from February 16th 1903, together with its costs herein expended, taxed at $.

Attest:- Chas. C. Dunhorwood, Clerk.
By Milton Haines, Deputy.

8194
Transcript

8194
Recognizance

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Court at the September Term A.D. 1903. Be it remembered that heretofore to wit on the 27th day of May, 1903, the following Transcript was filed with the Clerks of said Court to wit:-

8194
Transcript

The State of Ohio
ex rel. John Blue, Plaintiff
vs.
William Livingston, Defendant,

Court of Common Pleas, Union County, Ohio.

The State of Ohio, Union County ss:-

John Blue makes complaint on oath before Joseph Robertson, Justice of the Peace, of Jackson Township in said County, and says that he is a resident of Union County, Ohio, and that he has just cause to fear, and does fear that one William Livingston of said County will unlawfully, maliciously and willfully strike, wound, shoot and kill him the said John Blue. That the said William Livingston has repeatedly threatened to kill him the said John Blue; and especially has the said William Livingston so threatened to kill the said John Blue on the 24th day of April, 1903, and in November, 1902 and numerous other dates.

John Blue,

Sworn to and subscribed before me, this 15th day of May, 1903.

Joseph Robertson, J.P. of Jackson Tp. Union County Ohio

Affidavit filed. The Complainant was required by me to secure the costs which he did by depositing his check on the Farm Bank for $25 cc which was considered by me to be good. May 18th 1903. Whereupon I issued a warrant for the arrest of said William Livingston and delivered the same to John Stark, Constable. May 18th 1903. Warrant returned endorsed as follows:- I have the body of the within named William Livingston now in Court. John Stark, Constable. Received this writ on the 18th day of May, 1903 Fees: $4.80

May 18th 1903. Prisoner Livingston in Court, the charge was read to him by me. Whereupon he refused to plead and requested to be bound over to appear at Court; whereupon I required him to enter into a recognizance for his appearance at Court, on the first day of the next Term thereof, meantime to keep the peace, whereupon he gave a bond for Five Hundred Dollars with A.F. Benedict surety, which I consider sufficient.

The State of Ohio, Union County, Jackson Township ss:

I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me at my office in said Township in the above action.

Joseph Robertson, J.P.
of the aforesaid Township

Fees: $2.10

8194
Recognizance

The State of Ohio, Union County ss: Be it remembered that on the 18th day of May, 1903, William Livingston and A.F. Benedict, personally appeared before me, Joseph Robertson, one of the Justices of the Peace

8194
Recognizance

m and for the County aforesaid, and jointly and severally acknowledged themselves to owe the State of Ohio, the sum of Five Hundred Dollars to be levied on their goods and chattles, lands and tenements if default be made in the condition following to wit:- The condition of this recognizance is such, that if the above bound William Livingston shall personally be and appear before the Court of Common Pleas, on the first day of the Term thereof next to be holden in and for the County aforesaid, then and there to answer to a charge of threatening to strike, wound, shoot and kill one John Blue, and abide the judgment of the Court and not depart without leave, and in the meantime to be of good behavior, and to keep the Peace toward the Citizens of the State generally, and the said John Blue specially, then this recognizance shall be void, otherwise it shall be and remain in full force and virtue in law.

William Livingston, (Seal)
A. F. Benedict, (seal)

Taken and acknowledged before me this 18th day of May, 1903.

Joseph Robertson, Justice of the Peace.

8194.
Security for costs.

The State of Ohio
ex rel. John Blue,
vs.
Wm. Livingston.

Court of Common Pleas, Union County, Ohio.
Oct. 13th 1904

I, the undersigned, Frank Benedict agree to pay the costs in the above case.

A. F. Benedict.

8194
Entry.

The State of Ohio, ex rel,
John Blue.
vs.
William Livingston.

Court of Common Pleas, Union County, Ohio.
Oct. 13th 1904.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and also came the complainant, John Blue, and William Livingston the defendant in accordance with the conditions of the recognizance entered into by said defendant before Joseph Robertson, Justice of the Peace and filed in the office of the Clerk of this Court, And thereupon, on full consideration of the evidence it is ordered and adjudged, that the said defendant William Livingston, do forthwith enter into recognizance in the sum of Two hundred Dollars, with good and sufficient security, to be of good behavior and to keep the peace with all persons, and particularly with the said John Blue for the term of one year next hereafter and in default of such security, that he be committed to the Jail of this County there to remain until he shall comply with this order, or be otherwise legally discharged, And that he pay the costs of this prosecution for which execution is awarded. And thereupon came the said defendant, and with A. F. Benedict and Morris M. Hill his sureties, approved by the Court, entered into a recognizance as above required

8194
Recognizance

The State of Ohio, } SS: In Common Pleas Court,
Union County } Be it remembered that on the 13th day of October, A.D. 1903. William Livingston, A. F. Benedict and M. M. Hill, personally appeared in open Court of Common Pleas, in and for the County aforesaid, and jointly and severally acknowledged themselves to owe the State of Ohio the sum of Two Hundred dollars to be levied of their goods and chattles, lands and tenements if default be made in the condition following to wit: The condition of this Recognizance is such, that if the above bound, William Livingston shall personally be and appear before the Court of Common Pleas on the first day of each Term thereof for one year then and there to answer unto a complaint of John Blue, that he has reasons to fear and does fear, that the said William Livingston, will wound, shoot and kill him, and abide the order of the Court thereon, and in the meantime to keep the peace and be of good behavior toward the Citizens of the State generally, and especially toward the said John Blue for one year, then this recognizance shall be void; otherwise it shall be and remain in full force and virtue in law.

J. N. Livingston
A. F. Benedict,

Taken and acknowledged before me this 13th day of October A.D. 1903.
Chas. C. Penhorwood, Clerk.

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the January Term, A.D. 1904. Be it remembered that heretofore to wit, on the 5th day of January, 1904 the following petition was filed with the Clerk of said Court to wit:-

8267. Petition

The Farmers Bank Company. Plaintiff.
vs.
Lizzie Mealy and
L. A. Faris ..... Defendants.

Court of Common Pleas, Union County, Ohio.

The defendants on the 12th day of July A.D. 1902, executed and delivered to the Farmers Bank Company a corporation under the laws of Ohio, their promissory note of that date, with the warrant of attorney annexed, which warrant and note, with all the indorsements thereon, are hereto attached marked "A," and made a part of this petition. Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of Two hundred dollars with interest at the rate of 8% per cent. per annum from the 12th day of October A.D. 1903. Wherefore plaintiff prays judgment against said defendants for the sum of Two hundred dollars with interest thereon from the 12th day of October A.D. 1903, at the rate of 8% per annum until paid, and for costs of suit.

J. L. Cameron, Attorney for Plaintiff.

Exhibit "A"

$200.00

Farmers, O. July 12th 1902

Three months after date, for value received, we jointly and severally promise to pay The Farmers Bank Company or order, at its office in Farmers, Ohio, Two Hundred Dollars with interest at eight per cent. per annum, after maturity payable annually until paid and eight per cent after maturity upon principal and upon accrued unpaid interest. And we hereby authorize and empower any Attorney at Law of any Court of Record at any time after the above note becomes due, to appear for us, or any of us, without process in any Court of Record in the State of Ohio, (or elsewhere) and confess judgment for the said amount, interest and cost, in favor of the payee, legal holder, indorser or assignee hereof, and release all errors which may occur in the rendition of such judgment. And we also release the right of appeal, the stay of execution and the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, at and after the date of such judgment, and our said attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals this July 12th 1902. Mrs. Lizzie Mealy, No. 370, Due Oct. 12th 1902. L. A. Faris,

Endorsement:- March, 1903, paid int. on this note to Oct. 12th 1903 $16.00

The State of Ohio, } ss:- J. L. Cameron, being sworn, says that he is
Union County. } the attorney of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in

8267 Answer.

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8267 Entry

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writing as his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

Grace L. Cameron.

Sworn to by said Grace L. Cameron before me, and by him signed in my presence, this 5th day of January A.D. 1904.

(Seal) Chas. C. Penhorwood, Clerk.

8267 Answer.

The Larue Bank Company.

Vs.

Lizzie Mealey et al. L. A. Fares, } Court of Common Pleas, Union County, Ohio.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I an attorney at law in the several Courts of record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said defendant, on said note, for the sum of Two Hundred and three dollars and seventy cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

J. A. Kinkade, attorney for Defts.

8267 Entry

The Larue Bank Company.

Vs.

Lizzie Mealey et al. L. A. Fares. } Court of Common Pleas Union County, Ohio.

Jan. 5th 1904

This day came the plaintiff by its attorney; also appeared in open Court, for and on behalf of said defendant, J. A. Kinkade an attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition, in said cause shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action and confessed a judgment on said note against said defendant, and in favor of said plaintiff for Two Hundred and three and 70/100 Dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendants, the sum of Two Hundred and three and 70/100 Dollars being the amount of said note with interest computed at 8 per cent. per annum from the 12th day of October, A.D. 1903, and also its costs herein expended taxed at $8 ,

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the September Term, A.D. 1903. Be it remembered that heretofore to wit, on the 14th day of August, 1903, the following petition was filed with the Clerk of said Court to wit:-

8218
Petition.

A. V. Spicer, Plaintiff
vs.
Elizabeth Mather,
N. T. Hoopes, Albert
B. Montroes, Emma
V. Montroes, and,
The Fahey's Banking Co. Defendants.

Court of Common Pleas Union County, Ohio.

Plaintiff has a legal right to and is seized in fee simple of the undivided fourth part of the following real estate situated in Township of Claibourne and situated in this County and Survey 6293, to wit:- Being a parcel of land 150 feet North and South and 136 feet East and West out of the North west corner of the following tract:- Beginning in the Center of the Hookins pike at the South-east corner of the lands formerly owned by Williams & Talleman: Thence with Williams & Talleman's West line Northerly to the center of the Richwood and Prospect road; Thence with the center of the said road easterly to the center of an open ditch crossing said road running southerly through the lands formerly owned by J. Allen; Thence southerly with the center of said ditch to the center of said Hookins Pike; Thence westerly with the center of said pike to the peace of beginning and being the same premises deeded to James Wilcox by Tula D. Robinson and James E. Robinson on March 1st, 1898, recorded in Vol 78, page 345 of records of deeds of said County of Union, Ohio, Also the following parcel of land situated in the same Township, County and State, and known, bounded and described as follows:- Beginning at a stake in the center of the Richwood and Prospect pike and at the Northeast corner of the above parcel of land; Thence with the east line of said parcel, 150 feet to a stake at the Southeast corner of said parcel; Thence in an easterly direction 30 feet more or less to the Southwest corner of a lot formerly owned by Ida McPherson; Thence with the said McPherson's west line 150 feet to the center of the said pike, North-west corner of the said McPherson Lot; Thence with the center of said pike westerly 30 feet more or less to the peace of beginning and being the same premises deeded to James W. Wilcox, by Tula D. Robinson and James E. Robinson by deed dated Nov. 1st, 1898, and recorded in Vol. 79 page 445 of the records of deeds of Union County Ohio.
The defendants, N. T. Hoopes and Elizabeth Mather are tenants in common with plaintiff in said premises, in the following proportions:- One fourth belongs to N. T. Hoopes and one half belongs to Elizabeth Mather; the said half belonging to the said Elizabeth Mather is subject to the payment of a mortgage

8218
Precipe.

8218
Summons.

of $350.00 to The Fahey's Banking Co. of Marion, Ohio which mortgage is secured by the premises heretofore described and the said Elizabeth Mather assumed and agreed to pay said mortgage to the said Fahey's Banking Co. of $350.00 as and for the consideration of her half of the premises as herein described and set forth, the deed for which is duly of record in the Recorder's office of Union County, Ohio, vol. 96 page 107, record of deeds with the consideration as aforesaid. The said Fahey's Banking Co. holds a mortgage of $350.00 against said premises as aforesaid. The plaintiff herein does not know whether the said mortgage has been paid by the said Elizabeth Mather or not, or whether it has been paid or is still a subsisting lien. The plaintiff alleges that the defendants, Albert B. Montross and Emma V. Montross have no interest in the aforesaid premises. Plaintiff prays and decrees to have his interest set off to him in severalty, and 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, and that the said defendants, Albert B. Montross, Emma V. Montross and the Fahey's Banking Co. be required to interplead and set forth any claim, interest or equity, if any they each respectively have, in or to the aforesaid described premises, and any failing to so interplead, be estopped from ever claiming any interest therein; that the $350.00 or so much of said amount as is found not paid, the said Elizabeth Mather be required to pay out of her half of said premises or the proceeds therefrom; and that if the said half of Elizabeth Mather is not sufficient to pay said mortgage, that the balance be proportioned equally among the other co-tenants. H. V. Spicer

W. J. Hoopes, attys. for Plaintiff.

State of Ohio, Union County ss:-

H. V. Spicer being duly sworn, says that the statements and allegations made in the above and foregoing pleadings are true as he verily believes. H. V. Spicer.

Sworn to and subscribed before me this 14th day of August A.D. 1903.

(Seal) Chas. C. Lenhorwood, Clerk.

8218 Precipe. To the Clerk:- Please issue summons for the defendants, Elizabeth Mather, and W. J. Hoopes, to the Sheriff of Union County, Ohio, and for the defendants, Emma V. Montross and the Fahey's Banking Co. to the Sheriff of Marion County and for the defendant, Albert B. Montross, to the Sheriff of Franklin County. Endorse:- "Civil action in partition", returnable according to law.

W. J. Hoopes & H. V. Spicer, attys. for Plaintiff.

8218 Summons. On the 14th day of Aug 1903 the following summons was issued to wit:

The State of Ohio, Union County ss:-

To the Sheriff of Union County:- You are hereby commanded to notify Elizabeth Mather and W. J. Hoopes that they have been added by H. V. Spicer, in the Court of Common Pleas, of Union County, and must answer by

the 12" day of Sept. A.D. 1903, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 24" day of Aug. A.D. 1903. Witness my hand and the seal of said Court this 14" day of Aug. A.D. 1903.
(Seal). Chas. C. Penhorwood, Clerk

Sheriff's Return.

Received this writ Aug. 14" A.D. 1903, at 2 o'clock P.M. and served same by personally handing to M. J. Hoopes, and Elizabeth Mather true and certified copies of this writ with all the endorsements thereon to M. J. Hoopes served by S. H. Burnham, Sheriff, and Elizabeth Mather by Allen Hayes, Deputy Sheriffs, Aug 15" 1903.

Fees: $3.83 S. H. Burnham, Sheriff

8218. Summons

On the 14th day of Aug. 1903, the following summons was issued to wit:-
The State of Ohio, Union County ss:-

To the Sheriff of Franklin County:-

You are hereby commanded to notify Albert B. Montross that he has been sued by H. V. Spicer in the Court of Common Pleas, Union County, and must answer by the 12" day of Sept. A.D. 1903, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 24" day of Aug. A.D. 1903. Witness my hand and the seal of said Court this 14" day of Aug. A.D. 1903. (Seal) Chas. C. Penhorwood, Clerk.

Sheriffs Return.

Received this writ Aug. 15" A.D. 1903, at 9 o'clock A.M. and served same by personally handing a duly certified copy thereof with all the endorsements thereon to the within named defendant, Albert B. Montross Aug. 17" 1903.

Fees:- $1.70 Charles A. Pearce, Sheriff.
By H. G. Crowley, Deputy C.

8218. Summons

On the 14" day of Aug. 1903, the following summons was issued to wit:-
The State of Ohio, Union County ss:-

To the Sheriff of Marion County:-

You are hereby commanded to notify Emma V. Montross, and the Fahey Banking Co. that they have been sued by H. V. Spicer in the Court of Common Pleas of Union County, and must answer by the 12" day of Sept. A.D. 1903, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 24" day of Aug. A.D. 1903. Witness my hand and seal of said Court, this 14" day of Aug. A.D. 1903.
(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received this writ, Aug. 15" A.D. 1903, at 10 o'clock A.M. and served same by personally handing a true and certified copy with all the endorsements thereon to Emma V. Montross and A. C. Edmondson, he being Cashier of the said Fahey Banking Company.

Fees: $1.56 Peter C. Sells, Sheriff, M. Co.
By D. H. Sells, Dept.

8218. Entry

8218. Writ of Partition

8218
Entry

H. V. Spicer
vs.
Elizabeth Mather et al.

Court of Common Pleas, Union County, Ohio.
Sept. 14th 1903.

And now this cause coming on to be heard upon the petition and the evidence, the Court find that all of the defendants have had due legal personal notice of the pendency and demand of said petition, and that they are each in default for answer thereto. Thereupon, the Court further find that the plaintiff, and the defendants hereinafter named, are tenants in common in the estate described in the petition; that the plaintiff H. V. Spicer, has a legal right to one fourth thereof, the defendant W. J. Hoopes, a legal right to one fourth part thereof, and the defendant Elizabeth Mather, a legal right to one-half thereof subject to the payment of the mortgage set forth in the said petition, to the Tabor Banking Co. and that the plaintiff is entitled to have partition of said estate as prayed in his petition. It is therefore ordered, adjudged and decreed, that partition of said estate, be made in favor of all parties in interest; and F. M. Simons, John Blair and A. D. Conkright, three judicious and disinterested free-holders of the vicinity, are hereby appointed Commissioners to make the same, and it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners aboved named, he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled. And of his proceedings herein, said Sheriff is ordered to make due return.

8218.
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 Sept. Term, A.D. 1903, in a civil action therein pending (for partition) wherein H. V. Spicer, is the plaintiff and Elizabeth Mather et al, are the defendants, you are hereby commanded that by the oaths of F. M. Simons, John Blair and A. D. Conkright, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as commissioners for such purpose, you cause partition to be made of the following described real estate, (for description see petition in this case) among the persons named herein, and in the following proportions to wit:- To H. V. Spicer one fourth part, To W. J. Hoopes one fourth part, To Elizabeth Mather 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 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 15th day of Sept. A.D. 1903.

Chas. C. Penhorwood, Clerk.

(Seal)

Sheriffs Return.

As commanded by the foregoing writ of partition, I have executed the same by the oaths of F.N. Simmons, John Blair and A.B. Conkright, as will appear by the report of the Commissioners herewith returned. Given under my hand this 16th day of Sept. A.D. 1903.

Fees: $4.96 Commissioners $3.00

S.F. Burnham, Sheriff.

Commissioners' Report.

8218 Report.

H. V. Spicer.
vs.
Elizabeth Mather et al.

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

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, and we, estimate the value of the same at $600.00 Given under our hands this 16th day of Sept. A.D. 1903.

F. N. Simons,
A. B. Conkright,
John Blair
} Commissioners.

8218 Motion

H. V. Spicer
vs.
Elizabeth Mather et al.

Court of Common Pleas, Union County, Ohio.
Sept. 16th 1903.

Now comes the plaintiff and moves the Court to confirm the Sheriffs report of his, and the acts of the Commissioners in said cause of action

8218 Entry.

H. V. Spicer.
vs.
Elizabeth Mather et al.

Court of Common Pleas, Union County, Ohio.
Sept. 17th 1903.

Now comes the plaintiff, H. V. Spicer and elects to take the premises described in his petition, he being one of the parties and a tenant in common, at the appraised value of $600.00.

8218 Entry.

H. V. Spicer
vs.
Elizabeth Mather et al

Court of Common Pleas, Union County, Ohio.
Sept. 17th 1903.

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 report, that said estate could not be divided by metes and bounds, without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at $600.00 free from dower, 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 H. V. Spicer has elected to take the

said premises at their appraised value and neither of the other parties electing to take it, it is ordered by the Court that good cause shown, that the proportion thereof due to the other parties be paid in cash, and that upon said H. V. Spicer paying the same, together with his proportion of the costs of this case, including Counsel fee of $30.00 to W. T. Hoopes and H. V. Spicer for their services herein, and his proportion of the taxes and penalty due on said premises, amounting in all to $8.10, 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 Sheriff, upon receiving the same, distribute pay:

First:- To the Treasurer of Union County, $8.45 being the taxes and penalty due on said premises.

Second:- To the Clerk of this Court, the costs of this action including Counsel fee of $30.00 the sum of $63.74

Third:- To the Fahey Banking Co. the sum of $350.00 out of the share of Elizabeth Mather as far as the said Mather share will pay the same & the remainder of said $350.00 after exhausting said Mather's share to be paid equally out of the share of the said H. V. Spicer and W. T. Hoopes in equal parts, & the remainder of said $600.00 to the said H. V. Spicer and W. T. Hoopes in equal parts. The title to said property to be, and the same is hereby quieted as to all parties to this suit.

Attest:- Chas. C. Benhorwood, Clerk.
By Milton Haines, 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 the said Court at the September A.D. 1903. Be it remembered that heretofore to wit, on the 13th day of Sept. 1902, the following petition was filed with the Clerk of said Court to wit:-

8111
Petition

The Farmers Bank,
Marysville, Ohio, Plaintiffs.
vs.
C. L. Stout 2d
D. N. Ayers, Defendants.

Court of Common Pleas, Union County, Ohio,

First cause of action:- The plaintiffs says, it is a corporation doing and carrying on a banking business in the State of Ohio, and is incorporated as such. The defendants are indebted to the plaintiffs in the sum of Fifty Dollars, which plaintiffs claims with interest from the 28th day of June, A.D. 1899, on a promissory note of which the following is a copy with all the credits and endorsements:-

$50 00

Marysville, Ohio, June 28th 1899.

One year after date, I promise to pay to D. N. Ayers or bearer, Fifty Dollars with interest at 8 per cent, from date for value received. (Rev. Stamp) C. L. Stout,

Credits and endorsements:- Received on the within note, $2. 00, June 28th 1900. For value received, I hereby guarantee the payment of the within note at maturity or at any time thereafter with interest at the rate of 8 per cent per annum until paid, waiving demand, notice of non-payment and protest. D. N. Ayers.

That said note was transferred to the plaintiffs before the same became due.

Second Cause of Action:- At the time of the delivery of said note and to secure the payment of the same, the defendant duly executed and delivered to the said D. N. Ayers or his assigns, his mortgage deed, who together with said promissory note, transferred and assigned to the plaintiff for a valuable consideration all his claim and interest therein, and by said deed conveying the following premises:- "Being the North one half of Lot No. Six Hundred and twenty two (622) in the Graham & Grady's addition to the Village of Richwood, Union County, Ohio, Said mortgage was conditioned that if the said C. L. Stout shall pay or cause to be paid his note of even date herewith, for the sum of Fifty Dollars with interest at 8% in one year from the date thereof, then these presents to be void. And the 28th day of June, 1899, at 2 o'clock P. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Vol. 34, page 471 of his records, Plaintiff therefore asks judgment against C. L. Stout as maker and D. N. Ayers as the endorser for the sum of $50 00 with interest at 8% from the 28th day of June, 1899, and that said premises may be sold and the proceeds applied to the payment of said judgment.

D. N. Ayers, Attorney for Plaintiffs.

State of Ohio, Union County ss: D. N. Ayers bring first duly sworn, says of the above named The Farmers Bank, duly authorized in the premises, and that the facts stated in the foregoing petition of the plaintiffs are within the personal knowledge of this affiant; and that the facts and allegations contained in the petition of the plaintiffs are as affiant believes true.

D. N. Ayers.

Sworn to before me and signed by the said D. N. Ayers in my presence this 13th day of September, 1907. H. H. Fitzworth

(Seal) Notary Public, Union County, Ohio.

8111 The Farmers Bank,

Waiver. vs. Court of Common Pleas, Union County, Ohio.

C. L. Stout et al.

We the above named defendants, hereby waive the issuing of process and service of summons and enter our appearance in the above case and consent that judgment and order of sale may be entered and issued at once against us as prayed for in plaintiffs Petition,

October 9th 1902, D. N. Ayers,

C. L. Stout.

8111 The Farmers Bank.

Entry. vs. Court of Common Pleas, Union County, Ohio.

C. L. Stout et al. Oct. 10th 1902.

This day this cause came on for hearing, upon the petition of plaintiff: The defendants, each having waived the issuing of process and service of summons hereon, and entered their appearance to this action, and consented that judgment may be entered herein at once and order of sale issued forthwith: Whereupon the Court find that the defendant C. L. Stout, as maker, and the defendant D. N. Ayers, as endorser, of the promissory note set up in the plaintiffs petition, are indebted to the plaintiffs in the sum of Sixty 36 60/100 Dollars including interest to this day. The Court further find that in order to secure the payment of the promissory note set up in the plaintiffs petition, the defendant, C. L. Stout executed and delivered to the defendant D. N. Ayers, the mortgage upon the real estate described in the petition herein; and that the said D. N. ayers, transferred and assigned said mortgage and note to the plaintiffs herein, before said note became due; and that the plaintiffs is now the legal owner and holder of the same, The Court further find that said mortgage was duly recorded in Book 36, Page 471, of the records of mortgages of Union County, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore considered, adjudged and decreed, ~~that~~ the plaintiffs recover from the defendants the said sum of $60.60 and its costs herein expended; and it is further ordered by the Court, that unless the defendants shall within three days from the entry of this decree pay or cause to paid, to the Clerk of this Court, the costs of this case and to the plaintiff herein

the sum so found due as aforesaid, with interest from the 10" day of October, 1902, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

8111 Precipe

The Farmers Bank,
vs.
C. L. Stout et al.

Court of Common Pleas, Union County, Ohio.
Oct. 22." 1902.

To Clerk:- Issue Order of Sale in the above entitled case to the Sheriff of Union County, returnable according to law,
D. N. Ayers, Atty for Plaintiffs.

8111 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 10" day of Oct. 1902, The Farmers Bank obtained a judgment and decree against C. L. Stout and D. N. Ayers for the sum of Sixty ⁰⁰/₁₀₀ Dollars and Ten Dollars costs of suit, And whereas, it was then and there by said Court ordered, adjudged and decreed that the said C. L. Stout and D. N. Ayers within three days from the 10" day of Oct. A.D. 1902, pay unto the said Farmer's Bank the said sum of $60.60, with interest from the 10" day of Oct. 1902, 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 plaintiff's petition &c, And whereas, the three days aforesaid have fully expired, and the said sum of $60.60 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:- Being the North one half of Lot No. Six Hundred and Twenty two (622) in the Graham & Grady's Addition to the Village of Richwood, Union County, Ohio. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating Sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgments 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 22" day of Oct, A.D. 1902.
(Seal)
Chas C. Penhorwood, Clerk.

Sheriffs Return.

The State of Ohio, } ss: In obedience to the command of the Order of sale
Union County } hereto annexed, I did, on the 28th day of Oct. 1902,
summon George B. Standley, T. J. Williams and C. H.
Huffman three disinterested freeholders, residents of said County, who
were by me duly sworn to impartially appraise the lands and tene-
ments therein described, upon actual view, and afterwards on the 28th
day of Oct, A.D. 1902, 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 ($120,00) One
Hundred and twenty Dollars. A certified copy of said appraisal &
forthwith deposited in the office of the Clerk of the Court of Common Pleas
of said County. And on the 28th day of Oct, 1902, I caused to be advertised
in the Richwood Record, (a newspaper printed and in general circu-
lation 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 December, A.D. 1902, at 1 o'clock P.M. of said day. After two
publications of this advertisements the Richwood Record caused publi-
cation and this writ returned for want of time, Nov. 17th 1902.

Fees: $6,56 Appraisers: $3,00 S. F. Burnham, Sheriff.

8111 Precipe.

The Farmers Bank.
vs
C. L. Stout et al. } Court of Common Pleas, Union County, Ohio.
Nov. 17th 1902.

To the Clerk: Issue order of sale in the
above entitled case to Sheriff of Union County, Ohio returnable
according to law.

D. N. Ayers, Atty. for Plaintiffs.

8111 Order of Sale.

The State of Ohio, } ss: To the Sheriff of said County, Greeting:
Union County, } Whereas at a Court of Common Pleas, holden
at the Court House in Marysville in said County
of Union, on the 10th day of Oct. 1902, The Farmers Bank obtained
a judgment and decree against C. L. Stout and D. N. Ayers, for the
sum of Sixty and 60/100 Dollars and Ten Dollars costs of suit,
And whereas, it was then and there by said Court ordered, adjudged
and decreed, that the said C. L. Stout and D. N. Ayers within
three days from the 10th day of Oct. 1902, pay unto the said The
Farmers Bank the said sum of Sixty & 60/100 Dollars with
interest from the 10th day of Oct. 1902, 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
$60.60 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 Co, Ohio to-wit: (See petition)

We Therefore, command You, That you proceed to carry said order, judgment and decree into Execution agreeably to the tenor thereof, and that you expose to sale the above described real Estate, under the statute regulating Sales on Executions, and that you apply the proceeds of such sale for 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 17th day of Nov. A.D. 1902.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

The State of Ohio, } ss:- In obedience to the command of the order of sale
Union County } hereto annexed, I did on the 28th day of Oct. 1902,
summon George R. Standley, S. J. Williams and C. A.
Huffman (under order of sale issued Oct. 23d 1902) three disinterested
free holders, residents of said County, who were by me duly sworn
to impartially appraise the lands and tenements therein described
upon actual view, and afterwards on the 28th day of Oct. A.D. 1902,
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 ($120.00) One hundred and
twenty 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 26th day of November, 1902, 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 January A.D. 1903, at 1 O'clock P.M. of said day. And having
advertised the said lands and tenements for more than thirty days
previous to the day of sale to wit, five consecutive weeks, and in pursuance to said notice, I did, on said 3rd day of January, 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 D. N. Ayers
who bid for the same the sum of Ninty Dollars ($90) and said sum
being more than two thirds of the appraised value thereof, and said D. N.
Ayers being the highest and best bidder therefore, I then and there
publicly sold and struck off said lands and tenements to him for
said sum of $90.00

Fees: $2,40 Printer's fees: $11,25 S. F. Burnham, Sheriff.

8111. Legal Notice

The Farmers Bank,
vs.
C. L. Stout et al. Court of Common Pleas, Union County, Ohio,
An 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 January 3rd, 1903 at or about the hour of 1 O'clock P.M. on said day, the following described real estate to wit:- (See petition)

8111 Entry.

8111 Entry.

8111 Entry.

8111 Amended Petition

Appraised at One Hundred and Twenty Dollars ($120.00) Terms of sale: Cash.
S. H. Burnham, Sheriff.

The State of Ohio, Union County } ss: The undersigned being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with November 26" 1902. W. O. Shearer.
Sworn to and subscribed before me, this 5" day of Jany 1903.
(Seal) Chas. C. Denhorwood, Clerk.

8111 Entry.

The Farmers Bank,
vs.
C. L. Stout et al.

Court of Common Pleas, Union County, Ohio.
Feb. 16" 1903.

This day this cause came on to be heard upon the motion of the plaintiff to set aside the sale made in this cause, and for leave to make new parties defendants. On consideration whereof the Court orders that said sale be set aside, and grants leave to make new parties defendants herein, and cause is continued.

8111 Entry.

The Farmers Bank,
vs.
C. L. Stout et al.

Court of Common Pleas, Union County, Ohio.
April 7" 1903.

This day on motion of the plaintiff by its attorney, leave was granted to file an amended petition herein in 10 days.

8111 Entry.

The Farmers Bank,
vs.
C. L. Stout et al.

