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8079
Petition

8079
Affidavit

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court, at the January Term, A.D. 1903.

Be it remembered that heretofore, towit, on Sept. 15th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8079 Petition

William Cassiday -- Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio.

William A. Phelps -- Defendant.

On or about the first day of December, 1899, the plaintiff and defendant executed and delivered to one James L. Jolliff, as Guardian of Evaline G. Fairlamb a minor, their promissory note by which they promised to pay him, as such Guardian in six months from said date the sum of One Hundred and Forty-two Dollars, with interest thereon at the rate of six per cent per annum from said date, The consideration for said note was the liability of defendant as Administrator with the will annexed of the estate of one Margaret J. Fairlamb deceased, to the said Guardian of Evaline G. Fairlamb an heir and legatee of said decedent; and plaintiff signed the same as Surety for defendant because he was then liable for said debt as bondsman for defendant in the matter of his administration of said estate.

On the 8th day of November, 1901, said Guardian, James L. Jolliff, demanded payment of said note from plaintiff and defendant, and plaintiff was compelled to pay the same with interest thereon, then amounting to the sum of One Hundred and Fifty-Eight Dollars, and thirty-three cents, no part of which has ever been repaid to plaintiff, though often demanded by him from defendant.

Therefore plaintiff asks judgment against defendant for said sum of $158.33, with interest thereon from the first day of November 1901.

John F. Millar, Atty for Plff.

State of Ohio, Union County ss.

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

William Cassiday.

Subscribed in my presence and sworn to before me by the said William Cassiday, this 7th day of June, 1902,

(Seal) J. F. Millar, Notary Public.

8079 Affidavit

On Sept. 15th, 1902, the following affidavit was filed:-

William Cassiday -- Plaintiff

Vs.

Court of Common Pleas, Union County, Ohio.

William A. Phelps -- Defendant.

State of Ohio, Union County ss.

John F. Millar, being first duly sworn, says that he is the duly authorized Attorney for the plaintiff in the above entitled action; that said action has been commenced for the recovery of One Hundred and Fifty-Eight Dollars, and thirty-three cents, with interest thereon from the first day of November, 1901; that defendant is indebted to plaintiff in said amount on account of plaintiff having been compelled

to pay a certain promissory note upon which he was surety and defendant was principal; that said claim of plaintiff is just, and that affiant believes he should recover thereon said sum of One Hundred and Fifty-Eight Dollars and thirty three cents with interest thereon from the 1st day of November, 1901, as aforesaid; that defendant is about to convert a part of his property for the purpose of placing it beyond the reach of his creditors; that he is about to dispose of a part of his property with the intent to defraud his creditors; and that he fraudulently and criminally contracted the debt and incurred the obligation for which the above entitled action is brought.

Affiant further says that he has good cause to believe and does believe that Simeon F. Burnham, as Sheriff of the said County of Union has property of said defendant in his possession, consisting of defendant's share as tenant in common of the proceeds of the sale of a certain real estate made by him in an action in partition, now pending in said Court of Common Pleas in said County, being cause No. 8050, and entitled, William A. Phelps Vs. Keziah R. Moffett et al., which property is not exempt from execution, and is liable to be attached in this action.

John F. Millar.

Sworn to before me and subscribed in my presence by the said John F. Millar this 15th day of September, 1902.

(Seal) Chas. Funhorwood, Clerk

8079 Summons

8079 Undertaking

On Sept. 15th, 1902, the following Undertaking was filed:-

William Cassiday — Plaintiff.

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

William A. Phelps — Defendant.

Whereas an affidavit has this day been filed in the above entitled action for the Attachment of defendant's property, now, we, the undersigned residents of said County of Union, bind ourselves to said defendant in the sum of Three Hundred & Thirty Dollars ($330.), that the plaintiff, William Cassiday, shall pay said defendant, William A. Phelps, all damages which he may sustain by reason of the attachment in said action if the order therein prove to have been wrongfully obtained.

William Cassiday.
Robert Smith.
R. F. Elliott.

Approved by me this 15th day of September, 1902.

Chas. Funhorwood, Clerk

8079 Attachment

On Sept. 15th, 1902, the following Attachment was issued:-

The State of Ohio, Union County ss. — Court of Common Pleas.

William Cassiday — Plaintiff.

Vs. To the Sheriff of Union County;-

William A. Phelps — Defendant.

You are commanded to attach and safely keep the lands, tenments, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant, William A. Phelps in your County not by law exempt from being applied to the payment of the

8079 Motion

claims of the plaintiff, William Cassiday, or so much thereof as will satisfy his claim of One Hundred and Fifty-Eight Dollars and thirty three cents, and also for Thirty Dollars, the probable costs of this action,

We also command you to notify Simeon F. Burnham, to appear in said Court at the Court House in Marysville, on or before the 18th day of Oct. A.D. 1902, 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 to said defendant, whether due or not.

You will make due return of this order on the 29th day of Sept. A.D. 1902, Witness my hand and the seal of said Court this 15th day of Sept. A.D. 1902, (Seal) Chas. C. Southorwood, Clerk

Endorsement.

Sept. 15th, 1902,

I hereby acknowledge service of the foregoing order of Attachment and notice to me as garnishee this 15th day of September, 1902,

S. F. Burnham, Sheriff.

8079 Summons

On Sept. 15th, 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 William A. Phelps that he has been sued by William Cassiday in the Court of Common Pleas of Union County, and that unless he answers by the 18th day of October A.D. 1902, the petition of said plaintiff against him filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 29th day of September A.D. 1902, Witness my hand and the seal of said Court this 15th day of Sept. A.D. 1902. (Seal) Chas. C. Southorwood, Clerk

Endorsements.

In action for money, amount claimed $158 33/100 with interest from Nov. 1st. 1901.

Sheriff's Return:- Received this writ Sept. 15th, A.D. 1902, at 3 o'clock P.M. and pursuant to its command on the 19th day of Sept. A.D. 1902, I served the same by personally handing to William A. Phelps, a true and certified copy of this writ with all the endorsements thereon.

Sheriff's Fees; $3.26

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

8079 Motion

On Sept. 30th, 1902, the following motion was filed:-

William Cassiday — Plaintiff.
vs. In Common Pleas Court, Union County, Ohio.
William A. Phelps — Defendant.

Now comes the defendant and moves the Court to discharge the attachment in the above entitled cause of action for the reason that the grounds stated in the affidavit upon which the order of attachment was issued are not true, viz:- "That the defendant was not and is not about to convert any part of his property into money for the purpose of placing it beyond the reach of his creditors; that the said defendant was not and is not about to dispose of any part of his property with the intent to defraud his creditors; and that the defendant did not

fraudulently nor criminally contract the debt and incur the obligation for which the above entitled action was brought."

Wherefore the defendant moves the said Court that he may be discharged from said Attachment.

H. W. Spicer, Atty for Defendant.

State of Ohio, Union County ss.

William A. Phelps being duly sworn according to law, says that the facts and statements made in the foregoing motion are true.

William A. Phelps.

Sworn to and subscribed before me this the 30th day of September, 1902.

(Seal) H. W. Spicer, Notary Public.

8079 Entry

On Oct. 10th, 1903, the following Entry was filed:-

William Cassiday

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

William A. Phelps. Oct. 10th, 1903.

On the 6th day of October, A.D, 1903, this cause was heard upon the motion of the defendant to discharge the Attachment issued herein, and was argued by Counsel and submitted to the Court; and after due consideration on this 10th day of October, 1902; it is ordered by the Court that the Attachment in this action be, and the same hereby, is discharged, and the Sheriff ordered to restore to the defendant the property taken under said Attachment; and the garnishee is released from all liability in this action; to all which orders and judgments of the Court the plaintiff by his counsel then and there excepted.

8079 Motion

On Oct. 17th, 1903, the following Motion was filed:-

William Cassiday — Plaintiff

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

William A. Phelps — Defendant.

Now comes the defendant by his counsel, and moves the Court to require the plaintiff to make his Petition more definite and certain and to separately state and number his causes of action.

William A. Phelps by H. W. Spicer, his Atty.

8079 Entry

On Jan, 5th, 1903, the following Entry was filed.

William Cassiday

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

William A. Phelps. Jan. 5th, 1903.

This day this cause came on to be heard upon the motion of the defendant to require the plaintiff to make his petition more definite and certain; and was argued by counsel and submitted to the Court, Thereupon the Court overrules said motion and grants leave for defendant to answer in 15 days.

8079 Entry

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8079 Entry

On Jan. 28th, 1903, the following Entry was filed:-

William Cassiday

Vs.

William A. Phelps.

Court of Common Pleas, Union County, Ohio.

Jan. 28th, 1903.

This cause came up for hearing on the application of plaintiff, and the defendant being in default for answer and demurrer to plaintiff's petition, the Court finds that the facts stated and allegations made in said petition are thereby confessed by the defendant to be true, and that there is due the plaintiff from defendant thereon the sum of One Hundred and Fifty Eight and 33/100 Dollars with interest thereon from Nov. 1st, 1901.

It is therefore considered and adjudged that the plaintiff recover from the defendant the said sum of $158.33, and his costs herein expended.

Attest:- Chas. E. Smithorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court at the January Term, A.D. 1903.

Be it remembered that heretofore, towit, on June 26th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8084 Petition

Paulina H. Gabriel — Plaintiff.

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

Myron B. Gabriel — Defendant.

The 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 one year last past. That she was married to the defendant on the 7th day of September, 1876, and has ever since conducted herself toward said defendant, as a faithful, chaste and obedient wife.

That eight children have been the issue of said marriage, four of whom are deceased, and four of whom are now living, towit, Frank, aged twenty-six years; Willis, aged nineteen years; Kirk, aged seventeen years; and a daughter, Daisy, aged nine years. That defendant has no property either real or personal; That defendant disregarding his marital duties as a husband, has been guilty of gross neglect of duty towards plaintiff since said marriage, and especially for nine years last past, and has failed to provide the plaintiff, and their said children with the common necessities of life, in the way of sufficient clothing, eatables, medicines, and medical attendance.

That plaintiff and their said daughter, Daisy, have often, by reason of said neglect, been compelled to accept the charity of neighbors, and friends to satisfy the cravings of hunger, when the plaintiff was too ill to provide food herself.

That defendant never provided the plaintiff any dress better than a calico wrapper, that the only foot covering furnished by defendant in said nine years, were a pair of carpet slippers and two pair of hose; that he never provided her a wrap in either summer or winter; and that during her last confinement the house was so devoid of bed-linen that plaintiff could not and did not have a change of sheets; that by reason of said neglect the plaintiff has been obliged to support herself, and her said daughter, by taking in washing, by sewing, and in cleaning houses, although always in poor physical condition.

That defendant since said marriage, has been guilty of extreme cruelty towards plaintiff in this, towit:- by charging her with unchastity; by contaminating her with a loathsome venereal disease, which ruined her health, and which caused plaintiff at one time to lose all of her hair; by carrying on a clandestine correspondence, by furnishing money and presents, and by committing adultery with one Ollie F. Payne, a married woman, at various times in 1890, 1891, 1892, 1893, 1894, near Irwin, Ohio, Milford Center, and New Dover, Ohio; and by calling her vulgar and vile names, and by the use toward her of profane and abusive language.

That defendant is a person of vulgar and vicious habits, and is wholly unfit to be entrusted with the care and custody of children.

Wherefore, plaintiff prays that she may be divorced from defendant, that she may be decreed to have reasonable alimony, and awarded the custody of said, Daisy, and for such other and further relief as is proper and right. — Porter & Porter.

Atty's for Plaintiff.

8084 Summons

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Paulina M. Gabriel, the plaintiff herein, being sworn, makes oath that the facts stated in the foregoing petition, are true as she believes.

Paulina M. Gabriel.

Sworn to by said Paulina M. Gabriel before me, and signed by her in my presence this 25th day of June, A.D. 1902,

(Seal) E. M. Porter, Notary Public, Union County, Ohio.

To the Clerk:- Issue a summons upon the petition in the above entitled case returnable according to law, together with a copy of the petition, Endorse "Action for divorce, alimony, and custody of child.

Porter & Porter, Attys for Plaintiff.

8084 Summons

On June, 26th, 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 Myron B. Gabriel that Paulina M. Gabriel 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 etc, 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 17th day of July A.D. 1902,

Witness my hand and the seal of said Court at Marysville this 26th day of June, A.D. 1902. (Seal)

Chas. C. Pemberwood, Clerk

By Milton Hanies, Deputy.

Sheriff's Return.

Received 9 o'clock A.M. on the 27th day of June, A.D. 1902, and on the 28th day of June, 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.

Sheriff Fees:- $1.50

S. F. Burnham, Sheriff.

8084 Entry

On Sept. 15th, 1902, the following Entry was filed:-

Paulina M. Gabriel —

Vs.

Myron B. Gabriel.

Court of Common Pleas, Union County, Ohio.

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find the defendant, Myron B. Gabriel in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and extreme cruelty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the

marriage contract heretofore existing between the said Paulina M. Gabriel and Myron B. Gabriel Sr, and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the care, education, and control of the said child of the parties hereto be, until further order, confided to the said plaintiff, Paulina M. Gabriel, exclusively, But it is hereby ordered that the defendant have the privilege of visiting said child at all reasonable times.

It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended, and execution is awarded.

7971 Petition

8084 Motion

On Oct. 10th, 1902, the following Motion was filed:-

Paulina M. Gabriel
Vs.
Myron B. Gabriel,

Court of Common Pleas, Union County, Ohio.

The defendant in the above entitled case now comes and for motion asks the Court to so modify the order heretofor made at the present term of this Court in the above case as to award the custody of the child, Daisy Gabriel, to this defendant, and for cause says:- That the plaintiff has wholly neglected to care for or in any way provide for said child; and has placed her in the Childrens Home, of Union County, Ohio.

Myron B. Gabriel,
By D.M. Ayres, his Attorney.

8084 Entry

On Jan. 23rd, 1903, the following Entry was filed:-

Paulina M. Gabriel.
Vs.
Myron B. Gabriel

Court of Common Pleas, Union County, Ohio.
Jan. 23rd, 1903.

This day this cause having been submitted to the Court at the September Term, 1902, upon the motion to modify the former order of the Court as to the custody of minor child, the Court after having heard the testimony adduced in the case, and having taken the matter under consideration until this day, finds for the plaintiff and overrules said motion.

It is therefore considered and adjudged by the Court that said motion be overruled, and that the defendant pay the costs thereof, for which execution is allowed.

Attest:- Chas Leuthorwood, Clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, Before the Hon. Duncan Dow, Judge of said Court at the January Term, A.D. 1903.

Be it remembered that heretofore, towit, on August 17th, A.D. 1901, the following petition was filed with the Clerk of said Court, towit:-

7971 Petition

Uriah Cahill — Plaintiff.

vs.

T.H. Biddle — Defendant.

Court of Common Pleas, Union County, Ohio.

On the 22nd day of April, 1899, plaintiff and defendant agreed by an article of submission to submit certain matters in dispute between them to the final award of Bent Cahill, A copy of which article of submission is hereto attached marked "A",

In pursuance of said submission said Bent Cahill, on the 17th day of July, 1901, awarded to the plaintiff from the defendant, T.H. Biddle the sum of Thirteen Hundred and Seventy-five and 98/100 Dollars ($1375 98/100) a copy of which award is hereto attached marked "B." The plaintiff has performed all the conditions of said article of submission on his part, and ever since said 17th day of July, 1901, the defendant has refused to perform said award on his part though requested to do so by plaintiff.

Therefore defendant is indebted to plaintiff in the sum of $1375 98 with interest from the 17th day of July, 1901, no part of which has been paid and for which he asks judgment.

H.T. Hoopes and D.H. Ayers, Attys for Plaintiff.

State of Ohio, Union County ss.

Uriah Cahill being first duly sworn says the facts stated and allegations in the foregoing petition are as he believes true,

Uriah Cahill.

Sworn to before me and signed in my presence by Uriah Cahill this 16th day of August, 1901.

(Seal) H.M. Titsworth, Notary Public, Union Co. O.

7971 Precipe

Clerk:- Issue Summons on the petition in the above case to the Sheriff of Union County, Ohio, for T.H. Biddle returnable according to law, endorse, "Action on award amount claimed $1375 98 with interest from July, 17th, 1901.

H.T. Hoopes and D.H. Ayers, Attys for Plaintiff.

Exhibit "A"

Proposition.

To Thomas H. Biddle:- We, the undersigned as members of the partnership existing between yourself and ourselves, and known as the firm of Biddle & Cahills, with a view of effecting a settlement of the matters of said partnership, submit to you the following proposition,

1st. That said partnership be dissolved,

2nd. That we will sell to you our undivided half interest in all the stock, goods, tools, furniture and assets thereof of every description, excepting the claims owing to said firm, for the sum of Twelve Hundred and Fifty Dollars ($1250.) to be paid as hereinafter provided, also excepting from said sale all goods received or to be received since Jan. 23rd, 1899, to be taken by you as hereinafter provided,

3rd: That the book of accounts, account notes and all other evidences of indebtedness, all receipts and bills paid, and all papers connected with the business of said firm, shall be placed in the hands of Bent Cahill, who shall have power to examine and audit the same, or to employ a competent accountant to do so, and authority to employ an Attorney when and wherein he may deem it necessary for the purpose of collecting the debts owing to said firm, and of paying out the monies arising therefrom as hereinafter provided.

4th, That out of the monies so collected the debts of said firm be first paid, and there be next paid to us therefrom the sum of Twenty-five Hundred Dollars ($2500.)

5th: That you render within a reasonable time an itemized statement of the receipts and and expenditures in connection with the erection and completion of the Glick Building and of any other matter or business of which you may have knowledge, outside of the regular Hardware and Implement business, in which said firm is interested,

6th, That it shall be the duty of each member of said firm to render to said Bent Cahill as full and explicit an account as may be practicable of any matter of business of said firm done by him or which he has knowledge whenever requested by said Cahill or any member of said firm,

7th, That you assume all liability of said firm for any and all goods that have been received since Jan. 23rd, 1899, or that may hereafter be delivered in the name of said firm, And that you indemnify us against any liability therefor,

8th, That after the expiration of one year from this date the claims owing to said firm then uncollected be divided between you and us as we may then be entitled, And if we cannot agree as to the manner of doing so, that you select a person, and we select a person, and they two another, and that said three make the said division,

9th:- That you indemnify us against your half of any deficit as to said sum of $2500, that may remain unpaid to us at the expiration of said one year from this date, Provided, however that if at the expiration of said one year there should remain unpaid any portion of $2500, and uncollected accounts and notes of said firm apparently sufficient to pay the same, then in that case a year further time shall be allowed in which to collect said accounts and notes, and to pay said deficit before making a division of the uncollected claims of said firm as provided in item Eighth hereof, and that there shall be paid to us interest at the rate of 6% per annum upon your half of said deficit from said date until the same is paid.

10th: That we mutually indemnify each other by cross bonds against any loss that may occur by reason of the liability of said firm as guarantors or surety on any notes taken by them on sale of commission goods.

11th:- That if the account required to be rendered by you under Item 5 hereof prove unacceptable to us then a Committee of three men shall be selected in the manner provided in item eight hereof and you shall render such an account as shall be acceptable to said Committee, And their acceptance thereof shall be final as to said accounting.

12th: That Bent Cahill shall have power and authority to act as referee to state the account between each member of said firm and the said firm, and to hear evidence and require the production of all books and papers of said firm needed for such purpose, and that his finding in relation thereto shall be final,

13th:- That the rights of all parties hereto are fully reserved, except

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only as to matters therein expressly stipulated.

Respectfully submitted,

Uriah Cahill,

James C. Cahill,

Dated at Richwood, O. this 22nd day of April, 1899.

I accept the above proposition and agree to the conditions and covenants therein upon my part to be kept and performed.

T. H. Biddle,

Dated at Richwood, O. this 22nd day of April, 1899.

Exhibit "B"

Messrs:- T. H. Biddle and Uriah and J. C. Cahill:-

Gentlemen:- The undersigned as Referee in the settlement of the partnership affairs of the late firm of Biddle and Cahills, duly authorized in the premises begs leave to report as follows, to-wit:-

1st: That he has made a very careful examination of all matters laid before him for inspection including all books of accounts, accounts, notes and all other evidences of indebtedness, all receipts and bills paid, and all papers connected with the business of the said firm, together with all counterclaims, offsets, statements, proposals, settlements and verbal testimony offered or requested to be offered by either party, and,

2nd, That in the prosecution of said examination he has been assisted in a considerable portion of the work, by expert book keepers and by legal counsel, and

3rd, That as a result of all the above he finds that there is due and payable over and above and in excess of said counter-claims and off-sets from T. H. Biddle to Uriah and J. C. Cahill on this the 17th day of July, 1901, the sum of Thirteen Hundred and Seventy-five and 25/100 Dollars ($1375.25)

Respectfully Submitted,

Bent Cahill, Referee,

7971 Summons

On August, 17th, 1901, the following Summons was issued:-

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

You are hereby commanded to notify T. H. Biddle that he has been sued by Uriah Cahill in the Court of Common Pleas of Union County and must answer by the 14th day of September, A.D. 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 26th day of August A.D. 1901. Witness my hand and the seal of said Court this 17th day of August A.D. 1901.

(Seal) Chas Feilborwood, Clerk

Endorsed:- In action on award, amount claimed $1375.25 with interest from July, 17th, 1901.

Sheriff's Return,

Received this writ Aug. 17th, A.D. 1901, at 10 o'clock A.M. and served same by personally handing to T. H. Biddle a true and certified copy of this writ with all the endorsements thereon, Aug. 19th, 1901.

Sheriff's Fees: $3.26.

S. F. Burnham, Sheriff.

By Allen Haines, Deputy.

7971 Motion

On September, 1st. 1901, the following motion was filed:-

Uriah Cahill ---- Plaintiff.

vs.

T. H. Biddle ---- Defendant. In the Court of Common Pleas of Union County, O.

Now comes the defendant and moves the Court here for an order requiring the plaintiff to make his petition more definite and certain in the following 1st:- That he state the substance of the matter of agreement to submit to arbitration;
2nd:- That he set out in the petition the matters in difference that were to be submitted to arbitration.
That he set out in the petition the substance of the award made by the said Benton Cahill, and his findings in said award.

John F. Millar & Cameron & Cameron,
Attorneys for Defendant.

7971
Entry

On Sept. 24th, 1901, the following Entry was filed:-
Uriah Cahill — Plaintiff.
vs. Court of Common Pleas, Union County, Ohio,
T. H. Biddle — Defendant.

This day came the parties by their Attorneys and submitted this cause to the Court upon the motion of the defendant to require the plaintiff to make his petition more definite and certain as in said motion stated. On consideration whereof, the Court being fully advised in the premises, sustains said motion and it is ordered that the petition be amended as required by said motion.
Thereupon plaintiff asked and obtained leave to file an amended petition herein in thirty days and cause continued.

7971
Amended Petition

On Nov. 26th, 1901, the following amended petition was filed:-
Uriah Cahill and James Cahill — Plffs.
vs. Court of Common Pleas, Union County, O.
T. H. Biddle — Defendant.

The plaintiffs say that on or about the 22nd day of April, 1899, said plaintiffs and defendant were engaged in Hardware and Implement business in the Village of Richwood, Ohio, under the firm name of Biddle and Cahills, and that for the purpose of settling said partnership and all matter connected therewith and dissolving said partnership, said plaintiffs and this defendant entered into substantially the following agreement: said plaintiffs proposed to sell to defendant all their half interest in the stock of goods, tools, furniture and assets of every description excepting the claims owing said firm, for the sum of $1250.00 excepting from said sale all goods received since Jan. 23rd, 1899, that all accounts and evidence of indebtedness and all papers of said firm be placed in the hands of Benton Cahill, who shall examine the same and employ an Attorney if necessary for the purpose of collecting said debts of said firm and pay out the same as follows:- first the debts of said firm and that if sufficient money be collected next to be paid to these defendants the sum of $2500. and that said defendant render as early as possible a complete itemized statement of what was known as the Flick Building, and all other matters of business of which said defendant may have knowledge and that all members of said firm shall render to said Benton Cahill a full and complete account of any and all business of said firm whenever so required by said Cahill; that said defendant assume all responsibility for all goods

received or to be received after the 23rd day of January, 1899, and that said defendant indemnify said plaintiffs against any liability therefor; that after one year the claims of said firm then uncancelled be divided between these plaintiffs and this defendant, and if they cannot agree they shall leave the matter to three persons to be selected by this defendant and three plaintiffs; said defendant to indemnify these plaintiffs against any deficit of said $2500. Said agreement also provides that if at the expiration of one year there should remain any portion of said accounts sufficient to pay the same or any considerable portion of same, there shall be one year more given for the collection of said accounts. It is further agreed that these plaintiffs and this defendant mutually indemnify each other by cross bonds against any loss by reason of liability of said firm as guarantors or surety on notes taken by them on sale of Commission goods, and it is further agreed by this defendant that if the accounts required from this defendant be not acceptable to these plaintiffs, then a Committee of three be selected and said defendant shall render such account as shall be acceptable to said Committee, and it is further agreed by all parties hereto that the said Benton Cahill shall have power and authority to act as referee to state all accounts between each member of said firm and to hear evidence and require the production of all books and papers of said firm as he may desire, and it is further agreed that the finding of said Benton Cahill in relation to all matters shall be final, and all parties herein consented to the same. That on or about the 11th and 12th days of July, 1901, the said plaintiffs and the defendant by reason and in accordance with the terms of said written agreement and for the purpose of an arbitration and final settlement of all matters in dispute growing out of said partnership met before said Benton Cahill as such arbitrator, and the plaintiffs and defendant being present and represented by Counsel introduced their oral and documentary evidence to said Benton Cahill as such arbitrator in relation to all disputed matters of said partnership, and after the argument of counsel and the matters so as aforesaid submitted, were left with the said Benton Cahill for his final decision.

That afterwards, towit, on the 17th day of July, 1901, the said Benton Cahill rendered to the plaintiffs and defendant an award in writing on the testimony so submitted to him as aforesaid as to the matters in controversy growing out of said partnership, which award was in substance as follows:- That there is due and payable over and above and in excess of said counterclaims and offsets from T. H. Biddle to Uriah and J. C. Cahill on this the 17th day of July, 1901, the sum of ($1375 98/100) Thirteen Hundred and Seventy-five and 98/100 Dollars.

Therefore defendant is indebted to plaintiffs in the sum of Thirteen Hundred and Seventy-five and 98/100 Dollars ($1375.98) with interest from July 17th, 1901, no part of which has been paid and for which they ask judgment.

D. H. Ayres & H. C. Hooper, Attorneys for Plaintiffs.

The State of Ohio, Union County ss.

Uriah Cahill one of the plaintiffs herein being sworn says the allegations of the foregoing petition are as he believes true.

Uriah Cahill.

Sworn to and subscribed in my presence this 26th day of November, 1901.

James E. Robinson.
Notary Public.

(Seal)

7971 Motion

On December 14th, 1901, the following motion was filed:-

Uriah Cahill — Plaintiff.

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

T. H. Biddle — Defendant.

Now comes the defendant T. H. Biddle and moves the Court for an order striking from the files in this case the paper marked "Amended Petition", and which bears the file mark of November, 26th, 1901. For grounds of his motion the defendant says:- That the original action in this case was brought by Uriah Cahill in his individual capacity, and upon motion the said Uriah Cahill was ordered to make his petition more definite and certain, but no leave was given by the Court to make new parties. The said paper writing marked amended petition is filed by Uriah Cahill and James Cahill and is not responsive to the order of the court, and the same is a new case without leave of the Court or authority of law.

J. F. Millar and J. L. Cameron,
Attorneys for Defendant.

7971 Entry

On January 6th, 1903, the following Entry was filed:-

Uriah Cahill — Plaintiff.

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

T. H. Biddle — Defendant.

This day this cause came on to be heard on motion of plaintiff for leave to make James Cahill a party plaintiff and for leave to file second amended petition, and same was granted.

7971 Second Amended Petition

On January 6th, 1903, the following Petition was filed:-

Uriah Cahill and James Cahill — Plaintiffs.

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

T. H. Biddle — Defendant.

The plaintiffs say that on or about the 22nd day of April, 1899, said plaintiffs and defendant were engaged in Hardware and Implement business in the Village of Richwood, Ohio, under the firm name of Biddle and Cahills, and that for the purpose of settling said partnership and all matters connected therewith and dissolving said partnership said plaintiffs and this defendant entered into substantially the following agreement:- Said plaintiffs proposed to sell to defendant all their half interest in the stock of goods, tools, furniture, fixtures and assets of every description excepting the claims owing said firm for the sum of $1250, excepting from said sale all goods received since Jan. 23rd, 1899, that all accounts and evidences of indebtedness and all papers of said firm be placed in the hands of Burton Cahill who shall examine the same and employ an Attorney if necessary for the purpose of collecting said debts of said firm and pay over the money as follows:- First: the debts of said firm and if sufficient money collected next to be paid to these plaintiffs the sum of $2500, and that the defendant render as early as possible a complete itemized statement of what was known as the Glick Building and all other matters of business of which said defendant may have knowledge and that all members of said firm shall render to said Burton Cahill a full and complete account of any and all business of said firm whenever so requested by said Cahill, That said defendant assume all responsibility for all goods received or to be received after the 23rd

day of January, 1899, and that said defendant indemnify said plaintiffs against any liability therefor. That after one year the claims of said firm then uncollected be divided between these plaintiffs and this defendant, and if they cannot agree they shall leave the matter to three persons to be selected by these plaintiffs and this defendant, Said defendant to indemnify these plaintiffs against any deficit of said $2500, said agreement also provides that if at the expiration of one year there should remain any portion of said accounts sufficient to pay the same or any considerable portion of same there shall be one year more given for the collection of said accounts, It is further agreed that these plaintiffs and this defendant mutually indemnify each other by cross bonds against any loss by reason of liability of said firm as guarantors or sureties on notes taken by them on sale of Commission goods and it is further agreed by this defendant that if the account required of this defendant be not acceptable to these plaintiffs then a Committee of three be selected and said defendant shall render such account as shall be acceptable to said Committee, and it is further agreed by all parties hereto that the said Benton Cahill shall have power and authority to act as referee to state all accounts between each member of said firm and to hear evidence and require the production of all books and papers of said firm as he may desire, and it is further agreed that the finding of the said Benton Cahill in relation to all matters shall be final and all parties herein consented to the same, That on or about the 11th and 12th days of July, 1901, the said plaintiffs and defendant by reason of and in accordance with the terms of said written agreement and for the purpose of an arbitration and final settlement of all matters in dispute growing out of said partnership met before said Benton Cahill as such Arbitrator and the plaintiffs and defendant being present and represented by counsel, introduced their oral and documentary evidence to said Benton Cahill as such arbitrator in relation to all disputed matters of said partnership and after the argument of counsel and the matters so as aforesaid submitted were left with the said Benton Cahill for his final decision.

That afterwards, towit, on the 17th day of July, 1901, the said Benton Cahill rendered to the plaintiffs and defendant an award in writing on the testimony submitted to him as aforesaid, as to the matters in controversy growing out of said partnership, which award was in substance as follows:-

That there is due and payable over and above and in excess of said counterclaim and offsets from T. H. Biddle to Uriah and J. C. Cahill on this 17th day of July 1901, the sum of $1375.98.

Therefore defendant is indebted to plaintiffs in the sum of $1375.98 with interest from July 17th, 1901, no part of which has been paid and for which said plaintiffs ask judgment.

D. A. Ayers and H. T. Hooper. Attys for Plaintiffs.

State of Ohio, Union County ss.

Uriah Cahill one of the plaintiffs herein being sworn says the allegations of the foregoing petition are as he believes true.

Uriah Cahill.

Sworn to and subscribed in my presence this 6th day of January, 1902. (Seal) Chas. Leinhorwood, Clerk

7971 Entry

On Feb. 22 nd, 1902, the following Entry was filed:-

Uriah Cahill et. al.
vs.
T. H. Biddle

Court of Common Pleas, Union County, Ohio,
Feb. 22 nd, 1902,

This day the death of James Cahill one of the plaintiffs herein was suggested to the Court; whereupon the Court grants leave to make the Administrator of the said James Cahill, deceased, party plaintiff herein, and cause continued.

7971 Entry

On Feb. 22 nd, 1902, the following Entry was filed:-

Uriah Cahill
vs.
T. H. Biddle

Court of Common Pleas, Union County, Ohio.
Feb. 22nd, 1902,

Now comes Asbury Cheney, by his Attorney J. F. Millar, and suggests to the Court the death of T. H. Biddle, defendant herein, and that he is the duly appointed and qualified Administrator of the said T. H. Biddle, and moves the Court for leave to become a party to this action, and to continue the same, And the Court finding the suggestion to be true, grants said motion, and the said Asbury Cheney, Administrator, is accordingly made party defendant in this action, and cause continued.

7971 Answer

On March 8th, 1902, the following Answer was filed:-

Uriah Cahill et. al.- Plaintiffs
vs.
Asbury Cheney, Administrator of the estate of T. H. Biddle, deceased. - Defendant.

Court of Common Pleas,
Union County, Ohio,

The defendant, Asbury Cheney says:- That since this action was commenced the said Thomas H. Biddle died intestate and the said Asbury Cheney has been duly appointed and qualified as his Administrator, and that this action has been revived in the name of this defendant, as such Administrator, and for his answer to the amended petition of the plaintiff this defendant says:- He denies that said Bent Cahill was empowered by the said writing to state an account between the members of said firm but says that the writing referred to in the amended petition provided as follows; "12- That Bent Cahill shall have power and authority to act as referee to state the account between each members of said firm and the said firm, and hear evidence and require the production of all books and papers of said firm needed for such purpose, and that his findings in relation thereto shall be final." The foregoing was the only authority given said Bent Cahill to act in the premises. Pursuant to said agreement the parties did place in the hands of said Bent Cahill the books and papers of the firm and gave him their individual statements in regard to the business, and on or about the 1st day of March, 1901, the said Bent Cahill made his statement and finding in the premises, a copy of which statement and finding is hereto attached marked Exhibit "A", and a copy of the same was by said Bent Cahill delivered to each member of the firm. Which statement was substantially as follows:- He found that the total receipts of the firm had been $58162,15- and the disbursements, and each

on hand equaled the receipts, The disbursements, as found, being the sum of $57274.14, and the cash on hand being $888.01,

He found that each member of the firm had drawn out money as follows,-

T. H. Biddle had drawn out $6687.55.
Uriah Cahill had drawn out $2175.37.
J. C. Cahill had drawn out $2830.80.

The defendant says that upon the rendering of said finding and statement it was discovered by the parties that the amount of receipts of the firm had not been correctly stated, for the reason that there was large sums of money received by the firm that did not appear on the books and papers in the hands of said Bent Cahill, and for the further reason that in going over the books showing the cash receipts the said Bent Cahill had overlooked items amounting in the aggregate to $1848.10.

Thereupon by mutual consent of the parties the first finding and statement was disregarded and put aside and the matter referred back to the said Bent Cahill for correction and for that purpose only.

The defendant says that after the matter was so referred back to the said Bent Cahill for correction, he refused to correct the same or make any further finding and statement as directed by said submission, but on the contrary and without any authority whatever undertook to make a statement of the accounts between the parties and their dealings with each other, all of which was voluntary on his part and without any authority whatever on the part of the said Thomas H. Biddle, The said Biddle never agreed that said Bent Cahill should find and determine what amount if any he owed the plaintiffs, or what amount the plaintiffs owed him, but that was a matter to be determined by the parties after their accounts with the firm had been found and stated, Wherefore the defendant says that the pretended award made by the said Bent Cahill finding him indebted to the plaintiffs is wholly void and of no effect.

This defendant further says, that the said pretended award of said Bent Cahill as set up in the amended petition should be set aside and held for naught for the reason that it is unjust and inequitable in this, towit:- Said firm went into business on the first day of February, 1894, and continued until the 13th day of April, 1897 and during that time the total receipts of the firm amounted to $61841.85, and its expenditures and disbursements including amounts drawn out by the parties amounted to the sum of $57274.01, and no more, leaving a balance of cash on hand that should be accounted for in the sum of $4567.84, But in truth and in fact when said firm dissolved there was no cash to be found, and this large discrepancy of receipts over disbursements is wholly unaccounted for.

The defendant says that when the firm started in business the said Thomas H. Biddle had charge of the cash books, and cash receipts, and he so continued in charge of the same until about the 1st day of January, 1897, at which time the firm took on other business on the outside and the said Thomas H. Biddle was in charge of that, and the said Uriah Cahill at the date last aforesaid took charge of the cash books and cash receipts of the firm and continued in such charge until the firm dissolved,

This defendant says that all the money that came into the firm while the said Biddle had charge of the cash books, and the cash was expended for the use of the firm and the same is fully accounted for, as this defendant is ready to show, but for some reason the defendant is unable to explain, and which the plaintiffs have not yet explained, the books do not show, nor can it be ascertained what became of the money of the firm after the said Uriah Cahill took charge of the cash books and cash receipts, but the balance of $4567.84, is not in the hands of the firm or accounted for. This defendant says that until the matters herein stated are cleared up and the receipts of the firm are accounted for it will be impossible to correctly state the account between himself and plaintiffs; for the reasons herein stated the pretended award of the said Bent Cahill is premature, unjust and inequitable and of no effect and should be set aside and held for naught.

Second Defense by way of Cross-Petition:-

This defendant says that all the parties interested in the matter are now before the Court and all matters of difference can be settled and adjusted in this suit by the appointment of a special Master Commissioner by the Court who shall have power to inspect the books and papers and exhibits of the firm and to hear evidence and to state the account that the said Bent Cahill failed to state. This defendant says that the amount of money drawn out by each member of the firm is substantially as stated by said Bent Cahill in his first statement and the disbursements are also substantially as stated therein, but the receipts of the firm are as therein stated, towit; the sum of $6184.85, and if the money that was received by the firm and not accounted for is brought in and rightfully divided among the parties hereto it will be sufficient to pay plaintiffs the $2500. mentioned in the said amended petition and leave a balance coming to each of the parties hereto.

This defendant says that, as the said Uriah Cahill had charge of the cash books and cash receipts of the firm from the 1st day 1897, until its close, he should be required to account for the money received during that time, or the same should be considered as yet in his hands, and ordered distributed and paid out under the direction of the Court. This defendant says that the plaintiffs are indebted to the estate of Thomas H. Biddle for rents and other matters in a large sum, but the same is outside of the partnership matters and as the defendant believes can readily be adjusted after the partnership affairs are settled, and for that reason the defendant does not bring it in here, but it is another reason why an award attempting to find what one member of the firm owes another should not be permitted to stand.

Wherefore the defendant prays that the pretended award of Bent Cahill may be held for naught, and the Court here will order an account to be stated of all matters pertaining to said partnership business, and that the said Uriah Cahill may be required to account for all moneys that came into his hands for said firm during the time he had charge of the cash books and cash receipts, and that the money found to be on

hands may be divided and distributed under the order and direction of the Court, and if need be that the Court will appoint a special Master Commissioner to state such account, and for all other and further relief as the nature of the case may require.

J.F. Millar and J.L. Cameron,
Attorneys for Defendant.

The State of Ohio, Union County ss.

Asbury Cheney, being first duly sworn says that he is the Administrator of the estate of said Thomas H. Biddle, duly authorized in the premises, and that as such he is the defendant herein, and that he believes the facts stated and allegations made in the foregoing answer to be true.

Asbury Cheney,

Sworn to before me and signed in my presence this 7th day of March, 1902. (Seal)

J.F. Millar,
Notary Public.

Exhibit "A".

In compliance with item 12 settlement proposition signed by Uriah Cahill, J.C. Cahill and T.H. Biddle on April 22nd, 1899, I herewith submit my statement of business of the firm of Biddle & Cahills and account of each member of said firm with the firm as shown by their books from Feb. 1st, 1894, to April 13th, 1899.

Expenses		Receipts.		
Amt paid for goods —	$39317.17	Cash receipts, cash book		$55301.43
Cent Inc. Ex.	8554.19	Insurance not on "	"	1748.35
T.H. Biddle	5193.05	Note in Bank not on "	"	1112.37
Uriah Cahill	1491.56			$58162.12
J.C. Cahill	2196.72			
Credit on note	472.60			
Amt on draft	48.72			
Cash to balance	888.14			
	$58162.15			

Cash and goods:-

The amount each member drew out in
T.H. Biddle, Cash Book $5193.05
" " " Ledger Acct 1494.50
$6687.55

Uriah Cahill, Cash Book $1491.56
" " Ledger Acct 683.81
$2175.37

J.C. Cahill, Cash Book $2196.72
" " " Ledger Acct 634.08
$2830.80

Respectfully Submitted.
Bent Cahill.

7971
Demurrer

On March, 24th, 1902, the following Demurrer was filed:-

Uriah Cahill et. al.

Vs.

Asbury Cheney, Admr. of the estate of T. H. Biddle.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff herein and demurs to the first defense in defendants answer and for reason says said defense does not state facts sufficient to constitute a defense.

Said plaintiff demurs to second defense and for reason says said second defense does not state facts sufficient to constitute a defense.

D. H. Ayers and W. T. Hooper, Attys for Plff.

7971
Entry

On April 3rd, 1902, the following Entry was filed:-

Uriah Cahill.

Vs.

T. H. Biddle.

Court of Common Pleas, Union County, Ohio

April 3rd, 1902,

This cause being heard on the demurrer to the answer, the Court, on consideration thereof, overrules the same, to which ruling and decision of the Court plaintiff then and there excepts; and the plaintiff is allowed to file a reply within 30 days.

7971
Reply

On May, 12th, 1902, the following reply was filed:-

Uriah Cahill, and Uriah Cahill, as Administrator of J. C. Cahill, deceased.-Plaintiffs

Vs.

Asbury Cheney, Administrator of the estate of T. H. Biddle, deceased.-Defendant.

Court of Common Pleas, Union County, Ohio.

The plaintiffs now come and for their reply to the answer of the defendant herein say:- They admit that said Asbury Cheney, is the Administrator of the estate of Thomas H. Biddle, deceased; they deny that the agreement named in plaintiffs petition did not authorize the said Bert Cahill as referee to state an award in the partnership matters of Biddle and Cahills, but on the contrary these plaintiffs say that by the terms of said article of agreement the said Bert Cahill was fully empowered to settle and determine all matters and differences between them as said partners and render an award thereon; These plaintiffs deny that the said Bert Cahill made a finding showing that the receipts of said firm and the amount drawn out by each member of said firm that was final as a finding in the affairs of said firm, and that the same was referred back to said Bert Cahill for correction, but these plaintiffs say that the statement was unofficially made by said Bert Cahill at the request of said Thomas H. Biddle, and merely indicated what the books of said firm showed and did not include any other differences between the members of said firm; that afterwards at the request of the defendant, T. H. Biddle, and agreement of the members of said firm, a day was agreed upon to hear before said referee all matters in dispute between the members of said firm, and afterwards on the 11th and 12th days of July, 1901, all the members of said firm appeared in person and by their attorneys, and without objection by oral testi-

timony and other documentary proof fully submitted to said referee all controverted matters of said firm, and afterwards on the 17th day of July, 1901, the said Burt Cahill made the award sued on herein upon the books of said firm and the oral and documentary evidence introduced before him as aforesaid, These plaintiffs deny that at any time there was a mistake as to the cash receipts of said partnership, or large cash receipts wholly unaccounted for during the time this plaintiff kept the cash book; this plaintiff denies that he kept the cash book of said firm, but says that about the month of February, 1897, he assisted the said T. H. Biddle in keeping the cash book until said partnership was closed; and at the close of each day's business the same was verified by the cash on hand of said firm the amount of cash so received and the cash book, and all other books of said firm was during all the time of said partnership under the supervision and control of the said T. H. Biddle, and on said 11th and 12th days of July, 1901, this matter of keeping said cash book was fully submitted to said referee.

This plaintiff denies that there is now or ever was any cash or other funds of said firm unaccounted for in his hands.

These plaintiffs deny that at any time after the unofficial statement was handed to T. H. Biddle as aforesaid, that the same was referred back to said Burt Cahill for correction, and deny that there was at any time a mistake to be corrected by said referee, and deny that prior to the statement unofficially to the said Thomas H. Biddle, that each member of said firm gave to said referee their individual statements, books and papers in reference to the business of said firm; but these plaintiffs say that no hearing by testimony or finding was made by said referee until the dates in July, 1901, aforesaid.

The plaintiffs deny each and every other allegation contained in the defendant's first defense set forth in his answer not herein specifically admitted.

The plaintiffs for reply to the second defense contained in the defendant's answer say:- That all disputes claims and differences pertaining to the partnership matters of said firm of Biddle and Cahill having been heretofore fully adjudicated under the articles of agreement attached to plaintiffs' petition by the said Burt Cahill upon all books, papers and oral testimony that there is no necessity for a special Master Commissioner to rehear and adjudicate the affairs of said firm, but on the contrary the same would be an unnecessary expense and work an injury to these plaintiffs, after they have in good faith submitted all controverted matters of said firm under the aforesaid article of agreement.

That the trust referred to in said second defense was fully submitted to the said referee and was considered by him, and is included in the award sued on herein.

These plaintiffs say that the claim of Uriah Cahill having kept the cash book of said firm and his accounting for the moneys of said firm by reason of his having aided the said T. H. Biddle in keeping the same was also fully heard before said Burt Cahill as referee and passed on by him as such.

These plaintiffs say that all claims set forth in defendants answer

having been fully adjudicated by the said referee agreed upon by the members of said firm and by the terms of said article of agreement to submit all their differences to said referee, and that his decision should be final, these plaintiffs pray as in their petition

H.T. Hoopes and D.H. Ayers,
Attys for Plaintiffs.

State of Ohio, Union County ss,
Uriah Cahill being first duly sworn deposes and says that he is one of the plaintiffs in the above entitled action; that the facts stated and allegations made in the foregoing reply are as he believes true,

Uriah Cahill,

Sworn to before me and signed in my presence by the said Uriah Cahill, this 13th, day of May, 1902.

(Seal) Chas Tenhorwood, Clerk

8091

7971 Entry

On January 9th, 1903, the following Entry was filed:-

Uriah Cahill et. al. Plaintiffs.
Vs.
Thomas H. Biddle - Defendants.

This day came the parties and by agreement settled this cause as follows:- It is agreed by the parties that this action shall be dismissed at the cost of the defendant. It is further agreed that the defendant Asbury Chenny, as Administrator of the estate of said Thomas Biddle, shall, and he hereby does, accept and allow as good and valid claim against said estate, the claim of the plaintiffs for the sum of Twelve Hundred and Fifty ($1250) Dollars, with its interest thereon from the 22nd day of April, 1900, as stipulated and agreed upon in the contract of dissolution of said partnership of Biddle and Cahills, said amount being the consideration for the plaintiffs' one half interest in the stock of Hardware of said partnership purchased from them by said Thomas Biddle, deceased.

It is further agreed that, with the exception of said claim of $1250, and its interest all matters between said parties either as partners or as individuals are fully settled, and that the estate of said Biddle is not indebted to the plaintiffs upon any other debt, claim or demand, and that the plaintiff, Uriah Cahill and the estate of James Cahill are neither indebted to the estate of said Biddle upon any other debt, claim or demand, and this entry is an acquittance to both parties of all matters, debts, claims or demands, except the said claim of $1250, and its interest.

It is therefore considered, ordered and adjudged by the Court that this cause be and hereby is dismissed, and that the defendant, Asbury Chenny, as such Administrator pay the costs herein, taxed to $—.

Attest: Chas Tenhorwood, 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 January Term A.D. 1903,

Be It remembered that heretofore, towit, on the 17th of July, A.D. 1903, the following petition was filed with the Clerk of said Court, towit:-

6091

Lewis C. Bunn — Plaintiff.

vs.

Court of Common Pleas,
Union County,
Ohio.

A. G. Jones, I. H. Osborne, C. D. Sidle, William H. Rogers, Robert F. Elliott, Isaac Miller, Jacob L. Horn, George H. Worden, Lewis P. Albright, Jacob B. Miller, Adolph I. Glick, William Glick, Nile Eckelberry, John M. Hilkins, Samuel Berkowitz, Sarah S. Tenney, Burt Cahill, John F. Millar, James E. Robinson, John M. Hord, Stephen D. Evans, Wm. D. Cameron, Isaac Hilshimer, C. C. Sharp, Alma K. Hayes, Charles Silliman, Emery Hoskins, as Executor of the last will of James L. Jolliff, decd, and Asbury Cheney, as Administrator of the estate of Thomas H. Biddle, deceased, ——————— Defendants.

The plaintiff says that The Varuna Water Company, a corporation duly incorporated and organized under the laws of the State of Ohio, is indebted to him in the sum of One Hundred and Ninety-Eight Dollars and Seventeen Cents ($198.17), with interest thereon from the 28th day of November, 1901, on an account, a true copy of which is hereto attached and marked Exhibit "A," and made a part hereof; that said corporation has been duly dissolved by an action in this Court brought by its directors; that a receiver was appointed in said action, who took charge of all the assets of every description of said corporation and disposed of them by order of Court and applied the proceeds thereof towards the payment of the debts of said corporation; that after the payment of the costs of said action and the preferred claims against said corporation, said receiver was ordered to pay a dividend of thirty-nine per cent on the claims of the general creditors thereof; that said receiver duly filed his final account showing that he had paid said dividend and that the entire funds and assets of said corporation had been thereby exhausted and that nothing remained in his hands; and that said account was duly confirmed by said Court on the 9th day of June, 1903, and said Receiver discharged, and thereupon the said action terminated.

Plaintiff further states that by the record made of the proceedings in said action the general creditors of said corporation who received said dividends on their respective claims, and who are not yet fully paid, are as follows: The Liquid Carbonic Acid Manufacturing Company of Pittsburg Pa.; The Crown Cork and Seal Company of Baltimore Md.; The Edward H. Everette Company of Newark, Ohio; The Henderson Lithographing Company of Cincinnati, Ohio; A. G. Jones of Lima, Ohio; and The Richwood Deposit Bank, George H. Worden, Thomas H. Biddle, Jacob L. Horn, Godman & Thornhill, Lewis C. Bunn, and Gill & Crawford, all of Richwood, Ohio,

Plaintiff further avers that the capital stock of said corporation was divided into shares of Ten Dollars each, and that the defendants herein and the plaintiff include all the persons who have subscribed for and who are or have been holders of said stock of said corporation, and the amounts thereof severally held by them respectively are as follows:-

The defendants, Isaac Miller, Jacob L. Horn, Lewis P. Albright, Jacob B. Miller,

John H. Wilkins, Sarah S. Penney, and the plaintiff each hold fifteen shares thereof; the defendants, C. D. Sidle, and John F. Millar hold ten shares each; the defendant George H. Worden holds eight shares; the defendants, Nels Eckelberry and William H. Hagers, each hold six shares; the defendants Samuel Berkowitz, James E. Robinson, John M. Horn, and C. C. Sharp, each hold five shares; the defendants, Burt Cahill and William D. Cameron each hold four shares; the defendant Isaac Helshimer holds two shares; the defendants, L. H. Osborne, Robert F. Elliott, Stephen D. Evans, Alma K. Hagers, and Chas. Gillman, each hold one share; the defendant, A. G. Jones holds eleven shares; the defendants, Adolph J. Glick, and William Glick, as Glick Bros, a former partnership, hold jointly fifteen and one-half shares; the defendant, Emory Hoskins is the Executor of the last will and testament of James S. Jolliff, deceased, who held five shares; and the defendant, Asbury Cheney, is the Administrator of the estate of Thomas H. Biddle, deceased, who held ten shares of said stock. Said capital stock so subscribed and held by said defendants and plaintiffs has all been fully paid for, with the exceptions that said C. C. Sharp owes ten Dollars on the amount held by him and the defendant, Sarah S. Penney owes twenty dollars on the amount subscribed by her, both of which are uncollectable by process of law. Plaintiff further says that said defendants and plaintiff were the owners and holders of said stock in the several respective amounts as above set forth at the times that his claim and the claims of the other creditors of said corporation herein mentioned were incurred; that said Company has been dissolved and has quit doing business and all its assets of every description have been disposed of as aforesaid, and that it holds and has nothing out of which plaintiff and the said creditors can satisfy their said claims; that said stockholders of said corporation are each liable to its said creditors in an amount equal to their respective holdings of its stock as aforesaid, and that said liability must be enforced if said debts are to be paid; and that plaintiff stands ready and willing to abide the finding and order of the Court that may be made for the assessment of the said stockholders, and that the assessment so made against him will be a proper credit on his claim herein set forth.

Wherefore plaintiff prosecutes this action for the benefit of all of the creditors of said corporation, The Yazuma Water Company, to enforce the statutory liability of its said stockholders for the payment of its debts; and therefor prays that if said creditors do not appear and ask to be made parties and plead herein and set forth their respective claims within a reasonable time, they be notified so to do by Court, as provided by law; that the Court ascertain and determine the amounts due each and all the creditors of said corporation, and the amount of stock held by each of its said stockholders, and the amount for which each stockholder shall be severally assessed to pay his proportionate amount of the sum found due said creditors and the costs herein, and render judgment against each therefor, and order the same paid into Court to be distributed among said creditors as they may be found entitled thereto; and for all further relief that the nature of the case and its full and equitable settlement may require.

John F. Millar,
Atty for Plaintiff.

8091
Summons

8091
Summons

8091
Summons

On July, 17th, 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 S. H. Osborne, C. D. Sidle, Robert F. Elliott, Isaac Miller, Geo. H. Horden, Louis P. Albright, Jacob B. Miller, Adolph J. Glick, William Glick, Nile Eckelberry, John M. Wilkins, Samuel Berkowitz, Sarah S. Penney, Bent Cahill, John F. Millar, James E. Robinson, John M. Horn, Wm. D. Cameron, Isaac Welshimer, Chas. Silliman, Asbury Cheney, as Administrator of the estate of Thomas Biddle, deceased, that they with others have been sued by Lewis C. Beem in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of August, A.D. 1902, the petition of said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 28th day of July, A.D. 1902. Witness my hand and the seal of said Court this 17th day of July, A.D. 1902. (Seal) Chas. C. Fulhorwood, Clerk.

Sheriff's Return.

Received this writ July, 17th, A.D, 1902, at 3 o'clock P.M. and pursuant to its command on the 19th day of July, A.D, 1902, I served the same by personally handing to the following named defendants true and certified copies of this writ with all the endorsements thereon, S. H. Osborne, Robert F. Elliott, Isaac Miller, Geo. H. Horden, L. P. Albright, Jacob B. Miller, John M. Wilkins, Samuel Berkowitz, James E. Robinson, John M. Horn, Wm. D. Cameron, Isaac Welshimer, and Asbury Cheney; and by leaving at the usual places of residence of C. D. Sidle and Sarah S. Penney true and certified copies of this writ with all the endorsements thereon, William Glick, not being found.

S. F. Burnham, Sheriff.

Chas. C. Fulhorwood being duly sworn says that he personally handed to Adolph J. Glick, Nile Eckelberry, Bent Cahill, John F. Millar, and Chas. Silliman true and certified copies of this writ with all the endorsements thereon, July, 19th, 1902,

Chas. C. Fulhorwood,

Sworn to and signed in my presence this 21st day of July, 1902,
Sheriff's Fees, $6.90 (Seal) James E. Robinson, Notary Public.

8091
Summons

On July, 21st, 1902, the following summons was issued:-
The State of Ohio, Union County, — To the Sheriff of Huron County:-

You are hereby commanded to notify William Glick, that he impleaded with others has been sued by Lewis C. Beem in the Court of Common Pleas of Union County and must answer by the 23rd day of August, 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 4th day of August, A.D. 1902. Witness my hand and the seal of said Court this 21st day of July, A.D. 1902. (Seal) Chas. C. Fulhorwood, Clerk.

Sheriff's Return,

Received this writ July 23rd, A.D, 1902, at 7 o'clock A.M. and served same by delivering to the within named William Glick of Chicago Junction on the 23rd day of July A.D, 1902, a true and certified copy of this writ with all the endorsements thereon,

Geo. H. Gates, Sheriff.

Sheriff's Fees:- $4.20

8091
Summons

On July, 21st. 1902, the following Summons was issued:-
The State of Ohio, Union County ss. ——— To the Sheriff of the County of Shelby, Greeting:-
We command you to notify Emery Hoskins, Executor of the estate of James Jolliff, deceased, that he impleaded with others has been sued by Lewis C. Beem in the Court of Common Pleas of Union County, and that unless he answer by the 23rd day of August A. D, 1902, the petition of said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 4th day of August, A. D, 1902. Witness my hand and the seal of said Court, this 21st day of August, A. D, 1902. (Seal) Chas Tenhorwood, Clerk.

Sheriff's Return.

Received this writ July, 23rd, A. D, 1902, at 9 o'clock A. M. and pursuant to its command on the 23rd day of July, A. D, 1902, I served the same by handing to the within named Emery Hoskins, personally a true and duly certified copy of the within writ with all the endorsements thereon.
Sheriff's Fees: 80 cts, A. Brandewie, Sheriff.

8091
Petition of Co-Plaintiff

On July, 28th, 1902, the following petition was filed:-
Lewis C. Beem for himself and others – Plaintiffs.
Vs. In Court of Common Pleas, Union County, Ohio.
A. G. Jones, and others. — defendants.

Now comes, The Richwood Deposit Bank, a partnership formed for the purpose of doing a private banking business in the State of Ohio, being one of the plaintiffs, the creditor of The Varuna Water Company, for the benefit of whom this action is brought, and hereby waives statutory notice thereof and consents to become a party plaintiff thereto, and voluntarily enters its appearance herein, and sanctions and adopts all that has been alleged and done in its behalf by the plaintiff, Lewis C. Beem, in his petition and proceedings herein.

The said Richwood Deposit Bank, by way of exhibit and statement of its claim herein, alleges that said corporation, The Varuna Water Company is indebted to it in the sum of Three Hundred and Forty-four Dollars and Twenty-five Cents, with interest thereon at the rate of eight per cent per annum from the 27th day of November, 1901, upon a certain promissory note of which the following is a true copy:-

($500 00) Sixty days after date, for value received, we jointly and severally promise to pay to the Richwood Deposit Bank at its office, Five Hundred Dollars, with interest at eight per cent per annum until paid, interest payable annually, with 5% attorney fee if collected. The Varuna Water Co.
(Cognovit clause here omitted)(Signed) J. L. Horn.
Witness our hands and seals this 27th day of Feb. 1900. J. M. Wilkins
I. Miller.
L. C. Beem
Bent Cahill.

There was paid on said note on the 27th day of November, 1901, the sum of $221.42, and there are no other credits or indorsements thereon. The defendants, J. L. Horn, J. M. Wilkins, I. Miller, L. C. Beem and Bent Cahill, signed said note as sureties of said corporation, The Varuna Water Company, which is dissolved, out of business and insolvent, as alleged in the petition herein. Therefore this plaintiff asks that there may be found due it

the amount therein stated; that it may have judgment against the defendants therefor; that such proceedings may be had and taken as are prayed for in the petition; and for all proper equitable relief.

John F. Millar, Atty for Richwood Deposit Bank.

State of Ohio, Union County, ss.

Bert Cahill, being first duly sworn, says that he is one of the members of said partnership known as the Richwood Deposit Bank, and the President of said Bank, and that the facts stated and allegations made in the foregoing pleading, are as he verily believes, true.

Bert Cahill

Subscribed in my presence and sworn to before me by the said Bert Cahill this 24th day of July, A.D. 1902,

(Seal) John F. Millar, Notary Public.

8091
Petition of Co-Plaintiff

On July. 28th, 1902, the following petition was filed:-

Lewis C. Beem for himself and others – Plaintiff.

Vs.

In Court of Common Pleas, Union County, Ohio.

A. G. Jones and others – defendants.

Now come Gill and Crawford, a partnership formed for the purpose of doing business in the State of Ohio, being one of the plaintiffs, the creditors of The Varuna Water Company, for the benefit of whom this action is brought, and hereby waives statutory notice thereof and consents to become a plaintiff hereto, and voluntarily enters its appearance therein, and sanctions and adopts all that has been alleged and done by the plaintiff, Lewis C. Beem, in its behalf in his petition and proceedings herein,

The said partnership, Gill & Crawford, by way of exhibit and statement of its claim therein, alleges that the said corporation, The Varuna Water Company is indebted to it in the sum of Seventeen Dollars and Fifty Cents, with interest thereon from the 27th day of November, 1901, which claims upon an account, a true copy of which with all credits and endorsements thereon is hereto attached and marked "Exhibit 'A'", and made a part hereof; and that said corporation is dissolved and insolvent and has no assets out of which to collect said claim,

Therefore this plaintiff prays that there may be found due it the amount therein claimed; that it may have judgment against the defendants therefor; that such proceedings may be had and taken as are authorized by law in such cases; and for all equitable relief.

John F. Millar, Atty for Gill & Crawford.

State of Ohio, Union County ss.

John H. Crawford, being first duly sworn, says that he is one of the members of the partnership known as Gill & Crawford, and that the facts stated and allegations made in the foregoing petition of said partnership are, as he verily believes, true,

John H. Crawford.

Subscribed in my presence and sworn to before me by the said John H. Crawford this 25th day of July. A. D, 1902,

(Seal) John F. Millar,
Notary Public.

8091
Cross-Petition

On July 28th, 1902. the following Cross-Petition was filed:-
Lewis C. Beem - Plaintiff.
Vs. Court of Common Pleas. Union County, Ohio.
A. G. Jones et. al. - Defendants.

The Liquid Carbonic Acid Mfg. Co. says that it is one of the creditors of The Varuna Water Company, named in plaintiff's petition, that the said The Varuna Water Company is indebted to it in the sum of Forty-Seven and 1/100 Dollars, with interest thereon from the 26th day of November, 1901, on five promissory notes, true copies of which with all credits thereon are hereto attached and marked "Exhibit A", "Exhibit B", "Exhibit C", "Exhibit D." and "Exhibit E" and made a part hereof.

Said Liquid Carbonic Acid Mfg. Co. makes the allegations of plaintiff's petition as to the appointment of a receiver, the dissolution of said The Varuna Water Company, corporation, the sale of the property of said corporation, the payment of a dividend by the receiver, and the final discharge of the receiver by this Court, its allegations; also the allegations as to who are stockholders, and the amount each party holds.

8091
Petition of
Co-Plaintiff

Said Liquid Carbonic Acid Mfg. Co. therefor prays that it may be made a party to this action and that it may have an accounting as to the amount due it and that the amount so found to be due be ordered to be paid out of the proceeds so raised as prayed for in plaintiff's petition.

James E. Robinson, Attorney for
the Liquid Carbonic Acid Mfg. Co.

The State of Ohio, Union County, ss.

James E. Robinson, being first duly sworn, says that he is the Attorney for the Liquid Carbonic Acid Mfg. Co., that it is a non-resident of the County of Union and State of Ohio, that the facts stated and the allegations made in the foregoing cross-petition are as he believes true. James E. Robinson.

Sworn to and subscribed before me this 28th day of July, 1902.
(Seal) Chas. C. Pelhamwood, Clerk

8091
Answer and
Cross-Petition

On July. 28th, 1902, the following Answer and Cross-Petition was filed:-
Lewis C. Beem for himself and others - Plaintiff.
Vs. In Court of Common Pleas, Union County, Ohio.
A. G. Jones and others — Defendants,

Now comes the defendant, Jacob L. Horn, and admits the facts and allegations contained in the petition of Lewis C. Beem herein to be true, and admits that he is the owner and holder of fifteen shares of the capital stock of said corporation known as The Varuna Water Company and is liable thereon to the creditors of said corporation in the manner and to the extent alleged in said petition.

By way of Cross-Petition this defendant alleges that while acting as the duly constituted president of said corporation, The Varuna Water Company, he paid out certain monies for its use in the payment of its debts out of his own private means to the aggregate amount of Thirty-Nine Dollars and Twelve Cents ($39.12); that the receiver of said corporation duly allowed his said claim and on the 26th day of November, 1901, paid him Fifteen Dollars and Thirty-Eight Cents ($15.38) thereon; being a dividend of thirty-nine per cent; and that there remains due and unpaid to him thereon the sum of Twenty-three Dollars and Seventy-four Cents ($23.74), which he claims, with interest thereon from the said 26th day of November

1901; and that said corporation is dissolved and insolvent and out of business, Wherefore this defendant prays that there may be found due him from said corporation the amount herein claimed with interest, and that it may be applied as a credit upon the amount that shall be assessed against him herein as a stockholder in said corporation; and for all proper equitable relief.

John F. Millar,
Atty for Jacob L. Horn.

State of Ohio, Union County ss.

Lewis P. Albright, being first duly sworn, says that the facts stated and allegations made in the foregoing pleading are, as he verily believes true, and that said Jacob L. Horn is absent from the State of Ohio, and that affiant is his agent herein.

Louis P. Albright.

Sworn to and subscribed before me by the said Louis P. Albright this 27th day of July, A.D, 1902, (Seal) J. F. Millar, Notary Public;

8091
Petition of Co-Plaintiffs

On August, 11th, 1902, the following petition was filed:-

Lewis C. Beem, for himself and others — Plaintiff.

Vs.

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

A. G. Jones and others - defendants.

Now comes the Crown Cork and Seal Company, a corporation duly incorporated and organized under the laws of the State of Maryland, and doing business at the City of Baltimore in said State, being one of the creditors of the Varuna Water Company for the benefit of whom this action is brought, and hereby waives statutory notice thereof and consents to become a party thereto; and it sanctions and adopts all that has been alleged and done in its behalf by the plaintiff, Lewis C. Beem, in his petition and proceedings herein.

The said Crown Cork and Seal Company by way of statement and exhibit of its claim herein, alleges that said corporation, The Varuna Water Company is indebted to it in the sum of Eleven and 44/100 Dollars, with interest thereon from the 27th day of November, 1901, upon a certain account for crown corks, a complete copy of which is hereto attached and made a part hereof and marked "Exhibit A".

There was paid on said account on the 27th day of November, 1901, the sum of Seven and 3/100 Dollars ordered paid by this Court, and there are no other credits thereon.

Wherefore this plaintiff asks that there may be found due it the amount herein claimed and that it may have judgment against the defendants therefor; that such proceedings may be had and taken as are prayed for in the petition of said Lewis C. Beem and for all proper equitable relief.

H. H. Wagers, Atty for the Crown Cork and Seal Co.

State of Ohio, Lucas County ss.

Now comes H. H. Wagers, who being first duly sworn makes oath and says that he is the attorney for the Crown Cork and Seal Co. duly authorized in the premises, that the facts set forth in the foregoing petition are within his own knowledge, and are as he verily believes true.

H. H. Wagers.

Sworn to before me and subscribed in my presence this 31st day of July, A. D, 1902, (Seal) A. T. Gourley, Notary Public Lucas County, O

8091
Cross-Petition

On August, 11th, 1902, the following Cross Petition was filed:-
Lewis C. Beem for himself and others — Plaintiff.
Vs. In Court of Common Pleas, Union County, Ohio,
A. G. Jones and others — Defendants.

Now comes the defendant, George H. Worden and admits the facts stated in the petition to be true and admits that he is the owner and holder of eight shares of the capital stock of the corporation known as The Varuna Water Company and that he is liable thereon to the creditors of said corporation in the manner and to the extent stated in the said Petition.

By way of cross-petition this defendant says that said corporation is indebted to him in the sum of Sixty-two Dollars and Sixty-five cents, with interest thereon from the 26th day of November, 1901, which the claims upon an account, a true copy of which, with all credits and indorsements thereon is hereto attached and marked "Exhibit A", and made a part hereof; and that said corporation is dissolved and out of business and insolvent, and has no property or assets out of which his said claim can be collected.

Therefore this defendant prays that he may have judgment against the defendants herein for said sum of $62.65 with interest thereon from the said 26th day of November, 1901, and for all proper equitable relief.

John F. Millar, Atty for Geo. H. Worden.

State of Ohio, Union County ss.

George H. Worden, being first duly sworn, says that he is the pleader in the foregoing cross-petition, and that the facts stated and allegations made therein are, as he verily believes, true.

Geo. H. Worden.

Subscribed in my presence and sworn to before me this 30th day of July, 1902, by the said Geo H Worden.

(Seal) John F. Millar, Notary Public.

8091
Cross-Petition

8091
Waiver

On August, 11th, 1902, the following, Waiver was filed:-
Lewis C. Beem — Plaintiff
Vs. In the Court of Common Pleas, Union County, Ohio.
A. G. Jones et. al — Defendants.

I hereby waive the issuing and service of summons in the above entitled action, and voluntarily enter my appearance as defendant therein.

William H. Rogers.

8091
Petition of Co. Plaintiff

On August, 11th, 1902, the following Petition was filed:-
Lewis C. Beem for himself and others - Plaintiff.
Vs. In the Court of Common Pleas, Union County, Ohio.
A. G. Jones and others - defendants.

Now comes the Edward H. Everett Company, a corporation duly incorporated and organized under the laws of the State of Ohio, and doing business in the city of Newark in said State, being one of the creditors of The Varuna Water Company, for the benefit of whose this action is brought, and hereby waives statutory notice thereof and consents to become a party plaintiff thereto; and it sanctions and adopts all that has been alleged and done in its behalf by the plaintiff.

Lewis C. Beem in his petition and proceedings herein.

The said The Edward H. Everett Company, by way of statement and exhibit of its claim herein allege that said corporation, The Varuna Water Company, is indebted to it in the sum of One Hundred and Twenty-six and 67/100 Dollars with interest thereon from the 27th day of November, 1901, upon a certain account a complete copy of which is hereto attached and made a part hereof and marked "Exhibit A." There was paid on said account on the 27th day of November, 1901, the sum of Eighty and 83/100 Dollars as a dividend ordered paid by this Court; and there are no other credits thereon.

Therefore this plaintiff asks that there may be found due it the amount herein claimed, that it may have judgment against the defendants therefor, that such proceedings may be had and taken as are prayed for in the petition of said Lewis C. Beem and for all proper equitable relief.

W. H. Wagers, Atty for The Edward H. Everett Co.

State of Ohio, Lucas County ss.

Now comes W. H. Wagers, who being first duly sworn, says that he is the Attorney for the Edward H. Everett Company duly authorized in the premises, that said Company is a non resident of Union County, Ohio, that the facts set forth in the foregoing petition are within his own personal knowledge; and that they are of the verily believes, true.

W. H. Wagers.

Sworn to before me and subscribed in my presence this 30th day of July. A.D. 1902, (Seal) A. J. Goorley, Notary Public, Lucas County, O

8091 Cross-Petition

On August 11th, 1902, the following Cross-Petition was filed:-

Lewis C. Beem - Plaintiff.

Vs.

A. G. Jones et. al. - Defendants.

In Court of Common Pleas, Union County, Ohio.

Now comes the defendant Asbury Shuey, as Administrator of the estate of Thomas H. Biddle, deceased, and by way of Cross-Petition herein says:- That the said Varuna Water Company is indebted to said decedent's estate in the sum of $11.74, upon an account stated for materials and merchandise furnished said corporation, with interest thereon from the 26th day of November, 1901, and he hereby adopts and makes a part of this pleading all the allegations contained in the petition of Lewis C. Beem herein, and for that reason he asks judgment against the defendant stockholders herein for said amount so due said estate, and that it may be applied as a credit upon the amount that may be adjudged as due from said estate by reason of said decedent having been a stockholder in said corporation.

J. F. Millar, Atty for said Administrator.

State of Ohio, Union County ss.

John F. Millar, being first duly sworn says that he is Attorney for the said Asbury Shuey as such Administrator and duly authorized in the premises, and that the facts stated and allegations made in the foregoing pleading are within his personal knowledge and are of the verily believes true.

John F. Millar.

Sworn to before me and subscribed in my presence by the said John F. Millar, this 11th day of August, 1902, (Seal) John H. Crawford, Notary Public.

8091
Cross-Petition

On August, 11th, 1902, the following Cross-Petition was filed:-
Louis C. Beem - Plaintiff,
Vs. In Court of Common Pleas Union County, Ohio.
A. G. Jones et. al. - Defendants.

Now comes The Henderson Lithographing Company, a corporation, duly incorporated under the laws of the State of Ohio, and by way of Cross-Petition herein, says; That the said Varuna Water Company is indebted to it upon an account stated in the sum of $8,68, with interest thereon from the 26th day of November, 1901; and said Company hereby adopts and makes part of this pleading all the allegations contained in the petition of Louis C. Beem herein.

Therefore said Company asks judgment against the defendant stockholders herein for the said sum $8,68, with interest aforesaid and for all proper orders and relief.

J. F. Millar, Atty for said Company.

State of Ohio, Union County ss,

John F. Millar, being first duly sworn, says that the said The Henderson Lithographing Company is a non-resident of said County of Union, that he is its Attorney duly authorized in the premises, and that the facts stated and allegations made in the foregoing pleading are as he verily believes true.

John F. Millar.

Sworn to by the said John F. Millar and signed in my presence this 11th day of August. 1902. (Seal) John H. Crawford, Notary Public.

8091
Summons

8091
Cross-Petition

On August, 11th, 1902, the following Cross-Petition was filed:-
Louis C. Beem — Plaintiff.
Vs. In Court of Common Pleas, Union County, Ohio.
A. G. Jones et. al. — Defendants.

Now comes Godman & Thornhill, a partnership formed for the purpose of doing business in the State of Ohio, and by way of cross-petition herein say: That the said Varuna Water Company is indebted to them upon an account stated in the sum of $2,92, with interest thereon from the 26th day of November, 1901; and he hereby adopts and makes a part of this pleading all the allegations of the petition of Louis C. Beem herein.

Therefore they ask judgment against the defendant stockholders herein for the said sum of $2,92, with interest aforesaid, and for all proper orders and relief.

John F. Millar, Atty for Plaintiff.

8091
Waiver

State of Ohio, Union County, ss.

John F. Millar, being first duly sworn, says he is the Attorney for the said partnership, Godman & Thornhill, and duly authorized in the premises, and that the facts stated and allegations made in their foregoing pleading are within his knowledge and true as he verily believes.

John F. Millar.

Sworn to by the said John F. Millar and by him subscribed in my presence this 11th day of August. 1902. (Seal) John H. Crawford, Notary Public.

8091
Legal Notice

8091
Affidavit

On August, 26th, 1902, the following affidavit was filed:-
Lewis C. Beem — Plaintiff.
Vs; In Court of Common Pleas, Union County, Ohio.
A. G. Jones et. al. — Defendants
State of Ohio, Union County ss.

John F. Millar, Attorney for plaintiff, being first duly sworn

says that service of summons cannot be made in this State on the defendant, A.G. Jones, who is residing at some point unknown to this affiant in the State of Texas; and that the present place of residence and whereabouts of the defendant, Alma K. Hayes is unknown and cannot with reasonable diligence be ascertained; and that the above entitled action is one to enforce the statutory liability of the stockholders of a dissolved corporation the assets of which were not sufficient to pay its creditors in full.

John F. Millar.

Subscribed in my presence and sworn to before me this 26th day of August. A.D. 1902. (Seal) Milton Haines, Deputy Clerk.

8091 Summons

On August, 26th, 1902, the following Summons was issued:-

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

You are hereby commanded to notify C.C. Sharp, that he with others has been sued by L.C. Beem in the Court of Common Pleas of Union County and must answer by the 27th day of Sept. 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 8th day of September, A.D. 1902, Witness my hand and the seal of said Court this 26th day of August, A.D. 1902. (Seal) Chas. C. Sunborwood, Clerk.

Sheriff's Return.

Received this writ Aug. 27th, A.D. 1902, at 10 o'clock A.M. and served same by delivering a true copy thereof with the endorsements thereon to C.C. Sharp personally Aug. 29th, 1902.

Sheriff's Fees: $3.02.

R. S. Kerr, Sheriff, L.C.O.
By E.P. Humphreys, Deputy.

8091 Waiver

On Sept. 9th, 1902 the following Waiver was filed:-

Lewis C. Beem — Plaintiff
vs.
In Court of Common Pleas, Union County, Ohio.
A.G. Jones et. al. — Defendants.

Now comes Stephen D. Evans, one of the defendants herein, and waives the issue and service of summons upon him and hereby voluntarily enters his appearance in the above entitled action.

Stephen D. Evans.

8091 Legal Notice

On Oct. 6th, 1902, the following Legal Notice and Proof was filed:-

Legal Notice.

Arthur G. Jones, who is reported to be somewhere in the State of Texas, but in what part is unknown, and Alma K. Hayes, whose place of residence is unknown, will take notice that on the 17th day of July, 1902, Lewis C. Beem filed his petition in the Common Pleas Court of Union County, Ohio, in a certain action against them and others entitled Lewis C. Beem Vs. A.G. Jones et.al. on behalf of all the creditors of the corporation known as The Varuna Water Company to enforce the statutory liability of the defendants in said action as stockholders of said corporation for the payment of the debts thereof. Said parties are required to answer said petition on or before the second day of October A.D. 1902, or judgment will be taken against them thereon.

Lewis C. Beem.
By his Atty J.F. Millar.

Proof of Publication.

State of Ohio, Union County ss.

I, Geo. H. Worden, publisher of the Richwood Gazette, being duly sworn say that the notice hereto attached was published in the Gazette on the 28th day of August, 1902, and continued therein 6 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Worden,

Sworn to and subscribed before me this 3rd day of Oct. 1902.

Printer's Fees: $11.80. (Seal) J. F. Millar, Notary Public.

8091 Entry

On October, 10 th, 1902, the following Entry was filed:-

Louis C. Benn. — Plaintiff.

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

A. G. Jones et. al. — Defendants.

This Cause coming on for hearing on the petition and the pleadings of The Richwood Deposit Bank, The Liquid Carbonic Acid Gas Co., The Crown Cork and Seal Co., The Edward H. Everett Co., The Henderson Lithographing Co., Godman & Thornhill, Geo. H. Worden, Gill & Crawford, Asbury Cheney Adair, and Jacob L. Horn, creditors of said corporation, The Varuna Water Company, setting forth their respective claims against said corporation; the Court finds that all the defendant stockholders of said corporation have been duly served with summons, except A. G. Jones and Alma K. Hayes, who have been served by publication, and that each and all of said defendants are in default for answer and demurrer to said petition and to said pleadings of the creditors herein before mentioned, and that the facts in said pleadings stated and the allegations therein made are thereby by said defendants confessed to be true, and the Court upon hearing of evidence so finds,

The Court finds that said corporation is insolvent; that it has been dissolved and all its assets applied toward the payment of its debts, as alleged in the petition; and that there yet remains unpaid debts of said corporation as set forth in the pleadings in this action and hereinafter specified, which, together with the costs herein, including a fee of $50.00 to the plaintiff's Attorney, John F. Millar, hereby allowed by Court, amount in the aggregate to the sum of $1040.16.

The Court further finds that each of said defendants hereinafter named was, at the time said several liabilities accrued, a stockholder of said corporation in the amount herein found and set opposite his name in the column of "Stock" in the schedule set out below, and that to pay the liabilities aforesaid, it will require an assessment of $5 50 per each share of ten dollars on the amount of stock held by each and all of the defendant stockholders, who are solvent and within the jurisdiction of the Court, and of the sums hereby found and set opposite their names respectively, in the column of "Judgment" in the following schedule, viz:

Name.	Stock.	Judgment.
Adolph J. Glick and William Glick	$155.00	$85.35
Isaac Miller	$150.00	82.50
Jacob L. Horn	$150.00	82.50
Louis P. Albright	$150.00	82.50
Jacob B. Miller	$150.00	82.50

John H. Wilkins	$150.00	$82.50
Sarah S. Penney	$160.00	82.60
Louis C. Bum	$150.00	82.50
A. G. Jones	$110.00	60.50
C. D. Sidle	$100.00	55.00
John F. Millar	$100.00	55.00
Asbury Chney, as Admr. of Thos. H. Biddle	$100.00	55.00
Geo. H. Worden	$ 80.00	44.00
Nile Ecklebarry	$ 60.00	33.00
William H. Hagers	$ 60.00	33.00
Samuel Berkowitz	$ 50.00	27.50
James E. Robinson	$ 50.00	27.50
John M. Horn	$ 50.00	27.50
C. C. Sharp	$ 50.00	27.50
Emery Hoskins, as Exc. of J. S. Jolliff	$ 50.00	27.50
Burt Cahill	$ 40.00	22.00
William D. Cameron	$ 40.00	22.00
Isaac Hirshimer	$ 20.00	11.00
S. H. Osborne	$ 10.00	5.50
Robert F. Elliott	$ 10.00	5.50
Stephen D. Evans	$ 10.00	5.50
Alma K. Hayes	$ 10.00	5.50
Charles Silliman	$ 10.00	5.50

It is therefore ordered that each of the defendants, stockholders named in the above schedule, pay on or before the first day of November 1902, into the hands of J. F. Millar, who is hereby appointed receiver for the purpose of receiving, collecting and distributing the money to be paid in pursuance of this order, the sum above specified set opposite his name in the judgment column of the schedule, and that in default thereof, execution issue therefor with interest thereon from said date together with the extra costs thereby incurred. The Court further finds that there remains due and unpaid on the capital stock of the defendant, Sarah S. Penney the sum of Twenty Dollars, and upon the capital stock of the defendant C. C. Sharp, the sum of Ten Dollars, for which amounts judgment is hereby rendered against them respectively in addition to the amounts hereinbefore adjudged against them, to which it is ordered they be respectively added, and collected in like manner. The Court also finds that a dividend of $14.06 due the defendant, A. G. Jones from the sale of the assets of said corporation was not claimed by him and was by the Receiver thereof paid over to the Clerk of this Court as required by law, and it is ordered that said dividend together with the further amount of $33.36 due him upon his claim against said corporation, be applied as a credit upon the amount herein found due from him. It is further ordered that out of the money so to be collected the Receiver pay, first, the costs of this case including said Attorney fee, and that he pay the balance of said money to the several parties named below, pro rata, as collected, according to the sums set opposite their names respectively, and to which they are hereby found to be entitled, to-wit:- The plaintiff, Lewis C. Bum, $209.06; The Richwood Deposit Bank, $369.42; The Liquid Carbonic Acid Gas Company, $49.64; The Crown Cork and Seal Company, $12.04; The Edward H. Everett Company $133.32;

The Henderson Lithographing Company, $9.13; A. G. Jones, $23.26; to be applied as aforesaid; Godman & Thornhill $3.12; Geo. H. Hordin, $65.93; Gill & Crawford, $18.00; Asbury Cheney, Admr. $12.35; and Jacob S. Horn, $24.89.

8091 Account of Receiver

On Feb. 28th, 1903, the following Account of Receiver was filed:-

Louis C. Beem — Plaintiff.

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

A. G. Jones et. al. — Defendants.

Now comes John F. Miller, the Reciver heretofor appointed in this action to collect the amounts assessed against the defendant stockholders and to pay the claims of the creditors as found by said Court, and represents to the Court that he has collected all of the assessments against said stockholders that he believes it possible to collect, except that of $55.00 against Asbury Cheney, Administrator of the estate of T. H. Biddle, decd, $12.60 of which has been set off by said Reciver against said administrator's claim of that amount as found by Court herein; that said estate has been duly represented as probably insolvent and that the remainder cannot be collected until the final settlement of said estate, and then probably only in part; and that said Receiver has collected sufficient to pay the costs herein and the claims of all creditors as found by Court, with interest thereon, and has a small surplus, All of which is made more fully to appear in his detailed report of his Receipts and expenditures which follows:-

8091 Entry

Said Reciver charges himself to amounts collected from defendant stockholders as follows:-

From	A. J. Glick and William Glick	$85.25.
"	Isaac Miller	82.50
"	Jacob S. Horn	82.50
"	Louis P. Albright	82.50
"	Jacob B. Miller	82.50
"	John H. Wilkins	82.50
"	Louis C. Beem	82.50
"	A. G. Jones. From Clerk of Courts	14.06
"	C. D. Biddle	55.00
"	John F. Miller	55.00
"	Asbury Cheney, Admr,	12.60
"	Geo. H. Hordin	44.00
"	Dale Eckelberry	33.00
"	William H. Rogers	33.00
"	Samuel Berkowitz	27.50
"	James E. Robinson	27.50
"	John M. Horn	27.50
"	C. C. Sharp	37.50
"	Emery Hoskins, Ex. of J. S. Jolliff.	27.50
"	Burt Cahill	22.00
"	William D. Cameron	22.00
"	Isaac Welshimer	11.00
"	T. H. Osborne	5.50
"	Robert F. Elliott	5.50
"	Stephen D. Evans	5.50
Total amount collected		$1045.91

Said Receiver credits himself with amounts paid to creditors as follows:-

To The Richwood Deposit Bank	Voucher No.	1-2.	$369.56
" Louis C. Beem	"	3	213.24
" The Edward H. Everett Co.	"	4	135.99
" C. C. Penhorwood, Clerk, Court costs	"	5	110.00
" Geo. A. Gordon	"	6	67.15
" The Liquid Carbonic Acid Mfg. Co.	"	7	50.64
" Jacob L. Horn	"	8	25.39
" Gill & Crawford	"	9	18.36
" Asbury Cheney, Admr.	"	10	12.60
" The Crown Cork and Seal Co.	"	11	12.28
" The Henderson Lithographic Co.	"	12	9.31
" Godman & Thornhill	"	13	3.18
	Total amount paid out		$1027.64

Recapitulation.

Total amount collected	$1045.91.
Total amount paid out	$1027.64.
Amount in hands of Receiver	$18.27

8091 Entry

On Feb. 28th, 1903, the following Entry was filed:-

Louis C. Beem — Plaintiff.

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

A. S. Jones et. al. — Defendants.

This cause coming on to be heard this 28th day of February A. D. 1903, upon the application of the receiver, John F. Millar, for leave to file his report, and final account, and for confirmation of the same and his discharge, the Court upon due consideration finds said account to be correct and that the proceedings of said Receiver have been regular and lawful and in compliance with the orders of the Court. The Court further find that he has collected all the money that it is probably possible for him to collect, except whatever dividend may be paid on the balance of $42.40 owing from the estate of T. H. Biddle, deceased, which estate has been declared insolvent by the Probate Court of this County and which amount cannot be collected until the final settlement of said estate; that he has fully paid all the debts owing by said dissolved corporation, The Varuna Water Company, as found by the Court in this proceeding; and that there remains in his hands a balance of Eighteen Dollars and Twenty-seven Cents.

The account of said Receiver is therefore allowed and ordered filed, and the same, together with his report and proceedings herein, is hereby approved and confirmed; and he is allowed as reasonable compensation for his services as such Receiver, therein the balance in his hands of Eighteen Dollars and Twenty-seven Cents together with whatever dividend may be paid on the remainder of the assessment due from the said estate of T. H. Biddle, deceased, which is hereby assigned to him, and he, having now discharged all his duties as said Receiver and paid over all the monies coming into his hands, is accordingly discharged from his said receivership.

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 Hon Duncan Dow, Judge of said Court at the September Term, A. D. 1902.

Be it remembered that heretofore, towit, on Oct. 21st. 1901, the following petition was filed with the Clerk of said Court, towit:-

7998 Petition

John H. Lingrel and Alice Collins — Plaintiffs.
Vs. In the Court of Common Pleas of Union County, Ohio.
Lily Lingrel, N. H. Lingrel, L. M. Lingrel
and Matthew Lingrel — Defendants.

Now comes the plaintiffs John H. Lingrel and Alice Collins and for their petition against the defendants say:- That on or about the month of May, 1887, one Martha Lingrel departed this life intestate seized in fee simple of the following described real estate situated in the said County of Union and State of Ohio, being part of Survey No. 7375 bounded and described as follows:- Commencing at the Northwest corner of said Survey and at a stone in John Grays South line; thence Southwardly along C. F. Haines East line to the center of the Marysville and Kenton Pike; thence Southward along said pike to the crossing of the Marysville and Kenton, and the East Liberty and Essex Pikes; thence Eastwardly along said pike to the Southwest corner of B. D. Evans land; thence Northwardly along B. D. Evans West line to the Northwest corner of B. D. Evans land; thence East along his line to the West line of Johnathan Haines land; thence Northward along said Johnathan Haines West line to the land of John Gray; thence Westward along said John Grays South line to the place of beginning containing 105 acres more or less.

Excepting one fourth of an acre sold to Jasper Woodland, one fourth acre sold to G. W. Davis, one fourth acre sold to Jesse Shertzer, one fourth acre sold to Aaron McNutt, one fourth acre sold to Henry Price, three fourths acre sold to Friends Church, one eighth acre sold to Edward Crouly, one fifth acre sold to J. W. Mahaffey, one fourth acre sold to G. W. Miller, one fourth acre sold to C. W. Baldwin, one fourth acre sold to Triplet, one fourth acre sold to C. Lister, and one acre sold to Harry Page. The above mentioned lots were all deeded by Matthew Lingrel and wife to the several parties named, which deeds appear of record.

The plaintiffs further say, that the said Martha Lingrel left surviving her Matthew Lingrel her husband, who was entitled to dower in said lands and the following named children, who are the only heirs and legal representatives, towit; L. M. Lingrel, N. H. Lingrel, Alice Lingrel, and John H. Lingrel.

The said Alice is now intermarried with a man by the name of Collins, and she still has and holds her interest in said lands.

The plaintiffs say, that since the death of their mother, towit:- on or about the 22nd day of March, 1898, the defendants, L. M. Lingrel and N. H. Lingrel by their deed duly executed, conveyed all their interest and estate in the said premises to the plaintiff John H. Lingrel.

No dower in said lands was ever set off or assigned to the said Matthew Lingrel, and no application was ever made by him for that purpose, and on or about the 22nd day of March, 1898, the said Matthew Lingrel by his deed duly executed conveyed, released, assigned and set over unto the said John H. Lingrel all the right and title which he, the said Matthew Lingrel had, or might have in the said premises either

7998 Precipe

7998 Summons

as the right to have dower assigned or otherwise and the said John H. Lingrel now holds the same. The plaintiffs are the owners of said lands in fee simple and have the right to the immediate possession of the same, The defendant, Lily Lingrel is the second wife of the said Matthew Lingrel, and she is now in possession of said premises and unlawfully keeps the plaintiffs out of the possession of the same, Therefore the plaintiffs pray for judgment against the said defendant, Lily Lingrel for the recovery of possession of said premises and for a writ of possession to put the plaintiffs in possession of the same, and for costs of suit and all such other relief as may be just.

Second Cause of Action:- The plaintiffs say, that subsequent to the death of their mother, towit; on or about the 12th day of March, 1888, the defendant, Matthew Lingrel made out a paper writing purporting to be a deed for the above described lands, and which purported to convey the same from said Martha Lingrel to him, and which paper writing he caused to bear date prior to the death of said Martha Lingrel, towit; of date of Feby, 16th, 1887, which paper writing said Matthew Lingrel caused to be signed by two persons as witnesses and by a magistrate so that on its face it purported to invest the said Matthew Lingrel with the title to said lands, The said paper writing is recorded in Record of deeds Book 62, on Page 25 of the Records of Deeds for the said County of Union, But the plaintiffs say that the said paper writing is not a valid deed, That it never was signed by their mother, the said Martha Lingrel, and she never made any conveyance for said lands, and never received any consideration for the same, That in truth said deed was prepared and her name signed to it long after her death,

The plaintiffs say that the paper writing is a cloud upon the title to said lands that in justice should be removed,

Therefore the plaintiffs pray that the Court will adjudge and decree the said paper writing purporting to be a deed from said Martha Lingrel to the said Matthew Lingrel to be void and of no effect, and that the same may be set aside and held for naught, and for all such other and further relief as the nature of the case and equity may require,

D.E. Thornton & J. L. Cameron, Attys for Plaintiffs.

The State of Ohio, Hardin County ss.

John H. Lingrel and Alice Collins being first duly sworn says that the facts stated in this foregoing petition are as they believe true,

John H. Lingrel, Alice Collins.

Sworn to before me and signed in my presence this 16th day of October, 1901.

(Seal) E. B. Crow Notary Public, Hardin Co. Ohio.

7998 Precipe — Clerk:- Issue summons to the Sheriff of Union County, Ohio for the defendant, Lily Lingrel,

On October, 21st. 1901, the following Summons was issued:-

7998 Summons — The State of Ohio, Union County ss. To the Sheriff of Union County:- You are hereby commanded to notify Lily Lingrel that She has been sued by John H. Lingrel et. al. in the Court of Common Pleas of Union County, and must answer by the 23rd day of November A.D. 1901, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 4th day of Nov A.D. 1901,

Witness my hand and the seal of said Court, this 21st day of Oct. A.D. 1901.
(Seal) Chas. C. Leuhorwood, Clerk.

Sheriff's Return.

Received this writ Oct. 21st, A.D. 1901, at 8 o'clock A.M. and served same by personally handing to Lily Lingrel a true and certified copy of this writ with all the endorsements thereon, Oct. 22, 1901,
Sheriff's Fees: $3,58
S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

7998 Summons

On Nov. 6th, 1901, the following Summons was issued:-
To the Sheriff of Franklin County:- The State of Ohio, Union County, ss.
You are hereby commanded to notify Matthew Lingrel, that he has been sued by John H. Lingrel et.al. in the Court of Common Pleas of Union County, and must answer by 6th day of December, 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 17th day of November, A.D. 1901.
Witness my hand and the seal of said Court, this 6th day of November, A.D. 1901.
(Seal) Chas. C. Leuhorwood, Clerk

Sheriff's Return.

Received this writ Nov. 7th, A.D. 1901, at 3 o'clock P.M. and served same by personally handing to Matthew Lingrel a true and certified copy of this writ with all the endorsements thereon on Nov. 14th, 1901; and also by handing to E. G. Carpenter, in whose custody the said Matthew Lingrel now is, a true and certified copy of this writ with all the endorsements thereon on Nov. 14th, 1901.
Sheriff's Fees: $ 2,05.
Chas. A. Pearce, Sheriff.

7998 Entry

On Nov. 18th, 1901, the following Entry was filed:-
John H. Lingrel et.al.
Vs. Court of Common Pleas, Union County, Ohio.
Lily Lingrel et.al.

It appearing to the Court that Matthew Lingrel, one of the defendants to this suit is manifestly an insane person and that he has no legal Guardian, Robert McCrory is hereby appointed Trustee for said Matthew Lingrel in this suit, to appear and defend the same, Thereupon came said Robert McCrory and accepted said appointment and filed his answer on behalf of said Matthew Lingrel.

7998 Answer of Trustee.

On November 18th, 1901, the following Answer of Trustee was filed.
John H. Lingrel et.al. — Plaintiffs.
Vs. Court of Common Pleas, Union County, Ohio.
Lily Lingrel et.al. — Defendants.

7998 Answer and Cross-Petition

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7498
Answer and Cross-Petition

On January, 6th, 1903, the following Answer and Cross-Petition was filed:-
John H. Lingrel and Alice Collins — Plaintiffs.
vs.
Lily Lingrel, A. H. Lingrel, L. M. Lingrel,
and Matthew Lingrel — Defendants.

Court of Common Pleas, Union County, Ohio.
Separate Answer and Cross-Petition of Lily Lingrel.

First Defense:- The said Lily Lingrel now comes and for her answer and cross-petition herein says:- That she denies that about the month of May, 1887, one Martha Lingrel died seized of the real estate described in the plaintiffs petition.

This defendant denies that by the death of Martha Lingrel, the said lands descended to John H. Lingrel, Alice Collins, A. H. Lingrel, L. M. Lingrel, and denies that Matthew Lingrel at the time and after the death of Martha Lingrel was entitled to dower in said premises. This defendant denies that L. M. Lingrel and A. H. Lingrel conveyed any title to said lands by any pretended deed of conveyance they may have made to the plaintiff John H. Lingrel.

Second Defense:- This defendant says that on or about the 31st day of December, 1889, she was married to the defendant, Matthew Lingrel, which marriage has ever since and now exists, and until the sickness hereinafter stated the defendant Matthew Lingrel and the defendant have lived together on said lands. That at the time of said marriage the deed described in the plaintiffs second cause of action was of record in Deed Records of Union County, Ohio, and the plaintiffs and all the defendants herein, who are the children of Matthew and Martha Lingrel, before said marriage and ever since the same have had full knowledge of the execution and record of said deed of conveyance from Martha Lingrel to Matthew Lingrel, and although of full age none of the said plaintiffs or defendants have ever made any objections to the same until the said Matthew Lingrel became insane and the filing of the petition herein; and this defendant avers the fact to be that when the plaintiff, John H. Lingrel received any pretended deed of conveyance from any of the co-defendants herein, he done so with a full knowledge of the execution and record of the said deed from Martha Lingrel to Matthew Lingrel, and that he could receive no title to the said lands from L. M. and A. H. Lingrel, and if the deed from Matthew Lingrel to said John H. Lingrel was valid, that the said John H. Lingrel received said conveyance subject to all the marital rights of this defendant. This defendant further answering says that the said Matthew Lingrel was the owner in fee of the lands in the petition described for a long series of years, and as this defendant is informed and believes the same to be true he owned and held said lands for a period of about thirty years prior to his conveyance of the same to his then wife Martha Lingrel. When the said Matthew Lingrel became involved by way of security on an indebtedness of some kind for a large sum of money. That on or about the 10th day of March, 1869, the said Matthew Lingrel to save himself harmless from said security or indebtedness, conveyed said lands to the said Martha Lingrel by a trustee. That the conveyance to the said Martha Lingrel was without any consideration whatever and made solely to avoid the aforesaid security or indebtedness, and that afterwards, to-wit, on the 16th day of February, 1887, the said Martha Lingrel reconveyed said lands

back again to the said Matthew Snigrel her husband. This defendant says that two children have been born of her marriage with the said Matthew Snigrel, one of which still survives. That this defendant is thirty-five years of age and has no other means of support except the proceeds of the lands described in the plaintiffs petition, held, owned, possessed and used by the said Matthew Snigrel and this defendant ever since their said marriage. This defendant says that the claim made by the plaintiffs in their petition is barred by the Statute of limitations.

Third Defense:- This defendant by way of cross-petition herein says that the said Matthew Snigrel has for a long period of time been of feeble health in body and mind, until recently he was by reason of his insanity taken to the Asylum for the Insane in the City of Columbus, Ohio. That at the time of the pretended conveyance from Matthew Snigrel to his son John H. Snigrel, towit, on or about the 22nd day of March, 1898, the said Matthew Snigrel was wholly unable to comprehend or know the nature or effect of a deed of conveyance, and while he was in this feeble condition of mind and wholly unable to understand or comprehend the nature and effect of a deed of conveyance, the said John H. Snigrel by fraud, deceit, by over persuasion, false and fraudulent misrepresentations to and with the said Matthew Snigrel, and without any consideration therefor induced and procured the said Matthew Snigrel to execute the deed to John H. Snigrel described in plaintiffs second cause of action. 7998 Entry

This defendant says that the child born of her marriage with the said Matthew Snigrel is now of the tender age of four years and supported by this defendant, and that the conveyance from Matthew Snigrel to John H. Snigrel, is a fraud on the rights of said child and this defendant in said lands. Therefor this defendant prays that the deed from Matthew Snigrel to John H. Snigrel be set aside and held for naught, and that said Matthew Snigrel be decreed to hold the title in fee to the lands described in the plaintiff's petition, and that this defendant be decreed to have the use and proceeds and possession of said lands during the life or insanity of the said Matthew Snigrel, and that this defendant may be granted all such other and further relief as the nature of the case and equity may require by reason of the premises.

S.A. Smith & D.H. Ayers.
Attorneys for Lily Snigrel.

State of Ohio, Union County ss.

Lily Snigrel being first duly sworn says the facts stated and allegations contained in her foregoing answer and cross-petition are as she believes true. 7998 Amended Answer and Cross-petitions

Lilly Snigrel.

Sworn to before me and signed in my presence by the said Lilly Snigrel this 3rd day of January, 1902.

(Seal) H.M. Titsworth, Notary Public.

7998 Motion

On January, 11th, 1902 the following Motion was filed:-

John H. Snigrel et. al. — Plaintiffs.
vs.
Lilly Snigrel et. al. — Defendants.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiffs and move the Court here for an order striking out from the answer of said Lilly Snigrel, the words and figures

following towit:- "That said Matthew Snigrel was the owner in fee of the lands in the petition described for a long series of years and as this defendant is informed and believes the same to be true, he owned and held said lands for a period of about thirty years prior to his conveyance of the same to his then wife Martha Snigrel, when the said Matthew Snigrel became involved by way of security or indebtedness of some kind for a large sum of money; that on or about the 16th day of March, 1869, the said Matthew Snigrel to save himself harmless from said security or indebtedness conveyed said lands to the said Martha Snigrel by Trustee, that the conveyance to the said Martha Snigrel was without any consideration whatever and made solely to avoid the aforesaid security or indebtedness, and that afterwards, towit:-"

The said plaintiffs move the Court for an order requiring the said Silly Snigrel to make her said answer more definite and certain in this, towit:- That she be required to set forth and state the facts upon which she bases her allegation that said John H. Snigrel procured his deed from said Matthew Snigrel by fraud and fraudulent misrepresentations, That she be required to state what false misrepresentations she claims to have been made, and the facts constituting the fraud charged.

D. E. Thornton and J. L. Cameron,
Attorneys for Plaintiff.

7998 Entry

On Jan. 16th, 1902, the following Entry was filed:-

John H. Snigrel et. al.
Vs.
Lily Snigrel et. al.

Court Common Pleas, Union County, Ohio.
Jan. 16th, 1902.

This day this cause came on to be heard upon the motion of plaintiffs to strike out certain parts of defendants answer and cross-petition filed herein, and to make the same more definite and certain; and was argued by counsel and submitted to the Court; Whereupon the Court overrules said motion as to striking out certain parts of defendants answer and cross-petition; but sustains said motion as to making said answer and cross-petition more definite and certain.

And on motion the Court grants leave for defendant to file amended answer and cross-petition by January, 18th, 1902.

7998 Amended Answer and Cross-petitions

On January, 20th, 1902, the following Amended Answer & Cross-petition was filed:-

John H. Snigrel and Alice Collins — Plaintiffs
Vs.
Lily Snigrel, N. H. Snigrel, S. M. Snigrel and Matthew Snigrel — Defendants.

Court of Common Pleas, Union County, Ohio.
Separate Answer and Cross-Petition of Lily Snigrel.

First Defense:- The said Lily Snigrel now comes and for her answer and cross-petition herein says:- That she denies that about the month of May 1887, one Martha Snigrel died seized of the real estate described in the plaintiffs petition; this defendant denies that by the death of said Martha Snigrel the said lands descended to John H. Snigrel, Alice Collins, N. H. Snigrel and S. M. Snigrel; and denies that Matthew at the time and after the death of Martha Snigrel was entitled to dower in said premises This defendant denies that S. M. Snigrel and N. H. Snigrel conveyed any title to said lands by any pretended deed of conveyance, they may have

made to the plaintiff, John H. Lingrel.

Second Defense:- This defendant says that on or about the 31st day of December 1889, she was married to the defendant, Matthew Lingrel, which marriage has ever since and now exists, and until the sickness hereinafter stated, the defendant, Matthew Lingrel and this defendant have lived together on said lands, that at the time of said marriage, the deed described in the plaintiff's second cause of action was of record in Record of Deeds of Union County, Ohio, and the plaintiff and all the defendants herein who are the children of Matthew and Martha Lingrel, before said marriage and ever since the same, had full knowledge of the execution and record of said deed of conveyance from Martha Lingrel to Matthew Lingrel, and although of full age none of the said plaintiffs or defendants have ever made any objections to the same until the said Matthew Lingrel became insane and the filing of the petition herein.

And this defendant avers the fact to be, that when the plaintiff, John H. Lingrel received any pretended deed of conveyance from any of the Co-defendants herein, he done so with a full knowledge of the execution and record of said deed from Martha Lingrel to Matthew Lingrel, and that he could receive no title to the said lands from L. H. Lingrel and N. H. Lingrel; and if the deed from Matthew Lingrel to said John H. Lingrel, was valid; that the said John H. Lingrel received said conveyance subject to all the marital rights of this defendant.

This defendant further says, that the said Matthew Lingrel was the owner in fee of the lands in the petition described for a long series of years, and as this defendant is informed and believes the same to be true, he owned and held said lands for a period of about thirty years prior to his conveyance of the same to his then wife, Martha Lingrel, when the said Matthew Lingrel became involved by way of security on an indebtedness of some friend for a large sum of money. That on or about the 10th day of March, 1869, the said Matthew Lingrel to save himself harmless from said security or indebtedness conveyed said lands to the said Martha Lingrel by a trustee; that the conveyance to the said Martha Lingrel was without any consideration whatever and made solely to avoid the aforesaid security or indebtedness and that afterwards, towit:- on the 16th day of February, 1887, the said Martha Lingrel reconveyed said lands back again to the said Matthew Lingrel her husband. This defendant says that two children have been born of her marriage with the said Matthew Lingrel, one of which still survives.

7998
Supplemental Petition

That this defendant is thirty-four years of age and has no other means of support, except the proceeds of the lands described in the plaintiff's petition, held, owned, possessed and used by the said Matthew Lingrel and this defendant ever since their marriage. This defendant says that the claims made by the plaintiffs in their petition is barred by the Statute of limitations.

Third Defense:-

This defendant by way of Cross-Petition herein says:-

That the said Matthew Lingrel has for a long period of time been of feeble health in body and mind until recently he was by reason of his insanity taken to the Asylum for the Insane in the City of Columbus, Ohio.

That at the time of the pretended conveyance from Matthew Lingrel to his son, John H. Lingrel, towit: on or about the 13th day of March, 1898, the said Matthew Lingrel was wholly unable to comprehend or know the nature or effect of a deed of conveyance, and while he

was in this feeble condition of mind and wholly unable to understand or comprehend the nature and effect of a deed of conveyance, the said John H. Lingrel, without any consideration therefor, induced and procured the said Matthew Lingrel to execute the deed to John H. Lingrel, described in the plaintiffs second cause of action. This defendant says that the child born of her marriage with the said Matthew Lingrel is now of the tender age of four years, and supported by this defendant, and that the conveyance from Matthew Lingrel to John H. Lingrel is a fraud on the rights of said child and this defendant in said lands.

Wherefore this defendant prays that the deed from Matthew Lingrel to John H. Lingrel be set aside and held for naught and that said Matthew Lingrel be decreed to hold the title in fee to the lands described in the plaintiffs petition; and that this defendant be decreed to have the use, proceeds and possession of said lands during the life or insanity of the said Matthew Lingrel, and that this defendant may be granted all such other and further relief as the nature of the case and equity may require, by reason of the premises.

D. A. Smith and D. W. Ayers, Attys for Lily Lingrel.

State of Ohio, Union County ss,

Lily Lingrel being first duly sworn says the facts stated and allegations made in her foregoing answer and Cross-Petition are as she believes true.

Lillia Lingrel.

Sworn to before me and signed in my presence by the said Lilly Lingrel this 18th day of January, 1902.

(Seal) H. M. Tuteworth, Notary Public.

7998
Supplemental Petition

On February 17th, 1902, the following Supplemental Petition was filed:-

John H. Lingrel et. al -- Plaintiffs
vs.
Lilly Lingrell et. al -- Defendants

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiffs and by leave of the Court make this their supplemental petition and say:- That since this action was commenced the said Matthew Lingrel one of the defendants herein, died intestate leaving the said Lilly Lingrel, his widow and the said John H. Lingrel, Alice Collins, N. H. Lingrel, L. M. Lingrel and Chrystal Lingrel, his only heirs and legal representatives. All the above named parties are parties to this suit except the said Chrystal Lingrel, who is a daughter of said Matthew Lingrel by his present wife Lilly Lingrel.

The plaintiffs say that the object of filing this Supplemental Petition is to bring in the said Chrystal Lingrel and make her defendant hereto so that her claim to said lands, if any may be determined by the Court and the title to said lands quieted. The plaintiffs aver there was no estate in said lands in the said Matthew Lingrel at the time of his death and no estate in said lands descended to the said Chrystal Lingrel by reason of the facts stated in the petition.

Wherefore the plaintiffs pray as they have already prayed in their petition.

D. E. Thornton and J. L. Cameron.
Attorneys for Plaintiffs.

State of Ohio, Union County, ss.

John H. Lingrel, being duly sworn says that he is one of the plaintiffs herein, and that he believes the allegations in the foregoing supplemental petition to be true.

John H. Lingrel.

Sworn to before me and signed in my presence this 17th day of February, 1902.

Chas. E. Tenborwood, Clerk

7998 Summons

On February 17th, 1902, the following Summons was issued:-
The State of Ohio, Union County ss — To the Sheriff of Union County:-
You are hereby commanded to notify Chrystal Lingrel, a minor under 14 years of age that she has been sued by John H. Lingrel et. al. in the Court of Common Pleas of Union County and must answer by the 22nd day of March, 1902, 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 3rd day of March, A. D. 1902,
Witness my hand and the seal of said Court this 17th day of February, A.D. 1902. (Seal) Chas. E. Culbertwood, Clerk.

Sheriff's Return.

Received this writ on Feb. 18th, A.D. 1902, at 9 o'clock A.M. and on February, 26th, A.D. 1902, I served the same by personally handing to Chrystal Lingrel, a minor under 14 years of age; and to Lilly Lingrel, mother of Chrystal Lingrel, with whom she resides, true and certified copies of this writ with all the endorsements thereon.
Sheriff's Fee: $4.15
S. F. Burnham, Sheriff.
By Allen Hamlin, Deputy.

7998 Reply

On March, 6th, 1902, the following Reply was filed:-
John H. Lingrel et. al. — Plaintiffs.
vs.
Lilly Lingrel et. al. — Defendants.
Court of Common Pleas, Union County, Ohio.

For reply to the amended answer of the defendant, Lilly Lingrel the said plaintiffs say:- They admit the marriage of the defendant and Matthew Lingrel, and that the deed mentioned in the petition was on record at the time of said marriage, and admit that Matthew Lingrel at one time owned the lands mentioned in the petition, and that in the year 1869, he conveyed it to the said Martha Lingrel, and that a child has been born to the defendant since her marriage with said Matthew Lingrel, which is still alive, and about four years old; they also admit that the said Matthew Lingrel at the time of filing said answer was in the Asylum for the Insane at Columbus, and that the defendant supports her child.
But the plaintiffs deny each and every other allegation and averment in the said answer contained.
Wherefore the plaintiffs pray as they have already prayed in their petition.
J. L. Cameron and D. E. Thornton, Attys for Plff.

The State of Ohio, Union County ss.

J. L. Cameron, being first duly sworn says that the plaintiffs are both now absent from the said County of Union; that affiant is one of the Attorneys for the plaintiffs duly authorized in the premises, and that the facts stated in the foregoing reply are as affiant believes true.
J. L. Cameron.
Sworn to before me and signed in my presence this 6th day of March 1902. (Seal) Chas. E. Culbertwood, Clerk.

7998 Waiver

On March, 8th, 1902 the following Waiver was filed:-
Now comes the defendants, N. H. Lingrel and L. M. Lingrel, and waive the issuing and service of summons upon them, and enter their appearance herein, this 6th day of March, 1902.
L. M. Lingrel.
N. H. Lingrel.

7998 Entry

7998 Answer

7998 Entry

7998
Entry

On March 26th, 1902, the following Entry was filed:-

John H. Lingrel et. al.

Vs.

Lilly Lingrel et. al.

Court of Common Pleas, Union County, Ohio.
Mar. 26th, 1902.

It appearing to the Court that the defendant Chrystal Lingrel is a minor under the age of fourteen years, and has been duly served with summons herein, on motion of the plaintiffs, J. H. Kinkade is hereby appointed Guardian for the suit for said minor, and appears and accepts such appointment, and files his answer herein on behalf of said ward.

7998
Answer

On March, 26th, 1902, the following Answer was filed:-

John H. Lingrel et. al. Plaintiffs.

Vs.

Lilly Lingrel et. al. Defendants

Court of Common Pleas, Union County, Ohio.

Now comes the defendant Chrystal Lingrel by J. H. Kinkade her Guardian ad litem and for answer to the petition and supplemental petition says: that said Chrystal Lingrel denies each and every allegation in the said petition and supplemental petition contained and says that she is an infant of under years and asks the protection of the Court.

J. H. Kinkade, Guardian ad Litem for Chrystal Lingrel.

7998
Entry

On Sept. 22nd, 1902, the following Entry was filed:-

John H. Lingrel and Alice Collins,

Vs.

Lilly Lingrel et. al.

Court of Common Pleas, Union County, Ohio.
Sept. 22nd, 1902.

This day came the parties and their Attorneys, and waived a jury and submitted this cause to the Court upon the pleadings and evidence, On consideration whereof the Court being fully advised in the premises, finds that the deed bearing date on the 16th day of February, 1887, recorded in Book 62 on page 25, was never acknowledged by the said Martha Lingrel. That the facts stated in the plaintiffs petition are true and that the plaintiffs are entitled to the relief by them demanded.

It is therefore considered, ordered, and adjudged by the Court that the pretended deed bearing the date February, 16th, 1887, recorded in Vol. 62, on page 25 of the records of deeds for Union County, be and the same is hereby set aside and held for naught.

And the Court finds that at the time this action was commenced the plaintiffs had and still have a legal estate in, and were and still are entitled to the immediate possession of the real property described in the petition, and that the defendant, Lilly Lingrel has unlawfully kept plaintiffs out of possession as in the said petition alleged.

It is therefore considered, adjudged and decreed by the Court that the plaintiffs recover from the said Lilly Lingrel possession of said real property, and that plaintiffs pay the costs of this action, Execution is awarded against the said Lilly Lingrel in favor of the plaintiffs for the possession of said premises, and execution is awarded against plaintiffs for costs.

The defendant, Lilly Lingrel excepted to the ruling and judgment of the Court against her and also gave notice of her intention to appeal this cause to the Circuit Court and the Court fix the bond for appeal at $100.

Attest:-

Chas. C. Fenhorwood, Clerk

Pleas continued and held at the Court House in Marysville, in 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 on the 30th day of September, 1902, the following petition was filed with the Clerk of said Court, towit:-

8120 Petition

May Poling — Plaintiff.

vs. Common Pleas Court. Union County. Ohio.

Herbert Poling — Defendant.

1st:- The plaintiff complains of the defendant, and alleges that for more than one year preceding the time of filing this petition she has been a resident of Union County in this State.

2nd:- That on the 30th day of April, 1901, at Marysville, in the State of Ohio, she was married to the defendant, and has ever since conducted herself toward said defendant as a faithful, chaste and obedient wife.

3rd:- The plaintiff further represents that on or about the 26th day of November, and continuously ever since that time to August 9th, 1902, the defendant regardless of his duties as a husband was guilty of extreme cruelty toward the plaintiff without any cause or provocation on her part. The defendant would abuse plaintiff by cursing her, and would use such vile language to her that she would be compelled to go from his sight to prevent hearing his cursing and swearing at her. The defendant would force plaintiff to have intercourse with him often when she was unable to do so, but was compelled through fear to do so. And at one time after having been forced to have intercourse with him, was so weak, because of sickness that she fainted, and the defendant refused to do any thing for her. The defendant threatened to shoot plaintiff several times, and carried a revolver all the time often carrying it in his hand in the house saying that he expected to use it on her, and the plaintiff was compelled to go to the home of her mother through fear of being hurt by the defendant. The plaintiff also alleges that she tried in every possible way to make it pleasant for the defendant at all times but notwithstanding that he would accuse her of being untrue to him without any reason whatever. The plaintiff therefore prays that she may be divorced from the said defendant and be restored to her maiden name of May Spurling, and that she may have such other relief as equity may require.

May Poling.

F. A. Thompson, Atty for Plaintiff.

8120 Precipe.

To Clerk:- Issue summons against Herbert Poling, defendant herein, directed to Sheriff of Union County, Ohio, returnable according to law.

F. A. Thompson, Atty for Plaintiff.

8120 Summons

On Sept. 30th, 1903, 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 Herbert Poling that May Poling has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with extreme cruelty, and 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 running and six weeks from and after the service of this writ.

You will make due return of this summons, on the 13th day of October, A.D. 1902, Witness my hand and the seal of said Court at Marysville, this 30th day of September, A.D. 1902.

(Seal) Chas. C. Fulhorwood, Clerk

Sheriff's Return.

Received 1 o'clock P.M. on the 30th day of Sept. A.D. 1902, and on the 2nd day of October, 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.

Sheriff's Fees- $1.66

S. F. Burnham, Sheriff.

8120 Entry

On Feb. 16th, 1903, the following Entry was filed:-

May Poling — Plaintiff.

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

Herbert Poling — Defendant.

Now came the plaintiff herein, and the defendant appearing by his counsel, E. H. Porter, and asked leave to withdraw the answer of the defendant and the same was withdrawn, and the cause having been submitted to the Court on the petition of plaintiff and the evidence, the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio and of Union County for one year next preceding the same, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said May Poling and Herbert Poling be, and the same hereby is, dissolved, and both parties are released from all obligations of the same; that the plaintiff settle all bills for goods purchased by her after the date of separation from defendant, and plaintiff release any and all claims for alimony against defendant, and that plaintiff herein pay the costs of this action.

Attest:-

Chas. C. Fulhorwood, Clerk

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

Be it remembered that heretofore, towit, on March, 12th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8050 Petition

William A. Phelps — Plaintiff.

vs. Common Pleas Court, Union County, Ohio.

Keziah R. Moffett, Derastus Phelps, Spencer Phelps, Dorothy Rickman, Sarah J. Cahill, Frank Laillen, Loren Laillen, and Margaret Phelps, widow — Defendants.

Plaintiff has a legal right to and is seized in fee simple, as son and one of the heirs at law of Theadore Phelps, deceased, of the undivided seventh part of the following real estate, situated in this County, towit:- "Situated in the Village of Richwood, County of Union, State of Ohio, and bounded as follows: Beginning in the center of the Richwood and Essex Gravel road and at the North East corner of a lot heretofore conveyed to John Landon by William Phelps; thence with the center of said road N. 4° 15' E. 14.84 poles to the S.E. corner of lands formerly conveyed by John Graham; thence S. 73° 15' W. 40.32 poles to a stone in the East line of the Atlantic & Great Western Railway Company (now the N. Y. P. & O. Railway Co.) land; thence with said East line S. 13° 15' E. 14.16 poles to the beginning, containing three acres and one hundred and thirty-six rods of land. — Excepted therefrom a tract of land out of the South East corner of said described real estate, fifty feet front by two hundred and ten feet deep, which comprises almost an oblong square, recently conveyed by the said Theadore Phelps to George B. Handley, The defendant, Margaret Phelps, as widow of the said Theadore Phelps is entitled to dower in said premises, The defendants, Keziah Moffett, Derastus Phelps, Spencer Phelps, Dorothy Rickman, Sarah J. Cahill, Frank Laillen, and Loren Laillen, are tenants in common with plaintiff in said premises, subject to said dower, in the following proportions: one seventh belongs to Keziah R. Moffett, a daughter of Theadore Phelps, deceased, residing at Richwood, Ohio.

One seventh belongs to Derastus Phelps, a son of Theodore Phelps, deceased, and he resides at Gamsfield, Logan County, Ohio,

One seventh belongs to Spencer Phelps, a son of Theodore Phelps, who resides in Union County, Ohio.

One seventh belongs to Dorothy Rickman, a daughter of Theadore Phelps, who intermarried Marion Rickman, and resides in Union County, Ohio.

One seventh belongs to Sarah J. Cahill, who is a daughter of Theadore Phelps and intermarried with one Austin Cahill, and resides in Union County, Ohio.

One fourteenth, each, belongs to Frank Laillen and Loren Laillen, residing at Syracuse, Meigs County, Ohio, who are the only heirs at law of one Hester Ellen Laillen, deceased, a daughter of Theadore Phelps, who intermarried with one Uriah Laillen and died intestate, her said heirs are of age.

Plaintiff desires to have his interest set off to him in severalty, and prays that the dower of said Margaret Phelps may be assigned to her, and that subject thereto partition may be made, or, if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

H. V. Speck, Atty for Plaintiff.

State of Ohio, County of Union ss.

William A. Phelps, plaintiff, being sworn says that he believes the

Precipe 8050 Summons

8050 Summons

8050 Summons

facts stated in the above and foregoing pleading to be true.
William A. Phelps.
Sworn to before me and signed in my presence this the 11th day of March, A.D. 1903.
(Seal) Henry W. Speer, Notary Public.

Precipe 8050 — The Clerk will issue summons to the Sheriff of Union County, Ohio, for the defendants, Keziah R. Moffett, Spencer Phelps, Dorothy Rickman, Sarah J. Cahill and Margaret Phelps. And issue summons to the Sheriff of Logan County, Ohio, for Derastus Phelps. And issue summons to the Sheriff of Meigs County, Ohio, for Frank Quillen and Sorna Quillen. Endorse on each "Civil Action for Partition." H. W. Speer, Atty for Plaintiff.

8050 Summons — The State of Ohio, Union County ss. — To the Sheriff of the County of Meigs, Greeting:- We command you to notify Frank Quillen and Sorna Quillen that they have been sued by William A. Phelps in the Court of Common Pleas of Union County, Ohio, and that unless they answer by the 12th day of April, A.D. 1902, the petition of said William A. Phelps, against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly.
You will make due return of this summons on the 24th day of March, A.D. 1902,
Witness my hand and the seal of said Court, this 12th day of March, A.D. 1903,
Chas. C. Funhorwood, Clerk.
By Minnie Funhorwood, Deputy.

Sheriff's Return.
Received this writ March 13th, A.D. 1902, at 6 o'clock P.M. and pursuant to its command on the 19th day of March, A.D. 1902, I served the same by leaving a true copy hereof with all endorsements thereon at the usual place of residence of each of the within named Frank Quillen and Sorna Quillen.
Sheriff's Fees: $2.68
H. W. Hillock, Sheriff.
By J. A. Hillock, Deputy.

8050 Summons — The State of Ohio, Union County ss. — To the Sheriff of the County of Union, Greeting:- We command you to notify Keziah R. Moffett, Spencer Phelps, Dorothy Rickman and Sarah J. Cahill that they have been sued by William A. Phelps in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of April, A.D. 1902, the petition of said William A. Phelps against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 17th day of March, A.D. 1902, Witness my hand and the seal of said Court this 17th day of March, A.D. 1902.
(Seal) Chas C Funhorwood, Clerk
By Minnie Funhorwood, Deputy.

Sheriff's Return.
Received this writ March 13th, A.D. 1902, at 9 o'clock, A.M, and pursuant to its command on the 15th 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.
Sheriff's Fees: $4.73
S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8050 Summons — The State of Ohio, Union County ss — To the Sheriff of the County of Logan, Greeting:- We command you to notify Derastus Phelps that he has been sued by William A. Phelps in the Court of Common Pleas of Union County, and that unless he answers by the 5th day of April A.D. 1902, the petition of the said William A. Phelps against him filed in the Clerk's office of said Court

such petition will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 17th day of March, A.D. 1903,
Witness my hand and the seal of said Court, this 13th day of March. A.D. 1903,
(Seal) Chas E Funhorwood, Clerk
By Minnie Funhorwood, Deputy,

Sheriff's Return,
Received this writ March, 15th, A.D. 1903, at 10 o'clock A.M. and pursuant to its command, on the 15th day of March, A.D. 1903, I served the same by handing a true and certified copy of this writ to Deraetus Phelps personally.
Sheriffs Fees: $1.58
R.S. Kerr, Sheriff L.C.O.
By E.P. Humphreys, Deputy.

8050 Summons
The State of Ohio, Union County ss. — To the Sheriff of the County of Union, Greeting:-
He command you to notify Margaret Phelps that she has been sued by William A. Phelps in the Court of Common Pleas of Union County, and that unless she answers by the 7th day of June, A.D. 1903, the petition of the said William A. Phelps against her filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly,
You will make due return of this summons on the 19th day of May, A.D. 1903,
Witness my hand and the seal of said Court, this 9th day of May, A.D. 1903,
(Seal) Chas E Funhorwood, Clerk.
By Minnie Funhorwood, Deputy,

Sheriff's Return,
Received this writ May 9th, A.D. 1903, at 10 o'clock P.M. and pursuant to its command on the 10th day of May, A.D. 1903, I served the same by leaving at the usual place of residence of Margaret Phelps a true and certified copy of this writ with all the endorsements thereon,
S.F. Burnham, Sheriff.
(Seal) By Allen Haines, Deputy,

8050 Answer
On March, 20th, 1903, the following Answer was filed:-
William A. Phelps — Plaintiff.
vs.
Court of Common Pleas, Union County, Ohio,
Keziah R. Moffitt et. al. — Defendants.
Now comes said defendant, Dorothy Rickman, and says that she is tenant in common with plaintiff, and is the owner of the undivided one seventh of said property in fee, and concurs in the prayer of petition for partition.
A. V. Spicer, Atty for Dorothy Rickman
State of Ohio, Union County ss,
Dorothy Rickman, being duly sworn says that the facts and allegations made in the foregoing pleading are true as she verily believes.
Dorothy Rickman.
Sworn to and subscribed before me this the 17th day of March, 1903,
(Seal) A.V. Spicer, Notary Public.

8050 Answer
On March. 20th, 1903, the following Answer was filed:-
William A. Phelps — Plaintiff.
vs.
Court of Common Pleas Union County, Ohio.
Keziah R. Moffett et al.— Defendants,
The defendant, Deraetus Phelps, says that he admits

8050 Answer
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8050 Entry

that he is tenant in common with plaintiff, and is the owner of the undivided one-seventh part of said property in fee, and concurs in the prayer of the petition for partition,
H. V. Spicer, Atty for Drastus Phelps.

State of Ohio, Logan County ss.
Drastus Phelps, being duly sworn says that the statements and allegations made in the foregoing pleading are true as he verily believes,
Drastus Phelps.
Subscribed to and sworn before me this the 18th day of March, 1903,
Charles A. Polk, Justice of the Peace.

8050 Answer

On March, 20th, 1903, the following Answer was filed:-
William A. Phelps — Plaintiff.
vs.
Keziah R. Moffett et al. — Defendants.
Court of Common Pleas, Union County, Ohio.

Now comes Margaret Phelps, one of the defendants in the above entitled action and says, that she is the widow of the deceased, Theadon Phelps, and as such is entitled to dower in the premises as set forth in the plaintiffs petition, that her age is eighty-six years, and that she admits each and all the allegations and facts contained in the plaintiffs said petition, and concurs in the prayer thereof, and that she be not assigned her dower by metes and bounds, and that she be given from the proceeds of the sale of said dower, as the Court deems just and equitable in the case, and that the said premises may be sold free of her said dower,
H. V. Spicer Atty for Margaret Phelps.

State of Ohio, County of Union ss.
Margaret Phelps being duly sworn says that the facts and allegations contained in the foregoing pleading are true as she verily believes,
Margaret Phelps.
Subscribed to and sworn before me this the 17th day of March, 1903,
(Seal) H. V. Spicer, Notary Public.

8050 Answer

On March, 20th, 1902, the following Answer was filed:-
William A. Phelps — Plaintiff.
vs.
Keziah R. Moffett et al. — Defendants.
Court of Common Pleas, Union County, Ohio.

Defendant, Spencer Phelps, says that he is tenant in common with plaintiff and is the owner of the undivided one seventh part of said property in fee, and concurs in the prayer of the petition for partition.
H. V. Spicer, Atty.

State of Ohio, Union County ss.
Spencer Phelps, being duly sworn says that the statements and allegations made in the foregoing pleading are true as he verily believes,
Spencer Phelps.
Subscribed to and sworn before me this the 18th day of March, 1903,
(Seal) H. V. Spicer, Notary Public.

8050 Entry

On June, 9th, 1902, the following Entry was filed:-
William A. Phelps — Plaintiff.
vs.
Keziah R. Moffett et al. — Defendants.
Court of Common Pleas, Union Co. O.

This cause coming on to be heard on the petition and answers of Derastus J. Phelps, Spencer Phelps, Dorothy Bickman, and Margaret Phelps, widow, and the evidence, the Court find that the defendants, Keziah R. Moffitt, Sarah J. Cahill, Frank Quillen and Loren Quillen had legal notice of the pendency and prayer of the petition, and are in default for answer or demurrer, and that the petition is thereby confessed by them to be true, The Court find that Margaret Phelps, widow is entitled to dower in premises in the petition described, and that subject thereto the plaintiff is seized of and has a legal right to the undivided one seventh part of said premises, and is entitled to hold the same in severalty; that the defendants are tenants in common with him in the following proportions, subject to said dower, towit:- that Derastus J. Phelps is seized of and has a legal right to the undivided one seventh part; that Spencer Phelps is seized of and has a legal right to the undivided one seventh part; that Dorothy Bickman is seized of and has a legal right to the undivided one seventh part; that Sarah J. Cahill is seized of and has a legal right to the undivided one seventh part; that Keziah R. Moffett is seized of and has a legal right to the undivided one seventh part; that Frank Quillen is seized of and has a legal right to the undivided one fourteenth part; that Loren Quillen is seized of and has a legal right to the undivided one fourteenth part. It is therefore ordered, adjudged and decreed that said Margaret Phelps be endowed of one full equal third part of said premises and that subject thereto partition of said estate be made in the proportions above described, and that an order issue to the Sheriff of this County commanding him that by the oaths of David H. Kyle, Morris H. Hill, and C. H. Huffman, three judicious, disinterested freeholders of the vicinity, who are hereby appointed Commissioners for that purpose, he set off to said Margaret Phelps her dower, and to the plaintiff and defendants, co-tenants their proportions of said estate in severalty. If said Commissioners find said premises cannot be divided without manifest injury to the value thereof, it is ordered they appraise the same both subject to and free from the dower of said Margaret Phelps, And of his proceeding make due return.

8050 Writ of Partition and Dower.

On June 10th, 1902, the following Writ of Partition was issued:-
The State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
We command you that without delay by the oaths of David H. Kyle, Morris H. Hill and C. H. Huffman, you cause to be set off and assigned to Margaret Phelps widow of Theodore Phelps, late of said County, deceased one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men you cause partition to be made of the following real estate, situate in the Village of Richwood County of Union, State of Ohio, and bounded and described as follows:- Beginning in the center of the Richwood and Essex Gravel road and at the Northeast corner of a lot heretofore conveyed to John Landon by William Phelps; thence with the center of said road N. 4° 15' E. 14.84 poles to the S.E. corner of lands formerly conveyed by John Graham; thence S. 73° 15' W. 40.32 poles to a stone in the East line of the Atlantic and Great Western Railway Company (now the N.Y.P. and O. Railway Co.) land; thence with the said East line S. 13° 15' E. 14.16 poles to the beginning, containing three acres and One hundred and thirty-six rods of land; excepted therefrom a tract of land out of

8050 Entry

the Southeast corner of said discribed realestate, fifty feet front by two hundred and ten feet deep, which comprises almost an oblong square recently conveyed by the said Thaddeus Phelps to George Handley," subject to said dowress estate among the persons herein named, and in the following proportions, towit:

To William A. Phelps one seventh part.
To Darastus Phelps one seventh part.
To Spencer Phelps one seventh part.
To Dorothy Rickman one seventh part.
To Sarah J. Cahill one seventh part.
To Keziah R. Moffett one seventh part.
To Frank Sullen one fourteenth part.
To Lorin Sullen one fourteenth part.

And if in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same both subject to and free from the dower of the said Margaret Phelps 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 William A. Phelps, plaintiff and Keziah R. Moffett et. al, are defendants, and that your proceedings in the premises you distinctly certify, under your seal, to our said Court forthwith.

Witness my name, and the seal of the Court of Common Pleas at the Court House in Marysville, this 10th day of June, A.D. 1903, (Seal) Chas. E. Funhorwood, Clerk

Sheriff's Return.

As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of David H. Kyle, Morris R. Hill and C. H. Huffman, 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 10 th day of June, A.D. 1903,

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

Sheriff's Fees: $5.96,
D. H. Kyle $1.00
M. R. Hill $1.00
C. H. Huffman $1.00

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 duly sworn, and upon actual view of the premises, we are of opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same, subject to the said dower estate at One Thousand ($1000) Dollars; and free from said dower at Fifteen Hundred ($1500.) Dollars.

Given under our hands this 10th day of June, A.D. 1903,

David H. Kyle.
Morris R. Hill.
C. H. Huffman.
} Commissioners.

5050 Entry

On June 10th, 1903, the following Entry was filed:-

William A. Phelps — Plaintiff
vs.
Keziah R. Moffett et. al. — Defendants.

Court of Common Pleas, Union County, Ohio.

This cause coming on to be heard on the return of the Sheriff and the report of the Commissioners heretofore appointed and on mo-

tion to confirm the same, it appearing to the Court that said premises can not be divided by metes and bounds without manifest injury to the value thereof, and that the Commissioners have appraised said premises free from the dower of said Margaret Phelps at $1500, the Court finds the said return and proceedings in all respects in conformity to law and the orders of this Court, and do approve and confirm the same. And thereupon, neither of the parties electing to take said premises at their appraised value, it is on motion of the plaintiff ordered that said premises be sold at public auction free from said dower on the premises, for cash, to be sold on premises; and that the said Sheriff return his proceedings to this Court without delay.

8050 Order of Sale

On June 11th, 1902, the following Order of Sale was issued:-

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

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the March Term, A.D. 1902, in a certain Petition for Partition, now pending in said Court, wherein William A. Phelps, plaintiff and Keziah R. Moffitt et.al. are defendants, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, towit: (See Petition).

Appraised at $1500; and that your proceedings in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof; and have you then and there this writ.

Witness my hand and the seal of said Court at Marysville this 11th day of June, A.D. 1902, (Seal) Chas Feuhorwood, Clerk

By Milton Haines, Deputy.

Sheriff's Return.

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale in The Richwood Gazette, a newspaper printed and of general circulation in Union County, Ohio; and on the 19th day of July, A.D. 1902, at one o'clock P.M. on said day on the premises in said County, I offered for sale, at public auction, the lands and tenements described in this writ; and Geo. B. Handley having bid the sum of One Thousand ($1000.) Dollars, said sum being two-thirds of the appraised value, and his bid being the highest and best, he was declared the purchaser.

Sheriff's Fees; $15.46

S.F. Burnham, Sheriff, Union County, Ohio.

8050 Legal Notice

On July 19th, 1902, the following Legal Notice and Proof was filed:-

William A. Phelps- Plaintiff. In Order of Sale in Partition

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

Keziah R. Moffitt et.al.- Defendants H. V. Spicer, 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 on the premises in the Village of Richwood, Union County, Ohio, on Saturday, July, 19th, 1902, at or about the hour of one o'clock P.M. on said day, the following described real estate, towit:-

(For description see Petition)

Appraised at $1500.00, Terms of sale, Cash.

S.F. Burnham, Sheriff of Union County, Ohio.

State of Ohio, Union County ss.
I, Geo. H. Worden, Publisher of the Richwood Gazette, being duly sworn says that the notice hereto attached was published in the Gazette on the 19th day of June, 1902, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.
Geo. H. Worden,
Sworn to and subscribed before me, this 19th day of July, 1902.
Printers Fee:- $18.25. (Seal) H. V. Speer, Notary Public.

8050 Entry

On Sept. 15th, 1902, the following Entry was filed:-
William A. Phelps — Plaintiff
Vs.
Court of Common Pleas, Union County, Ohio.
Keziah R. Moffitt et al. — Defendants,

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on the examination that the same have been in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to George B. Handley, the purchaser, free of the dower estate of Margaret Phelps, widow of the said Theadore Phelps, deceased.

It is further ordered that the Sheriff, out of the proceeds of sale pay:-
First:- To the Treasurer of Union County, $ 11.15 - being the taxes and penalty due on said premises.
Secondly:- To the Clerk of this Court, the costs of this action, including a counsel fee of $50.00 to H. V. Speer, for his services herein, taxed at $127.37,
Thirdly:- To the said Margaret Phelps, widow of the said Theadore Phelps, in lieu of her dower, the sum of $100.00
Fourthly:- To the plaintiff, William A. Phelps, the one-seventh of the balance, towit:- the sum of $108.78 - to each of the defendants Keziah R. Moffitt, Sarah J. Cahill, Erastus Phelps, Spencer Phelps, and Dorothy Eckman, the sum of $108.78, and to each of the defendants, Frank Sullen and Sonn Sullen the one fourteenth part of the said balance, towit, $54.39,

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 January Term, A. D. 1903.

Be it remembered that heretofore, towit, on October, 11th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8123 Petition

Hesley M. Patrick — Plaintiff.

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

Alba Patrick — Defendant.

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

That on or about the 25th day of September, 1899 he was married to the said Alba Patrick, which marriage relation still exists.

8123 Entry

The plaintiff has always conducted himself properly as a husband, but the defendant, regardless of her duties as a wife has been and is guilty of gross neglect of duty in this, towit:- For more than a year and a half last past she has neglected her household duties, and has treated the plaintiff with insult and indignity. The plaintiff and defendant were living on a farm owned by plaintiff's father and the plaintiff has been engaged in farming and raising stock; during the month of July last the plaintiff had a farm hand in his employ and both he and the plaintiff had to depend on the defendant to prepare their meals; yet after working hard during the day when they came in for supper the defendant was absent, and it was afterwards learned that she had gone on a visit to her friends. She returned during the next week and when the plaintiff asked her why she went away under the circumstances, she told him it was none of his business, and she remained at home sulky and ill natured for a few days and then when the plaintiff was away at his work she left him without any one to prepare his meals or care for the home, and she has not returned and declares she will never live with the plaintiff again. Plaintiff has written to her and urged her to return to her home and wifely duties but she refuses to answer his letters and treats him with contempt. The plaintiff has been living alone attending to his crops since the month of July last and all his efforts to induce the plaintiff to return to her duties has been of no avail. For more than a year before she left the defendant would neglect her household duties and was constantly ill natured and insulting in her treatment of plaintiff.