Court of Common Pleas, Union County, Ohio.
April 27" 1903

This day on motion of the plaintiff, leave was granted to file amended petition and the same was filed.

8111 Amended Petition

The Farmers Bank, Plaintiff,
vs.
C. L. Stout, D. N. Ayers, Church Bros. & Weed & M. M. Hill Defendants.

Court of Common Pleas, Union County, Ohio.
Filed April 27", 1903.

First cause of action:- The plaintiff says:- It is a corporation doing and carrying on a banking business in the State of Ohio, and is incorporated as such. The Defendants, C. L. Stout and D. N. Ayers are indebted to the plaintiff in the sum of Fifty Dollars which plaintiff claims with interest at 8% from the 28" day of June, 1899, on a promissory note of which the following is a copy, with all the endorsements and credits.

$50.00

Marysville, June, 28" 1899.

One year after date, I promise to pay to D. N. Ayers or bearer, Fifty Dollars with interest at 8 per cent. from date for value received. (Rev. Stamps.)
C. L. Stout.

Credits and endorsements:- Received $22.00 on the within note June 28" 1900,

For value received, I hereby guarantee the payment of the within note at maturity or at any time thereafter, with interest at the rate of 8% per annum, until paid, waiving notice of non-payment, demand and protest.
D. N. Ayers.
That said note was transferred to the plaintiff before the same became due.
Second Cause of Action:- At the time of the delivery of said note, and to secure the payment of the same, the defendant duly executed and delivered to the said D. N. Ayers, or his assigns, his mortgage deed who together with said promissory note, transferred and assigned to plaintiff for a valuable consideration all his claim and interest therein, and by said deed, conveying the following premises:- Being the North one-half of Lot No. (677) Six Hundred and twenty two, in the Graham and Grady's Addition to the Village of Richwood, Union County Ohio, Said mortgage was conditioned that if the said C. L. Stout shall pay or cause to be paid his note of even date herewith for the sum of Fifty Dollars with interest at 8 per cent, in one year from the date thereof, then these presents to be void. On the 28th day of June 1899 at 2 o'Clock P. M, said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Vol. 36, pages 421 of his records. The plaintiff says that M. M. Hill and Church Bros. & Weld claim to hold liens against the premises above described. Plaintiff says the mortgage set forth and above described is the first and best lien on the North half of said Lot No. 677, and that the mortgage held by said Church Bros. & Weld is the first and best lien on the South half of said Lot No. 677 and that the mortgage of M. M. Hill is the second best lien on the whole of Lot 677, aforesaid.
Plaintiff therefore asks judgment against C. L. Stout as maker and D. N. Ayers as the indorser for the sum of Fifty Dollars with interest at 8 per cent. from the 28th day of June, 1899, And that said premises may be sold and the proceeds applied to the payment of said judgment, Etc for all proper relief.
D. N. Ayers, Attorney for Plaintiff.

The State of Ohio, } ss:- D. N. Ayers being first duly sworn, says he is
Union County } the Attorney of the above named, The Farmers Bank, and that the facts stated in the foregoing petition of the plaintiff, are within the personal knowledge of this affiant. And that the facts and allegations contained in the petition of the plaintiffs are as affiant believes true.
D. N. Ayers.
Sworn to before me and signed by the said D. N. Ayers, in my presence, this 27th day of April, 1903.
(Seal) Chas. C. Penhorwood, Clerk.

8111 Waiver. May 28th 1903. Waiver filed.
I hereby waive the issuing and service of summons, in the above entitled cause, and voluntarily enter my appearance herein.
M. M. Hill.

8111, Answer and Cross Petition

8111, Waiver

8111.
Answer and Cross-Petition

The Farmers Bank.
vs.
C. L. Stout et al. Court of Common Pleas, Union County, Ohio.

First Cause of Action:- The defendant, C. L. Stout is indebted to this defendant, Church Bros. & Weld, in the sum of $50.00 which they claim with interest at 8% from the 23" day of October, 1899, on a promissory note of which the following is a copy.
$50.00 Marysville, Ohio, Oct. 23" 1899.

Six months after date for value received, I promise to pay to the order of Church Bros. & Weld, Fifty Dollars with interest at the rate of Eight per cent. per annum at the office of said Church Bros. & Weld, Marysville, Ohio, And I hereby authorize any Attorney at Law, to appear in any Court of Record in the United States after the obligation becomes due, and waive the issuing and service of process and confess a judgment against me in favor of the holder hereof, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right.
(Revenue Stamp) C. L. Stout.

Second Cause of Action:- At the time of the delivery of said note, and to secure the payment of the same, the said defendant C. L. Stout, executed and delivered to the said Church Bros. & Weld, or their assigns, his mortgage and conveying the following premises, Being the South half of Lot No. 677, on the Graham & Grady's Addition to the Village of Richwood, Union County, Ohio, Said mortgage was conditioned that if the said C. L. Stout shall pay or cause to be paid, his note of even date herewith, for the sum of Fifty Dollars with interest, at 8 per cent in six months from the date thereof, then these presents to be void. On the 17" day of May, 1899, at 3.45 o'clock P. M. said mortgage was duly left for record at the Recorder's office of Union County, Ohio, and was duly recorded in Vol. 36, page 547, of his records, May, 18" 1900. Plaintiff therefore asks judgment against C. L. Stout for the sum of Fifty Dollars with interest at 8% from the 23" day of Oct. 1899, and that said premises may be sold and the proceeds applied to the payment of said judgment and for all proper relief.
D. W. Ayers, atty for Church Bros & Weld.

State of Ohio, } ss:- T. D. Weld, being duly sworn, says he is a
Union County } member of the firm of Church Bros. & Weld, That the facts stated and allegations contained in the foregoing petition are, as he believes true,
Theo. D. Weld.
Sworn to before me and signed in my presence, this 27" day of April, A.D. 1903.
(Seal) Chas. C. Penborwood, Clerk.

8111.
Waiver

Waiver filed June 15" 1903. Court of Common Pleas, Union County, Ohio.
I hereby waive the issuing of summons and service by process and enter my appearance in the above entitled action, to the answer and Cross-petition of Church Bros. & Weld; and consent that they take judgment and order of sale on the same at once; and I also waive the time for answer thereto. June 12" 1903.
C. L. Stout.

8/11 Entry

The Farmers Bank.
vs.
C. L. Stout et al.

Court of Common Pleas, Union County, Ohio.
June 15th 1903.

This day this cause came on to be heard upon the answer and cross-petition of Church Bros. & Weld, and the evidence; on consideration whereof, the Court find that all the defendants hereto have entered their appearance to this action and are now in Court. The Court further find that the defendant C. L. Stout is indebted to the defendant, Church Bros. & Weld, on the promissory note set out in its answer and cross-petition, with interest included to this 15th day of June, 1903 in the sum of $64.50 Sixty four & 50/100 Dollars. The Court further find that in order to secure the payment of the promissory note set out in the answer and cross-petition, the defendant, C. L. Stout executed and delivered to the defendant, Church Bros. & Weld the mortgage deed upon the real estate described in the answer and cross-petition; and that said mortgage was duly recorded in Vol. 36, Page 547, of the Record of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in said answer and cross-petition, and that the conditions in said mortgage have been broken. It is therefore considered, adjudged and decreed by the Court, that the defendant, Church Bros. & Weld recover from the defendant C. L. Stout, the said sum of $64.50 and its costs herein expended; and it is further ordered by the Court, that unless the defendant, C. L. Stout 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 action, and to the defendant, Church Bros. & Weld, the sum so found due as aforesaid, with interest from this 15th day of June, 1903, at 8% the defendants equity of redemption be foreclosed, said said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon executions, and report his proceedings to this Court for further order.

8/11 Precipe.

The Farmers Bank.
vs.
C. L. Stout et al.

Court of Common Pleas, Union County, Ohio.
Aug 15th 1903.

Clerk:- Issue order of sale in the above case to Sheriff of Union County, Ohio, returnable according to law.

D. N. Ayers, Atty. for Pltffs.

8/11 Precipe

The Farmers Bank,
vs.
C. L. Stout, et al,

Court of Common Pleas, Union County, Ohio.
Aug 15th 1903.

To Clerk:- Issue order of sale for Church Bros. & Weld in the above case And for Sheriff to offer Farmers Bank's part for sale under former appraisement, returnable according to Law,

D. N. Ayers, Atty.

8/11 Order of Sale.

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8111
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 Oct, 1907 The Farmers Bank obtained a judgment and decree against C.A. Pellow and D. W. Ayers, for the sum of Sixty & 6/100 Dollars with interest from the 10th day of Oct, 1907, and costs aforesaid; and, on default to pay the, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the Statute regulating Judgments and Executions at Law, to sell the real estate described in the plaintiff's petition &c. And Whereas, the three days aforesaid have fully expired, and the said sum of Sixty 6/100 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:- Being the North half of Lot No. Six Hundred and Twenty two (622) in the Graham & Eddy addition to the Village of Richwood, Union County, Ohio. We therefore, command you, that you proceed to carry said Order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on 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 hereon, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, this 15th day of Aug. A.D. 1903.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

In obedience to the command of the order of Sale hereto annexed, I did on the 28th day of Oct, 1907, summon Geo. R. Handley, T. J. Williams and C. A. Huffman (this appraisement made under foregoing order of sale) three disinterested freeholders residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards, on the 28th day of Oct, 1907, 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 $120.00, A certified copy of said appraisal, I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, And on the 19th day of August, 1903, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and in 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 19th day of Sept, A.D. 1903, at 10 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit:- 5 consecutive weeks; and in pursuance to said notice, I did on said 19th day of Sept, 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 D. W. Ayers who bid for the same the sum of Eighty ($80.00) Dollars, and said sum being two thirds of the appraised

value thereof, and said D H. Ayers being the highest and best bidders therefor, & then and there publicly sold and struck off said lands and tenements to him for said sum of Eighty ($80) Dollars.
Fees $4.90
S. F. Burnham, Sheriff.

8111. Order of Sale.

The State of Ohio, } ss: To the Sheriff of said County, Greeting: Whereas at a Court
Union County } of Common Pleas holden in Marysville in said County of Union
on the 15th day of June, 1903, Church Bro. & Weld obtained a judgment
and decree against C. L. Stout for the sum of sixty four and 50/100 Dollars and
& , Costs of suit. And Whereas it was then and there by said Court ordered,
adjudged and decreed that the said C. L. Stout within three days from the 15th
day of June, A.D. 1903, pay unto the said Church Bro. & Weld, the said sum of
Sixty four & 50/100 Dollars with interest from the 15th day of June, 1903, at 8% and
costs aforesaid, and, on default to pay the same, that an order of sale issue to
the Sheriff of said County commanding him to proceed, according to the stat-
ute 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 $64.50 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: Being the South half of
Lot No. Six Hundred and Twenty two (622) in the Graham and Grady Ad-
dition to the Village of Richwood, Union County, Ohio. We Therefore Command you,
That you proceed to carry said order, judgment and decree into execution agree-
ably to the tenor thereof, and that you expose to sale the above described real
estate under the statute regulating Sales on Execution, and that you apply the
proceeds of such sale in satisfaction of said judgment and decree, with costs
and interest, as specified therein; and that you make report of your proceedings
herein, to our Court of Common Pleas within sixty days from the date hereof,
and bring this order with you. Witness my signature as Clerk of our said Court
of Common Pleas, and the seal of said Court, at Marysville this 15th day of Aug. A.D. 1903.
(Seal)
Chas. E. Denhorwood, Clerk

Proof of Publication 8111.

Sheriff's Return.

In obedience to the command of the order of sale hereto annexed, I did, on the 17th
day of Aug. 1903, summon A. J. Miller, M. H. Hill and L. D. Albright, three disinterested
freeholders residents of said County, who were by me duly sworn to appraise the
lands and tenements therein described, upon actual view, and afterwards on the 17th
day of Aug. A.D. 1903, 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 ($70 cts) Seventy 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 19th day of Aug. 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 19th day of Sept. A.D.
1903, at 10 o'clock A.M. of said day. And having advertised the said lands and
tenements for more than thirty days previous to the day of sale, to wit: 5
consecutive weeks; and in pursuance to said notice, I did, on said 19th

8111 Entry

day of September, 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 Church Bros. & Weld, who bid for the same the sum of $75.00 and said sum being more than two-thirds of the appraised value thereof, and said Church Bros. & Weld being the highest and best bidders therefor, I then and there publicly sold and struck off said lands and ~~tenements~~ to him for said sum of ($75.00) Seventy five Dollars.

Fees:- $8.66. Appraisers fees:- $3.00

S. F. Burnham, Sheriff.

Proof of Publication $111.

The Farmers Bank
vs.
C. L. Stout et al.

Court of Common Pleas, Union County, Ohio.
On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer sale, at the north door of the Court House, in Marysville, Ohio, on Saturday, September, 19th 1903, 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 Claibourne, County of Union and State of Ohio, and bounded and described as follows:- Being the north half of lot No. Six hundred and twenty two, (622) in the Graham & Grady addition to the Village of Richwood Union, County, Ohio, appraised at $120.00 Terms of sale Cash, Also the following described premises in same Township, County & State aforesaid, Being the South half of lot No. Six hundred and Twenty two, (622) in the Graham & Grady addition to the Village of Richwood, Union County, Ohio, appraised at $75. Terms of sale cash.

S. F. Burnham, Sheriff.

The State of Ohio, } ss:- Personally appeared before me, W. O. Shearer
Union County, } and made solemn oath, that the notice, a copy of which is hereto attached, was published for 5 Consecutive weeks on and next after Aug. 19th 1903, in the Marysville Tribune, a newspaper of general circulation in the County aforesaid

W. O. Shearer,

Sworn to before me and signed in my presence this 19th day of Sept. A.D. 1903.
(Seal)

Chas. C. Penhorwood, Clerk

$111 Entry.

The Farmers Bank,
vs.
C. L. Stout et al.

Court of Common Pleas, Union County, Ohio.
Oct. 24th 1903.

This day this cause came on for hearing on motion to confirm the sales made under a former order of this Court; and the Court on careful examination of the proceedings of the Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sales be, and they are hereby approved and confirmed. It is further ordered that the said Sheriff convey to the purchasers, D. M. Ayres and Church Bros. & Weld, by deeds, according to law, the property so sold; and the purchasers are

hereby subrogated to all the rights of the said Lien holders, in said premises, so far as they may be paid herein, for the protection of their title; and a writ of possession is awarded to the purchasers to put them in possession of said premises. And the Court coming now to distribute of the sale to D. N. Ayers amounting to Eighty Dollars, it is ordered That the Sheriff out of the money in hands pay:-
First:- To the Treasurer of this County, one half of the taxes, penalty and interest against said property to wit, the sum of $2.36.
Second:- All the costs of this action, except the costs made by Church Bros. & Weld, on their answer and cross-petition, amounting to $48.07.
Third:- To the plaintiff the Farmers Bank, the balance of the proceeds in said Sheriff's hands, amounting to $9.57 as a credit on plaintiff's claim of $64.64 leaving a balance still due to plaintiff of $35.07, for which execution is awarded against the said C. L. Stout & D. N. Ayers therefor.
And the Court coming now, to distribute the proceeds of the sale to Church Bros. & Weld, amounting to $75.00, It is ordered that the Sheriff out of the money in his hands pay:-
First:- To the Treasurer of this County, one half of the taxes, penalty and interest against said property to wit, the sum of $2.36,
Second:- The costs by Church Bros. & Weld made in this action taxed to $37.74.
Third:- To the defendant Church Bros. & Weld, the balance of the proceeds in said Sheriff's hands amounting to $40.40 as a credit on their judgment and interest thereon, amounting to $66.11; and there still remaining due to said Church Bros. & Weld, the sum of $25.71 execution is awarded against the said C. L. Stout therefor.

Attest:- Chas. C. Penhorwood, Clerk,
By Milton Haines, Deputy.

8204
Dation.

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Court at the January Term A.D. 1904, Be it remembered that heretofore to wit, on the 18th day of July, 1903 the following petition was filed with the Clerk of said Court to-wit:-

8204
Petition.

Rosa B. Turner, Plaintiff.

vs.

James M. Feagins, Harrie Christie,
William J. Feagins, Allie Christie
Emma F. Bannister, Rose Christie
Etta F. Ammons, Jordon, Dora
Thomas J. Feagins, Christie Cane,
Jesse C. Feagins, Delphia Christie,
Elmer Christie, Verne Christie,
Della Christie, Harley Christie,
Leonard Feagins, Nora Feagins,
Foust Feagins, and Josiah
Turner, as Administrator of the
estate of Amanda M.F. Lockwood,

Court of Common Pleas, Union County, Ohio.

Defendants.

Now comes the plaintiff and for her first cause of action says:- Amanda M.F. Lockwood was the daughter of Daniel Feagins, by his wife Jane, That while said Amanda was a small child the said Daniel Feagins and his wife Jane separated, and Daniel went to the State of Iowa, where he procured a divorce from his wife Jane, in the year, 1846, Jane remained in this State and kept with her the child Amanda, and afterwards said Jane intermarried with one James Wood and they reared the said Amanda as their own child, Said James Wood was the owner in fee simple of the following described real estate to wit:-
Situate in the County of Union and State of Ohio, and in the Village of Marysville, bounded and described as-beginning at a point in Madham Street (now 3rd Street) 92½ feet from the North east corner of Mrs. A. A. Whelpleys lot; Thence S. parallel with Mrs. Whelpleys lot 10 rods; Thence E. 47½ feet to S.N. Mc. Clouds line; Thence N. with Mc. Clouds line 10 rods to Madham Street, (now 3rd Street) Thence W. with the line of Madhamx Street (now 3rd Street) 47½ feet to the place of beginning, being part of out-lot No. 1 and being a part of the same lot conveyed by Wm Barbour to Geo. W. Comets by deed recorded in Vol. 52, on page 277, of Union County records of deeds, The said Jane Wood having died, said James Wood, on the 6th day of Aug. 1886, conveyed said real estate to the said Amanda M.F. Lockwood, in consideration that she would care for him during the balance of his life and give him proper burial, all of which the said Amanda fully performed and at the death of said James Wood she was the owner of said real estate in fee-simple, Said Amanda M.F. Lockwood had in the year 1873 intermarried with one D.C. Lockwood but there were no children born of such marriage and about the year, 1878, the said Amanda M.F. Lockwood took the plaintiff to raise as her own child, the

plaintiff bring then about 3 years old and the said Amanda always treated the plaintiff as if she were her own child, and the plaintiff loved and served the said Amanda as a mother and continued to live with and serve her until after the death of J. D. Lockwood in the year 1897. In the year 1898 the plaintiff and Mrs. Lockwood were living togather on the premises above described and the plaintiff desired to marry said Josiah Turner and they asked the consent of the said Amanda M. F. Lockwood to such marriage, but Mrs. Lockwood was not willing to part from plaintiff and to induce the plaintiff to remain with her and care for her, the said Amanda M. F. Lockwood entered into an agreement with the plaintiff as follows:- It was mutually agreed that the plaintiff and said Josiah Turner should marry and that plaintiff and her husband should take possession of said real property above described and should take care of it and make such improvements as it might need and treat the property as their own; that they should refurnish the house and permit the said Amanda to make her home with them and eat at their table and be cared for by plaintiff as long as said Amanda should live and at her death to give her proper burial, being a similar service to that which said Amanda had given the said James Wood. And said Amanda further agreed that if plaintiff would perform her part of such agreement she, the plaintiff should have such real estate at the death of said Amanda M. F. Lockwood, and that said property should then belong to the plaintiff in fee simple, and that said Amanda would fix everything so the plaintiff would get the property aforesaid. (The said Amanda M. F. Lockwood was then afflicted with Blights disease and was crippled from a fall and had heart trouble so it was not considered safe to leave her alone.) But the plaintiff agreed and consented to the terms aforesaid and promised to care for said Amanda as long as she lived and at her death to give her proper burial.

The plaintiff says that in fulfillment of her agreement with Mrs. Lockwood, she married the said Josiah Turner and thus at once took possession of said real property and have had and held the possession of the same ever since and are now in possession thereof. The plaintiff boarded Mrs. Lockwood, and cared for all her wants and nursed her in sickness and gave her all the comforts of a home and in every way performed her part of said agreement. The said Amanda M. F. Lockwood died on the 12th day of Dec. 1902, and the plaintiff gave her proper burial. The plaintiff further says, that in pursuance of her agreement with Mrs. Lockwood, and after she and her husband had taken possession of said real property with the full knowledge and assent of Mrs. Lockwood among other things, by way of improvements, the plaintiff caused a wood and coal house to be built at a cost of $30, and the unfinished part of the house and rooms to be finished up and put in shape at a cost of $5. repairing done at a cost of $20. the house and inside wood work to be painted at a cost of $40. Put in a closet up stairs, repaired the roof, remodeled the barn and in put in granary and feed boxes, built a grate harbor, repaired the cistern, put in a cement walk in front of the house, furnished brick and repaired the

gutter in front of the house, put up a hitching post, filled in and leveled up the yard and cow park, reroofed the out house, paint ed throughout the lot, graveled the drive, trimmed the trees, planted shrubbery all the above items covering an expense paid by the plaintiff of more than $250.
The plaintiff says that, except some household goods and her wearing apparel, the said Amanda M.F. Lockwood had no property but the real estate above named. The said Amanda M.F. Lockwood died intestate without having made provision to convey the legal title of said property to the plaintiff. The plaintiff having fully performed her part of the agreement with Mrs. Lockwood and having expended money & care in the betterment of said real estate, it would be an irreparable injury to her, and a fraud upon her rights if the same was not complied with on the part of said Amanda M.F. Lockwood.
The plaintiff is informed, that after he had procured the divorce aforesaid, the said Daniel Feagins remarried, and lived in some of the Western states and territories and raised another family and as the said Amanda M.F. Lockwood left no child, children, husband or brothers and sisters of the full blood surviving her, the children and legal representatives of said Daniel Feagins by his second marriage would inherit from said Amanda M.F. Lockwood, and the said defendants, James M. Feagins, William J. Feagins, Emma F. Bannister, Etta F. Ammons, Thomas J. Feagins, Jesse C. Feagins, Harvey Christie, Elmer Christie, Verne Christie, Nellie Christie, Harley Christie, Leonard Feagins, Nora Feagins & Fawn Feagins, claim to be the children and grand children of said Daniel Feagins and claim to be the owners of the legal title to said real estate by inheritance from said Amanda M.F. Lockwood, and they are each made defendants hereto, in order that they may be severally required to answer, and that the title to said premises may be quieted.
Second Cause of Action:- For her second cause of action the plaintiff says, that without waiving her right to had specific performance of her contract as set forth in her first cause of action, yet if the same should be denied, then the plaintiff asks judgment against the said Josiah Turner as administrator of the estate of said Amanda M.F. Lockwood upon account, and the plaintiff avers that there is due her from the estate of said Amanda M.F. Lockwood the sum of $1127.26 upon an account of which the following is a copy to wit:-

The estate of Amanda M.F. Lockwood, to Roca B. Turner	Dr.
Aug. 1st 1898 to Dec. 12th 1902, to boarding, washing, nursing and care of deceased, for 227 weeks at $4.00 per week,	$908.00
Aug. 1st 1898 to Dec. 12th 1902, to building and repairing property painting house, and improving property,	219.26
Total amount due,	$1127.26

That no part of said account has been paid.
The plaintiff further says that she duly presented the said account to the said Josiah Turner as such administrator for allowance, but at the request of one of the above named defendants, the said Administrator on the day of rejected said claim.
The request for the rejection of said account was made by the

defendant, Jesse C. Feagins. The plaintiff says there is due her upon said account, the sum of $1127.26 with interest on the same from the 12th day of December, 1902. Wherefore the plaintiff prays that all the above named defendants may be duly notified of the filing and pendency of this petition, That the defendants, other than the said Josiah Turner may be required to answer and set forth what interest if they or either of them have or claim to have in the real estate herein described, and that if they be adjudged the legal heirs of said Daniel Feagins, having the next estate of inheritance from said Amanda M. F. Lockwood, then that they be required by the decree of this Court to specifically perform said Contract of said Amanda M. F. Lockwood, and that they each be required to specifically perform each and every part thereof, by executing and delivering to the plaintiff a sufficient deed conveying the legal title of said premises to the plaintiff within a day to be named by the Court, and in default of such conveyance, that the decree of the Court operate as such conveyance, and that the plaintiff's title to said real estate be quieted and put at rest; or if that cannot be done, then that the plaintiff have judgment against the said Josiah Turner as such Administrator in the sum of $1127.26 with the interest thereon from the 12th day of December, 1902, and for all such other and further relief as the nature of the case may require.

Legal Notice 8204

McCrory and Cameron &
J. L. Cameron, Attorneys for Plaintiff

The State of Ohio, Union County ss:-

Rosa B. Turner, plaintiff

being first duly sworn says that she is the plaintiff above named and that the facts stated and allegations made in her foregoing petition are true as she verily believes. Rosa B. Turner

Sworn to before me and signed in my presence this 8th day of July, 1903.
(Seal) J. L. Cameron, Notary Public

8204 Affidavit for Publication

Rosa B. Turner.
Vs.
James N. Feagins, et al.

Court of Common Pleas, Union County, Ohio.
Filed July 22nd 1903.

Rosa B. Turner the above named plaintiff, being first duly sworn says, that service of summons cannot be made upon the following named defendants in this cause in this the State of Ohio, because said defendants are none residents of this State: James N. Feagins, whose residence is Longwood, Oklahoma Territory, William T. Feagins whose residence is Newkirk, Kay County, Oklahoma Ter. Emma Feagins Bannister whose residence is Chandler Lincoln County Oklahoma Ter. Ettie Feagins Ammons, whose residence is Genoa, Wayne Co. Iowa, Thomas J. Feagins whose residence is Kildare Kay Co. Oklahoma Ter. Jessie C. Feagins whose residence is Newkirk Kay Co. Oklahoma Ter. Leonard Feagins whose residence is Chandler Lincoln Co. Oklahoma Ter. Nora Feagins whose residence is Chandler, Lincoln Co. Oklahoma Ter. Forest Feagins whose residence is Chandler, Lincoln Co. Oklahoma Ter. Harvey Christie whose

residence is Kildare Kay Co. Oklahoma Ter. Ollie Christie whose residence is Ponca, Kay Co. Oklahoma Ter; Rose Christie Jordon whose residence is Genda Springs, Sumner Co. Kansas, Dora Christie Kain whose residence is Newkirk, Kay Co. Oklahoma Ter; Delpha Christie whose residence is Newkirk Kay Co. Oklahoma Ter. Elmer Christie whose residence is Blackwell Kay Co. Oklahoma Ter. Verne Christie whose residence is Newkirk Kay Co. Oklahoma Ter. Della Christie whose residence is Newkirk Kay Co. Oklahoma Ter. Harley Christie whose residence is Kildare Kay Co. Oklahoma Ter. That this is an action for the specific performance of a contract to convey real estate situated in said County of Union, the above named defendants claiming to have the next estate of inheritance in said real estate and also an action to compel Josiah Turner, administrator of the estate of Amanda M. F. Lockwood deceased to allow the plaintiff's claim against her said estate. Rosa B. Turner,

Sworn to and subscribed in my presence this 21st day of July, 1903.

(Seal) Richard L. Cameron Notary Public.

Legal Notice. 8204

James H. Feagins, who resides at Longwood, Oklahoma Territory, Wm. S. Feagins, Jesse C. Feagins, Dora Christie Cain, Delpha Christie, Verne Christie, Della Christie, all residing at Newkirk Kay Co. Oklahoma Territory, Emma Feagins Bannister, Lenard Feagins, Nora Feagins, Florest Feagins, all residing at Chandler, Lincoln County, Oklahoma Territory, Thomas J. Feagins, Harvey Christie, Harley Christie all residing at Kildare Kay County, Oklahoma Territory, Etta Feagins Ammons who resides at Genoa, Wayne County, Iowa, Allie Christie, who resides at Ponca, Kay County, Oklahoma Territory, Rose Christie Jordon who resides at Genda Springs Sumner Co. Kansas and Elmer Christie who resides at Blackwell, Kay County, Oklahoma Territory, will take notice that on the 15th day of July, A.D. 1903. Rosa B. Turner filed her petition in the Common Pleas Court of Union County, Ohio, making the above named parties and Josiah Turner, Administrator of the estate of Amanda M. F. Lockwood parties defendant and alleging that the plaintiff and Amanda M. F. Lockwood in her life time entered into a contract whereby the plaintiff was to become the owner of all the real estate of the said Amanda M. F. Lockwood, at her death and that said contract was fully performed by the plaintiff; but that the said Amanda M. F. Lockwood failed to make provision for the conveyance of said property to the plaintiff. Plaintiff asks specific performance of the contract and that the above named defendants if they be found to be the heirs of the said Amanda M. F. Lockwood, be required to make a deed for said property which is bounded and described as follows:-

(For description see petition in this case, here follows description).

or in default thereof, that the decree of the Court stand as a complete conveyance of the said property to the plaintiff, and if that cannot be done, then that the plaintiff may have a judgment against the said Josiah Turner as Administrator of the said estate on account due her for board and care of said Amanda M. F. Lockwood and repairs to said property in the sum of $127.26 with interest from the 12th

day of December 1902, and for her costs herein,
You are hereby notified that you are required to answer the said petition on or before the 26th day of September, 1903, or judgment will be taken against them according to the prayer of the petition.
Roca B. Turner, Plaintiff,
By
A. J. Hare.

State of Ohio. } ss: Personally appeared before me, A. J. Hare and
Union County. } made solemn oath, that the notice, a copy of which is hereto attached, was published for six consecutive weeks on and next after July 23rd 1903, in The Union County Journal, a newspaper of general circulation in the County aforesaid.
Fees $1.40
A. J. Hare.
Sworn to before me and signed in my presence this 10th day of Sept. A.D. 1903.
(Seal)
Chas. C. Penhorwood, Clerk.

8204 Motion

Roca B. Turner.
vs.
James M. Feagins et al.
Court of Common Pleas Union County, Ohio.
filed Sept. 19th 1903

The defendants above named (except Josiah Turner) moves the Court to strike out from plaintiffs petition for the reason that the same is irrelevant and tends to raise a false issue the following clauses to wit:-
Beginning with the words "that while said Amanda was" and ending with the words "said Amanda as their own child" and the word "said" at the beginning of the following clause. Also the words "In consideration that she would care for him during the balance of his life and give him proper burial all of which the said Amanda fully performed" immediately preceding the words "& at the death of said" Also the words following the words "give her proper burial" to & including the word "the said James Woods"; Also the words beginning with the words "The said Amanda M. A. Loshwood was then afflicted" to & including the " words "give her proper burial." Also the words beginning with the words "The plaintiff was informed" to & including the words "another family & as the said"
2nd Cause of Motion:- The said defendants move the Court to require the plaintiff to make her petition more definite and certain by giving the dates of the improvements made on the property as stated in said petition.
Robinson & Woodburn, attys for Defts.

8204 Entry

Roca B. Turner,
vs.
James M. Feagins, et al.
Court of Common Pleas Union County, Ohio.
Sept. 29th 1903.

It appearing to the Court that the defendants, Forest Feagins, Delpha Christie, Elmer Christie, Verne Christie, Della Christie are minors under ages of fourteen years and Harly Christie is a minor over the age of fourteen years and have failed to apply for the appointment of a Guardian ad litem, though more than 20 day have elapsed since completion of service by publication and all of said minors have been duly and legally served by the publication of notice for six weeks in the Union County Journal

8204 Entry

8204 Demurrer.

a newspaper of general circulation in said county; on motion of the plaintiff Aaron Robinson is hereby appointed Guardian for the suit for said minor defendants.
And now comes the said Aaron Robinson and in open Court accepts said appointment. A. B. Robinson, Guardian ad Litem.

8204 Entry

Rosa B. Turner,
vs. Court of Common Pleas, Union County, Ohio.
James W. Feagins et al. Oct. 1st 1903.

This day this cause came on to be heard upon the motion of defendants to strike out and make more definite and certain the petition of plaintiff, and was argued by Counsel and submitted to the Court, On consideration whereof the Court overrules said motion.

8204 Demurrer.

Rosa B. Turner
vs. Court of Common Pleas, Union County, Ohio.
James W. Feagins et al. Oct. 3rd 1903.

The said defendants to first cause of action now come and demur to plaintiffs petition. 1st for the reason there is a mis joinder of causes of action in this, that different parties are exclusive defendant in each of said causes of action, (said Josiah Turner not joining in this demurrer.
2d That the defendants in the first cause of action are wholly different and distinct from the defendants in the second cause of action.
3d That one cause of action is for the Court of Equity & the other for a trial by Jury.
4th That there is no relation between the first cause of action and the second case of action.
5th That the first cause of action is for specific performance of a Contract to convey a specific property, and the other for the recovery of a Judgment on account quantum Meruit.
Therefore defendants to first cause of action, asks that this case may be dismissed.
Robinson & Woodburn attys.
for Defts. except dft Turner.

8204 Entry.

Rosa B. Turner,
vs. Court of Common Pleas, Union County, Ohio
James W. Feagins et al. Oct. 12th 1903.

This day came the parties and this cause came on to be heard upon the demurrer of the defendants to the petition. On consideration whereof, the Court sustains said demurrer, upon the ground that the two causes of action set up in the petition are improperly joined. Thereupon the plaintiff asked and had leave of the court to withdraw her second cause of action for the purpose of docketing the same as a separate action in this Court, and to dismiss Josiah Turner, administrator from this action so as to make him defendant in the separate action to be docketed herein. The Court having granted leave to plaintiff

to withdraw her second cause of action for the purpose therein stated, it is ordered by the Court, that the same be stricken from the petition in this cause; and that said Josiah Turner be and he is dismissed from this action; all of which is without prejudice to the plaintiff. And thereupon the defendants asked and had leave of the Court to file answer herein by Oct. 25" 1903.

8204 Answer.

Rosa B. Turner,
vs.
James M. Teagins, et al.

Court of Common Pleas, Union County, Ohio.

The defendants for answer to plaintiffs petition admit that said Amanda M. F. Lockwood was the daughter of Daniel Teagins by his first wife Jane. That said Daniel Teagins now deceased, was divorced from his said first wife, and was afterwards married to his second wife & raised a family by her as stated in said petition. That said defendants, James M. Teagins, William S. Teagins, Greee C. Teagins, Thomas J. Teagins, Emma F. Burnside, Etta F. Ammons, Harvey Christie, Allie Christie, Rose Christie Gordon, Dora Christie, Carrie Alpha Christie, Elmer Christie, Vernd Christie, Della Christie & Harley Christie, Lenard Teagins, Nora Teagins, and Forest Teagins, are the children & Grand children of the said Daniel Teagins by his second wife & are next of kin of the said Amanda M. F. Lockwood, & are her heirs and legal representatives & that said Amanda died intestate & childless, December 12" 1902.

That after said divorce, said Jane married James Wood, who on the 6" day of August, 1886, conveyed to said Amanda M. F. Lockwood the said real estate described in said petition and said Amanda was seized in fee simple of the same at the time of her death.

That said Amanda M. F. Lockwood was married to said Sereal A. Lockwood, in 1877, & that she and her husband took plaintiff, when a child about three years old, and gave her a home & an education & cared for her & provided for her while said Sereal A. Lockwood lived, who died in 1897, & said Amanda continued like services to plaintiff until she was married to said Josiah Turner in 1898. That said defendants deny each and every allegation of said petition not herein admitted.

The said defendants further answering say that there never was any contract between plaintiff & said Amanda M. F. Lockwood relative to the real estate described in said petition at the time named or at any other time & any that there was any contract relative to the keeping caring for & board of said Amanda by plaintiff; and say that if any contract was entered into, by said parties relative to said real estate the same was not in writing & no part or memorandum or note thereof was in writing & no contract was signed by either party thereto or by any other person. And they further say that if any contract was made as alleged in said petition, the same was made & entered into in consideration of marriage & was not in writing & no writing relative to any such contract was signed by either party thereto.

That said plaintiff continued to live with said Amanda M. F. Lockwood after marriage as before & she & her husband made their home with said Amanda & ate at her table & the said Amanda continued to hold

8204. Answer of Guardian ad Litem.

possession of said real estate & paid taxes on the same & continued to use as her own as she always had done & what improvements were made were for the convenience & benefit of plaintiff & her husband as they continued to live with her & not at the request of said Amanda.
That said Amanda M. F. Lockwood was a woman of Economic habits and received of the United States a widow's pension of Eight dollars per month from the date of her husbands death in 1897 to the date of her death & she was abundantly able to support herself & did support herself & plaintiff to the time of her marriage & continued to furnish a home to plaintiff & her husband. And was at the time of said marriage & for a long time previous thereto, for more than a year prior thereto, the owner of large amount of property including a parcel of land of 46.80 acres in Survey No. 3629 & 6493 in Liberty Township, Union County, Ohio, worth $2000 00 which land was conveyed by said Amanda to said plaintiff for a nominal consideration after she married Turner, to wit: $600 00 a part of which has not been paid by plaintiff. Therefore Defendants ask to be dismissed this action with costs.

Robinson & Woodburn, Attys. for Defts.

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

A. B. Robinson being first duly sworn, says he is one of the attorneys of defendants & that said defendants are all non-residents of said County and absent therefrom, & that the statements of the foregoing answer are true as he believes. A. B. Robinson.
Sworn to before me by A. B. Robinson and by him subscribed in my presence this 26th day of Oct. 1903.

(Seal) Chas. C. Penhorwood, Clerk.

Interrogatories attached.

The defendants hereto attached the following interrogatories & ask that plaintiff be required to answer the same.
At what dates were the improvements made referred to in plaintiffs petition. When was the coal & wood house made? When was the unfurnished part of the house finished as stated in petition? When was the repairing done & what was it? When was the painting done? When was the closet put in up stairs & at what cost? What repairs was done to the roof of the barn & when & at what cost? What was the cost of granary & feed trough & when put in? Give cost cost of grape arbor & cement walk & when made? Give cost of hitching post? When was cow part filled in & at what cost? & cost of tile? What did it cost to roof out-house? What did it cost to grade drive? What was the cost of trimming the trees & planting shrubbery? When was it done?

Robinson & Woodburn, Attys. for Defts.

8304. Answer of Guardian ad Litem.

Rosa B. Turner,
vs.
James W. Steagins, et al.

Court of Common Pleas, Union County, Ohio.

A. B. Robinson, Guardian ad Litem of the said defendants, Forest Steagins, Delpha Christie, Elmer Christie, Verne Christie, Della Christie, Harley Christie, Lenard Steagins, Nora

Feagins, & Frank Feagins for to said Petition, says that defendants are minors and that they have no knowledge of the matters alleged in said plaintiffs Petition & therefore deny the allegations made therein. That said Forest Feagins is 10 years old, Alpha Christie is 13 years old, Elmer Christie 7 years old, Nora Christie 9 years old, Della Christie is 17 years old, Harley Christie is 20 years old, Leonard Feagins is years old, & Nora Feagins is years old. The Guardian ad Litem asks that the Court protect the interest & rights of said defendants as equity requires.

A. B. Robideau, Guardian ad Litem.

8204 Reply

Roca B. Turner,
vs. Court of Common Pleas, Union County, Ohio.
James M. Feagins et al.

Now comes Roca B. Turner plaintiff and for her reply to the answer of the defendant says:- She admits that said Amanda M. F. Lockwood does a pension of Eight Dollars per month after the death of her husband, and admits that she conveyed to the plaintiff her equity of redemption in the 46.80 acres of land mentioned in the petition, But this plaintiff says that at the time of said conveyance, said land was encumbered by a mortgage for the sum of $500.00 and some interest, and that Mrs Lockwood conveyed said land to the plaintiff in consideration that plaintiff would pay off the mortgage and put up a monument at her husband's grave, that would cost not less than $100.00. The defendant denies that said land was then worth $2000. but says that the consideration paid by her was the reasonable and fair value for the land at the time. The plaintiff denies that the contract stated in her petition was in consideration of marriage and denies each and every allegation and averment in said answer not herein and in the petition expressly admitted. Wherefore the plaintiff prays, as she has already prayed in her petition.

McCrory & Cameron, & J. L. Cameron, Attys. for Plaintiff.

The State of Ohio, Union County } ss:- Roca B. Turner being first sworn, says that the facts stated and allegations made in her foregoing reply are true as she believes.

Roca B. Turner.

Sworn to before me and signed in my presence this 21st day of December, 1903.
(Seal)

J. L. Cameron, Notary Public

8204 Entry.

8204. Answer to Interrogatories

Roca B. Turner,
Vs. Court of Common Pleas, Union County, Ohio.
James M. Feagins et al.

The State of Ohio, Union County ss:-

Roca B. Turner, being first duly sworn that to the best of her knowledge and belief, the following answers to the interrogatories attached to the defendants answer are true and correct to wit: The improvements made on said property, were made at or about the dates herein given, and at the costs of the several items specified.

1899, April repapering dining room, $5.00
" " finishing up rooms &c. 55.00

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	1899, Aug. Wood and coal house,	$ 30.00
	1900, May- papering sitting room and bed room,	10.00
	1900 Apr. 2" :- putting in tile ditch in back yard.	3.00
	" June 2"- making closets up stairs	2.50
	" Dec. - painting wood-work in dining room.	2.35
	1901-Painting house (in May)	35.00.
	" May, patching roof on house,	1.50
	" Nov, remodeling barn.	20.00
	1902, April, fixing cistern,	2.30
	" " making grape arbor	5.00
	" May gravelling drive	1.50
	" June, Cement walk in front of house	25.90
	" July, bridge across gutter and filling drive,	2.50
	" Brick for gutter and hauling same.	2.50
	" July, Stitch rock in street.	1.50
	" " " filling cow yard.	5.00
	" Aug. Grain boxes and bins in barn,	15.00.
	" Sept. register in ceiling	1.75
	" " reroofing out-house	2.85
	" " filling front yard and walks,	3.50
	" " filling drive	.65
	" " Trimming trees in street, front of house,	12.25

Affiant says she did not keep a memorandum of all the repairs and improvements made upon said property, but the above were made and were of the cost stated to the best of affiants recollection and belief. And further saith not.

Rosa B. Turner.

Sworn to before me and signed in my presence this 28" day of Dec. 1903.
(Seal) J. L. Cameron, Notary Public.

8204 Entry.

Rosa B. Turner,
vs.
James N. Scagino et al.

Court of Common Pleas, Union County, Ohio.
June 1st 1904.

This day came the parties by their attorneys, and this cause came on to be heard upon the pleadings and the evidence, and was argued by counsel and submitted to the Court. Upon consideration whereof the Court, being fully advised in the premises, finds, that all the defendants have been duly and legally notified of the filing and pendency of the petition in this cause and that they have answered, and are at issue. The Court further finds that the facts stated by plaintiff in her petition are true to wit:- That the said Amanda M. S. Lockwood failed to execute a deed or will conveying said property to the plaintiff. That said plaintiff has been in the possession of said property ever since the year 1898, and with the full knowledge and consent of said Amanda M. S. Lockwood and has made lasting and valuable improvements on said property as in the petition set forth. The Court further finds that by her full compliance with said contract, the said plaintiff is entitled to have it

specifically performed. The Court finds that the defendants are the heirs at law of said Amanda M. F. Lockwood having the legal title to said lands by the laws of descent of Ohio, But that the plaintiff is in equity entitled to said lands, and being now in possession of the same, she should have her title quieted and put to rest. It is therefore considered, ordered and decreed by the Court, that the said defendants, and each of them shall, within ten days from the date of this decree convey the premises in the petition described to the said plaintiff by good and sufficient deed, with covenants of general warranty and, in default thereof, this judgment shall operate as such deed, for so much thereof as will show the transfer of the title shall be certified to the Recorder of said County for record.
It is further ordered that the plaintiff pay the cost of this proceeding. The Court entered on its minutes, notice of appeal and bond fixed at $100.00.

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines, Deputy.

5730
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 Honorable Duncan A Dold, Judge of the said Court at the January Term, A.D. 1904, Be it remembered that heretofore to wit, on the 17th day of February, 1904 the following supplemental petition was filed with the Clerk of said Court to wit:-

5730 Petition

David Wise, Executor with the will annexed of Anthony Wise, deceased, Plaintiff,
vs
Sarah Wise, et al, - Defendants.

Court of Common Pleas Union County, Ohio.

The plaintiff says:- That he is the duly appointed Executor under the will of Anthony Wise, deceased, duly qualified, and that he is still Executor as aforesaid, That he, as such Executor filed his petition in this Court on the 14th day of January, 1889, in cause No. 5730, asking authority to sell at private sale certain real estate therein described, in two or more parcels as he might deem best for the interest of said estate and asking power to execute deeds to purchasers, all to pay the debts of said estate. That said cause was afterwards consolidated with Cause No. 5708, in this Court and the two cases were thereafter treated as one, That although said Anthony Wise, deceased, provided in said will that his said real property should be sold, yet he gave no authority in said will to said Executor to make deeds or to convey title as already alleged in the original petition herein.

That on the 14th day of March 1889 the Court being fully advised in the premises found that said David Wise as such Executor as aforesaid, was entitled to the relief as prayed for by him, and ordered said Executor among other things, to sell said premises to pay the indebtedness of said estate, and the expenses and charges of administering the same. That in accordance with said order, such proceedings were had, that said Executor sold a portion of said land, and said debts and expenses were paid as directed by said will and the order of the Court. That said widow, Sarah Wise is now deceased, having died on April 16th 1903. Plaintiff further says that he is desirous of making a final settlement of said estate, and to sell the balance of said land, and at private sale, and to make distribution of the proceeds thereof, according to the requirements of said will. Plaintiff therefore prays, that he may be authorized to sell the balance of said land, and at private sale and that he may have power to execute deeds to purchasers under the terms of said will, and to convey full title for the same. And further that said cause No. 5730, so consolidated may be redocketed, and that he may have such other and further relief to which he may be entitled.

Porter & Porter, Attorneys for Plaintiff.

David Wise the plaintiff herein, being sworn, makes oath that the facts stated in the foregoing pleading, are true as he believes.

David Wise.

Sworn to by said David Wise, before me and signed by him

in my presence, this 16" day of February A.D. 1904.
(Seal) Andrew S. Mowry, Notary Public

5730.
Entry on Petition

David Wise, Ex. &c.
vs.
Sarah Wise, et al.
Court of Common Pleas, Union County, Ohio.
Feb. 17" 1904.

Now comes the plaintiff herein, by his attorney and this cause was submitted to the Court upon the pleadings including the supplemental petition herein, and on consideration whereof, the Court find: That the plaintiff is entitled to the relief prayed for in said supplemental petition. It is therefore ordered and adjudged by the Court, that said David Wise, Executor under the will of said Anthony Wise, deceased, is hereby authorized to sell the balance of said land, remaining unsold, described in the original petition herein and at private sale, for not less than the full appraised value thereof. And further that he have power to execute deeds to purchasers, and to convey full title for same. And further that said cause No. 5730, be redocketed as prayed for.

5730.
Entry on report of Executor.

David Wise Ex. &c.
vs.
Sarah Wise, et al.
Court of Common Pleas, Union County, Ohio.
Feb. 17" 1904.

This day this cause came on to be heard on the report of the Executor herein, of his proceedings under a former order of this Court, and upon the motion of said petitioner to confirm the sale made in obedience to said order, and the Court being satisfied that said sale was fairly and legally made, it is ordered that the same be, and hereby is approved and confirmed. It is further ordered that said petitioner execute a deed of all right, title and interest of said David Wise as such Executor in said real estate to purchasers, William McKinley, and Calvin B. Thompson, under the firm name of McKinley & Thompson, for cash in hand, at $2.50 per acre, it being more than the appraised value thereof. The Court finds that said Sarah Wise, widow is now deceased. It is further ordered that the proceeds of said sale be distributed under the terms of the will of said Anthony Wise, deceased, after all costs and expenses are paid according to law. It is further ordered that this proceeding be recorded. And that the petitioner pay the costs herein taxed at $, out of the proceeds of said sale within ten days.

8278.
Precipe

8278
Summons.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the March Term, A.D. 1904, Be it remembered that heretofore to wit, on the 9th day of February 1904, the following petition was filed with the Clerk of said Court to wit:-

8278. Petition

Jennie Wright, Plaintiff.
vs.
Henry Wright, Defendant.

Court of Common Pleas, Union County, Ohio.

Plaintiff says:- That she has been a permanent resident of the State of Ohio, for the year last past, and is a bona-fide resident of Union County, Ohio. And that on the 25th day of Dec. A.D. 1899 at Delaware in the County of Delaware, Ohio, she was married to the defendant, and that to said marriage there have been no children born. She plaintiff says further, that the defendant for more than three years last past, has been guilty of gross neglect of duty, toward plaintiff in that he has wilfully failed to provide this plaintiff with food and clothing, and the common necessaries of life, so that she has been compelled to live by her own exertions and labor, although he was fully able to properly support her. Plaintiff further says, that the said defendant left her on March 27th A.D. 1903, without any cause or provocation on her part whatever and has been wilfully absent from plaintiff for more than three years last past, and wholly disregarded all marital duties, although said plaintiff was a faithful and obedient wife. The said plaintiff, Jennie Wright therefore asks, that she may be divorced from said defendant and for such other relief as is proper.

Milo L. Myers, Attorney for Plaintiff.

She said plaintiff herein, Jennie Wright, being duly sworn, says that the facts stated and the allegations made in the foregoing petition, are true as she verily believes. Jennie Wright.

Sworn to by Jennie Wright before me, and signed by her in my presence this 9th day of February A.D. 1904.

(Seal) Milo L. Myers, Notary Public.

8278. Precipe

Issue summons and copy of petition to the Sheriff of Delaware Co. O. returnable according to law. Milo L. Myers, Atty. for Plaintiff.

8278 Summons.

And afterwards on the 15th day of Feb. 1904, the following summons issued to wit:-

The State of Ohio, Union County ss:-

To the Sheriff of Delaware County, Greeting:-

You are commanded to notify Henry Wright that Jennie Wright 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 accompanies this summons) asking that she be divorced from him and for other proper relief. The cause may be heard and decided at any time after the expiration of six weeks from the service of this writ. Said Sheriff will make due return of this summons on the 29th

day of Feb. A.D. 1904. Witness my signature and the seal of said Court this 15" day of Feb. 1904.
(Seal). Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received this writ on the 15" day of February, 1904 at 3 o'clock P.M. and on the 23" day of February 1904 I served the same by handing to him, Henry Wright, a true copy thereof together with a certified copy of the petition filed against him in this cause.
Fees: $2.23. A. C. Williamson, Sheriff.

8238. Petition

8278 Entry

Jennie Wright
vs.
Henry Wright.

Court of Common Pleas, Union County, Ohio.
April 7" 1904.

Now came the peaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear the Court find him in default for answer & demurrer. The Court further find from the evidence adduced, that the plaintiff, at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union; and that the parties hereto were married as in said petition set forth.
The Court further find from the evidence, that the defendant has been guilty of wilful absence, and that by reason thereof, the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Jennie Wright and Henry Wright, be and the same hereby is dissolved, and both parties are released from the obligations of the same.
It is further ordered that the peaintiff be restored to her former name of Jennie Carter; and that she pay the costs of this proceeding taxed at $.

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the March Term, 1904. Be it remembered that heretofore to wit, on the 10th day of Sept. 1903, the following petition was filed with the Clerk of said Court to wit:-

8238. Petition

Hattie L. Webb, Plaintiff,
vs.
Arthur L. Webb 2nd
William H. Hill, Defendants.

Court of Common Pleas, Union County, Ohio.

The plaintiff says, she has been a resident of the State of Ohio, for more than a year last past and is now a bona-fide resident of Union County, Ohio. That on or about the 28th day of September, 1894, she was married to the defendant, Arthur L. Webb, at Licking County Ohio. That she lived with him about twelve (12) years and had born to them three children as follows to wit:- Mabel Webb, nine years old Sept. 25th 1903, Courtland Webb, six years July 3rd 1903, Arthur Webb, three years old. That on or about Aug. 10th 1888, she was married to one William H. Hill with whom she lived about one year and a half, when from neglect and abuse, she was compelled to leave him. She went away from said Hill and came to Ohio to her mother: when about the year 1894, she heard that by a letter from his sister and by a clipping of newspaper, that her first husband had committed suicide. She lived single until Sept. 1897, believing and relying on the statement that said Hill was dead. When she married said Webb as above stated, and never knew any better until about three years ago, when her first said husband, who was reported dead, put in his appearance to her as a peddler and admitted that he had the same published for a purpose and threatened to prosecute her unless she settled this matter. She refused to settle or live with him. Plaintiff continued to live with said Webb, until he abandoned her entirely. Said plaintiff therefore prays that by reason of willful absence, neglect and fraudulent conduct of the said William H. Hill, said marriage relation be set aside. That the said William H. Hill having been guilty of uttering and publishing the statement of his death for the purpose of deceiving the plaintiff. Plaintiff further prays, that said marriage relation so called between her and said Arthur L. Webb, be also set aside and held for naught for the reason of the marriage relation existing at the time of her marriage to said Webb with said Hill as aforesaid. Said plaintiff further prays that the Court enter a decree upon its docket in this case, making the said Mabel Webb, Courtland Webb, and Arthur Webb, the legitimate heirs at law of the said Arthur Webb. Plaintiff also prays for the custody, care control and Education of the said Mabel Webb, Courtland Webb and Arthur Webb and for all proper relief in the premises.

J. M. Kennedy, Atty,
for the Plaintiff.

The State of Ohio, Union County } ss: Hattie I. Nebb, being first duly sworn, says the facts and allegations of the foregoing petition are as she believes, true. Hattie Nebb.
Sworn to and subscribed before me this 11" day of September, 1903,
(Seal) J. M. Kennedy, Notary Public.

8238 Legal Notice

8238. Affidavit for Publication.

Hattie I. Nebb. vs. Arthur I. Nebb, William H. Hill. In Court of Common Pleas, Union County, Ohio. Filed Sept. 15" 1903.

Hattie I. Nebb being duly sworn, says Arthur I. Nebb, whose place of residence is unknown to plaintiff, and William H. Hill, late of Wellington, Sumner County, Kansas, and upon whom service of summons cannot be had in the State of Ohio, and that the above entitled case is one provided for by section 5048 revised Statutes of Ohio, And the plaintiff asks service by publication upon said defendants. Hattie Nebb.
Sworn to and subscribed by said plaintiff, this 11" day of September, 1903,
(Seal) J. M. Kennedy, Notary Public.

8238 Precipe.

Precipe filed Oct. 15" 1903.
To Clerk:- Issue summons in the above entitled case to Sheriff of Union County, for Arthur I. Nebb, and copy of petition to accompany the same, J. M. Kennedy, Atty. for Plaintiff.

8238. Summons.

On the 16" day of Oct. A.D. 1903 the following summons was issued to wit:-
The State of Ohio, Union County, } ss:- To the Sheriff of the County of Union, You are commanded to notify Arthur I. Nebb that Hattie I. Nebb, his 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 abandonment and asking that she be divorced from him, and for other proper relief, Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ, You will make due return of this summons on the 26" day of Oct. A.D. 1903. Witness my hand and the seal of said Court at Marysville this 16" day of Oct. A.D. 1903,
(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received 9 o'clock A.M. on the 16" day of Oct. A.D. 1903, and on the 20" day of Oct. A.D. 1903, 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.
S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

Fees: $2.60

8238 Entry

8238
Legal Notice

Arthur Nebb whose place of residence is unknown to the plaintiff, and William H. Hill, late of Wellington, Sumner County, Kansas, will take notice that the plaintiff Hattie S. Nebb filed her petition in the Court of Common Pleas, of Union County, Ohio, No. 8238, charging said William H. Hill with cruelty and neglect of duty and with fraudulently causing a notice of his death to be published in the newspapers, by which fraudulent means, she supposed herself to be an unmarried woman and married said Arthur S. Nebb. The prayer of said petition is that she be divorced from said William H. Hill, and that the marriage contract between her and said Arthur S. Nebb be cancelled and held for naught and that her children by said Arthur S. Nebb, to wit: Mabel Nebb, Courtland Nebb and Arthur Nebb be declared by the Court to be the legal heirs and legitimate children of said Arthur S. Nebb the same as if said marriage had been a legal marriage. Said case will be for hearing six weeks after said first publication of this notice at which time said defendants are required to answer.

Marysville, O. Sept. 16" 1903. Hattie S. Nebb.

The State of Ohio, Union County. } ss:- Personally appeared before me, J. W. Greiner, and made solemn oath, that the notice, a copy of which is hereto attached, was published for six consecutive weeks, to and next after Sept. 16" 1903, in the Marysville Tribune a newspaper of general circulation in the County aforesaid.

J. W. Greiner.

Sworn to before me and signed in my presence this 2nd day of Oct. A.D. 1903.

(Seal) Milton Haines, Deputy. Clerk.

8238
Entry

Hattie S. Nebb,
vs.
Arthur Nebb.

Court of Common Pleas. Union County, Ohio.
April 4" 1904.

This day this cause came on for hearing upon the petition and exhibits of the plaintiff, and the Court having heard the testimony of the witnesses of the plaintiff, as against William H. Hill and dismissed the petition as to the said Arthur Nebb, as follows to wit:- That at the time of the filing this petition, said plaintiff was a bona-fide resident of Union County, and that due notice of the pendency of this cause had been made upon said William H. Hill, by publication in the Marysville Tribune, a newspaper of general circulation in said County. And that said William H. Hill had been guilty of gross neglect of duty and wilful absence for more than three years next prior to the filing of this petition. It is therefore considered by the Court, that a complete divorce be granted to the plaintiff from said William H. Hill, And that plaintiff pay the costs herein taxed at $, and that so much of said petition, as relates to Arthur Nebb, be dismissed.

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the January Term, 1903. Be it remembered that heretofore to wit, on the 5th day of Nov. 1902, the following petition in Error was filed with the Clerk of said Court to wit:

8132. Petition in Error.

James S. Winters, Plaintiff in Error.
vs. Court of Common Pleas, Union County, Ohio.
M. W. Hill, Defendant in Error.

The plaintiff in Error, James S. Winters, says: That on the 21st day of August 1902, the defendant in Error, M. W. Hill, recovered a judgment against him, by the consideration of Jason Case, a Justice of the Peace within and for the Township of Claibourne, Union County, Ohio, a transcript of which judgment and proceedings is herewith filed. In said action before said Justice of the Peace, the plaintiff in error, James S. Winters was plaintiff, and the defendant in error, M. W. Hill was defendant.

The plaintiff in Error says there is error in the said proceedings and judgment before said Justice of the Peace, as will appear from the transcript thereof, herewith filed, in this to wit:- The counter claims set up by the said M. W. Hill, exceeded the sum of Six Hundred Dollars, and the same was disputed by the said James S. Winters, and being beyond the jurisdiction of said Justice of the Peace he erred in attempting to adjudicate the same.

2d. The said Justice of the Peace had no jurisdiction to make a finding and judgment in said action as the amount involved was more than Three Hundred Dollars.

3rd:- The said Justice heard evidence on said counterclaim and made a finding that the said James S. Winters was indebted to the said M. W. Hill in the sum of Six hundred and fifty five Dollars and twenty cents, ($655.20). As this finding purports to have been made from the evidence, it was beyond the jurisdiction of the said Justice of the Peace, and is wholly void.

4th:- Said Justice had no jurisdiction to render any judgment in said action, or to adjudicate the claims therein presented.

5th:- The said Justice of the Peace erred in rendering judgment against the said James S. Winters for said sum of Three Hundred Dollars, and erred in rendering judgment against the said Jas. S. Winters in any sum.

6th:- The said finding and judgment is erroneous and void for the want of jurisdiction and authority to make it. Wherefore the said James S. Winters the plaintiff in error prays the Court that the said proceeding and judgment may be reversed, and held for naught, and that he may be restored to all things he has lost by reason thereof.

J. L. Cameron, Attorney,
for Plaintiff in Error.

8132. Entry

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8132. Entry

James S. Winters
vs.
Morris M. Hill.

Court of Common Pleas, Union County, Ohio.
January 15th 1903.

This cause coming on for hearing upon the petition and the transcript of the proceedings and judgment of Jason Carr, a Justice of the Peace for this County, on consideration whereof, the Court find that there is no error in said proceedings and judgment, and the said judgment is therefore affirmed at the cost of the plaintiff in error, taxed at $
It is therefore ordered that said judgment be carried into effect in the same manner as if rendered in this Court, and execution is awarded therefore, as well as for costs herein.
Plaintiff in Error duly excepted at the time to all of said findings, order and judgment.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, 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 the said Court at the March Term, A.D. 1904, Be it remembered that heretofore to wit, on the 15" day of January, 1904, the following petition was filed with the Clerk of said Court to wit:-

8266. Petition.

Abbie N. Wheeler, Guardian of Harold N. Wheeler, a minor, Plaintiff

vs.

Court of Common Pleas, Union County, Ohio.

J. N. Tilton as Treasurer of Union County, Ohio. -- Defendant.

The plaintiff Abbie N. Wheeler as said Guardian, comes and complains of the defendant J. N. Tilton, as Treasurer as aforesaid, and for cause of said complaint says:- That plaintiff was duly appointed and qualified as guardian of Harold N. Wheeler, a minor on the 26" day of March, 1888, and is yet the Guardian of said Harold N. Wheeler; that the said Harold N. Wheeler arrived at the age of twenty one years on November 12" 1903. That the defendant is the duly elected & qualified Treasurer of Union County, Ohio, That the said Harold N. Wheeler is the only child of this plaintiff and Henry Wheeler deceased. That on or about Nov. 1st 1900, the said Abbie N. Wheeler obtained an order from the Probate Court of Union County, Ohio as said Guardian to sell 201 acres of land belonging to said ward; that said real estate was sold for Seven Thousand and thirty five ($7035) Dollars that there was Four Thousand and Eight hundred and five dollars & ninety three cents ($4805.93) of the proceeds of the sale of said land which belonged to said ward, and the remainder was the dower of this plaintiff, and which the Court decreed to her. That on Nov. 2" 1900, the said plaintiff invested Four Thousand & one hundred dollars of said Wards money and which was a part of the proceeds of the sale of said two hundred and one acres of land, sold as aforesaid, in other real estate, and not being advised how the purchase should be made, took the title to the same in her individual name, as Abbie N. Wheeler, but with no intention of appropriating the said money to her own use, and with no other intention but that the said ward should have the said real estate as his own and the income therefrom.