Therefore the plaintiff charges the defendant with gross neglect of duty.

The plaintiff prays that he may be divorced from the defendant and for all proper relief.

J. L. Cameron, Atty for Plaintiff

Clerk: Issue summons and copy of petition to Sheriff of Franklin County, Ohio,

8123 Summons

On Oct. 11th, 1902, the following summons was issued:-

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

You are hereby commanded to notify Alba Patrick, that H. M. Patrick 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 next term of said Court next running, and six weeks from and after the service of this writ. You will make due return of this summons on the 27th day of October, A.D, 1902. Witness my hand and the seal of said Court at Marysville this 11th day of October, A.D, 1902.

Seal Chas. C. Southorwood, Clerk.

Sheriff's Return.

Recvrd 9 o'clock A.M. on the 15th day of Oct. A.D, 1902, and on the 21st day of Oct. A.D, 1902, I served the same upon the defendant Alba Patrick by personally handing a true copy thereof together with a certified copy of the petition in this case.

Sheriff's Fees:- $1.95.

Charles A. Pearce, Sheriff.
By E.E. Eastin, Deputy.

8123 Entry

On January 9th, 1903, the following Entry was filed:-

H.M. Patrick.

vs.

Alba Patrick

Court of Common Pleas, Union County, Ohio.
Jan. 9th, 1903.

This day this cause came on to be heard on the petition and the evidence, the defendant having been duly served with summons and a copy of the petition and having failed to appear.

And on consideration the Court find that the plaintiff at the time of filing this 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 H.M. Patrick and Alba Patrick be, and the same hereby is, dissolved, and both parties released from the obligations of the same.

It is further ordered that the plaintiff pay the costs herein taxed at $——.

Attest:

Chas. C. Southorwood, Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union and in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the January Term, A.D. 1903.

Be it remembered that heretofore, towit, on the 15th day of October, A.D. 1902, the following petition was filed with the Clerk of said Court, towit:-

8124 Petition

Mary D. Rodgers — Plaintiff.

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

Joseph A. Rodgers — Defendant.

Plaintiff says that she is an actual resident of Union County State of Ohio, and has been a bona fide resident of said County and State for more than a year last past. That she was married to the defendant on the 25th day of March, 1870, at Delaware County, Ohio.

That the following children are the issue of such marriage;- Charles A. Rodgers, age 32 years, Hattie Welch age 30 years, Clara Hildreth age 26 years, and Ray Rodgers, age 17 years.

That the defendant since said marriage has been guilty of extreme cruelty towards plaintiff, in that beginning with the first of January, 1899, and continuing to now, he has repeatedly accused plaintiff of being unchaste and has charged her in her presence and in the presence of her children of having illicit intercourse with men other than himself and has charged her, in her absence but in the presence of her neighbors and friends with having illicit intercourse with other men, said accusations being afterwards repeated to her by said neighbors and friends, and in that on the 22nd day of July, 1902, he called plaintiff a "whoring bitch", and ordered her to take her pillow and go out in the street to sleep, and in that on the 5th day of September, 1902, he accused her in the presence of their daughter of having a strange man in her bedroom the night before and called the daughter's attention to what he claimed were the tracks the man had made; and in that on the 24th day of September, 1902, put her out of the house in to the night and the rain and locked the doors and again, on the 11th day of October, 1902, he locked her out of the house; and in that he has continuously and repeatedly used profane and abusive language toward her and has continuously and repeatedly by his actions, by insinuations and by the most gross and vulgar language questioned her chastity, so that plaintiff's health both physically and mentally, and especially the latter has been greatly impaired and life with the defendant has become intolerable.

For a second cause of action plaintiff says that the defendant has been guilty of gross neglect of duty towards her in that during the whole of the three years last past the defendant has given her but $25.00 with which to buy clothes to cover her body, and that she has been compelled to clothe herself from money which she procured from her father, and in that during said three years the said defendant has wholly neglected and failed to provide the necessary groceries for their table so that plaintiff has been obliged to supply them from money which she procured from her father, although the defendant was well able to provide her with all the necessaries of life.

Plaintiff says that the defendant is the owner of a one half interest in about 7 head of horses (the exact number of which plaintiff does

not know), about 20 head of cattle (the exact number of which plaintiff does not know), about 50 head of hogs (the exact number of which plaintiff does not know) and about 50 head of Sheep (the exact number of which plaintiff does not know,) also about 45 acres of corn in the shock, about 16 tons of hay in the barn a considerable amount of wheat in the bin, and a large amount of farm implements, defendants half of said chattels being worth not less than $1400, that he owns a horse and buggy worth not less than $175, that he has about $500. in money, and is the owner of the following real estate situated in the County of Union, State of Ohio, and in the Village of Richwood, and being In-lots Numbers, Eleven and Twelve, In plat at Union County Recorder's Office, also the following in said Village and in Survey number 6293; Beginning at a stake N.W. corner of a 4 acre tract of land sold by W. H. Ferguson to E. Styles; thence N. 17° 40' W. 17 poles to a stake in the line of lands owned by J. J. Thompson, thence N. 89° 45' W. 47 poles to a stake; thence S. 17° 40' E. 17 poles to a stake; thence S. 89° 43' E. 47 poles to the beginning, containing 5 acres of land,
Also the following in Claibourne Township, Union County, Ohio, Beginning at a Burr oak N. W. Corner of the land hereby described; thence S. 17½° E. 355½ poles to a stake; thence S. 40½ poles to a stake in the middle of the Taylor Road; thence E. 74½° N. 48 37/100 poles to a stone S.W. corner of E. Kyle's farm; thence N. 16½° W. 255½ poles to a stake the N.W. corner of said Kyle's farm; thence W. 74° S. 80 poles to the beginning containing 131 acres of land; there being one acre occupied by the district school house, the amount remaining in said tract being 130 acres, Also the following in said Township and in Survey No. 226, Beginning at a Burr oak in the original South line of said Survey and S.E. corner of Sylvester Grindell land; thence N. 16° 3' W. with the line of said Grindell land and Matthew McMillen 103 3/10 poles to a stake; thence N. 73° 57' E. 82 6/10 poles to a stake; thence S. 13° E. 103 3/10 poles to a stake in the line of the original Survey; thence S. 73° 57' W. 77 7/10 poles to the beginning, containing 52 acres more or less; Plaintiff further says that she purchased all the furniture in defendant's house except one set of chairs, one rocking chair and one lounge and possibly a few other articles.

Plaintiff says that said real estate is worth not less than $16000,00.

Plaintiff says that the defendant is about to offer at public sale all of his Chattel property and has been and is trying to dispose of his real estate, and that she has good reason to believe and does believe that as soon as defendant learns of the commencement of this action that he will dispose of or incumber all of said property so as to defeat plaintiff from obtaining alimony thereof,

Wherefore plaintiff prays that alimony for her sustenance and expenses during the pending of this suit and an allowance for the support of said minor child be granted her, that the defendant be enjoined from interfering with her in her right to and possession of her household goods and from disposing of or incumbering any property belonging to him until this case shall be finally heard, and that on the final hearing she may be divorced from said defendant and that she may be decreed reasonable alimony out of the property earnings and money of the said defendant and for such other relief as is just and equitable.

James E. Robinson,
Attorney for Plaintiff.

The State of Ohio, Union County ss.
Mary B. Rodgers, being first duly sworn says that the facts stated and the allegations made in the foregoing her petition are true,
Mary Rodgers.
Sworn to before me and subscribed in my presence this 15th day of October, 1902, (Seal) Chas C. Feuhorwood, Clerk.

8124 Precipe

To the Clerk of the Court:-
Issue summons together with a copy of petition to the Sheriff of Union County for the defendant, Joseph N. Rodgers, and make same returnable according to law, endorse "petition action for divorce and alimony, injunction allowed."
James E. Robinson,
Attorney for Plaintiff.

8124 Summons

On Oct. 16th, 1902, the following Summons was issued:-
The State of Ohio, Union County ss. — To the Sheriff of Union County:-
You are commanded to notify Joseph N. Rodgers that Mary B. Rodgers has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with extreme cruelty and gross neglect, and asking that she be divorced from him, and that she may be granted 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 27th day of Oct. A.D. 1902. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 16th day of Oct. A.D. 1902.
(Seal) Chas C. Feuhorwood, Clerk.
Endorsements: "Summons in action for Divorce and Alimony, Injunction Allowed."
Sheriff's Return.
Received this writ Oct. 16th, A.D. 1902, at 10 o'clock A. M. and served same by personally handing to Joseph N. Rodgers a true copy of this writ, together with a certified copy of petition Oct. 17th, 1902.
Sheriff's Fees: $3.26
S. P. Burnham. Sheriff.
By Allen Haines, Deputy.

8124 Answer

On Nov. 26th, 1902, the following Answer was filed:-
Mary B. Rodgers — Plaintiff.
vs.
Joseph N. Rodgers — Defendant.
Court of Common Pleas, Union County, Ohio.

Now comes the defendant herein and for answer to the plaintiffs petition admits that she is a resident of Union County, and has been a bona fide resident of the State of Ohio for more than a year last past, but avers that plaintiff and defendant were married on the 25th day of March, 1869, instead of the year 1870, as alleged in plaintiffs petition, Defendant further admits that children have been born of said marriage as alleged in plaintiffs petition; that he at the date of the filing of said petition owned chattel property of the value of $1400.00, and was the owner of real estate as described in said petition, but avers that said real estate is not of greater value than Twelve Thousand Dollars. Defendant alleges that he has provided well and fully for

all necessary household and personal expenses of plaintiff and their family in that he has always supplied in abundance therefor, from his said farm described in plaintiff's petition, meat, butter, lard, flour, corn, meal, potatoes eggs, fruit and vegetables in their seasons; and in that he has always kept a cow at their residence while they have lived in the Village of Richwood, exchanging for a fresh one from said farm, when the flow of milk decreased from which plaintiff received an average of $2.50 per week from the sale of milk; and in that plaintiff received a share of the eggs from the chickens on said farm, the sale of which brought her about fifty cents per week, and also the eggs from about thirty chickens kept at their residence in Richwood and sixty or seventy young chickens raised therefrom; for all of which defendant supplied feed from said farm; and in that plaintiff was at liberty to and did order meat, provisions and groceries from the merchants of said Village upon the defendant's credit, and in that defendant never refused to get for plaintiff what she requested him to get. Defendant further admits that he has recently furnished plaintiff with very little money for her clothing; but alleges that sometime in or about the month of March, 1899, she received nine hundred dollars from her father, Harvey Baumgarner; that she retained said money for her personal use and has been making such frequent and extravagant expenditures therefrom for her dress and decoration that there needs must be but little remaining thereof; and that she has always presupplied and oversupplied her wardrobe and toilet to such an extent that defendant has been unable to observe a need of anything that he might supply therefor.

Defendant further avers that plaintiff is of violent temper and irritable; that she has slapped defendant in the face and threatened to do him personal injury; and that she refuses him all friendly association and conversation with her; that she makes familiar associates of those with whom she ought not to associate, and meets and has met defendant's requests to desist in so doing with positive refusal in insulting language, that she refuses to go into society, or to visit their children or friends, or to attend church or other public meetings with defendant, but is a frequenter of theaters, street shows and the like; that she is gone from home much of the time until late into the night, having been so gone on the nights of the 16th, 19th, 21st, 22d, 23d, 27th, 29th, and 30th of November, and on the 4th, 6th, 7th, 10th, 11th, 14th, 19th, 21st, 25th, 28th and 31st of December, 1901, and on the nights of the 3d, 4th, 8th, 11th, 16th, 18th, 20th, 21st, 24th, and 25th of January, and of the 1st, 3d, 4th, 6th, 7th, 8th, 14th, 15th, 18th, 19th, 21st, 22d, 24th, 26th, and 27th of February, and eighteen nights during the month of March, in the year, 1902, and has ever since and continued to be absent from home until late at night to about the extent herein specifically mentioned. Defendant has expostulated with her, but she has met his most earnest entreaties with unfeeling indifference and stubborn refusal to desist from going so often or to explain why she had gone or where or with whom she had been. By such action, manner and conduct of plaintiff, defendant's affection for her and confidence in her fidelity to him has been greatly shaken, and his faith in her has been darkened by distrust and suspicion, and he has been made to feel humiliated, disgraced, and greatly worried and depressed in mind, and his health

both physical and mental has been greatly impaired thereby.
Defendant denies each and every allegation in plaintiffs petition contained not herein expressly admitted.
Wherefore defendant prays that plaintiffs petition be dismissed and that all his rights be protected by the Court.

John T. Millar, Atty for Defendant.

State of Ohio, Union County, ss.
Joseph N. Rodgers, being first duly sworn, says that he is the above answering defendant and that the facts stated and allegations made in his foregoing answer are, as he verily believes true.

Joseph N. Rodgers.

Subscribed in my presence and sworn to before me by the said Joseph N. Rodgers this 25th day of November, 1902.

(Seal) John T. Millar, Notary Public.

8124 Reply

On Jan. 12th, 1903, the following Reply was filed:-

Mary B. Rodgers — Plaintiff
vs.
Joseph N. Rodgers — Defendant.
Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and for a reply to defendants answer admits that defendant furnished flour from his farm and small quantities of meat, butter, lard, eggs, potatoes, fruit and vegtables, but not sufficient for the necessities of the family; and admits that defendant furnished feed from his said farm for her cow and chickens; and admits that she received $900. from her father as alleged in said answer, and admits that since July 22, 1902, she has refused to go in public with defendant; and said plaintiff denies each and every allegation in said answer contained not herein expressly admitted.

James E. Robinson, Atty for Plaintiff.

The State of Ohio, Union County ss.
Mary B. Rodgers, being first duly sworn, says that the facts stated and allegations made in the foregoing reply are true as she verily believes.

Mary B. Rodgers.

Sworn to before me and subscribed in my presence this 10th day of January, 1903.

(Seal) James E. Robinson, Notary Public.

8124 Entry

On Feb. 16th, 1903, the following Entry was filed:-

Mary B. Rodgers — Plaintiff.
vs.
Joseph N. Rodgers — Defendant.
Court of Common Pleas. Union County, Ohio.

This cause came on this day and the Court having heard the evidence, finds from the evidence and the pleadings that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for the 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 on the 25th day of March, 1869.
And the Court further find that the defendant has been guilty of extreme cruelty toward the plaintiff, and that there is a separation in consequence of ill treatment on the part of the husband, defendant, and that by reason thereof the plaintiff is entitled to alimony out of

the estate of her husband, the said defendant.
It is therefore ordered and adjudged that the said plaintiff have and possess as and for alimony the following described real estate, to-wit:- situated in the County of Union, State of Ohio, and Village of Richwood, and being Sub-lots Numbers Eleven (11) and Twelve (12), being the same premises formerly owned by Angeline Finley; also the following in said Village and in Survey No. 6293, Beginning at a stake North West corner of a four acre tract of land sold by H. H. Ferguson to E. Styles; thence N. 17° 40' W. 17 poles to a stake in the line of lands owned by J. J. Thompson; thence N. 89° 45' W. 47 poles to a stake; thence S. 17° 40' E. 17 poles to a stake; thence S. 89° 45' E. 47 poles to the beginning containing 5 acres of land, free from all incumbrance, except the June, 1903 installment of tax, and all tax coming due thereafter, and the dower interest of the said defendant therein, And the defendant is hereby ordered to convey said premises and the improvements thereon, and all the appurtenances thereto belonging, to said plaintiff, her heirs and assigns forever, by a good and sufficient deed in fee simple free from any and all liens, except the June, 1903, tax above mentioned, and the dower relase of said defendant therein, And it is further ordered that upon the failure of said defendant to execute said conveyance within 5 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 and adjudged that said plaintiff do also have possess, and enjoy, as and for alimony, the following personal property, with the right to use, sell, or dispose thereof at her pleasure, to-wit, all her wearing apparel and all the household and kitchen furniture now in the possession of the plaintiff including the piano, also all household and kitchen furniture that was in the residence herein described at the time of the separation,
It is further ordered and adjudged that the defendant pay to the Clerk of this Court for the plaintiff as her reasonable alimony in money the sum of Two Hundred Dollars within ten days, and Two Hundred Dollars per annum thereafter payable in equal quarterly installments, the first quarterly payment coming due May, 15th, 1903, until the further order of this Court, And the same is hereby made a lien upon all the real estate of the said defendant, And in default of any such payment for three days, execution is allowed to issue therefor. It is further ordered that the said defendant pay the costs herein, taxed at $ —, within five days, or that execution be allowed to issue therefor.

Attest: Chas. C. Funhorwood, 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 January Term, A. D. 1903.

Be it remembered that heretofore, towit, on August 14th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8101 Petition

Ellen Spencer — Plaintiff.

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

Levi A. Spencer — Defendant.

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

That on the 26th day of June, 1900, she was married to the defendant at Union County, Ohio. That immediately after her marriage to the defendant he began to want the plaintiff to deed him a property belonging to her worth about Three Hundred Dollars, situate in Marysville, Ohio, being a House and Lot. That the plaintiff refused to do that, and the defendant immediately left her, and has refused to live with her, and has been guilty of gross neglect of duty ever since, refusing and failing to provide her any of the necessaries of life, and is spending his money on other parties.

That the plaintiff has always been willing to live with the defendant, and said defendant left her and has been guilty of his neglect without any fault of the plaintiff.

Plaintiff therefor prays that upon the final hearing of this petition she be granted a complete divorce from the defendant and that she be restored to her former name of Ellen Miller, and to all of her property rights free from any dower claim of the defendant.

Ellen Spencer By
J. M. Kennedy, her Atty.

8101 Precipe

To the Clerk:- Issue summons and copy of the petition to the Sheriff of Union County, Ohio, Divorce prayed for and restoration to former name and property rights restored and for costs taxed to $—.

J. M. Kennedy, Atty for Plaintiff.

8101 Summons

On August 14th, 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 Levi A. Spencer that Ellen Spencer 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 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. 1902.

Witness my hand and the seal of said Court at Marysville, this 14th day of Aug. A. D. 1902.

(Seal) Chas Tenhorwood, Clerk.

Sheriff's Return.

Received 4 o'clock P. M. on the 14th day of Aug. A. D. 1902, and on the 15th day of Aug 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. — S. F. Burnham, Sheriff
By Allen Haines, Deputy.

Sheriff's Fees: $2.46

5101
Entry

On January, 6th, 1903, the following Entry was filed:-
Ellen Spencer — Plaintiff
Vs. Court of Common Pleas, Union County, Ohio.
Levi A. Spencer — Defendant.

This day this cause came on to be heard upon the petition of the plaintiff the defendant being in default for answer, and the Court being fully advised in the premises finds for the plaintiff:-
1st:- That said defendant has been legally served by summons in this case.
2nd:- That the defendant has been guilty of gross neglect of duty in the premises as claimed in the petition.

It is thereupon considered, ordered, and adjudged that the plaintiff have a complete divorce from the defendant, the parties being fully released from the obligations thereof, and that she be restored to her former name of Ellen Miller, and restored to all her property rights free from the dower of said defendant, and recover her costs taxed at $—.

Attest: Chas. C. Fulkerson, 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 January Term, A. D. 1903.

Be it remembered that heretofore, towit on January, 9th, 1903, the following Petition was filed with the Clerk of said Court, towit:-

8147 Petition

O. M. Scott & Bro. — Plaintiff.

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

Ben F. Morry and A. L. Green — Defendants.

The plaintiffs say that they are partners doing business under the laws of the State of Ohio, in the Village of Marysville, County of Union and State of Ohio, under said firm name of O. M. Scott & Bro. Plaintiffs further say that this action is founded upon a promissory note of which the following is a copy, with all the credits and indorsements thereon:

$100.00 Marysville, Ohio, Sept. 30th, 1894.

Six months after date for value received, we jointly and severally promise to pay O. M. Scott & Bro. or order, Marysville, Ohio, One Hundred Dollars, with interest at 6 per cent after date, at the rate of 8 per cent. per annum after due, and we do hereby authorize — Attorney at law to appear for us in an action on the above note, at any time after said note becomes due, in any Court of Record, in or of the State of Ohio, to waive the issuing and service of process against us and confess a judgment in favor of the legal holder of the above against us for the amount that may then be due thereon with interest at the rate therein mentioned, and costs of suit; and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered. Witness our hands and seals.

Ben F. Morry (Seal).

A. L. Green (Seal).

8147 Entry

Indorsements have been made thereon as follows, towit:- $12.20 paid Aug. 8th, 1895, by baling 16276# hay @ $1.50.

There is due to plaintiffs from the defendants on said note, the sum of One Hundred and Forty-Eight and 68/100 Dollars, which they claim with interest from the 9th day of January, A.D. 1903, at eight per cent. per annum, and for which with costs of suit they ask judgment against the defendant.

Porter & Porter, Attys for Plaintiffs.

The State of Ohio, Union County ss.

E. H. Porter, being sworn, says that he is one of the Attorneys for the plaintiffs herein, duly authorized in the premises, that this action is founded upon a written instrument for the payment of money, which is now in affiant's possession, and that the facts stated and allegations in said petition are, as affiant believes true.

E. H. Porter.

Sworn to before me, and signed in my presence, this 8th day of January, A. D. 1903. (Seal) Chas. Penhorwood, Clerk.

8147 Answer

On January 9th, 1903 the following Answer was filed:-

O. M. Scott & Bro. — Plaintiffs.

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

Ben F. Morry and A. L. Green — Defendants.

The defendants, Ben F. Morry and A. L. Green, by F. J. Ballinger Attorney, and an Attorney at Law of record in this Court, duly authorized

therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note with the accompanying Warrant of Attorney is produced and shown to the Court and filed herewith now come and waive the issuing and service of process in this action, and hereby enter the appearance of said defendants herein and said defendants by F. G. Ballinger said Attorney duly authorized as aforesaid say that they cannot gainsay or resist the facts stated and allegations in the petition of said plaintiffs herein filed against them but acknowledge and confess the same to be true and say that they are indebted to the plaintiffs on said note in manner and form as the plaintiffs have in their petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred and Forty-Eight and 68/100 Dollars, bearing interest at 8 per cent per annum and accruing costs, and confess judgment in favor of the plaintiffs, and waive and release all errors in this proceeding and said judgment, and all proceedings, and writs of error therein.

F. G. Ballinger, Attorney for Defendants,

8147 Entry

On January 9th, 1903, the following Entry was filed:-

O. M. Scott & Bro. — Plaintiffs.

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

Ben F. Morry and A. L. Green — Defendants. Jan. 9th, 1903.

This day came the plaintiffs by Porter & Porter their Attorneys, and filed their petition against said defendants, Ben F. Morry and A. L. Green and thereupon F. G. Ballinger, one of the Attorneys of Record of this Court also appeared in Court, for and on behalf of said defendants, Ben F. Morry and A. L. Green, and who by virtue of a Warrant of Attorney for that purpose duly executed by said defendants, and now produced in open Court and duly proven, waived the issuing and service of process and entered the appearance of said defendants, herein, and by virtue of the same Warrant of Attorney, confessed that there is due from said defendants to said plaintiffs as alleged in said plaintiffs petition, the sum of One Hundred and Forty-Eight and 68/100 Dollars ($148.68) 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 therefor considered by the Court that said O. M. Scott & Bro. plaintiffs do recover from said Ben F. Morry and A. L. Green, defendants the said sum of One Hundred and Forty-Eight and 68/100 Dollars ($148.68) so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed from the 9th day of January, 1903, at the rate of 8 per cent. per annum. And by virtue of said Warrant of Attorney, all error in this action, judgment and proceeding are released, and all right to file a petition in error are waived.

Attest:

Chas Truhorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the January Term, A. D, 1903.

Be it remembered that heretofore, towit, on May, 9th, A.D, 1902, the following petition was filed with the Clerk of said Court, towit:-

8074 Petition

The Union Central Life Insurance Company, a corporation organized under the laws of Ohio- Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio.

A. J. Miller, Executor of the estate of James D. Haines, and Barney Crevison, administrator of the estate of Aggie M. Haines-Crevston — Defendants.

Plaintiff states that on December, 15th, 1874 it issued and delivered a policy of insurance on the life of James D. Haines, in which Cyrus N. Haines and Aggie M. Haines were beneficiaries. Thereafter, towit, on December, 17th, 1892, the said Cyrus N. Haines assigned all of his interest in said policy to said James D. Haines, the insured. Said policy has now matured by the death of the insured, and claim to the entire proceeds thereof is made by the defendant, A. J. Miller, executor of the estate of said James D. Haines, deceased, and claim to one half of the proceeds of said policy, towit, the share of the beneficiary, Aggie M. Haines, is made by Barney Crevson, administrator of the estate of said Aggie M. Haines, deceased.

Plaintiff is ignorant of the respective rights of said defendants and has no interest in said insurance money and is ready and willing to pay it to the person or persons entitled thereto. Each of the said defendants threatens to and will, unless restrained by this Court, sue the plaintiff for the recovery of said money. This action is not brought by collusion of either of the defendants. Therefore, plaintiff prays that the defendants be required to interplead together concerning their claims to said insurance money, and be enjoined from taking any proceedings against plaintiff in regard thereto and that plaintiff be allowed to pay said money into Court and thereupon be discharged from all liability in respect thereto.

D. H. Ayers, Attorney for Plaintiff.

State of Ohio, Hamilton County SS.

E. P. Marshall, being first duly sworn, deposes and says that he is secretary of The Union Central Life Insurance Company, and that the facts in the foregoing petition are true as he verily believes.

E. P. Marshall, Secty.

Sworn to before me and subscribed in my presence, this 5th day of May, 1902.

(Seal) Wm. J. Pattison, Notary Public.

Clerk:- Issue Summons on the petition in the above case to the Sheriff of Union County, Ohio, for A. J. Miller, (Executor) returnable according to law. Endorse "Action of Interpleader to require beneficiary claims to insurance money to be settled and plaintiff ordered to pay money into Court and discharged from liability in respect thereto."

D. H. Ayers, Atty for Plff.

I hereby waive the issuing and service of process in the above case and voluntarily enter my appearance to said action this 15th day of May, 1903,

Barney Crevison, as Administrator of the estate of Aggie M. (Haines) Crevison, dec'd, by James McCampbell, his Atty.

8074 Summons

8074 Motion

8074 Motion

8074
Summons

The State of Ohio, Union County ss. — To the Sheriff of the County of Union, Greeting:-
We command you to notify A. J. Miller, that he has been sued by The Union Central Life Insurance Company in the Court of Common Pleas of Union County, and that unless he answer by the 14th day of June, A.D. 1902, the petition of said The Union Central Life Insurance Company against him filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 19th day of May, 1902.
Witness my hand and the seal of said Court this 9th day of May, A.D. 1902,
Chas Funkenwood, Clerk,
By Minnie Funkenwood, Deputy.

Sheriff's Return.

Received this writ May 9th, A.D. 1902, at 1 o'clock P.M. and pursuant to its command on the 10th day of May, A.D. 1902, I served the same by personally handing to A. J. Miller, a true certified copy of this writ with all the endorsements thereon,
Fees: $3.26
S. F. Burnham, Sheriff
By Allen Haines, Deputy.

8074
Motion

On May 27th, 1902, the following Motion was filed:-
The Union Central Life Insurance Company
a corporation &c. — Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
A. J. Miller, Executor &c. et al. — Defendants.

Now comes Barney Crevison, as administrator of the estate of Aggie M. (Haines) Crevison, deceased, said Administrator being a defendant herein, and moves the Court for an order requiring the plaintiff herein to make its petition more definite and certain in the following particulars, to-wit:-
1. By stating the number of the policy of insurance referred to in the petition.
2. By stating the amount or sum of money for which the said policy was issued, and
3. By stating the amount of money it holds and is willing to pay into this Court in discharge of its liability upon said policy.
Barney Crevison, Administrator &c.
By Spriggs & Spriggs, and
James McCampbell, his Attorneys.

8074
Motion

On May, 27th, 1902, the following Motion was filed:-
The Union Central Life Insurance Company - Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
A. J. Miller, as Executor of the estate of James D. Haines, et al. - Defendants.

Now comes A. J. Miller, as Executor of the estate of James D. Haines and being one of the defendants herein, and moves the Court here for an order requiring the plaintiff to make its petition more definite and certain in this to-wit:-
That it state the amount of money it is willing to pay into this Court, or to the party entitled thereto, as the proceeds of said policy of insurance.
That it state the amount of money it claims to be due to the beneficiaries of said policy.
J. F. Millar, and J. L. Cameron,
Attorneys for A. J. Miller, Exr.

8074 Entry

June 9th, 1902, the following Entry was filed:-
The Union Central Life Insurance Company, a corporation &c. Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
A. J. Miller, Executor et al. — Defendants.

This day this cause came on to be heard upon the respective motions of the defendants herein to make the petition more definite and certain and the same were submitted to the Court, Whereupon the Court considers and sustains the said motions and orders that the said plaintiff make its petition more definite and certain, to-wit:-

1. By stating the serial number of the policy of insurance issued to the said James D. Haines.
2. By stating the amount for which the said policy was issued, and
3. By stating the amount of money it holds upon said policy, and the amount it is willing to pay into this Court in discharge of its liability.

The Court grants said plaintiff leave to file an amended petition herein in thirty days, and cause continued.

8074 Answer and Cross-Petition

8074 Amended Petition

On June, 25th, 1902, the following Amended Petition was filed:-
The Union Central Life Insurance Company,
a corporation organized under the laws of Ohio — Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
A. J. Miller, Executor of the estate of James D. Haines,
and Barney Crevison, Administrator of the estate of Aggie M. Haines-Crevison - Defendants.

Plaintiff states that on December, 15th, 1874, it issued and delivered a policy of insurance No. 14767 for the sum of $2000, on the life of James D. Haines in which Cyrus N. Haines and Aggie M. Haines were beneficiaries, Thereupon, to-wit, on December, 17th, 1892, the said Cyrus N. Haines, assigned all of his interest in said policy to James D. Haines, the insured.

Said policy has now matured by the death of the insured and claim to the entire proceeds thereof is made by the defendant, A. J. Miller, Executor of the estate of said James D. Haines, deceased; and claim to the one half of the proceeds of said policy, to-wit, the share of the beneficiary Aggie M. Haines, is made by Barney Crevison, administrator of the estate of said Aggie M. Haines, deceased.

Plaintiff is ignorant of the respective rights of said defendants and has no interest in said insurance money and is ready and willing to pay the said sum of Two Thousand Dollars ($2000) to the person or persons entitled thereto.

Each of the said defendants threatens to and will unless restrained by the Court sue the plaintiff for the recovery of said money. This action is not brought by collusion of either of the defendants, Therefore plaintiff prays that the defendants be required to interplead together concerning their claims to said Two Thousand Dollars ($2000.) insurance money and be enjoined from taking any proceedings against plaintiff in regard thereto, and that plaintiff be allowed to pay said sum of Two Thousand Dollars into Court, and be thereupon discharged from all liability in respect thereto. — D. H. Ayers, Atty for Plaintiff.

State of Ohio, Union County ss.

D. H. Ayers, being first duly sworn says he is the Attorney of the above named plaintiff, The Union Central Life Insurance Company, duly authorized in the premises that the said plaintiff is a corporation duly organized under the laws of Ohio, that the facts stated and allegations contained in the foregoing Petition are as affiant believes true.

D. H. Ayers.

Sworn to before me and signed in my presence by the said D. H. Ayers, this 25th day of June A. D. 1903.

(Seal) Chas Cushorwood, Clerk.

8074 Answer and Cross-Petition

On September, 9th, 1903, the following Answer was filed:-

The Union Central Life Insurance Company — Plaintiff.

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

A. J. Miller, as Executor of J. D. Haines, et al — Defendants.

Now comes A. J. Miller one of the defendants herein and for his separate answer and cross-petition says:- That he is the duly appointed and qualified Executor of the estate of James D Haines, deceased.

That in the year A. D. 1874, the said J. D. Haines had two minor children, who were members of his family and dependent upon him for maintenance and support. One of said children was his son Cyrus N. Haines, and the other was his daughter, Aggie M. Haines, who was then unmarried.

In order to make provision for his said minor children in the event of his death, the said J. D. Haines on the 16th day of December, 1874, took out the life insurance policy mentioned in the petition, and made the said Cyrus N. Haines and Aggie M. Haines the beneficiaries of said policy, especially making mention in said policy that they were his children, and the plaintiff in said insurance contract, agreed that in the event of the death of said J. D. Haines, it would pay the said sum of Two Thousand Dollars to the said beneficiaries, and it was further agreed that after two payments of premiums the said insured would be entitled to a paid up policy fixing the amount and value for each year and showing that after six payments the value of a paid up policy would be $350.00. The annual premium on said policy was $67.44 payable on the 16th day of December of each year. On the 28th day of January, 1882, the said Aggie M. Haines married the defendant, Crevison, and on the 14th day of November, 1883, died, leaving her husband, but no child or children surviving her.

At the date of the death of said Aggie, there had been six payments of premiums on said policy, and according to its terms it was then worth the sum of $350.00.

The said Crevison had no insurable interest in the life of said J. D Haines, nor was it ever the intention of said insured to make said Crevison a beneficiary of said policy. During the year 1892, the said J. D. Haines received some intimation that in the event of his death the said Crevison would make some claim upon the proceeds of said policy and the said insured then informed the plaintiff of this intimation and notified the plaintiff that he did not wish said Crevison to have any interest in said policy, and that if he had such interest it would not be carried further. The insured further informed the plaintiff that he wanted to make said policy a part of his estate, and if that could be done with safety he would continue to pay the premiums and carry the policy, otherwise he would not.

Thereupon, on or about the 17th day of December, 1892, the plaintiff through its general agent, prepared two assignment papers and forwarded them to the said J. D. Haines instructing him to have his son Cyrus N. Haines sign them and that one should be attached to the policy and the other returned to the plaintiff. And the plaintiff then in writing informed and assured the said J. D. Haines that if he could procure his son Cyrus N. Haines to execute said assignment papers and attach one to his policy and

forward the other to the plaintiff, it would place the full title of said policy in the said J. D. Haines, and that if he did as directed by the plaintiff in that behalf and would continue to pay his premiums as long as he lived at his death the plaintiff would pay the amount of said policy to his estate, and that plaintiffs title would be the same as if he had been originally named as the beneficiary of said policy.

The said J. D. Haines acted upon the instructions and assurance thus given him by the plaintiff; he caused his son Cyrus N. Haines to execute the assignment papers prepared by the plaintiff and he attached one of them to his policy and forwarded the other to the plaintiff as instructed, and in all things complied with the requirments and instructions of the plaintiff, trusting and relying that by so doing he would have full title to said policy and that upon his death it would be a part of his estate, The said J. D. Haines was induced by the plaintiff in the manner aforesaid to continue to carry said policy and pay the premiums thereon from the date of said assignment, to-wit, from Dec. 17th, 1892, until the time of his death, which occurred on the 7th day of January, 1902,

And the said J. D. Haines trusting and relying upon the statements and representations of the plaintiff herein set forth, by his will made disposition of the proceeds of said policy in the following manner, to-wit:- He directed in his will that the Two Thousand Dollars due upon his life insurance policy should be taken by his Executor and expended in the payment of his debts, and that if there was a surplus it should be divided equally among his children.

This defendant avers that by reason of the premies the full amount of said policy is payable to him as executor of the said insured and that no part thereof is payable to the said Creviston,

He further avers that the plaintiff by reason of the premises is now estopped from denying its liability to the estate of said J. D. Haines for the full payment of said policy to this defendant, and estopped from denying the right of said J. D. Haines to dispose of said policy by will as he has done.

Therefore this defendant prays the Court that he may have judgment that the said sum of Two Thousand Dollars be paid to him, as the Executor of said J. D. Haines and for all such other and further relief as the nature of the case may require.

John F. Millar & J. F. Cameron, Attorneys
for A. J. Miller, defendant.

The State of Ohio, Union County ss,

A. J. Miller, defendant herein, being first duly sworn says, that he believes the facts stated and allegations made in the foregoing answer to be true.

A. J. Miller.

Sworn to before me and signed in my presence this 6th day of September, 1902,

(Seal) J. H. Crawford, Notary Public.

8074
Answer and Cross-Petition

On September 24th, 1902, the following Answer was filed:-

The Union Central Life Insurance Company -- Plaintiff.

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

A. J. Miller, Executor et. al. ---- Defendants,

Now comes Barney Creviston, a defendant, as Administrator of the estate of Aggie M. Creviston, deceased, and by leave of the Court first had, as and for his answer and cross-petition, herein, says:- That he is the duly appointed and qualified administrator of the estate of the said Aggie M. Creviston, deceased, That said Aggie M. Creviston, with whom this defendant inter-

married on the 28th day of January, 1882, was formerly Aggie M. Haines, the daughter of James D. Haines, deceased, mentioned in the petition, and in the said Executor's answer, herein filed: and that said Aggie M. Crowston died intestate on the 14th day of November, 1882,

This defendant admits, and avers, the issuing of the said policy of insurance on the life of said James D. Haines, and that the sum of $2000, the amount of insurance was made payable at the death of the said Haines, to one Cyrus N. Haines and said Aggie M. Crowston, as beneficiaries, as alleged in said pleadings; but this defendant denies that they were the sole beneficiaries of said insurance, as implied in said pleadings. On the contrary however, he avers, that by the express terms of said policy, the Executors, Administrators and assigns of said Cyrus N. Haines and Aggie M. Crowston, were the agreed contingent beneficiaries of said insurance. This defendant further admits, and avers, that, by the death of said James D. Haines, as alleged, said policy has matured in the sum of $2000; and that the same is now payable to the beneficiaries, or contingent beneficiaries aforesaid; and this defendant further admits and avers that said James D. Haines, paid all annual premiums on said policy, in full, to the time of his death, pursuant to the written stipulations therein contained.

And this defendant says that of the negotiation between said plaintiff and said James D. Haines, during the year 1893, to defeat the operation of said policy as to said contingent beneficiaries, as alleged in said Executor's answer, he had no knowledge or information, and therefore, he denies each and every allegation relative thereto, and avers that said policy remained, at the death of said insured, in its written and printed form as originally issued, and unchanged and unmodified, in any particular as to the interest of the said Aggie M. Crowston therein.

This defendant, by way of Cross Petition says:- That the said plaintiff by the express terms of said policy of insurance, in consideration of the payment of the annual premiums by the said James D. Haines, as alleged promised and agreed to, and did thereby, assure the life of said James D. Haines in the amount of Two Thousand Dollars ($2000.) (with participation in profits) for the term of his natural life.

And the said plaintiff also expressly promised and agreed in the terms of said policy to pay the amount of said insurance, at its office in the city of Cincinnati, to Cyrus N. Haines and Aggie M. Haines, (children of assured) or their Executors, Administrators or Assigns, in ninety days after due notice and proof of death, during the continuance of said policy, of the person whose life was thereby assured, the balance of the years premium, if any, being first deducted therefrom.

Therefore this defendant claims and demands, as Administrator as aforesaid, under the terms of said policy of insurance, one half of the said proceeds thereof, towit, the sum of One Thousand Dollars, ($1000.)

And this defendant by reason of the premises and the facts aforesaid stated, avers that the said plaintiff and the said Executor are now estopped to deny the purpose and intention of said James D. Haines, as expressed in and by the said terms of said policy, to wit, in the event of her death before his own, the interest of said Aggie M. (Haines) Crowston therein, in her executor, administrator, or assigns.

And this defendant, by reason of the premises and the facts, aforesaid,

denies the right of said James D. Haines to dispose of his said decedents interest in said proceeds by will as alleged, and pleads estoppel to the said Executors claim thereof. And, therefore, this defendant further avers that by reason of the premises and the said acts of his decedent in taking out and carrying said policy of insurance under the terms of the agreement aforesaid, the said Executor is estopped to claim the interest of this defendants decedent therein,

Wherefore this defendant prays the Court that it adjudge the payment to him of said Sum of One Thousand Dollars ($1000) as Administrator of Aggie M. Creviston, deceased, and that he may have such other and further relief as the case may warrant. — Spriggs & Spriggs & James McCampbell, Attorneys for defendant, Barney Creviston,

State of Ohio, Paulding County ss.

Barney Creviston, being first duly sworn according to law says that he is the duly appointed and qualified administrator of the estate of Aggie M. Creviston, deceased, and that the facts stated, and allegations made in the foregoing pleading, are true as he verily believes.

Barney Creviston,

Sworn to before me and subscribed in my presence this 23rd day of September, 1902, (Seal) H. T. Spriggs Notary Public.

8074 Reply

On Oct. 27th, 1902, the following Reply was filed:-

The Union Central Life Insurance Company — Plaintiff.

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

A. J. Miller, Executor et al. — Defendants.

Now comes A. J. Miller, as Executor of the estate of James D. Haines and for his reply to the answer and cross-petition of the said Barney Creviston, says:- That said James D. Haines never delivered the said policy of insurance to the beneficiaries therein named, but kept and retained the same in his possession until the time of his death, and that afterwards the said policy came into the hands of this defendant with the other papers of said testator, and as part of his assets, and this defendant now has said policy. For further reply this defendant says, he denies that said policy was made payable to the Executors, Administrators, or Assigns of the said children named therein, but says that there is an ambiguous statement in said policy in regard to Administrators and Assigns, which statement this defendant avers was intended for the Administrators and Assigns of said James D. Haines, and that said James D. Haines never intended to have said policy made to the Executors, Administrators or Assigns of his children, but intended that in the event either of said children died before him, that the policy should revert to him the said James D. Haines.

This defendant denies each and every allegation in said answer and cross-petition, that is not herein, or in the petition admitted.

Therefore, this defendant prays as he has already prayed in his petition.

J. T. Millar and J. L. Cameron, Attorneys for A. J. Miller, Executor &c,

The State of Ohio, Union County ss.

A. J. Miller, being first duly sworn says that he is the defendant named in this pleading and that the facts stated and allegations made in the foregoing Reply are true, as he verily believes.

A. J. Miller,

Sworn to before me and signed in my presence this 27th day of October A.D. 1902.

(Seal) H. S. Winters, Notary Public.

8074 Entry

8074 Motion

8074 Entry

8074 Entry

On January, 15th, 1903, the following Entry was filed:-

The Union Central Life Insurance Company — Plaintiff

vs.

A. J. Miller, Executor of the estate of James D. Haines, deceased, and Barney Creviston, Administrator of the estate of Aggie M. Creviston, deceased — Defendants,

Court of Common Pleas, Union County, Ohio,

This day this cause coming on to be heard, and a jury being waived, the same was submitted to the Court upon the pleadings, evidence and argument of Counsel, Thereupon, the Court, on consideration thereof, finds, upon the issues joined between the said interpleading defendants, for the said Barney Creviston, as Administrator of the estate of Aggie M. Creviston, deceased,

The Court further finds that the said defendants in their respective representative capacity, are entitled to receive the sum of $1000, each from the insurance money now in said plaintiffs possession, with accumulations thereon if any since the death of James D. Haines. Therefore it is ordered, adjudged and decreed by the Court, that the plaintiff, The Union Central Life Insurance Company pay into this Court forthwith the amount of insurance money held by it, to-wit, the sum of $2000, with accumulations, and that of said fund, the said Executor A. J. Miller, receive for the estate of his decedent the sum of $1000, with accumulations thereon; and that of said fund the said Administrator, Barney Creviston, receive for the estate of his decedent the sum of $1000, with accumulations thereon,

It is further adjudged by the Court that said Executor and Administrator, respectively pay one half of the costs in this behalf taxed at $—.

To all of which findings, orders, and judgments of the Court the said A. J. Miller, Executor as aforesaid, by his counsel excepts, and gives notice of his intention to appeal therefrom to the Circuit Court of said County, and for such appeal the Court fix the bond in the sum of $100.

8074 Motion

On January, 15th, 1903, the following motion was filed:-

The Union Central Life Insurance Company — Plaintiff,

vs.

A. J. Miller, Executor et. al. — Defendants,

Now comes the said A. J. Miller, as Executor of the estate of James D. Haines and moves the Court to set aside its finding and judgment and grant a new trial in this cause, and for grounds of his motion says:-

1, That the finding and decision of the Court is not sustained by sufficient evidence.

2, That the finding and decision of the Court is contrary to law.

3. That there was error of law occurring at and during the trial, and excepted to by the said A. J. Miller as such Executor.

J. T. Millar and J. L. Cameron, Attorneys for A. J. Miller, Executor of J. D. Haines.

8074 Entry

On January, 15th, 1903, the following Entry was filed:-

The Union Central Life Insurance Company.

vs.

A. J. Miller, et. al.

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of the said A. J. Miller, for a new trial, and on consideration thereof the Court overrule said motion, to which ruling of the Court the said A. J. Miller, excepted.

8074
Notice

On January, 15th, 1903, the following Notice was filed:-

The Union Central Life Insurance Company — Plaintiff.

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

A. J. Miller, Executor et. al. — Defendants,

Now comes the defendant, A. J. Miller, as Executor of the estate of J. D. Haines, and being one of the defendants herein, and hereby gives notice of his intention to appeal this cause to the Circuit Court within and for said County,

A. J. Miller, by
John F. Millar and J. S. Cameron his Attys.

Attest:-
Chas. Tenhorwood, Clerk.

8048
Petition

The

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

Be it remembered that heretofore, towit, on March, 8th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8048 Petition

The Globe Building and Loan Association Company — Plaintiff.

vs.

Charles F. Rouch, Barbara C. Rouch, Merkel Brothers, a partnership, The Economy Supply Company, and The Pure Petroleum Product Company — Defendants.

Court of Common Pleas, Union County, Ohio,

Plaintiff, The Globe Building & Loan Association Company, says that it is a corporation duly organized and incorporated under the laws of the State of Ohio, and with its principal place of business in the City of Columbus, Franklin County, Ohio, and for its first cause of action says:- That on the 24th day of April, 1897, the said defendants, Charles F. Rouch and Barbara C. Rouch, executed and delivered to it their certain written obligation of which the following is a true copy:- $250.00 Richwood, Ohio, April, 24th, 1897,

Received of The Globe Building and Loan Association of Columbus, Ohio, Two Hundred and Fifty Dollars, as a loan on three shares of stock, No. 5932, owned by me in said Association, I herein agree to pay to said Association monthly not less than Four and 30/100 Dollars, which shall be applied as follows:-

First:- To the payment of any fines or other assessments made against me in pursuance of the by-laws of said Association,

Second:- To the payment of the interest and premium due on said loan, amounting to Two and 50/100 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 I fail for three months to pay said payments then the whole amount of said loan shall at once become due and payable. — Charles F. Rouch,
Barbara C. Rouch

Plaintiff further says that neither the said defendants, Charles F. Rouch or Barbara C. Rouch, nor has any one for them paid the monthly installments of dues, interest and premium, as required by the terms of the aforesaid obligation, and that there is due and owing thereon at this date, February, 25th, 1902, for interest the sum of Six Dollars and Twenty Cents ($6.20) and for premium the sum of Two Dollars and Six Cents ($2.06)

Plaintiff further says that section 24 of its by-laws, and which was in force at the time of entering into said contract provides that the premises incumbered by a mortgage to secure the above described obligation should be insured against loss by fire by the borrower, and upon failure so to do, the said The Globe Building and Loan Association Company is authorized to insure the same and charge to borrower's account, Plaintiff further says that defendants, Charles F. Rouch and Barbara C. Rouch failed and neglected to have said property insured, whereby it was compelled to insure the same at a cost to it of Twenty-six Dollars and Twenty-five Cents ($26.25), for which amount said defendants are indebted to this plaintiff.

Wherefore plaintiff says that said defendants, Charles F. Rouch and Barbara C. Rouch

are indebted to it on said loan of Two Hundred and Fifty Dollars ($250.00) for interest in the said sum of Six Dollars and Twenty Cents ($6.20) for premium in the said sum of Two Dollars and Six Cents ($2.06) and for insurance in the said sum of Twenty-Six Dollars and Twenty-five Cents ($26.25), making a total together with the principal in the sum of Two Hundred and Eighty-four Dollars and Fifty-one Cents ($284.51). Said defendants are entitled to a credit for dues paid in the sum of Fifty-four Dollars and Sixteen Cents ($54.16) and for dividends declared and credited in the sum of Seventy-six Cents (.76), making a total credit of Fifty-four Dollars and Ninety-two Cents ($54.92), and leaving a net balance due this plaintiff in the sum of Two Hundred and Twenty-nine Dollars and Fifty-nine Cents ($229.59).

Second Cause of action:- Plaintiff further and for its Second Cause of action says:- That in order to secure the payment of said loan of Two Hundred and Fifty Dollars, ($250.00), according to the terms thereof, the said defendants, Charles F. Roush and Barbara C. Roush, his wife, who released her contingent right of dower therein executed and delivered to this plaintiff, a corporation duly organized and incorporated under the laws of the State of Ohio, their mortgage deed on the 8th day of May, 1897, and thereby conveyed to this plaintiff the following described real estate, viz: situated in the Village of Richwood, County of Union in the State of Ohio, and described as follows:- "Being (40) forty feet off of the South end of the lot Number (137) One Hundred and Twenty-seven and running back from Fulton Street the full width of said lot (33½) Thirty-three and one half feet in said Village of Richwood, County of Union and State of Ohio, as shown on the recorded plat of said Village of Record in the office of the County Recorder of said County of Union."

Said mortgage deed was on the 19th day of May, 1897, at 8 o'clock and 30 minutes A.M. received by the County Recorder of Union County to be by him entered of record, and was recorded by him on the 8th day of June, 1897, in Mortgage Record Volume 40, Pages 6 and 6½, of the records of Mortgages of said County.

Said mortgage has a condition therein as follows:- That, whereas, the said Charles F. Roush has entered into a contract in writing with said Association, in the following words and figures, towit:-

$250.00 Richwood, Ohio, April, 24th, 1897.

Record of The Globe Building and Loan Association of Columbus Ohio, Two Hundred and Fifty Dollars as a loan on three shares of stock No. 5932, owned by me in said Association, I herein agree to pay to said Association monthly not less than Four and 50/100 Dollars, which shall be applied as follows:-

First:- To the payment of any fines or other assessments made against me in pursuance of the by-laws of said Association,

Second:- To the payment of the interest and premium due on said loan, amounting to Two and 50/100 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 I fail for three months to pay said payments, then the whole amount of said loan shall at once become due and payable.

Charles F. Roush
Barbara C. Roush,

Now if the said Charles F. Roush shall pay to said Association, its

8048 Precipe

8048 Summons

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.

Plaintiff further says that no payments have been made on said mortgage, or the indebtedness secured thereby for more than three months last past, and that there is due and owing at this date on the principal sum of said debt, the sum of One Hundred and Ninety-four Dollars and Eight Cents ($194,08), as interest the sum of Six Dollars and Twenty Cents ($6,20), and as premium the sum of Two Dollars and Six Cents ($2,06), and for insurance the sum of Twenty six Dollars and Twenty-five Cents ($26,25). Plaintiff further says that the conditions of said mortgage have been broken, and that by reason of the failure on the part of said defendants to make said paymnts as aforesaid, said mortgage deed has become and has been declard absolute by the Board of Directors of this plaintiff.

Said defendants, Merkel Brothers, (a partnership) The Economy Supply Company, and The Pure Petroleum Product Company, have or claim to have some interest in or claim a lien against said premises or some part thereof, the exact nature of which are to this plaintiff unknown, but which this plaintiff claims are each subordinate to its said claim, and that its said mortgage deed is the first and best incumbrance against said property, and prays that they may be required to set up the same herein or be forever barred from asserting their respective interests, claims or liens therein,

Therefor plaintiff prays judgment against said defendants Charles F. Rouch, and Barbara C. Rouch in the sum of Two Hundred and Eighty-four Dollars and Fifty one Cents ($284,51) together with such monthly payments of interest and premium as may accrue from date hereof, that said mortgage may be foreclosed, said premises be ordered to be sold, and the proceeds arising from the sale thereof be applid in satisfaction of its said claim, and further prays for all further and necessary relief.

Dumas B. Ulery, Atty for Plaintiff.

State of Ohio, Franklin County ss.

Before me, a Notary Public, in and for Franklin County, and the State of Ohio, personally appeard W. D. James, who being first duly sworn under oath, says that he is the secretary of the Globe Building and Loan Association Company, plaintiff in the above entitled action, and that the facts stated and allegations made in this its foregoing petition, are true as he verily believes,

W. D. James.

Sworn to before me and subscribed in my presence this 25th day of February, A. D. 1902, (Seal) J. H. Culbertson, Notary Public.

8048 Precipe — To Clerk:- Issue summons in above entitled case directed to the Sheriff of Union County, Ohio, for Charles F. Rouch, and Barbara C. Rausch and indorse thereon "Petition in foreclosure and equitable relief" returnable according to law,

Dumas B. Ulery, Atty for Plaintiff.

8048 Summons — On March 8th, 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 Charles F. Rouch, and Barbara C. Rouch that they have been sued by The Globe Building and Loan Association Company in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of April A. D. 1902, the petition of said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken

as true and judgment rendered accordingly, You will make due return of this summons on the 17th day of March, A. D. 1902, Witness my hand and the seal of said Court, this 8th day of March, A.D. 1902,

(Seal) Chas Leuhorwood, Clerk.

Sheriff's Return,

Received this writ March 10th, A.D. 1902, at 5 o'clock P.M. and pursuant to its command, on the 11th day of March, A.D. 1902, I served the same by personally handing to the within named defendants, true and certified copies of this writ with all the endorsements thereon,

Fees: $ 3.51

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

8048 Waiver

On March 15th, 1902, the following Waivers were filed:-

The Globe Building & Loan Association Company - Plaintiff

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

Charles F. Roush et. al. — Defendants,

We, the undersigned, defendants in the above action, hereby waive the issuing of service and summons on us in the above suit, and voluntarily enter our appearance therein,

The Economy Supply Company
By H.V. Spicer, their Atty.

The Pure Food Petroleum Company
By H. V. Spicer, their Attorney.

Merkel Bros. by J.F. Millar, their Attorney.

8048 Answer

On April 13th, 1902, the following Answer was filed:-

The Globe Building & Loan Association Co. — Plaintiff.

Vs. Court of Common Pleas, Union County Ohio,

Charles F. Roush et. al. — Defendants,

The defendant, The Economy Supply Company, alleges that after making and delivery of the notes and mortgage set forth in the petition, towit, on the first day of August, 1898, this defendant secured a judgment against the said defendant, Charles F. Roush in the sum of $31.33 before T.P. Crotty, a justice of the peace in said County and costs of $2.10, and filed a transcript thereof in this Court on the 6th day of August, 1898, and issued execution thereon on the 9th day of June, 1899, and the Sheriff of Union County levied on the premises described in the petition of the plaintiff on the 9th day of June, 1899, and there have been additional costs of $4.16 and interest thereon of $5.72 which makes a total of $43.31, There is a credit of $19.00, August 21st, 1900, which leaves due and owing this defendant the sum of $24.21. This defendant concurs in the petition of the plaintiff in asking sale of said premises, This defendant further asks that this be declared next first lien after the said mortgage of plaintiff is satisfied and paid, and for all other necessary relief,

H. V. Spicer, Atty for Defendant.

State of Ohio, County of Union SS.

I, H. V. Spicer do solemnly swear that I am the Attorney of the defendant, The Economy Supply Co., in the above entitled action; that the facts stated in said Answer and Cross-Petition are within my own personal knowledge and that said defendant is not a resident of said County of Union, and that said facts are true as he verily believes,

H. V. Spicer.

Sworn to and subscribed before me this the 14th day of April, 1902.

Chas Leuhorwood

8048 Answer

8048 Entry

8048
Answer

On April, 13th, 1902, the following Answer was filed:-
The Globe Building & Loan Association Co. — Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Charles F. Roush et. al — Defendants.

The defendant, The Pure Petroleum Product Company, alleges that after making and delivering the notes and mortgage set forth in the petition, to-wit; on the 1st day of August, 1898, this defendant secured a judgment against the said defendant, Charles F. Roush in the sum of $30.00 before F. P. Crafty, a Justice of the Peace in and for said County, and costs for $2.10, and there have been additional costs of $4.16 and interest of $5.72, making in all $41.98 and there has been one credit of $19.00 made August, 21st, 1900, leaving a balance due and owing this defendant by said Charles F. Roush of $22.98.

And further it alleges that on the 6th day of August, 1898, it filed a transcript of the same in this Court and caused an execution to be issued on the 9th day of June, 1899, and a lien to be made on said premises on the 9th day of June, 1899. This defendant concurs in the petition in asking for the sale of said premises. And further asks that this lien be declared the third first lien, That the said mortgage be first satisfied, and that The Economy Supply Co. lien be satisfied, and that this be next satisfied, if there be sufficient to satisfy same, and for all necessary relief.

H. V. Speir, Atty for said Defd.

State of Ohio, Union County ss.

I, H. V. Speir being duly sworn say that I am the Attorney for the said defendant, The Pure Petroleum Product Co, in the above entitled case; that the said defendant is not a resident of the said County of Union, and that the facts stated in said Answer and Cross-petition are within my own personal knowledge and are true, as I verily believe.

H. V. Speir.

Sworn to and subscribed before me this the 17th day of April, 1902.
(Seal) Chas Culbertwood, Clerk

8048
Entry

On June 9th, 1902, the following Entry was filed:-
The Globe Building and Loan Association Co,
vs. Court Common Pleas, Union County, Ohio.
Charles F. Roush et. al,

This day the Court grants leave to make The Marion Supply and Oil Co. party defendant herein to file answer instanter; and the Court also on motion grants leave for Merkel Brothers to answer instanter, and cause continued.

8048
Answer

On June, 9th, 1902, the following Answer was filed:-
The Globe Building and Loan Association Company-Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Charles F. Roush and others — Defendants.

Now comes The Marion Supply and Oil Company, and having obtained leave of Court to be made a party to this action and to plead herein says, That it is a corporation duly incorporated under the laws of the State of Ohio; that on the 25th day of March, 1902, by the consideration of John W. Bill, a Justice of the Peace in and for Claibourne Township, Union

County, Ohio, a judgment was duly given in favor of this defendant against the defendant Charles F. Roush for the sum of Ninety-nine dollars and seven and four dollars and forty cents costs; that on the 26th day of March, 1902 a duly certified transcript of said judgment was filed in the office of the Clerk of Courts of said County of Union in the manner provided by law, at an additional cost of fifty cents; that said judgment thereby became a lien upon the premises described in the plaintiffs petition, and still is a valid and subsisting lien thereon. Wherefore this defendant asks that its degree of priority may be determined by the Court; that said premises may be ordered sold and its said claim ordered paid out of the proceeds of said sale; and for all proper equitable relief.

John F. Millar, Attorney for said Def't.

State of Ohio, Union County ss.

John F. Millar, being first duly sworn, says that he is Attorney for the above answering defendant; that said defendant is a non-resident of the said County of Union; and that the facts stated in the foregoing pleading are within affiants personal knowledge and are, as affiant verily believes, true,

John F. Millar.

Sworn to before me and subscribed in my presence by the said John F. Millar, this 12th day of May, A.D. 1902. (Seal) Chas Leinhorwood, Clerk

8048 Answer

On June 9th, 1902, the following Answer was filed:-

The Globe Building and Loan Association Company — Plaintiff.

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

Charles F. Roush and others,

Now come the defendants, Merkel Brothers and for their cross-petition herein allege; That they are a partnership formed for the purpose of doing business in the State of Ohio, that on the tenth day of August, 1898, by the consideration of T. P. Crafty, a Justice of the Peace in and for the Township of Claibourne, Union County, Ohio, these defendants, Merkel Brothers, obtained a judgment in their favor against the defendant, Charles F. Roush for the sum of Seventy-seven Dollars and eleven Cents and Three Dollars and Fifty-five cents costs; that a duly certified copy and transcript of the docket record of said judgment by said Justice and of his proceedings in relation thereto was duly filed in the office of the Clerk of Courts of said County on the — day of October, 1898, and then became a lien on the premises described in the petition; that execution was issued thereon and for the want of goods and chattels was on the 7th day of Oct. 1898 duly levied on said premises; that the sum of Forty-five Dollars was paid on said judgment on the 21st day of August, 1900, and that the remainder thereof, remains due and unpaid and constitutes a lien upon the said premises next in priority to plaintiffs claim thereon,

8048 Order of Sale

Wherefore these defendants ask their degree of priority may be determined by the Court; that said premises may be ordered sold and their said claim ordered paid out of the proceeds of said sale; and for all proper equitable relief.

John F. Millar, Atty for Defendants.

State of Ohio, Union County ss,

John F. Millar, being first duly sworn, says that he is the duly authorized Attorney for the above pleading defendants, who are non-residents of said County of Union and that the facts stated in the foregoing pleading are within affiant's personal knowledge and 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 12th day of May, A.D. 1902,

(Seal) Chas Leinhorwood, Clerk.

8048
Entry

On June, 10th, 1903, the following Entry was filed:-

The Globe Building and Loan Association Company- Plaintiff.

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

Charles F. Roush et. al. — Defendants.

This cause now coming on for hearing on the petition of the plaintiff, the answer and cross-petition of the defendants, The Economy Supply Company, The Pure Food Petroleum Company, Merkle Brothers, and The Marion Supply and Oil Company, and the evidence, the Court find that the said defendants, Charles F. Roush and Barbara C. Roush have each been duly served with summons in this case, and that they are each in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true.

The Court further find that the defendants have failed to pay the plaintiff the installments of dues, premium, interest and insurance as in the petition set forth, and that there is due to said plaintiff to the date of this decree the sum of Eleven Dollars and Eighteen Cents ($11.18) for interest, the sum of Three Dollars and Seventy-two Cents ($3.72) for premium, and the sum of Twenty-six Dollars and Twenty-five Cents ($26.25) for insurance, making in all together with the amount of principal remaining due, the sum of $236.23. The Court further find that in order to secure the regular payment of said dues, interest, premium and other installments, as well as those hereafter to become due, the said Charles F. Roush and Barbara C. Roush, his wife executed and delivered to this plaintiff their certain mortgage deed in the petition described and on the premises therein described, that said mortgage was on the 8th day of June, 1897, duly recorded in Vol. 40, Pages 61, and 62, of the Records of Mortgages of Union County, Ohio, and that the same is a good, valid and first lien on the premises described in the petition.

It is therefore considered by the Court that unless the said defendants shall within three days from the entry hereof, pay, or cause to be paid, to the said plaintiff the said sum of $236.23, so found due, and to the Clerk of this Court the costs, taxed thereto at $—, 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 return this proceedings to this Court for further order.

For good cause shown Perman publication dispensed with.

8048
Order of Sale

On June 20th, 1903, 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 10th day of June, 1903, The Globe Building and Loan Association Company obtained a judgment and decree against Charles F. Roush et. al. for the sum of Two Hundred and Thirty-six and 23/100 Dollars and $— costs of suit; and whereas it was then and there by said Court ordered, adjudged and decreed that the said Charles F. Roush et al. within three days from the 10th day of June A.D, 1903, pay unto the said The Globe Building and Loan Association Company the said sum of Two Hundred and Thirty-six and 23/100 Dollars with interest from the 10th day of June, 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 statute regulating judgments and Executions at law to sell the real estate described in plaintiffs petition &c, and whereas the three days aforesaid have fully expired and the said sum of Two Hundred

and Thirty-six and 33/100 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:-

Situated in the Village of Richwood, County of Union, in the State of Ohio, and described as follows: Being (40) Forty feet off of the South end of Lot Number (127) One Hundred and Twenty-seven and running back from Fulton Street the full width of said lot (33½) Thirty-three and one half feet, in said Village of Richwood, County of Union and State of Ohio, as shown on the Recorded plat of said Village of Richwood in the office of the County Recorder of said County of Union.

We, therefore, command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to Sale the above described real estate, under the statute regulating Sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein, and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof, and 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 June, A.D. 1902.

(Seal) Chas. C. Penhorwood, Clerk

By Milton Haines, Deputy.

Sheriff's Return,

In obedience to the command of the Order of Sale hereto annexed, I did, on the 24th day of June, 1902, summon M. H. Hall, T. J. Williams, Chas. C. Penhorwood, three disinterested freeholders residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards on the 24th day 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 ($450.) Four Hundred and Fifty Dollars, a certified copy of said appraisal I forthwith filed in the Office of the Clerk of the Court of Common Pleas of said County, And on the 26th day of June 1902, I caused to be advertised in the Richwood Gazette (a newspaper printed and published and of gneral circulation in Union County) said lands and tenements to be sold at public auction, at the door of the Court House of said County, on the 26th day of July, A. D, 1902, 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, towit, 5 consecutive weeks; and in pursuance to said notice, I did, on said 26th 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 The Globe Building and Loan Association Company who bid for the same the sum of Three Hundred ($300) Dollars, and said sum being two-thirds of the appraised value thereof, and said Company being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to it for said sum of Three Hundred Dollars.

Sheriff's Fees: $ 10.91
Appraisers " $ 3.00

S. F. Burnham, Sheriff.

8045 Legal Notice

8048 Entry

8048
Legal Notice

On July 26th 1902, the following Legal Notice and Proof was filed:-

The Globe Building and Loan Association Company. Order of Sale.

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

Charles F. Roush et. al. Dumas B. Ulery, 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 or about the hour of one o'clock P.M. on said day, the following described real estate, towit:- Situated in the township of Claibourne, County of Union and State of Ohio, and bounded and described as follows; Situated in the Village of Richwood, County of Union, and in the State of Ohio, and described as follows; Being (40) forty feet off of the South end of in lot number (137) one hundred and thirty-seven and running back from Fulton Street the full width of said lot (33½) thirty three and one half feet, in the Village of Richwood, County of Union and State of Ohio, as shown on the recorded plat of said Village of Richwood, in the office of the County Recorder of said County of Union. Appraised at Four Hundred and Fifty Dollars ($450). Terms of Sale, Cash.

S.F. Burnham, Sheriff.

State of Ohio, Union County ss.

I, Geo. H. Norden, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette, on the 26th day of June, 1902, and continued thereon 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H Norden.

Sworn to and subscribed before me, this 26th day of July, 1902,

(Seal) J.F. Millar, Notary Public.

8048
Entry

On Sept. 15th, 1902, the following Entry was filed:-

The Globe Building and Loan Association Company- Plaintiff.

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

Charles F. Roush et. al.- Defendants.

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered the the said Sheriff convey to the purchaser, The Globe Building and Loan Association Company, by deed, according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lien-holders, in said premises, so far as they may be paid herein, for the protection of its title; and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered upon 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 Three Hundred Dollars ($300), it is ordered that the Sheriff out of the money in his hands pay:-

First:- To the Treasurer of this County the taxes, penalty and interest against said property, towit:- the sum of Fifty-nine and 29/100 Dollars ($59.29).

Secondly:- The costs of this case, taxed at Fifty-two Dollars and Six Cents ($52.06).

And the Court finds that there is due to the plaintiff up to the present time on the mortgage set up in the petition, the sum of Two Hundred and Thirty-Eight Dollars and Twenty-three Cents ($238.23) and that said sum is the next first lien on the said premises, it is therefor ordered that the said Sheriff pay-

Thirdly: To the said plaintiff, or D. B. Ulery, its Attorney, the sum of

Two Hundred and Thirty-Eight Dollars, and Twenty-three Cents, ($238.23).
And there still remaining due to the said, The Globe Building and Loan Association Company, the sum of Forty-nine Dollars and Fifty-eight Cents ($49.58), execution is awarded against the said Charles F. Roush, and his wife, Barbara C. Roush, therefor.

Attest:-
Chas C Leuhorwood,
Clerk.

8078
Petition

3).
ou Association
8), execution
C. Roush,

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

Be it remembered that heretofore, towit, on May 23rd, 1902, the following petition was filed with the Clerk of said Court, towit:-

8078
Petition

Osborne E. Staley — Plaintiff
vs. Court of Common Pleas, Union County, Ohio.
Mary E. Staley — Defendant.

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.

That on the 6th day of October, 1897, he was married to the defendant at Union County, Ohio. That he has always been a kind and provident husband, yet the defendant during nearly all of their married life has been guilty of gross neglect of duty, failing to cook the plaintiffs meals and often he was he was compelled to come in from the field and cook his own meals and often had to go without any dinner although there was abundance of food in the house.

That at the time of his marriage he had a son about six years old by a former wife now deceased and it was agreed before his marriage to the defendant that said child was to live with the parties and be cared for by the defendant as her own yet disregarding her duty on September the 5th, 1899, she told the plaintiff if he did not keep the child away from her she would kill the child, and the plaintiff was compelled to send the child to the childs grandfathers on its mothers side to live in order to protect it from home.

Plaintiff further says that the defendant in addition to her abuse of his child, has been cruel and abusive to the plaintiff, striking and beating the plaintiff at different times, threatening and attempting to scald him with hot coffee, and at all times when mad, would use profane, indecent and abusive language to the plaintiff calling him indecent and vulgar names to indecent to be put in this petition and accusing him wrongfully of being familiar with other women, and was contrary and stubborn when out of humor, at all times without any fault of the plaintiff whatever.

Plaintiff is the owner of all their household goods and effects except one sewing machine and sink, and her pictures, and her bed clothes which the plaintiff is willing she may take, but the defendant is threatening to take all of his chickens amounting to almost 90 head, two beds, chairs, for use in family, bro lounge, three stands, two bureaus, two tables, two stoves, canned fruit, meat and lard, and all the dishes in the house excepting a few that belongs to defendant, such as a pitcher, water stand &c.

He is also entitled to all the carpets in the house as his own, except one which his wife claims and which he has agreed to pay her $3.20 for, and which he hereby agrees to do, and one kitchen carpet belongs to the defendant.

The defendant is now threatening to enter his house and take and carry away his household goods or a part thereof and appropriate the same to her own use, and that she is wholly insolvent and the same will make a great and irreparable damage to the plaintiff unless restrained by the Court. Plaintiff therefore asks that the Court issue a temporary injunction to restrain the defendant from in any way interfering with the plaintiff or his household goods, or anything belonging to him until the final trial by the Court, and that upon the final hearing of this

case that he be granted a complete divorce from the defendant, and for all proper relief in the premises. J. M. Kennedy, Atty for Plaintiff.

The State of Ohio, Union County ss.

Osborne E. Staley being duly sworn says the facts and allegations of the forgoing petition are true, Osborne E. Staley.

Sworn to and subscribed by the said Osborne E. Staley before me this 22nd day of May, 1902, (Seal) J. M. Kennedy, Notary Public.

To the Clerk:- Issue summons and copy of petition in the within case to the Sheriff of Union County, Ohio, indorsed, Divorce prayed for, and Injunction allowed. J. M. Kennedy, Atty for Plaintiff.

8104 Petition

8078 Summons

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

You are commanded to notify Mary E. Staley, that Osborne E. Staley 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 that injunction be allowed and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ. You will make due return of this summons on the 2nd day of June A.D. 1902, Witness my hand and seal of said Court at Marysville this 24th day of May, A.D. 1902, — Chas E. Sunhorwood, Clerk

(Seal) By Minnie Sunhorwood, Deputy.

Indorsed:- "In action for divorce, Injunction allowed."

Sheriff's Return,

Received 4 o'clock P.M. on the 24th day of May, A.D. 1902, and on the 26th day of May, A.D. 1902, 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: $2.78 (Seal) S. F. Burnham, Sheriff.

8078 Entry

On Sept. 26th, 1902, the following Entry was filed:-

Osborne E. Staley,
vs.
Mary E. Staley. Court of Common Pleas, Union County, Ohio.

This day this case came on for hearing upon the petition of plaintiff, the defendant being in default for answer and demurrer, and the Court having heard the testimony and being fully advised in the premises finds that the defendant has been guilty of Gross neglect of duty.

It is therefor considered, ordered and adjudged by the Court that the plaintiff have a complete divorce from the defendant, each party released from the obligations, and the plaintiff to pay the costs taxed —x—.

Attest:- Chas E. Sunhorwood. Clerk

8104 Precipe

8104 Summons

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the January Term, A.D. 1903.

Be it remembered that heretofore, towit, on August 23rd, 1902, the following petition was filed with the Clerk of said Court, towit:-

Son Yoder by A. Yoder his next friend — Plaintiff.

vs.

E. H. Moore — Defendant.

8104 Petition

Court of Common Pleas, Union County, Ohio.

Petition.

Plaintiff is an infant under the age of twenty-one years and brings this action by A. Yoder his next friend.

The plaintiff herein says that on or about the 25th day of January that the defendant who was then an acting Justice of the Peace in Leesburg Township, Union County, Ohio, unlawfully and without just cause maliciously arrested and imprisoned said plaintiff for — hours on or about said 25th day of January, 1902, on a pretended charge of larceny and compelled plaintiff to submit to a hearing before said Justice upon said pretended charge of larceny and that said plaintiff was then released from custody under said charge, and again on said 25th day of January, 1902, said defendant arrested said plaintiff unlawfully and without just cause and again brought said plaintiff before said defendant who was then an acting Justice as hereinbefore set out and assessed a fine of $3.00 and costs on said pretended charge and unlawfully and without cause sentenced said plaintiff to ten days imprisonment in the Jail of Union County, Ohio, and said plaintiff was unlawfully and without cause imprisoned by said defendant from the 28th day of January, 1902, until the 1st day of February, 1902, in the said Jail of said County.

That plaintiff was compelled to employ counsel at an expense of $10.00 (ten dollars) to obtain his release from imprisonment.

That by reason of the premises the plaintiff has been greatly injured in his credit and reputation and by the expenditure of money in the amount of $25.00, to his damage in the sum of One Thousand Dollars for which he asks judgment.

H. T. Hooper, Atty for Plaintiff.

State of Ohio, Union County ss.

A. Yoder being duly sworn says the foregoing facts are true as he verily believes.

A. Yoder

Sworn to and subscribed in my presence this 23rd day of August, 1902.

(Seal) Chas. E. Leinhorwood, Clerk.

Clerk:-

8104 Precipe

Issue summons for above defendant directed to the Sheriff of Union County, returnable according to law. Endorse thereon "action for damages amount claimed $1000.00 xx".

H. T. Hooper, Atty for Plaintiff

8104 Summons

On August 23rd, 1902, the following Summons was issued:-

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

You are hereby commanded to notify E. H. Moore that he has been sued by Son Yoder by A. Yoder his next friend in the Court of Common Pleas of Union County, and must answer by the 20th day of September A. D. 1902, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 1st day of Sept. A.D. 1902. Witness my hand and the seal of said Court, this 23rd day of August A.D. 1902. (Seal)

Chas Southorwood, Clerk
By Milton Haines, Deputy.

Endorsed:- In action for damages, $1000.

Sheriff's Return.

Recivrd this writ Aug. 23rd. A.D. 1902, at 5 o'clock P.M. and served same by leaving at the usual place of residence of E.H. Moore a true and certified copy of this writ with all the endorsements thereon, Aug. 25th, 1902,

S.F. Burnham,
Sheriff.

Sheriff's Fees: $2.30

8104 Entry

Lou Yoder by A. Yoder.
Vs.
E.H. Moore.

Court of Common Pleas, Union County, Ohio.
Sept. 15th, 1902.

This day on motion of the defendant leave was granted to answer herein in 20 days.

8104 Motion

On Oct. 4th, 1902, the following Motion was filed:-

Lou Yoder by A. Yoder his next friend — Plaintiff.
Vs.
E.H. Moore — Defendant.

Court of Common Pleas, Union County, Ohio.

The defendant moves the Court to require the plaintiff to separately state and number his different causes of action in his petition

Porter & Porter, Attys for Defendant.

8104 Entry

On October, 10th, 1902, the following Entry was filed:-

Lou Yoder by A. Yoder
Vs
E.H. Moore.

Court of Common Pleas, Union County, Ohio.
Oct. 10th, 1902.

This day this cause came on to be heard upon the motion of the defendant to require the plaintiff to separately state and number the causes of action in his petition filed herein; and was argued by counsel and submitted to the Court; whereupon the Court after due consideration sustains said motion, to which plaintiff by his counsel then and there excepts; and on motion of the plaintiff 30 days leave is granted to file an amended petition herein, and cause continued.

8104 Amended Petition

On November, 10th, 1902, the following Amended Petition was filed:-

Lou Yoder by his next friend — Plaintiff.
Vs.
E.H. Moore — Defendant.

Court of Common Pleas, Union County, Ohio.

Plaintiff is an infant under the age of twenty-one years and brings this action by A. Yoder his next friend.

The plaintiff herein says that on or about the 25th day of January, 1902, that the defendant who was then an acting Justice of the Peace in Leesburg Township, Union County, Ohio, unlawfully, forcibly and without just cause maliciously arrested and imprisoned said plaintiff for — hours on or about said 25th day of January, 1902, on a pretended charge of

larceny and compelled plaintiff to submit to a hearing before said Justice upon said pretended charge of larceny and that said plaintiff was then released from custody under said pretended charge; and that by reason of the premises the plaintiff has been greatly injured in his credit and reputation to his damage in the sum of Two Hundred Dollars for which he asks judgment.

Second Cause of action:-

Said plaintiff says as in his first cause of action that he is an infant under the age of twenty-one years and brings this action by A. Yoder his next friend and says as in his first cause of action that said E.H. Moore on the 25th day of January, 1902, was an acting Justice of the Peace in Leesburg Township, Union County, Ohio, and that after the hearing set out in said first cause of action herein and after the release of this plaintiff as therein set out said E.H. Moore, unlawfully, forcibly and without just cause maliciously arrested said plaintiff and again brought said plaintiff before said defendant who was then an acting Justice of the Peace as hereinbefore set out and assessed a fine of $3.00 and costs against this plaintiff on said pretended charge as set out herein in said first cause of action, and unlawfully, forcibly and without cause imprisoned by said defendant from the 28th day of January 1902, until the 1st day of Feb. 1902, in said Jail of said Co. That plaintiff was compelled to employ counsel at an expense of $10.00 to obtain his release from imprisonment. That by reason of the premises the plaintiff has been greatly damaged in his credit and reputation by the expenditure of money in the amount of $25.00 and in all to his damage in the sum of Five Hundred Dollars for which he asks judgment.

H.T. Hooper, Atty for Plaintiff.

State of Ohio, Union County, ss.

A. Yoder being duly sworn says the foregoing facts are as he believes true,

A. Yoder.

Sworn to and subscribed in my presence this 18th day of Nov. 1902.

(Seal) J.M. Kemuldy, Notary Public.

8104 Entry — On Dec. 12th, 1902, the following Entry was filed:-

Lou Yoder by A. Yoder
vs.
E.H. Moore

Court of Common Pleas, Union County, Ohio.
Dec. 12th, 1902.

By agreement of parties the amended petition herein is filed as of Nov. 10th, 1902.

8104 Answer — On January 7th, 1903, the following answer was filed:-

Lou Yoder by A. Yoder his next friend — Plaintiff.
vs.
E.H. Moore — Defendant.

Court of Common Pleas, Union County, Ohio.

The defendant answers to the amended petition of plaintiff, and admits, that the plaintiff Lou Yoder is a minor under twenty-one years of age; and admits that upon the proper affidavit being filed, charging the said Yoder with the offense of larceny, in stealing a leather horse collar, the defendant, who is a Justice of the Peace duly elected, qualified and acting as such in Leesburg Township, in said County of Union, did issue his warrant for said Yoder, who by virtue thereof was brought before said defendant, as such Justice of the Peace.

That the said Yoder, when the contents of said affidavit were read, and made known to him, he, after hearing said charge, pleaded guilty to the same and admitted that he did steal, take, and carry away said leather horse-collar.

The defendant denies that the plaintiff was then released from custody, under said charge, as alleged by the plaintiff, and the defendant denies each and every allegation and statement of said petition, not herein expressly admitted to be true.

II. For second ground of defense defendant says, that after said plea of guilty of said charge, by said Yoder, said Justice, at the suggestion, and at the request of said Blumenschein, the prosecuting witness, consented to assess only the costs against him, as a punishment for said offense, if he, the said Yoder, would pay said costs at once, But on said Yoder saying that he had no money with him to pay the costs, but said that he had the money to pay the same at home, and would be compelled to go there to get the money to pay the same, which was consented to by said prosecuting witness, and permitted by said defendant, as such Justice of the Peace, on condition that said Yoder should bring the money on that same day, towit, on January, 25th, the day of his arraignment, and said plaintiff did go home, accordingly, for the money as he claimed; but the said Yoder failed to return to the office of said Justice of the Peace, on said day as he had agreed, and he failed to return until said Justice had to send the Constable for him again, But, when brought to the office of said Justice, he failed and refused to pay said costs, or any part thereof, and the said Yoder having plead guilty as aforesaid, and not desiring to withdraw or change said plea of guilty, and refusing to pay said costs, this defendant, as such Justice of the Peace was compelled to, and did assess a penalty, under the law, against said Yoder for said offense, and which this defendant avers that it was his duty to do.

Having fully pleaded, defendant asks to be dismissed, and that he may recover his costs.

Porter & Porter, Attys for Defendant.

E.H. Moore, the defendant herein, being sworn, makes oath, that the facts stated in the foregoing answer are true, as he believes.

E.H. Moore.

Sworn to by E.H. Moore, the defendant before me, and signed by him in my presence this 7th day of January, A.D. 1903.

(Seal)

E.H. Porter, Notary Public,
Union County, Ohio.

8104 Motion

On January 8th, 1903, the following Motion was filed:-

Lou Yoder by A. Yoder his next friend — Plaintiff

vs.

E.H. Moore — Defendant.

Court of Common Pleas, Union County, Ohio.

The defendant herein, moves the Court to order and require the above named A. Yoder, who sues as the next friend of Lou Yoder, to give security for the costs of this action, because said A. Yoder is wholly insolvent, and nothing can be made out of him by law. And the said Lou Yoder is also insolvent and nothing can be made from him on execution.

Porter & Porter, Attorneys for Defendant.

8104 Entry

8104 Reply

8104 Entry

8104 Entry

8104 Entry

On January, 9th, 1903, the following Entry was filed:-

Lou Yoder by A. Yoder,
vs.
E. H. Moore,

Court of Common Pleas, Union County, Ohio.
Jan. 9th, 1903.

This day this cause came on to be heard on motion of defendants for security for costs, and the Court after hearing arguments of Attorneys, and being advised in all matters overrules said motion.

8104 Reply

On January 13th, 1903, the following Reply was filed:-

Lou Yoder by A. Yoder his next friend — Plaintiff.
vs.
E. H. Moore — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff herein and denies each and every allegation in said defendants answer that are not admitted in the petition and prays as in said petition. U. T. Hoopes, Atty for Plaintiff.

State of Ohio, Union County ss.

A. Yoder being first sworn says the allegations in the foregoing answer are as he believes true. A. Yoder.

Sworn to and subscribed in my presence this 13th day of January, 1903. (Seal) Chas Tenhorwood, Clerk

8104 Entry

On Jan. 15th, 1903, the following Entry was filed:-

Lou Yoder by A. Yoder.
vs.
E. H. Moore

Court of Common Pleas, Union County, Ohio.
Jan. 15th, 1903

This day came the parties herein, by their Attorneys; also came the following named persons as Jurors, towit:- Charles Curry, Alfred Amerine, A. G. Belleville, Frank Robinson, John D. Robinson, Jasper Graham, Joseph Storey, C. A. Brown, Foster Bennett, John Evans, John F. Wilkins and William Stillings, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence, And the said Jury having heard the evidence, and the argument of counsel in part, said cause was continued until tomorrow morning at 9 o'clock.

8104 Entry

Lou Yoder by A. Yoder.
vs.
E. H. Moore

Court of Common Pleas, Union County, Ohio.
Jan. 16th, 1903.

This day again came the parties by their Attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded. And the said Jury having heard all the testimony adduced, 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 Forman 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 Two Hundred and Sixty ($260).

Dated Jan. 16th, 1903 J. B. Robinson, Forman

8104 Motion

On January, 19th, 1903. the following Motion was filed:-

Lou Yoder by A. Yoder his next friend—Plaintiff.

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

E. H. Moore—Defendant.

Now comes the defendant E. H. Moore, by Porter & Porter, his Attorneys and files this motion in the above entitled case, and moves the Court for a new trial in said cause, and that the verdict of the jury in said cause be set aside for the following reasons, to-wit:-

1. That the verdict given by the jury in this case, is contrary to law, and against the weight of the evidence.

2. That the charge of the Court to the jury in said case was erroneous, and against the facts in the case.

3. That the Court erred in the trial of this cause as to the law of the same, as shown by the charge to the jury herewith filed.

4. That said verdict was rendered for the plaintiff and against the defendant when by the law of the land, and the facts of the case the verdict and the judgment thereon should have been given for the defendant.

The defendant therefore asks that said verdict and judgment be set aside, and a new trial granted in said cause.

Porter & Porter, Attys for Defendant.

8104 Entry

Lou Yoder by A. Yoder.

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

E. H. Moore. Jan. 23rd, 1903.

This day this cause came on to be heard upon the motion of defendant to vacate and set aside the verdict of the jury rendered herein and grant a new trial.

Whereupon the Court after hearing the arguments of counsel, overrule said motion to which ruling and decision of the Court, the defendant by his counsel then and there excepts.

It is therefor considered by the Court that the said Lou Yoder by A. Yoder Plaintiff, recover from the said E. H. Moore, defendant, the sum of Two Hundred and Sixty Dollars, as heretofore, by the verdict of the jury, found due, with interest from the first day of this term, together with the costs of plaintiff herein expended taxed to $—. And the Court fixes the amount of Supersedeas Bond at $100.

8104 Entry

On January, 26th, 1903. the following Entry was filed:-

Lou Yoder by A. Yoder his next friend.

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

E. H. Moore —

For value received I hereby assign one half of the judgment in the above case to H. T. Hooper.

A. Yoder.

8104
Entry

On March, 18th, 1903, the following Entry was filed:-
Lou Yoder by A. Yoder his next friend — Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
E. H. Moore — Defendant.

Now comes the defendant, E. H. Moore, and presents to the Court here his bill of exceptions, to the overruling of his said motion for a new trial in the above entitled cause, and the same is allowed, signed sealed, and ordered to be placed on file, and made a part of the record in this case.

March, 17th, 1903.

Duncan Dow, Judge.

Attest: Chas. L. Southorwood. 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 January Term, A.D. 1903.

Be it remembered that heretofore, towit, on December, 1st. 1899, the following petition was filed with the Clerk of said Court, towit:-

7723 Petition

William I. Hitchcraft, Henry E. Dickinson, Jasper N. Richardson, partners, under the firm name of The Mt. Victory Bank ... Plaintiffs

Court of Common Pleas. Union County, Ohio.

Vs.

H. L. and C. M. Green, H. Hellwood, and Rebecca Dille ... Defendants,

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 H. Hellwood, was the only defendant served with process, all the others not 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 copy with all the credits and indorsements thereon towit:-

"Mt. Victory, Ohio April, 9th, 1894.

90 days after date for value received we jointly and severally, makers and indorsers promise to pay Rebecca Dille, or order Fifteen Dollars, with interest at eight per cent per annum after due, to be paid annually, Payable at the Mt Victory Bank. H. L. & C. M. C. Green."

$15.00 H. Hellwood."

That a credit of $7.52 has been given on said note, but at what date and time, does not appear. That said note has been duly assigned and transferred to plaintiff by the said Rebecca Dille and the plaintiffs are now the legal owners and holders of said promissory note, and there is now due and unpaid to the plaintiffs on said note from the defendant, H. Hellwood, the said sum of Fifteen Dollars, with 8 per cent payable annually from the 9th day of July, 1894, subject to said credit of $7.52,

For the amount due with the said interest the plaintiffs ask judgment, and they ask all further relief to which they may be entitled against said defendant, H. Hellwood,

Thornton, Porter & Porter, Attys for Plaintiff.

John I. Porter being sworn makes oath that he is one of the Attorneys for plaintiffs in this case, 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 herein stated to be true.

John I. Porter.

Sworn to by John I. Porter before me and signed by him in my presence this 29th day of November, 1899.

(Seal)

J. N. Gosnell, Clerk of Court.

7723 Answer

On January, 11th, 1902, the following Answer was filed:-

William I. Hitchcraft, Henry E. Dickinson, Jasper N. Richardson, Partners under the firm name of The Mt. Victory Bank ... Plaintiffs

Court of Common Pleas. Union County, Ohio.

Vs.

H. L. and C. McGreen, H. Hellwood, and Rebecca Dille ... Defendants,

Separate Answer of H^m Hellwood.

This defendant now comes and for his separate answer herein says; He denies that he is in any way indebted to the plaintiff on the promissory note described in the plaintiff's petition, and says that soon after said note became due the same was fully paid, this defendant therefore denies that there is any thing due the plaintiff on said note, and asks to go hence without day and recover his costs herein.

A. T. Hooper and D. H. Ayers, Attorneys for defendant.

State of Ohio, Union County ss.

H^m Hellwood, being first duly sworn says the facts stated and allegations in the foregoing answer are as he believes true.

H^m Hellwood.

Sworn to before me and signed in my presence by H^m Hellwood, the 11th day of January, 1902. (Seal)

W. M. Tetsworth,
Notary Public.

7723 On January 5th, 1903 the following Entry was filed:-

Utterback, Dickinson & Richardson,
Vs.
H. M. Green et. al.

Court of Common Pleas, Union County, Ohio.
Jan. 5th, 1903.

This cause being this day called for trial, and the plaintiffs failing to appear in person or by Attorney, the action is hereby dismissed at plaintiffs costs without prejudice to a future action.

It is therefor considered by the Court that the defendants recover of the plaintiffs their costs herein expended taxed to $—.

It is further ordered and adjudged by the Court that the plaintiffs pay the costs by them made in this action taxed to $—, and that upon failure to pay the costs above mentioned, execution issue therefor.

Attest:
Chas. C. Fulhorwood,
Clerk

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

Be it remembered that heretofore, towit, on April 19th, A.D. 1903, the following petition was filed with the Clerk of said Court, towit:-

8049 Petition

Earl Watts and Horace Watts — Plaintiffs.

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

D. E. Miller — Defendant.

The plaintiffs say, that on the first day of November, A.D. 1901, the plaintiff Earl Watts, entered into the service of the defendant at his requst, as agent, to sell and dispose of a certain farm belonging to said defendant, situate in the Township of Washington, County of Union, and State of Ohio, and consisting of about one hundred and sixty-one acres, more or less, at the stipulated price of Eight Thousand Dollars ($8000)

That the defendant, agreed to pay said plaintiff the sum of two per cent. on said $8000. or One Hundred and Sixty Dollars, less Twenty-five Dollars, which it was agreed should be paid to one, J. M. Sanders, thus leaving a balance of One Hundred and Thirty-five Dollars, as said plaintiff's compensation for said services.

That afterwards, towit, on the 11th day of November, 1901, the said Earl Watts, and the said Horace Watts, entered into an agreement to carry out, together the said contract, between Earl Watts and the defendant, That on the 30th day of December, 1901, the said Horace Watts, with the full knowledge and consent of said defendant, and as his agent, took one L. A. Dixon to view said farm for the purpose of said sale.

That on January, 13th, 1902, the plaintiff sold said farm for the benefit of the defendant to said Dixon for said stipulated price of $8000, and have duly performed all the conditions of said contract on their part to be performed, That said Miller accepted the terms of said sale and acted in accordance with the terms of the contract of sale, and executed his deed to said Dixon and accepted the consideration therefor.

The defendant has not paid said sum of One Hundred and Thirty-five Dollars, or any part thereof, and there is now due from the defendant to the plaintiffs therefor, the sum of One Hundred and Thirty-five Dollars, with interest from said 13th day of January, A.D. 1902.

The plaintiff therefore asks judgment for said sum of $135.00, with interest from the 13th day of January, 1902, and for all other and further relief to which they may be entitled.

Porter & Porter, attys for Plaintiffs.

Horace Watts, being sworn makes oath that the facts stated in the foregoing petition are true as he believes,

Horace Watts.

Sworn to by Horace Watts before me and signed by him in my presence this 19th day of April, 1902. (Seal) Chas. E. Sunderwood, Clerk

To the Clerk:-

Issue a summons in the above entitled case, against the defendant, returnable according to law, endorse "amount claimed $135.00 with interest from January, 13th, 1902,

Porter & Porter, Attorneys for Plaintiffs.

Apr. 19th, 1902.

8049 Summons

8049 Answer

8049 Entry

8049
Summons

On April 19th, 1902, the following Summons was issued:-
The State of Ohio, Union County, ss. — To the Sheriff of the County of Union, Greeting:-
You command you to notify David E. Miller that he has been sued by Earl and Horace Watts, in the Court of Common Pleas of Union County, and that unless he answers by the 17th day of May, A.D, 1902, the petition of said plaintiffs against him filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 28th day of April A.D, 1902.
Witness my hand and the seal of said Court, this 19th day of April, A.D, 1902.
(Seal) Chas C Leuhorwood, Clerk.
Endorsements: "In action for money amount claimed $135.00 with interest from Jan. 13th, 1902."

Sheriff's Return.

Received this writ Apr. 21st. A. D, 1902, at 8 o'clock A. M. and pursuant to its command, on the 23rd day of April, A. D, 1902, I served the same by personally handing to the within named David E. Miller, a true and certified copy of this writ with all the endorsements thereon.
Fees:- $2.62
S. F. Burnham, Sheriff.

8049
Answer

On Sept. 15th, 1902, the following Answer was filed:-
Earl Watts and Horace Watts — Plaintiffs.
Vs. Court of Common Pleas, Union County, Ohio.
D. E. Miller — Defendant.
Now comes the defendant herein, and denies each and every allegation in said petition contained, except that D. E. Miller sold to J. A. Dixon, on or about the 13th of January for the sum of $8000, his farm.
Said defendant asks to go hence at the costs of this plaintiff.
D. E. Miller.

The State of Ohio, Union County ss.
The said D. E. Miller, being sworn says the allegations in the foregoing answer are as he believes true.
D. E. Miller.
Sworn to and subscribed in my presence this 13th day of Sept. 1902.
(Seal) James McCampbell,
Notary Public.

8049
Entry

Earl Watts et. al.
Vs. Court of Common Pleas, Union County, Ohio.
D. E. Miller
Sept. 26th, 1902.

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, towit:- Thomas Elson, Samuel Hensley, H. G. Snodgrass, W. C. Crist, Silas Hedges, M. M. Connor, Moses George, S. A. McNeil, Burt A. Hayes, David Austin, Wesley Newhouse, and J. J. Scott; 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, towit:- We, the jury, being duly impaneled, sworn and affirmed, find the issues in this case in favor of the defendant. Dated Sept. 26" 1902.— S. A. McNeil, 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 recover from the said plaintiffs his costs herein expended taxed to $ —.
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 September Term, A. D. 1902.

Be it remembered that heretofore, towit, on April, 15th, 1902, the following petition was filed by the plaintiff with the Clerk of said Court, towit:-

8066 Petition

Ellen Withrow — Plaintiff.

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

Robert Withrow — Defendant.

Affidavit

Plaintiff says she has been a resident of the State of Ohio, for more than a year last past, and is now a resident of Union County, Ohio. That she was married in Union County, Ohio, to the defendant, August, 9th, 1892, That she was a faithful and obedient wife to the defendant, yet he disregarding his duties as a husband has been guilty of wilful abandonment and gross neglect of duty toward the plaintiff and her children, wholly abandoning her and her children on the 1st day of February, 1900, wholly neglecting and failing to provide her a home or any means of support, and she has been compelled to appeal to the charity of her father and support herself by her own labor ever since, said defendant having never furnished her one cent since he left her. They had born to them during their married life, Earl Withrow about 9 years old, Lissa about six years old, William, about two years old. Plaintiff therfore prays that upon the final hearing of this case, she be granted a complete divorce from the defendant, that she be decreed the care, custody and control of the said children and for all proper relief in the premises.

Ellen Withrow by J. M. Kennedy, Her Atty.

Affidavit.

The State of Ohio, Union County ss.

Ellen Withrow, the above plaintiff being first duly sworn says that the residence and Post Office address of the defendant is unknown to the plaintiff, That she is unable to learn the same by diligent effort, That this is one of the cases provided by law for publication.

Mrs. Ellen Withrow.

Sworn to and subscribed before me this 15th day of April, 1902.

(Seal) J. M. Kennedy,

Notary Public.

8066 Proof of Publication

On June, 9th, 1902, the following Legal Notice and Proof was filed:-

Legal Notice

Robert Withrow, whose place of residence is unknown to the plaintiff, will take notice that Ellen Withrow, his wife, filed her petition in the Court of Common Pleas of Union County, Ohio, on the 15th day of April, 1902, No. 8066, praying for a divorce and the custody of their minor children, Earl Withrow Lissa Withrow and William Withrow.

Said cause will be for hearing on and after six weeks publication and unless said defendant answer, said petition will be held true.

J. M. Kennedy, Attorney. Ellen Withrow.

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 Union County

Journal, a newspaper of gneral circulation in the County of Union, said publication brginning with April 17th, 1902.

A. J. Hare.

Sworn to and subscribed bfore me this 9th day of June, 1902.

(Seal) Chas C Smithorwood, Clerk

8066 Entry

On Sept. 15th, 1902. the following Entry was filed:-

Ella Hitbrow.

-vs-

Robert Hitbrow.

Court of Common Pleas, Union County, Ohio.

Sept. 15th, 1902.

This day, the Court having formerly heard the evidence in this case; and the defendant bring in default for answer and demurrer, the Court finds that the defendant has been guilty of gross neglect of duty as alleged in the petition.

It is therfore ordered by the Court that the marriage contract heretofore existing between Ella Hitbrow and Robert Hitbrow be, and the same hereby is, dissolved, and both parties are released from all obligations of the same.

It is further ordered by the Court that the plaintiff be awarded the custody, care, education and control of the minor children of the parties hereto, until the further order of this Court; and that the plaintiff pay the costs of this action.

Attest: Chas C Smithorwood, 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. 1903.

Be it remembered that heretofore, towit, on March, 21st. 1903, the following petition was filed with the Clerk of said Court, towit:-

8172 Petition.

Albert Adams, as Executor of John Robinson, deceased — Plaintiff.

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

U. G. Kilbury, John F. Kilbury and H. H. Kilbury — Defendants.

The plaintiff says:- That on the 20th day of June, A.D. 1903, one John Robinson, died, leaving a will, whereby he nominated and appointed plaintiff sole executor thereof, which will was on the 1st day of July, A.D. 1902, duly admitted to Probate in the Probate Court of Union County, Ohio, and letters testamentary were on said 1st day of July, A.D. 1902, by the said Court, duly issued thereon to the plaintiff, who thereupon duly qualified and entered on the duties of his trust.

The said defendants are indebted to plaintiff, as such executor, on a promissory note, of which the following is a copy, towit:-

"$173.00 March, 4th, 1897.

One year after date, we promise to pay to the order of John Robinson One Hundred and Seventy-three Dollars, The interest, or interest part of the principal may at any time after maturity be paid, without effecting our individual responsibility, at eight per cent interest payable annually until paid. Value received."

U. G. Kilbury.
John F. Kilbury.
H. H. Kilbury."

There are no credits or indorsements upon the said note. There is due plaintiff, as such Executor from the said defendants, the sum of One Hundred and Seventy-three ($173) Dollars, which he claims with interest thereon at the rate of eight per cent per annum payable annually, from the 4th day of March, A. D. 1897, as stipulated in the said promissory note.

Wherefore, plaintiff, as Executor aforesaid, prays judgment against the said defendants in the sum of One Hundred and Seventy-three ($173) Dollars, with interest thereon at the rate of eight per cent per annum from the 4th day of March, A. D. 1897, payable annually and his costs in this behalf expended.

James McCampbell,
Attorney for Plaintiff.

The State of Ohio, Union County ss.

James McCampbell, being sworn says; that he is the Attorney of the plaintiff above named, and duly authorized herein, That the foregoing pleading is founded upon a written instrument for the payment of money only, which said instrument is now in affiants possession; and that the facts stated in the said pleading are, as affiant believes, true.

James McCampbell.

Sworn to before me, and subscribed in my presence this 21st day of March, A.D. 1903. (Seal) Chas Pentherwood, Clerk

8172 Precipe

To Clerk:-

Issue summons to the above named parties defendant, indorsed, "Action for money only. Amount claimed, $173.00 with interest thereon at eight per cent per annum, payable annually from March, 4th, 1897.

James McCampbell,
Attorney for Plaintiff.

8172 Summons

8172 Entry

8172 Summons

On March, 21st, 1903, the following Summons was issued:-
The State of Ohio, Union County ss. — To the Sheriff of Union County:-
You are hereby commanded to notify, U. G. Kilbury, John T. Kilbury, and H. H. Kilbury that they have been sued by Albert Adams, Executor, in the Court of Common Pleas of Union County, Ohio, and must answer by the 18th day of April, 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 30th day of March, A.D. 1903.
Witness my hand and the seal of said Court, this 21st day of March, A.D. 1903.
(Seal) Chas. Leuhorwood, Clerk

Endorsements.

"Dw action for money, amount claimed $173, at 8% from Mar. 4th, 1897, payable annually."

Sheriff's Return.

Received this writ March, 22nd, A.D. 1903, at 8 o'clock, A.M. and served same by personally handing to John T. Kilbury, and by leaving at the usual place of residence of H. H. Kilbury, true and certified copies of this writ with all the endorsements thereon, March, 24th, 1903.
S. F. Burnham, Sheriff.
And on March 26th, 1903, I personally handed to U. G. Kilbury a true and certified copy of this writ with all the endorsements thereon.
Sheriff's Fees:- $5.20
S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8172 Entry

On April, 27th, 1903, the following Entry was filed:-
Albert Adams, Executor &c.
Vs.
U. G. Kilbury et. al.
Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff, by his Attorney, and the defendants, and each of them, bring in default for answer and demurrer. The Court finds the allegations of the petition, are confessed by them, and each of them, to be true, and the Court further finds that there is due the plaintiff from the defendants, U. G. Kilbury, John T. Kilbury and H. H. Kilbury, on the promissory note set forth in the petition, with interest as stipulated in said note, to the first day of this term, the sum of $269.86. It is, therefor, considered and adjudged by the Court, that the said plaintiff recover from the said defendants, the said sum of $269.86, with interest at the rate of eight per cent per annum from the first day of this term, together with his costs in this behalf expended taxed to $—.
And it being made to appear to the Court that the defendant, U. G. Kilbury, signed the promissory note herein sued on as Principal; and that the said defendants, John T. Kilbury, and H. H. Kilbury, signed the said promissory note as sureties for their said co-defendant, U. G. Kilbury, the Court finds that the said U. G. Kilbury, is the principal debtor; and that the said John T. Kilbury and H. H. Kilbury are sureties in the above judgment; and it is ordered that execution issue in the premises accordingly.

Attest:
Chas. 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. 1903.

Be it remembered that heretofore, towit, on Nov. 28th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8137 Petition

Harry H. Courter — Plaintiff.

vs.

Court of Common Pleas. Union County, Ohio.

Lillie Adelaide Courter — Defendant.

Harry H. Courter, the above complainant says, that he is an actual resident of said County of Union, and has been a bona fide resident of the State of Ohio, continuously for more than one year last past.

That he and the defendant, Lillie Adelaide Courter were married to each other on or about the 24th day of March, 1899, at Cincinnatti, Ohio, that in the marriage certificate and record the name is spelled Courtier instead of Courter, That there are no children living of said marriage.

The plaintiff further says that at the time of and prior to his marriage the said defendant's name was Lillie Adelaide Billings. That the defendant parted from the plaintiff at the marriage altar and has never lived with him as a wife. The plaintiff has always been ready and willing to receive defendant as his wife and has been in a position to provide for her as such, and has frequently urged her to come and live with him, but that she has never done so. 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. She is also guilty of gross neglect of duty.

Therefore the plaintiff prays that he be adjudged and decreed a divorce from his said wife Lillie Adelaide Courter, and that the bonds of their said marriage may be absolutely dissolved and for all proper relief.

J. H. Kinkade — Atty for Plaintiff.

State of Ohio, Union County ss.

Personally appeared Harry H. Courter, who being duly sworn says that the facts and allegations in the foregoing petition are true.

Harry H. Courter.

Sworn to and subscribed before me this 28th day of November, 1902.

(Seal) Chas C. Leuhorwood, Clerk.

8137 Praecipe

On Nov. 28th, 1902, the following Praecipe was filed:-

To Clerk:-

Issue Summons in the above entitled case to the Sheriff of Hamilton County, Ohio, for service on defendant, together with a copy of the Petition, indorsed "Divorce prayed for" on grounds of wilful absence for 3 yrs, for hearing six weeks after service of summons."

J. H. Kinkade, Atty for Plaintiff.

8137 Summons

8137 Answer

8137 Motion

8137
Summons

On Nov. 28th, 1902, the following Summons was issued:-
The State of Ohio, Union County ss. —To the Sheriff of the County of Hamilton:-
You are commanded to notify Lillie Adelaide Courter, that Harry H. Courter 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 wilful absence, and asking that he be divorced from her, and for other proper relief, Said petition will stand for hearing during the next term of said Court running, and six weeks from and after the service of this writ. You will make due return of this summons on the 8th day of December, A.D, 1902. Witness my hand and the seal of said Court at Marysville this 28th day of Novmber, A.D, 1902. (Seal) Chas Tenhorwood, Clerk.

Sheriff's Return.

Received 10 o'clock A.M. on the 29th day of Novmber, A.D 1902. and on the 3rd day of December, A.D, 1902, I served the within named defendant, Lillie Adelaide Courter by delivering to her personally, a true copy thereof together with a certified copy of the petition in this case.
Sheriff's Fees $1.84

Thomas C. Taylor, Sheriff of Hamilton Co. O.
By Robert Twomy, Deputy.

8137
Answer

On January, 7th, 1903 the following Answer and Cross-Petition was filed:-
Harry H Courter- Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Lillie Adelaide Courter- Defendant.

Now comes the defendant, and for answer herein says, she admits she was married to the plaintiff on the 24th day of March, 1899, at Cincinnati, Ohio, and there are no children the issue of said marriage. Further answering says she denies each and every allegation set forth in the petition and having fully answered prays same to be dismissed.

And by way of Cross-Petition says she was married to the defendant on the 24th day of March, 1899, at Cincinnati, Ohio, and ever since conducted herself as a dutiful and obedient wife.

That the plaintiff in disregard of his marital duties towards the defendant did desert and abandon this defendant while she was pregnant and has not provided her with any money or clothing for their child or herself since their marriage and wholly refused to provide for this defendant although well able to do so and therefor plaintiff has been guilty of gross neglect of duty towards defendant. Defendant further says the plaintiff has been willfully absent from the defendant for more than three years last past, and therefor guilty of willful absence. Therefor defendant prays the petition be dismissed and the defendant be decreed reasonable alimony out of the earnings of the plaintiff and all other proper relief.

Lillie A. Courter- Defendant.
F. J. Arthur and M.C. Lykins, Attys.

8137
Motion

On January, 16th, 1903, the following Motion was filed:-
Harry Courter — Plaintiff
Vs. Court of Common Pleas, Union Co. O.
Lillie Adelaide Courter — Defendant.

Now comes the defendant, Lillie Adelaide Courter, and moves the Court that an order be granted the defendant for Alimony Pendente Lite in this case.

F. J. Arthur and M.C. Lykins, Attys for Defd.

8137 Entry

On January, 16th, 1903, the following Entry was filed:-

Harry Courter —
Vs
Lillie A. Courter,

Court of Common Pleas, Union County, Ohio.
Jan. 16th, 1903.

This day this cause came on to be heard upon the motion of the defendant for the allowance of Alimony Pendente Lite in this case, and was argued by counsel and submitted to the Court; whereupon the Court orders that the plaintiff within 20 days pay to the Clerk of this Court the sum of $20.00 as alimony for to defray defendants expenses in this action.

8164 Petition

8137 Reply

On Jan. 22, 1903. the following Reply was filed:-

Harry H. Courter — Plaintiff
Vs.
Lillie Adelaide Courter — Defendant.

Court of Common Pleas, Union County, Ohio,

Now comes the plaintiff and for reply to the answer of the defendant herein admits the marriage of the defendant to the plaintiff on the 24th day of March, 1899, at Cincinnati, Ohio; but denies that she has ever since conducted herself as a dutiful and obedient wife, and denies that he deserted and abandoned said defendant. and denies that he has been guilty of gross neglect of duty towards this defendant, denies each and every allegation in said answer set forth except that herein specifically admitted.

Therefore, he prays that said defendants answer and petition for alimony be dismissed and renews his prayer for a decree of divorce and that the bonds of said marriage be absolutely dissolved and for all proper relief.

H. H. Courter, Plaintiff.

8137 Entry

Harry H. Courter — Plaintiff.
Vs.
Lillie Adelaide Courter — Defendant.

Court of Common Pleas, Union County, Ohio.
Filed April, 15th, 1903.

This cause came this day to be heard on the petition of the plaintiff and answer of the defendant, and a reply thereto of the plaintiff and evidence. And in consideration thereof the Court finds that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further finds upon the evidence adduced that the defendant, Lillie Adelaide Courter, has been guilty of gross neglect of duty and guilty of wilful absence from the plaintiff, her husband, 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 Harry H. Courter and Lillie Adelaide Courter, be and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered and adjudged that the plaintiff, Harry H. Courter, pay unto the Clerk of this Court for the defendant, Lillie Adelaide Courter, as her reasonable alimony in money the sum of $300. payable as follows:- to-wit, $10.00 upon May, 15th, 1903, and $10.00 per month thereafter on the 15th day of each month until the full sum of $300. has been paid, And in default of any such payments for 15 days, execution is allowed to issue therefor. It is further ordered by the Court that each of said parties are barred from any dower or other rights in the property of the other party, and that each hold in severalty any property that they may now have. It is further considered by the Court that the said plaintiff pay the costs of this proceeding.

Attest: Chas Tenhorwood, 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 Daw, Judge of said Court at the March Term, A.D. 1903.

Be it remembered that heretofore, towit, on February, 16th, 1903, the following petition was filed; towit:-

8164 Petition

Lincoln J. Cook — Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio.

Florence McDonald, Rollie D. Cook, Cassius C. Cook, Henry R. Cook, Ben F. Harner, William H. Lamb, Sepora Harner, Lincoln Harner, Burley Harner, Pearl Harner, Hillie Lamb, Lillie May Lamb, and Earl Lamb, — Defendants.

The plaintiff for a cause of action says, that he has a legal right to and is seized in fee simple as an heir at law of Margaret Cook, who afterwards married Nash, and is now deceased; and is now the owner and heir to the undivided two sevenths part of the following described real estate, situated in the County of Union and State of Ohio, in the Township of Dover, and described as follows:- "Part of Virginia Military Survey No. 5497, Beginning at a stake in the Northeast corner of Lot No. 19; thence in the line of said Lot No. 19, South 9 deg. 25 min, East 164 poles to a stone; thence North 8 deg. East 12 poles and 20 links to a stone; thence North 9 deg. 25 min, West 164 poles to a stone in the North line of the orignal Survey No. 5497; thence with the line of said Survey correcting the course thereof, South 80 deg, 30 min, West 12 poles and 20 links to the place of beginning, Containing thirteen (13) acres of land, be the same more or less."

The said defendants are tenants in common with the said plaintiff in said premises, and that one seventh of said premises belongs to Florence McDonald, and who married — McDonald, and who has executed and delivered a quit-claim deed to this plaintiff for her interest, One Seventh belongs to Rollie D. Cook; One Seventh belongs to Cassius D. Cook, One Seventh belongs to Henry R. Cook, One seventh belongs to Rosy M. Harner, dec'd, who married Ben F. Harner, and left as her heirs and children, Sepora Harner, Lincoln Harner, Burley Harner, and Pearl Harner, all minor children of said Rosy Harner, deceased, and who are entitled to the one seventh part of said premises; the said Ben F. Harner, also has a dower interest in said premises, he being the husband of Rosy M. Harner, died,

One seventh belongs to Fannie J. Lamb, dec'd, who married William H. Lamb, and left as her heirs Hillie Lamb, Lillie May Lamb, and Earl Lamb, all being minor children of the said Fannie J. Lamb, and entitled to one seventh part of said premises, and the said William H. Lamb, also has a dower interest in said one seventh part, he being the husband of Fannie J. Lamb, deceased.

Plaintiff says that Florence McDonald, Rollie D. Cook, Cassius C. Cook, Henry R. Cook, Rosy M. Harner, and Fannie J. Lamb, and the said plaintiff, are the only children and heirs at law of the said Margaret Nash, deceased.

The plaintiff therefor asks that the Court appoint a Guardian ad litem for said minor heirs, and that he be required to set forth the respective claims of the above said minors and heirs, and that Ben F. Harner, and William H. Lamb set up their respective rights of dower or be forever barred of same, in the above premises, and that said premises be sold according to law, and that partition be made, and for such other proceedings and relief in

in the premises, as are authorized by law.
Milo S. Myers, Attorney for Plaintiff.

Lincoln J. Cook, being duly sworn says, that the allegations and statements made in the foregoing petition are true as he believes. Lincoln J. Cook.
Sworn to by Lincoln J. Cook by me, and signed by him in my presence, this 16th day of February, 1903. (Seal) Milo S. Myers, Notary Public.

8164 Waiver — I hereby enter my appearance in the above entitled case, and waive the issuing and service of summons, Feb. 16th, 1903.
Cassius C. Cook.

8164 Precipe — Feb. 16th, 1903, the following Precipe was filed:-
To Clerk:- Issue summons in the above entitled case to Sheriff of Franklin County, Ohio, for Willie Lamb, Lillie May Lamb, and Earl Lamb minors over the age of 14 years; and William H. Lamb, their father of Dublin, Franklin County, Ohio; also for Rollie D. Cook to the Sheriff of Union County, Ohio.
Milo S. Myers, Atty for Plaintiff.

8164 Precipe — Feb. 16th, 1903, the following Precipe was filed:-
To Clerk:- Issue summons in the above entitled case to the Sheriff of Wood County, Ohio, for Senora Harner, Lincoln Harner, Burley Harner and Pearl Harner, minors under the age of 14 years; and Ben F. Harner their father, all residents of North Baltimore, Wood Co. Ohio.
Milo S. Myers, Atty for Plaintiff.

8164 Waiver — Mar. 10th, 1903, the following Waiver was filed:-
I hereby waive the issuing of summons and enter my appearance in the above case.
Henry Cook

8164 Summons — On Feb. 19th, 1903, the following Summons was issued:-
The State of Ohio, Union County ss — To the Sheriff of Union County:-
You are hereby commanded to notify Rollie D. Cook, that he has been sued by Lincoln J. Cook 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 19th day of February, A.D. 1903. (Seal) Chas Leinhorwood, Clerk.

Sheriff's Return.
Receive this writ Feb. 20th, A.D. 1903, at 8 o'clock A.M. and served same by leaving a true and certified copy of this writ with all the endorsements thereon at the usual place of residence of Rollie D. Cook, Feb. 28th, 1903.
Fees: $1.50
S.F. Burnham, Sheriff.
By Allen Haines, Deputy.

8164 Summons — On February, 19th, 1903, the following Summons was issued:-
The State of Ohio, Union County ss — To the Sheriff of Wood County:-
You are hereby commanded to notify Senora Harner, Lincoln Harner, Burley Harner, and Pearl Harner (minors under 14), and Ben F. Harner, all of North Baltimore O. that they have been sued by Lincoln J. Cook

8164 Summons — (cross-reference)

8164 Entry — On Lin

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 19th day of February, A.D. 1903.

(Seal) Chas. E. Sutherwood, Clerk

Sheriff's Return.

Received this writ Feby 19th, A.D. 1903, at 8 o'clock A.M. and on the 21st day of Feby, 1903, I summoned the defendants Senora Starner, Lincoln Starner, Burley Starner, Pearl Starner, and Ben F. Starner, by delivering to each of them personally a true certified copy of this writ with all endorsements as hereon, and on the same day I summoned Ben F. Starner, the person with whom said Burley Starner and Pearl Starner, minors, reside, by delivering to him in person a true certified copy of this writ with all endorsements as hereon,

Sheriff's Fee; $6.20

H. S. Bruce, Sheriff
By A. E. Roach, Deputy.

8164 Summons

On February, 19th, 1903, the following Summons was issued:-

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

You are hereby commanded to notify Hillie Lamb, Lillie May Lamb, and Earl Lamb (minors over the age of 14, living with William H. Lamb, their father at Dublin, O.) that they have been sued by Lincoln J. Cook 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 19th day of Feb. A.D. 1903.

(Seal) Chas. E. Sutherwood, Clerk

Sheriff's Return.

Received this writ Feb. 20th, A.D. 1903, at 9 o'clock A.M. and served same by personally handing a true copy thereof with all the endorsements thereon to the within named defendants, Lillie May Lamb, and Earl J. Lamb, I also on the same day served the same by leaving a true copy thereof with all the endorsements thereon at the usual place of residence of the within named defendant Hillie Lamb.

Sheriff's Fees:- $4.00

Charles A. Pearce, Sheriff
By E. C. Buell, Deputy D.

8164 Entry

On March, 30th, 1903, the following Entry was filed:-

Lincoln J. Cook
vs.
Florence McDonald et al.

Court of Common Pleas, Union County, Ohio.
March, 30th, 1903.

It appearing to the Court that the said minors have been duly and legally served with summons herein, and have neglected for a period of thirty days from return of summons served upon them to apply for a Guardian ad litem, on motion of the plaintiff by his Attorney, E. H. Porter, is hereby appointed Guardian for the suit for said minor defendants. And now comes the said E. H. Porter, and in open Court accepts said appointment.

8164
Answer

On April, 2nd. 1903, the following Answer was filed:-
Lincoln J. Cook — Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Rollin D. Cook et. al. — Defendants.

The defendant, E. H. Porter, says that on March, 30th, 1903, he was the duly appointed Guardian ad litem of the minor heirs as in said petition named. And for answer to the plaintiffs petition says, that he admits that said minors are the legal heirs of Margaret Cook, deceased, and that she owned real estate as described in plaintiffs petition in the County of Union and State of Ohio. And further the said defendant denies each, and every other allegation, and statement in said plaintiffs petition contained, and prays that the interest of said minor heirs be protected by the Court.

E. H. Porter, Guardian ad litem.

8164
Entry

On April, 4th, 1903, the following Entry was filed:-
Lincoln J. Cook — Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Florence McDonald et. al. — Defendants.

This cause coming on to be heard upon the petition, the answer of E. H. Porter, Guardian ad litem for the minor heirs, and the evidence, the Court finds that all the defendants have had due legal notice of the pendency and demand of the said petition, and that with the exception of the above named Guardian they are in default for answer or demurrer thereto.

Thereupon, the Court find further, that the plaintiff, and the defendants hereto are tenants in common in the estate described in the petition; that the plaintiff is entitled to 2/7 part thereof, and that the defendants, Rollin D. Cook, Cassius C. Cook and Henry R. Cook are entitled each to the 1/7 part thereof; and that Senora Harner, Lincoln Harner, Burley Harner, and Pearl Harner are each entitled to the 1/28 part thereof; and that Nellie Lamb, Lillie May Lamb, and Earl Lamb are each entitled to the 1/21 part thereof. And that the plaintiff is entitled to have partition of said estate made as prayed for in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and that Sylvanus Belleville, Hugh E. Moore, and J. M. McCoy, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of the County of Union, and State of Ohio, commanding him that by the oath of the Commissioners above named he cause the above premises as described in plaintiffs petition to be appraised, sold, and to be divided to each of the above named parties the part or proportion of said estate to which they are severally above found entitled; and that Ben F. Harner and William H. Lamb be forever barred of the respective rights of dower therein. And of his proceedings herein said Sheriff is ordered to make due return forthwith.

8164
Writ of Partition

On April, 7th, 1903 the following Writ of Partition was issued:-
The State of Ohio, Union County — To the Sheriff of said County:-

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the March, Term A.D. 1903, in a civil action

therein pending for partition wherein Lincoln J. Cook, the plaintiff, and Florence McDonald et. al. the defendants, you are hereby commanded that by the oaths of Sylvanus Belleville, Hugh E. Moore and J. M. McCoy, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, towit:- "Part of Virginia Military Survey No. 5497 Beginning at a stake in the Northeast corner of Lot No. 19; thence in the line of said Lot No. 19, South 9 deg. 25 min. East 164 poles to a stone; thence North 8 deg. East 13 poles and 20 links to a stone; thence North 9 deg. 25 min. West 164 poles to a stone in the North line of the original Survey No. 5497; thence with the line of said Survey correcting the course thereof South 80 deg. 30 min. West 12 poles and 20 links to the place of beginning; containing thirteen acres of land, be the same more or less," among the persons named herein, and in the following proportions, towit;- To Lincoln J. Cook 2/7 part.

To Rollie D. Cook 1/7 part.
To Cassius C. Cook 1/7 part.
To Henry R. Cook 1/7 part.
To Lenora Harner, Lincoln Harner, Burley Harner & Pearl Harner, each 1/28 part.
To Willie Lamb, Lillie May Lamb and Earl Lamb, each 1/21 part.

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

Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 7th day of April, A.D. 1903.

(Seal) Chas Tenhorwood, Clerk

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Hugh E. Moore, J. M. McCoy, and S. Belleville, causing said Partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 9th day of April, A.D. 1903.

Sheriff's Fees $3.36
Commissioners' Fees $3.00

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

Commissioners' Report.

According to the demand of the Writ of Partition in this cause issued and on the call of the Sheriff of said County, we, the undersigned Commissioners after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof and we do estimate the value of the same at $23.00 per acre.

Given under our hands this 9th day of April A.D. 1903.

Hugh E. Moore.
J. M. McCoy. } Commissioners
S. Belleville

8164
Entry

On April, 14th, 1903 the following Entry was filed:-

Lincoln J. Cook — Plaintiff.
vs.
Florence McDonald et. al. — Defendants.

Court of Common Pleas, Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the Report of the Commissioners heretofore appointed herein, and on motion to confirm the same, And it appearing to the Court, from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and the said Commissioners have made and returned their appraisement of said estate, at Twenty-three ($23) Dollars per acre, the Court find that 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 Lincoln J. Cook has elected to take the said premises at their appraised value, it is ordered by the Court, on good cause shown, that the proportion due the other parties be paid in cash; except that proportion due to the parties herein whose interest has been purchased by the said Lincoln J. Cook, and that upon the said Lincoln J. Cook paying the same together with his proportion of the costs of this case including a counsel fee of $— to Milo S. Myers for his services herein, and his proportion of the taxes and penalty due on said premises, amounting to $—, 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, as above pay:-

First:- To the Treasurer of Union County $1.31, being the taxes and penalty due on said premises.

Secondly:- To the Clerk of the Court the costs of this action, including counsel fee, the sum of $62.30.

Thirdly:- To the plaintiff, Lincoln J. Cook 4/7 part thereof, he having purchased the shares and interest of each of the following;- Cassius C. Cook, Henry R. Cook and Florence McDonald, and is entitled to their proportions in the sum of $—; and to Rollie D. Cook 1/7 interest thereof in the sum of $—; and to Lenora Warner, Lincoln Warner, Burley Warner and Pearl Warner a 1/28 part each in the sum of $—; and to Nellie Lamb, Lillie May Lamb and Earl Lamb, 1/21 part each in the sum of $—, the above sums being in full of their respective rights herein.

Attest:-
Chas. C. Leuhorwood,
Clerk

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Petition

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Olas 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. 1903.

Be it remembered that heretofore, towit, on September, 3rd, 1902, the following petition was filed with the Clerk of said Court, towit:-

8107 Petition

Churchill and Company (a copartnership composed of Milton Churchill, Leroy Churchill, and George H. Bartlett) —— Plaintiffs.

Vs.

Court of Common Pleas, Union County, Ohio.

A. B. Conkright —— Defendant.

Second:- The plaintiffs come and for cause of action say, that they were in the year 1901, buying corn and other grains, and had an office at the city of Buffalo, New York, That on or about the 10th day of July, 1901, the defendant A. B. Conkright entered into a written contract with plaintiff, by which defendant was to furnish plaintiff one car load of corn to be shipped from Richwood, Ohio, and delivered freight on board to plaintiff at the price of Forty-six and one half cents (46½) per bushel. And the same to be shipped by defendant under the shipping instructions of the plaintiff. The shipping instructions were to be furnished to defendant, by the plaintiffs and were furnished to defendant, under the terms of the aforesaid contract entered into on July, 10th, 1901, by said plaintiffs and said defendant.

And under the terms of said contract and said shipping instructions from plaintiffs, the said car load of corn was to be billed to Philadelphia over the Lake Shore and Michigan Southern Rail Road, held at Buffalo for inspection, and notify Churchill and Company at Buffalo, But the defendant failed to comply with the shipping instructions of plaintiff, and instead of following said instructions, shipped said corn by way of the Erie Rail Road, And the said car load of corn did not go by way of Buffalo, and plaintiffs were not notified of its ever having arrived at Buffalo.

Third:- The said contract expressly stated that "the grain herein mentioned is to be shipped as specified, and can be bought in or cancelled only at the option of the buyer." "The time of shipment can be extended by the consignee only." "This grain to be shipped only on receipt of shipping instructions from Churchill and Company, and if our shipping instructions are not followed in every particular, we will not be responsible, and any loss in consequence will be charged to Shipper;" and under the terms of said contract the time of shipment was twenty days from July, 30th, 1901, for the defendant to furnish the car load of corn to plaintiff.

And by the failure of defendant to follow the contract entered into, the plaintiff was compelled to buy a car load of corn, on the day of the expired time for the defendant herein to furnish the same, at an advanced price of 54½ cents per bushel, to the amount of Seven Hundred and Fifty bushels, the amount defendant was to furnish, and by having to purchase said corn to supply the said corn for the defendant at the said advanced price caused a loss of $60.00 to the plaintiffs, which was the difference between the contract price with defendant, and the market price on July, 30th, 1901, the time this plaintiff, after having given defendant the full limit to furnish said corn, was compelled to purchase the car of corn to fill its contract with a milling Company with which it had agreed to furnish this same corn purchased from defendant herein, and which

did not reach Buffalo at all, for the reason of defendants failure to follow the shipping instructions of plaintiffs, under the said contract.
Fourth:- The defendant herein by the terms of said contract agreed to be responsible for any loss that might result by defendants failure to comply with said contract, and the defendant is therefore, liable to plaintiffs for the amount of said loss, And there is due plaintiffs thereby from said defendant the sum of Sixty Dollars, and interest thereon from July, 30th, 1901, and costs.
The plaintiffs, therefore, pray that they may have judgment against the defendant for the sum of Sixty Dollars and interest as aforesaid and costs.
F.A. Thompson, Atty for Pffs.
State of Ohio, Union County ss.
I, F.A. Thompson, do solemnly swear that I am the Attorney of the Plaintiffs in the above entitled action; That the plaintiff is not a resident of Union County, Ohio, and I believe the facts stated in the foregoing petition to be true.
F.A. Thompson,
Sworn to and subscribed before me by F.A. Thompson, this 3rd day of September A.D. 1902. (Seal) Chas Teuhorwood, Clerk

8107 Answer

On December, 11th, 1902, the following Answer was filed:-
Churchill & Co. — Plaintiff
Vs.
A.B. Conkright — Defendant.
Court of Common Pleas, Union County, Ohio.

Now comes the defendant and admits that plaintiffs are a partnership and were engaged in buying corn and other grains in the year of 1901, and had an office at Buffalo, State York; that on the 10th day of July, 1901, he entered into a written agreement with them by which he sold to them a car load of corn for forty-six and one half cents per bushel, on the track in Richwood, Ohio; that the terms of said contract and the time limited for the delivery of said corn thereunder, were as alleged in plaintiffs petition; that by the shipping instructions of plaintiffs to the defendant said car of corn was to be shipped to Philadelphia over the Lake Shore and Michigan Southern Railroad, and defendant was to notify plaintiffs thereof; but denies each and every other allegation in said petition contained, Defendant especially denies that by the terms of said contract and shipping instructions, or that by the terms of either of them, said car of corn was to be held at Buffalo, for inspection; but avers that nothing was said in either said contract or shipping instructions about shipping it to or through Buffalo, or about holding it anywhere for inspection, or for any other purpose, Said contract contained express words as follows,- "Destination, weights and grades final." Defendant was not informed by plaintiffs that they had contracted to furnish a car load of corn to a certain milling Company near the said city of Buffalo, and expected to use this car of corn to fill their said contract. He was not informed by them that they desired to intercept said car of corn before it reached Philadelphia and to stop it at Buffalo, or to divert it to some other point other than that to which he was directed to ship it. Neither was he informed of any reason that plaintiffs may have had for directing him to ship said car over the Lake Shore and Michigan Southern Railroad. The agent of the Erie Railroad, being the only railroad passing through Richwood, the point from which said car of corn was to be shipped, refused to bill the same to Philadelphia over the

8107 Reply

Lake Shore and Michigan Southern Railroad, stating that he could not do so, and further stating that it would reach Philadelphia sooner if shipped over the Erie Railroad. Thereupon, the defendant fully believing that plaintiffs desired said car of corn in Philadelphia, and having no intimation to the contrary, on the 13th day of July, 1901, shipped the same to Philadelphia over the Erie Railroad in car No. 90078, and immediately notified plaintiffs thereof.

Plaintiffs on the 16th day of July, 1901, refused to accept said car of corn so shipped as aforesaid by defendant, although corn had greatly increased in value after they had purchased the same. Thereupon defendant resold and rebilled said car load of corn to E. L. Rogers & Co. at Philadelphia, where it arrived on or about the 19th day of July, 1901, such corn was then worth at least Fifty-eight and one half cents per bushel in Philadelphia, having risen in price at least eight cents per bushel in the preceding ten days.

Therefore, defendant claims that had the plaintiffs fulfilled their agreement with him and accepted said corn they would have greatly profited thereby, and that any damage they may have suffered is on account of their own breach of said contract in refusing to accept said corn. Defendant therefore asks judgment against the plaintiffs for his costs herein incurred and to be incurred.

John F. Millar, Atty for Defendant.

State of Ohio, Union County ss.

A. B. Conkright, being first duly sworn, says that the facts stated and allegations made in his foregoing answer, are as he verily believes true, he being the defendant in the above entitled action.

A. B. Conkright.

Sworn to before me and subscribed in my presence, this 10th day of December, A. D. 1902. (Seal) John F. Millar, Notary Public.

8107 Reply

On December, 30th, 1902, the following Reply was filed:-

Churchill & Company, a firm compos of Milton Churchill, Leroy Churchill & George H. Bartlett, — Plaintiffs

Vs.

A. B. Conkright — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiffs, and for reply to the answer of defendant, denies the averments of the defendant, as to there not being anything said in said shipping instructions furnished by plaintiffs to defendant about shipping said car load of corn to Philadelphia by the way of Buffalo, as the said Shipping instructions expressly stated, that the car of corn should be billed to Philadelphia over the Lake Shore and Michigan Southern Railway by the way of Buffalo and to notify Churchill and Company at Buffalo. The plaintiffs admit that they did not inform defendant that the said car of corn was to be furnished to a Milling Company to be ground by said Company but that the defendant followed the shipping instructions furnished him by plaintiffs, the said corn would have gone by the way of Buffalo and would have been inspected at Buffalo and ground in the mills of said Milling Company, then sent on through on the same bill of lading to Philadelphia, and the defendant need not have known, neither was it necessary that he should know what Churchill and Company did with the said car of corn. Had the defendant complied with the contract made with the plaintiffs, there would have been no reason for any damage to the plaintiffs in the shipment of the said car of corn.

But defendant without ever notifying the plaintiffs that he could not ship over the Lake Shore and Michigan Southern Railway, as said shipping instructions required, billed the same and shipped over the Erie Railway direct to Philadelphia without the plaintiffs knowledge of the fact until plaintiffs were presented with a draft for said corn and the bill of lading. Showing the same had been shipped over the Erie Railway, and which made it impossible for the plaintiffs to accept the said car of corn, as the plaintiffs had no sales at Philadelphia that would take Erie Railway deliveries, and by said shipment the said defendant ignored said contract and refused to follow the shipping instructions furnished by plaintiffs. Had the defendant notified plaintiffs when he found he was unable to ship said corn to Philadelphia over the Lake Shore and Michigan Southern Railway, the plaintiffs could have arranged with defendant to have said corn shipped direct to Buffalo or New York by the way of the Lake Shore and Michigan Southern Railway, and as the contract with the said defendant did not expire till July, 30th, 1901, the defendant was notified by Plaintiffs that they would give them until the expiration of the contract to fill the same, and if the plaintiffs received no reply they would buy a car of corn on the market to fill his sale, and plaintiffs deny that there was any breach of said contract on their part, but the entire damage suffered by plaintiffs was on account of defendant failing to comply with said contract,

The plaintiffs, therefor, pray that they may have judgment for the amount as prayed for in the petition of plaintiffs, and interest and costs.

State of Ohio, Union County ss.

F.A. Thompson, Atty for Plaintiffs.

F.A. Thompson, being duly sworn, says that he is the Attorney of the plaintiffs duly authorized herein, that the allegations in the foregoing reply are true as he verily believes, and that the plaintiffs are not residents of Union County, Ohio.

F.A. Thompson.

Sworn to before me and signed in my presence this 30th day of December A.D. 1902.

(Seal) Chas Teithorwood, Clerk

8107 Motion

On Jan. 5th, 1903, the following Motion was filed:-

Churchill & Co — Plaintiffs

Vs.

A. B. Conkright — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and moves the Court to strike from the plaintiffs' Reply all that portion thereof beginning with and following the words "The plaintiffs admit" occurring in the eighth line thereof, excepting the last six lines thereof, as argumentative, irrelevant and immaterial,

John F. Millar, Atty for Deft.

8107 Entry

On Jan. 28th, 1903, the following Entry was filed:-

Churchill & Co. (a firm)

Vs.

A. B. Conkright.

Court of Common Pleas, Union County, Ohio.

Jan. 28th, 1903,

This coming on for hearing on the 15th day of January, 1903, on the motion to strike out certain parts of the reply filed herein, was argued by counsel and submitted to the Court.

And the Court having had the matter under consideration until this 28th day of January, 1903, sustains said motion as to that part

of reply beginning with the word "and" in the 15th line thereof, and continuing to and including the word "core" in the 20th line thereof; and said motion is overruled as to all other statements and allegations contained in said Reply and said cause is continued.

8107 Entry

On April, 7th, 1903, the following Entry was filed:-

Churchill & Co.
vs.
A.B. Coukright.

Court of Common Pleas, Union County, Ohio.
April, 7th, 1903.

This day this cause was dismissed at plaintiffs' costs by agreement of parties by counsel.

It is therefor considered by the Court that the plaintiff pay the costs of this action taxed at $—, and execution is awarded therefor.

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. 1903.

Be it remembered that heretofore, towit, on September 3rd, 1902, the following petition was filed with the Clerk of said Court, towit:-

8106 Petition

Churchill and Company, (a firm compond of Milton Churchill, Leroy Churchill, and George H. Bartlett — Plaintiffs.

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

O. P. Lenox — Defendant

Second:- The plaintiffs come and for cause of action, say that they were in the year, 1901, buying corn and other grains, and had an office in the City of Buffalo New York, That on about the 9th day of July, 1901, the defendant, O. P. Lenox entered into a written contract with plaintiffs by which defendant was to furnish plaintiffs one car load of corn to be shipped from Richwood, Ohio, and delivered freight on board Richwood, Ohio, to plaintiffs at the price of Forty-five Cents and one half (45½) per bushel, The same to be shipped by defendant under the shipping instructions of the plaintiffs, and said shipping instructions were to be furnished to defendant by the plaintiffs, and were furnished to defendant under the terms of said contract entered into on July 9th, 1901, by said plaintiffs and said defendant, And under the terms of said contract and the said shipping instructions from plaintiffs, the said car load of corn was to be billed to Philadelphia over the Lake Shore and Michigan Southern Railroad, held at Buffalo for inspection, and notify Churchill and Company at Buffalo, but the defendant failed to comply with the shipping instructions of plaintiff, and instead of following said instructions, shipped said corn by the way of the Erie Railroad, And the said car load of corn did not go by the way of Buffalo and plaintiffs were not notified of its ever having arrived at Buffalo.

Third:- The said contract expressly stated that the grain herein mentioned is to be shipped as specified, and can be bought in or cancelled only at the option of the buyer; the time of shipment can be extended by the consignee only. "This grain to be shipped only on receipt of shipping instructions from Churchill and Company, and if our shipping instructions are not followed in every particular we will not be responsible, and any loss in consignment will be charged to shipper". And under the terms of said contract the time of shipment was twenty days from July 9th, 1901, making the limit in time July, 29th, 1901, for the defendant to furnish the car load of corn to plaintiffs. And by the failure of defendant to follow the contract entered into with plaintiffs, the plaintiffs were compelled to buy a car load of corn on the day of the expiration of the agreement by defendant to furnish said corn, and the plaintiffs was compelled to buy said corn at an advanced price of Fifty-three and one half Cents (53½) per bushel. And the amount of a car load was Seven Hundred and Fifty bushels, the amount defendant was to furnish. And by having to purchase said corn to supply the said corn for defendant at the said advanced price caused a loss of Sixty Dollars ($60.00) to plaintiff, which was the difference between the contract price with defendant, and the market price on July, 29th, 1901, and which was the time this plaintiff after having given defendant the full limit of the time to furnish said corn, was compelled to purchase the car of corn to fill its contract with a Milling

8106 Answer

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Company with which plaintiffs had contracted to furnish this same car load of corn purchased from defendant herein, and which did not reach Buffalo at all for the reason of defendants failure to follow the shipping instructions of plaintiffs under the said contract.

Fourth:- The defendant herein, by the terms of said contract agreed to be responsible for any loss that might result from his failure to comply with said contract and the defendant, therefore, is liable to plaintiffs for the amount of said loss and there is due thereby to plaintiffs from defendant the sum of Sixty Dollars ($60.00) and interest thereon from July, 29th, 1901, and costs.