2nd: That after being advised that she should obtain an order from the Probate Court to invest said ward's money in real estate & to that the title to the same should be taken to her as guardian of said Harold N. Wheeler. That the plaintiff applied to the Probate Court for an order to purchase productive real estate with the said ward's money; and on January 8th, 1903 obtained an order to purchase real estate, and that this plaintiff obtained the consent of the grantor in the deeds for the lands already purchased on Nov. 2nd 1900, to have the words "as guardian of Harold N. Wheeler" added to the name of this plaintiff, Abbie N. Wheeler, as grantee in said deed; that the same was duly recorded by

Recorder of Union County, Ohio, and is of record in Record of Deeds Vol. 80, Page 587. That the remainder of the money derived from the sale of the Two hundred and one acres of land sold as aforesaid, and belonging to said Ward was used wholly for the support of said ward, and in paying back borrowed money and which was already used for the support of said ward. That the taxes on said lands purchased by this plaintiff as guardian has been fully paid each year since the date of purchase and that there has been no money belonging to said ward in the hands of this plaintiff as guardian as aforesaid, except that invested in lands as stated above. That the County Auditor of Union County, Ohio, has certified to the aforesaid Treasurer, as delinquent taxes the sum of Three hundred and thirty one Dollars and seventy one cents ($331.71) for the year 1901, & 1902, on the amount of money which was invested in real estate November 2nd, 1900, for the use of said guardian. That there is not $331.71 nor any part of the same due as taxes from this plaintiff as said Guardian.

That the said J. N. Tilton as Treasurer as aforesaid, now seeks to collect taxes in the sum of $331.71 for the years 1901 & 1902, on the amount of $485.93 and as heretofore stated was invested in lands before April 7th, 1901, for the use of said ward and which land title is in the name of Abbie N. Wheeler as Guardian of Harold N. Wheeler, a minor, and if the plaintiff as said Guardian be compelled to pay taxes on said amount of money already invested in lands for the use of said ward, she would be paying a double tax which is unlawful and would thereby produce a great injustice and manifest injury to this plaintiff as said guardian and also to the estate of said ward.

The plaintiff further represents that unless the defendant J. N. Tilton, as Treasurer as aforesaid, is restrained by injunction he will proceed to collect said amount of $331.71, all of which is charged against said ward as taxes on personal property.

Wherefore plaintiff prays that defendant be enjoined from demanding and collecting from her as said guardian the sum of $331.71 or any part of the same, as the amount claimed due as additional taxes for the years, 1901 & 1902. And upon the final hearing of this case, it be adjudged and decreed that the temporary injunction granted in this case may be made perpetual; and for such other and further relief as may be proper.

F. A. Thompson,

State of Ohio, Union County } ss: I, F. A. Thompson, do solemnly swear that I am the Attorney of the plaintiff of the above entitled action, that the facts stated in said petition are within my personal knowledge, and true, and that the plaintiff is and has been for several months last past, out of the State of Ohio.

F. A. Thompson.

Sworn to before me and subscribed in my presence this 5th day of January, A.D. 1904.

(Seal)

Chas. C. Pinkerwood, Clerk.

8766. Precipe.

To the Clerk:- Issue summons for the defendant as said Treasurer, in the above entitled action, returnable according to law. (Endorse) " Action to enjoin the collection of taxes and for equitable relief.

F. A. Thompson. Attorney for Plaintiffs.

8766. Summons.

On the 5th day of Jan. A.D. 1904 the following summons was issued to wit:-

The State of Ohio, Union County ss:-

To the Sheriff of Union County: You are hereby commanded to notify J. N. Filton as Treasurer that he has been sued by Abbie N. Wheeler, Guardian of Harold N. Wheeler, in the Court of Common Pleas of Union County, and must answer by the 6th day of February A.D. 1904, 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 18th day of Jan. A.D. 1904. Witness my hand and the seal of said Court this 5th day of Jan. A.D. 1904.

(Seal)

Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received this writ January 5th A.D. 1904 at 3.30 o'clock P.M. and served same by personally handing to J. N. Filton, Treas, a true and certified copy of this writ with all the endorsements thereon, Janry 5th 1904.

Fees:- $1,76

S. F. Burnham, Sheriff.

8766. Undertaking by Plaintiffs for Injunction

Abbie N. Wheeler, Guardian

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

J. N. Filton as Treasurer. Filed Jan 5th 1904.

We bind ourselves to the said Defendant, J. N. Filton as Treasurer of Union County, Ohio, in the sum of Three Hundred Dollars that the plaintiff Abbie N. Wheeler Guardian of Harold N. Wheeler shall pay to the said defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted. Witness our hands this 5th day of Jan. 1904.

Abbie N. Wheeler by
F. A. Thompson, her attorney.
J. D. Mell.

This undertaking approved by me, this 5th day of Jan. 1904.

(Seal)

Chas. C. Penhorwood, Clerk.

8766. Entry.

Abbie N. Wheeler, Guard &c.

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

J. N. Filton as Treas. Jan. 5th 1904.

Upon motion to the Court, a temporary injunction is allowed herein until the further order of a Court of competent jurisdiction or a Judge thereof upon the execution of a bond by the plaintiffs in the sum of Three hundred Dollars to the acceptance of the Clerk of this Court.

8766 Entry

Abbie N. Wheeler, Guard. &c.

vs. Court of Common Pleas Union County, Ohio.

J. N. Filton Treasurer &c. Feb. 17th 1904.

This day leave was granted defendant to answer by March 1st 1904

8766. Answer.

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8766 Entry

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8266.
Answer.

Abbie N. Wheeler, Guardian &c.
vs.
J. N. Tilton, Treasurer &c.

Court of Common Pleas, Union County, Ohio.
filed Feb. 26" 1904.

Defendant admits that the County Auditor of Union County, Ohio, has certified to him for collection as delinquent taxes the sum of $331.71 for the years 1901 and 1902 against plaintiffs and that the same now stands charged on the Tax Duplicate of the County against plaintiff.
And said defendant further says that he is ignorant of the facts alleged in plaintiff's petition and therefore denies each and every allegation therein contained not herein specifically admitted.

James E. Robinson, Atty. for Defendant.

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

J. N. Tilton being first duly sworn, says the facts stated and the allegations made in the foregoing answer are true as he verily believes.

J. N. Tilton.

Sworn to before me and subscribed in my presence this 25" day of Feb. 1904.
(Seal)

James E. Robinson, Notary Public

8266
Entry

Abbie N. Wheeler, Guardian &c.
vs.
J. N. Tilton, Treasurer &c.

Court of Common Pleas, Union County, Ohio.
June 1" 1904.

Now come the parties hereto by their Attys. and thereupon this cause came on for hearing on the pleadings and evidence; and was submitted to the Court; On consideration whereof the Court do find on the issue joined, for the plaintiff, as to the amount of Two Hundred & fifty seven Dollars and 22 cents but that the Court finds for the defendant in the sum of Seventy three Dollars and seventy eight cents ($73.78). It is therefore on motion of the plaintiff, adjudged and decreed that the injunction heretofore granted in this action be, and the same hereby is, made perpetual as to the amount of Two Hundred & Fifty seven Dollars and Twenty two cents, ($257.22). but is modified so as to allow said injunction to be dissolved as to the sum of Seventy three Dollars and Seventy eight cents. And it is further considered that the said plaintiff recover from said defendant as Treasurer, her costs taxed at $

Attest: Chas. C. Sunhorwood, Clerk.
By Milton Haines, 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 the said Court that the January Terms A.D. 1904. Be it remembered that heretofore to wit, on the 18th day of July 1903. the following petition was filed with the Clerk of said Court to wit:-

8205 Petition

Malen Wright, Administrator with the will annexed of the estate of William Moffitt, deceased,- Plaintiff.

vs.

Court of Common Pleas, Union County, Ohio.

John N. Moffitt, Clara A. Moffitt, Benjamin Rogers and William A. Pfouts, ---- Defendants.

The plaintiff says, that on the 5th day of October, 1901. he was appointed Administrator with the will annexed of the estate of William Moffitt, deceased, by the Probate Court of Union County, Ohio, and that he is now the duly appointed, qualified and acting Administrator with the will annexed of said estate.

That on the 11th day of August, 1902, said plaintiff filed in the Probate Court of Union County, a petition to sell the real estate of said estate to pay debts of said decedent, and such proceedings were had thereon; that on the 18th day of March, 1903, said Court found that it was necessary for the plaintiff to sell said real estate to pay said debts, and ordered that if bond be given to prevent sale, that the defendants, John N. Moffitt, Clara A. Moffitt and Lula M. Moffitt should give bond for the payment of (2/3) two thirds of said debts and costs of Administration, after the payment of Two hundred Dollars by Hendricks, Bonham and Harris. Whereupon the said John N. Moffitt and Clara A. Moffitt gave bond to said plaintiff with Benjamin Rogers and William A. Pfouts as sureties in the sum of One Thousand Dollars, conditioned that the said John N. Moffitt should pay two thirds of said debts, together with the charges of administration, then said bond to be void, which said bond was duly signed and executed by all of said defendants.

That on the 19th day of June, 1902 plaintiff filed his first account in said Probate Court, and said Court on the 26th day of December, 1902. found that the plaintiff has collected the sum of $600.25 assets of said estate and had expended for said estate the sum of $84.47 and that there was a balance in said plaintiffs hands of $107.55

Plaintiff says that since filing said account he has collected of the assets of said estate the sum of $47.45 and from the said John N. Moffitt on his said bond, the sum of $300.00 and from Hendricks, Bonham and Harris, the sum of $250.00 making a total of $1305.00 which he has received from all sources since the filing of said account.

Plaintiff further says that he has paid since the filing of said account, debts of said decedent in the amount of $93.53 Charges of Administration $309.00 That there remains unpaid of indebtedness of said estate, $295.17 and that the costs of administration

8205 Precipe.

8205 Summons

8205 Answer

not yet paid will amount to not less than $200.00 Plaintiff further says, that the defendant John N. Moffitt has refused and still refuses to comply with the conditions of said bond, by paying two thirds of the indebtedness of said estate together with the costs of Administration and refuses to pay the same to the plaintiff although plaintiff has repeatedly made demand therefor. Wherefore plaintiff prays for a Judgment against said defendants in the sum of One Thousand Dollars and costs of this action.

W. S. Hooper and James E. Robinson, attys. for Pltff.

The State of Ohio } ss:- Malen Wright being first duly sworn says,
Union County } that the facts stated and the allegations made in the foregoing petition are true as he verily believes.

Malen Wright.

Sworn to before me and subscribed in my presence this 18th day of July, 1903.
(Seal)

Chas. C. Penhorwood, Clerk.

$205 Precipe.

To the Clerk:- Issue summons directed to the Sheriff of Union County, Ohio, for the defendants herein, and make same returnable according to law. Endorse petition, "Action for money only amount claimed $1000.00".

W. S. Hooper & James E. Robinson, attys. for Pltff.

$205 Summons.

On the 18th day of July A.D. 1903, the following summons was issued to wit:-

The State of Ohio, Union County ss:-

To the Sheriff of Union County:- You are hereby commanded to notify John N. Moffitt, Clara A. Moffitt, Benjamin Rogers and William H. Pfouts that they have been sued by Malen Wright, Admr. in the Court of Common Pleas of Union County and must answer by the 15th day of August A.D. 1903, or the 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 July, A.D. 1903. Witness my hand and the seal of said Court this 18th day of July, A.D. 1903.

(Seal)

Chas. C. Penhorwood, Clerk.

Sheriff's Return.

Received this writ July 20th A.D. 1903 at 8 o'clock a.m. and served same by personally handing to John N. Moffitt and Clara Moffitt true and certified copies of this writ on July 24th 1903.

S. F. Burnham Sheriff.

and by personally handing to Benjamin Rogers, and by leaving at the usual place of residence of William H. Pfouts true and certified copies of this writ July 26th 1903.

Fees: $4.65

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

$205 Answer

Malen Wright, Admr. &c.
vs.
John N. Moffitt et al.

Court of Common Pleas, Union County, Ohio

The defendants answer to the petition of plaintiff, and admit the appointment of the plaintiff as administrator as alleged. And admits that said Administrator filed a petition in the Probate Court of Union County, Ohio, to sell the land

to pay the debts of the deceased, William Moffitt as alleged.
Defendants further admit, that the defendants gave a bond as alleged, by plaintiff to prevent the sale of their real estate to wit:- they bonded themselves to pay two-thirds of the debts, and two-thirds of the charges of administration mentioned in said petition to sell said lands to pay the debts, and which might eventually be found to be due from said estate as alleged, and provided for in said bond.
The defendants further admit that said John N. Moffitt has paid on said bond the sum of Three hundred dollars and that said Hendricks, Bonham & Harris have paid on their said bond the sum of Two hundred and fifty dollars as alleged by plaintiff in his petition in this case.
Defendants deny each and every allegation of plaintiff's petition not herein admitted to be true.
For Second defence defendants say:- That the Court of Common Pleas has no jurisdiction whatever over the matters and facts presented by the plaintiff in his petition in this cause. Because defendants say that this same matter and same issues, are pending in the Probate Court of this County, and between the same parties hereto, and the same is still pending and undecided in said Court.
The defendants further say that the petition to sell said land to pay the debts of said William Moffitt, deceased was filed in said Probate Court, and is still pending therein, and is not yet disposed of by said Court. The bond to prevent the sale of said land, was duly filed in said Probate Court, under section 6146 Revised Statutes of Ohio, by the defendants herein, and the said Hendricks, Bonham & Harris filed a similar bond, said bonds being payable to the plaintiff as such Administrator. Said bonds were duly approved by said Probate Court, the said bonds binding the makers thereof, to pay all the debts and expenses of administration &c. of said estate mentioned in the petition to sell said lands to pay said debts and expenses of administration which might eventually be found due from said estate, together with the Charges of Administration the same as required by law.
That the plaintiff has made no final settlement of said estate, but on the contrary has asked leave for further time to settle said estate, and all those matters herein referred to are still pending for hearing in said Court. And said Probate Court has not as yet heard, found or decided what the debts are to be paid or the amount of the same according to the terms of defendants said bond. Neither are the charges of administration yet determined or found, by said Probate Court. That all of said questions are still pending for adjudication in said Probate Court.
These defendants therefore ask to go hence in this Court without day; that said petition be dismissed for want of jurisdiction to hear or determine the same in this Court & at the costs of the plaintiff. And defendants ask that the costs in this matter be adjudged against said Malen Might individually and not against the estate of said William Moffitt, deceased.
Porter & Porter, attorneys for said Defts.
John N. Moffitt, one of the above named defendants for himself and the other defendants herein, being sworn, maketh oath, that the facts stated in the foregoing answer are true as he believes.
John N. Moffitt

8205 Entry

8205 Reply.

8205 Motion

8205 Demurrer.

Sworn to by said John N. Moffitt before me and signed by him in my presence this 25th day of July A.D. 1903. E. N. Potter, Notary Public
(Seal) Union County, Ohio.

8205 Entry

Malin Wright, admr,
vs. Court of Common Pleas, Union County, Ohio.
John N. Moffitt et al. Oct. 15th 1903.

This day the Court grants leave to plaintiff to file reply and the same was filed.

8205 Reply.

Malin Wright, admr.
vs. Court of Common Pleas, Union County, Ohio.
John N. Moffitt et al.

1st: Reply to answer. The plaintiff for reply herein says he denies that same matters and same issues are pending in Probate Court of this County, and further denies that the petition to sell real estate is pending in Probate Court, undisposed of.

2nd Reply:- Said plaintiff avers that he cannot make final settlement until he receives money on bond to pay debts and Probate Court cannot fix amount to be paid until Administrator is able to make final settlement, that the Court cannot fix amount amount of costs until final settlement is made by Administrator. Plaintiff says he demanded of said parties the payment on said bond & that the same was refused.. Robinson & Hoopes.

The State of Ohio, } ss:- Malin Wright being sworn says the allega-
Union County } tions in the foregoing reply are as he believes true.
Malen Wright.

Sworn to and subscribed in my presence this 15th day of Oct. 1903.
(Seal) Milton Haines, Deputy Clerk.

8205 Motion

Malin Wright, admr,
vs. Court of Common Pleas, Union County, Ohio.
John N. Moffitt et al. Filed Oct. 19th 1903.

The defendants now come and move the Court to order and require the plaintiff to separately number and state his different grounds of defense to the answer of defendants, set up in his reply thereto. Porter & Porter, attys. for Defendants.

8205 Demurrer.

Malin Wright admr.
vs. Court of Common Pleas, Union County, Ohio,
John N. Moffitt, et al. Filed Dec. 28th 1903.

The defendants demur to the reply of the plaintiff filed herein, to the answer of the defendants, and for ground of demurrer say, That said reply does not state facts sufficient to constitute a sufficient reply to said answer.
Porter & Porter, Attorneys.
for Defendants.

8205
Entry.

Malin Wright, admr,
vs.
John N. Moffitt et al.

Court of Common Pleas, Union County, Ohio.
January 8th 1904.

This day this cause came on to be heard upon the demurrer of the defendants, and was argued by counsel, and submitted to the Court; on consideration thereof, the Courts sustains said demurrer, to which ruling and judgment the plaintiff by his Counsel then and there excepts. And this cause coming on to be further heard upon the pleadings, it is ordered by the Court that the petition herein be dismissed.

It is therefore ordered and adjudged by the Court, that the defendants recover of the plaintiff as such administrator their costs herein expended taxed to $, for which Execution is awarded. To all which orders and judgments of the Court the plaintiff by his Counsel then and there excepts.

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines, Deputy.

7857.
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 Honorable Duncan Dow, Judge of the said Court at the January Term, A.D. 1904. Be it remembered that heretofore to wit, on the 1st day of Dec. 1900, the following petition was filed with the Clerk of said Court to wit:

7857. Petition

The Southern Ohio, Loan and Trust Company, Plaintiff.
vs.
Court of Common Pleas, Union County, Ohio.
Anna Howard &c
J. D. Howard, her husband, Defendants.

The plaintiff says:- That it is a corporation organized, and doing business under said corporate name, and under the laws of the State of Ohio, and has its principal place of business in the City of Cincinnati, in Hamilton County, Ohio. Plaintiff further says that the said defendant, Anna Howard, under her application for that purpose, dated December 5th 1898, (a copy of which application is herewith filed) became one of the members of said company, and the owner of three shares of installment stock (class B. of said company, and in pursuance of said application the plaintiff on the 19th day of December 1898, advanced to the said Anna Howard the sum of Three Hundred Dollars ($300 00) the estimated value of said three shares of its said stock as a loan. In order to secure the payment of said sum so loaned the said Anna Howard together with her husband the defendant, J. D. Howard, on said 19th day of December, 1898, executed and delivered to plaintiff their mortgage deed, and thereby conveyed to plaintiff the following described real estate to wit:- Situated in the Village of Milford Center in the County of Union and State of Ohio, to wit:- Beginning at a lime stone in Red Street in Milford Center, Ohio, and South-easterly course to A. Pond & N. Downies lot of Twelve (12) acres; Thence with their line N. 20½° E. 24 poles to a stone in a ditch S. 67½° E. 8 64/100 poles to a stone in said ditch; Thence S. 39° W. 24 poles and 6 links to a stone in said Red Street, Thence with said street, N. 62½° W. 38/100 poles to the beginning containing one (1) acre of land. Said mortgage was duly filed for record with the Recorder of deeds of Union County, Ohio, on December 19th 1898, at 9.50 o'clock A.M. and was duly recorded by him in mortgage Book No. 40, Page 441, of said County. Said mortgage contained the following condition to wit:- Provided that if Anna Howard a member of said Company under her application bearing date the 5th day of Dec. 1898, to which reference is made as part hereof, having subscribed for three shares in class "B" therein, and having received from said Company as aforesaid the sum of Three hundred Dollars ($300) under the application bearing date the 5th day of December, 1898, to which reference is made as part hereof, shall pay, or cause to be paid to the said Company without demand thereof, according to its Constitution and By-Laws, until the monthly dues paid and the dividends credited and unpaid on said shares, shall amount to the sum of Three hundred Dollars

over and above all liabilities and loses.
I. The sum of One Dollar and fifty cents per month, being the monthly dues on said three shares, to be credited as provided in said Constitution and By-laws.
II. The interest due on said Three hundred Dollars, or money so advanced as specified in the Constitution and By-laws.
III. The premium bid on said Three hundred Dollars, or money so advanced as specified by the Constitution and By-laws.
IV. all fines, penalties and other charges which the said Anna Howard shall incur as a member of the said Company in accordance with said Constitution and by-laws.
V. All rents, taxes, assessments, costs of insurance and other charges upon said premises in accordance with said Constitution and by-laws; then these presents shall be void.
It is further stipulated and agreed by the said Anna Howard, the mortgagor, that if default be made as to any payments required hereby, that in addition to the security of said mortgage, the said Anna Howard shall be personally liable therefor and she hereby agrees to pay the same and any balance that may be found to be due to the mortgagee, after the proceeds of the mortgaged property have been applied to the satisfaction of the claim secured by the mortgage.
The plaintiff further says that no payment has been made on said loan except the sum of Thirty six Dollars ($36) for which she is entitled to credit as interest and premium paid on the same, And there is still due thereon dating from January 13" 1899 the sum of Three Hundred and fourteen Dollars & four cents, 314.04 as per statement hereto attached marked Exhibit A. and in accordance with the constitution and by-laws of said Company and is made a part here of.
The plaintiff's said mortgage is the first and best lien on the premises herein above described. The plaintiff therefore prays that its said mortgage be foreclosed; the said premises ordered to be sold; that a finding be made by the Court of the amount due plaintiff from the said Anna Howard under and by virtue of her said mortgage contract and her agrument with plaintiff and in accordance with the Constitution and By-laws of said Company as herein stated and set forth, and that out of the proceeds of the sale of said real estate, the said indebtedness due the plaintiff be first paid, and that execution be awarded for the balance. And plaintiff asks all other and further relief, to which it may be entitled from the facts herein stated. Porter & Porter, attorneys for Plaintiff

The State of Ohio, } ss: E. W. Porter being sworn says that he is one of the
Union County. } Attorney of the above named The Southern Ohio Loan & Trust Company duly authorized in the premises, That said plaintiff is a corporation; and is not a resident of said County of Union; and that the facts stated and allegations in the foregoing pleading of The Southern Ohio Loan & Trust Co. are, as affiant believes, true. E. W. Porter.
Sworn to by E. W. Porter before me, and signed by him in my presence this 1st day of December A.D. 1900.
(Seal) Chas. E. Pinkerwood, Clerk

7857 Precipe

8257 Summons

8257 Entry.

Exhibit A. :- Anna Howard, Milford Center, Ohio.

		Dr.	Cr.
#3744.	To the Southern Ohio Loan and Trust Co		
Jan. 13" 1899.	To Loan on mortgage		$275.00
" " "	Int. & Prem. on loan		48.04
" " "	Fines incurred on stock		27.00
" " "	By int. & Prem. paid	$36.00	
" " "	Balance due	314.04	
		$350.04	$350.04

7857 Precipe

To the Clerk:- Issue a summons against the defendants in the above entitled case, returnable according to law, Endorsement, claimed $314.04 with interest, dues and premiums from Jan. 13" 1899, in accordance with the Constitution and by-laws of the Plaintiffs Company. Porter & Porter, attys. for Pltff.

8257 Summons

On the 1st day of December, 1900, the following summons issued to wit:

The State of Ohio, Union County.

To the Sheriff of Union County: You are hereby commanded to notify Anna Howard, and J. D. Howard that they have been sued by The Southern Ohio Loan and Trust Company in the Court of Common Pleas of Union County, and must answer by the 29" 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 10" day of December, A.D. 1900, Witness my hand and the seal of said Court this 1st day of December, A.D. 1900.

(Seal) Chas. C. Denhorwood, Clerk.

Sheriff's Return.

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 the endorsements thereon, to Anna Howard, personally, to J.D. Howard by leaving a copy at his usual place of residence on Dec. 3" 1900.

Fees- $1.75

J. Ed. Robinson, Sheriff.

8257 Entry.

The Southern Ohio Loan and Trust Company.
vs. Court of Common Pleas, Union County, Ohio.
Anna Howard and J. D. Howard her husband.

Filed Jan. 23" 1901.

This day this cause came on to be heard upon the petition of plaintiff, the defendants both being in default for answer or demurrer; and the Court being fully advised in the premises, do find the statements and allegations in said petition to be true.

The Court further find that the defendants, Anna Howard is indebted to the plaintiffs as the plaintiff has alleged in its petition in the sum of Three hundred and thirty three Dollars and 39 cents ($333.39) with interest thereon from the 1st" day of January 1901, as alleged and claimed in plaintiffs petition, and find the Constitution and By-laws of said Company. And the Court further find that in order to secure the payment of said indebtedness with

the interest the said defendants executed and delivered to the plaintiffs their mortgage deed to the plaintiffs as alleged and upon the real estate described in said petition, and that said mortgage is the first and best lien upon the premises so described, And the Court further find that said claim is due and payable,
It is therefore considered, adjudged and decreed, that unless the said Anna Howard shall within three days from the entry of this decree, pay or cause to be paid, the said sum of money so found plaintiffs' due, as aforesaid, together with interest from said 14th day of January, 1901, and according to the terms of said mortgage deed, that said mortgage be foreclosed: said premises ordered to be sold: and that for that purpose, an order shall issue to the Sheriff of this County, commanding him to appraise, advertise and sell said premises, according to law and bring the proceeds into Court, subject to the further order thereof.

1857 Precipe. To the Clerk:- Issue an order of sale in this case to the Sheriff, against the property described in the petition of Plaintiffs.
Porter & Porter, Attorneys, for Plaintiffs.

1857 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 23rd day of Jan, 1901, The Southern Ohio Loan and Trust Co, obtained a judgment and decree against Anna Howard and J. D. Howard for the sums of Three hundred and thirty three and 39/100 Dollars and Fifteen Dollars costs of suit, And Whereas it was then and there, by said Court ordered, adjudged and decreed, that the said Anna Howard and J. D. Howard, within 3 days from the 23rd day of January A.D. 1901, pay unto the said The Southern Ohio Loan and Trust Co. the said sums of Three Hundred and thirty three and 39/100 Dollars with interest from the 14th day of Jan, 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 Plaintiffs' petition &c. And Whereas, the three days aforesaid have fully expired, and the said sums 333.39 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 & Executions at law, the following lands and tenements, situate in Union County, Ohio to wit: Beginning at a linne stone in Reed Street in Milford Center, Ohio, and southeasterly course to a stake W. N. Downie's lot of twelve (12) acres; Thence with their line North 20½° East 24 poles to a stone in said ditch: Thence South 39° West 24 poles and 6 links to a stone in said Reed Street: Thence with said street north 62½° West 3 88/100 poles to the beginning containing one (1) acre of land
We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales and Executions, and that you apply the proceeds of such

1857 Legal Notice

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 25" day of March A.D. 1901.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

In obedience to the command of the Order of Sale hereto annexed I did on the 26" day of March 1901, summon J. L. Boylan, L. G. Erb & A. Downes, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards, on the 26" day of March, 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 $375.00 Three hundred and seventy five Dollars, a certified copy of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County. And on the 26" day of March, 1901, I caused to be advertised in the Milford Center Chieftain (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 4" day of May, 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: 5 Consecutive weeks; and in pursuance to said notice, I did, on said 4th day of May A.D. 1901, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came The Southern Ohio Loan & Trust Company per E. M. Porter who bid for the same the sum of $346.00 and said sum being more than two thirds of the appraised value thereof, and said Southern Ohio Loan and Trust Co. being the highest and best bidder therefor, I then and there publicly sold and struck off the said lands and tenements to him for said sum of ($346.00) Three Hundred and Forty-six Dollars.

Fees: 5,80 Appraisers: $3,00.

A. F. Burnham, Sheriff.

7857
Legal
Notice

The Southern Ohio
Loan & Trust Co.
vs.
Anna Howard &
J. D. Howard.

Court of Common Pleas, Union County, Ohio.

On order of sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North Door of the Court House in Marysville, Ohio, on Saturday May 4th, 1901, at or about the hour of 1 O'Clock P.M. on said day, the following described real estate to wit: Situated in the Township of Union, County of Union and State of Ohio, and bounded and described as follows: Beginning at a Lime Stone in Reed Street

m Milford Center, Ohio, and southeasterly course to A & L. N. Downer's Lot of Surdus (12) acres, Thence with their line N. 20½°, E. 24 poles to a stone in Ditch; S. 67½° E. 8.64 poles to a stone in said ditch; Thence S. 39° W. 24 poles and 6 links to a stone in said Red Strut; Thence with said Strut N. 67½° W. 3.88 poles to the place of beginning, containing One (1) acre, appraised at $375.00 Terms of sale: Cash

A. F. Burnham, Sheriff.

Proof of Publication

7857. State of Ohio } ss: The undersigned being duly sworn, says that a copy
Union County. } of the annexed Notice was published for 5 Consecutive
weeks in the Milford Center Chian a newspaper of general
circulation in the County of Union, said publication beginning with Thurs
4th 1901 Thurs 8 12.99

Chas. F. Monroe.

Sworn to and subscribed before me this 6th day of Sept. 1901.
(Seal)

A. L. Scott, Notary Public.

7857 Entry. The Southern Ohio Loan & Trust Co. vs. Anna Howard et al.

Court of Common Pleas, Union County, Ohio
May 6th, 1901.

This day this cause came on to be heard on the motions of the Plaintiffs attorney to confirm the sale made in this case by the Sheriff, and the Court being fully advised in the premises, find the said return of said Sheriff and said sale made by him is correct and in conformity to law.

And the Court thereupon approves and confirms the sale and orders the Sheriff to make to purchaser a good and sufficient deed upon payment of the purchase money. All questions as to distribution of the proceeds is hereby passed.

7857 Entry The Southern Ohio Loan & Trust Co. vs. Anna Howard et al.

Court of Common Pleas, Union County, Ohio.
July 1st, 1901.

This day came the plaintiff and moved the Court to set aside the sale heretofore made in this case, and which sale the Court finds was confirmed at the present Term of this Court as appears on the Journal of the present Term and found on Page 244 of Journal 19, The Court hereby at the same term to wit, on July 1st, 1901 set said Entry aside, and hereby on said motion of plaintiff sets aside said proceedings of said Sheriff and the return of said sale as made by him and hereby orders and awards a new order of sale to issue in said case to said Sheriff, and the Sheriff is authorized and ordered to execute said last mentioned order of sale and make his return thereto, according to law.

7857. Alias Order of sale. The State of Ohio } ss: To the Sheriff of said County Greeting:
Union County. } Whereas at a Term of Court of Common
Pleas, holden at the Court House, within and

for said County, upon the 23" day of January, 1901, The Southern Ohio Loan and Trust Co. obtained a judgment or decree against Anna Howard and J. D. Howard for the sum of Three Hundred and Thirty three and 39/100 Dollars and Forty Dollars costs of suit. And Whereas, it was then and there by said Court ordered, adjudged and decreed that the said Anna Howard, et al, within three days from the 23rd day of January, A.D. 1901, pay unto the said The Southern Ohio Loan and Trust Co. the sum of $333.39 with interest at 6 per cent from the 1st" day of January, 1901, and costs aforesaid; and upon default to pay the same, that an order of sale issue 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 after three days aforesaid, have fully expired, and the said sum $333.39 and costs aforesaid, had not been paid or any part thereof, as appeared to us of record, then in accordance with said order of the Court an order of sale issued out of this Court, on the 25" day of March, A.D. 1901, under which the following lands and tenements were appraised, advertised and offered for sale to wit: (For description see petition). And whereas no sale was made under said order, We therefore command You, that you proceed 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: $ 375.00. and the money arising from said sale, and your proceedings therein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date hereof. Witness my hand and seal of said Court this 12" day of July A.D. 1901.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

In obedience to the command of the Order of Sale hereto annexed, I did on the 18" day of July, 1901, cause to be advertised in the Milford Center Chicoan (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 17" day of Aug. 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:- 5 consecutive weeks, and in pursuance to said notice, I did on said 17" day of Aug. 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 then and there came A. L. Scott, agt. for the S. A. L. & T. Co. who bid for the same the sum of Two Hundred and Ninty ($290.00) Dollars and the said sum being two-thirds of the appraised value thereof, and the said A. L. Scott 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 Two Hundred and Ninty ($290.00) Dollars.

Fees:- $1.36.

S. T. Burnham, Sheriff.

7857
Legal Notice

The Southern Ohio Loan & Trust Co.
vs.
Anna Howard Wd
J. D. Howard.

Court of Common Pleas. Union County, Ohio.

On Alias 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 August 17th 1901, at or about the hours 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, State of Ohio, and bounded and described as follows:- Beginning at a line stone in Reed Street in Milford Center, Ohio and Southeasterly course to A & E. N. Downer's Lot of 12 acres. Thence with their line N. 20½° E. 24 poles to a stone in a ditch; S 62½° E. 8.64 poles to a stone in said ditch; S. 39° W. 24 poles & 6 links to a stone in said Reed Street. Thence with said Street N. 62½° W. 3.88 poles to the beginning containing one (1) acre, appraised at $375.00

Terms of sale; Cash

S. F. Burnham, Sheriff.

Proof of Publication

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 Milford Center Ohioan, a newspaper of general circulation in the County of Union, said publication beginning with July 18th 1901.

Chas. F. Monroe.

Sworn to and subscribed before me this 6th day of Sept. 1901.

Fees: $12.99 (Seal)

A. L. Scott, Notary Public.

Affidavit for Attachment. 7857.

7857
Entry

The Southern Ohio Loan & Trust Co.
vs.
Anna Howard et al.

Court of Common Pleas, Union County, Ohio.
Sept. 23rd, 1901.

This day came the plaintiff in this cause and moved the Court to confirm the sale heretofore made by the Sheriff in this cause and to order a deed to the purchaser; and the Court being fully advised in the premises, do find that the proceedings and sale made by said Sheriff are in all respects in conformity to law, and do approve and confirm the same: and it is further ordered that the Sheriff make to the purchaser a valid deed in fee simple for the premises so sold by him. And out of the proceeds of said sale the Sheriff is ordered to first pay the costs of this action taxed at $6.95 and the taxes and penalty now due on said premises; and that out of the balance of said proceeds of said sale, said Sheriff shall pay the claim of the plaintiff, and if any balance remains in the hands of said Sheriff, to pay the same to the defendant, Anna Howard and the Clerk is authorized and required to cancel said mortgage herein foreclosed, according to law, on the Record of Deeds & mortgages in this County. And the Court finds, that there is a balance due and unpaid to the plaintiff at this date of $64.16 for which execution is awarded.

Undertaking for order of attachment. 7857.

Affidavit for Attachment. 7857.

The Southern Ohio Loan & Trust Co.
vs.
Anna Howard et al.

Court of Common Pleas, Union County, Ohio.

I, A. L. Scott, make oath and say that the claim in this action is for an amount due, balance upon a judgment of Court of Common Pleas in this action. And I also make oath that the said claim is just, and that it is unpaid and that the plaintiff ought to recover thereon the sum of Fifty six and 95/100 Dollars as I verily believe, that the property about to be attached is not exempt from execution, and is not the personal earnings of the defendant for services rendered by her within three months prior to the commencement of said action, That this affiant is the agent of the plaintiff herein and is duly authorized in the premises, That the defendant is not the head or support of a family.
I also make oath that the said Anna Howard is about to convey her property into money for the purpose of placing it beyond the reach of her creditors. I also make oath that the said Anna Howard has property or rights in action which she conceals. I further say on my oath aforesaid, that I have good reason to, and do believe, that C. H. McAdow as Administrator of Daughery indebted to said Defendant and has property, moneys and rights in action of said defendant in his possession or under his control subject to be attached in this action,

A. L. Scott, Agent.

Sworn to and subscribed before me this 31st day of October, A.D. 1901,
(Seal)
Chas. E. Penhorwood, Clerk.

Undertaking for order of attachment. 7857.

On the 4th day of Nov. 1901, the following undertaking for an order of attachment was filed, to wit:

Whereas, The Southern Ohio Loan and Trust company has commenced a civil action against Anna Howard et al. in the Court of Common Pleas, within and for the County of Union, State of Ohio, to recover the sum of $346.95 upon which judgment was paid $290 00 leaving a balance due the plaintiff of $56.95. And whereas the said the Southern Ohio Loan and Trust Co. has applied to the Clerk of said Court, by filing the necessary affidavit for an order of attachment to be issued in said action against the said Anna Howard et al. Now therefore, we A. L. Scott, agent and The Southern Ohio Loan & Trust Company jointly and severally bind ourselves unto the said Anna Howard in the penal sum of One hundred & fifteen Dollars, that the said Ohio Loan & Trust Company shall pay the said Anna Howard et al. all damages which the said Anna Howard et al. may sustain by reason of said attachment, if the order proves to have been wrongfully obtained.
Dated this 31st day of October, A.D. 1901, A L Scott Agent
The Southern Ohio Loan & Trust Co.

The execution of the above undertaking and the sufficiency

of the sureties thereon approved by me this 31st day of Oct. A.D. 1901.
(Seal) Chas. C. Pemberwood, Clerk.

7857 attachment

The State of Ohio, Union County ss: Court of Common Pleas.
To the Sheriff of Union County:
You are commanded to attach and safely keep the lands, tenements, goods, chattles, stocks, or interest in stocks, rights, credits, money and effects of the defendant Anna Howard in your County not exempt by law from being applied to the payment of the claims of the plaintiffs, The Southern Ohio Loan & Trust Co. or so much thereof as will satisfy its claim for $56.95 and also for $10.00 the probable costs of this action. We also command you to notify O. N. McAdow, Administrator of Daughery to appear in said Court at the Court House in Marysville, on or before the 20th day of Nov. A.D. 1901, and answer, under oath, all questions put to him touching the property of every description, and credits of the defendant in his possession, or under his control, and he shall disclose truly the amount owing by him, as administrator or otherwise, to said defendant, whether due or not. You will make due return of this order on the 20th day of November A.D. 1901. Witness my hand and the seal of said Court this 31st day of Oct. A.D. 1901
(Seal) Chas. C. Pemberwood, Clerk.

Sheriff's Return.
Received this order on the 1st day of Nov. A.D. 1901, at 10 O'clock a.m. No lands, tenements, goods, chattles, stocks or interest in stocks, rights, credits or money to be found in Union County, and I also on the 1st day of Nov. A.D. 1901, delivered to O. N. McAdow, Administrator, a true and certified copy of this order and notice that the said O. N. McAdow, Admr. appear in this Court on or before the 20th day of November, A.D. 1901, and answer under oath all questions put to him touching the property of said Anna Howard. Given under my hand this 2nd day of November, A.D. 1901. Fees: $1.70. S. F. Burnham, Sheriff.

7857 Entry

The Southern Ohio Loan and Trust Co.
vs.
Anna Howard et al.

Court of Common Pleas, Union County, Ohio.
Jan. 4th 1904.

This cause coming on to be heard on the proceedings in attachment and garnishee of O. N. McAdow, as Administrator of Mary Laughrey.
It is ordered by the Court that said garnishee, O. N. McAdow as Administrator of Mary Laughrey, out of the funds in his hands as said Administrator, due and payable unto the defendant, Anna Howard upon final distribution of said estate, pay unto the plaintiffs, The Southern Ohio Loan & Trust Company, the balance due the said plaintiffs herein, Sixty four 16/100 Dollars. ($64.16) and interest

thereon from September 23", 190_ and the balance if any to said Anna Howard after the payment of costs herein. Should there not be sufficient funds due said Anna Howard on the final distribution, then said garnishee as said Administrator shall apply whatever amount may be due the said Anna Howard upon the claim of the plaintiff herein.
And execution is hereby awarded for any unpaid balance that might be due the plaintiff thereafter.

Attest:- Chas. C. Penhorwood, Clerk.
By Milton Haines, Deputy.

Cleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District, of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Court, at the September Term, A. D. 1904. Be it remembered that heretofore, to-wit, on the 23rd. day of August, 1904, the following petition was filed with the Clerk of said Court, to-wit:-

8343. Petition

Rettie Gorden
vs.
Nathan H. Gorden.

Court of Common Pleas,
Union County, Ohio,
Aug. 23rd. 1904.

Plaintiff says that she is now, and has been a resident of the State of Ohio for more than a year last past, that she is a bona fide resident of Union County, although she is temporarily residing in Delaware County, Ohio. That her causes of action hereinafter set forth arose in Union County, Ohio.

That she was married to the defendant in October of 1890, that there were born of said marriage 5 children as follows, Kenneth, aged 11 years, Zillah, aged 9 years, Kelton aged 5 years, Lolis aged 3 years old, and Nettie, aged 1 year. That she has been a faithful chaste and obedient wife toward said defendant, ever since said marriage.

1st For a First Cause of Action: Plaintiff says that the defendant has been an habitual drunkard for more than three years last past.

2nd For a Second Cause of Action:- Plaintiff says that the said defendant has been guilty of extreme cruelty towards her in this, to-wit; On or about the 29th day of July, 1903, he tried to kill their small baby and threatened to kill the plaintiff and all their children; and in this, to wit, that on or about the 21st day of June, 1903 he threatened to kill their boy, Kenneth and did point a revolver at him, and in this, to wit, that in October, 1902, he bit the ear of their child Lolis, so that said childs ear was badly lacerated and bruised and became very sore, and in this, to wit, that on or about December, 1901, he threw a heavy stick of stove wood at plaintiff, and in this, to wit, that on or about the day of July, 1899, he tried to rape his own daughter, Zillah, and was only prevented from so doing by the plaintiff by main force, and in this, to-wit, that he has often called all of their said Children out of bed and whipped them with a horse whip without cause or provocation and has repeatedly driven them from the table and refused to let them eat, and has repeatedly driven them out of the house, into the cold, and refused to let them re-enter the house.

3rd For a Third Cause of Action: Plaintiff says that defendant has been guilty of Gross Neglect of Duty towards her, in

that he has so failed to provide for plaintiff and her children that she has been compelled to take in washing to sustain herself and family, although defendant is a strong and able bodied man, and for the last year plaintiff has been compelled to entirely support herself and family with her own work and the charity of her friends and relations.

Plaintiff says that the defendant is the owner of a life estate in the following described real estate situated in the County of Union, Township of Millcreek, and State of Ohio, and being 8 and 1/2 acres and being the 8 and 1/2 acres willed to the defendant by Charles H. Gordon, deceased.

Plaintiff further says that the defendant is possessed of 10 chairs, 2 rocking chairs, 2 bed-steads beds and bedding, 2 carpets, 1 lounge, 1 dresser, 1 wash stand, 2 cupboards, 2 tables, about 80 cans of canned fruit, 1 cook stove, 1 heating stove,, 1 childs rocking chair, and dishes and cooking utensils, and 11 sow and pigs or side, and about 60 chickens.

Plaintiff further says that she has taken to her house seperate from the house of defendant, 1 coal oil stove, 1 sewing machine, 1 wash boiler, 1 wash pan, 1 kettle, a part of a set of dishes and 6 quilts.

Plaintiff further says that the defendant is a strong and able bodied man and able to work, and to earn $1.50 per day, that plaintiff is weakly and in poor health and is unable to do very hard work, and has no means of support other than by her own labor.

Plaintiff further says that defendant is a man of vicious and vulgar habits and wholly unfit for the care and custody of children.

Plaintiff further says that the defendant by habitual intemperance is squandering his property and has threatened to dispose of the balance and place same beyond her reach.

Wherefore plaintiff prays that the defendant may be enjoined from disposing of said land, and from disposing of any of said chattels and from interfering with her in the possession of the chattels which she now has in her possession, and that he may be enjoined from coming about her present home or in any way annoying her pending the hearing of this cause, and that on the final hearing she may be granted a divorce and custody of her five children, and that the defendant be adjudged to pay her reasonable alimony, and for such other relief, as may be just and equitable.

James E. Robinson, Attorney for plaintiff.

8343 Entry.

The State of Ohio, Union County, S.S.
Rettie Gorden, being first duly sworn, says the facts stated and the allegations made in the foregoing petition are true.

Mrs. Rettie Gordon.

Sworn to before me and subscribed in my presence this 23" day of August, 1904.

(Seal)

James E. Robinson,
Notary Public.

8343 Precipe.

To the Clerk:- Issue summons directed to the Sheriff of Union County for the within defendant, together with a copy of petition, and make same returnable according to law, also serve copy of injunction Entry.

James E. Robinson, Atty. for Plff.

8343 Summons.

On Aug. 23", 1904, the following Summons was issued.

The State of Ohio, Union County, SS:-

To the Sheriff of Union County, Greetings:-

You are commanded to notify Nathan H. Gorden that Rettie Gorden 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 accompanies this summons) asking that she be divorced from him, and for other proper relief. The cause may be heard and decided at any time after the expiration of six weeks from the service of this writ.

Said Sheriff will make due return of this summons on the 5th. day of September A. D. 1904.

Witness my signature and the seal of said Court, this 23" day of August, 1904.

(Seal.)

Chas. C. Penhorwood, Clerk.
By Olive Penhorwood. Deputy

Sheriff's Return.

Received this writ on the 24" day of August, 1904, at 6 o'clock P. M.; and on the 25" day of August, 1904, I served the same by leaving at the usual place of residence of Nathan H. Gorden, a true copy thereof, together with a certified copy of the petition filed against him in this cause.

Fees: $2 32.

S. F. Burnham, Sheriff.

8343
Entry.

Rettie Gorden
Vs.
Nathan H. Gorden

Court of Common Pleas,
Union County, Ohio.
Oct, 21", 1904.

This day this cause came on to be heard upon the petition and the evidence, the defendant being in default for answer and demurrer. 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; and that the defendant has been duly served with summons and a copy of the petition therein.

The Court further find upon the evidence adduced that the defendant had been guilty of habitual drunkenness, 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 Rettie Gorden and Nathan Gorden be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the care, custody, education, and control of the said children of the parties hereto be, until further order, confided to the plaintiff exclusively. And the said defendant is hereby enjoined from interfering in any manner with either of said Children in the petition named, or with the Plaintiff in the custody of them.

It is further ordered and adjudged that the said plaintiff have and possess as and for Alimony the following described real estate, in which the defendant has a life estate, to-wit:- Situated in the County of Union, Township of Millcreek, and State of Ohio, and being 8 and 1/2 acres, and being the 8 and 1/2 acres, willed to the defendant by Charles H. Gorden, deceased. And the defendant is hereby ordered ordered to convey all his interest in said premises, to said plaintiff by a deed of quit Claim.

And it is further ordered that upon the failure of said defendant to execute said conveyance within five days from the entry hereof that this decree shall operate as such conveyance; and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the office of the Recorder of this County, as will show such change of title.

And it is further ordered that the Plaintiff have and possess as and for alimony the personal property now in her possession; and that she pay the costs of this action taxed to $—, for which execution is allowed to issue.

Attest:- Chas. C. Penhorwood. Clerk.
By. Clive Penhorwood. Deputy.

8339
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 Courts of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Courts, at the September Term, A. D. 1904. Be it remembered that heretofore to-wit, on the 15th day of August, 1904, the following petition was filed with the Clerk of said Court, to-wit:-

8339
Petition.

S. G. Harrison
Vs.
The Village of Richwood, Ohio.

Court of Common Pleas,
Union County, Ohio.
Aug. 15, 1904.

The Defendant is a municipal corporation, being a village duly organized under the laws of the State of Ohio.

The plaintiff is the owner of certain unplatted farm lands lying within the corporate limits of said village and described as follows:-

Being about twenty-two acres, more or less, in a triangular piece out of the Southwest corner of the tract of land hereinafter described, and bounded on the South by the South line of said tract, on the West by the right of-way of the Erie Railroad Company and Beatty Avenue of said village, and on the East by an imaginary line extending through said tract from the South east corner thereof North degrees to the said right-of-way of said railroad company.

Said tract of land is described as follows, to wit:- Situated in the State of Ohio, in the County of Union, in the Township of Claibourne, and in Virginia Military Survey No. 6293, and bounded and described as follows: Beginning at an oak stump, now the corner to lands of Solomon Walker, deceased, and South west corner of lands formerly owned by James Landon; thence South 16.5 degrees, East 124.6 poles to a stone in the North line of N. Y. R. Young's land; thence South 87 degrees West 166.32 poles to a point midway between the rails of the N. Y. P. and O. Ry; thence North 29.75 degrees, East 146 poles to a point midway between the rails of the said N.Y.P. & O. Ry., and being also the middle of the Simeon Adams Road; thence North 89 degrees, East 58.2 poles to the place of beginning. Containing eighty-seven and forty-four hundredths acres of land. Excepting therefrom fifteen acres heretofore conveyed by William H. Ferguson and wife to Thomas Moore off the North part of said premises; and also excepting three and twelve hundredths acres owned and occupied by the said N. Y. P. & O.

Ry. Co. as and for a right-of-way. Leaving in said tract now owned by plaintiff sixty-nine and thirty-two hundredths acres, more or less.

The portion of said tract of land herein described as within said village is in the extreme border of the corporate limits thereof, and remote from places of business and amusement, and has no buildings thereon, and is used solely for farm purposes, and was included within the corporate limits of said village for no apparent reason other than simply to avoid the making of an extra angle in the corporate line thereof.

Plaintiff avers that the detachment of said lands from the corporate limits of said village would in no wise affect the good government of the adjacent territory within such village limits.

Wherefore plaintiff prays that said lands be detached from the corporate limits of said village of Richwood, Ohio, and attached to lands in the Township of Claibourne lying within the Richwood Village School District; and for all proper relief.

J. F. Millar, Atty. for Plff.

State of Ohio, Union County, ss:-

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

S. G. Horrison.

Sworn to before me and subscribed in my presence by the said S. G. Horrison this 13th. day of August, 1904.

(Seal.)

J. F. Millar, Notary Public, Union County, Ohio

8339 Waiver

Waiver of Summons and Entry of Appearance.

Now comes the defendant by its Mayor, M. W. Hill, and hereby waives the issue and service of Summons in this action and enters the appearance of the defendant for all purposes thereof.

M. W. Hill.

Mayor of the Village of Richwood, Ohio.

8339 Entry.

S. G. Horrison
vs.
The Village of Richwood, Ohio.

Court of Common Pleas, Union County, Ohio. Sept. 21st. 1904.

This Cause came on this 21st. day of September, 1904, and was heard by the Court upon the petition and the evidence; and upon due consideration thereof the Court finds the facts stated in the petition

to be true, that the lands therein described are farm lands, unplatted and within the corporate limits of the defendant village; and that said lands may be detached from said village without materially affecting the good government of the adjacent territory within said village limits.

Wherefore it is ordered, adjudged and decreed that said lands be detached from said village of Richwood and be attached to the Township of Claibourne adjacent thereto in the said County of Union; that the Clerk of this Court certify a copy of this Entry, with a description of said lands, to the Auditor of said County, that he may make the proper change in accordance therewith upon the tax duplicate of said County; and that the plaintiff pay the costs of this proceeding, taxed at $ ——, for which amount judgment is hereby rendered against him.

Attest:-Chas. C. Penhorwood, Clerk.
By, Clive Penhorwood, 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 the said Court, at the September Term, A.D. 1904. Be it remembered that heretofore to wit, on the 2nd. day of May, 1904, the following petition was filed with the Clerk of said Court, to wit:-

8304. Petition.

In the Matter of the Application of The Presbyterian Church by its Trustees Robert S. Carroll, William B. Snodgrass and Sylvester Southard for sale of Real Estate.

Court of Common Pleas, Union County, Ohio. May 2", 1904.

Your petitioners most respectfully represent that they are the Trustees of the First Presbyterian Church of Marysville, Union County, Ohio, duly elected and qualified as such.

That the First Presbyterian Church of Marysville, Ohio, is a religious society duly incorporated under the laws of Ohio by an act passed in February A.D. 1891.

That as such religious society the said Church is the owner, holder and by its trustees is now in possession of the following described real estate, situated in the Village of Marysville, County of Union, and State of Ohio, and bounded and described as follows, to wit:-

All of lot number two hundred and seventeen (217) and two hundred and sixteen (216) except thirty-four (34) feet of said lot number two hundred and sixteen (216) sold off the North side of said lot number (216) to Josephine Snodgrass on June 20th. A.D. 1899 (See deed record Union County Ohio, Volume 80 Page 124 for further particulars.)

That at a meeting of the congregation of said First Presbyterian Church held at the place usually used for holding such meetings of said Church, held on the 7th. day of April A.D. 1904, after due notice had been given to the Congregation for the holding of said meeting, a resolution was offered and after the same had been fully discussed in said meeting, was by said meeting passed by an unanimous vote, authorizing the trustees of said Church and Congregation then being, to sell, and said trustees are by said resolution, so passed, duly authorized to take the necessary steps to make such sale of the said real estate hereinbefore described.

8304 Legal Notice.

The said property is now used by said congregation as a parsonage for residence of the pastor of the Church and is a larger property than is required for such purpose. It is also needing extensive repairs and it is also proposed to improve the street passing on one

side of the property by regrading and constructing a brick parkway from the entire street, the said repairs of the property and the improvement of said street, it is estimated will cost one thousand dollars or more.

It is desired and proposed by said congregation to make sale of said parsonage property and reinvest the proceeds of such sale in another property to be used for the same purpose either by purchase of another property or by building a new parsonage better suited to the needs of the congregation.

Your petitioners therefore pray that they may have authority and direction from this Court to sell the said Real Estate at private or public sale for the objects and purposes herein set forth and that they may be allowed to sell for cash or on such terms as to time and manner of payments as by your petitioners may seem best for the interests of all concerned; and for all proper relief in the premises.

L. Piper,
Attorney for Petitioners.

State of Ohio, County of Union - ss.

Robert S. Carroll, one of the petitioners in this case being duly sworn according to law, says that the facts stated and the allegations in the foregoing petition set forth, are as he verily believes true.

Robt. S. Carroll.

Sworn to before me by Robert S. Carroll and by him subscribed in my presence this 3rd. day of April A. D. 1904.

(Seal.) L. Piper, Notary Public, in & for, Union County, Ohio.

8304 Legal Notice.

On June 4th, 1904, the following legal notice was filed.

Legal Notice.

Of Application to Sell Real Estate.

L. Piper, Attorney.

Notice is hereby given that Robert S. Carroll, William S. Snodgrass, and Sylvester Southard, Trustees of the First Presbyterian Church of Marysville, Ohio, have filed their petition in the Court of Common Pleas, of Union County, Ohio, praying authority and an order directing the sale of the following described premises, at private or public sale, to wit:-

All of lot number two hundred and seventeen (217) and two hundred and sixteen (216) except thirty-four (34) feet of said lot number two hundred and sixteen (216) sold off the North side of said lot number two hundred and sixteen (216) to Josephine Snodgrass on June 20th.

A.D. 1899. For further particulars see deed record of Union County, Ohio, Volume 80, Page 124.

The object of the said sale is to reinvest the proceeds of the said sale in other property to be used for parsonage for the use of the said First Presbyterian Church.

Said petition will be for hearing on 6th. day of June A.D. 1904, or as soon thereafter as the same can be heard.

L. Piper, Atty. for Petitioners.

May 4th. A.D. 1904. - 5 w.

Proof of Publication.

State of Ohio, Union County } S.S.: Personally appeared before me W. O. Shearer, and made solemn oath, that the notice, a copy of which is hereto attached was published for 5 consecutive weeks on and next after May 4th, 1904, in the Marysville Tribune, a newspaper of general circulation in the County aforesaid.

W. O. Shearer.

Sworn to before me and signed in my presence this 4th. day of June, A.D. 1904.

(Seal) Chas. C. Penhorwood, Clerk.

Printer's Fees:- $12.00.

8304 Order of Sale.

On June 7th. 1904, the following Entry was filed:-

8304. Entry.

In the Matter of the Application of the First Presbyterian Church of Marysville, Ohio, by its Trustees, Robert S. Carroll, William G. Snodgrass, and Sylvester Southard, for the Sale of Real Estate.

Court of Common Pleas, Union County, Ohio, June, 7th. 1904.

to be heard upon the petition of the Trustees of the Presbyterian Church of Marysville, Ohio, and the same was submitted to the Court on the petition and evidence:

This day this cause came on

On consideration whereof, the Court being fully advised in the premises, do find the sale of the premises described in the petition, appears, upon the hearing thereof, to be desired by the members of said church, and that authority should be given to accomplish the same:

It is therefore by the Court ordered and decreed that the said trustees of said Church be, and they are hereby authorized and empowered to cause the appraisement and make the sale of the premises in the petition described, at private sale as asked for in the said petitions, and at not less than the appraised value thereof, or at public sale if not sold at private sale, upon the following terms to-wit:- Cash in hand on day of sale, or if thought better by said trustees to sell on time one third one third Cash in

hand on day of sale and the balance in two equal installments, one due in one and the other due in two years from the day of sale, the deferred payments to draw interest at the rate of 6 per cent. per annum, from the day of sale, and be secured by mortgage on the premises so sold, and upon such sale being made by said trustees, and the compliance with the terms thereof by the purchaser; said trustees are directed in behalf of said church to convey said real estate to such purchaser by proper deed, and the proceds arising therefrom they are directed to invest in other real estate to be used for parsonage purposes for said church.
L. Piper, Atty. for Trustees.

8304 Order of Sale.

Be it June 22nd. 1904, the following order of sale was issued:-
The State of Ohio } ss:- To Robert S. Carroll, Wm. G. Snodgrass,
Union County } and Sylvester Southard, Trustees of the First
Presbyterian Church of Marysville, Ohio, Greeting:-
Whereas, on the 7th. day of June, A. D. 1904. in a cause pending in said Court, wherein you, as the Trustees of the First Presbyterian Church of Marysville, Ohio, are Petitioners, an Order of Sale was made of the following described premises, to-wit: Situated in Paris Township, Union County, State of Ohio, and in the Village of Marysville, Ohio, and being all of lots number Two Hundred and Seventeen (217) and Two Hundred and Sixteen (216) Except Thirty-four (34) feet of said lot No. 216, sold off the North side of said Lot No. 216, to Josephine Snodgrass on June 20th. A. D. 1899. (See deed record Union County, Ohio, Volume 80. Page 124, for further particulars.) Said premises to be sold at private sale, for not less than their appraised value.
Or if not sold at private sale, then at public sale, and upon the following terms to-wit:- Either cash in hand, or 1/3 cash, 1/3 in 1 year, and 1/3 in 2 years. Deferred payments to bear six per cent. interest per annum from the day of sale (payable annually) and be secured by mortgage on the premises sold.
You are therefore hereby Commanded, without unnecessary delay to appraise and 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 22" day of June, A. D. 1904.
(Seal). Chas. C. Penhorwood, Clerk.

8304 Entry.

Returned and filed, July, 1st. 1904. Endorsed as follows:-

The State of Ohio } SS. On the 22nd. day of June A. D. 1904, before
Union County } me personally appeared, G. W. Court, H. W. Morey and O. M. Scott, herein named, and made solemn oath that they would, upon actual view, honestly and impartially appraise the real Estate of the Presbyterian Church of Marysville, Ohio, herein described in pursuance of the foregoing order.

G. W. Court.
H. W. Morey } Appraisers.
O. M. Scott

Sworn to, and subscribed before me this 22nd. day of June 1904.
(Seal)
L. Piper Notary Public in & for Union County, Ohio.

Report of Appraisers.

In obedience to the foregoing Order, after being first duly sworn, and upon actual view of the said premises in the foregoing order described, We the undersigned appraisers, estimate the value of said Real Estate at, Twenty-four Hundred Dollars ($2400.00), June 22nd, A.D. 1904.

G. W. Court.
H. W. Morey } Appraisers.
O. M. Scott

Report of Sale.

Received this order on the 22nd. day of June, A. D. 1904, and according to the command thereof, We on the 25th. day of June, A. D. 1904, sold the Real Estate therein described, (the same having been before appraised as required by law and the order of the Court.) at probate sale to Aaron B. Robinson, said sale being to the highest bidder, and for the sum of Twenty-five Hundred Dollars ($2500.00). and said sum being not less than the appraised value of said Real Estate.

Given under our hands this 25th. day of June, a.D. 1904.

Wm. G. Snodgrass & S. F. Southard, Of Trustees of First Presbyterian Church of Marysville, Ohio.

Affidavit - When sold at Private Sale.

The State of Ohio } SS. The above named Robert S. Carroll one
Union County } of the Trustees of First Presbyterian Church of Marysville, Ohio, 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, We made after diligent endeavor to obtain the best price for the property so sold, and that the sale reported is for the highest price that could be obtained for the property. Robt. S. Carroll.

Sworn to before me and signed in my presence this 25th day of June, a.D. 1904.
(Seal) Leonidas Piper, Notary Public, in & for Union County, Ohio.

8304 Entry. In the matter of the application of the Presbyterian Church, by its Trustees.

Court of Common Pleas
Union County, Ohio.
Oct. 25th. 1904.

This day this cause came on for hearing upon the report of the sale of the Real Estate in the petition described and the reinvestment of the proceeds; and the Court being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, the action of the Trustees herein, is hereby approved and confirmed.

Attest:- Chas. C. Penhorwood. 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 the said Court, at the September, Term, A.D. 1904. Be it remembered that heretofore to wit, on the 31st. day of March, 1903, the following petition was filed with the Clerk of said Court, to wit:-

8180 Petition

In the Matter of the Application of The Presbyterian Church of Marysville, Ohio, by its Trustees, Robert S. Carroll, William S. Snodgrass, and Walter Reid, For the encumbrance of Real Estate.

Court of Common Pleas, Union County, Ohio, Mar. 31, 1903.

8180 Legal Notice

Your Petitioners Most Respectfully Represent:-

That they are the Trustees of the First Presbyterian Church of Marysville, Ohio, duly elected and qualified as such.

That the said First Presbyterian Church of Marysville, Ohio, is a religious society duly incorporated under the laws of Ohio.

That as such religious Society, the said First Presbyterian Church is the owner and holder of the following Real Estate, and by its Trustees in possession of the same, to wit:-

Situate in the Village of Marysville, Union County, Ohio, and being all of lot number two hundred and seventeen (217) and two hundred and sixteen (216) except thirty-four feet sold off the North side of the said lot number two hundred and sixteen (216) to Josephine C. Snodgrass on June 20th. A.D. 1899. (See deed record Union County, Ohio, Volume 80 Page 124 for further particulars.)