The plaintiffs, therefore, prays that they may have judgment against the defendant for the sum of Sixty Dollars ($60.00) and interest as aforesaid and costs.

F.A. Thompson, Attorney for Plaintiff.

State of Ohio, Union County ss.

I, F.A. Thomas, do solemnly swear that I am the Attorney of the plaintiffs in the above entitled action; that the plaintiffs are not residents of Union County, Ohio and I believe the facts stated in the foregoing petition to be true.

F.A. Thompson.

Sworn to by F.A. Thompson in my presence and signed by him in my presence this 3rd day of September, A.D., 1903.

(Seal) Chas. Fenhorwood, Clerk

8106 Answer

On December, 17th, 1903, the following Answer was filed:-

Churchill & Co. — Plaintiffs,

vs.

O.P. Lenox — Defendant,

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and admits that plaintiffs are a partnership and were engaged in buying corn and other grains in the year 1901, and had an office in the city of Buffalo, New York; that on the 9th day of July, 1901, he entered into a written contract with them by which he sold them a car load of corn for forty-five and one half cents per bushel on the track in Richwood Ohio; that the terms of said contract and the time for the delivery of said corn thereunder were as alleged in plaintiffs petition; and that by the shipping instructions of the plaintiffs to defendant said car load of corn was to be billed to Philadelphia over the Lake Shore and Michigan Southern Railroad and defendant was to notify plaintiffs thereof; but denies each and every other allegation in said petition contained. Defendant especially denies that by the terms of said contract and shipping instructions, or that by the terms of either of them, said car load of corn was to be held at Buffalo for inspection; but avers that nothing was said in either said contract or shipping instructions about shipping said car through or to Buffalo, or about holding it there or any where else for inspection or for any other purpose. Said contract contained express words as follows: Destination, weights and grades final.

Defendant was not informed by plaintiffs that they had contracted to furnish a car load of corn to a certain milling company in or near the city of Buffalo, and expected to use this car of corn to fill their said contract. He was not informed by them that they desired to intercept said car load of corn on its way to Philadelphia and to stop it at Buffalo, or to divert it to some other point other than that to which he was directed by them to ship it. Neither was he informed nor had he any knowledge of any reason that plaintiffs may have had for directing

him to bill said car of corn over the Lake Shore and Michigan Southern Railroad. The agent of the Erie Railroad Company, being the only railroad passing through Richwood the point from which said car of corn was to be shipped, refused to bill the same to Philadelphia over the Lake Shore and Michigan Southern Railroad, stating that he could not do so, and further stating that it would reach Philadelphia sooner if shipped over the Erie Railroad. Thereupon, defendant, fully believing that plaintiffs desired said car of corn in Philadelphia and having no information or knowledge to the contrary, and desiring to save freight thereon for plaintiffs by avoiding the payment of high local rates, as would have been required had said car been shipped to Philadelphia over the route directed by them, on or about the 12th day of July, 1901, shipped the same to Philadelphia over the Erie Railroad, in car No. 92619 of said railroad company, and immediately notified plaintiffs, thereof. Thereupon plaintiffs, on or about the 15th day of July, 1901, refused to accept said car load of corn so shipped by the defendant as aforesaid and demanded that he ship another car load of corn under said contract to them at Buffalo, which he immediately informed them he could not, and would not do. The market value of such corn, both in Richwood and Buffalo, was then, at the time defendant refused to furnish said second car of corn as aforesaid, less than two cents per bushel in excess of the price stipulated in said contract, and it was easy to have been had upon the market, upon plaintiffs refusal to accept said car load of corn as aforesaid, the same was resold and rebilled to Altoona, a station within a few miles of Philadelphia, which place it reached on the 23rd day of July, 1901, and at which time such corn was worth at least sixty-cents per bushel in Philadelphia, having risen in price there from the 9th of said month to said date at least eight cents per bushel.

Therefore, defendant claims, that had plaintiffs fulfilled their said agreement with him and accepted said corn, they would have greatly profited thereby and that any damage they may have suffered is because of their own breach of said contract in refusing to accept said car load of corn. Defendant therefore asks judgment against plaintiffs for costs.

John F. Millar, Atty for Defendant.

State of Ohio, Union County ss.

O. P. Lenox, being first duly sworn, says that he is the above answering defendant, and that the facts stated and allegations made in this foregoing answer are, as he verily believes, true.

O. P. Lenox.

Subscribed in my presence and sworn to before me this 13th day of July, A. D. 1902. By the said O. P. Lenox.

(Seal) John F. Millar, Notary Public
Union Co. Ohio.

8106 Reply

On December, 30th, 1902, the following Reply was filed:-

Churchill and Company, a firm composed of Milton Churchill, Leroy Churchill and George H. Bartlett — Plaintiffs.

Vs.

Court of Common Pleas, Union County, Ohio.

O. P. Lenox — Defendant.

Now comes the plaintiffs, and for reply to the answer of

defendant, denies the averments of defendant as to there not being anything said in the shipping instructions furnished by plaintiffs to defendant about shipping said car load of corn to Philadelphia by the way of Buffalo, as the said shipping instructions expressly stated that the car of corn should be billed to Philadelphia over the Lake Shore and Michigan Southern Railway by way of Buffalo, and to notify Churchill and Company at Buffalo, The plaintiffs admit that they did not inform defendant that the said car of corn was to be furnished to a Milling Company to be ground by said Company, but had the defendant followed the shipping instructions furnished him by plaintiffs under said contract, the said corn would have gone by way of Buffalo, and would have been inspected and ground in the mills of said company, then sent on the same bill of lading to Philadelphia, and defendant need not have known, neither was it necessary for him to know what Churchill and Company did with said car of corn, Had the defendant complied with the contract made by him with the plaintiffs there would not, and could not have been any reason for disappointment and damages to plaintiffs in the shipment of said car of corn, but defendant without ever notifying plaintiffs that he could not ship over the Lake Shore and Michigan Southern Railway, as said shipping instructions required, billed the same and shipped over the Erie Railway direct to Philadelphia without the plaintiffs knowledge of the fact until plaintiffs were presented with a draft for said corn and the bill of lading showing the same had been shipped over the Erie Railway, and which made it impossible for the plaintiffs to accept said car of corn, as the plaintiffs had no sales at Philadelphia that would take Erie Railway delivery, and by said shipment the defendant ignored said contract and its provisions, and refused to follow the shipping instructions furnished by plaintiffs. Had the defendant notified plaintiffs when he found he was unable to ship said corn to Philadelphia over the Lake Shore and Michigan Southern Railway, the plaintiffs could have arranged with defendant to have said corn billed direct to Buffalo or New York, by the way of the Lake Shore and Michigan Southern Railway, And as the contract with said defendant did not expire till July 30th, 1901, the defendant was notified by plaintiffs that they would give him, defendant till the expiration of the contract to fill the same, and if plaintiffs received no reply they would buy a car of corn on the market to fill his sale, And plaintiffs deny that there was any breach of said contract on their part, but the entire damage suffered by plaintiffs was on account of defendant's failing to comply with said contract. The plaintiffs therefore pray, that they may have judgment for the amount prayed for in plaintiffs petition, and interest and costs,

F. A. Thompson, Atty for Plff.

State of Ohio, Union County, ss.

F. A. Thompson, being duly sworn, says that he is the Attorney of the Plaintiffs duly authorized herein, that the plaintiffs are non-residents of Union County, Ohio, and that the allegations in the foregoing reply are true as he verily believes.

F. A. Thompson.

Sworn to before me and signed in my presence this 30th day of December, A. D. 1902.

(Seal) Chas. C. Leuhorwood, Clerk

8106 Motion

On Jan. 5th, 1903, the following Motion was filed:-

Churchill & Co. — Plaintiffs

Vs.

O. P. Lenox — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and moves the Court to strike from the plaintiffs' reply all that portion thereof beginning with the words "The plaintiffs admit", occurring in the eighth line thereof, excepting the last seven line thereof, as argumentative, irrelevant and immaterial.

John T. Millar, Atty for Def't.

8106 Entry

On Jan. 28th, 1903, the following Entry was filed:-

Churchill & Co. (a firm).

Vs.

O. P. Lenox.

Court of Common Pleas, Union County, Ohio.

Jan. 28th, 1903.

This coming on for hearing on the 15th day of January, 1903, on the motion to strike out certain parts of the reply filed herein, was argued by counsel and submitted to the Court.

And the Court having had the matter under consideration until this 28th day of January, 1903, sustains said motion as to that part of reply beginning with the word "and" in the 15th line thereof, and continuing to and including the word "corn" in the 20th line thereof; and said motion is overruled as to all other statements and allegations contained in said Reply, and said cause is continued.

8106 Entry

On April, 7th, 1903, the following Entry was filed:-

Churchill & Co.

Vs.

O. P. Lenox.

Court of Common Pleas, Union County, Ohio.

April, 7th, 1903.

This day on motion of the plaintiff by its Attorney, leave was granted to file amended reply herein, and the same was filed.

8106 Amended Reply

On April 7th, 1903, the following amended reply was filed:-

Churchill and Company, a firm composed of Milton Churchill, Leroy Churchill, and George H. Bartlett — Plaintiffs

Vs.

O. P. Lenox — Defendant.

Court of Common Pleas, Union County, Ohio.

Now come the plaintiffs and for reply to the answer of defendant, denies the averments of defendant as to there not being anything said in the shipping instructions furnished by plaintiffs to defendant about shipping said car load of corn to Philadelphia by the way of Buffalo, as the said shipping instructions expressly stated that the car of corn should be billed to Philadelphia over the L.S. and M.S. R.R. by way of Buffalo, and notify Churchill and Company at Buffalo. The plaintiffs admit that they did not inform defendant that the said car of corn was to be furnished to a Milling Company to be ground by said Company, but had the defendant followed the shipping instructions furnished him by plaintiffs under the said contract, the said corn would have gone by the way of Buffalo, and would have been inspected, ground in the Mills of said Company then sent on the same bill of lading to Philadelphia, but the defendant without

over notifying plaintiffs that he could not ship over the L.S. and M.S. R.R. as said shipping instructions required, billed the same and shipped over the Erie R.R. direct to Philadelphia, without plaintiffs knowledge of the fact, until plaintiffs were presented with a draft for said corn, and the bill of lading showing the same had been shipped on the Erie R.R. Had the defendant notified plaintiffs when he found he was unable to ship said corn to Philadelphia over the L.S. and M.S.R.R. the plaintiffs could have arranged with defendant to have said corn billed direct to Buffalo or New York by way of the L.S. and M.S. R.R. and as the contract with said defendant did not expire till July, 30th, 1901, the defendant was notified by the plaintiffs that they would give him, the defendant, until the expiration of the contract to fill the same, and if the plaintiffs received no reply, they would buy a car of corn on the market to fill this sale, The plaintiffs deny that there was any breach of said contract on their part; but the entire damage suffered by plaintiffs was on account of defendants failing to comply with said contract. The plaintiffs therefore pray that they may have judgment for the amount prayed for in plaintiffs petition, and the interest and costs.

F.A. Thompson, Attorney for Plaintiffs.

State of Ohio, Union County ss.

F.A. Thompson, being duly sworn says, that he is the Attorney for the plaintiffs, that the allegations in the foregoing Reply are true as he verily believes, That the plaintiffs are non-residents of Union County, Ohio.

F.A. Thompson.

Sworn to before me and subscribed in my presence this 7th day of April, A.D. 1903. (Seal) Milton Haines, Deputy Clerk

8106 On April, 7th, 1903, the following Entry was filed:-

Churchill & Co.
vs. Court of Common Pleas, Union County, Ohio.
O. P. Lenox. April, 7th, 1903,

This day came the parties herein by their Attorneys, also came the following named persons as jurors, towit:- W.P. Hiney, Casper Rausch, J.M. Longbrake, Philip Rupright, Edward Freshwater, D.C. Bolenbaugh, O.J. Williams, M.F. Doty, George Conley, Wesley Newhouse, Tom Sorrell, and Howard Norbury, who were duly impaneled and sworn according to law; and thereupon the cause came on for hearing on the pleadings and the 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 issues in this case in favor of the defendant. - Dated 4/7/03." D.C. Bolenbaugh, Foreman"

Attest:- Chas. L. Truhorwood, Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the April Term, A.D. 1903.

Be it remembered that heretofore, towit, on Jan. 30th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8155 Petition

J.L. Davis — Plaintiff.

Vs. Court of Common Pleas Union County, Ohio.

Viola Davis - Defendant.

The plaintiff herein says he has been a resident of the State of Ohio for the year last past; and has a bona fide residence in the County of Union. Plaintiff says that on or about Sept. 7th, 1897, he was married to the defendant.

1st. Plaintiff says that the defendant has in disregard of her marital duties, for more than three years last past been willfully absent from plaintiff.

Second Cause:- Plaintiff says that defendant has been guilty of keeping company with persons whose names are unknown to this plaintiff. That said defendant in company with persons of bad repute has frequented some rooms in the towns of Findlay, Piqua and Dayton, Ohio; also that said defendant has been at public dances at which place she was very much intoxicated in the town of Findlay, Ohio. That said defendant frequented some rooms in Piqua in company with a gentleman whose name is unknown to this plaintiff and was drinking in said room with said strange gentleman. That said defendant associates and has for her companions women known as prostitutes and publicly associates with them.

Third Cause:- That said defendant has been guilty of gross neglect of duty in that she has failed and refused to live with this plaintiff or in any way or manner to have anything to do with him or assist him in any way although often requested so to do for more than three years last past.

Wherefore, plaintiff prays that she may be divorced from the defendant and such other and further relief as is proper.

H.J. Hooper, Atty for Plaintiff.

8155 Precipe

Clerk:- Issue summons and copy of petition for above defendant in above, directed to Sheriff of Montgomery Co. Ohio, endorsed action for divorce returnable according to law.

H.J. Hooper, Atty for Plaintiff.

8155 Summons

On January, 30th, 1903, the following Summons was issued:-

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

You are commanded to notify Viola Davis that J.L. Davis has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, a copy of which is herewith served on her, charging her with wilful absence and extreme cruelty &c, and asking that he be divorced from her and for other proper relief. Said petition will stand for hearing during the terms of Court next ensuing, and six weeks after the service of this writ. You will make due return of this Summons on the 9th day of February, A.D. 1903.

8155 Entry

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Witness my hand and the seal of said Court at Marysville, this 30th day of January A.D. 1903. (Seal) Chas Tenhorwood, Clerk

Sheriff's Return.

Received 9 o'clock, A.M. on the 30th day of Jan. A.D. 1903, and on the 2nd day of February, A.D. 1903, I served the same upon the defendant by handing to Viola Davis, a true copy thereof together with a certified copy of the petition in this case.

Sheriff's Fees: $ 2.20

John A. Wright, Sheriff of Montgomery County, Ohio.

8/55 Entry

On April, 14th, 1903, the following Entry was filed:-

J. S. Davis
Vs.
Viola Davis.

Court of Common Pleas, Union County, Ohio.

April, 14th, 1903.

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

The Court further find upon the evidence adduced that the defendant has been guilty of wilful absence 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 J. S. Davis and Viola Davis be and the same is hereby dissolved, and both parties released from the obligations of the same. It is further ordered that the plaintiff pay the costs herein.

Attest: Chas Tenhorwood, 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. 1903.

Be it remembered that heretofore, towit, on June, 12th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8081 Petition

Emeline Ford — Plaintiff.

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

Linton Ford — Defendant.

The plaintiff says, that she was married to the defendant near Stumbsville, Logan County, Ohio, on the 25th day of June, A. D, 1880, and that soon after they returned to Union County, Ohio, and she has ever since resided therein; and is now and has been a bona fide resident of said County of Union, and State, for one year last past, and has ever since said marriage conducted herself toward the defendant as a faithful, chaste and obedient wife. That as the issue of said marriage, one child was born, towit, a daughter, named Mamie, who is now twenty-one years of age, and who is now married.

The plaintiff further says that said defendant regardless of his marital duties and obligations as a husband, has been guilty of gross neglect of duty, and extreme cruelty toward the plaintiff, without any cause or provocation on her part, in this towit, he has frequently struck her both with his hands, and with sticks of wood, and has threatened to kill her with a knife, which he has sharpened in her presence with threats that he would kill her. Plaintiff says further that he has sharpened said knife and took it to bed with him declaring he would kill the plaintiff before morning, thereby destroying her peace of mind, and seriously affecting her bodily health. The plaintiff says further, that during the month of May 1897, the defendant drove the plaintiff and their said daughter away from home, with threats that he would kill each of them, unless they left at once, and he threatened to kill them should they dare to return. That ever since said last named date, the defendant has wholly neglected and refused to supply said plaintiff with any of the necessities of life, either in the way of food, medicine or of clothing, and that she has been compelled thereby to make her own living, and to clothe herself by her own manual labor.

The plaintiff therefore prays that she may be divorced from said defendant and that she may be restored to her maiden name of Emeline Bird, and that she may have such other relief as equity may require.

Porter & Porter, Attys for Plaintiff.

The plaintiff, Emeline Ford, being sworn makes oath that the facts stated in the foregoing petition are true, as she believes.

Emeline Ford,

Sworn to by Emeline Ford, the plaintiff herein, before me, and signed by her in my presence this 21st day of May, A. D. 1903.

George Miller, Justice of the Peace, for Washington Tp.

To the Clerk:- Issue a summons upon the petition in the above entitled case together with a copy of the petition, returnable according to law, endorse "Action for divorce." May 21st. 1903.

Porter & Porter, Attys for Plff.

8081 Summons

8081 Entry

8081 Summons

On June 13th, 1903, 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 Nuiton Ford that Emeline Ford 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 extreme cruelty 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 23rd day of June, A.D. 1902. Witness my hand and the seal of said Court at Marysville, this 12th day of June, A.D. 1903.
(Seal) Chas. C. Leuhorwood, Clerk.
By Milton Haines, Deputy.

Sheriff's Return.

Received 8 o'clock A. M. on the 13th day of June, A.D. 1903, and on the 16th day of June, A. D. 1902, 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.
S. F. Burnham, Sheriff.
Sheriff's Fees:- $3.26
By Allen Haines, Deputy.

8081 Entry

On April, 15th, 1903, the following Entry was filed:-
Emeline Ford
vs.
Nuiton Ford.

Court of Common Pleas, Union County, Ohio.
April, 15th, 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 Nuiton Ford, the defendant, in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of extreme cruelty, 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 Emeline Ford and Nuiton Ford, 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 Emeline Cleo Bird.
It is further considered by the Court that the said Emeline Ford recover from the said Nuiton Ford her costs herein expended.

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, 1903.

Be it remembered that heretofore, towit, on the 27th day of January, 1903, the following petition was filed with the Clerk of said Court, towit:-

§154 Petition

Elizabeth Haines — Plaintiff.

Court of Common Pleas, Union County, Ohio.

Vs.

Cyrus N. Haines, Caspar A. Haines, Sylvia J. Miller and A. J. Miller — Defendants.

The plaintiff says, that on the 12th day of December, 1901, one J. D. Haines made his last will, of which the following is a true copy, viz:-

"I, James D. Haines, of the Township of Washington, in the County of Union and State of Ohio, of the age of 69 years, and being of sound mind and disposing memory, do make, publish and declare, this, my last will and testament in manner following that is to say; 1. I, direct that my Administrator hereinafter named shall pay out of my estate, as soon as possible after my decease, all my just debts, together with the expenses of my last sickness and my funeral and testamentary expenses.

2. I give and bequeath to my wife, Elizabeth Haines and my son Caspar A. Haines One Hundred Acres of land, on which are the buildings we now live in, the same to be theirs and their heirs during their life time,

3. I give and bequeath to my son, Cyrus N. Haines, One Hundred Acres of land off of the East side of my farm, but reserve therein the timber on ten acres and bring on the North side next to J. Hendrix's land, and I further direct that my Administrator pay to my son, Cyrus N. Haines, Eight Hundred Dollars ($800.) in cash. The reserve of timber heretofore named is for the use of Elizabeth Haines, Caspar A. Haines, and Sylvia J. Miller, my daughter, and I direct that the roadway to the ten acres named in this clause shall be the same as has been used during my life time. The One Hundred I bequeath to my son Cyrus N. Haines is to be his during his lifetime, and at his decease shall go to his heirs,

4. I give and bequeath to my daughter, Sylvia J. Miller the remainder of my farm being the West side thereof, and in addition to this I direct my Administrator to pay to my daughter, Sylvia J. Miller, Three Hundred Dollars ($300.) in cash. The balance of my farm bequeathed to my daughter Sylvia J. Miller shall be hers during her life time, and at her decease shall go to her heirs,

5. I direct that my Administrator shall use a life insurance policy of two thousand dollars ($2000.) in paying off any just debts I may leave at my decease and if this shall not be sufficient he shall make a sale of any chattels to settle the same, and I further direct that if a surplus of monies be left after paying debts my Administrator shall divide the same equally among my heirs heretofore named,

6. I hereby appoint A. J. Miller my sole Administrator of this my last Will and Testament, hereby revoking all former wills by me at any time made.

In witness whereof I have hereunto set my hand and seal this 12th day of December, 1901.

Signed James D. Haines.

Said Will was duly acknowledged and witnessed, and on the 7th day of January, A. D, 1902, the said James D. Haines died, and on the 29th day of January, 1902, the said Will was duly admitted to Probate and record

by the Probate Court within and for said County, and the said A.J. Miller, was duly qualified as Executor of said Will and is now acting as such Executor.
The plaintiff says that she is the widow of said James D. Haines and Elizabeth Haines mentioned in said Will and for whom provision is made in said Will.
The plaintiff says that on the 29th day of January, 1902, she was cited by the Probate Court of said County to appear and elect whether she would accept the provisions made for her in said Will, or reject the same and take her portion under the laws of Ohio, and that she has not yet made such election for the reason that she does not understand the meaning of said Will, so as to be able to make her election. The plaintiff says that the second item of said Will, being the one in which provision is made for plaintiff, provides as follows:-
"I give and bequeath to my wife Elizabeth Haines, and my son Caspar A. Haines One Hundred Acres of land, on which are the buildings we now live in, the same to be theirs during their life time." The words "during their life time," are repugnant to the previous grant in said clause and the plaintiff is unable to decide whether the said James D. Haines intended her to have a fee simple estate in the one half of said One Hundred Acres of land, or whether it was intended as a life estate merely, and being unable to decide this important matter the plaintiff files this her petition under the provisions of Section 5963 of the Revised Statutes of Ohio, and other provisions of law to ask the Court here to construe, and declare the meaning of said Will and advise the plaintiff of her rights in the premises.
The plaintiff asks the Court to advise her in the following particulars, towit:-
If the plaintiff elects to take under the said Will, will she get a fee simple estate in the one half of the hundred acres of land mentioned in the 2nd item of said Will, or will she hold a life estate in said lands, and at her death will the same go to her heirs; or does she only get a life estate in the one half of said land and at her death the remainder goes to the heirs of her late husband. Did the said James D. Haines by said Will dispose of his entire estate in said One Hundred Acres mentioned in the second item, or did he only dispose of a life estate to the plaintiff and Caspar, and die intestate as to the remainder?
The plaintiff says that the said James D. Haines left surviving him as his only heirs and legal representatives, the two sons and the daughter named in said Will and they with the said Executor are the only persons interested in the said estate. Wherefore, the plaintiff asks that said defendants may be required to appear and submit to the decision of the Court in regard to the construction of said Will, and that the same may be determined and settled; and that the Court give judgment and direction in regard to the true construction of said Will and especially of said item 2nd, in which the provision is made for the plaintiff, and that the Court will advise the plaintiff of her rights in the premises and for all proper relief.

J.S. Cameron, Attorney for Plaintiff

The State of Ohio, Union County ss.
Elizabeth Haines being first duly sworn says, that she is the plaintiff above named and that the facts stated and allegations made in the foregoing petition are true as she believes.

Elizabeth Haines.

Sworn to before me and signed in my presence this 27th day of January, 1903. (Seal)

J.S. Cameron,
Notary Public.

8154 Precipe — To the Clerk:- Issue Summons for defendants returnable according to law, direct to the Sheriff of Union County, for Cyrus N. Haines and Caspar A. Haines.
J. S. Cameron, Atty.

8154 Waiver — "We hereby waive the issuing and service of summons and enter our appearance this 27th day of January, 1903,
A. J. Miller.
Sylvia Miller.

8154 Summons — On January 27th, 1903, the following Summons was issued:-
The State of Ohio, Union County — To the Sheriff of Union County:-
You are hereby commanded to notify Cyrus N. Haines, and Caspar A. Haines that they have been sued by Elizabth Haines in the Court of Common Pleas of Union County and must answer by the 28th day of February, 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 summond on the 9th day of February, A.D. 1903. Witness my hand and the seal of said Court, this 27th day of January, A.D. 1903. (Seal) Chas Tenhorwood, Clerk

Sheriff's Return.

Received this writ Jan. 28th, A.D. 1903, at 8 o'clock A.M. and served same by personally handing to Cyrus N. Haines, and Caspar A. Haines, true and certified copies of this writ with all the endorsements thereon Jan. 30th, 1903.
Sheriff's Fees:- $3.83.
S. F. Burnham, Sheriff.
By Allen Haines, Deputy.

8154 Entry — On April, 10th, 1903, the following Entry was filed:-
Elizabth Haines — Plaintiff.
vs.
Cyrus N. Haines et al. — Defendants.
Court of Common Pleas, Union County, Ohio
April, 10th, 1903,

And now this cause came on to be heard on the plaintiff's petition asking for the direction and judgment of the Court in construing certain parts of the Will of James D. Haines, the plaintiff being the widow of said testator, and asking for the construction of said Will under the provisions of the Statutes in such cases provided.
This cause being submitted to the Court upon the pleadings and evidence. On consideration whereof, the Court being fully advised in the premises find that all parties in interest have been duly and legally notified of the filing and pendency of the petition, and that they are now before the Court, to submit to the decision hereof.
The Court further finds from the evidence that the said Caspar A. Haines is the youngest son of said James D. Haines, and that at the time said Will was made the said Caspar A. Haines was living at home, and that it was the intention of said James D. Haines to give to said Elizabth Haines, his widow, and said Caspar A. Haines the One Hundred Acres of land mentioned in the second item of said Will as an estate in fee simple, and that the words "during their lifetime" inserted therein after the grant of a fee simple estate are repugnant to said grant and clearly against the manifest intention of said testator as shown by the tenor and scope of said Will, and that the said words "during their life time" should be and they are rejected, and the Court

now declares the true intent and meaning of said Will was to give to the said Elizabeth Haines and the said Caspar A. Haines a joint fee simple estate in the One Hundred acres of land in the second item of said Will described, And all the parties being before the Court, and there being no objection thereto the Court further construe the true intent and meaning of the third item of said Will was to give to the said Cyrus N. Haines a fee simple estate in the lands described in the third item of said Will, subject to the reservations of timber and a road to the same, as expressed in said Will. And there being no objection thereto the Court further construes the true intent and meaning of the fourth item of said Will, was to give to the said Sylvia J. Miller a fee simple estate in the lands described in the said fourth item,

It is therefor considered, ordered and decreed by the Court that the true construction and intention of said Will be as follows:-

That the said Elizabeth Haines and Caspar A. Haines have a fee simple estate in equal parts in the One Hundred Acres of land described in the second item of said Will,

That said Cyrus N. Haines has a fee simple estate in the lands described in the third item of said Will subject to the reservation of timber and roadway stated therein,

That said Sylvia J. Miller has a fee simple estate in the lands described in the fourth item of said Will,

It is further decreed by the Court that the cost of this proceeding be paid by the said Elizabeth Haines, Caspar A. Haines, Cyrus N. Haines and Sylvia J. Miller in equal parts,

Attest: Chas Tenhorwood, 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 of said Court in the year, 1903.

Be it remembered that heretofore, towit, on Feb. 4th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8162 Petition

J. H. Hamilton - Plaintiff.

vs.

Court of Common Pleas Union County, Ohio.

Minta Hamilton - Defendant.

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 Union County.

That on the 25th day of November, 1899, he was married to the defendant while under duress the defendant having arrested the plaintiff under a charge of bastardy and believing that he was not the father of said child he refused to live with the defendant after their marriage and refused to support the defendant, That since their marriage said defendant has been guilty of adultery with some person or persons to him unknown and has had a child by some other person other than the plaintiff, as the plaintiff has never had any sexual intercourse with the defendant since their marriage,

He therefore prays that he may be divorced from the defendant, each party restored to all of their rights and released from the obligations of their marriage relations and for all proper relief.

J. H. Hamilton,
By J. M. Kennedy, his Attorney.

8162 Precipe

To the Clerk:- Issue summons and copy of petition directed to the Sheriff of Union County, Ohio, for Minta Hamilton, returnable according to law, indorsed" Divorce prayed for,
Marysville, Ohio, Feb. 14th, 1903.

J. M. Kennedy,
Attorney.

8162 Summons

On February, 14th, 1903, 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 Minta Hamilton that J. H. Hamilton 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 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 23rd day of Feb. A. D. 1903. Witness my hand and the seal of said Court at Marysville this 14th day of Feb. A. D. 1903. (Seal) Chas C Leuhorwood, Clerk

Sheriff's Return.

Received 8 o'clock A. M. on the 15th day of February, A. D. 1903, and on the 20th day of February, 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.

Sheriffs Fees: $.86

S. F. Burnham, Sheriff.

8162 Entry

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8162 Entry

On April 13th, 1903 the following Entry was filed:-

J. H. Hamilton — Plaintiff.

vs.

Court of Common Pleas, Union County, Ohio.

Minta Hamilton - Defendant.

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

1st:- That said defendant was legally notified of the pendency of this petition.

2nd- That said defendant had been guilty of adultery as charged in the petition.

It is therefore considered, ordered and adjudged by the Court that said plaintiff be granted a complete divorce from the defendant, each party being released from the obligation thereof, and that the plaintiff pay the cost of this case.

Attest:-

Chas Southerwood,

Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the March Term, A. D. 1903.

Be it remembered that heretofore, towit, on March 7th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8167 Petition

Sonella Biggs — Plaintiff.

vs.

Court of Common Pleas, Union County, Ohio.

Harry B. Biggs — Defendant.

Plaintiff says she is a bona fide resident of Union County Ohio, and has been a permanent resident of the State of Ohio for the year last past. On the 25th day of December 1899, in the County of Union State of Ohio, she was married to the defendant, Plaintiff further says to the issue of said marriage no children were born, That since said marriage was contracted, and on or about the 15th of March, 1902, at the city of St. Marys, Ohio, defendant commited adultery with one Minnie Smith of that place, and that the defendant had committed adultery with said Minnie Smith at various other times, and kept her company and passed himself off to her the said Minnie Smith and to other persons as an unmarried man, That he would escort said Minnie Smith about the city of St. Marys, Ohio, and when away would correspond with her and in every manner that he could would press his attention upon the company of said Minnie Smith, Plaintiff further says that defendant left her January, 1st. 1902, to work on the telephone line at St. Marys, Ohio, Plaintiff corresponded with defendant up to about the 20th of March, 1902, Plaintiff then telephoned defendant that she would come up to see him, He telephoned back not to come, as he would come home which he did on Saturday and remained over till Monday, and after again leaving her he never again corresponded to her although she frequently had written to him, which letters he never answered, That she frequently asked him to return and give his reasons for abandoning her, That he has never given any reason but has refused to cohabit or live with the plaintiff or has supported or contributed anything to her support or maintenance during the year last past, When defendant left the plaintiff he left quite a number of debts which the plaintiff was compelled to pay. The plaintiff is not very strong or has good health, that she had to pay the debts by her own exertion and labor, that she worked at sewing, dressmaking to pay said debts. That defendant is a strong, healthy, large man earning large wages and that plaintiff has been compelled to live and support herself by her own labor and work, although he was fully able to support her.

Therefore plaintiff prays the Court that upon the hearing of this cause she be divorced from said defendant, Harry B. Biggs; that she be restored to her maiden name of Sonella Boyd, and for such other and further relief as in equity she may be entitled to.

A. H. Kollefrath, Attorney for Plaintiff.

To Clerk:- Please issue summons directed to Sheriff of Crawford County, Ohio in the above entitled cause to the defendant, Harry B. Biggs, endorsed for divorce and copy of petition.

A. H. Kollefrath, Attorney for Plff.

8167 Summons

8167 Entry

8167 Summons

On March 7th, 1903, the following Summons was issued:-
The State of Ohio, Union County, ss. To the Sheriff of the County of Crawford:-
You are commanded to notify Harry B. Biggs that Louella Biggs 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) setting 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 16th day of March, A.D, 1903. Witness my hand and the seal of said Court at Marysville, this 7th day of March, A.D 1903.

Chas. C. Senhorwood, Clerk.

Sheriff's Return.

Received 8 o'clock A.M. on the 9th day of March, A.D, 1903, and on the 10th day of March, 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.

John Gebhardt, Sheriff.
By J. F. Ackerman, Deputy.

Sheriff's Fees:- $3.00

8167 Entry

On June, 15th, 1903, the following Entry was filed:-

Louella Biggs
vs.
Harry B. Biggs.

Court of Common Pleas, Union County, Ohio.
June, 15th, 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 find defendant, Harry B. Biggs, in default for answer and demurrer to said petition and find that the allegations thereof are 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 preceding the same, and was at that time a bona fide resident of the County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon evidence adduced that the defendant has been guilty of adultery and gross neglect of duty, 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 Louella Biggs and Harry B. Biggs 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 Louella Boyd. It is further ordered by the Court that the plaintiff pay the costs of this proceeding, and judgment against defendant for same.

Attest: Chas. C. Senhorwood
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. 1903.

Be it remembered that heretofore towit, on March, 21st. 1903, the following petition was filed with the Clerk of said Court, towit:-

Mar S. Baker — Plaintiff.

8173 Petition

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

William F. Baker — Defendant.

The plaintiff says, that she is an actual resident of said County of Union, and said 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 17th day of August A. D. 1890, in the Village of Johnstown, in the County of Licking, in said State, and that she has ever since conducted herself toward the defendant as a faithful and obedient wife, That the following children are the issue of said marriage towit:- Fay B. Baker, aged twelve years, and Guy M Baker, aged ten years.

That defendant has been guilty of gross neglect of duty towards plaintiff, in that he has ever since said marriage failed to provide her with any clothing whatever, and that by reason thereof, she has always been compelled to earn her clothing by her own labor, That on June, 2nd, 1902, defendant abandoned the plaintiff without any just cause, or fault upon her part, and that by reason thereof, he for the period of ten months has failed to provide a home, medical attendance, or any of the common necessaries of life whatever, either for the plaintiff, or their said children, and that in consequence she has been obliged to support herself, and their children by the labor of her own hands.

That defendant, since said marriage, has been guilty of extreme cruelty towards plaintiff, by striking her until at times her flesh would be made black and blue, while residing in various places towit, in Johnstown, Granville, Croton, Bucyrus, Marysville, and West Mansfield, Ohio, That in Granville, he struck her on her shoulder with a half gallon granite dipper, and disabled her for three days, and in Granville he struck her in the nose until it bled, That while intoxicated, at various times in each of said above named towns, he has shot off a revolver about the home in her presence, in order to put her in fear, That in each of said places he has called her vile and obscene names, towit, a whore and a bitch, That on Sunday, the 15th day of January, 1899, the defendant as a further act of cruelty towards plaintiff, committed adultery with one Jessie Williams, a servant girl, in the employ of plaintiff and defendant, who were then running a hotel in the Village of Granville, Ohio,

That defendant is a person of vicious and vulgar habits, and is wholly unfit to be intrusted with the care and custody of children, Wherefore plaintiff prays that she may be divorced from defendant and awarded the custody of said children, and for such other and further relief as is proper,

Porter & Porter, Attys for Plaintiff.

Mar S. Baker, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are true, as she believes.

Mar S. Baker.

Sworn to by Mar S. Baker before me and signed by her in my presence this 21st day of March, A. D. 1903. — (Seal). E. H. Porter, Notary Public,

To the Clerk:- Issue a summons upon the petition in the above entitled case, returnable according to law, together with a copy of the petition, directed to the Sheriff of Delaware County, Ohio, Endorse, "Action for Divorce."

Porter & Porter, Attys for Plff.

8173 Summons

8173 Entry

8173
Summons

On April, 15th, 1903, the following Summons was issued:-
The State of Ohio, Union County, Ohio — To the Sheriff of Delaware County:-
You are commanded to notify William F. Baker that Mar S. Baker has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with gross neglect of duty &c, and asking that she be divorced from him and for other proper relief.
Said petition will stand for hearing during the term of Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 27th day of April, A.D, 1903. Witness my hand and the seal of said Court at Marysville, this 15th day of April, A.D, 1903.

(Seal) Chas Tenhorwood, Clerk.

Sheriff's Return.

Received 10 o'clock, A.M. on the 16th day of April, A.D, 1903, and on the 16th day of April, A.D, 1903, and on the 16th day of April, A.D, 1903, I served the same upon the defendant by handing him a true copy thereof together with a certified copy of the petition in this case.

C. C. Williamson,
Sheriff.

Sheriffs Fees:- $1.10

8173
Entry

On June, 15th, 1903, the following Entry was filed:-

Mar S. Baker.
Vs.
William F. Baker.

Court of Common Pleas, Union County, Ohio.
June, 15th, 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 said William F. Baker in default for answer and demurrer to said petition, and find that the allegations are true as confessed by said defendant. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further find, upon the evidence adduced that the defendant has been guilty of gross neglect of duty and extreme cruelty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mar S. Baker and William F. Baker, 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 Mar S Baker exclusively. And the defendant is hereby enjoined from interfering in any manner with either of said children, and from visiting said children until further order of the Court. It is further considered by the Court that the said plaintiff recover from the said William F. Baker her costs herein expended, and execution is awarded.

Attest:
Chas. Tenhorwood
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. 1903.

Be it remembered that heretofore, towit, April, 20th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8185 Petition

George Gardner — Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Edith M. Gardner — Defendant.

Plaintiff says she has been a resident of Union County, Ohio, for more than a year last past, and is now a bona fide resident of said County. That he was married to the defendant on the 17th day of August, 1899 at Columbus, Ohio.

Plaintiff further says that the defendant has been willfully absent from the plaintiff for more than three years last past, and has been guilty of gross neglect of duty all of that time, absolutely refusing to live with the plaintiff or discharge the duties of a wife.

Plaintiff therefore prays that upon the final hearing of this petition he be granted a complete divorce from the defendant, each party released from the obligations thereof, and for all proper relief in the premises.

George Gardner, By
J.M. Kennedy, his Attorney.

8185 Affidavit.

George Gardner — Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Edith M. Gardner — Defendant. Affidavit, Filed April, 20th, 1903.

The State of Ohio, Union County ss.

George Gardner, the plaintiff, being first duly sworn says the residence and Post Office address of the defendant is to him unknown, That he has been unable to hear of her whereabouts after diligent search therefor; and that service by a summons cannot be had upon her in the State of Ohio, and he therefore is compelled to serve the defendant by publication.

George Gardner.

Sworn to and subscribed by the said George Gardner before me this 20th day of April, 1903. (Seal) J.M. Kennedy, Notary Public.

8185 Legal Notice

On June, 15th, 1903, the following Notice & Proof was filed:-

George Gardner,
Vs.
Edith M. Gardner, Def. J.M. Kennedy, Attorney.

The defendant, Edith M. Gardner, will take notice that the plaintiff, George Gardner, on the 20th day of April, 1903, filed his petition, No. 8185, in the Court of Common Pleas of Union County, Ohio, charging the plaintiff with willful absence for more than three years and gross neglect of duty, praying for a divorce from the defendant, Unless the defendant shall answer on or before six weeks from the date of publication, this petition will be held to be true. — George Gardner, —

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 on the 22nd April, 1903. — H. O. Shearer —

Sworn to and subscribed before me this 15th day of June, 1903.

(Seal) Chas. C. Penhorwood, Clerk

By Milton Haines, Deputy.

8185 Entry

On June 15th, 1903, the following Entry was filed:-

George Gardner — Pltf.

vs.

Edith M. Gardner, Dft.

Court of Common Pleas, Union County, Ohio.

June 15th, 1903.

This day this cause came on to be heard upon the petition of the plaintiff, and the Court being fully advised in the premises finds that the defendant has been wilfully absent from the plaintiff for more than three years next preceding this action; and that the defendant had been duly notified of the pendency of this action by publication for six weeks in the Marysville Tribune a newspaper of general circulation in the County.

It is therfore considered and adjudged by the Court that the plaintiff have a complete divorce from the defendant, each party released from the obligations thereof, and that the plaintiff pay the costs of this action.

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 Hon. Duncan Dow, Judge of said Court at the March Term, A.D. 1903.

Be it remembered that heretofore, towit, on June, 30th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8086 Petition

H. C. Hamilton —— Plaintiff.

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

Emma V. VanWinkle, S.H. VanWinkle, and Manda Loorliss —— Defendants.

Now comes the plaintiff, H. C. Hamilton, and says:-

First Cause of Action:- That on the 15th day of April, A.D. 1901, the said defendant, Emma V. VanWinkle, made and delivered to this plaintiff her one certain promissory note, a true copy of which with all credits and endorsements thereon, is in the words and figures following, towit:-

"$80.00 April, 15th, 1901."

One year after date, I promise to pay to the order of H. C. Hamilton," Eighty Dollars, with 8% interest after maturity until paid. Value received."

(Signed) Emma V. VanWinkle."

Plaintiff says that he is now the legal owner and holder of said note, and that the same is due, and that no payments have been made thereon, that there is now due to the plaintiff on said note, the sum of Eighty Dollars ($80.00) with interest at 8% from the 15th day of April, A.D. 1902.

Second Cause of Action:- That all allegations and averments made in respect to said promissory note set out in his first cause of action, are hereby made a part of this, his second cause of action; that in order to secure the payment of said promissory note set forth in his first cause of action, and certain other notes hereinafter described, the said defendant, Emma V. VanWinkle and S.H. VanWinkle, her husband, and Manda Loorliss executed and delivered to this plaintiff their mortgage deed on the said 15th day of April, A.D. 1901, and thereby conveyed to this plaintiff, his heirs and assigns, the following described real estate, towit:- "Situate in the County of Union, State of Ohio, and in the Village of Richwood, and being Lots Nos. 37 and 38, as shown in the original plat of the said Village of Richwood, Ohio, as recorded in Vol. 3. Page 317 of the Records of Deeds of Union County, Ohio, it being the same premises conveyed by deed from Prior Cox and Isabelle F. Cox to Thomas T. Loorliss, said deed being dated April, 13th, 1874, and recorded in Vol. 42, Page, 439 of the Records of Deeds of Union County, Ohio."

The said defendant, S.H. VanWinkle, husband of said Emma V. VanWinkle, and also said Manda Loorliss, mother of said Emma V. VanWinkle, joined the said Emma V. VanWinkle in the execution, acknowledgment and delivery of said mortgage deed, and thereby released unto this plaintiff, all right and title by dower or otherwise in and to said real estate; that said mortgage was duly filed for record in the office of the Recorder of Union County, Ohio, on the 16th day of April, A.D. 1901, at 11:30 o'clock A.M. and that the same was duly recorded in Vol. 43 Page 9 of the Mortgage Records of said County.

Plaintiff says that said mortgage was also given to secure certain other promissory notes, all dated on the 15th day of April, A.D. 1901, and described as follows:-

$1000 due 5 years after date with 8% interest after maturity.
$80 due 2 years after date with 8% interest after maturity.
$80 due 3 years after date with 8% interest after maturity.
$80 due 4 years after date with 8% interest after maturity.
$80 due 5 years after date with 8% interest after maturity.
$500 due on or before April, 20th, 1906, with interest at 8% payable annually from date.
$56 due 2 years after date with 8% interest after maturity.

Plaintiff says that no payments whatever have been made on any of said notes and that there is now due on said note of Five Hundred Dollars ($500) above described, the sum of Forty Dollars ($40.00) interest, and that said sum was due on the 15th day of April, A.D. 1903.

Plaintiff says that each of the above described notes are signed by the said Emma V. VanHinkle, and payable to the order of the said H.C. Hamilton, and that the said H.C. Hamilton is the legal owner and holder of all of said promissory notes.

Plaintiff says that said mortgage above referred to has a condition therein written that if the said defendants, their heirs or assigns shall well and truly pay all of said promissory notes above described, and the interest accruing thereon according to the tenure and effect of the aforesaid notes, then the same to be void, otherwise to be and remain in full force and virtue in law.

The condition of said mortgage has been broken and the same has become absolute by the non-payment of the said promissory note set forth in plaintiffs first cause of action, and the interest accruing on said promissory note of Five Hundred Dollars described in plaintiffs second cause of action.

Third Cause of Action:- Plaintiff for his third cause of action says:- That on the 27th day of May, A.D. 1901, the said defendant, Emma V. VanHinkle, made and delivered to this plaintiff, her certain promissory note, a true copy of which is in the words and figures following, towit:-

"$116.45 Richwood, Ohio, May. 27, 1901."

One year after date, I, we or either of us promise to pay to the order of H.C. Hamilton, One Hundred and Sixteen and 45/100 Dollars, Value received. With interest at 8% from date until paid."

(Signed) Emma V. VanHinkle."

Plaintiff says that he is the legal owner and holder of said note; that the same is due; that no payments whatever have been made thereon and that there is due this plaintiff on said note, said sum of One Hundred and Sixteen Dollars and Forty-five Cents ($116.45) with interest at 8% from said 27th day of May, A.D. 1901.

Fourth Cause of Action:- Plaintiff for his fourth cause of action says:- That on the 17th day of April, A.D. 1901, said defendant, Emma V. VanHinkle made and delivered to The American Type & Founders Company her one promissory note, a true copy of which with all the endorsements thereon, is in the words and figures following, towit:-

"$20.00 Richwood, Ohio, April, 17, 1901."

One month after date I promise to pay to the order of American Type Founders Company Twenty Dollars ($20.00) at American Type Founders Company's Office, Cincinnati, Ohio, without defalcation. Value received with interest at 6% thereon.

(Signed) Emma V. VanHinkle.

Endorsement:- Pay to H.C. Hamilton, or order. American Type Founders Company.

H.S. Kibbee.

Plaintiff says that he is now the legal owner and holder of said promissory note; that the same is due, and that no payments have been made thereon.

Fifth to Seventeenth Causes of Action:- Plaintiff for his 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, and 17th causes of action says:- That the said defendant, Emma N. VanHinkle, executed and delivered to the American Type Founders Company, her thirteen promissory notes, all dated April, 17th, 1901, being due in 2-3-4-5-6-7-8-9-10-11-12-13- and 14 months from date, each of said notes except the last one being for the sum of Twenty Dollars ($20.00) and each bearing 6% interest from said 17th day of April, 1901; that said note due in 14 months from date called for the sum of Twenty-three Dollars and Fifty-five Cents ($23.55).

Plaintiff says that he is the owner and holder of all of said promissory notes designated above; that each of said notes is an exact duplicate of the note set out in plaintiffs fourth cause of action, except the time of maturity.

Plaintiff says that each of said notes designated herein bears the following endorsement on the back thereof, towit:- "Pay to H.C. Hamilton, or order, American Type Founders Co., H.S. Kibbee."

Plaintiff says that for a valuable consideration, he is the owner and holder of each of said notes, and that no payments whatever have been made thereon.

Eighteenth Cause of Action:- Plaintiff for his eighteenth cause of action says:- That all the allegations and averments made in respect to said promissory notes set forth in his causes of action numbered from three to Seventeen inclusive, are hereby made a part of this his Eighteenth cause of action; that in order to secure the payment of said promissory notes set forth in plaintiffs causes of action numbered from three to Seventeen inclusive, and the interest accruing on each and all of said notes, said defendant, Emma N. VanHinkle, and S. H. VanHinkle, her husband, executed, acknowledged and delivered to this plaintiff, their mortgage deed on the 27th day of May, A.D. 1901, and thereby conveyed to this plaintiff, his heirs and assigns, the real estate set out and described as follows, towit:- "Situate in the Village of Richwood, County of Union, and State of Ohio, and being in Lots Nos. 37 and 38 of said Village."

Plaintiff says that said defendant, S. H. VanHinkle, released all his right and title of dower in and to said real estate; that on the 28th day of May, A.D. 1901, at 2:15 o'clock P.M. of said day said mortgage deed was left for record in the office of the Recorder of Union County, Ohio, and the same was duly recorded by him in Vol. 47, Page, 167. Said mortgage deed has a certain condition thereunder written that if the said Emma N. VanHinkle, her heirs, administrators or assigns shall well and truly pay said promissory notes set out and described in plaintiffs causes of action numbered from 3 to 17 inclusive, and the interest accruing on each of said notes according to the tenure and effect thereof, the same to be void, otherwise to be and remain in full force and virtue in law.

The conditions of said mortgage has been broken and the same has become absolute by non-payment of all of said promissory notes set out in Plaintiffs causes of action numbered from 3 to 17 inclusive. This plaintiff, by reason of said mortgage deeds set forth in his foregoing petition, has good and valid liens upon the premises therein described by virtue of both of said mortgages, which said liens are the first and best liens thereon from the time of filing of said respective mortgages, and all allegations to the contrary are false and untrue.

Nineteenth Cause of Action:- That in order to further secure a certain

note for the sum of Five Hundred Dollars ($500,) set out and described in Plaintiff's second cause of action, and also in order to secure a certain other promissory note for the sum of Fifty-six ($56.00) Dollars, also set out and described in Plaintiff's second cause of action, the said defendant, Emma V. VanHuskle, executed and delivered to this plaintiff her certain chattel mortgage upon the following described chattel property, towit:- "1 Taylor Drum Cylinder Printing Press; 1 Chandler & Price Gordon 8 X 12 Printing Press; All of the wood and metal type, brass rules, lead and slugs, furniture cases, racks and stands, stone sticks, fixtures of all kinds, office furniture and all articles belonging to the Richwood Review printing office contained in a frame building on Ottawa Street, Richwood, Union County, State of Ohio. Also one 3-horse power Watkins Gasoline Engine with hanger, shafting, belting and fixtures and one 23 inch paper cutter, Chandler & Price manufacture."

Plaintiff says that said mortgage was duly filed with the Clerk of Claibourne Township, Union County, Ohio, on the 17th day of April, A. D, 1901, at 8 o'clock A.M. and that the same was duly re-filed on the 24th day of May, A.D. 1902, at 7 o'clock P.M. and that said mortgage lien upon said chattel property is now in full force and effect.

Plaintiff says that no part of said notes secured by said chattel mortgage have been paid, and that there is due on said Five Hundred Dollar note, the sum of Forty Dollars ($40), one years interest, and that said sum of Forty Dollars is due thereon with interest from the 15th day of April, A. D. 1902.

Plaintiff says that said chattel mortgage was dated on said 15th day of April, A.D. 1901,

Twentieth Cause of Action:- Plaintiff for his Twentieth cause of action says:- That in order to secure the promissory notes set out in plaintiffs causes of action numbered from 4 to 17 inclusive, the said defendant, Emma V. VanHuskle, executed and delivered to the American Type Founders Company, her certain chattel mortgage, and thereby conveyed to the said American Type Founders Company, the following described chattel property, towit:-

"Schedule "A", Part I.

1 23 inch C & P. paper cutter, steam fixtures and Buckeye Fountain for 8X12 C.&P. Press, 22 1/2 lbs. Point French Elzevir No. 1.

25 10 Point Cushing; 1 Font 8; 1 Font 6 Point post old style No. 2.; 1 Font 8; 1 Font 12; 1 Font 18; 1 Font 24; 1 Font 36; 1 Font 8 point Schorffer old style; 1 Font 10; 1 Font 12; 1 Font 18; 1 Font 24; 1 Font 8 point De Vinne; 2 Fonts 12; 25 lbs. 2 point S. & S. Leads; 10 lbs. 2 Point Leads 13 ems; 10 lbs 2 point strip; 10 lbs. 6 point slugs; 1 Font 6 point post band series "C"; 1 Font 8 point; 1 Font 12; 1 each post ornaments 136 and 139; 1 each Post initials mortised 3229, 4349; 1 Font 3/6 Newspaper border No. 43; 1-6-254; 1-12-231; 1-30 Colliers Bands No. 192; 5 lbs. 8 point regular leaders for 56 lb. body type; 4-8 point quads and spaces; 4-12; 4-18; 2-24; 2-36; 1 Font Wood Letter No. 6-8 line 3 A caps; 3 yds. each wad rule styles N.R.U.; 1 compact rule case; 1 Wood type case; 3 New York cases; 11 California Job Cases; 1 Lead and slug case; 1 blank case; 1 No. 15 dbl. news stand 24 full; 1 Bellows, small size; 1 Miter Box-wood-13 ems; 1 imposing stone only 24 X 36; 6 Feet 4 point Brass rule No. 2926.; 10 Feet-1-1778.; 2 Feet 2-3418.; 6 Feet 6-2848.; 2-2 perforating rule; 6-6 point column rules, 19-3/4; 3 lbs. 2 point brass rule round corners; 3-4; 15 dash rules style N. 13 ems; 1 doz. original stub guage pins; 2 comp. rules 13 ems.; 1 make up rule, 13 ems; 1/2 doz. guage pins, flexible with lip;

1- 3 horse power Watkins Gasoline Engine.

Plaintiff says that said chattel mortgage was dated on the 17th day of April, A. D. 1901, and that the same was duly filed with the Clerk of Claiborne Township, Union County, Ohio, on the 24th day of March, A. D. 1902.

Plaintiff says that by virtue of said chattel mortgages set out in his nineteenth and twentieth causes of action, he has a good and valid lien upon the chattel property set out and described in both of said chattel mortgages.

Plaintiff says that both of said chattel mortgages have a condition thereunder written that if the said defendant, Emma V. VanHuikle, should well and truly pay the promissory notes described in said chattel mortgages, then said mortgages to be void, otherwise to be and remain in full force.

Plaintiff says that the conditions of both of said mortgages have been broken, and therefor the same has become absolute.

Wherefore, plaintiff prays that the priorities of the respective liens upon all of said real estate, and all of said chattel property may be determined; that said real estate and chattel property may both be sold for the satisfaction of plaintiff's respective liens thereon; that the proceeds of such sale may be applied, First; To the payment of taxes if any, are due on both said real and chattel property. Second; To the payment of the costs of this action. Third; To the payment of plaintiff's liens in their respective orders of priority.

Plaintiff further prays that he may have a finding of the amount now due him on said promissory notes not yet matured; that out of the proceeds of the sale of said property the Court may order payment of the entire amount due this plaintiff that he may have execution for any unpaid balance; that plaintiff may have judgment for costs and all proper relief.

H. C. Hamilton, Plaintiff
By Gorke & Hoskins,

State of Ohio, Union County, ss.

H. C. Hamilton, being first duly sworn says that the facts stated and allegations contained in the foregoing petition are true, as he verily believes.

H. C. Hamilton,

Sworn to before me and subscribed in my presence, this 23rd day of June A. D. 1902. (Seal) Henry S. Stiles, Notary Public.

8086 Precipe — On June 30th, 1902, the following Precipe was filed:-

H. C. Hamilton — Plaintiff.
vs.
Emma V. VanHuikle et al. — Defendants.
Court of Common Pleas, Union County, Ohio.

To the Clerk:- Issue summons in the above entitled cause to the Sheriff of Union County, Ohio, for all of the above named defendants, returnable according to law, Endorse:- "Action for money, foreclosure of mortgage liens and equitable relief. Amount claimed, One Hundred Sixteen Dollars and Forty-five Cents ($116.45) with interest at 8% from May, 27, 1901; Forty Dollars ($40.00) with interest at 8% from April, 15th, 1902; Eighty Dollars ($80.00) with interest at 8% from April, 10th, 1901; and Two Hundred and Eighty-three Dollars and Fifty-five Cents ($28355) with interest at 6% from April, 17, 1901.

Gorke & Hoskins,
Attorneys for Plaintiff.

8086 Summons

8086 Cross-Petition

8086
Summons

On June, 30th, 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 Emma V. VanHinkle, S.H. VanHinkle, and Manda Sowerless that they have been sued by H.C. Hamilton in the Court of Common Pleas of Union County, and that unless they answer by the 2nd day of August, A.D. 1902, the petition of said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly.
You will make due return of this summons on the 14th day of July, A.D. 1903.
Witness my hand and the seal of said Court, this 30th day of June, A.D. 1902.
(Seal.) Chas Swinehorwood, Clerk.

Endorsements.

"In action for money, foreclosure of mortgage liens, and equitable. Amount claimed $116.45 at 8% from May, 2d, 1901.: $40.00 at 8% from Apr, 15th, 1902,: $80.00 at 8% from Apr, 15th, 1901.; $283.55 at 6% from Apr, 17th, 1901."

Sheriff's Return (As corrected)

Received this writ July, 1st. A.D, 1902, at 8 o'clock, A. M. and pursuant to its command on the 7th day of July, A.D, 1902, I served the same by personally handing to the within named Emma V. VanHinkle and S.H. VanHinkle; and by leaving at the usual place of residence of Manda Sowerless, true and certified copies of this writ with all the endorsements thereon.
S.F. Burnham, Sheriff.
Sheriff's Fees: $3.76
By Allen Haines, Deputy.

8086
Cross-Petition

On September, 18th, 1902, the following Cross-Petition was filed:-
H.C. Hamilton - Plaintiff
vs.
Court of Common Pleas, Union County, Ohio.
Emma V. VanHinkle et.al. - Defendants.

Now comes the Standard Paper Company, a corporation, duly incorporated under the laws of the State of Ohio, and having first obtained leave of the Court to be made a party, and to plead herein, says:-
That on the 29th day of May, 1902, by the consideration of M.H. Hill, a Justice of the Peace in and for Claibourne Township, Union County, Ohio, in a certain action then pending before said Justice in which this defendant was plaintiff, and the defendant, Emma V. VanHinkle, herein was defendant, a judgment was rendered against the said defendant in favor of this defendant for the sum of ninety-three dollars and fifty cents and for three dollars and seventy-five cents costs, A certified transcript of said judgment and proceedings was duly filed with the Clerk of Courts of said County on the 9th day of June, 1902, at an additional cost of $1.75, and thereby became a lien upon the premises described in the petition from said date, No part of said judgment has been paid.
Therefore this defendant asks that the due priority of its lien upon the real estate of the defendant described in the petition be determined by the Court, and that upon the sale of the same its claim be ordered paid out of the proceeds of said said sale, and for all proper relief.
John F. Millar, Atty for said Defendant.
State of Ohio, Union County, ss.
John F. Millar, being first duly sworn says that he is the Attorney for the said Standard Paper Company, a corporation, and is duly authorized in the premises, and that the facts stated and allegations made are true, as he verily believes.
John F. Millar.
Sworn to before me and subscribed in my presence by the said John F. Millar, this 18th day of September, 1902. (Seal) Chas Swinehorwood, Clerk

8086
Entry

On Oct. 10th, 1902, the following Entry was filed:-

H. C. Hamilton — Plaintiff

Vs.

Emma V. VanWinkle, et al. — Defendants

Court of Common Pleas, Union County, Ohio.

Oct. 10th, 1902,

This cause now coming on for hearing, was submitted to the Court, upon the petition of the plaintiff herein, the said defendants, excepting the Standard Paper Co, and each of them being in default for both answer and demurrer to said petition, Said cause came on further to be heard upon the evidence therein, and on consideration thereof, the Court finds on the issue joined for the plaintiff, and that the allegations contained in the plaintiffs petition are true,

The Court further finds that there is due to plaintiff, H. C. Hamilton, from the defendant, Emma V. VanWinkle, on the promissory notes set forth in the petition, with interest to the date of this decree, the sum of Five Hundred and Sixty-two Dollars and Twenty-three Cents ($562.23),

The Court further finds that in order to secure the payment of said promissory notes set forth in plaintiffs first cause of action, the defendants, Emma V. VanWinkle, S. H. VanWinkle and Manda Sowles, executed and delivered to the said H. C. Hamilton, the plaintiff herein, their certain mortgage as in the petition described, and on the premises therein described. The said mortgage deed was duly recorded in Vol. 43, at Page 9 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition.

The Court further finds that the conditions of said mortgage have been broken by the non-payment of the notes past due set out and described in the petition.

The Court further finds that said mortgage was also given to secure the other promissory notes set forth in plaintiffs second cause of action, which notes have not yet matured,

The Court further finds that the conditions of said mortgage have further been broken, in this, that there was due on the 20th day of April, A.D, 1902, the sum of $40.00 interest on said $500, note set out in plaintiffs second cause of action which said sum is unpaid,

8086
Entry

The Court further finds that in order to secure the payment of the notes set forth in plaintiffs causes of action numbered from 3 to 17 thereof, the said defendant, Emma V. VanWinkle, S. H. VanWinkle, her husband, and Manda Sowles, executed and delivered to the said H. C. Hamilton, the plaintiff herein, their certain mortgage as in the petition described, and on the premises therein described, that said mortgage was duly recorded in Vol. 47, Page 167, of the Record of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in plaintiffs petition. The Court further finds that the conditions of said mortgage have been broken. The Court further finds that in order to additionally secure the payment of said notes described in plaintiffs causes of action numbered from 5 to 17 inclusive, the said defendant, Emma V. VanWinkle executed and delivered to The American Type Founders Company, her certain chattel mortgage for the sum of $283.55, as set out and described in plaintiffs petition, and that the said plaintiff is now the legal owner and holder of said chattel mortgage,

8086
Order of Sale

The Court further find that in order to additionally secure said mortgage described in plaintiffs causes of action numbered from 3 to 17 inclusive, the said defendant, Emma V. VanWinkle, executed and delivered to the said H. C. Hamilton, her certain second chattel mortgage upon the chattel property set out and described in plaintiffs petition, and that the conditions of said chattel mortgage have been

broken. The Court further finds that both of said chattel mortgages above described, have been properly filed in the office of the Clerk of Claibourne Township, Union County, Ohio, the township in which said defendants reside, and said chattel property is located, and that said mortgages and both of them, are now valid and subsisting liens upon all of the chattel property set out and described in plaintiff's petition.

It is further considered by the Court that the plaintiff recover from the defendant, Emma V. VanHinkle, the said sum of $562.23, and his costs herein expended; said sum of $562.23, bring the total amount due upon all of said causes of action, up to the 15th day of September, 1902.

It is further adjudged and decreed that unless the defendants, Emma V. VanHinkle, S.A. VanHinkle, and Manda Fowler, or one of them shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest thereon from the 15th day of September, 1902, at 8%, the defendants equity of redemption be foreclosed and that said premises be sold, and that an order to sell issue therefor, directed to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

The Court further finds that the plaintiff is entitled to have said chattel mortgages, and both of them, foreclosed, and said chattel property sold to pay the amount due him, as aforesaid.

It is therefor further ordered that unless the defendants, or one of them, within five days from the entry hereof, pay to the said plaintiff said sum of $562.23 with interest and costs of suit herein, the chattel property described in the petition shall be sold by the Sheriff of Union County as upon execution, and that an order issue to the Sheriff for that purpose. All questions arising upon the answer and cross-petition of the Standard Paper Co. are reserved.

8086 Entry

On Oct. 18th, 1902, the following Entry was filed:-

H.C. Hamilton
vs.
Emma V. VanHinkle et.al.

Court of Common Pleas, Union County, Ohio.
Oct. 18th, 1902.

This cause came up for hearing on the application of the defendant, The Standard Paper Company; the Court finds that all parties are in default for answer and demurrer to said defendant's answer and cross-petition herein, and that the facts therein are thereby confessed by them to be true; and the Court further finds that there is due said defendant from the defendant, Emma VanHinkle upon its said answer and cross-petition the sum of $101.60.

Upon sufficient reason being shown the plaintiff is required to exhaust his lien upon the chattel property described in his petition before attempting to sell any of the real estate therein described.

8086 Order of Sale

On November, 11th, 1902, the following Order of Sale was issued:-

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

Whereas, on the 10th day of October, of the September Term, A.D. 1902, of the Court of Common Pleas of said County, H.C. Hamilton recovered judgment against Emma V. VanHinkle et. al. for the sum of $562.23, together with the costs of suit: and it appearing to the Court that the claim upon which the above

judgment was rendered, is secured by mortgage on the following goods and chattels situate in Union County, Ohio, towit:- 1 Taylor Drum Cylinder Printing Press, 1 Chandler & Price, Gordon 8x12 Job Printing Press, all of the wood and metal type, brass rules, lead and slugs, furniture cases, racks and stands, stone sticks, fixtures of all kinds, office furniture and all articles belonging to the Richwood Review Printing Office, contained in a frame building on East Ottawa Street, Richwood, Union County, State of Ohio, Also one three horse power Watkins Gasoline Engine with hanger, shafting, belting, and fixtures, and one 23 inch paper cutter, Chandler & Price, manufacture.

You are therefore, hereby commanded to proceed forthwith to advertise, and offer for sale said goods and chattels to satisfy said judgment and costs, and costs that may accrue; and that you make return of your proceedings herein, together with this writ within sixty days from this date.

Witness my hand and the seal of said Court this 11th day of Nov. A.D. 1902.

(Seal) Chas. C. Richwood, Clerk

Sheriff's Return.

In obedience to the command of the Order of Sale hereto annexed, on the 25th day of December, 1902, I caused to be advertised in the Richwood Gazette, a newspaper of general circulation, and printed and published in Union County, said goods and chattels to be sold at public sale at the Richwood Review Office on the 5th day of January, A.D. 1903, at or about the hour of one o'clock P.M. of said day, And having advertised the said goods and chattels for more than ten days previous to the day of sale, towit, two consecutive weeks; and in pursuance to said notice, I did, on said 5th day of January, A.D. 1903, at the time and place therein before mentioned, proceed to offer said goods and chattels at public sale, and then and there came A.E. Copper and S.S. Cheney, who bid for the same the sum of Two Hundred and Twenty-six and 50/100 Dollars, and said A.E. Copper and S.S. Cheney, being the highest and best bidders thereof, I then and there publicly sold and struck off said goods and chattels to them for said sum of $226.50.

To A.E. Copper the following: 1 Taylor Drum Cylinder printing press for $34.00, 1 Chandler & Price 8x12 Job Printing press for $47.00; all of the wood and metal type brass rules, leads and slugs, racks and stands &c for $52.00, 1-23 inch paper cutter for $20.00; and to S.S. Cheney 1 three-horse power gasoline engine for $73.60,

Sheriff's Fees:- $11.44.

S.F. Burnham, Sheriff.

8086 Order of Sale

On December, 19th, 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 10th day of Oct. 1902, H.C. Hamilton obtained a judgment and decree against Emma V. VanHuikle et.al. for the sum of Five Hundred and Sixty-two and 23/100 Dollars and Fifty Dollars probable costs of suit, and whereas, it was then and there, by said Court ordered, adjudged and decreed that the said Emma V. VanHuikle et.al. within five days from the 10th day of October, A.D. 1902, pay unto the said H.C. Hamilton the said sum of Five Hundred and Sixty-two and 23/100 Dollars, with interest from the 15th day of Sept. 1902, and costs aforesaid; and on default of 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 $562.33, 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 the Village of Richwood, and being In lots Nos. 37 and 38, as shown on the original plat of the said Village of Richwood, Ohio, as recorded in Vol. 3, page 317 of the Records of Deeds of Union County Ohio; it being the same premises convey'd by deed from Orin Cox and Isabelle F. Cox to Thomas F. Sowlers, said deed bearing date of April 13th, 1874, and recorded in Vol. 42, Page 439 of the Records of Deeds of Union County, Ohio."

We therefore command you, that you proceed to carry said order, judgment and decree into execution, agreeably to the tenor thereof, and that you expose to Sale the above described real estate, under the statutes regulating Sales on Execution, and that you apply the proceeds of such sale in the 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, this 19th day of December, A.D. 1902.

(Seal) Chas Tenhorwood, Clerk,

Sheriffs Return.

In obedience to the command of the Order of Sale hereto annexed, I did on the 20th day of December, 1902, summon M.N. Hill, E.E. Moon, and H.C. Thomas, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view and afterward, on the 20th day of December A.D. 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 ($2200,) Twenty-two 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 1st day of January, 1903, 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 31st 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, towit 5 consecutive weeks; and in pursuance to said notice, I did, on said 31st day of Jan. 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 S.H. VanHuikle who bid for the same the sum of $1950, and said sum being more than two thirds of the appraised value thereof, and S.H. VanHuikle, 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 $1950,

Sheriff's Fees: $8.12
Appraisers' Fees: $3.00,

S.F. Burnham, Sheriff.

8086
Legal Notice On February 2nd, 1903, the following Legal Notice was filed:-

N.C. Hamilton
Vs.
Emma N. VanHuikle et al.

Sheriff's Sale,
On order to sell mortgaged goods and chattels,
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 Richwood Review Office in Richwood, Ohio, on Monday, January, 5th, 1903, at or about the hour of one o'clock P.M. on said day, the following described chattels, towit:-
1 Taylor drum Cylinder printing press; 1 Chandler & Price Gordon 8×12 job printing press; all of the wood and metal type, brass rules, leads and slugs, furniture, cases, racks and stands, stones, sticks, fixtures of all kinds, office furniture and all articles belonging to the Richwood Review Printing Office, contained in a frame building on East Ottawa street, Richwood, Union County, State of Ohio. Also one three horse power Watkins gasoline engine with hanger, shafting, belting and fixtures and one 23 inch paper cutter, Chandler & Price manufacture.
All of the principal articles above mentioned will be sold separately and then offered as a whole to the highest bidder. Terms of sale, Cash.
State of Ohio, Union County ss. S. F. Burnham, Sheriff.

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 25th day of December, 1902, and continued therein 2 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

George H. Worden,

Sworn to and subscribed before me this 31st, day of Jan, 1903.
(Seal) John H. Crawford, Notary Public.

8086 Motion

8086 Entry

8086 Entry

Legal Notice 8086

On Feb. 2nd, 1903, the following Legal Notice was filed:-
H. C. Hamilton vs. Emma V. VanSickle et. al.
Yorke & Hoskins, Attorneys,
On Order of Sale,
Court of Common Pleas, Union County, Ohio.

8086 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, 31st. 1903, at or about the hour of one o'clock P.M. on said day, the following described real estate, towit;- Situated in the Township of Claibourne, County of Union and State of Ohio, and bounded and described as follows;- In the Village of Richwood, and being two lots Nos. 37 and 38 as shown in the original plat of the said Village of Richwood, Ohio, as recorded in Vol. 3 page 317 of the records of deeds of Union County, Ohio, it being the same premises conveyed by deed from Prior Cox and Isabelle Cox, to Thomas T. Fowler, said deed being dated April, 13th, 1874, and recorded in Vol. 42 page 439 of the records of deeds of Union County, Ohio."
Appraised at Twenty-two Hundred ($2200) Dollars. Terms of Sale, Cash.
S. F. Burnham, Sheriff.

State of Ohio, Union County, ss.
I, George H. Horder, Publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 1st day of January, 1903, and continued therein 5 consecutive times during all of which time said newspaper was printed and in general circulation in said County.
Geo. H. Horden.
Sworn to and subscribed before me this 31st, day of January, 1903.
(Seal) John H. Crawford,
Notary Public.

8086 Motion

On Feb. 16th, 1903, the following Motion was filed:-

H. C. Hamilton - Plaintiff.

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

Emma V. VanHuckle et al - Defendants.

Now comes the plaintiff by his Attorney and moves the Court to set aside the sale of the premises returned by the Sheriff herein for the following reason, towit:- the purchaser at said sale, S. A. VanHuckle, has wholly failed to make payment of the purchase money on said sale.

James E. Robinson, Attorney for Plaintiff.

8086 Entry

On Feb. 16th, 1903, the following Entry was filed:-

H. C. Hamilton

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

Emma V. VanHuckle et al. Feb. 16th, 1903.

This day this cause came on to be heard upon the motion of the plaintiff herein, to set aside the sale of the premises made by the Sheriff in this cause, and was submitted to the Court, Upon consideration thereof, the Court sustains said motion, and orders that said sale be set aside for reason stated in said motion, towit:- the purchaser having wholly failed to make payment of the purchase money on said sale.

8086 Entry

On Feb. 16th, 1903, the following Entry was filed:-

H. C. Hamilton

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

Emma V. VanHuckle et al. Feb. 16th, 1903.

This day on motion of the plaintiff leave was granted to the Sheriff to correct return of service to correspond with facts.

8086 Order of Sale

On February, 23rd, 1903, 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 10th day of Oct. 1902, H. C. Hamilton obtained a judgment and decree against Emma V. VanHuckle et al. for the sum of Five Hundred and Sixty-two and 23/100 Dollars and costs of suit, and whereas it was then and there by said Court ordered, adjudged and decreed that the said Emma V. VanHuckle et. al. within five days from the 10th day of Oct. A.D. 1902, pay unto the said H. C. Hamilton the said sum of Five Hundred and Sixty-two and 23/100 Dollars, with interest from the 15th day of Sept. 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 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 $562.23, 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 the Village of Richwood, and being Lots Nos. 37 and 38 as shown in the original Plat of the said Village of Richwood, Ohio, as recorded in Vol. 3, page 317 of the Records of Deeds of Union County, Ohio, it being the same premises conveyed by deed from Prior Cox and Isabelle F. Cox to Thomas

T. Sowerless, said deed being dated April, 13th, 1874, and recorded in Vol. 42 Page 1139 of the Records of Deeds of Union County, Ohio."

We therefore command you that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to Sale the above described real estate under the statute regulating Sales on Execution, and that you apply the proceeds of said Sale in satisfaction of said judgment and decree and costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you, Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville, this 23rd day of February, A.D. 1903.

(Seal) Chas. C. Leihorwood, Clerk

Sheriff's Return.

In obedience to the command of the Order of Sale heretofore issued, I did on the 30th day of December, 1902, summon M. H. Hill, E. E. Moon and H. C. Thomas, 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 30th day of December, 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 ($2200) Twenty-two 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 26th day of February, A.D. 1903, 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 auction, at the door of the Court House of said County on the 28th day of March, 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, towit: five consecutive weeks; and in pursuance to said notice, I did, on said 28th day of March, A.D. 1903, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came H. C. Hamilton, who bid for the same the sum of ($1467) Fourteen Hundred and Sixty-seven Dollars, and said sum being more than two thirds of the appraised value thereof, and said H. C. Hamilton 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 ($1467) Fourteen Hundred and Sixty-seven Dollars.

Sheriff's Fees:- $18.52

S. F. Burnham, Sheriff.

8086 Entry

8086 Legal Notice

On March, 28th, 1903, the following Legal Notice was filed:-

H. C. Hamilton, Pltf. vs. Emma V. VanNuikle et. al. Defts.

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

Gorker & Hoskins & Robinson, Attys.

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, 28th, 1903, at or about the hour of one o'clock P.M. of said day the following described real estate towit:- Situated in the Township of Claibourne, County of Union and State of Ohio, and bounded and described as follows, towit:-

"In the Village of Richwood and being in lots Nos. 37 and 38, as shown in the original plat of the said Village of Richwood, Ohio, as recorded in

Vol. 42 Page

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Appraised at Twenty-two Hundred ($2200) Dollars, Terms of sale – Cash.

S. F. Burnham, Sheriff.

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 26th day of Feb. 1903, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Worden.

Sworn to and subscribed before me, this 28th day of March, 1903.

(Seal) S. A. McNeil, Notary Public.

8086 Entry

On April, 4th, 1903 the following Entry was filed:-

H. C. Hamilton

Vs.

Emma V. Van Winkle et al.

Court of Common Pleas, Union County, Ohio

April, 4th, 1903.

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, Horatio C. Hamilton by deed according to law, the property so sold, towit:- as described in plaintiff's petition, 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. And the Court coming now to distribute the proceeds of said sale amounting to Fourteen Hundred and Sixty-seven Dollars, it is ordered that the Sheriff from said proceeds in his hands pay:-

First: To the Treasurer of this County the taxes, penalty and interest against said property, towit:- the sum of One Hundred and Fifteen and 3/100 Dollars.

Second:- The costs of this action taxed at One Hundred and Eleven & 63/100 Dollars.

Thirdly:- To the plaintiff, Horatio C. Hamilton, out of the remainder and out of the proceeds of sale of chattels the amount found due him with interest, towit:- the sum of Twenty-two Hundred and Forty-nine and 32/100 Dollars, less $329.78 received by plaintiff since this action was begun as a payment for loss by fire.

It is further ordered that the Sheriff out of any balance in his hands after the payment of the above amount found due plaintiff, and the costs and taxes, pay to The Standard Paper Co. upon its claim of $103.97 which by the judgment of this Court is found due it upon its answer and cross-Petition filed herein.

Attest:

Chas. Trumbowood.

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. 1903.

Be it remembered that heretofore, towit: on January 9th, 1903 the following Order of Court was filed with the Clerk of said Court, towit:-

8163 Order of Court.

In the matter of the complaint against Thomas Reed, an Attorney and Counselor at law and an officer of this Court.

Court of Common Pleas, Union County, Ohio.

Order for the institution of proceedings to suspend or remove Thomas Reed, an Attorney.

It having come to the knowledge of Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio, that Thomas Reed, an Attorney and Counselor at law practicing in his said Court has probably been guilty of misconduct in his office of Attorney and Counselor at law and also probably guilty of unprofessional conduct involving moral turpitude in his said office; It is therefore ordered that proceedings on account thereof be instituted against the said Thomas Reed.

It is further ordered that J. L. Cameron, W. T. Hooper, and James E. Robinson, Attorneys at law, practicing in this Court be and they are hereby appointed to prepare and present charges and specifications, a copy of the same to be duly served ten days before the date of the hearing and trial thereof against said Thomas Reed, touching said matters, and to attend upon this Court and conduct such proceedings, according to the Statute in such case made and provided, and this cause is set for hearing on the - day of February, A. D. 1903 at ten o'clock A. M. and before this Court.

January 9th, 1903.

Duncan Dow, Judge of Court of Common Pleas of Union Co. Ohio.

8163 Charges, Complaint and Specifications

Now Feb. 16th, 1903 the following Charges, Complaint and specifications were filed:-

To the Honorable, The Court of Common Pleas of Union County, Ohio; and to the Honorable, the Presiding Judge thereof:-

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

Complaint, charges and specifications against Thomas Reed, an Attorney and Counselor at law, practicing in said Court.

Now comes J. L. Cameron, W. T. Hooper and James E. Robinson, in obedience to the appointment, order and command of this Court heretofore made herein, and charge against Thomas Reed, an Attorney and Counselor at law practicing at this bar and in this Court, with misconduct in office involving moral turpitude, as follows:-

Wholly disregarding his position as an Attorney who should uphold the honor and dignity of the Court, he, the said Thomas Reed, has been discourteous, cruel and criminal in his treatment of the officers of the Court; he has by vituperation, slander and abuse of the presiding Judge and criminal practices connected with the business of the Court tried to lessen the respect and confidence which the public should have in the administration of justice herein. He has abused his privilege as an Attorney to bring on the files of the Court false and scandalous statements and matter affecting the Presiding Judge, and for the sole purpose of injuring the Judge, and

not for the purpose of justice, He has caused false and malicious affidavits to be filed in the Court and put in the public press, affecting the character of the presiding Judge and has personally assaulted, cursed and abused the officers of the Court without cause, and has maliciously slandered, vellified and ill-treated the presiding Judge so as to hinder and impede the administration of Justice herein- all tending to lessen the dignity and standing of the Court and deprive it of the high character which it rightly merits. He has tried to bring into disrepute a most honorable, capable and pure-minded Judge, all for personal spite and malice and without cause. He has knowingly caused clients to make false statements in papers and pleadings herein and has been guilty of such gneral misconduct as to violate the oath he took "to in all things properly conduct himself as an Attorney at law", rendering him, in the opinion of your committee, unfit to longer retain the honorable position as a member of this bar, and in support of the foregoing charge your Committe make the following specifications, towit:-

First:- About the month of January, 1896, he, the said Thomas Reed, did threaten to make an assault upon W. G. Snodgrass, then Sheriff of this County, and the ministerial officer of this Court, and by cursing and profanely swearing and by swinging a heavy cane over the head of said Sheriff in a menacing manner, did attempt to intimidate him into making a levy for which said Sheriff had no authority of law to make.

Second:- About the month of September, 1899, he, the said Thomas Reed, did threaten in the presence of the presiding Judge of this Court, one J. Ed. Robinson, then Sheriff of this County and ministerial officer of this Court, with personal violence, because said Sheriff had refused to serve certain witnesses with subpoena, until his fees were paid, or secured to be paid, and he, the said Thomas Reed, did then and thereby cursing and profanely swearing and by threatening said Sheriff with personal violence, try to coerce and intimidate said Sheriff into serving said subpoenas.

Third:- On a certain occasion in the year, 1900, he, the said Thomas Reed asked the said Sheriff, J. Ed. Robinson, to serve certain papers, and the parties being wholly irresponsible, the said Sheriff demanded that his fees be first secured, whereupon he, the said Thomas Reed said "God damn your soul, did you just come down here for your fees?", and did then and there in a menacing manner threaten to strike and beat the Sheriff with his cane, and did then and there try to intimidate said Sheriff into serving said papers.

Fourth:- On or about the 21st day of April, 1902, he, the said Thomas Reed said to one Milo Myers, "I have been having a Hell of a time with that God damn know-nothing of a little Clerk" (referring to the Clerk of the Court of Common Pleas of Union County) "to get him to file some papers, but I brought him to time, and made the damned fool stamp every page and if he gets smart on my hands again, I will slap him, and clean out the whole God damned pile."

Fifth:- On or about the 3rd day of October, 1902, he, the said Thomas Reed, said to one A. H. Kollgrath, that, "Judge Dow is a God damned bastard. He does not know anything. I think he is losing his mind".

Sixth:- On or about the 20th day of October, 1903, he, the said

Thomas Reed said to one Joseph M. Kennedy, in speaking of Judge Duncan Dow and referring to and speaking of said Judge Dow, "I don't have to practice before the pusillanimous little cuss; I take my cases to another Judge."

Seventh:- On or about the 25th day of September, 1902, he, the said Thomas Reed said to one Milo Myers, "I'll show that God damned Dow that there are Courts in the State that are not prejudiced against me, and I will never try another case before him; he rules against me on every point I argue before him."

Eighth:- On or about the same date last mentioned, he, the said Thomas Reed, said to said Milo Myers (referring to and meaning said Judge Duncan Dow) "I'll show that one legged Judge that there is another one legged man in this country."

Ninth:- On or about the 6th day of December, 1902, he, the said Thomas Reed, showed the said Milo Myers the affidavit for a change of Judge in the case of Oscar Shanks Vs. Alexander Smith, pending in said Court, and said, "I told you that I never would submit another case to Dow, and God damn him, I expect to keep after him until he leaves this Court."

Tenth:- On or about the same date as last above mentioned, he, the said Thomas Reed, said to said Milo Myers, speaking of and meaning the Court of Judge Duncan Dow, "This damned Court never would give me justice".

Eleventh:- On or about the 12th day of January, 1903, he, the said Thomas Reed, said to said Milo Myers, speaking of and meaning said Judge Dow, "I'll show that damned scoundrel that he has no authority to appoint a Committee to prepare charges against me".

Twelfth:- On or about July, 1902, he, the said Thomas Reed, said to one Chas. Penhorwood, Clerk of said Court, "I will have that damned little Duncan Dow standing on his head before he gets through with this case (referring to the case of Said Vs. Wire then pending in the Circuit Court of this County) "I saw one Judge out of the State and I am now going after Dow."

Thirteenth:- He, the said Thomas Reed, did repeatedly and on divers occasions and to divers persons use profane, abusive and disrespectful language about the said Judge Dow, and his said Court; and did on divers occasions and to divers persons threaten to apply for a change of Judge in every case he had in said Court, and in pursuance to said threats and with a view to humiliating said Judge Duncan Dow, and for the purpose of bringing him into disrepute and disgrace, and not for the purpose of Justice, he, the said Thomas Reed, did on the 25th day of September, 1902, write, prepare and file a certain affidavit in Case No. 8103, pending in said Court, with the Clerk of said Court, in which said affidavit, he, the said Thomas Reed, had one Alfred Rogers, who was then his client, to swear that said Judge Dow was prejudiced against him, the said Alfred Rogers, and that by reason of said prejudice said Alfred Rogers could not have a fair and impartial trial before said Court, which affidavit was wholly false; and he the said Thomas Reed, then and there well knowing said affidavit was false and that said Judge Dow was not prejudiced against said Alfred Rogers and that said Alfred Rogers knew said Judge Dow was not prejudiced against him, and that he, the said Alfred Rogers, did not know what the affidavit contained when he signed it.

Fourteenth:- And again on the 2nd day of October, 1902, in pursuance of said threats, and with a view to humiliating and bringing into dispute and disgrace said Judge Dow, and not for the purpose of justice, he, the said Thomas Reid, did in Case No. 8085, pending in said Court, write, prepare and file an affidavit of one Orrin G. Stalke, then a client of said Thomas Reid, which affidavit stated that said Judge Dow was prejudiced against him, the said Orrin G. Stalke, and that by reason of said prejudice, he, the said Orrin G. Stalke, could not get justice in said Court, which affidavit was wholly untrue, he, the said Thomas Reid well knowing said Judge Dow was not prejudiced against said Orrin G. Stalke, and that said Orrin G. Stalke knew said Judge Dow was not prejudiced against him, and that said affidavit was false.

Fifteenth:- And again on the 5th day of December, 1902, in pursuance of said threats and with a view to bringing said Court into dispute and disgrace, he, the said Thomas Reid, did write, prepare, and file an affidavit of one Enoch Stewart, then a client of his, which said affidavit stated that said Judge Dow was prejudiced against said Enoch Stewart, and which affidavit was false, he, the said Thomas Reid, well knowing said Judge Dow was not prejudiced against said Stewart, and that said affidavit was false.

Sixteenth:- And again on the 6th day of December, 1902, in pursuance of said threats and with a view to bringing said Judge Dow into disrepute and to humiliate and disgrace him, he, the said Thomas Reid, did cause one Oscar Shanks who was then his client, to make an affidavit, in Case No. 8135 pending in said Court, that said Judge Dow was prejudiced against him, the said Oscar Shanks, and that by reason of such prejudice he could not have a fair and impartial trial before said Judge, which statement was false, he, the said Thomas Reid well knowing said Judge Dow was not prejudiced against the said Oscar Shanks, and that said affidavit was false, and that said Oscar Shanks knew said Judge Dow was not prejudiced against him, and had so told him, the said Thomas Reid.

And he, the said Thomas Reid, has filed no other cases and has had no other cases pending in said Court of Common Pleas of Union County, Ohio, since said threats were made to said Charles Swinehorwood and Milton Haines as hereinbefore set forth, except the four cases herein before referred to, in each of which an affidavit for a change of Judge has been filed.

Your Committee further charge: That said Thomas Reid has been guilty of unprofessional conduct, involving moral turpitude, in this, towit: He, the said Thomas Reid, on the 26th day of September, 1902, being then and there an Attorney for one Alfred Louis Rogers in a certain Cause then pending in the Court of Common Pleas of Union County, Ohio, entitled "Alfred L. Rogers Vs. John Lafountaine and Hattie Lafountaine, did procure and induced said Alfred Louis Rogers to sign and swear to a certain affidavit prepared and written by him, the said Thomas Reid, alleging that said Judge Duncan Dow was prejudiced against him and his interests and that by reason of the prejudice, the affiant could not have a fair and impartial trial before said Judge (which affidavit was wholly false) without reading said affidavit to said Alfred Louis Rogers, or allowing him to read it, and without informing him what the affidavit contained, he, the said Thomas Reid, well knowing that

said Judge Dow was not prejudiced against said Alfred Louis Rogers, and that said Alfred Louis Rogers knew said Judge Dow was not prejudiced against him, and that if said affidavit had been read to him or he had been correctly informed as to what the affidavit contained, he would not have signed and sworn to the same.

And in this, towit: He, the said Thomas Reid, on the 6th day of December, 1902, did procure and induce one Oscar Shanks to sign and swear to a certain affidavit in a certain case then pending in the Court of Common Pleas of Union County, Ohio, entitled Oscar Shanks against Dr. Alexander Smith, which affidavit stated that said Judge Duncan Dow was prejudiced against him, the said Oscar Shanks, and his interests, and that by reason of such prejudice he could not receive a fair and impartial trial before said Judge Dow, (which affidavit was wholly false) he, the said Thomas Reid, well knowing that said Judge Dow was not prejudiced against said Oscar Shanks and that he could receive a fair and impartial trial before said Judge, and well knowing that said Oscar Shanks knew said Judge was not prejudiced against him or his interests, the said Oscar Shanks having told him, the said Thomas Reid, that he did not know Judge Dow and that he had no reason to believe that Judge Dow was prejudiced against him, and having asked him, the said Thomas Reid, if it would be right for him to sign that affidavit and having received from him, the said Thomas Reid, the assurance that it made no difference whether the said Judge Dow was prejudiced against him, the said Oscar Shanks, or not, that he was prejudiced against him, the said Thomas Reid, and therefore he, the said Oscar Shanks had a perfect right to make the affidavit.

And in this, towit:- He, the said Thomas Reid, believing it to be necessary to verify a petition in error, did on the 17th day of October, 1902, cause and induce one J. H. Wright, who was then his client, to allege in a petition in error in the case of the State of Ohio on relation of John D. Mather against Wm. A. Wright et. als. then pending in the said Court of Common Pleas, that said case was pending in the Circuit Court of Union County, Ohio, and assigned that fact as one of the grounds of error, and had said petition filed in the said Circuit Court, when in truth and in fact said case was not pending in said Circuit Court, as he, the said Thomas Reid, well knew.

8163 Entry

And in this, towit:- On or about the — day of Jan. 1896, he, the said Thomas Reid, presented to John A. Price, then Judge of the Court of Common Pleas of Union County, Ohio, for allowance a bill of exceptions in the case of Frederick Sparks &c. vs. Robt. Henderson et. al. tried in said Court, in which bill of exceptions he recited as a fact that he, as Attorney for said Sparks had requested the Judge to charge the jury in writing, which recital was not true, as he, the said Thomas Reid, well knew, which said bill of exceptions said Judge John A. Price refused to sign and allow whereupon he, the said Thomas Reid, afterwards in the absence of said Judge, had said recital removed from said bill of exceptions, and without again presenting said bill of exceptions, as amended, to said Judge, brought an action in the Circuit Court of Union County, Ohio, in mandamus to compel said Judge to sign and allow said bill of exceptions as amended.

8163 Order to Serve copy of Complaint &c.

And in this, towit:- The said Thomas Reid, believing it to be necessary to verify a petition in error in the Circuit Court, on or about the 25th

day of March, 1896, in a petition in error in cause of Fredrick Sparks by Isaac Sparks, his next friend, Vs. Robert Henderson et. al, filed in the Circuit Court of Union County, Ohio, set out in said petition in error in said cause, the Court erred in refusing to give his charge in writing, as asked for by plaintiff, as one of the errors complained of in said petition; Whereas, in truth and in fact, said Reid well knew said plaintiff did not ask said Court to charge said jury in writing, and said Thomas Reid well knew said Court did not refuse to charge said jury in writing; and said Thomas Reid knowing the facts hereinabove set forth, prepared said petition and required his client Isaac Sparks to verify said petition.

And in this, towit:- The said Thomas Reid in a certain affidavit in the case of Fredrick Sparks by his next friend Isaac Sparks vs. Robert Henderson et. al. prepared and sworn to by said Thomas Reed, set out among other things the following:- "That he, the said Thomas Reid, did prepare a true bill of exceptions of the exceptions taken at said trial and duly and formally did present the said bill of exceptions, so taken at said trial, to John A. Price, during the said January Term, 1896, and he, the said John A. Price, who was the said Judge did refuse to sign the same;" he also says that, "he did often ask John A. Price to sign said bill of exceptions, and he, the said John A. Price did refuse to sign said bill of exceptions". Whereas in truth and in fact, said John A. Price did not refuse to sign a true bill of exceptions, and said Thomas Reid did not present a true bill to said Price, which said Reid well knew.

All of which are respectfully submitted:

J. S. Cameron.
W. T. Hooper.
James E. Robinson } Prosecutors.

8163 Entry

On February 16th, 1903, the following Entry was filed:-

In the matter of the complaint against Thomas Reid, an Attorney and Counselor at law, and an officer of this Court.

Court of Common Pleas.
Union County, Ohio
February, 16th, 1903.

This day came the Committee heretofore appointed in this case and presented to Duncan Dow, Judge of said Court, Complaint, Charges, and Specifications against the said Thomas Reid.

Whereupon, said Court ordered the Clerk to file the same, and that a certified copy of said Complaint, Charges and Specifications be served on said Thomas Reid, and that the hearing of said Complaint Charges, and Specifications be set for the 13th day of April, 1903, and that said Thomas Reid be served with notice of said assignment.

8163 Order to Serve copy of Complaint &c.

On February, 17th, 1903, the following Writ was issued:-

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

To the Sheriff of said County, Greeting:-

We command you that you forthwith deliver to Thomas Reid, the enclosed certified copy of the Complaint, Charges and Specifications against him, if he may be found in your bailiwick.

And make due return of your proceedings hereon to said Court, and

Have you then there this Writ.
Witness my hand and the seal of said Court, this 17th day of February A.D. 1903.
(Seal) Chas. Leuhorwood, Clerk

Indorsed.

The State of Ohio, Union County ss.
Received this writ Feby 17th, 1903, and on the same day, I delivered to Thomas Reed personally, the inclosed certified copy of the Complaint, Charges and Specifications against him as commanded by this writ.
Fees:- 86 cts. S. F. Burnham, Sheriff.

8163 Notice and Order to Serve

On Feb. 17th, 1903, the following Notice and Writ were issued:-
In the matter of the Complaint against Thomas Reed, an Attorney and Counselor at law, and an Officer of this Court.
Court of Common Pleas, Union County, Ohio.

Thomas Reed will take notice that the above cause is now pending in this Court, and will be heard on the 13th day of April, A.D. 1903.
(Seal) Chas. Leuhorwood, Clerk

The State of Ohio, Union County ss. Court of Common Pleas.
To the Sheriff of said County, Greeting;
We command you to forthwith deliver to Thomas Reed a copy of the above notice if he may be found in your bailiwick, And make due return to said Court of your proceedings hereon, and have you there this writ. Witness my hand and the seal of said Court this 17th day of February, A.D. 1903.
(Seal) Chas. Leuhorwood, Clerk

Indorsed:-

The State of Ohio, Union County ss.
Received this writ Feb. 17th, 1903, and on the same day I delivered to Thomas Reed personally a true and certified copy thereof.
Fees: 86 cts. S. F. Burnham, Sheriff.

8163 Entry

On April, 13th, 1903, the following Entry was filed:-
In the matter of the Complaint, Charges, and Specifications against Thomas Reed, an Attorney and Counselor at law, practicing in the Court of Common Pleas of Union County.
Court of Common Pleas, Union County, Ohio. April, 13th, 1903.

This day the matter of said complaint coming on for trial before Duncan Dow, Judge of the Court of Common Pleas of the Third Sub-Division of the Tenth Judicial District of Ohio, was heard upon the said complaint, charges and specifications and the evidence; and it appearing to the Court that the said Thomas Reed, the accused, had been served with a copy of said complaint, charges and specifications certified to by the Clerk of said Court under seal of said Court on the 17th day of February 1903; and on the said date the said Thomas Reed was also notified that said matter would be for trial on this the 13th day of April, 1903, and it appearing to the said Court that sufficient and reasonable time had elapsed since said copy and notice was served upon the said Thomas Reed for him to collect and present

testimony in his defence; and it further appearing from the evidence that the said Thomas Reed had been guilty as an Attorney at law of unprofessional conduct involving moral turpitude and also misconduct in office all as charged in said complaint, charges and specifications;

It is therefore considered, ordered and adjudged by said Court that the said Thomas Reed be disbarred from the practice of law and removed from his office as an attorney at law.

Duncan Dow, Judge.

8163 Entry

On April, 13th, 1903, the following Entry was filed:-

In the matter of the Complaint &c, against Thomas Reed, an Attorney &c,

Court of Common Pleas, Union County, Ohio.

J. L. Cameron, H. T. Hooper and James E. Robinson having been heretofore appointed by the Court to prepare and present a complaint, charges and specifications against Thomas Reed in the above entitled case, and the service having been performed and said case having been heard and disposed of by the Court, it is ordered by the Court that the said J. L. Cameron be and is hereby allowed the sum of One Hundred Dollars for his said services in that behalf and the sum of Five Dollars for expenses incurred in said matter, and the said H. T. Hooper be and is hereby allowed the sum of One Hundred Dollars for his said services in that behalf and the sum of Fifteen Dollars for his expenses incurred in said matter; and the said James E. Robinson be and hereby is allowed the sum of One Hundred Dollars for his said services in that behalf and the sum of Two Dollars for his expenses incurred in said matter, and that Anna McCrory be and hereby is allowed the sum of Four Dollars for her services as Stenographer; and that the witnesses together with the fees of the Sheriff and Clerk be paid out of the County Treasury.

Duncan Dow, Judge.

Attest: Chas. E. 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 Hon. Duncan Dow, Judge of said Court at the March Term A.D. 1903.

Be it remembered that heretofore, towit, on March 28th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8178 Petition

A. F. Benedict — Plaintiff.

vs.

Court of Common Pleas, Union County, Ohio.

J. H. Livingston — Defendant.

First cause of action:- On the 24th day of March, 1902, the plaintiff at the request of the defendant and for his accommodation, and without consideration joined with him in executing their certain joint and several promissory note to one B.F. Stahl in consideration of a lease of his farm to the defendant, which note was for the sum of Seventy-five Dollars payable on or before the first day of Nov. 1902. Defendant in consideration of said accommodation from plaintiff promised to hold him harmless from any loss or damage on account of his so signing said note. On the 2nd day of January, 1903, one Charles T. Hinds, then the legal holder of said note, recovered a judgment thereon against the plaintiff and the defendant before T.C. Moore, a Justice of the Peace in and for Jackson Township, Union County, Ohio, for the sum of Seventy-five Dollars and seventy-five Cents, his debt, and for Seven Dollars and Sixty-five cents costs thereon; and on the 14th day of January, 1903, plaintiff was compelled to and did pay to said Justice of the Peace the sum of Eighty-three Dollars and Fifty-five cents in satisfaction of said judgment, no part of which has ever been repaid to him.

Second cause of action:-

On the 24th day of March, 1902, the plaintiff at the request of the defendant and for his accommodation and without consideration joined with him in executing their certain joint and several promissory note to one B.F. Stahl in consideration of a lease of his farm to the defendant, which note was for the sum of Seventy-five Dollars payable on or before the first day of March, 1903. Defendant in consideration of said accommodation from plaintiff promised to hold him harmless from any loss or damage on account of his so signing said promissory note. On the 7th day of March, 1903, plaintiff, as one of the makers of said promissory note, was called upon and obliged to pay, and did pay, to The La Rue Banking Company, the legal holder thereof, the said amount of Seventy-five Dollars, no part of which has ever been repaid to him.

8178 Entry

Third Cause of action:-

There is due plaintiff from the defendant the sum of Fifteen Dollars, which he claims, with interest thereon at the rate of eight per cent per annum from the third day of September, 1902, on a certain promissory note, on which there are no credits and indorsements, and of which the following is a true copy:-

$15.00

Feb. 3d, 1903,

Seven months after date, I, we, or either of us, promise to pay to the order of A. F. Benedict, Fifteen Dollars, at eight per cent interest, value received.

(Signed) J. H. Livingston,

Wherefore plaintiff prays judgment against the defendant for the sum of One Hundred and Seventy-three Dollars and Fifty-five cents, with interest on $83.55 thereof from the 14th day of January, 1903, and interest on $75.00

thereof from the 7th day of March, 1903 and interest on fifteen Dollars thereof at the rate of eight per cent per annum from the third day of September, 1902, and costs of this action.

J. F. Millar, Atty for Plaintiff.

State of Ohio, Union County ss.

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

A. F. Benedict.

Subscribed in my presence and sworn to before me by the said A. F. Benedict this 28th day of March, 1903. (Seal) J. F. Millar, Notary Public.

8178
Precipe

To the Clerk of said Court:-

Issue summons to the Sheriff of Union County for the defendant, indorsed for money only, amount claimed $173.56, with interest as claimed in prayer (State it specifically), and make the same returnable according to law.

J. F. Millar, Atty.

8178
Summons

On March, 28th, 1903 the following Summons was issued:-

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

You are hereby commanded to notify J. H. Livingston that he has been sued by A. F. Benedict in the Court of Common Pleas of Union County, and must answer by the 25th day of April, 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 6th day of April, A. D. 1903.

Witness my hand and the seal of said Court this 28th day of March, A. D. 1903.

(Seal) Chas C. Leuhorwood, Clerk

Sheriff's Return.

Received this writ Mar. 30th, A. D. 1903, at 1 o'clock P. M. and served same by leaving at the usual place of residence of J. H. Livingston a true and certified copy of this writ with all the endorsements thereon, March, 31st. 1903.

Sheriff's Fees: $3.90

S. F. Burnham, Sheriff.
By Howard Gray.

8178
Entry

A. F. Benedict.
Vs.
J. H. Livingston

Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

Now comes the plaintiff by his Attorney and the defendant being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by him to be true; and that he is indebted to the plaintiff in the sum of One Hundred and Sixty and 22/100 Dollars.

It is therefor considered by the Court that the said plaintiff, A. F. Benedict recover from the defendant, J. H. Livingston the said sum of $160.22 and his costs herein expended taxed to $—: for which execution is allowed to issue.

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, 1903.

Be it remembered that heretofore, towit, on March, 27th, 1903 the following petition was filed with the Clerk of said Court, towit:-

8176
Petition

Alfred V. Kennedy.—Plaintiff.

vs.

Court of Common Pleas, Union County, Ohio.

William Diehl and
Mary Jane Diehl, his wife—Defendants.

First cause of action:- The defendants are indebted to plaintiff on a promissory note of which the following is a copy with all credits and indorsements thereon: $500.00 Milford Center, Ohio, Feb. 8th, 1901.

On or before two years after date, for value received we promise to pay Alfred V. Kennedy Five Hundred Dollars at Milford Center Bank, with interest at the rate of 6 per cent per annum.

William Diehl.
Mary Jane Diehl.

Attest: Chas F. Monroe.

10¢ U.S. Rev. stamp affixed, properly cancelled.

Indorsed on back of note "February 2, 1902. Interest paid."

There is due plaintiff from said defendants on such note the sum of $500.00, which he claims with interest at six per cent per annum from the 2nd day of February, 1902.

Waiver

Second cause of action:- At the time of delivering said note described in plaintiff's first cause of action, to plaintiff, and also one other note of the same date for the sum of $500.00 due and payable to this plaintiff, in five years after the date thereof, with interest at six per cent per annum, to secure the payment of the said two notes, the defendants duly executed and delivered to plaintiff, their mortgage deed conveying the following described premises, situated in the County of Union, State of Ohio, and bounded and described as follows:-

Answer
8176

Beginning at an iron rod in the center of the Sabina & Bigelow Pike on the North-east corner of Lot No. 2 of William Kennedy's land; thence with the center line of said pike N. 8 deg. 31' E. 4 chains 47 poles to an iron rod at the Northwest corner of the Parthemore lands; thence with the North line of said lands, S. 81 deg. E. 17.19 chains to a stone in said line and corner of J. A. Moody's land; thence with the line of said Moody's land N. 8 deg. 46' E. 14.85 chains to a stone in said line and S.E. corner of Lot No. 4 of Swain Kennedy's land; thence with the South line of Lot No. 4 N. 81 deg. W. 17.30 chains to an iron rod in the center of the pike aforesaid and corner of lot No. 4; thence with the center line of said pike and old road N. 8 deg. 30' E. 1.46 chains to a stone corner of Mary A. Thurman's lands in center of old road; thence with the line of said Mary A. Thurman's land S. 8 deg. 20' W. 1.28 chains to a stone in said line and N.W. corner of lot No. 2 of William Kennedy's land; thence with the North line of Lot No 2 S. 81 deg. E. 23.04 chains to the place of beginning, containing 5.167 acres known as Lot No. 3 and being part of Survey No. 6316.

Said mortgage was conditioned that if the said William Diehl and Mary Jane Diehl, his wife, shall pay or cause to be paid unto the said Alfred V. Kennedy or to his executors, administrators and assigns, their said two promissory notes of even date herewith, ~~one~~ for Five Hundred Dollars each, one note due in two years from date and the other due in five years from date thereof, bearing six per cent interest per annum, which each shall become due, these three

presents shall be void, otherwise to be and remain in full virtue in law.
Plaintiff says said defendants have failed to pay said note described in plaintiffs first cause of action herein when due according to the tenor and effect thereof, by reason whereof said mortgage deed has become absolute,
On the – day of February, 1901, at – o'clock – M. said mortgage deed was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Mortgage Book Vol. 36 p. 623 of the records in said office,
Plaintiff says there is due him on his first cause of action herein, the sum of $500.00 with interest thereon from the 2nd day of February, 1902, at six per cent per annum,
Plaintiff therefore asks judgment against said defendants in said sum of $500.00 with interest thereon from the 2nd day of February, 1902, at six per cent per annum and that said mortgage may be foreclosed and said premises ordered sold and the proceeds applied to the payment of said judgment, and for all other and further relief right and proper.
John S. Gill, Attorney for Plaintiff.
State of Ohio, Union County, ss.
Alfred V. Kennedy plaintiff, being first duly sworn says that the facts stated and the allegations contained in the foregoing petition are true as he verily believes.
Alfred V. Kennedy.
Sworn to before me by the said Alfred V. Kennedy and subscribed by him in my presence this 23rd day of March A. D, 1903.
(Seal) Chas. F. Monroe, Notary Public.
Marysville, O. March 30th, 1903,

Waiver — We hereby waive the issuing and service of process and enter our appearance herein.
Wm. Diehl
Mary Jane Diehl
By J. H. Kinkade, their Attorney.

Answer 8176 — On April 21st, 1903, the following Answer was filed:-
Alfred V. Kennedy – Plaintiff
Vs.
Court of Common Pleas, Union County, Ohio.
William Diehl and Mary Jane Diehl – Defendants,
Now comes William Diehl and answering for himself and his Co-defendant, Mary Jane Diehl, his wife, says that he admits the facts set up in the petition of the plaintiff, but says that said note and mortgage are given to secure the balance of the purchase money due upon the premises in the petition described, That he purchased said premises of the plaintiff, Alfred V. Kennedy, who conveyed the same to him by a deed of general warranty.
This defendant says that he has since learned that the said Alfred V. Kennedy the plaintiff derived his title to said land from Alfred V. Morse under and by virtue of the will of said Alfred V. Morse, a copy of which is hereto attached marked Exhibit "A", and made a part of this answer.
That the clause in said Will by which the plaintiff Alfred V. Kennedy derives his title reads as follows: "I give and bequeath my farm of 194 acres lying in Union County, Ohio to Alfred V. Kennedy, Swain Kennedy John Kennedy and William Kennedy sons of Oramell Kennedy to be equally divided between them according to the valuation per acre with the improvement valued at $60.00 per acre. Provided, however that there is real and personal property enough to make Cecil Kennedy, Rebecca E. Kennedy, Nancy Kennedy and George F. Morse equal to them.

The land not to be sold or conveyed out of the Kennedy family."
And also the following clause in said Will qualifying said bequest "Provided however that if either of the Kennedy heirs should die without issue or heirs to their body, then their share shall be equally divided between the Kennedy heirs."

This answering defendant further represents to the Court that the said clause in said Will, "The land not to be sold or conveyed out of the Kennedy family," so entailed said land that the said plaintiff was prohibited from selling or disposing of the same unto this defendant, and as to this the defendant asks the Court's opinion thereon and prays the Court that the plaintiff be barred and enjoined from collecting said note and foreclosing said mortgage, or else that the title to said premises be quieted in this defendant.

The defendant further represents to the Court that he is ready and willing to pay said note if the said provision of the Will of Alfred V. Morse does not make invalid the title he derived to said land from the plaintiff, Alfred V. Kennedy, and the title be declared good.

Therefore, this answering defendant prays the Court to pass upon said title and determine whether this defendant shall pay said note and if so that the title be quieted in this defendant; that the costs of this action be assessed on the plaintiff and for such other relief as he may in equity be entitled to.

J. H. Kinkade, Atty. for Defendant.

8176 Demurrer

State of Ohio, Union County, ss.

William Diehl, being duly sworn says that the facts stated and allegations in the foregoing answer are true as he verily believes.

William Diehl.

Sworn to and subscribed before me by the said William Diehl this 20th day of April, 1903. (Seal) J. H. Kinkade, Notary Public.

Exhibit "A."

Will of Alfred V. Morse.

In the name of God, Amen.

I, Alfred V. Morse of the County of Union and State of Ohio, being of sound mind and memory, do hereby make, publish and declare this to be my last Will and Testament hereby revoking and making void all former Wills by me at any time heretofore made.

First:- I Order and direct my Executors as soon after my decease as practicable to pay off and discharge all the debts, dues, and liabilities that may exist against me at the time of my decease.

Second:- It is my will to have a monument for each of us, me and my wife Rebecca worth not less than Five Hundred Dollars each to be paid out of my estate.

Third:- I give and bequeath unto my wife Rebecca all the residue of my estate both real and personal to be controlled by her during her natural life on condition however that Nancy Parthemor have a home on my premises and support out of my estate during her natural life.

Fourth:- I give and bequeath my Farm of One Hundred and Ninety-four acres lying in Union County, Ohio, to Alfred V. Kennedy, Swain Kennedy, John Kennedy and William Kennedy sons of Cranell Kennedy to be equally divided between them according to the valuation per acre with the improvements valued at Sixty Dollars per acre. Provided however that

8176 Entry

there is real and personal property enough to make Aerial Kennedy, Rebecca E. Kennedy, Nancy Kennedy, and George F. Morse equal to them; the land not to be sold or conveyed out of the Kennedy family. In case of Aerial Kennedys death then Crandell Kennedy shall have his share.

Fifth:- I give and bequeath unto William A. Morse of Madison County, Ohio, the sum of Five Hundred Dollars if there should be enough property after my estate is settled it shall be divided equally amongst the eight first named heirs; provided however, that if either of the Kennedy heirs should die without issue of heirs to their body then their share shall be equally divided between the Kennedy heirs. Provided, however that George F. Morse should die without issue or heirs to his body then his share goes to the Kennedy heirs herein mentioned.

Sixth:- I herein nominate and appoint Alfred V. Kennedy and George F. Morse as my Executors.

In Witness whereof I have hereunto subscribed my name this 5th day of March, A. D. Eighteen Hundred and Seventy Seven,

Witnesses:- (Signed) Alfred V. Morse.

S. D. Elliott, Milford Center, Ohio.

J. G. Turner, Milford Center, Ohio.

8176 Demurrer

On April, 25th, 1903, the following Demurrer was filed:-

Alfred V. Kennedy - Plaintiff

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

William Diehl and Mary Jane Diehl - Defendants

Now comes the plaintiff and demurs to the answer of the defendants in this action for the reason that said answer does not state facts sufficient to constitute a defense to plaintiffs cause of action as stated in the petition in this action.

John S. Gill, Attorney for Plaintiff.

8176 Entry

On April, 27th, 1903, the following Entry was filed:-

Alfred V. Kennedy - Plaintiff.

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

William Diehl and Mary Jane Diehl - Defendants. Apr. 27th, 1903.

This day this cause came on to be heard upon the demurrer of the plaintiff, Alfred V. Kennedy to the answer, and was argued by counsel and submitted to Court upon the pleadings and the Bill of Alfred V. Morse, and the Court being fully advised in the premises, it is adjudged by the Court that said demurrer be and the same is hereby sustained

And the Court further considering the pleadings and especially the Bill of Alfred V. Morse find that the said Alfred V. Morse by his said Bill devised unto the plaintiff Alfred V. Kennedy, the real estate described in the plaintiff's petition as an estate in fee simple, absolute, without condition.

That the clause in the will "The lands not to be sold or conveyed out of the Kennedy family", is repugnant to the nature of the estate devised and is void.

And the Court further find that the defendant William Diehl is in possession of an estate in fee simple, absolute, of the lands described in the plaintiff's petition.

And neither party desiring to plead further, it is adjudged and decreed by

the Court that the plaintiff recover of the defendants, said sum of $500, with interest thereon from the 2nd day of February, 1902, at 6% per annum, together with his costs in this behalf expended taxed at $ — for which execution is ordered.

And it is further ordered by the Court that unless the said defendants William Diehl and Mary Jane Diehl pay or cause to be paid said above adjudged sum of money to the plaintiff within 60 days from the date of the entry hereof, an order of sale issue to the Sheriff for the time being of said County, commanding him as such said Sheriff to cause said premises to be appraised, advertised and sold as upon execution.

Attest: Chas Teuhorwood, Clerk

8151
Petition

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the March Term, A. D, 1903.

Be it remembered that heretofore, towit, on January, 24th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8151 Petition

Monroe Martin ---- Plaintiff.

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

Albert U. Martin, and Florence Belle Martin, his wife;
Lena Martin, wife of the plaintiff, Monroe Martin;
Minerva Laughery and David Laughery, her husband; who
live at Bellaire in Crawford County, in the State of Illinois;
Charles J. Earlewine, age 18, and Ollie Earlewine, age 17, children
of Elnora Earlewine, died, and who was a daughter of Charles Martin, died;
and Ester Martin, widow of Charles Martin, died, ---- Defendants.

The plaintiff, Monroe Martin says that on or about the 7th day of May, 1902, Charles Martin, late of Union County, Ohio, died intestate, seized of an estate in fee simple in the following described real estate in the County of Union, Ohio, towit: Situate in the Township of Leesburg, County of Union and State of Ohio, and being all of Lot No. 10 of the sub-division of Survey No. 5613, made by James Ealon, Surveyor, to which sub-division reference is hereby made for a more full description of said land, containing 109 acres more or less."

There is sufficient personal property to pay the debts of said estate.

The said Charles Martin left Ester Martin, his widow, who is entitled to dower in said premises who resides on the premises.

The said premises descended to the following persons only heirs and legal representatives of the said Charles Martin, deceased, subject to said dower, towit:-

The plaintiff, Monroe Martin, a son of said Charles Martin, deceased; and the following persons, children and Grand-children of the said Charles Martin, towit: Albert U. Martin, Minerva Laughrey, wife of David Laughrey; Charles J. Earlewine and Ollie Earlewine, both children of Elnora Earlewine, died, and who was a daughter of said Charles Martin, died, all of whom reside in Union County, Ohio, except Minerva Laughrey and David Laughrey, her husband, who reside in Crawford County, State of Illinois, and all of lawful age, except Charles J. Earlewine, age 18, and Ollie Earlewine age 17, and neither of whom have a guardian appointed by law. The parties above named have the following undivided estate in said premises, subject to the dower interest of said Ester Martin, towit:- Monroe Martin, the plaintiff, one undivided fourth (1/4) in fee; Albert U. Martin, one undivided fourth (1/4) in fee; Minerva Laughrey, wife of David Laughrey, one undivided fourth (1/4) in fee; Charles J. Earlewine, one undivided eighth (1/8) in fee; and Ollie Earlewine, one undivided eighth (1/8) in fee.

The plaintiff asks that said Ester Martin, widow of Charles Martin and the said Lena Martin, Albert U. Martin, Florence Belle Martin, Minerva Laughrey, David Laughrey, Charles J. Earlewine and Ollie Earlewine, may be made parties defendant to this petition; and the said plaintiff desiring to hold his said interest in severally prays that partition may be made of said premises according to the interests of the parties, and that the dower of the said Ester Martin may be assigned in said premises; or if it shall appear that partition cannot without manifest injury be made, then that the same may be sold, or other order taken pursuant to the statute in such

case made and provided.

F. T. Arthur, Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Monroe Martin, plaintiff, being sworn says that the statements made and allegations contained in the foregoing petition are true as he verily believes.

Monroe Martin.

Sworn to by Monroe Martin before me and signed by him in my presence this 24th day of January, 1903. (Seal) Milton Haines, Dep. Clerk

8151 Praecipe

On Jan. 24th, 1903, the following Praecipe was filed:-

Monroe Martin — Plaintiff.

Vs. Union Common Pleas.

Albert U. Martin et. al. — Defendants,

To Clerk:- Issue summons in the above entitled case to Charles J. Earlewine, age 18, Ollie Earlewine, age 17.

F. T. Arthur, Atty.

8151 Summons

On Jan. 24th, 1903, the following Summons was issued:-

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

You are hereby commanded to notify Charles J. Earlewine and Ollie Earlewine that they with others have been sued by Monroe Martin in the Court of Common Pleas of Union County and must answer by the 2/st day of Feb. 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 February, A.D. 1903,

Witness my hand and the seal of said Court this 24th day of January, A.D. 1903,

Chas. C. Leatherwood, Clerk

By Milton Haines, Deputy.

(Seal)

Sheriff's Return,

Received this writ Jan. 25th, A.D. 1903, at 8 o'clock A. M. and served same, I hereby acknowledge service of the within summons, Jan. 30, 1903.

Charles Earlewine,

Charles J. Earlewine, being a minor, having no guardian, his father and mother being dead, I hereby acknowledge service of the within summons as being the person with whom he resides, this 30th day of January, 1903.

Monroe Martin,

Received this writ Jan. 25th, A.D. 1903, and served same by personally handing to Ollie Earlewine, a true and certified copy of this writ with all the endorsements thereon, Jan. 31st, 1903. She being a minor and having no Guardian, her father and mother being dead, I also personally handed a true and certified copy of this writ with all the endorsements thereon to Monroe Martin with whom she resides, Jan. 31st, 1903.

Sheriff's Frs:- $4.96

S. F. Burnham, Sheriff.

8151 Waiver

On January, 30th, 1903 the following Waiver was filed:-

Monroe Martin — Plaintiff.

Vs. In Common Pleas Court Union County, Ohio,

Albert U. Martin et. al — Defendants.

We, the undersigned, hereby waive the issuing and service of

8151 Entry

8151 Answer

8151 Entry

8151 Entry

summons in the foregoing proceeding, and hereby voluntarily enter our appearance herein.
January 29th, 1903.
A. U. Martin.
Flonnie B. Martin.
Lena Martin
Ester Martin.

8151 Waiver — On January, 30th, 1903, the following Waiver was filed:-
Monroe Martin — Plaintiff
Vs. In Common Pleas Court, Union County, Ohio.
Albert U. Martin et. al. — Defendants.
We, the undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby voluntarily enter our appearance therein.
January, 28th, 1903
Minerva Laughery.
David Laughery.

8151 Entry — On Feb. 28th, 1903, the following Entry was filed:-
Monroe Martin.
Vs. Court of Common Pleas, Union County, Ohio.
Albert U. Martin et. al. Feb. 28th, 1903.
It is ordered by the Court that James E. Robinson be, and he is hereby appointed Guardian ad litem to the defendants, Charles J. Earlewine and Ollie Earlewine, infants named in the petition, and the said James E. Robinson appears in open Court and accepted said appointment and filed his answer as such Guardian ad litem.

8151 Answer — On Feb. 28th, 1903, the following Answer was filed:-
Monroe Martin — Plaintiff
Vs. Court of Common Pleas, Union County, Ohio.
Albert U. Martin et. al. — Defendants.
The defendants, Charles J. Earlewine and Ollie Earlewine by James E. Robinson their Guardian ad litem appointed by this Court, for answer to the petition filed in this case say that they are of tender years, and ignorant of the matter in said Petition set forth, therefor deny each and every allegation in said petition contained, and pray the protection of the Court in the premises.
James E. Robinson, Guardian ad litem,

8151 Entry — On Feb. 28th, 1903, the following Entry was filed:-
Monroe Martin —
Vs. Court of Common Pleas, Union County, Ohio.
Albert U. Martin et. al. Feb. 28th, 1903.
This cause came on to be heard upon the petition of Monroe Martin, and the answer of the Guardian ad litem of Charles J. Earlewine and Ollie Earlewine infant defendants, and the exhibits, on consideration whereof, and it appearing to the satisfaction of the Court that all the parties have had due notice of the pendency and demand of the said petition as required by law, and that the petitioner has a legal right and estate in the premises described in the petition, and no sufficient reason appearing why partition should not be made; It is ordered that by the oaths of D. J. Sanderson, Millon Braithwaite and F. B. Harvey, three

judicious, disinterested freeholders of the vicinity, one full and equal third part of the lands in said petition described be assigned and set off to the said Ester Martin, as her dower estate; and that by the like oaths of the same parties partition be made of said lands subject to said dower estate in the following proportions, towit:- To Monroe Martin, one equal fourth (¼) part; To Albert U. Martin one equal fourth (¼) part; To Minerva Laughrey, wife of David Laughrey, one equal fourth (¼) part; To Charles J. Earlewine and Ollie Earlewine, children of Elnora Earlewine, deceased, who was a daughter of said Charles Martin, deceased, one equal eighth (⅛) part each, 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 that they return the true value in money of said premises to this Court, both subject to, and also free from the dower of the said Ester Martin, and that a writ of partition issue to the Sheriff of this County commanding him to cause said dower to be assigned and said partition to be made in accordance with this order.

8151
Writ of Partition

On Feb. 28th, 1903, the following Writ of Partition and Dower was issued:-
The State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
We command you, that without delay by the oaths of Millon Braithwaite, D. J. Sanderson, and L. B. Harvey, you cause to be set off and assigned to Ester Martin widow of Charles Martin, late of said County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following Real Estate, situate in the Township of Leesburg, County of Union and State of Ohio, and being all of Lot No.10 of the sub-division of Survey No.5613, made by James Eaton, Surveyor to which sub-division reference is hereby made for a more full description of said lands; containing 109 acres more or less;" subject to said dower estate among the persons named herein, and in the following proportions, towit:- To Monroe Martin one equal fourth (¼) part; To Albert U. Martin one equal fourth (¼) part; To Minerva Laughrey one equal fourth (¼) part; To Charles J. Earlewine one equal Eighth (⅛) part; To Ollie Earlewine one equal Eighth (⅛) part; and if in the opinion of the said Commissioners said premises cannot be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same both subject to, and also free from the dower of the said Esther Martin 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 Monroe Martin plaintiff and Albert U. Martin, Flonnee Belle Martin Minerva Laughrey, David Laughrey, Charles J. Earlewine, Ollie Earlewine, Ester Martin and Iona Martin 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 28th day of February, A.D. 1903.

(Seal) Chas Leathorwood, Clerk

8151
Entry

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of W. Braithwaite, D. J. Sanderson, and L. B. Harvey causing dower to be assigned to Esther Martin, widow of Charles Martin, deceased, 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 13th day of March A.D, 1903.

Sheriff's Fees, $3,30 — S.F. Burnham, Sheriff.

Commissioners Fee $3.00 — Surveyor Fee $4.00

Commissioners' Report.

According to the commans 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 Esther Martin as her dower estate in the said lands, in said petition described, the following tract, towit:- "Being twenty-nine (29) acres off the South side of said farm with division line parallel to the South line thereof;" and upon actual view of the premises, we are of opinion that the said lands cannot be divided without manifest injury to the value of the same, subject to the said dower estate at Thirty-seven Hundred and five ($3705) Dollars; and free from said dower at Forty-nine Hundred and five ($4905) Dollars.

The remaining 80 acres after setting off dower at $3200.

Given under our hands this 13th day of March A, D, 1903,

M. Braithwaite, } Commissioners.
D. J. Sanderson, }
L. B. Harvey. }

8151
Entry

On March, 30th, 1903, the following Entry was filed:-

Monroe Martin,
Vs.
Albert U. Martin et al.

Court of Common Pleas, Union County, Ohio.
March, 30th, 1903.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, and it appearing from said report that said estate could not be divided by metes and bounds without manifest injury to the value thereof, and that said Commissioners have assigned dower therein to the said Ester Martin in the amount of Twenty-nine (29) acres of the land in the petition described, and have made and returned their appraisement of said estate subject to said dower of the said Ester Martin in the sum of $3705; and free from dower at the sum of $4905; and the balance of said real estate after setting off said dower as aforesaid leaving 80 acres at the sum of $3200; The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefor approve and confirm the same, And it appearing to the Court that the said Monroe Martin has elected to take the said estate at its appraised value, subject to the dower of Ester Martin at the sum of $3705, and no one objecting thereto; and has paid to the Clerk of this Court the costs of this suit amounting to $144,18 including Attorney Fees; and the taxes amounting to $16.85; and to the other parties herein their respective distribution shares as follows: To Albert U. Martin the sum of $885.99; To Minerva Laughery the sum of $885.99; To Monroe Martin the sum of $885.99; To Albert U. Martin, Guardian of Charles J. Earlewine $443.00; To Albert U. Martin, Guardian of Ollie Earlewine $443.00; and the said estate subject to the dower charge of the said Ester Martin is hereby adjudged to the said Monroe Martin; and the Sheriff is ordered to execute and deliver a deed to him therefor.

Attest;

Chas. C. Leinhorwood, 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. 1903.

Be it remembered that heretofore, towit, on December 31st. 1902, the following petition was filed with the Clerk of said Court, towit:-

8143 Petition

Anna C. Owens — Plaintiff.

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

John R. Owens — Defendant.

The 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 the said County of Union. That on the 6th day of June, 1872, she was married to the defendant. There have been born to the plaintiff and defendant two children both of whom have reached the age of majority.

Plaintiff has always conducted herself properly as a wife, but the defendant disregarding his marital duties has been guilty of habitual drunkenness for more than the three years last past.

Second:- The defendant has also been guilty of gross neglect of duty in this, towit:- By the habitual use of morphine and other narcotics, and the use of intoxicating liquors, he renders himself a burden and care to the plaintiff and greatly interfers with the plaintiff in her effort to support herself by her labor and the management of a summer boarding house. He has also neglected to provide for the plaintiff as a husband should and requiring the plaintiff to provide for him and care for him while he would be in a voluntary state of intoxication.

For several years last past the plaintiff has been keeping a boarding house at Magnetic Springs in this County, in a house rented by her for that purpose, and the only property the plaintiff and defendant have is the furniture in said house, which furniture has been mostly purchased by the plaintiff, and the same is now stored in the said rented property at said Springs.

The plaintiff prays that she may be divorced from the said defendant, and that said household goods may be decreed to her, or an equitable portion thereof, and that the defendant may be enjoined from removing or disturbing said property, and for all proper relief.

Anna C. Owens,
By J. L. Cameron, her Attorney.

Precipe

Clerk:-

Issue summons and copy of petition, returnable according to law, direct to the Sheriff of Union County, Ohio.

J. L. Cameron, Attorney.

8143 Summons

On December 31st. 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 R. Owens that Anna C. Owens 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, failure to provide 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 13th day of January,

8143 Entry

8143 Answer

8143 Entry

8143 Amended Answer

A.D. 1903. Witness my hand and the seal of said Court at Marysville, this 31st day of December, A.D. 1902. (Seal) Chas. Duchorwood, Clerk.

Sheriff's Return.

Received 8 o'clock A.M. on the 1st day of January, A.D. 1903, and on the 8th day of January, A.D. 1903, 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.

Sheriff's Fees:- $1.98

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

8143 Entry

On January, 28th, 1903, the following Entry was filed:-

Anna C. Owens.
Vs.
John R. Owens.

Court of Common Pleas, Union County, Ohio.
Jan. 28th, 1903.

This day this cause came on to be heard on motion of defendant for leave to file answer by March, 1st, 1903, and the Court after hearing the same, grants leave until March, 1st, 1903, to file answer.

8143 Answer

On February, 17th, 1903, the following Answer was filed:-

Anna C. Owens — Plaintiff.
Vs.
John R. Owens — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant herein and admits that the plaintiff is a bona fide resident of the County of Union, and has been for the year last past; and admits that he was married to plaintiff on the 6th day of June, 1873; and admits that there are two children living the issue of said marriage; but denies that the boy, Lloyd Owens, is of age and denies each and every allegation in said petition contained not herein expressly admitted.

J. R. Owens.

8143 Entry

On April, 7th, 1903, the following Entry was filed:-

Anna C. Owens.
Vs.
John R. Owens.

Court of Common Pleas, Union County, Ohio.
April, 7th, 1903.

This day leave was granted the defendant to file amended answer herein, and the same was filed.

8143 Amended Answer

On April, 7th, 1903, the following Amended Answer was filed:-

Anna C. Owens — Plaintiff
Vs.
John R. Owens — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and for amended answer says that he admits the marriage of plaintiff and defendant, the birth of the children, but denies that the son Loyd Owens is yet of age.

Defendant further answering denies that he has been a habitual drunkard for more than three years; or that he has been guilty of gross neglect of duty by reason of that or any other cause.

Defendant admits that the plaintiff was running a boarding house at Magnetic Springs as alleged in her petition; but denies that he in any way interfered in her business, but did all he could to make it

profitable to her, and gave her all the income arising from the same, and went so far toward the success of the same as to hire the hackman running the hacks into the Springs to bring all the boarders they could to her house, and paid them 50cts apiece for each boarder they brought to the plaintiffs house, and paid them out of his own pocket.
Defendant further says that the first season the plaintiff run a boarding house at the Springs he furnished all the fuel for said house, and after the close of the season for boarders, defendant furnished everything necessary for the use of the house, each and every year up until the plaintiff left home last fall. The first year of her keping a boarding house as above stated in addition to the above the defendant gave the plaintiff Twenty-five Dollars in cash and paid her expense to and from our daughter's, about 10 miles east of the city of Delaware, Ohio, each year until the last year, when by reason of sickness he was not able to raise the money. Defendant further says he bought all of the household goods and furniture in said house with his own money except one table and bedstead and mattress,
Defendant further says that his wife and family would be with him today as he believes were it not for the influence and interference of other parties outside of the family. Defendant, therefore prays that said petition of the plaintiff be dismissed, and that a divorce be refused her as prayed for.

John R. Owens, by J. M. Kennedy,
his Attorney.

Entry 8143 — On May, 1st. 1903, the following Entry was filed:-

Anna C. Owens
Vs
John R. Owens.

Court of Common Pleas, Union County, Ohio.
May, 1st. 1903.

This cause came on to be heard upon the pleadings and evidence, and upon due consideration thereof, the Court finds that the plaintiff was a resident of the State of Ohio for more than one year next preceding the filing of her petition, and at the time was a bona fide resident of this County of Union, and that the parties were married as stated in the petition.
The Court further find that the defendant has been guilty of gross neglect of duty and habitual drunkenness for more than three years as charged in the petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore adjudged and decreed (by the Court) that the marriage contract heretofore existing between the parties hereto, be, and the same is dissolved, and both parties are released therefrom.
It is further considered that each party pay their own costs and judgment accordingly.

Attest:
Chas. Scarborough,
Clerk

8177 Petition — Ple... the ... Plea... at ... Be... tion ... My... Card... last ... The ... 1899 ... will ... Pla... for ... plai... time ... year ... this ... The ... that ... alim...

8177 affidavit — On ... Sta... the ... said ... last ... a co... is m... certa... Myr...

8177 Proof of Publication and Legal Notice — On ... "Ca... the ... Com... pray ... abse... imo... hear... Stat... J...

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. 1903.

Be it remembered that heretofore, towit, on Mar. 28th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8177 Petition

Myrtle Park — Plaintiff.

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

Carlos Park — 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. She was married to the defendant on the thirtieth day of December, A. D. 1899. One child only has been born of said marriage, Clovis, a boy, who will be three years old on the 27th day of April, 1903.

Plaintiff further avers that defendant has, in disregard of his marital duties, for three years last past, without any fault or cause on the part of the plaintiff, been wilfully absent from the plaintiff; that during all of said time he has had no communication with her; and that for more than a year last past she has not known and has been unable to ascertain his whereabouts.

Therefore plaintiff prays that she may be divorced from the defendant; that she may be decreed the custody of their said child, and reasonable alimony, and such other relief as the Court may deem proper.

J. F. Millar, Atty for Plaintiff.

8177 Affidavit

On Mar. 28th, 1903, the following Affidavit was filed:-

State of Ohio, Union County, ss.

Myrtle Park, being first duly sworn, says that she is the plaintiff in the above entitled action for divorce and alimony; that the cause for her said action is wilful absence on the part of the defendant for three years last past; and that said defendant cannot be served with summons and a copy of the petition in said action for the reason that his place of residence is unknown to the plaintiff and cannot with reasonable diligence be ascertained by her.

Myrtle Park.

Subscribed in my presence and sworn to before me by the said Myrtle Park, this 28th day of March, A. D. 1903.

(Seal) J. F. Millar, Notary Public.

8177 Proof of Publication and Legal Notice

On June 15th, 1903, the following Legal Notice was filed:-

"Carlos Park, whose place of residence is unknown, will take notice that on the 28th day of March, A. D. 1903, Myrtle Park filed her petition in the Court of Common Pleas of Union County, Ohio, being cause No. 8177, praying for a divorce from said Carlos Park, on the grounds of wilful absence from her for over three years last past and for reasonable alimony and the custody of their only child. Said cause will be for hearing in said Court on and after the 22nd day of May, A. D. 1903"

Myrtle Park by her Attorney J. F. Millar.

State of Ohio, Union County, ss.

I, Geo. H. Gordon, publisher of the Richwood Gazette, being duly

sworn say that the notice hereto attached was published in the Gazette on the 9th day of April, 1903, and continued therein 6 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Gordon.

Sworn to and subscribed before me, this 4th day of June, 1903

(Seal) J. T. Millar, Notary Public.

8177 Entry

On June 15th, 1903 the following Entry was filed:-

Myrtle Park. —

Vs.

Carlos Park.

Court of Common Pleas, Union County, Ohio.

June, 15th, 1903.

This cause coming on for hearing this fifteenth day of June, A.D. 1903, was submitted to the Court upon the petition and the evidence, the defendant being in default for answer and demurrer. On consideration thereof the Court finds that the defendant's residence is unknown and cannot with reasonable diligence be ascertained; that he has been duly served by publication herein; that more than six weeks have elapsed since the first publication of said notice; that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio, for more than one year next preceding said date, and was at that time a bona fide resident of the County of Union; that the said parties hereto were married as in the petition set forth; and that only one child has been born of said marriage as in the petition alleged.

The Court further finds from the evidence adduced that the defendant has been guilty of wilful absence from the defendant without cause for three years next preceding the date of filing of her said petition in this action, and that by reason thereof she is entitled to a divorce as therein prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Myrtle Park and Carlos Park be and the same hereby is, dissolved, and both parties are hereby released from the obligations of the same. It is further ordered that the care, custody, education and control of the said child of the parties hereto be, until further order of Court, confided to plaintiff, said Myrtle Park, exclusively. It is further ordered that the plaintiff pay the costs of this proceeding, for which execution is awarded.

Attest:-

Chas Leinhorwood,

Clerk

Clear continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Hon. Duncan Dow, Judge of said Court at the March Term, A.D. 1903.

Be it remembered that heretofore, towit, on February, 10th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8159 Petition

Anna M. Robinson - Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio.

O.C. Robinson - Defendant.

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

On or about the 2nd day of September, A.D. 1901, she was married to the defendant, The defendant has in disregard of his marital duties been guilty of gross neglect of duty towards the plaintiff, in wholly refusing and neglecting to provide for the plaintiff a home ever since said marriage though well able to do so; and failing and refusing to provide the plaintiff with any of the necessaries of life, such as wearing apparel, sustenance, or home of any kind, but has left the plaintiff wholly dependent for a home and all the necessaries of life on the charity of her father and friends.

That the defendant during said marriage has refused and neglected to treat the plaintiff as his wife by refusing to appear with her in any way in the community where the plaintiff and defendant resided, or to introduce her to his Relations and friends.

That after said marriage the defendant would occasionally come to see the plaintiff at her father's home where she has always resided, and would then make promises to the plaintiff that he would provide a home and they would go to keeping house.

That on the 18th day of August, 1902, the defendant was the owner of about fifty acres of land in Union County, Ohio, and on said day by promising to provide a home, he procured the plaintiff to sign a deed for said land, and conveyed the same to his brother.

That on about the 5th day of September, 1902, the defendant left the plaintiff, since which time, she has not seen or heard of him; that during all of said marriage the plaintiff has been compelled to reside and depend on her father for a home and with the help of her father and her own exertions has provided herself with wearing apparel.

That there were no children born of said marriage.

Wherefore, the plaintiff prays that she may be divorced from the defendant, that she may be awarded reasonable alimony and restored to her maiden name of Anna M. Grunbaum, and for all proper relief.

D.H. Ayers, Attorney for Plaintiff.

State of Ohio, Union County, ss.

Anna M. Robinson, being first duly sworn says the facts stated and allegations contained in the foregoing petition are as she believes true.

Anna M. Robinson.

Sworn to before me and signed in my presence by the said Anna M. Robinson, this 10th day of February, 1903.

(Seal) Chas. C. Southerwood, Clerk

8159 Affidavit

On February, 10th, 1903, the following Affidavit was filed:-

Anna M. Robinson.
Vs.
O.C. Robinson.

Court of Common Pleas, Union County, Ohio.

Anna M. Robinson, plaintiff being first duly sworn says that service of summons cannot be made in this State on the defendant, O.C. Robinson, and that his residence is unknown to plaintiff, and cannot be ascertained by her, and that this cause is one of those mentioned in Section Five Thousand and Forty-eight of the Revised Statutes of Ohio.

Anna M. Robinson.

Sworn to before me and signed in my presence by the said Anna M. Robinson, this 10th day of February, 1903.

(Seal) Chas. Tenhorwood, Clerk.

8159 Legal Notice

On March, 31st. 1903 the following Legal Notice was filed:-

Anna M. Robinson — Plaintiff.
Vs.
O. C. Robinson — Defendant.

Notice.

Court of Common Pleas, Union County, Ohio.