At a meeting of the Elders, Building Committee and Trustees of said First Presbyterian Church held pursuant to notice duly given a resolution was offered and by said meeting unanimously passed directing and authorizing the trustees, then being, to encumber the said real estate in the sum of Twenty-five Hundred Dollars ($2500.00) for the purpose of paying to contractors on the building of new house of worship, said sum of Twenty-five Hundred Dollars, ($2500.00). a sum now due and owing to said contractors on construction of said of said building.

The object and purpose of making the said loan and placing the said encumbrance on said property being to pay the portion of the debt now due to said contractors on the construction of the new house of worship now under construction for the said First Presbyterian Church.

Your Petitioners, therefore pray, that they may be authorized by this Court to encumber the said real estate so as aforesaid and for the purpose herein set forth, and for all proper relief in the premises.

L. Piper, Atty. for Petitioners

State of Ohio } ss. Robb. S. Carroll being duly sworn according
Union County } to law, says that he is one of the Trustees
of the First Presbyterian Church duly authorized in the
premises and that the facts stated and the allegations in
the foregoing petition set forth, are as he verily believes true.

Robb. S. Carroll.

Sworn to before me by Robb. S. Carroll, and by him sub-
scribed in my presence this 31st. day of March, 1903.
(Seal).

L. Piper. Notary Public,
In & for Union County, Ohio.

8180 Legal Notice

On April 27, 1903, the following legal Notice was filed.

Legal Notice.

Of Application to Encumber Real Estate.

L. Piper, Attorney.

Notice is hereby given that William G. Snodgrass, Robert S. Carroll and Walter Reed, Trustees of the First Presbyterian Church of Marysville, Ohio. have filed their petition in the Court of Common Pleas, of Union County, Ohio, praying authority and an order directing them as such Trustees to encumber by mortgage, in the sum of Seventy-five hundred dollars, ($ 7500.00) the following described premises, to-wit:-

Situate in the Village of Marysville, in the County of Union, and State of Ohio, and being all of lot number Two Hundred and seventeen (217) and all of lot number Two Hundred and sixteen (216) excepting thirty-four (34) feet, off the North side of lot number Two Hundred and sixteen (216) which said 34 feet was sold and conveyed to Josephine C. Snodgrass on June twentieth (20) A.D. 1899, by the Trustees of said Church. (See deed Record Number 80, page 124 for further particulars).

Said petition will be for hearing on the 25th. day of April A. D. 1903, or as soon thereafter as may be.

William G. Snodgrass,
Robert S. Carroll.
Walter Reed.

Trustees of First Presbyterian Church, Marysville, Ohio.
Marysville, Ohio, April, 1st, 1903, - 4t.

Proof of Publication.

The State of Ohio, } ss. The undersigned, being duly sworn,
Union County, } says that a copy of the attached Notice
was published for 4 consecutive weeks in "The Marysville
Tribune," a newspaper of general circulation in the
County of Union, the first publication beginning
with April 4, 1903.

W. O. Shearer.

Sworn to and subscribed before me, this 28" day of April 1903.
(Seal) Chas. C. Penhorwood Clerk.
Printer's Fees, $10.90. By Milton Haines, Deputy.

8180 Entry.

In the Matter of the Application of The Presbyterian Church of Marysville Ohio, by Its Trustees, Robert S. Carroll, William G. Shodgrass and Walter Reed, for Encumbrance of Real Estate.

Court of Common Pleas, Union County, Ohio. April 27", 1903.

This day this cause came on to be heard on the petition and evidence, and was submitted to the Court:-

Whereupon the Court being fully advised in the premises, and upon due consideration, find that due notice of this proceeding has been given according to law, and that the allegations of the petition are true: that the object sought to be attained by this proceeding, is desired by said Church and that it is right and proper that authority be given to accomplish the same.

Wherefore the prayer of the petition is granted and the Petitioners are hereby authorized to encumber by mortgage the real estate in the petition described, in the said sum of Twenty-five hundred dollars ($2500.00) for the said purpose of paying part of the indebtedness accrued in the erection of our Church building, and it is further ordered that said loan be made for one year, and at a rate of interest not exceeding Six (6) per cent. per annum.

It is further ordered that said Trustees report their proceedings to this Court, upon the execution of this order of the Court.

8180 Order of Court.

On the 27" day of April A.D. 1903 the following order of Court was issued:-
The State of Ohio, Union County, ss.
Court of Common Pleas.
To the Trustees of the Presbyterian Church of Marysville, Ohio.:-
Greeting:-

Whereas on the 27th. day of April, A.D. 1903, on application to this Court it was ordered that the Trustees of said Presbyterian Church, be authorized and empowered to encumber by mortgage the real estate in the petition described in the sum of Twenty-five hundred dollars for the purpose of paying part of the indebtedness of the erection of our new Church Property; and that said loan be made for one year and bear interest at a rate not exceeding 6% per annum; now therefore this is to command you that you proceed

8180 Entry.

to make said loan of $250.00 and that you are authorized to encumber the real Estate in the petition described by mortgage to secure said loan; and of your proceedings in the premises you make due report to this Court. Witness my hand and seal of said Court, this 27th. day of April, A.D. 1903.

(Seal.) Chas. C. Penhorwood, Clerk.

Returned and filed, October, 25th, 1904. Endorsed as follows:-

In the Matter of the Application Of The Presbyterian Church of Marysville Ohio, by its Trustees, Robert S. Carroll, William G. Snodgrass, and Walter Reed. For Encumbrance of Real Estate.

Court of Common Pleas, Union County, Ohio.

Report of Trustees.

To the Hon. Judge of the Court of Common Pleas,

In obedience to the order hereto attached we the Trustees of said Church have to report, that we have encumbered the property in the petition herein described by a mortgage, made to the Citizens Home and Saving Company of Marysville, Ohio, in the sum of Twenty-five Hundred Dollars ($2500.00) at the rate of Six (6) per cent. per annum for one year.

Wm. G. Snodgrass.

One of Trustees of the Presbyterian Church of Marysville, Ohio.

State of Ohio, Union County. SS.

Sworn to before me by William G. Snodgrass, and by him subscribed in my presence, this 1st. day of April, A.D. 1904.

(Seal). L. Piper Notary Public. Union County, Ohio.

8180 Entry.

In the Matter of the Application of The Presbyterian Church of Marysville, Ohio, by its Trustees, Robert S. Carroll, William G. Snodgrass, and Walter Reed, for encumbrance of Real Estate,

Court of Common Pleas, Union County, Ohio. Oct. 25th/1904.

This day this cause came on to be heard on motion to approve and confirm the report of the petitioners, of their proceedings under the former order herein: and the Court being satisfied that said proceedings are in all respects regular and according to its order; the same are approved and confirmed; and it is ordered that the money realized from said encumbrance by said mortgage loan be used to make payment on the indebtedness of said Church, to contractors erecting said

House of Worship, as prayed in their petition.
It is further ordered that said petitioners pay the costs of this proceeding.

Attest: Chas. C. Penhorwood, Clerk.

8287
Petition

ers pay

, 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 Dorr, Judge of the said Court, at the September Term A.D. 1904. Be it remembered that heretofore to wit, on the 27th day of Feb. 1904, the following petition was filed with the Clerk of said Court, to wit:-

8287 Petition

Henry B. Knotts. vs. George Stall and J. Andrew Renner.

Court of Common Pleas, Union County, Ohio. Feb. 27th, 1904.

1- For a first cause of action against said defendant George Stall, the plaintiff Henry B. Knotts says that there is due him from said Stall on a promissory note of said George Stall the sum of $636.00 and for which sum he asks judgment, with interest thereon from February 27th, 1904, at the rate of 8% per annum, which promissory note the following is a copy with all the credits and endorsements thereon, to wit:-

"$600. Marysville, O. Nov. 23rd. 1901.

One year after date I promise to pay to the order of Henry B. Knotts, Six Hundred Dollars at 8% interest from date payable annually.

Value Received. George Stall."

Endorsements. "Marysville, Dec. 4th 1902 received forty-three dollars and fifty cents as interest." "Nov. 23rd 1903 a credit of $17.20" "January 5th. 1904 a credit of $12.92".

2- For a second cause of action the Plaintiff says that to secure the payment of the above described promissory note for our his first cause of action which is hereby adopted and made a part of this cause of action, according to the tenor and effect thereof the said defendant, George Stall unmarried, duly executed and acknowledged and delivered to the plaintiff his certain deed bearing date of the 23rd day of November 1901, and thereby conveyed to the plaintiff in fee simple free from all rights the following described lands, tenements and hereditaments situate in the County of Union, State of Ohio, Township of Allen and Survey of No. 4812 and bounded and described as follows, to wit:-

Beginning at a stone Corner to Abraham Spains land: Thence North 37 degrees West 43.7 poles to a stone corner to Richard Epps land; Thence North 87 degrees 56 minutes, East 130 poles to a stone in the Oliphant and Spain Road: Thence South 37 degrees, East 43.7 poles to two sugar trees and a hickory original

Corner to said survey: Thence South 54 degrees 55 minutes, East 130 poles to the beginning. Containing 35 acres More or less.

Also all right, title, interest and estate in and to about two and one half acres of land in the same survey which was purchased by Samuel Grow from Henry Grimes by agreement fixing the boundary line between the lands of said Henry Grimes dated April 19", 1873- and recorded in Union County records of Leases Book "A" Page 102.

Said deed was delivered to the Recorder in the Recorder's office of said Union County, according to law, on the 25" day of November 1901, at 11:50 o'clock A. M. and was duly recorded in record of Mortgages Vol. 43 Pages 328 and 329.

Said deed of mortgage has a condition there under written that in case the said George Stalb shall pay or cause to be paid said promissory note and the taxes on said premises as they respectively become due then deed shall be void, otherwise to be and remain in full force.

That said George Stalb has wholly failed to pay said promissory note and has neglected to pay the taxes on said premises permitting the same to become delinquent and permitting the land to be sold for taxes at a tax sale, wherefore said deed of mortgage has become absolute.

3. For a third cause of action the plaintiff says that one of the conditions contained in said mortgage deed set forth in the second cause of action herein which is hereby adopted and made a part of this cause of action was that the defendant George Stalb shall keep up the taxes on said premises and pay the same as they become due. That this the defendant George Stalb failed to do, and that said land was sold for taxes at a delinquent tax sale and that the Plaintiff Henry B. Knotts, to protect his interest therein was obliged to redeem the tax title at an expense of $23.15 which he claims with interest at the rate of 6% per annum from the 27" day of February, 1904, and for which he asks judgment.

4. For a fourth cause of action herein the plaintiff says that one of the conditions contained in said mortgage deed mentioned in said second cause of action which is hereto adopted and made a part of this cause of action, was, that in the event it became necessary to foreclose this mortgage the said George Stalb agreed to pay all the expenses of the same, including a reasonable attorney fee for plaintiff's counsel. The plaintiff says that his reasonable attorney fee in this case which he has been compelled to pay

is $15.00 which he claims I said defendant George Stall together with interest thereon at 6 o/o from the 27" day I February, 1904, and for which sum he asks judgment.

The plaintiff further says that said defendant J. Andrew Renner claims to have some lien upon said above described premises, and the plaintiff asks that he be required to set up the nature and amount of his asserted lien or claim in and upon the premises.

And plaintiff asks for judgment against said defendant George Stall for the sum of $636.00 set up in his first cause of action therein with interest at the rate of 8 o/o thereon from the 27" day of February 1904, and for the sum of $23.15 set up in his third cause of action therein with interest at 6 o/o thereon from the 27th. day of February, 1904, and also for the sum of $15.00 with interest thereon at 6 o/o from the 27" day of February, 1904, set up in his fourth cause of action therein. Making a total judgment of $674.15 which plaintiff claims as aforesaid.

Plaintiff asks that said premises be sold as upon execution to satisfy plaintiff's said mortgage indebtedness, said above claim and attorney fee due from said George Stall and for judgment by the plaintiff so to be obtained and the respective liens and claims of plaintiff and the said J. Andrew Renner be marshalled and determined by the Court, for costs, and all proper relief.

J. H. Kinkade, Atty. for Plff.

State of Ohio. Union County. ss:
J. H. Kinkade makes oath that he is the Attorney for the above named plaintiff Henry B. Knotts that the pleadings are founded upon a written instrument for the payment of money only. That said instrument is in their possession of the affiant and that the facts stated in the foregoing petition are within his personal knowledge, and that he believes the facts stated in the petition are true.

J. H. Kinkade.

Sworn to before me and subscribed in my presence by J. H. Kinkade this 27" day of February, 1904.

(Seal) Chas. S. Penhorwood, Clerk.

8287 Praecipe

To the Clerk:- Issue summons herein to the Sheriff of Union County for service on defendant endorsed "foreclosure of mortgage and payment of money amount claimed $674.15 with interest from February 27" 1904 at 8 o/o interest per annum for $636.00 and at 6% per annum upon $38.15 for which plaintiff will take judgment accordingly if defendant fail to answer."
Marysville, Ohio, February 27", 1904.
J. H. Kinkade, Plff's. atty.

8287 Answer & Cross Petition of J. Andrew Renner.

8287 Waiver.

Common Pleas Court, Union County, Ohio.
Henry B. Knotts
vs.
George Stall et. al.
March 1st. 1904.

The defendant J. Andrew Renner, through his attorney Charles Aubert, hereby waives service of summons and voluntarily enters his appearance herein.

J. Andrew Renner
By Chas. Aubert, His attorney.

8287 On the following date 27" day of Feb. 1904, the following summons was issued.
The State of Ohio, Union County, To the Sheriff of Union County:
You are hereby commanded to notify George Stall that he has been sued by Henry B. Knotts in the Court of Common Pleas of Union County and must answer by the 26" day of March A. D. 1904, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 7" day of March A. D. 1904.
Witness my hand and the seal of said Court, this 27" day of February, A. D. 1904.
(Seal) Chas. C. Leuhonood. Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.
Received this writ February 27" A. D. 1904. at 5 o'clock P. M. and served same by personally handing to George Stall a true and certified copy of this writ with all the endorsements thereon February 29", 1904.
Fees:- $1.52.
S. F. Burnham Sheriff.
By Allen Haines, Deputy.

8287
Answer & Cross Petition of J. Andrew Renner.

On March 9" 1904, the following Answer and Cross Petition was filed.
Court of Common Pleas,
Union County, Ohio
March 9", 1904.

Henry B. Knotts.
vs.
George Stall, et. al.

1- Now comes the defendant, J. Andrew Renner, and for his answer and Cross-petition says, that on the 25" day of November, 1901, the said defendant George Stall, made, executed, and delivered to this defendant his certain promissory note of said date, of which the following is a copy with all the credits and endorsements thereon, to-wit:-

"($280.00) Marysville, O., Nov 25, "1901.

Two years after date I promise to pay to the order of J. Andrew Renner, Two Hundred and Eighty ($280.00) and no/100 Dollars, with interest at 7% per annum, payable annually at Alton, Ohio, Value received.

George Stall."

Credits and endorsements: "Interest paid on this note up to Nov. 28, 1902". No other payments have been made on said note, and there is due thereon to said J. Andrew Renner the sum of Three hundred and Five ($305.22) and 22/100 Dollars with interest from March 8. 1904, which he claims.

2- At the time of the execution and delivery of said note by said George Stall, and to secure the payment of the same, said George Stall (unmarried), made, executed and delivered to said J. Andrew Renner his Mortgage Deed upon the premises set forth and described in plaintiffs petition and thereby conveyed to this defendant said premises. Said Mortgage Deed had a condition written therein as follows: That if said note should be paid, then said Mortgage Deed should be void. The said Mortgage Deed has become absolute; the conditions there of have been broken. Said Mortgage Deed was filed with the Recorder of Union County, Ohio, for record on the 28" day of November, 1901, at 11:35 o'clock A. M. and was recorded in Vol. 43. page 36 of Record of Mortgages for Union County, Ohio; that the mortgage of the plaintiff was made as alleged in his petition herein.

Wherefore, this defendant prays that the Court order his claim paid out of the proceeds of such sale as prayed for in plaintiffs' petition, subject only to the claim of the plaintiff; that the amount due him upon his Mortgage may be found and declared, and for such other relief as he may be entitled to in the premises.

Chas. Aubert, Atty. for J. Andrew Renner.

8287 Demurrer.

The State of Ohio, Franklin County, ss:
Charles Aubert being duly sworn, says, that he is the duly authorized attorney of this defendant, J. Andrew Renner; that the above pleading is founded upon an instrument for the payment of money, which is now in affiants possession, and that the facts stated in the foregoing answer and Cross-petition are within affiants personal knowledge, and that the facts stated therein are true as he verily believes.

Charles Aubert.

Sworn to before me and subscribed in my presence this 8th. day of March, 1904.
(Seal). G. E. Bibbee, Notary Public, Franklin County, Ohio.

8287 Praecipe

To Clerk:-
Issue summons for the within named defendant, George Stalb, directed to the Sheriff of Union County, Ohio, indorsed: prayer for judgment for $ 8605.22 with interest from March 8th. 1904. and foreclosure and equitable relief.
Chas. Aubert. Atty. for said Renner.

8287 Decree

8287 Summons

On 9th day of March, 1904, the following summons was issued.
The State of Ohio, Union County, ss.
To the Sheriff of Union County, Greeting:-
You are commanded to notify George Stalb, that, J. Andrew Renner, has filed and answer and Cross-petition in the case of Henry B. Knotts against George Stalb et. al. in the Court of Common Pleas of Union County, and that unless he answers by the 4th day of April, A. D. 1904, the answer and cross-petition of the said J. Andrew Renner against him filed in the Clerks office of said Court, such answer and Cross-petition will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 21st day of March, 1904.
Witness my hand and the seal of said Court, this 9th day of March, 1904.
(Seal). Chas. C. Penhorwood, Clerk.

Sheriffs Return.

The State of Ohio, Union County ss:
Received this writ March 10th. 1904, at 8 o'clock A. M., and pursuant to its command, I served same by personally handing to George Stall a true and certified copy of this writ, with all the endorsements thereon, March 12th, 1904.
Fees:- $1.36.
S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8287 Demurrer.

On March 21", 1904 the following demurrer was filed
Henry B. Knotts
vs.
George Stall and J. Andrew Renner
Demurrer to 4" cause of action in plaintiff's petition.

Court of Common Pleas,
Miami County, Ohio.
March 21", 1904.

Now comes the defendant George Stall and demures to the fourth cause of action in said petition, and says said fourth cause of action does not state facts sufficient to constitute a cause of action.

That said fourth cause of action as stated in said petition is usurious and illegal.

J. M. Kennedy, Atty. for George Stall.

8287 Decree

On April 4", 1904 the following Decree was filed.
Henry B. Knotts,
vs.
George Stall, et. al.

Court of Common Pleas.
Miami County, Ohio.
April 4", 1904.

This day this cause came on to be heard by the Court upon demurrer of the Defendant George Stall to the fourth cause of action in plaintiffs petition contained. And the Court in consideration thereof does sustain said demurrer and the cause being further considered by the Court in the petition of the plaintiff and the answer and cross-petition of the defendant J. Andrew Renner and the defendant George Stall not desiring to plead farther and the Court having heard the proof and evidence adduced by the parties respectively and the argument of their Counsel and being fully advised in the premises above, find:-

1- All and singular the statements containing in said petition to be true.

2- That there is now due to the Plaintiff Henry B. Knotts from the said defendant George Stall, upon said promissory note in said first cause of action set forth in the plaintiffs petition the sum of $636.00 which is entitled to draw interest from the 27" day of February 1904 at the rate of 8% per annum.

3- That there is due to the Plaintiff Henry B. Knotts from the defendant George Stall upon the plaintiffs third cause of action in said plaintiff's petition set forth the sum of $23.18 which is a lien upon the premises in said petition, for taxes and which is entitled to draw interest at the rate of 6% per annum from the 27" day of February, 1904.

4- And that there is due to the defendant J. Andrew Renner upon a second mortgage lien the sum of $—,

5- And that except what may hereby be found due

to the State for taxes upon said mortgage premises, if anything, the priority of the liens of the parties hereto upon said mortgaged premises which are as follows; first— the cost of this cause of action, second, the tax lien of the plaintiff Henry B. Knotts, set forth in the third cause of action in said petition and being for the sum of $23.15: Fourth, the amount due upon the plaintiff's first cause of action from said note to-wit the sum of $636.00; Fifth, the amount due Mr. J. Andrew Renner, defendant, upon his mortgage the sum of $ ——.

Therefore it is adjudged by the Court that the plaintiff herein recover against the said George Stall the said sum of $23.15 tax lien with interest from the 27th day of February 1904 at 6 % per annum and the said sum of $636.00 with interest at the rate of 8% from February 27th, 1904, together with his costs in this behalf expended taxed at $ ——, for which execution is awarded.

And it is further ordered by the Court that unless the said Defendant George Stall pay or cause to be paid said adjudged sums of money to the plaintiff within ten days from the date of the entry hereof, an Order of Sale issued to the Sheriff, for the time being, of said County, commanding him as such Sheriff to cause said premises to be appraised, advertised and sold as upon execution and that he bring the proceeds of such sale into Court to be distributed according to its further order.

8287 Order of Sale.

On the 26th day of April, 1904, 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 4th day of April 1904, Henry B. Knotts obtained a Judgment and Decree against George Stall, for the sum of Six Hundred and Fifty-nine 15/100 Dollars, and Dollars, Cost of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said George Stall, within 10 days from the 4th day of April A.D. 1904, pay unto the said Henry B. Knotts, the said sum of Six Hundred and Fifty-nine 15/100 Dollars, with interest from the 27th day of Feb. 1904, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at Law, to sell the Real Estate described in the Plaintiff's petition, &c. And, Whereas, the 10 days aforesaid having fully expired, and the said sum of $685.15, 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 Township of Allen and Survey #4812 and bounded and described as follows, to-wit:- Beginning at a stone corner to Abraham Spains land; thence North 37 degrees West 43.7 poles to a stone corner to Richard Epps land; thence North 5°7°56' East 130 poles to a stone in the Oliphant and Spain road; thence South 37° East 43.7 poles to two sugar trees and a hickory original corner to said Surrey: thence South 54°55' East 130 poles to the beginning, Containing 35 acres more or less, Also all right, title, interest and estate in and to about two and one half acres of land in the same Surrey, which was purchased by Samuel Gross from Henry Grimes by agreement, fixing the boundary line between the lands of said Henry Grimes, dated April 19th. 1875 and recorded in Union County records of leases Book "A" Page 102.
We therefore, Command You, that you proceed to carry said order, judgment and decree, into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and 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 26th day of April, A.D. 1904.

(Seal). Chas. C. Pemberwood.

Sheriffs' Return.

The State of Ohio, Union County, ss.
In obedience to the command of the Order of Sale hereto annexed, I did on the 29th day of April, 1904, summon R. J. Barnes, J. B. Galloway, and Jacob D. White, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards, on the 29th day of April A. D. 1904, 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 ($35) Thirty-five Dollars/per acre,)
a certified copy of said appraisal be forthwith deposited
in the office of the Clerk of the Court of Common Pleas of said
County. And on the 4" day of May, 1904, I cause to be
advertised in the Marysville Tribune, (a newspaper printed
and published, and of general circulation in Union
County), said lands and tenements to be sold at public
sale, at the door of the Court House of said County, on the
4th. day of June A.D. 1904, 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 4" day of June A.D. 1904
at the time and place above mentioned, proceed to
offer said lands and tenements at public sale, and
then and there came Jesse B. Poling, who bid for the
same the sum of Eight Hundred & Seventy-five & 63/100 Dollars,
and said sum being more than two-thirds of the appraised
value thereof, and said Jesse B. Poling 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 $875-63/100.

Total Sheriff's Fees: $19.60
" Appraiser's Fees: $3.00
" Printers' Fees. $15.75.

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8287 Legal Notice.

On June 6", 1904 the following Legal Notice was filed.

Sheriff's Sale.

J. H. Kinkade Attorney.

Henry B. Knolls
Vs.
George Stall
} On Order of Sale.

Court of Common Pleas,
Union County, Ohio.

By virtue of the above stated writ to me directed from the
Court of Common Pleas, of Union County, Ohio, I will offer
for sale at the North door of the Court House, in Marysville,
Ohio, on Saturday, June 4th. 1904, at or about the hour
of one o'clock. P.M. of said day, the following described
Real Estate, to-wit:- Situated in the County of Union
and State of Ohio, to-wit:- In the Township of Allen and
Survey No. 4812, and bounded and described as
follows, to-wit: Beginning at a stone corner to Abraham
Spain's land; thence North 87 degrees, West 43.7 poles
to a stone corner to Richard Epp's land: thence
North 57 degrees and 56 minutes. East 130 poles to a
stone in the Oliphant and Spain Road: thence South

8287. Entry Confirming Sale.

37 degrees, East 43.7 poles to two Sugar trees and a hickory original corner to said Survey; thence South 2-1/4 degrees 55 minutes, East 130 poles to the beginning, containing 35 acres more or less.
Also all right title interest and estate in and to about two and one half acres of land in the same survey which was purchased by Samuel Sroor from Henry Grimes by agreement, fixing the boundary line between the lands of said Henry Grimes, dated April 19th. 1875, and recorded in Union County records of leases Book "A" Page 102.
Appraised at $35. per acre. Terms of Sale; Cash.
L. F. Burnham, Sheriff,
Sheriff of Union County, Ohio.

Proof of Publication.

The State of Ohio, Union County, ss.

Personally appeared before me J. H. Shearer and made solemn oath, that the notice, a copy of which is hereto attached, was published for [-6-] six consecutive weeks on and next after May 4th. 1904. in the Marysville Tribune, a newspaper of general circulation in the County aforesaid.

J. H. Shearer.

Sworn to before me and signed in my presence this 6th. day of June A. D. 1904.

Printer's Fees, $15.75

Chas. C. Cushenwood, Clerk.

(Seal).

8287. Entry Confirming Sale.

On Sept. 19", 1904 the following Entry was filed.

Henry B. Knotts
vs.
George Stahl et. al.

Court of Common Pleas.
Union County, Ohio.
Sept. 19", 1904.

This day this cause came on to be heard upon the motion to confirm the sale made by the Sheriff on the 4th. day of June 1904, and upon producing the proceedings of the Sheriff, and the sale of the premises by him made in pursuance of a former order of this 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 the said Sheriff, or his successor as Sheriff of said County for the time being, execute and deliver to the said purchaser, Jesse B. Poling, a deed in fee simple for said lands and tenements, by said Sheriff sold as aforesaid. And it is further ordered that

the said Sheriff hold and pay over said purchase-money, towit, $ 875.83, as follows:-
First; The costs of this case taxed at $61.95.
Second; Taxes $ 8.82.
Third; To the Plaintiff, Henry B. Knotts, upon his tax lien the sum of $23,93, and upon his mortgage lien which is found to be the first and best lien upon said premises the sum of $663.60.
Fourth.- To J. Andrew Renner, upon his mortgage lien, the balance of the purchase-money to the amount of $ 316.50
Fifth.- The balance, if any, to the defendant, George Stahl.

8287. Entry. On Sept. 28", 1904, the following Entry was filed.
Henry B. Knotts. vs. George Stall et. al.
Court of Common Pleas, Union County, Ohio. Sept. 28", 1904.
This day upon motion of the purchaser of the real estate heretofore sold in this action, it is ordered by the Court that the Sheriff of this County cause a survey to be made of said real estate, and report to this Court forthwith the amount of land found in the premises so sold.

8287 Order for Surry. On Oct. 1st. 1904, the following Order for Surray was filed.
Henry B. Knotts vs. George Stall, et. al.
Court of Common Pleas, Union County, Ohio.
To the Sheriff of Union County:-
You are hereby commanded to cause to be surveyed the following described real Estate, towit:-
"Situate in Union County, State of Ohio, and Township of Allen, and Surray No. 4812, and bounded and described as follows, towit:- Beginning at a stone corner to Abraham Spain's land; thence North 37 degrees West 49.7 poles to a stone corner to Richard Epp's land; thence North 57 degrees 56 minutes East 130 poles to a stone in the Oliphant and Spain Road; thence South 37 degrees East 49.7 poles to two Sugar trees and a hickory, original corner to said Surray; thence South 54 degrees, 56 minutes East 130 poles to the beginning, Containing 35 acres more or less."
Also all right title interest and estate in and to about two and one half acres of land in the same Surray, which was purchased by Samuel Ison from Henry Grimes by agreement, fixing the boundary line between the lands of said Henry Grimes, dated April, 19", 1873, and

recorded in Union County records of Leases Book "A" Page 102."
You will cause the above described lands to be surveyed and report your proceedings, stating the amount of land found in said described premises, to this Court forthwith.
Witness my hand and the seal of said Court at Marysville, this 29" day of September, A.D. 1904.

(Seal). Chas. C. Penhorwood. Clerk.

Sheriff's Return.

State of Ohio, Union County, ss.
As I commanded by this writ, I have caused the premises to be surveyed by A. S. Mowry, as will appear by his report hereto attached.
Oct. 1st 1904.
Fees --- .60
A. S. Mowry 5.00
$5.60

S. F. Burnham. Sheriff.

Surveyor's Report.

Marysville, Union County, Ohio, October 1st. 1904.
To the Court of Common Pleas, Union County, Ohio:
As ordered by S. F. Burnham, Sheriff of said County, I have made a survey and measurement of the lands described in a certain mortgage from George Stall, to Henry B. Knotts, dated Nov. 28", 1901, which has been foreclosed in Case No. 8287, in said Court. and I find the amount of lands for which payment should be made is 35 $\frac{20}{100}$ acres, which amount should be named in the Sheriff's deed to the purchaser, instead of 35 acres.
I find the matter relating to an adjustment of lines by which 2½ acres more was included in the tract, has no foundation, in fact and should be stricken from said deed.

Andrew S. Mowry. Surveyor.

Fees for Survey & Expenses, $5.00.

Discription of premises.

Real Estate situated in Union County, and State of Ohio, to-wit; in Allen Township, and part of Survey No. 4812, and by true meridian courses, Bounded and described as follows:- Beginning at a Stake (witnessed by two Sugars and Ash) Southeasterly corner to said Survey No. 4812; Thence with the Southerly line of said Survey South 3-8° West 130 poles to a stone (witnessed by a Sugar and Hickory) a corner to lands formerly owned by Abram. Spain, Thence with the Easterly line of said lands, North 82° West 43 $\frac{82}{100}$ poles to a stone, a corner to lands conveyed by Richard Epps. to John B. Coats, Feb. 9", 1854, Thence with the Southerly,

line J said lands North 5-8° East 130 poles to a stone, a corner to said lands in the East line J said Surrey No. 4812; Thence with said line South 32° East 43 32/100 poles to the beginning. Containing 35 20/100 acres, be the same more or less.

8287. Entry.

On the 1st day J Oct. 1904, the following entry was filed.

Henry B. Knotts. vs. George Stall, et. al.

Court J Commons Pleas, Union County, Ohio. October 1st. 1904.