O.C. Robinson, whose place of residence is unknown will take notice that on the 10th day of February, 1903, Anna M. Robinson, the plaintiff filed her petition in the Court of Common Pleas of Union County, Ohio, praying a divorce from said O.C. Robinson on the ground of gross neglect of duty, and for alimony to be charged against defendants real and personal estate, and that said cause will be for hearing on and after March, 31st. 1903.

Anna M. Robinson.

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 Feb. 11th, 1903.

H. O. Shearer.

Sworn to and subscribed before me this 31st day of March, 1903.

(Seal) Chas. Tenhorwood, Clerk

8159 Entry

On April, 27th, 1903, the following Entry was filed:-

Anna M. Robinson,
Vs.
O.C. Robinson,

Court of Common Pleas, Union County, Ohio.

April, 27th, 1903.

This cause came on this day to be heard upon the petition and 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 Anna M. Robinson and O.C. Robinson be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money, the sum of $300, and in default of payment of the same for three days, execution is allowed to issue therefor. It is further ordered that the plaintiff pay the costs of this action taxed to $——,

Attest:- Chas. Tenhorwood, Clerk

8183 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, at the March Term, A. D. 1903.

Be it remembered that heretofore, towit, on April, 15th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8183 Petition

Ada Riley --- Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio.

H. T. Riley --- Defendant.

Now comes the plaintiff and for her cause of action says:-

First:- 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 said County of Union.

Second:- That the defendant and this plaintiff were married at Zanesville, Ohio, February, 1st. 1894, and that of said marriage there were no issue.

Third:- That on or about the 18th day of February, 1898, without any cause whatever the defendant left this plaintiff while she was sick and without any means of support; and that she has had to depend upon her brother and friends for her living; that the defendant has been willfully absent for three years last past, namely since said date February, 18th, 1898.

Fourth:- That the defendant has been guilty of gross neglect of duty towards this plaintiff in that he has not provided her with any of the necessaries of life for the three years last past and more.

Fifth:- That the defendant has been guilty of gross neglect of duty towards this plaintiff in that he has not provided this plaintiff a home for more than three years last past.

Sixth: That when defendant left this plaintiff in February, 1898, while she was sick, it was without her knowledge or consent and without any cause, and that the said defendant has not since said date offered to come back to this plaintiff, and he has not asked her to live with him, although she was ready & willing to do so.

Seventh:- That the defendant previous to the time in February, 1898, as aforesaid, left the plaintiff while she was with him in Iowa, and away from home and friends, and took her money and squandered it and left her in destitute circumstances.

Eighth:- That the plaintiff owns a half interest undivided in the following real estate, towit: Being Lots No. 242 and 266 in Marriott's Addition to the Village of Richwood, Union County, Ohio.

Therefore, the plaintiff prays that she may be decreed a divorce from the defendant; that the aforesaid real estate be released from all liens of the defendant; that plaintiff be restored to her maiden name, Ada Cook, and for all further equitable and proper relief.

H. V. Spicer, Attorney for Plaintiff.

State of Ohio, Union County, ss,

Ada Riley, being duly sworn says that the above and foregoing pleadings are true as she verily believes.

Ada Riley.

Sworn to and subscribed before me this, 13th day of April, 1903.

(Seal) H. V. Spicer, Notary Public

Precipe:-

To the Clerk:-

Issue summons and a copy of this petition for the defendant to the Sheriff of Marion County, Ohio.

H. V. Spicer, Attorney for Plaintiff.

8183
Summons

On April, 15th, 1903, 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 H. T. Riley that Ada Riley 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 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 27th day of April, A.D, 1903.
Witness my hand and the seal of said Court at Marysville, this 15th day of April A.D 1903.
(Seal) Chas. Funhorwood, Clerk
By Milton Haines, Deputy.

Sheriff's Return.

Received 1:30 o'clock P.M. on the 16th day of April, A.D, 1903, and on the 16th day of April, 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 with all the indorsements to H. T. Riley.
Sheriff's Fees: $1,38
Peter C. Sells, Sheriff.
By P. H. Sells, Deputy.

8183
Entry

On June, 15th, 1903, the following Entry was filed:
Ada Riley.
Vs. Court of Common Pleas, Union County, Ohio.
H. T. Riley. June, 15th, 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 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 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 for more than three years last past, 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 Ada Riley and H. T. Riley 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 undivided one half interest in the following Real Estate situated in the Village of Richwood, County of Union, and State of Ohio, to-wit:- Being Lots Nos. 243 and 266 in Marriott's Addition to the said Village of Richwood, O. and that the same is restored to her divested of all and every claim, title and interest by courtsy, dower, or otherwise of her said husband.
It is further ordered and adjudged that the said defendant pay the said plaintiff Fifty Dollars alimony, and that the same be paid into the hands of the Clerk of this Court within thirty days or execution issue therefor. It is further ordered and decreed that the plaintiff be restored to her maiden name of Ada Cook.
Attest:- Chas. Funhorwood, Clerk

8185
Petition

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the March Term, A. D, 1903.

Be it remembred that heretofore, towit, on August, 26th, 1902, the following petition was filed, towit:-

8105 Petition

James Reed — Plaintiff.

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

Joseph P. Martin, Executor of the last Will and Testament of Elizabeth Reed deceased — Defendant.

Plaintiff, James Reed says that Elizabeth Reed of Union County, Ohio, died on the 30th day of January, 1902, leaving a last will and testament which last will and testament was duly filed and admitted to probate by the Probate Court of Union County, Ohio, on the 21st day of February, 1902,

That said will named the said defendant Joseph P. Martin as Executor thereof and that he was duly appointed by said Court on the 21st day of February, 1902, as such executor of said last will and testament of said Elizabeth Reed, deceased and is now the duly qualified and acting executor of said will of said Elizabeth Reed. Plaintiff further says that there is due plaintiff from the defendant as Executor of said Elizabeth Reed, deceased, the sum of ($2400,00) Twenty-four Hundred Dollars upon an account, of which the following is a copy:-

"The estate of Elizabeth Reed, deceased, in account with James Reed Dr.

To the exclusive care and attention of said Elizabeth Reed, an invalid, from January, 30th, 1896 to January 30th, 1902, by the said James Reed and his wife Sarah E. Reed.

She, Elizabeth Reed, being about 93 years of age at the beginning of this account and dying at about 99 years of age on or about the 30th day of January, 1902, at Three Hundred Dollars per year — Eighteen Hundred Dollars — $1800.00

Also to James Reed to care of stock on farm, preparing and cutting fuel, and repairing fences on farm $100 per yr. — $600.00.

Total — $2400.00.

The State of Ohio, Union County ss.

James Reed, being sworn says that the amount of the above claim is justly due him, that no payments have been made thereon, and that no set off exists, against the same according to my best knowledge.

(Signed) James Reed.

Sworn to and subscribed before me this 14th day of February, A. D, 1902,

J. M. Kennedy, Notary Public.

Plaintiff further says that on the 5th day of May, 1902, he presented to the defendant Joseph P. Martin, as executor of the estate of Elizabeth Reed, deceased, the above account duly verified according to law, and demanded the endorsement of allowance thereon, but that defendant on the 30th day of May, 1902, refused and rejected said claim and refused to indorse his allowance thereof in the following words, towit:-

"The written account being presented to me for allowance as a claim and debt against the estate of Elizabeth Reed, deceased, the same is hereby disallowed and rejected. Dated this May 30th, 1902,

Joseph P. Martin, Executor of the estate of Elizabeth Reed, deceased.

Plaintiff therefore prays that he may recover judgment against the said defendant, Joseph P. Martin, as such executor for said sum of

($2400) Twenty-four Hundred Dollars, with interest from the 5th day of May, 1902, and all proper relief on the premises.

J. M. Kennedy, Attorney for Plaintiff.

The State of Ohio, Union County, ss.

James Reid, being first duly sworn says the facts and allegations of the foregoing petition are as he believes true,

James Reid.

Sworn to and subscribed by the said James Reid before me this 25th day of August, 1902.

(Seal) J. M. Kennedy, Notary Public.

8105 Amended Petition

8105 Summons

On August, 26th, 1902, the following Summons was issued:-

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

You are hereby commanded to notify Joseph P. Martin Ex. that he has been sued by James Reid in the Court of Common Pleas of Union County, and must answer by the 27th day of September, A.D. 1902, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 8th day of September, A.D. 1902, Witness my hand and the seal of said Court this 26th day of August, A.D. 1902,

(Seal) Chas. L. Southerwood, Clerk

By Milton Haines, Deputy.

Indorsed: In action for money amount claimed $2400.

Sheriff's Return.

Received this writ Aug. 26th, A.D. 1902, at 4 o'clock, P.M. and served same by personally handing to Joseph P. Martin, a true and certified copy of this writ with all the indorsements thereon August 28th, 1902,

Sheriff's Fees: $86

S. F. Burnham, Sheriff

By Allen Haines, Deputy.

8105 Demurrer

On September, 27th, 1902, the following Demurrer was filed:-

James Reid —— Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio.

Joseph P. Martin, as Executor of estate of Elizabeth Reid, deceased — Defendant.

Now comes the defendant, Joseph P. Martin, Executor &c, and demurs to the petition of the plaintiff on the ground that it appears on the face of the petition:

1st:- That there is a defect of parties plaintiff, in that Sarah E. Reid, is a necessary and proper party to this action, and should be joined with said James Reid therein as plaintiff.

2nd:- That said petition does not state facts sufficient to constitute a cause of action against defendant, and in favor of plaintiff.

Robert McCrory, Atty for J. P. Martin, Executor.

8105 Entry

On January, 5th, 1903, the following Entry was filed:-

James Reid.

Vs.

Court of Common Pleas, Union County, Ohio.

Joseph P. Martin, Executor.

Jan. 5th, 1903

This day this cause came on for hearing upon the demurrer of defendant to the plaintiff's petition, and the Court being fully advised in the premises do find for the defendant, and sustains the

demurrer of the defendant, The plaintiff thereon took leave to amend his petition by adding the name of Sarah E. Reed as party plaintiff within ten days from this date.

8105 Amended Petition

On January 5th, 1903, the following Amended Petition was filed:-

James Reed and Sarah E. Reed — Plaintiffs

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

Joseph P. Martin, Executor of the last will and testament of Elizabeth Reed, deceased — Defendant.

Plaintiffs say by way of amended petition by leave of the Court, and to make Sarah E. Reed, a party plaintiff herein, and to make said petition more definite and certain; that Elizabeth Reed, died on the 30th day of January, 1902, testate that her last will and testament was duly probated on the 21st day of February, 1902, in the Probate Court of Union County, Ohio and that said Joseph P. Martin was named therein as the Executor thereof; and that said Joseph P. Martin is now the duly qualified and acting Executor of said last will of said Elizabeth Reed, dec'd.

Plaintiff says that for many years prior to her death said Elizabeth Reed, being very old and enfeebled by age was a great charge upon plaintiff requiring constant care and attention during the last six years and more prior to her death, And that he, said James Reed and his wife Sarah E. Reed gave her said care and were the only ones charged with the same, And that by reason of the care and labor necessary to care properly for the wants of said Elizabeth Reed during all of this time the estate of Elizabeth Reed is indebted to the plaintiffs in the sum of Twenty-four Hundred ($2400) Dollars, upon an account of which the following is a copy:- That on the 5th day of May, 1902, said James Reed made out and presented to said Joseph P. Martin, Executor of said estate for allowance the following account:- "The estate of Elizabeth Reed, deceased in account with James Reed Dr. To the exclusive care and attention of said Elizabeth Reed, an invalid from January 30th, 1896 to January 30th, 1902 by the said James Reed and his wife Sarah E. Reed; the said Elizabeth being about 93 years old at the beginning of this account and dying at about 99 years of age, on or about the 30th day of January, 1902, at Three Hundred Dollars per year ——— $1800.00

To James Reed to care of stock and farm, preparing and cutting fuel and repairing fence etc, on farm, One Hundred ($100) Dollars per year ——— $600.00

Total ——— $2400.00

Which account was duly verified as follows, towit:-

The State of Ohio, Union County ss.

James Reed, being duly sworn says that the amount of the above claim is justly due him, that no payments have been made thereon, and that no set off exists against the same according to the best of my knowledge and belief.

(Signed) James Reed.

Sworn to and subscribed by the said James Reed before me this 19th day of February, A.D. 1902,

J. M. Kennedy, Notary Public.

Yet the defendant refused to allow said account or endorse his acceptance thereon; but on the 30th day of May, 1902, refused to endorse his allowance thereon in the following language as follows, towit:-

"The within account being presented to me for allowance as a claim and debt against the estate of Elizabeth Reed, deceased, the same is hereby disallowed and rejected, Dated this 30th day of May, 1902,

Joseph P. Martin, Executor &c.

The plaintiffs therefore pray for a judgment against said Joseph P. Martin as the Executor of said Elizabeth Reid, deceased for said sum of Twenty Four Hundred ($2400) Dollars, with interest from the 5th day of May, 1902, and all Proper relief.

J. M. Kennedy, Atty for Plaintiffs.

The State of Ohio, Union County ss.

James Reid, being first duly sworn says that he is one of the plaintiffs above named and that the facts stated and allegations of the foregoing petition are as he believes true.

James Reid.

Sworn to and subscribed before me by the said James Reid this 5th day of January, 1903. (Seal) Chas. C. Fenhorwood, Clerk

On January, 26th, 1903, the following Entry was filed:-

8105 Entry

James Reid.
Vs. Court of Common Pleas, Union County, Ohio.
Joseph P. Martin, Executor &c. Jan. 26th, 1903.

This day the defendant took leave of the Court to file answer in the case by March, 1st. 1903.

8105 Answer

On Feb. 23rd, 1903, the following Answer was filed:-

James Reid et. al. — Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Joseph P. Martin, Executor &c. — Defendant.

Now comes Joseph P. Martin, as Executor of the will of Elizabeth Reid and for his answer to the amended petition says:- He admits that Elizabeth Reid died intestate on the 30th day of January, 1902, and that this defendant is the duly qualified Executor of her will, as alleged in said amended petition. This defendant also admits that James Reid presented him with an account as stated in the petition, and that the same was rejected, but this defendant denies each and every other allegation and averment in the said amended petition contained.

Second Defense:-

For a second defense, this defendant says that said Elizabeth Reid was the mother of said James Reid, and during her life time she was the owner of a small tract of very productive land in said County, and more than six years before her death she gave the said wife of James Reid a deed for about sixteen acres of said land on which was a small home and after making said deed the said Elizabeth Reid had about thirty-five acres of land left on which was the home in which she lived. Said James Reid moved his family into the home on the sixteen acre tract and lived near his mother and farmed her land, and that conveyed to his wife, and he received the proceeds of all said land except what was necessary for the support of his mother and a few domestic animals kept by her prior to the first of April, 1901, and whatever services, if any the said James Reid rendered his mother or on said land grew out of the said domestic relations, and whatever services his wife may have rendered, if any grew out of the same came, and it is not a proper subject of charge against said estate.

This defendant further says that in the Spring of 1901, the said James Reid entered into an agreement with his mother by the terms of which he was to have the full use and enjoyment of all her lands, and in

8105 Reply

consideration thereof he was to furnish her with comfortable clothing and such board as she might require and give her all the care and attention she might need, and in case of sickness he was to furnish her with a physician and attend to her wants, and bear the expense of the physician; he was also to pay the taxes on said land and keep the farm in good repair, the terms of said contract were reduced to writing and the said James Reid agreed to its terms as written and promised to sign the same, and he took the writing into his possession with a promise to sign it and immediately entered upon his contract by moving into the house with his mother and taking full charge of her house and lands and keeping her as one of the family; this was about the first of April, 1901, and he continued to have the full use and enjoyment of said lands until his mother died, and whatever care or service the plaintiffs gave or rendered the said Elizabeth Reid grew out of said contract and the domestic relations of the parties after April, 1st, 1901, and the same is not a proper subject of charge against said estate,

The said Elizabeth Reid performed all her part of said contract and the said James Reid consented to its terms and had the full benefit thereof, although he kept the paper in his possession, and did not in fact sign it.

The defendant says that the said Sarah Reid is the wife of said James Reid, and that she was living with her husband for more than six years before the death of said Elizabeth Reid, and that she never presented any account to this defendant against said estate; wherefore this defendant denies that said estate is indebted to the plaintiffs as alleged in the said amended petition, and he asks that he may go hence without day and recover his costs and for all proper relief.

Robert McCrory & J. L. Cameron, Attys for Defft.

The State of Ohio, Union County ss.

Joseph P. Martin, being first duly sworn deposes and says that he is defendant in this action and that the facts stated and allegations made in his foregoing answer are true as he verily believes.

J. P. Martin.

Sworn to before me and signed in my presence this 23rd day of February, 1903. (Seal) J. L. Cameron, Notary Public.

8103 Reply

On March, 30th, 1903, the following Reply was filed:-

James Reid et. al. — Plaintiffs

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

Joseph P. Martin, Executor &c. — Defendant.

Now comes James Reid, one of the above named plaintiffs, and files this his reply to the defendant's answer, and says as to the second defense of said answer that he admits that on the first day of November, 1886, said Elizabeth Reid for and in consideration of former services performed by said James Reid and wife for said Elizabeth Reid during the fifteen years prior thereto did execute a deed to said Sarah Reid for 16 35/100 acres of land as stated, but denies that they received but one half of the proceeds of the lands of said Elizabeth Reid, during any time prior to 1901, and delivered to said Elizabeth Reid the one half of all the products of said farm in the bushel or shock as agreed by said parties, each and every year up to the year 1901,

For further reply said James Reid says that he denies that in the Spring of 1901, or at any other time he entered into a contract with his said

mother by which he was to furnish her with clothing and such board as she might require and give her all the care and attention she might need, and in case of sickness he was to furnish her with a physician and attend to all her wants and be to the expense of the physician, and pay the tax on said land and keep the farm in good repair and receive only the proceeds of said land for compensation. Said Elizabeth Reid refused to enter into any agreement or contract of the kind for the reason she said that it was unfair and unjust to the plaintiffs in this case, the plaintiff denies having agreed to any such agreement or entering into the same by moving into the house,

The plaintiffs further say they did move into the house and rendered service for said Elizabeth Reid until her death, but without any agreement for compensation whatever, and at her request.

Plaintiffs admit that Sarah Reid is the wife of James Reid and one of the plaintiffs herein, and that she and her husband performed services jointly and that said James Reid made and presented an account for said services duly verified by said James Reid to said Executor, which was rejected as admitted in the answer. Plaintiffs deny that said services were done by reason of any domestic relations of Plaintiffs to said Elizabeth Reid, but at her request and desire of said Elizabeth Reid, Plaintiffs therefore pray as in their petition

J. M. Kennedy, Atty for Plaintiffs.

The State of Ohio, Union County 38.

James Reid, one of the above named plaintiffs being duly sworn says that the facts and allegations of the foregoing reply are as he believes true.

James Reid.

Sworn to and subscribed by the said James Reid before me this 30th day of March, 1903. (Seal) Chas Tenhorwood, Clerk

8105 Entry

On April 8th, 1903, the following Entry was filed:-

James Reid
vs.
Joseph S. Martin, Executor &c.

Court of Common Pleas, Union County, Ohio.
April, 8th, 1903,

This day on motion of the plaintiff Sarah E. Reid was dismissed as party plaintiff herein. And thereupon came the parties hereto; also came the following named persons as jurors, towit;-W. S. Hisey, Philip Kupright, Edward Freshwater, D. C. Bolenbaugh, T. J. Williams, M. F. Doty, George Conley, Wesley Newhouse, Tom Sovrell, Ralph Bonnette, David Beaver and Jerry McCloud, 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 said jury having heard the testimony adduced in part in this cause, the Court continued the further hearing of this cause until tomorrow morning at 9 o'clock A. M.

8105 Entry

On April, 9th, 1903, the following Entry was filed:-

James Reid.
vs
Joseph S. Martin, Executor &c.

Court of Common Pleas, Union County, Ohio.
April, 9th, 1903,

This day again came the parties hereto; and 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 now comes said Jury into open Court with their verdict in writing signed by their Forman 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 Two Hundred and Fifty Dollars ($250)
Dated 4/9/1903. T. J. Williams, Forman,

The Jury in this action, having on a former day of this term rendered a verdict for the plaintiff and assessed his damages at $250.00, and no motion for a new trial having been made, It is therefor considered by the Court that the said plaintiff Recover from the said defendant, Joseph P. Martin, as Executor of the estate of Elizabeth Reid, deceased, the said sum of $250, together with his costs herein expended.

Attest: Chas. C. Southerwood, Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court, at the March Term, A. D. 1903.

Be it remembered that heretofore, towit, on December, 19th, 1902, the following petition was filed with the Clerk of said Court, towit:-

8141 Petition.

Eliza J. Schofield — Plaintiff.

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

Thomas Schofield — Defendant.

Now comes the plaintiff and for her causis of action says:-

1st:- That she has been a resident of Ohio for the year last past, and is now a bona fide resident of the County of Union;

2nd:- That she and the defendant were married at Marion, Ohio, May, 2nd, 1900, and that of said marriage there has been no issue born;

3rd:- That the defendant has been guilty of extreme cruelty towards this plaintiff in that on or about the — day of August, 1902, the said defendant struck this plaintiff in the face and on the body with a horse whip, and struck her with his hands and bruised her and caused her a great deal of suffering and pain,

4th: That on the 11th day of October, 1902, the said defendant kicked this plaintiff and otherwise mistreated her;

5th: That on the 7th day of November, 1902, the defendant threatened to shoot and kill this plaintiff;

6th:- That at various other times, the dates of which the plaintiff cannot give, the defendant beat this plaintiff and pulled the hair out of her head and otherwise mistreated this plaintiff;

7th:- That on the — day of — while on the road between Marysville and Richwood the defendant beat this plaintiff until her face was black and blue;

8th:- That on the 12th day of December, 1902, the defendant broke and mashed this plaintiffs house plants, tore off the stair door, and picked up a lump of coal and threatened to beat this plaintiff's brains out;

9th:- That at various times the defendant has broken the table dishes;

10th:- That the defendant has so conducted himself toward this plaintiff, regardless of his marital duties that the plaintiff has lived in fear of loring limb or life through the acts of this defendant;

11th:- That the defendant has been a habitual drunkard for three years last past, and that this plaintiff did not know the defendant was such when she married him;

12th:- That the defendant has not co-habited with the plaintiff since the — day of August, 1902;

13th:- That defendant has threatened to and is about to dispose of his property and has so disposed of a part of his property to place it beyond the reach of the plaintiff or a decree for alimony;

14th:- Plaintiff from the cruelty as aforesaid, has had to leave home and has not the necessaries of life but has to depend upon the charities of relatives and friends for food, shelter and lodging;

15th: That the defendant has published in the Richwood Gazette a notice forbidding any one to allow the plaintiff anything and charge same to defendant, and the plaintiff has no funds, she cannot purchase the necessaries of life.

16th:-That the defendant is the owner of the following real estate situated in

Claibourne Township, Union County, Ohio, and Survey No. 3320, towit:- Beginning in the center of the Richwood and Miller gravel road at the S.W. corner of lands of Hylas Sabin and the S.E. corner of Bent Cahill's land; thence with Hylas Sabin's West line N. 2° 45' E. 133.5 poles to a stake in the West line of a county road; thence S. 87° E. 50.06 poles to a stake; thence S. 3° 15' W. 135.94 poles to the center of said gravel road; thence N. 72° 30' W. 50.16 poles to the place of beginning, containing forty acres of land more or less;" 17th:- That the defendant is the owner of the following chattels, towit:- 13 acres of corn, the undivided half of about 4 acres of growing wheat, and about three acres of growing rye, one mower, one wheat binder, one corn planter, one breaking plow, one harrow, one hay rake, one wagon, one top buggy, two mares, two colts, one milk cow, two heifers, one calf, one sow, two shoats, about 15 bushels of potatoes, about 20 bushels of oats, about 5 tons of hay, one single set of harness, work harness, and furniture in the house, all of which are located on the aforsaid 40 acre tract of land,

Therefor the plaintiff prays for a divorce from the defendant, that she may be restored to her former name of Silty, that she be allowed alimony and that the defendant be enjoined from selling, disposing of, encumbering or transferring the said real estate, or any of the aforementioned goods and chattels or removing any of the said goods and chattels and the defendant be enjoined from leasing or renting the said tract of land, and for all equitable and proper relief, H. V. Spicer, Attorney for Plaintiff.

State of Ohio, Union County, ss.

Eliza J. Schofield being duly sworn says that the facts and allegations made in the foregoing pleading are true, Eliza J. Schofield.

Sworn to and subscribed before me this the 17th day of December, 1902,

(Seal) H. V. Spicer, Notary Public.

8141 Precipe — The Clerk will issue a summons and a copy of this petition for the defendant to the Sheriff of Union County, H. V. Spicer, Attorney for Plaintiff.

8141 Transcript — On December, 19th, 1902, the following Transcript was filed:-

Eliza J. Schofield — Plaintiff. Probate Court, Union County, Ohio, Dec. 19th, 1902.

Vs. In the Common Pleas Court of said County,

Thomas Schofield — Defendant. Action for Divorce and Alimony,

This day came the plaintiff by H. V. Spicer, 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 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, disposing of encumbering or transferring the real estate or personal property described in said plaintiffs petition herein filed, and from leasing or renting said real estate therein described, or removing the personal goods and chattels from said real estate, An undertaking herein is dispensed with in pursuance of the statute in such cases made and provided- John 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 19th day of December, 1902.

(Seal). John M. Brodrick, Judge and ex-officio Clerk of said Probate Court.

8141 Summons

On Dec. 19th, 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 Thomas Schofield that Eliza Schofield has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a copy of which is herewith served on him) charging him with extreme cruelty and asking that she be divorced from him, and that she have alimony and injunction 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 Dec. A. D. 1902.

Witness my hand and the seal of said Court at Marysville, this 19th day of Dec. A. D. 1902.

(Seal) Chas. Leuhorwood, Clerk

Indorsed- "Injunction Allowed."

Sheriff's Return.

Received 4 o'clock P. M. on the 19th day of December, A. D. 1902, and on the 20th day of December, A. D. 1902, 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.

(Seal) S. F. Burnham, Sheriff. By Allen Haines, Deputy.

8141 Entry

On December 19th, 1902.

Eliza J. Schofield — Plaintiff.

vs. Court of Common Pleas Union County, Ohio.

Thomas Schofield — Defendant.

Now comes the plaintiff and files her petition and praecipe for summons and the same is ordered issued.

8141 Application for Alimony

On December 19th, 1902, the following Application was filed:-

Eliza J. Schofield — Plaintiff.

vs. Court of Common Pleas Union County, Ohio.

Thomas Schofield — Defendant.

Now comes the plaintiff through her Attorney and makes application for Alimony Pendente Lite, for the reason set forth in the petition and the following, towit:- Plaintiff has not the means of support for the necessaries of life. That she has to depend on her friends and relations for food and lodging. That plaintiff has not wherewith to carry on the prosecution of this action and that she had to borrow the necessary funds required by rule of said Court for deposit in Divorce cases.

Therefor plaintiff asks that she be decreed a reasonable amount of alimony pending the action and what would be reasonable each week until the case is heard and disposed of.

Eliza J. Schofield, by H. V. Spicer her Atty.

8141 Entry

On December 19th, 1902.

Eliza J. Schofield — Plaintiff.

vs. Court of Common Pleas Union County, Ohio.

Thomas Schofield — Defendant.

Now comes the plaintiff and files her petition and praecipe for summons and the same is ordered issued.

8141 Answer

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8141 Motion and Notice

On Dec. 22nd, 1902, the following Motion and Notice was filed:-

Eliza J. Schofield — Plaintiff

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

Thomas Schofield — Defendant.

Now comes the defendant and moves the Court to modify the injunction granted in this action by releasing therefrom defendants chattel property; for the reason that defendants real estate described in plaintiffs petition is unincumbered except by a mortgage of Four Hundred Dollars and interest, and is full security for any claim plaintiff may have for alimony, and for the further reason that the interest on said

mortgage will be due within a few days, and defendant has nothing with which to pay the same, and nothing upon which to exist except by the sale of some of his said property.

John F. Millar, Attorney for Defendant.

Notice,

Plaintiff is hereby notified that on the 23rd day of December, 1902, at ten o'clock, A.M. or as soon thereafter as may be, defendant will apply to Hon. Duncan Dow, Judge of said Court, at the Court Room in Marysville, Ohio, for an order modifying the injunction herein granted to plaintiff against defendant by releasing defendants chattel property therefrom, and that affidavits will be used on said hearing.

Dated Dec. 20th, 1902.

John F. Millar, Atty for Defendant.

Service of the above notice accepted this 20th day of December, 1902,

H. V. Speer, Atty for Plaintiff.

8141 Entry

On December, 23rd, 1902, the following Entry was filed:-

Eliza J. Schofield,

Vs.

Thomas Schofield,

Court of Common Pleas, Union County, Ohio.

Dec. 23rd, 1902,

This cause came on for hearing on the application of plaintiff for alimony pendente lite, and the application of the defendant for the discharge of the injunction as to the chattels described in the petition, on the evidence of the original papers and affidavits, before the Hon. Duncan Dow, Judge of the Common Pleas Court aforesaid, and it was ordered and decreed that the defendant pay into the hands of the Clerk of said Court alimony pendente lite, for the plaintiff, as follows towit:- $25.00 in ten days and $10.00 on the 1st day of February, and the like sum on the first day of each month thereafter until the further order of the Court; and that the injunction as to the chattel property described in the plaintiff's petition, be and the same is hereby discharged, but that the injunction as to the real estate is not disturbed, this the 23rd day of December, 1902,

8141 Entry

On February 16th, 1903, the following Entry was filed:-

Eliza Schofield,

Vs.

Thomas Schofield,

Court of Common Pleas, Union County, Ohio.

Feb. 16th, 1903,

This day on motion of the defendant leave was granted to file answer herein 20 days.

8141 Answer

On March, 7th, 1903, the following Answer was filed:-

Eliza J. Schofield — Plaintiff.

Vs.

Thomas Schofield — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and in answer to the plaintiff's petition as based upon extreme cruelty as a cause of action, admits that plaintiff has been a resident of the State of Ohio for the year last past and that she has a bona fide residence in the County of Union; that they were married on the second of May, 1900; that there has been no issue of said marriage; that plaintiff has left defendant's home, and that he published a notice that he would not be responsible for her debts; that he has not cohabited with her since the month

of August, 1902; and that he is the owner of the real estate described in the petition, and of the farm machinery and implements and household property therein mentioned, and of one horse, one two-year-old colt, one yearling colt, eight head of hogs, and about twenty chickens,

Defendant further admits that he slapped plaintiff on returning with her from Marysville, at the time stated in her petition, and that he struck her at one time about the waist with a buggy whip that he held in his hand at the time; but alleges that he did so in both instances in self defense only after she had first assaulted and beaten him; Defendant further avers that the plaintiff has been guilty of extreme cruelty toward him in that on or about the — day of August, 1902, she assaulted and struck him several times on and about the head with a piece of a broom handle, and at many other times both previous to and since then has committed assault and battery upon his person; and whatever ill-treatment she has received at his hands has all been provoked and brought about by her first assaulting him with violent and abusive language and with battery at the time,

Defendant denies each and every other allegation in said petition contained relative to extreme cruelty as a cause of action that is not herein expressly admitted.

John F. Millar, Atty for Defft.

8141 Reply

On April, 17th, 1903, the following Reply was filed:-

Eliza J. Schofield — Plaintiff.
vs.
Thomas Schofield — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff, and for her reply says that she denies each and every allegation contained in defendants answer not alleged or admitted in the plaintiff's petition,

H. V. Speir, Atty for Plaintiff.

State of Ohio, Union County, ss.

Eliza J. Schofield being duly sworn says that the allegations made in the foregoing pleading are true as she verily believes,

Eliza J. Schofield,

Subscribed to and sworn before me this the 27th day of March, 1903,

(Seal) H. V. Speir, Notary Public.

8141 Entry

On May 2nd, 1903, the following Entry was filed:-

Eliza J. Schofield
vs.
Thomas Schofield.

Court of Common Pleas, Union County, Ohio.

May, 2nd, 1903.

This cause came on this day to be heard on the petition, the answer of the defendant, Thomas Schofield, 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 extreme cruelty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage

contract heretofore existing between the said Eliza J. Schofield and Thomas Schofield be, and the same hereby is, dissolved, and both parties are released from the obligations of the same, And the Court find that the defendant is the owner of the following described real estate, not heretofore disposed of, towit:- "Situated in the Township of Claibourne, County of Union, State of Ohio, and Survey 2320.

Beginning in the center of the Richwood and Miller gravel road, at the S.W. corner of lands of Sylas Sabin and the S.E. corner of Burt Cahills land; thence with Sylas Sabins West line N. 2° 45' E. 123½ poles to a stake in the West line of a County Road; thence S. 87° E. 50 6/100 poles to a stake; thence S. 3° 15' W. 135 9/100 poles to the center of the said gravel road; thence N. 72° 30' W. 50 16/100 poles to the place of beginning containing forty acres of land more or less."

It is therefore ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Five Hundred Dollars, payable One Hundred Dollars each year for five years, Fifty Dollars of which shall be paid every Six months, first Fifty dollars shall be paid at once, and the balance shall be paid in Fifty Dollar installments, at the first of each six months, until fully paid and the same is hereby made a charge and lien on the foregoing real estate of the said defendant, Thomas Schofield, and a lien on all the other real estate of the defendant, and in default of any such payment for three days after due, execution is allowed to issue therefor.

It is further considered by the Court that the said Eliza J. Schofield recover from the said Thomas Schofield her costs herein expended, and the costs in this case.

Attest:
Chas. L. 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, 1903.

Be it remembered that heretofore, towit, on August, 5th, 1901, a petition for partition was filed with the Clerk of said Court, and a summons thereon was issued to the Sheriff of Union County, Ohio, which summons was duly returned and filed on August, 7th, 1901, endorsed as follows:- "Received this writ Aug. 5th, A.D. 1901, at 1 o'clock P.M, and served same by personally delivering to Mary St. John Aug. 5th, 1901, and to Elizabeth Carey, Aug. 6th, 1901, true and certified copies of this writ with all the endorsements thereon.

Sheriff's Fees:- $1.91 S. F. Burnham, Sheriff.

7964 Entry — On January 5th, 1903, the following Entry was filed:-

Bridget E. Slattery,
vs.
James E. Slattery et. al.

Court of Common Pleas, Union County, Ohio.
Jan. 5th, 1903.

It appearing that the petition in this case has been lost, on motion it is ordered that plaintiff be allowed to substitute a copy thereof and that the same be in all respects record instead of such original pleading.

7964 Petition — On Jan. 5th, 1903, the following petition was filed:-

Bridget E. Slattery - Plaintiff.
vs.
James E. Slattery, Mary St. John,
Margaret Ryan and Elizabeth Carey - Defendants.

Court of Common Pleas, Union County, Ohio.

7964 Answer — The plaintiff in the above entitled case was granted leave by the Court to file a copy or a substantial copy for the original petition therein which has been lost or destroyed without plaintiff's neglect, the following being a substitute for said original petition:-

The plaintiff has a legal right to and is seized in fee simple as heir at law of Margaret Slattery, deceased, of the one undivided one fifth part of the following described real estate, situated in the County of Union and State of Ohio, and in the Village of Marysville, viz:- "Beginning at the Southeast corner of Mary Peacock's lot; thence West with North Street (now Fourth Street) sixty-seven (67) feet to a stake; thence at right angles with said North Street (now Fourth Street) ten rods; thence East sixty-seven (67) feet parallel with North (now Fourth street) to a stake; thence to the place of beginning."-

Also one other tract described as follows:- "Beginning at a stake North east corner of a lot heretofore conveyed by the heirs of Mary Peacock, Rosie Welsh See Vol. 46 Page 561, Records of Deeds, Union County, Ohio; thence with the North line of said Welch lot sixty-seven (67) feet West to the Northwest corner of said Welch lot; thence North to the North line of Mary Peacock's lot; thence with said line East to the Northeast corner of said Mary Peacock's lot; thence South to the beginning containing one fourth of an acre more or less;" both described lots being same premises conveyed by Robert M. Henderson and wife to Patrick Slattery by deed dated Sept. 1st, 1883, and recorded in Vol, 56 page 32 Records of Deeds, Union County, Ohio,

The said defendants are tenants in common with plaintiff in said

premises. One fifth of said premises belongs to James E. Slattery, who is a brother of the deceased; one fifth of said premises belongs to Mary St. John, who is a sister of the deceased; one fifth of said premises belongs to Elizabeth Carey, who is a sister of the deceased; one fifth belongs to Margaret Ryan, of said premises, who is a niece of the deceased, and who is the only heir of —— Ryan, who is a sister of the deceased. Plaintiff further avers that all of the debts against the estate of said Margaret Slattery have been paid to the best of her knowledge, and if not there is more than enough of personal property to pay all debts and claims against the estate of the said Margaret Slattery, deceased.

The plaintiff prays that by an order of the Court her interest in said premises may be set off to her in severalty, if the same can be done without manifest injury, if not, then that the premises be sold according to law, and that partition be made, and for such proceedings in the premises as are authorized by law.

The defendants, James E. Slattery and Margaret Ryan, whose residence and Post Office address are unknown to plaintiff, and this affiant, and publication is required to bring said parties into Court.

Robinson & Woodburn, Attys for Plaintiff.

State of Ohio, Union County ss.

R. S. Woodburn being duly sworn says he is one of the attorneys, duly authorized in the premises, and that he drew the petition for the said plaintiff, that is now lost or destroyed, and that the plaintiff verified the same according to law, and that the allegations now stated in the foregoing copy are in substance the same as in the original petition as he verily believes.

R. S. Woodburn,

Sworn to and subscribed to before me this 5th day of January, 1903.

(Seal) Milton Hains, Dept. Clerk.

7964 Answer

On January, 9th, 1903, the following Answer was filed:-

Bridget E. Slattery-
Vs.
James E. Slattery et. al.

Court of Common Pleas, Union County, Ohio.

Now comes Mary St. John and says that on or about the 6th day of July, 1901, the said Margaret Slattery, late of the County of Union and State of Ohio, died intestate, and that the answering defendant Mary St. John is the duly appointed, qualified and acting administratrix of the estate of the said Margaret Slattery, deceased, That the said Margaret Slattery died seized of the premises in the petition described, and which it is sought to partition among the heirs.

This answering defendant, the said Administratrix says that the said decedent Margaret Slattery left no estate except the real estate in this case involved, which it is sought to be partitioned and certain notes to the amount of $400.00 not yet due.

That the indebtedness of said estate amounts to about $200. including the undertaker's bill, expense of last sickness and costs of Administration, That the said Administratrix is unable to make a settlement of said estate of Margaret Slattery, died for the reason that she has no funds wherewith to make said settlement by reason of the notes not being due.

That the premises sought to be partitioned in this case are not capable of being divided and that it will be necessary to sell the said premises in order to accomplish the purposes of this suit.

That this answering defendant as the Administratrix of said Margaret Slattery deceased is unable to make settlement of said estate for the reason given and further declare that it is necessary for the proceeds derived from selling the

premises in the petition described in this action, after the payment of costs of this action should be turned over to her the said Administratrix to administer in the Probate Court and make settlement of said estate,

Therefore this answering defendant, the said Mary St. John, as Administratrix of the estate of Margaret Slattery, deceased, prays that the proceeds of the sale of the real estate herein described, after the payment of the costs in this action be ordered to be turned over to her the said Administratrix to be administered in the Probate Court of Union County, Ohio according to law and for such further relief as she may be entitled,

J. H. Kinkade, Attorney for Mary St. John,
Administratrix &c.

State of Ohio, Union County, ss.

Mary St. John, being duly sworn says that the facts stated and allegations made in the foregoing pleading are as she believes true,

Mary St. John,

Sworn to and subscribed before me this 29th day of December, 1902,
(Seal) N. H. Brodrick, Notary Public.

7964 Entry

7964 Legal Notice and Proof.

On March, 14th, 1903, the following Legal Notice and Proof was filed:-

Bridget Slattery
Vs. Court of Common Pleas, Union County, Ohio.
James E. Slattery et. al.

James E. Slattery, and Margaret Ryan, whose residences are unknown to the plaintiff, will take notice that Bridget Slattery plaintiff on the 5th day of August, 1901, filed a petition for partition against them and others in the Court of Common Pleas of Union County, Ohio, also upon motion of plaintiff, it appearing to the Court that said petition was lost, leave was granted to file a substitute, and the same was filed January, 5th, 1903. The prayer of said petition is to partition the following described premises situated in the County of Union and State of Ohio, and in the Village of Marysville:- "Beginning at the Southeast corner of Mary Peacock's lot; thence west with North Street (now 4th) sixty-seven (67) feet to a stake; thence at right angles with said North Street (now 4th Street) ten rods; thence East sixty-seven (67) feet parallel with North (now 4th Street) to a stake; thence to the place of beginning." Also another tract described as follows:- Beginning at a stake Northeast corner of lot heretofore conveyed by the heirs of Mary Peacock to Rosie Welsh, see Vol. 46 Page 561 Record of Deeds, Union County, Ohio; thence with the North line of said Welsh lot sixty-seven (67) feet west to the Northwest corner of said Welsh lot; thence North to the North line of Mary Peacock's lot; thence with said line East to the Northeast corner of said Mary Peacocks lot; thence South to the beginning containing one fourth of an acre more or less, both described lots being same conveyed by Robert M. Henderson and wife to Patrick Slattery by deed dated September, 1st, 1883, and recorded in Vol. 56 page 32, Record of Deeds, Union County, Ohio. The above defendants are required to answer by March, 14th, 1903,

Robinson & Woodburn, Attorneys for Plaintiff.

The State of Ohio, Union County ss.

The undersigned, being duly sworn says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with Friday 4th, 1903,

H. O. Shearer.

Sworn to and subscribed before me this, 14th day of March, 1903,
(Seal) Chas. Pentherwood, Clerk

7964 Writ of Partition

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7964
Entry

On March, 30th, 1903, the following Entry was filed:-

Bridget Slattery
Vs.
James E. Slattery et. al.

Court of Common Pleas, Union County, Ohio.
March, 30th, 1903,

And now this cause coming on to be heard upon the petition and answer of Mary St. John, Administratrix 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 exception of the above named they are in default for answer thereto, Thereupon, the Court further find that the plaintiff and defendants hereafter named are tenants in common in the relate described in the petition; that the plaintiff, Bridget Slattery has a legal right to the one fifth part, the defendant James E. Slattery a legal right to the one fifth part; and the defendant Mary St. John to the one fifth part; and the defendant Elizabeth Carey to the one fifth part; and one fifth part to the defendant Margaret Ryan; and that the plaintiff is entitled to have partition of said relate made as prayed in her petition.

It is therfore ordered, adjudged and decreed that partition of said relate be made in favor of all parties mentioned, and G. C. Edwards, J. B. Galloway, and Mike Murphy three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same, and it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said relate to which they are severally above found entitled. And it is ordered that if said relate is entire and cannot be divided by metes and bounds, or that said relate cannot be divided without manifest injury thereof, then that said relate be so reported and appraised, without dower, and of this proceedings herein, said Sheriff is ordered to make due return.

7964
Writ of Partition

On March, 30th, 1903, the following Writ of Partition was issued:-

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

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the March Term, A.D. 1903, in a civil action therein pending for partition wherein Bridget E. Slattery the plaintiff and James E. Slattery et. al. the defendants, you are hereby commanded that by the oaths of G. C. Edwards, J. B. Galloway, and Michael Murphy, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, towit:- Situated in the County of Union and State of Ohio, and in the Village of Marysville, beginning at the Southeast corner of Mary Peacock's lot; thence West with North Street (now Fourth Street) sixty-seven (67) feet to a stake; thence at right angles with North Street (now Fourth Street) two rods; thence East sixty-seven (67) feet parallel with North (now Fourth) Street to a stake; thence to the place of beginning." Also one other tract described as follows:- Beginning at a stake Northeast corner of a lot heretofore conveyed by the heirs of Mary Peacock to Rosie Welch, see Vol. 46 Page 561, Records of Deeds, Union County, Ohio; thence with the North line of said Welch lot, sixty-seven (67) feet west to the Northwest corner of said Welch lot; thence North to the North line of Mary Peacock's lot; thence with said line East to Northeast corner of

said Mary Peacock's lot; thence South to the beginning, containing one fourth of an acre more or less, both described lots being the same premises conveyed by Robert M. Henderson and wife to Patrick Slattery by deed dated September 18th, 1883, and recorded in Vol. 56 Page 32, Records of Deeds of Union County, Ohio.- among the persons named herein and in the following proportions, towit:-

To Bridget E. Slattery one fifth part.
To James E. Slattery one fifth part.
To Mary St. John one fifth part.
To Elizabeth Casey one fifth part.
To Margaret Egan one fifth part.

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

Witness my hand and the seal of said Court of Common Pleas at the Court House in Marysville this 30th day of March, A.D. 1903.

(Seal) Chas. C. Southorwood, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of G.C. Edwards, J.B. Galloway, and M. Murphy as will appear by the Report of the Commissioners herewith returned.

Given under my hand this 6th day of April, A.D. 1903.

Sheriff's Fees: $2.56.

D.F. Burnham,

Commissioners' Fees: $3.00. Sheriff.

Commissioners' Report.

According to the demand of the Writ of Partition in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners after being first duly sworn, and upon actual view of the premises, we are of opinion that the said Real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at $650.00.

Given under our hands, this 6th day of April, A.D. 1903,

G.C. Edwards,
J.B. Galloway,
Michael Murphy } Commissioners.

7964 Entry

On April 7th, 1903, the following Entry was filed:-

Bridget E. Slattery-
Vs.
James E. Slattery et. al

Court of Common Pleas, Union County, Ohio.
April 7th, 1903.

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 injury to the value thereof, and that said Commissioners have made and returned their appraisement thereof for dower in the sum of Six Hundred and Fifty Dollars, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefor approve and confirm the same, And thereupon neither of said parties electing to take said estate at its appraised.

7964 Order of Sale

7964 Legal Notice

value, on motion of the plaintiff, it is ordered that said premises be sold at public auction at the Court House free of dower and that an order issue therefor to the Sheriff of Union County, It is ordered that the sale be made cash.

7964
Order of Sale

On April, 7th, 1903, the following Order of Sale was issued:-
The State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the March Term, A. D. 1903, in a certain petition for partition now pending in said Court, wherein Bridget E. Slattery, petitioner and James E. Slattery et. al, respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, towit:- Situated in the County of Union and State of Ohio, and in the Village of Marysville, beginning at the Southeast corner of Mary Peacock's lot; thence west with North Street (now Fourth Street) sixty-seven (67) feet to a stake; thence at right angles with North Street (now Fourth Street) ten rods; thence East sixty-seven (67) feet parallel with North Street (now Fourth Street) to a stake; thence to the place of beginning."
Also one other tract described as follows:- Beginning at a stake Northeast corner of a lot heretofore conveyed by the heirs of Mary Peacock to Rena Welsh, See Vol. 46 Page 561 Records of Deeds, Union County, Ohio, thence with the North line of said Welsh lot sixty-seven (67) feet west to the Northwest corner of said Welsh lot; thence North to the North line of Mary Peacocks lot; thence with the said line East to the Northeast corner of said Mary Peacocks lot; thence South to the beginning, containing one fourth of an acre, more or less, both described lots being the same premises conveyed by Robert M. Henderson and wife to Patrick Slattery by deed dated September, 1st, 1883, and recorded in Vol. 56 Page 32, Records of Deeds of Union County, Ohio,
Appraised at $650.00, and that your proceedings in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof, and have you then and there this writ.
Witness my hand and the seal of said Court at Marysville this 7th day of April A. D. 1903. (Seal) Chas Southorwood, Clerk
Sheriff's Return,
As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio; and on the 9th day of May A. D. 1903, at 10 o'clock P. M. on said day, at the door of the Court House, in said County, I offered for sale at public auction, the lands and tenements described in this writ, whereupon came Michael Murphy who bid $434.00 for the same and said sum being more than two-thirds of the appraised value, and he being the highest and best bidder was declared the purchaser,
Sheriff's Fees:- $7.89
S. F. Burnham, Sheriff.

7964
Legal Notice

On May, 13th, 1903, the following Legal Notice was filed:-
Bridget E. Slattery, vs. James E. Slattery et. al.
On order of Sale in Partition.
Court of Common Pleas, Union County, Ohio.
Robinson and Woodburn, Attorneys.
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 one o'clock P.M, on said day, the following described real estate, towit:- Situated in the Township of Paris, County of Union and State of Ohio, and in the Village of Marysville, Beginning at the Southeast corner of Mary Peacocks lot; thence with North Street (now Fourth St) west sixty-seven (67) feet to a stake; thence at right angles with north street (now Fourth street) ten rods; thence East sixty-seven (67) feet parallel with North street (now Fourth street) to a stake; thence to the place of beginning". Also one other tract described as follows:-

Beginning at a stake Northeast corner of a lot heretofore conveyed by the heirs of Mary Peacock to Rezin Welch, see Vol, 46 Page 361, Records of Deeds, Union County, Ohio; thence with the North line of said Welch lot sixty-seven (67) feet West to the Northwest corner of said Welch lot; thence north to the north line of Mary Peacocks lot; thence with the said line East to Northeast corner of said Mary Peacock's lot; thence south to the beginning, containing one fourth of an acre more or less".

Both described lots being the same premises conveyed by Robert M. Henderson and wife to Patrick Slattery by deed dated September, 1st, 1883, and recorded in Vol. 56 Page 32, Record of Deeds of Union County, Ohio, Appraised at Six Hundred and Fifty ($650) Dollars, Terms of Sale - Cash.

S. F. 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 April 8th, 1903.

H. C. Shearer,

Sworn to and subscribed before me this 13th day of May, A.D. 1903,

(Seal) Chas. Southorwood, Clerk

7964 Entry

On June, 15th, 1903, the following Entry was filed:-

Bridget E. Slattery,
vs. Court of Common Pleas, Union County, Ohio.
James E. Slattery et. al. June, 15th, 1903.

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said sale and proceedings are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, Michael Murphy.

It is further ordered out of the proceeds of said sale amounting to $434.00 the Sheriff pay:- 1st:- To the Treasurer of Union County $10.04 being the taxes and penalty due on said premises,

2nd:- To the Clerk of this Court the said sum of $—, being the costs of this action including a counsel fee of $35.00 to said Robinson & Woodburn for their services in said case,

3rd:- The residue to Mary St. John, administratrix of Margaret Slattery.

Attest:- Chas. Southorwood, Clerk

8157 Transcript

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8157 Entry

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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 at the January Term, A. D. 1903.

Be it remembered that heretofore, towit, on Feb. 10th, 1903, the following Transcript was filed with the Clerk of said Court, towit:-

8157 Transcript

State of Ohio. Before Tracy Hicks, J. P. in and for Washington Township, Union Co. O.

Vs.

Charley H. Hodge. State of Ohio, Union County ss.

Henry Biggs makes complaint on oath before Tracy Hicks, a Justice of the Peace of said Township and says that he is a resident of said County of Union and State of Ohio, and that he has just cause to fear, and does fear that one Charley H. Hodge of said County will unlawfully, maliciously and willfully stab and kill him, or shoot and kill him according to threats made by said Charley H. Hodge. (Signed) Henry Biggs.

Sworn to and subscribed before me this 2nd day of February, A. D. 1903.

Tracy Hicks, J. P.

February, 2nd, 1903, I issued a warrant for the arrest of Charley H. Hodge and delivered the same to G. O. Bonham, Constable, who reported on the same day as follows:- I now have the body of the said Charley H. Hodge in Court. Constables Fees:- $4.55 — G. O. Bonham, Constable.

The prisoner demanded that the costs be secured which was done by Henry Biggs signing the following bond:- I, the undersigned acknowledge myself responsible for the cost in the action of The State of Ohio against Charley H. Hodge in case the claim be dismissed. — Signed Henry Biggs.

A hearing was had and the culprit plead guilty of disturbing the peace of the said Henry Biggs: thereupon I required him to enter into a bond of Five Hundred Dollars for his appearance before the Court of Common Pleas of said County on the first day of the next term thereof, which recognition he has failed to comply with, therefore in the name of the State of Ohio, I committed him to the jail of said Union County there to remain until discharged by due course of law.

Constables' return of mittimus is as follows:- I certify the within to be a true copy of the original, I have turned the within named Charley H. Hodge over to the Sheriff of said Union County, February, 3rd, 1903.

Constables Fees $ 12,15 — G. O. Bonham, Constable.

Justices Cost 4.75

Total Cost $16.90.

Tracy Hicks, J. P.

I certify the within to be a true copy of the proceeding had in Justices Court before me the undersigned on the 2nd day of February, A. D. 1903, as shown by criminal docket D, page 190.

Tracy Hicks J. P.

8157 Entry

On Feb. 16th, 1903 the following Entry was filed:-

The State of Ohio, ex. rel. Henry Biggs. Court of Common Pleas, Union County, Ohio.

Vs.

Charley H. Hodge. Feb. 16th, 1903.

This day the Court fix the amount of defendants bond to keep the peace at $200.00, and cause continued.

8157
Recognizance

On March, 16th, 1903, the following Recognizance was filed:-
The State of Ohio, Union County ss. In Common Pleas Court.
Be it remembered, that on the 16th day of March, A.D. 1903, Chas. H. Hodge personally appeared in open Court of Common Pleas in and for the County aforesaid and acknowledged himself to owe the State of Ohio the sum of Two Hundred Dollars to be levied of his goods and chattels, lands and tenements if default be made in the condition following, towit:- The condition of this Recognizance is such that if the above bound shall personally be and appear before the Court of Common Pleas on the first day of the next term thereof, then and there to answer unto a complaint of Henry Biggs that he has reason to fear and does fear that the said Chas. H. Hodge will stab and kill him or 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 Henry Biggs then this Recognizance shall be void, otherwise it shall be and remain in full force and virtue in law.

C. H. Hodge,

Taken and acknowledged before me this 16th day of March, A.D. 1903.

Chas. C. Leuhorwood, Clerk

8157
Warrant for Discharge

On Mar, 16th, 1903, the following Warrant was issued:-
The State of Ohio, Union County ss. — Court of Common Pleas.
The State of Ohio, ex. rel. Henry Biggs,
Vs. No. 8157
Chas. H. Hodge.

To the Sheriff of said County, Greeting:-

Whereas the defendant, Chas. H. Hodge was on the 3rd day of February, A.D. 1903, committed to the jail of said County by Tracy Hicks on default of bail, to appear before the Court of Common Pleas of said County, at the first day of the next term thereof, to answer the charge of threatening to kill Henry Biggs, and whereas the said Chas. H. Hodge having this day been admitted to bail for his appearance at said Court of Common Pleas, according to law to answer said charge.

You are therefore ordered to discharge the said Chas. H. Hodge from the jail of said County and from your custody as such Sheriff forthwith.

Witness my hand and the seal of said Court at Marysville, Ohio, this 16th day of March, 1903. (Seal) Chas. C. Leuhorwood, Clerk

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ this 16th day of March, 1903, at 3:30 o'clock P.M. and pursuant to the command thereof, I have discharged from the jail and from my custody as Sheriff of said County, the within named Chas. H. Hodge,

S. F. Burnham, Sheriff.

Attest:

Chas. C. Leuhorwood, Clerk.

8139
Petition

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Clear continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the March Term A.D. 1903.

Be it remembered that heretofore, towit, on December, 10th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8139 Petition

The Citizens Home and Savings Company — Plaintiff.

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

Beck Davis and Jerome E. Davis — Defendants.

The Citizens Home and Savings Company says, that it is an Association duly organized and incorporated under the laws of the State of Ohio for the incorporation of Building and Loan Associations, and that its principal office is at Marysville, Ohio.

I First cause of action:- For a first cause of action the said plaintiff, The Citizens Home and Savings Company says, that on the 13th day of November, 1897 the said defendants made and delivered to said Company their contract in writing, of which the following is a copy:-

$700.00 Marysville, Ohio, Nov. 13th, 1897.

Received as a loan from the Citizens Home and Savings Company of Marysville, Ohio, the sum of Seven Hundred Dollars, which sum I agree to repay with ninety-one cents per week interest thereon, payable weekly, as follows:- I hereby subscribe for seven shares of stock in said Company, of One Hundred Dollars each, book No. 1768, and I agree to pay said Company, weekly not less than One and 75/100 Dollars, which sum is to be applied as follows:- First, to the payment of any fines, insurance, taxes or other assessments made against me in accordance with the By-laws of said Company.

Second. To the payment of interest due on said loan.

Third. The balance of said amount to be applied toward the payment of my said 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 any 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.

Jerome E. Davis.
Beck Davis.

The By-laws of said Company providing for the assessments of fines is as follows:- Sec 31, Should any borrowing member fail to pay the weekly amount required to be paid on his stock he shall be fined five cents on each One Hundred Dollars of stock held by him for each failure, and after eight failures the whole amount of his loan shall become due, and the Board of Directors shall order the mortgage to be foreclosed.

The said defendants have paid to said Company the sum of $257.84 which has been applied according to the terms of said contract as follows For fines $14.00; for insurance $3.88; for interest $236.60, and the remainder $3.36 has been credited as dues on said stock, The dividends declared on

said stock are $—. The said defendants have failed to make the weekly payments as agreed to be paid in said contract for more than 8 weeks.
II. Second cause of action:- For a second cause of action the said plaintiff, The Citizens Home and Savings Company says: That on the 13th day of November, 1897, and to secure the said loan and weekly payments, set forth in said contract in said first cause of action herein, the said defendants executed and delivered to said plaintiff The Citizens Home and Savings Company their mortgage deed and thereby conveyed to said Company the following described real estate, viz:- Situate in the Village of Marysville, County of Union and State of Ohio, and being all of In-lots numbers Three Hundred and Sixty-six (366) and Three Hundred and Sixty-seven (367) For a more definite description thereof see recorded plat of Robinsons Addition to said Village in the office of the Recorder of said Union County, Ohio, Said lots being Nos. 349 and 350 of said Addition,
The condition contained in said mortgage was as follows:- Provided nevertheless, and these presents are upon this condition; that, whereas, the said Jerome E. Davis and Beck Davis have entered into a contract in writing with said grantee of which the following is a copy:-

$700.00 Marysville, Ohio, November, 13th, 1897,

Received as a loan from the Citizens Home and Savings Company of Marysville, Ohio, the sum of Seven Hundred Dollars, which sum I agree to repay with ninety-one cents per week interest thereon, payable weekly as follows:- I hereby subscribe for Seven shares of stock in said Company, of One Hundred Dollars each, Book No. 1768 and I agree to pay said Company, weekly, not less than One and 75/100 Dollars which sum is to be applied as follows:-
First: To the payment of any fines, insurance, taxes, or other assessments against me in accordance with the By-laws 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 said 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 any 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.

Jerome E. Davis.
Beck Davis.

Now, if the said Jerome E. Davis and Beck Davis shall pay to said Company, its successors or assigns, the said sums of money when due as set forth by said contract, then these presents shall be void,
On the 18th day of November, A.D. 1897 at 3:24 o'clock P.M. said mortgage was delivered to the recorder of said Union County, Ohio, for record, and was duly recorded in Vol. 41 Page 54 of the Records of Mortgages of said County,
Said Mortgage deed has become absolute, There is due and remaining unpaid upon said contract set forth in the first cause of action herein the sum of

8139 Affidavit

8139 Legal Notice

Seven Hundred and Five and 07/00 Dollars on the 10th day of December, 1902, and the further sum provided in said contract.

The said plaintiff The Citizens' Home and Savings Company, therefor asks judgment against said defendants for said sum of Seven Hundred and Five and 07/00 Dollars, and 91/00 Dollars for each and every week from and after Dec. 10th, 1902; that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness of $705.07 and 91/00 Dollars additional from and after the 10th day of Dec, 1902, until paid, and for all proper relief in the premises.

James E. Robinson, Attorney for Pl'ff.

State of Ohio, Union County ss,

James E. Robinson, being sworn, makes oath that he is the Attorney of said plaintiff, The Citizens Home and Savings Company, and that the facts stated in the foregoing petition are, as affiant believes true,

James E. Robinson

Sworn to by said James E. Robinson before me and signed by him in my presence this 10th day of December, 1902.

(Seal) Chas Tenborwood, Clerk

8139 Affidavit

On December, 10th, 1902, the following Affidavit was filed:-

The Citizens Home and Savings Company – Plaintiff.

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

Beck Davis and Jerome E. Davis – Defendants.

The State of Ohio, Union County ss.

James E. Robinson being sworn says that he is the Attorney for The Citizens Home and Savings Company above named, that the subject of the above named action is real estate within Union County and State of Ohio, that the defendants have an actual interest therein, and that the relief sought consists of excluding them from said interest, and that said defendants are non-residents of the State of Ohio,

James E. Robinson,

Sworn to before me and subscribed in my presence this 10th day of December, 1902, (Seal)

Chas Tenborwood, Clerk

8139 Legal Notice

On Jan. 28th, 1903 the following Legal Notice was filed:-

The Citizens Home and Savings Company – Plaintiff.

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

Beck Davis & Jerome E. Davis – Defendants.

The defendants, above named, who reside at Cold Water, Kansas, will take Notice that on the 10th day of December, 1902, the above named plaintiff filed its petition against them in the Court of Common Pleas of Union County, Ohio, praying for a judgment against them for $705.07 and for 91 cts, per week interest thereon from said date and for foreclosure of a mortgage executed by them to said plaintiff on in-lots numbers 366 and 367 in the Village of Marysville, County of Union and State of Ohio, and that they are required to answer said petition on or before the 8th day of January, 1903, or judgment will be taken thereon,

The Citizens' Home and Savings Company,

By James E. Robinson, its Attorney.

The State of Ohio, Union County ss,

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in The Marysville Tribune

a newspaper of gneral circulation in the County of Union, the first publication beginning with December, 10th, 1903, H. O Shearer.

Sworn to and subscribed before me, this 28th day of January, 1903,
(Seal) Chas. C. Leuhorwood, Clerk

8139 Entry

On January, 28th, 1903, the following Entry was filed:-

The Citizens Home and Savings Company
Vs. Court of Common Pleas, Union County, Ohio.
Beck Davis et al Jerome E. Davis Jan. 28th, 1903,

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home and Savings Company, and the evidence; on consideration whereof the Court find that the defendants, Beck Davis and Jerome E. Davis have been duly served by publication for 6 weeks in the Marysville Tribune a newspaper of general circulation in Union County, Ohio, in this case, and that they are in default for answer and demurrer, and that the allegations of said petition are thereby confessed by them to be true; and that there is due the said plaintiff, The Citizens Home and Savings Company, from the said defendants, Beck Davis and Jerome E. Davis on the contract in writing set forth in the said petition to the first day of this term, towit, the sum of Seven Hundred and Ten and 57/100 Dollars. The Court further find that in order to secure the payment of said contract in writing, the defendants, Beck Davis and Jerome E. Davis, her husband, executed and delivered to said plaintiff, The Citizens Home and Savings Company, their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Volume 41 Page 54 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises in the petition described, and that the conditions of said mortgage have been broken,

And it is further ordered and decreed that unless the said defendants, Beck Davis and Jerome E. Davis shall within 3 days from the entry of this decree pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with weekly payments of $8 91/100 for each and every week from and after this date, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order,

8139 Order of Sale

On Feb. 4th, 1903, 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 28th day of January, 1903, The Citizens Home and Savings Company obtained a judgment and decree against Beck Davis and Jerome E. Davis for the sum of Seven Hundred and Ten and 57/100 Dollars and costs of suit, and whereas it was then and there, by said Court ordered adjudged and decreed that the said Beck Davis et al, within 3 days from the 28th day of January, A.D. 1903, pay unto the said The Citizens Home and Savings Company the said sum of $710.57 with interest from the 28th day of January, 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 statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition &c; and whereas the 3 days aforesaid have fully expired and the said sum of $710.57 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:- Situate in the Village of Marysville, County of Union and State of Ohio, and being all of In-lots numbers Three Hundred and Sixty-six (366) and Three Hundred and Sixty-seven (367). For a more definite description thereof see recorded plat of Robinson's Addition to said Village in the office of the Recorder of said Union County, Ohio, Said lots being Nos. 349, and 350 of said addition.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 4th day of February, A.D. 1903.

(Seal) Chas C. Featherwood, Clerk

Sheriff's Return.

In obedience to the command of the order of sale hereto annexed, I did, on the 7th day of February, 1903, summon Geo. E. Whitney, E.S. Price and C.C. Featherwood three disinterested freeholders resident 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 7th day of February, 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 ($1350.00) Thirteen Hundred and Fifty Dollars, a certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas, of said County. And on the 11th day of February, 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 14th day of March, A.D. 1903, at one o'clock P.M. of said day, And having advertised the said lands and tenements for more than thirty days previous to the day of sale, towit: for consecutive weeks; and in pursuance to said notice, I did, on said 14th day of March, A.D. 1903, at the time and place aforesaid, proceed to offer said lands and tenements at public sale, and then and there came Michael Huber, who bid for the same the sum of Eleven Hundred and Thirty Dollars ($1130) and said sum being more than two thirds of said appraised value thereof, and said Michael Huber being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Eleven Hundred and Thirty Dollars, ($1130).

Sheriff's Fees:- $16.81
Commissioners Fees: $3.00

S. F. Burnham, Sheriff.

8139
Legal Notice

On March, 14th, 1903, the following Legal Notice was filed:-
The Citizens Home & Savings Co. James E Robinson, Attorney.
Vs. Court of Common Pleas, Union County, O.
Beck Davis et. al. On order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, March, 14th, 1903, at or about the hour of one o'clock P.M. on said day, the following described real estate, towit:- Situated in the Village of Marysville, County of Union and State of Ohio and being all of Inlots numbers, Three Hundred and Sixty-six (366) and Three Hundred and Sixty-seven (367), for a more definite description thereof see recorded plat of Robinson's Addition to said Village in the Office of the Recorder of said Union County, Ohio, Said lots being Nos. (349) and (350) of said addition." Appraised at One Thousand Three Hundred and Fifty ($1350) Dollars, Terms of Sale-Cash,
S. F. Burnham, Sheriff, Union Co. O.

The State of Ohio, Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in The Marysville Tribune, a newspaper of gneral circulation in the County of Union, the first publication beginning on the 17th, 1903,
H. O. Shearer,
Sworn to and subscribed before me this 14th day of March, 1903,
(Seal) Chas. C. Leuhorwood, Clerk

8139
Entry

On March, 30th, 1903, the following Entry was filed:-
The Citizens Home and Savings Co.
Vs. Court of Common Pleas, Union County, Ohio.
Beck Davis et. al. Mar. 30th, 1903,

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 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, Michael Kuber, by deed according to law the property so sold, and a writ of possession is awarded to put the purchaser in possession, and the said purchaser is hereby subrogated to all the rights of the said lien-holders in said premises so far as they may be paid herein for the protection of his title. It is further ordered that the Clerk cause satisfaction of the mortgage herein 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 Eleven Hundred and Thirty 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, towit: the sum of Two Hundred and Seven and 77/100 Dollars.
Secondly: The costs of this action taxed at Sixty-three and 60/100 Dollars,
Thirdly:- To the plaintiff, The Citizens Home and Savings Company the amount heretofore found due it with interest, towit, the sum of Seven Hundred and Twenty-two and 40/100 Dollars, and the residue if any the pay to Beck Davis.
Attest: Chas. C. Leuhorwood, Clerk

8182
Petition

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Pleas continued and held at the Court House in Marysville, in 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, 1903.

Be it remembered that heretofore, towit, on April, 7th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8187 Petition

The Peoples Bank of Marysville, Ohio- Plaintiff.

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

S.S. Flickinger and Lillie J. Flickinger- Defendants.

For a first cause of action, the plaintiff, The Peoples Bank, says that it is a banking institution doing business under the laws of Ohio at Marysville, Ohio, that this action is founded upon a promisory note, a copy of which with all the credits and indorsements thereon is as follows:-

$50. Marysville, Ohio, June, 18", 1902,

Six months after date as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at Marysville, Ohio, Fifty Dollars, for value received. And we hereby dispense with the demand of payment of this note, and authorize any Attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us or either of us, in favor of the holder or holders of this note for the amount of said note, with eight per cent interest annually after the same shall become due, together with the cost of suit, and release all Errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this 18th day of June, 1902,

(Signed) S.S. Flickinger, Lillie J. Flickinger,

No credits or indorsements.

There is due to plaintiff from the defendants on said note the sum of $51.15, which plaintiff claims with interest from the 6th day of April, A.D. 1903, at eight per cent per annum.

For a second cause of action: The plaintiff, "The peoples Bank," says that it is a Banking institution doing business under the laws of Ohio, at Marysville, Ohio, that this action is founded upon a promissory note of which the following is a copy with all the credits and indorsements thereon, towit:-

$265, Marysville, Ohio, September, 2", 1902,

Ninety days after date, as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at Marysville, Ohio, Two Hundred and Sixty-five Dollars, for value received,

And we hereby dispense with the demand of payment of this note, and authorize any Attorney at law to appear for us, or either of us at any time after the same becomes due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note with eight per cent interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf. Witness our hands and seals this 2nd day of September, 1902,

(Signed) S.S. Flickinger, Lillie J. Flickinger,

No credits or indorsements.

There is due to plaintiff from the defendants on said note the sum of $272.41, which plaintiff claims with interest from the 6th day of April, A.D, 1903, at eight per cent per annum.

Whereupon the plaintiff, The Peoples Bank, of Marysville, Ohio, the owner and holder of said two notes mentioned in said first and second causes of action asks for a judgment against the said defendants the said S.S. Flickinger and Lillie J. Flickinger, in the sum of $323.56 with interest thereon from the 6th day of April, A.D, 1903, at eight per cent per annum being the total amount due plaintiff upon said two causes of action, for costs of suit and all proper relief.

J.H. Kinkade, Atty for Plaintiff.

The State of Ohio, Union County, ss.

J.H. Kinkade, being sworn, says that he is the Attorney for the plaintiff duly authorized that the action of the Plaintiff in both causes is upon two written instruments for the payment of money only in the possession of this affiant and that the original notes are attached to this petition and are filed herewith and that the facts stated and allegations in said petition are as affiant believes.

J.H. Kinkade.

Sworn to before me, and signed in my presence, this 7th day of April, A.D, 1903. (Seal) Chas Swinehorwood, Clerk

8182 Answer

On April, 7th, 1903, the following Answer was filed:-

The Peoples Bank of Marysville, Ohio)-Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
S.S. Flickinger and Lillie J. Flickinger-Defendants.

The defendants, S.S. Flickinger, and Lillie J. Flickinger by E.H. Porter, their Attorney, and an Attorney at law of record in this Court, duly authorized therefor by the Warrants of Attorney embraced in the notes sued on in this suit, and which notes, with the accompanying Warrants of Attorney are 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 therein; and said defendant by their said Attorney E.H. Porter, duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiff therein filed against them, but acknowledge and confess the same to be true, and say they are indebted to the plaintiff on the said notes in the said two causes of action 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 $323.56, bearing interest at eight per cent per annum, and therefor for that sum, with interest from the 6th day of April, A.D, 1903, at eight per cent per annum and accruing costs they confess judgment in favor of plaintiff and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein.

E.H. Porter, Atty for Defts.

8182 Entry

On April, 7th, 1903, the following Entry was filed:-

The Peoples Bank (of Marysville, O.)-
Vs. Court of Common Pleas, Union County, Ohio,
S.S. Flickinger and Lillie J. Flickinger. April, 7th, 1903.

This day came the plaintiff by J.H. Kinkade, Attorney

and filed its petition against said defendants, and thereupon E. H. Porter, an Attorney at law of this Court, by virtue of certain Warrants of Attorney for that purpose duly executed by said defendants, now produced in Court, proven shown to the Court, and filed with the Clerk thereof, appears in open Court in behalf of the said defendants, waives the issuing and service of process, enters the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as it has in its petition alleged by virtue of said Warrants of Attorney, confess that there is due from said defendants to said plaintiff on said indebtedness the sum of $323.56, bearing interest at eight per cent per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that the said The Peoples Bank plaintiff do recover of the said S. S. Fleckinger and Lillie J. Fleckinger defendants the sum $323.56, so confessed as aforesaid with interest from the 6th day of April, 1903, at eight per cent per annum and also costs in its behalf expended taxed to $—, and by virtue of said Warrants 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. Tenhorwood, 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, 1903.

Be it remembered that heretofore, towit, on December, 12th, 1902, the following petition was filed with the Clerk of said Court, towit:-

$140 Petition

The Farmers Bank - Plaintiff.

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

Melissa Carpenter, Frank Carpenter and J. S. Cameron - defendants.

The plaintiff says it is a corporation duly incorporated under the laws of Ohio, and that its corporate name is "The Farmers Bank, and its place of doing business is Marysville, Union County, Ohio.

That on the 30th day of January, 1901, for a valuable consideration, the defendants, Melissa Carpenter and Frank Carpenter, executed and delivered to Plaintiff their promissory note of that date and thereby promised to pay the plaintiff the sum of Three Hundred Dollars, with 8 per cent interest, payable semi-annually until paid, and said note was made payable one year after date. The interest has been paid on said note to February, 28th, 1902, but no part of the principal, or other interest has been paid and there is now due the plaintiff from the defendants upon said note the sum of Three Hundred Dollars with right per cent interest payable annually from the 28th day of February, 1902. A copy of said note is hereunto attached, marked "A" and made part hereof.

Second Cause of Action:- The plaintiff says that to secure the payment of said note the said Melissa Carpenter and Frank Carpenter, did on said 30th day of January, 1901, make and deliver to the plaintiff their mortgage deed of that date and thereby conveyed to the plaintiff the following Real Estate, situate in the County of Union, towit:-

Precipe $140

First Tract:- Situate in the County of Union and Village of Irwin, Orginning at a stake in the Southwest corner to Henry Reeds Lot, thence with the East line of an alley, thirty-three feet wide, South 32, West Sixty-six feet to a stake; thence South 58, East One Hundred feet and 8½ inches, Thence North, 32, East Sixty six feet; thence North 58, West One Hundred feet and 8½ inches to the Orginning, being twenty-four square rods more or less.

Summons $140

Second Tract:- Situate in the same County and State, in Taylor Township, Part of Survey No. 5507 and bounded and described as follows:- Being all of Lot No. 3 of the subdivision of the lands of Hiram Laughrey in partition, in case No. 6059, Eliza J. Wilson Vs. Melissa E. Laughrey et. al, Record No. 30 Page 517 Common Pleas Court, Records of Union County, Ohio, Beginning at a stake and stone in the center of the Machlin Road and Southeast corner of Lot No. 2; thence with the center of road S. 83, 45 W. 29 8/100 Poles to a stake and stone Southeast corner of Lot No. 4; thence with the East line of said lot No. 4, N. 30, W. 105 20/100 poles to a stake and stone in the North line of said Survey 5507; thence with said Survey line N. 82, 15 E. 26 70/100 poles to a stake and stone Northwest corner of Lot No. 2; thence with the West line of Lot No. 2, S. 3, 45, East 105 68/100 Poles to the Orginning, containing 17 40/100 acres."

Said mortgage had a condition thereunder written, that if the said Melissa Carpenter and Frank Carpenter should well and truly pay the note mentioned in the first cause of action, it being a note of even

date with said mortgage and drawn for the sum of $300, due in one year from date with interest at 8% payable semi-annually, then the said mortgage was to be void, otherwise in full force. On the first day of February, 1901, the said mortgage was left with the Recorder of said County for record and was by him recorded in Vol. 36, on page 617 of the mortgage Records for said County.

Said mortgage has become absolute, there is now due and unpaid upon said mortgage indebtedness the sum of Three Hundred Dollars, with the interest thereon at 8% payable semi-annually from the 28th day of February, 1903,

The defendant, J. S. Cameron claims a lien upon said lands by reason of a judgment in his favor against the other defendants, but such lien is subject to the plaintiffs mortgage, the plaintiff having the first and prior lien upon said premises. Said Cameron is made a party and asked to set up his claim or be barred.

Wherefore, the plaintiff prays that he may have judgment against the said Frank Carpenter and Melissa Carpenter in the sum of Three Hundred Dollars with 8% interest semi-annual, from Feb. 28th, 1903, and that it may be declared the first lien upon said premises, and that the said premises may by the Court be ordered sold to satisfy said judgment and pay off said mortgage indebtedness, and for all such other and further relief as the nature of the case and equity may require,

J. S. Cameron, Attorney for Plaintiff.

The State of Ohio, Union County ss.

Charles Southard, being first duly sworn says that the plaintiff is a corporation, and that he is its agent and cashier, and that the facts stated in the foregoing petition are true as he verily believes.

Charles Southard.

Sworn to before me and signed in my presence, this 12th day of December, 1903.

(Seal) J. S. Cameron, Notary Public.

Precipe $140 — Clerk:- Issue summons for Melissa Carpenter and Frank Carpenter returnable according to law, Amount claimed $300, with 8% semi-annually from Feb. 28th, 1903, and equitable relief.

J. S. Cameron, Attorney for Plaintiff.

Summons $140 — On December, 12th, 1903, the following Summons was issued:-

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

You are hereby commanded to notify Melissa Carpenter and Frank Carpenter that they have been sued by The Farmers Bank in the Court of Common Pleas of Union County and must answer by the 10th 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 22nd day of December, A. D. 1903. Witness my hand and the seal of said Court this 12th day of December, A. D. 1903, (Seal) Chas Leuhorwood, Clerk.

Indorsed:- "In action for money amount claimed $300, at 8% from Feb. 28th, 1903, semi-annually, and equitable relief.

Sheriff's Return.

Received this writ Dec. 13th, A. D. 1903, at 8 o'clock, A. M. and served same by personally handing to Melissa Carpenter, and by leaving at the usual place of residence of Frank Carpenter, true and certified copies of this writ with all the endorsements thereon, Dec, 13th, 1903.

Sheriffs Fees:- $1.11

B. F. Burnham, Sheriff

By Allen Haines, Deputy.

8140
Entry

On January, 16th, 1903, the following Entry was filed:-

The Farmers Bank

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

Melissa Carpenter et. al. Jan. 16th, 1903.

This day came the plaintiff by its Attorney, and this cause came on to be heard upon the petition and evidence, the defendants being in default for 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 defendants, Frank Carpenter and Melissa Carpenter on the note and mortgage set forth in the petition, the sum, including interest to the first day of this term, of Three Hundred and Twenty Dollars and Sixty Cents, which bears interest at 8% and is a good and valid lien on the premises in the petition described. It is therefore considered that the plaintiff recover of the defendants, Frank Carpenter and Melissa Carpenter said sum of Three Hundred and Twenty Dollars and Sixty Cents with 8 per cent interest from the first day of this term and also its costs of this suit.

And it is ordered and decreed that unless the cost of this suit and the amount found due the plaintiff with interest, shall be paid within three days from the date of this decree, the defendants' equity of redemption shall be foreclosed, and an order shall be issued to the Sheriff of said County directing him to appraise, advertise and sell said premises according to law, and from the proceeds of such sale he pay first the costs of this proceeding, and any taxes and assessments that may be due on said premises, second to the plaintiff the said sum of $320.60 with interest as aforesaid, and bring the balance into Court for further order. The defendant, J. L. Cameron has leave to file answer and cross-petition in ten days.

8140
Answer and Cross-Petition

On January, 17th, 1903, the following Answer and Cross-Petition was filed:-

The Farmers Bank - Plaintiff.

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

Melissa Carpenter et. al. - Defendants

J. L. Cameron, one of the defendants herein by leave of the Court files this his answer and cross-petition and says, that on the 5th day of Sept. 1901, the firm of Cameron & Cameron, of which firm this defendant was a member recovered a judgment against the said Frank Carpenter and Melissa Carpenter upon Chas. Monroe, a Justice of the Peace of said County in the sum of Thirty-three Dollars and Sixteen cents and costs amounting to $33.75; that afterwards and before this action was brought a transcript of said judgment and proceeding was filed with the Clerk of this Court, and was entered upon Lien Docket No. 3, on Page 6026 of the Records of Liens for this Court, and the same is a just and valid lien upon the land in the petition described. This defendant is now the sole owner of said judgment and no part of the same has been paid and there is due this defendant thereon from the said Frank Carpenter and Melissa Carpenter, the sum of $38.91 with interest from Sept. 5th, 1901. This defendant asks that the amount of said judgment and cost be paid out of the proceeds of said premises.

J. L. Cameron, Atty.

The State of Ohio, Union County, ss.

J. L. Cameron, being sworn says he believes the allegations made in the foregoing pleading to be true.

J. L. Cameron.

Sworn to before me and signed in my presence, this 17th day of January, 1903,

(Seal) Milton Haines, Deputy Clerk.

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Order of Sale

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8140
Order of Sale

On January, 22nd, 1903, 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 16th day of Jan. 1903, The Farmers Bank obtained a judgment and decree against Melissa Carpenter et. al, for the sum of Three Hundred and Twenty and 60/100 Dollars and costs of suit; and whereas, it was then and there by said Court ordered, adjudged and decreed that the said Melissa Carpenter et. al. within 3 days from the 16th day of January, A.D, 1903, pay unto the said The Farmers Bank the said sum of $320.60 with 8% interest from the 5th day of January, A.D, 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 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 $320.60 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:-
Situate in the County of Union and Village of Irwin, Beginning at a stake in the Southwest corner to Henry Reid's lot; thence with the East line of an alley Thirty-three feet wide, South 32, West Sixty-six feet to a stake; thence South 58, East One Hundred feet and 8½ inches; thence North 32, East Sixty-six feet; thence North 58, One Hundred feet and 8½ inches to the Beginning, being twenty-four square rods more or less,"
Second Tract:- Situate in the same County and State, in Taylor Township, part of Survey No. 5507, and bounded and described as follows:- Being all of Lot No. 3 of the Sub-division of the lands of Hiram Laughery in partition in case No. 6059, Eliza J. Wilson Vs. Melissa Laughery et. al, Record 30, Page 517, Common Pleas Court Records of Union County, Ohio; Beginning at a stake and stone in the center of the Machlin Road and Southeast corner of Lot No. 2; thence with the center of said Road S. 82, 45, E. 29 8/100 poles to a stake and stone Southeast corner of Lot No. 4; thence with the East line of said Lot No. 4, N. 30, E. 105 20/100 poles to a stake and stone in the North line of said Survey 5507; thence with said Survey line N. 82, 15 E. 26 70/100 poles to a stake and stone Northwest corner of Lot No. 2 & 3, 45 E, 105 68/100 poles to the Beginning, containing 17 90/100 acres."
We, therefor, command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the Statutes regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with 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 day of January, A.D, 1903.
(Seal) Chas Funhouwood, Clerk

Sheriff's Return,

In obedience to the command of the Order of Sale hereto annexed, I did on the 27th day of Jan. 1903, summon, A. S. Burton, O. F. Peters and A. J. Story, three disinterested freeholders residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein first described in this writ upon actual view, and afterward on the 27th day of January,

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 Two Hundred Dollars ($200), 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 Febrvary, 1903, I caused to be advertised in the Marysville Tribune, (a newspaper printed and of grural 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 7th day of March, A.D, 1903, at one o'clock P.M, of said day, And having advertised the said lands and tenements for more than thirty days previous to the day of sale, towit:- for consecutive weeks, and in pursuance to said notice, I did, on said 7th day of March, A.D, 1903, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came William Howard, who bid for the same the sum of One Hundred and Thirty-four Dollars ($134), and said sum being more than two thirds of the appraised value of same, and said William Howard, 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 One Hundred and Thirty-four Dollars, ($134),

2nd Tract.

In obedience to the command of the order of sale thereto annexed, I did, on the 29th day of January, 1903, summon H. G. McAllister, R.J. McAllister and Chas.C. Leatherwood, three disinterested freeholders residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described as the second tract upon actual view, and afterwards on the 29th day of January, 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 Twenty-three and one third Dollars ($23⅓) per acre, 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, 1903, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of grural 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 7th day of March, A.D, 1903 at one o'clock P.M. of said day, And having advertised the said lands and tenements for more than thirty days previous to the day of sale, towit, five consecutive weeks; and in pursuance to said notice, I did, on said 7th day of March, A.D, 1903, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came H. A. Sherman, who bid for the same the sum of $15 56/100 per acre or $278 62/100, and said sum being more than two thirds of the appraised value thereof, and said H. A. Sherman 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 $15 56/100 per acre or $278 62/100,

Sheriff's Fees:- $15 00/100

Appraisers Fees:- $6 00/100,

S. F. Burnham,
Sheriff.

8140 Entry

8140 Legal Notice

On March, 14th, 1903, the following Legal Notice was filed:-

The Farmers Bank (—
Vs.
Melissa Carpenter et. als.

J. L. Cameron, Attorney.
Court of Common Pleas, Union County, Ohio.
On order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, March, 7th, 1903, at or about the hour of one o'clock P.M. said day, the following described real estate, towit:- Situated in Union County, and State of Ohio, and bounded and described as follows:- In the Village of Irwin, Virginning at a stake in the Southwest corner to Henry Reed's lot; thence with the East line of an alley thirty-three feet wide, South 32, West 66 feet to a stake; thence South 58, East 100 feet and 8½ inches; thence North 32 East 66 feet; thence North 58, West 100 feet and 8½ inches to the Virginning, being 24 square rods more or less, Appraised at $200,

Second Tract:- Situate in the same County and State, in Taylor Township, part of Survey No. 5507 and bounded and described as follows:- Being all of Lot No. 3 of the sub-division of the lands of Hiram Laughery in partition in case No. 6059, Eliza J. Wilson Vs. Melissa E. Laughery et. al. Record No. 30, Page 517, Common Pleas Court Records of Union County, Ohio, Beginning at a stake and stone in the center of the Macklin road, and Southeast corner of lot No. 2; thence with the center of said road 82, 45 W. 29 8/100 poles to a stake and stone, southeast corner of Lot No. 4; thence with the East line of said lot No. 4 N. 30, W. 105 20/100 poles to a stake and stone in the North line of said Survey 5507; thence with said survey line N. 82, 15 E. 26 70/100 to a stake and stone Northwest corner of Lot No. 2, S. 3, 45 E. 105 68/100 poles to the Virginning, containing 17 90/100 acres,
Appraised at $23⅓ per Acre. Terms of sale, Cash.

S. F. 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 Virginning with Feby 4th, 1903.

W. O. Shearer.

Sworn to and subscribed before me this 14th day of March, 1903.

(Seal) Chas Tenhorwood, Clerk

8140 Entry

On March, 30th, 1903, the following Entry was filed:-

The Farmers Bank.
Vs. Court of Common Pleas, Union County, Ohio.
Melissa Carpenter et. al. Mar. 30th, 1903.

The Sheriff having sold the property described in the order of sale issued to him in this case, the Court being satisfied of the legality of such sale, approves and confirms the same, and directs said Sheriff to execute and deliver to the purchasers a good and sufficient deed thereof. Coming now to the distribution of the proceeds of said sale it is ordered and decreed by the Court that the Sheriff pay:- First, to the Clerk of this Court the costs of this proceeding taxed at $58 20/100; Second, to the Treasurer of this County the taxes that may be a lien upon said premises amounting to $19. 18/100; Third, to the plaintiff the amount of its mortgage, claim and interest amounting to $326. 20/100; Fourth, to the said J. S. Cameron, the amount of the judgment set up in his answer and cross-petition, which the Court finds from the evidence to be the sum of $41,50; the balance of the proceeds of said sale, if any, be paid to the said Melissa Carpenter,

Attest:

Chas Tenhorwood, 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. 1903.

Be it remembered that heretofore, towit, on March, 28th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8179 Petition

Perry H. Wood - Plaintiff

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

Addie Wood, John Wood, Joseph Wood, Robert Wood, Isabelle Wood, Archie Wood, Emmett Wood, Frank Wood, Gertie Wood Taylor, Irlla Mulvain Mohn, Ella Mulvain Stultz, Minnie Mulvain Wilcox, Maud Mulvain, Haller Wood, Gertie Wood, Myrtle Wood and Howard Wood Thompson — Defendants.

Now comes the plaintiff and for his cause of action herein alleges, that Ingham Wood, late of Leesburg Township, Union County, Ohio, died on the fourth day of September, A. D. 1902, seized in fee simple of the following described real estate, towit:- Situate in the Township of Leesburg, in the County of Union and State of Ohio, and in Virginia Military Survey No. 3693, and described by metes and bounds as follows:- Commencing at a stake in the center of Bokes Creek and in the center of the old Sandusky road, and running North with the center of said road to a stone in the North original line of said survey; thence East with said line to Bradford Wood's Northeast corner; thence South with Bradford Wood's East line to a stake in the center of Bokes Creek; thence down the center of said creek with the meanderings thereof to the place of beginning. Containing One Hundred and Twenty-two and one fourth acres, be the same more or less,

Also the following described tract of land:- Situate in said Township, County and State, and being part of Virginia Military Survey No. 1139, and described by metes and bounds as follows:- Beginning at a stake, the Southwest corner of a two hundred and ten acre tract from which this tract is taken; thence North eight and one fourth degrees East 155.22 poles to a stake, from which an ash ten inches in diameter bears South 84¼ degrees, East eleven and one-fourth links; thence South Eighty-five degrees, East 57.84 poles to a stake in the center of the State road, from which a hickory six inches in diameter bears North 84 degrees, West forty-eight and one half links; thence South twelve and one half degrees, West 156 poles with the center of said road to a stake in the patent line and corner with Simpson; thence North Eighty-five degrees West 45.34 poles to the place of beginning. Containing fifty acres of land, more or less,

Also the following described tract of land:- Situate in said Township, County and State and in Virginia Military Survey No. 1139, and described by metes and bounds as follows:- Beginning at a stake in the South line of said survey, ninety-six poles from the Southeast corner of said Survey, (being the Southwest corner of a tract of 2/0 acres sold by Joseph Bill to James Taylor); thence with said Taylor's line Northwardly and parallel with the East line of said Survey 148 poles to a stake in said Taylor's line, and also in line running through and with Josephus Smith's South line of One Hundred acres sold to him by said Joseph Bill; thence Westerly with said Smith's South line and parallel with the South line of said Survey, eighty-three and one-third poles, so as to make up the full quantity of Seventy-Seven acres of land; thence Southwardly par-

allel with the West line of said Survey 148 poles to the South line of said Survey; thence Eastwardly with the South line of said Survey to the place of beginning, Containing Seventy-seven Acres of Land; excepting seven acres out of the tract herein last described conveyed by said Ingham Hood, deceased, and wife to Eliza J. Hood by deed dated January, 12th, 1889, and duly recorded in Volume 62 at page 151 of the Records of Deeds of said County of Union; also excepting eight acres and seventeen acres heretofore conveyed by said Ingham Hood, deceased, and wife to Perry H. Hood, out of the tract herein first described by deeds dated February, 26th, 1895, and April 13th, 1899, and recorded in Volumes 72 and 82 at pages 329 and 83 respectively of the records of deeds of said County of Union.

Plaintiff further alleges that said decedent, Ingham Hood, died testate, that his last will and testament was duly admitted to Probate by the Probate Court of Union County, Ohio, on the second day of October, 1902; and that by the terms of said Will he disposed of said real estate as follows;-

Item Third:- I give, bequeath and devise to my wife, Addie Hood, for the term of her natural life, in lieu of her right of dower in my real estate, consisting of about two hundred and eighteen acres in Leesburg Township, Union County, Ohio, Seventy (70) acres off the South end of the old home farm, and rejoice upon her the duty of providing my daughter, Isabelle Hood, a home and living thereon so long as they may both live. I further give and bequeath to my said wife one hundred cords of wood to be taken as she may need it from my lands in Survey No. 1139.

Item Fourth:- I give, bequeath and devise to my said daughter, Isabelle Hood, the one-eighth part by acreage of all my lands, to be taken out of said old home farm and to include the buildings thereon, but subject to my wife's life estate therein as devised in item third hereof.

Item Fifth:- The remainder of my real estate I give, bequeath and devise to my seven children, not including my daughter, Isabelle Hood, and the heirs of such of them as are now dead, to be divided in seven equal portions among them, the heirs of those dead taking their parents share.

Item Sixth:- I direct and devise the Seventy acres herein devised to my wife for life, except that part thereof devised to my daughter, Isabelle, to be divided among my other seven children and their heirs according to the terms of item fifth hereof after the death of my said wife, I direct that under this item and the one immediately preceding it my son Robert shall have the right to locate his share of said lands, and that my sons, Joseph Hood and Perry H. Hood, shall have their shares next to lands that they now own, if they should so desire."

The defendants, Addie Hood and Isabelle Hood are the widow and daughter respectively of said decedent, Ingham Hood, mentioned in his said last Will and testament, and the former has duly elected to take under said Will. The plaintiff, and the defendants, John Hood, Joseph Hood and Robert Hood, are sons and devisees of said decedent, Ingham Hood, and each entitled under his said Will to immediate possession in fee simple of an equal one seventh part of said real estate other than the seventy acres devised to said Addie Hood for life.

The defendants, Archie Hood, Emmett Hood, Frank Hood, and Curtis Hood Taylor, are the children and only heirs at law of William Hood, a deceased son of said decedent, Ingham Hood, and are jointly entitled under his said will to a one seventh part of said last mentioned lands.

The defendants, Della Mulvain Mohn, Ella Mulvain Stultz, Minnie

Mulvain Wilcox and Maud Mulvain, a minor, are the children and only heirs at law of one Martha Wood Mulvain, a deceased daughter of said Ingham Wood, deceased, and are jointly entitled to a one-seventh part of said last-mentioned lands.

The defendants, Walter Wood, Curtis Wood, Myrtle Wood, and Howard Wood Thompson, all of whom are minors, and the last named of whom has been legally adopted by Mrs. Elsie Thompson, are the grandchildren and only heirs at law of one Albert Wood, a deceased son of said Ingham Wood, deceased, being the children and only heirs at law of one Talmage Wood, his deceased and only child, and as such are entitled to a one seventh part of said last mentioned lands.

Plaintiff further allges that the personal estate of said decedent, Ingham Wood, is more than sufficient to pay all debts and claims against his estate and the costs of this proceeding to divide his said lands as directed by this Bill; that it is practicable to divide said lands among the parties hereto as they are severally entitled according to the provisions of said Will without injury to any portion thereof; and that the plaintiff desires each portion set off to be severally.

Therefore plaintiff prays that each and all of said defendants be duly served with summons herein; that thereupon a guardian ad litem be duly appointed for said minor defendants; that the said lands lands be ordered surveyed, sub-divided and platted by the County Surveyor; that the seventy acres devised to said Addie Wood be duly assigned to her; that the remainder thereof be divided into seven equal parts and duly assigned to the parties thereto respectively entitled; that the portions of the plaintiff and the defendant Joseph Wood be assigned to them next adjoining to lands which they now own, and that the defendant Robert Wood be permitted to locate his portion; for the full execution of the terms of said Will relative to the present division of said lands; and that the costs thereof be ordered paid out of the funds of said decedent, Ingham Wood's estate; and for all proper equitable relief.

John F. Millar, Atty for Plaintiff.

State of Ohio, Union County, ss.

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

Perry H. Wood.

Subscribed in my presence and sworn to before me this 28th day of March, 1903.

(Seal) J. F. Millar, Notary Public.

Waivers 8179

Waivers of Summons.

We, the undersigned defendants in the foregoing action hereby waive the issuing and service of summons, and admit the facts stated in the foregoing petition to be true and request that the lands therein described be divided in the manner therein set forth.

Joseph Wood, Addie Wood,
Archie I. Wood, John Wood,
Robert E. Wood.

8179 Summons

On April, 4th, 1903, the following Summons was issued:-

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

You are hereby commanded to notify Howard Wood Thompson that he, with others, has been sued by Perry H. Wood in the Court of Common Pleas of Union County, and must answer by the 2nd day of May, 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 13th

8179 Summons

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8179 Summons

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8179 Entry

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day of April, A.D, 1903. Witness my hand and the seal of said Court, this 4th day of April, A.D, 1903. (Seal) Chas. C. Leuhorwood, Clerk.
By Milton Haines, Deputy,

Sheriff's Return,

Received this writ April, 6th, A.D, 1903, at 10 o'clock A.M. and served same by handing to Mr. George Thompson, Gardner, a true and duly certified copy of this writ with all the endorsements thereon, and on the same day of April by handing to Howard Wood Thompson, a true and duly certified copy of this writ with all the endorsements thereon,
A.C. Williamson,
Sheriff.
Sheriffs Fees:- $2.56

8179
Summons

On March, 28th, 1903, the following Summons was issued:-
The State of Ohio, Union County; —— To the Sheriff of Union County:-
You are hereby commanded to notify Isabelle Wood, Emmett Wood, Frank Wood, Gertie Wood-Taylor, Tella Mulvaine Mohn, Ella Mulvaine Stully, Minnie Mulvaine Wilcox, and Maud Mulvaine, a minor, Walter Wood, a minor, Gertie Wood, a minor, and Myrtle Wood, a minor, that they have been sued by Perry H. Wood, in the Court of Common Pleas of Union County and must answer by the 25th day of April, 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 6th day of April, A.D, 1903. Witness my hand and the seal of said Court, this 28th day of March, A.D, 1903. (Seal) Chas. C. Leuhorwood, Clerk

Sheriff's Return,

Received this writ Mar, 28th, A.D, 1903, at 3 o'clock P.M. and served same by personally handing to Isabelle Woods, Frank Wood, Tella Mulvaine Mohn, Maud Mulvaine Walter Wood, and Gertie Wood, April 3rd, 1903, and to Ella Mulvaine Stully, April, 4th, 1903, and by leaving at the usual place of residence of Emmett Wood, Gertie Wood-Taylor, and Myrtle Wood, Apr. 3rd, 1903, and Minnie Mulvaine Wilcox, April, 4th, 1903, true and certified copies of this writ with all the endorsements thereon, Maud Mulvaine, Walter Wood, Gertie Wood, and Myrtle Wood, being minors and having no Guardian, I also at the times mentioned served true and certified copies on the following persons with whom they reside;- Tella Mulvaine Mohn personally with whom Maud Mulvaine resides.
Dora Wood " " " Walter Wood " .
Dora Wood " " " Gertie Wood " .
Mr. Jolliff residence " " Myrtle Wood " .
Sheriff's Fees:- $9.00.
S. F. Burnham, Sheriff.
By Allen Haines, Deputy,

8179
Entry

On April, 27th, 1903, the following Entry was filed:-
Perry H. Wood,
vs,
Addie Wood et. al,
Court of Common Pleas, Union County, Ohio.
Apr, 27th, 1903.
Now comes the plaintiff, by his Attorney J. F. Millar, and applies to the Court for the appointment of a guardian ad litem for the infant defendants herein; and it appearing to the Court that Maud Mulvaine, Walter Wood, Gertie Wood, Myrtle Wood, and Howard Wood Thompson are such minor defendants, and that each and all of them have been duly served with summons herein, that more than twenty days have elapsed since the return day of the summons so served upon each and all of them, except in the case of said Howard Wood Thompson,

who is under fourteen years of age; and that each and all of them have neglected to apply for the appointment of a Guardian ad litem herein.

Now, therefore, James McCampbell is hereby appointed Guardian for the suit for said minor defendants, and authorized and directed to defend their interests herein; and thereupon he duly accepted said appointment.

8179 Answer

On April, 27, 1903, the following Answer was filed:-

Perry H. Hood — Plaintiff.

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

Addie Hood et al — Defendants.

Now come Maud Mulvain, Waller Hood, Myrtle Hood, Gertie Hood, and Howard Hood-Thompson, minor defendants in the above entitled action by their duly appointed Guardian ad litem, James McCampbell and for answer to the plaintiff's petition deny each and every allegation therein contained, and ask the Court to protect their interests in the premises, and to grant them such relief as is proper and equitable under the circumstances of the case.

James McCampbell, Guardian ad litem for said minor defendants.

8179 Entry

On April, 27th, 1903, the following Entry was filed:-

Perry H. Hood —

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

Addie Hood et al. April, 27th, 1903.

This cause came on to be heard on the plaintiff's petition, the answer of the minor defendants by their Guardian ad litem, and the evidence, all the other defendants being in default for answer, although having been duly served with summons or having waived such service and having duly entered their appearance herein. The Court, upon due consideration thereof, finds that the allegations of the petition are true; that the defendant Addie Hood has a life estate in and is entitled to the immediate possession of Seventy acres off the South end of the real estate described in the petition, subject to the conditions and to the rights and interests of the defendant, Isabelle Hood, as set out in the petition; that of the remainder of said real estate the plaintiff and the defendants, John Hood, Joseph Hood, and Robert Hood, are each legally entitled to the possession of the one seventh part thereof; that the defendants, Archie Hood, Emmett Hood, Frank Hood and Gertie Hood Taylor, being the only heirs of William Hood, deceased, are jointly legally entitled to the possession of the one seventh part thereof; that the defendants Tella Mulvain Mohn, Ella Mulvain Slutts, Minnie Mulvain Wilcox, and Maud Mulvain, being the only heirs of Martha Hood Mulvain, deceased, are entitled to the one seventh part thereof; and that the defendants Waller Hood, Gertie Hood, Myrtle Hood, and Howard Hood Thompson, being the only heirs of Albert Hood, deceased, are entitled to the one seventh part thereof; that each and all of the said parties have derived their title to the said real estate by the Will of one Ingham Hood, deceased; that by the terms of said Will it is directed that said real estate be divided among said parties in the manner and respective portions hereinbefore set forth and that the plaintiff and the defendant Joseph Hood be assigned their shares next to lands that they now own, if they should so desire, and that the defendant Robert Hood shall have the right to locate his share,

8179 Writ of Partition

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It is therefore ordered that a writ of partition be issued to the Sheriff of said County of Union, Commanding him that by the oaths of George Metzger, Marshall Elliott, and William Styer, who are hereby appointed Commissioners for that purpose, he cause to be divided and set off in severally to the said named parties respectively the portions of said real estate to which they are hereby respectively found to be entitled, locating the shares of the plaintiff and of the defendant, Joseph Hood, next to lands owned by them respectively, if they should so desire, and permitting the defendant, Robert Hood to choose the location of his share, And of his proceedings said Sheriff is ordered to make due return forthwith.

8179
Writ of Partition

On April, 27th, 1903 the following Writ of Partition was issued:-
The State of Ohio, Union County ss. — To the Sheriff of said County,
Pursuant to an order of our said Court of Common Pleas within and for the said County, at the March, 1903, Term, in a civil action therein pending for partition, wherein Perry N. Hood, the plaintiff and Addie Hood et. al, the defendants, you are hereby commanded, that by the oaths of George Metzger, Marshall Elliott, and William Styer, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, towit:- Situate in the Township of Leesburg in the County of Union and State of Ohio, and in the Virginia Military Survey No. 3693, and described by metes and bounds as follows: Commencing at a stake in the Center of Bokes Creek and in the center of the old Sandusky road and running North with the center of said road to a stone in the North original line of said survey; thence East with said line to Bradford Hood's Northeast corner; thence South with Bradford Hoods East line to a stake in the center of Bokes Creek; thence down the center of said creek with the meanderings thereof to the place of Beginning, Containing One Hundred & Twenty-two and one fourth acres more or less,"
Also the following described tract of land:- Situate in said Township, County and State, and being part of Virginia Military Survey No. 1139, and described by metes and bounds as follows: Beginning at a stake the Southwest corner of a two hundred and ten acre tract from which this tract is taken; thence North Eight and one fourth degrees, East 155.32 poles to a stake from which an ash ten inches in diameter bears South 84 1/4 degrees, East 57.84 poles to a stake in the center of the State Road from which a hickory six inches in diameter bears North 84 degrees, West forty-eight and one half links; thence South twelve and one half degrees, West 156 poles with the center of said road to a stake in the patent line and corner with Simpson; thence North eighty-five degrees, West 45.34 poles to the place of Beginning, containing fifty acres of land, more or less",
Also the following described tract of land:- Situate in said Township, County and State and in Virginia Military Survey No. 1139 and described by metes and bounds as follows: Beginning at a stake in the South line of said Survey, ninety-six poles from the Southeast corner of said Survey (being the Southwest corner of a tract of 210 acres sold by Joseph Sill to James Taylor); thence with said Taylor's line Northwardly and parallel with the East line of said Survey 148 poles to a stake in said Taylor's line and also in line ranging through and with Josephus Smith's South line of one hundred acres sold to him by Joseph Sill; thence Westwardly with said Smith's South line and parallel with the South line of said Survey, eighty-three and one third poles so as to make up the full quantity of Seventy-seven acres of land; thence Southwardly

parallel with the West line of said Survey 148 poles to the South line of said Survey; thence Eastwardly with the South line of said Survey to the place of Orginning, Containing Seventy Seven acres of land; excepting Seven acres out of the tract herein last described conveyed by said Ingham Wood, deceased, and wife to Eliza J. Wood by deed dated January, 12th, 1899, and duly recorded in Vol. 62 at page 151 of the record of deeds of said Union County, Ohio, Also excepting eight acres and seventeen acres heretofore conveyed by said Ingham Wood, deceased, and wife to Perry H. Wood out of the tract herein first described by deeds dated February, 26th, 1895, and April, 13th, 1899, and recorded in Volumes 72 and 82 at pages 329 and 83 respectively of the records of deeds of said County of Union", It is ordered that the plaintiff, Perry H. Wood, and the defendant, Joseph Wood be assigned their shares next to the lands that they now own, if they should so desire, and that the defendant, Robert Wood shall have the right to locate his share,

(The above described property is to be partitioned excepting therefrom Seventy acres off the South end, in which the Court finds that Addie Wood holds a life estate and is entitled to the immediate possession thereof, subject to conditions set out in the petition herein,) —

among the persons named herein, and in the following proportions, towit:-

To Perry H. Wood one Seventh part; To John Wood, Joseph Wood, and Robert Wood, each one seventh part; To Tilla Mulvain Mohn, Ella Mulvain Stultz, Minnie Mulvain Wilcox and Maud Mulvain, one seventh part; To Archie Wood, Emmet Wood, Frank Wood, and Gertie Wood Taylor one seventh part; To Walter Wood, Gertie Wood, Myrtle Wood and Howard Wood Thompson one seventh part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith, Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville, this 27th day of April, A.D. 1903.

8179 Entry

(Seal) Chas. C. Pentlarwood, Clerk

Sheriff's Return,

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of George Metzger, Marshall Elliott and William Styer, causing said partition to be made, as will appear by the report of the Commissioners herewith returned, Given under my hand this 28th day of April, A.D. 1903,

Sheriff's Fees:- $4 32

Commissioners Fees:- $3 00.

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

Commissioners Report,

According to the demand of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises do make partition as follows:- To the said plaintiff, Perry H. Wood, the one seventh part thereof in the Southeast corner thereof, including all lying between his land and the gravel road on the South of it and enough more on the East of that and his said land to make the full one seventh part,

To the defendant, Robert Wood, the one seventh part thereof out of the Southwest corner thereof, and lying adjacent to and on the West of the portion herein assigned to Perry H. Wood,

To the defendant, Joseph Wood, the one seventh part thereof out of the

Northeast corner thereof.
To the defendant, John Hood, the one seventh part thereof out of the Northwest corner thereof.
To the defendants, Walter Hood, Bertie Hood, Myrtle Hood and Howard Hood Thompson, minor heirs of Albert Hood, deceased, the one seventh part thereof lying between the portions just assigned to Joseph Hood and John Hood, It is intended by us that said three portions shall include the full width of said lands hereby partitioned, and that they shall extend equal distance South to a line parallel with the dirt road forming their Northern boundary.
To the defendants Archie Hood, Frank Hood, Ernest Hood, and Gertie Hood Taylor, the one seventh part thereof lying adjacent to and on the South of the three portions last mentioned and extending the full width from East to West of said lands hereby partitioned,
To the defendants, Tilla Mulvain Mohn, Ella Mulvain Stultz, Minnie Wilcox and Maud Mulvain the one seventh part thereof lying between the portion last assigned on the North of it and the portions hereby assigned to Robert Hood and Perry H. Hood and land owned by the latter on the South of it.
Having assigned the portions to Perry H. Hood and Joseph Hood next to lands owned by them respectively and permitted Robert Hood to choose the location of his portion, as this writ directs, we consider the division made herein a fair and equitable one, The advantage that the two long middle portions have of fronting upon the main pike is about equally off set by the two Northwest portions being probably a little better land and of more desirable shape,
Given under our hands, this 28th day of April, A.D. 1903,

George Metzger,
Marshall Elliott,
William Styer } Commissioners.

8179 Entry

On April 29th, 1903, the following Entry was filed:-

Perry H. Hood.
vs.
Addie Hood et. al.

Court of Common Pleas, Union County, Ohio.
Apr. 29th, 1903.

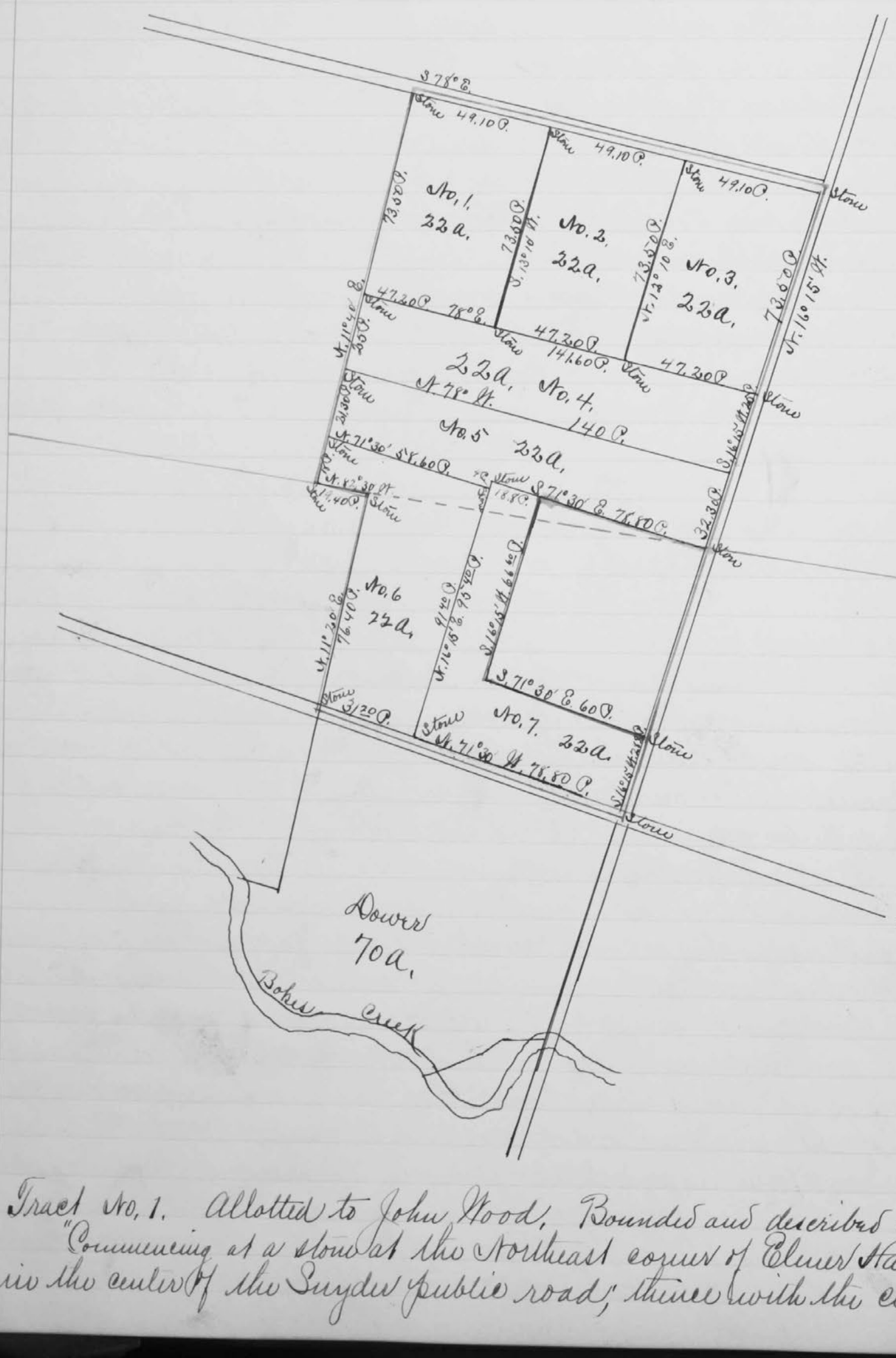
This cause came on to be heard on the report of the Sheriff and Commissioners of their proceedings under the writ of partition herein, and upon due consideration the Court finds that said proceedings have been had in all respects correct and lawful and according to the former orders of this Court, and the same are approved and confirmed.
And it is ordered that said parties hold in severalty the portions of said real estate so set off and assigned to them respectively.
And it is further ordered that said lands be surveyed and platted and each portion described by metes and bounds and a record made thereof in this action; and so much of this decree and of said Record as is necessary to show said partition be certified to the Recorder of Union County for record.
And it appearing to the Court that said lands were devised by the last will of one Ingham Hood deceased, duly probated, to be divided in the manner herein done, as set forth in the Petition, and that so doing is a part of the execution of his said Will and a proper charge against his estate; and it further appearing to be the agreement and understanding of the parties hereto that the costs hereof shall be paid by the Executor

of said estate, and that the same will not be prejudicial to the interests of the minor defendants; and said Executor, John F. Millar, appearing in open Court and consenting thereto and representing said estate fully solvent.
It is therefore ordered that the costs hereof including a counsel fee of $100.00 to J. F. Millar, the plaintiff's Attorney, for his services herein, and also the costs of the survey hereby ordered, taxed in all at $—, be paid by said Executor to the Clerk of this Court.

8179 Surveyor's Report and Plat.

On May, 12th, 1903, the following Surveyor's Report and Plat was filed:-

Ingham Hood's lands.
Leesburg Township.
Located in Leesburg Township, and Surveys No. 1139 and 3692, Lenoir County, Ohio.



Tract No. 1. Allotted to John Hood. Bounded and described as follows:-
"Commencing at a stone at the Northeast corner of Elmer Harris' land and in the center of the Snyder public road; thence with the center line of

said road S 78° E. 49.10 poles to a stone at the Northwest corner of lands allotted to Walter Wood and others; thence with said line S. 13° 10 W. 73.50 Poles to a stone in the North line of sub-division allotted to Archie Wood and others; thence with said line N. 78° W. 47.20 poles to the East line of said Harris' land; thence with said line N. 10° 40' E. 73.00 poles to the Orginning, Containing Twenty-two (22) acres more or less, the same being all in Survey No. 1139,

Tract No. 2, Allotted to Walter Woods and others. Bounded and described as follows:- Beginning at a stone in the center of the Synder road and at the Northeast corner of lands allotted to John Wood; thence with the center of said road S. 78° E. 49.10 poles to a stone at the Northwest corner of lands allotted to Joseph Wood; thence with the West line of said land S. 14° W. 73.50 poles to a stone in the North line of land allotted to Archie Wood and others; thence with said line N. 78° E. 47.20 poles to a stone at the Southeast corner of lands allotted to said John Wood; thence with the East line of said lands N. 13° 10' E. 73.50 poles to the Orginning. Containing Twenty-two (22) acres more or less. The same being all in Survey No. 1139,

Tract No. 3. Allotted to Joseph Wood. Bounded and described as follows:- Beginning at a stone at the intersection of the Snyder road with the Sandusky gravel road; thence with the center of said Sandusky road S. 16° 15' W. 73.50 poles to a stone at the Northeast corner of lands allotted to Archie Wood et al.; thence with the North line of said lands N. 78° W. 49.20 poles to a stone at the Southeast corner of lands allotted to Walter Wood et al.; thence with the East line of said land N. 14° E. 73.50 poles to a stone in the center of said Snyder road; thence with the center of said road S. 78° E. 49.10 poles to the Orginning, Containing Twenty-two (22) acres more or less. The same being all in Survey No. 1139,

Tract No. 4. Allotted to Archie Wood and others, Bounded and described as follows:- Beginning at a stone in the center of the Sandusky gravel road and at the Southeast corner of Joseph Wood's lands; thence with the center of said road S. 16° 15' W. 35 poles to a stone at the Northeast corner of lands allotted to Tillie Mulvain Morlin and others; thence with the South line of said lands N. 78° W. 140 poles to a stone in the East line of James Eastirday's lands; thence with said line N. 11° 40' E. 35 poles to a stone at the Southwest corner of lands allotted to John Wood; thence with the South line of said land and others S. 78° E. 141.60 poles to the Orginning, Containing Twenty-two (22) acres more or less. The same being all in Survey No. 1139,

Tract No. 5. Allotted to Tillie Mulvain Morlin et al. Bounded and described as follows:- Beginning at a stone in the center of the Sandusky road and at the Northeast corner of Perry W. Wood's 25 acre tract; thence with the North line of said Wood's land N. 71° 30' W. 78.80 poles to a stone at the Northwest corner of said Wood's land; thence with the West line of said land S. 16° 15' W. 4 poles to the Northeast corner of lands allotted to Robert Wood; thence with the North line of said land N. 71° 30' W. 58.60 poles to a stone in the East line of James Eastirday's land; thence with said line N. 11° 30' W. 21.30 poles to a stone at the Southwest corner of lands allotted to Archie Wood and others; thence with the South line of said land S. 78° E. 140 poles to a stone at the center of

said road; thence with the center of said road S. 16° 15' W. 32.30 poles to the beginning. Containing Twenty two (22) acres more or less, The same being all in Survey No. 1139.

Tract No. 6. Allotted to Robert Wood, Bounded and described as follows:-
Beginning at a stone in the North line of the Harmon Patrick gravel road and in the East line of Mary E Randalls; thence with two consecutive lines of said land N. 11° 30' E. 76.40 poles to a stone and N. 82° 30' W. 19.40 poles to a stone at the Southeast corner of James Easterday's land; thence with the East line of said land N. 11° 40' E. 18 poles to a stone at the Southwest corner of lands allotted to Tillie Mulvaine Morlan and others; thence with the South line of said land S. 71° 30' E. 58.60 poles to a stone in the West line of lands allotted to Perry W. Wood; thence with said line S. 16° 15' W. 91.40 poles to a stone in the North line of said gravel road; thence with said road N. 71° 30' W. 31.20 poles to the beginning.
Containing Twenty-two (22) acres more or less. There being 17 acres in Survey No. 3692 and 5 acres in Survey No. 1137.

Tract No. 7, Allotted to Perry W. Wood, Bounded and described as follows:-
Beginning at the point of intersection of the North line of the Harmon Patrick gravel road with the Sandusky gravel road (witness a stone S. 16° 15' W. 30 feet); thence with the North line of said Harmon Patrick road N. 71° 30' W. 78.80 poles to a stone at the Southeast corner of lands allotted to Robert Wood; thence with the East line of said land N. 16° 15' E. 95.40 poles to a stone in the South line of lands allotted to Tillie Mulvaine Morlan and others; thence with said line S. 71° 30' E. 18.8 poles to a stone at the Northwest corner of Perry Woods 25 acre tract; thence with two consecutive lines of said land S. 16° 15' W. 66.60 poles to a stone and thence S. 71° 30' E. 60 poles to the center of said Sandusky road; thence with the center of said road S. 16° 15' W. 28.80 poles to the beginning. Containing Twenty-two (22) acres more or less. There being 2 acres in Survey No. 1139 and 20 acres in Survey No. 3692.
Surveyor's and helpers fees $30.50

Attest:
Chas Tenhorwood, Clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow Judge of said Court at the September Term, A.D. 1904.

Be it remembered that heretofore, towit, on the 26th day of March, A.D. 1904, the following petition was filed with the Clerk of said Court, towit:-

8795 Petition,

Oscar R. Barbour Plaintiff.

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

James Barbour, John F. Barbour, Kate Craig, Frank Barbour, Scott H. Barbour, Charles Barbour Jr. Martin R. Barbour, Edgar L. Barbour, & Maggie Dunlop- Defendants.

Plaintiff has a legal right to and is seized in fee simple as the nephew and one of the heirs at Law of William J. Barbour, deceased, late of Union County, Ohio, of the undivided one tenth part of the following real estate situated in the County of Union and bounded and described as follows:- Adjoining the town of Marysville, being part of out lots No. 7 and 6, lying Northwesterly from the town of Marysville in said County, known as the Mathiott out lot North of town, Beginning in the edge of the street at the Southwest corner of a parcel of said lot No. 7, sold to John Cassel by M. H. Wadhams; thence North 1° E. with the line of said parcel to the Southwest corner of lot sold by said Cassel to L. H. Burroughs, being 11⅔ poles; thence South 89° East with said Burroughs line 4 poles and 16 links to a stake in the corner of a lot sold by John Cassel to I. G. Cassel; thence South 1° West 11⅔ poles to a stake in the Street another corner of I. G. Cassels lot; thence with said street 4 poles and 16½ feet to the beginning, containing one third of an acre more or less, Also all of in lot No. 81 Urlich's Addition, now known as in lot No. 222, lying Northwest of the town of Marysville, and for a more particular discription see recorded plat of said addition, Recorder's office of Union County, Ohio.

Plaintiff says that William J. Barbour, deceased, died intestate seized of the premises hereinbefore described; that said decedent died leaving no widow or children; that plaintiff is the son and only heir at law of John Barbour, deceased, who died intestate, and who was a brother of the said William J. Barbour, deceased; and that all of said defendants except Maggie M. Dunlop, are the children and heirs at law of Charles Barbour, deceased, who died intestate, and who was a brother of said William J. Barbour, deceased.

That the defendant, Maggie M. Dunlop, is the daughter and only heir at law of Maggie Dunlop, deceased, who was a daughter of said Charles Barbour, deceased; that this plaintiff and the said defendants, are all of the heirs of law of the said William J. Barbour, deceased, that the personal property of the estate of said William J. Barbour, deceased, is more than sufficient to pay all of the debts of said estate and costs of administration, That the defendants are each and all of them tenants in common with plaintiff in said premises in the following proportions, towit:- the undivided one tenth part thereof to this plaintiff, and to each of said defendants.

Plaintiff desires to have his interest in said premises set off to him in severalty and that partition be made thereof, or if that cannot

be done, without manifest injury, that such proceedings may be had as are authorized by law.

John S. Gill, Attorney for Plaintiff.

State of Ohio, Franklin County ss.

Oscar R. Barbour, being first duly sworn says that he is the plaintiff in the foregoing action and that the facts stated and allegations contained in the above petition are true as he verily believes.

Oscar R. Barbour.

Sworn to before me and subscribed in my presence by the said Oscar R. Barbour this 25th day of March, A. D. 1904

(Seal) Claude L. Brewer, Notary Public.

8295 Affidavit

On March, 26th, 1904, the following Affidavit was filed:-

Oscar R. Barbour — Plaintiff.

Vs.

James Barbour et. al. — Defendants.

Court of Common Pleas, Union County, Ohio.

State of Ohio, Franklin County. ss.

Oscar R. Barbour, plaintiff, being first duly sworn says that service of summons cannot be made in this State on the defendants in this action; that the residence of James Barbour is at Pittsburg, Kansas; that the residence of defendant John F. Barbour is 1123 Fifth Street, Greeley, Colorado; that the residence of defendant Kate Craig is Moline, Kansas; that the residence of defendant Frank Barbour is unknown; that the residence of Scott H. Barbour is Portland, Oregon; that the residence of defendants Charles Barbour Jr. Martin R. Barbour, and Edgar L. Barbour is Saugton Kansas; and the residence of Maggie M. Dunlop is Saugton, Kansas, and that this cause of action is one of those mentioned in 5048 of the Revised Statutes of Ohio.

Oscar R. Barbour.

Sworn to before me and subscribed in my presence by the said Oscar R. Barbour this 25th day of March, 1904.

(Seal) Claude L. Brewer, Notary Public.

8295 Legal Notice and Proof.

On May, 21st. 1904, the following Legal Notice and Proof was filed.

Oscar R. Barbour — Plaintiff

Vs.

James Barbour et. al. — Defendants.

Court of Common Pleas, Union County, Ohio.

No. 8295 — Notice &c.

James Barbour residing in Pittsburg, Kansas, John F. Barbour residing at 1123 Fifth Street, Greeley, Colorado, Kate Craig residing at Moline, Kansas, Frank Barbour, whose residence is unknown, Scott H. Barbour residing at Portland, Oregon, and Charles Barbour Jr. Martin R. Barbour, Edgar L. Barbour, and Maggie M. Dunlop, residing at Saugton, Kansas, will take notice that on the 26th day of March, 1904, Oscar R. Barbour files his petition in the Court of Common Pleas of Union County, Ohio, in case No. 8295, against the above named parties and others praying for partition of certain lands situated in the town of Marysville, County of Union, State of Ohio, and bring the premises of which William J. Barbour, late of Union County, died seized in fee simple. Said parties are required to answer on or before the 5th day of May, 1904 or judgment may be taken against them.

Oscar R. Barbour, by John S. Gill, Atty.

State of Ohio, Union County ss.

Personally appeared before me H. O. Shearer, and made Solemn oath

8295 Writ of Partition

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that the notice, a copy of which is hereto attached was published for 6 consecutive weeks on and next after March 30th, 1904, in the Marysville Tribune, a newspaper of gruneral circulation in the County aforesaid,

H. O. Shearer,

Sworn to before me and signed in my presence this 21st day of May, A. D. 1904. (Seal) Chas. C. Denhorwood, Clerk

8295 On May, 31st, 1904, the following Entry was filed:-

Oscar R. Barbour - Plaintiff.
Vs.
James Barbour et. al. — Defendants.

Court of Common Pleas, Union County, Ohio.
May, 31st. 1904,

This day this cause came on for hearing on the petition of the plaintiff and all of the defendants being in default for answer or demurrer, the Court find the allegations of the petition are by all of said defendants confessed to be true, The Court further find that all of the said defendants have had due legal notice of the pendency and demand of the said petition, and have been duly served with service by legal publication, the proof of which is on file in this case.

Thereupon, the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition, That the said plaintiff and each of the said defendants has a legal right to the one tenth 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 Wesley A. Garrard, Ralph S. Bonnett, and George H. Courts, three judicious freeholders of the vicinity are hereby appointed Commissioners to make partition thereof. And it is ordered that a writ issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally found entitled; and said Commissioners are further ordered that if they find said premises cannot be divided without manifest injury, that they appraise the said premises at its cash value, and make due return of his proceedings herein forthwith,

8295 Writ of Partition

On May, 31st. 1904, the following Writ of Partition was issued:-

The State of Ohio, Union County ss. —— Common Pleas Court.

To the Sheriff of said County:- Pursuant to an order of our said Court of Common Pleas within and for said County at the March Term A. D. 1904 in a certain cause No. 8295, now pending in said Court wherein Oscar R. Barbour, plaintiff and James Barbour et. al. Defendants, you are commanded that without delay by the oaths of Wesley A Garrard, Ralph S. Bonnett, and Geo. H. Courts, 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 premises, situate in the County of Union

and State of Ohio, towit:- Adjoining the town of Marysville, being part of outlots 7 and 6 lying Northwesterly from the town of Marysville in said County, known as the Matthiott out lot North of town, Beginning in the edge of the Street at the Southwest corner of a parcel of said lot No. 7 sold to John Cassel by M. H. Stadhams; thence N. 1° E. with the line of said parcel to the Southwest corner of lot sold by said Cassel to L. H. Burroughs, being 11⅔ poles; thence South 89 deg. with said Burrough's line 4 poles and 16 links to a stake in the corner of a lot sold by John Cassel to I. G. Cassel; thence South 1° West 11½ poles to a stake in the Street another corner of I. G. Cassel's lot; thence with said Street 4 poles and 16⅔ feet to the beginning, containing one third of an acre more or less. Also all of Su-lot No. 8, Old No. Hilch's Addition, now known as Su-lot No. 222, lying Northwest of the town of Marysville, and for a more particular description see recorded plat of said Addition, Recorder's Office of Union County, Ohio, among the persons named herein, and in the following proportions, towit:-

To Oscar R. Barbour, one tenth part.
To James Barbour, " " part.
To John F. Barbour " " part.
To Kate Craig " " part.
To Frank Barbour " " part,
To Scott H. Barbour " " part
To Charles Barbour Jr. " " part
To Martin R. Barbour " " part.
To Edgar L. Barbour " " part.
To Maggie M. Dunlop " " part.

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, 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 31st day of May, 1904. (Seal). Chas. L. Sutherwood, Clerk.

Sheriff's Return.

As commanded by the foregoing writ, I have executed the same by the oaths of Wesley A. Garrard, Ralph S. Bonnett, and Geo. H. Courts, 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 the Commissioners herewith returned. Given under my hand this 31st day of May, 1904.

Sheriff's Fees:- $2.40
Commissioners:- $3.00

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

Commissioners' Report.

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 of the premises, we are of opinion that the said estate cannot be divided according to the demand of the writ without manifest injury to the value thereof; and we do estimate the value of the same at One Thousand ($1000) Dollars.

8295 Entry

8295 Order of Sale.

Given under our hands this 31st day of May, A.D. 1904.
Hesley A. Garrard.
Ralph S. Bonnett.
Geo. H. Court. } Commissioners.

8295 Entry

On May, 31st, 1904, the following Entry was filed:-
Oscar R. Barbour - Plaintiff.
vs.
James Barbour et. al - Defendants.

Court of Common Pleas, Union County, Ohio.
May. 31st. 1904.

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 injury to the value thereof and that said Commissioners have made return of their appraisement thereof in the sum of $1000.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefor approve and confirm the same,
And thereupon, neither of the said parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered, that said premises be sold at public auction at the door of the Court House in Marysville, Ohio,, and that an order issue therefor to the Sheriff of Union County, Ohio,, and on motion of the plaintiff, and for good cause shown, it is ordered that the premises be sold as follows, towit:- for Cash,

8295 Order of Sale.

On June, 1st, 1904, the following Order of Sale was issued:-
The State of Ohio, Union County ss. — To the Sheriff of said County:-
Pursuant to an order of our said Court of Common Pleas, within and for said County, at the March Term, A.D. 1904, in a certain cause No. 8295 for partition now pending in said Court, wherein Oscar R. Barbour was petitioner and James Barbour et. al. were respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, situate in the County of Union and State of Ohio, towit:-
Adjoining the town of Marysville, being part of Out lots 7 and 6 lying Northwesterly from the town of Marysville in said County, known as the Mathiott out lot North of town: Beginning in the edge of the Street at the Southwest corner of a parcel of said lot No. 7 sold to John Cassel by M. H. Wadhams; thence N. 1° E. with the line of said parcel to the Southwest corner of lot sold by said Cassel to L. H. Burroughs, being 11 3/5 poles; thence South 89° with said Burrough's line 4 poles and 16 links to a stake in the corner of a lot sold by John Cassel to I. G. Cassel; thence South 1° West 11 1/2 poles to a stake in the Street another corner of I. G. Cassel's lot thence with said Street 4 poles and 16 2/3 feet to the beginning, containing one third of an acre more or less,
Also all of In lot No. 8 old No. Urlich's Addition now known as Inlot 222, lying Northwest of the town of Marysville, and for a more particular description see recorded plat of said Addition, Recorder's

Office of Union County, Ohio.— Appraised as follows:- One Thousand Dollars. Terms of sale- Cash. And that your proceedings in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof; and have you then and there this writ. Witness my hand and the seal of said Court at Marysville, Ohio, this 1st day of June, 1904. (Seal) Chas. C. Pellhorwood, Clerk

Sheriff's Return.

As commanded by this writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of sale in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio; and on the 9th day of July, 1904, at 1 o'clock P.M. on said day, at the door of the Court House in said County, I offered for sale at public auction, the lands and tenements described in this writ, and H. S. Thompson having bid the sum of $742, for the same, said sum being more than two thirds of the appraised value, and he being the highest and best bidder was declared the purchaser.

Sheriff's Fees:- $8.51. S. F. Burnham, Sheriff.

8295 Legal Notice and Proof.

On July, 9th, 1904, the following Legal Notice and Proof was filed:-

Oscar R. Barbour Vs. James Barbour et. al. J. S. Gill, Attorney.

On Partition.

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, July, 9th, 1904, at or about the hour of one o'clock P.M. on said day, the following described real estate, towit: Situated in the County of Union and State of Ohio, towit:- Adjoining the town of Marysville, being part of out lots 7 and 6 lying Northwesterly from the town of Marysville in said County, known as the Mathiott out lot north of town; Beginning at the edge of the Street at the Southwest corner of a parcel of said lot No. 7 sold to John Cassel by M. H. Wadhams; thence North 1° East with the line of said parcel to the Southwest corner of lot sold by said Cassel to L. H. Burroughs, being 11 2/5 poles; thence South 89° with said Burroughs line 4 poles and 16 links to a stake in the corner of a lot sold by John Cassel to I. G. Cassel; thence South 1° West 11½ poles to a stake in the Street another corner of I. G. Cassels lot; thence with said Street 4 poles and 16⅔ feet to the beginning, containing one third of an acre more or less.

Also all of In-lot No. 8 lying northwest of the town of Marysville, and for a more particular description see recorded plat of said addition, Recorders Office, of Union County, Ohio, Appraised as follows:- One Thousand Dollars. Terms of sale:- Cash.

S. F. Burnham, Sheriff.

The State of Ohio, Union County ss,

Personally appeared before me H. 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 June 8th, 1904, in the Marysville Tribune, a newspaper of general circulation in the County aforesaid,

H. O. Shearer.

Sworn to before me and signed in my presence this 9th day of July, A.D. 1904

(Seal) Chas. C. Pellhorwood, Clerk

8295 Entry

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Entry

On Sept. 19th, 1904, the following Entry was filed:-
Oscar R. Barbour - Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
James Barbour et. al. - Defendants.

On motion of the Plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, William S. Thompson in fee simple free of dower, the purchase price of said premises having been paid in cash.

It is further ordered that out of the proceeds of said sale he pay to the Clerk of the Court the costs of this action including a counsel fee of Fifty ($50.00) Dollars to John S. Gill for his services herein, as Attorney, taxed at $110.50.

Secondly:- Of the residue of the proceeds of said sale to the plaintiff, Oscar R. Barbour, one tenth of the cash proceeds, to-wit, the sum of $63.15; and also to each of the said defendants, James Barbour, John G. Barbour, Kate Craig, Frank Barbour, Scott H. Barbour, Charles Barbour Jr. Martin R. Barbour, Edgar L. Barbour, and Maggie M. Dunlop the sum of $63.15.

Attest:- Chas C. Sutherwood, Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union and State of Ohio, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the September Term, 1904.

Be it remembered, that heretofore, towit, on April, 9th, A.D. 1904, the following petition was filed with the Clerk of said Court, towit:-

8298 Petition

Nellie E. Amerine — Plaintiff

Vs.

Court of Common Pleas, Union County, Ohio.

Henry D. Amerine — Defendant.

The plaintiff says that she has been a resident of Ohio, for the year last past and is now a bona fide resident of Union County, Ohio, That on the 3rd day of March, A.D. 1903, she was married to the defendant, which marriage relation still exists. There was born of such marriage one child named Max C. Amerine. The plaintiff has during all of said marriage relation conducted herself as a dutiful and obedient wife. That the defendant in violation of his duties as a husband, has been guilty of gross neglect of duty towards this plaintiff in this towit:-

That on the 6th day of March, 1903, after said marriage the defendant left the plaintiff without any means of support except what she obtained through the kindness and charity of people where she had previous to said marriage resided and still resides. That said defendant has kept his whereabouts since said 6th day of March, 1903, concealed from this plaintiff and left her to maintain and provide herself and their said child with all the necessaries of life by her own exertions, and refused and neglected to provide any home for them; though the defendant is a young man of about 24 years of age, in good health and well able to work and amply provide for all the wants of plaintiff and their said child.

Wherefore, the plaintiff prays that she may be divorced from the defendant and awarded the custody of their said child and for all proper relief.

D. H. Ayers, Attorney.

State of Ohio, Union County, ss

Nellie E. Amerine being first duly sworn says that the facts stated and allegations contained in her foregoing petition are as she believes true.

Nellie E. Amerine.

Sworn to before me and signed in my presence by the said Nellie E. Amerine this 9th day of March, 1903.

(Seal) Chas. C. Penhorwood, Clerk.

8298 Precipe

On Sept. 3rd, 1904, the following Precipe was filed:-

Nellie E. Amerine — Plaintiff

Vs.

Court of Common Pleas, Union County, Ohio.

Henry D. Amerine — Defendant.

To Clerk: Issue summons in the above entitled case with copy of Petition to the Sheriff of Franklin County, Ohio, returnable according to law, Endorse "Action for Divorce."

D. H. Ayers, Atty for Plff.

8298 Summons

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8295
Summons

On Sept. 3rd, 1904, the following Summons was issued:-
The State of Ohio, Union County, ss, — To the Sheriff of the County of Franklin:-
You are commanded to notify Henry D. Amerine that Nellie E. Amerine 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, 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 12th day of September, A. D. 1904. Witness my hand and the seal of said Court at Marysville this 3rd day of Sept. A. D. 1904.
(Seal) Chas. C. Leuhorwood, Clerk
Sheriff's Return.
The State of Ohio, Franklin County, ss,
Received 9 o'clock, A. M, on the 6th day of September, A. D. 1904, and on the 8th day of September, A. D. 1904, I served the same upon the defendant, Henry D. Amerine by personally handing him a true copy thereof together with a certified copy of the petition in this case.
Sheriff's Fees:- $2.59
George J. Karb, Sheriff.
By E. S. Langin, Deputy.

8298
Entry

On Oct. 25th, 1904, the following Entry was filed:-
Nellie E. Amerine.
Vs.
Henry D. Amerine.
Court of Common Pleas, Union County, Ohio.
Oct. 25th, 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. 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; and 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 therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Nellie E. Amerine and Henry D. Amerine, 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, Max C. Amerine, be until the further order confided to the plaintiff exclusively, and that the plaintiff pay the costs of this action.

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 September Term, A.D. 1904,

Be it remembered that heretofore, towit, on August, 20th, 1904, the following petition was filed with the Clerk of said Court:-

8342 Petition.

Elmer E. Bitter — Plaintiff.

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

Lora E. Bitter — Defendant.

The plaintiff says:- That he 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 he was married to the defendant on the 2nd day of April, 1891, That the following named children are the issue of said marriage, towit:- Gladys, aged eleven years, Helen, aged eight years, and Bessie, aged two years,

That the defendant has been guilty of gross neglect of duty towards plaintiff in that on the 28th day of July, A.D. 1904, she abandoned the plaintiff and the two older children, without any fault or provocation on his part, and established her residence outside of this State, towit, at the city of Muncie, and State of Indiana, and she has ever since refused and still refuses to return to her said husband or to their said children, The plaintiff says further that during the years 1900, 1901, 1902, 1903, and 1904, the defendant has been guilty of extreme cruelty towards plaintiff in this, towit:- the said defendant committed adultery with one Edward H. Hunters, late of the Township of York, County of Union, in said State, at various times during said years at the residence of plaintiff, and at various other places in said County, That in consequence of said adultery and lascivious conduct of the defendant, the plaintiff was scandalized, disgraced and humiliated to such an extent as to seriously effect his health, and to ruin his health and peace of mind,

Therefor, plaintiff prays that he may be divorced from the defendant and that he may be awarded the care and custody of said Gladys and the said Helen, and for such other and further relief to which he may be entitled,

Porter & Porter, Attys for Plaintiff.

Elmer E. Bitter, the plaintiff herein being sworn, makes oath that the facts stated in the foregoing petition are true as he believes.

Elmer E. Bitter.

Sworn to by said Elmer E. Bitter before me, and signed by him in my presence this 19th day of August. A.D. 1904.

(Seal) E. H. Porter, Notary Public.

8342 Affidavit

The State of Ohio, Union County, SS.

The plaintiff, Elmer E. Bitter, being further sworn, makes oath, that service of a summons cannot be made within this State on the defendant Lora E. Bitter and who must be served by publication, and that this case is one of those mentioned in Section 5048 Revised Statutes of Ohio.

Elmer E Bitter.

Sworn to by said Elmer E. Bitter before me, and signed by him in my presence this, 19th day of August, A.D. 1904. (Seal) E. H. Porter, Notary Public.

Summons 8342

Legal Notice and Proof. 8342

8342 Entry

Summons 8342

On August, 22nd, 1904, a summons and copy of the petition in the case of Elmer E. Bitler Vs. Lora E. Bitler, was mailed to Lora E. Bitler at 501 E. 1st Street, Muncie, Indiana, and after ten days returned to the Clerk of the Court of Common Pleas of Union County, Ohio, uncalled for.

Legal Notice and Proof. 8342

On October 5th, 1904, the following Legal Notice and Proof was filed:-

Elmer E. Bitler.
Vs.
Lora E. Bitler.

Court of Common Pleas, Union County, Ohio.

Lora E. Bitler of Muncie, Ind., will take notice that her husband, Elmer E. Bitler of the County of Union, and State of Ohio, did on the 19th day of August, 1904, file his petition in the Court of Common Pleas of said Union County, Ohio, against the said Lora E. Bitler praying for divorce on the grounds of gross neglect of duty, and extreme cruelty, and wilful abandonment and adultery with one Edward H. Hunters. The said Lora E. Bitler is hereby notified that she is required to answer said petition on or before the 1st day of October, 1904. The object and prayer of the petition is for plaintiff to obtain a divorce from the said defendant and the custody and care of the two older children, towit:- Gladys and Helen. The plaintiff is advised and believes that defendants residence is 501 East First Street, Muncie, Ind. ---- Porter & Porter, Atty's for Pl'ff-

The State of Ohio, Union County ss.

Personally appeared before me H. O. 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 August, 24th, 1904, in the Marysville Tribune, a newspaper of general circulation in the County aforesaid.

H. O. Shearer.

Sworn to before me and signed in my presence this 5th day of Oct. A. D. 1904. (Seal) Chas C. Leuhorwood, Clerk

8342 Entry

On Oct. 6th, 1904, the following Entry was filed:-

Elmer E. Bitler —
Vs.
Lora E. Bitler,

Court of Common Pleas, Union County, Ohio.
Oct. 6th, 1904.

This cause coming on for hearing, was submitted to the Court upon the pleadings and the evidence, on consideration whereof, the Court find that the plaintiff at the time of filing his petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and extreme cruelty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore, ordered and adjudged by the Court that the marriage contract heretofore existing between the said Elmer E. Bitler and the said Lora E. Bitler, be, and the same is, dissolved, and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said Gladys and the said Helen, the two older children of said parties be, until further order, confided to the said Elmer E. Bitler exclusively; but it is hereby ordered that the said Lora E. Bitler have the privilege of visiting said children once each month. It is further ordered by the Court that the plaintiff recover from the defendant his costs herein expended taxed at $—, and execution is awarded.

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 before the Hon. Duncan Dow, Judge of said Court at the September Term A.D. 1904.

Be it remembered that heretofore, towit, on November, 10th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8247 Petition

John Burkepile — Plaintiff.

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

G. H. Macklin — Defendant.

Now comes the plaintiff and for his cause of action says that on the 28th day of November, 1875, he was married to Ella Burkepile and that the plaintiff and the said Ella Burkepile thereupon established a home and raised a family of four children and up until the time of the actions hereinafter complained of on the part of the defendant, said plaintiff and Ella Burkepile lived happily together as man and wife.

That for more than three years prior to the 30th day of July, 1903, the defendant well knowing said Ella Burkepile to be the wife of the plaintiff, and wrongfully contriving and intending to injure the plaintiff and for the purpose, and in order to deprive the plaintiff of the affection society and services of the said wife, at numerous times visited said wife, wrote letters to her soliciting her to meet the defendant away from home, induced her to avoid the society of the plaintiff and to continue in the society of the defendant; and fondled, caressed and kissed said wife, and obtained her affection and caused the plaintiff to lose her affection. That the plaintiff for want of knowledge cannot state the dates and details of said transactions, but he alleges that the same were continuous and of the character aforesaid.

That prior to said 30th day of July, 1903, the defendant had at divers times induced the said wife to leave the home of the plaintiff for long periods of time, on the pretense of a visit to her relations, but in fact to be with the defendant; and that on said 30th day of July, 1903, the said defendant wrongfully contriving to injure the plaintiff and with the intent and purpose of depriving the plaintiff of the affection, society and services of the said Ella Burkepile, maliciously persuaded, entired and induced her to depart from the plaintiff and her home in Elyria, Ohio, and contrary to the wishes and without the consent of the plaintiff to go to the home of the defendant near Marysville in Union County, Ohio.

That since said date the said Ella Burkepile induced by the defendant, has remained away from the plaintiff and his home, and has continued to live with the defendant.

Plaintiff says that the actions of the said Ella Burkepile, so caused by the malicious actions of the defendant, were such that he was compelled to sue for and obtain a divorce from the said Ella Burkepile which was granted by the Common Pleas Court of Lorain County on the 25th day of September, 1903.

That ever since the date of said marriage of the plaintiff and the said Ella Burkepile and up to the 30th day of July, 1903, the plaintiff did nothing to cause the said Ella Burkepile to leave her home, but has ever conducted himself as a faithful husband and has provided for her in

8247 Precipe

8247 Summons

a manner suitable to his wealth and standing in life. That the said wrongful transactions were without the consent of the plaintiff. That by reason of the said wrongful acts the plaintiff has been deprived wrongfully by the defendant of the comfort, society, aid and services of the said Ella Burkepile, and has been put to great trouble and expense in endeavoring to prevent the said wrongful acts of the defendant, and has suffered great distress of body & mind to his damage in the sum of $5000.

Second Cause of Action:-

Plaintiff says that the said Ella Burkepile was his wife as hereinbefore set forth, and that he lived and cohabited with her until the time of the grievances hereinbefore set forth and hereinafter mentioned. That the defendant, contriving and wrongfully and wickedly intending to injure the plaintiff, and deprive him of the comfort and affection of his wife, did on the 30th day of July, 1903, and at divers other times since the 15th day of February, 1901, carnally know and seduce his said wife and thereby alienated her affections from him, and he has since been wholly deprived of her comfort, society and services; that by reason of the unlawful and willful conduct of the said defendant, plaintiff has sustained damages in the sum of $5000.

Therefore, the plaintiff prays that he may have judgment against the defendant in the sum of $10000.00, and for his costs herein and for all proper relief.

McCrory & Cameron, Attys for Plaintiff.

State of Ohio, Union County, ss.

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

John Burkepile.

Sworn to before me and signed in my presence this 30th day of October, A. D. 1903. (Seal) Richard L. Cameron, Notary Public.

8247 Precipe

On Nov. 10th, 1903, the following Precipe was filed:-

John Burkepile — Plaintiff.

vs.

G. W. Macklin — Defendant.

Court of Common Pleas, Union County, Ohio.

To Clerk:- Issue summons in the above entitled cause to the Sheriff of Union Co. for the defendant, and returnable according to law.

McCrory & Cameron, Attys for Plaintiff.

8247 Summons

On Nov. 10th, 1903, the following Summons was issued:-

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

You are hereby commanded to notify G. W. Macklin that he has been sued by John Burkepile in the Court of Common Pleas of Union County, and must answer by the 12th day of Dec. 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 Nov. A. D. 1903. Witness my hand and the seal of said Court this 10th day of Nov. A. D. 1903. (Seal.) Chas. C. Penhorwood, Clerk

Sheriff's Return.

The State of Ohio, Union County ss.

Received this writ Nov. 10th A. D. 1903. at 10 o'clock A. M. and

served same by personally handing to G.H. Macklin, a true and certified copy of this writ with all the Endorsements thereon Nov. 4th, 1903.
Fees:- $1.40. S. F. Burnham, Sheriff.

8247 Entry — On January 5th, 1904, the following Entry was filed:-
John Burkepile.
Vs. Court of Common Pleas, Union County, Ohio.
G.H. Macklin,
This day the Court grants leave for defendant to answer by Monday, January, 11th, 1904.

8247 Answer — John Burkepile — Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
G.H. Macklin — Defendant.

I. The Defendant by leave of the Court answers to the petition of plaintiff filed herein, on November, 10th, 1903, and admits:- That the plaintiff was married to said Ella Burkepile, and that they have raised a family of four children as alleged by Plaintiff. Defendant further admits that plaintiff and said Ella were divorced by the Court of Common Pleas of Lorain County, Ohio, on said 25th day of September, 1903, This defendant, however denies each and every other allegation made and contained in plaintiffs petition in this cause.
Also further defendant especially denies that the plaintiff and his said wife Ella Burkepile, ever at any time during all of their married life, libed happily together as man and wife, And this defendant also especially and positively denies the charge of adultery made by plaintiff in his second cause of action,
2. For a second ground of defense, defendant says: That the said Ella Burkepile became acquainted with the plaintiff when she was only a child, less than fourteen years of age, that he commenced keeping her company, and while she was still under fourteen years of age he seduced her under promise of marriage, and got her with child. That when this fact became known to the plaintiff, he left the Country and kept concealed from said Ella, and did not return until two (2) months after said child named, Cora, was born, and then, to prevent being sued in bastardy, he proposed marriage, and on the advice of her friends, she unwillingly married him; Defendant further avers that plaintiff never, at any time, during said marriage relation, had any love, or respect for said Ella, nor had she for him; because of said seduction and forced marriage, after the birth of said Cora, and said abandonment, and because of his filthy habits and gross immorality, as shown below, towit:- Because he never bathed his body, all over, during all their married life, thereby causing his person to become offensive to said Ella; because he repeatedly attempted to have sexual intercourse with his own daughter, the said Cora, when she was but thirteen years of age; because he also attempted to seduce, and have sexual intercourse with one Nettie Staley, a niece of said Ella; and also with one Eva Cisco, now Eva Cisco Patman, also a niece of said Ella; all of which the said Ella well knew; that he often feigned

insanity and threatened suicide; because she was afraid of him; and because he compelled her for many years as herein before stated, to earn all her own clothing, except two cheap calico dresses.
That because of the facts above stated, the said Ella Burkepile, and the plaintiff, not being able to live happily together separated, on or about the 15th day of February, 1901, and she went to live with a son-in-law, and his wife, the daughter of said plaintiff. That before said separation, they entered into a post nuptial agreement in writing, to live apart, and he to pay or secure to her the sum of Two Hundred Dollars, and she to relieve him of dower, and all support, he being insolvent and all the children being old enough to maintain themselves, Said Ella, and the plaintiff remained separated and apart for one and one half years, and then they came together again as husband and wife, and destroyed this said post-nuptial agreement. However, they again separated about said 30th day of July, 1903, this time resolving never to live together again, as husband and wife and they never did live together again. That the plaintiff living in Lorain County, Ohio, filed his petition for divorce in that County, on August 17th, 1903, charging her in no manner with unfaithfulness, and because he agreed to pay and did pay, said sum of Two Hundred Dollars, and in consideration thereof she filed no answer, and made no defense to said petition and did not appear against him, and said plaintiff did procure a divorce from her. The defendant further says that he has been a widower for about fifteen years last past, and is still a widower, and that said Ella Burkepile is his niece, she being the daughter of a deceased brother of defendant, And further that she, having decided, a short time prior to said 30th day of July, 1903, not to live with her husband, for the reasons above stated, and knowing that the defendant was without a housekeeper, she decided also to ask of him the privilege of keeping house for him in order that she might have a home. Thereupon, she wrote twice to this defendant, who is her uncle, as aforesaid, offering to keep house for him, stating at the same time that she would not live with plaintiff any longer. That after she had so written, the defendant finally, in July, 1903, consented that she might come to him as his housekeeper, as aforesaid, and on said 30th day of July, 1903, she did so come.
Defendant further says that said niece, Ella Burkepile, has been the housekeeper of her said uncle, the defendant herein, ever since said last named date, and that she expects to so remain for an indefinite length of time.
That said Ella voluntarily sought the advice, shelter and protection of her said uncle; and defendant from motives of kindness and humanity, and wholly without intention or thought of interfering, in any way, between said Ella and the plaintiff herein, did not close his door upon her, but in good faith, and as an act of hospitality, consented to furnish her a home.
Therefore, said defendant asks to be dismissed with his costs taxed at $—.
Porter & Porter, Attys for Defendant.

G. H. Mackin, the defendant herein, being sworn, makes oath that the facts stated in the foregoing answer, are true, as he believes.
G. H. Mackling.

Sworn to by said G. H. Mackin before me, and signed by him in my presence this 9th day of January, A. D. 1903.- (Seal) E. H. Porter, Notary Public.

8247 Entry

On January, 21st. 1904, the following Entry was filed:-

John Burkepile-

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

G. W. Macklin.

This day the Court grants leave for plaintiff to plead to answer filed herein in 20 days.

8247 Motion

On February, 9th, 1904, the following Motion was filed:-

John Burkepile — Plaintiff.

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

G. W. Macklin — Defendant.

Now comes the plaintiff by his Attorneys herein, and moves the Court to strike out of the answer herein, because the same is irrelevant, incompetent, surplusage, and the pleading of evidence, the following words and figures, towit:-

1st:- That part of said answer reading as follows, "That the said Ella Burkepile became acquainted with the plaintiff when she was only a child, less than fourteen years of age, That he commenced keeping her company and while she was still under fourteen years of age, he seduced her under a promise of marriage, and got her with child. That when this fact became known to the plaintiff he left the Country, and kept concealed from said Ella and did not return until two (2) months after said child named, Cora, was born, and then to prevent bring said in bastardy, he proposed marriage, and on the advice of her friends she unwillingly married him".

2nd:- That part of said answer reading as follows:- "Because of said seduction and forced marriage, after the birth of said Cora, and said abandonment, and,"

3rd:- That part of said answer reading as follows:- "That because of the facts above stated the said Ella Burkepile and the plaintiff, not being able to live happily together, separated on or about the 15th day of February, 1901, and she went to live with a son-in-law, and his wife, the daughter of said plaintiff. That before said separation they entered into a post nuptial agreement, in writing, to live apart, and he to pay or secure to her the sum of Two Hundred Dollars, and she to relieve him of dower, and all support, he being insolvent, and all the children being old enough to maintain themselves. Said Ella and the plaintiff remained separated and apart for one and a half years, and then they came together again as husband and wife and destroyed their post nuptial agreement."

4th:- That part of said answer reading as follows:- "However, they again separated about said 30th day of July, 1903, this time resolving never to live together again as husband and wife, and they never did live together again".

5th:- That part of said answer reading as follows:- "That the plaintiff living in Lorain County, Ohio, filed his petition for divorce in that County on August 17th, 1903, charging her in no manner with unfaithfulness, and because he agreed to pay, and did pay said sum of Two Hundred Dollars, and in consideration thereof she filed no answer, and made no defense to said petition, and did not appear against him; and said plaintiff did procure a divorce from her".

McCrory & Cameron,
Attys. for Plaintiff.

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8247 Entry

On March, 28th, 1904, the following Entry was filed:-

John Burkepile.

Vs.

G. W. Macklin.

Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the motion of plaintiff to require defendant to strike out of answer certain parts mentioned in said motion; and was argued by counsel and submitted to the Court; on consideration whereof the Court sustains said motion, And thereupon the defendant asked and obtained leave to file amended answer in 10 days, and cause is continued,

8247 Entry

On May, 31st, 1904, the following Entry was filed:-

John Burkepile - Plaintiff.

Vs.

G. W. Macklin - Defendant.

Court of Common Pleas, Union County, Ohio.

It appearing that the defendant, G. W. Macklin has died since the commencement of this action, and that E. W. Porter, has been duly appointed and qualified as Executor of the last will of said G. W. Macklin; now on motion of the plaintiff, and due notice having been given, it is ordered that this action be revived in the name of said E. W. Porter, as such Executor, and that the same shall proceed against him, Thereupon, came the said E. W. Porter, as such Executor and entered his appearance and asked and had leave of the Court to file his answer herein in thirty days, and cause continued,

8247 Supplemental Answer

On July, 8th, 1904, the following Supplemental Answer was filed:-

John Burkepile - Plaintiff.

against.

Edward W. Porter, Executor of the estate of G. W. Macklin, deceased - Defendant.

Court of Common Pleas, Union County, Ohio.

The above named Executor of the last will and testament of said G. W. Macklin, deceased, having been by order of the Court, substituted as defendant in this cause, now files his supplemental answer, and says:- That he adopts and confirms all the statements made by said G. W. Macklin in his answer herein, and that by reason of the death of said G. W. Macklin, this substituted defendant is entitled to the relief prayed for in said answer, Therefore, this substituted defendant asks judgment as said G. W. Macklin had asked in his answer herein, and for all other and further relief to which in law or equity he may be entitled.

Porter & Porter and D. W. Ayers, Attys for Def't.

Edward W. Porter, being sworn makes oath, that he is the substituted defendant herein, As ordered by the Court, and that the facts stated in the above pleading are true as he believes.

Edward W. Porter.

Sworn to by said Edward W. Porter before me, and signed by him in my presence this 8th day of July, A. D. 1904.

(Seal) Milton Haines, Deputy Clerk

8247 Reply

On Sept. 6th, 1904, the following Reply was filed:-

John Burkepile — Plaintiff.

vs.

G. H. Macklin — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and for his reply to the answer and supplemental answer of E. H. Porter, Executor, says:- He admits that said G. H. Macklin was a widower, and that said Ella Burkepile was his niece; but this plaintiff denies each and every other allegation and averment in the said answer and supplemental answer contained, except such allegations as are in the petition expressly admitted. For further reply the plaintiff says, that after the said G. H. Macklin had enticed the said Ella Burkepile away from plaintiff, he the said G. H. Macklin was unable to marry her on account of the relationship between them, but he treated her as his wife and in his will gave her large donations of property, and provided that she should be buried by his side the same as if she had been lawfully married to him. Wherefor the plaintiff prays as he has already prayed in his petition.

McCrory & Cameron per J. L. Cameron.

Attorneys for Plaintiff.

The State of Ohio, Union County ss.

John Burkepile, plaintiff, being first duly sworn says that the facts stated in his foregoing reply are true as he verily believes.

John Burkepile.

Sworn to before me and signed in my presence this 6th day of September, A. D. 1904. (Seal)

Richard L. Cadwell, Notary Public.

8247 Entry.

On Sept. 22nd, 1904, the following Entry was filed:-

John Burkepile.

vs.

G. H. Macklin.

Court of Common Pleas, Union County, Ohio.

This day came the parties herein by their Attorneys; also came the following named persons as Jurors, to-wit:- Thomas N. Elson, John Murphy, J. H. Monbon, John Glenn, Isaac Welshimer, John H. Barnes, L. G. Peet, Edward Thompson, H. L. James, E. A. Perry, S. F. Barr, and George Dillison, who were duly impaneled and sworn according to law; and thereupon this cause came on for hearing on the pleadings and the evidence; and the said Jury having heard the testimony adduced in part, this cause was continued until tomorrow morning at 9 o'clock.

8247 Entry

On September, 23rd, 1904, the following Entry was filed:-

John Burkepile.

vs.

G. H. Macklin.

Court of Common Pleas, Union County, Ohio.

This day again 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 the testimony adduced in this case in part, the Court adjourned the further hearing of said cause until tomorrow morning at 9 o'clock.

8247 Entry

On Sept. 24th, 1904, the following Entry was filed:-

John Burkepile.

Vs.

G. W. Macklin.

Court of Common Pleas, Union County, Ohio.

This day again 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 the testimony adduced in part, in this case, the Court adjourned the further hearing of this cause, until Monday morning, Sept. 26th, 1904 at 9 o'clock.

8247 Entry

On Sept. 26th, 1904, the following Entry was filed:-

John Burkepile.

Vs.

G. W. Macklin.

Court of Common Pleas, Union County, Ohio.

This day again 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 the testimony adduced in part in this case, the Court adjourned the further hearing of this cause until tomorrow morning at 9 o'clock.

8247 Entry

On Sept. 27th, 1904, the following Entry was filed:-

John Burkepile.

Vs.

G. W. Macklin.

Court of Common Pleas, Union County, Ohio.

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

8247 Entry

On Sept. 28th, 1904, the following Entry was filed:-

John Burkepile

Vs.

G. W. Macklin.

Court of Common Pleas, Union County, Ohio.

This day again came the parties by their Attorneys; also came the Jury into open Court with their Verdict in writing signed by their Forman, and say:- "We, the Jury, being duly impaneled and Sworn and affirmed, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant, the estate of G. W. Macklin, deceased, at the sum of Three Hundred Dollars.

Dated Sept. 28th, 1904.

J. W. Monroe, Forman."

8247 Entry

On Oct. 3rd, 1904, the following Entry was filed:-

John Burkepile

Vs.

G. W. Macklin.

Court of Common Pleas, Union County, Ohio.

The Jury in this action having on a former day of this term, rendered a verdict for the plaintiff, and

assessed his damages at $300.00, and no motion for a new trial having been made, it is therefore considered by the Court that the said John Burkepile recover from the estate of the said G.W. Macklin deceased, the said sum of Three Hundred Dollars, together with his costs herein expended taxed to $—, for which execution is awarded.

Attest: Chas. C. Senhorwood, Clerk.

8261
Petition

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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 Hon. Duncan Dow, Judge of said Court at the September Term, A. D. 1904.

Be it remembered that heretofore, towit:- On December, 19th, 1903, the following petition was filed with the Clerk of said Court, towit:-

8261
Petition

Mary B. Fasnaugh- Plaintiff

Vs.

Court of Common Pleas, Union County, Ohio.

William H. Winchell, as Administrator of the estate of Solomon Walker, deceased — Defendant.

Plaintiff says that the defendant, William H. Winchell is the duly qualified and acting administrator of the estate of Solomon Walker, deceased. That the said defendant as such Administrator is indebted to the plaintiff in the sum of Three Thousand Dollars for nursing, labor and services rendered by her to the said decedent in his life time, as follows:- For nursing and waiting on said decedent from April, 1st. 1896 to October 29th, 1903, at intervals during the days and nights and whenever called upon $3700.00; For washing and ironing the clothes of said decedent during all of said time up to the 6th day of October, 1903, - $300.00.

That said services were performed by plaintiff at the request of said decedent. That the reasonable value of said services were as stated above, towit, for nursing and waiting on said decedent $300.00

That on the 17th day of December, 1903, plaintiff by her Attorney 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 she may have a judgment against said defendant as such Administrator for Three Thousand Dollars and for costs of this suit.

William T. Hooper and James E. Robinson, Attys for Plff.

The State of Ohio, Union County ss.

Mary B. Fasnaugh, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true as she verily believes.

Mary B. her X mark Fasnaugh

Sworn to before me and subscribed in my presence this 18th day of December, 1903. (Seal) James E. Robinson, Notary Public.

Precipe
8261

To the Clerk:-

Issue summons directed to the Sheriff of Franklin County for the defendant in the above action and make same returnable according to law indorse summons- "Action for money only, amount claimed $3000.00.

Hooper & Robinson,
Atty's for Plaintiff.

8261 Summons

On January, 6th, 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 H. Winchell, Admr. that he has been sued by Mary B. Fausnaugh 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 plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 18th day of January, A.D. 1904. Witness my hand and the seal of said Court this 6th day of Jan. A.D. 1904. (Seal) Chas. C. Leuhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Franklin County ss.

Received this writ January, 7th, A.D. 1904, at 9 o'clock A.M. and on January, 9th, 1904, I served 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 H. Winchell, Admr.
Sheriff's Fees:- $2.35.

George J. Karb, Sheriff.
By Edw. Linigin, Deputy.

8261 Entry

On February, 17th, 1904, the following Entry was filed:-
Mary B. Fausnaugh.
Vs. Court of Common Pleas. Union County, Ohio.
William H. Winchell, Admr.

This day the Court grants leave for plaintiff to amend petition in 15 days.

8261 Amended Petition

On March, 3rd, 1904, the following Amended Petition was filed:-
Mary B. Fausnaugh — Plaintiff.
Vs. Court of Common Pleas. Union County, Ohio.
William H. Winchell, Admr — Defendant.

Plaintiff says that defendant, William H. 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 in the sum of Three Thousand Dollars, for nursing, labor and services rendered by her to the said decedent in his life time, as follows:- For nursing and waiting on said decedent from April, 1st, 1896, to October, 29th, 1903, at intervals during the day and night, and whenever called upon $2700.00; For washing and ironing the clothes of said decedent during the greater part of said time up to the 6th day of October, 1903, $300.00.

That said services were performed by plaintiff for the decedent at the request of the decedent, and upon the assurance that she should be well paid for the same out of his estate after his death.

That the said Solomon Walker died intestate on or about the 29th day of October, 1903.

That the reasonable value of said services were as stated above towit, For nursing and waiting on said decedent $2700.00; For washing and ironing for said decedent $300.00.

That on the 17th day of December, 1903, plaintiff by her attorney presented said claim duly verified to said defendant and demanded

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payment of the same, or an indorsement of his allowance thereon that the defendant then refused and still refuses to indorse thereon, his allowance of said claim or to pay the same,

Therefore, plaintiff prays that she may have judgment against said defendant as such Administrator for $3000.00 and for his costs,

H. T. Hooper & James E. Robinson, Attys for Plff.

The State of Ohio, Union County, ss,

Mary B. Fausnaught, being first duly sworn, says the facts stated and the allegations made in the foregoing petition, are as she believes true,

Mary B. (her mark) X Fausnaught.

Sworn to before me and subscribed in my presence this 29th day of February, 1904, (Seal) James E. Robinson, Notary Public.

8261 Motion.

On March, 15th, 1904, the following Motion was filed:-

Mary B. Fausnaugh - Plaintiff.

Vs.

William H. Hinchell, Admr, - Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and moves the Court that the plaintiff be ordered to make her amended petition more definite and certain by stating the nature and extent of the services claimed to have been performed by her for defendant's decedent, Solomon Walker; and whether such services are claimed by her to have been continuous between the dates alleged in her 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 such services the whole time and attention of plaintiff is claimed to have been required and given therefor to the exclusion of her other regular employment, and, if not, the portion thereof claimed to have been so required and given; and by stating the portion of said time between the dates alleged that she claims to have done the washing and ironing of said decedent.

J. F. Millar, Atty for Defendant.

8261 Entry

On March, 22nd, 1904, the following Entry was filed:-

Mary B. Fausnaugh.

Vs.

Wm. H. Hinchell, Admr.

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of the defendant to require 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 to answer by April, 4th, 1904,

8261 Answer

On April, 4th, 1904, the following Answer was filed:-

Mary B. Fausnaugh - Plaintiff.

Vs.

Wm. H. Hinchell, Admr - Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant, and for answer to

8261
Entry.

the amended petition of the plaintiff herein, admits that he is the duly appointed, qualified and acting administrator of the estate of Solomon Walker, deceased; that said Solomon Walker died intestate on or about the 29th day of October, 1903; and that on or about the 17th day of December, 1903, the plaintiff by her Attorney presented her claim as set forth in her said amended petition, which defendant refused and still refuses to pay or allow, But this defendant denies each and every other allegation in the amended petition contained;

Second Defense:- For a second and further defense, the defendant says that said Solomon Walker in his life time was the owner of a farm near the Village of Richwood, in this County, containing about 106 acres with a good comfortable farm house, barn and out-buildings; that the said Solomon Walker had no wife or children living with him in the year 1896, and during the months of April of that year he made an arraugrument with the plaintiff's husband, Adam Fasnaugh, whereby the said Adam Fausnaugh was to move with the plaintiff into the home of said Solomon Walker, cultivate the farm, and said Solomon Walker, and the said Adam Fausnaugh and his wife were to live together, as one family, and whenever any thing was sold off the farm the proceeds were to be equally divided between the said Adam Fasnaugh, and the said Walker, the said Walker was to have his washing and ironing done and his room cared for, and all the comforts of a home the same as one of the family.

Accordingly about the first of April, 1896, the said Adam Fausnaugh moved with his wife, the plaintiff, into the home of said Walker, and from that time on until the death of said Walker the said Adam Fausnaugh and his said wife, and said Walker lived together as members of one family, the plaintiff being housekeeper and the said Adam Fausnaugh and Walker looking after the farm. The provisions such as meat, vegitables butter, eggs, flour and other breadstuff, together with the fuel used was furnished from the farm, without division, but when produce was sold from the farm the proceeds were divided between said Walker and Fausnaugh, In this way whatever care or services were rendered by plaintiff and her husband to said Walker were fully compensated,

Wherefore, the defendant asks that he may go hence and recover his costs and for all proper relief.

J. F. Millar and J. L. Cameron,
Attys for Defendant.

The State of Ohio, Union County ss,

John F. Millar, being first sworn says that he is one of the Attorneys for the defendant duly authorized, that the defendant is not a resident of said County, and that the affiant believes the facts stated in 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. Fenhorwood, Clerk

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On September, 28th, 1904, the following Entry was filed:-

Mary B. Fausnaugh.

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

Wm. H. Winchell, Admr.

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 Mary B. Fausnaugh in the sum of ($1500.00) Fifteen Hundred Dollars. It is therefore, considered by the Court that the said Mary B. Fausnaugh, recover from the said Wm. H. Winchell, Admr, the said sum of $1500.00; and that the said Wm. H. Winchell, Admr, pay the costs of this proceeding; for all which execution is awarded.

Attest:- Chas. C. Teachorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, and in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow Judge of said Court at the September Term A. D. 1904.

Be it remembered that heretofore, towit, on April 23rd, 1904, the following petition was filed with the Clerk of said Court, towit:-

8302 Petition.

Matilda J. Gordon — Plaintiff.

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

Nathan Gordon, Stephen T. Gordon, George C. Gordon, C. W. Gordon, Ida M. Cramer, Lovina Hall, and Dimmis Gordon — Defendants.

Plaintiff says that since the year, 1855, that she has been the owner and in possession of the following described real estate, situate in the township of Jerome, County of Union, and State of Ohio, described as follows, towit:- Beginning at a stone in the center of the Crotinger Stone road, and at the Northwest corner of the Barksdale Survey No. 3432; thence with said Survey line N. 84 deg. E. 35 9/10 poles to a stone; thence S. 5 deg. 36 min. E. 107 96/100 poles to a stone; thence S. 84 deg. W. 35 9/10 poles to a stone in the West line of said Survey No. 3432, and in the center of said pike; thence with the West line of said Survey No. 3432; and in the center of said pike N. 5 deg. 36 min. W. 107 96/100 poles to the place of beginning, containing Twenty-four acres and Thirty-six poles of land, (24 acres and 36 poles.).

That this plaintiff is the owner in fee simple of the above described premises, This plaintiff further alleges that the said defendants claim an interest therein adverse to her, which plaintiff is advised and informed, and on such information and belief alleges to be in substance and in fact as follows:- Plaintiff alleges that she is the daughter of Stephen Latimer, deceased, of Jerome Township, Union County, Ohio, and that after the death of her said father, towit:- on the tenth day of April, 1855 in a suit in partition of her said father's estate, of which this plaintiff was found entitled to the one ninth part of said premises, and that by the same suit Charles Gordon, her husband, was found entitled to the one ninth part of said estate by purchase from Lee Latimer, her brother, of his one ninth part of said estate.

Therefore, the said Commissioners appointed by the Court to divide and apportion said premises, make and return to said Court as follows:- "And we do set apart and assign to Charles Gordon and Matilda his wife, in severalty for his share of said estate so much of said lands as is contained within the following metes and bounds: Beginning at a stone known as the Hasson Road, a stone set by Graham of Columbus, supposed in the place of the trees, the original Northwest corner of the Barksdale land Survey No. 3432; thence with the original North line of said Survey N. 8 3/4 deg. E. 35 9/10 poles to a stone; thence S. 8 deg. 34 min. E. 233 5/10 poles to a stone and bricks in the line of the old road; thence with said road line N. 35 deg. W. 50 5/10 poles to a stone in the center of the Hasson road and original Survey line; thence with said Hasson Road and original Survey line North 8 deg. 34 min W. 197 5/10 poles to the beginning, Containing 48 acres and 75/100 acres, as the equal of two ninths of said estate. — Law Record No. 7 Page 206, et. seq.

Plaintiff upon the H. Gordon, was one of her Plaintiff upon the her one of said de his part, Lee Latimer Gordon, her said tract said desc that this premises a granted

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Plaintiff further says that the above described lands was transferred upon the tax duplicate of Union County in the name of her husband Charles H. Gordon, and so remains today, although he husband, Charles H. Gordon was only entitled to receive the one ninth of said estate, the share of her brother, Lee Latimer.

Plaintiff further says that her husband in his life time and she had agreed upon the division of said described lands as follows:- that she would take her one half, or her one ninth of her said Father's estate off of the North end of said described tract, and that Charles H. Gordon, her husband would take his part, set off to him in the partition proceedings, the share of the said Lee Latimer, off of the South end of said described lands; and that Charles H. Gordon, her husband by virtue of their said mutual division put a fence across said tract dividing the same, and he taking and occupying the South half of said described premises, and holding the same as his separate property; and that this plaintiff took, possessed, and controlled the North half of said premises as her separate estate, and that the same was recognized and acquiesced in by her said husband.

Plaintiff further says, that her husband in making his will devised all his real estate among his children, and by the provisions of that will, he gives only 24⅓ acres off the South side of said described lands in his devise, making no mention of the North half although he fully intended by his will to dispose of all his real estate, towit, the amount of 160 acres leaving her 24⅓ acres undisposed of by his said will.

Plaintiff further alleges that by reason of the premises that the mutual agreement between herself and husband, Charles H. Gordon, deceased, to divide said partitioned premises, and which was actually divided, & confirmed, and that her title to said North half of said premises, in the partition set off to herself and her husband, Charles H. Gordon, be forever quieted as against any claims of said defendants, heirs and children of said Charles H Gordon, or any of them in, or to any interest in said first described lands herein, as the heirs of the said Charles H. Gordon, and for all proper relief in the premises.

McCrory & Cameron, Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Matilda J. Gordon, being first duly sworn says that she is the plaintiff herein, and that the allegations set forth are as she believes true,

M. J. Gordon.

Sworn to and subscribed in my presence this 16th day of April, A. D. 1904.

(Seal) Robt McCrory, Notary Public.

8302 Precipe — On May, 10th, 1904, the following Precipe was filed:-

To Clerk:- Issue Summons in the above entitled case to Sheriff of Union County for Stephen T. Gordon and Nathan Gordon and C. V. Gordon. Endorse- "To quiet title", returnable according to law

McCrory & Cameron, Attys for Plaintiff.

8302 Summons — On May, 10th, 1904, the following Summons was issued:-

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

You are hereby commanded to notify Stephen T. Gordon, C. V. Gordon,

and Nathan Gordon, that they with others have been sued by Matilda J. Gordon in the Court of Common Pleas of Union County and must answer by the 11th 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 23rd day of May, A.D. 1904. Witness my hand and the seal of said Court this 10th day of May, A.D. 1904. (Seal) Chas. C. Denharwood, Clerk
by Milton Haines, Deputy.

Sheriff's Return.

Received this writ May, 10th, A.D. 1904, at 10 o'clock A.M. and served same by personally handing to each of the within named defendants, Stephen T. Gordon, C.V. Gordon and Nathan Gordon, a true and certified copy of this writ with all the endorsements thereon, May, 11th, 1904.
Sheriff's Fees:- $3.66 S.F. Burnham, Sheriff.

8307 Waiver

On May, 31st, 1904 the following Waiver was filed:-
Matilda J. Gordon.
Vs.
Court of Common Pleas, Union County, Ohio.
Nathan Gordon et. al.

We, the undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby voluntarily enter our appearance herein, and consent to a hearing at any time.
Ida Garner.
G.C. Gordon.
Dimmis Gordon.
Livonia Hall.

8307 Entry

On Sept. 19th, 1904, the following Entry was filed:-
Matilda J. Gordon,
Vs.
Court of Common Pleas, Union County, Ohio.
Nathan Gordon et. al.

Now come the plaintiff by her Attorneys, and the defendants being in default for answer or demurrer, the Court find that the allegations of the petition are confessed by them to be true.
The Court further find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition, and that she had a legal estate in, and was entitled to the possession of the same; that neither of the defendants or any one of them, have any estate in, or are entitled to the possession of said real estate, or any part thereof, and that the plaintiff ought to have her title and possession quieted as against each and every one of said defendants as prayed for in her petition.
It is therefore, ordered, adjudged and decreed, that the title and possession, of the said Matilda J. Gordon, to all and singular the premises in the petition described, to-wit:- Situate, in Jerome Township, Union County, Ohio, in Survey No. 3432, Beginning at a stone in the center of the Crotinger Road, at the Northwest Corner of the Barksdale Survey No. 3432; thence with said Survey line N. 84 deg. E 35 9/10 poles to a stone; thence S. 5 deg. 36 min. E. 107 96/100 poles to a stone; thence S. 84 deg. W. 35 9/10 poles to a stone in West line of said Survey No. 3432;

and in the center of said pike; thence with the first line of said Survey No. 3432, and the center of said stone pike, N. 5 deg. 36 min. W. 10 7/100 poles to the place of beginning; containing Twenty-four Acres and Thirty Six poles of land, &c, and the same thereby, are quieted as against the defendants, and each and every one of them, and all persons claiming under them, or any one 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 Matilda J. Gordon, her heirs or assigns, thereto.

It is further ordered that plaintiff pay the costs herein taxed at $ ——.

Attest: Chas. C. Southorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the September Term, A.D. 1904.

Be it remembered that heretofore, towit, on the 27th day of July, A.D. 1904, the following petition was filed with the Clerk of said Court:-

8378 Petition

Della Jones, — Plaintiff.

Vs — Court of Common Pleas, Union County, Ohio.

William G. Jones - 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 5th day of August, 1903, she was married to the defendant. No living child has been born of said marriage.

First Cause of action:- Defendant has been guilty of extreme cruelty towards plaintiff as follows:- during and about the months of February and March last past, plaintiff being pregnant with child and in delicate health, defendant found fault with her and scolded her with profane, abusive and threatening language for permitting herself to get in such condition, saying that she had no business to allow herself to get in such condition, that she knew he did not want any children, and that she could and should have prevented it. On or about the first day of March, 1904, he without cause accused plaintiff of telling a certain dealer in horses how much he had sold a team of horses for, which plaintiff denied having done; and thereupon he said to her "That is not true," and that she had ruined him by telling what he was to get for the horses, and assaulted her with threatening words and gestures. At a time not long previous to the date last mentioned, and when plaintiff was in such pregnant condition and delicate health as before stated, defendant demanded that she go with him to his barn and there hold a young horse while he with a knife lanced a large ulcer under its jaw. Plaintiff started to obey, but the thought of it sickened her and she turned back; and thereupon he led the horse to the house and compelled plaintiff to hold it by the halter while he lanced the abcess. In so doing she was jerked off an elevated porch on which she was standing and severely shocked and injured in and about her womb. On the 24th day of March, 1904, plaintiff accompanied defendant to the Village of Prospect, Ohio, about five miles distant from where they were then living, and he there procured some medicine which he ordered her to use. She did so and informed him that it made her feel worse, but he demanded that she continue to use it. She was taken violently sick the following night. On the next morning he demanded her to get up and get breakfast. She started to do so, and, being sick and light-headed, staggered, and thereupon he jerked her and she fell. A physician was called that day, who informed defendant and plaintiff of her serious condition and that unless she received careful treatment such results would probably follow as have followed, and left medicine for her and directed that she have absolute rest and quiet. Defendant, though advised by said physician and requested by plaintiff, neither procures or attempted to procure any one to do the house-work or care for her, but left her alone to go about his work as usual.

and when about the house would insist that she get up and prepare the meals and do her work, and that she was not sick but simply "putting it on", and was as able to work as he was.

On the morning of Sunday, March, 27th, 1904, plaintiff was visited by her mother, Mrs. Matilda Hoober, On her arrival defendant was making a very loud noise in the house by scolding plaintiff in a loud tone of voice, and by churning very hard with an "up and down" dash churn on a bare floor. He was very angry and in loud and excited tones informed Mrs. Hoover, that Dell, (meaning plaintiff) had not done the churning the day before, and that he had to do it; that she had to go and get sick and run a doctor bill just when she knew he wanted to put money in bank; and that she was just as able to work as he was. Plaintiff slept very little the following night and suffered great pain; but defendant offered her no assistance and made no inquiry and showed no concern for her. Plaintiff's mother remained and prepared breakfast the next morning. Defendant was seated at the table and she was preparing some toast and tea for plaintiff. He demanded of her what she was doing. She informed him that she was preparing a breakfast to take to plaintiff. He jumped up from the table and said "You are not going to make such a fool baby of her. She shall come out here to the table or I'll drag her out. If she don't come, I'll bring her in a hurry." He started towards plaintiff's room, calling her name, "Dell," loudly.

Plaintiff jumped out of bed and started for the table. He made violent and threatening gestures toward her, and ordered her to sit down to the table and eat and then to get up and go to work. She sat down to the table and he took hold of her violently by the back of her neck with one hand and with the other took a table-spoonful of fried potatoes and forced her to open her mouth, and he placed them therein, and compelled her to chew and swallow them. He then ordered the plaintiff's mother to leave his house and to never set foot on his premises again; and told her to tell Adam (meaning plaintiff's brother) that he never wanted him or any of his cubs to set foot on his premises again. After a private talk with plaintiff defendant admitted his unwarranted exhibition of temper and requested plaintiff's mother to tell no one of it and to remain until morning and promised to treat plaintiff kindly. He went out of the house, but in less than half an hour returned in a violent rage and shook his fist in plaintiff's face and said to her, "Dell, you accused me of a crime. You just as good as said I doctored that medicine for you." Plaintiff said, "No, Will, I did not say so." He replied, "Yes, you did, and you have got to take it back. If you don't you'll not be my wife twenty-four hours." And advancing towards plaintiff with upraised and clenched fist, as if to strike her, said, "I say take it back or I'll ---", adding a threat which plaintiff cannot now remember. Plaintiff was severely shocked and put in great fear by said assault and almost prostrated physically and mentally thereby.

Second cause of Action:-

Defendant has been guilty of gross neglect of duty towards plaintiff in failing and refusing to provide her with sufficient medical care and proper nursing and nourishment during her serious illness as follows:- On Tuesday, March, 25th, 1904 plaintiff

called the physician mentioned in her first cause of action by telephone. Defendant became enraged thereby, and on the following day threw out the medicine that said physician had left for her. Said physician returned to see and treat plaintiff on March, 31st, and on April, 1st, and 4th next following. On the next day, April, 5th, defendant again threw out the medicine that had been left for plaintiff by said physician; and on or about said date he saw said physician and ordered him not to return until called, although plaintiff at the time was delirious and suffering great pain, and in great need of the close care and attention of a physician. Said physician had ordered that plaintiff have appetizing and nourishing food, especially lean meat; but defendant neglected and refused to furnish it or to permit it to be furnished to her, and insisted that she eat the fattest of salt pork and the coarsest of food, against which her appetite revolted. Plaintiff continued delirious and very sick until after Monday, April, 11th, following; but defendant refused to call a physician for her, or to permit one to be called, or to permit any of the neighboring women to be called in to assist; and forbade the use of the telephone, and muffled the same so that no communication could be had thereby to or from any person outside the house. On or about midnight next preceding the said 11th day of April, plaintiff was taken with the pains of childbirth, and at about noon on said day gave birth to a foetus of about seven months growth, in which life had been extinct for about two weeks in the opinion of said physician, who was then again called. On said day last mentioned, while plaintiff was delirious and suffering the severe labor and pain preceding giving birth, of which defendant was informed by her mother, he refused assistance requested by her mother and threatened to make plaintiff get up and do for herself, and in loud and angry tones ordered her to "stop crying out" and "to shut up", and refused to permit plaintiff's mother to call to her assistance any of the neighboring women, or to call said physician until birth had actually begun. Defendant thereafter continued to deny plaintiff the care of a physician, and to scold her and to insist that she was able to get up and go about her work and to otherwise neglect and ill treat her until the 24th day of April following, when plaintiff was taken to the home of her mother, where she has since remained and is living separate and apart from defendant on account of his said neglect and ill treatment of her.

By said extreme cruelty and gross neglect of duty on the part of defendant towards plaintiff, and her aforesaid sickness and miscarriage which resulted therefrom, plaintiff has been greatly weakened in body and mind and all affection, she ever had for defendant has been totally destroyed, and she has been made to think of him with such distrust, dread and abhorrence, that she cannot tolerate the idea of again cohabiting with him and could never again do so with comfort or peace of mind.

Defendant is possessed of the following chattel property, to wit:- Six head of horses; four head of cattle; forty seven head of hogs; twenty acres of growing corn; ten acres of oats in shock; about ten acres of hay; one two-horse farm wagon; buggy, grain drill, harness, farm implements, and machinery; in all of the value of at least fifteen hundred dollars.

Defendant is also seized and possessed of real estate of the value of Five Thousand and Six Hundred Dollars, described as follows:- "Situated in the Township of Thompson, in the County of Delaware in the State of Ohio, and described by metes and bounds as follows:-

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Being part of Survey 3020 Virginia Military District, Beginning at the Southwest corner of John Milligan's farm; thence South fourteen and one half degrees, East thirty-four poles to a stake in the road; thence S. seventy-seven and one half degrees East 30.52 poles to a stake in said road (Southeast corner of Thomas Lavender's land); thence South seventy-five degrees, West 43.68 poles to a stake in the East line of Vance and in the South line of said Lavender's land; thence South fifteen degrees East. 66.76 poles to a stake in "Smoky Row" road; thence North seventy-five degrees, East 108 poles along said road to a stone in the middle thereof, thence North fifteen degrees West 131 poles to a stake in the South line of said Milligan's land; thence South seventy-five degrees, West 69 poles to the place of Beginning, Containing 70.2 acres of land."

Defendant also has in his possession property belonging to the plaintiff which he refuses to permit her to have, consisting of Silver table ware, china ware, a parlor lamp, quilts and other bed clothing, personal clothing of plaintiff, and other minor articles. Defendant is about to dispose of all of his said chattel property, and is about to dispose of or incumber his said real estate so as to defeat plaintiff from obtaining alimony therein.

Therefor, plaintiff prays for alimony for her sustenance and expenses during the pendency of this action; that defendant during such time be enjoined from in any manner disposing of or incumbering his said property, or any part thereof; that he be so enjoined from disposing of any of plaintiff's said property in his possession and ordered to turn it over to her; and that upon the final hearing of this cause she be divorced from defendant, and restored to her maiden name of Della Hoover, and decreed reasonable alimony out of defendant's property and such other relief as the Court may deem just and equitable.

J. F. Millar, Atty. for Plaintiff.

State of Ohio, Union County ss.

Della Jones, being first duly sworn, says that she is the plaintiff in the above entitled action for divorce and alimony, and that the facts stated and allegations made in her foregoing petition are true.

Della Jones.

Subscribed in my presence and sworn to before me by the said Della Jones, this 26th day of July, 1904.

(Seal) — J. F. Millar, Notary Public.

Precipe — To the Clerk of said Court:-

Issue Summons for the defendant, indorsed "injunction allowed," and accompanied by a copy of the foregoing petition, directed to the Sheriff of Delaware County, returnable according to law.

J. F. Millar, Atty. for Plaintiff.

8328

Summons — On July, 27th, 1904, the following Summons was issued:-

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

You are commanded to notify William G. Jones that Della Jones has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a copy of which is herewith served on him) charging him with extreme cruelty &c, and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of 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 8th day of August, A.D. 1904, Witness my hand and the seal of said Court at Marysville, this 27th day of July, A.D. 1904, (Seal) Chas. Funhorwood, Clerk.
Indorsed: "Summons in action for divorce, Injunction allowed"

Sheriff's Return,

Received 10 o'clock A.M. on the 28th day of July, A.D. 1904, and on the 28th day of July, A.D. 1904, I served the same upon the defendant by handing to him, a true copy thereof together with a certified copy of the petition in this case.

Sheriff's Fees:- $3.52. A.C. Williamson, Sheriff.

8328 Entry — On August 15th, 1904, the following Entry was filed:-

Della Jones.
vs. Court of Common Pleas, Union County, Ohio.
William G. Jones.

It being made to appear to the undersigned Judge of said Court at Chambers that the parties to this action have agreed that the defendant shall pay to the Clerk of this Court on or before the first day of September, 1904, the sum of Twenty Dollars, and said sum of Twenty Dollars on or before the first day of each and every succeeding month during the pendency of this action, in full of alimony for plaintiffs sustenance and expenses during said time; it is accordingly so ordered. It is further ordered that upon default of any such payment for five days after due, execution be allowed to issue therefor.

Duncan Dow, Judge of said Court.

8328 Entry — On Oct. 24th, 1904, the following Entry was filed:-

Della Jones.
vs. Court of Common Pleas, Union County, Ohio.
William G. Jones.

This cause came on to be heard upon the petition and the evidence this 24th day of October, 1904, and on consideration thereof the Court 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 were married as in the petition set forth; and the defendant was duly served with summons and a copy of the petition herein on the 28th day of July, 1904.

The Court further find upon the evidence adduced that the defendant has been guilty of extreme cruelty and gross neglect of duty towards plaintiff as stated in her petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for in the petition.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Della Jones and William G. Jones be, and the same hereby is, dissolved, and both parties are released from the obligations thereof. And it is further ordered that the plaintiff be, and hereby is, restored to her maiden name of Della Hoover. And it being further made to appear to the Court

that the parties to this action have agreed by and between themselves in settlement of alimony to be paid plaintiff by defendant, that he shall forthwith pay to the Clerk of this Court for her the sum of One Thousand Dollars, in lieu of all her right, title and interest in and to the real estate of the defendant by way of dower or otherwise, resulting to her from the marriage relation heretofore existing between them, and as a reasonable allowance out of the property of the defendant, real and personal, by way of alimony, and that he will permit her to take peaceable possession of her goods and chattels mentioned in her petition now in his possession; and that thereupon plaintiff will release defendant from all further claims on account of alimony, and in consideration thereof, will release her inchoate right of dower in his real estate in the petition described by good and sufficient deed.

And the Court on consideration thereof, approves and confirms said agreement, and it is therefore further ordered by the Court that the defendant pay the plaintiff as her reasonable alimony the said sum of One Thousand Dollars, by forthwith paying the same to the Clerk of this Court; and the same is hereby made a lien upon the real estate of the defendant in the petition described, until paid. And it is further ordered that upon such payment plaintiff release to defendant her right and expectancy of dower in his said real estate in the petition described by good and sufficient deed of release thereof; and that upon her refusal or failure so to do for five days after the full sum of said alimony has been paid into Court as herein provided, this decree shall operate as and have full effect of such deed of release, and the temporary injunction heretofore allowed by the Court herein is dissolved.

It is further ordered that the defendant permit the plaintiff to take peaceable possession of the goods and chattels belonging to the plaintiff now in his possession.

It is further considered by the Court that the plaintiff recover from the defendant her costs herein taxed at $56.^{53}/$_{100}$, and in default of payment thereof or of the whole or any part of said sum of One Thousand Dollars adjudged to her as alimony for the space of five days, execution is allowed to issue therefor.

Attest: Chas. C. Feathorwood, Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union and State of Ohio, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the September Term, A.D. 1904.

Be it remembered that heretofore, towit, on September, 11th, 1903, the following Answer of Defendant on Appeal was filed with the Clerk of said Court:-

8201 Answer.

Robert Neal ——— Plaintiff.

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

William Stephens, George Stephens, and Henry Stephens, as partners, under the firm name of Stephens Brothers ——————— Defendants.

Now come the above named defendants and file this their answer to the plaintiff's claim and say:- That on the 10th day of June, 1903, the plaintiff commenced an action against said defendants before J.A. Kennington, a Justice of the Peace in Union Township, Union County, Ohio, and such proceedings were had in said action that upon trial had on the 23rd day of June, 1903, the said Justice rendered a judgment in favor of the plaintiff and against the said defendants in the sum of Sixty-seven Dollars and Fifty cents, together with the costs of said action. The defendants duly filed an appeal bond in said Justice's Court in the said action on the 30th day of June, 1903, and on the same day procured from said Justice and filed in this Court a transcript of the said judgment and proceedings before the said Justice of the Peace and had said appeal docketed in this Court on the said 30th day of June, 1903; all of which will appear from the records and files of this Court. The defendants further say that the plaintiff has neglected and failed to file any petition in said action in this Court and has failed to prosecute his said action herein.

The defendants say that they filed a bill of particulars in said Justice's Court duying the plaintiff's claim and setting up certain offsets and counter claims which they have, and still have against the plaintiff, which original bill of particulars was transmitted to the Clerk of this Court with the other original papers, and the same is now filed herein.

The defendants deny all the allegations of the plaintiff in his said bill of particulars and by way of off set and counter claim say that there is due defendants from the plaintiff as follows:-

March, 1903. To costs in A.H. Kollfrath's Court adjudged against plaintiff and paid by the defendants —$9.50; March, 1903, to ½ of 740 shocks of corn at 37 cents per shock - $136.90; To use of dwelling house from March, 1st, 1903 to March, 20th, 1903, - $15.00; To damage to wheat crop of 1902, by plaintiff suffering his cattle, hogs and cows, and horses to run over and trample upon the same - $10.00.

Defendants give plaintiff credit for corn, $38.00, leaving a balance due the defendants from plaintiff of $133.40.

Wherefor, the defendants ask judgment against the plaintiff for said sum of $133.40, and for all proper relief.

J.L. Cameron, Attorney for William Stephens, George Stephens and Henry Stephens, Defendants.

8201 Entry

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8201 Motion

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8201 Entry

Robert … Stephen…

The State of Ohio, Union County ss,
J.L Cameron, being first duly sworn says that he is the Attorney for the above named defendants duly authorized in the premises; that said defendants are non-residents of the said County of Union, and the affiant believes the facts stated and allegations made in the foregoing answer to be true.
J.L. Cameron.
Sworn to before me and signed in my presence this 11th day of September, 1903.
(Seal) Chas C Leathorwood, Clerk

8201 Entry
On Oct. 12th, 1903, the following Entry was filed:-
Robert Neal.
Vs.
Stephens Brothers.
Court of Common Pleas, Union County, Ohio.

This day came the defendants and the plaintiff still being in default for petition or other pleading, the defendants waived a Jury and submitted this cause to the Court upon the answer of the defendants and the evidence. On consideration whereof, the Court being fully advised in the premises finds in favor of the defendants upon the counterclaim set forth in defendants answer, and that there is due the defendants from the plaintiff thereon the sum of one Dollar. It is therefore adjudged by the Court that the defendants recover from the plaintiff the said sum of one dollar and their costs herein expended and that the plaintiff pay his own costs, and execution is awarded therefor.

8201 Motion
On Oct. 15th, 1904, the following Motion was filed:-
Robert Neal — Plaintiff.
Vs.
Stephens Bros. - Defendants.
Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff, Robert Neal, and moves the Court to vacate and set aside the judgment heretofore rendered herein against him and in favor of said defendants, Stephens Bros,, at the September Term of this Court, A.D. 1903, for the sum of One Dollar and — Dollars costs, and that he be let in to prosecute his claim herein against said defendants, and to defend against defendants' action, for the reasons following:-
First:- That there was irregularity in the obtaining of said judgment.
Second:- That there was unavoidable casualty and misfortune preventing the plaintiff from prosecuting the above action.
Third:- He herewith offers to file a petition setting up his cause of action and a full reply to the answer on appeal of defendants, and submits himself to the Courts order in relation to the payment of the costs of said action, hereby offering to perform the same, as to the Court it may seem just and equitable to make.
James E. Robinson, Atty for Robert Neal.

8201 Entry
Robert Neal.
Vs.
Stephens Bros.
Court of Common Pleas, Union County, Ohio.
Oct. 24th, 1903.
This day this cause came on to be heard upon

the motion of the plaintiff to vacate the judgment heretofore rendered in this Court in this case, at the present term of this Court, and was argued by counsel and submitted to the Court; on consideration whereof the Court find that there was unavoidable casualty and misfortune preventing the plaintiff from prosecuting the above action, and that the plaintiff herein by reason thereof, is entitled to have the judgment in this case of October, 12th, 1903, vacated, It is therefor, ordered that upon payment of the costs of this term said judgment be vacated and leave given to the plaintiff to file petition herein, And thereupon came the plaintiff and paid the costs as above ordered, and filed petition in this cause; and said cause is continued,

8201 Petition

On October, 24th, 1903, the following Petition was filed.

Robert Neal — Plaintiff.
Vs.
Stephens Bros. — Defendants.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff, Robert Neal, and says that on the 9th day of April, 1902, he entered into an agreement with the defendants, Stephens Bros., whereby during the time intervening between said date, and the 1st day of March, 1903, he was to clean out the weeds and brush from the fence rows on a certain farm belonging to said defendant; also to clean out the weeds and brush from a certain pasture on said farm, also to clean out the weeds and brush from a certain orchard on said farm; and to burn all of said weeds and brush for which said defendants agreed to pay him the sum of Seventy-five Dollars when said work was completed. Plaintiff avers that he did all of said work according to said contract except about two days work, which defendant notified him not to perform. That the defendants has wholly refused and neglected to pay said plaintiff said sum of $75.00 or any part thereof. That the same is due and unpaid. Therefor plaintiff prays that he may have a judgment against the defendant, Stephens Bros, for said sum of Seventy-five Dollars with interest thereon from the 1st day of March, 1903, and for his costs herein.

James E. Robinson, Atty for Plaintiff.

The State of Ohio, Union County ss.

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

Robert Neal.

Sworn to before me and subscribed in my presence this 23rd day of October, 1903. (Seal) Chas. C. Southerwood, Clerk

8201 Answer & Cross-Petition

On December, 21st, 1903, the following Answer & Cross-petition was filed:-

Robert Neal — Plaintiff
Vs.
Stephan Bros. — Defendants.

Court of Common Pleas, Union County, Ohio.

Now come Stephan Brothers, defendants, in the above entitled cause, and for answer to the petition of the plaintiff say:- That the agreement mentioned in the plaintiff's petition is only part of the terms of a written agreement entered into between the

plaintiff and defendants on the 9th day of April, 1902, the whole of said written agreement being in the words and figures following, to-wit:-
"This article of agreement entered into this 9th day of April, 1902, between Stephan Brothers of the first part and Robert Neal of the second part, witnesseth, that the said first parties this day lease to the second party their farm of 144 acres in Union Township, Union County, Ohio, about one and one half miles from Milford Center, until March, 1st, 1903, upon the following terms:- Said second party is to farm the land heretofore selected and agreed upon by said parties in a good husbandlike manner, Said second party to furnish all seed and every thing necessary to put in cultivation, care for and harvest the crops, and each party to have half the grain at warehouse, or wherever same is to be sold. Second party to deliver at Market all grain, and is to have all pasture, and is to have privilege of moving any old fences on said farm to any place on said farm he may desire at his own expense, Said second party is to clean all weeds, brush, etc, out of all fence corners, and rows on said farm; also the pasture between Darby and the road, which said Stephan Brothers are going to fence; all brush and weeds are to be burned; also the brush and weeds in the apple orchard are to be cleaned out and burned by the second party, Said first parties reserve the wheat now growing on said farm, and said second party hereby agree to harvest said wheat when same is ripe and ready to harvest, said first party to pay the second party customary prices for doing same, All wood on said farm belongs to first party, For cleaning fence rows, orchard, pasture etc, said first party is to pay second party the sum of Seventy-five Dollars to be paid when work is done".

Defendants further say that in pursuance of the contract aforesaid, the said plaintiff took possession of said farm and farmed the same, and when his time expired and his term was ended under said contract, said plaintiff refused to vacate said premises, whereupon the defendants were compelled to and did serve a written notice on said plaintiff to vacate said premises and bring an action before A. H. Kolbrath, one of the Justices of the Peace in and for Union County, Ohio, to obtain possession of said premises; that said Justice entered a judgment ordering the said plaintiff to vacate said premises and to pay the costs of said action amounting to $9.50.

Defendants, therefore, for a first cause of action against the plaintiff, say that on account of the foregoing said plaintiff is indebted to them in said sum of $9.50, which defendants were compelled to and did pay to said Justice of the Peace, and which said plaintiff has not repaid to said defendants.

Second cause of Action:- Defendants, for a second cause of action say, that under and by virtue of the contract aforesaid, plaintiff raised about 740 shocks of corn on said farm, the one half of which the defendants were entitled to by virtue of said agreement which corn was reasonably worth 37 cents per bushel, and that said shocks would average two bushels per shock, amounting in all to the sum of $136.90. Plaintiff failed to deliver defendants' share of said corn at market or to defendants, except $38.00 worth,

3rd Cause of Action:- For a third cause of action defendants say that plaintiff used and occupied said farm and dwelling house from March, 1st, 1903, to March, 20th, 1903, in all 20 days, after the expiration of his term, as provided in said contract, which was reasonably worth the sum of $15.00.

4th Cause of Action:- For a fourth cause of action defendants say that plaintiff permitted his cattle, hogs and other live stock to trample upon and pasture about 20 acres of growing wheat on said farm, to the damage of the defendants in the sum of $10.00; that the plaintiff is entitled to a credit on all of the foregoing of $38.00, which defendants received in corn from said plaintiff.

Defendants further answering said petition say they deny each and every allegation contained in the petition herein not expressly admitted to be true, and especially deny that plaintiff cleaned out the brush and weeds from the fence rows and orchard as alleged in his petition, and did the other work as alleged therein. Therefore, defendants say that there is due them from the plaintiff, the sum of $133.40, for which amount they pray judgment, and for their costs.

J.L. Cameron & Waite & Dratan,
Attorneys for Defendants.

State of Ohio, Champaign County ss,
Charles H. Stephan, being duly sworn says that he is a member of the firm of Stephan Brothers of Urbana, Ohio, a partnership doing business in said City, and that the allegations contained in the foregoing answer and cross-petition, are true, as he verily believes.

Charles H. Stephan,

Sworn to before me by the said Charles H. Stephan, and by him subscribed in my presence this 19th day of December, A.D. 1903.
(Seal) George Waite, Notary Public.

8201 Reply — On January 4th, 1904, the following Reply was filed:-

Robert Straal — Plaintiff.
Vs.
Stephan Bros. — Defendants.
Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff herein and for reply to the answer and cross-petition of the defendant says that if the defendant paid $9.50 to A.H. Kollefrath, as alleged in the first cause of action of said answer and cross-petition that the same was paid without authority of this plaintiff. Plaintiff therefore denies that he owes said $9.50 or any other sum to this defendant on account of said alleged payment.

For a reply to second cause of action plaintiff says that he does not know the actual number of shocks of corn raised on the lands of the defendant but says the same could not have exceeded six hundred shocks. And defendant denies that whatever number of shocks of corn was raised on said lands would average two bushels per shock. For further reply to said second cause of action this plaintiff says that by reason of an unfavorable season and the poor lands on which the same was raised the said crop of corn was almost wholly a failure and that of the corn that was produced on said lands during said year this plaintiff delivered to the said defendants

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their full one half of the entire crop of corn. Plaintiff therefor denies that he is indebted to the defendant on said second cause of action in the sum of One Hundred and Thirty-six 99/100 Dollars, or any other sums.
For a reply to the third cause of action plaintiff says that he was unable to get possession of the dwelling he expected to and did occupy after leaving the lands of the defendant, and he did occupy the dwelling house on the lands of the defendant until the 10th day of March, 1903, for which he is indebted to the defendant for what the same is reasonably worth, but denies that he occupied said dwelling for any longer time than ten days, and denies that he is indebted to defendant therefor in the sum of $15.00.

8201 Entry

On Jan. 13th, 1904, the following Entry was filed:-

Robert Stral
Vs.
Stephan Bros.

Court of Common Pleas, Union County, Ohio.

This day came the parties herein, by their Attorneys also came the following named parties, as jurors, towit: George Daymude John Harris, Arthur Webb, Ray Blue, Edward Court, Geo. R. Linn, Fred Kile, George J. Barber, Sam Church, Elmer Cartmell, Max Chapman and Ross Reed, 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 in part, the Court adjourned the further hearing of this case until tomorrow morning at 9 o'clock.

8201 Entry

On January 14th, 1904, the following Entry was filed:-

Robert Stral
Vs.
Stephan Bros.

Court of Common Pleas, Union County, Ohio.

This day again came the said 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, and the argument of counsel, the Court adjourned the further hearing of this case until tomorrow morning at 9 o'clock.

8201 Entry

On January, 15th, 1904, the following Entry was filed:-

Robert Stal.
Vs.
Stephan Bros.

Court of Common Pleas, Union County, Ohio.

This day came the parties by their Attorneys: also came the Jury heretofore impaneled and sworn and the trial proceeds. 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 that there is due the plaintiff from the defendants, Stephan Bros. Thirty-seven and 50/100 Dollars, ($37.50), and we find that there is due the defendants, Stephan Bros. from the said plaintiff Robert Stral,

the sum of $12.50, leaving the amount due said Robert Steal $25.00".
Dated Jan. 15th, 1904. A. R. Webb, Foreman".

8201 Motion — On January, 16th, 1904, the following Motion was filed:-

Robert Steal — Plaintiff
Vs.
Stephan Bros. — Defendants.
Court of Common Pleas, Union County, Ohio.

Now come the said defendants and move the Court to set aside the verdict of the Jury, and for a new trial, and for grounds of their motion the defendants say:-

1. The verdict is not sustained by sufficient evidence.
2. The verdict is against and contrary to the weight of the evidence.
3. The verdict is contrary to law.
4th. There was error of law occurring at the trial and excepted to by the defendants at the time of the trial.
5th. The Court erred in its charge to the Jury.
6th. There was misconduct of the Jury and of the plaintiff.
7th. There was irregularity in the proceedings of the Court and Jury.

The defendants therefore move that the verdict be vacated and set aside and a new trial granted.

S.S. Drake and J.L. Cameron, Attys for Defts.

8201 Entry — On Feb. 17th, 1904, the following Entry was filed:-

Robert Steal.
Vs.
Stephan Bros.
Court of Common Pleas, Union County, Ohio.

This day this cause coming on to be heard upon the motion of the defendants to set aside the verdict, and for a new trial herein, the Court on consideration thereof, overrule the same.

It is therefore, considered by the Court that the said Robert Steal recover from the said Stephan Bros, the said sum of $25.00, as heretofore by the verdict of the Jury, found due him, with interest from the first day of this term, together with his costs herein expended.

To all which Rulings, orders and judgments of the Court the defendants by their counsel then and there excepted.

8201 Entry — On March, 24th, 1904, the following Entry was filed:-

Robert Steal.
Vs.
Stephan Bros.
Court of Common Pleas, Union County, Ohio.

Now comes the defendants Stephan Bros. and present to the Court their certain bill of Exceptions herein, which being found by the Court to be true, is settled, allowed and signed and on motion is hereby made part of the record of this case.

8201 Mandate — On Nov. 10th, 1904, the following Mandate from Circuit Court was filed:-

Mandate from the Circuit Court.

At a term of the Circuit Court within and for the County of Union in the State of Ohio, began and held [illegible]

Hon. James H. Day and Hon. Caleb H. Norris, Presiding Judges, at Marysville, on the 5th day of October, A. D. 1904, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

No. 189. Stephan Bros, Vs. Robert Neal.

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, Ohio, and was argued by counsel.

On consideration whereof the Court find that there is no error apparent on the record of said proceedings and judgment.

It is therefore considered by the Court that the judgment aforesaid be, and the same hereby, is affirmed; and that the defendant in error, Robert Neal, recover from the plaintiff in error, Stephan Bros, his costs herein expended.

And the Court being of the opinion that there were reasonable grounds for proceedings in error, allow no penalty.

Ordered that a special Mandate be sent to the Court of Common Pleas of said 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.

I, Chas. C. Leuhorwood, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the seal of said Court this 10th day of November, A. D. 1904. (Seal) Chas. C. Leuhorwood, Clerk Circuit Court.

State of Ohio, County of Union, Circuit Court of Ohio, within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union, Ohio, Greeting:-

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 Stephan Bros, Vs. Robert Neal, into execution.

Witness, Chas. C. Leuhorwood, Clerk of our said Circuit Court, at Marysville, Ohio, this 10th day of November, A. D. 1904.

(Seal) Chas. C. Leuhorwood, Clerk.

Attest:- Chas C Leuhorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union and State of Ohio, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow Judge of said Court at the September Term, A.D. 1904.

Be it remembered that heretofore, towit, on the 27th day of May, 1904, the following Petition was filed with the Clerk of said Court, towit:-

8308 Petition

Aaron B. Robinson, as Executor of Ozias Culver, deceased, and Polly Smith, Orange Culver, Deborah Jackson, Ebenezer Culver, Louisa Davis, Leander Culver and Frank B. Lewis - Plaintiffs.

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

Oliver Shaw and Thaddeus Woods ——— Defendants.

The said plaintiff, A. B. Robinson, says that he is the Executor of Ozias Culver, deceased, duly appointed and qualified as such by the Probate Court of said County on the 27th day of February, 1904.

That said Ozias Culver on the 1st day of December, 1902, made and executed his last will and testament, a copy of which is hereto attached, in which among other things he made the following provisions in regard to his estate:-

Item 3rd:- I desire and direct that all my property real and personal shall be divided equally among all my children, share and share, alike; to my daughter Polly Smith, one sixth, to Orange Culver, one sixth to Deborah Jackson, one sixth, to Ebenezer Culver, one sixth, to Louisa Davis, one sixth, and to Leander Culver, one sixth; and if either of my said children shall have died before my death then the share of said deceased one shall go to the children of the parent, if any children are left by said deceased one.

Item 4th:- I appoint A. B. Robinson, the Executor of this my last will, and authorize him to sell any or all of my property real and personal at public or private sale, and to make deeds of conveyance to the purchaser, of my real estate, the same as I could have done if living, and if the land is sold before my death then the proceeds of the sale shall be divided the same as above directed, towit, share and share, alike.

That said will was duly probated by said Probate Court on the 27th, day of February, 1904, and admitted to record in the Records of Wills of said Court.

That said Ozias Culver died on the 20th day of February, 1904, seized of 69 acres of land in Liberty Township of said County, which was all the real estate owned by said decedent at the time of his death.

The said real estate is described as follows:- Beginning at a stone in the center of the Broadway and Nebo Road; thence S. 76 W. 46 poles to a stone; thence with three connection lines of said land N. 13. W. 30 poles to a stone; thence N. 12. E 146. $\frac{60}{100}$ poles to a stone; thence N. 77 W. 28 $\frac{50}{100}$ poles to a stone; thence N. 12 E. 32 poles to a stake; thence S. 77 E. 83 $\frac{30}{100}$ poles to a stake; thence S. 12 W. 185 poles to the beginning, containing 69 acres and being part of Surveys 5778, 5641, 5806 and 6495.

That on the 4th day of April, 1904, said Executor in pursuance of the provisions of said Will, and the authority therein conferred upon him entered into a written contract of sale of said real estate to Frank B. Lewis of said County and thereby bound himself, as said Executor

to convey said land to said Lewis as soon as the purchase money should be paid according to the terms of said contract, and when said Executor should procure for said Lewis a good and sufficient abstract of title to said land which said Executor agreed to do, and that said Lewis is willing and ready to perform his part of said contract when said abstract is obtained assuring him that the title to said land is clear and unincumbered.
That the plaintiffs, Polly Smith, Orange Culver, Deborah Jackson, Ebenezer Culver, Louisa Davis and Leander Culver, are the devisees of the said Ozias Culver, dec'd, and are each entitled to the one sixth undivided part thereof by the provisions of said Will.
That by the illegal and wrongful act of said defendants, Oliver Shaw and Thaddeus Woods, said Executor is and has been hindered and prevented from obtaining and furnishing to said Lewis an abstract as aforesaid and from completing said contract of sale.
That the said Frank B. Lewis has entered into a written contract for the purchase of said land from the said Executor, and awaits an abstract of title that he may complete said contract, which said Executor is bound by his contract to furnish before he can recover the purchase money.
That at the January Term, 1896, of the said Court of Common Pleas, Jacob Borsel recovered a judgment against said defendants, Oliver Shaw and Thaddeus Woods, and others including Leander Culver one of the said devisees; but plaintiffs do not know how much remains unpaid thereof, and said defendants claim a part thereof is unpaid, and that said judgment remains in full force. That said defendants now own said judgment and the same was on the — day of — sold, assigned and transferred to them for a valuable consideration.
That on the 23rd day of February, 1904, the said defendants, Oliver Shaw and Thaddeus Woods caused a writ of execution to issue from said Court upon said judgment and to cause a levy to be made upon the undivided one sixth part of the land hereto for described as the property of Leander Culver aforesaid and insist and claim that said levy created a lien on said land.
That said levy was wrongfully and illegally made and is void and of no effect but creates a cloud upon the title of said land and hinders and delays said Executor and plaintiffs from completing said contract to the great and irreparable damage of plaintiffs and unless restrained by the order of this Court would prevent said sale.
That said defendants contemplate and threaten and unless so restrained and enjoined by this Court will proceed to advertise and sell said land under said levy to the great and irreparable damage of plaintiffs.
That in fact defendants have no interest in said land and said levy is illegal and wrongful and therefore void.
Therefore, plaintiffs ask that an order issue from this Court to enjoin and restrain said defendants from enforcing said levy against said real estate and from proceeding under said levy to sell said land, and that upon final hearing that said injunction be made perpetual, and for such other and further relief as shall be right and proper, and for their costs herein expended.

Robinson & Woodburn, Attys for Pltffs.

State of Ohio, Union County ss,
A. B. Robinson, being first duly sworn says that he is

one of the plaintiffs and personally knows of the statements made in the foregoing petition, and that the statements therein made are true.

A. B. Robinson.

Sworn to before me and subscribed in my presence this 26th day of May, 1904. (Seal) Milton Haines, Deputy Clerk.

Copy of Will.

Know all men by these presents:- That, I. Ozias Culver of Union County, and State of Ohio, do hereby revoke all former wills executed by me and now make and publish this my last will and testament.

Item 1st:- I direct that all my debts and funeral expenses, including my last sickness be first paid out of my estate.

Item 2nd:- I direct that my Executor erect a suitable monument to my grave.

Item 3rd:- I direct and desire that all my property both real and personal shall be divided equally among all my children, share and share alike; to my daughter, Polly Smith, one sixth, to Orange Culver, one sixth, to Deborah Jackson, one sixth, to Ebenezer Culver, one sixth to Louisa Davis one sixth and to Leander Culver, one sixth: and if either of my said children shall have died before my death, then the share of such deceased one shall go to the children of the parent if any children are left by such deceased one.

Item 4th:- I appoint A. B. Robinson, the Executor of this my last will and authorize him to sell any or all of my property real or personal at public or private sale and to make deeds of conveyance to the purchaser of my real estate, the same as I could have done if living, and if the land is sold before my death then the proceeds of the sale shall be divided the same as above directed, to-wit, share and share alike.

In testimony whereof I have hereunto set my hand this 1st day of December, 1902,

Ozias Culver.

Signed in our presence by Ozias Culver as his last will and by us subscribed in his presence at his request as witnesses,

R. L. Woodburn.

A. B. Robinson.

8308 Waiver — On May 27th, 1904 the following Waiver was filed.

We hereby waive the issuing and service of Summons in this case, and acknowledge service of Notice of the prayer of the foregoing petition for an Injunction, and hereby enter our appearance hereto.

Oliver Shaw and Thaddeus Woods
By F. A. Thompson, their Attorney.

8308 Entry — On June 4th, 1904, the following Entry was filed:-

Aaron B. Robinson Ex. et. al.
vs.
Oliver Shaw et. al.

Court of Common Pleas, Union County, Ohio.

A temporary injunction is allowed as prayed for herein, until the further order of a Court of competent jurisdiction, or a Judge thereof.

June 4th, 1904.

Duncan Dow,
Judge of Court of Common Pleas
in and for Union Co. Ohio.

8308 Entry — On Oct
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8308
Entry

On October, 13th, 1904, the following Entry was filed:-
A. B. Robinson, Ex. et. al.
Vs. Court of Common Pleas, Union County, Ohio.
Oliver Shaw et. al.

This day came the parties hereto, and thereupon this cause came on to be heard by the Court upon the pleadings and evidence, and the Court being fully advised in the premises finds for the Plaintiffs.

It is therefore, considered, ordered, adjudged and decreed by the Court that the levy heretofore caused to be made by the defendants upon the real estate described in plaintiffs' petition, be declared to be null and void, and of no effect and the same is hereby set aside, and the sale and conveyance of said land by said Executor to said Frank B. Lewis is declared to be free from any lien by reason of said levy.

It is further ordered and adjudged by the Court that the plaintiffs pay the costs of this proceeding and that defendants recover their costs herein expended taxed at $—.

Attest: Chas. C. Southorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the September Term, A. D, 1904.

Be it remembered that heretofore, towit, on April, 1st. 1904, the following petition was filed with the Clerk of said Court, towit:-

8296 Petition

George W. Ream, — Plaintiff.

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

Matthias Ream, Elizabeth Ream, Delia Ream. Walter Shirk, Vera Tarpening, Jerusha Poling, Serena Newlove, Edward Poling, Blanche Ream, Myrtle Ream, Nelva Ream, and Bessie Ream, — Defendants.

The plaintiff, George W. Ream, by way of petition for partition respectfully represents to the Court, and says that on or about the 25th day of February, 1901, one Samuel Ream of Union County, Ohio, died intestate seized of an estate in fee simple in the following lands and tenements situate in said County of Union and State of Ohio, and described as follows:- Being part of Survey No. 12308, and the whole of Lot No. 5 of the sub-division of said Survey; Beginning at two hickories and an ironwood Northeast corner to Lot No. 3. and Southeast corner to Lot No. 4 of said Sub-division of said Survey; thence with the line of Lot No. 4 N. 36° 50' W. 139 poles to two sugar trees and birch N. East corner to said Lot No. 4; thence N. 50° 50' E. 137 poles to a lynn and ironwood and dogwood; thence S. 36° 50' E. 139 poles to two ashes, and a sugar tree, North East corner to Lot No. 2; thence with the line thereof S. 50° 50' West 137 poles to the beginning, containing One Hundred and Nineteen Acres, more or less.

Also the following piece of land, part of said Survey No. 12308, and part of Lot No. 4 of the sub-division of said Survey, beginning at the corner of said Samuel Ream's Sen. land in the center of the road leading from the Marysville and Bellefontaine Pike to Newton; thence with said road and line of Thomas Cowgill, S. 52° 15' W. 24 poles to a stake; thence N. 35° W. 40 poles to said Samuel Ream's land; thence with Ream's line N. 52° 10' E. 24 poles; thence S. 35° 35' E. 40 poles to the place of beginning containing six acres of land more or less.

Also the following piece of land, part of said Survey 12308, and bounded and described as follows; Part of Lots No. 4 and 9 of the Sub-division of said Survey, and described as follows:- Beginning at a stone in the Southwest side of S. Ream's land; thence with Alden Andrew's line S. 52° 15' W. 28 poles to a stone thence N. 35° 35' W. 120 poles to a stone; thence N. 52° 10' E. 28 poles to a stone; thence S. 35° 35' E. 120 poles to a stone the place of beginning, containing 21 acres more or less.

Also the following parcel of land in same Survey and part of Lot No. 4, bounded and described as follows:- Beginning at a stake in the line of Thomas Cowgill's, thence with the line of Edward Nash's land N. 35° W. 40 poles to a stone; thence N. 52° E. 16 poles to a stake; thence with Alden Andrew's line S. 35° E. 40 poles; thence with Cowgill's line 16 poles to the place of beginning, containing 4 acres more or less.

Also the following parcel of land, part of Lots No. 4 and 9 in the same Survey, No. 12308, bounded and described as follows:-

Beginning at a stake in the Southwest corner of William Holycross' lands, and thence with the line of Thomas Cowgills land S.52° 15' W. 10 poles to a stake; thence with William Robinson Jr. line N.35° 35' W. 160 poles to a stake; thence N. 52° 10' E. 22 poles to a stake; thence 35° 35' E. 120 poles to a stake S.50° 15' W. 12 poles to a stake; thence S.35° 10' E. 40 poles to the place of beginning, containing 19 acres more or less, Making a total of One Hundred and Sixty-nine Acres, more or less in the aforesaid described lands left by said Samuel Ream, Sen. deceased.

That said premises descended to the following persons, towit:- Your petitioner, George W. Ream, a son of the deceased, Samuel Ream, Sen, the undivided one sixth part; to Matthias Ream, of the State of Indiana, one undivided one sixth part; to Elizabeth Ream of Warren County, Ohio, a daughter of the deceased, one undivided one sixth part; to Delia Ream of Union County, Ohio, another daughter of the deceased, one undivided one sixth part; to Walter Shirk, Dera Tarpening, Jerusha Poling, Serena Newlove, and Edward Poling, all of Union County, Ohio, each the one thirtieth undivided part thereof; to Blanche Ream, Myrtle Ream, and Velva Ream, all of Union County, Ohio, are each entitled to the undivided one twenty-fourth part thereof; and Bessie Ream of Hardin County, Ohio, is entitled to the undivided one twenty-fourth part thereof.

Your petitioner therefore prays that said Matthias Ream, Elizabeth Ream, Delia Ream, Walter Shirk, Dera Tarpening, Jerusha Poling, Serena Newlove, Edward Poling, Blanche Ream, Myrtle Ream, Velva Ream and Bessie Ream be made parties herein, and your petitioner desiring to hold his said interest in severalty prays that partition of said premises be made, or if the same cannot be partitioned without manifest injury then that the same be sold or other order be taken according to law in such case made and provided.

J. M. Kennedy, Atty for Plaintiff.

The State of Ohio, Union County ss.

George W. Ream, being duly sworn, says the facts and allegations of the foregoing petition are as he believes true.

George W. Ream

Sworn to and subscribed before me by the said George W. Ream, this 1st day of April, 1904. (Seal)

J. M. Kennedy, Notary Public

To Clerk:-

8296 Precipe — Issue a summons to the Sheriff of Union County, Ohio, for Delia Ream, Walter Shirk, Dera Tarpening, Jerusha Poling, Serena Newlove, Edward Poling, Blanche Ream, Myrtle Ream, and Velva Ream, returnable according to law, indorsed "Partition of Real Estate prayed for."

J. M. Kennedy, Atty for Plaintiff.

8296 Summons — On April, 1st. 1904. the following Summons was issued. The State of Ohio, Union County ss. — To the Sheriff of Union County:- You are hereby commanded to notify Delia Ream, Walter Shirk, Dera Tarpening, Jerusha Poling, Serena Newlove, Edward Poling, Blanche Ream, Myrtle Ream, and Velva Ream that they have been sued in the Court

of Common Pleas of Union County and must answer by the 30th day of April, 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 11th day of April, A.D. 1904.
Witness my hand and the seal of said Court this 1st day of April, A.D. 1904.
(Seal) Chas. C. Leuhorwood, Clerk.

Sheriff's Return,
Received this writ April 2nd. A.D. 1904, at 8 o'clock A.M. and served same by personally handing to Serena Newlove, April, 4th, Vera Tarpening April 7th, Delia Ream, April, 8th, Edward Poling, April 8th, and Jerusha Poling, April, 9th, and by leaving at the usual places of residence of Blanche Ream, April, 8th, Myrtle Ream, April, 8th, Velva Ream, April, 8th, and Walter Shirk, April, 10th, true and certified copies of this writ with all the endorsements thereon on the dates above mentioned,
Fees:- $7.60.
S. F. Burnham, Sheriff
By Allen Haines, Deputy.

8296 Waiver

8296 Entry

8296 Summons

On April, 21st. 1904, the following Summons was issued:-
The State of Ohio, Union County, ss. — To the Sheriff of Hardin County:-
You are hereby commanded to notify Bessie Ream that she has been sued by George W. Ream in the Court of Common Pleas of Union County, and must answer by the 21st day of May, 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 2nd day of May, A.D. 1904. Witness my hand and the seal of said Court this 21st day of April, A.D. 1904. (Seal) Chas. C. Leuhorwood, Clerk.

Sheriff's Return,
The State of Ohio, Hardin County ss,
Received this writ April 23rd. A.D. 1904, at 10 o'clock a.m. and served same by handing a true copy of this writ with all the endorsements thereon April, 27th, 1904, personally to Bessie Ream,
Fees:- $1.67.
Benj. F. Scott, Sheriff Hardin Co. O.

8296 Waiver

On April, 21st. 1904, the following Waiver was filed:-
George W. Ream.
Vs. Court of Common Pleas, Union County, Ohio.
Matthias Ream et. al.
I, Matthias Ream of — State of Indiana, hereby waive the issuing and service of summons, or the publication of notice in the above case, and hereby enter my appearance herein. Matthias Ream.

8296 Waiver

On April, 21st. 1904, the following Waiver was filed:-
George W. Ream,
Vs. Court of Common Pleas, Union County, Ohio.
Matthias Ream et. al.
I, Elizabeth Ream of Franklin, Warren County, Ohio, hereby waive the issuing and service of summons in this case and hereby enter my appearance herein. Dated April, 10th, 1904.
Elizabeth Ream,

8296 Writ of Partition

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On April, 25th, 1904, the following Waiver was filed:-
George W. Ream.
Vs. Court of Common Pleas, Union County, Ohio.
Mathias Ream et al.

I, Bessie Ream, one of the defendants in the above action, not waiving any rights I have in the above case, hereby waive the issuing and servic of summons in this case and by these presents hereby enter my appearance to this action, as well as all questions of time.
Dated April, 25th, 1904. Bessie Ream.

8296
Entry

On May, 31st, 1904, the following Entry was filed:-
George W. Ream.
Vs. Court of Common Pleas, Union County, Ohio.
Mathias Ream, et al.

And now this cause coming on to be heard upon the petition of the plaintiff and the defendants having been legally notified of the pendency and demand of said petition, and that all are in default for answer thereto, Thereupon the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the relate described in the petition, That the plaintiff, George W. Ream, has a legal right to the one sixth part thereof; the defendant, Mathias Ream has a legal right to the one sixth part thereof; the defendant, Elizabeth Ream has the legal right to one sixth part thereof; that Delia Ream has the legal right to the one sixth part thereof; that Walter Shirk, Vera Tarpening, Jerusha Poling, Serena Newlove, and Edward Poling eah have a legal right to the one thirtieth part thereof; and that Blanche Ream, Myrtle Ream, Nelva Ream, and Bessie Ream, are each entitled to the one twenty fourth part thereof; and that the plaintiff is entitled to have partition of said estate as prayed for in his petition.

It is therefore, ordered and adjudged and decreed that partition of said state be made in favor of all the parties in interest, and Samuel Robinson, L. W. Cline, and O. B. Eaton, three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same; and it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of said Commissioners above named the same to be set off and divided to each of the above named parties that part of said estate to which they are severally above found entitled if the same can be done without manifest injury to the same, if not then that the same be appraised at its true value in money, and of his proceedings herein said Sheriff is ordered to make due return forthwith of this writ.

8296
Writ of
Partition

On May, 31st, 1904, the following Writ of Partition was issued:-
The State of Ohio, Union County ss. In Common Pleas Court.
To the Sheriff of said County:-

Pursuant to an order of our said Court of Common Pleas within and for said County at the March Term A. D. 1904, in a certain cause No. 8296, now pending in said Court, wherein George W. Ream, plaintiff and Mathias Ream et al. defendants

you are commanded that without delay by the oaths of Samuel Robinson, L. M. Cline and O. B. Eaton, three judicious and disinterested freholders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose you cause partition to be made of the following discribed premises, situate in the County of Union, and State of Ohio, Towit:-(Same as discribed in Petition herein.) among the persons named herein, and in the following proportions, towit:-

To George H. Ream one sixth part.
To Mathias Ream one sixth part.
To Elizabeth Ream one sixth part.
To Delia Ream one sixth part.
To Walter Shirk one thirtieth part.
To Vira Tarpening " " part.
To Jerusha Poling " " part.
To Serena Newlove " " part.
To Edward Poling " " part.
To Blanche Ream one twenty-fourth part.
To. Myrtle Ream " " " part.
To Velva Ream " " " part.
To Bessie Ream " " " part.

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, 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 31st day of May, 1904. (Seal) Chas. C. Rathorwood, Clerk

Sheriff's Return.

As commanded by the forgoing writ, I have executed the same by the oaths of L. M. Cline, Samuel Robinson and O. B. Eaton causing partition and a new and amended description to be made of the premises in said writ describd; and the said Commissioners being of the opinion that 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 31st day of May 1904.

Sheriff's Fees:- $4.00 :- Commissioners Fees: $3.00.
Andrew S. Mowry-For Discription & plat $5.00.

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

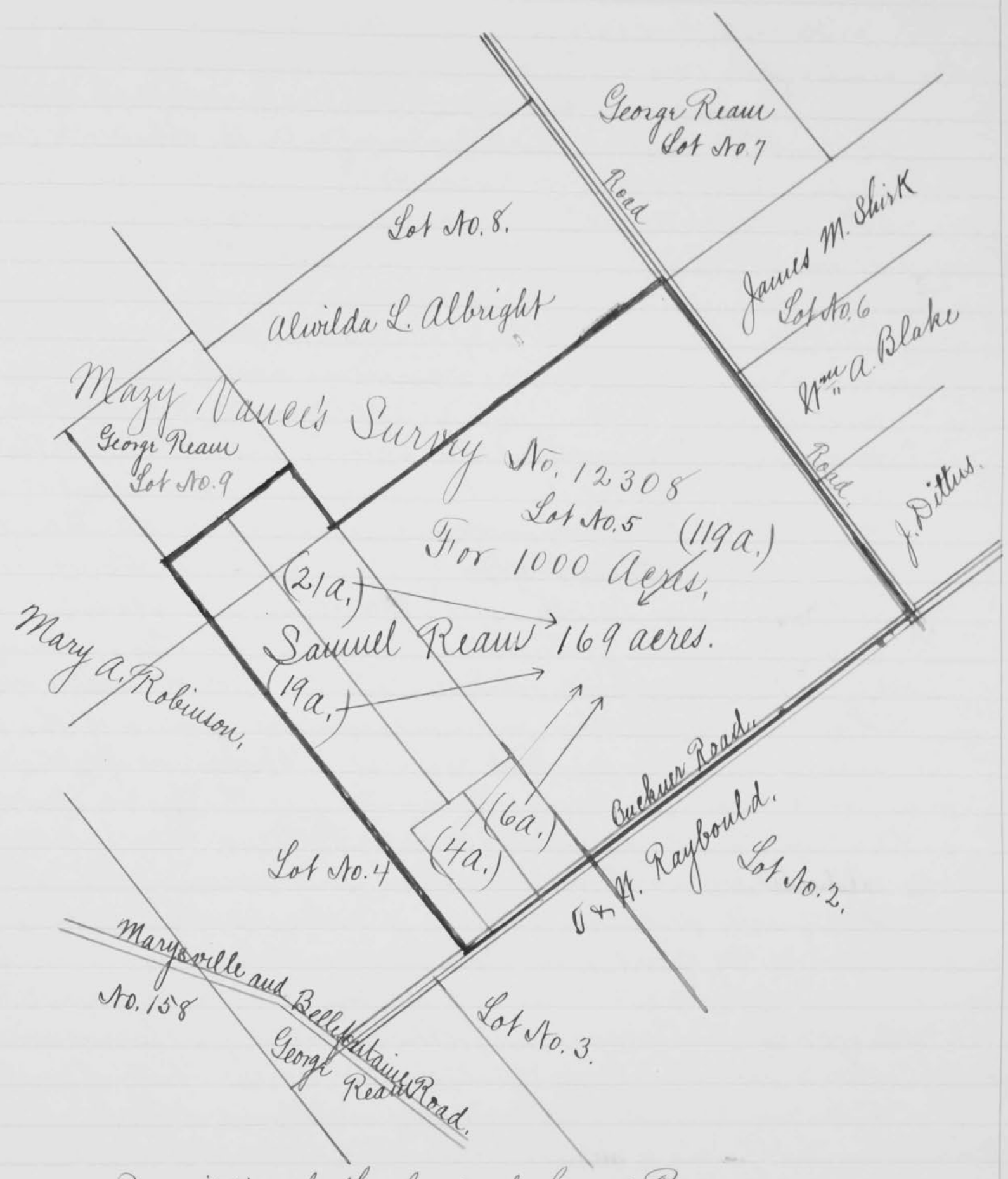
Commissioners Report.

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 of the premises, are of opinion that the said estate cannot be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at Thirty ($30) Dollars per acre; and have caused a new and amended discription to be made of the premises, which is made a part of this return.

Given under our hands this 31st day of May, 1904.

L. M. Cline,
Samuel Robinson
O. B. Eaton } Commissioners

Plat of the Lands of Samuel Reams.



Description of the lands of Samuel Reams.

Premises situate in the State of Ohio, County of Union and State of Ohio, and Township of Allen and part of Survey No. 12308; bounded and described as follows:- Being the whole of Lot No. 5 and a part of Lots No. 4 and 9 of the division of said Survey No. 12308 and described as beginning at a stone (witnessed by two hickories and Ironwood) Northeasterly corner of Lot No. 3, and Southeasterly corner of Lot No. 4 of said division, and in the center of the Buckner Road; thence with the dividing line of said Lots No. 3 and 4 (and center of said Road) South 52° 15' West 50 poles to a stone Southeasterly corner of Mary A. Robinson's land; thence with the Easterly line of said land North 35° 30, West 160 poles to a stone Southwesterly corner to George Reams's land; thence with the Southerly line of said land North 52° 15' East 50 poles to a stone Southeasterly corner of said George Reams's land in the Westerly line of Lot No. 8 of the division of said Survey No. 12308; thence with said line South 35° 30' East 21 poles to a stone (witnessed by two sugars and a beech) Southwesterly corner to said Lot No. 8; thence with the Southerly line of said Lot North 52° 30' East 137 poles to

a stone (witnessed by a Lynn, & Ironwood and Dogwood) Southeasterly corner to said Lot No. 8, and Northeasterly corner of Lot No. 5 of said division and in the center of a public road; thence with the Easterly line of said Lot No. 5 (and center of said road) South 35° 30' East 137 50/100 poles to a stone (Witnessed by two ashes and Sugar) Southeasterly corner of said Lot No. 5, in the center of said Buckner Road; thence with the Southerly line of said Lot No. 5 (and center of said Road) South 52° 15' West 137 poles to the Beginning; Containing 169 acres be the same more or less.

8296 Entry

On June 1st. 1904, the following Entry was filed:-

George H. Ream,

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

Matthias Ream et. al.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, And it appearing from said report that said estate could not be divided by metes and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at Thirty Dollars per acre ($30.00), the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And it further appearing to the Court that none of said parties elect to take the said real estate at the appraisement thereof as returned by the Commissioners, on motion of the petitioner, it is ordered by the Court that said estate be sold at public auction at the Court House in Marysville, according to the Statute in such case made and provided, on the following terms, to-wit: one third cash in hand, one third in one year, and one third in two years with interest from day of sale, said deferred payments to be secured by mortgage on the premises evidenced by promissory notes to those respectively entitled thereto, of the purchaser.

8296 Order of Sale

On June, 2nd, 1904, the following order of Sale was issued:-

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

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the March Term A.D. 1904, in a certain petition for partition now pending in said Court wherein George H. Ream was plaintiff and Matthias Ream et al. were defendants, for command you that without delay, you proceed to sell at public auction the lands and tenements in said petition described, to-wit:- (See new discription on preceding page of this Record,)

Appraised at $30.00 per acre, Terms of sale, 1/3 cash, 1/3 in 1 year and 1/3 in 2 years, deferred payments to be secured by mortgage on premises and bear interest at the rate of 6% from day of sale; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then there this Writ. Witness my hand and the seal of said Court at Marysville, this 2nd day of June, 1904. (Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return,

The State of Ohio, Union County ss,

I received this order of Sale on the 2nd day of June, 1904, and in obedience to the command of the same, I did on the 8th day

of June, 1904, cause to be advertised in the Marysville Tribune, (a newspaper printed and published and of gneral circulation in Union County, Ohio) said lands and tenments to be sold at public sale at the door of the Court House of said County, on the 9th day of July, A.D. 1904, at 1 o'clock P.M. of said day. And having advertised the said lands and tenments for more than thirty days previous to the day of sale, towit:- for consecution weeks and in pursuance to said notice, I did, on said 9th day of July, A.D. 1904, at the time and place above mentioned, proceed to offer said lands and tenments at public sale, and then and there came, G.C. Ream, who bid for the same the sum of $21.00 per acre or $3549.00 Dollars, and said sum bring more than two thirds of the appraised value thereof, and said G.C. Ream bring the highst and best bidder, therefor, I then and there publicly sold and struck off said lands and tenments to him for the said sum of $3549.00.

Sheriff's Fees:- $25.69.

S. F. Burnham, Sheriff of Union Co. O.

8296
Legal Notice

On July, 9th, 1904, the following Legal Notice was filed:-

Sheriff's Sale

George W. Reams.

Vs.

Mathias Ream et. al.

J. M. Kennedy, Attorney.

On Partition

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, July, 9th, 1904, at or about the hour of one o'clock P.M. on said day, the following described real estate, towit:- Situate in the County of Union and Township of Allen, and part of Survey No. 12308, and described as follows:- Being the whole of Lot No. 5, and a part of Lots No. 4 and 9 of the division of said Survey No. 12308, and described as beginning at a stone witnessed by two hickories and ironwood Northeast corner of Lot No. 3, and Southerly corner of Lot No. 4 of said division and in the center of the Buckner Road; thence with the dividing line of said Lots 3 and 4, (and center of said road) South 52° 15' West 50 poles to a stone Southeasterly corner of Mary A. Robinson's land; thence with the Easterly line of said land North 35° 30', West 169 poles to a stone Southwesterly corner to George Reams land; thence with the Southerly line of said land North 52° 15' East 50 poles to a stone Southeasterly corner of said George Reams land in the Westerly line of Lot No. 8 of the division of said Survey No. 12308; thence with said line South 35° 30', East 21 poles to a stone (witnessed by two sugars and a beech) Southwesterly corner to said Lot No. 8; thence with the Southerly line of said Lot No. 8, North 52° 30' East 137 poles to a stone (witnessed by a Lynn, ironwood, and dogwood,) Southeasterly corner to said Lot No. 8, and Northerly corner of Lot No. 5 of said division and in the center of a public road; thence with the Easterly line of said lot No. 5, and center of said road, South 35° 30' East 137 and 59/100 poles to a stone (Witnessed by two ashes and sugar) Southeasterly corner of said Lot No. 5, in the center of said Buckner Road; thence with the Southerly line of said Lot No. 5 (and center of said road) South 52° 15' West 137 poles to the beginning, containing 169 acres, be the same more or less.

Appraised at $30 per acre. Terms of Sale:- ⅓ cash, ⅓ in one year, ⅓ in two years; deferred payments to be secured by mortgage on premises, and bear interest at the rate of 6 per cent. from day of sale.
S. T. Burnham, Sheriff.

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 five consecutive weeks on and next after June 8th, 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 9th day of July, A. D. 1904.
$23.75 Printers Frgs. (Seal) Chas. C. Feichorwood, Clerk.

8296 Summons

8296 Answer

On July. 9th, 1904, the following Answer was filed:-
George W. Ream — Plaintiff
vs. Court of Common Pleas, Union County, Ohio.
Matthias Ream et. al. — Defendants.
Now comes E. E. Poling and for answer and cross-petition in the above case says that he admits the right of the plaintiff and defendants to the partition of said estate. Further answering the said defendant answering the said defendant says that after the death of said decedent Samuel Ream for three years thereafter, one of the defendants, Delia Ream had the use and occupancy of all of said real estate including the farm and building, and never paid any rent therefor to said estate, or to any one entitled thereto; and said rent was of the value of Two Hundred Dollars a year. That said Delia Ream is and was the owner of the one sixth part of the said real estate; and would be entitled to deduct from the said rents and profits the one sixth part of the same, leaving a balance due the other tenants in common, the sum of Four Hundred Dollars.
The said E. E. Poling as one of the said tenants in common in said estate therefore prays that said sum of Five Hundred Dollars be deducted from said Delia Ream's share of said estate growing out of said sale in partition, and be distributed among the other distributees in proportion to their respective shares of the same; and that the Court order the Sheriff of said County to so render and distribute the said fund arising from said sale in like proportions after the payment of the tax and costs and allowance to said Delia Ream, as made by the Administrator of said estate and for all proper relief.
J. M. Kennedy, Atty for E. E. Poling.

The State of Ohio, Union County ss.
E. E. Poling being duly sworn says the facts and allegations of the foregoing answer and cross-petition, are as he believes true.
E. E. Poling.
Sworn to and subscribed by the said E. E. Poling before me this 28th day of June, 1904. (Seal) J. M. Kennedy, Notary Public.

8296 Precipe

To the Clerk:- Issue summons on the within cross-petition directed to the Sheriff of Union County for Delia Ream, Amount claimed $500.00, as rent of Samuel Ream farm.
J. M. Kennedy, Atty.

8296 Answer

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8296
Summons

On August, 19th, 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 Delia Ream, that E.E. Poling has filed an answer and cross-petition in the case of George W. Ream Vs. Matthias Ream et. al. in the Court of Common Pleas of Union County, and that unless she answers by the 17th day of Sept. A. D. 1904, the answer and cross-petition of the said E.E. Poling against her filed in the Clerk's 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 29th day of August, 1904. (Seal) Chas Teuhorwood, Clerk —

Sheriff's Return.

Receivd this writ Aug. 19th, 1904, at 8 o'clock A.M. and pursuant to its command, I served same by personally handing to Delia Ream, a true and certified copy of this writ with all the endorsements thereon, August, 26th, 1904.
Fees: $1.84.
S.F. Burnham, Sheriff.
By Allen Haines, Deputy.

8296
Answer

On August, 29th, 1904, the following Answer was filed:-
George W. Ream — Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Matthias Ream et. al. - Defendants.

Now comes Delia Ream, one of the defendants herein and for her answer to the cross-petition of said E.E. Poling says:- She denies that she is accountable to the said E.E. Poling or the other parties herein for rent of the lands mentioned and states the facts to be as follows:- The said Delia Ream is an unmarried daughter of said Samuel Ream, deceased, and though she is now advanced in years she always lived at home with her parents during their life time, and when they became old she cared for them, and looked after the farm. That her claim for much of this service was barred by limitation. That shortly before her father died, towit:- about the middle of January, 1901, she paid off her mothers funeral expenses amounting to $100.00. That when her father died, there was 119 acres of the land described in the petition that was called the home farm, and this was left in the care of this defendant, without any arrangement or agreement for her to pay rent and with no understanding that she should be chargrable for rent. About 1/3 of this 119 acres was in timber and not productive, the balance was worn out land of little value for agricultural purposes, not worth on the average of more than $1.00 per acre. This defendant remained on the land by the consent of the other parties interested, and paid the taxes on it as follows: July, 27th, 1901, paid taxes $17.74, Oct. 30th, 1901, paid taxes $17.52, Dec, 17th, 1902, paid taxes $56.49. This defendant also paid for making rails and fixing up the fences, and made some rails herself and laid them up and bought and set out fruit trees and shrubbery, in all at a cost of about $60.00. This defendant has been allowed for her services in caring for her father since May, 1898, but put in no claim for care of her mother, or for care of her

father prior to May, 1898, and she has put in no claim for the expenses and taxes paid, or the $100, funeral expenses of her mother; the intention and understanding being that she would let the use of the land offset her taxes, improvements and other expenses. This defendant was the only one at home when her father died, and being left there alone she remained with the knowledge and consent of the other heirs, and without any contract to pay rent, and with the understanding that she would look after the farm, and not pay rent. This defendant did not have any possession or control of the other 50 acres of land. This defendant denies the right of said E.E. Poling as one of the defendants herein to file the cross-petition or have the relief demanded by him in this action.

Therefore, this defendant asks that she may go hence without day and recover her costs.

J.L. Cameron, Atty for Delia Ream, Defendant.

The State of Ohio, Union County ss.

Delia Ream, being first duly sworn says the facts stated in her foregoing answer are true as she believes.

Delia Ream.

Sworn to before me and signed in my presence this 29th, day of August. 1904.

(Seal) J.L. Cameron, Notary Public.

8296 Reply

On Sept. 19th, 1904 the following Reply was filed:-

George W. Ream – Plaintiff.

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

Matthias Ream et. al. – Defendants

Now comes E.E. Poling and for the Reply to said Delia Ream's answer to the answer and cross-petition of said E.E. Poling in the above entitled cause, says he admits that said Delia Ream is an unmarried daughter of Samuel Ream, deceased; but denies that said charge for funeral expenses of her mother was paid by her out of her own money or means, but was paid by the plaintiff in said action out of money arising from the sale of stock owned by said Samuel Ream at the time. For further reply said Poling says that said Delia Ream, at her own request occupied the whole 169 acres the first year after the death of said Samuel Ream, and was to settle with and divide the farm up equally among them, the other heirs, at the close of the year which she failed and refused to do. That afterwards and up to this date said defendant has occupied all of the (179) One Hundred and Seventy acres, and has neglected and refused to pay any of the other co-tenants any rent for the use of the same, and never had any contract or understanding that she was not to pay rent to the other tenants in common in said premises; said E.E. Poling for further reply says all questions growing out of the care of their father, Samuel Ream, have been settled with said Delia Ream by the Administrator of the estate of said Samuel Ream, and will be paid for out of the money arising from the sale of said lands. Said defendant admits the payment of tax as set forth in her said answer. He also admits the making and laying up of about 1000 rails worth about Twenty Dollars; but denies she paid $100, as funeral expenses for their mother as stated in said answer and denies her right to recover for the shrubery and fruit

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trees as claimed by her in her answer. E.E. Poling, therefore, prays as in his answer and cross-petition herein filed.

J.M. Kennedy, Atty for Poling et.al.

The State of Ohio, Union County ss,

E.E. Poling being duly sworn says that the facts and allegations of the foregoing reply are as he believes true,

E.E. Poling.

Sworn to and subscribed by E.E. Poling before me this 19th day of September, 1904 (Seal)

Chas. C. Southorwood, Clerk

8296 Entry

On Sept. 19th, 1904, the following Entry was filed:-

George W. Ream.

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

Matthias Ream et.al.

On motion to the Court by J. M. Kennedy, plaintiff's Attorney, and upon producing to the Court the proceedings of the Sheriff and the sale of the premises by him made in pursuance of the former order of the Court, and the same being examined by the Court, and found in all respects correct in due form of law: It is ordered by the Court that said proceedings and sale, be, and the same, are hereby, approved and confirmed, and that said Sheriff execute and deliver to the purchaser, George C. Ream upon full compliance by him with the terms of such sale, a deed in fee simple for said lands and tenements, by him sold as aforesaid, And it is further ordered by the Court that the cost of this action and expense and tax, thereof, including $100.95 as an Attorney fee to J.M. Kennedy Attorney for said plaintiff, also five Dollars to A.S. Mowry for plat and Survey of said land be paid to the Clerk of this Court, and that the Sheriff be required and ordered by the Court upon the certificate of the Probate Court of Union County, Ohio to pay to the Administrator of the estate of Samuel Ream, deceased, the sum of ($900) Nine Hundred Dollars, to pay the debts of said estate; and it is further ordered by the Court that by reason of some controversy among the distributees as to questions of rent of farm, that all questions of further distribution be passed until further ordered by the Court, upon the payment of all of said purchase money into the hands of the Sheriff of Union County, Ohio, by the purchaser.

8296 Entry

On October, 7th, 1904, the following Entry was filed:-

George W. Ream.

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

Matthias Ream et.al.

This day this cause came on for hearing on the answer and cross-petition of E.E. Poling, one of the defendants, and the answer to said cross-petition by Delia Ream, and the Court after hearing the testimony and being fully advised in the premises does find against the said answer and cross-petition,

Now coming to the further distribution of the funds now in the hands of Simeon Burnham, Sheriff of said Union County, Ohio, it is ordered and decreed by the Court, that said Sheriff, pay to the Clerk of the Court the costs arising upon the above named hearing out of the funds in his hands, also that as an additional Attorney fee arising out of said

hearing that the Sheriff pay J. M. Kennedy, out of the funds other than the share of Delia Ream, Thirty-five Dollars. That out of the residue of the whole funds arising from the sale of said real estate of Samuel Ream, deceased, and as a final distribution of the same, that said Sheriff pay to the plaintiff one equal one sixth part being $395 41/100; that he pay to Matthias Ream the one equal sixth part of said funds being $395 41/100 that he pay to Elizabeth Ream the one equal sixth part of said funds being $395 41/100; to Delia Ream 1/6 part of whole being $401 00/100; to Walter Shirk, Cora Tarpening, Jarusha Poling Serena Newlon, and Edward Poling the one equal thirtieth part to each of said last named being $79 08/100 each; and to Blanche Ream, Myrtle Ream, Velva Ream, and Bessie Ream, each one twenty-fourth part of said fund being $98 85/100 each, and that he make due return thereof to said Court.

Attest: Chas Tenbrorwood, Clerk

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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 at the January Term, A. D. 1904.

Be it remembered that heretofore, towit, on March, 7th, 1903, the following
8170 Petition was filed with the Clerk of said Court:-
Petition Emma J. Schultz - Plaintiff.

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

Arthur Flesher - Defendant.

On the 29th day of August, A. D. 1900, one John Flesher died at his late residence in Claibourne Township, Union County, Ohio, leaving a last will and testament, which was duly admitted to probate by the Probate Court of said County of Union on the 27th day of September in said year. A true copy of said last will and testament is hereto attached and marked "Exhibit A." Said John Flesher died seized in fee simple of certain real estate situate in the State of Ohio, in the County of Union, in the Township of Claibourne, and in Virginia Military Survey No. 6307, and described in certain deeds to him therefor as follows, towit:-

Situate in the County of Union and State of Ohio, and bounded and described as follows, towit:- Being part of Lot No. 6 as surveyed for Adam Peters and deeded to Joshua Mulvane by deed bearing the date the 9th day of October, 1843. Beginning at the Northwest corner of said Lot No. 6 and bounded with the Greenville Treaty line N. 80 degrees E. 115 Poles to the Northeast corner of said Lot No. 6: thence as far South from said Northeast and Northwest corners upon the said Eastern and Western boundaries of said Lot No. 6, so that a line East and West shall enclose Sixty-four acres." See deed from James Johnston to said John Flesher, in the year 1851, recorded in Volume 15 at page 216 of the records of deeds of said County of Union.

"Situate and lying and being in the County of Union and State of Ohio, and being part of out Lot No. Six (6), lying South of part of Lot No 6 formerly owned by N. McGiffin and North of said lot owned by Hinton, running with what is called the Greenville Treaty line, being the same fifty acres of land conveyed to the said John C. James by Adam Peters and wife, April, 28th, 1849, as will fully appear by said deed which is on record in the Recorder's Office in Book No. 12 on pages 504, and 505, dated Oct. 23rd, 1849, all of which will show by reference being had thereunto." See deed from John C James to said John Flesher, deceased, as recorded in Volume 19 at page 404 of the records of deeds of said County of Union, and dated in the year 1854.

At the time of the decease of said decedent, and at the date of the execution of said Will by him, towit, on the third day of February, 1898, the said decedent had four children living, being the plaintiff and defendant, and Mary F. Snowden and Walter Flesher; and he had no children deceased, having issue; and his said wife, Sarah Flesher, mentioned in his said Will, died before the death of said testator.

By the terms of said Will said testator devised to the defendant in fee simple an undivided half interest in the above described real estate, subject to a life estate in a small portion thereof devised to said Sarah Flesher, which was terminated by her death as afore-

said, but in express terms made the said devise to the defendant, subject to and chargable with a legacy of Four Hundred Dollars, required to be paid by him to the plaintiff in four equal annual payments after said testator's decease, The said devise to defendant and the said bequest to plaintiff made chargable thereon, as expressed in said Will of said decedent are in the following words and figures:-

Item 2nd:- I, do give, devise and bequeath to my son, Arthur Flesher, the undivided half of all my real estate, viz:- my home farm (subject to my wife's life estate herein expressed), situated in Claibourne Township, Union County, Ohio, in Survey No. 6307, and being the same farm on which I now reside. To have and to hold the said real estate to him, the said Arthur Flesher, his heirs and assigns, forever, subject, however, to the restrictions and conditions expressed in this Will."

Item 3rd:- It is my wish and desire that Arthur shall pay to Emma J. Schultz, or her Heirs, the sum of ($400) Four Hundred Dollars in four equal yearly payments, after my decease, and I do make my bequest herein chargeable with the same, Provided, however, that I should during my life time pay the same, or any portion thereof to her, then and in that event he shall only be required to pay to her the unpaid balance of said $400, and if I should pay her the whole amount of said Four Hundred Dollars, then he shall not be required to pay her any part thereof. Her receipt for which I now have,

Nothing has been paid to the plaintiff by the said testator, nor by the defendant, since the execution of said Will, to apply upon the said bequest to her therein contained, The defendant has accepted the said real estate devised to him by the terms of said Will, and has had and held possession thereof ever since the probating of said Will; and by reason thereof and of the facts herein stated there is owing from defendant to plaintiff the sum of Four Hundred Dollars so bequeathed to her as aforesaid, which is an equitable lien upon his said real estate, two hundred dollars of which with interest, on one hundred dollars thereof from August 29th, 1901, and on the other One Hundred Dollars thereof from August 29th, 1902, is now due,

Therefore, plaintiff prays judgment against the defendant for the sum of Two Hundred Dollars, with interest thereon as aforesaid; that the same be decreed to be a lien upon the defendant's said real estate; that if the amount of said judgment be not paid within a reasonable time to be fixed by the Court, said real estate of the defendant be ordered sold and the same paid out of the proceeds of said sale together with the remaining Two Hundred Dollars of said legacy; and for all other equitable relief that the Court may deem proper in the premises.

John F. Millar, Atty for Plaintiff.

State of Ohio, Union County ss.

John F. Millar, being first duly sworn says that he is the duly authorized Attorney for the plaintiff, Emma J. Schultz, who is a non-resident of and absent from the said County of Union, and that the facts stated and allegations made in the foregoing petition are true as he verily believes.

John F. Millar.

Subscribed in my presence and sworn to before me

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Precipe.

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by the said John F. Millar, this 7th day of March, A.D. 1904.
(Seal) Henry S. Stiles, Notary Public.-

8170 Precipe. To the Clerk of said Court:- Issue Summons for the defendant in the above entitled action, directed to the Sheriff of Union County, returnable according to law. Indorse thereon "Action for money and equitable relief; amount claimed being Two Hundred Dollars, with interest on one hundred dollars thereof from August, 29th, 1901, and on the other hundred dollars thereof from August, 29th, 1902".

J. F. Millar, Atty for Plaintiff.

"Exhibit A"

Will of John Flesher.

In the name of the Benevolent Father of all, I, John Flesher, of Claibourne Township, Union County, Ohio, do make and publish this my last will and testament as follows:-

Item 1st:- I do give, devise and bequeath to my beloved wife, Sarah Flesher, all my personal property, except farm machinery, that may be left after paying my just debts and funeral expenses, She is to have the same absolutely. And I do also devise and bequeath to her the house and barn and out buildings, (except the barn which Walter Flesher recently has built) orchard, and garden where we now live, to have and to hold the same to her use during the term of her natural life time,

Item 2nd:- I do give, devise and bequeath to my son, Arthur Flesher, the undivided half of all my real estate, viz:- my home farm (subject to my wife's life estate herein expressed), situated in Claibourne Township, Union County, Ohio, in Survey No. 6307, and being the same farm on which I now reside. To have and to hold the said Real estate to him the said, Arthur Flesher, his heirs and assigns forever, subject however, to the restrictions and conditions expressed in this will.

Item 3rd:- It is my wish and desire that Arthur shall pay to Emma J. Schultz, or her heirs, the sum of ($400) Four Hundred Dollars in four equal yearly payments, after my decease, and I do make my bequest herein chargeable with the same, Provided, however, that I should during my life time pay the same or any part thereof to her, then in that event, he shall only be required to pay her the unpaid balance of said $400, And if I should pay her the whole amount of said $400, then he shall not be required to pay her any part thereof. Her receipt for which I now have.

Item 4th:- Whereas, my son Walter Flesher has caused to be built on my aforesaid farm a certain frame barn, at his own expense, (said barn stands South of my other farm buildings), and whereas he has further made improvements of value to my said real estate; it is my wish and desire that Walter shall have full ownership and control of said barn with privilege of moving the same if he so desires; and further that Arthur shall pay to Walter the full sum of ($400) Four Hundred Dollars within four years from the time of my decease, and with this I do make this Bequest herein chargable.

Item 5th:- I do give, devise and bequeath to my son, Walter Flesher, the undivided half of all my real estate herein described in item No. 2, subject to the same restrictions and conditions mentioned therein. To have and to hold the said real estate unto him, the said Walter Flesher, his heirs and assigns forever.

It is my wish and desire that said Walter Flesher shall pay to Mary F. Snowden, the sum of ($400) Four Hundred Dollars, in four equal annual payments from the date of my decease, and I do make this bequest herein chargrable with the same. Provided, however, if I should pay said sum or any part thereof, to her before my decease, then he shall only be required to pay her the unpaid balance, if any, of said $400. In the manner stated. Her receipt for which I now have.

Item 6th:- It is my will and desire that my two sons, Arthur and Walter, shall deliver to my wife in the crib every year during her life time, as soon as it can be done, one third of all the grain raised on my aforesaid farm, also one third of all hay raised on said farm every year during her life time in the mow or stack as my wife may prefer; and my wife shall have the right to pasture on said farm her horse and cows, to be pastured where my sons aforesaid may direct, on said farm during her life time, so long as it is abundant and good pasture. They shall also provide my wife with all fuel she needs during her life time; and I do give and bequeath to my said sons all my farm machinery, share and share alike.

Item 7th:- I further will and desire that my two sons shall pay all taxes on my real estate and shall keep the buildings occupied by my wife in proper repair; and further all the provisions I have herein made to my wife are to be free of expense to her; that is, she is not to pay my sons for the things I require them to do for or to furnish to her herein; and furthermore I do enjoin on them strictly to do whatever I have herein required them to do for her, and I do make their bequests in this will chargrable with the faithful performance of the same.

It is my will and desire that the provisions that I have made herein for my wife shall be in lieu of her dower and year's support; and further that no appraisement or sale of my property be had, and that the Probate Court direct the omission of the same.

In testimony whereof, I have hereunto set my hand to this my last will and testament this 3rd day of February, 1898.

(Signed) John Flesher.

Signed and acknowledged by the said John Flesher in our presence as and for his last will and testament, and at his request, and in his presence, we hereunto subscribe our names as witnesses this 3rd day of February, 1898.

(Signed) John F. Millar.
George Smith.

8170 Summons — On March, 7th, 1903, the following Summons was issued:-

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

You are hereby commanded to notify Arthur Flesher, that he has been sued by Emma J. Shultz in the Court of Common Pleas of Union County and must answer by the 4th day of April 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 16th day of March, A.D. 1903.

Witness my hand and the seal of said Court this 7th day of March, A.D. 1903. (Seal)

Chas. C. Denhorwood
Clerk.

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8170 Demurrer — On Ap... Emma...

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8170 Entry — On Ap... Emma...

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8170 Answer — On M... Emma...

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Sheriff's Return.

Received this writ Mch. 10th, A.D. 1903, at 1 o'clock P.M. and served same by personally handing to Arthur Flesher, a true and certified copy of this writ with all the endorsements thereon, March, 12th, 1903.

Fees:- $3.26.

S.F. Burnham, Sheriff.
By M. Murphy.

8170 Motion

On March, 19th, 1903, the following Motion was filed:-

Emma J. Schultz — Plaintiff.
Vs.
Arthur Flesher — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and moves the Court to require the plaintiff herein to secure the costs of this action, she being a non resident of the County of Union.

Arthur Flesher, by James E. Robinson, his Atty.

8170 Demurrer

On April, 14th, 1903, the following Demurrer was filed:-

Emma J. Schultz — Plaintiff.
Vs.
Arthur Flesher — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and demurs to the petition of the plaintiff for the reason that said petition does not state facts sufficient to constitute a cause of action against the defendant.

Arthur Flesher, by James E. Robinson, his Atty.

8170 Entry

On April, 15th, 1903, the following Entry was filed:-

Emma J. Schultz.
Vs.
Arthur Flesher.

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the demurrer of defendant to the petition of plaintiff filed herein; and was argued by counsel and submitted to the Court.

Whereupon the Court overrules said demurrer, to which ruling and decision of the Court, the defendant then and there excepts.

And on motion of the defendant the Court grants leave to defendant to file answer herein in 30 days.

8170 Answer

On May, 14th, 1903, the following Answer was filed:-

Emma J. Schultz - Plaintiff.
Vs.
Arthur Flesher — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and admits that by the terms of his father's will he became the owner of certain real estate as alleged in plaintiff's petition; but denies that by the terms of said will said real estate or this defendant was chargable with a legacy of Four Hundred Dollars or any other sum or amount to be paid to the plaintiff.

Second Defense:- The defendant avers that during the life of John Flesher, deceased, towit, on the 19th day of January, 1893, the said

John Flesher, deceased paid to the plaintiff the sum of Four Hundred Dollars, in lieu of and in satisfaction and settlement of said legacy and took from her a release and receipt in the words and figures following, to-wit:- "Jan. 19th, 1893. Recivd of my father, John Flesher, the sum of Four Hundred Dollars, being the amount he desired my Bro. Arthur Flesher to pay me out of his estate after his death, but which he has paid during his life time."

Emma J. Schultz.

Which receipt is the receipt referred to by said John Flesher, deceased, in "Item 3rd." of said will.

Wherefore, defendant prays that he may recover his costs herein and may go hence without day.

James E. Robinson, Atty for Defendant.

The State of Ohio, Union County ss.

Arthur Flesher, being first duly sworn, says the facts stated and allegations made in the foregoing answer are as he believes true,

Arthur Flesher,

Sworn to before me and subscribed in my presence this 14th day of May, 1903 (Seal) James E. Robinson, Notary Public.

8170 Motion — On Sept. 14th, 1903, the following Motion was filed:-

Emma J. Schultz — Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio.

Arthur Flesher — Defendant.

Now comes the plaintiff by her Attorney and moves that the Court order the defendant to give her an inspection of the alleged receipt in his possession or control, claimed by him to have been signed by her, and a copy of which he sets out in his answer; and to fix the time for such inspection,

J. F. Millar, Atty for Plaintiff.

8170 Entry — On Sept. 14th, 1903, the following Entry was filed:-

Emma J. Schultz.

Vs.

Court of Common Pleas, Union County, Ohio.

Arthur Flesher.

This cause came on for hearing this 14th day of September, 1903, on plaintiff's application for leave of Court to file reply and upon her motion to require defendant to grant her an inspection of the receipt set out in his answer, The Court upon due consideration grants leave to plaintiff to reply instanter, and the same is accordingly filed; and the Court orders that the defendant forthwith place in the hands of his Attorney, James E. Robinson, the said receipt, and that plaintiff be given the right to inspect the same.

8170 Reply — On Sept. 14th, 1903, the following Reply was filed:-

Emma J. Schultz - Plaintiff

Vs.

Court of Common Pleas, Union County, Ohio.

Arthur Flesher - Defendant.

Now comes the plaintiff and for reply to the defendants answer herein filed, denies each and every allegation in said answer contained,

J. F. Millar, Atty for Plaintiff.

8170 Motion — State

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State of Ohio, Union County ss,
John F. Millar, being first duly sworn, says that the plaintiff in the above entitled action, said Emma J. Schultz, is a non-resident of said County of Union; that he is her Attorney duly authorized in the premises, and that the facts stated and allegations made in the foregoing pleading are, as he verily believes, true.
John F. Millar.
Sworn to before me and signed in my presence by the said John F. Millar, this 14th day of Sept. A.D. 1903
(Seal) Milton Haines, Deputy, Clerk

8170 Motion
On Oct. 24th, 1903, the following Motion was filed:-
Emma J. Schultz - Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Arthur Flesher — Defendant.
Plaintiff moves for a new trial herein for the reason that the finding and judgment of the Court are contrary to the weight of the evidence and to law.
J. F. Millar, Atty for Plaintiff.

8170 Notice
On Oct. 24th, 1903, the following Notice was filed:-
Emma J. Schultz - Plaintiff.
Vs. Court of Common Pleas, Union County, Ohio.
Arthur Flesher — Defendant.
The undersigned hereby gives notice of his intention to appeal the above entitled case to the Circuit Court of Union County, Ohio.
Emma J. Schultz, by her Atty J. F. Millar.

8170 Entry
On Oct. 24th, 1903, the following Entry was filed:-
Emma J. Schultz -
Vs. Court of Common Pleas, Union County, Ohio.
Arthur Flesher.
A trial by Jury having been waived by agreement of the parties hereto, this cause was accordingly heard by the Court upon the pleadings, the statements submitted as evidence in lieu of testimony of witnesses, and upon argument of counsel; the Court on consideration thereof finds for the defendant upon the issues joined,
It is therefore considered by the Court that the defendant recover from the plaintiff his costs herein expended, taxed at $ —,
Plaintiff thereupon moved the Court to grant a new trial herein, which motion was overruled by the Court. To all of which judgment, finding and ruling the plaintiff by her Attorney, duly excepted at the time thereof, and filed written notice with the Clerk of her intention to appeal as required by law, And the Court fix the amount of appeal bond at $ 100.

8170 Motion

On Feb. 13th, 1904, the following Motion was filed.

Emma J. Schultz – Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Arthur Flesher – Defendant.

Now comes the plaintiff, by her Attorney, and moves the Court to order an entry nunc pro tunc in this cause to be entered upon its Journal as of the date of December, 19th, 1903, of the order of the Judge of this Court, trial Judge in this action, allowing a bill of exceptions herein and ordering the same to be made a part of the record in this cause, as appears upon said bill of exceptions duly filed herein in this Court; and to confirm said order making said bill of exceptions a part of the record as the present order of the Court.

J. F. Millar, Atty for Plaintiff.

8170 Notice

On Feb. 13th, 1904, the following Notice was filed:–

Emma J. Schultz – Plaintiff.
vs. Court of Common Pleas, Union County, Ohio.
Arthur Flesher – Defendant.

To James E. Robinson, Attorney for Defendant:–

You are hereby notified that the plaintiff will apply to the Court above mentioned, in the Court Room at Marysville, Ohio, on the 16th day of February, 1904, for an order for an entry nunc pro tunc in this cause to be placed upon its Journal as of the date of December, 19th, 1903, of the order of the Judge of this Court, trial Judge in this action, allowing a bill of exceptions herein, and ordering the same to be made part of the record of this cause, as appears upon said bill of exceptions duly filed in this action, and to confirm said order making said bill of exceptions a part of the record as the present order of the Court.

J. F. Millar, Atty for Plaintiff.

I hereby acknowledge due service of the foregoing Notice.

James E Robinson, Atty. for Defendant.

8170 Entry.

On Feb. 17th, 1904, the following Entry was filed:–

Emma J. Schultz.
vs. Court of Common Pleas, Union County, Ohio.
Arthur Flesher.

This cause came on for hearing upon the motion of the plaintiff for an order directing an entry nunc pro tunc herein to be placed upon the Journal as of the date of December, 16th, 1903, of the order of the Judge of this Court, trial Judge in this action, allowing the bill of exceptions filed and ordering the same to be made a part of the record in this cause, which motion is sustained, to which order defendant excepts,

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Entry

On Feb. 17th, 1904, the following Entry was filed:-

Emma J. Schultz.
vs.
Arthur Flesher.

Court of Common Pleas, Union County, Ohio.

This day the bill of exceptions taken by the plaintiff and filed herein is duly presented, signed and allowed, and at her request is ordered to be made a part of the record, all of which is done this 16th day of December, 1903.

This entry is made here and now as of and for the said 16th day of December, 1903, by order of Court on this 17th day of February, 1904, sustaining motion of plaintiff for an order for such nunc pro tunc entry.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District, of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the September Term, A. D. 1904.

Be it remembered that heretofore, towit, on February, 20th, 1904, the following petition was filed, towit:-

8282 Petition

Louisa C. Stahl — Plaintiff,

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

David E. Ogan and John Sterling McGinnis,
Executors of the estate of John H. Sterling, deceased.

Plaintiff says that on the 17th day of February, 1903, one John H. Sterling made and delivered to the plaintiff his promissory note in writing, of which the following is a copy with all credits and indorsements, thereon:-

"$2,500.00" Feb. 17th, 1903,

One year after date I promise to pay Louisa C. Stahl, or bearer, Two Thousand & Five Hundred Dollars for value received with 6% interest from date."

J. H. Sterling."

That thereafter, and on or about the 1st day of November, 1903, the said John H. Sterling died, leaving a last will and testament, whereby the defendants were appointed his Executors, That on or about the - day of November, 1903, said will was duly admitted to probate in the Probate Court of Union County, Ohio, and letters testamentary thereon were duly issued and granted by said Court to said defendants as Executors, who thereupon duly qualified as such executors, and have ever since been and are now acting as such Executors.

That no part of said note has been paid, and there is now due the plaintiff from the defendants, as such executors, the sum of Twenty-five Hundred Dollars with interest at the rate of 6% per annum from date, towit, from the 17th day of February, 1903. That on the 15th day of February, 1904, the plaintiff by her Attorney presented to said defendants, as such Executors, said note and a written statement of said claim, duly verified, and demanded an indorsement of its allowance thereon, but the defendants refused said allowance and indorsement, and wholly rejected said claim.

Therefore plaintiff asks judgment against said defendants, as such Executors, for the sum of Twenty-five Hundred Dollars, with interest thereon at the rate of 6 per cent per annum from Feb. 17th, 1903, and for costs.

W. T. Hoopes and James E. Robinson, Attys for Plaintiff

The State of Ohio, Union County ss.

Louisa C. Stahl, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true.

Louisa C. Stahl.

Sworn to before me and subscribed in my presence this 20th day of February, 1904. (Seal) Milton Haines, Dep'y Clerk.

We hereby waive the issuing and service of process in the above entitled action, and enter our appearance thereto this 20th day of February. A. D. 1904.

J. S. McGinnis and D. E. Ogan,
By James McCampbell, an Atty for the said Defts.

8282 Answer

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8282 Answer

On March, 17th, 1904, the following Answer was filed:-

Louisa C. Stahl — Plaintiff.

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

David E. Ogan &c John Sterling McGinnis, as Executors &c, - Defts.

Now Come the said defendants and for answer to the plaintiffs petition filed herein, say:- That they admit the allegations of the petition as to the death and testacy of the said John H. Sterling, deceased, the probating of the said decedents will; the issuing of letters testamentary to these defendants; the present qualification and action of these defendants as Executors of said will; the presentation of the alleged promissory note to them for allowance against their decedents estate; their rejection of said note and refusal to pay the same; and they admit that they have made no payments on the said alleged note.

These defendants, by way of matters defensive to the said petition further say:-

First ground of defense:-

As a first ground of defense these defendants aver that their decedent John H. Sterling, did not make, sign, or deliver, the alleged promissory note in the petition described; and, excepting the specific admissions aforesaid, they deny each and every allegation in the said petition made.

Second Ground of defense:-

As a second ground of defense these defendants aver that there was no consideration whatever for the said alleged note.

Wherefore these defendants pray that they may go hence without day, and recover their costs in this behalf expended.

James McCampbell & D. H. Ayers, Attys for Defendants.

The State of Ohio, Union County ss.

David E. Ogan, and John Sterling McGinnis, the defendants to the foregoing action, being duly sworn say the facts stated, and allegations made, in their foregoing answer are as they believe true.

David E. Ogan,

John Sterling McGinnis.

Subscribed and sworn to before me this 17th day of March, A.D. 1904.

(Seal) Milton Hawkes, Deputy Clerk.

8282 Motion

On March, 22nd, 1904, the following motion was filed:-

Louisa C. Stahl - Plaintiff.

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

David E. Ogan et. al. Ex. &c. - Defendants.

Now comes the plaintiff and moves the Court to require the defendant to make their second ground of defense more definite and certain by setting out the facts upon which their defense of no consideration is based.

Louisa C. Stahl, by H. T. Hooper and

James E. Robinson, her Attorneys.

8282 Entry

On March, 22nd, 1904, the following Entry was filed:-

Louisa C. Stahl.

Vs. Court of Common Pleas, Union County, O.

David E. Ogan et. al. Ex's

This day this cause came on to be heard upon the motion of the plaintiff to require the defendants to make their second

defruse more definite and certain; and was argued by counsel and submitted to the Court, on consideration whereof the Court sustained said motion, to which ruling and decision of the Court the defrudants by their counsel then and there excepted, And on motion leave was granted defrudants to file amended answer by Saturday, March, 26th, 1904.

8282 Amended Answer

On March, 26th, 1904, the following Amended Answer was filed:—

Louisa C. Stahl — Plaintiff.

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

David E. Ogan, and John Sterling McGinnis as Executors &c. — Defrudants.

Now come the said defrudants and for amended answer to the plaintiff's petition herein filed, say:—

That they admit the allegations of the petition as to the death and testacy of the said John H. Sterling; the probating of the said decedents will; the issuing of letters testamentary to these defrudants; the present qualification and action of these defrudants as executors of said Will; the presentation of the allegd promissory note to them for allowance against their said decedents estate; their rejection of the said allegd note and their refusal to pay the same; and they also admit that they have made no payments upon the said alleged promissory note, These defrudants, by way of matters defrusive to the said petition, further say:—

First Ground of Defruse:- As a first ground of defruse these defrudants aver that their said decedent, John H. Sterling, did not make sign or deliver, the allegd promissory note in the petition describd; and excepting the specific admissions aforesaid, they deny each and every allegation in the said petition made.

Second Ground of defruse:- As a second ground of defruse these defrudants aver that there was no consideration whatever for the said allegd note; for that neither money, property, loss or detriment, nor other thing of value, passed between or was suffrd by, the allegd parties to the said pretended note, as a basis or motive for the allegd execution and delivery thereof.

Wherefore, these defrudants pray that they may go hence without day and recover their costs in this behalf expended. D. H. Ayers and James McCampbell, Atty's for Defrudants.

The State of Ohio, Union County ss.

David E. Ogan and John Sterling McGinnis, the defrudants to the foregoing action, as Executors &c, being duly sworn, say the facts stated and allegations made in their foregoing answer, are, as they believe, true.

David E. Ogan.
John Sterling McGinnis.

Subscribed and sworn to before me this 26th Day of March, A.D. 1904. (Seal) Milton Haines, Deputy Clerk.

8282 Reply

On March, 28th, 1904, the following Reply was filed:-

Louisa C. Stahl. — Plaintiff.

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

David E. Ogan and John Sterling McGinnis, Ex-&c. Defrudants.

Now comes the plaintiff and for reply to the second ground of defruse of defrudants' answer says that she denies each

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and every allegation in said second ground of defense contained.

H.T. Hooper and James E. Robinson, Attys for Plaintiff.

The State of Ohio, Union County, ss,

Louisa C. Stahl, being first duly sworn says the facts stated and the allegations made in the foregoing reply are true.

Louisa C. Stahl.

Sworn to before me and subscribed in my presence this 26th day of March, 1904. (Seal) James E. Robinson, Notary Public.

8282 Entry — On Oct. 10th, 1904, the following Entry was filed:-

Louisa C. Stahl.

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

David E. Ogan et. al. Ex's.