This day this cause came on to be heard upon the report J the Sheriff J the Surrey J the premises heretofore sold by him to Jesse B. Poling; and the Court upon examination J the report J said Sheriff, find that said premises consists J a tract J 35.20 acres instead J 37.50 acres as described J in the petition in this case.

It is therefore ordered and decreed by the Court that the Sheriff execute to the purchaser a deed for said premises upon his payment J the sum J $821.92, the purchase price at the rate J $23.33 per acre, the sum bid for said premises.

It is further ordered by the Court, that the Entry J September 19th, 1904, entered on Journal 20, page 81 J the records J this Court, be so amended as to comply with this order, to-wit:-

That the Sheriff out J the purchase money, $821.92, in his hands pay:-

First: The costs J this action taxed at $70.87

Second: The taxes on said premises, $8.52.

Third:- To the plaintiff Henry B. Knotts, upon his tax lien the sum J $23.93, and upon his mortgage lien, which is found to be the first and best lien upon said premises the sum J $663.60.

Fourth:- To Andrew J. Renner, upon his mortgage lien, the balance J the purchase money, to the amount J $316.50

Attest: Chas. C. Tenhoutood. Clerk.

8337 Petition.

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8337 Precipe

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Court, at the September Term, A.D. 1904. Be it remembered that heretofore to-wit on the 10th. day of Aug. 1904, the following petition was filed with the Clerk of said Court, to-wit:-

8337 Petition.

Susan Munson
Vs.
Homer Munson

Court of Common Pleas.
Union County,
Aug 10", 1904

The plaintiff says:-

1 First: 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 said County of Union, and State of Ohio,

2 Second: That on or about the 28" day of March, A.D. 1896, at Columbus Grove in the County of Putnam, and State of Ohio, she was married to the defendant, and she has ever since conducted herself toward the said Homer Munson, as a faithful and obedient wife.

3 Third:- The defendant disregarding his duties as a husband, has been willfully absent from this plaintiff for more than three years last past without any cause or justification therefor, so far as this plaintiff is concerned. That he deserted this plaintiff about six years ago, and has ever since wholly failed to provide this plaintiff a home or common necessaries of life.

4 Four — That the defendant regardless of his marital duties toward this plaintiff, has been guilty of habitual drunkenness for more than six years last past.

5 Five:- Plaintiff therefore prays that she may be divorced from this defendant, restored to her maiden name, Susan Cunningham, and have such other and further relief as in equity she is entitled to.

D. E. Thornton, Plff's. Attorney.

State of Ohio, Madison County, ss.
Susan Munson first being duly sworn, says, that the facts stated in her foregoing petition are true.

Susan Munson.

Sworn to and subscribed before me this 6" day of August, A. D. 1904.

D. E. Thornton, Notary Public.

8337 Prescipe

To Clerk:-
Issue summons, with copy of petition to Sheriff of Knox County, defendant being at present of Mt. Vernon, Knox Co.

D. E. Thornton, Atty.- for Plaintiff.

8337. Summons.

On Aug. 10", 1904, the following summons was issued.
The State of Ohio, Union County, ss.
To the Sheriff of the County of Knox. — You are commanded to notify Homer Munson (Lives in Mt Vernon) that Susan Munson 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 hereunto served on him) charging him with wilful absence, etc; and asking that she be divorced from him, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.
You will make due return of this Summons, on the 22" day of August, A.D. 1904.
Witness my hand and the Seal of said Court at Marysville, this 10" day of August, A.D. 1904.
(Seal). Chas. C. Penhorwood. Clerk.

8338 Petition.

8337 Entry.

On October 5", 1904, the following Entry was filed.
Susan Munson vs. Homer Munson
Court of Common Pleas.
Union County, Ohio.
Oct. 5", 1904.
Now came the plaintiff, and the defendant having been duly served with Summons and a copy of the petition herein, and having failed to appear, the Court find him in default, for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties were married, as in said petition set forth.
The Court further find that upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and habitual drunkenness 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 Susan Munson and Homer Munson be, and the same hereby is dissolved, and both parties are released from the obligations of the same, and the said Plaintiff be restored to her maiden name Susan Cunningham.
D.E. Thornton, atty. for Plff.

Attest:- Chas. C. Penhorwood. Clerk.

8337 Sheriff's Returns.

Received 10 o'clock A.M. on the 13" day of Aug. A.D. 1904, and on the 17" day of August A.D. 1904, 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.
Fees:- $1.05.
J.C. Shellenbarger, Sheriff.
By J.M. Grahams 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 Dorr, Judge of the said Court, at the September Term, A.D. 1904. Be it remembered that heretofore to-wit on the 15" day of Aug. 1904, the following petition was filed with the Clerk of said Court, to-wit:-

8838 Petition.

Oliver F. Moffett.
Vs.
Della Moffett.

Court of Common Pleas,
Union County, Ohio.
Aug. 15", 1904.

Said plaintiff says he is an actual resident of Union County, Ohio, and has had a bona fide residence in said State for more than one year last past. Said plaintiff says that he was married to said defendant on the 24" day of December, 1894.
That the following Children are the issue of such marriage, Neoma Moffett, 6 years old and Helen Moffett 3 years old.
That defendant has been guilty of gross neglect of duty toward plaintiff, nearly three years last past,- in this,- said defendant left this plaintiff, three years ago next Spring and has refused and neglected to live with plaintiff, or in any way assist this plaintiff in household work or in careing for said Children; said defendant has come and taken the older child herein mentioned at two different times, claiming she would care for her, and neither time kept said child more than two weeks, and each time took said child to the Childrens Home in said County, and this plaintiff has been compelled to get said child and care for her. Said plaintiff says that said defendant has been keeping company with other men, buggy riding at nights with them, and corresponding with them, since leaving said plaintiff; said plaintiff says that during the time she lived with this defendant, she wrote letters to one Webb Nelson, and told plaintiff she thought a great deal of him, and has been buggy-riding with said Nelson, since she left this plaintiff, and has been buggy riding with other men, since leaving the plaintiff.
Plaintiff says, said defendant is a person of vicious and profane habits and is wholly unfit to raise and care for said Children.
Wherefore Plaintiff prays that he may be divorced from said defendant and awarded the custody of said Children and for such other relief as is proper.

W. T. Hooper.
Atty. for Plaintiff.

State of Ohio, Union County, ss.
Oliver F. Moffett, being first duly sworn, says, the allegations of the foregoing petition are as he believes true.
Oliver F. Moffett.
Sworn to and subscribed in my presence this 15th day of August. 1904.
(Seal). Chas. C. Funkhouser, Clerk.

8338 Praecipe

To Clerk:- Issue summons directed to Sheriff of Union County, with copy of petition, action for divorce and custody of children, and returnable according to law.
W. T. Hooper, Atty. for Plaintiff.

8338. Summons.

On the 15th day of Aug. 1904, 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 Della Moffett that Oliver F. Moffett 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 hereunto served on her) charging her with gross neglect of duty &c, 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 29th day of Aug. A.D. 1904.
Witness my hand and the Seal of said Court at Marysville this 15th day of August, A. D. 1904.
(Seal). Chas. C. Funkhouser, Clerk.

Sheriff's Return.

Sheriff's Return.

Received 8 o'clock A. M. on the 16th day of August, A. D. 1904. and on the 17th day of Aug. A. D. 1904, I served the same upon the defendant by personally handing to her a true copy thereof together with a certified copy of the petition in this case.
Fees: $3, 28.
U. F. Burnham, Sheriff.
By. Allen Haines, Deputy.

8338 Entry.

On the 3rd. day of October, 1904, the following Entry was filed.
Court of Common Pleas,
Union County, Ohio,
Oct. 3rd. 1904.
Oliver F. Moffett.
Vs.
Della Moffett.

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 her in default for answer and demurrer. The Court further find upon the evidence adduced 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 date, 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 that the defendant has been guilty of gross neglect of duty, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Oliver P. Moffett and Della Moffett be, and the same hereby is, dissolved, and both parties are released from the obligations of the same; and that the plaintiff have the custody of the minor children, Neoma and Helen Moffett; and that he pay the costs of this action.

Attest: Chas. C. Cushenwood. 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 Dorr, Judge of the said Court, at the September Term, A. D. 1904. Be it remembered that heretofore to-wit on the 14th day of January, 1904, the following petition was filed with the Clerk of said Court, to-wit:-

8260 Petition

Clinton D. Malin
vs.
C. R. Powers,

Court of Common Pleas,
Union County, Ohio.
Jan. 14th, 1904.

The plaintiff says, that he, together with one Richard Curl, both of North Lewisburg Ohio, were at the time hereinafter mentioned, a partnership, formed for the purpose of carrying on business in this State, in the way of buying and selling real-estate, as agents, and on commission, under the firm name, and style of, Malin & Curl.

Plaintiff further says, that on the 20th day of March 1903, it was agreed by and between said Malin & Curl, and this defendant, by an agreement in writing signed by the defendant on that day, whereby said Malin & Curl were authorized by defendant to bargain and sell the property, consisting of fifty acres described below, and which belonged to defendant, for the sum of Twenty-two hundred and fifty dollars, ($2250.) or the sum of Forty-five dollars per acre. That said Malin & Curl were authorized, by said written contract, to bargain and sell said property at any time during the term of eight months from date, and thereafter until ten days notice should be given of withdrawal of said property from said Malin & Curl's hands in writing.

Plaintiff further says, that it was further agreed that if said Malin & Curl did sell, or were in any manner instrumental in selling said property during said time, that defendant would convey said property to the purchaser on sale of the same by said Malin & Curl, and would pay them two (2) percent. commission thereon, said commission to be paid out of the first instalment of purchase money paid.

Said land is bounded and described as follows, to-wit.- situate in the Township of Allen, County of Union, and State of Ohio in Virginia Military Survey No. 3742, and beginning at a stone in the center of the Paris road and with East corner to said Survey No. 3742; thence with the line of said Survey S. 3° 2½° W. 98 8/100 poles to a stone with east corner to John Parrs land; thence with his east line S. 37½° E. 40 40/100 poles to a hickory tree, corner to the line of Roger Polings land; thence with the line of said land

N. 52° E. 97 poles to a stake in the east line of said Surrey, and in the center of said road North 34 1/2 W. 40 29/100 poles to the beginning, containing twenty-four and one-half (24 1/2) acres.

Also one other tract of land, situate in Paris Township Union County, Ohio, and part of Surrey No. 5728, and beginning at a stone in the lands of George Worline in the center of the Paver road; thence with the South line of said Worline's land N. 85° E. 33 poles to a stone at the North-west corner to R. H. Snediker's land; thence with the West line of said line S. 32° 45' E. 131, 12 to a stone at the northerly corner of R. M. Henderson's land; thence with the North line of said land S. 65° 45' W. 31, 12 poles to a stone in the center of said road; thence with the center of said road N. 32° 31' W. 141, 96 poles to the beginning, containing twenty-five acres more or less.

That said Malin & Curl sold said fifty acres, on September —— 1903, for said sum of $2250.00 in cash, within said term of eight months from said date, and without having received any notice of withdrawal in writing or otherwise, as aforesaid, and otherwise duly performed all of the conditions thereof, on their part. That thereupon plaintiff demanded of defendant that he execute to the purchaser a good and sufficient deed of the said premises, and demanded payment of the sum of forty-five dollars, that being the amount due at two per cent. commission on said $2250.00, as compensation for said services, under this said contract.

The plaintiff further says, that said partnership of Malin & Curl, has been dissolved, and that by the mutual arrangment of each member of said partnership, and for a valuable consideration, said contract, and said claim of forty-five dollars, is now the exclusive property of the plaintiff, said Clinton D. Malin.

The plaintiff also says, that the following is a copy of said contract, to-wit:—

"Contract."

"I, the undersigned, of Paris Township, Union County, Ohio, do hereby authorize Malin & Curl of North Lewisburg, Ohio, to bargain and sell the property described below, at price set forth, and do hereby agree that I will convey said property on sale of the same. I further agree that said property shall be left with Malin & Curl for sale, for the term of 8 months from date, and thereafter until 10 days notice is given of withdrawal of said property from said Malin & Curl's hands in writing. I further agree that if said Malin & Curl sell, or are in any

manner instrumental in selling said property during said time, I will pay them 2 per cent. commission thereon said Commission to be paid out of the first installment of purchase money paid.

Description of Property.

1 piece 25 1/2 acres, with 7 room frame house, well, log barn, fences fair, $45.00 per acre.

1 this piece 24 1/2 acres at $48.00 - altogether $2250,

Price. Terms.

Executed in Duplicate this 20th day of March, 1908.

C. R. Powers."

That the defendant neglected to comply with the terms of said agreement on his part, and wholly failed, neglected and refused to pay said commission of two per cent. to the damage of the plaintiff, in said sum of forty-five dollars.

Therefore plaintiff prays judgment against the defendant, and in favor of the plaintiff, for said sum of forty-five dollars, together with the interest thereon, from the 30th day of September A. D. 1903, and for all other and further relief to which he may be entitled.

Porter & Porter, Attys. for Plaintiff.

The State of Ohio, Union County, SS.

E. W. 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, and that the facts herein stated are true, as he believes.

and further, that said plaintiff is a nonresident of said County of Union.

E. W. Porter.

Sworn to by said E. W. Porter before me, and signed by him in my presence this 14th day of January, A. D. 1904.

(Seal). Chas. C. Penhorwood, Clerk.

8260 Entry

On Jan. 14th, 1904, the following Entry was filed.

Clinton D. Malin
Vs.
C. R. Powers

Court of Common Pleas,
Union County, Ohio.
January 14th, 1904.

This day leave was granted Plaintiff to file petition herein, and the same was filed.

8260 Entry

On Feb. 16th, 1904, the following Entry was filed.

Clinton D. Malin
Vs.
C. R. Powers.

Court of Common Pleas,
Union County, Ohio.
Feb. 16th, 1904.

This day leave was granted the defendant to answer in 20 days.

8260 Entry

8260 Answer

8260. Entry.

8260 Entry

On March 21st, 1904, the following Entry was filed.

Clinton D. Malin
Vs.
C. R. Powers.

Court of Common Pleas,
Union County, Ohio.
March 21st, 1904.

This day on motion of defendant leave was given to file answer by Saturday, March 26th, 1904.

8260 Answer

On March 26th, 1904, the following answer was filed.

Clinton D. Malin
Vs.
C. R. Powers.

Court of Common Pleas,
Union County, Ohio.
March 26th, 1904.

Now comes the defendant C. R. Powers and for answer to the plaintiffs petition says:- that he denies each and every allegation in the plaintiffs petition contained.

McCrory & Cameron,
Attys for Defendant.

State of Ohio, Union County. SS.

C. R. Powers being first duly sworn says that the facts stated and allegations made in the foregoing answer are true as he verily believes.

C. R. Powers.

Subscribed & sworn to before me this 26th day of March A. D. 1904.

(Seal)

Richard L. Cameron,
Notary Public.

8260. Entry.

On the 13th day of Oct. 1904, the following Entry was filed.

Clinton D. Malin
Vs.
C. R. Powers

Court of Common Pleas,
Union County, Ohio.
Oct. 13th, 1904.

This day came the parties herein by their Attorneys, and also came the following named persons as Jurors, to-wit:- J. L. Sellers, Daniel Fry, Sylvester Southard, Fred Stierhoff, Ray Morse, Burl McLaughlin, George Emmert, Jasper Gosnell, R. E. Perry, Caleb Haines, L. C. Rosbury, Samuel Church, 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, argument, and charge of Court, the Jury retired to their room in charge of the Sheriff for deliberation.

And now comes said Jury into open Court with their verdict in writing, signed by their foreman and say:- "We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of Forty-seven 88/100 Dollars."

Dated Oct. 13th, 1904,

John L. Sellers, Foreman.

8260
Entry.

On the 17th day of October, 1904, the following Entry was filed.

Clinton D. Malin
Vs.
C. R. Powers

Court of Common Pleas,
Union County, Ohio.
Oct. 17th, 1904.

The Jury in this action Having on a former day of this Term rendered a verdict for the plaintiff, and assessed his damages at $47.88, and no motion for a new trial Having been made:-

It is therefore considered by the Court that the said Clinton D. Malin recover from the said C. R. Powers the said sum of $47.88, together with his costs herein expended, and Execution is awarded.

Attest:- Chas. C. Penhorwood, Clerk.

8263
Petition in Partition

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Court, at the September Term A. D. 1904, Be it remembered that heretofore to-wit on the 22" day of Dec. 1903, the following petition was filed with the Clerk of said Court, to-wit:-

8263 Petition in Partition

On the 22" day of December, 1903, the following Petition was filed.

S. V. Parsons
vs.
J. F. Millar, Administrator of the Estate of Dennis F. Parsons, deceased, and J. F. Millar, Admr. of the Estate of Rose Anna Parsons, deceased, and Robert Evans, James Evans, Kate Evans, Anna Cropp, Alice McFarland and Martha Peirson.

Court of Common Pleas, Union County, Ohio. Dec. 22", 1903.

Petition in Partition.

The plaintiff

S. V. Parsons, for his cause of action herein, says that for some time previous, and subsequently to the year 1870, said plaintiff and Dennis F. Parsons conducted an undertaking and furniture business under the name of Dennis F. Parsons & Brother, each party owning one-half interest in said business, and located in the Village of Richwood, Union County, Ohio. That in the year 1870 the property hereinafter described was bought by said partnership with partnership funds. and subsequently the brick building which now stands on said property was built and paid for out of said partnership funds.

That subsequently thereto said partnership was dissolved, but no final settlement of the affairs of said partnership was ever made between the partners. Said plaintiff further says that unbeknown to him said Dennis F. Parsons has taken the title to the hereinafter described property in his own individual name, and said plaintiff was not aware of said fact until a number of years thereafter.

Plaintiff further says that said deceased, Dennis F. Parsons held the undivided one-half interest in said property in trust for said plaintiff up to the time of his death in the month of August 1901, and that since said time defendants J. F. Millar, as Administrator, and Rose Anna Parsons, relict of said Dennis F. Parsons, and J. F. Millar, as administrator of the estate of Rose Anna Parsons, has held title to said undivided one-half interest in said property

in trust for said plaintiff, and that said plaintiff is entitled to a full one-half interest in said property, to wit, one undivided one-half part of the following described real estate situate in the Village of Richwood, County of Union and State of Ohio:

"All the front part of Lulot No. 41, extending back 100 feet from Franklin Street; also ten (10) feet off the South of Lulot No. 42, and extending back from Franklin Street one Hundred (100) feet."

Said defendant, J. F. Millar, as Administrator of the Estate of Dennis F. Parsons, sold that part of said property covered by a frame building to pay debts as Claimed, and as administrator of the Estate of Rose Anna Parsons, relict of the late Dennis F. Parsons claims an interest in said premises.

Defendant, Robert Evans, claims an undivided one-sixth (1/6) interest in said property as heir to Rose Anna Parsons. 8263. Prescipe

Defendant, James Evans, claims an undivided one-sixth (1/6) interest in said property as heir to Rose Anna Parsons.

Kate Evans, defendant, claims an undivided one-sixth (1/6). interest in said property as heir to Rose Anna Parsons.

Defendant, Alice Mc Farland, claims an undivided one sixth (1/6 interest in said property as heir to Rose Anna Parsons.

Defendant, Anna Cross, claims an undivided one sixth (1/6) interest in said property as heir to Rose Anna Parsons.

Defendant, Martha Kirsop, claims an undivided one sixth (1/6) interest in said property as heir to Rose Anna Parsons.

All said claims said plaintiff specifically denies. Waiver 8263

Plaintiff further alleges that since the said the deceased, Dennis F. Parsons, have owned said premises in common, to wit, the 19th day of November, 1870, said Dennis F. Parsons, has received all the rents and profits arising therefrom, with the exception of the sum of One Hundred Fifty ($150.00) Dollars, fifty dollars of which was paid said plaintiff in 1891 and the balance, $100,, in 1893; that on diverse occasions since that time the plaintiff requested said Dennis F. Parsons to account to him for said rents and profits, and has also requested said J. F. Millar, administrator, to make said accounting, which they both have wholly failed and refused to do. 8263 Summons

Plaintiff cannot state the exact amount of such rents and profits, so refused by said Dennis F. Parsons and said J. F. Millar, as administrator.

Plaintiff therefore prays that by an order of this Court his interest in said premises may be set off to him in severalty, if the same can be done. Without manifest injury: if not, then let the premises be sold according to law and that partition be made, and for such proceedings in the premises as are authorized by law,

and further asks that an accounting be made of the rents and profits of said premises, from the 1st. day of August, 1901, to the date when partition shall be ordered.

S. W. Van Winkle.
C. W. Merrill
Attorneys for plaintiff.

State of Ohio, Lucas County, ss.

D. A. Parsons, being first duly sworn, deposes and says that the facts stated in the foregoing petition are true as he verily believes.

D. A. Parsons.

Sworn to before me and subscribed in my presence this 16th day of December, 1903.

(Seal)

C. W. Merrill,
Notary Public, Lucas County O.

8263. Prescipe

To The Clerk:-

Having reference to the above entitled action, issue summons to the Sheriff for service upon J. F. Millar, Administrator of the Estate of Dennis F. Parsons, and J. F. Millar, as Administrator of the Estate of Rose Anna Parsons, and Kate Evans, and to the Sheriff of Marion County, issue summons for service upon Martha Peirson.

S. W. Van Winkle,
Attorney for plaintiff.

Waiver 8263

On the 22nd day of Dec. 1903, the following waiver was filed.

I hereby enter my appearance in both of said capacities and that of the defendant, Kate Evans as her attorney.

J. F. Millar.

8263 Summons

On the 22nd day of Dec. 1903 the following summons was issued.

The State of Ohio, Union County.

To the Sheriff of Marion County:-

You are hereby commanded to notify Martha Pierson, that she has been sued by S. W. Parsons, in the Court of Common Pleas of Union County, and must answer by the 23rd day of January A. D. 1904, or the 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 Jan. A. D. 1904.

Witness my hand and the seal of said Court, this 22nd day of December A. D. 1903.

(Seal).

Chas. C. Cushenovo, Clerk.

8263 Sheriffs Return.

The State of Ohio, Marion County, SS.
Received this writ Dec. 23 A.D. 1903, at 2 o'clock P.M. and on the 24" day of December 1903, I did serve a true and certified copy of this Summons, with all the indorsements thereon, personally to Martha Pierson.
Fees: $0.79. Peter C. Sells, Sheriff, Marion Co. O.

8263 Affidavit for publication.

On the 22" day of Dec. 1903, the following affidavit was filed.
S. V. Parsons. vs. J. F. Millar, Admr. } Court of Common Pleas, Marion County, Ohio. Dec. 22", 1903.

Affidavit for publication as to Robert Evans, James Evans, Anna Cross and Alice Mc Farland.

S. W. Van Winkle makes oath and says that he is one of the attorneys for the plaintiff duly authorized herein, that service of Summons cannot be made upon the said Robt. Evans, James Evans, Anna Cross and Alice Mc Farland within this the State of Ohio, that the residence of Robert Evans is in Richmond, Virginia, of James Evans in Boonville, Indiana, of Anna Cross is Indianapolis, Indiana, and of Alice Mc Farland is Evansville Indiana.

S. W. Van Winkle.

Sworn to and subscribed before me by the said S. W. Van Winkle, this 22" day of December, A.D. 1903.
(Seal). Milton Haines, Deputy Clerk.

8263 Entry.

On Feb. 16", 1904, the following Entry was filed.
S. V. Parsons. vs. J. F. Millar, Admr. et. al. } Court of Common Pleas, Union County, Ohio. Feb. 16", 1904.

This day leave was granted defendants to answer in 20 days.

8263 Legal Notice

8263 Answer.

On the 5" day of March, 1904, the following Answer was filed.
S. V. Parsons. vs. J. F. Millar, Admr. et. al. } Court of Common Pleas, Union County, Ohio. March 5", 1904.

First Defense.

Now comes the defendants herein and for their joint answer admit that the plaintiff and one Dennis F. Parsons, now deceased, were partners at the time and in the business alleged in the petition; that the defendant J. F. Millar, as administrator of the Estate of said Dennis F. Parsons, deceased, sold a part of the real Estate described in the petition; and that the defendants Robert Evans, James Evans, Kate Evans, Anna Cross, Alice Mc Farland and Martha Pierson, each claim an

undivided one-sixth interest in the remainder of said premises; but deny each and every other allegation in said petition contained.

Second Defense.

As a second defence defendants say that the title to said real estate discribed in plaintiff's petition was conveyed to said Dennis F. Parsons, deceased, by deed dated the 12" day of December, A. D. 1870, which was duly left for record in the recorder's office of said County of Union, in the State of Ohio, on the 18" day of April, 1871, and was by him duly recorded in Volume 85 at page 144 of the records of deeds of said County on the 21st. day of April, 1871; that said partnership of Eleven said decedent and the plaintiff was fully dissolved in or about the fall of the year of 1874; and thereupon plaintiffs' cause of action set-up in his petition herein accrued, and it is therefore barred by lapse of time and the statute of limitations.

J. F. Millar, Atty. for Defendants.

State of Ohio, Union County, ss.:

Kate Evans, being one of the defendants in the above entitled action, being first duly sworn, says that the facts stated and allegations made in the foregoing answer are true as she verily believes.

Kate Evans.

Signed and sworn to before this 5" day of March, 1904.

(Seal).

J. F. Millar,
Notary Public, U. C. O.

8263 Legal Notice

On the 25" day of March, 1904, the following Legal Notice was filed.

"Legal Notice."

Robert Evans residing at Richmond Va. James Evans residing at Boonville, Ind. Alice McFarland residing at Evansville, Ind. and Anna Cross residing at Indianapolis, Ind. will take notice that on the 22" day of December 1903, S. V. Parsons filed his petition in the Court of Common Pleas, Union County, Ohio. against the above named parties and others. praying for the partition of the following described real estate: Being all the front part of in-lot number forty-one (41) extending back 100 feet from Franklin Street; also ten (10) feet off the South of in-lot number forty-two (42) and extending back from Franklin Street 100 feet all of which is situated in the village of Richwood, County of Union, and State of Ohio. The said S. V. Parsons in said petition further prays for an accounting of the rents and profits of said premises and for such other proceedings as are authorized by law. Said parties are requested to make answer to said petition on or before the

20" day of February A. D. 1904, or judgment will be taken against them.

S. A. Parsons.

S. W. Van Winkle and C. W. Merrill, Attorneys for Plaintiff.

Published Dec. 24", 1903, 6 weeks.

Proof of Publication."

State of Ohio Union County, SS.

I, George W. Worden, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 24 day of Dec, 1903, 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 and subscribed before me this 25" day of March, 1904.

Printers fee $1.40

Probate fee, .25

$1.65. (Seal). Chas. C. Penhorwood, Clerk.

8269. Entry.

On September 19", 1904, the following Entry was filed,

S. A. Parsons
vs.
J. F. Millar, Admr. &c., et al.

Court of Common Pleas,
Union County, Ohio.
Sept. 19", 1904.

This Cause coming on to be heard upon the merits, it is duly made to appear to the Court that the Same has been settled by agreement of the parties thereto as follows;- The plaintiff agrees to accept payment of his costs herein expended and the sum of One Hundred Dollars in full satisfaction of all claims in his petition set forth, and that the title to the real estate in the petition described be quieted in the defendant claimants thereto as against any and all claims upon his part; and it is agreed by and between the defendants that the defendant J. F. Millar, as administrator of the Estate of Rose Anna Parsons, deceased, shall pay said costs and said sum of One Hundred dollars to the Clerk of this Court out of the funds of said Estate.

It is therefore Considered by the Court that the plaintiff recover from the defendant, J. F. Millar, as administrator aforesaid, the said sum of One Hundred dollars, and his costs herein expended, amounting to $ ——,

It is further ordered, adjudged and decreed by the Court that the title and possession of the defendants Robert Evans, James Evans, Kate Evans, Amba Cross, Alice Mc Farland, and Martha Pierson, to the premises described in the petition be quieted as against the plaintiff, and all persons claiming under him, who are each and all hereby enjoined from hereafter setting up any claim to said premises, or any portion thereof, adverse to the

title and possession of said defendants, or of any of them, or of their grantees, thereto, or in any manner interfering with their use or enjoyment of the same.

S. M. VanWinkle
Attorney for Plaintiff.
J. F. Millar,
Attorney for Defendants.

Attest:- Chas. P. Penhorwood. Clerk.

Term continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of the said Court, at the September Term, A. D. 1904. Be it remembered that heretofore to wit, on the 21st. day of May, 1904, the following petition was filed with the Clerk of said Court, to wit:-

Petition 8305.

John H. Price
Vs.
Catharine Price, Sophia Harper, Lizzie Hoch, Emma Smith, Ida Hickson, Chris Price and Earl Patterson, Lillie Price, Joseph Harper, Wm. Hoch, Samuel Smith, Wm. Hickson. Defendants.

In the Court of Common Pleas, Union County, Ohio. May, 21st. 1904.

Plaintiff says that Martin Price, of Jackson Township, Union County, Ohio, was in his life time seized in fee simple and in possession of the following described real estate, to wit; situated in the Township of Jackson, County of Union, State of Ohio and in Survey No. 9948, and bounded as follows, beginning at a beech 80 poles N. 10° W. from the South West corner of said survey, thence N. 10° W. 80 poles to two lynns, thence N. 80° E. 200 poles to an ironwood and lynn, South West corner of the Cornelius Mershon land, thence S. 10° E. 80 poles to a hickory and ash, thence S. 80° W. 200 poles to the place of beginning, containing 100 acres of land.

Also the following tract in same township county and state and survey, beginning at two lynns, South West corner to the Jacob Reed land, thence with said Reed's line N. 80° E. 200 poles to an ironwood and lynn, North West corner to said Reed's land and South West corner to the Mershons land, thence with said Mershons line N. 10° W. 40 poles to a stake, thence S. 80° W. 200 poles to a stake in the West Original line of said Survey; thence with said line S. 10°, E. 40 poles to the place of beginning; Containing 50 acres of land.

Also the following tract in same township, County, State and survey, beginning at a stone in the center of a County Road and South West corner to said survey, thence N. 10° W. with the West line of said survey 78 poles to a stake, thence N. 80°, E. 199 & 32/100 poles to a stake, thence S. 10° E. 80 poles to the center of said County Road, thence S. 81 1/2° W. 199 & 32/100 poles to the place of beginning, Containing 98 & 41/100 acres excepting therefrom 50 acres off of the West end of said land now owned by Ophelia Barnes, leaving 48 & 41/100 acres of land.

That the said Martin Price died May 21", 1899 leaving a last will and testament, which said will was duly probated in the Probate Court of Union County, Ohio, on the 13" day

June, 1899, that by the provisions I said will the said defendant, Catharine Price is entitled as devisee to a life estate in the undivided one-third I said real Estate, that the defendants, Sophia Harper, Lizzie Hoch, Emma Smith, Ida Hickson and Earl Patterson, a minor over 14 years I age, and the plaintiff, John H. Price and Sarah Price, I now deceased, and George Price, now deceased, were each entitled to the undivided one-eighth I said real Estate subject to the life estate I the said Catharine Price in the undivided one-third thereof, that the said will of said Martin Price, deceased, provided as follows,

"Second, I give grant and demise to my beloved wife, Catharine Price, the use I all my real Estate for five years after my decease in case she survive me that long and in case she does not survive me that long then for the period that she does survive me and in case she survives me for a period longer than five years then I give grant and demise to Her the one-third I my real Estate for the remainder I her natural life."