This day came the parties by their attorneys; also came the following named persons as jurors, to-wit:- Thomas A. Elson, John Murphy, J. H. Monroe, John Glenn, Isaac Wilshimer, L. G. Piet, Edward Thompson, W. L. Jamie, S. F. Barr, George Hillison, J. R. Taylor, J. L. Reagle, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing upon the pleadings and the evidence, and the said Jury having heard the evidence in part; said cause was continued until tomorrow morning at 9 o'clock.

8282 Entry — On Oct. 11th, 1904, the following Entry was filed:-

Louisa C. Stahl.

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

David E. Ogan et. al. Ex'rs.

This day again came the parties herein by their attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded, And the said Jury having heard the testimony adduced in the case in part, said cause was continued until tomorrow morning at 9 A.M.

8282 Entry — On Oct. 12th, 1904, the following Entry was filed:-

Louisa C. Stahl.

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

David E. Ogan et. al. Ex'rs.

This day again came the parties herein by their Attorneys; and also came the Jury heretofore impaneled and sworn, and the trial proceeded, And the said Jury having heard the remaining testimony, and the argument of counsel, the Court adjourned the further hearing of the cause until tomorrow morning at 9 o'clock.

8282 Entry — On Oct. 13th, 1904, the following Entry was filed:-

Louisa C. Stahl.

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

David E. Ogan et. al. Ex'rs.

This day again came the parties herein by their Attorneys, and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard all

the testimony adduced in said cause, 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 Forman and say:- "We, the Jury, duly impaneled and sworn find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendants at the sum of $2748.75."
Dated: Oct. 13th, 1904. Thos. N. Elson, Forman."

8282 Entry

On Oct. 25th, 1904, the following Entry was filed:-
Louisa C. Stahl.
Vs. Court of Common Pleas, Union County, Ohio.
David E. Ogan et. al. Ex'rs.

The Jury on a former day of this term, having rendered a verdict in this action for the plaintiff, and assessed her damages at $2748.75; and a motion for a new trial having been made by the defendants and this day withdrawn by leave of the Court, it is therefore considered by the Court that the plaintiff, Louisa C. Stahl recover from the defendants, David E. Ogan and J.S. McGinnis, as Executors of the estate of John H. Sterling, deceased, the said sum of $2748.75, together with the costs of this action, and execution is awarded therefor.

Attest: Chas. Southerwood, Clerk.

8360 Writ of Mandamus.

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8360 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 at the September Term, A.D. 1904.

Be it remembered that on the 20th day of September, A.D. 1904, the following Writ of Mandamus was ordered issued by said Court:-

8360
Writ of
Mandamus.

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

To the Sheriff of Union County, Greeting:-

You are hereby commanded to serve H. H. Wills, L. F. Epps, H. H. Johnson, B. E. Baker, W. A. Williams, and A. J. Rigdon, as members of the Council of the Village of Milford Center in Union County and Charles F. Monror, as Mayor of the Village of Milford Center in Union County, and E. R. Hathaway, Clerk of the Village of Milford Center with a copy of the following writ and make due return of said writ and your action thereon in the premises to this Court on the 20th day of September, 1904.

Witness my hand and seal as Clerk of said Court this 20th day of September, A.D. 1904. (Seal) Chas. C. Leuhorwood, Clerk.

To W. H. Wills, L. F. Epps, H. H. Johnson, B. E. Baker, W. A. Williams and A. J. Rigdon, as members of the Council of the Village of Milford Center in Union County; wherein the following petition and order of allowance of a writ of mandamus have been filed in and made by our said Court of Common Pleas of Union County, to wit:-

8360
Petition

State of Ohio, on relation of Thomas Connor,

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

W. H. Wills, L. F. Epps, H. H. Johnson,
B. E. Baker, W. A. Williams, and A. J. Rigdon,
as members of the Council of the Village of
Milford Center in Union County, and E. R. Hathaway,
Clerk of Milford Center, and Charles F. Monror, as
Mayor of the Village of Milford Center in Union County- Defendants.

Your relator says that the Village of Milford Center, Ohio, is a municipal corporation not divided into wards in Union County and State of Ohio, duly incorporated and existing under the laws of the State of Ohio as a Village. That the defendants, W. H. Wills, L. F. Epps, H. H. Johnson, B. E. Baker, W. A. Williams and A. J. Rigdon, are and have been since August, 1st, 1904, duly elected, qualified and acting councilmen of said Village of Milford Center, and that Charles F. Monror is, and has been since August, 1st, 1904, the duly elected, qualified and acting mayor of the Village of Milford Center in said County.

Your relator says that he and 91 other qualified electors of the said Village of Milford Center acting under the authority of the Real Municipal Local Option Law, which went into effect, April, 3, 1902 (95. O. L. 87 and 4364-20a to 4364-20i of the Revised Statutes inclusive) signed a petition praying said Council of said Milford Center to order an election to determine whether the sale of intoxicating liquors as a beverage should be prohibited under and in accordance with the terms of said act hereinbefore mentioned.

Said petition is in words and figures as follows:-

Petition For Local Option Election.

(Revised Statutes, Sections 4364-20a to 4364-20i)

To the Council of the municipal Corporation of Milford Center, Union County, Ohio;- We, the undersigned, being qualified electors of the municipal corporation of Milford Center, Union County, Ohio, respectfully petition your honorable body to order a special election in accordance with Sections 4364-20a, 4364-20b, and 4364-20c of the Revised Statutes of Ohio, to ascertain the will of the voters of said municipal corporation, whether the sale of intoxicating liquors as a beverage shall be prohibited therein. (This petition is presented in accordance with the provisions of the Beal Local Option Law, a full copy of which is printed on the back of this petition and by reference is made a part hereof.)

N.B. This election must be held in not less than 20 nor more than 30 days from the filing of this petition.

Signatures.

B.E. Baker, R.A. Nash, J.H. Perkins, George Mitchell, A.H. Thomas, V.T. Foster, C.H. North, Thomas Stillings, W.E. Marsh, J.W. Nash, Thomas Cannon, W.L. Drbolt, Arthur Stanley, James Hinton, M.L. Armstrong, Elwood Huffman, Clinton Williams, C.O. Williams, A.L. Nash, S.S. Woodworth, H. Stanley, Hosea Harris, J.R. Simpson, Oscar Stanley, R.J. Brown, T.J. Noyes, C.E. Lawrence, Anderson B. Thompson, John McKitrick, William Mattis, A.J. Rigdon, E.C. Noyes, Chas. H. Erb, Ira James, J.L. Flaherty, Harry Noble, M.L. Flaherty, F.G. Fullington, M.M. Connor, Mc.D. Thompson, James F. Caudy, A.F. Robinson, P.L. Cox, Charles Peters, Jas. F. Steele, A.J. Huffer, Don Miller, J. Chas. Gross, A.J. Williams, A. Kile, Joseph Snyder, Ernest B. Robinson, Edward Osborn, Emanuel Mayo, Bert Snyder, J.H. Allinger, Mack Hinton, Chas. Mosier, C.V. Davis, E. Edley, John Robbins, Bert James, W.A. Williams, Saml J. Goff, Fred Mosier, Andrew Hinton, L.C. Burnham, M.P. Good, D.C. Noyes, J.H. Mosier, Knight Kimball, Geo. Davis, D.A. Mitchell, S. Daoner, J. Finley, C.C. Smith, Fell Reed, Frank Reed, Oscar Goff, Riley James, W. Hill, W.E. Hinton, C.D. Sayyard, J.O. Nash, Wm. Laird, Jas. Burns, C.L. Martin, L.H. Sayyard, J.N. Heller, O.J. Dodge, N.S. Davis,

Geo. × (his mark) Lemay } B.E. Baker.
J.F. Steele.

(Endorsed) "True Copy- Petition for Local Option Election in the Municipal Corporation, Milford Center, Union County, Ohio, Filed with me this 25th day of Aug. 1904.- Chas. F. Monroe, Mayor of the Municipal Corporation of Milford Center, O.
Received and filed by the Clerk of the Municipal Corporation of Milford Center, Union County, Ohio, on the 7th day of Sept. 1904,- E.R. Hathaway, Clerk of Corporation.

Your relator further says that said petition was filed with Charles F. Monroe, said Mayor of said Village of Milford Center, on the 25th day of August, 1904, and that said petition was received and filed by E.R. Hathaway Clerk of the said Village on the 7th day of September, 1904, That on the 7th day of September, 1904, at a meeting of the said village council of said Village of Milford Center said petition was presented to said council for action, The following is a record of the action of the council as recorded by the said Clerk E.R. Hathaway in the official record of the council proceedings:- "Special meeting called for the purpose to act on Beal

Election petition, September 7th, 1904. Meting called to order by the Mayor, C. F. Monror. Roll call, Epps, Johnson, Hills, Williams, Rigdon and Baker present. The mayor presented a local option petition same having been filed with him Aug. 25th, 1904. Motion by Dr. Hills, seconded by Johnson that the petition be placed in the hands of an investigating committee composed of three members selected by the Mayor and proceed to investigate and report at once. Motion prevailed. The mayor appointed the following to serve Dr. Hills, W. A. Williams, and L. F. Epps. The Committee reported the following: The committee appointed to investigate the petition for a local option election made the following report:- We find ninety-two names on the petition. We find A. Woodworth whose name on the petition is an illegal petitioner by moving out of the corporation. We are also in doubt as to the legality of Oscar Stanley as a petitioner on account of his residence. We are also in doubt about Charles Mower being of legal age. After deducting the three doubtful signers there still remains 89 names having forty per cent still upon the petition, a sufficient number required to order an election, (Signed), Hills, Epps, Williams. Motion by Dr. Baker, seconded by Dr. Hills that the report be accepted. Motion prevails. The following resolution was presented by Dr. Baker, who moved its adoption, same was second by Mr. Rigdon. Motion by Dr. Hills to amend resolution by inserting the 4th day of October instead of Sept. 23rd, 1904. Seconded by Epps. Vote on amendment. Epps, yea; Johnson yea, Hills yea, Williams nay, Rigdon nay, Baker nay, no majority. Vote on original motion, Epps nay, Johnson nay, Hills nay, Williams yea, Rigdon yea, Baker yea, no majority. Motion by Hills, seconded by Johnson that Judge Brodrick be asked the time of setting an election, whether it is from the time of filing with the mayor, or filing with the council. Motion carried. The Judge's answer was received by the Mayor and given to the council. Motion by Dr. Hills, seconded by Johnson that the election be held on the 4th day of October, 1904. Epps, yea, Johnson yea, Hills yea, Williams silent, Rigdon silent, Baker nay, motion lost. Motion by Dr. Baker seconded by Rigdon to adjourn the special session of the council to Thursday evening Sept. 8th, 1904. Motion lost. Motion by Hills seconded by Williams to adjourn. Carried.

E. R. Hathaway, Clerk of Corporation."

Your relator further says that since the adjournment of said council meeting, hereinbefore mentioned, that the regular day for council to meet has taken place, to-wit, the 9th day of September A.D. 1904, and that Charles F. Monror, W. H. Hills, L. F. Epps, and W. H. Johnson, who had refused to order the election within thirty days from the filing of said petition with said Mayor, were absent and have refused to attend said council meeting. That the councilmen who refused to attend said council meeting were in said Village of Milford Center on the said 9th day of September, the day of the regular council meeting. Your relators further say that the petition asking for said election was filed on the 25th day of August, 1904 with the mayor of Milford Center, and that said petition was filed with said Council on the 7th day of September, 1904, and that thirty days from the filing of this petition with said council would be the 6th day of October, 1904.

That the proclamation of the election must be published at least ten days before the election and on two separate weeks, That unless said election is ordered by said council by the 20th day of September, 1904, it will not comply with the provisions of the Beal Local Option law, under which authority said election is to be held,

Your relator further says that Charles F. Monroe, mayor of the Village of Milford Center, and W. H. Wills, President of the Council of Milford Center, who have refused to order said election as required by law, have left the Village of Milford Center, That the paper which is published in Milford Center is printed on Wednesday of each week and mailed on Thursday, That in order to have a legal publication of the said local option election to be held on or before Oct 6th, the said election must be ordered by the said Council on Tuesday the 20th of September.

Your relator further says that said Council of the Village of Milford Center has no valid excuse for refusing to order said election as petitioned for as heretofore set forth, That said election cannot be legally held as required by law unless such election is ordered by the 20th day of September and held on or before the 6th day of October, 1904, and that your relator has no other adequate remedy than mandamus by which to protect his rights.

Wherefore your relator prays that a peremptory writ of mandamus issue out of this Court requiring the defendants to order said election on the 20th day of September, 1904, so that the proclamation can be issued legally for said election to be held on or before the 6th day of October, A. D. 1904, and that said Councilmen and Clerk in Milford Center be ordered to meet in session on the 20th day of September, A. D. 1904 at 7:30 o'clock P. M. and order said election as required by law, and that a copy of the order of said Council for said election be published forthwith, and for all further relief to which your relator is entitled.

H. B. Wheeler, Atty for Relator.

State of Ohio, Union County ss,

Thomas Connor, being duly sworn says he is the relator in the aforesaid case and that the statements and allegations in the foregoing petition are within affiant's personal knowledge and that the statements and allegations in the foregoing petition contained are true,

Thomas Connor.

Sworn to by said Thomas Connor and by him subscribed in my presence this 20th day of Sept. A. D. 1904, (Seal) James E. Robinson, Notary Public.

8360 Precept

Attached to said petition was the following Precept:-

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

The State of Ohio, on the relation of Thomas Connor,

Vs.

W. H. Wills, L. F. Epps, H. H. Johnson, B. E. Baker, H. A. Williams and A. J. Rigdon, members of the council of the Village of Milford Center, in Union County and Charles F. Monroe, Mayor of the Village of Milford Center in Union County, and E. R. Hathaway, Clerk of Milford Center,

To the Clerk:- Issue Writ of Mandamus returnable according to the order of the Court.

H. B. Wheeler, Atty for Relator.

Order of Court

Sheriff's Return and Waiver

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Order of Court

Therefore the Court be willing that full and speedy justice should be done in the premises do command you that you order said election as said petition requests on the 20th day of September, A.D. 1904, so that said election may be held between the third and sixth days of October, A.D. 1904, and that said Council of Milford Center meet at the regular place of holding council meetings on the 20th day of September at 7:30 o'clock P.M. to order said election, and fail not under penalty of being in contempt of Court, and report to this Court, Wednesday, Sept. 21st, at 1:30 P.M. your proceedings on the above order.

Duncan Dow, Judge of the Court of Common Pleas.

Sheriff's Return and Waiver

Sheriff's Return.

Received this writ Sept. 20th, 1904, at 12 o'clock M. and served same by personally handing to Chas. F. Monroe, Mayor, and to H. H. Wells, L. F. Epps, and H. H. Johnson, true and certified copies of this writ with all the endorsements thereon; and by E. R. Hathaway, Clerk, and B. E. Baker, A. J. Rigdon, and H. A. Williams waiving service by signing waiver of service as shown on 1st page of this writ.

Fees; $1.60.

S. F. Burnham, Sheriff.

Waiver.

We, the undersigned defendants hereby waive service of copy of original writ, and hereby enter our appearance in this cause.

B. E. Baker, A. J. Rigdon,
E. R. Hathaway, H. A. Williams.

$360 Entry

On Sept. 22nd, 1904, the following Entry was filed:-

The State of Ohio ex. rel. Thomas Comdt.
vs.
H. H. Wells et. al.

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the report of the Clerk of the Village of Milford Center, Ohio, of the proceedings of the Council of said Village relative to the writ of mandamus issued in this case, And it appearing to the Court that the said Council have complied with the order of said writ of mandamus, and there being being no further action necessary in this cause, said cause is hereby dismissed at the costs of the Village of Milford Center, Ohio, It is therefore adjudged by the Court that the Village of Milford Center, Ohio, pay the costs of this action taxed to $-- for which execution is allowed to issue.

Attest:- Chas. Deerhorwood, 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, Orfon the Hon. Duncan Dow, Judge of said Court at the September Term, A.D. 1904.

Be it remembered that on September, 28th, 1904, the following petition was filed with the Clerk of said Court, towit:-

8363 Petition

The Union Banking Company. — Plaintiff.

Vs.

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

C.F. Foley, Katy Foley, Michael Murphy and Frank M. Gibson ——— Drfendants.

The plaintiff says:- That it is an incorporated Bank under the laws of Ohio; that this action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:- "$200.00/100 Marysville, Ohio, November, 7th, 1901.

Six months after date for value received, we or either of us promise to pay to the The Union Banking Company, or order, at the Banking House of said Company, at Marysville, Ohio, Two Hundred Dollars, with interest at 8 per cent after maturity & and from date.

And we do 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, to waive the issuing and service of process against us or either of us and confess judgment in favor of the said The Union Banking Company against us or either of us for the amount that may be due thereon with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals.

C. F. Foley (Seal)
Katey Foley (Seal)
Michael Murphy (Seal)
Frank M. Gibson (Seal)"

By $5.00 cut by Ex. order from Columbus.
"Cut paid to Oct. 14th, 1902."

There is due to plaintiff from the defendants on said note the sum of Two Hundred and Thirty-two and 25/100 Dollars, which it claims with interest from the 28th day of September, A.D. 1904, at 8 per cent per annum, and for which with costs of suit it asks judgment against the defendants,

J.H. Kinkade, Atty for Plaintiff.

State of Ohio, Union County ss,

J.H. Kinkade, being sworn, says that plaintiff is a corporation, and the instrument sued upon is in his possession, and is for money only, 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 28th day of September, A.D. 1904, (Seal)

Chas. Funhorwood, Clerk.

8363 Answer

The Union Banking Company — Plaintiff.

Vs.

Court of Common Pleas, Union County, Ohio.

C. F. Foley, Katy Foley, Michael Murphy and Frank M. Gibson —— Drfendants.

The defendants, C.F. Foley et. al, by H. T. Hooper, attorney and an Attorney at law of record in this Court, duly authorized

8363

therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters their appearance herein; and said defendants by H. T. Hooper said Attorney duly authorized as aforesaid, says that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against them, but acknowledges and confesses the same to be true, and says that they are indebted to the plaintiff on said note in manner and form as the plaintiff has in its petition set forth, and that the amount due upon said indebtedness at this day is the sum of Two Hundred and Thirty-two and 25/100 Dollars, bearing interest at 8 per cent. per annum and thereon, for that sum, with interest from Sept. 28th, 1904, at 8 per cent per annum, and accruing costs confesses judgment in favor of the plaintiff and waives and releases all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein,

H. T. Hooper, Atty. for Defendants.

8363 On September, 28th, 1904, the following Entry was filed:-

The Union Banking Company — Plaintiff.

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

C. F. Foley, Katy Foley, Michael Murphy
and Frank M. Gibson —— Defendants.

This day came the plaintiff by J. H. Kinkade, Attorney, and filed its petition against said defendants, and thereupon, H. T. Hooper, an Attorney at Law of this Court by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven, shown to the Court and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process entered the appearance of said defendants herein, and 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 Two Hundred and Thirty-two and 25/100 Dollars, bearing interest at 8 per cent per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum. It is therfor considered by the Court here that the said The Union Banking Company, Plaintiff, do recover of the said C. F. Foley Katy Foley, Michael Murphy and Frank M. Gibson, Defendants the sum of Two Hundred and Thirty-two and 25/100 Dollars, so confessed, as aforsaid, with interest from this date at 8 per cent per annum, and also costs in its behalf expended taxed to $— and by virtue of said warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error therein, are by said defendants waived and released.

Attest: 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 September Term A. D. 1904.

Be it remembered that heretofore, towit, on August 1st, 1904, the following petition was filed with the Clerk of said Court, towit:-

8330 Petition

Anna J. Walke — Plaintiff.

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

Orrin G. Walke - 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 or about the 22nd day of April, 1886, she was married to the said defendant, and that there has been born to them as the result of said marriage relation the following children, towit:- Harrison Walke, aged 15 years, and Hilbert Walke, aged 9 years; both of said children make their home with the plaintiff, and the child Hilbert is supported by and cared for by the plaintiff, but Harrison is now working out, but he is supported by the plaintiff when not working out.

The plaintiff has always conducted herself properly as a wife.

The plaintiff and defendant are the joint owners of a small property in Milford Center, Union County, Ohio, bounded and described as follows:- Beginning 129 feet from the East line of In Lot No. 52, and in the North line of State Street and running thence in a Northerly direction and parallel with said last line 30 feet to the Mill race; thence west with the line of said Mill race 100 feet; thence South to the North line of State Street; thence with said street to the place of beginning, and being part of said In Lot No. 52. Also another piece; Beginning at the Southeast corner of the above described lot and running East with the North margin of State Street 20 feet; thence North 45 feet; thence West 20 feet, thence South 35 feet to the place of beginning, and being 20 feet off of the East side of that part of In Lot No. 52, owned by Rachel J. McAdow, and being the same real estate described in a deed recorded in Vol. 85, on pages 213- 214 of the deed records for said County of Union.

The plaintiff and defendant are also owners of some household goods, and the defendant owns a boarding car of the value of about $100.00.

Regardless of his marital duties the defendant has been guilty of gross neglect of duty in this, towit:- About two years ago he became infatuated and criminally intimate with a woman residing in said Village, and whose name is Mattie. The defendant often visited this woman and corresponded with her, and has bestowed upon her the affection and care, which he owed to the plaintiff; that about the month of February, 1903, he left the plaintiff and her children without making any provisions for their support, and the plaintiff was compelled by her own labor to provide for herself and said children.

The defendant came back to the Village of Milford some time in May, 1903, and notified the storekeepers of the Village not to trust the plaintiff on his account, and then he went away again.

During last fall he constructed himself a boarding car on wheels, and

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8330 Answer & Cross-petition

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has since that time absented himself from plaintiff and the children and has livid in his car, leaving the plaintiff to support herself and the children with what assistance the child Harrison could give by his labor,

The defendant has for more than the year last past neglected and refused to provide food or clothing for the plaintiff or her children except to give the youngest child a pair of boots. The defendant is able to, and does earn money, but he spends the same upon himself and others, neglecting the plaintiff and her children.

The defendant has also been guilty of extreme cruelty at and towards the plaintiff during the last two years and has struck and beat her without cause.

Wherefore, the plaintiff prays, that she may be divorced from the said defendant, that the real estate herein described and the household goods may be decreed to her as alimony, and that she may have such other and further allowance of alimony, as to the Court may seem just; she further prays for the custody and guardianship of said children, and for all proper relief.

J. L. Cameron, Attorney for Plaintiff.

8330 Precipe — Clerk will issue summons and copy of this petition to Sheriff of Union County, O.

8330 Summons — On August, 1st, 1904, the following Summons was issued:-

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

You are hereby commanded to notify Orrin G. Walke that Anna J. Walke has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a copy of which is herewith served on him) charging him with gross neglect of duty &c, and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons, on the 15th day of August, A. D. 1904. Witness my hand and the seal of said Court at Marysville, this 1st day of August. A.D. 1904. (Seal) Chas. C. Denhorwood, Clerk.

Sheriff's Return.

Received 1 o'clock P.M. on the 1st day of August, A.D. 1904, and on the 4th day of August. A.D. 1904, 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:- $2.80.

S. F. Burnham, Sheriff.

8330 Answer & Cross-petition — On August, 6th, 1904, the following Answer & Cross-petition was filed:-

Anna J. Walke — Plaintiff.

vs.

Court of Common Pleas, Union County, Ohio.

Orrin G. Walke — Defendant.

Now comes the defendant, Orrin G. Walke, and for answer to the plaintiff's petition says he admits the residence, marriage and birth of said children but denies each and every other allegation in said petition contained. Defendant further pleading says that while the deed of the property described in plaintiff's petition may show a joint

ownership in said plaintiff and defendant, yet the same was purchased and paid for by the defendant with his own earnings, and that the furniture and household goods were all paid for by the defendant, The defendant says that the plaintiff is a woman of violent temper, was very cross and abusive at times toward the defendant, and is wholly unfit to have or have the custody and care of said minor children, by reason of her ill temper and dissolute habits. she being without any control of said children, allowing them to run at large without any control whatever, That the plaintiff has been guilty of gross neglect of duty in this that on or about the month of November, 1900, while the defendant was busy at his work, the plaintiff employed two draymen and moved out and left the home, defendant and her home, took all the furniture and left the defendant nothing to live on or with, She at that time stayed away about a month, when she came back and begged the defendant to forgive her, and he took her back, again in Sept. 1903, she left the defendant again without any cause whatever on his part, and when the defendant came to see her, she refused to see him, and at one time writing him a letter to that effect, and refused to live with the defendant.
Defendant denies that he has ever been guilty of neglect of her or his children; that at the only time he was not able to support his children, was when the plaintiff refused to see the defendant,
Defendant has a good home and is fully qualified to raise and keep the said children, and is financially able to raise and educate said children.
Defendant therefore, prays that he be granted a divorce from the plaintiff and be decreed the custody, care, Education and control of said children and that he be restored to all his property rights in the property set out in her petition, and for all proper relief.

Orrin G. Walke, by J. M. Kennedy,
his Attorney.

8330 Reply

On Oct. 3rd, 1904, the following Reply was filed:-

Anna J. Walke — Plaintiff.
Vs.
Orrin G. Walke — Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and for her reply to the defendants answer says, she denies each and every allegation in said answer contained, except such allegations as are in the petition admitted; and except also that on two occasions she was separated from the defendant, but the plaintiff avers that such separation was caused by the cruelty and ill-treatment of the defendant, and plaintiff was for her own safety and the welfare of her children compelled to leave her home for a time. She therefore prays as she has always prayed in her petition,

J. L. Cameron, Atty for Plaintiff.

8330 Entry

On Oct. 25th, 1904, the following Entry was filed:-

Anna J. Walke.
Vs.
Orrin G. Walke.

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the pleadings and evidence, and upon due consideration thereof

the Court finds that the plaintiff was a resident of the State of Ohio, for one year next preceding the filing of her petition, and at the time was a bona fide resident of this County of Union and that the parties were married as stated in the petition, The Court further finds that the defendant has been guilty of extreme cruelty to the plaintiff as stated in her petition, and that by reason thereof the plaintiff is entitled to be divorced as prayed for. The Court finds against the defendant on his answer and cross-petition.

It is therefore adjudged and decreed that the marriage contract heretofore existing between the said parties hereto be, and the same is hereby dissolved and both parties released therefrom, It is further ordered and decreed by the Court that the plaintiff have, as and for her reasonable alimony all the defendants interest in the real estate described in the petition, and that she have and hold the title to said real estate wholly discharged from any right, or claim of the defendant either as dower, or otherwise, giving to plaintiff complete title to all of said real estate in fee simple. It is further adjudged and decreed that the care, custody and guardianship of the children named in the petition be, and the same is given to the plaintiff, but with the privilege of the defendant to see and visit them at reasonable times, In consideration of the plaintiff being decreed the real estate and custody of the children, she is to be charged with their maintenance and support while having such custody and control, It is further adjudged and decreed that each of the parties pay the costs which they have respectively made, that is the plaintiff shall pay all her own cost, and the defendant shall pay his cost, and execution for such costs is awarded.

Attest: Chas Fenhorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the September, A.D. 1904,

Be it remembered that on Nov. 10th, 1904, the following petition was filed with the Clerk of said Court, towit:-

8370 Petition

Allen Haines — Plaintiff.

Vs.

C.F. Harriman and Rachel Harriman, — Defendants.

The State of Ohio, Union County, ss.

In the Court of Common Pleas.

The plaintiff says this action is founded upon a promissory note, of which the following is the original with all the credits and indorsements thereon;-

$187.50

March, 1st, 1904.

Five months after date for value received, we, or either of us promise to pay to the order of Allen Haines, One Hundred and Eighty-seven 50/100 Dollars, with interest at the rate of 8 per cent per annum after due, payable at Union Banking Co., Marysville, O, and we hereby authorize any Attorney at law to appear in any Court of Record in the United States after the above obligation becomes due, 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.

Due Aug. 1st. 1904,

C.F. Harriman (Seal)

Rachel her x mark Harriman (Seal)

There is due to plaintiff from the defendants on said note the sum of One Hundred and Eighty-seven 50/100 Dollars, which he claims, with interest from the 1st day of August, A.D. 1904, at 8 per cent per annum and for which with costs of suit he asks judgment against the defendants,

Allen Haines.

The State of Ohio, Union County, ss,

Allen Haines, being sworn, says that he is the plaintiff in the foregoing action, and that the facts stated and allegations in said petition are, in affiant believes, true,

Allen Haines.

Sworn to before me, and signed in my presence, this 10th day of November, A.D. 1904, (Seal) Chas. C. Fenhorwood, Clerk.

8370 Answer

Allen Haines — Plaintiff.

Vs.

C.F. Harriman et al. - Defendants.

Court of Common Pleas, Union County, Ohio.

The defendants, C.F. Harriman and Rachel Harriman, by James E. Robinson, their Attorney, and an Attorney at Law of Record in this Court duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters their appearance herein, and said defendant by James 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

8370 Entry

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and confess the same to be true, and say that they are indebted to the plaintiff on the said note in manner and form as the plaintiff has in his petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred and Ninety-One and 67/100 Dollars, bearing interest at 8 per cent per annum and accruing costs they confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error thereto.

James E. Robinson, Attorney for Defendants.

8370 Entry

Allen Haines — Plaintiff.
vs. Court of Common Pleas, Lucas County, Ohio.
C. F. Harriman et. al. - Defendants.

This day came the plaintiff and filed his petition against said defendants, and thereupon James 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 said defendants, waived the issuing and service of process, entered the appearance of said defendants thereto, and acknowledging that said defendants did owe and were indebted unto the plaintiff as he has in his petition alleged, by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff for said indebtedness, the sum of One Hundred and Ninety-One and 67/100 Dollars, bearing interest at 8 per cent per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum. It is therefore considered by the Court here that the said Allen Haines plaintiff do recover of the said C. F. Harriman and Rachel Harriman, Defendants the sum of One Hundred Ninety-One and 67/100 Dollars, so confessed, as aforesaid, with interest from Nov. 10th, 1904, 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 Southerwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the September Term, A. D. 1904.

Be it remembered that on July, 27th, 1904, the following Petition was filed with the Clerk of said Court, towit:-

8327 Petition

Nora Webb --- Plaintiff.

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

Ira D. Webb --- Defendant.

Nora Webb, 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 for more than one year last past. That she and the defendant, Ira D. Webb, were married to each other on or about the 22nd day of September, 1897; and that there are no children of said marriage now living; that she has always conducted herself as a true and faithful wife to said Ira D. Webb; and that the defendant has been guilty of extreme cruelty towards the plaintiff, frequently striking her with his fist and threatening to shoot plaintiff. Plaintiff further says that the defendant has been an habitual drunkard for more than three years last past. Plaintiff further says that during the month of June, 1903, defendant contracted a private disease, which he acknowledged to plaintiff he caught from a woman in Cleveland, since which time plaintiff and defendant have not lived together as man and wife. And the Complainant further says that at the time of, and prior to her said marriage with the defendant, Ira D. Webb, her name was Nora Clapsaddle.

Therefore the plaintiff prays that she be granted reasonable alimony during the pendency of this action; and that she be adjudged and decreed a divorce from her said husband, Ira D. Webb, and that the bonds of their said marriage may be absolutely dissolved, and that she be restored to her former name of Nora Clapsaddle, for her costs and reasonable Attorney's fees; and for all proper relief.

Nora Webb.

James McAdams, Attorney for Plaintiff.

8327 Precipe

To the Clerk:-

Issue summons and copy of petition to the Sheriff of Licking County, returnable according to law.

James McAdams, Attorney for Plaintiff.

8327 Summons

On July, 27th, 1904, the following Summons was issued:-

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

You are commanded to notify Ira D. Webb that Nora Webb has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a copy of which is herewith served on him) charging him with extreme cruelty &c, and asking that she be divorced from him, and for other proper relief.

Said petition will stand for hearing during the ~~next~~ 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 8th day of

August, A. D. 1904. Witness my hand and the seal of said Court at Marysville, this 27th day of July, A. D. 1904.

(Seal) Chas. C. Sunhorwood, Clerk

Sheriff's Return.

Received 9 o' clock A. M. on the 28th day of July, A. D. 1904, and on the 4th day of August, A. D. 1904, I served the same by leaving at the usual place of residence of the within named Ira D. Webb, a true copy thereof, together with a certified copy of the petition in this case,

Fees:- $1.45.

W. H. Anderson, Jr. Sheriff.
By Wm. Linke, Deputy.

8327 Entry

On October, 7th, 1904, the following Entry was filed:-

Nora Webb.

Vs.

Ira D. Webb.

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default; and the Court having heard all the proofs and evidence, adduced by the parties respectively, and the argument of counsel, and being fully advised in the premises, doth find the said defendant, Ira D. Webb is guilty of extreme cruelty, and that all and singular the facts allegd in the petition are true, Thereupon, by reason of said aggressions on the part of said Ira D. Webb the said Nora Webb is hereby granted an absolute divorce from her said husband, and the said marriage between them annulled, and she is restored to her former name of Nora Clapsaddle.

And it is further adjudgd that the said Ira D. Webb pay the costs of this action to be taxd including an Attorney fee of Twenty-five Dollars to plaintiff's Attorney; and in default thereof that execution issue therefor.

Attest: Chas Sunhorwood, Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court at the April Term, A.D. 1905.

Be it remembered that on December, 17th. 1904, the following Petition was filed with the Clerk of said Court, to-wit:-

8380
Petition

John N. Boerger - Plaintiff.

vs.

The Evangelical Lutheran St. Johns Church and Congregation - Defendant.

Court of Common Pleas,
Union County, Ohio.

The plaintiff says, that prior to the year 1878 there were in the County of Union near Marysville, Four Lutheran Churches, two bring in Marysville, and two bring in the County south of Marysville; that there were two Cemeteries for the four Churches, or congregations, both of said Cemeteries being at the respective Churches in the County south of Marysville.

The Cemetery nearest to town was in Paris Township and the other one was in Darby township, near the Paris Township line.

That about the year 1878, there was a rearrangement of the Churches so that the two Churches in the Village were merged in one, and one of the Churches south of Marysville, was abandoned, so as to make only two churches. There was also the two Cemeteries.

The plaintiff had previously been a member of what was called The Evangelical Lutheran St. Johns Church and Congregation, being the one located in Darby Township near the Paris Township line.

That about the year 1882 the plaintiff purchased a lot in the Cemetery of the defendants Church, and plaintiff took possession of the same and paid the full consideration therefor, and on the death of the plaintiffs wife about the year 1882 the plaintiff buried her body in said lot and has ever since kept up the same, and has reserved room on said lot for the burial of plaintiffs body, when death shall occur.

The plaintiff further says that after the merging and consolidation of the said Lutheran Churches into the two bodies, the Church in the Village of Marysville, was and is called, The Trinity Lutheran Congregation, and after the rearrangement of the Churches the plaintiff became a member of the said Trinity Church at Marysville. The plaintiff further says that there was an equitable adjustment made by and between the two congregations, whereby it was mutually agreed and arranged that the Trinity Church in Marysville, should have and hold the cemetery that was formerly at the Church in Paris Township outside the Village, and the defendant should have the other Cemetery, but with the further arrangement that all persons, members of Trinity Church who owned or held lots in the defendants Cemetery should continue to have and hold the same, and in case of the burial of their dead should have the use of the Cemetery vault at defendants Cemetery, and all members of the defendants Congregation who had or held lots in the Trinity Church Cemetery should continue to have and hold the same, and in case of the burial of their dead might have the use of the vault

Precipe
8380
Summons

at said last named Cemetery. This reciprocal and just arrangement and contract has been faithfully kept by the Trinity Church Congregation, but the plaintiff says that he has now been informed and notified by the defendant that in the event of his death his body cannot be buried in the lot aforesaid by the side of his wifes body; and the defendant denies the plaintiffs right to the said lot, and declares he shall not have the right of burial therein.
The plaintiff desires while living to fix the place of his sepulcher so that he may be said to rest without strife or contention. That the plaintiff has paid the full consideration for said Cemetery lot and has taken possession of the same and buried the body of his wife therein and placed suitable monuments all with the full knowledge and consent of the defendant, and the plaintiff would suffer wrong and irreparable injury if he should now be deprived of the place of sepulcher he has provided. Wherefore the plaintiff for the purpose of quieting his title to said Cemetery lot and determining his right of burial therein, asks the Court here that the defendant may be notified and required to fully answer in the premises, and that upon final hearing, hereof, the plaintiffs title and right to said Cemetery lot may be quieted and forever put at rest, and the defendant required to permit the plaintiff to have and hold the same as place of sepulcher, and that the defendants may be forever enjoined from in any manner interfering with this right of the plaintiff, and for all such other and further relief as the nature of the case may require.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio, Union County, ss:-

John K. Boerger, being first duly sworn, says that the facts stated and allegations made in this foregoing Petition are true as he verily believes.

John K. Boerger.

Sworn to before me and signed in my presence this 17th. day of December, 1904.

(Seal). Chas. P. Cushenwood. Clerk.

Cr cipe — Clerk issue summons for the defendant direct to Sheriff of Union County, Ohio, returnable according to law.

J. L. Cameron, Atty. for Plaintiff.

8 380 Summons. — On December, 17, 1904, the following Summons was issued:-

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

You are hereby commanded to notify The Evangelical Lutheran St. Johns Church and Congregation, that it has been sued by John K. Boerger in the Court of Common Pleas of Union County and must answer by the 14th. day of January, A.D. 1905, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 26th. day of December, A.D. 1904.

Witness my hand and the seal of said Court, this 17th. day of December, A. D. 1904.

(Seal). Chas. S. Pendergrood, Clerk.
By Olive Pendergrood, Deputy.

Sheriff's Return.

Received this writ December, 20th A.D. 1904, at 9 o'clock A.M., and served same by leaving at the usual place of residence of Charles Ranach, President of the Board of Trustees, and Rev. H.S. Knechle who has charge of the congregation of the Evangelical Lutheran St. Johns Church, true and certified copies of this writ with all the endorsements thereon, Dec, 21st. 1904.

Fees: $1.61

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

8380 Answer.

On January 10th. 1905, the following Answer was filed:-

John H. Borrger, Plaintiff.
vs.
The Evangelical Lutheran St. Johns Church, Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant, and for its Answer herein says, that it denies that the plaintiff in the year 1882 or at any other time purchased a lot in the Cemetery belonging to this defendant. It admits that the plaintiff at one time was a member of this defendant congregation, and while such member became entitled to certain privileges in said Cemetery in common with the other members of defendant congregation. That said privilege consisted of the right of burial in said Cemetery of himself, wife or children so long as he or they respectively were members in good standing of said Congregation. That while plaintiff was a member of said Congregation his first wife died and was buried in a portion of said Cemetery allotted to him by the defendant congregation. That the plaintiff thereafter severed his connection and membership with this defendant, to-wit, on the 16th. day of October, 1898, and then and thereby voluntarily and of his own accord forfeited and relinquished all his rights and interest in said burial easement in said Cemetery.

Defendant says that the Cemetery in question is and has been since the year 1852 the sole property of this defendant congregation; and that by its rules and regulations, Constitution and by-laws, only members of this defendant congregation, upon complying with its rules and regulations and paying and contributing a stated small sum of money for the drainage and general keep of said Cemetery, thereby acquire rights of burial for themselves and families in said burial grounds. That by the Constitution, by-laws, rules and regulations of this defendant Congregation, any member severing his connection with said Congregation thereby forfeits and relinquishes his privileges in and to said burial grounds, all of which was well known to the plaintiff, when, in the year 1898, he withdrew from the defendant Congregation.

And further answering said petition the defendant says that it denies each and every other allegation in said petition contained, not hereinbefore specifically admitted or denied.

By, C. S. Duncan, Attorney for Defendant.

8380 Reply.

The State of Ohio, Union County, SS:-
Charles Rausch, being first duly sworn deposes and says that he is one of the Trustees of the Evangelical Lutheran St. John's Church, duly authorized in the premises, and that all and singular the denials, statements and allegations in the foregoing Answer contained are true as he verily believes.

Chas. Rausch.

Sworn to before me by the said Chas. Rausch, and by him subscribed in my presence, this 10th day of January, A. D. 1905.

(Seal). Chas. P. Pendorwood, Clerk.

8380 Reply.

On January, 28th. 1905, the following Reply was filed.

John H. Bodger - Plaintiff.
Vs.
The Evangelical Lutheran St. John's Church - Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and for his Reply to the defendants answer says.

He admits that about the 16th. day of October, 1898, he transfered his membership from the defendants Church to the Trinity Church in Marysville, O. but denies that he relinquished or forfeited any of his rights, interests or easements to the defendants Cemetery.

This plaintiff says that by the reciprocal agreement and arrangement set forth in the petition the defendant gave to the members of said Trinity Lutheran Church in Marysville the right to own and use lots in the defendants cemetery for burial purposes, and by action of the defendant congregation before the plaintiff transfered his membership to said Trinity Lutheran Church, the defendant recognized and confirmed the rights and privileges of its cemetery to the members of said Trinity Lutheran Church and permitted members of said Trinity Lutheran Church to have and hold lots in defendants cemetery and to use and hold the same as place of burial of their dead the same as if they were members of defendants Church, and the Trinity Lutheran Church granted and recognized the same right of burial in its cemetery to members of the defendant church.

That the plaintiff was not expelled, nor did he expel himself from the defendant church, but peacably withdrew his membership, to become a member of said Trinity Lutheran Church at Marysville, and he has ever since the year 1898 been a member in good standing of said Trinity Lutheran Church and entitled to all the rights and privileges granted its members by said reciprocal agreement and arrangement. The plaintiff says he has contributed his means and labor toward keeping up the defendants cemetery and is and has been at all times ready able and willing to contribute and pay any just assessment that may be made upon him for that purpose.

The plaintiff says that while the legal title to said cemetery grounds may be in the defendant, yet it holds the same for the use of such persons as it permits to acquire lots therein for burial

purposes. That the defendant has granted the right and easement of burial in said Cemetery to the plaintiff in a lot assigned to him by the defendant for that purpose, and has permitted the plaintiff to take possession of the same and bury his wife therein and to put up monuments on said lot which the plaintiff has ever since the year 1882 kept up and maintained, and the defendant by its sexton and officers has assisted in burying members of the Trinity Lutheran Church in defendants Cemetery, and by reason thereof, and by reason of said reciprocal agreement and arrangement and the benefits it has enjoyed therefrom, is now estopped from denying the plaintiff the right to use his said lot for place of burial.

The plaintiff denies each and every other allegation and averment in said Answer not herein 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:-

John K. Boerger, plaintiff, being first duly sworn, says the facts stated in this foregoing reply are true as he believes.

John K. Boerger.

Sworn to before me and signed in my presence this 28th. day of January, 1905.

(Seal) Chas. P. Cenkenwood, Clerk.

On August 8th. 1905, the following Entry was filed.

8380 Entry.

John K. Boerger - Plaintiff.
vs.
The Evangelical Lutheran St. Johns Church and Congregation - Defendant.

Court of Common Pleas, Union County, Ohio.

This cause came on to be heard upon the pleadings and evidence and was argued by Counsel and submitted to the Court; On consideration whereof, the Court being fully advised in the premises, finds that in the year 1878, there were four Lutheran Churches in Union County, two in Marysville and two in the County south of Marysville; that said Churches had two cemeteries, both located in the County, one in Paris Township and the other in Darby Township; that in said year, a re-arrangement of the Churches was had, the Churches in Marysville consolidating and the one in the County nearest Marysville abandoned, the name of the one in the County being St. Johns Church, and the one in Marysville, Trinity Church.

That an arrangement was made between said Churches, whereby Trinity Church should control and keep in repair the Cemetery located at the abandoned Church in Paris Township; and that St. Johns Church should own and control the other cemetery at its Church, and that a member of either Church, owning a lot in either cemetery should continue to hold the same and should have the privilege of burial therein and the use of the cemetery vault.

That in the year 1882, the plaintiff, being a member of St. Johns Church, purchased the privilege of a lot in the cemetery thereto

and took possession of the same and caused his wife to be buried thereon, and erected on said lot a family monument, reserving room for the burial of his body on said lot beside his wife, and has ever since kept up said monument and burial lot and reserved the same as his place of sepulcher at death.

That in the year 1898, and since the burial of his wife, the plaintiff withdrew his membership from St. Johns Church and became a member of Trinity Church, that the plaintiff has been informed and notified by the defendant that in the event of his death, his body cannot be buried in said Cemetery lot beside his wife, and that by reason thereof his title and easement and rights in said burial lot have been and are disquieted.

The Court further finds that Trinity Church has kept and performed its part of said reciprocal agreement and has not denied the right of burial in its cemetery to members of St. Johns Church nor has it consented to an abridgment of the rights of its members to burial in St. Johns Church Cemetery.

The Court finds the equity of the case to be with the plaintiff, and that so long as he remains a member of Trinity Church and continues to care for his lot in the defendant cemetery he is entitled to sepulcher thereon.

It is therefore considered, ordered and decreed by the Court that the plaintiffs right, title, easement and possession of said burial lot be and the same is hereby quieted as against the defendant and all claiming through, or under it, and the defendant and all persons claiming under it are hereby enjoined from interfering with the plaintiff in his said right of sepulcher and burial in said Cemetery lot, conditioned however upon the plaintiff continuing to be a member of said Trinity Church.

It is further ordered and decreed that the plaintiff pay the costs of this proceeding made by him and that the defendant pay the costs made by it, and in default of payment that execution be awarded therefor, to all of which the defendant then excepted, and gave notice of its intention to appeal - Bond fixed at $100.00.

Attest:- Chas. F. Cruikshank, Clerk.
By Olive E. Cruikshank, 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 April Term, A. D. 1906.

Be it remembered that on March, 21st. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8413
Petition.

Court of Common Pleas,
Union County, Ohio.
No. 8413.
Petition.

P. P. Blackburn, doing business as P. P. Blackburn & Company, Plaintiff.

Vs.

George Grewell and James D. Kilbury, Partners doing business under the firm name of Grewell & Kilbury - Defendants.

The plaintiff says that at the time hereinafter mentioned, he was and now is doing business under the firm name of P. P. Blackburn & Company, in the city of Baltimore, Maryland. That at the times hereinafter mentioned, the defendants George Grewell and James D. Kilbury, were co-partners, doing business in the city of Plain City, Ohio, under the firm name of Grewell & Kilbury.

That during the year 1904 from the month of August to the month of December, inclusive, said defendants made consignments in car-load lots, of corn and oats to said plaintiff in the city of Baltimore, Maryland, there to be sold on the market by the said plaintiff as ordered and directed by the said defendants.

That said consignments were received and held by the said plaintiff as the agent in the sale thereof for said defendants, and that said plaintiff was to receive as compensation for said sale the usual Commission thereof; that all costs, expenses and charges connected with the consignment and storage of said goods, to-wit:- freight, inspection, weighing, insurance and storage and any other expenses necessary to the proper care and handling of said goods, were to be paid by said plaintiff and charged to the account of said defendants.

That the said goods were held and sold by said plaintiff, as ordered, directed and instructed by the said defendants; that said goods were sold for the highest and best price that could be obtained therefor at the times said goods were ordered to be sold by said defendants and that the amounts and prices obtained for said goods from such sale and expenses, charges, commissions, storage and other expenses, are as set forth in the itemized statements hereto attached and filed herewith and marked exhibit- "A"; that on or about the date of each consignment said defendants sent drafts drawn upon said plaintiffs together with bills of lading to said plaintiff for said goods consigned and that the plaintiff upon receipt and presentation thereof honored and paid said drafts; that the amounts of said drafts were estimated by said defendants upon the defendants gradings and estimates of the quality and amount of said goods and the market quotations at the times of said consignments, that said amounts were greater than were realized from the said sale of said goods at the times ordered to be sold by said defendants allowing for the expenses, charges, Commission and storage and other expenses made necessary by the holding of said goods as ordered and directed by said

Precipe.

1904.
Dec. 3
"
1905
Jan. 5
"
"
Feb.
"
"
Feb.
Feb
Feb.

defendants.

That there is due said plaintiff from said defendants for over drafts as aforesaid, on the account for the goods consigned by said defendants to said plaintiff from the month of August to the month of December, inclusive, in the year 1904 and sold as ordered and directed by said defendants, a copy of which is hereto attached and filed herewith and marked Exhibit "A", the sum of $209.17 which the claims with interest from the 4th. day of February, A.D. 1905.

Wherefore plaintiff prays judgment against said defendants for the sum of $209.17 together with interest from the 4th. day of February, A.D. 1905.

Bert F. Mull,
Plaintiffs' Attorney.

State of Ohio, Franklin County, SS:-

Bert F. Mull, being first sworn, says, that he is Attorney for P. P. Blackburn, the plaintiff aforesaid, duly authorized therein; that said plaintiff is a non-resident of the State of Ohio; and that the facts stated and allegations made in the foregoing petition are true as he verily believes.

Bert F. Mull.

Sworn to before me and subscribed in my presence this 20th. day of March, A.D. 1905.

(Seal) L. R. Pugh, Notary Public,
Franklin County, Ohio.

Praecipe. To the Clerk:-

Having reference to the style in the above entitled action issue summons on the defendants, directed to the Sheriff of Union County, Ohio, returnable according to law.

Endorse: "Action for money, amount claimed on account $209.17.

Bert. F. Mull, Plaintiffs Attorney.

Exhibit "A".

able address. Established, 1882.

"Blackburn" Baltimore P. P. Blackburn & Co.,
Grain Receivers and Exporters, Commission Merchants,
Office: 2 E. Saratoga St. Baltimore, Md. March. 8th. 1905.

Statement, Dr.

1904.				
Dec. 31st.	To over-draft on car of corn		$ 69686,	$ 20.79.
" 31st.		do	15 34.	22.76
1905-				
Jan. 5th.		do.	15 150.	21.78
" 7th.		do	469	33.14
" 9th.		do.	15 5 85	10.26
Feb. 3rd.	To over-draft	on car oats,	84 111	41.10
" 3rd.		do	80688	34.34
" 3rd.		do.	26 5 97	48.09
Feb. 4th.		do.	15 8 25 } 15 5 43 }	170.39
Feb. 4th.		do.		22.69
Feb. 4th.		do.	3834	21.61
			80672	$ 446.89

Cr.

1904. Oct. 10th, by Cash. $225.00
1905. Jan. 31st. By rebate freight on car conw #469 12.72 237.72
209.17

To Messrs. Grenell & Kilbury, Plain City, Ohio.
Baltimore Md, Dec. 31st. 1904.

Sales By S. O. Blackburn & Co., Commission Merchants,
Grain Receivers & Exporters,
For account of Grenell & Kilbury- Sale Dec. 27
No. of Car 69686 P R R
758.52 bu. Rejected corn sat 47½ $360.49
Charges.

Draft, paid Dec. 13,	$316.50	
freight (domestic)	55.25	
Inspection, weighing & insurance	1.00	
Interest	.95	
Commission (domestic)	7.58	381.28
Amount over drawn		20.79
We charge your a/c		20.79
Dec. 31st. 1904		

No. of car 15334 P. B. W.
758.02 bu. Rejected corn, sat 44 333.54.
Charges

Draft paid Dec. 19th.	308.60	
Freight (export)	42.45	
Inspection, weighing and insurance	1.00	
Interest	.46	
Commission (export),	3.79	356.30
Amount overdrawn		22.76
We charge your a/c.		22.76

Jan. 5, 1905; Sale Dec. 27.
No. of car 15150 Pa. Co.
755.40 bu. Rejected corn at 47½ $358.96
Charges.

Draft, paid Dec. 14.	316.12	
Freight (domestic)	55.02	
Inspection, weighing & Insurance,	1.00	
Interest	1.05	
Commission (domestic).	7.55	380.74
Amt. overdrawn		21.78
We charge your a/c.		21.78

Feb. 3rd. 1905 Sale Feb. 3.
Insurance from Sep. 8th.
Storage from Dec. 8th.
No. of Car 84111 P. R R
1278.04 bu. 2 white heavy oats, at 36 460.12
Charges.

Draft, paid Aug. 30th.	407.00
Freight	44.99
Inspection, weighing,	.60

Interest	11.83	
Commission	12.78	
Insurance	8.05	
Storage,	15.97	501.22
Amt. overdrawn		41.10
We charge your a/c.		41.10

Jan. 7th. 1905; Sale Dec. 31.

No. of car, 469 P.F.W. & Co.

7506.54 bu. rejected corn, at 44½ 336.84

Charges.

Draft, paid Dec. 16th.	308.96	
Freight	55.11	
Inspection, weighing & Insurance,	1.00	
Interest,	1.13	
Commission,	3.78	369.98
Amt. overdrawn		33.14
We charge your a/c.		33.14

Jan. 9th. 1905- Sale Dec. 27-

No. of Car. 15585 Pa. Co.

7505.20 bu. 3 corn, at 49- 370.13

Charges.

Draft, paid Dec. 19th.	315.75	
Freight. (domestic)	54.99	
Inspection, weighing & Insurance,	1.00	
Interest,	1.10	
Commission (local),	7.55	380.39
Amt. over-drawn		10.26
We charge your a/c.		10.26

Feb. 3rd. 1905, Sale, Feb. 3.

Insurance from Sept. 13th.

Storage from Dec. 8th.

No. of car 80688 P. R. R.

1190.30 bu. 2 White medium oats at 36½ 434.69

Charges.

Draft, paid Aug. 29	381.00	
Freight,	41.92	
Inspection, weighing,	.60	
Interest.	11.14	
Commission.	11.90	
Insurance	7.59	
Storage.	14.88	469.03
Amt: over drawn		34.34
We charge your a/c.		34.34

Feb. 3rd. 1905, Sale Feb. 3rd.

Insurance and storage from Nov. 3rd.

No. of Car. 26597. Pa. Co.

1251.28 bu. 2 White medium oats at 36½ 456.93

Charges.

Draft paid Sept. 1st.	403.50	
Freight,	44.06	
Inspection, weighing,	.60	
Interest	11.57	
Commission	12.51	
Insurance	4.56	
Storage.	28.16	504.96
Amt. over-drawn		48.03
We charge your A/c.		48.03

Feb. 4th. 1905, Sale Feb. 4
Storage & Insurance Car, 15825, Aug. 18
" & " " 15543, " 22
No. of Car, 15825 W.L. & 15543 W.L. & 15543 W.L.
Car 15825 W.L. 1255.00 bu. 2 White oats, at 36 451.80
Car 15543 W.L 1242.26 " do at 36 447.41
899.21

Charges

Draft, paid Aug. 12.		805.00	
Freight, 15825	44.31		
" 15543	43.75	88.06	
Inspection, weighing, 2 cars		1.20	
Blowing car 15825		3.15	
Interest		26.19	
Commission 2 cars		24.97	
Insurance 2 cars		17.98	
Storage 15825		53.34	
do 15543		49.71	1069.60
Amt. over drawn			170.39
We charge your A/c.			170.39

Feb. 4th. 1905, Sale Feb. 4.
Insurance & Storage from Nov. 22nd.
No. of car 3834 P.S.S. & St. L.
1280.20 bu. 3 white oats at 35 3/4 457.82

Charges.

Draft paid Sept. 8th.	384.38	
Freight.	45.08	
Inspection, weighing.	.60	
Interest	10.68	
Commission	12.80	
Insurance	4.57	
Storage.	22.40	480.51
Amt. overdrawn		22.69
We charge your A/c.		22.69

Feb. 4th. Sale Feb. 4th.
Insurance & Storage from Nov. 21st.
No. of Car, 80672 A.R.
1278.04 bu. 3 white oats at 35 3/4 456.93.

Charges.

Draft paid Sept. 13th.	382.97	
Freight	44.99	

8413
Summons

8413
Motion.

Inspection, weighing.	.60	
Interest.	10.27	
Commission.	12.78	
Insurance.	4.56	
Storage.	22.37	478.54
Amt. overdrawn		21.61
We charge your a/c.		21.61

8413
Summons

On March, 21st. 1905, the following Summons was issued.
The State of Ohio, Union County: To the Sheriff of Union County:
You are hereby commanded to notify George Grewell and James D. Kilbury, Partners doing business under the firm name of Grewell & Kilbury, that they have been sued by S. P. Blackburn, doing business as S. P. Blackburn & Company, in the Court of Common Pleas of Union County, and must answer by the 22nd. day of April, A.D. 1905, or the 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 April, A.D. 1905.
Witness my hand and the seal of said Court, this 21st. day of March, A.D. 1905.
(Seal)
Chas. S. Centenwood, Clerk.
By Clive Centenwood, Deputy.

Sheriffs Return.

Received this writ March, 21st. A.D. 1905, at 7 o'clock, P. M. and served same on the 23rd. day of March, 1905, by handing a true and certified copy of this writ with all the endorsements thereon, to the within named Defr. George Grewell- also on the 23rd. day of March, 1905, I served the within named Defr- James D. Kilbury by leaving a true and certified copy of this writ with all the endorsements thereon at his usual place of residence.
Fees: $2.93
D. P. Bolenbaugh, Sheriff.

8413
Motion.

On April, 22nd. 1905 the following Motion was filed.
S. P. Blackburn, Pf. vs. Grewell & Kilbury, Dfts.
Court of Common Pleas, Union County, Ohio.
Motion.
The defendants now come and ask the Court for an order requiring the plaintiff to make his petition more definite and certain in this to-wit;-
1- That he state the names of the persons composing the firm of S. P. Blackburn & Company.
2- That he state whether said contract set forth in the petition herein was verbal or in writing.
3- That he state the dates when plaintiff claims defendants ordered any grain sold by plaintiff.
4- That the plaintiff be required to state why he honored and paid Drafts made by Defendants, when the sums named were not due and payable to the Defendants.
D. M. Ayers, Attorney for Defendants.

On April, 22nd. 1905, the following Motion was filed.

8413 Motion.

P. P. Blackburn, &c. Vs. Grewell & Kilbury.

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

The defendants herein now come and ask an order of the Court do require the plaintiff to give security for costs in the above entitled action, and for ground say, the plaintiff is a non-resident of the State of Ohio.

D. W. Ayers, Attorney for Defendants.

On May 8th. 1905, the following Entry was filed.

8413 Entry.

P. P. Blackburn, doing business as P. P. Blackburn & Company Plaintiff. Vs. George Grewell and James D. Kilbury, partners doing business as Grewell & Kilbury, Defendants.

Court of Common Pleas, Union County, Ohio. Entry. No. 8413.

This matter now coming on for hearing upon the motion of the defendants asking that the plaintiff be required to give security for costs, and the Court being fully advised in the matter doth sustain said motion and it is accordingly ordered, adjudged and decreed that the said plaintiff deposit with the Clerk of the Court the sum of $25 as security for costs.

On September, 14th. 1905, the following Entry was filed.

8413 Entry.

P. P. Blackburn &c. Vs. George Grewell, et. al.

Court of Common Pleas, Union County, Ohio. Sept. 14th. 1905.

This day this cause came on for hearing upon the motion of defendants to require plaintiff to make the 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 defendants then and there excepted.

Leave is granted defendants to answer within 15 days.

On October 6th. 1905, the following Entry was filed.

8413. Entry.

P. P. Blackburn &c. Vs. George Grewell, et. al.

Court of Common Pleas, Union County, Ohio. Oct. 6th. 1905.

This day the Court grants leave to defendants to file Answer herein in 20 days.

On November, 9th. 1905, the following Entry was filed.

8413 Entry.

P. P. Blackburn, &c. Vs. George Grewell, et. al.

Court of Common Pleas, Union County, Ohio. Nov. 9th. 1905.

This day leave was granted defendants to file answer herein in 20 days.

8413
Answer.

On December, 23rd. 1905, the following Answer was filed.

P. P. Blackburn, &c.
Vs.
George Grenell, et. al.

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

1. First Defense:- The defendant George Grenell, one of the defendants in the above case, and one of the firm formerly known as Grenell & Kilbury, now comes and for answer to the petition of the plaintiff, says:- He admits the firm name of the plaintiff and defendant as alleged in said petition.

This answering defendant admits that at the times named in said petition and on the terms therein enumerated the said firm of Grenell and Kilbury, consigned to the plaintiff the corn and oats as stated in plaintiffs petition.

This answering defendant says that he denies that the plaintiff sold said corn and oats for the highest market price- and denies that said plaintiff paid the storage and insurance charged in said petition or any storage or insurance, and denies the overdrafts charged to defendants in said Petition.

2- Second Defense:- For a second defense this defendant says, that on the 31st. day of December, 1904, the plaintiff sold corn of the Defendants for $55.00 less than the market price of that date and on the same date sold corn of the defendants for $42.65 less than the market price of that date.

And on the 5th. and 7th. of January, 1905 the plaintiff sold corn of these Defendants $82.35 less than the market price- And on the 9th. of January, 1905, sold corn of defendants for $22.66 less than the market price- This defendant says that the firm of Grenell & Kilbury only knew of the prices actually obtained by the plaintiff- by the statements made by him to them and the exhibits contained in said petition, but they aver that the grain so consigned to the plaintiff was aforesaid was by him or them sold for Two Hundred and Two Dollars and Six cents, ($202.06) less than its market value on the dates of sales named by plaintiff.- This defendant says that on the 4th. day of February, 1905, the plaintiff sold of the oats consigned to him by the defendants was grade No.3 oats, when in truth and fact they were of the highest grade known in the market, and were sold or claimed to have been sold by the plaintiff for about $50.00 less than the market value of the same on said date.

This defendant says that by reason of sale of the grain consigned by the defendants to the plaintiff for less than its market value and by reason of the charges to the account of the Defendants for insurance and storage for the grain so consigned to the plaintiff by these Defendants as aforesaid, which insurance and storage these defendants aver was never paid by the plaintiff, there is due from the plaintiff to these defendants the sum of $482.18 which they claim with interest from the 6th. day of February, 1905, and for which they ask judgment against said plaintiff.

D. W. Ayers,
Attorney for Defendants.

State of Ohio, Union County, SS:-
George Grenell, being first duly sworn, says he is one of the former firm of Grenell and Kilbury; that the facts stated and allegations contained in the foregoing Answer are as he believes true.

George Grenell.

Sworn to before me and signed in my presence by the said George Grenell, this 23rd. day of December, 1905.

(Seal). John M. Brodrick,
Probate Judge.

On January, 15th. 1906, the following Entry was filed.

8413 Entry.

C. O. Blackburn, etc.
Vs.
George Grenell, et. al.

Court of Common Pleas,
Union County, Ohio.
Jan. 15th. 1906.

This day this cause was continued on motion of the Plaintiff, by his Attorney.

On February, 19th. 1906, the following Entry was filed

8413 Entry.

C. O. Blackburn, &c.
Vs.
George Grenell, et. al.

Court of Common Pleas,
Union County, Ohio.

For good cause shown leave is hereby granted the plaintiff to file a Reply instanter and the same is hereby filed.

On February, 19th. 1906, the following Reply was filed.

8413 Reply.

C. O. Blackburn, &c.
Vs.
George Grenell, et. al.

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff, and for his Reply to the answer of the defendants, says that he denies each and every allegation in the second defense therein set forth.

Bert F. Mull,
Attorney for the Plaintiff.

State of Ohio, Franklin County, SS:-
Bert F. Mull, being first duly sworn says he is the Attorney for the plaintiff duly authorized therein; that the plaintiff is a non-resident of the State of Ohio; and that the facts stated and allegations made in the foregoing Reply are true as he verily believes.

Bert F. Mull.

Sworn to before me and subscribed in my presence this 19th. day of February, A. D. 1906.

(Seal) Stephen A. Sharp, Notary Public,
Franklin County, Ohio.

On April 3rd. 1906, the following Motion was filed.

8413 Motion.

C. O. Blackburn & Co.
Vs.
Grenell & Kilbury.

Court of Common Pleas,
Union County, Ohio.

8413. Motion for a New Trial.

The defendants now come and ask an order of the Court to strike the Depositions from the files, and for grounds say:-
There is no proof of the official character of the officer taking

the same - D. W. Ayers, Attorney for Defendants.

8413 Motion.

On April 3rd 1906 the following Motion was filed.
S. P. Blackburn & Co. vs. Grewell & Kilbury.
Court of Common Pleas, Union County, Ohio.

The defendants in the above action now come and ask an order of the Court to require the plaintiff to secure costs herein and for ground says:.

That the Plaintiff is a non-resident of Ohio.

D. W. Ayers. Atty. for Deft.

8413 Entry.

On April, 16th. 1906, the following Entry was filed.
S. P. Blackburn vs. George Grewell, et. al.
Court of Common Pleas, Union County, Ohio. April, 16th. 1906.

This day came the parties herein by their Attorneys; also came the following named persons as jurors, to-wit:- Robert Seig, J. L. Reagle, Sylvanus Bellville, William King, W. L. Blaney, A. Burnham, James Shirk, James A. Reed, John W. Boulter, W. B. Jones, Michael Dilsaver and S. J. Reams, 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 testimony addduced in the case, and the arguments of Counsel, the Court continued the hearing of said cause until tomorrow morning at nine o'clock.

8413 Entry.

On April, 17th. 1906, the following Entry was filed.
S. P. Blackburn vs. George Grewell, et. al.
Court of Common Pleas, Union County, Ohio. Apr. 17th. 1906.

This day again came the said parties, by their Attorneys, and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard the evidence, the arguments 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 duly impaneled and sworn find the issues in this case in favor of the Plaintiff, and assess the amount due to the plaintiff from the defendants, George Grewell and James S. Kilbury, at the sum of One Hundred and Nine Dollars and 17/100.

Wm. King, Foreman".

8413. Motion for a New Trial.

On April, 19th. 1906, the following Motion for a New Trial was filed.
S. P. Blackburn vs. George Grewell, et. al.
Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and moves the Court to grant to said Plaintiff a new trial on the following grounds, to-wit:-

1- The Jury erred in assessing the amount that said plaintiff

should recover from the said defendants.

2- The Jury should have assessed the amount of recovery at $209.17 and interest which said plaintiff should recover from the said defendants.

3- That the verdict was against the weight of the evidence.

4- The Court erred in its Charge to the Jury.

5- For other errors apparent upon the face of the record.

Bert H. Mull, Atty. for Plaintiff.

On April, 26th. 1906, the following Entry was filed.

8413 Entry

C. P. Blackburn &c. vs. George Grenell, et. al. Court of Common Pleas, Union County, Ohio.

On motion of the defendants by their attorney, it is ordered that the Clerk of this Court retax the costs of the plaintiffs' depositions filed in this case.

On April, 26th. 1906, the following Entry was filed.

8413 Entry

C. P. Blackburn, doing business as C. P. Blackburn & Company, Plaintiff. vs. George Grenell and James Kilbury, Partners doing business under the firm name of Grenell & Kilbury, - Defendants. Court of Common Pleas, Union County, Ohio. Apr. 26th. 1906. No. 8413 Entry.

A Jury in this action having on a former date of this Term rendered a verdict in favor of the plaintiff C. P. Blackburn & Company and assessed their damages at the sum of $109.17, and the motion for a New Trial, filed by plaintiff having been withdrawn; It is therefore ordered, adjudged and decreed by the Court that the said C. P. Blackburn & Company recover from the said George Grenell & James Kilbury said sum of $109.17 together with their costs herein expended, amounting to the sum of $ ____.

Attest:- Chas. F. Penkenwood, Clerk.
By Clive E. Penkenwood, Deputy.

8492, 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 said Court, at the April Term, A.D. 1906.

Be it remembered that on February, 17th. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8492. Petition.

J.S. Brown, and B.L. Brown, Partners, doing business under the firm name of J.S. Brown & Son. Plff.

vs.

"The Magnetic Springs Hotel Co". Deft.

Court of Common Pleas, Union County, Ohio.

The said J.S. Brown and B.L. Brown, Partners, doing business under the firm name of J.S. Brown & Son, say that they are a partnership under the laws of Ohio; that the defendant is a corporation under the laws of Ohio, doing business at Magnetic Springs, County of Union, and State of Ohio

The plaintiff says that there is due to the plaintiff from the defendant the sum of One Hundred Eighty-Four & 15/100 ($184.15) Dollars, for goods, groceries and provisions, and other necessaries sold and delivered by this Plaintiff to the Defendant at its request at Magnetic Springs, in said County and State aforesaid, as per itemized statement marked, "Exhibit A", attached to and made a part of this Petition.

That the defendant has, at various times, promised to pay the Plaintiff the said sum $184.15 due as above stated, but has wholly failed to do so; that said amount of $184.15 is justly due to the Plaintiff from the Defendant, and that there are no credits nor off-sets against the same, Wherefore, the Plaintiff prays for a judgment against the defendant for the amount due $184.15, with interest thereon, from the 31st. day of October, 1905, and for costs, and for such other relief as is just and proper.

J. S. Brown & Son, Plaintiff.
By J. H. Kinkade, Attorney.

State of Ohio, Union County, ss:-

C.L. Brown, being duly sworn, says that he is one of the Partners of the firm of J.S. Brown & Son, the above named Plaintiff, and avers that the facts stated, and the allegations in the foregoing petition are true.

C.L. Brown.

Sworn to before me by said C.L. Brown, and by him signed in my presence this 10th. day of February, 1906.

(Seal).

Wm. King, Notary Public.
Court of Common Pleas.
Union County, Ohio.

Pracipe-

J.S. Brown & Son,
vs.
The Magnetic Springs, Hotel Co.

To Clerk:-

Issue a summons in this case to the Sheriff of Union County, Ohio, returnable according to law.

Indorse:- "Suit for money only, amount claimed $184.15 with interest from Oct. 31st. 1905, for which plaintiff will take judgment if defendant fails to answer".

J. H. Kinkade, Attorney for Plaintiff.

Magnetic Springs Hotel Co. in acct. with J. S. Brown & Son, Dealers in General Merchandise. Magnetic Springs, Ohio.

Sept.	1st.	1903, To 10 doz. eggs @ 19=	$1.90
"	"	" " 12# butter @ 16=	1.92
"	"	" " 10 doz. eggs @ 19=	1.90
"	"	" " 6 loaves bread	.25
"	"	" " 1 mop	.25
"	2nd.	" " 3 pks. gold dust	.60
"	"	" " 6 cans tomatoes	.30
"	"	" " 19# butter @. 16=	3.04
"	"	" " gas mantels	1.40
"	3rd.	" " 5 gal. oil @. 11=	.55
"	"	" " 5 gal. gasoline	.65
"	"	" " 21# lard @. 10=	2.10
"	"	" " 2 pks. gold dust	.40
"	"	" " mantels	.25
"	4th.	" " 5 gal. oil @. 11=	.55
"	"	" " mantles	.50
"	"	" " 10# coffee @ 18=	1.80
"	"	" " 10 doz. eggs @. 19=	1.90
"	5th.	" " 5 gal. gasoline @ 13=	.65
"	"	" " " " oil @ 11=	.55
"	6th.	" " 1 side bacon @ 16=	1.15
"	"	" " 6 loaves bread	.25
"	"	" " 2 doz. oranges @. 35=	.70
"	"	" " 1 pk. onions	.35
"	"	" " Cabbage	.30
"	"	" " 4 cans tomatoes	.35
"	"	" " bread	.50
"	"	" " 2 doz. oranges @ 35=	.70
"	7th.	" " 5 doz. eggs @ 19=	.95
"	"	" " gas mantles	.25
"	"	" " 5 gal. oil	.55
"	"	" " 10 doz. eggs @ 19 =	1.90
"	"	" " Onions	.20
"	"	" " bread	.25
"	"	" " 10# sugar @.06½ =	.65
"	8th.	" " 10# sugar @. 06½ =	.65
"	"	" " 12 loaves bread	.50
"	"	" " lamp globes	.25
"	"	" " gas mantles	.65
"	"	" " 4 gal. gasoline	.52
"	9th.	" " 10 doz. eggs @ 19.=	1.90
"	"	" " 10# sugar @ .06½ =	.65
"	"	" " 5 gal. oil @ 11 =	.55
"	"	" " 17¾# butter @ 16 =	2.84
"	"	" " 2 pks. gold dust	.40
"	"	" " 6 loaves bread	.25
"	10th.	" " 2 doz. oranges @ 35	.70

Sept. 10th. 1905,	To	4 gas mantels @ 23=	.92
" " "	"	10# sugar @ .06½=	.65
" " "	"	4#P. " @ .12=	.48
" " "	"	salt	.10
" 11th. "	"	5 gal. oil @ .11=	.55
" " "	"	5 gal. gasoline	.65
" " "	"	1 pk. onions	.35
" " "	"	pickled pork	.55
" 12th. "	"	4 loaves bread	.20
" " "	"	10 doz. eggs @ 19	1.90
" " "	"	scrub-brush	.10
" " "	"	2 pks. gold dust	.40
" " "	"	1 bbl. salt	1.30
" " "	"	potatoes	.53
" 13th. "	"	bread	.30
" " "	"	10 doz. eggs @.19=	1.90
" " "	"	6 loaves bread	.25
" " "	"	5 gal. oil @ 11=	.55
" " "	"	6# Bakers chocolate @ 30=	2.10
" 14th. "	"	50 cakes soap @.03½=	1.75
" " "	"	10# sugar @ .06=	.60
" " "	"	4 mantels @ 25=	1.00
" " "	"	lamp globe	.10
" " "	"	10 doz. eggs @ 19=	1.90
" 15th. "	"	cream of wheat	.90
" " "	"	5 gal. oil @ 11=	.55
" " "	"	soap	.24
" " "	"	10 doz. eggs, @ 19=	1.90
" " "	"	5 gal. gasoline	.65
" " "	"	2 pks. gold dust	.40
" 16th. "	"	bread	.20
" " "	"	26# lard @ 10=	2.60
" " "	"	10# sugar @ 06½=	.65
" " "	"	1 mop	.30
" " "	"	12 loaves	.50
" " "	"	2 doz. lemons	.80
" " "	"	5 gal. oil @ 11=	.55
" " "	"	1 mantle	.15
" 17th. "	"	18# No.2 Butter @.16=	2.88
" " "	"	3 doz. lemons	1.05
" " "	"	2 pks. gold dust.	.40
" 18th. "	"	5 gal. gasoline	.65
" " "	"	5 gal. oil, @.11=	.55
" " "	"	1 mop stick	.10
" " "	"	2 boxes borax	.30
" " "	"	corn-meal	.40
" 19th "	"	2 pks oats	.20
" " "	"	5 gal. jug	.50
" " "	"	5 yds. cheese cloth	.25

Sept.	19th.	1905.	To 1 pk. onions		.35
"	"	"	" 25# sugar		1.55
"	"	"	" 10# crackers		.85
"	"	"	" 7# No.1 butter	@ 18 =	1.26
"	"	"	" 2 boxes noodles		.25
"	"	"	" 5 gal. oil	@ 11 =	.55
"	"	"	" mantels		.13
"	"	"	" gas globe		.10
"	"	"	" washing powder		.60
"	"	"	" 4 yds. cheese-cloth.		.20
"	20th.	"	" 26# lard	@ 10 =	2.60
"	"	"	" 10 doz. eggs	@ 19 =	1.90
"	"	"	" mantels		.25
"	"	"	" gas-globe		.10
"	21st.	"	" 5 gal oil	@ 11 =	.55
"	"	"	" 10 doz. eggs,	@ 19 =	1.90
"	"	"	" 5 gal. gasoline	@ 13 =	.65
"	"	"	" gas-globe		.10
"	"	"	" mantel.		.15
"	22nd.	"	" 4 doz. oranges	@ .35 =	1.40
"	"	"	" 6 pks. wheat	@ 15 =	.90
"	"	"	" 8½ doz. eggs	@ 19. =	1.62
"	"	"	" 23# coffee	@ 18 =	4.13
"	"	"	" 1 5 gal jug		.50
"	22nd.	"	" bread		.25
"	23rd.	"	" 10# sugar	@ .06½ =	.65
"	"	"	" 5 gal oil	@ 11 =	.55
"	"	"	" 1 gas mantle		.25
"	"	"	" 4 pks. borax		.60
"	"	"	" gas mantels,		.25
"	"	"	" 1 gas globe		.10
"	"	"	" 19# No.2 butter	@ 16 =	3.04
"	"	"	" 5# apricots	@ 12 =	.60
"	"	"	" 20½# lard	@ 10 =	2.05
"	"	"	" 2 doz. lemons	@ 40 =	.80
"	"	"	" 10# crackers	@ .08 =	.80
"	25th.	"	" 4 pks. washing-powder,	@ 15 =	.60
"	"		50 cakes soap,	@ 03½ =	1.75
"	"	"	" 10# sugar	@ .06½ =	.65
"	"	"	" 2 doz. oranges	@ .35 =	.70
"	"	"	" soap		.24
"	"	"	" 5 gal. oil,	@ .11 =	.55
"	"	"	" 5 gal. gasoline		.70
"	"	"	" 4 pks. cocoanut	@ .08 =	.32
"	"	"	" gas mantles		.65
"	"	"	" 2 doz. oranges	@ .35 =	.70
"	26th.	"	" 10 doz. eggs,	@ 19 =	1.90
"	"	"	" 3# butter	@ 18 =	.54
"	"	"	" bread		.15

.35	Sept. 26th. 1905, To 10 doz. eggs, @.19 =	1.90
1.55	" 27th. " " 5 gal. oil @ 11 =	.55
.85	" " " " gas mantels	.35
1.26	" " " " bread	.25
.25	" " " " cheese	.68
.55	" " " " crackers	.45
.13	" " " " gold-dust	.80
.10	" " " " gas-mantels	.50
.60	" 28th. " " 5 # rice @ 08 =	.40
.20	" " " " 11 # butter @ 16 =	1.76
2.60	" " " " 10 doz. eggs @ 19 =	1.90
1.90	" " " " 5 gal gasoline @ 14 =	.70
.25	" " " " 5 gal oil	.55
.10	" " " " 1 bottle extract	.15
.35	" " " " mantel.	.15
1.90	" 29th. " " 6 loaves bread.	.25
.65	" " " " 10 doz. eggs @ 19 =	1.90
.10	" " " " 1 mop	.30
.15	" " " " 1 doz. celery	.75
1.40	" " " " 1 pk. onions	.35
.90	" " " " 2 brooms @ 25 =	.50
1.62	" " " " 13 loaves bread	.55
4.13	" " " " 4 mantels	.50
.50	" " " " 10 doz. eggs @ .19 =	1.90
.25	" " " " 5 doz. eggs @ .20 =	1.00
.65	" " " " onions	.27
.55	" " " " 1 mop	.30
.25	" " " " 4 pks. gold dust	.80
.60	" 30th. " " 8 # cheese	1.28
.25	" " " " 1 sack flour	1.30
.10	" " " " 5 # rice, @ 08 =	.40
3.04	" " " " 5 gal. oil @ 11 =	.55
.60	" " " " 4 gal. gasoline, @ 14 =	.56
2.05	" " " " soapolio	.20
.80	" " " " mantels	.40
.80	" " " " ½ doz. oranges	.18
.60	" " " " ½ doz. lemons	.20
1.75	" " " " 1 doz. bananas	.20
.65	" " " " 10 doz. eggs @.20 =	2.00
.70	Total	$ 147.22
.24	Oct. 20th. 1905 By Check	75.00
.55	Balance	$ 72.22
.70		Pur. D.L.B.
.32	Oct. 2nd. 1905, To 1 ham @ 16	1.89
.65	" " " " 1 side Bacon @17	1.30
.70	" " " " gas mantels	.75
1.90	" " " " gas-globes	.10
.54	" " " " Soap for Ball-House	.25
15	" " " " 2 bottels catsup	.20

Oct. 2nd. 1905, To	gas mantles	.25
" " " "	5 gal. oil @. 11	.55
" 3rd. " "	4 pks. gold-dust	.80
" " " "	salt	.10
" " " "	9½ # No.2 butter @ 16 =	1.52
" " " "	20 # sweet potatoes	.50
" " " "	1 sack flour	1.30
" " " "	13 # ham @ 16 =	2.08
" " " "	4½ gal oil @ 11 =	.50
" " " "	5 gal gasoline @ 14 =	.70
" " " "	1 - 5 gal jug	.50
" " " "	4 mantles.	.50
" 4th. " "	sugar	.50
" " " "	10 doz. eggs @ 20 =	2.00
" " " "	1 sack Corn-meal	.20
" " " "	6 loaves bread	.25
" 5th. " "	jelly	.10
" " " "	6 loaves bread	.25
" " " "	5 # butter @ 18 =	.90
" " " "	11 # No 2. butter @ 16 =	1.76
" " " "	bread	.40
" 6th. " "	4 pks. gold dust	.80
" " " "	5 gal. oil @ 11 =	.55
" " " "	5 doz. eggs @ 20 =	1.00
" " " "	6 loaves bread	.25
" " " "	5 gal. gasoline @ 14 =	.70
" 7th. " "	6 doz. eggs @ 20 =	1.20
" " " "	12 loaves bread	.50
" " " "	1 pk. onions	.35
" " " "	10 # butter, @ 16 =	1.60
" " " "	1 doz. lemons	.40
" " " "	5 # rice @ .08 =	.40
" " " "	1 sack flour	1.25
" " " "	50 # lard @ 10 =	5.00
" " " "	8 loaves bread	.60
" " " "	27½ # poultry @ .09 =	2.48
" 9th. " "	4 pks. gold dust	.80
" " " "	4 bags salt	.20
" " " "	5 gal. oil @ 11 =	.55
" " " "	5 # loaf sugar @ 10 =	.50
" " " "	gas mantles	1.00
" " " "	5 doz. eggs @ 20 =	1.00
" " " "	1 sack meal	.20
" " " "	7 loaves bread	.30
" 10th. " "	2 doz. oranges @ 35 =	.70
" " " "	5 gal. gasoline @ 14 =	.70
" " " "	lamp wicks	.12
" " " "	bread	.24
" " " "	5 doz. eggs. @ 20 =	1.00

.25	Oct. 10th. 1905, By	catsup .10
.55	" 11th. " "	5 gal. oil @ 11 = .55
.80	" " " "	6# No. 1 butter @ 18 = 1.08
.10	" " " "	1 lantern .85
1.52	" " " "	5 doz. eggs @ 20 = 1.00
.50	" " " "	7# butter @ 16 = 1.12
1.30	" " " "	12 loaves bread .50
2.08	" 12th. " "	5 gal. oil @ 11 = .55
.50	" " " "	5 doz. eggs @ 20 = 1.00
.70	" 13th. " "	1 sack flour 1.25
.50	" " " "	11# No. 2 butter @ 16 = 1.76
.50	" " " "	5 gal. gasoline @ 14 = .70
.50	" " " "	5 doz. eggs @ 20 = 1.00
2.00	" " " "	5 gal. oil @ 11 = .55
.20	" " " "	1 gasoline can .65
.25	" " " "	potatoes .18
.10	" " " "	gold dust. .20
.25	" 14th. " "	10# loaf sugar @ 10 = 1.00
.90	" " " "	cheese .50
1.76	" " " "	salt .20
.40	" " " "	lima beans .30
.80	" " " "	½ doz. lemons @ 40 = .20
.55	" " " "	4 pks. gold dust .80
1.00	" " " "	2 cans baking powder. .50
.25	" 16th. " "	gas globe .10
.70	" " " "	mantles 1.00
1.20	" " " "	salt for Bath-house .10
.50	" " " "	12# No. 2 butter @ 16 = 1.92
.55	" " " "	5 gal. oil @ 11 = .55
1.60	" " " "	nutmegs .05
.40	" " " "	6 loaves bread .25
140	" " " "	mustard .10
1.25	" 17th. " "	jelly .10
5.00	" " " "	cocoanut .20
.60	" " " "	5 gal. oil @ 11 = .55
2.48	" " " "	5 gal. gasoline .70
.80	" 18th. " "	salt for Bath-house .10
.20	" " " "	1 sack flour 1.25
.55	" " " "	baking powder .10
.50	" " " "	5 doz. eggs @ 20 = 1.00
1.00	" " " "	salt .10
1.00	" 19th. " "	5 gal. oil. @ 11 = .55
.20	" " " "	5 doz. eggs @ 20 = 1.00
.30	" " " "	9½# butter @ 16 = 1.44
.70	" " " "	4 pks. borax @ 15 = .60
.70	" 20th. " "	1½ doz. oranges .55
.12	" " " "	5# cod-fish @ 10 = .50
.24	" " " "	4½ gal. oil @ 11 = .50
1.00	" " " "	½ doz. lemons .20

Oct. 20th. 1905.	To	5 doz. eggs @ 20 =	1.00	
" " "	"	5# prunes	.45	
" " "	"	5# peaches	.55	
" " "	"	25# lard @ 10 =	2.50	
" " "	"	Baking-powder	.50	
" 21st. "	"	5 gal. gasoline @ 14 =	.70	
" " "	"	1 cake sopolio	.10	
" " "	"	10# salt for Bath-house	.10	
" " "	"	11# butter @ 16 =	1.76	
" " "	"	4 pks. wheat biscuit	.50	
" " "	"	3# cheese	.75	
" " "	"	10# coffee @ 18 =	1.80	
" " "	"	broom	.30	
" " "	"	5 gal. oil @ 11 =	.55	
" " "	"	loaves bread	.25	
" 23rd. "	"	4 cans tomatoes	.48	
" " "	"	4 cans corn	.36	8492
" " "	"	5 doz. eggs @ 22 =	1.10	Summons.
" " "	"	5 gal. oil	.55	
" " "	"	gas mantles	.75	
" " "	"	Cinamon	.10	
" " "	"10	doz. eggs @ 22 =	2.20	
" 26th "	"	1-5 gal. jug	.50	
" 26th "	"	soap powder	.60	
" " "	"	3 gal. oil @ 11 =	.33	
" " "	"	5 gal. gasoline @ 14 =	.70	
" " "	"	loaves bread	.25	
" " "	"	5 gal. oil @ 11 =	.55	
" " "	"	2-5 gal. jugs @ 50 =	1.00	
" " "	"	5 doz. eggs. @ 22 =	1.10	
" " "	"	6 loaves bread	.25	
" " "	"	5 doz. eggs @ 22 =	1.10	
" " "	"	1 doz. lemons	.35	
" " "	"	1 box currants	.10	
" 28th. "	"	5 gal. oil @ 11 =	.55	
" " "	"	5 gal. gasoline @ 14 =	.70	8492
" " "	"	3 boxes borax @ 15 =	.45	Precipe
" " "	"	4 cans corn	.36	
" " "	"	4 cans tomatoes @ 12 =	.48	
" " "	"	4 cans peas	.36	
" " "	"	3# rice @ .09 =	.45	
" " "	"	10# sweet-potatoes @ .02½ =	.25	
" " "	"	5# prunes @ .10 =	.50	
" " "	"	4 qts. cranberries @ .10 =	.40	8492
" " "	"	4 loaves bread	.20	Summons.
" 29th. "	"	12 loaves bread	.30	
" " "	"	4 gal. oil @ 11 =	.44	
" 30th. "	"	5 doz. eggs @ 22 =	1.10	
" " "	"	13½# lard @ 10 =	1.35	

1.00		Oct. 30th. 1905, To 1 bottle extract	.10
.45		" " " " 2 pks. oats	.20
.55		" " " " soap	.24
2.50		" " " " meal	.10
.50		" 31st. " " 6 loaves bread	.25
.70		" " " " borax	.45
.10		" " " " 1 pk. apples	.33
.10		" " " " 4 gal. oil @ 11=	.44
1.76		" " " " butter	.96
.50		" " " " 6 loaves bread	.25
.75		" " " " pickled pork	.65
1.80		" " " " 5 doz. eggs @ 22=	1.10
.30			
.55		Total October account	$111.93
.25		Balance September account	72.22
.48		Total amount due.	$184.15

On February, 17th. A.D. 1906, the following Summons was issued.

8492 Summons.

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

You are hereby commanded to notify "The Magnetic Springs Hotel Company" that it has been sued by J.S. Brown & C.L. Brown, Partners doing business under the firm name of J.S. Brown & Son, in the Court of Common Pleas of Union County, and must answer by the 17th. day of March, A.D. 1906, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 26th. day of February A.D. 1906. Witness my hand and the seal of said Court, this 17th. day of February, A.D. 1906.

(Seal)

Chas. S. Pemberwood, Clerk.
By Olive E. Pemberwood, Deputy.

Sheriff's Return.

Received this Writ Feb., 17th. A.D. 1906, at 3 o'clock P.M, and after diligent search and careful inquiry no member of "The Magnetic Springs Hotel Company," can be found in my County. This Writ returned Feb., 24th. 1906.

Fees: $2.54

W.S. Bolenbaugh, Sheriff

On March, 22nd. 1906, the following Precipe was filed

8492 Precipe

J.S. Brown & Son
Vs.
The Magnetic Springs Hotel Co.

Court of Common Pleas,
Union County, Ohio

To Clerk:- Issue Summons in the above entitled case to Sheriff of Union County for Defendants, returnable according to law.

J. A. Kinkade, atty. for Plaintiff.

On March, 22nd. 1906, the following Summons was issued.

8492 Summons.

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

You are hereby commanded to notify, The Magnetic Springs Hotel Company, that it has been sued by J.S. Brown and C.L. Brown, partners, in the Court of Common Pleas of Union County, and must answer by the 21st. day of April, A.D. 1906, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 2nd. day of April, A.D. 1906, Witness my hand and the seal of said Court this 22nd. day of March, A.D.1906. (Seal). Chas. S. Penhorwood, Clerk.

Sheriff's Return.

Received this writ March, 22nd. A.D. 1906, at 4 o'clock, P.M., and on the 27th. day of March, 1906, I served the Magnetic Springs Hotel Company by personally handing a true copy of this writ with all the endorsements thereon to S. L. Roebuck (Managing Agent) there being no president or other officer of said Company found within my County.

Fees $2.54

D. S. Bolenbaugh, Sheriff.

8358 Petition in Error. Jesse

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On April, 23rd. 1906, the following Entry was filed.

8492 Entry. J. S. Brown, et. al. vs. The Magnetic Springs Hotel Company.

Court of Common Pleas, Union County, Ohio.

Now comes the Plaintiffs by their Attorney, and the defendant being in default for Answer and demurrer, the Court find that the allegations of the petition are confessed by it to be true; and that the defendant is indebted to the plaintiffs in the sum of $189.45

It is therefore, considered by the Court that the said plaintiffs recover of the defendant, The Magnetic Springs Hotel Company, the said sum of $189.45 and costs herein expended, and execution is awarded thereof.

Attest:- Chas. S. Penhorwood, Clerk.
By Olive E. Penhorwood, Deputy.

8358 Precipe.

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8358. 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 the Honorable Duncan Dow, Judge of said Court, at the April Term, A.D. 1906.

Be it remembered that on October 14th. 1904, the following Petition in Error was filed, with the Clerk of said Court, to-wit:-

8358 Petition in Error.

Jesse B. Allmendinger, Plaintiff in Error.

Vs.

J. D. Lunger, Defendant in Error,

Court of Common Pleas, Union County, Ohio.

Plaintiff in error says, that on the 6th. day of September, A.D. 1904, in the Court of Joseph Robertson, a Justice of the Peace in and for Jackson Township, Union County, Ohio, a certain proceeding was had in which by the consideration of the Court, a judgment was entered in favor of defendant in error, plaintiff therein, and against plaintiff in error, defendant therein, and a transcript of which proceedings and Journal Entries are filed in this Court.

That there is error in the proceedings and record in this, (1) That the Court erred in entering judgment before the expiration of one hour after the time specified in the summons.

(2) That the Court erred in overruling a motion to vacate said judgment and to grant a new trial therein.

(3) That there is other error apparent on the face of the record.

Wherefore plaintiff in error prays that at the hearing of this cause that said judgment may be reversed and that he may be restored in all that he has lost therein.

Jesse B. Allmendinger,
By Wm. P. Maloney, Attorney.

On October, 19th. 1904, the following Precipe was filed.

8358 Precipe.

Jesse B. Allmendinger,

Vs.

Dr. J. D. Lunger,

Court of Common Pleas, Union County, Ohio.

To Clerk:- Issue Summons in the above entitled case to Sheriff of Marion County, for Dr. J. D. Lunger, returnable according to law.

Wm. P. Maloney, Atty for Piff. in Error.

On October 19th. 1904, the following Summons was issued.

8358. Summons.

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

Jesse B. Allmendinger, Plaintiff in Error

Vs.

J. D. Lunger, Defendant in Error.

Common Pleas Court, Union County.

You are hereby commanded to notify the above named defendant in Error, that the above named plaintiff in Error has filed a petition in the office of the Clerk of the Common Pleas Court of Union County, and State of Ohio, asking the reversal of a judgment which said defendant in error obtained against said plaintiff in error, on the 6th. day of Sept. A.D. 1904, by Joseph Robertson, Justice of the Peace, in and for the Township of Jackson, in said County.

You will make due return of this summons on or before Oct. 31st. 1904.
Witness my signature and the seal of said Court, at Marysville,
this 19th. day of October, 1904.

(Seal). Chas. P. Cushenwood, Clerk.

Sheriff's Return.

The State of Ohio, Marion County, ss:-

Received this writ October 20th. 1904, at 10 o'clock A.M., and pursuant to its command, I did on the 26th. day of October, A.D. 1904, serve a true and certified copy of this writ, with all the indorsements thereon, personally to J. S. Lunger.

Fees: $2.52

Peter P. Sells,
Sheriff of Marion Co. Ohio.
P. H. Sells, Dep't Sheriff.

On January, 10th. 1905, the following Entry was filed.

8358. Entry.

Jesse B. Allmendinger, vs. Dr. J. S. Lunger,

Court of Common Pleas, Union County, Ohio.
Jan. 10th. 1905.

This day this cause came on for hearing upon the petition in error, and the original papers filed therewith in this Court from the Court of Joseph Robertson, a Justice of the Peace in Jackson Township in said County.

And after hearing the argument of counsel, and being fully advised in the premises, the Court find that there is error in said proceedings and judgment in that judgment was entered by default by said Justice before the expiration of one hour from the time to which Plaintiff in error was summoned to appear; and said judgment is therefore reversed at the costs up to the present time of the defendant in error; and execution is awarded therefor.

It is further ordered that this cause be retained for trial and judgment, as in case of appeal.

On April 11th. 1905, the following Entry was filed.

8358 Entry.

Jesse B. Allmendinger vs. J. S. Lunger.

Court of Common Pleas, Union County, Ohio.

This day leave was granted by this Court for Lunger to file petition herein within ten days.

On April 19th. 1905, the following Petition was filed

8358. Petition.

J. S. Lunger - Plaintiff, vs. Jesse B. Allmendinger - Defendant.

Court of Common Pleas, Union County, Ohio.

Comes now the plaintiff and, by leave of the Court for that purpose had and obtained, files herein his petition, and says:

That this cause comes into this Court on error from the Court and docket of one of the Justices of the Peace in and for Jackson Township, Union County, Ohio, in which proceeding in error it was by the Court of Common Pleas of Union County aforesaid, among other things, ordered and considered and adjudged that the judgment therefore rendered by said Justice of the peace

be reversed, and that the case thereupon be reserved in this Court for trial and further proceedings according to law:

Plaintiff further complains of the defendant for that said defendant is justly indebted to plaintiff on account for medical services and attention, and that there is due plaintiff on such account from the said defendant the sum of $154.45, which he claims with interest thereon from the 16th. day of May, 1900; that no part of said account has been paid, and that there is now due and owing to this plaintiff on said account the said sum of $154.45, with interest from May 16th, 1900, a copy of which said account marked "Exhibit A", is hereto annexed and herewith filed.

Plaintiff therefore prays judgment for said sum of $154.45, with interest from May 16th. 1900, for costs of suit and all proper relief.

J. S. Lunger,
By Mosier & Quigley, His Attorneys.

State of Ohio, Marion County, ss:

Justus S. Lunger, being duly sworn, says that he is the plaintiff in this action and that the facts stated and allegations contained in the foregoing pleading are true as he verily believes.

J. S. Lunger

Sworn to before me and in my presence subscribed this 17th. day of April, A. D. 1905. (Seal). Harry T. Quigley,
Notary Public, Marion Co. O.

Defendant waives the issuing of summons and enters his appearance herein.

Jesse B. Allmendinger,
By Wm. P. Maloney.

"Exhibit A".

May	19"	1898 - wife confined and one visit	$10.00
Dec.	28"	1899 - self one visit to Columbus	7.50
Jan.	13"	1900 - " " " " "	7.50
"	14"	" - " " " and dressing wound	2.25
"	15"	" - " " " " " "	2.25
"	16"	" - " " " " " "	2.25
"	17"	" - " " " " " "	2.25
"	18"	" - " " " " " "	2.25
"	19"	" - " " " " " "	2.25
"	20	" - " " " " " "	2.25
"	21	" - " " " " " "	2.25
"	22	" - " " " " " "	2.25
"	23	" - " " " " " "	2.25
"	24	" - " " " " " "	2.25
"	25	" - " " " " " "	2.25
"	26	" - " " " " " "	2.25
"	27	" - " " " " " "	2.25
"	28	" - " " " " " "	2.25
"	29	" - " " " " " "	2.25
"	30	" - " " " " " "	2.25
"	31	" - " " " " " "	2.25
Feb.	1st.	1900 - " " " " " "	2.25

Feb.	2nd.	1900 -	self	one visit and dressing wound.	2.25
"	3rd.	" -	"	" " " " "	2.25
"	4th.	" -	"	" " " " "	2.25
"	5th.	" -	"	" " " " "	2.25
"	6th.	" -	"	" " " " "	2.25
"	7th.	" -	"	" " " " "	2.25
"	8th.	" -	"	" " " " "	2.25
"	9th.	" -	"	" " " " "	2.25
"	10th.	" -	"	" " " " "	2.25
"	11th.	" -	"	" " " " "	2.25
"	12th.	" -	"	" " " " "	2.25
"	13th.	" -	"	" " " " "	2.25
"	14th.	" -	"	" " " " "	2.25
"	15th.	" -	"	" " " " "	2.25
"	16th.	" -	"	" " " " "	2.25
"	17th.	" -	"	" " " " "	2.25
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"	19th.	" -	"	" " " " "	2.25
"	20th.	" -	"	" " " " "	2.25
"	21st.	" -	"	" " " " "	2.25
"	22nd.	" -	"	" " " " "	2.25
"	23rd.	" -	"	" " " " "	2.25
"	24th.	" -	"	" " " " "	2.25
"	25th.	" -	"	" " " " "	2.25
"	26th.	" -	"	" " " " "	2.25
"	27th.	" -	"	" " " " "	2.25
"	28th.	" -	"	" " " " "	2.25
March.	1st.	1900.	"	" " " " "	2.25
"	2nd.	1900 -	"	" " " " "	2.25
"	3rd.	1900 -	"	" " " " "	2.25
"	4th.	1900 -	"	" " " " "	2.25
"	5th.	" -	"	" " " " "	2.25
"	6th.	" -	"	" " " " "	2.25
"	7th.	" -	"	" " " " "	2.25
"	8th.	" -	"	" " " " "	2.25
"	9th.	" -	"	" " " " "	2.25
"	10th.	1900 -	self	one treatment at office and Prescription	1.00
"	11th.	- 1900	"	" " " " "	.50
"	12th.	- 1900	"	" " " " "	.50
"	13th.	1900	"	" " " " "	.50
"	18th.	1900	"	" " " " "	.50
"	24th.	1900	"	" " " " "	.50
April,	6th.	1900	"	" " " " "	.50
"	10th.	1900	"	" " " " "	.50
"	11th.	1900	wife	confinement	10.00
"	13th.	1900	"	one prescription	.50
May,	10th.	1900	"	local treatment and prescription	1.00
"	11th.	"	"	one visit and local treatment	3.00
"	12th.	"	"	" " " " "	3.00

8358 Entry.

$2.25	May, 13th. 1900- wife one visit and local treatment	$3.00
2.25	" 14th. " - " " " " " "	3.00
2.25	" 15th. " - " " " " " "	3.00
2.25	" 16th. " - " " " " " "	3.00
2.25	Credits. Feb. 1st. 1900- By Cash $10.00	Total $182.75
2.25	March, 15", 1900- " Cals 3.30	Total Cr. 23.30
2.25	Apr. 11"- 1900 - By Cash. 10.00	Balance due. $159.45
2.25	Total. $23.30	

On April, 17th. 1906, the following Entry was filed.

8358 Dr. J. S. Lunger, Plaintiff- — Court of Common Pleas.

Entry. adv- Vs. — Union County, Ohio.

Jesse B. Allmendinger. Defendant.

This cause coming on this day for hearing, and a jury being waived by agreement and consent of both parties hereto, was thereupon submitted to the Court upon the pleadings and evidence; on consideration whereof, the Court finds that this cause originated and was originally begun in the Court of one of the Justices of the Peace in and for Jackson Township, Union County, Ohio; from whose Court and docket this cause comes into this Court; the Court further finds that the said Jesse B. Allmendinger is indebted to said Dr. J. S. Lunger in the sum of Sixty Dollars ($60.00); it is therefore considered by the Court that the said Dr. J. S. Lunger recover from the said Jesse B. Allmendinger the sum of $60.00, and his costs herein expended taxed at $ —.

Attest: Chas. P. Penhorwood, Clerk.
By Olive E. Penhorwood, Deputy

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Oleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Oleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, at the April Term, 1906.

Be it remembered that on January 25th. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8485 Petition.

Carrie M. Craig, Plaintiff.
vs.
Harry P. Craig, Defendant,

Court of Common Oleas,
Union County, Ohio.
Jan. 25th. 1906.

Now comes the plaintiff and says, that she is a bona-fide resident of the County of Union and has been a resident of the State of Ohio for more than the year last past.

That she and the defendant, Harry P. Craig were married on the 22nd. day of October, 1902, and that there has been born as the issue of said marriage one child, William D. Craig, aged two years.

That the defendant Harry P. Craig has failed and refused to properly clothe the plaintiff and their said child since the time of their marriage, and has wholly failed and refused to furnish this plaintiff and their said child with the necessaries of life, since August 1905.

That the greater part of the time since their marriage and up to August, 1905, this plaintiff and their said child were compelled to depend wholly upon the assistance of the plaintiff's friends for their support.

The defendant is able bodied and well qualified to properly maintain the plaintiff and their said child, he being employed with a rail-road company at Marion, Ohio, from the time of their marriage until August, 1905, when he received good wages, all of which he squandered by his profligate habits, and to the neglect of his wife and child.

Since August 1905, this defendant has been in the employ of the Citizens Wholesale Supply Company of Columbus, Ohio, and this plaintiff is informed that he is receiving good wages, not less than Seventy-five ($75.00) Dollars per month and expenses.

He is engaged as a traveling salesman, and represents himself as an unmarried man, spending his leisure hours and his earnings in the Company of other women.

Plaintiff asks that she may be decreed a divorce from the defendant, Harry P. Craig, and that she may be decreed the custody and control of their said child William D. Craig, and that she may be decreed alimony pending this action and permanent alimony and such other relief as equity may require.

S. W. Van Winkle.
Atty. for Plaintiff.

Precipe

To the Clerk:- Issue summons and a copy of this petition for the defendant, directed to the Sheriff of Miami County, Ohio, and returnable according to law.

S. W. Van Winkle.
Atty. for Plaintiff.

8485 Summons.

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8485
Summons.

On January, 25th. 1906, the following Summons was issued.
The State of Ohio, Union County ss:- To the Sheriff of the County of Miami.
You are commanded to notify Harry S. Craig that Carrie M. Craig 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 &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 5th. day of February, A. D. 1906.
Witness my hand and the seal of said Court at Marysville this 25th day of January, A. D. 1906.
(Seal). Chas. P. Pemberwood. Clerk.

Sheriffs Return.

Received 10 o'clock A. M. on the 27th. day of January, A. D. 1906, and on the 27th. day of January, A. D. 1906, 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
Fees: $2.28
R. N. Gibson, Sheriff.
By P. H. Moyer Deputy.

On May 1st. 1906, the following Entry was filed.

8485
Entry.

Carrie M. Craig
vs.
Harry S. Craig.

Court of Common Pleas,
Union County, Ohio.

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer thereto; and thereupon this cause came on for hearing 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 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 from the evidence 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 Carrie M. Craig and Harry S. Craig 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 minor child, William D. Craig, be, until the 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 $25.00 cash, and the further sum of $25.00 each and every three months thereafter until the further order of Court; and that the plaintiff pay the costs of this action.

Attest:- Chas. P. Pemberwood, Clerk.

Ohio 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 said Court, at the April Term, A.D. 1905.

Be it remembered that on May, 3rd. 1905, the following Motion for Conditional Order of Revivor of Dormant Judgment, was filed with the Clerk of said Court, to-wit:

6249 Motion

Connecticut Mutual Life Insurance Co. vs. Lafayette Norbs, et. al. Defendants.

Court of Common Pleas, Union County, Ohio. May, 3rd. 1905.

Motion for Conditional Order of Revivor of Dormant Judgment.

Uriah Cahill, administrator of Laban H. Norbs, dec'd. moves herein for the allowance of a conditional order of revivor of the judgment rendered in this action in his favor and against Lafayette Norbs, at the January term, A.D. 1892 of said Court, to-wit; On the 18th. day of January, A.D. 1892 for the sum of Six Thousand Five Hundred and Ninety-seven and 10/100 Dollars and Dollars, costs, with interest at the rate of 6 per cent. per annum, from the 18th. day of January, A.D. 1892, which judgment is wholly unsatisfied and upon which no execution has been issued out. Said order to be for the sum of Ten Thousand Nine Hundred and Twenty-five and 46/100 Dollars with interest from the 18th. day of April, A.D. 1905.

Uriah Cahill.

Waiver of Summons.

I hereby waive the issuing of summons or conditional order of revivor, and enter my appearance to the action of revivor as set forth in the within motion.

May, 3rd. 1905.

D. W. Van Winkle, Atty. for Lafayette Norbs.

On May 3rd. 1905, the following Entry was filed.

6249 Entry.

Connecticut Mutual Life Insurance Co. vs. Lafayette Norbs, et. al.

Court of Common Pleas, Union County, Ohio. May, 3rd. 1905.

This day this cause came on for hearing upon the motion of Uriah Cahill, Administrator of the estate of Laban H. Norbs, deceased, for the allowance of a conditional order of revivor of the judgment rendered in favor of Laban H. Norbs and against Lafayette Norbs at the January Term, A.D. 1892, of this Court.

And the defendant Lafayette Norbs having entered his appearance herein; it is ordered by the Court that unless the said defendant answer and show cause why said judgment should not be revived against him by the 25th. day of May, A.D. 1905, that an order of revivor will be made herein.

On May 13th. 1905, the following Entry was filed.

6249 Entry.

Connecticut Mutual Life Insurance Co. vs. Lafayette Norbs, et. al.

Court of Common Pleas, Union County, Ohio. May, 13th. 1905.

This day came the defendant, Lafayette Norbs by his Attorney, D. W. Van Winkle, and waives rule day for answer herein, and consents that the judgment rendered against him in favor

of Labaan A. Worbs by this Court at the January Term, A.D. 1892, of this Court be revived in favor of Uriah Cahill, as Administrator of the estate of Labaan A. Worbs, deceased.

It is therefore ordered and adjudged by the Court that the said judgment amounting to the sum of $1092 5/100 at six per cent. interest from April, 18th. 1905, stand revived as against the said Lafayette Worbs and in favor of Uriah Cahill, as Administrator of Labaan A. Worbs, deceased; and execution is awarded therefor.

Attest:- Chas. P. Penkonwood, Clerk.
By Clive C. Penkonwood, 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 April Term, A. D. 1906.

Be it remembered that on December, 16th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8477 Petition

Elvira A. Gosnell,
Vs.
Daniel H. Gosnell,

Court of Common Pleas,
Union County, Ohio.
Dec. 16th. 1905.

The plaintiff, Elvira A. Gosnell, 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, Daniel H. Gosnell, on the 11th. day of August, 1874, that there was born of said marriage the following children, Zella G. Bird aged 30 years, Guy R. Gosnell aged 26 years, Elbert J. Gosnell aged 19 years, Ruby J. Gosnell aged 16 years and Clara Gosnell aged 14 years.

That ever since said marriage she has conducted herself toward said defendant as a faithful, chaste and obedient wife.

That the defendant has been guilty of extreme cruelty toward her in this, to-wit, on the 27th. day of November, 1905, he threatened in a menacing manner to kill her and pointed a musket loaded with powder and ball at her and so abused and terrified her that she was compelled to leave the house and seek the protection of an officer. And in this, to-wit, that on said occassion and on divers occassions he has called her vile names and accused her of being unchaste in the presence of their grown up children and of their neighbors and has so worried and abused her with his language as to destroy her peace of mind and impair her health and cause her to fear for her life and the life of their children.

That the defendant is the owner of the following real estate situated in the County of Union, State of Ohio and in the Township of Taylor and platted as Lots Nos. 41, 42, 43, 44, 45, 46 47 & 48 in the Village of Union Etc. that said real estate is worth about $800.00, that the defendant is also the owner of 1 horse, 1 cow, 1 hog, 20 chickens, 2 buggies, 1 wagon, 1 plow and household furniture, beds, stoves chairs, tables, cooking utensils and dishes, also a work bench and tools all of the value of about $100.00; That said property was made by the joint efforts of the plaintiff and the defendant.

That the plaintiff has no property nor money and is wholly without the means wherewith to prosecute this suit.

That the defendant is a man of vitious and vulgar habits and wholly unfit for the care and education of children.

That the defendant has ever since the 27th day of Nov. 1905 been seeking to incumber and dispose of said real estate and other property and will as this plaintiff believes place same beyond her reach and thereby defraud her of her rights in same unless he be restrained from so doing by an order of the Court.

Therefore plaintiff prays that she may have a temporary injunction restraining the defendant from selling or incumbering any of said

Precipe.

8477 Summons.

8477 Entry.

property or in any way interfering with the plaintiff in the possession of same until this action is finally heard. Plaintiff further prays for temporary alimony for the purpose of the prosecution of this action, and that when this action is finally heard that she may be divorced from the defendant, that she may be given the custody of the minor children and that she may have such reasonable alimony as may seem just and equitable to the Court.

James E. Robinson
Attorney for Plaintiff.

The State of Ohio, Union County, ss:-
Elvira A. Gosnell, being first duly sworn, says the facts stated and the allegations made in the foregoing petition are true.

Elvira A. Gosnell.

Sworn to before me and subscribed in my presence this 16th day of December, 1905.

(Seal). Chas. S. Penhorwood, Clerk.

Precipe. To the Clerk:-
Issue summons on the written case to the Sheriff of Union County, for the defendant, also issue copy of petition to be served on defendant, make summons returnable according to law.

James E. Robinson Atty. for Plaintiff.

8477 Summons.

On December, 16th. 1905, 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 Daniel H. Gosnell, that Elvira A. Gosnell has filed, in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition. (a copy of which is herewith served on him) charging him with extreme cruelty, and 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 25th day of December, A. D. 1905. Witness my hand and the seal of said Court at Marysville, this 16th. day of December, A. D. 1905.

(Seal)

Chas. S. Penhorwood, Clerk.
By Alice E. Penhorwood, Deputy.

Sheriffs Return.
Received 11 o'clock A. M. on the 16th. day of December, A. D. 1905, and on the 16th. day of December, A. D. 1905, 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.
Fees: $1.46

D. C. Bolenbaugh, Sheriff.

8477 Entry.

Be it remembered that on Jan. 31st. 1906, the following Entry was filed with the Clerk of said Court, to-wit:-

Elvira A. Gosnell
Vs.
Daniel H. Gosnell.

Court of Common Pleas,
Union County, Ohio.
Jan. 31st. 1906.

This day the Court granted leave for defendant to file answer herein in 30 days.

8477
Entry.

On May 4th. 1906, the following Entry was filed with the Clerk of said Court.

Elvira A. Gosnell
vs.
Daniel H. Gosnell.

Court of Common Pleas,
Union County, Ohio.

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear the Court find him in default for answer and demurrer to said petition; and thereupon this cause came on for hearing upon the petition and the evidence, on consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was 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, 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 Elvira A. Gosnell and Daniel H. Gosnell be, and the same hereby is, dissolved, and both parties are released from all obligations of the same.

It is further ordered that the custody, care, education and control of the minor children of the parties mentioned in the petition be until the further order, confided to the plaintiff exclusively; and that the plaintiff pay the costs of this action.

Attest. Chas. P. Penhorwood, Clerk.
By Olive E. Penhorwood, Deputy.

8438.
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 said Court, at the April Term, A.D. 1906.

Be it remembered that on July 29th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8438. Petition.

Rolla M. Howard - Plaintiff
Vs.
Mary Howland, Walt Howland, Newton Waddell and R. L. Woodburn - Defendants.

Court of Common Pleas, Union County, Ohio.

Plaintiff says that on the 31st. day of March, 1890, he was married to Mary Howard, deceased, that prior to said date, to-wit; on or about the 23rd. day of December, 1889 he paid to said Mary Howard who was then Mary Woodburn, in anticipation of said marriage, and for the purpose of purchasing themselves a home, the sum of Two Hundred Dollars, with the express understanding and agreement between the said Mary Howard and this plaintiff that said home was to belong to the said Mary Howard and this plaintiff jointly, that said Mary Howard took said Two Hundred Dollars together with certain moneys of her own and purchased the following real estate situated in the County of Union, State of Ohio and Village of Marysville and bounded and described as follows, being part of Out Lots Numbered One and Eight, beginning at the South-west Corner of a part of said Out Lot No.1 formerly owned by Nancy F. Lightlinger thence N. 1° E. about 10 poles to the S.E. corner of a part of said Out Lot. No.1, formerly owned by Wm. J. Barbour; thence N.89° W. 4 poles and 4 feet to the N. E. corner of a part of said Out Lot No.8, owned by James B. Cole, in the line of said Wm. J. Barbour; thence with said Cole's line S. 1° W. about 10 poles to the North margin of Fourth Street; thence S.89° E. 4 poles and 4 feet to the beginning, containing about 42 7/16 square rods of ground, and took the deed for same in her own name instead of in the names of herself and this plaintiff.

Plaintiff further says that during the years, 1897, 1898 and 1899 he expended on said above described premises in the way of rebuilding the dwelling House on same the sum of Fifteen Hundred Dollars with the express understanding and agreement with the said Mary Howard that she would convey to him an undivided one-half interest in said premises.

That on the 31st. day of January, 1903, the said Mary Howard died intestate without having repaid said any of said money and without having conveyed to plaintiff the undivided one-half of said premises or any part of said premises.

That by reason of the facts above stated plaintiff is the owner of the equitable title to the undivided one-half of said real estate and the said Mary Howard held the same in trust for this plaintiff.

For a second cause of action plaintiff says that the said Mary Howard in her life time held the legal title to said premises and was in possession of same, and was the owner in fee simple of the undivided one-half

of same.

That the said Mary Howard, being so seized of the above described real estate, died on the 31st. day of January, 1903, intestate leaving the plaintiff, Rella M. Howard, her widower, and the defendant Mary Howland, and one Minnie Vandall and one Dana Howard her only heirs at law.

That the defendant, Walt Howland, is the husband of the said Mary Howland. That the defendant Newton Vandall, is the husband of the said Minnie Vandall.

That on the day of June, 1904, the said defendants Mary Howland and Walt Howland conveyed to this plaintiff by deed all their right, title and interest in said premises.

That on the 28th. day of February, 1905, the said Dana Howard died seized in fee as tenant in common of the undivided one-sixth of said premises, by descent from Mary Howard, leaving as his only heirs at law the said Mary Howland and Minnie Vandall, said one-sixth being subject however to the right of dower of the said plaintiff.

That on the 16th. day of May, 1905, the said Minnie Vandall conveyed by deed to the said R. L. Woodburn all her right, title and interest in said premises, that by reason of said deed the said R.L. Woodburn is entitled to the undivided one-fourth of said premises subject to the dower estate of said plaintiff, that the said Mary Howland is entitled to the undivided one-twelfth, subject to the dower of plaintiff, that by reason of said deed from said Mary Howland and said Walt Howland to said plaintiff, said plaintiff is entitled to the undivided one-sixth of said premises subject to said dower and by reason of the premises set forth in the first cause of action herein plaintiff is entitled to the undivided one-half of said premises.

That the dower of said plaintiff, in dower, has never been assigned to him. Plaintiff further says that more than one year has elapsed since the death of said Mary Howard, and that the personal estate of the said Dana Howard is sufficient to pay all claims and debts against his estate.

Plaintiff therefore prays that the Court find the equitable title to the undivided one-half of said premises is in said plaintiff or that plaintiff has an equitable lien on said premises for the sum of $1700.00 and interest and that a partition of said real estate may be made by and under the direction of this Court between said plaintiff and said defendants, according to their respective rights and interest therein; that his interest in said premises may be set off to him in severalty; that commissioners be appointed by the Court for the purpose of making such partition and assigning dower; or in case a partition of said premises cannot be made without manifest injury to the value thereof, then that said premises may be sold by and under the direction of this Court, 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 their just rights therein, and that plaintiff may have such other relief as may be just and equitable.

W. T. Hoopes & James E. Robinson,
Attys. for Plaintiff.

8438 Affidavit.

8438 Summons.

The State of Ohio, Union County, SS:-
Rolla M. Howard, being first duly sworn, says the facts stated and the allegations made in the foregoing petition are true, as he verily believes.
Rolla M. Howard.
Sworn to before me and subscribed in my presence this 29th day of July, 1905.
(Seal). James E. Robinson, Notary Public.
To the Clerk;
Issue summons directed to the Sheriff of Union County, Ohio, for the defendants, May Howland, Watt Howland and R.L. Woodburn, in the above case and make same returnable according to law.
W. J. Hoopes & James E. Robinson,
Attorneys for Plaintiff.

8438 Affidavit.

On August 1st. 1905, the following Affidavit was filed.
Rolla M. Howard - Plaintiff.
Vs.
May Howland, et.al - Defendants.
Court of Common Pleas,
Union County, Ohio.

Rolla M. Howard, being first duly sworn, says he is the plaintiff in the above case, that on the 29th. day of July, 1905. he filed, in said Court of Common Pleas, a petition against May Howland Watt Howland, Newton Vandall and R.L. Woodburn, defendants, praying for a partition of certain lands in said County of Union and for an equitable interest therein, that he does not know and can not ascertain the residence or location of the defendant Newton Vandall, though he has made diligent search and inquiry for same, and that service of a summons can not be made on the said Newton Vandall within this State; and the said plaintiff wishes to obtain a service on the said Newton Vandall by publication, and further he saith not.
Rolla M. Howard.
Sworn to and subscribed before me this 31st. day of July, 1905.
(Seal). Chas. P. Pendorwood, Clerk.

8438 Summons.

On August 7th. 1905, the following Summons was filed.
The State of Ohio, Union County, To the Sheriff of Union County:-
You are hereby commanded to notify May Howland, Watt Howland and R.L. Woodburn, that they have been sued by Rolla M. Howard in the Court of Common Pleas of Union County and must answer by the 26th. day of August, A.D. 1905. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 7th. day of August, A. D. 1905.
Witness my hand and the seal of said Court, this 29th. day of July, A.D. 1905.
(Seal). Chas. P. Pendorwood, Clerk.
By Clive Pendorwood, Deputy.

Sheriff's Return.
The State of Ohio, Union County, SS.
Received this writ July, 31st. A.D. 1905, at 9 o'clock A.M., and served same August 2nd. 1905 by personally handing the within named May

Howland and Walt Howland certified copies of this writ with all the endorsements thereon. The within named R. L. Woodburn can not be found in the County.
Fees: $1.56. D. S. Baldwaugh, Sheriff.

On August 12th. 1905, the following Summons was issued.
8438 Summons. The State of Ohio, Union County. To the Sheriff of Union County.
You are hereby commanded to notify R. L. Woodburn, that he has been sued by Rolla Howard, in the Court of Common Pleas of Union County and must answer by the 9th. day of Sept. A. D. 1905, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 21st. day of August, A. D. 1905.
Witness my hand and the seal of said Court, this 12th. day of August, A. D. 1905. (Seal). Chas. S. Pentonwood, Clerk.

Sheriffs Return.
Received this writ August, 12th A. D. 1905 at 9 o'clock A. M, and served same by personally handing the within named R. L. Woodburn a true and certified copy of this writ with all the endorsements thereon this 12th. day of August, 1905.
Fees: $.70 D. S. Baldwaugh, Sheriff.

8438 Answer. On August, 26th. 1905, the following Answer was filed.
Rolla M. Howard. Court of Common Pleas
Vs. Union County, Ohio.
Mary Howland, et. als.

8438 Legal Notice.

Now comes the defendants, other than Merton Vandall, and for their answer to the plaintiffs petition say:
They admit that the plaintiff was married to Mary Howard at the date named in the petition, and that said Mary Howard died intestate seized in fee simple of the lands in the petition described. That said Mary Howard left surviving her, the plaintiff, her husband and the said Mary Howland, Minnie Vandall and Dana Howard her only heirs at law and legal representatives. That Dana Howard died intestate at the date named in the petition leaving the said Minnie Vandall and Mary Howland his only heirs at law and legal representatives, and that he left sufficient personal estate to pay all his debts and funeral expenses and expenses of administration. That before the death of said Dana Howard the said Mary Howland conveyed her their interest in said lands to the plaintiff and that after the death of said Dana Howard the said Minnie Vandall conveyed all her interest in the said lands to the said R. L. Woodburn. That the estate and interest of said Dana Howard in said lands descended to said Mary Howland and Minnie Vandall in equal parts; that the plaintiff is entitled to dower in the said premises, but these answering defendants deny each and every other allegation and averment in the said petition contained.
For further answer these defendants say that the said Mary Howard died seized in fee simple in her own right of the lands and tenements in the petition described, that the only estate and interest the plain-

tiff has in the same as his right of dower, and the one-third interest he purchased of said May Howland; that the said May Howland is the owner of one-sixth of said lands and the said R.L. Woodburn the one half thereof, subject to the plaintiffs right of dower.

Wherefore these defendants pray that dower in said lands may be assigned to the plaintiff, and that subject thereto partition of said lands may be had in the following parts and portions to-wit: To the plaintiff one-third thereof, to the said May Howland, one-sixth thereof, and to the said R.L. Woodburn one-half thereof, and if partition cannot be made by metes and bounds without manifest injury to the value of said premises, then that an order of sale issue, and that the proceeds of such sale may be divided in the parts and proportions herein set forth, and for all such other and further relief as the nature of the case may require.

J. L. Cameron, Attorney for Defendants, other than Newton Wandall.

The State of Ohio, Union County, ss:-

R.L. Woodburn, one of the above named defendants, being first sworn says he believes the facts stated in the foregoing Answer to be true.

R. L. Woodburn,

Sworn to before me and signed in my presence this 26th. day of August, 1905.

(Seal) Chas. P. Penhorwood, Clerk.

On September, 13th. 1905, the following Proof of Publication was filed.

8438 Legal Notice.

Legal Notice.

Rolla M. Howard. Court of Common Pleas,

Vs. Union County, Ohio.

May Howland, et. al.

Newton Wandall, whose place of residence is unknown, will take notice that Rolla M. Howard, of the County of Union in the State of Ohio, did on the 29th. day of July, 1905, file his petition in the Court of Common Pleas within and for the County of Union, in said State of Ohio, against the said Newton Wandall, et. al. praying for an equitable undivided one-half interest in, and for partition of, the following described real estate, situated in the County of Union, State of Ohio and Village of Marysville, and bounded as follows, beginning at the southwest corner of a part of Out Lot No.1. formerly owned by Nancy F. Kightlinger, thence North 1°, east about 10 poles to the southeast corner of a part of said Out Lot No.1, formerly owned by Wm. J. Barbour, thence North 89°, West 4 poles and 4 feet to the northeast corner of a part of said Out Lot No.8, owned by James B. Cole, in the line of said Wm. J. Barbour, thence with said Coles line South 1° west about 10 poles to the north margin of Fourth Street, thence South 89° east 4 poles and 4 feet to the beginning, containing about 42 7-16 square rods; and the said Newton Wandall is notified that he is required to appear and answer said petition on or before the 9th. day of September, 1905.

Rolla M. Howard.

By W. J. Hooper and James E. Robinson,

His Attorneys.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with August, 2nd, 1905.

W. O. Shearer.

Sworn to and subscribed before me, this 13th. day of September, 1905.

(Seal). Clive E. Penhorwood, Deputy Clerk.

On October 3rd. 1905, the following Entry was filed.

8438 Entry.

Rolla M. Howard vs. May Howland, et. al.

Court of Common Pleas, Union County, Ohio.

This day on motion of defendants by their Attorney, the plaintiff was required to produce and give defendants an inspection of the documents mentioned in notice by Friday, Oct. 6th. 1905.

On November, 9th. 1905, the following Entry was filed.

8438 Entry.

Rolla M. Howard vs. May Howland, et. al.

Court of Common Pleas, Union County, Ohio.

This day came the parties hereto in person and by their Attorneys, and thereupon this cause came on to be heard by the Court upon the pleadings and the evidence adduced by the parties respectively, and was argued by Counsel, on Consideration whereof, and being fully advised in the premises, the Court doth find that prior to the marriage of plaintiff and Mary Howard, deceased, said plaintiff paid $200.00 on the purchase of the property described in plaintiffs petition; and that subsequent to said marriage plaintiff invested in the repairing and improving of the dwelling house on said premises the sum of $500.00; that said purchase and improvements were made upon the express agreement that the title to said premises was to be taken and held by said plaintiff and said Mary Howard, deceased, jointly and equally, and that said plaintiff is entitled to the relief prayed for in the first cause of action of his petition.

And the Court do find further that all and every of said defendants have been duly notified of the bringing, pendency and demand of said action against them as required by law, and that said plaintiff hath a legal right and estate in said premises, and as therein set forth; and no reason appearing why partition should not be made was prayed for in said petition; It is ordered, adjudged and decreed by the Court that the title to eight-twelfths of the premises be confirmed in the plaintiff, and that his title to and possession of said 8/12 of said premises be and the same, hereby is, forever quieted as against the claims of said defendants adverse to him.

It is further ordered by the Court on motion of W. J. Hoopes, Attorney for said plaintiff that by the oaths of S. D. Chapman, O. B. Davis and B. F. Carmean, judicious, disinterested freeholders of the County, upon actual view of the premises, one full and equal third part of

8438 Appeal Bond.

193 Entry in Circuit Court

one half of said premises be assigned and set off to said Rolla M. Howard, widower, as his dower estate therein; and that by the like oaths of the same P. S. Chapman, O. B. Davis and B. F. Parmeau, upon like actual view, partition be made of said lands, subject to said dower estate in the following proportions, to-wit:- To the said Rolla M. Howard 8/12 thereof; to R. L. Woodburn 3/12 thereof; and to Mary Howland 1/12 thereof, if the same can be done without manifest injury to the value thereof; and if not that said premises be appraised at the true value thereof in money; and it is further ordered that a Writ and Order of Partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned, and said partition to be made accordingly.

Thereupon defendants gave Notice of their intention to appeal this cause to the Circuit Court, and the Court fix the Bond to be given for Appeal at One Hundred Dollars.

On November, 13th. 1905, the following Appeal Bond was filed.

8438 Appeal Bond.

Appeal Bond, Common Pleas to Circuit Court.

Know all Men by these presents, That we R. L. Woodburn and May Howland, are held and firmly bound unto Rolla M. Howard in the penal sum of One Hundred Dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Signed by us, and dated this 13th. day of November, A. D. 1905.

The condition of the above obligation is such, that, whereas, the said R. L. Woodburn and May Howland have taken an appeal from a certain judgment and decree rendered against them in favor of the said Rolla M. Howard, in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the September Term thereof 1905, in case No. 8488, Rolla M. Howard Vs. May Howland, et. al. for the sum of Dollars, to the Circuit Court within and for the County aforesaid. Now, if the said R. L. Woodburn, May Howland shall abide and perform the order and judgment of said Circuit Court, and shall pay all moneys, costs and damages, which may be required of or awarded against them by said Circuit Court, then this obligation to be void; otherwise to remain in full force and virtue in law.

(Signed) R. L. Woodburn
May Howland.
H. W. Morey.

I approve the above Bond with the sureties thereto, this 13th. day of Nov. 1905.
Chas. P. Pemberwood, Clerk.

On February, 15th. 1906, the following Entry was filed.

193 Entry in Circuit Court

Rolla M. Howard.
Vs.
May Howland, et. al.

Circuit Court of Union County, Ohio.

This day came the parties hereto in person and by their Attorneys, and thereupon this cause came on to be heard by the Court upon the pleadings and the evidence adduced by the parties respectively, and was argued by counsel, on consideration whereof, and being fully advised in the premises, the Court do find that prior to

the marriage of plaintiff and Mary Howard, deceased, said plaintiff paid $200.00 on the purchase of the property described in plaintiff's petition; and that subsequent to said marriage, plaintiff invested in the repairing and improving of the dwelling house on said premises the sum of $1500.00; that said purchase and improvements were made upon the express agreement that the title to said premises was to be taken and held by said plaintiff and Mary Howard, deceased, jointly and equally, and that said plaintiff is entitled to the relief prayed for in the first cause of action of his petition.

And the Court do find further that all and every of said defendants have been duly notified of the bringing, pendency and demand of said action against them as required by law, and that said plaintiff hath a legal right and estate in said premises, and as in said petition set forth, and no reason appearing why partition should not be made as prayed for in said petition; it is ordered, adjudged and decreed by the Court that the title to eight-twelfths of the premises be confirmed in the plaintiff and that his title to and possession of said 8/12 of said premises be and the same, hereby is, forever quieted as against the claims of said defendants adverse to him.

And the Court further find that R.L. Woodburn hath a legal right and estate in 3/12 of said premises subject to the dower estate of the plaintiff therein; and that May Howland hath a legal right and estate in 1/12 of said premises subject to the dower estate of the plaintiff therein.

It is therefore ordered and adjudged by the Court on motion of Hoopes & Robinson, Attorneys for said plaintiff, that by the oaths of P. D. Chapman, O. B. Davis and B. F. Carmean, judicious, disinterested freeholders of the County of Union, upon actual view of the premises, one full and equal third part of the undivided 3/12 belonging to said R.L. Woodburn, and one full and equal third part of the 1/12 belonging to the said May Howland be assigned and set off to said plaintiff as his dower estate therein; and that by the like oaths of the same Commissioners, upon like actual view, partition be made of said lands in the following proportions, to-wit; to the said Rolla M. Howard in addition to his dower estate above mentioned 8/12 thereof; to R.L. Woodburn subject to the dower estate of Rolla M. Howard, 3/12 thereof; and to May Howland, subject to the dower estate of Rolla M. Howard, 1/12 thereof, if the same can be done without manifest injury to the value thereof; and if not that the said premises be appraised at the true value thereof in money; and it is further ordered that a Writ and order of Partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned, and said partition to be made accordingly, and that he make report of his proceedings herein to the Court of Common Pleas of Union County, Ohio.

193 On March 9th. 1906, the following Writ of Partition and Dower was filed.

The State of Ohio, Union County, SS; To the Sheriff of said County, - Greeting:

We command you, that without delay, by the oaths of P. D. Chapman, O. B. Davis and B. F. Carmean, upon cause to be set off and assigned to Rolla M. Howard widower of Mary Howard, late of said County, de-

ceased, one full equal third part of the undivided 3/12 ths. belonging to R. L. Woodburn, and one full equal third part of the undivided 1/12 th. belonging to Mary Howland, of the following described real estate, to-wit:- Situated in the County of Union, State of Ohio, and Village of Marysville, and bounded and described as follows, being part of Out Lots Numbered One and Eight, Beginning at the South-west corner of a part of said Out Lot No.1, formerly owned by Nancy F. Knighttinger; thence N. 1 deg. E. about 10 poles to the S. E. corner of a part of said Out Lot No.1, formerly owned by Wm. J. Barbour; thence N. 89° W. 4 poles and 4 feet to the N. E. corner of a part of said Out Lot No.8, owned by James B. Cole, in the line of said Wm. J. Barbour; thence with said Coles line S. 1° W. about 10 poles to the North margin of Fourth Street; thence S. 89° E. 4 poles and 4 feet to the Beginning, containing about 42 7/16 square rods of ground.

And that in like manner and by the like oaths of said, R. D. Chapman, O. B. Davis and B. F. Parmean, you cause partition to be made of said lands and tenements, among the persons named herein, and in the following proportions, to-wit:-

To Rolla M. Howard, 8/12 part.

To R. L. Woodburn, subject to the dower of Rolla M. Howard- 3/12 part.

To Mary Howland, subject to the dower of Rolla M. Howard 1/2 part.

And if, in the opinion of the said Commissioners, said premises cannot be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same free from the dower of the said Rolla M. Howard in pursuance of an order lately made in the Circuit Court within and for the said County of Union in a certain Petition for Partition and Dower, wherein Rolla M. Howard, was Plaintiff, and Mary Howland, et. al. are Defendants, and that your proceedings in the premises you distinctly certify, under your hand, to the Common Pleas Court forthwith.

Witness my hand and the seal of the Circuit Court, this 5th. day of March, A. D. 1906. (Seal) Chas. F. Penhorwood, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of P. D. Chapman, O. B. Davis and B. F. Parmean; 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 9th. day of March, A. D. 1906.

Fees: $2.64, D. P. Bolenbaugh. Sheriff.

Commissioner's Report.

Rolla M. Howard. vs. Mary Howland, et. al.

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, we are of the opinion that the

said lands can not be divided without manifest injury, and we do estimate the value of the same, and free from said Dower estate at Twenty-two Hundred and Fifty Dollars ($2250.00).

Given under our hands this 9th. day of March, A.D. 1906.

Fees: $3.00

Charles B. Chapman
B. F. Carmean. } Commissioners.
D. B. Davis.

8388 Petition.

8438 Entry.

On March 10th. 1906, the following Entry was filed.

Court of Common Pleas,
Union County, Ohio.

Rolla M. Howard-
Vs.
Mary Howland, et. al.

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 $2250.00 the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And it appearing to the Court that the said Rolla M. Howard has elected to take the said premises at their appraised value, and the Court finding that the costs of this action, including an Attorney fee of $100.00 to J. L. Cameron and an Attorney fee of $56.25 to Hooper & Robinson for their services herein, amount to $287.65; and that there is due to the Treasurer of Union County, as taxes on said premises, the sum of $17.10; it is therefore ordered by the Court that upon payment being made to the Sheriff the costs and taxes in this cause, to-wit, the sum of $304.75 and in cash the proportion of the appraised value due to the other parties, as heretofore found by the Court, the said estate be, and it hereby is, adjudged to said Rolla M. Howard, and the Sheriff is ordered thereupon to make and execute to him a conveyance therefor.

And the Court coming now to distribute the proceeds of said estate, it is ordered that the Sheriff, on receiving the same, pay:

First, to the Treasurer of Union County, $17.10 being the taxes due on said premises.

Secondly, to the Clerk of this Court the costs of this action, including counsel fees, the sum of $287.65.

Thirdly, to the defendant, R. L. Woodburn, in cash the sum of $369.10 and to the defendant Mary Howland, in cash the sum of $123.04.

Attest: Chas. P. Cushenwood, Clerk.
By Olive E. Cushenwood, 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 September Term, A.D. 1905.
Be it remembered that on December, 24th. 1904, the following Petition was filed with the Clerk of said Court, to-wit:-

8388
Petition.

William M. Hornbeck.
Vs.
Eliza Hornbeck, and
Edward F. Powell,

Court of Common Pleas,
Union County, Ohio.

The plaintiff says:-

1- That one James P. Dynes of the County of Union, and State of Ohio, was in his life-time seized in fee-simple of a certain one hundred and fifty acres, in Union County, Ohio, among others, and in possession of the same. That the said James P. Dynes, being so seized of the above described real-estate, died in the year 1854, leaving a will, as found in Union County Record of Wills, Volume A. page 74. wherein he left to his daughter, Eliza, she being the defendant Eliza Hornbeck herein, in Item III. of said will, said above named certain 150 acres of land for, and during her natural life, and at her death to her legal heirs in fee-simple.

That afterwards, to-wit, on the 15th. day of January, 1894, said defendant Eliza Hornbeck traded said above named certain 150 acres of land to A.J. Whitney, who thereupon deeded, (together with his wife Dale Whitney) in exchange for the same, to said Eliza Hornbeck for and during her natural life, and after her death to William M. Hornbeck, and Lewis H. Hornbeck, and to their heirs and assigns forever, the following described real estate to-wit:- Situated in the State of Ohio, County of Union, and Township of Washington, part of Surveys Nos. 12289, 10177, and bounded and described as

Beginning at a stone in the southeast corner of a tract of 452 57/100 acres formerly owned by A. J. Carpenter; thence N. 8° 35' W. 78 60/100 poles to a stake; thence S. 82° 55' W. 178 28/100 poles to a stake; thence S. 0° 35' W. 35 60/100 poles to a stake; thence N. 80° 25' W. 17 poles to a stake in the Shurtzer Road; thence with said road as follows: N. 25° 10' E. 19 70/100 poles to a stone; thence N. 3° 35' W. 26 poles to a stone; thence N. 7° 50' W. 61 90/100 poles to a stone and the south-east corner of Solomon Shurtzer's land; thence with Shurtzer's south line S. 83° 55' W. 109 90/100 poles to a stone in Shurtzer's south-west corner; thence S. 7° 50' E. 160 24/100 poles to a stone in the Survey line; thence with said line N. 82° 55' E. 77 60/100 poles to the center of the Shurtzer road; thence with the Survey line N. 82° 55' E. 224 poles to the beginning, containing Two Hundred (200) acres more or less. See Vol. 71- pages 172-173- Union County Record of Deeds.

2- That by the death of said James P. Dynes said defendant, Eliza Hornbeck, became seized in a life-estate in said 150 acres first above described, and the plaintiff herein, and the said Lewis H. Hornbeck each became seized of an undivided one-half part of the said property in remainder- That by the exchange of land, as above set forth, said interests in said 150 acres were relinquished, but were transferred to the two hundred acre tract last above described.