"Third, The remainder I my real Estate I give, grant, and demise to my children Sophia Harper, Lizzie Hoch, Sarah Price, Emma Price, Ida Price, John Price and George Price and to my grandson Earl Patterson, share and share alike."

Plaintiff says that all the debts and claims against the estate I said Martin Price, deceased, have been paid, that five years have elapsed since the decease I said Martin Price.

That on the day I April, 1902, Sarah Price died intestate possessed I an estate in remainder in the undivided one-eighth I said real estate leaving as her only heirs at law Sophia Harper, Lizzie Hoch, Emma Smith, Ida Hickson, Earl Patterson, Chris Price, John H. Price and George Price, now deceased, that the debts and claims against the estate I said Sarah Price, deceased, are all paid.

That on the day I 1902, George Price died intestate possessed I an estate in remainder in the undivided nine-sixty-fourths I said real estate leaving as his only heirs at law, Sophia Harper, Lizzie Hock, Emma Smith, Ida Hickson, Earl Patterson, Chris Price and John H. Price, that the debts and claims against the estate I said George Price, deceased, have all been paid.

Plaintiff says that he is entitled to the immediate possession I the undivided nine-fifty-sixths I said real estate subject to the life estate I Catharine Price

in the undivided one-third thereof, that Sopha Harper, Lizzie Hoch, Emma Smith, Ida Hickson and Pearl Patterson are entitled each to the undivided nine-fifty sixths of said real Estate subject to the life Estate of Catharine Price in the undivided one-third thereof, that Chris Price is entitled to the undivided two-fifty sixths of said real estate subject to the life Estate of said Katharine Price in the undivided one-third thereof, and that Catharine Price is entitled to the undivided one-third of said real Estate during her natural life.

8305. Summons.

Plaintiff further says that Lillie Price is the wife of Chris Price, that Joseph Harper is the husband of Sopha Harper, William Hoch is the husband of Lizzie Hoch, Samuel Smith is the husband of Emma Smith, and that William Hickson is the husband of Ida Hickson.

Plaintiff therefore prays that there be set off to him in severalty the nine-fifty sixth part of said real Estate, and that partition be made thereof.

Sheriff's Returned

That if that can not be done without manifest injury such proceedings may be had as are authorized by law, and that the Court may direct a sale of said real Estate, free of the rights of all the persons parties to this suit, and that the proceeds of the sale may be distributed to the parties entitled thereto in lieu of their respective parts and proportions of the Estate according to there just rights therein, and for such other relief as may be just and equitable.

James E. Robinson,
Attorney for plaintiff.

8305 Summons

The State of Ohio Union County ss,

John H. Price, being first duly sworn, says the facts stated and the allegations made in the foregoing petition are true, as he verily believes.

John Price.

Sworn to before me, and subscribed in my presence by John H. Price this day of May, 1904.
(Seal).

James E. Robinson.
Notary Public.

To the Clerk of the Court of Common Pleas:-

Issue summons on the within case to the Sheriff of Union County for Catharine Price, Sopha Harper, Joseph Harper, Chris Price, Lillie Price and Pearl Patterson, a minor over 14 years of age, and make same returnable according to law.

Sheriff's Returns.

To the Sheriff of Marion County for Lizzie Hoch, Wm Hoch, Emma Smith, Samuel Smith, Edna Hickson and William Hickson, and make same returnable according to law.

James E. Robinson.
Attorney for Plaintiff.

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8305. Summons.

On the 21st. day of May, 1904, the following Summons was issued.
The State of Ohio, Union County, ss.
To the Sheriff of Marion County:
You are hereby commanded to notify Lizzie Hoch, Wm. Hoch, Emma Smith, Samuel Smith, Edna Hickson and William Hickson, that they have been sued by John H. Price in the Court of Common Pleas of Union County and must answer by the 18th day of June A. D. 1904, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 30th day of May A. D. 1904.
Witness my hand and the seal of said Court, this 21st. day of May A. D. 1904.
(Seal). Chas. C. Penhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Marion County, ss.
Received this writ May 23rd A. D. 1904, at 9:35 o'clock and pursuant to its command I did on 26 & 28 of May 1904, serve a true and certified copy of this writ, with all the indorsements thereon, personally to: Lizzie Hoch, William Hoch, Emma Smith, Samuel Smith, Edna Hickson, and William Hickson.
Sheriff fees: $3.95.
Peter C. Wells,
Sheriff of Marion Co. Ohio.

8305 Summons

On the 21st. day of May, 1904, the following summons was issued.
The State of Ohio, Union County.
To the Sheriff of Union County:-
You are hereby commanded to notify Catharine Price, Sophia Harper, Joseph Harper, Chris Price, Lillie Price, and Pearl Patterson (a minor over 14 years of age). that they have been sued by John H. Price in the Court of Common Pleas of Union County and must answer by the 18th day of June A. D. 1904, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 30th day of May A. D. 1904.
Witness my hand and the seal of said Court, this 21st. day of May A. D. 1904.
(Seal). Chas. C. Penhorwood, Clerk.

Sheriff's Returns.

Sheriff's Return.

The State of Ohio, Union County, ss.
Received this writ May 21st A. D. 1904, at 9 o'clock A. M. and served same by personally handing to Catherine Price, and by leaving at the usual place of residence of Sophia Harper, Joseph Harper, Chris Price, Lillie

Price and Earl Patterson, true and certified copies of this writ. with all the endorsements thereon. Earl Patterson being a minor and having no Guardian, I also personally handed to Chester Patterson, (his father with whom he resides) a true certified copy of this writ, May 26th, 1904,

Sheriff fees: $5.66.

S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8305 Entry.

On Sept. 19th, 1904, the following Entry was filed.

John H. Price
Vs.
Catherine Price et. al.

Court of Common Pleas,
Union County, Ohio.
Sept. 19th, 1904.

It appearing to the Court that the defendant Earl Patterson, a minor over the age of fourteen years has been legally served with summons therein, and has neglected for twenty days from return of summons served upon him, to apply for a guardian ad litem, on motion of plaintiff by his attorney, W. T. Hoopes is hereby appointed Guardian for the suit for said minor defendant.

And now comes the said W. T. Hoopes, and in open Court accepts said appointment and files herein the answer for said minor defendant.

8305 Answer of Guardian Ad. Litem.

On Sept. 19th, 1904, the following Answer was filed.

John H. Price.
Vs.
Catherine Price et. al.

Court of Common Pleas,
Union County, Ohio.
Sept. 19th, 1904.

Answer of Guardian Ad. Litem.

Now comes W. T. Hoopes as Guardian for the suit of the Defendant Earl Patterson, a minor over the age of 14 years, And for answer to the petition herein, denies every allegation in said petition, prejudicial to the interest of said infant defendant.

W. T. Hoopes, as Guardian for the suit of said Earl Patterson.

8305 Entry.

On the 19th day of Sept. 1904, the following Entry was filed.

John H. Price
Vs.
Catherine Price, et. al.

Court of Common Pleas,
Union County, Ohio.
Sept. 19th, 1904.

8305. Writ of Partition.

And now this Cause coming on to be heard upon the petition, and the answer of the Guardian ad litem for Earl Patterson, and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition; and that with the exception of said minor defendant they are in default for answer thereto.

Whereupon the Court further finds that the plaintiff

and the defendants hereinafter named are tenants in common in the Estate described in the petition; that the said Catherine Price, Widow, is entitled to a life estate in the undivided one third thereof, and that subject thereto the plaintiff, John H. Price has a legal right to the undivided nine-fifths sixths said estate; that the defendants, Sophia Harper, Lizzie Hoch, Emma Smith, Ida Hickson and Pearl Patterson, are entitled to the undivided nine-fifty-sixths said estate, subject to the life Estate of Catherine Price in the undivided one-third thereof; that the defendant, Chris Price is entitled to the undivided two-fifty-sixths said Estate subject to the said Estate of Catherine Price, in the undivided one-third thereof; and that the plaintiff is entitled to have partition made said premises as prayed for in his petition.

It is therefore ordered and adjudged and decreed that partition said estate be made, and that the life estate be assigned to the said Catherine Price by metes and bounds; and Thomas Parish, James Borror and Jacob Bensler, three judicious and disinterested free holders the vicinity are thereby appointed Commissioners to make and set off the same. And it is ordered that said Estate is entire, and cannot be divided by metes and bounds without manifest injury to the value thereof, that said Estate be appraised both subject to and free from the life estate said Catherine Price.

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

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

8305. Writ of Partition.

Writ Partition.

The State Ohio, Union County, Court Common Pleas.

To the Sheriff said County:-

Pursuant to an order, for said Court Common Pleas within and for said County, at the Sept. Term, A. D. 1904, in a certain Cause No. 8305, now pending in said Court, wherein John H. Price is plaintiff, and Catherine Price et. al. are defendants, you are commanded, that without delay by the oaths Thomas Parish, James Borror, and Jacob Bensler, three judicious and disinterested free holders the vicinity who are not in kin to either said parties

and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of land the life estate of Catherine Price assigned in the following described premises, situate in the County of Union, and State of Ohio, to-wit:-
Elw Survey No. 9948, and bounded and described as follows:- Beginning at a beech 80 poles N. 10 deg. W. from the Southwest corner of said survey, thence N. 10 deg. W. 80 poles to two Lynns; thence N. 80 deg. E. 200 poles to an ironwood and lynn. Southwest corner of the Cornelius Mershon land; thence S. 10 deg. E. 80 poles to a hickory and ash; thence S. 80 deg. W. 200 poles to the place of beginning, containing 100 acres of land.

Also the following tract in same Township, County and State and Survey:-Beginning at two lynns, Southwest Corner to the Jacob Reed land; thence with said Reeds line N. 80 deg. E. 200 poles to an ironwood and lynn, Northwest corner to said Reed's land and South-west corner to the Mershons land; thence with said Mershorn's line N. 10 deg. W. 40 poles to a stake; thence S. 80 deg. W. 200 poles to a stake in the West original line of said survey; thence with said line S. 10 deg. E. 40 poles to the place of beginning, containing 50 acres of land.

Also the following tract in same Township, County, State and survey; Beginning at a stone in the center of a County Road and Southwest corner to said survey; thence N. 10 deg. W. with the West line of said survey 78 poles to a stake; thence N. 80 deg. E. 199 82/100 poles to a stake; thence S. 10 deg. E. 80 poles to the center of said County Road; thence S. 81 1/2 deg. W. 199 82/100 poles to the place of beginning, containing 98 41/100 acres, excepting therefrom 50 acres off of the West end of said land now owned by Ophelia Barnes leaving 48 41/100 acres of land.

That the defendant Catherine Price, widow, is entitled to a life estate in the undivided one third of the foregoing described property; which you are commanded to set off to her, and that you cause to be divided and partitioned the above described premises, exclusive of the land set off to Catherine Price.

Among the persons named herein, and in the following proportions, to-wit:-

To John H. Price,	nine fifty-sixths	part.
To Sophia Harper,	" " "	part.
To Lizzie Hoch,	" " "	" .
To Emma Smith,	" " "	" .
To Ida Hickson,	" " "	" .
To Earl Patterson,	" " "	" .
To Chris Price,	two-fifty-sixths	part.

Sheriff's Return.

Commissioners Report.

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But if the said Commissioners are of opinion that said premises cannot be divided according to the demand of this writ, without manifest injury to the value of the estate, you cause them to make a just valuation of the same in money, both exclusive and inclusive of the No. 1 acres assigned to Catherine Price, 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 at Marysville, Ohio, this 23" day of Sept. 1904.

(Seal). Chas. E. Penhorwood. Clerk.

Sheriff's Return. "Sheriff's Return."

As commanded by the foregoing Writ, I have executed the same by the oaths of Thomas Parish, James Borron, and Jacob Benzler, causing 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 appear by the report of said Commissioners, herewith returned.

Given under my hand this 20" day of October 1904.

Total Sheriff's fees $8.70

J. F. Burkham, Sheriff.

Commissioners Report. "Commissioner's Report."

The State of Ohio, Union County, ss.

John H. Price. Court of Common Pleas.

vs.

Catherine Price, et. al.

According to the command of the writ of partition hereto annexed, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view and examination of the premises in said Writ described, do assign to the said Catherine Price as her life estate in the undivided one-third of said premises, the following:- Real Estate situated in the State of Ohio, County of Union, and Township of Jackson, and part of Survey No. 9943 and described as, Beginning at a stake in the South line said Survey No. 9943, and the South East corner to Ophelia Barnes' land; thence with said Survey line N. 80° E. 36 70/100 poles to an iron pine thence N. 10° W. 121 20/100 poles to a stake; thence S. 80° W. 136 50/100 poles to a stake in the West line said survey No. 9943. Thence with the West line said Survey S 10° E. 41 poles to a stone North-West corner to said Ophelia Barnes land; Thence with the North line said land N. 80°, E. 99 80/100 poles to a stone; thence with the east line said land S. 10° E. 80 20/100 poles to the beginning, Containing 53 acres more or less

And upon actual view of the premises, we are of opinion that the 145 41/100 acres of said described premises, exclusive of the 53 A. assigned to Catherine Price, cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the whole of said described tract of 198 41/100 acres ~~at~~, free from said life Estate, at $60.00 per acre, $11910.00: and the 145 41/100 acres, exclusive of the 53 A. assigned to Catherine Price at $50.00 per acre, $7275.

Given under our hands this 20th day of October, 1904.

Thomas Parish
James Borren
Jacob Benzler
} Commissioners.

8305. Election of John H. Price

John H. Price
Vs.
Catharine Price et. al.

Court of Common Pleas,
Union County, Ohio.
Oct. 25th, 1904.

"Election of John H. Price."

Now comes John H. Price one of the heirs and a legatee of Martin Price, deceased, and elects to take the 145 41/100 acres at the appraisement.

John H. Price.
By James E. Robinson. His Atty.

8305 Entry.

On Oct. 25th, 1904, the following Entry was filed.

John H. Price.
Vs.
Catharine Price, et. al.

Court of Common Pleas,
Union County, Ohio.
Oct. 25th, 1904.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and for motion to confirm the same. And it appearing from said report that a life Estate of Fifty-three acres has been assigned and set off to Catharine Price, leaving a balance of said described real estate exclusive of the 53 acres set off to Catherine Price of One Hundred and Forty-five and 41/100 acres. And it being evident from said report that the said 145 41/100 acres 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 145 41/100 acres at the sum of $7275, 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 John H. Price has elected to take the said 145 41/100 acres at its appraised value, and has paid to the Clerk of this Court

8305. Description of Premises.

the costs of this case, and to the other parties therein their respective proportions of its appraised value, the said One Hundred and Forty-five and 41/100 acres is hereby adjudged to the said John H. Price; and the Sheriff is ordered to cause a Survey to be made of the said tract of 145 41/100 acres, and to execute and deliver to said John H. Price, a deed therefor.

8305, Description of Premises.

On Oct. 25th 1904, the following Description was filed.

John H. Price
vs.
Catharine Price, et. al.

Court of Common Pleas, Union County, Ohio.
Oct. 25th, 1904.

Description of remainder of Real Estate after the assignment of 53 acres to Catharine Price as her one third fee and during her natural life.

Premises situated in the State of Ohio, County of Union, and Township of Jackson, and part of Survey No. 9943. Bounded and described as follows:- Beginning at a stone in the South line of said Survey No 9943, and at the South west corner of Albert S. Whites' land, thence with the West line of the lands of Albert S. White - Chris Price - Jacob Bensler and Peter Quig North 10° West 200 poles to a stone, South east corner to Christian Wesserbeck's land; thence with the South line of said land South 80° West 200 poles to a stone, South west corner to said Christian Wesserbeck's land, in the West line of said Survey No. 9943; thence with said line South 10° East 78 80/100 poles to a stake; thence North 80° East 136 50/100 poles to a stake; thence South 10° East 121 20/100 poles to an Iron pin in the South line of said Survey No. 9943; thence with said line North 80° East 63 50/100 poles to the beginning. Containing 146 60/100 acres, be the same more or less.

Attest: Chas. C. Penhorwood, 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 the said Court, at the September Term, A. D. 1904. Be it remembered that heretofore to-wit, on the 19th day of Dec. 1903, the following petition was filed with the Clerk of said Court, to-wit:-

Presipe

8262
Petition,

On Dec. 19th, 1903, the following petition was filed.
James E. Robinson as Admr. of the Estate of Adam Fausnaugh, dec'd. vs. William W. Winchell as Admr. of the Estate of Solomon Walker, deceased.
Court of Common Pleas, Union County, Ohio, Dec. 19th, 1903.

Petition.

Plaintiff says that he is the duly appointed, qualified and acting administrator of the estate of Adam Fausnaugh, deceased.

That the said defendant, William W. Winchell, is the duly appointed, qualified and acting administrator of the estate of Solomon Walker, deceased.

That the said defendant, as such administrator, is indebted to the plaintiff as such administrator in the sum of Twenty-Seven Hundred Dollars, for nursing labor and services rendered by the said decedent, Adam Fausnaugh, during his life time, to the said decedent, Solomon Walker, during his life time as follows, for nursing and waiting on said decedent, Solomon Walker, from April 1, 1896, to October 29, 1903, at intervals during the day and night and whenever called upon $2700.00,

That said services were performed by said decedent, Adam Fausnaugh, at the request of said decedent, Solomon Walker.

That the reasonable value of said services were $2700.00

That on the 17th day of December, 1903, plaintiff presented said claim duly verified to said defendant as such administrator and demanded payment of the same or an indorsement of his allowance thereon, but the defendant then refused and still refuses to indorse thereon his allowance of said claim or to pay the same.

8262.
Summons.

Sheriff's Return.

Wherefore plaintiff prays that he as such administrator may have a judgment against said defendant as such administrator for the sum of $2700.00 and for costs.

W. T. Hoopes & James E. Robinson.
Attorneys for Plaintiff.

8262
Entry.

The State of Ohio, Union County, SS.

James E. Robinson, being first duly sworn, says that he is the duly appointed, qualified and acting administrator of the Estate of Adam Fausnaugh, deceased, that the facts stated and the allegations made in the foregoing

Marysville,
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petition are as he believes true.
James E. Robinson.
Sworn to before me and subscribed in my presence this 19" day of December, 1903.
(Seal). Milton Haines.
Deputy Clerk.

Prescipe. To the Clerk:-
Issue summons directed to the Sheriff of Union County for the defendant in the above action and make same returnable according to law, indorse summons- Action for money only, Amount claimed $27.00.
Hoopes & Robinson.
Attorneys for Plaintiff.

8262. Summons. On Jan. 6", 1904, the following Summons was issued.
The State of Ohio, Union County.
To the Sheriff of Franklin County:-
You are hereby commanded to notify William W. Winchell, Admr; (1358 W. Park Ave, Columbus, O.) that he has been sued by James E. Robinson, Admr. in the Court of Common Pleas of Union County and must answer by the 6" day of February A. D. 1904, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 18" day of Jan. A. D. 1904.
Witness my hand and the seal of said Court, this 6" day of January, A. D. 1904.
(Seal). Chas. C. Cushwood, Clerk.

Sheriff's Returns. Sheriff's Return.
The State of Ohio, Franklin County, ss.
Received this writ January 7", A. D. 1904, at 9 o'clock, a. m. and on January 8th, 1904, I served the same by leaving a true and duly certified copy of this writ with all the endorsements thereon at the usual place of residence of the within named defendant, William W. Winchell, Admr.
Fees: $2.20.
George J. Karb. Sheriff.
By Chas. Resch, Deputy.

8262 Entry. On Feb. 17", 1904, the following Entry was filed.
James E. Robinson, Admr.
vs.
William W. Winchell, Admr.
Court of Common Pleas, Union County, Ohio.
Feb. 17", 1904.
This day the Court grants leave for plaintiff to amend petition in 15 days.

8262
Amended
Petition.

On the 23rd day of Feb. 1904, the following amended Petition was filed.

James E. Robinson as Admr.
of the Estate of Adam Fausnaugh, dec'd.
Vs.
William W. Winchell as Admr.
of the Estate of Solomon Walker, dec'd.

Court of Common Pleas,
Union County, Ohio.
Feb. 23rd. 1904.
"Amended Petition."

Plaintiff says that he is the duly appointed, qualified and acting administrator of the Estate of Adam Fausnaugh, deceased.

That the said defendant, William W. Winchell, is the duly appointed, qualified and acting administrator of the estate of Solomon Walker, deceased.

That the said defendant, as such administrator, is indebted to the plaintiff as such administrator in the sum of Twenty-Seven Hundred Dollars, for nursing, labor and services rendered by said decedent, Adam Fausnaugh, during his life time, to the said decedent, Solomon Walker, during his life time, as follows, for nursing and waiting on said decedent, Solomon Walker, from April 1st, 1896, to October 29th, 1903, at intervals during the day and night, and whenever called upon $2700.00.

That said services were performed by said decedent, Adam Fausnaugh, at the request of said decedent, Solomon Walker, and upon the assurance of said decedent, Solomon Walker, to the said decedent, Adam Fausnaugh, that he should be well paid after the death of the said Solomon Walker.

That the said Solomon Walker died intestate on or about the 29th day of October, 1903.

That the reasonable value of said services were $2700.00.

That on the 17th day of December, 1903, plaintiff presented said claim duly verified to said defendant as such administrator and demanded payment of the same or an indorsement of his allowance thereon, but the defendant then refused and still refuses to indorse thereon his allowance of said claim or to pay the same.

Wherefore plaintiff prays that he as such administrator may have a judgment against said defendant as such administrator for the sum of $2700.00 and for costs.

W. T. Hooper, and
James E. Robinson, Attys for Pltff.

The State of Ohio, Union County. ss.

James E. Robinson, being first duly sworn, says that the facts stated and the allegations made in the foregoing amended petition are true, as he verily believes.

James E. Robinson.

Sworn to before me and subscribed in my presence this 22nd. day of February, 1904.

(Seal).

Milton Haines.
Deputy Clerk of the Court.

8262
Motion to
Amended
Petition.

8262
Entry.

8262
Answer.

8262 Motion to Amended Petition.

On March 15th, 1904, the following Motion was filed.
James E. Robinson, as Admr. of the Estate of Adam Fausnaugh, dec'd. vs. William W. Winchell, Admr. of the Estate of Solomon Walker, dec'd.

Court of Common Pleas, Union County, Ohio. March 15th, 1904. Motion to Amended Petition.

Now comes the defendant and moves that the plaintiff be ordered to make his amended petition more definite and certain by stating the nature and extent of the services claimed to have been performed by his decedent for defendants decedent; and whether such services are claimed to have been continuous between the dates alleged in said amended petition or only at intervals occurring between said dates, and, if the latter, the dates and durations of said intervals; and whether or not during the rendition of said services the whole time of plaintiffs decedent was required and given therefor to the exclusion of his other regular employment, and, if not, the portion thereof claimed to have been so given and required.

J. F. Millar, Atty. for Defendant.

8262 Entry.

On March 22nd. 1904, the following Entry was filed.
James E. Robinson, Admr. vs. Wm W. Winchell, Admr.

Court of Common Pleas, Union County, Ohio. March 22nd. 1904.

This day this cause came on to be heard upon the motion of the defendant to require the plaintiff to make the amended petition more definite and certain, and was argued by counsel and submitted to the Court; on consideration whereof the Court overrules said motion, to which ruling and judgment of the Court the defendant then and there excepted. And on motion the Court grants leave for defendant to file Answer by April 4th. 1904.

8262 Answer.

James E. Robinson, Admr, &c. vs. William W. Winchell, Admr. &c.

Court of Common Pleas, Union County, Ohio. April 4th, 1904.

Now comes the defendant and for his answer to the amended petition in this cause says, he admits that he is the duly appointed and qualified Administrator of Solomon Walker, deceased, and admits that plaintiff is the duly appointed and qualified administrator of Adam Fausnaugh, deceased, and admits that Solomon Walker died, on or about the 29th day of October 1903, and that on the 17th. day, day of December 1903, the plaintiff presented the Claim mentioned in the petition, to

the defendant, and requested him to allow the same, which defendant refused to do, and that said claim was rejected; but the defendant denies each and every other allegation and averment in the said petition contained.

Second Defense.

For a second defense the defendant says, that the said Solomon Walker in his life time was the owner of a farm of about 106 acres near Richwood in this County, on which was a good farm house, barn and out buildings. The said Walker had had no wife or family living with him in the year 1896 and during the Spring of that year he made an arrangement with the said Adam Fausnaugh, for the said Adam to move in with said Walker, and that would live together as members of one family, the said Adam having a wife who was to act as House Keeper. Accordingly the said Adam brought his wife and moved in with the said Walker and made his home with him, the provisions, such as meat, vegetables, butter, eggs, and bread stuffs, together with fuel for family use, was supplied from the farm. 8262 Entry.

When any thing was sold from the farm the money was divided and in this way whatever care or services if any was rendered by said Adam for said Walker, was fully compensated. Said Adam and said Walker living as one family mutually assisted each other in carrying on the farm.

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

J. L. Cameron and J. F. Millar.
Attorneys for Defendant.

The State of Ohio, Union County, ss.

John F. Millar being first duly sworn says that he is one of the attorneys for the defendant duly authorized, that the defendant is not a resident of the said County of Union. That the affiant believes the allegations of the foregoing answer to be true.

John F. Millar.

Sworn to before me, and signed in my presence this 4th. day of April. 1904.

(Seal). Chas. C. Cenkbuross. Clerk.

8262 Reply.

Now Sept. 28th. 1904, the following Reply was filed.
James E. Robinson, Admr. &c. } Court of Common Pleas,
vs. Union County, Ohio.
William H. Winchell, Admr. &c. } Sept. 28", 1904.

Now comes the plaintiff and admits that Adam Fausnaugh, deceased, farmed the farm of Solomon Walker, deceased, from the Spring of 1896 to the date of the decease

of Solomon Walker, and that the said Adam Fausnaugh, deceased, and Solomon Walker, deceased, occupied the house of the said Solomon Walker, deceased, during said time, and plaintiff denies each and every allegation in said answer contained not herein specifically admitted.

W. T. Hoopes & James E. Robinson.

The State of Ohio, Union County, ss.

James E. Robinson, being first duly sworn, says the facts stated and the allegations made in the foregoing reply are true, as he verily believes.

James E. Robinson.

Sworn to before me, and subscribed in my presence this 28th day of September, 1904.

(Seal). Chas. C. Penhorwood, Clerk.

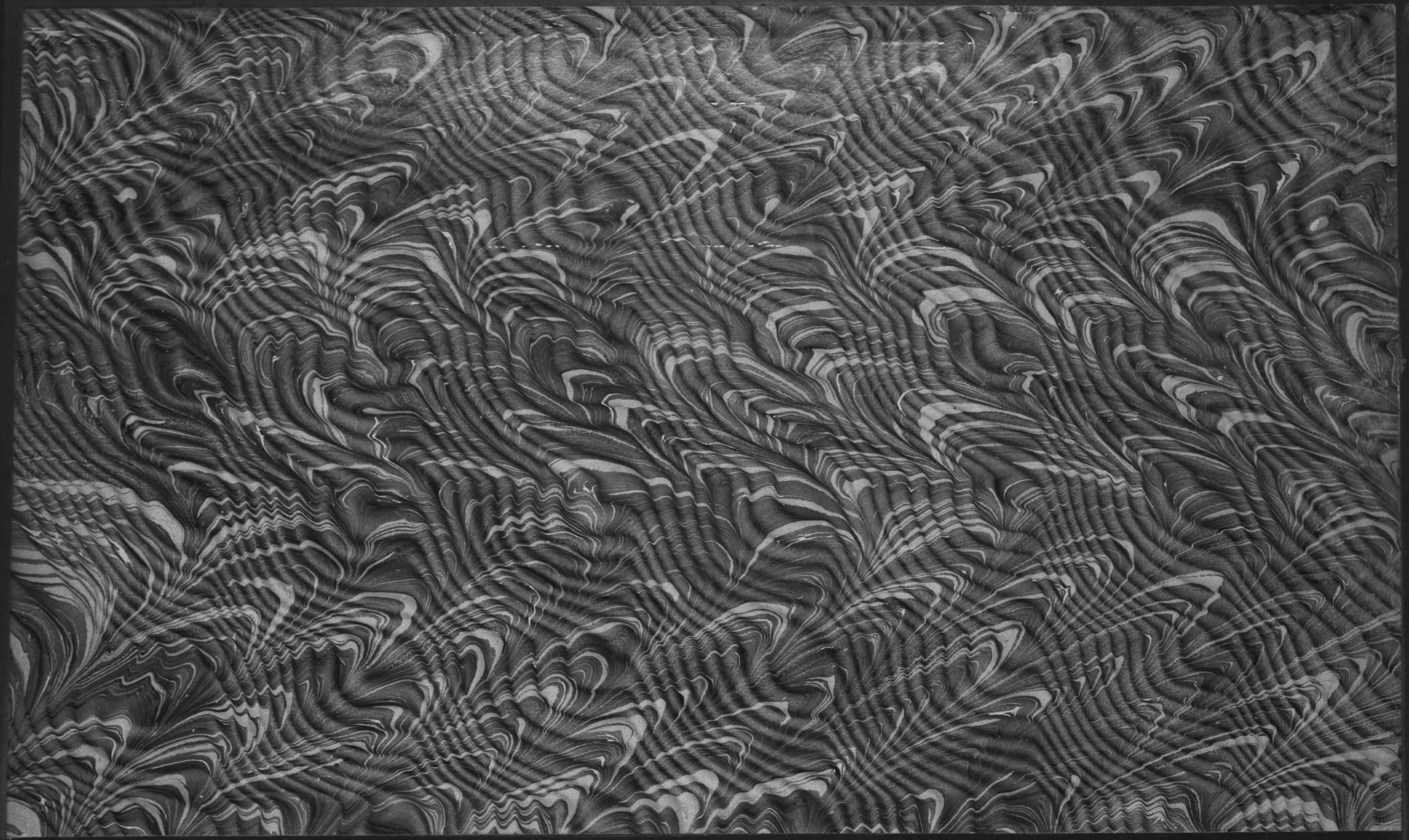
8262 Entry.

On the 28th day of September, 1904, the following Entry was filed.

James E. Robinson, Admr. vs. Wm. H. Winchell, Admr.

Court of Common Pleas, Union County, Ohio. Sept. 28th, 1904.

This cause now coming on for hearing, and a jury having been waived, was submitted to the Court upon the pleadings and the evidence; and, on consideration thereof, the Court find on the issue joined for the plaintiff; and find that the defendant, Wm. H. Winchell, as Administrator of the Estate of Solomon Walker, deceased, is indebted to the plaintiff, James E. Robinson, as Administrator of the Estate of Adam Fausnaugh, deceased, in the sum of ($600.00) Six Hundred Dollars.

It is therefore considered by the Court that the said James E. Robinson, Admr. recover from the said Wm. H. Winchell, Admr. the said sum of $600.00, and that the said Wm. H. Winchell, Admr. pay the costs of this proceeding; for all of which execution is awarded.

Attest:- Chas. C. Penhorwood.