That the defendant, Edward G. Powell, as the plaintiff is advised, and
charges, has purchased said undivided one-half interest, in remainder,
of said Lewis N. Hornbeck and he is now the sole and legal holder
and owner thereof, the said Hornbeck having made the transfer thereof
by deed, dated on the day of A.D. 19 , and which deed
is recorded in Vol. Page , Union County Record of Deeds.

3- That the defendant, Eliza Hornbeck, has an vendors lien upon
said Two Hundred acre tract of land, by reason of the fact that she
sold, transferred, and made over, to the plaintiff herein, her said life
estate, and for a valuable consideration therefor, the full value as ascer-
tained by law, by deed dated December, 5th. 1904, and recorded in Vol.
Page , Union County Record of Deeds

Plaintiff says that all claims and debts against said estate of said James P.
Dynes are fully paid.

Plaintiff prays that a partition of the real property of 200 acres
above described may be made by and under the direction of this Court
between said plaintiff and said defendants according to their res-
pective rights and interests herein; that his interest in said premises
may be set off to him in severalty; that Commissioners be appointed
by the Court for the purpose of making such partition and of assigning
the life estate; or in case a partition of said premises can not
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 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 their just rights therein, and plaintiff may have such other and further
relief as may be just and equitable.

Porter & Porter,
Attorneys for Plaintiff.

8388 Motion.

William W. Hornbeck, the plaintiff herein, being sworn, makes oath, that
the facts stated in the foregoing Petition are true as he believes.

William W. Hornbeck.

Sworn to by said William W. Hornbeck, before me, and signed
by him in my presence this 24th. day of December, A.D. 1904.

(Seal) Edward W. Porter, Notary Public,
Union County, Ohio.

Precipe

To Clerk:- Issue Summons in the above entitled case to Eliza
Hornbeck, directed to the Sheriff of Union County, Ohio, and to
Edward G. Powell, directed to the Sheriff of Franklin County, Ohio, re-
turnable according to law.

Porter & Porter, Attys. for Plaintiff.

8388 Summons.

Due December, 24th. A.D. 1904, the following Summons was issued.

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

You are hereby commanded to notify, Eliza Hornbeck, that she has been
sued by William W. Hornbeck, in the Court of Common Pleas of Union County
and must answer by the 21st. day of January, A.D. 1905, or the 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 Jan-

mary, A.D. 1905.
Witness my hand and the seal of said Court this 24th day of Dec. A.D. 1904.
(Seal). Chas. P. Cenkenwood, Clerk.
Sheriff's Return.
Received this writ, Dec. 24th. A.D. 1904, at 3 o'clock P.M, and served same by personally handing to Eliza Hornbeck a true and certified copy of this writ with all the endorsements thereon, Dec. 28th. 1904.
Fees:- $0.64. D. F. Burnham, Sheriff.

On December, 24th. 1904, the following Summons was issued.
The State of Ohio, Union County, To the Sheriff of Franklin County.
You are hereby commanded to notify Edward T. Powell, that he has been sued by William W. Hornbeck, in the Court of Common Pleas of Union County, and must answer by the 21st. day of January, A.D. 1905, or the 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 January, A.D. 1905.
Witness my hand and the seal of said Court this 24th day of Dec. A.D. 1904.
(Seal) Chas. P. Cenkenwood, Clerk.
Sheriff's Return.
The State of Ohio, Franklin County, ss:-
Received this writ December, 27th. A.D. 1904 at 9 o'clock A.M. and pursuant to its command on the 27th. day of December, 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 Edward T. Powell.
Fees: $1.66
George J. Karb Sheriff.
By Chas. L. Reach, Deputy.

On January, 21st. 1905, the following Motion was filed.

8388 Motion.

William W. Hornbeck
Vs.
Eliza Hornbeck, et. al.

Court of Common Pleas
Union County, Ohio.
Motion.

Now comes the said defendant, Edward T. Powell, and moves the Court herein, that the plaintiff be ordered to strike from the said petition the following irrelavent, redundant and immaterial matter, to-wit:-

1- All the matter in the first paragraph of said petition commencing at the beginning thereof and ending with the following words", the following described real estate, to-wit"; which said words will be found on or about the fifteenth line of the first paragraph of said petition.

2- All the matter contained in the second paragraph of said petition, beginning with the words "by the death of the said James P. Symes," and ending with the words," Two hundred acre tract of land above described".

3- The following matter. "That the defendant, Eliza Hornbeck has a lien upon said Two hundred acre tract of land by reason of the fact that she sold, transferred and made over to the plaintiff herein her said

life estate."

E. E. Powell,
Attorney for Edward G. Powell.

On January, 21st. 1905, the following Motion was filed.

8388. William W. Hornbeck. Court of Common Pleas,
Motion vs. Union County, Ohio.
Eliza Hornbeck, et. al. Motion.

Now comes the said defendant, Edward G. Powell, and moves the Court herein to compel the said plaintiff to make his petition definite and certain in this, to-wit:-

1- That he fill in the said dates as to the time the said Edward G. Powell purchased said undivided one-half interest in the remainder of said tract of land of said Louis W. Hornbeck.

2- That the plaintiff set up the exact amount which Eliza Hornbeck claims as a vendors lien upon the said undivided one-half of said tract of land,

E. E. Powell, Atty. for Edward G. Powell.

On February, 20th. 1905, the following Entry was filed.

8388 Wm W. Hornbeck. Court of Common Pleas,
Entry vs. Union County, Ohio.
Eliza Hornbeck, et. al.

This day this cause came on for hearing upon the motions of the defendant, Powell, and were argued by Counsel and submitted to the Court. On consideration whereof the Court overrules said motions, to which ruling and judgment of the Court the defendant, Powell, at the time excepted. And leave is granted defendants to plead within 30 days, and cause continued.

On March, 14th. 1905, the following Answer was filed.

8388 William W. Hornbeck. Court of Common Pleas,
Answer. vs. Union County, Ohio.
Eliza Hornbeck, et. al. Answer and Cross-Petition of Eliza Hornbeck.

Now comes Eliza Hornbeck, one of the defendants in the above entitled action and voluntarily enters her appearance herein, and for answer to the petition in this case filed says; That she admits the allegations set forth in plaintiffs petition.

For the purpose of making more explicit and definite the transaction of the transfer of her life estate to the plaintiff herein, defendant says, that on the 5th. day of December, 1904, for the purpose of effecting a partition of the premises so described in plaintiffs petition, she conveyed by quit claim deed, to her son, said William W. Hornbeck plaintiff herein, her said life interest in said described premises, for and in consideration of a sum of money, to be estimated and ascertained, from the value of the said lands, her expectancy of life, and according to the rules of the Court, under the life tables in such cases provided.

Defendant says that no part of said payment has been made to her, and that the purchase price of her said life interest is due

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her under the said contract of sale and conveyance, and she therefore asks that the same may be found according to her age, and the facts set forth, and ordered paid to her by the Court.

Defendant further avers, that she is 78 years old and that she freely consents that said premises may be sold free of her life estate and that the value of such life estate may be allowed and paid to her in lieu thereof out of the proceeds of the sale, such sum of money as the Court deems the just and reasonable value of her said life interest in said estate.

And for all proper relief in the premises.

McCrory & Cameron,
Attorneys for defendant.

The State of Ohio, Union County, ss:-

Eliza Hornbeck, being duly sworn, says that the statements in the foregoing Answer are true as she verily believes.

Eliza Hornbeck.

Sworn to before me and subscribed in my presence this 14th. day of March, A.D. 1905.

(Seal) Robt. McCrory, Notary Public.

Ord April, 12th. 1905, the following Entry was filed.

8388 Entry.

Wm. W. Hornbeck.
vs.
Eliza Hornbeck, et.al.

Court of Common Pleas,
Union County, Ohio.

This day leave was granted to J. W. Nerhouse to file answer and cross-petition herein and the same was filed.

Ord April, 12th. 1905, the following Answer and Cross-Petition was filed.

8388 Answer

W. W. Hornbeck,
vs.
Eliza Hornbeck, et.al.

Court of Common Pleas,
Union County, Ohio.
Answer and Cross-Petition.

Leave of Court first had, J. W. Nerhouse files this, his Answer and Cross-Petition.

J. W. Nerhouse says, that he is the owner and real party interested in a judgment against the defendant Eliza Hornbeck, et.al. upon the Execution and Lien docket page 5816 of said Court, for the sum of Thirty-Eight $\frac{74}{100}$ dollars and $\frac{53}{100}$ costs, which judgment became dormant, on April 10th. 1905, there was an order granted reviving said dormant judgment for the sum of $38.74 which said judgment is still in full force and wholly unsatisfied. That said Eliza Hornbeck has an equitable interest as a life estate in the premises described in the petition for partition in case No. 8388, in the said Court of Common Pleas, wherein Wm. W. Hornbeck is plaintiff, Vs. Eliza Hornbeck & Edward T. Powell, are defendants.

That said Eliza Hornbeck has filed her answer in said case asking that said premises be sold free of her life estate, and that the value of said life estate may be allowed and paid to her in lieu thereof out of the proceeds of the sale.

Wherefore the plaintiff asks that at the final disposition and sale of said property, the moneys arising from the sale of her life estate

in said real estate, or so much as will satisfy said plaintiffs claim be subjected to the plaintiffs said judgment etc. for costs and for all relief which the plaintiff upon the facts may be entitled.

A. H. Kollefrath. Atty. for Plaintiff.

State of Ohio, Union County, ss:-

J. W. Nerhouse, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are true as he verily believes.

J. W. Nerhouse.

Sworn to by said J. W. Nerhouse before me, and signed by him in my presence this 12th. day of April, 1905.

(Seal). A. H. Kollefrath, Notary Public.

On April 13th. 1905 the following Entry was filed.

8388 Entry

William W. Hornbeck. Court of Common Pleas,
vs. Union County, Ohio.
Eliza Hornbeck, et. al.

And now this cause coming on to be heard upon the petition of the plaintiff, and the answer and Cross-petition of Eliza Hornbeck, defendant, and the Cross-petition of J. W. Nerhouse, defendant, and the evidence; the Court find that all of the defendants have had due and legal notice of the pendency and demand of said petition, and with the exception of the above named, they are in default for answer thereto;

Thereupon, the Court find that, the plaintiff and the said defendant, Edward T. Powell, herein, are tenants in common in the estate described in the petition, but subject to the lien of the defendant, Eliza Hornbeck, for the value of her life estate therein; in this, to-wit:-

To enable plaintiff to bring his action in partition, said defendant, Eliza Hornbeck, conveyed by quit claim deed, to plaintiff her life estate in the premises described in plaintiffs petition, for an agreed consideration to be paid her out of the proceeds of said described premises, of the full value of her life estate therein, which it was agreed by and between the plaintiff and this defendant, should be ascertained and computed according to law, and the life tables in such cases made and provided.

The Court further find that the plaintiff and the defendant, Edward T. Powell, have contracted and sold and conveyed the said lands described in the petition, to one S. F. Hargar, for the sum of Five Thousand Seven Hundred and Fifty Dollars ($5750.00)

and the said Eliza Hornbeck, having by her answer elected to receive, in lieu of her life interest in said real estate its value in money, The Court finds the just and reasonable value thereof to be, Twelve Hundred and Forty-two, and 90-100 Dollars ($1242.90) after the payment of taxes.

It is further mutually agreed by and between the said Eliza Hornbeck, and the defendant J. W. Nerhouse, that to settle the judgment recived by Nerhouse, against her,- that Eliza Hornbeck will pay, and said Nerhouse will receive as full payment for his recived judgment the sum of $25; in full satisfaction thereof.

8388 Motion.

8388 Motion.

8388 Motion

It is therefore, ordered, adjudged and decreed, that the defendant, Eliza Hornbeck, recover, out of the sale of the said real estate described in plaintiffs petition herein, the sum of $1242.90 and that the said sum of $1242.90, be and remain a fixed and subsisting lien upon the said premises in plaintiffs petition described, until the said sum has been fully paid to this defendant, and in case said sum of $1242.90 is not paid within 20 days, from the date of this Entry, that order of sale shall issue against said lands.

It is further ordered that the costs of this proceeding be paid by the plaintiff and defendant Edward J. Powell, upon their dismissal of plaintiffs petition in partition herein.

On July 31st. 1905, the following Motion was filed.

8388. Motion. William W. Hornbeck
Vs.
Eliza Hornbeck, et. al.

Court of Common Pleas
Union County, Ohio.

Now comes Edward J. Powell the defendant herein and moves the Court to strike the answer of Eliza Hornbeck from the files for the reason that it does not conform with the order of the Court herein.

J. E. Powell, Atty. of E. J. Powell.

8388 Motion. William W. Hornbeck.
Vs.
Eliza Hornbeck, et. al.

Court of Common Pleas,
Union County, Ohio.
July. 31st. 1905

Now comes Edward J. Powell, defendant herein and moves the Court herein to vacate, set aside and to strike from the files the Entry entered in this cause on February 20th. A. D. 1905, for the reason that said Entry was never shown or submitted to this defendant or his counsel.

J. E. Powell, Atty. for E. J. Powell. Deft.

On July 31st. 1905, the following Motion was filed.

8388 Motion. William W. Hornbeck.
Vs.
Eliza Hornbeck, et. al.

Court of Common Pleas,
Union County, Ohio.

Now comes Edward J. Powell, defendant herein and moves the Court to vacate, set aside and to strike said Entry of April 13th. A. D. 1905, from the files for the following reasons:-

1- That said Edward J. Powell was not in default as stated in said Entry.

2- That the interest of Edward J. Powell in the premises in controversy was not subject to the lien of Eliza Hornbeck as stated in the said Entry.

3- That said Eliza Hornbeck ought not to recover the sum of $1242.90 as stated in said Entry.

4- For the reason that there was mistake and irregularity in obtaining said judgment and order.

5- For the reason that unavoidable misfortune prevented this defendant from defending.

J. E. Powell, atty. for Edward J. Powell, Deft.

8388
Motion.

On July, 31st. 1905, the following Motion was filed.
William M. Hornbeck
Vs.
Eliza Hornbeck, et. al.
Court of Common Pleas,
Union County, Ohio.

Now comes Edward G. Powell, defendant herein, and moves the Court herein to dismiss the above entitled cause for the following reasons:-

1- That the said parties to the action are not entitled to the relief asked.

2- That all the parties to this action have disposed and sold their interests in the premises sought to be partitioned.

E. E. Powell, Atty. for E. G. Powell, Def't.

8388
Entry.

On Dec. 26th. 1905, the following Entry was filed, Entered under date of Nov. 8, 1905.
William M. Hornbeck
Vs.
Eliza Hornbeck, et. al.
Court of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing upon the motions of the defendant Edward G. Powell, which said motions are as follows:-

1- To strike from the files the Entry of February 20th. 1905.

2- To strike the answer of Elizabeth Hornbeck filed herein from the files.

3- To vacate, set aside and strike from the files the Entry of April the 13th. 1905.

4- To dismiss the above entitled action.

And the said motions were argued by counsel upon the pleadings and the evidence, and were submitted to the Court, and the Court on consideration thereof does overrule the said motions, to which ruling of each motion the said defendant, Edward G. Powell, then and there excepted. And the said defendant, Edward G. Powell, in open Court gave notice of his intention to appeal this cause, to the Circuit Court of Union County and asked the Court to fix the amount of the appeal Bond, and the Court on consideration thereof does fix said appeal Bond at $100.00.

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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 April Term, A.D. 1906.

Be it remembered that on March, 2nd. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8498 Petition.

Miskawaka Woolen Manufacturing Co.
vs.
John F. Hinderer, and Jacob Hinderer Executor of the last Will and Testament of Fredrick Hinderer, deceased.

Court of Common Pleas, Union County, Ohio.
March, 2nd. 1906.
Petition.
No. 8498.

The Plaintiff says:-

That at the times hereinafter mentioned plaintiff was and now is, a corporation duly organized under the laws of the State of Indiana.

Plaintiff further says, that there is due to it from said John F. Hinderer, on the account for goods sold and delivered on the 12th. day of July, A.D. 1904, by said Miskawaka Woolen Manufacturing Company to said John F. Hinderer, a copy of which is hereto attached and filed herewith, marked "Exhibit A", the sum of One Hundred and Eighty-Four and 93/100 Dollars, which he claims, with interest from the 15th. day of December, 1904.

Plaintiff also says, that it is now unable to ascertain, or state, just what personal or real estate, said defendant possessed of, if any. Plaintiff avers however, that by the last will and testament of his late father, Fredrick Hinderer, deceased was probated on the 5th. day of January A.D. 1901, by the Probate Court of Union County, Ohio, said defendant is devised in Item 5th. of said Will, the sum of Five Hundred and Seventy-Five Dollars. Plaintiff further says, that by the terms of said will, the said Fredrick Hinderer, deceased, died seized of Eighty-Six and one half (86½) acres of land, situate in Jerome Township, Union County, Ohio. and further, that said 86½ acres were left, by the terms of said Will to his widow, Catherine Hinderer, for, and during her natural life; and further that at the death of said widow, the said defendant is bequeathed in Item 9th. of said Will, an undivided one-fifth 1/5 interest, or share, in said 86½ acres.

Plaintiff has good reasons to believe and does believe, and therefore avers the fact so to be, that whatever property the defendant may now have, either in possession or in expectancy, will forthwith, upon the commencement of this action be incumbered or disposed of by the defendant, in which the defendant the said Jacob Hinderer, as executor of the said last will and testament will assist, and cooperate with him, so as to defeat plaintiff from obtaining its money herein.

Wherefore this defendant asks judgment against the said defendant John F. Hinderer for the said sum of One Hundred and Eighty-Four and 93/100 Dollars, and the interest thereon, from 15th. day of December, 1904. and plaintiff further asks that the defendant John F. Hinderer, and Jacob Hinderer, as Executor as aforesaid, be enjoined, the former

Precipe.

8498 Summons.

from disposing of or incumbering any property belonging to him in the meantime, and the latter from in any way co-operating, conniving with or assisting, either directly or indirectly, in any such disposition or incumberance of any property or interest in the same, belonging to the said John F. Hinderer, either in possession or expectancy.

E. W. Porter, Atty. for Plaintiff.

State of Ohio, Union Co. SS:-

E. W. Porter being sworn, makes oath, that he is the Attorney for the plaintiff herein, duly authorized in the premises; that the plaintiff is not a resident of the County, and is a corporation as aforesaid; and that the facts stated in the foregoing petition are true as he believes.

E. W. Porter.

Sworn to by said E. W. Porter before me, and signed by him in my presence this 2nd. day of February, A.D. 1906.

(Seal). John L. Dougherty, Notary Public, Union County, Ohio.

To the Clerk:-

Precipe. Please issue summons upon the petition, for the defendant, in the above entitled action, directed to the Sheriff of Union County, Ohio, returnable according to law. Endorse "Action for money, amount claimed $184.93, and interest from December 15th. 1904". Injunction Allowed". E. W. Porter. Atty. for Plaintiff.

Exhibit "A".

Mishawaka, Ind., Jan. 26th, 1905.

John F. Hinderer,

Unionville Center, Ohio.

To Mishawaka Woolen Mfg. Co. Dr.

July, 12th- 1904- Dog. Block No.

"	"	"	1-	376- Russian Fello & Duck Perfection #6 to 11	26.15
"	"	"	1 -	429- N.D. Fello & Midland Perfection #6 to 10	21.30
"	"	"	1 -	424- N.D. Fello & 2 Bkl Duck Perfection #6 to 10	28.80
"	"	"	1 -	452 - Boys N.D. Fello & Midland Perfection #2 to 5	17.25
"	"	"	1 -	453 - Youths N.D. Fello & Perfection #10 to 1	16.70
"	"	"	1 -	E. 611- Extra Awl & Top Arctics Reg. Wt. #7 to 12	15.20
"	"	"	1 -	611 - Arctics Reg Wt. #7- to 12	13.85
"	"	"	½-	609- 4 Bkl. Excl. Arctics Wt. 1/7 - 1/8 - 3/9 - 1/10 @- 22:05	11.03
"	"	"	1 -	630 - Duck Vamp Boots F (Wool lined) #6 to 11-	34.65
					#184.93

8498 Summons. On March, 2nd. 1906, the following Summons was issued.

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

You are hereby commanded to notify, John F. Hinderer, and Jacob Hinderer, Executors of Fredrick Hinderer, deceased, that they have been sued by The Mishawaka Woolen Manufacturing Company, in the Court of Common Pleas of Union County and must answer by the 31st. day of March, A.D. 1906, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 12th. day of March, A.D. 1906.

Witness my hand and the seal of said Court, this 2nd. day of March,

A. D. 1906.

(Seal). Chas. P. Pendorwood, Clerk.
By Clive E. Pendorwood, Deputy.

Sheriff's Return.

Received this writ March, 2nd. A.D. 1906, at 4 o'clock P.M. and served same by personally handing the within named John F. Hinderer a true and certified copy of this writ with all the endorsements thereon, and at the same time I served the within named Jacob Hinderer by leaving a copy, as described above, at his usual place of residence, this 3rd. day of March, 1906.

Fees $2.13.

D.S. Bolenbaugh, Sheriff.
By Fred Bolenbaugh Deputy.

On April, 2nd. 1906, the following Entry was filed.

8498 Entry.

Miskawaka Woolen Mfg. Co. vs. John F. Hinderer, et. al.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff, by its attorney, and the defendants being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by them to be true, and that said defendant, John F. Hinderer, is indebted to the plaintiff in the sum of $184.93 and interest from December, 14th. 1904.

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 the said sum of $184.93 and interest thereon from the 15th. of Dec. 1904, and its costs herein expended taxed at $ ——.

Attest: Chas. P. Pendorwood, Clerk.
By Clive E. Pendorwood, Deputy.

85-00 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 said Court at the April Term, A.D. 1906.

Be it remembered that on March 3rd. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

85-00 Petition

William H. Agner.
Vs.
W.S. Johnson, Jos. A. Johnson and J. H. Brown - Defendants.

Court of Common Pleas,
Union County, Ohio.
March, 3rd. 1906.

Petition to foreclose Mortgage.

Plaintiff says, there is due him from the defendants, on the promissory Note, set out in this first cause of action, the sum of One Hundred Dollars, with interest from the 2nd. day of January, 1905, of which the following is a copy, with all credits and indorsements thereon "$100.00

Marysville, O. Jan. 2nd. 1905.

Eight months after date I promise to pay to the order of William H. Agner, One Hundred Dollars, at six per cent. interest, payable semi annually."

(Signed)

Jos. A. Johnson
W. S. Johnson.
J. H. Brown.

(There are no credits or indorsements on said note.)

Second Cause of Action:- For a second cause of action, plaintiff says, that there is due him from the defendants on the promissory Note of the defendants the sum of Two Hundred and Twenty-five Dollars, with interest from the 2nd. day of January, 1905, of which the following is a copy, with all credits and indorsements thereon.

$225.00

Marysville, O. Jan. 2nd. 1905.

Twenty months after date I promise to pay to the order of William H. Agner, - Two Hundred and Twenty-Five Dollars, at six per cent interest, payable semi-annually."

(Signed)

Jos. A. Johnson
W. S. Johnson
J. H. Brown.

(There are no credits nor indorsements on said Note).

Plaintiff for a third cause of action says that to secure the payment of said notes the defendants on the 2nd. day of January, 1905, executed and delivered to the plaintiff a Chattel mortgage by which they conveyed to the plaintiff as security for said notes the following described goods and chattels, to-wit:-

"One 20 X 12, Lathe, Rahn, Mayer & Carpenter Co's make"
" One 14 X 6, Lathe, Sabastian maker
One 17 inch Shaper, American Tool Co's Works Make".

all the above property situate in the Harrington Building, on North Plumb Street (in the Village of Marysville - Also in same building "Line Shaft" and other tools necessary for the shop".

Which mortgage contained the following condition:- To have and to hold the same unto the said William H. Agner, his executors, administrators, and assigns forever: Provided always, that if the said W. S. Johnson, J. H. Brown and Jos. A. Johnson, shall well and truly pay or cause

to be paid at maturity their certain promissory notes of even date herewith, for the sum of Three Hundred and Twenty-five Dollars, due in Eight and Twenty months from date, and payable to the said William H. Agner, or order, with interest at the rate of six per cent. per annum, payable semi-annually, then this conveyance shall be void, otherwise to be and remain in full force."

And said mortgagees further covenants that on default of payment or any misuse, sale or attempt to sell, or to remove from the county, or where now located, or upon seizure by any process of law, of said goods and chattels, or any part of them, or upon failure to write the said provisions as to insurance; or if the mortgagee shall at any time before the debt becomes due, deem it necessary for the more complete and perfect security of his said claim; that the said mortgagee or assigns, may take said property into his possession and dispose of the same at public or private sale, and deduct from the proceeds the expenses of such sale, and the amount then due upon said claim with interest and costs thereon; rendering the surplus money, if any, to the said Mortgagors or assigns. Otherwise the property is to remain in the peacable possession of the said mortgagors until default be made in payment of one or more of the said promissory Notes, or until taken possession of as aforesaid.

That on the 26th. day of January, 1905, at 1:40 o'clock P.M. said mortgage was deposited, and filed with the County Recorder of Union County, the defendants bring residents of Paris Township, in which the office of said County recorder is kept, in which Township said property was situated at the time of the execution of said Mortgage.

The defendants did not pay said first note when the same became due nor any part thereof.

Wherefore plaintiff asks judgment against said defendants in the sum of Three Hundred and Twenty-five dollars, with interest from the 2nd. day of January, A.D. 1905- that said property may be ordered sold and the proceeds applied in payment of said claim, and for such other relief as is just and equitable.

(McCrory & Cameron, attys. for Plaintiff.

The State of Ohio, Union County, ss:-

William H. Agner, being first duly sworn deposes and says the allegations and facts set forth in the foregoing petition are true as he verily believes.

(Mrs.) H. Agner.

Sworn to and subscribed in my presence this 3rd. day of March, 1906.

(Seal). Robb. McCrory.
Notary Public.

Precipe. To Clerk:- Issue Summons in the above entitled case to Sheriff of Union County for T. U. Brown. To the Sheriff of Lucas County for Joseph A. Johnson, Toledo, Ohio, and to the Sheriff of Richland County for W. S. Johnson, Mansfield, Ohio. Endorse:- "Foreclosure of Chattel Mortgage Amt. $325.00 with interest from Jan. 2nd 1905. returnable according to law.

McCrory & Cameron
attys. for Plaintiff.

8500 Summons.

8500 Summons.

8500 Summons.

8500
Summons.

On March, 3rd. 1906, the following Summons was issued.
The State of Ohio, Union County, To the Sheriff of Union County:
You are hereby commanded to notify J. H. Brown, that he has been sued by William H. Agner, in the Court of Common Pleas of Union County, and must answer by the 31st. day of March, A.D. 1906, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 12th day of March, A.D. 1906.
Witness my hand and the seal of said Court, this 3rd. day of March, A.D. 1906, (Seal). Chas. P. Pinkerwood, Clerk.
By Olive E. Pinkerwood Deputy

Sheriff's Return.
Received this writ, March, 5th. A.D. 1906, at 9 o'clock, A.M., and served same by leaving a true and certified copy of this writ, with all the endorsements thereon at the usual place of residence of the within named J. H. Brown, this 8th. day of March, 1906.
Fees $0.84
D. P. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Deputy.

8500
Summons.

On March, 3rd. 1906, the following Summons was issued.
The State of Ohio, Union County, To the Sheriff of Richland County:
You are hereby commanded to notify W. P. Johnson, (Mansfield Ohio.) that he has been sued by William H. Agner, in the Court of Common Pleas of Union County, Ohio, and must answer by the 31st. day of March A.D. 1906, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.
You will make due return of this Summons on the 12th. day of March, A.D. 1906. Witness my hand and the seal of said Court, this 3rd. day of March, A.D. 1906. (Seal). Chas. P. Pinkerwood, Clerk.
By Olive E. Pinkerwood, Deputy.

Sheriff's Return.
The State of Ohio, Richland County, SS:-
Received this writ March, 6th A.D. 1906, at 9 o'clock A.M, and served same by leaving a true and certified copy of this writ with all endorsements thereon at the usual place of residence of the within named W. P. Johnson. I therefore return this writ March, 6th. 1906.
Fees: $1.30
G. A. Baer, Sheriff.
By Hugh J. Urquhart, Deputy.

8500
Summons.

On March 3rd. 1906, the following Summons was issued.
The State of Ohio, Union County, To the Sheriff of Lucas County:
You are hereby commanded to notify Joseph A. Johnson, that he has been sued by William H. Agner in the Court of Common Pleas of Union County, and must answer by the 31st. day of March, A.D. 1906, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.
You will make due return of this summons on the 12th. day of March, A.D. 1906, Witness my hand and the seal of said Court, this 3rd. day of March, A.D. 1906.
(Seal) Chas. P. Pinkerwood, Clerk.
By Olive E. Pinkerwood, Deputy.

Sheriff's Return

The State of Ohio, Lucas County, SS:-

Received this writ March, 5th. A.D. 1906, and on the 7th. day of March 1906, served same by leaving at the usual place of residence of the within named defendant Joseph A. Johnson, a true and certified copy of this writ with endorsements thereon.

Fees: $1.55

S. B. Chambers, Sheriff.
By J. S. Newton, Deputy.

8500 Decree of Sale

On April, 17th. 1906, the following Judgment & Decree of Sale was filed:-

William H. Agner.
Vs.
W. S. Johnson Jos. A. Johnson and J. H. Brown- Defendants.

Court of Common Pleas,
Union County, Ohio.
Judgment and decree of Sale.

This cause now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendants, W. S. Johnson, Jos. A. Johnson and J. H. Brown, 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 W. S. Johnson, Jos. A. Johnson and J. H. Brown, on the promissory Notes set forth in the petition, with interest to the date of this decree the sum of Three Hundred and fifty Dollars and fourteen cents ($350.14)

8500 Answer.

The Court further find that the defendants executed the Chattel Mortgage as stated in the petition, and that the same is valid and subsisting lien on the property in the petition described; and that the plaintiff is entitled to have said chattel property sold to pay the same out of due time as aforesaid.

It is therefore ordered that unless the defendants, within two days from the entry hereof, pay to said plaintiff said sum of $350.14 with interest and costs of suit, the chattel property described in the petition shall be sold by the Sheriff of this County, as upon execution, and that an order issue for that purpose.

8500 Answer.

On April, 21st. 1906, the following Answer was filed.

William H. Agner.
Vs.
W. S. Johnson, et. al.

Court of Common Pleas,
Union County, Ohio.

The Morgan & Wright Company, Manufacturers and a Corporation doing business in the City of Dayton, Ohio, comes and represents that on March, 9th. 1906, the said Morgan & Wright Company obtained a judgment for the sum of $43.07 before Wesley A. Garrard, a Justice of the Peace, in and for the Township of Paris, Union County, Ohio, and the costs which amounted to $3.90. That on March, 9th. 1906, an execution was issued to Samuel Hanley, Constable, for said Township of Paris, and said Constable made a levy on the following goods:-

1 — 18 inch Lathe.
1 - 14 inch Lathe.

1- large Face Plate.
1- small Face Plate.
1- Sharper.
1- Gas Engine.
1- Drill Press.
2- Emery Wheels — and numerous other articles belonging to the said defendants who compose the Marysville Engineering Company, that the Morgan & Wright Company hereby comes and asks to be made a party defendant in this case, and that after the payments of the Mortgage of William H. Agner, that this defendant be paid its claim in case there should be sufficient money arising from the sale of said Mortgaged property to pay the same.

State of Ohio, ss:-

I, F. A. Thompson, do solemnly swear that I am Attorney for the Defendant herein, The Morgan & Wright Company, and that the Defendants is a Corporation, and that I believe the facts in the foregoing Answer stated are true. F. A. Thompson.

Sworn to and subscribed before me, this 21 st. day of April, A. D. 1906.
(Seal). Chas. P. Cushenwood, Clerk.

8500 Answer.

On April, 23rd. 1906, the following Answer was filed.
William H. Agner. Court of Common Pleas,
Vs. Union County, Ohio.
Will P. Johnson, and others.

Church Brothers & Weld, a partnership doing business in the Village of Marysville, Union County, Ohio, comes and represents that on March, 13th. 1906, the said Church Brothers & Weld, obtained a judgment for the sum of $25.01, before Wesley A. Garrard, a Justice of the Peace, in and for the Township of Paris, Union County, Ohio, and the costs which amount to $5.90. That on March 13th. 1906, execution was issued to Samuel Hursley, constable for the said Township of Paris, and said constable made a levy on the following goods to-wit:-

1- One 18 inch. lathe.
2- One 14 " " .
3 - One Large face plate.
4- One Small face plate.
5- One Shafer.
6- One Gas engine
6- One Drill Press
7- Two Emery Wheels, and numerous other articles belonging to the defendants, who are known as The Marysville Engineering Company.

The Church Brothers & Weld Company, hereby comes and asks to be made a party defendant to the within case, and that after payment of the Mortgage of William H. Agner, that this defendant be paid its claim in full in case there should be sufficient money arising from the sale of said mortgaged property to pay the same.

John L. Longkrey, Atty. for Plaintiff, for Church Brothers & Weld.

The State of Ohio, Union County, ss:-

J. D. Weld, one of the partners of the firm of Church Brothers & Weld, duly authorized, makes oath that the facts stated in the foregoing answer, are true as he believes.

J. D. Weld.

Sworn to by the said J. D. Weld, before me and signed by him in my presence, this 23rd. day of March, A.D. 1906.

(Seal) John L. Loughery, Notary Public, Union County, Ohio.

Cur April 24th. 1906, the following Entry was filed. 8500 Entry.

Court of Common Pleas, Union County, Ohio.

Wm H. Agner. vs. W. P. Johnson, et.al.

This day leave was granted to make the Morgan Wright Company party defendant in this case, and leave given to file answer and cross-petition herein. 8500 Legal Notice.

Cur May 7th. 1906, the following Order of Sale was filed.

8500. Order of Sale.

Order to Sell Mortgaged Goods and Chattels.

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

Whereas, on the 17th. day of April, of the April Term, A.D. 1906, of the Court of Common Pleas, of said County, William H. Agner, recovered judgment against W. P. Johnson, Jos. A. Johnson and T. H. Brown, for the sum of $35-0.14 together with the costs of suit; and it appearing to the Court that the claim upon which the above judgment was rendered, is secured by mortgage on the following goods and chattels, situate in Union County, Ohio, to-wit:-

One 20X12 Lathe, Mayer & Carpenter Co's make.
One 14 X 6 Lathe, Sebastian maker,
One 17 inch Shaper, American Tool Co's Works maker.
Also Line Shaft, and other tools necessary for the Shop.

You are therefore hereby commanded to proceed forthwith to advertise and offer for sale said goods and chattels, to satisfy said judgment, and costs, and costs that may accrue; and that you make return of your proceedings herein, together with this writ, within sixty days from this date.

Witness my hand and the seal of said Court this 21st. day of April, A.D. 1906.

(Seal.) Chas. P. Swinnerton, Clerk of the Court of Common Pleas of said County.

85 00. Entry.

Sheriff's Return.

The State of Ohio, Union County, ss:

In obedience to the command of the Order of Sale hereto annexed, on the 24th. day of April, 1906, I caused to be advertised in the Marysville Tribune, a newspaper printed and published and of general circulation in Union County, said goods and chattels to be sold at public sale, at Marysville, Ohio, on the 5th. day of May, A.D. 1906, at the hour of one o'clock P.M. of said day. And having advertised the said goods and chattels for more than ten days previous to the day of sale, to wit: Two consecutive weeks; and in pursuance to said Notice, did, on said 5th. day of May, A.D. 1906, at the time and place hereinbefore mentioned,

proceed to offer said goods and chattels at public sale, and then and there came S. A. Rausch, J. B. Francisco, P. Arnold and Wm. Turner, who bid for the same the sum of Four Hundred, Twenty-two & 45/100 Dollars, and said Rausch, Francisco, Arnold & Turner, being the highest and best bidders thereof, I then and there publicly sold and struck off said goods and chattels to them for said sum of $422.45

Fees: $7.69

D. P. Bolenbaugh, Sheriff.

8500 Legal Notice.

On May, 14th. 1906, the following Legal Notice was filed.

William H. Agner
Vs.
W. S. Johnson, et. al.

Court of Common Pleas,
Union County, Ohio.
On Order of Sale on Foreclosure of Chattel Morgage.

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 Harrington Building on North Plum Street, in Marysville, Ohio, on Saturday, May 5th. 1906, at or about the hour of one o'clock, P. M. on said day, the following described Chattels:

One 20 X 12 Lathe, Mayer & Carpenter Co's. make.
One 14 X 6 Lathe, Sebastian make.
One 17 inch Shaper, American Tool Co. Works makers.
also Line Shaft and other tools necessary for the shop.

Terms of sale, cash.

D. P. Bolenbaugh, Sheriff of Union Co. Ohio

Proof of Publication.

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 2 consecutive weeks on and next after April 25th. 1906, 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 14" day of May, A. D. 1906, (Seal) Chas. P. Swearingood, Clerk.

Printers Fees: $5.62

8500. Entry.

On May, 21st. 1906, the following Entry was filed.

William H. Agner.
Vs.
W. S. Johnson, et. al.

Court of Common Pleas,
Union County, Ohio.
Confirmation of Sale of Chattels.

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 and being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed, and it is further ordered that the said Sheriff deliver to the purchasers S. A. Rausch, J. B. Francisco, P. Arnold and Richard Turner, the goods and chattels so sold; and the said purchasers are hereby subrogated to all the rights of the said lien-

holders, in said premises so far as they may be paid herein, and for the protection of their title.

And the Court commanded to distribute the proceeds of said sale amounting to $422.45, it is ordered that the Sheriff out of the money in his hands, pay

First:- The costs of this action taxed at $33.89

Second:- To H. H. Harrington rent from Apr. 21st. to May 5th. $5.00

Third:- To Wm. H. Agner, Plaintiff the amount heretofore found due him, to-wit, the sum of $351.89

And from the balance pay first, the defendant, "The Morgan & Wright Co," the amount found due it under its answer and cross-petition, to-wit: the sum of $43.07 And its costs before J. P. Court - $5.95

And the remainder if any, to apply on their judgment to the defendant Church Bros. & Weld,

Attest:- Chas. P. Penhorwood, Clerk.
By Olive E. Penhorwood, Deputy.

8366 Petition.

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 said Court, at the September Term, A.D. 1905.
Be it remembered that on the 20th. day of October, 1904, the following Petition was filed with the Clerk of said Court, to-wit:-

8366 Petition.

Byron F. Harley, Plaintiff
Vs.
Samuel D. Cobb. Defendant

Court of Common Pleas,
Union County, Ohio.
Oct. 20th. 1904.

Plaintiff says, that at the time hereinafter stated, he was the owner of and entitled to the immediate possession of the following described Chattel, the property of plaintiff, to-wit:- A sorrel mare, aged 5 years, one half thoroughbred, being sired by Gold Dust, owned by Fletcher Urbaugh, at Mechanicsburg, Ohio.

That on the 12th. day of June, 1894, or about that time, the defendant, Samuel D. Cobb, then and there obtaining the possession of said mare, converted and disposed of the same to his own use, to the plaintiffs damage, as of that date in the sum of One Hundred and Sixty Dollars.

That said defendant, at the time named, departed from this State, and to the best of plaintiffs knowledge and belief has never returned to this State, except for a short time during the year, 1895, as plaintiff is informed, after which, said defendant again departed this State, and has not again, to plaintiffs knowledge, been within this State.

Plaintiff says said mare, so converted by said defendant, was worth One Hundred and Sixty Dollars, for which sum with interest from said June 12th. 1894, plaintiff prays judgment, and for all proper relief.

By E.E. Cheney.
Atty. for Plaintiff.

State of Ohio, Union County, ss:-

Byron F. Harley, the above named plaintiff, being first duly sworn, says that he believes the facts stated in the foregoing petition to be true.

B. F. Harley.

Sworn to before me by the said Byron F. Harley and by him subscribed in my presence this 20th. day of October, 1904.

(Seal) Chas. P. Swinehart, Clerk.

State of Ohio, Union County, ss:-

Precipe.

B. F. Harley.
Vs.
Samuel D. Cobb.

Precipe.
Court of Common Pleas.

For the Clerk:- Issue a summons for the defendant, and order of Attachment in the above entitled cause to the Sheriff of Union County, Ohio, returnable according to law.
Indorse:- "Plaintiff prays judgment for $160.00 with interest from June 12th. 1894."

E. E. Cheney.
Attorney for Plaintiff.

On October, 20th. 1904, the following Affidavit for Publication was filed:

8366. Byron F. Harley,
Vs.
Samuel D. Cobb.

Court of Common Pleas,
Union County, Ohio.
Affidavit for Publication.

Byron F. Harley, the above named plaintiff, makes solemn oath that service of a Summons cannot be made upon the said defendant Samuel D. Cobb, within this the State of Ohio; that said defendant formerly resided in this County, and later at Paris, Illinois; but that his present place of residence cannot by reasonable diligence be ascertained, and is to plaintiff unknown; That in this action an order of attachment has been duly issued and levied upon property of the defendant Samuel D. Cobb, situated in this County, which property is sought by such proceedings in attachment to be appropriated toward the satisfaction of such judgment as the plaintiff may obtain against the said defendant, Samuel D. Cobb, in this action.
And further affiant saith not.

B. F. Harley.

Sworn to and subscribed before me by said Byron F. Harley this 20th. day of October, A.D. 1904.

(Seal) Chas. P. Penhorwood, Clerk.

8366. Summons.

On October, 20th. 1904, the following Affidavit for Attachment was filed.

8366. Byron F. Harley,
Vs.
Samuel D. Cobb.

Court of Common Pleas,
Union County, Ohio.

Byron F. Harley, the plaintiff herein, makes oath that he is commencing herewith a civil action against Samuel D. Cobb; that his said action is for the recovery of money; that said claim is just; that the amount which this affiant believes he as plaintiff ought to recover is One Hundred & Sixty Dollars, with interest at the rate of 6 per cent. per annum from the 12th day of June, 1894: and
That the defendant Samuel D. Cobb criminally incurred the obligation upon which action is brought. And further affiant saith not.
The above named Byron F. Harley, affiant hereto, swears that the facts stated in the foregoing Affidavit are true.

B. F. Harley.

Sworn to before me by said Byron F. Harley and by him signed in my presence this 20th. day of October, 1904.

(Seal) Chas. P. Penhorwood, Clerk

8366 Attachment.

On October, 20th. 1904, the following Undertaking for Attachment was filed.

8366. Undertaking for Order of Attachment.

Whereas, Byron F. Harley, has commenced a civil action against Samuel D. Cobb in the Court of Common Pleas, within and for the County of Union State of Ohio, to recover the sum of $160.00 & Int.
And whereas, The said Byron F. Harley, has applied to the Clerk of said Court, by filing the necessary affidavit for an Order of Attachment to be issued in the said action against the said Samuel D. Cobb. Now, Therefore, We Byron F. Harley, J. F. Partinell, A. E. Slate and D. H. Fry, jointly and severally bind ourselves unto the said Samuel D. Cobb, in the sum of Five Hundred Dollars, that the said Byron

F. Harley shall pay the said Samuel D. Cobb, all damages which the said Samuel D. Cobb may sustain by reason of said attachment, if the order prove to have been wrongfully obtained.
Dated this 20th day of October, A.D. 1904.

B. F. Harley, J. G. Cartwell,
A. E. Plate, D. H. Fry.

The execution of the above undertaking, and the sufficiency of the sureties thereon, approved by me this 20th day of Oct. 1904.

Chas. P. Pendorwood, Clerk.

On October 20th. 1904 the following Summons was issued.

8366. Summons.

The State of Ohio, Union County. To the Sheriff of Union County:
You are hereby commanded to notify Samuel D. Cobb, that he has been sued by Byron F. Harley in the Court of Common Pleas of Union County, and must answer by the 19th day of November, 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 31st. day of October, A.D. 1904.
Witness my hand and the seal of said Court, this 20th day of October A.D. 1904. (Seal). Chas. P. Pendorwood, Clerk.

Sheriffs' Return.

Received this writ Oct. 20th A.D. 1904, at 5 o'clock, P.M., and served same by the defendant Samuel D. Cobb not found in my bailiwick.
Fees: $0.00

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

On October, 24th. 1904 the following Order of Attachment was filed:-

8366 Attachment.

Byron F. Harley
Vs.
Samuel D. Cobb.

Court of Common Pleas,
Union County, Ohio.

To the Sheriff of Union County:
You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant Samuel D. Cobb in your County not exempt by law from being applied to the payment of the claims of the plaintiff, Byron F. Harley or so much thereof as will satisfy his claim for One Hundred and Sixty Dollars at 6% interest from June 12th. 1894, and also for Fifty Dollars, the probable cost of this action.
You will make due return of this order on the 31st. day of Oct. A.D. 1904. Witness my hand and the seal of said Court, this 20th day of October, 1904.

(Seal) Chas. P. Pendorwood, Clerk.

Sheriffs' Return.

Office of Sheriff. Union County, Ohio, Oct. 22nd. 1904.
Received this order on the 20th. day of Oct, 1904, and in obedience to the command thereof, did, on the 21st. day of October, 1904, in the presence of Frank Morton and Harry Blue, two freeholders, residents of said County, attach the property described in the Schedule marked "A", thereto attached and made part of this return; and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said pro-

perty, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A".
I also left a copy of this order with T. M. Munson who resides on the premises.
Sheriff's fees: $3.90, appraisers, $2.00

Schedule "A".

We, Allen Haines, Deputy Sheriff of Union County, and Frank Horton and Harvey Blue, two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of Samuel D. Pobb, and hereinafter described as follows, viz:
Situate in Jackson Township, Union County, Ohio, Virginia M. District and part of Survey No. 9920.
The undivided 1/9 interest in the following described real estate.
1st. Tract:- Beginning at a stone to be placed in the bed of Rush Creek N. E. corner to a lot of land owned by Thomas Dysert; thence South 79° 42' W. and with said Dysert's North line 52 89/100 poles to a stake in said Dysert's North line; thence North 10° W. 80 75/100 poles to a stake in said Williams Wooley's north line; thence North 79° 42' East 52 89/100 poles to a stake in the west line of land owned by Manoah Blue; thence South 10½° East 80 75/100 poles to the place of beginning, containing 26½ acres more or less.
2nd. Tract; In same Township, County, State and District & Survey aforesaid. Commencing at a stone in the center of the Marion and Bellefountaine State road and north-west corner of Manoah Blue's land to-wit:- 30 9/100 acre lot to him conveyed by Michael and Julia A. Wooley on the 2nd. day of Nov. 1869; thence south in said Blue's line 124. 92 poles to a stake, thence east in Blue's line 20 feet; thence north and parallel with said west line about 124 poles to a stone in said Marion and Bellefountaine road; thence ( ) said road to the place of beginning; twenty feet; being about 150 rods more or less.
3rd. Tract:- In same Township, County, State, District and Surrey aforesaid; Being 26 acres and 31 poles. Beginning at the Maple corner in the center of the Essex and Bykalia Gravel road 67 46/100 poles to a stone; thence South 9½ East and with Wm. Cobb's road 54 poles to a stone; thence North 80° W. 59 80/100 poles poles to a stone in the Survey line; thence N. 8½° W. 87 40/100 poles to the place of beginning, containing 26 acres and 31 poles, Except 16 acres to Adam Blue by deed dated Feb. 7th 1877- Rec. in Vol. 44 P. 254. Beginning at the Maple corner in the Rush Creek Gravel road; thence easterly with the center of said road 35 74/100 poles to a stone in the center of said road; thence South 9½° E. (nearly) 70 70/100 poles to a stone in the south line of William Cobb's land; thence North 80°, E. 30 poles in Survey line; thence N. 8½° W. 87 40/100 poles to the place of beginning containing 16 acres more or less.
4th. Tract. In same Township, County, State, District and Surrey aforesaid:- Beginning at a stone N. W. corner of Martha Moore's land and in the W. line of said Survey No. 9920; thence with said line N. 8° W. 71 poles to a stake corner to a lot of land containing 40 acres conveyed by Louis a Wooley to E. G. Bunn on the 3rd. day of August 1874; thence with the south line of said lot N. 80° E. sixty poles to a stake corner to said 40 acres and in the West line of Wm. Cobb's road; thence with said line

8366. Legal Notice.

8366 Answer

S. 9¼° E. Seventy-one poles to a stone in the North line of Wm. Cobbs land; thence with said line and the north line of Martha Moores land S. 80° W. sixty-one poles to the place of beginning containing 26¾ acres of land. It being the same tract of land conveyed by Manorah Blue & wife to B. L. Talmage, Recorded in Book 47 P. 66. The undivided ½ interest of Samuel D. Cobb in the above described tracts of land we do appraise at Two Hundred and Seventy-Six $226.00 Dollars.

Given under our hands this 21st. day of October, 1904.

By Allen Haines, Deputy Sheriff.

Frank Horton
Harvey Blue } Appraisers.

On December, 13th. 1904, the following Legal Notice was filed.

8366. Legal Notice.

Byron F. Harley
Vs.
Samuel D. Cobb.

Court of Common Pleas,
Union County, Ohio.

Samuel D. Cobb, the above named defendant, formerly of Jackson Township, Union County, Ohio, and later of Paris, Illinois; but whose place of residence is now unknown, will take notice that on the 20th. day of October, A.D. 1904, Byron F. Harley, the plaintiff, duly commenced a civil action, in said Court, against him, the said Samuel D. Cobb, to recover against him the sum of One Hundred and Sixty Dollars, with interest at the rate of 6 per cent. per annum from the 12th. day of June, A.D. 1894, said sum of $160 being the value of a certain sorrel mare belonging to plaintiff, which was then and there by said defendant wrongfully converted to his own use, to the plaintiff's damage in said amount, and for said sum with interest said plaintiff prays judgment against the said Samuel D. Cobb. An order of attachment in said action has been duly issued against the property of said Samuel D. Cobb.

Said Samuel D. Cobb, is required to answer the petition in said action on the 17th. day of December, A.D. 1904, or judgment will be taken against him by default for said amount, with interest and costs.

Byron F. Harley, Plaintiff.

Proof of Publication.

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 after Oct, 26th, 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 13th day of December, A.D. 1904.

Printers fees: $15.00 (Seal). Chas. P. Parkinson, Clerk.

On January, 16th. 1905, the following Answer was filed.

8366 Answer

Byron F. Harley.
Vs.
Samuel D. Cobb.

Court of Common Pleas,
Union County, Ohio.
Jan. 16th. 1905.

Now come William I. Cobb, Thomas Cobb, Emanuel E. Cobb, John Newton Cobb, Sarah M. Moore, Alcinda Vestal, Serilda Zimmer, and Lucy Cook, and by leave of the Court first had enter their appearance as defendants herein and make answer to the petition of the plaintiff herein and say that the said Samuel D. Cobb was a son of William Cobb late of Union County, Ohio, deceased, that the said William I. Cobb, Thomas Cobb, Emanuel E. Cobb, John Newton Cobb, Sarah M. Moore, Alcinda Vestal, Serilda Zimmer and Lucy Cook, are children and heirs, and the only heirs at law of the said William Cobb, deceased, and as such would be entitled each to the undivided one-eighth (1/8) of the land attached in the proceedings in the above entitled case as therein described and are all, and the only brothers and sisters of the said Samuel D. Cobb, are are interested in the disposition of the portion that said Samuel D. Cobb would be entitled to in said premises.

(1). Defendants further saying in answer to the petition of the said plaintiff that they deny each and every allegation in the plaintiffs petition set forth.

(2) Defendants further say that the cause of action set forth in the said petition did not accrue within six years next before the commencement of this action.

(3). Defendants further say that the said Samuel D. Cobb, has been absent from the said County of Union and the State of Ohio and unheard from for more than seven years last past; it being more than seven years before the filing of the petition in this case.

That the said Samuel D. Cobb died before the death of his father, William Cobb, who died on the 30th. day of May, A.D. 1904, and that no part of the estate of the said William Cobb descended to the said Samuel D. Cobb.

That the said Samuel D. Cobb was never married so far as is known and that there are no heirs of the said Samuel D. Cobb to whom his interest in said estate could or would descend except his said brothers and sisters and that the said Samuel D. Cobb has not nor ever had any interest in the said estate of the said William Cobb, dec'd.

Defendants therefore ask, that said attachment be discharged and the said petition be dismissed and that defendants herein recover their costs in this behalf expended.

Porter & Porter and Piper.
Attorneys for Defendants.

State of Ohio, Union County, SS:-

William I. Cobb one of the above named defendants, being first duly sworn, says, that he believes the facts stated and allegations in the foregoing answer to be true.

William I. Cobb.

Sworn to before me by the said William I. Cobb, and by him subscribed in my presence this 16th. day of January, 1905.

(Seal). L. Piper, Notary Public.
Union County, Ohio.

8366 Demurrer

8366 Reply.

8366 Entry.

8366. Entry

8366
Demurrer

On January, 27th. 1905, the following Demurrer was filed.
Byron F. Harley.
Vs.
Samuel D. Cobb,

Court of Common Pleas,
Union County, Ohio.

Plaintiff demurs to the second defense of the Answer of William A. Cobb, et. al. on the ground that it is insufficient in law on its face.

By E. E. Cheney, Atty. for Plaintiff.

8366
Reply.

On January, 28th. 1905, the following Reply was filed.
Byron F. Harley.
Vs.
Samuel D. Cobb, et. al.

Court of Common Pleas,
Union County Ohio.

1- Replying to the Answer of defendants William A. Cobb, et. al. plaintiff admits that the answering defendants are children and heirs of William Cobb, deceased, but he denies that said defendants are the only heirs of said William Cobb, deceased.

2- Replying to the third defense of the Answer of William A. Cobb, et. al. plaintiff admits that the defendant Samuel D. Cobb has been absent from the County of Union and State of Ohio, for more than seven years last past; but plaintiff avers that said Samuel D. Cobb was, during said seven or more years absence from the County of Union and State of Ohio, and still is, a fugitive from Justice for embezzlement of the annual mentioned in the petition. Further replying to said 3rd. defense, plaintiff denies each and every allegation thereof not herein expressly admitted to be true.

By E. E. Cheney, Atty. for Plaintiff.

State of Ohio, Champaign County, ss;

Byron F. Harley, the plaintiff being sworn says the allegations of fact contained in the foregoing reply are true, as he believes.

B. F. Harley.

Subscribed and sworn to before me by the said Byron F. Harley this 27th. day of January, A.D. 1905.

(Seal) D. A. Standish, Notary Public.

8366
Entry.

On April 14th. 1905, the following Entry was filed.
Byron F. Harley.
Vs.
Samuel D. Cobb.

Court of Common Pleas,
Union County, Ohio.

This day by agreement of counsel for both parties, it is ordered by the Court that this cause be continued until next term.

8366.
Entry

On September, 18th. 1905, the following Entry was filed.
Byron F. Harley.
Vs.
Samuel D. Cobb.

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the Motion of plaintiff to strike from the files the answer of William A. Cobb, et. al. and was argued by Counsel, and the Court being fully advised in the premises sustains said motion, and orders that

said Answer be stricken out and dismissed, to which order, decree and judgment the defendants by their Counsel except.

On September, 18th. 1905, the following Motion was filed.

8366 Motion. Byron F. Harley, vs. Samuel D. Pobb, et.al. Court of Common Pleas, Union County, Ohio.

Now comes plaintiff and leaving had leave to withdraw his demurrer and reply, moves the Court to dismiss the Answer of William A. Pobb, et.al.

On September, 25th. 1905, the following Entry was filed.

8366 Entry. Byron F. Harley vs. Samuel D. Pobb. Court of Common Pleas, Union County, Ohio.

This day came the parties herein by their Attorneys, also came the following named persons as jurors, to-wit:- John Drake, Geo. W. Hall, William Burnsides, Simeon Kilgore, Benjamin A. Snowden, P. W. Morrow, Reuben Poling, Stewart Elsom, Grant J. Gault, Andrew Hill, Stephen Long, and Fred Trapp, who were duly impaneled and sworn according to law; and thereupon the Case came on for hearing on the pleadings and evidence. And after hearing the evidence, argument, and charge of the Court, the jury retired to their room in charge of the Sheriff, for deliberation. And now comes said jury into open Court with their verdict in writing signed by their Foreman, and say:- "We, the Jury, being duly impaneled and sworn, find 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 Two Hundred Sixty-Eight and 34/100 Dollars.

S. D. Kilgore, Foreman."

On September, 25th. 1905, the following Entry was filed.

8366 Entry. B. F. Harley vs. Samuel D. Cobb. Court of Common Pleas, Union County, Ohio.

This day this cause came on for trial and was submitted to the jury upon evidence adduced in open Court and was argued by Counsel, and verdict was duly rendered by the jury for the sum of ~~$~~268.34 in favor of Plaintiff and against the defendant. It thereupon it is considered and ordered by the Court that plaintiff recover of defendant the sum of ~~$~~268.34 and his costs expended, and that execution issue therefor forthwith.

It is also ordered that the property herein attached be advertised and sold by the Sheriff, as on execution.

On October, 28th. 1905, the following Order of Sale was filed.

8366 Order of Sale. Order to Sell Property Attached After Final Judgment.

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

Whereas, Byron F. Harley, plaintiff, on the 20" day of October, A. D. 1904, sued out a writ of attachment from the Clerk of the Court of Com-

mon Pleas of said Union County, directed and delivered to the Sheriff of said County, requiring him to attach the lands, tenements, goods, chattels, stocks, or interest in stocks, rights, credits, moneys and effects of Samuel D. Pobb, defendant, in his County, not exempt by law from being applied to the payment of the plaintiffs claim, or so much thereof as would satisfy the plaintiffs claim.

And said Sheriff returned said writ executed by attaching the following:- Situate in Jackson Township, Union County, Ohio, Virginia Mil. District and part of Survey No. 9920. (For discription of land see page 394- line 13 of this record.) And afterwards such proceedings were had in said Court of Common Pleas of Union County, that at the Sept. Term thereof, A.D. 1905 the said plaintiff recovered a judgment against the said defendant for the sum of Two Hundred and Sixty-Eight and 34/100 Dollars damages, and for costs taxed at Dollars.

You are therefore hereby commanded, after applying the moneys arising from the sale of perishable property attached in said cause, (if any have been so made,) to sell so much of the said property remaining in your hands, and so much of the said personal property, and lands and tenements, if any, whether held by legal or equitable title, as may be necessary to satisfy said judgment, under the same restrictions and regulations as if the same had been levied on by execution.

And do you make return of this order, together with your proceedings hereon, within sixty days from the date hereof.

Witness Chas. P. Cenkenwood, Clerk of said Court, at Marysville, this 25th. day of September, A.D. 1905.

(Seal) Chas. P. Cenkenwood, Clerk.

Sheriffs Return.

The State of Ohio, Union County, SS:-

I received this Order of Sale on the 25th. day of September, 1905 and in obedience to the command of the same, I did on the 28th. day of September, 1905, cause to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in Union County, Ohio) 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 Oct. 1905, 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 aforesaid; five consecutive weeks, and in pursuance to said Notice I did on said 28th. day of Oct, 1905 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came J.S. Monson who bid for the same the sum of $322.50 and said sum being more than two-thirds of the appraised value thereof, and said J.S. Monson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of $322.50.

Fees: $7.78

D.S. Bolenbaugh, Sheriff
Union County, Ohio.

8366 Legal Notice.

On October, 28th. 1905, the following Legal Notice was filed.

Sheriffs Sale.

Byron F. Harley. vs. Samuel D. Pobb.

Court of Common Pleas, Union County, Ohio.

On Order of Sale in Attachment.

By virtue of the 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, 28th. 1905, 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 Jackson, County of Union and State of Ohio, and bounded and described as follows: Virginia M. district and part of Survey, No. 9920. (For complete discription of land see Page, 394, beginning at line 13 of this record) Appraised at Two Hundred and Twenty-Six ($226.99) Dollars. Terms of Sale: Cash.

D. S. Bolenbaugh, Sheriff of Union, Co. Ohio.

E. E. Cheney Atty.

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 28th. day of Sept. 1905, and continued therein five consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Worden.

Sworn to and subscribed before me, this 28th day of October, 1905.

(Seal) Chas. P. Penhorwood, Clerk.

Printers fees, $32.25

Probate fee, $ 0.25 Total $32.50.

8471. Petition.

Ple... for ... Coun... Judg... Be... was ... Cha... Jam... Q. ... Eem... Leon... Wil... Lura... is ... die... crib... Com... and ... Com... the ... with ... Com... stan... roo... Mc... 15' ... Han... in ... lin... of ... 61/100 ... and ... roa... pol... bru... shi... Feb... Th... sai... J...

On November, 8th. 1905, the following Entry was filed.

8366 Entry.

B. F. Harley. vs. Samuel D. Pobb.

Court of Common Pleas, Union County, Ohio.

Confirmation of Sale & Order of Distribution.

This day this cause came on further to be heard upon the report of sale of the property attached under the former order of this Court by the Sheriff of said County, and the Court having carefully examined the proceedings and return of the Sheriff, and being fully advised in the premises, finds that said sale has been in all respects regularly and legally made. It is therefore ordered by the Court that said sale be confirmed, and that the Sheriff execute and deliver to the purchaser, at said sale, J. S. Munson, a good and sufficient deed for the premises so sold; And the Court coming now to distribute the proceeds of said sale, viz: $322.50, doth order said Sheriff to pay first the costs of this action taxed at $95.78; second, it appearing to the Court that there is not sufficient funds remaining from said sale to satisfy the judgment therein of $268.34 it is ordered by the Court that the Sheriff pay the balance of the proceeds of sale, to-wit: $226.72 to B. F. Harley upon his said Judgment.

Attest: Chas. P. Penhorwood, Clerk.

By Olive E. 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 said Court at the January Term, A.D. 1906.

Be it remembered that on November, 14th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8471. Petition.

Chas. A. McNiel. Plaintiff.
vs.
Jane Davis, Mary R. Fulton, O. S. McNiel, Jessie Cahill. Emma Harris, Fred P. Miller, Leonard E. Miller, John P. Miller, Wilbert J. Miller, Roxanna E. Nelson, Susanna Miller 2nd & S. A. McNiel, Defts.

Court of Common Pleas, Union County, Ohio. Nov. 14th. 1905. Petition. Case No. 8471.

The plaintiff has a legal right to, and is seized in fee-simple, as an heir-at-law of Eveline Miller, deceased who died intestate, of the one-undivided one-ninth (1/9) part of the following described realestate, Situate in the County of Union, State of Ohio, in the Townships of York and Claibourne and in Survey No. 12542 and bounded and described as follows; Beginning at a stone in the center of the Somerville and Arbela Gravel road and at the South-East corner of the James E. Davis land, thence with the center of the center of the said road S. 10° 15' W. 49 poles to a stone and brick and South 23° W. 82 23/100 poles to the south edge of the bridge over Fulton Creek; thence with the south margin of the said Creek N. 61° W. 10 18/100 poles to a stone in the east line of Benj. Thomas' land; thence with the said east line N. 10° E. 116 80/100 poles to a stone (witness a Lynn) in the south line of said Davis land; thence with said south line N. 82° 15' E. 29 60/100 poles to the place of beginning, containing 17 acres more or less, all in York Township.

Tract No. 2. Bounded and described as follows; Beginning at a stone and brick in the center of the Arbela and Summerville public road and at the south west corner of a tract conveyed to Chas. A. McNiel and Anna Fulton; thence with south line of said land N. 82° 15' E. 209 40/100 poles to a stone and brick in the west line of Johanna Hayes, deceased, land; thence with said line S. 4° W. 72 20/100 poles to a stone in the north line of David Cahills, deceased land, thence with said line S. 84° W. 24 50/100 poles to a stone; thence with the consecutive lines of Jane Davis lands as formed by this division; thence N. 6° 45' E. 5 61/100 poles to a stone and brick, and S. 82° 15' W. 204 poles to a stone and brick in the center of said road; thence with the center of said road N. 23° E. 53 poles to a stone and brick and N. 10° 15' E. 20 80/100 poles to the beginning, containing 89 15/100 acres more or less, 10 acres being in Claibourne Township and 79 15/100 acres being in York Township. Said premises being the same conveyed to Eveline Miller Feb. 21st. 1896 and recorded on page 297 Vol. 75, Record of Deeds of Union County.

The said defendants are tenants in common with plaintiff in said premises.

The undivided one-third (1/3) part of said premises belong to Jane

Davis, who is a sister of the deceased, and who intermarried with one Dan'l Davis.

The undivided one-ninth (1/9) of said premises belongs to Mary R. Fulton who is the daughter of Martha McNeil, deceased, a sister of Eveline Miller, deceased.

The undivided one-ninth (1/9) part of said premises belongs to O.S. McNeil, a son of Martha McNeil, deceased, who was a sister of Eveline Miller deceased. Two undivided one-twenty-fourth, (1/24) part belongs, each, to Jessie Cahill, Emma Harris, Fred Miller, Leonard Miller, John Miller, Wilber Miller, Roxanna E. Nelson and Susanna Miller, who are children of J.J. Miller, deceased, who was a brother of Eveline Miller, deceased.

D.A. McNeil, owns two-thirds of an estate for life by courtesy in the undivided one-fourth (1/4) part of said premises as the widower of Martha McNeil, deceased.

The plaintiff further avers that all the debts and claims against the estate of the said Eveline Miller, deceased, have been paid in full.

The plaintiff prays that by an order of the Court his interest may be set off to him in severalty if the same can be done without manifest injury; if not, then that the premises be sold according to law, and that partition be made, and for such proceedings in the premises as are authorized by law.

S.W. Van Winkle, Atty. for Plaintiff.

8471 Answer,

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8471 Waiver.

Chas. A. McNeil, makes oath and says, that the facts set forth in the foregoing petition are true as he verily believes.

Charles A. McNeil.

Sworn to and subscribed before me by the said Charles A. McNeil, this 14th. day of November, 1905.

(Seal). Clive E. Cushenwood, Deputy Clerk.

8471 Affidavit.

Chas. A. McNeil. Vs. Jane Davis et.al.

Court of Common Pleas, Union County, Ohio.

Affidavit for service by publication.

S.W. Van Winkle, being duly sworn says he is the Attorney for the Plaintiff, with full authority to act herein, and that Jessie Cahill, Leonard Miller, Fred P. Miller, John P. Miller, Wilber Miller and Eva Nelson, defendants in this action are non-residents of the State of Ohio, and service of Summons can not be made upon them in the State of Ohio, that the residence of Susanna Miller is unknown and cannot by reasonable diligence be ascertained, and service of summons cannot be made upon him, and that the case is one of those mentioned in Section 5045 of the Revised Statutes of Ohio.

S. W. Van Winkle.

Subscribed and sworn to before me, this 20th. day of November, 1905.

(Seal) Clive E. Cushenwood, Deputy Clerk

8471 Legal Notice.

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On January, 10th. 1906, the following Answer and Cross-Petition of D.A. McNeil was filed.

8471
Answer.

Chas. A. McNeil.
Vs.
Jane Davis, et. al.

Court of Common Pleas,
Union County, Ohio.
Jan. 10th. 1906.

Now comes S. A. McNeil, a defendant, and admits the allegations in the petition herein filed, to be true, and by way of answer and Cross-petition, says,-

That he is the widower of Martha McNeil, deceased, who died in the year 1881, and as such widower owns a two-thirds part of an estate for life in the undivided one-fourth part of said premises, the other one-third part of the life estate having been heretofore sold and conveyed by deed. The answering defendant asks that the premises may be sold as prayed for in the petition, and that his interest in money may be set off to him from the proceeds of the sale thereof, and for such other relief as is authorized by law.

S. W. Van Winkle, Attorney for
Answering Defendant.

The answering defendant makes oath and says, that the facts set forth in the above pleading are true as he verily believes.

S. A. McNeil.

Sworn to and subscribed before me this 10th. day of January, 1906.
(Seal). Chas. P. Fenlonwood, Clerk.

On Jan. 10th. 1906, the following waiver of Summons was filed.

8471
Waiver.

Chas. A. McNeil.
Vs.
Jane Davis, et. al.

Court of Common Pleas,
Union County, Ohio.

S. A. McNeil who is a defendant herein waives issue and service of summons and enters his voluntary appearance.

S. A. McNeil.

On Jan. 10th. 1906, the following Legal Notice was filed.

8471
Legal
Notice.

Legal Notice.

Arsamus Miller, whose residence is unknown, Jessie Cahill, who resides at Missoula, Montana, Fred P. Miller, who resides at Judsonia, State of Arkansas, Leonard E. Miller, who resides at Mount Scott, State of Oklahoma, John P. Miller, who resides at Mackey, State of Idaho, Wilbert J. Miller, who resides at Griffithville, State of Arkansas, Roxana E. Nelson who resides at Belcher, State of Arkansas, Children of J. J. Miller, deceased, and heirs at law of Eveline Miller, late of Union County, State of Ohio, will take notice, that Chas. A. McNeil, on the 14th. day of November, A. D. 1905, filed his petition in the Court of Common Pleas, Union County, Ohio, alleging that they the said non-residents of Ohio each were seized in fee simple of the undivided one-twenty-fourth part of the following described real estate situated in the Townships of York and Claiborne, Union County, Ohio, and being 106 acres more or less, a part of Survey No. 12542. The said premises being the two adjoining tracts of land conveyed to the said Eveline Miller, February 21st. 1896, and deed recorded on page 297 Vol. 75 record of deeds of Union County, Ohio. The petitioner further alleges that he and O. D. McNeil and Mary R. Fulton are each seized in fee-simple of the undivided one-ninth (1/9) part of said premises; that Jane Davis is seized in fee-simple of the undivided one-third (1/3) part of the said premises, that Emma Harris is seized in fee

simple of the undivided one twenty-fourth (1/24) part of said premises; that D.A. McNeil as the surviving husband of Martha McNeil, deceased, is the owner of a two-thirds part of an estate for life in the undivided one-fourth (1/4) part of said premises.

The prayer of the petition is for the sale of the said premises and partition and for such other proceedings as are authorized by law.

The said Susanna Miller, Jessie Cahill, Fred P. Miller, Leonard E. Miller, John P. Miller, Wilbur J. Miller and Roxanna E. Nelson are hereby notified that they have been made parties defendant to said petition, and that they are required to answer the same on or before the 13th. day of January, 1906.

Chas. A. McNeil.

D. W. VanWinkle, Attorney for Petitioner.

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 23rd. day of November, 1905 and continued thereon 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 10th. day of January, 1906.

(Seal) Chas. P. Leichnwood, Clerk.

Printers fees $18.90 Probate fees $0.25; Total $19.15

On January 24th. 1906, the following Waivers of Summons was filed.

8471 Waivers. Charles A. McNeil Vs. Jane Davis, et. al. Court of Common Pleas, Union County, Ohio.

Jane Davis, Mary R. Fulton, Emma Harris and O. S. McNeil, hereby waive the issuing and service of a summons herein, and voluntarily enter their appearance in the above entitled action.

8471 Writ of Partition.

Jane Davis, Mary R. Fulton.
Emma Harris, O. S. McNeil.

On January, 24th. 1906, the following Journal Entry was filed.

8471 Entry. Chas. A. McNeil. Vs. Jane Davis, et. al. Court of Common Pleas, Union County, Ohio. In Partition.

Now comes said Chas. A. McNeil, the Plaintiff herein, by D. W. VanWinkle, his Attorney, and thereupon this cause came on to be heard upon the petition and evidence; on consideration where of the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition; that the said D. A. McNeil, is entitled to a life estate in 2/3 of the undivided one-fourth of the premises described in the petition, and that, subject thereto, the said Chas. A. McNeil is seized of, and has a legal right to, the undivided one-ninth part of the estate described in the petition, and is entitled to have partition made of said premises; that the defendants are tenants in Common with the said Chas. A. McNeil in said premises, in the following proportions, to-wit; that subject to the life estate of the said Samuel Chas. A. McNeil the said O. S. McNeil

is seiz'd of, and has a legal right to the undivide'd one-ninth part thereof, the said Mary R. Fulton to the undivide'd one-ninth part thereof, the said Jane Davis to the undivide'd one-third part thereof, the said Emma Harris to the undivide'd one-twenty-fourth part thereof, the said Jessie Cahill to the undivide'd one-twenty-fourth part thereof, the said Fred Miller to the undivide'd one-twenty-fourth part thereof, the said Leonard Miller, to the undivide'd one-twenty-fourth part thereof, and the said John Miller, Wilbur Miller, Roxanna E. Nelson and Susanna Miller, each to the undivide'd one-twenty-fourth part.

And no reason appearing why partition should not be made:

It is therefore order'd that the said D. A. McNeil be entitle'd to a life estate in 2/3 of the undivide'd one-fourth part of said premises, and that, subject thereto, partition of said estate be made; and that an order issue to the Sheriff of said County of Union, commanding him that by the oaths of Chas. Blaine, J. S. McGinnis and F. D. Forry, three judicious and disinterest'd free holders of the vicinity, who are hereby appointed Commissioners for that purpose, he cause to be set off and divide'd to the said Chas. A. McNeil and to each of said defendants the part and portion of said estate to which they are hereinbefore severally found entitle'd.

And it is order'd that if, in the opinion of the said Commissioners said premises can not be divide'd by metes and bounds without manifest injury to the value thereof, they appraise the same free from the interest of the said D. A. McNeil, he having by his answer elected to take the value of his estate in money, and of his proceedings herein, the said Sheriff is order'd to make due return forthwith.

On January 27th. 1906, the following Writ of Partition was file'd.

84 71
Writ of Partition.

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

To the Sheriff of said County:

Pursuant to an order of our said Court of Common Pleas, within and for said County, at the January Term, A.D. 1906, in a certain cause No. 84 71, now pending in said Court, wherein Charles A. McNeil is plaintiff, and Jane Davis, et. al are defendants, you are commanded, that without delay by the oaths of Charles Blaine, J. S. McGinnis and F. D. Forry, 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 premises, situate in the County of Union, and State of Ohio, to-wit:- In the Townships of York and Claibourne and in Surrey No. 12 5/12, and bounded and described as follows:-(For discription of lands See Page 401 beginning at line 21 of said page) To D. A. McNeil, the life estate in two thirds of the undivide'd one-fourth thereof; and subject to the life estate of D. A. McNeil, therein, among the persons named herein, and in the following proportions, to-wit;

To Chas. A. McNeil, Mary R. Fulton, and O. D. McNeil, each one-ninth part.

To Jane Davis, one-third part.

To Jessie Cahill, Fred Miller and Leonard Miller, each one twenty-fourth part.

To John Miller and Wilbur Miller, and Emma Harris, each one twenty-fourth part.

8471
Entry.

To Roxanna E. Nelson and Susanna Miller each, one twenty-fourth part.
But if the said Commissioners are of opinion that said premises can-not 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, free from the life estate of S. A. McNeil therein, he having by his answer elected to take the value of his interest in money out of the proceeds of the sale, 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 25th. day of January, 1906.
(Seal). Chas. P. Newhouse, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ I have executed the same by the oaths of J. S. McGinnis, F. L. Forry and Chas. E. Blaine; 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 26th. day of January, 1906.
Fees: $3.60. D. P. Bolenbaugh, Sheriff.

Commissioners' Report.

Charles A. McNeil
Vs.
Jane Davis, et. al.

Court of Common Pleas,
Union County, Ohio.

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 of the premises, we are of opinion that the said estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at Five Thousand and fifty ($5050.00) Dollars.
Given under our hands this 26th day of January, 1906.

J. S. McGinnis
F. L. Forry,
Chas. E. Blaine. } Commissioners.

Com. Fees: $3.00

Jan. 30th. 1906, the following Motion was filed.

8471
Motion.

Chas. A. McNeil
Vs.
Jane Davis, et. al.

Court of Common Pleas
Union County, Ohio.
Motion.

Now comes the plaintiff and asks the Court to confirm the report of the Sheriff of his acts on the Writ of Partition herein, and of the acts of the Commissioners.

D. W. Van Winkle, Atty. for Plaintiff.

Jan. 30th. 1906, the following Motion was filed.

8471
Motion.

Chas. A. McNeil
Vs.
Jane Davis, et. al.

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

Now comes the plaintiff, Chas. A. McNeil, he being a party herein, and a tenant in Common with the defendants, and elects

to take the real estate at the appraised value which is Five Thousand and Fifty ($5050.00)

S. W. Van Winkle, Atty. for Chas. A. McNeil.

On January, 30th. 1906, the following Entry was filed.

8471 Entry.

Chas. A. McNeil
Vs.
Jane Davis, et.al.

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

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 manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate, free from the life estate of the said S. A. McNeil therein at $5050.00 The Court finds 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 Chas. A. McNeil has elected to take the said premises at their appraised value, it is ordered by the Court, on good cause shown, that the proportion thereof due the other parties be paid in cash, and that upon the said Chas. A. McNeil paying the same, together with his proportion of the costs of the same, including Counsel fee to S. W. Van Winkle for his services rendered herein, and his proportion of the taxes and the penalty on the said estate, he and it is thereby adjudged to him, and the Sheriff is ordered to make and execute to him a deed of conveyance therefor.

And the Court coming now to distribute the proceeds of said estate it is ordered that the Sheriff, upon receiving the same, as above, pay;

First, to the Treasurer of the County of Union the amount of $16.78 being the taxes and the penalty due upon the said premises.

Second — To pay to the Clerk of the Court the costs of this action, including Counsel fee, the sum of $110.93

Third — To Emma Harris, Jessie Schill, Fred Miller, Leonard Miller, John Miller, Wilber Miller, Susanna Miller and Roxanna E. Nelson, each, $188.03 — That the said Chas. A. McNeil, shall pay to the said S. A. McNeil the amount of $409.43 to Jane Davis the amount of $1504.28, to the said O. D. McNeil and Mary Roxanna Fulton, each, the amount of $501.44

Attest: Chas. P. Cushenwood, Clerk.
By Olive E. Cushenwood, 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 April Term, A.D. 1906.

Be it remembered that on July 27th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8437 Petition.

Kate Kemper. Plaintiff,
vs.
Anise Loretta Armentrout, Albert J. Armentrout, Rachel P. Moon, John S. Moon, Clara D. Turner, Louis Turner, Leonard Hombeck, Florence M. Hombeck an infant under the age of fourteen years, Jessie Pearre, John Pearre, John H. Kemper, Della Copeland, Lincoln G. Copeland, Thomas Hicks and Charles Randall, and Clarice M. Randall, Edwin K. Randall and Data L. Randall infants under the age of fourteen years. Defendants.

Court of Common Pleas, Union County, Ohio.
July, 27th. 1905.
Petition
Case. No. 8437.

Plaintiff for her cause of action herein, says:-

On or about the 7th day of December, 1868, one Joseph E. Rogers, died intestate seized of an estate in fee Simple, of the following real estate, to-wit:-

Situate in Washington Township, Union County, Ohio, and bounded and discribed as follows:

Beginning at the South-East corner of William H. Allyn lot of land in the same survey of which this is a part; thence South 10½ degrees E. 75½ poles to a stone corner to Augustus E. Haines lot of land in said Survey of which this is a part; thence with Haines line S. 79½° West 212 poles to a stone in the divisional line between Swan and Taylor; thence N. 10½° W. 75½ poles to a stone corner to Jeremiah Lingrel; thence N. 79½° E. 212 poles to the beginning, containing One Hundred (100) acres be the same more or less. The above discribed tract of land being part of Survey Number 9894 in the name of Swan and Taylor, for 1000 acres, and deeded to one Bateal Harrison by Robert B. Bagby, Agent under the Will of John Swan, deceased: — Also the following tract of land situated in said Township County and State, and in the Virginia Military District and number of Survey number 9894, and bounded and described as follows:

Beginning at the South east corner of land owned by Jeremiah Lingrel, three lynns and a stone; thence N. 10½ degrees, W. 31 poles and 8 links to a stone; thence N. 79½ degrees E. 23 poles to a stone and black ash stump; thence S. 10½° E. 31 poles and 8 links to a stone; thence South 79½° W. 23 poles, to the place of beginning, containing (4½) four and one-half acres. The first discribed tract of One Hundred acres was deeded to Joseph E. Rogers by Bateal Harrison, 26th. of March, 1857; and the second of 4½ acres was deeded to Joseph E. Rogers by William H. Allyn and Sarah Allyn, 18th. day of November, 1861.

Being all the real estate in said Township, County and State, of which said Joseph E. Rogers, died seized.

The estate of the said Joseph E. Rogers was duly administered according

to law; and all the indebtedness thereof, together with costs of administration, was duly paid, and said estate finally closed in the Probate Court of said County on the 24th. day of January, 1873. And no part of said real estate was ever sold on account of the administration of said estate.

Said Joseph E. Rogers left Clarietta M. Rogers his widow, who died in Crawford County, Ohio, on or about the day of in the year , and the following named persons his children, sole heirs at law and next of kin, to-wit:- Amos E. Rogers, Rachel P. Rogers, Asa D. Rogers (also known under the name of Adolphus Rogers), Rebecca Rogers, Anise Loretta Rogers, Mary Jane Rogers and John W. Rogers.

Said Amos E. Rogers died on or about the day of in the year , in Union County, Ohio, intestate, and leaving neither widow nor issue; and his death occured subsequent to March 2nd. 1874, but prior to July 23rd. 1885.

Said Anise Loretta Rogers is the defendant Anise Loretta Armentrout, who is the wife of defendant Albert J. Armentrout.

Said Rachel P. Rogers is the defendant Rachel P. Moon, who is the wife of defendant John D. Moon.

Said Rebecca Rogers became the wife of the defendant Thomas Hicks, and died in Union County, Ohio, on or about the 23rd. day of January, 1890, leaving the defendant Thomas Hicks, widower, and May Hornbeck who was the wife of defendant Leonard Hornbeck and the defendant Clara D. Turner who is the wife of defendant Louis Turner, her children, sole heirs at law and next of kin.

On or about the 6th. day of February, 1905, the said May Hornbeck, (also known as May P. P. Hornbeck) died in said Union County, Ohio, leaving a last Will and Testament by the terms of which she devised to the defendant Florence M. Hornbeck her interest in the estate of the said Asa D. Rogers, which said Will was by the Probate Court of said County duly admitted to Probate on or about the 18th. day of March, 1905, and the same is of record at page 284 of Volume I of the records of said Union County, Ohio. And defendant Lewis Hornbeck is the widower of said May Hornbeck.

Said Mary Jane Rogers became the wife of one John H. Kemper, and on or about the 25th. day of July in the year 1896, she died in Hardin County, Ohio, intestate leaving Dala Randall, defendant Jessie Pearce, wife of defendant John Pearce, and defendant Della Copeland, wife of defendant Lincoln D. Copeland and this plaintiff, her children, sole heirs at law and next of kin. And defendant John H. Kemper is the widower of said Mary Jane Kemper, deceased.

On or about the day of in the year 1898, the said Dala Randall died intestate, in County, Ohio, leaving the defendant Charles Randall her widower, and the defendants Clarice M. Randall, Edwin K. Randall and Dala L. Randall, her children, sole heirs at law and next of kin.

On or about the 2nd. day of March in the year 1874, said Mary Jane Kemper and said John H. Kemper duly conveyed to defendant Rachel P. Moon all the interest then owned by them, in said real estate, the deed therefor being recorded at page 360 of volume 40 of the

Deed Records of Union County, Ohio.

On or about the 23rd. day of July, 1885, defendants Rachel P. Moore and John D. Moore duly conveyed to said John W. Rogers (under the name of John Rogers) and said Asa D. Rogers (under the name of Adolphus Rogers) all their interest in said premises, the deed therefor being recorded at page 338 of volume 64 of said Deed Records.

On or about December 21st. 1889, said John W. Rogers conveyed according to law, to said Asa D. Rogers, all his interest in said real estate, the deed therefor being recorded at page 305 of volume 62 of said Deed Records. On or about the 3rd. day of April, 1900, said Mary P. P. Hornbeck (then in full life) and defendant Leonard Hornbeck duly conveyed to said Asa D. Rogers all their interest in said premises, the deed therefor being recorded at page 71 of volume 82 of said Deed Records.

On or about the 5th. day of May, 1900, defendants Anise L. Armentrout and Albert J. Armentrout conveyed to said Asa D. Rogers all their interest in said real estate, the deed therefor being recorded at page 72 of volume 82 of said Deed Records.

Said John W. Rogers died intestate in said Union county, on or about the 21st. day of May, 1900, leaving no widow nor issue.

Said Asa D. Rogers was never married, and he died intestate in said Union County, Ohio, on or about the 9th. day of May, 1903. And the personal estate of said Asa D. Rogers was duly administered, and all his debts and the costs of said administration were duly paid, and the final account of said administration was on November, 24th. 1904, duly approved and confirmed by the Probate Court of said Union County. and no part of said real estate was sold in said administration.

Plaintiff and defendants are owners of, and tenants in common, in said real estate, in the following proportions to-wit:-

Anise Lorell a Armentrout, as sister of said Asa D. Rogers, thirty seven one hundred and twelfths (27/112 ths.)

Rachel P. Moore, as sister of said Asa D. Rogers, thirty seven one hundred and twelfths (27/112 ths).

Clara C. Turner, as niece of said Amos E. Rogers, one eighty-fourth (1/84th.), and as niece of said Asa D. Rogers, thirty-seven two hundred and thirty fourths (27/224 ths.) in all eighty nine six hundred and seventy-seconds (89/672nds).

Florence M. Hornbeck, as devisee of said Mary P. P. Hornbeck, thirty-seven two hundred and thirty fourths (27/224 ths.)

Jessie Pearce, as niece of said Amos E. Rogers one one hundred and sixty eighth (1/168th), and as niece of said Asa D. Rogers, thirty-seven four hundred and forty-eighths (27/448 ths), in all eighty nine thirteen hundred and forty-fourths (89/1344 ths).

Della Copeland, as niece of said Amos E. Rogers, one one hundred and sixty eighth (1/168th) and as niece of said Asa D. Rogers, thirty seven four hundred and forty-eighths (27/448 ths), in all eighty nine thirteen hundred and forty-fourths (89/1344 ths.)

Clarice M. Randall, as grand-niece of said Amos E. Rogers, one five hundred and fourth (1/504th), and as grand-niece of said Asa D. Rogers

Precipe.

8437
Summons.

twenty-seven thirteen hundred and forty-fourths (27/1344 ths), in all eighty nine four thousand and thirty seconds (89/4032nds.)

Edwin K. Randall as grand-niece of said Amos E. Rogers, one five hundred and fourths (1/504ths) and as grand-niece of said Asa D. Rogers, twenty seven thirteen hundred and forty fourths (27/1344 ths). in all eighty nine four thousand and thirty seconds (89/4032nds).

Dala L. Randall, as grand-niece of said Amos E. Rogers, one five hundred and fourths (1/504th). and as grand-niece of said Asa D. Rogers, twenty seven thirteen hundred and forty fourths (27/1344 ths) in all eighty nine four thousand and thirty seconds (89/4032nds.)

Plaintiff, Kate Kemper, as niece of said Amos E. Rogers, one one hundred and sixty-eighth (1/168th.) and as niece of said Asa D. Rogers, twenty seven four hundred and forty eighths (27/448ths.) in all eighty nine thirteen hundred and forty-fourths (89/1344ths.)

Wherefore, plaintiff prays: that her said interest in said real estate be set off to her in severally; that said premises be partitioned among said defendants in the proportions above set forth; that if the same cannot be divided, it be ordered sold, and the proceds of sale apportioned among the defendants as they may be severally entitled; and that all other proper orders may be made, and all proper relief granted.

Phil M. Crow, Attorney for Plaintiff.

The State of Ohio, County of Hardin, ss:

The said plaintiff, Kate Kemper, being duly sworn, says she verily believes the facts stated in the foregoing Petition are true.

Kate Kemper.

Subscribed and sworn to before me this 26th. day of July, 1905.

(Seal). Phil M. Crow, Notary Public
Hardin County, Ohio

Precipe. To the Clerk:- Issue Summons, indorsed "Action for Partition of Real Estate, and Equitable Relief" as follows:

To Sheriff of Union County, Ohio, for Florence M. Hornbeck an infant under the age of fourteen years, Leonard Hornbeck, Anise Loretta Armentrout, Albert J. Armentrout, Thomas Hicks, Clara O. Turner, and Louis Turner.

To Sheriff of Van Wert County, Ohio, for Rachel P. Moore and John S. Moore.

To Sheriff of Hardin County, Ohio, for Jessie Pearce, John Pearce and John H. Kemper.

To Sheriff of Logan County, Ohio, for Clarice M. Randall, Edwin K. Randall and Dala L. Randall infants under the age of fourteen years, and Charles Randall.

To Sheriff of Marion County, Ohio, for Della Copeland and Lincoln S. Copeland.

Phil M. Crow, Atty. for Plaintiff.

8437 Summons. On July 27th. 1905, the following Summons was issued.

The State of Ohio, Union County, } To the Sheriff of Hardin County:

You are hereby commanded to notify Jessie Pearce, John Pearce and John H. Kemper, that they have been sued by Kate Kemper in the Court of Common Pleas of Union County and must answer by the 26th. day of August, A. D. 1905, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 7th. day of August, A. D. 1905.
Witness my hand and the seal of said Court, this 27th day of July, A. D. 1905.
(Seal). Chas. P. Denhorwood. Clerk.

Sheriff's Return.

The State of Ohio, Hardin County, SS:-
Received this writ July 27th. A. D. 1905, at 4 o'clock P. M., and served same by delivering personally July 28th, 1905 a true and certified copy of this writ with all the endorsements thereon to Jessie Pearce and on July 28th, 1905 I served the same by leaving a true and certified copy of this writ with all the endorsements thereon at usual place of residence for John A. Kemper, and on July 29th, 1905 I served the same by leaving at usual place of residence for John Pearce a true and certified copy of this writ with all the endorsements thereon.
Fees: $3.85
Benj. F. Scott. Sheriff.

8437 Summons.

On July 27th. 1905, the following Summons was issued.
The State of Ohio, Union County, To the Sheriff of Union County:-
You are hereby commanded to notify, Florence M. Hornbeck, an infant, Leonard Hornbeck, Anise Loretta Armstrong, Albert J. Armstrong, Thomas Hicks, Clara O. Turner, and Louis Turner that they have been sued by Kate Kemper in the Court of Common Pleas of Union County, and must answer by the 26th. day of August, A. D. 1905, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 7th. day of August, A. D. 1905.
Witness my hand and the seal of said Court this 27th. day of July, A. D. 1905.
(Seal). Chas. P. Denhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Union County, SS:
Received this writ July, 28th. A. D. 1905 at 9 o'clock A. M., and served same on August, 1st. 1905, by personally handing the within named Clara Turner, Albert J. Armstrong, Anise Loretta Armstrong, Leonard Hornbeck and Florence Hornbeck, true and certified copies of this writ with all the indorsements thereon. Also on the above date I personally served Leonard Hornbeck, Father of the above named Florence Hornbeck, by handing him a true and certified copy of this writ with all the indorsements thereon she having no guardian; and at the same time I served this writ in name of Louis Turner and Thomas Hicks by leaving at their usual place of residence true and certified copies of this writ with all the indorsements thereon.
Fees: $7.75
D. P. Bolenbaugh, Sheriff.

8437 Summons.

On July, 27th. 1905, the following Summons was filed.
The State of Ohio, Union County, To the Sheriff of Van Wert County:
You are hereby commanded to notify Rachel P. Moon and John D. Moon, that they have been sued by Kate Kemper, in the Court of Common Pleas of Union County and must answer by the 26th. day of August, A. D. 1905, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.
You will make due return of this summons on the 7th. day of Aug.

A.D. 1905- Witness my hand and the seal of said Court, this 27th. day of July, A.D. 1905. (Seal) Chas. P. Pendergrass, Clerk.

Sheriffs' Return.

The State of Ohio, Van Wert County, ss.

Received this writ July, 28th. A.D. 1905- at 9 o'clock A.M., and served same August, 3rd. 1905,- by handing a true and certified copy thereof with the endorsements thereon to Rachel P. Moore and John D. Moore, each personally.

Fees: $4.07

W. A. Bickford, Sheriff.

By P. F. Bickford, Deputy.

8437
Summons.

On July, 27th. 1905, the following Summons was issued.

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

You are hereby commanded to notify Della Copeland and Lincoln S. Copeland, and Della Copeland Guardian of Clarice M. Randall, Edwin K. Randall and Data L. Randall, minors, under 14 years of age, that they have been sued by Kate Kemper in the Court of Common Pleas of Union County, and must answer by the 26th. day of August, A.D. 1905, 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 7th. day of August. A.D. 1905. Witness my hand and the seal of said Court, this 27th. day of July, A.D. 1905. (Seal) Chas. P. Pendergrass, Clerk.

Sheriffs' Return.

The State of Ohio, Marion County, ss:-

Received this writ, August 1st. A.D. 1905,- at 5 o'clock, P.M., and served same on the 4th. day of August, A.D. 1905,- by handing to Della Copeland and Lincoln S. Copeland, each personally, a true and duly certified copy of this writ and of the endorsements thereon to them each personally.

And on the same day I duly served on the said Clarice M. Randall, Edwin K. Randall and Data L. Randall, each a true and duly certified copy of this writ and of the endorsements thereon each personally at their residence, and the within named Clarice M. Randall, Edwin K. Randall and Data L. Randall all being infants under fourteen years of age, I thereupon on said day duly served on the said Della Copeland, a true copy of this writ personally, she being the legally appointed and acting Guardian of said infants and being the person having the charge of said infants, they, said infants residing with her at her home.

Fees: $4.46

Peter P. Bells- Sheriff, Marion Co. Ohio.

By J. M. Davidson, Deputy.

8437
Summons.

On July, 27th. 1905, the following Summons was issued.

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

You are hereby commanded to notify Clarice M. Randall, Edwin K. Randall, and Data L. Randall (all three minors under the age of 14) and Charles Randall, that they have been sued by Kate Kemper in the Court of Common Pleas, of Union County, and must answer by the 26th. day of August, A. D. 1905, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 7th. day of August, A.D. 1905.

Witness my hand and the seal of said Court, this 27th. day of July, A.D. 1905.
(Seal). Chas. P. Penhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Logan County, ss:
Received this writ July, 29th A.D. 1905. at 10 o'clock A.M, and served same by delivering a true copy thereof with the endorsements thereon to Clarice M. Randall, Edwin K. Randall and Dale L. Randall minors under the age of 14 years, personally, Nancy Jane Randall the person with whom said minors reside, personally, and Charles Randall individually, Charles Randall, as Father of said minor children, by leaving the same at his usual place of residence, Aug, 4th. 1905.
Fees: $3,57
E. C. Humphreys, Sheriff.

Jun December, 23rd. 1905 the following Answer was filed.

8437 Answer.

Kate Kemper - Plaintiff,
vs.
Anise L. Armentrout, et.als.

Court of Common Pleas,
Union County, Ohio.
Answer and Cross-Petition.

The defendant Anise L. Armentrout for her answer and cross-petition says:- That she is one of the children and heirs at law of Joseph E. Rogers, deceased, and a sister of Amos E. Rogers, deceased and as such has an interest in the real estate mentioned in the petition.
That during the last year the land was practically without cultivation and the use of it was lost to the parties interested. That no effort was made by the plaintiff to bring said land to partition during the last term of this Court, and if it is not taken up and disposed of during the coming term it will result in loss to this defendant and the other parties interested. This defendant desires to hold her interest in severalty, but it is apparent that the land cannot be divided and in order that it may be brought to sale in time to give the purchaser possession so as to cultivate the land the coming year, it is necessary that an order of partition be taken at the earliest date possible.
Wherefore this defendant asks that the Court will order the partition of said lands and appoint appraisers to make the same, and that the order of partition may be returnable forthwith.

J. L. Cameron, Atty. for Anise L. Armentrout.

The State of Ohio, Union County, ss;
Anise L. Armentrout being first duly sworn, says that the facts stated and allegations made in the foregoing Answer are true as she believes.
Mrs. Anise L. Armentrout.
Sworn to before me and signed in my presence this 28rd. day of December, 1905.
J. L. Cameron, Notary Public.

8437 Answer

On January, 8th. 1906, the following Entry was filed.

8437 Entry.

Kate Kemper, - Plaintiff
vs.
Anise Loretta Armentrout, et.al.

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff by her Attorney, Phil M. Crow; also came the defendant, Anise Loretta Armentrout by her Attorney, J.L. Cameron; whereupon the Court finds that each and all of defendants have been duly and legally served with summons herein as provided by law. and it appearing that defendants Florence M. Hornbeck, Clarice M. Rand-

all, Edwin K. Randall and Data L. Randall are minors under the age of fourteen years, on motion of plaintiff, James E. Robinson is hereby appointed guardian for this suit, for said minor defendants, and appears in Court and accepts said appointment.

And thereupon this Cause is heard on the pleadings and the evidence; On consideration where of, the Court finds:

That the allegations and averments contained in plaintiffs Petition are true; that the plaintiff has a legal right to eighty nine thirteen hundred and forty-fourths (89/1344ths.) of the real estate described in said Petition, and is entitled to have said premises apartied, as prayed by her in said Petition; that the following named defendants are tenants in common with plaintiff in the ownership of said real estate, in the proportions following, to-wit:-

Anise Loretta Armentrout, twenty seven one hundred and twelfths (27/112ths.)
Rachel C. Moon, twenty seven one hundred and twelfths (27/112ths.)
Clara O. Turner, eighty-nine six hundred and seventy seconds (89/672nds).
Florence M. Hornbeck, twenty-seven two hundred and twenty-fourths (27/224ths).

Jessie Pearce, eighty nine thirteen hundred and forty-fourths (89/1344ths.)
Della Copeland, eighty nine thirteen hundred and forty-fourths (89/1344ths.)
Clarice M. Randall, eighty-nine four thousand and thirty seconds (89/4032nds.)
Edwin K. Randall, eighty-nine four thousand and thirty seconds (89/4032nds.)
Data L. Randall, eighty nine four thousand and thirty seconds (89/4032nds.)

It is therefore ordered that a Writ of Partition be issued to the Sheriff of said Union County, Ohio, commanding him that by the oaths of Howard Gray, Lemuel Robinson and William Wellwood, three judicious and disinterested freeholders of the vicinity, who are hereby appointed commissioners for the purpose, he cause to be divided and set off to each of said named persons, the portion of said real estate to which he or she is herein above found entitled.

And of his proceedings said sheriff shall make due return without delay.

On January 8th. 1906, the following Answer was filed.

8437 Answer.

Della Rankper,
vs.
Anise Loretta Armentrout, et. al.

Court of Common Pleas,
Union County, Ohio.
Answer of Guardian ad Litem.

The defendants Florence M. Hornbeck, Clarice M. Randall, Edwin K. Randall and Data L. Randall, by James E. Robinson, their guardian ad litem, for answer to the Petition herein, deny all the allegations contained in said Petition, and say that they are of tender years, and they ask the Court to protect all their rights, and to grant them such relief as is proper.

James E. Robinson.
As Guardian ad litem of defendants, Florence M. Hornbeck, Clarice M. Randall, Edwin K. Randall and Data L. Randall.

On January 22nd. 1906, the following Writ of Partition was filed.

8437
Writ of Partition

Writ of Partition.

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

To the Sheriff of said County:

Pursuant to said order of our said Court of Common Pleas written and for said County, at the January Term, A.D. 1906, in a certain cause No. 8437, now pending in said Court, wherein Kate Kemper is plaintiff, and Anise Loretta Armentrout, et. al. are defendants, you are commanded, that without delay by the oaths of Howard Gray, Samuel Robinson and William Hellwood three judicious and disinterested free-holders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described premises situate in the County of Union, and State of Ohio, to-wit:- In Washington Township, and bounded and described as follows:- (For discription of land see page 408, beginning with line 23 of said page.)

Among the persons named therein, and in the following proportions, to-wit:-

To Kate Kemper, eighty-nine Thirteen hundred and forty-fourths part.
To Anise Loretta Armentrout 27/112 ths. part.
To Rachel S. Moon 27/112 ths. part.
To Clara O. Turner 89/672 nds. part.
To Florence M. Hornbeck 27/224 ths. part.
To Jessie Crarer 89/1344 ths. part.
To Della Copeland 89/1344 ths. part.
To Clarice M. Randall, 89/4032 nds. part.
To Edwin K. Randall, 89/4032 nds. part.
To Data L. Randall, 89/4032 nds. part.

But if the said Commissioners are of opinion that said premises cannot be divided according to the command 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, 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 13th day of January, 1906.

(Seal) Chas. P. Pemberwood, Clerk.

Sheriffs Return.

8437
Precipe.

Was commanded by the foregoing Writ, I have executed the same by the oaths of Howard Gray, Samuel Robinson and William Hellwood; 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 20th. day of January, 1906.

Sheriffs fees: $6.40

D. P. Bolenbaugh, Sheriff.

Commissioners' Report.

8437.
Order of Sale

Kate Kemper.
vs.
Anise Loretta Armentrout, et. al.

Court of Common Pleas,
Union County, Ohio.

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 of the premises, are of opinion that the said estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at Six Thousand Five Hundred & Seventy ($6270.00) Dollars.

Given under our hands this 20th. day of January, 1906.

Appraisers fee: $3.00

William Hellwood
Lemuel Robinson. } Commissioners.
H. E. Gray.

On February, 1st. 1906, the following Entry was filed.

8437 Entry.

Kate Kemper -
Vs.
Anise Loretta Armentrout, et. al.

Court of Common Pleas,
Union County, Ohio.

This cause coming on this day to be heard on the Report of the Sheriff and Commissioners, of their proceedings under the Writ of Partition, herein, the Court, upon due consideration finds that said proceedings have been had in all respects in conformity to law and in accordance with the orders of the Court, and that the same are correct: wherefore the said proceedings and report are hereby approved and confirmed.

And it appearing that said real estate cannot be divided by metes and bounds, without injury to the value thereof, and that said Commissioners have appraised the same at the sum of six thousand two hundred and seventy ($6270.00) dollars, and it further appearing that none of the parties has elected to take said premises at said valuation, it is ordered that said real estate be sold at public auction, by the Sheriff of said Union County, Ohio, according to law. And for good cause shown, it is ordered that said sale shall be for cash on the day thereof, and that advertisement of sale in a German newspaper is dispensed with.

And an order of sale shall issue to said Sheriff, directing him to sell said premises, according to law and the above order, and of his proceedings he shall make due return without unnecessary delay.

On February, 12th. 1906, the following Precipe was filed.

8437 Precipe.

Kate Kemper,
Vs.
Anise Loretta Armentrout, et. al.

Court of Common Pleas,
Union County, Ohio.

To the Clerk:- Issue Order of Sale in Partition (terms of sale all cash on day thereof) in the above-entitled Cause, to the Sheriff of Union County, Ohio, returnable according to law.

Phil M. Crow, Atty. for Plaintiff.

On March 17th. 1906, the following Order of Sale in Partition was filed.

8437. Order of Sale

Order of Sale in 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 said County, at the January Term, A.D. 1906, in a certain cause No. 8437, for Partition, now pending in said Court, wherein Kate Kemper is Petitioner, and Anise Loretta Armentrout, et. al. respondents, we

command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, situate in the County of Union and State of Ohio, to-wit:- the Washington Township, and bounded and described as follows:- (for discription of land see page 408, beginning with line 25 of said page, in this record) Appraised as follows: Six Thousand Two Hundred and Seventy ($6270.00) Dollars. Terms of sale Cash; and that your proceedings in the premises you make known to our said Court of Common Pleas, within sixty days from the date hereof; and have you then and there this Writ. Witness my hand and the seal of said Court, at Marysville, Ohio, this 12th. day of February, 1906.

(Seal) Chas. P. Parkinwood, Clerk.
By Clive E. Parkinwood, Deputy.

Sheriff's Return.

As Commanded By this Writ I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio; and on the 17th. day of March, 1906 at one o'clock P. M, on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this Writ; and then and there came J. D. Coe, who bid for the same the sum of Four Thousand Eight Hundred & Thirty-three & 13/100 ($4833.13) Dollars; said sum being more than two-thirds of the appraised value; and he being the highest and best bidder he was declared the purchaser.

Fees: $22.99

D. P. Bolenbaugh, Sheriff, Union, Co. Ohio.

8437 Entry.

Now March, 19th. 1906, the following Proof of Publication was filed.

8437.

Sheriff's Sale.

Kate Kemper. — Court of Common Pleas,
Ns. — Union County, Ohio.
Anise Loretta Armentrout, et.al. — Our order of Sale in Partition.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, (March, 17th. 1906, at or about the hour of one o'clock, P. M, on said day, the following described real estate, to-wit: Situated in the township of Washington, County of Union and State of Ohio, and bounded and described as follows: (for discription of land see page 408, beginning with line 25 of said page, in this record). Appraised at $6270.00. Terms of Sale: Cash.

D. P. Bolenbaugh, Sheriff. Union Co. O.

Proof of Publication.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with February, 14th. 1906.

W. O. Shearer.

Sworn to and subscribed before me, this 19th. day of March, 1906.

(Seal). Clive E. Penhorwood, Deputy Clerk.

Printer's fees:- $21.75.

On April, 16th. 1906, the following Entry was filed.

8487 Entry.

Kate Kemper. - Plaintiff.
vs.
Anise Loretta Armentrout, et.al.

Court of Common Pleas,
Union County, Ohio.

This day the parties again coming, and the Sheriff having sold the property described in plaintiff's Petition herein, in pursuance of the Order therefor heretofore issued herein, and the Court being satisfied of the legality of such sale, does hereby approve and confirm the same, and does order the said sheriff to execute and deliver to the purchaser J. D. Coe as good and sufficient deed conveying to him the said real estate in fee-simple free from all and every interest of defendants and plaintiff in said premises.

The Court finds the reasonable values of the several dower interests of defendants Albert J. Armentrout, John S. Moore, Lewis Turner, John H. Kemper, John Pearce, Charles Randall and Lincoln G. Copeland, to be as follows:- John S. Moore, $48.67; Lewis Turner $21.32 John H. Kemper, $186.84 John Pearce $7.07 Charles Randall $7.29 Albert J. Armentrout $40.36 and Lincoln G. Copeland $7.86.

And the Court coming now to distribute the proceeds of said sale, amounting to four thousand eight hundred and thirty-three dollars and thirteen cents, does hereby order that said sheriff pay the same as follows:

1- The taxes and penalties amounting to the sum of $39.18, to the treasurer of Union County, Ohio.

2 - The costs of this action, including a fee of $213.33 to Phil M. Crow, attorney for plaintiff, for his services herein, which sum is hereby allowed to him, amounting in all to $320.49

3- To Anise Loretta Armentrout, $1038.06.
4- To Albert J. Armentrout, $40.36
5- To Rachel S. Moore, $1029.75
6- To John S. Moore, $48.67
7- To Clara O. Turner, $571.14
8- To Lewis Turner, $21.32
9- To Florence M. Hornbeck, $539.22
10 - To John H. Kemper. $186.84
11 - To Jessie Pearce, $242.46
12 - To John Pearce, $7.07
13 - To Charles Randall $7.29 - 14- To Della Copeland, $241.67
15 - To Lincoln G. Copeland, $7.86 - 16 - To Clarice M. Randall, $80.74
17- To Edwin K. Randall, $80.74 - 18- To Data L. Randall, $80.74
19- To Kate Kemper, $249.53

And it is further ordered that said sums so hereinabove found due defendants and plaintiff, respectively, be and the same are, in full satisfaction and extinguishment of the several interests of defendants and plaintiff, in the said proceeds of said sale.

Attest: Chas. P. Penhorwood, Clerk.
By Clive E. 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 Dorr, Judge of said Court, at the January Term, A.D. 1906.

Be it remembered that on April, 8th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8421 L. D. Warbs - Plaintiff.
vs.
Isabell Cahill, Mary F. Cahill and Maria M. Warbs - Defendants.

Court of Common Pleas, Union County, Ohio.
Apr. 8th. 1905.

The plaintiff says that he has a legal right to, and is seized in fee-simple as an heir at law of Laban H. Warbs, who died Sept. 18" 1904, of the one undivided one-third part of the following described real estate, situate in the County of Union and State of Ohio:

First tract situate in the Village of Marysville in said County and being a part of out-lot Number eight (8); beginning at the South-east corner of a lot deeded by D.D. Welch and wife to one W.S. Malin, thence with Fourth Street S. 89° E. 11½ poles to a stake at the south-west corner of a lot owned by the A.M.E. Church; thence with said Church lot N. 1° E. 10 poles and 6 links to the north-west corner of said Church lot; thence N. 89° W. 12 poles to the North-east corner of the said W.S. Malin lot; thence S. 1° W. 10 poles and 6 links to the place of beginning; being the same deeded by J.L. Cameron, assignee, to Laban H. Warbs Jan. 25th. 1886 and recorded in Record of Deeds, Vol. 58. Page, 251

Excepting fifty (50) feet off the east side of the above bounded premises which was sold to David S. Clement.

Second tract, situate in the Village of Richwood in said County, being sixteen (16) feet off the north side of lot number ninety-nine (99) and four (4) feet off the south side of lot number ninety-eight (98) in said Village, being the same conveyed by deed from A. Gardner and wife to Laban H. Warbs and recorded in Vol. 44 on page 96.

The said defendants Isabell Cahill and Mary F. Cahill are tenants in Common with plaintiff in said premises. The undivided one-third part of said premises belongs to Isabell Cahill who is a daughter of the said Laban H. Warbs, deceased, and who intermarried with one Uriah Cahill and resides in said County.

The undivided one third part of said premises belongs to Mary F. Cahill, who is a daughter of the said Laban H. Warbs, deceased, and who intermarried with one Lemuel Cahill and resides in said County.

The said Maria M. Warbs is a widow of the said Laban H. Warbs, deceased and is entitled to a dower interest in said premises.

The plaintiff further says that the personal property of the said Laban H. Warbs, deceased, is sufficient to pay all the debts and claims existing against the estate of the said Laban H. Warbs, deceased.

The plaintiff 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 that the premises be sold according to law, and that partition be made, and for

Precipe. 8421 Summons.

8421 Entry.

8421 Answer & Cross-Petition

such proceedings in the premises was are authorized by law.
S. W. Van Winkle, Atty. for Plaintiff.
The plaintiff makes oath and says the facts set forth in the above pleading are true as he verily believes.
L. D. Worbs.
Sworn to and subscribed before me this 7th day of April, A. D. 1905.
(Seal) Henry S. Stiles, Notary Public.

Precipe. To the Clerk: Issue summons for the defendants, directed to the Sheriff of Union County, returnable according to law.
S. W. Van Winkle, Atty.

8421 Summons. On April, 8th. 1905, the following Summons was issued
The State of Ohio, Union County, To the Sheriff of Union County:
You are hereby commanded to notify Isabelle Cahill, Mary F. Cahill, and Maria M. Worbs, that they have been sued by L. D. Worbs in the Court of Common Pleas of Union County and must answer by the 6th. day of May, A. D. 1905, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 17th. day of April, A. D. 1905. - Witness my hand and the seal of said Court, this 8th. day of April, A. D. 1905.
Chas. P. Penhorwood, Clerk.
(Seal) By Olive E. Penhorwood, Deputy.

Sheriffs Return.
The State of Ohio, Union County, SS:
Received this writ April 8, A. D. 1905, at 3 o'clock P. M, and served same by personally handing to the within named Defendants true and certified copies of this writ with all the endorsements thereon, this 14th. day of April, 1905.
Fees: $4.60
D. P. Bolenbaugh, Sheriff.

Ent. May 4th. 1905, the following Entry was filed.
8421 Entry. L. D. Worbs. vs. Isabel Cahill, et. al.
Court of Common Pleas, Union County, Ohio.
This day leave was granted by the Court to make James B. Guthery a party defendant and to file answer and cross-petition herein, and the same was filed.

Ent. May 4th. 1905, the following Answer and Cross-Petition was filed.
8421 Answer & Cross-Petition
L. D. Worbs - Plaintiff. vs. Isabell Cahill, Mary F. Cahill and Maria M. Worbs. - Defendants.
Court of Common Pleas, Union County, Ohio.
Answer and Cross-Petition of James B. Guthery, surviving partner.
Now comes James B. Guthery and waiving the issuance and service of summons in the within case and hereby enters his appearance, and for answer and cross-petition herein, leave of the Court being first had for that purpose, and says that he is the surviving partner of the late partnership of J. D. Guthery and son, said partnership consisting of J. D. Guthery who departed this life on or about the 23rd. day of May, 1903 and James B. Guthery now surviving partner

and answering defendant herein. This defendant says that on the 30th. day of October, A.D. 1893 by the consideration of the Court of Common Pleas of Marion County, Ohio, at the October Term of said Court the said J.D. Guthery and James B. Guthery doing business as J.D. Guthery and Son, recovered a judgment against the said plaintiff herein, L.D. Norbs in the sum of $267.15 debt and $21.38 costs of suit; that on the 7th. day of August, 1896 they caused an execution to be issued from the Clerk's Office of said Marion County, Ohio, to the Sheriff of Marion County, Ohio, which was on the same day returned and filed in said Clerk's office indorsed, - no goods and chattels, lands or tenements found whereupon to levy and upon said execution increase costs on said judgment accrued to the amount of $1.22

That on the 14th. day of July, 1900 they caused an execution to issue out of said Clerks office of Marion, Ohio, on said judgment directed to the Sheriff of Union County, Ohio, which was on the 27th. day of July, 1900, duly returned and filed in said Clerks office, indorsed - no goods and chattels or lands and tenements whereupon to levy; that increased costs accrued on said execution amounting to $1.95.

That on the 12th. day of April, 1905, this answering defendant caused another execution to issue from said Clerks office on said judgment directed to the Sheriff of said Union County, Ohio, which was duly returned and filed in said Clerks office, April 14th. 1905; that by virtue of said execution last mentioned the Sheriff of said Union County duly levied upon the interest of the plaintiff herein and to the lands and premises described in the petition herein and that the said judgment herein mentioned is a good and valid lien on the interest of plaintiff in and to the said premises described in the petition by virtue of said levy and execution aforesaid; that increased costs here accrued on said judgment by virtue of said execution and levy in the sum of $2.74

This defendant says said judgment and execution is wholly unpaid and is the first and best lien on the interest of the said plaintiff in and to the premises described in the petition; that there is due him as surviving partner aforesaid from the said L. D. Norbs thereon the sum of $294.34 with interest on $267.05 at 8 % per annum from October 30th. 1893 and with interest on $1.22 thereof at 6 % per annum from August 7th. 1896 and with interest on $1.95 thereof at 6 % per annum from July 27th. 1900 and with interest on $2.74 thereof 6 % from April, 14th. 1905.

Wherefore this answering defendant prays the Court that if said premises described in the petition are divided and partitioned and the interest of the plaintiff therein alloted to him in severalty that the lien of this defendant be declared a lien on the interest in said premises so alloted to the plaintiff and that said premises so alloted and partitioned to the plaintiff be sold, and out of the proceeds thereof this defendant be paid the amount so found due him as above in accordance with the priority of his lien which the Court is asked to declare the first and best lien thereon or if said premises are not divided but sold then and in that event out of the funds or proceeds coming to the plaintiff therefrom this defend-

8421 Answer.

8421 Answer

ant be first paid the amount due him on his said lien as aforesaid - and for all and such other relief as the nature of the case may require.

James B. Sutkery, surviving partner of J.D. Sutkery and James B. Sutkery partner doing business as J.D. Sutkery and Son.
By Crissinger & Sutkery, His Attorneys.

The State of Ohio, Marion County, SS:-

James B. Sutkery, being first duly sworn, says that he is the answering defendant herein and that the statements contained and allegations made are true as he verily believes.

James B. Sutkery.

Sworn to before me and subscribed in my presence this 29th. day of April, A.D. 1905.

(Seal). Bernard J. Sutkery, Notary Public, Marion, Co. O.

On May 13th. 1905, the following Answer was filed.

8421 Answer.

L. D. Warbs,
Vs.
Isabelle Cahill, et. al.

Court of Common Pleas,
Union County, Ohio.

Now comes Maria M. Warbs and says that she is the widow of Laben N. Warbs, deceased, and that she as such widow is entitled to dower in all the lands of the said Laben N. Warbs, deceased, described in plaintiffs' Petition.

Wherefore this defendant prays that her dower may be assigned to her by metes and bounds.

James E. Robinson,
Atty. for Maria M. Warbs.

The State of Ohio, Union County, SS.

James E. Robinson, being first duly sworn, says that he is the attorney for the defendant, Maria M. Warbs, that said Maria M. Warbs is absent from the County of Union aforesaid, that the facts stated and the allegations made in the foregoing answer are true as he verily believes.

James E. Robinson.

Sworn to before me and subscribed before me this 18" day of May, 1905.

(Seal). Clive E. Penhorwood, Deputy Clerk.

On June 29th. 1905, the following Answer was filed.

8421 Answer

L. D. Warbs.
Vs.
Isabell Cahill, et. al.

Court of Common Pleas,
Union County, Ohio.

Answer and Cross-Petition of Uriah Cahill, Admr.

Now comes Uriah Cahill, and asks the Court to be made party in this action and waives the issuing and service of summons and enters his appearance herein, and says he is the duly appointed, qualified and acting administrator of Laben N. Warbs, deceased. Said Cahill says that the said L. D. Warbs is not entitled to partition of the real estate described in said L. D. Warbs petition herein, said Cahill says said L. D. Warbs is indebted to the estate

of Laban H. Worbs, deceased, in the sum of $10,000, which is due and payable from said L. D. Worbs to the estate of said Laban H. Worbs.

The said Uriah Cahill prays that the said L. D. Worbs be not granted partition in the lands described in his said petition. That whatever interest said L. D. Worbs may have in said Estate be taken out of his indebtedness to same, and that the lands described in said petition of L. D. Worbs be divided equally between the said Isabella Cahill & Mary F. Cahill, and for such other and further relief as the nature of the Case may require.

W. J. Hoopes, Atty. for Uriah Cahill.

State of Ohio, Union Co. SS:

Uriah Cahill being sworn says the foregoing allegations are as he believes true.

Uriah Cahill.

Sworn to and subscribed this 15th. day of June, 1905.

(Seal). W. S. Winters, Notary Public.

On June, 29th. 1905, the following Answer and Cross-Petition was filed.

8421 L. D. Worbs - Plaintiff.
vs.
Isabell Cahill, Mary F. Cahill & Maria Worbs.

Court of Common Pleas, Union County, Ohio.

Answer & Cross-Petition of Isabella & Mary F. Cahill.

8421 Entry.

Now comes Isabella Cahill & Mary F. Cahill and for answer and cross-petition herein say, that they have a legal right to and are seized in fee simple as heirs at law of Laban H. Worbs, who died Sept. 18th. 1904.

Said defendants say they are entitled as such heirs to all of the property described in the petition of the Plaintiff L. D. Worbs in this action to be equally divided between said Isabella Cahill & Mary F. Cahill. Isabella & Mary F. Cahill say they admit that said L. D. Worbs is one of the heirs of Laban H. Worbs, deceased, but say that said L. D. Worbs is indebted to the estate of Laban H. Worbs in the sum of Ten Thousand Nine Hundred Twenty-five & 46/100 Dollars with interest from April, 18th. 1905.

8421 Answer.

The said Isabella & Mary F. Cahill admit they are tenants in Common in the lands described in plaintiffs petition herein, but say the above amt. of $10,000 is due & owing from said L. D. Worbs to the estate and that whatever interest said L. D. Worbs may have be taken out of his indebtedness to said Estate and that he be not allowed any part of said real estate or the proceeds of the same until said Isabella & Mary F. Cahill have each received an amount equal to the said amt. of $10,000 received by said L. D. Worbs. Said Isabella Cahill & Mary F. Cahill say they are entitled to equal parts of the real estate described in said petition.

Said Isabella Cahill was a daughter of the said Laban H. Worbs & married Uriah Cahill & is a resident of Union County. The said Mary F. Worbs was a daughter of said Laban H. Worbs and married Lemuel Cahill & is a resident of Union County.

Said defendants admit Maria M. Worbs is widow of said Laban

H. Worbs, deceased. Said defendants say that personal property of said Laban H. Worbs deceased is sufficient to pay all debts.

Said Isabella & Mary E. Cahill not knowing the facts regarding the allegations in the answer & Cross-Petition of James B. Gulkey deny each & every allegation therein contained.

The said defendants pray that an order of this Court may issue granting partition of the premises described in the petition of L. D. Worbs, giving to each of the answering defendants one half of said premises if the same can be set off without manifest injury, and if not, then that the premises be sold according to law and that partition be made & that each of the answering defendants be decreed one-half of the proceeds for same.

W. J. Hoopes, atty. for defendants.

The State of Ohio, Union County, ss:

Isabella Cahill, being sworn says the above allegations are as she believes true.

Isabel Cahill.

Sworn to and subscribed in my presence, this 15th day of June, 1905.

(Seal). W. S. Winters, Notary Public.

On July, 1st. 1905, the following Entry was filed.

8421 Entry.

L. D. Worbs, vs. Isabel Cahill, et. al.

Court of Common Pleas, Union County, Ohio.

This day leave was granted to make Uriah Cahill, administrator of L. H. Worbs, deceased, party defendant, and to file answer instanter, and the same was filed. Also leave for Isabel Cahill to file answer instanter, and same filed. Also leave for Maria Worbs to withdraw answer and file substitute answer and same was filed.

On July, 1st. 1905, the following Answer was filed.

8421 Answer.

L. D. Worbs. Plff. vs. Isabel Cahill, et. al.

Court of Common Pleas, Union County, Ohio.

Now comes Maria M. Worbs and says that she is the widow of Laban H. Worbs, deceased, and that she, as such widow, is entitled to dower in all the lands of the said Laban H. Worbs, deceased, described in plaintiffs petition.

And answering further said defendant says that she waives the assignment of said dower by metes and bounds and asks that said lands be sold free from her dower estate and that she be paid her dower in money.

James E. Robinson, atty. for Maria M. Worbs.

The State of Ohio, Union County, ss:

James E. Robinson being first duly sworn, says that he is the attorney for Maria M. Worbs, above named, that said Maria M. Worbs is absent from the County of Union, aforesaid, that the facts stated and the allegations made in the foregoing Answer are true, as he verily believes.

James E. Robinson.

Sworn to and subscribed before me this 30th. day of June, 1905.
(Seal). Olive E. Penhorwood, Deputy Clerk.

On October, 5th. 1905, the following Amended Answer was filed.

8421 Amended Answer.

Court of Common Pleas,
Union County, Ohio.

L. D. Worbs.
vs.
Isabel Cahill, et. al.

Amended answer & Cross-Petition of Uriah Cahill Admr.

Uriah Cahill comes and says he is the duly appointed, qualified & acting Administrator of Laban N. Worbs, deceased, and with the leave of the Court files this his Amended Answer.

The said Uriah Cahill says that by the consideration of the Court of Common Pleas of Union Co. Ohio, the said Laban N. Worbs in his life time obtained a judgment in said Court against the said Lafayette Worbs in an action in said Court entitled "The Connecticut Mutual Life Insurance Company" a Corporation against Lafayette Worbs, Irene Worbs and Laban N. Worbs (Action No. 6249) for the sum of $6297.10 record of said judgment found in Law Record in Clerks Office of said Court Vol. 32 pages 126 to 135 inclusive- said judgment of $6297.10 drawing 6 % from Nov. 9th. 1891, said Cahill says no part of said judgment or interest has been paid and that said judgment & interest is now due from said Lafayette Worbs.

Said Cahill as Administrator as aforesaid made a motion in the said Court of Common Pleas of Union Co. Ohio, on the 18th. day of April, 1905 for an order of revivor of said judgment, service being duly had on said Lafayette Worbs, said Lafayette Worbs, entering his appearance in said Motion.

Said Court sustained said Motion and made an order of revivor of said judgment for the sum of Ten Thousand Nine Hundred and Twenty-Five & 45/100 Dollars with interest at 6 % from the 18th. day of April, 1905.

Therefore the said Cahill as Administrator as aforesaid, asks this Court that if said premises in said plaintiffs petition set out be partitioned and the interest of the said plaintiff set off to him in severalty that the lien of this defendant be declared a lien on said premises or the interest of this defendant has in the same so set off to him & that the interest of this plaintiff in said premises may be sold & the proceeds of the same be applied on the payment of the claim of said Cahill as said administrator in accordance with the priority of his claim which this Court is asked to declare to be the first and best lien thereon, if said premises are not divided but sold, then out of the proceeds going to the plaintiff herein this answering defendant be first paid the amount of his said claim or so much thereof as said proceeds will pay on his said lien as aforesaid, and for all other relief as the nature of the case may require.

W. S. Hooper, Atty. for said Admr.

The State of Ohio, Union County, SS:-

Uriah Cahill being first sworn says the foregoing allegations

8421 Demurrer.

8421 Demurrer.

8421 Entry.

are as he believes true.

Uriah Cahill.

Sworn to and subscribed in my presence this 2nd. day of October, 1905.

(Seal). Chas. P. Pendergrood, Clerk.

8421 Demurrer.

On July, 15th. 1905, the following Demurrer was filed.
L. D. Warbs-
Vs.
Isabelle Cahill, et. al.
Court of Common Pleas, Union County, Ohio.

Now comes the defendant, James B. Guthery, surviving partner, and demurs to the answer and cross-petition of the defendants Isabelle Cahill and Mary F. Cahill and for such demurrer says:-

1- That said answer and cross-petition does not contain facts sufficient to constitute a defense to the answer and cross-petition of the said defendant, James B. Guthery.

2- That said answer and cross-petition does not contain facts sufficient to warrant the relief prayed for in said answer and cross-petition of the said Isabelle Cahill and Mary F. Cahill.

James McCampbell and Crissinger & Guthery
Attorneys for James B. Guthery.

8421 Demurrer.

On July, 15th. 1905, the following Demurrer was filed.
L. D. Warbs.-
Vs.
Isabelle Cahill, et. al.
Court of Common Pleas, Union County, Ohio.

Now comes the defendant, James B. Guthery, surviving partner, and demurs to the answer and cross-petition of the defendant, Uriah Cahill, administrator of the estate of Laban N. Warbs, deceased, and for such demurrer says:-

1- That said answer and cross-petition does not contain facts sufficient to constitute a defense to the answer and cross-petition of the said defendant, James B. Guthery.

2- That said answer and cross-petition does not contain facts sufficient to warrant the relief prayed for in the said answer and cross-petition of the said defendant, Uriah Cahill, administrator of the estate of Laban N. Warbs, deceased.

James McCampbell and Crissinger & Guthery
Attorneys for James B. Guthery.

8421 Entry.

On September, 18th. 1905, the following Entry was filed.
Court of Common Pleas, Union County, Ohio.
L. D. Warbs,
Vs.
Isabel Cahill, et. al.

This day this cause came on for hearing upon the demurrers of James B. Guthery, one of the defendants herein to the answers and cross-petitions of Uriah Cahill, Administrator of the estate of L. N. Warbs, deceased, Isabel Cahill and Mary F. Cahill; and were argued by counsel and submitted to the Court, on consideration whereof the Court sustains said demurrers, to which ruling and judgment of the Court the said Uriah Cahill,

Isabel Sahill and Mary F. Sahill by their Counsel their and there exceptr. Leave is granted to said parties to amend their answers and cross-petitions in 10 days.

Dec October, 10th. 1905, the following Entry was filed.

8421 Entry.

L. D. Worbs, Vs. Isabell Sahill, et. al.

Court of Common Pleas, Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners therefore appointed therein, 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 free from the dower of the said Maria Worbs at $2150.00 the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And it appearing to the Court that the said Isabell Sahill has elected to take the said premises at their appraised value it is ordered by the Court, on good cause shown, that the proportion due to the other parties be paid in cash, and that upon the said Isabel Sahill paying the same together with her proportion of the costs of the case, including counsel fee of $73.00 to D. W. Van Winkle for his services herein, and his proportion of the taxes and penalty due on said premises amounting in all to $34.97, the said estate be and it hereby is adjudged to her, and the Sheriff is ordered thereupon to make and execute to her a conveyance therefor.

And the Court coming now to distribute the proceeds of said estate it is ordered that the Sheriff, upon receiving the same, as above, pay:

First, to the treasurer of the County of Union the amount of $34.97 being the taxes and penalty due on said premises.

Second, To the Clerk of the Court the costs of this action, including counsel fee, the sum of $130.96

Third, to Maria Worbs, as widow of Laben D. Worbs, deceased, her dower interest assessed at $235.22.

Fourth, To the defendant Mary F. Sahill the sum of $5.82.95

Fifth, That the sum of $5.82.95 being the proportion of the said L. D. Worbs, shall remain in the hands of the Sheriff, subject to the further order of the Court.

8421 Writ of Partition.

Dec October, 10th. 1905, the following Entry was filed.

8421 Entry.

L. D. Worbs, Vs. Isabel Sahill, et. al.

Court of Common Pleas Union County Ohio. Entry for Partition.

Now comes said L. D. Worbs, the Plaintiff herein, by D. W. Van-Winkle, his attorney, and thereupon this cause came on to be heard upon the petition and evidence; on consideration whereof the Court find that all of the defendants have had due legal notice

of the pendency and demand of the said petition; that the said Maria M. Worba, un dower is entitled to dower in the premises described in the petition, and that, subject thereto, the said L.D. Worba is seized of, and has a legal right to, the undivided one-third part of the estate described in the petition, and is entitled to have partition made of said premises; that the defendants are tenants in common with the said L.D. Worba, in said premises, in the following proportions, to-wit; that subject to such dower of the said Maria M. Worba the said Isabel Cahill is seized of, and has a legal right to, the undivided one-third part thereof, the said Mary F. Cahill to the undivided one-third part thereof; and no reason appearing why partition should not be made; It is therefore ordered, that the said Maria M. Worba be endowed of one full equal third part of said premises, and that, subject thereto, partition of said estate be made; and that an order issue to the Sheriff of said County of Union commanding him that by the oaths of John J. Andrews, M. W. Hill and Allen Haines, three judicious and disinterested free-holders of the vicinity, who are hereby appointed Commissioners for that purpose, he set off and assign such dower to the said Maria M. Worba according to law, and cause to be set off and divided to the said L. D. Worba and to each of said defendants the part and portion of said estate to which they are thereinbefore severally found entitled. And it is ordered that 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, they appraise the same free from the dower of the said Maria M. Worba.

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

On October, 13th. 1905 the following Writ of Partition was filed.

8421
Writ of Partition.

Writ of Partition and Dower.

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

Court of Common Pleas.

Pursuant to an order of our said Court of Common Pleas within and for said County, at the September Term, A.D. 1905 in a certain cause No. 8421, now pending in said Court, wherein L.D. Worba is plaintiff, and Isabel Cahill, et.al. are defendants, you are commanded, that without delay by the oaths of M.W. Hill, John J. Andrews and Allen Haines, 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 premises and Dower assigned therein, situate in the County of Union, and State of Ohio, to-wit:- (for description of land see page 420 beginning with line 16 of said page). Among the persons named herein, and in the following proportions, to-wit:-

To L.D. Worba - one-third part.

To Isabel Cahill - one-third part.

To Mary F. Cahill - one-third part.- Subject to the dower of Maria M. Worba therein. - 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, free from the dower of Maria M. Worbs, widow of Laban N. Warbs, and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forwith.

Witness my hand and the seal of said Court at Marysville, Ohio, this 12th day of October, 1905.

(Seal) Chas. P. Smallwood, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ, I have executed the same by the oaths of W. W. Hill, John J. Andrews and Allen Haines; 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 hereinto returned.

Given under my hand this 13th. day of October, 1905.

Fees: $4.96

D. P. Bolenbaugh, Sheriff.

Commissioners Report.

L. D. Worbs. vs. Isabel Cahill, et. al.

Court of Common Pleas, Union County, Ohio.

According to the command of the Writ of Partition thereto annexed, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said estate cannot be divided according to the demand of the Writ, without manifest injury to value thereof, and we do estimate the value of the same vat;

First tract - Twelve Hundred & Seventy-five Dollars.

Second tract - Eight Hundred & Seventy-five Dollars.

Given under our hands this 13th. day of October, 1905.

Appraisers fees, $7.80

W. W. Hill.
John J. Andrews. } Commissioners.
Allen Haines.

8421 Motion.

On October, 13th. 1905, the following Motion was filed.

L. D. Warbs. vs. Isabel Cahill, et. al.

Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and moves the Court to confirm the Sheriff's report of his, and the acts of the Commissioners in said cause of action.

D. W. Van Winkle, atty. for Plaintiff.

8421 Motion.

L. D. Warbs, vs. Isabell Cahill, et. al.

Court of Common Pleas, Union County, Ohio.

Now comes Isabelle Cahill, one of the defendants and elects to take the premises described in the petition, she being one of the parties, and tenant in common, at the appraised value, to-wit: ($2150.00) Twenty-one Hundred and Fifty Dollars.

8421 Entry.

8421 Reply.

Isabel Cahill.
By Uriah Cahill, Her Husband.

8421 Entry.

On November, 8th. 1905, the following Entry was filed.
L. D. Warbs. Court of Common Pleas,
Vs. Union County, Ohio.
Isabel Cahill, et. al. Nov. 8th. 1905.

This day the Court grants leave for defendant, Guthery to file Reply and the same was filed.

8421 Reply.

On November, 8th. 1905, the following Reply was filed.
L. D. Worbs, Court of Common Pleas,
Vs. Union County, Ohio.
Isabel Cahill, et. al.

Reply of James B. Guthery, Surviving Partner to Answer and Cross-Petition of Uriah Cahill, Admr.

Now comes the Defendant, James B Guthery, surviving partner, and in reply to the answer and Cross-petition of Uriah Cahill, says:-

That he admits that the said defendant, Uriah Cahill, caused a certain judgment set forth in his answer and cross-petition to be revived in the sum of $10,925.45 with interest at 6% from the 18th day of April, 1905. He denies each and every other allegation set forth in said answer and Cross petition not heretofore admitted by this petitioning defendant, and especially does he deny that said judgment was revived on the 18th day of April, 1905, and denies that the motion for said revival was made on said day, but says that the motion to revive said judgment was filed on the 3rd. day of May, 1905, and said judgment was revived on the 13th day of May, 1905. He further says that the judgment and foreign execution set forth in this defendants answer and cross-petition is the first lien upon said premises, and prior to the lien of the said Uriah Cahill, Administrator.

Wherefore he prays the Court that his said judgment be made first lien upon said premises, and that out of the proceeds of the sale thereof he be first paid the amount of his said judgment and lien from the proceeds belonging to the said L. D. Worbs, and for the relief prayed for in his said answer and cross-petition, and, for all and such other relief as equity and the case may requires.

James B. Guthery, Surviving Partner.
By James McCampbell and Crissinger & Guthery.
His Attorneys.

The State of Ohio, Marion County, ss:
Fred E. Guthery, being first duly sworn, says he is one of the Attorneys of the petitioning defendant, and that the facts stated and allegations contained in the foregoing Reply are true as he verily believes.

Fred E. Guthery.

Sworn to by the said Fred E. Guthery and subscribed before me on this 24th. day of October, 1905.
(Seal). French Crow, Notary Public.
Marion Co., Ohio.

8421

On Jan. 9th. 1906, the following application for Exemption was filed.

L. D. Worbs,
Vs.
Isabel Cahill, et. al.

Court of Common Pleas,
Union County, Ohio.

The plaintiff says that he is a widower living with an unmarried daughter, a resident of the State of Ohio, and not the owner of a homestead, neither is the unmarried daughter the owner of a homestead. The plaintiff further says that he has no other funds from which to select $500.00 as exemption in lieu of a homestead, and asks that in the event that the claims of James B. Guthery surviving partner and Uriah Cahill, administrator, be allowed liens on the distributive share of the proceeds from the sale of the premises herein, he be allowed $500.00 therefrom as an exemption in lieu of a homestead,

D. M. Van Winkle, Atty. for Plaintiff.

8478, Petition.

On January, 11th. 1906, the following Entry was filed.

8421 Entry.

L. D. Worbs,
Vs.
Isabel Cahill, et. al.

Court of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing upon the issues raised by the petition, answer and cross-petition of James B. Guthery, the amended-answer of Uriah Cahill, Administrator of the estate of Laban H. Worbs, deceased, the reply of James B. Guthery, and the application for exemption of the plaintiff, L. D. Worbs; also the agreed statement of facts, and was argued by Counsel and submitted to the Court; on consideration whereof, the Court find that the plaintiff is not entitled to exemption, and that Uriah Cahill, as Administrator of the estate of Laban H. Worbs, deceased, is entitled to the sum of $582.95, now remaining in the hands of the Sheriff of Union County, as a credit upon the indebtedness of L. D. Worbs to the estate of Laban H. Worbs, deceased, as evidenced by the judgment rendered on May, 13th. 1905, and found recorded on Journal No. 20 page 260.

It is therefore ordered and adjudged by the Court that the costs of this proceeding taxed to be paid by Uriah Cahill, as said Administrator; and that said Sheriff pay to said Administrator said sum of $582.95

To all which findings and judgments of the Court the Plaintiff and James B. Guthery at the time excepted; and defendant Guthery gave notice of appeal, and the Court fixed bond at $100.00

Attest: Chas. E. Penhorwood, Clerk.
By Clara E. 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 said Court, at the April Term, A.D. 1906.
Be it remembered that on December, 18th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8478, Petition

Court of Common Pleas, Union County, Ohio. Dec. 18th. 1905. Petition.

Milton H. McCormick.
Vs.
Ann Boyd, Melville S. McCormick, Seldon R. McCormick, and Milton H. McCormick, administrator of the estate of Caroline McCormick- deceased.

Plaintiff says, that on the tenth day of December, A.D. 1905, one Caroline McCormick, a resident of Magnetic Springs in Union County, Ohio, died intestate, seized in fee simple of the following described real estate, to-wit:-
Situate in the County of Union, in the State of Ohio, in the Township of Leesburg, and in Military Survey No. 3696, and Bounded and described as follows, to-wit:-
Tract No.1- Out Lot No. 141 in the Village of Maple Dell; Beginning at a stone at the south east corner of Jonas Hales land; thence with the east line of said Hales land, North twenty-three (23) degrees, —— two Hundred (200) feet to a stake; thence South fifty-seven (57) degrees East One Hundred (100) feet to a stake; thence south twenty three (23) degrees, West two hundred (200) feet to a stake; thence North fifty seven (57) degrees West one hundred (100) feet to the Beginning, containing seventy-three (73) square poles, in Leeding & Browns Addition to said Village, and being the same premises described in the deed of James P. Brown and wife to Carrie K. McCormick -and Lizzie J. McCormick (said Carrie K. McCormick being the same person as Caroline McCormick, decedent herein) dated December 4th, 1883, Recorded Vol. 56 page 156, Union County Record of Deeds.
Tract No.2. Also another tract of land situated in said County, Township and State, and in said Village of Magnetic Springs. Commencing one Hundred and twenty-one (121) feet from north side of Magnetic Street in the center of the William Johns pike; thence North eighty-two and one-half (82½) feet; thence West in the direct line with Magnetic Street one hundred and thirty two (132) feet; thence South eighty-two and one half (82½) feet; thence East one hundred and thirty-two (132) feet to the place of beginning, containing forty-two (42) rods, more or less, and being the same premises conveyed to said Caroline McCormick by deed of
dated 1881, and recorded in Vol. 57 page 373, Union County Deed Records.
Also one other tract of land, situated in the County of Union, in the State of Ohio, and in the Village of Magnetic Springs, and bounded and described as follows, to-wit:
Beginning at the S.E. corner of a tract of land of five acres and 84 poles deeded to J.E. Northouse by N.D. Degood on the Will Johns

pike, running north in the center of said pike eight poles; thence west on parallel line with the south line of said five acres and 64 poles, ten rods; thence south on parallel line with said pike eight poles to the line of said five acres and 64 poles; thence east ten rods on said line to the place of beginning, containing one-half acre of land, with the exception of what the street on south side requires.

also one other parcel of land, situated in said County of Union, State and Village, conveyed by deed by Samuel Bordre and wife to Joseph Hann; and bounded and described as follows:

Lot E. on Rose Street, in said Village of Magnetic Springs, Ohio, and for a more definite description of said lot, reference is hereby made to the recorded Plat of said Village.

Said Caroline McConnick left as her next of kin the following persons, parties hereto, to-wit: Ann Boyd, a sister, who resides at Utica in Licking County, Ohio; the plaintiff, and the defendants Melville P. McConnick and Seldon R. McConnick, who were nephews of said Caroline McConnick, and the children and only heirs at law of William A. McConnick, deceased, a brother of said Caroline McConnick, and all of whom reside in Coshocton County, Ohio.

Said Caroline McConnick left personal property more than sufficient to pay all of her indebtedness.

The real estate hereinbefore described, on the death of said Caroline McConnick, descended to the plaintiff and to the defendants in the following proportions, to-wit: to the plaintiff the undivided one-sixth part thereof; to the defendant Ann Boyd, the undivided one-half part thereof; to the defendants, Melville P. McConnick and Seldon R. McConnick, each the undivided one-sixth part thereof.

Said Milton A. McConnick has been by the Probate Court of Union County, Ohio, duly appointed and qualified and is now the acting administrator of the estate of said Caroline McConnick, deceased.

The Plaintiff therefore, prays that a partition of the real property above described may be made by and under the direction of this Court between the said plaintiff and said defendants according to their respective rights and interests therein; that the interest of plaintiff be set off to him in severalty; that Commissioners be appointed by the Court for the purpose of making such partition; or, 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 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 their just rights therein, and that Plaintiff may have such other ruling as is just and equitable.

Converse & Converse
and E. W. Porter, Attorneys for Plaintiff.

State of Ohio, Coshocton County, SS:

Milton A. McConnick, being first duly sworn, says: that he is the plaintiff in the above entitled action, and that the facts

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8478
Summons.

8478.
Entry.

stated and allegations contained in the foregoing petition are true as he verily believes.

Milton H. McPomick.

Sworn to Before me and subscribed in my presence, this 18th. day of December, 1905.

(Seal). Frank E. Pomerene, Notary Public.

Precipe. To the Clerk:

Issue summons in the above entitled action to the Sheriff of Coshocton County, Ohio, returnable according to law, for the defendants (Melville P. McPomick and Seldon R. McPomick Indorse: "Action for Partition in Real Estate."

Pomerene & Pomerene and
E. W. Porter, attys. for Plaintiff.

Waiver of Summons.

The undersigned, Milton H. McPomick, as Administrator of the estate of Caroline McPomick, hereby waives the issuing and service of summons in the above entitled action and enters his voluntary appearance herein.

Milton H. McPomick, Administrator of
the estate of Caroline McPomick, dec'd.

On December, 18th. 1905, the following Summons was issued.

8478 The State of Ohio, Union County, To the Sheriff of Coshocton County:
Summons. You are hereby commanded to notify (Melville P. McPomick and Seldon R. McPomick, that they have been sued by Milton H. McPomick in the Court of Common Pleas of Union County and must answer by the 20th. day of January, A.D. 1906, or the petition of this said plaintiff will be taken as true and judgment rendered accordingly. — You will make due return of this summons on the 1st. day of January, A.D. 1906.
Witness my hand and the seal of said Court, this 18th day of December, A.D. 1905.

(Seal) Chas. P. Penhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Coshocton County, ss:
Received this writ Dec. 20th. A.D. 1905, at 9 o'clock, A. M, and served same by delivering personally to (Melville P. McPomick (on Dec. 20th-1905) a true and certified copy thereof with all the endorsements thereon. Also on Dec. 22nd. 1905, served the same on Seldon R. McPomick by leaving at his usual place of residence a true and certified copy of this writ.
Fees: $2.07

Hamilton Browning, Sheriff.

On April 2nd. 1906, the following Entry was filed.

8478. Milton H. McPomick. Court of Common Pleas,
Entry. vs. Union County, Ohio.
Ann Boyd, et. al.

On motion to this Court, by the Plaintiff, and good cause shown, it is ordered that the Sheriff, by the oaths of R. S. Gurney, Homer Waldron and J. S. Brown, three disinterested and

judicious freeholders of the vicinity, who are hereby ordered by the Court to act as Commissioners herein, to appraise the premises described in the petition, and to make partition, and to order a Writ of Partition to issue.

On April, 9th. 1906, the following Writ of Partition was issued

8478. Writ of Partition.

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 said County, at the April Term, A.D. 1906, in a certain cause No. 8478 now pending in said Court, wherein Milton H. McCormick is plaintiff and Ann Boyd, et. al. are defendants, you are commanded, that without delay by the oaths of R.S. Turney, Homer Waldron and J.S. Brown, 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 premises, situate in the County of Union, and State of Ohio, to-wit:- in the Township of Leesburg, and in Military Survey No. 8696, and bounded and described as follows, to-wit:- (for description of land see page 433, beginning in the line 22 of said page.) Among the persons named herein, and in the following proportions, to-wit:- To Milton H. McCormick, plaintiff, the undivided one-sixth part. To Ann Boyd, the undivided one-half part. To Melville P. McCormick, the undivided one-sixth part. To Seldon R. McCormick, the undivided one-sixth part. 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, 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 9th. day of April, 1906.

(Seal). Chas. P. Penhorwood, Clerk.
By Olive E. Penhorwood, Deputy.

Sheriff's Return.

As commanded by the foregoing Writ, I have executed the same by the oaths of R.S. Turney, Homer Waldron and J.S. Brown; 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 11th. day of April, 1906.
Fees, $4.40

D.S. Bolenbaugh, Sheriff.

Commissioners Report.

Milton H. McCormick
vs.
Ann Boyd, et. al.

Court of Common Pleas,
Union County, Ohio.

According to the command of the Writ of Partition hereto

8478 Entry.

annexed, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same as:- Tract No.1. Fifty ($50.00) Dollars.
Tract No.2. Fifteen Hundred ($1500.00) Dollars.
Tract No.3- Twelve Hundred ($1200.00) Dollars.
Given under our hands this 11th. day of April, 1906.
Fees: $3.10

R. P. Turney,
Homer Waldron, } Commissioners.
J. P. Brown, }

On April, 17th. 1906, the following Entry was filed
Court of Common Pleas,
Union County, Ohio.

8478
Entry.

Milton H. McConnick
Vs.
Ann Boyd, et. al.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same.

And it appearing that said estate can not be divided by metes and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises to-wit; in the sum of $50.00 for parcel No.1 and $1500.00 for parcel No.2, and $1200.00 for parcel No.3, the Court find the 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 Milton H. McConnick has elected to take said premises at their appraised value, the same are, upon payment by the said Milton H. McConnick of the said sum of $2750.00, hereby adjudged to him; and the Sheriff is ordered to convey said premises to him accordingly by deed in fee-simple.

It is further ordered that the Sheriff, out of the proceeds of the said sale pay —, First, to the Treasurer of Union County $17.33 being the taxes and penalty due on said several tracts of land.

Secondly, to the Clerk of this Court the costs of this action, including a Counsel fee of $75.00 to Pomerene & Pomerene and E. H. Porter, for their services herein, taxed at $121.29

Thirdly. And of the residue of the proceeds of said sale, to the plaintiff, Milton H. McConnick, one-sixth of the balance of the cash proceeds, to-wit, the sum of $435.23 - To the defendant Ann Boyd three-sixths of the balance of the cash proceeds, to-wit, the sum of $1305.69, and to Melville P. McConnick, and Debdon R. McConnick, each one-sixth of the balance of the cash proceeds, to-wit the sum of $435.23.

Attest; Chas P. Perkinswood, Clerk.
By Oliver E. Perkinswood, 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 January Term, 1906,

Be it remembered that on August, 4th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8440 Petition.

Court of Common Pleas,
Union County, Ohio.
Aug. 4th. 1905.
Petition.
Case, No. 8440.

Jay Laymaster,
vs.
Uriah Jolley, Ada Freeman, Edward Jolley, Mary Laymaster, Zilla Laymaster, Joseph O. Martin, Mary J. Yardley, Georgia Taylor, Martha Topp, Dell Yardley, Bertie Thomas, Katie Carter, E. B. Dockum, H. A. Dockum, Harry Adkins, Effie G. Crummey, John Boerger, and Martin Tyrrell, Defendants.

The plaintiffs says, that in the year 1867 one Joel Jolley died testate, and the owner of a farm in Logan County, Ohio, containing about 132 acres. That by the terms of his will the said Joel Jolley provided that said farm should go to his widow Drusilla Jolley for life and at her death it was to be sold and the proceeds equally divided among his six children, to-wit; Uriah Jolley, John Jolley, Eunice Jolley, Nancy Jolley, Martha Jolley and Lucy Jolley. Said will was admitted to probate and recorded and John Jolley appointed Executor. Said executor settled the estate of Joel and left the farm to the devisees under said will.

In the year 1869 Eunice Jolley was united in marriage to James R. Russell and in the year 1871 Uriah Jolley and John Jolley conveyed their interest in said farm to said James R. Russell, by their deeds duly executed.

In the year 1867 Lucy Jolley was joined in marriage to Madison Bozman and she shortly thereafter died leaving a will by which she devised her interest in said farm to her husband, and he sold it to one Dickinson.

In the year 1872 the said James R. Russell acting as agent for his wife Eunice, and for Martha Jolley, Nancy Jolley, Drusilla Jolley and Robert Dickinson, and in his own behalf entered into a contract in writing to sell said farm to Wm. Fisher for $6000.00 and in the year 1874 a deed was made by James A. Russell, Eunice Russell, Martha Jolley, Nancy J. Jolley and Drusilla Jolley to Wm. Fisher for 5/6 of said land and the life estate, for which the said Fisher paid $5000.

The consideration for said land was paid to said James R. Russell with the understanding that he should hold the same in trust for Drusilla Jolley and the devisees of Joel Jolley to be divided after the death of said widow according to the provisions of the will of Joel. The widow during her lifetime was to receive the interest and use of said consideration. After receiving said trust funds the said James A. Russell invested a part of it by buying lot No. 178 in the Village

of Marysville, for which he took a deed to himself was "received," meaning however to hold the same in trust for the use of said Drusilla Jolley during her life and then to be sold and the proceeds divided under the provisions of the Will of Jord Jolley. After said lot was purchased the widow Drusilla was put in possession, and she spent $400, of her own money in building an addition to the house for which she was to be reimbursed when the property was sold, or her heirs were to have the benefit of the same.

While in possession of said trust fund, and died, the said James R. Russell died, his death occurring on the 25th. day of March, 1874, he died intestate leaving Eunice his widow, and Lois his daughter, being his only heirs and legal representatives. Col. A. B. Robinson was appointed administrator of said James R. Russell and in the inventory the widow was allowed $600 for her years support, but the same was not paid. The administrator paid out $44.75 more than he received to settle the estate of James R. Russell and Eunice gave her note for the same, it was dated July, 13th. 1876.

The administrator of James R. Russell received of said trust fund in the hands of said James R. Russell at his death, the sum of $3644.28 which by the consent of all interested parties was then turned over to said Joseph P. Martin to hold in trust, the interest to be collected by said trustee and paid over to said Drusilla Jolley while she lived, and at her death to be paid to the parties entitled thereto. The said Joseph P. Martin was to keep this fund invested and care for it and pay the interest as aforesaid.

Martha Jolley, died in the year 1892 leaving a will by which she devised all her property, including her interest in said trust fund to her mother Drusilla Jolley.

Eunice Russell died intestate on the 23rd. day of October, 1876, and A. J. Carpenter was appointed her Administrator, who settled her estate paying her debts and funeral expenses, and on the 7th. day of December 1876 the said Lois Russell died intestate, and the expenses of her illness and funeral were paid out of the estate of her mother, as was the note Eunice had executed to settle the estate of her husband.

After the death of Lois, John Jolley died intestate leaving Ada Freeman his daughter and Edward Jolley his only children and heirs at law. Also after the death of Lois, Nancy Laymaster who was mother of the plaintiff and daughter of Jord Jolley, died intestate leaving the plaintiff, and Mary Laymaster and Zilla Laymaster her only children and heirs at law and legal representatives.

The said James R. Russell left the following brothers and sisters, to-wit: Mary Yardley sister: George Russell a brother who afterwards died intestate leaving Georgia Taylor his only child and legal representative. Martha A. Topp a sister. Sarah Yardley who afterwards died intestate leaving Dell Yardley her son, Bertie Thomas and Katie Carter her daughters, they being her only children and legal representatives.

Hattie V. Dockum a sister of James R. Russell who afterwards

died intestate leaving E. B. Dockum her daughter and H. B. Dockum her son, they being her only heirs and legal representatives, Katie Adkins a sister of James R. Russell who afterwards died intestate leaving Harry Adkins her only heir and legal representative. Effie Pummey a sister of James R. Russell. The above named parties being the only persons who have or claim any interest in said trust fund.

The plaintiff says that the trust deed above mentioned was made by Levi Longbrake and wife, to James R. Russell "as receiver" of the estate of Joel Jolley, deceased, and being for Lot No. 178 in the Village of Marysville, Union County, Ohio, reference being had to the Village Plat for further description, the consideration named in said deed is $300.00

The plaintiff says that his mother was the owner of one-fifth of said trust fund, in her own right was devisee of her father, Joel Jolley, and that she inherited another portion as the next of kin of Lois Russell, and that upon her death all her interest in said trust fund and said real estate descended as follows:- to the plaintiff one-third share of and to his sisters Mary and Zilla each one third part share of, and that the said Joseph P. Martin still has charge of the trust fund turned over to him by the said administrator of James R. Russell, but the said Martin is unable to safely pay the same out without an order of the Court finding the persons entitled to the same.

The plaintiff further says that during the month of July last the said Drusilla Jolley, widow of Joel Jolley died, and the time for the distribution of said trust fund and trust property has now arrived, and the plaintiff desires to recover his portion of the same.

The said John Borrger and Martin Tyrrell are tenants now in possession of said lot No. 178, having heretofore paid their rent to said Drusilla Jolley, but since her death have paid no rent.

The plaintiff prays that all the parties above named as defendants may be made to answer and abide the judgment and decision of the Court in regard to the distribution of said trust property, that the said Lot No, 178 may by the Court be ordered sold and converted into money and that all of said trust fund and property may be distributed to the persons entitled thereto under the order and direction of the Court, and that said Joseph P. Martin may be required to render an account of the money in his hands and pay the same as the Court may direct, that the said tenants of said Drusilla Jolley may be required to deliver up the possession of said premises and render an account for rent of the same since the death of said Drusilla Jolley, that the plaintiff may recover the part and portion due them, and for all such other and further relief as the nature of the case and equity may require.

J. L. Cameron, Atty. for Plaintiff.

The State of Ohio, Union County, ss.

Jay Laymaster, plaintiff being first duly sworn says that the facts stated and allegations made in his foregoing petition are true as he believes.

Jay Laymaster.

Sworn to before me and signed in my presence this 4th. day of August, 1905.

J. L. Cameron, Notary Public.

Waiver of Summons.

8440 Waiver.

Waiver.

Waiver.

Waiver.

8440

Waiver of Summons. The issuing and service of summons in the above case is hereby waived and our appearance entered, this 4th. day of August, 1905.
Joseph P. Martin.

On August 8th. 1905, the following Waiver was filed.
8440 Jay Laymaster - Court of Common Pleas,
Waiver. Vs. Union County, Ohio.
Uriah Jolley, et. al.
I, Uriah Jolley, one of the defendants in the above entitled cause, do hereby waive the issuing and service of summons and enter my appearance to said action, this day of Aug. 1905.
Uriah Jolley.

On August, 21st. 1905, the following Waiver was filed.
Waiver Jay Laymaster. Court of Common Pleas,
Vs. Union County, Ohio.
Uriah Jolley, et. al.
We hereby waive the issuing and service of summons upon us in the above entitled cause, and enter our appearance to the same, this day of August, 1905.
Adda J. Freeman.
John P. Berger.
Lucy P. Berger.

On September, 7th. 1905, the following Waiver of Summons was filed.
Waiver. Jay Laymaster. Court of Common Pleas,
Vs. Union County, Ohio.
Uriah Jolley, et. al.
We hereby waive the issuing and service of summons upon us, and enter our appearance to the above action.
Zella Laymaster,
Mary Laymaster.
Ettie B. Whitaker nee Dockum.
Harry A. Dockum, signed by L. A. Dockum.
Effie B. Prummey, By L. A. Dockum,
By right of Power of Atty.

On September, 9th. 1905, the following Waiver was filed.
Waiver. Jay Laymaster. Court of Common Pleas,
Vs. Union County, Ohio.
Uriah Jolley, et. als.
We hereby waive the issuing and service of summons upon us, in the above entitled cause and enter our appearance to the same.
Mrs. S. W. Taylor.
Edward Jolley.

On September, 18th. 1905, the following Waiver was filed.
8440 Jay Laymaster Court of Common Pleas,
Vs. Union County, Ohio.
Uriah Jolley, et. al.
We hereby waive the issuing and service of summons upon us and enter our appearance to the above action.
Pleasant A. Yardley Jr. Nettie A. Carter.
Albert E. Thomas.

8440. Jay Laymaster
Vs.
Uriah Jolley, et. al.

On September, 21st. 1905, the following Waiver was filed.
Court of Common Pleas,
Union County, Ohio.

I hereby waive the issuing and service of Summons upon me and enter our appearance to the above action.
Harry R. Atkins.

Waiver. Jay Laymaster.
Vs.
Uriah Jolley, et. al.

On September, 30th. 1905, the following Waiver was filed.
Court of Common Pleas,
Union County, Ohio.

I hereby waive the issuing and service of summons upon me and enter my appearance to the above action this 20th. day of September, 1905.
M. Y. Yardley.

8440. Waiver. Jay Laymaster.
Vs.
Uriah Jolley, et. al.

On October, 9th. 1905, the following Waiver was filed.
Court of Common Pleas,
Union County, Ohio.

I hereby waive the issuing and service of summons upon me and enter my appearance to the above entitled action, this 2nd. day of October, 1905.
Mrs. M. A. Lepp.

8440 Answer. 8440 Entry. Jay Laymaster.
Vs.
Uriah Jolley, et. al.

On November, 8th. 1905, the following Entry was filed.
Court of Common Pleas,
Union County, Ohio.

This day leave was granted defendants to file answer herein in 30 days, and cause continued.

On December, 9th. 1905, the following Answer was filed.

8440 Answer. Jay Laymaster.
Vs.
Uriah Jolley, et. al.

Court of Common Pleas,
Union County, Ohio.
Answer and Cross-Petition.

Georgia Taylor, Martha Topp, Dell Yardley, Belle Thomas, Katie Carter, E. B. Dockum, H. A. Dockum, Harry Adkins and Effie S. Pruner for their separate answer to the petition of plaintiff say:-

1- That they admit the allegations of said petition, and especially that the said James R. Russell and Emma Russell, his wife, each died as alleged in said petition, and that afterwards, to-wit on the 7th. of December, 1876, the said Lois Russell, their only child, and heir at law died intestate, and further, that said James R. Russell left brothers and sisters, or their children and legal representatives as therein alleged, and that these defendants say that they are said brothers and sisters or their legal representatives, and who are entitled on distribution as defendants are advised and charge, to seven-elevenths of that portion of said trust fund that descended to said Lois Russell, after the payment of all legal charges, expenses, and costs of Court on that behalf.

2- Defendants further answering say, that they consent to the sale of said real-estate, and to the distribution of said trust fund as prayed for in said petition, and ask that out of the proceeds of said sale, and in the distribution of said trust fund, that these answering defendants be adjudged to have seven-elevenths of said share inherited from said Lois Russell, deceased, after the payment of all necessary costs, charges, and expenses, and for all other, and further relief to which in law or equity they may be entitled.

E. W. Porter, Atty. for said above named Defendants.

State of Ohio, Union County, SS.

E. W. Porter, being duly sworn, says that he is the duly authorized Attorney of said defendants herein, and that the defendants are not residents of this County.

And further that the facts stated in the foregoing Answer are true as he believes.

E. W. Porter.

Sworn to by E. W. Porter before me and signed by him in my presence this 9th. day of December, A. D. 1905.

(Seal). Chas. C. Pankonwood, Clerk.

On December 9th. 1905, the following Answer was filed.

8440 Ray Laymaster
Answer. Vs.
Uriah Jolley, et. al.

Court of Common Pleas,
Union County, Ohio.
Answer of J. P. Martin.

The defendant J. P. Martin now comes and for his separate answer says,- That the estate of said James R. Russell, who had been trustee for said trust fund mentioned in the petition, was settled on or about the 13th. day of July, 1876, and the administrator desired to turn over the trust money so it might be kept invested and the interest applied to the purpose, mentioned in the will of Joel Jolley. The heirs of said Joel Jolley including said Eunice Russell then requested this defendant to undertake said trust and to receive said trust money and keep the same safely invested and collect the interest from year to year and pay said interest over to the said Drusilla Jolley as long as she lived.

Upon such request this defendant then consented to undertake said trust and did receive from the administrator of said James R. Russell the said sum of $3644.28 with the understanding that he was to be responsible for the same and keep it safely invested and collect the interest from year to year and pay said interest over to the said Drusilla Jolley as long as she lived.

This defendant says he has faithfully performed his trust; that he kept all of said fund invested until the year 1892, and paid the interest each year to the said Drusilla Jolley. That in the year 1892 Martha Jolley, one of the heirs died leaving a will, by the terms of which she gave all her interest in said fund to her mother, Drusilla Jolley. This defendant was appointed administrator of said Martha Jolley and the probate Court of this County fixed the amount of said Marthas interest in said fund at $911.07 which amount was then by order of the probate Court deducted from said fund, and paid over to said Drusilla Jolley after deduct-

ing the expenses of administration of said Martha Jolly's estate.
After said sum of $911.07 was deducted from said trust fund it left in the hands of this defendant the sum of $2733.21. This defendant continued to hold the Balance of said fund and keep the same invested and collected the interest thereon and paid the same over to said Drusilla Jolley until the time of her death, which occurred on the 19th day of June, 1905.
This defendant has paid to Lilla Laymaster on her share the sum of $229.00; To Mary Laymaster the sum of $125.00 and to Jay Laymaster the sum of $125.00 which sums are to be deducted from the shares of the last named parties in final distribution. The Balance of said fund now in the hands of said trustee is $2254.21 for which he is, and ever since the death of said Drusilla Jolley has been, ready to account and pay over to the parties entitled thereto.
This defendant says that there was no fixed sum that this defendant was to receive for his services as such trustee, but it was the understanding that he should have reasonable compensation, to be paid out of said fund after the death of said Drusilla Jolley. This defendant has faithfully discharged his trust and ever since said fund was placed in his hands he has been responsible for the same, and has carefully guarded the interest of all parties and he now asks the Court to fix and allow him a reasonable sum as compensation for his services in the premises, and to direct the manner in which the Balance shall be distributed, and for such further order in the premises as the nature of the case may require.

J. L. Cameron, Attorney for J. P. Martin.

The State of Ohio, Union County, SS:
J. P. Martin being sworn, says, the facts stated in his foregoing Answer are true as he believes.
J. P. Martin
Sworn to before me and signed in my presence this 4th. day of Dec. 1905.
(Seal). J. L. Cameron, Notary Public.

On January, 8th. 1906, the following Entry was filed.

8440 Entry.

Jay Laymaster.
vs.
Court of Common Pleas,
Union County, Ohio.
Trial Jolley, et. als.

This day came the parties by their Attorneys and submitted this cause to the Court upon the pleadings and evidence; Our consideration whereof, the Court being fully advised in the premises finds that the facts stated by the plaintiff in his petition are true, except that the name of Martha Topp, should be Martha A. Topp, and the name Bell Yardley should be Pleasant Adelbert Yardley, the name of Katie Carter, should be Kittie Ee. Carter and the name of Bertie Thomas should be Alberta Ee. Thomas, which corrections the Court orders made upon the records hereof. The Court further finds that all parties interested in said trust fund have been duly notified and that they have each entered their appearance herein and are now properly before the Court; The

8440 Order of Sale.

Court further finds that the real estate mentioned in the petition, to-wit: Lot No. 178 in the Village of Marysville, County of Union and State of Ohio, was purchased with the trust fund as stated in the petition and that said James R. Russell held the same in trust as alleged and set forth. The Court further find that said real estate was to be held, and said trust fund kept together until the death of said Drusilla Jolley and then to be disposed of according to law and the rights and equities of the parties entitled thereto, and that said Drusilla Jolley is now deceased as set forth in the petition and the time has arrived for the distribution of said estate to the persons entitled thereto. The Court finds that said Joseph P. Martin has now in his possession the money ed portion of said trust fund as set forth in his answer herein, and that it will be for the best interests of all parties that he be appointed a special master Commissioner to sell said real estate and convert the same into money, to be added to the funds already in his hands, and the whole distributed to the persons entitled thereto, and for that reason an order of sale should issue to him as such special master Commissioner, in place of the Sheriff of this County.

It is therefore Considered, ordered and decreed by the Court that an order of sale issue to said Joseph P. Martin, who is hereby appointed a special master Commissioner for that purpose, commanding him to cause said lands and tenements to be appraised by the oaths of George L. Sellers, Walter Otte and Ralph Bonnett, who are hereby appointed appraisers for such purpose, and that an order of sale issue to said special master Commissioner commanding him to sell said real estate to the highest and best bidder, after giving three weeks notice of such sale in a newspaper of this County, and that said real estate be sold for not less than two-thirds of its appraised value, and that the terms of sale by cash in hand. And of his proceedings in the premises the said Joseph P. Martin shall make due return, without unnecessary delay; and that the proceeds of said sale be brought into Court to await the further order here of.

On February, 3rd. 1906, the following Order of Sale was filed.

8440
Order of Sale.

Court of Common Pleas of Union County, Ohio.
Order of Appraisement and Sale of Real Estate in Equity.
To Joseph P. Martin, Special Master Commissioner, Marysville, Union County - Greeting:
In pursuance of an order and decree of the Court of Common Pleas, within and for the County of Union and State of Ohio, made on the 8th. day of January, A.D. 1906, in a certain cause wherein Jay Laymaster is Plaintiff and Uriah Jolley and others are defendants No. 8440, you are appointed a special master Commissioner, and as such are commanded that by the oaths of George L. Sellers, Walter Otte and Ralph Bonnett, disinterested persons of the vicinity, and upon actual view of the

premises in the petition described, you cause a just valuation and appraisement in money to be made, and when so appraised you cause the said premises to be advertised for three consecutive weeks in a newspaper of said County, giving notice of the time and place of sale, and that you sell said premises not less than two-thirds of the appraisement; the terms of sale to be cash. Said premises are described as follows:

Situate in the township of Paris, County of Union and State of Ohio, and in the Village of Marysville, and being all of the Lot Numbered One Hundred and Seventy-Eight (178) as shown on the plat of said Village.

And it is further ordered, that you make due return of your proceedings herein, forthwith, upon the execution of this order.

Witness my hand and the seal of said Court, this 9th. day of January, A.D. 1906.

(Seal). Chas. P. Pendorwood, Clerk.

Oath of Appraisers.

The State of Ohio, Union County, SS:-

Be it remembered, that on the 9th. day of January, A.D. 1906, before me the undersigned authority in and for said County, personally came Ralph Bonnell, Walter Otte and George L. Sellers within named appraisers, and made solemn oath that they would, upon actual view, honestly and impartially appraise the real estate described in the foregoing order.

Walter M. Otte,
George L. Sellers.
R. D. Bonnelle. } Appraisers.

Sworn to before me and signed in my presence this 9th. day of January A.D. 1906.

(Seal). Chas. P. Pendorwood.
Clerk, Court Common Pleas.

Appraisers Report.

In obedience to the foregoing order, after being first duly sworn, and upon actual view of the premises in the foregoing order described, we, the undersigned appraisers do estimate the value of said real estate at $1375.

Walter M. Otte.
George L. Sellers. } Appraisers.
R. D. Bonnelle.

Masters Commissioners Report of Appraisement and Sale.

In pursuance of the foregoing order, I caused said premises to be appraised, and gave notice of sale by publication in the Marysville Tribune, a newspaper printed in the said County of Union and of general circulation therein, for at least three consecutive weeks prior to the 3rd. day of February, A.D. 1906 and on that day at one o'clock P.M. at the north door of the Court House in Marysville, Ohio, in accordance with said notice I offered said real estate for sale at public auction and thereupon came John M. Nicol, who bid for said premises the sum of $980.00 which being the highest and best bid that was offered, and more than two-thirds of the appraised value

8440 Legal Notice.

8440 Entry.

of said premises, I then and there publicly sold and struck off the same to said, John M. Nicol. Terms of sale Cash.

Joseph P. Martin.
Special Master Commissioner.

On February, 3rd. 1906, the following Legal Notice was filed.

8440
Legal Notice.

Master Commissioners Sale.

Jay Laymaster. vs. Uriah Jolley, et. als.

Court of Common Pleas,
Union County, Ohio.
Order of Sale of Trust Property.

By virtue of an order of sale directed to me as Special Master Commissioner, By 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, 3rd. 1906, at or about the hour of one o'clock p.M. on said day, the following described real estate to-wit:- Situate in the township of Paris, County of Union and State of Ohio, and in the Village of Marysville, and being all of Lot Number 178, bounded north by Fifth Street and east by Chestnut Street, as shown on the recorded plat of said Village.

Terms of sale - Cash, Appraised at

Joseph P. Martin,
Special Master Commissioner.

Proof of Publication.

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 three consecutive weeks on and next after January 10th. 1906, 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 3rd. day of February, A.D. 1906.

Printers fees, $7.00 (Seal) Chas. P. Pendorwood, Clerk.

On February, 3rd. 1906, the following Entry was filed.

8440
Entry.

Jay Laymaster. vs. Uriah Jolley, et. al.

Court of Common Pleas,
Union County, Ohio.

This cause came on to be heard on the report of Joseph P. Martin, special Master Commissioner, of his proceedings and sale under the former order for such sale issued to him in this case. And the Court being satisfied that the said sale has, in all respects been fairly made and that the same is in conformity to law and the orders of this Court, do therefore approve and confirm the same, and the said Joseph P. Martin as such special Master Commissioner, as ordered to make to the purchaser a deed in fee simple for the premises so sold. And a Writ of possession is awarded to said purchaser.

And coming now to make final distribution of the proceeds of said sale and said trust funds now in the hands of said Joseph P. Martin, as shown by his answer herein, and which

answer the Court finds in all respects to be true; the Court finds and makes decree as follows:

That the original amount of money placed in the hands of said Joseph C. Martin as such trustee was $3644.28 to which is to be added the sum of $980.00 received from the sale of said real estate making a sum total to be accounted for of $4624.28

The Court finds that after said real estate was in the hands of the first trustee, the said Drusilla Jolley at her own expense put an addition to the house at a cost to her of $400, and that her estate should now receive out of said trust funds by reason of said improvement the sum of $200.00

That Martha Jolley, one of the parties interested in said trust fund died leaving a will by the terms of which she left all her property to her mother, the said Drusilla Jolley, and that by order of the probate Court of this County, the said trustee paid out of said trust fund to said Drusilla Jolley the sum of $911.07 which was an overpayment of $41.41 which last named sum should come out of said $200, allowed to the estate of said Drusilla Jolley. The Court further finds that said trustee has paid to the plaintiff Jay Laymaster to be applied on his share the sum of $125, and to Lilla Laymaster the sum of $229.00 and to Mary Laymaster the sum of $125, The Court further finds that said Joseph C. Martin has been acting as such trustee since the year 1876, and that he has faithfully kept and saved said funds, paying the yearly interest thereon to the said Drusilla Jolley, and that he should be and he is allowed the sum of $5.00. for his compensation as master Commissioner and trustee, said sum to cover all his services herein. The Court further finds that J.L. Cameron has been acting as Attorney for said trustee, and that his services are reasonably worth the sum of $300, and he is allowed the same which shall cover all claims for services herein; that said Edward W. Porter has rendered assistance in adjusting said trust and his services are reasonably worth the sum of $100, and he is allowed the same to be paid out of such trust fund. The Court order that the costs and expenses of this proceeding amounting to $44.90 be paid; also the taxes on said real estate amounting to $62.80. That said Joseph C. Martin retain for his services as aforesaid $5.00, that he pay to J.L. Cameron for his services the sum of $300.00 and to E.W. Porter the sum of $100.00 That he pay to Jay Laymaster, plaintiff the sum of $289.88 less the sum of $125.00 already received by him; and to Lilla Laymaster the sum of $289.89 less the sum already received by her, and to Mary Laymaster the sum of $289.89 less the sum already received by her, and to Uriah Jolley the sum of $186.35, and to Ada Freeman the sum of $93.18 and to Edward Jolley the sum of $93.17 and to Mary J. Yardley $186.36 and to Georgia M. Taylor $186.36 and to Pleasant Adelbert Yardley $62.12 and to Albert E. Thomas $62.12 and to Nettie E. Carter $62.12 and to Martha A. Upp $186.36 and to Ettie B. Dockum (Whitaker) $93.17 and to Harry A. Dockum $93.18, and to Harry R. Atkins $186.35 and to Effie G. Crummey $186.36

And with the consent of the heirs of Drusilla Jolley, it is

ordered that said Trustee apply the said sum of $200.00 allowed to the estate of Drusilla Jolley as follows:
Pay Dr. A. B. Swisher $2.00, Dr. J. L. Southard $2.00 H. W. Morey Co, $35.00 Aust. due guardian of Drusilla $47.00 due Trustee for money overpaid from Martin's estate $41.36; the balance to be applied to placing a monument to the grave of said Drusilla Jolley.

The Court further finds that $104.00 of the money already paid to Zilla Laymaster was used to pay debts and funeral expenses of her mother, and that Jay Laymaster and Mary Laymaster should each be charged with one-third thereof; which makes the sum still to be paid to Zilla Laymaster $130.00 and to Jay Laymaster $130.00 and to Mary Laymaster $130.00.

Attest: Chas. F. Penhorwood, Clerk.
By Olive E. 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 said Court at the April Term, A.D. 1906.
Be it remembered that on February, 15th. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8491 Petition.

Florence Judd, Plaintiff. vs. Harley Judd, - Defendant.

Court of Common Pleas, Union County, Ohio. Feb. 15th. 1906.

Plaintiff says for her causes of action,
1st. That she 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.
2nd - That the plaintiff and defendant were married August. 31 st, 1901 at Richwood, Ohio. No children were born of said marriage.
3rd.- The defendant has been guilty of gross neglect of duty towards the plaintiff in that he failed to support and properly provide for the plaintiff the necessities of life for more than three years last past, he being able to do so.
4th- The defendant was guilty of extreme cruelty towards the plaintiff in that he struck plaintiff with his open hand on the day of September, 1904 in the face.
5th. Defendant has been guilty of adultery, with whom, time and places of which the plaintiff can not say but in July, 1904.
Plaintiff has been a dutiful wife and not at fault.
Plaintiff asks that she be decreed a divorce from plaintiff and such further relief as equity may require.

H. V. Spicer, Atty. for Plaintiff.

State of Ohio, County of Union SS;
Florence Judd being duly sworn says that the facts and allegations made in the above pleading are true as she verily believes.

Florence Judd.

Subscribed to and sworn before me this 14th. day of February, 1906.
(Seal). H. V. Spicer, Notary Public.

Precipe. Clerk will issue summons and copy of this petition for the defendant to the Sheriff of Wood County; defendant lives near N. Baltimore with Benj. Judd.

H. V. Spicer, Attorney for Plaintiff.

On February 15th. A.D. 1906, the following Summons was issued.

8491 Summons.

Summons in Action for Divorce.

The State of Ohio, Union County, SS:-
To the Sheriff of the County of Wood-
You are commanded to notify Harley Judd, that Florence Judd 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 now him) charging him with gross neglect and cruelty, 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 said

8491 Entry.

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after the service of this writ,
You will make due return of this summons, on the 26th day of February, A.D. 1906, Witness my hand and the seal of said Court at Marysville, Ohio, this 15th. day of February, A.D. 1906.
(Seal). Chas. P. Penhorwood, Clerk.
By Olive E. Penhorwood, Deputy.

Sheriffs' Return.
Received 9 o'clock A.M., on the 15th day of February, A.D. 1906, and on the 17th day of Feb. A.D. 1906, I served the same upon the defendant by delivering to him personally a true copy thereof together with a certified copy of the petition in this case.
Fees: $3.55. W. S. Reece, Sheriff.

8491 Entry.

On April 3rd. 1906, the following Entry was filed.
Florence Judd. Court of Common Pleas,
Vs. Union County, Ohio.
Harley Judd,
This cause came on this day to be heard upon the petition and the evidence, the defendant being in default for answer and demurrer, having been duly served with summons and a copy of the petition herein.
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 thereto were married as in said petition set forth.
The Court further find, upon the evidence adduced that the defendant has been guilty of gross neglect of duty and extreme cruelty and 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 Florence Judd and Harley Judd be, and the same hereby is, dissolved, and both parties are released from the obligations of the same; and that the plaintiff pay the costs of this action.

Attest: Chas. P. Penhorwood, Clerk.
By Olive E. Penhorwood, Deputy.

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Oleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District, of the Court of Common Oleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, at the April Term, A.D. 1906.

Be it remembered that on January, 25th. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8484 Petition.

Frank M. Holt - Plaintiff.
vs.
Lelah M. Holt - Defendant.

Court of Common Oleas,
Union County, Ohio.
Jan. 25th. 1906.

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

That on the 12th. day of October, 1904 he was married to the defendant. The plaintiff has always conducted himself properly as a husband, and fully performed his duties as such.

That the said defendant has been and is guilty of gross neglect of duty and has neglected and refused to abide and perform her duties as a wife, in this to-wit:

The defendant has never since said marriage permitted the plaintiff to have sexual inter course with her, alleging as her reason that she did not want to bear and be burdened with children. The plaintiff treated her kindly and tried to overcome her aversion to children, and be a wife to him, but she neglected and refused, and would not consummate her marriage vows by having sexual intercourse with the plaintiff, or treating him as a husband in that regard.

For a while after said marriage the plaintiff and defendant lived in the same house with her parents, but plaintiff subsequently bought and and established a home near the defendants parents in this County, but the defendant would frequently go to her parents and reluctantly return to plaintiffs' home, and finally on the 22nd. day of April last the defendant refused to live in the same house with plaintiff and returned to her parents and no importunity of the plaintiff could induce her to return to him. The defendant has neglected and refused to live in the same house with plaintiff ever since the month of April last, and still insists she will not live with him or treat him as a husband. The plaintiff says that this neglect and misconduct on the part of the defendant has not been caused by any act of his; that he has suffered the neglect and indifference of the defendant and tried to persuade her to perform her marriage vows, and treat him as a husband, but having failed in this he now comes to the Court here asking that he be released from said marriage contract.

Wherefore the plaintiff prays the Court, that a hearing may be had hereon and that upon such hearing he may be granted a divorce from the defendant and for all such other and further relief as the nature of the case may require.

8484. Cross-Petition.

8484 Entry.

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J. L. Cameron, Atty. for Plaintiff.

Precipe. The Clerk will issue summons and copy of the petition to the Sheriff of Union County, Ohio, returnable according to law.

J. L. Cameron, Atty. for Plaintiff.

On January, 25th, 1906, the following Summons was issued.

Summons in Action for Divorce.

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

You are commanded to notify Lelah M. Holt that Frank M. Holt 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 5th. day of Feb, A.D. 1906. Witness my hand and the seal of said Court at Marysville, Ohio, this 25th. day of January, A.D. 1906.

(Seal). Chas. P. Pentecost, Clerk.
Clive E. Pentecost, Deputy.

Sheriffs Return.

Received 5 o'clock P.M. on the 25th day of Jan. A.D. 1906, and on the 26th day of Jan. A.D. 1906, I served the same upon the defendant by personally handing her a true copy thereof together with a certified copy of the petition in this case.

Fees; ~~$~~ 8.18

D. S. Bolenbaugh, Sheriff.

On April, 17th. 1906, the following Cross-Petition was filed.

8484. Cross-Petition.

Frank M. Holt, - Plaintiff.
Vs.
Lelah M. Holt -

Court of Common Pleas, Union County, Ohio.

Cross-Petition.

Now comes the defendant, Lelah M. Holt, and admits that she was married to the plaintiff as alleged in his petition, and admits that she is now living seperate from him.

Defendant prays that if a divorce be granted to plaintiff, as prayed by him, that she may be restored to her maiden name of Lelah M. Clark.

Lelah M. Clark,
By Hoops & Robinson her Attorneys.

On May, 1st. 1906, the following Entry was filed.

8484 Entry.

Frank M. Holt.
Vs.
Lelah M. Holt,

Court of Common Pleas, Union County, Ohio.

Entry.

This day this cause came on to be heard upon the pleadings and evidence, and upon due consideration thereof, the Court finds 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 decree as prayed for. The Court also find that the residence of the plaintiff and defendant for more than the year

last past has been within the said County of Union and State of Ohio, and that the parties were married at the time stated in the petition.

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

It is further ordered that the defendant be and she is restored to her maiden name of Lelah M. Clark.

Attest: Chas. P. Pendergrass, 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 Honorable Duncan Dorr, Judge of said Court at the April Term A. D. 1906.

Be it remembered that on March, 3rd. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8499 Petition.

Court of Common Pleas,
Union County, Ohio.
March, 3rd. 1906.

Elva Ruggless,
Vs.
Nathan Ruggless,

The plaintiff says that she is a bona fide resident of Union County, Ohio, has been a permanent resident of the State of Ohio for the year last past.

The plaintiff further says that on the 24th. day of October, 1900, at Terre Haute Indiana, she was married to the defendant and that Kenneth Harper Ruggless was born October, 13th. 1901- as the issue of such marriage, and is living with the plaintiff.

The plaintiff further says, that on May, 2nd. 1902, the Defendant Nathan Ruggless, left the plaintiff, without cause, to parts unknown to said plaintiff and that she has never heard from him either directly or indirectly since; and that the defendant has been willfully absent from plaintiff for more than three years last past. and wholly disregarding all marital duties.

The plaintiff further says she has been compelled to work out by the week to make a living for her self and boy, and has no other means of support- And that she has always performed her marital duties to said defendant.

The plaintiff therefore prays that she may be divorced from said defendant. and that the Court may decree to her the custody of the Boy- and for all other proper relief.

Robinson & Woodburn,
Attorneys for Plaintiff.

The State of Ohio; Union Co. SS:.

Elva Ruggless, being duly sworn says, the facts and allegations stated in her foregoing petition are true as she verily believes.

Elva Ruggless.

Sworn to and subscribed before me this 3rd. day of March, 1906.
(Seal). Chas. P. Pendergrass, Clerk.

On April, 18th. 1906, the following Legal Notice was filed.

8499 Legal Notice.

Legal Notice.

Nathan Ruggless, whose residence is unknown will take notice that on the 3rd. day of March, 1906, in the Court of Common Pleas, Union County, Ohio, Elva Ruggless filed her petition against the said Nathan Ruggless praying for divorce from him and custody of her child, - grounds willful absence for more than three years.

The said Nathan Ruggless is required to answer the petition in said action on or before April, 12th, 1906.

Elva Ruggless.

By Robinson & Woodburn,
Attorneys for Plaintiff.

Proof of Publication.

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 after March, 7th, 1906, 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 18th. day of April, A.D. 1906.

Printer's fee $4.00 (Seal). Olive E. Penhorwood, Deputy Clerk.

8499 Entry.

On May, 4th. 1906, the following Entry was filed.

Court of Common Pleas,
Union County, Ohio.

Elva Ruggless -
vs.
Nathan Ruggless.-

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 the petition of plaintiff; and thereupon this cause came on for hearing upon the petition and the evidence, on consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties were married as in said petition set forth; and that the cause of complaint arose in the State of Ohio.

The Court further find from 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 Elva Ruggless, and Nathan Ruggless 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 minor child, Nathan Harper Ruggless be, until further order, confided to the plaintiff exclusively, and that the plaintiff pay the costs of this action.

Attest:- Chas. P. Penhorwood, Clerk.
By Deputy.

8465 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 said Court, at the January Term, A. D. 1906.
Be it remembered that on October, 14th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8465 Petition.

Mabel Whisner,
Vs.
Thomas Whisner.

Court of Common Pleas,
Union County, Ohio.

The Plaintiff says:
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 the said County of Union, and State of Ohio.
Second- That on or about the Third day of November, A. D. 1895, at Plain City, Ohio, in the County of Madison, she was married to the defendant, and that ever since she has conducted herself toward the defendant as a faithful and obedient wife, during marriage three children were born, viz: Ora, Naomi and Erdine, ages, 9- 8- 6, respectfully.
Third: The defendant disregarding his duties as a husband, has been wilfully absent from this plaintiff more than Six years last past, without any just cause or justification whatever so far as this plaintiff is concerned, That this plaintiff has no means of support only by her own exertions and help of her friends, and that she has worked out by the week and maintained herself and two children Naomi and Erdine for more than six years last past and that the defendant has wholly failed to provide this plaintiff a home or contributed one cent for the support of this plaintiff and her two children for more than six years last past.
Four: Plaintiff therefore prays that she may have the custody of the two children, Naomi and Erdine, and be decreed a divorce from this defendant.

D. E. Thornton,
Attorney for Plaintiff.

State of Ohio, Madison County.
Mabel Whisner first being duly sworn says that the facts stated in her foregoing petition are true as she verily believes.

Mabel Whisner.

Sworn to before me this 13th day of October, A. D. 1905.
(Seal) D. E. Thornton, Notary Public.

Precipe

To Clerk: Issue summons on the within petition directed to the Sheriff of Madison County, Ohio, with copy of petition.

D. E. Thornton, Atty. for Plaintiff.

Summons.

On October, 14th. 1905, the following Summons was issued.

Summons in Action for Divorce.

The State of Ohio, Union County, ss: To the Sheriff of the County of Madison-
You are commanded to notify Thomas Whisner that Mabel Whisner 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 here-

with servd on him) charging him with wilful absence &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 23rd. day of
October, A.D. 1905. Witness my hand and the Seal of said Court at
Marysville, this 14th. day of October, A.D. 1905.

(Seal) Chas. P. Pendergrood, Clerk.

Sheriff's Return. Received 6 o'clock, P.M. on the 16th. day of October, A.D. 1905, and on the 20 day of October, A.D. 1905, I served the same upon the defendant by leaving at the usual residence of the defendant Thomas W Risner, a true Copy thereof together with a certified copy of the petition in this case.

Fees: $4.10

C. A. Wilson, Sheriff.
By E. W. McCormack, Deputy.

On January, 11th. 1906, the following Entry was filed.

8465 Entry.

Mabel W Risner -
Vs.
Thomas W Risner -

Court of Common Pleas,
Union County, Ohio.

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

The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the defendant is guilty of wilful absence for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mabel W Risner and Thomas W Risner be, and the same is hereby dissolved and both parties are released from the obligations of the same, and that the plaintiff have the custody of her said children as prayed for in her petition.

Attest: Chas. P. Pendergrood, Clerk.
By Olive E. Pendergrood, Deputy.

8524. 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 said Court, at the April Term, A.D. 1906.
Be it remembered that on April, 18th. 1906, the following Petition was filed with the Clerk of said Court, do-wit:-

8524. Petition.

Flint and Walling Manufacturing Company; duly incorporated under the laws of Indiana - Plaintiff.
Vs.
A. E. Knox - Defendant.

Court of Common Pleas, Union County, Ohio.
April, 18th. 1906.
Petition.

The Plaintiff says that it is a company duly incorporated under laws of the State of Indiana and doing business at Kendallville in the State of Indiana, this its action is founded upon a promissory Note, of which the following is a copy, with all the credits and indorsements thereon :- Raymond O. Feb. 5th. 1903. $96.31/100 April, 15th. after date, for value received we or either of us promise to pay to the order of Flint and Walling Manufacturing Co. (a Corporation) Ninety-Six 31/100 with interest thereon at the rate of 6 per centum per annum payable annually; any unpaid installments of interest to bear interest until paid at the same rate of interest as the principal sum; & said principal sum & each installment of interest thereon to be payable at Union, Marysville, Ohio,- Demand for payment Notice of non-payment, and protest are hereby waived, and I do hereby authorize any Attorney at Law to appear for me in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, to waive the issuing and service of process against me and confess judgment in favor of the legal holder of the above against me for the amount that may then be due, with interest at the rate therein mentioned, and cost of suit; and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.
Witness our hands and seals.
This Note to become due on removal of the maker from the place where he at this date resides. P.O. Raymond, Ohio.
A. E. Knox. (Seal).

There is due to plaintiff from the defendant on said Note, the sum of One Hundred Seventeen & 8/100 ($117.8/100) Dollars, which it claims with interest from the 17th day of April, A.D. 1906. at 6 per cent. per annum, and for which with costs of suit it asks judgment against the Defendant.

L. Piper, Attorney for Plaintiff.

The State of Ohio, Union County, ss:
L. Piper, being sworn, says that the Plaintiff is a non resident of this County & that affiant is the Attorney for plaintiff and duly authorized in the premises and that the facts stated and allegations in said Petition are, as affiant believes, true.

L. Piper.

Sworn to before me and signed in my presence, this 18th. day of April, A. D. 1906,

(Seal). Chas. P. Penhorwood, Clerk.

Filed April, 18th. 1906, the following Answer was filed.

8524 Answer.

Flint & Walling, Mfg. Co. vs. A. E. Knox. } Court of Common Pleas, Union County, Ohio.

Answer.

The defendant A. E. Knox, By Edward W. Porter, his Attorney, and an Attorney at Law of record in this Court, duly authorized thereto by the Warrant of Attorney embraced in the Note sued on in this suit, and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters his appearance therein; and said Defendant by Edward W. Porter said Attorney duly authorized as aforesaid, says that he cannot gainsay or resist the facts stated and allegations in the petition of Plaintiff herein filed against him, but acknowledges and confesses the same to be true, and says that he is indebted to the Plaintiff on the said note in 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 Seventeen 8/100 Dollars, bearing interest at 6 per cent. per annum, and therefore, for that sum, with interest from April, 18th. at 6 per cent. per annum and accruing costs he confesses judgment in favor of the Plaintiff, and waives and releases all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error thereto.

E. W. Porter.
Attorney for Defendant.

Filed April, 18th. 1906, the following Entry was filed.

8524 Entry.

Flint & Walling, Mfg. Co. vs. A. E. Knox. } Court of Common Pleas, Union County, Ohio.

Judgment by Confession for $117.08

This day came the Plaintiff by L. Piper, its Attorney, and filed his Petition against said Defendant, and thereupon Edward W. Porter an Attorney-at-Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said Defendant, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendant, waived the issuing and service of process, entered the appearance of said Defendant therein, and acknowledging that said Defendant did owe and was indebted unto the Plaintiff, as he has in his petition alleged by virtue of said Warrant of Attorney confessed that there was due from said Defendant to said Plaintiff, on said indebtedness, the sum of One Hundred Seventeen and 8/100 Dollars, bearing interest at 6 per cent. per annum, and that said Plaintiff ought to recover of said Defendant, a judgment for that sum. It is therefore considered by the Court

here that the said Flint and Walling Manufacturing Company, Plaintiff, do recover of the said A. E. Knox, Defendant, the sum of One Hundred Seventeen & 8/100 ($117, 08/100) Dollars, so confessed, as aforesaid, with interest from April, 17th. at 6 per cent. per annum, and also costs in its behalf expended & to be ——, and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings petitions and writs of error thereon, are by said Defendant waived and released.

Attest: Chas. P. Penhorwood, Clerk.
By Olive E. 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 said Court, at the January, Term, A.D. 1906. Be it remembered that on August, 2nd. 1904, the following Petition was filed with the Clerk of said Court, to-wit:-

8332 Petition

J.S. Spurrier and B.M. Lovell,
vs.
Charles R. Smith, J. A. Phillips,
The Northern National Bank of Toledo, Ohio,
H. Isabel Cummings, Fannie D. Cummings,
Howard Ex. Bell, Henry T. Stevenson and Bell
Brothers and Stevenson - Defendants.

Court of Common Pleas,
Union County, Ohio.
Aug. 2nd. 1904.
Petition.

Plaintiffs say that Bell Brothers and Stevenson is a co-partnership composed of Howard Bell and Henry T. Stevenson, organized for the purpose of selling and buying real estate and doing a general business of buying and selling real estate as agents; that the defendants, Charles R. Smith, J. A. Phillips, The Northern National Bank of Toledo, Ohio, H. Isabel Cummings and Fannie D. Cummings, and the defendants, Howard Ex. Bell, Henry T. Stevenson and Bell Brothers and Stevenson, claiming to act as agents for the afore mentioned defendants, Charles R. Smith, J. A. Phillips, The Northern National Bank of Toledo, Ohio, H. Isabel Cummings and Fannie D. Cummings, on or about the 27th. day of March, 1902, in consideration of $25,000.00 which plaintiffs agreed to pay to defendants for the fulfillment of a contract hereinafter mentioned, agreed by contract in writing, to sell and did sell to the plaintiffs eight separate and distinct parcels of land, situate in the Township of Allen and Liberty in the County of Union and State of Ohio, and described as follows;

Description of land.

On the waters of Darby and being part of Military Survey No. 3157, Beginning at a stake in the center of the Marysville and Bellefontaine road in the line of the Armstrongs and Phillips land; thence with said land South 54 3/4 W. 187.60 poles to a stake; thence with the northerly line of division No. 2, North 52 1/2 West 87 poles to a stake; thence with the line of division No. 3. North 37 1/2 East 126 poles to a stake corner to division No. 3, in the center of said Marysville and Bellefontaine road; thence with the center of said road South 72 1/2 East 153 poles to the beginning, containing 105 1/2 acres more or less.

Parcel No. 2- Being part of Military Survey No. 3157.
Beginning at a stake most westerly corner to the town of Pottersburg in the South East line of the A. T. & S. W. railway; thence with the North Easterly line of said town South 52 1/2 East 38 poles to a stake, North 37 1/2 East 20 feet to the most easterly corner of lot No. 12 in said town corner to division No. 6; thence with the line of said division North 37 1/2 East 126 poles to a stake corner to division No. 6 in the Marysville

and Bellefontaine road; thence with the center of said road North 72 1/2 West 40.40 poles to a stake in the South East line of said railroad; thence with said line South 37 1/2 West 113 poles to the Beginning. Containing 28 1/4 acres more or less and being lot No. 3, on the plat made by A. S. Morey, County Surveyor.

Parcel No. 3. Beginning at a stone, ash, hickory and the Southeasterly corner to Survey No. 158 and the Northerly line of Survey No. 3151; thence with said line North 55 1/2 East 110 poles to a Stake in the center of the Bellefontaine and Marysville state road; thence with the center of said road South 72 3/4 East 67.60 poles to a stake in Westerly line of the A. & S. W. railroad Company. (now the N. Y. P. & O. railroad); thence with said line South 37 3/4 West 154.60 poles to a stone in the center of the Hale and Williams road; thence with the center of said road North 49 West 18.28 poles to a stone; thence continuing with the center of said road North 34 3/4 West 84.21 poles to the beginning. Containing 66 acres and 132 poles more or less, excepting a right of way for rail-road street, Wilson Alley, Phillips alley, Cline alley and Armstrong alley in W. Armstrong's addition to the Town of Pottersburg and excepting a right of way for all legal highways and also excepting lots No. - 8 - 10 - 11 - 12 and 14 in said addition to Pottersburg heretofore sold to Willis Epps, Jonas Cline, John Parmer, Lary and Andrews, and also the interests of said grantors in and to the right of all land occupied by the A. & S. W. railroad (now the N. Y. P. & O. railroad) lying between the Marysville and Bellefontaine state road and the Hale and Williams road.

Parcel No. 4. Being a part of Survey No. 3157. Beginning at a stone, red oak and ash Southeasterly corner to Survey No. 3157, thence with Southerly line of said Survey South 54 3/4 West 213 poles to a stone, hickory, beech and sugar gone, Northeasterly corner to S. S. Carroll; thence with the easterly line of said Carroll North 49 West 156. 40 poles to a stone Southeasterly corner to Williams and Bennett; thence with their South line North 54 3/4 East 348 poles to a stake and stone Southeasterly corner to said Williams and Bennett and in the Easterly line of said Survey No. 3157; thence with said line South 36 1/4 East 152 1/2 poles to the beginning. Containing 219 1/2 acres of land and being part of said Survey No. 3157.

Parcel No. 5. Part of Survey No. 7022. Beginning at two sugar trees and a dogwood in the line of Duggerfield's Survey No. 3457, one of the original corners of said Survey and corner to Masters Survey No. 14602; thence with the original line of said Survey No. 7022, correcting the course thereof South 36 East 360 poles to a dogwood and two sugars, the original corner; thence North 54 East 334 poles to a stake and 3 iron knoods; thence North 36 West 360 poles to a stake in the line of Jos. Spencers survey No. 12484 from which a beech tree 20 inches in diameter bears South 75 East 26 links; thence with the line of Spencer and Duggerfields said surveys South 54 West 334 poles to the beginning. Containing 750 acres more or less.

Parcel No. 6. Being Survey No. 14602. Beginning at a sugar tree, dogwood and ironwood South westerly corner to Rice Hog-garda survey No. 7022; thence with his line North 37° 30' West 356 poles to two sugar trees and a dogwood corner to this survey and in the line of Wm. Duggerfield survey No. 3487; thence with his line and course thereof South 53 West 18 poles passing said Duggerfield's corner at 15 poles to a stake in the line of Mary Vance's Survey No. 12308; thence South 37 80' East 356 poles to a stake; thence North 53 East 18 poles to the beginning. Containing 40 acres more or less.

Parcel No. 7. Part of Virginia Military Survey No. 3487. Beginning at a stone near a large white oak (dead) 2 beeches and sugars (gone); Southerly original corner to said survey; thence North 34 1/2 West 27.32 poles to a stone in the original survey line and in the center of the traveled track of the A. & G.W. railroad, (now the N. Y. P. & O. railroad); thence with the center of said traveled track North 37 1/2 East 209.8 poles to a stake in the original survey line and in the center of said traveled track; thence with the original survey line South 36 East 94 1/2 poles to the Easterly original corner of said survey, (2 hickories and 2 beeches gone); thence with the original survey line South 53 1/2 West 202 1/2 poles to the beginning. Containing 77 acres more or less, excepting therefrom that part of said land heretofore conveyed by Geo. A. Buckner and wife to the said A. & G.W. railroad (now the N. Y. P. & O. railroad), also about 1 1/2 acres sold to Crary, 16 acres sold to D.M. Leonard, 24.4 acres sold to J.W. Wells, 13 1/4 acres sold to Orsemus Colling, one acre sold to Alexander Smith and 11 acres sold to P.W. Martin, also 7.20 acres to E.W. Wells in all 90.20 acres more or less.

Eight Track. (Cummings) The following described real estate situated in the Township of Allen, County of Union, and State of Ohio, to-wit; Being part of Virginia Military survey No. 3151. Beginning at a stone in the center of the Allen Center and Pottersburg gravel road, Northeasterly corner to survey No. 2981 and Northwest corner to Survey No. 4812 and in the Southeasterly line of said survey No. 3151; thence with the line of said Surveys Nos. 3151 and 4812 North 57 3/4 East 90 poles to a stone in said land; thence North 45 1/2 West 110.20 poles to a stone corner to P. Leonard; thence with one of his lines South 57 3/4 West 90 poles to a stone in the center of said Allen Center and Pottersburg gravel road; thence with the center of said road South 45 1/2 East 110.20 poles to the beginning. Containing 60 1/4 acres of land.

Together with all the privileges and appurtenances thereunto belonging.

That by said contract and to induce said plaintiffs to buy said land, the defendants falsely and fraudulently represented to plaintiffs that the said eight separate and distinct parcels of land contained, in the aggregate, Twelve Hundred and fifty-four (1254) acres of land.

Plaintiffs say that they, depending and relying upon said

representations and allegations of said defendants and believing them to be true, did upon the faith of said representations, purchase said tract and parcels of land and pay for the same the sum and amount above specified, namely $25,000.00

Plaintiffs say further that the defendants, Charles R. Smith, I. A. Phillips, The Northern National Bank of Toledo, Ohio, F. Isabel Cummings and Fannie S. Cummings, did transfer or cause to be transferred by deed of general warranty to plaintiffs, parcels of land in said contract and herein before described, amounting to Eleven Hundred and Six (1106) acres and no more.

That the representations and allegations of the defendants were in fact untrue and that said farm or farms contained Eleven Hundred and Six (1106) acres of land and no more.

That the defendants hereinbefore mentioned refuse to transfer by deed to plaintiffs herein the balance of One Hundred and forty-eight (148)-acres which they agreed to and did sell to plaintiffs in said contract; that the value of said one hundred and forty-eight acres which defendants failed to deed and transfer to plaintiffs is $5920.00.

Wherefore from the above premises plaintiffs say that they have sustained damages to the amount of $5920.00 with interest from the 2nd. day of July, 1902.

Second Cause of Action. For second Cause of action plaintiffs say that the defendants, Charles R. Smith, I. A. Phillips, The Northern National Bank of Toledo, Ohio, F. Isabel Cummings and Fannie S. Cummings, and the defendants, Howard E. Bell, Henry J. Stevenson and Bell Brothers and Stevenson, claiming to act as agents for the defendants, Charles R. Smith, I. A. Phillips, The Northern National Bank of Toledo, Ohio, F. Isabel Cummings and Fannie S. Cummings, entered into a contract in writing with the plaintiffs wherein the said plaintiffs agreed to pay $1000.00 cash in hand when said contract was acknowledged, $9000.00 on the 27th. day of April, 1902, $15,000.00 on the first day of July, 1902; and the defendants agreed to make, execute and deliver unto the plaintiffs, their heirs or assigns, a general warranty deed to the real estate heretofore described in the first cause of action, on the first day of July, 1902, or upon the payment of the last above mentioned sum of $15,000.00 the said land to be conveyed free and clear of all incumbrance, assessments and taxes whatsoever; also to furnish an abstract showing satisfactory title to said land above mentioned from the patent from the United States to the present time.

Plaintiffs say that they have fulfilled all the agreements by them to be fulfilled and made all payments by them to be made upon said contract and within the times specified therein. That the defendants have neglected and failed and refuse to furnish said abstract showing satisfactory title to said land above mentioned, or any other abstract, to plaintiffs' damage of $500.00

Third Cause of Action. Plaintiffs, for third cause of action herein, allege and adopt and embody herein as a part of

this cause of action all of said second cause of action as is contained between the words "That the defendants, etc." in the second line of said second cause of action and the words "times specified therein" in the 24th. line of said second cause of action.

Plaintiffs say that said defendants, Charles R. Smith, T. A. Phillips The Northern National Bank of Toledo, Ohio, & Isabel Cummings and Fannie D. Cummings, did on the 2nd. day of July, 1902, transfer certain premises in said deed described containing 640 Eleven Hundred and six acres by a deed of general warranty, warranting against all incumbrance, assessments and taxes.

That at the time said deed was executed and delivered to said plaintiffs there was assessed and levied as taxes against said premises certain ditch taxes in the sum and amount of $24.29

That said sum of $24.29 stood upon the record of the Treasurer and Auditor of Union County, Ohio, a valid and existing lien upon said premises and one that was warranted against by said warranty in said deed of general warranty executed on said 2nd. day of July, 1902, and warranted against in said contract heretofore described between the plaintiffs and defendants herein.

Plaintiffs therefore say that by reason of the above premises they have been damaged in the sum and amount of $24.29.

Wherefore plaintiffs pray for judgment against the defendants in the sum and amount of $6444.29 with interest on $6420.00 from the first day of July, 1902; for the costs herein and for all proper relief.

Willis Bacon, Emery A. Spurrier and
Porter & Porter, Attorneys for Plaintiffs.

State of Ohio, County of Union, ss.

J. S. Spurrier, being first duly sworn, says that he is one of the plaintiffs in the foregoing case and that the matters and things stated in the foregoing pleading are, as he verily believes, true.

John S. Spurrier.

Sworn to before me and subscribed in my presence this 30th. day of July, A.D. 1904.

(Seal). Emery A. Spurrier, Notary Public.
Seneca County, Ohio.

Precipe For the Clerk:-

Issue summons in the above entitled action to the Sheriff of Cuyahoga County for the defendant Charles R. Smith, whose address is Society of Savings Building, Cleveland, Ohio; to the Sheriff of Lucas County for the defendant The Northern National Bank of Toledo Ohio; to the Sheriff of Union County for the defendant Henry T. Stevenson; making the same returnable according to law. Endorse thereon "Action for damages for non-fulfillment of contract for the sale of real estate." "Amount claimed $6444.29"

Willis Bacon, Emery A. Spurrier and
Porter & Porter, attys. for Plaintiffs.

8332 Summons.

8332 Summons.

8332 Summons.

8332 Summons.

On August 2 nd. A. D. 1904, the following Summons was issued. The State of Ohio, Union County. To the Sheriff of Union County;- You are hereby commanded to notify Henry T. Stevenson and Howard E. Bell, that they have been sued by J. P. Spurrier, et. al. in the Court of Common Pleas of Union County and must answer by the 3rd. day of Sept. 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 15th. day of August, A. D. 1904.

Witness my hand and the seal of said Court, this 2nd. day of August, A. D. 1904.

(Seal). Chas. P. Pendrowood, Clerk.

Sheriff's Return.

The State of Ohio, Union County, SS;-

Received this writ Aug. 3rd. A. D. 1904 at 8 o'clock A. M. and served same by personally handing to Howard E. Bell, Aug. 7" 1904, and to Henry T. Stevenson, Aug. 9" 1904 true and certified copies of this writ with all the endorsements thereon.

Fees: $ 0.81

D. F. Burnham, Sheriff.

By Allen Haines, Deputy.

8332 Summons.

On August 2nd, 1904, the following Summons was issued. The State of Ohio, Union County. To the Sheriff of Lucas County; You are hereby commanded to notify The Northern National Bank of Toledo, Ohio, that it has been sued by J. P. Spurrier et. al in the Court of Common Pleas of Union County, and must answer by the 3rd. day of September, 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 15th. day of August, A. D. 1904,

Witness my hand and the seal of said Court, this 2nd. day of August A. D. 1904.

(Seal) Chas. P. Pendrowood, Clerk.

Sheriff's Return.

The State of Ohio, Lucas County, SS.

Received this writ August 3rd. A. D. 1904, and pursuant to its command on the same day I summoned the within named defendant The Northern National Bank of Toledo, Ohio by delivering to L. E. Kinsely, President of said Company, a true and certified copy of this writ with endorsements hereon.

Fees: $ 1.55

S. B. Chambers, Sheriff.

By J. P. Norton, Deputy.

8332 Summons.

On August 2nd. 1904, the following Summons was issued. The State of Ohio, Union County. To the Sheriff of Cuyahoga County:- You are hereby commanded to notify, Charles R. Smith, (Society of Savings Building) that he has been sued by J. P. Spurrier et. al. in the Court of Common Pleas of Union County and must answer by the 3rd. day of September, 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 15th day of August, A. D. 1904.
Witness my hand and the seal of said Court, this 2nd. day of August, A. D. 1904.
(Seal) Chas. P. Pendleton, Clerk.

Sheriffs Return. The State of Ohio, Cuyahoga County, SS.
Received this writ Aug. 3rd. A. D. 1904, at 9 o'clock A. M., the within named Charles R. Smith not found in my County.
Fees: $1.65
Edwin D. Barry, Sheriff.
By E. A. Hegkemper, Deputy.

8332. Demurrer. Due August 13th. 1904, the following Demurrer was filed.
J. P. Spurrier, et. al.
Vs.
Charles R. Smith, et. als.
Court of Common Pleas, Union County, Ohio.
Aug. 13th. 1904.

Now comes Howard E. Bell and Henry J. Stevenson, partners under the firm name of Bell Brothers & Stevenson, defendants in the above entitled cause, and demur to the petition, and to the several alleged causes of action therein set forth, and for grounds of demur say:-

1- There is a misjoinder of parties defendant.
2- Several causes of action are improperly joined.
3- Separate causes of action against several defendants are improperly joined.
4- The petition does not state facts sufficient to constitute a cause of action in favor of the plaintiffs and against these defendants.

The said Howard E. Bell and Henry J. Stevenson, demur to the first cause of action set forth in the petition on the grounds that: There is a misjoinder of parties defendant, and upon the further grounds that said first cause of action does not state facts sufficient to constitute a cause of action in favor of the plaintiffs and against these defendants.

The said Howard E. Bell and Henry J. Stevenson demur to the second cause of action set forth in the petition upon the grounds that there is a misjoinder of parties defendant; and upon the further grounds that facts sufficient to constitute a cause of action in favor of plaintiffs and against these defendants are not stated in said second cause of action.

The said Howard E. Bell and Henry J. Stevenson demur to the third cause of action set forth in the petition and for grounds of demur say, that there is a misjoinder of parties defendant, and upon the further grounds that facts sufficient to constitute a cause of action in favor of plaintiffs and against these defendants are not in said third cause of action stated.

J. L. Cameron, Atty. for
Bell Brothers & Stevenson.

8332 Summons. Due August 27th. 1904, the following Summons was issued.
The State of Ohio, Union County, To the Sheriff of Cuyahoga County:
You are hereby commanded to notify Charles R. Smith (Society Savings Bldg.) that he has been sued by J. P. Spurrier, et. al. in the Court

of Common Pleas of Union County, and must answer by the 24" day of September, 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 5th. day of September, A.D. 1904. Witness my hand and the seal of said Court, this 27" day of August, A.D. 1904.

(Seal) Chas. P. Penhorwood, (Seal)

Sheriff's Return.

The State of Ohio, Cuyahoga County, ss:

Received this writ August 29", A.D. 1904, at 4 o'clock P.M., and served same on the 31st. day of August 1904, - I served the same on the within named Charles R. Smith by delivering to him a true and certified copy thereof.

Fees: $1.65

Edwin D. Barry, Sheriff.
By E. H. Hegkuper, Deputy.

8332 Answer.

Filed August 31st. 1904, the following Answer was filed.

J. S. Spurrier and O. M. Lorell,
Vs.
Charles R. Smith, T. A. Phillips,
The Northern National Bank of Toledo, Ohio, et.al.

Court of Common Pleas
Union County, Ohio
Aug. 31st. 1904.
Answer.

Answer of The Northern National Bank.

The defendant, The Northern National Bank of Toledo, Ohio, a corporation organized under the law of the United States for answer to the petition of plaintiffs herein says; That it has no knowledge of the copartnership of said plaintiffs nor of their business, and hence cannot deny said allegations, but it does deny that Charles R. Smith or any of the defendants named, acted as agents or had any authority to act as agents of this Bank in making a contract for the sale of the land in the petition described; and the Defendant further denies that this Bank acted as agent in selling said land to plaintiffs, and it expressly denies that it did sell or agree to sell any of said lands to the plaintiffs or by itself or any agent entered into any contract for the sale of said land or any part thereof to said plaintiffs. It further denies that it had any knowledge that said plaintiffs were at any time negotiating for the purchase of said lands until notified by the petition in this case filed, - This defendant does admit that it sold to Charles R. Smith and T. A. Phillips, defendants, an undivided interest in the property in said petition described long before said plaintiffs entered into their contract with the other defendants, to-wit, in January, 1903, and conveyed same to said defendant, but in making such a sale, they agreed for the sum of Eight Thousand Dollars to convey such interest which was represented in said contract at about Eleven Hundred and Fifty acres, and that when said sale was completed, an abatement of said purchase money was made between this defendant and said Charles R. Smith and said T. A. Phillips to cover all taxes and assessments for every purpose, and including some shortage in the number of acres and this defendant is not under any further obligation in any way to said defendants for any assessment or any shortage in the number of acres

claimed herein, and this defendant specifically denies all allegations, charging any false or fraudulent representations made by it as charged in the petition, and it generally denies all allegation in said petition not herein admitted, wherefore it prays for judgment.

J. E. Knisely, Atty. for Northern National Bank Toledo. O.

State of Ohio, Lucas County, SS:

Isaac E. Knisely, President of the Northern National Bank of Toledo, Ohio, being duly sworn upon his oath, says that the facts set out in the foregoing Answer are true as he believes.

Isaac E. Knisely.

Subscribed in my presence and sworn to before me this 30th. day of August, 1904.

(Seal). John S. Krontz, Notary Public.

8332 Summons. On October, 17th. 1904, the following Summons was issued.

The State of Ohio, Union County. To the Sheriff of Montgomery County; You are hereby commanded to notify F. A. Phillips, that he has been sued by J. P. Spurrier et. al. in the Court of Common Pleas of Union County, and must answer by the 19th day of November, 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 31st. day of October, A. D. 1904.

Witness my hand and the seal of said Court, this 17th day of Oct. A. D. 1904.

(Seal). Chas. S. Renkenroad, Clerk.

Sheriffs Return.

The State of Ohio, Montgomery County, SS.-

Received this writ October, 18th. A. D. 1904 at 9 o'clock A. M., The within named F. A. Phillips being dead, this writ is returned without service.

Fees: $1.25

John A. Wright, Sheriff.

By A. W. Odell, Deputy.

On October, 21st. 1904, the following Entry was filed.

8332 Entry. J. P. Spurrier, et. al. vs. Charles R. Smith, et. al.

Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing upon the demurrer of Bell Brothers & Stevenson to the petition of plaintiffs, and was argued by counsel and submitted to the Court; on consideration whereof the Court sustains said demurrer, to which ruling and judgment of the Court the plaintiffs by Counsel excepted.

On November, 15th. 1904, the following Motion was filed.

8332 Motion. J. P. Spurrier, et. al.:- vs. Charles R. Smith, et. als.

Court of Common Pleas, Union County, Ohio.

Now comes Charles R. Smith, one of the persons named as defendants herein and without entering his appearance, or appearing for any other purpose than the purpose of this motion, and expressly disclaiming any intention to enter his appearance for

any other purpose, moves the Court to set aside the service made upon him in this cause, and for grounds of his motion says; That he, the said Charles R. Smith is not a resident of said County of Union, but is a resident of the County of Cuyahoga in the State of Ohio, and that the service, and only service of summons made upon him was made by the Sheriff of said County of Cuyahoga and within said last named County, nor is any defendant resident of said County of Union, or served with process therein, properly, or legally united as co-defendant with the said Charles R. Smith herein. That the service of summons upon this defendant within the said County of Cuyahoga does not give this Court jurisdiction of the person of the said Charles R. Smith, and said service is illegal and void.

J.L. Cameron Atty. for Charles R. Smith.

On January, 30th. 1905, the following Entry was filed.

8332 Entry. J.S. Spurrier, et. al. Vs. Chas. R. Smith, et. al. Court of Common Pleas, Union County, Ohio.

This day the Court grants leave for plaintiffs to file Amended Petition, and the same was filed.

On January, 30th. 1905, the following Amended Petition was filed.

8332 Amended-Petition. J.S. Spurrier and O.M. Lovell. Vs. Charles R. Smith, G. A. Phillips, The Northern National Bank of Toledo, Ohio; H. Isabel Cummings, Fannie S. Cummings, Howard E. Bell, Henry J. Stevenson and Bell Brothers and Stevenson. Defendants. Court of Common Pleas, Union County, Ohio, Jan. 30th. 1905. Amended-Petition

Plaintiffs say that Bell Brothers and Stevenson is a co-partnership composed of Howard E. Bell and Henry J. Stevenson, organized for the purpose of selling and buying real estate as agents; that the defendants, Charles R. Smith, G. A. Phillips, The Northern National Bank of Toledo, Ohio, H. Isabel Cummings and Fannie S. Cummings, and the defendants, Howard E. Bell, Henry J. Stevenson and Bell Brothers and Stevenson, claiming to act as agents for the afore mentioned defendants, Charles R. Smith, G. A. Phillips, The Northern National Bank of Toledo, Ohio, H. Isabel Cummings and Fannie S. Cummings, before, on or about the 27th. day of March, 1902, entered into a conspiracy between and among themselves to defraud plaintiffs in this, to-wit; Defendants, so conspiring together, did falsely and fraudulently represent, verbally and by representations in writing, to plaintiffs that the defendants, Charles R. Smith, W.A. Phillips, The Northern National Bank of Toledo, Ohio, H. Isabel Cummings and Fannie S. Cummings were the owners of Twelve Hundred and fifty-four acres of land contained in eight separate and distinct parcels of land, situated in the Townships of Allen and Liberty, in the County of Union and State of Ohio, and described as follows:

(For description of land see page 462, beginning with line 32 and continuing to page 464 ending with line 41 of this record).
That the defendants, Howard E. Bell and Harry G. Stevenson, composing the firm of Bell Brothers and Stevenson, so conspiring with Charles R. Smith, W.A. Phillips, The Northern National Bank of Toledo, H. Isabel Cummings and Fannie S. Cummings, entered into a contract with the plaintiffs wherein the said Howard E. Bell and Harry G. Stevenson, as Bell Brothers and Stevenson, claiming to act as agents of the aforementioned defendants, wherein, in writing, they, with all the said defendants, did falsely and fraudulently represent to plaintiffs, well knowing said representations to be false and fraudulent, that the eight separate and distinct parcels of land contained in the aggregate, twelve hundred and fifty-four acres of land.

Plaintiffs say that they, depending and relying upon said representations and allegations of said defendants and believing them to be true, did, upon the faith of said representations, purchase said tracts and parcels of land and pay for the same $25,000.00.

Plaintiffs say further, that the defendants did transfer or cause to be transferred by deed of general warranty to plaintiffs, parcels of land in said contract and hereinbefore described, amounting to Eleven Hundred and six acres and no more. That the representations and allegations of the defendants were in fact untrue and that said farm or farms contained Eleven Hundred and six acres of land and no more.

That the defendants hereinbefore mentioned refuse to transfer by deed to the plaintiffs herein, the balance of One Hundred and forty-eight acres of land which they agreed to and did sell to plaintiffs by said contract; that the value of said One Hundred and forty-eight acres of land which defendants failed to deed and transfer to plaintiffs is $5920.00. Wherefore from the above premises plaintiffs say that they have sustained damage to the amount of $5920.00 with interest from the 2nd. day of July, 1902.

Second Cause of Action: For a second cause of action plaintiffs say that the defendants, Charles R. Smith, W. A. Phillips, The Northern National Bank of Toledo, Ohio, H. Isabel Cummings and Fannie S. Cummings, and the defendants Howard E. Bell, Harry G. Stevenson and Bell Brothers and Stevenson, claiming to act as agents for the defendants, Charles R. Smith, W.A. Phillips, The Northern National Bank, of Toledo, Ohio, H. Isabel Cummings and Fannie S. Cummings, so conspiring together as alleged in the first cause of action, did falsely and fraudulently represent to plaintiffs, verbally and in writing, well knowing said representations to be false and fraudulent, that they were the owners of and would furnish to plaintiffs an abstract showing satisfactory title to said Twelve Hundred and fifty-four acres of land mentioned in said first cause of action, from the patent deed from the United States down to the present time.

Plaintiffs say that defendants were not the owners of an abstract of title of said land and by reason of such false and fraudulent representations made by such conspiring defendants, plain-

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Answer.

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tiffs were induced to and did pay the defendants $25,000.00, and that the defendants have neglected, failed and refused to furnish said abstract of title to said land above mentioned, or any other abstract, to Plaintiffs' damage of $500.00.

Wherefore plaintiffs pray for judgment against the defendants in the sum and amount of $6420.00, with interest from the 1st. day of July, 1902, for their costs herein and all proper relief.

Willis Bacon, Emery A. Spurrier, and
Porter & Porter, Attorneys for Plaintiffs.

State of Ohio Union County, ss.

J. S. Spurrier, being first duly sworn, says that he is one of the plaintiffs in the above entitled action, and that the matters and things stated in the foregoing pleading are, as he verily believes, true.

J. S. Spurrier.

Sworn to before me and subscribed in my presence this 9th. day of January, A.D. 1905.

(Seal). E. W. Porter, Notary Public.

On March, 14th. 1905 the following Answer was filed.

8332 Answer.

J. S. Spurrier, et. al. vs. Charles R. Smith, et. al.

Court of Common Pleas, Union County, Ohio.

Separate Answer of Charles R. Smith.

Now comes Charles R. Smith, one of the named defendants herein, and having heretofore filed his Motion to set aside the service made upon him, in support of said Motion, and for the purpose of objecting to the jurisdiction of this Court over his person, files this, his answer to the Amended-Petition of plaintiffs and says: That none of the persons named as defendants herein, except the said H. E. Bell and Henry T. Stevenson partners under the firm name of Bell Bros. Bell and Stevenson, are residents of the said County of Union, or have been served with summons therein. That for more than the years last past the said Charles R. Smith has been a resident of the County of Cuyahoga in the State of Ohio and at no time has he been a resident of the said County of Union. That the service and only service of summons made upon him in this action was made within the said County of Cuyahoga and by the Sheriff of said last named County, and no service has been made upon him in said County of Union nor has he at any time entered his appearance herein or consented to the jurisdiction of this Court. That none of the defendants, residents of said County of Union or who have entered their appearance herein are jointly interested with this defendant in this action, nor has this defendant at any time conspired with the said H. E. Bell, or Henry T. Stevenson, or Bell Brothers and Stevenson, or any of the other named defendants to cheat or defraud the plaintiffs as alleged in the Amended-Petition, and all the allegations of said Amended-Petition charging this defendant with having conspired with any of the other named defendants to cheat or defraud the plaintiffs are expressly

8332
Answer.

denied by this defendant.

This defendant says he had an interest in certain lands in Huron County, which are mentioned in the Amended Petition and that Bell Brothers and Stevenson, as real estate agents and brokers were employed to find a buyer for the same and if successful they were to be paid a Commission for their services, all of which was well known to the plaintiffs.

That said Bell Brothers and Stevenson caused an outline maps or blue print of said lands to be made in which the quantity was estimated at 1165 acres and which blue print was placed in the hands of the plaintiffs, - subsequently this defendant with the other part owners of said land entered into a contract with the plaintiffs to sell them the tract of land for $25,000.00 on the assumption that it contained about 1165 acres, but it was known to all parties that the land was located in what is known as The Virginia Military District and the estimated quantity was uncertain as the deeds through which the same was acquired contained the words "more or less" so that before the sale was fully consummated it was mutually agreed and arranged between the plaintiffs and the owners of the land that a survey should be made to determine the exact quantity, before the plaintiffs parted with the purchase money and this survey was in fact made with the consent and approval of the plaintiffs and it was found that the quantity was less than 1165 acres, it being about 1106 acres by actual survey, thereupon with consent of all parties including the plaintiffs an adjustment was made and an amount deducted from the contract price to cover the shortage in acres, the plaintiffs paying for said lands the sum of $24,127.40 and no more, upon which payment being made the owners of the land delivered to the plaintiffs a deed for the same. The said Bell Brothers and Stevenson had no interest in said transaction, except to act as real estate brokers in finding a buyer for which they were paid a Commission. This defendant denies that he conspired with Bell Brothers and Stevenson, or any of the defendants herein to cheat or defraud the plaintiffs in regard to the amount, quantity or ownership of said land, or an abstract of title for the same, or that he jointly with any of the other defendants herein made any false or fraudulent statements in regard to the abstract of title to said land, and all the allegations of the petition in that regard are expressly denied. The foregoing facts not appearing upon the face of the petition, or amended petition this defendant now seeks this his first opportunity to bring them before the Court for the purpose of objecting to the jurisdiction of this Court and this defendant avers that the Court here is without jurisdiction and that the petition should be dismissed as to him.

Wm B. Beebe and L. L. Cameron.
Attys. for Charles R. Smith.

The State of Ohio, Cuyahoga County, ss.

Charles R. Smith, being first duly sworn, says, that the facts stated and allegations made in this foregoing Answer are true.

Charles R. Smith.

Sworn to before me and signed in my presence this 10th day of March, 1905.

(Seal). Wm. B. Beebe, Notary Public.

Rec March, 15th. 1905, the following Answer was filed.

8332 Answer.

J. S. Spurrier, et. al. vs. Charles R. Smith, et. al.

Court of Common Pleas, Union County, Ohio.

Answer of Bell Brothers & Stevenson.

Now comes Howard E. Bell and Henry G. Stevenson who are partners under the firm name of Bell Brothers and Stevenson, and for separate answer to the Amended-Petition say; They admit that these defendants, under the firm name of Bell Brothers and Stevenson are real estate agents and that as such they were employed by the defendant Charles R. Smith and others, owners of the land mentioned in the petition, to find a buyer for the same and if successful they were to be paid a commission for their services.

That said land, through the agency of these defendants was sold to the plaintiffs. But these defendants deny that they conspired with the other defendants or either of them to cheat or defraud the plaintiffs as alleged in the petition, and they deny that they or either of them, or the firm of Bell Brothers and Stevenson made any false or fraudulent representations in regard to the quantity of said land, or the number of acres or in regard to an abstract of title, and these defendants deny each and every allegation and averment in said Amended-Petition contained, except such as may be in this Answer admitted.

Second Defense:-

For a second defense these defendants say, that the land in the amended-petition described is located in what is known as the Virginia Military District, and within said County; that it had been acquired by the owners through a number of different deeds, and in these deeds the land was described by metes and bounds, the estimated quantity given, followed by the words "more or less." The plaintiffs, opened up negotiations with these defendants to buy said lands, having seen the advertisement of the same, and the plaintiff Spurrier with these defendants viewed the premises and went over the same, and a blue print was taken from the County map which was seen by plaintiffs and in which the quantity was estimated at 1165 acres in the whole tract; the plaintiffs made an offer in writing for the entire block in which it was described by them as the 1165 acre tract and after some further negotiations a sale was effected for the whole at a consideration of $25,000.00 to be paid in certain installments. A contract in writing was drawn up between the plaintiffs and the land owners through these defendants as agents, and in getting a description of the land the old deeds were used and the description taken from them, which is practically the same as set forth in the petition. It was provided in the writing when the payment and deed should be made and also that the owners would furnish an abstract of title. But before the time

came for completing the contract the plaintiffs desired a survey of the same with new computations, in order to ascertain the boundaries and the actual quantity of land. Thereupon the plaintiffs and the owners agreed that a survey should be made with new computations and the same was done with the full knowledge of the plaintiffs and with their consent. Upon said survey and new computations being made it was found that there was but 1106 acres of the land, and it was then mutually arranged between the plaintiffs and the owners that an abatement from the contract price should be made to cover the shortage in acres, and this was done, so that the plaintiffs paid only $24,127.40 in place of $25,000.00 and they received their deed for the land with full knowledge that it was only 1106 acres, and they paid for the same only $24,127.40 although the original consideration of $25,000.00 was written in the deed to them.

During this transaction it was well known to the plaintiffs that these defendants were merely acting as agents for the owners, and that they had no further interest in the matter, and the plaintiffs executed their contract with full knowledge of the actual quantity thereof.

Wherefore these defendants ask that they may go hence without day and recover their costs.

J. L. Cameron, Attorney for Bell Brothers and Stevenson, Howard E. Bell and Henry J. Stevenson.

The State of Ohio, Union County, SS;

Henry J. Stevenson, one of the defendants above named being first sworn says that the facts stated and the allegations made in his foregoing answer are true as he verily believes.

Henry J. Stevenson.

Sworn to before me and signed in my presence this 15th. day of March, 1905.

J. L. Cameron, Notary Public.
Union County, Ohio.

8332 Entry

On April, 10th. 1905, the following Entry was filed.

J. S. Spurrier, et. al. vs. Charles R. Smith, et. al.

Court of Common Pleas, Union County, Ohio.

This day the Court grants leave for plaintiffs to file Reply herein by April, 24th. 1905.

8332 Entry.

On April, 12th. 1905, the following Entry was filed.

J. S. Spurrier, et. al. vs. Charles R. Smith, et. al.

Court of Common Pleas, Union County, Ohio.

This day leave was granted the Northern National Bank to file Answer by April, 24th. 1905.

On April, 24th. 1905, the following Reply was filed.

8332 Reply.

8332 Reply.

J. S. Spurrier, et. al.
Vs.
Charles R. Smith, et. al.

Court of Common Pleas,
Union County, Ohio.
April, 24th. 1905.

Reply to the Separate Answers of Bell Brothers and Stevenson, The Northern National Bank and Charles R. Smith.

Now comes the plaintiffs and for Reply to the Separate Answers of Bell Brothers and Stevenson, The Northern National Bank of Toledo, Ohio, and Charles R. Smith, deny that the estimated quantity of said tracts of land, described in Amended Petition, was only 1165 acres, but that relying upon the contract and the description therein, written by the said defendants, the plaintiffs had reason to believe and did believe that said parcels of land in the aggregate amounted to 1254 acres.

Plaintiffs further deny that any survey was made at their instigation, but the survey was made by the defendants at the instigation of the said defendants to enable said defendants to make an abstract of title and deed.

Plaintiffs admit that only $24127.40 was paid by them for the said tracts of land conveyed to them, but deny that the arrangement, made between plaintiffs and defendants whereby such reduction was made in the purchase price, that such reduction was made to cover the entire shortage in acres; but that said reduction of purchase money was made to cover a known shortage of about 34 acres, and had reference to land that had been excepted in the contract, and, upon survey proved to be a greater number of acres than was described in the contract as being excepted. from the respective parcels and tracts.

Plaintiffs deny each and every other allegation in defendants answers contained.

Willis Bacon, Emery A. Spurrier and Porter & Porter,
Attorneys for Plaintiffs.

State of Ohio, Union County, SS:
J. S. Spurrier being first duly sworn says that the facts stated in the foregoing Reply, are true as he verily believes.
J. S. Spurrier.

Sworn to before me and subscribed in my presence, this 22nd. day of April, 1905.
(Seal). John L. Loughrey, Notary Public,
Union County, Ohio.

On January, 16th. 1906, the following Entry was filed.

8332 Entry.

J. S. Spurrier, et. al.
Vs.
Chas. R. Smith, et. al.

Court of Common Pleas,
Union County, Ohio.

This day came the parties herein, by their attorneys, also came the following named persons as Jurors, to-wit:- Alfred Carr, A. H. Robertson, Lemuel James, S. W. Southard, Cyrus Zimmerman, J. B. Poling, Henry J. Brooks, John F. Wilkins, J. W. Bell, J. W. Field, Philip Bishop and Wilber DeGood, who were duly impaneled and sworn according to law; and there-

upon this cause came on for hearing upon the pleadings and the evidence. And the said Jury hearing heard the evidence adduced in part, said cause was continued until tomorrow morning at 9 o'clock.

On January, 17th. 1906, the following Entry was filed.

8332 Entry. J. P. Spurrier, et. al. vs. Charles R. Smith, et. al.

Court of Common Pleas, Union County, Ohio.

The parties by their attorneys come, and are at issue, and a jury is duly impaneled and sworn, whereupon on this the 17th. day of January, 1906. at the close of the evidence for the plaintiffs, the defendants Howard E. Bell and Henry J. Stevenson was partners under the firm name of Bell Bros., & Stevenson, and the Northern National Bank of Toledo, Ohio, moves the Court to arrest the testimony from the Jury and render judgment in their favor, which Motion is heard and granted; and it appearing that said defendant Charles R. Smith is not a resident of, or been served with summons in, this County, and that he has filed his motion to quash the service upon him and filed his Answer objecting to, and denying the jurisdiction of this Court; the Court finds said Motion and answer well taken. It is therefore ordered and adjudged by the Court that said Jurors be and they are discharged from this cause. It is further considered and adjudged by the Court that said defendants Howard E. Bell and Henry J. Stevenson as partners under the firm name of Bell Bros. and Stevenson, and the Northern National Bank of Toledo, Ohio, go hence without day, and that this action, as against the defendant Charles R. Smith be dismissed without prejudice to a new action against him and that the defendants recover of the plaintiffs their costs herein, and judgment is rendered against plaintiffs for their costs herein. To all of which finding, judgment and decree, Plaintiffs then and there excepted and here and now except.

Attest: Chas. P. Penhorwood, Clerk.
By Olive E. Penhorwood, Deputy.

8462 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 said Court, at the January Term, A.D. 1906.
Be it remembered that on September 30th. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8462
Petition

Court of Common Pleas,
Union County, Ohio.
Sept. 30th. 1906.
Petition.
No. 8462.

Mary Wolpert- Plaintiff.
vs.
Catharine Bandtel, Augustus Bandtel,
Harrietta Bandtel, William H. Bandtel,
Rosa Bandtel, Anna Horch, Charles Horch,
Katie M. Wolpert, Jacob W. Wolpert- Defendants.

The plaintiff says that on or about the 22nd. day of April, 1903, one John S. Bandtel, father of the plaintiff, died intestate, seized of an estate in fee simple in the following real estate, situate in the County of Union, State of Ohio, and in the Township of Jerome, and bounded and described as follows: "Being a part of Survey No. 7073 made in the name of Richard C. Waters and beginning at a stone from which a hickory bears S. 21° E. 20 links; thence, S. 36° 20' E. 32 poles to a stone from which a large red-oak bears S. 71° E. 13 links; thence N. 54° 20' E. 262 poles to a stone from which two Lynns joined together bear N. 3° 15' E. 29 links to a small beech, bearing N. 26° 40' E. 25 links; thence, N. 9° 10' W. 35 poles to a stone from which a beech bears N. 46° 40' W. 18 links to an Elm, bearing N. 63° 20' W. 27 links; thence, S. 54° 20' W. 256 poles to the beginning, containing 49 acres, always excepting therefrom so much of the above described premises, as lies east of the Marysville Pike, being about 3 acres in the form of a triangle, and commonly known as the 'ashery-lot.'"

The plaintiff was daughter and heir at law of John S. Bandtel, deceased, has a legal right in and is seized in fee by inheritance from said John S. Bandtel, of the undivided 1/5 part of the herein above described real estate.

The defendant, Catharine Bandtel, as widow of said John S. Bandtel, deceased, is entitled to dower in said premises.

The said Augustus Bandtel, William H. Bandtel, Anna Horch and Katie M. Wolpert, are tenants in common with the plaintiff in said premises, subject to said dower, in the following shares and proportions:- One-fifth belongs, by inheritance from said John S. Bandtel to the defendant, Augustus Bandtel, as son and heir-at-law of said John S. Bandtel, deceased, and resides in Hannibal, Missouri.

One-fifth belongs, by inheritance from said John S. Bandtel to the defendant, William H. Bandtel, as son and heir at law of said John S. Bandtel, deceased, and resides in Sedalia, Missouri.

One-fifth belongs, by inheritance from said John S. Bandtel to the defendant, Anna Horch, as daughter and heir at law of said John S. Bandtel, deceased, and intermarried with Charles Horch, residing in Franklin County, O.

One-fifth belongs, by inheritance from said John S. Bandtel to the defendant, Katie M. Wolpert, as daughter and heir at law of said John S. Bandtel, deceased, and intermarried with Jacob W. Wolpert, residing in Franklin County, O.

Wherefore Plaintiff prays that partition may be made among the parties according to their respective rights and interests and that Commissioners may be appointed by the Court, for the purpose of making such partition, or in case partition of said premises, or any part thereof, can not be made without prejudice to the owners thereof, then that said premises may be sold by and under direction of this Court, and that the proceeds of this sale, after paying the costs and expenses of this suit, may be divided among the owners thereof according to their respective rights, claims and interests therein, and that the plaintiff may have such other and further relief as may be just.

Harry P. Gordon, Atty. for Plaintiff.

State of Ohio, County of Franklin, SS:-

Mary Wolpert, the above named plaintiff, first being duly sworn, says that the facts above stated are true as she verily believes.

Mary Wolpert.

Sworn to before me and subscribed in my presence this 27th. day of September, A.D. 1905.

(Seal). Charles A. Arrison, Notary Public, Franklin Co. O.

8462. Waiver & Answer.

On November, 2nd. 1905, the following Waiver of Summons and Answer was filed.

8462 Waiver and Answer

Mary Wolpert
vs.
Catharine Bandtel, et. al.-

Court of Common Pleas,
Union County, Ohio.
Waiver of Summons & Answer.

The defendants, Anna Horch and Charles Horch (her husband) hereby waive the issuance and service of summons herein, and enter their appearance in this cause.

The defendant, Anna Horch, for answer herein, admits that she is tenant in common with the plaintiff in the real estate described in the petition, and says that she is the owner of the undivided one-fifth of said property in fee, and concurs in the prayer of said petition.

Anna Horch, Charles Horch.

State of Ohio, County of Franklin, SS.

Anna Horch & Charles Horch, first being duly sworn, says that the facts above stated are true as they verily believe.

Sworn to before me and subscribed in my presence this 23rd. day of October, A.D. 1905.

(Seal). Harry P. Gordon, Notary Public, Franklin Co. Ohio.

8462 & Waiver & Answer.

On November, 2nd. 1905, the following Waiver and Answer was filed.

8462 Waiver and Answer.

Mary Wolpert,
vs.
Catharine Bandtel, et. al.

Court of Common Pleas,
Union County, Ohio.
Waiver of Summons & Answer.

The defendants, William H. Bandtel and Rosa Bandtel,

(his wife) hereby waive the issuance and service of summons herein, and enter their appearance in this cause.

The defendant, William H. Bandtel, for answer herein, admits that he is tenant in common with the plaintiff in the real estate described in the petition, and says that he is the owner of the undivided one-fifth of said property in fee, and concurs in the prayer of said petition

William Bandtel, Rosa Bandtel.

State of Missouri, County of Pettis.

William H. Bandtel, being first duly sworn, says that the facts above stated are true as he verily believes.

Sworn to before me and subscribed in my presence this 5th. day of October, A.D. 1905.

(Seal). Noble H. Rogers, Notary Public.

On November, 14th. 1905, the following Waiver and Answer was filed.

8462. Waiver & Answer.

Mary Wolpert. vs. Catharine Bandtel, et.al.

Court of Common Pleas, Union County, Ohio.

Now comes the defendant, Catharine Bandtel, widow of the said John B. Bandtel, deceased, and for her answer herein, says, that she waives the assignment to her of her dower by metes and bounds, in the premises described in said petition of the plaintiff and asks that the value of said dower interest may be determined by the Court and ordered paid to her out of the proceeds of the sale of said premises.

She says that she was born on the 21st. day of May, A.D. 1828, and is now 77 years of age.

Catharine Bandtel (Written in German).

State of Ohio, County of Franklin, SS:-

Catharine Bandtel, first being duly sworn, says that the facts stated in the foregoing Answer are true as she verily believes.

Sworn to before me and signed in my presence this 2nd. day of November, A.D. 1905.

(Seal). Harry S. Godown, Notary Public.

On November, 14th. 1905, the following Waiver and Answer was filed.

8462 Waiver & Answer.

Mary Wolpert. vs. Catharine Bandtel, et. al.

Court of Common Pleas, Union County, Ohio.

Waiver of Summons and Answer.

The defendants, Katie M. Wolpert and Jacob W. Wolpert (her husband) hereby waive the issuance and service of summons herein, and enter their appearance in this cause.

The defendant, Katie M. Wolpert, for answer herein, admits that she is tenant in common with the plaintiff in the real estate described in the petition, and says that she is the owner of the undivided one-fifth of said property in fee, and concurs in the prayer of said petition.

Katie M. Wolpert — Jacob W. Wolpert.

State of Ohio, County of Franklin, SS.
Katie M. Wolpert and Jacob W. Wolpert, first being duly sworn say that the facts above stated are true as they verily believe.
Sworn to before me and signed in my presence this 2nd. day of November, A.D. 1905.
(Seal) Harry S. Godown, Notary Public, Franklin Co. Ohio.

Our November 22nd 1905, the following Affidavit was filed.

8462 Affidavit.

Mary Wolpert — Court of Common Pleas,
Vs. Union County, Ohio
Catharine Bandtel, et. al. Affidavit to obtain service by publication.

Harry S. Godown, Attorney for Mary Wolpert, the above named plaintiff, first being duly sworn, says that the defendants, Augustus Bandtel and Henriett a Bandtel (husband and wife) are residents of Hannibal (217 Walnut St.) State of Missouri; that service of summons on them can not be made in this State, and that the case is one of those mentioned in 5045 of the Revised Statutes of Ohio.

Harry S. Godown.

Sworn to before me and signed in my presence this 20th day of November, A.D. 1905.
(Seal) Charles A. Orrison, Notary Public, Franklin Co. O.

Our January, 11th. 1906, the following Legal Notice was filed.

8462 Legal Notice.

Mary Wolpert — Plaintiff. Court of Common Pleas
Vs. Union County, Ohio.
Catharine Bandtel, Augustus Bandtel, Legal Notice
Henrietta Bandtel, William H. Bandtel, No. 8462.
Rosa Bandtel, Anna Horch, Charles Horch,
Katie M. Wolpert, Jacob W. Wolpert - Defendants.

Augustus Bandtel, whose legal residence is in the State of Missouri, and whose last known place of living was in Hannibal (217 Walnut St.) State of Missouri; and Henriett a Bandtel, whose legal residence is in the State of Missouri, and whose last known place of living was in Hannibal, (217 Walnut St.) State of Missouri, will take notice that the plaintiff, Mary Wolpert, filed her Petition in the Court of Common Pleas, Union County, Ohio, being Case No. 8462 on the docket of said Court, alleging among other things that as daughter, and heir-at-law of John S. Bandtel, deceased, late of Union County, Ohio, she had a legal right to and was seized in fee from said John S. Bandtel, deceased, the undivided 1/5 part of the herein after described real estate; Situate in the County of Union, State of Ohio, and in the Township of Jerome, and bounded and described as follows:- (for description of land see page 479, beginning with line 19 of said page) (and ending with the words "Asbury lot." / The defendant, Catharine Bandtel; as widow of said John S. Bandtel, deceased, is entitled to dower in said premises.

The defendant, Augustus Bandtel, is the owner of the undivided one-fifth interest. The plaintiff also prays in her said petition that

she is entitled to have said property partitioned in accordance with law, and that she is entitled to the one-fifth thereof or to the one-fifth of the proceeds of the same when sold, in accordance with law. The plaintiff further asks for such other and further relief as may be just.

The defendants herein named are required to appear and answer the prayer of said petition on or before the 30th. day of December, 1905 and to set up in said action whatever claims they may have or be forever barred from asserting the same.

Mary Wolpert.
By Harry S. Godown, Her Attorney.

Proof of Publication.

State of Ohio, Union County, ss.

Personally appeared before me B. B. Sanner and made solemn oath, that the notice, a copy of which is hereto attached was published for six consecutive weeks on and next after Nov. 23rd. 1905, in The Union County Journal, a newspaper of general circulation in the County aforesaid.

B. B. Sanner.

Sworn to before me and signed in my presence this eleventh day of January, A.D. 1906,

Printers fee, $28.27 (Seal) Clive Penhorwood, Deputy Clerk.

On January 11th. 1906, the following Entry was filed.

8462 Entry.

Mary Wolpert,
vs.
Catharine Bandtel, et. al.

Court of Common Pleas,
Union County, Ohio.

This day this Cause came on for hearing upon the petition of the plaintiff, and the answer of Catharine Bandtel, and the evidence, and 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 Catharine Bandtel, they are in default for answer thereto, or have by their answer concurred in the prayer of the petition. Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; that the said Catherine Bandtel, widow, is entitled to dower therein, and that subject thereto the plaintiff, Mary Wolpert, has a legal right to the one-fifth of said estate, the defendants Augustus Bandtel, William H. Bandtel, Anna Horch, and Katie M. Wolpert, each have a legal right to the one-fifth part thereof; and that the plaintiff is entitled to have partition made of said premises, as prayed in her petition.

It is therefore, ordered, adjudged and decreed that partition of said estate be made, and that dower therein be assigned to the said Catharine Bandtel; and John Robinson, Isaac Warner and Lawrence Worner, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make and set off the same.

And it is ordered that if said estate is entire, and cannot be divided by metes and bounds, that said estate be appraised free

from the dower interest of Catherine Bandtel, she having by her answer waived the assignment of dower by metes and bounds, and that said real estate be sold free from dower, and in lieu thereof her interest be paid her in money out of the proceeds of said sale.

And it is further 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 parties above named, the part and proportion of said estate to which they are therein before severally found entitled, and of his proceedings therein, the said Sheriff is ordered to make due return.

Qm Jan. 17th. 1906, the following Writ of Partition and Dower was issued.

8462 Writ of Partition and Dower.

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 John Robinson, Isaac Warner and Lawrence Worrner, you cause to be set off and assigned to Catherine Bandtel widow of John H. Bandtel late of said County, deceased, one full equal third part of the following described Real Estate, to-wit: Situate in the County of Union, State of Ohio, and in the Township of Jerome, and bounded and described as follows:- (for description of land see page 479, beginning with line 19 of said page and ending with the words, "askery-lot".

And that in like manner and by the like oaths of said John Robinson, Isaac Warner and Lawrence Worrner, you cause partition to be made of said lands and tenements subject to said Dower estate, among the persons named herein, and in the following proportions, to-wit:- To Mary Wolpert one-fifth part. To Augustus Bandtel one-fifth part. To William F. Bandtel, one-fifth part. To Anna Horch, one-fifth part. To Katie M. Wolpert, one-fifth part.

And if, in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same free from the dower of the said Catherine Bandtel 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 Mary Wolpert, plaintiff, and Catherine Bandtel, 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, this 17th. day of January, A. D. 1906.

(Seal). Chas. P. Penhorwood, Clerk.

Sheriff's Return.

As Commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of John Robinson, Isaac Warner and Lawrence Worrner; and the said Commissioners being of the opinion that the said premises can not be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

8462 Entry.

8462 Order of Sale.

Given under my hand this 19th day of January, A.D. 1906.
Fees: $3.44
D. C. Bolenbaugh, Sheriff

Commissioners Report.

Mary Wolpert —
Vs.
Catherine Bandtel, et. al.

Court of Common Pleas,
Union County, Ohio.
Dr 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, are of the opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same, free from said Dower Estate at Three Thousand Two Hundred & Twenty Dollars ($3220.00).
Given under our hands this 19th day of January, A.D. 1906.
Fees: $3.00

Isaac Warner,
John Robinson,
Lawrence Wormer
} Commissioners.

On January, 22nd. 1906, the following Entry was filed.

8462 Entry.

Mary Wolpert -
Vs.
Catherine Bandtel, et. al.

Court of Common Pleas,
Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same.

And it appearing that said estate can not be divided by meles and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement thereof, free of dower of the said Catherine Bandtel in the sum of $3220.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said estate at its appraised value, and the said Catherine Bandtel having by her answer waived her dower by meles and bounds, and asked that in lieu thereof its value be paid her in money, on motion of the plaintiff, it is ordered that said premises be sold at public auction at the door of the Court House in Marysville, Union County, Ohio, free of the dower estate of the said Catherine Bandtel, - and that an order issue therefor to the Sheriff of Union County, Ohio, and on Motion of the Plaintiff, and for good cause it is ordered that the premises be sold as follows, to-wit: One-third in cash, one-third in one year and one-third in two years from day of sale. Deferred payments to be secured by a mortgage on the premises.

8462 Order of Sale.

On Jan. 22nd. 1906, the following Order of Sale in Partition was issued.
The State of Ohio, Union County, ss. - To the Sheriff of said County, Greeting:-
In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the January Term, A.D. 1906, in a certain Petition for Partition, now pending in said Court, wherein Mary Wolpert is plaintiff and Catherine Bandtel, et. al. are Defendants,

we command you that, without delay, you proceed to sell at public auction, at the door of the Court House, the lands and tenements in said petition described, to-wit: (for description of land see page 479, beginning with line 18 of said page, and ending with the words, "Askery-lot",) appraised at $3220.00, free from the dower Estate of Catherine Bandtel; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this Writ.

Witness my hand and the seal of said Court, at Marysville, this 22nd. day of January, 1906.

(Seal) Chas. P. Beckenwood, Clerk.

Sheriff's Return

The State of Ohio, Union County, ss.

8462 Entry.

I received this Order of Sale on the 22nd. day of January, 1906, and in obedience to the command of the same, I did, on the 25th. day of January, 1906, cause to be advertised in the Union County Journal, (a newspaper printed and published and of general circulation in Union County, Ohio,) 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 February, A.D. 1906, 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 24th. day of February, A.D. 1906, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came W. H. Evans who bid for the same the sum of Two Thousand and Eight Hundred ($2800.00) Dollars, and said sum being more than two-thirds of the appraised value thereof, and said W. H. Evans being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of Two Thousand & Eight Hundred Dollars.

Fees: $20.25

D. P. Bolenbaugh, Sheriff, Union Co. Ohio.

8462 Sheriff's Sale.

On March, 1st. 1906, the following Proof of Publication was filed.

Mary Wolpert
Vs.
Catherine Bandtel, et.al.

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

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, February the 24th, at or about the hour of one o'clock, p.m, on said day, the following described real estate, to-wit; Situate in the Township of Jerome, County of Union, and State of Ohio, and bounded and described as follows.—(for description of land see page 479, beginning with line 19 of said page, and ending with the words, "Askery-lot.") Appraised at $3220.00, Terms of Sale, 1/3 Cash, 1/3 in 1 year & 1/3 in 2 years. Deferred payments to bear 6 per cent. and be secured by Mortgage.

D. P. Bolenbaugh,
Sheriff of Union County, Ohio.

Proof of Publication :-

State of Ohio, Union County, SS;

Personally appeared Before Me, B. B. Gammer and made Solemn oath, that the notice, a copy of which is hereto attached was published for five consecutive weeks on and next after Jan. 25th. 1906, in The Union County Journal, a newspaper of general circulation in the County aforesaid.

B. B. Gammer.

Sworn to Before me and signed in my presence this first day of March, A.D. 1906.

Printers fees, $17.22

(Seal) Chas. P. Penhorwood, Clerk.

On March, 10th. 1906, the following Entry was filed.

8462 Entry.

Court of Common Pleas
Union County, Ohio

Mary Wolpert -
Vs.
Catherine Bandtel, et. al.

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

And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, B. F. Evans, free of the dower of the said Catherine Bandtel. And the said Catherine Bandtel having by her answer elected to receive in lieu of her dower its value in money, the Court find the just and reasonable value thereof to be $237.30. It is further ordered that out of the proceeds of said sale the Sheriff pay: First - to the Treasurer of Union County, Ohio, $11.59, being the taxes and penalty due on said premises. Secondly - to the Clerk of this Court the costs of this action including a counsel fee of $86.00 to H. P. Godown for his services therein, taxed at $186.03 - Thirdly - to the said Catherine Bandtel, the sum of $237.30, as and for her full dower interest in said premises. Fourthly - and of the residue of the proceeds of said sale, to the plaintiff Mary Wolpert, one-fifth of the cash proceeds, to-wit; the sum of $99.69 and also 1/5 notes given by purchaser, to-wit; $373.84 as her share of deferred payments.

And to the defendant Augustus Bandtel, one-fifth of the cash proceeds to-wit:- $99.68; and also one-fifth of the notes given by purchaser, to-wit:- $373.34 as his share of the deferred payments. And to the defendants, William F. Bandtel, Anna Horch, and Katie M. Wolpert, each, one-fifth of the cash proceeds, to-wit:- $99.68 and also to each, one-fifth of the notes given by purchaser to-wit: $373.33, as their respective shares of the deferred payments.

Attest:- Chas. P. Penhorwood, Clerk.
By Olive E. 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 said Court, at the January Term, A.D. 1906.

Be it remembered that on the 14th. day of October, 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8466 Petition.

Jessie Woods - Plaintiff-
vs.
Blanche Young-Magee,
S.S. Young, Elliott Young,
and Hadley Young - Defendants.

Court of Common Pleas,
Union County, Ohio.
Oct. 14th. 1905.
Petition.

Plaintiff says that on the 1st. day of August, 1898, the defendants delivered to Jessie Woods their promissory Note in writing, of which the following is a copy with all credits and indorsements, to-wit:-

$300.00

August, 1st. 1898.

One year after date we promise to pay Jessie Woods, Three Hundred Dollars, with Eight per cent. interest from date.

Blanche Young, S.S. Young.
(Signed). Elliott Young, Hadley Young.

The following indorsements appear on the back of the Note, to-wit:-
Interest paid up to this date, August 1st. 1899.
Interest paid up to August, 7th. 1900.
Interest paid up to Aug. 7th. 1901.
Interest paid up to Aug. 7th. 1902. There are no further indorsements on said Note.

That since the execution and delivery of said Note by the said defendants to this plaintiff, the said Blanche Young, has intermarried with Magee, and is now Blanche Magee.

That no part of said note has been paid, and that there is due the plaintiff thereon from the defendants the sum of Three Hundred Dollars, with interest from the 7th. day of August, 1902.

Therefore plaintiff demands judgment against the defendants for the sum of Three Hundred Dollars, with interest at 8 per cent. per annum thereon from the 7th. day of August, 1902.

McCrory & Cameron,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss:

Robert McCrory, being duly sworn, says that he is one of the firm of McCrory & Cameron, Attorneys at Law, of the plaintiff herein, and that the above pleading is founded upon an instrument in writing for the payment of money, and is now in affiants possession, and as he verily believes true.

Robert McCrory.

Sworn to and subscribed in my presence, this 14th. day of October, 1905. (Seal). Chas. S. Penhorwood, Clerk of Courts.

8466 Summons.

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8466 Entry.

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Jessie Woods -
Vs.
Blanche Young- Magee - et. al.

Court of Common Pleas,
Union County, Ohio.
Oct. 14th. 1905.

To the Clerk:- Issue Summons directed to the Sheriff of Union County, Ohio, returnable according to law, against Blanche Young, Magee, S. G. Young - Elliott Young and Hadley Young. Endorse - Money only - Amount claimed $300.00 with interest at Eight per cent; from August, 7th. 1902.

McCrory & Cameron, Attys. for Plaintiff.

8466
Summons.

On October, 14th: 1905, the following Summons was issued:
The State of Ohio, Union County, To the Sheriff of Union County:
You are hereby commanded to notify, Blanche Young-Magee, S. G. Young, Elliott Young and Hadley Young, that they have been sued by Jessie Woods in the Court of Common Pleas of Union County and must answer by the 11th. day of Nov. A.D. 1905, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 23rd. day of October, A. D. 1905.
Witness my hand and the seal of said Court, this 14th. day of October, A. D. 1905.
(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss:-
Received this writ, October, 16th: A.D. 1905: at 9 o'clock A.M., and served same Oct. 17th: 1905, by personally handing the within named Elliott Young a true and certified copy of this writ with all the endorsements thereon, and on the 18th: day of October, 1905, I served the within named Blanche Young-Magee, S. G. Young & Hadley Young by leaving copies as above described, at their usual places of residence.
Fees: $ 8.63
D. C. Bolenbaugh, Sheriff.

On January, 8th. 1906, the following Entry was filed:

8466
Entry.

Jessie Woods
Vs.
Blanche Young-Magee, et. al.

Court of Common Pleas
Union County, Ohio.
Entry.

Final Judgment - $382.24, with interest at 8% from Jan. 8th: 1906.

This day this cause was submitted to the Court by the plaintiff, and the Court finds that all the defendants have been duly served by summons, and are in default for Answer or Demurrer to the petition herein, the petition is taken as confessed by them; whereupon it is adjudged by the Court that the said plaintiff, Jessie Woods, recover against the said Blanche Young-Magee, S. G. Young, Elliott Young and Hadley Young, as joint makers of the Promissory Note described in the petition, the sum of Three Hundred and Eighty-Two and 24/100 Dollars, to draw interest at the rate of 8% per annum from the 1st. day of the present term of this Court, to-wit:- January, 8th. 1906- together with her costs in this behalf incurred, taxed at $,

Attest: Chas. C. Penhorwood, Clerk.
By Olive E. 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 said Court, at the January Term, A. D. 1906.

Be it remembered that on December, 7th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8475 Petition.

The State of Ohio -
vs.
W. J. O'Dell and N. E. Liggett -

Court of Common Pleas,
Union County, Ohio.
Dec. 7th. 1905.

Now comes the State of Ohio By James E. Robinson, Prosecuting Attorney, and for its petition against the defendants W. J. O'Dell and N. E. Liggett, says; That at the April Term A. D. 1905 of this Court, the Grand Jury of said County of Union returned its certain Indictment against the defendant W. J. O'Dell, charging that the said W. J. O'Dell at said County of Union, on the first day of November 1904 and from that time until the 15th. day of April 1905 did unlawfully keep a bucket-shop, office and place wherein was conducted and permitted the pretended buying and selling of shares of stocks and bonds of divers and sundry corporations, whose names were to the grand jury unknown, and also grain and provisions and other produce on margins without any intention on the part of him the said W. J. O'Dell of receiving the property so bought and delivering the property so sold contrary to the forms of the Statutes in such cases provided and against the peace and dignity of the State of Ohio. Said Indictment also contained two other counts charging the said W. J. O'Dell with keeping a bucket shop and gambling in grain and provisions contrary to the forms of the Statutes of Ohio and against the peace and dignity of the State of Ohio.

That at the September Term, A.D. 1905 of this Court to-wit; on the 6th. day of October, A. D. 1905 the said W. J. O'Dell with the defendant N. E. Liggett his surety personally appeared before this Court and in open Court, jointly and severally acknowledged themselves to owe the State of Ohio the sum of Five Hundred Dollars to be levied of their respective goods and chattels, lands and tenements, if default be made in the conditions following, to-wit: The condition of said recognizance was such that if the said W. J. O'Dell should personally be and appear before this Court from day to day during the September term thereof, then and there to answer to said Indictment and abide the order and judgment of the Court, and not depart without leave, then the said recognizance should be void, otherwise in full force and virtue in law. Which recognizance was reduced to writing and signed by the said W. J. O'Dell and N. E. Liggett, and duly acknowledged in open Court and filed with the Clerk thereof. A true copy of said recognizance is hereto attached marked "A" and made part hereof.

The condition of said recognizance has been broken and the same has become absolute; the said W. J. O'Dell did not appear before said Court from day to day, as by his recognizance he was bound to do, and he did depart the Court without leave, and failed to

Precipe

Exhibit "A".

keep and perform the conditions of said recognizance, and during the said September Term of said Court to-wit; on the 9th. day of November, A.D. 1905 the said W. J. O'Dell, while said Court was in session and by order of the Court, was three times solemnly called to appear and answer to said Indictment as by his recognizance he was bound to do, but he came not but made default, and at the same time and place the defendant N. Ee. Liggett as such surety was by order of the Court three times solemnly called to appear and produce the body of him the said W. J. O'Dell as by his recognizance he was bound to do, but the said N. Ee. Liggett came not and wholly failed to produce the body of him the said W. J. O'Dell and made default, and thereupon the said recognizance was by order and judgment of the said Court duly forfeited abso-lutely, all of which will appear by the records hereof.

Wherefore the plaintiff avers that a right of action has accrued to it upon said recognizance, and that said defendants do owe and are indebted to the plaintiff by reason of the premises the said sum of Five Hundred Dollars.

Wherefore the plaintiff prays for judgment against the said defendants W. J. O'Dell and N. Ee. Liggett in the sum of Five Hundred Dollars and for all proper relief.

James Ee. Robinson, Prosecuting Atty.
J. L. Cameron and W. J. Hooper, Of Counsel for Plaintiff.

The State of Ohio, Union County, ss:-

James Ee. Robinson, being first duly sworn says that he is the Prosecuting Attorney for said County of Union duly authorized and that he is Attorney for the plaintiff herein and that the facts stated and allegations made in the foregoing Petition are within the per-sonal knowledge of the affiant and are true as affiant verily believes.

James Ee. Robinson

Sworn to before me and signed in my presence this 7th. day of December, 1905.

(Seal). Olive Ee. Penhorwood, Deputy Clerk.

Precipe

The State of Ohio.
Vs.
W. J. O'Dell and N. Ee. Liggett.

To the Clerk of said Court:-

Issue summons for the defendant N. Ee. Liggett directed to the Sheriff of Union County, Ohio, and for the Defendant W. J. O'Dell directed to the Sheriff of Hamilton County, Ohio, returnable according to law. Indorse Summons "Amount claimed $500.00".

James Ee. Robinson,
Prosecuting Attorney.

Exhibit "A".

Copy of Recognizance Marked Exhibit "A".

Recognizance of Party Accused.

The State of Ohio.
Vs.
Leon W. Berkshire, et. als.

Court of Common Pleas,
No. 1251.

The State of Ohio, Union County, ss.

Be it remembered that on the 6th. day of October, A.D. 1905 W. J. O'Dell, and N. E. Liggett his surety, 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 Five Hundred Dollars to be levied of their goods and chattels, lands and tenements, if default be made in the following condition, to-wit;

The Condition of this Recognizance is such, that if the above bound W. J. O'Dell shall personally be and appear before the Court of Common Pleas from day to day during the present term then and there to answer to a certain Indictment filed against him and abide the order and judgment of the Court and not depart without leave, then this Recognizance shall be void; otherwise it shall be and remain in full force and virtue in law.

W. J. O'Dell, N. E. Liggett.

Taken and acknowledged in open Court on the day and year first above written.

Chas. P. Pendorwood, Clerk.

8475 Entry.

8475 Summons.

On December, 7th. 1905, the following Summons was issued.

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

You are hereby commanded to notify N. E. Liggett that he has been sued by The State of Ohio, in the Court of Common Pleas of Union County and must answer by the 6th day of January, A.D. 1906, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 18th day of December, A.D. 1905. Witness my hand and the Seal of said Court, this 7th. day of December, A.D. 1905.

Chas. P. Pendorwood, Clerk.

(Seal) By Olive Pendorwood, Deputy.

Sheriff's Return.

The State of Ohio, Union County, ss:

Received this writ Dec. 9th. A.D. 1905, at 9 o'clock A.M., and served same on Dec. 9th. 1905 by personally handing the within named N. E. Liggett a true and certified copy of this writ with all the endorsements thereon.

Fees: $0.78

D. P. Bolenbaugh, Sheriff.

8475. Entry.

8475 Summons.

On December, 7th. 1905, the following Summons was issued.

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

You are hereby commanded to notify W. J. O'Dell that the has been sued by The State of Ohio, in the Court of Common Pleas of Union County and must answer by the 6th. day of January, A.D. 1906, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 18th. day of December A.D. 1905.

Witness my hand and the seal of said Court, this 7th day of December, A.D. 1905.

(Seal). Chas. P. Pendorwood, Clerk.
By Olive Pendorwood, Deputy.

Sheriffs' Return.

The State of Ohio, Hamilton County, SS:

Received this writ December, 8th. A.D. 1905, at 10 o'clock, A. M., and 1905 December, 16th. served the within named defendant W. J. O'Dell by delivering to him personally a true copy of this writ with all the endorsements thereon.

Fees; $1.25

Solmon Jones, Sheriff Hamilton Co. Ohio.
By Robt. Sweeny, Deputy.

On January, 8th. 1906, the following Entry was filed.

8475 Entry.

The State of Ohio.
vs.
W. J. O'Dell, et. al.

Court of Common Pleas,
Union County, Ohio.

This day came the defendants by their Attorneys, and asked leave of the Court to file answer herein, bring in default for answer to the petition filed in this case. The Court upon inspection of answer presented by defendants refused leave to file same.

On January, 8th. 1906, the following Entry was filed.

8475 Entry.

The State of Ohio.
vs.
W. J. O'Dell, et. al.

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff by its attorneys, and the defendants bring in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of Five Hundred Dollars.

It is therefore considered by the Court that the said plaintiff recover from the defendants the said sum of Five Hundred Dollars, and its costs herein expended, and execution is awarded.

On January, 15th. 1906, the following Entry was filed.

8475. Entry.

The State of Ohio.
vs.
W. J. O'Dell. et. al.

Court of Common Pleas,
Union County, Ohio.

This day it appearing to the Court that the defendant, W. J. O'Dell has surrendered himself, and with surety to the acceptance of the Clerk of this Court, has entered into a new recognizance for his appearance, the judgment heretofore entered in this case is by agreement of the parties remitted by the Court, upon the payment by the defendant of the costs herein, which is done.

Attest; Chas. P. Penhorwood, Clerk.
By Clive E. 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 said Court at the January Term, A. D. 1906. Be it remembered that on September, 2nd, 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8382 Petition.

H. P. Wellwood - Plaintiff.
Vs.
Fred Poike - Defendant -

Court of Common Pleas,
Union County, Ohio.
Sept. 2nd. 1905.

The Plaintiff says:-

This cause of action is founded upon an account for the service of a Stallion furnished and rendered at the request of the above named defendant. The plaintiff says that in so furnishing the services of the Stallion as aforesaid he undertook thereby and promised the defendant that for and in consideration of the sum of Ten Dollars, that said service should produce for the defendant a living colt.

2nd. That the service of said stallion so furnished by this plaintiff at the request of the Defendant to his mare, did produce for the defendant a living colt.

3rd. There is due the plaintiff from the defendant on said account the sum of Ten Dollars with interest from the 7th. day of June, 1904.

Wherefore plaintiff prays judgment against the defendant for the sum of Ten Dollars with interest from the 7th. day of June, 1904.

D. W. Ayers, Atty. for Plaintiff.

State of Ohio, Union County, ss:

D. W. Ayers, being first duly sworn says, he is the Attorney of the above named plaintiff duly authorized in the premises. That the said H. P. Wellwood is now absent from said County of Union. That the facts stated and allegations contained in the foregoing Petition are as affiant believes true.

D. W. Ayers.

Sworn to before me and signed in my presence this 2nd. day of September, 1905.

(Seal). Clive Pendergrood, Deputy Clerk.

On September, 16th. 1905, the following Answer was filed.

8382 Answer.

H. P. Wellwood - Plaintiff.
Vs.
Fred Poike - Defendant.

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

The Defendant says:-

1- That he admits that he accepted the services of a stallion furnished and rendered by the plaintiff at the request of the defendant herein, as alleged in said petition. Defendant further admits, that the plaintiff, in so furnishing the services of said stallion as aforesaid, undertook thereby and promised the defendant that for, and in consideration of the sum of Ten Dollars, that said services should produce for the defendant a living colt.

But defendant denies that the production of a living colt was the whole consideration, but alleges that as part of said consideration, said service was to produce not only a living colt, but a good straight colt that could stand and suck.

2- Defendant further admits that the service of said stallion so furnished by the plaintiff, at the request of the defendant, to his mare, did produce a living colt. But defendant says, that said colt was not a good straight colt, and further, that said colt could not stand and suck, as required by the contract between the plaintiff and defendant herein.

Wherefore, the defendant asks to be dismissed, with his costs.

E. W. Porter, Attorney for Defendant.

Fred Poike the defendant herein, being sworn makes oath that the facts stated in the foregoing Answer are true as he believes.

Fred Poike.

Sworn to by said Fred Poike, before me and signed by him, in my presence this 16th. day of September, A. D. 1905.

(Seal) John L. Loughrey, Notary Public.

Amended- Petition was filed.

Court of Common Pleas,
Union County, Ohio,
Amended- Petition.

8382
Amended-
Petition

H. P. Wellwood .- Plaintiff.
Vs.
Fred Poike, - Defendant,

First Cause of Action:-

This cause of action is founded upon an account for the services of a Stallion furnished and rendered by the plaintiff at the request of the above named defendant in April 20"- 1903- The plaintiff says that in so furnishing the services of the Stallion as aforesaid he understood thereby and promised the defendant that for and in consideration of the sum of Ten Dollars, that said services should produce for the defendant a living colt - That the service of said Stallion so furnished by this plaintiff at the request of the defendant to his mare as aforesaid did produce for the defendant a living colt -

Second Cause of Action:-

The defendant is indebted to the plaintiff in the sum of Two Dollars for services rendred to the defendant by the plaintiff in careing for and aiding the Defendant in selling a colt on the 25" day of November, 1902, which sum for said services the defendant then promised to pay, but has ever since refused and neglected to pay plaintiff said sum.

There is due the plaintiff from the defendant on the first cause of action the sum of Ten ($10.00) Dollars, which he claims with interest from the 7th. day of June, 1904, and that there is due from the defendant to the plaintiff on the second cause of action the sum of Two Dollars, which he claims with interest from the 25 th. day of November, 1902 - for which said sums of Ten Dollars and Two with the interest thereon the plaintiff asks judgment against the Defendant.

D. W. Ayers, Atty. for Plaintiff.

State of Ohio, Union County, ss:-
H. P. Wellwood, being first duly sworn says, the facts stated and allegations contained in the foregoing Amended - Petition are as affiant believes true.

H. P. Wellwood.

Sworn to before me and signed in my presence by the said H. P. Wellwood, this 8th. day of January, 1906.

(Seal). Clive Cauhorwood, Deputy Clerk.

8382 Amended - Answer.

On January, 16th. 1906, the following Amended-Answer was filed.

H. P. Wellwood, - Plaintiff. — Court of Common Pleas, Union County, Ohio.
vs.
Fred Poike, - Defendant. — Amended - Answer.

The Defendant says:-

That he admits that he accepted the services of a Stallion, furnished and rendered by the plaintiff, at the request of the defendant herein, as alleged in said petition. Defendant further admits, that the plaintiff, in so furnishing the services of said stallion as aforesaid, undertook thereby and promised the defendant that for, and in consideration of said sum of Ten Dollars, that said services should produce for the defendant a living colt. But defendant denies that the production of a living colt was the whole consideration, but alleges that as part of said consideration said service was to produce, not only a living colt, but a good, straight, colt that could stand and suck. Defendant further admits that the services of said stallion, so furnished by the plaintiff, at the request of the defendant, to his mare, did produce a living colt. But defendant says that said colt was not a good, straight colt, and further that said colt could not stand and suck, as required by the contract between the plaintiff and defendant herein, and he further says that said colt is not, and has not been a good straight colt to the present day. And defendant denies each, and every other allegation of said first cause of action not herein admitted. In Answer to plaintiffs second cause of action, the defendant says:

That he denies each, and every allegation therein contained; and further, that no demand was ever made upon this defendant for the payment of said claim either by the plaintiff herein, or by any one else in his behalf.

Wherefore, this defendant asks to be dismissed, as he has already asked in his original answer filed herein.

E. W. Porter, Atty. for said Defendant.

Fred Poike, the defendant herein, being sworn, makes oath, that the facts stated in the foregoing Amended - Answer are true as he believes.

Fred Poike.

Sworn to by said Fred Poike, before me and signed by him in my presence, this 15th day of January, A. D. 1906.

(Seal). E. W. Porter, Notary Public, Union County, Ohio.

8382 Entry.

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8382 Entry.

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8382 Entry.

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8382
Reply.

On January, 19th. 1906, the following Reply was filed.
H. P. Wellwood, Plaintiff. Court of Common Pleas,
vs. Union County, Ohio.
Fred Poike, - Defendant, Reply.

The plaintiff for Reply to the Answer of the Defendant; says, he denies that he promised to produce by the service of his Stallion a good, straight colt, - and says that he did make demand on said defendant for both of said claims set forth in his petition.

D. W. Ayers, Atty. for Plaintiff.

State of Ohio, Union County, ss.
H. P. Wellwood, being sworn says, the facts stated and allegations in this Reply are as he believes true.

H. P. Wellwood.

Sworn to before me this 19th day of January, 1906.
(Seal) Chas. P. Penhorwood, Clerk.

On January, 19th. 1906, the following Entry was filed.

8382
Entry.

H. P. Wellwood. Court of Common Pleas,
vs. Union County, Ohio.
Fred Poike, Entry.

This day came the parties herein by their Attorneys; also came the following named persons as Jurors, to-wit:- Alfred Carr, J. M. Robertson, Samuel James, Cyrus Zimmerman, J. B. Poling, Henry J. Brooks, John F. Wilkins, J. W. Bell, J. R. Converse, J. W. Field, Philip Bishop and John P. Price, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing upon the pleadings and the evidence.

And the said Jury having heard the evidence, 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 and sworn, and affirmed, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant in the first count at the sum of Ten Dollars ($10.) with interest at 6 per cent. from May 7th. 1903, to date amounting to the sum of Eleven and 2/100 Dollars ($11.02).

Henry J. Brooks, Foreman."

On January, 29th. 1906, the following Entry was filed.

8382
Entry.

H. P. Wellwood - Plaintiff. Court of Common Pleas,
vs. Union County, Ohio.
Fred Poike, Defendant. Entry.

The jury in this action, having on a former day of this Term rendered a verdict for the plaintiff, and assessed his damages at $11.02 and no motion for a new trial having been made; it is therefore considered by the Court that the said H. P. Wellwood recover from the said Fred Poike the said sum of $11.02, together with his costs herein expended, and execution is awarded therefor.

Attest: Chas. P. Penhorwood, Clerk,
By 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 said Court at the September Term, A. D. 1905.

Be it remembered that on September, 9th. 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8458 Petition.

Richwood Deposit Bank.
Vs.
W. H. McKinnon and E. D. McKinnon - Defendants.

Court of Common Cleas,
Union County, Ohio.
Sept. 9th. 1905.
Petition to Revive Judgment.

Now comes the plaintiff, the Richwood Deposit Bank, a partnership formed for the purpose of conducting business in the State of Ohio, and says that on the 21st. day of April, 1894 it recovered a judgment against the defendants before Jason Case a Justice of the Peace in and for Claibourne Township, Union County, Ohio, for the sum of $26.50 with interest at 8 per cent. and the costs of suit taxed at $2.55. That on the 21st. day of May, 1894 a Transcript of said judgment and proceedings, duly certified, was filed with the Clerk of the Court of the said County and duly entered upon the execution dock-et. That more than five years have elapsed since an execution has been issued thereon and the said judgment is now dormant.

That the plaintiff paid the costs of recovering said judgment before said Justice of the Peace, that it still owns said judgment, that no part of it has been paid and that there is due the said plaintiff on the said judgment the sum of $3.25 with interest at 8 per cent. from Sept. 9th. 1905.

Plaintiff prays that the said judgment may be revived for the amount found to be due thereon, and that Execution may be allowed to issue therefor.

S. W. Van Winkle, Atty. for Plaintiff.

Bert Cahill, makes oath and says that he is the president of the said Richwood Deposit Bank, and that the facts set forth in the above petition are true as he verily believes.

Bert Cahill, Pres.

Sworn to before me this 9th. day of September, 1905.

(Seal). Chas. P. Funkhouser, Clerk.

Precipe. To the Clerk:- Issue summons to the defendants directed to the Sheriff of Union County endorsed as required, returnable according to law.

S. W. Van Winkle, Atty. for Plaintiff.

8458 Summons.

On September, 9th. 1905, the following Summons was issued.

The State of Ohio, Union County. To the Sheriff of Union County:
You are hereby commanded to notify W. H. McKinnon and E. D. McKinnon that they have been sued by the Richwood Deposit Bank in the Court of Common Pleas of Union County, and must answer by the 7th. day of October, A. D. 1905, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 18th. day

of September, A. D. 1905.
Witness my hand and the seal of said Court this 9th day of Sept. A.D. 1905.
Chas. P. Penhorwood, Clerk.
(Seal). By Olive Penhorwood, Deputy.

Sheriffs' Return.

The State of Ohio, Union County, ss:-
Received this Writ Sept. 11th. A. D. 1905 at 8 o'clock A. M., and served same Sept. 16th. 1905 by personally handing the within named E. D. McKinnon a true and certified copy of this writ with all the endorsements thereon, and at the same time I left a copy as above described at the usual place of residence of the within named W. H. McKinnon.
Fees; $3.57

D. S. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Deputy.

8458 Order of Reivor.

On October 10th. 1905, the following Order of Reivor was filed.
Richwood Deposit Bank. Court of Common Pleas,
vs. Union County, Ohio.
W. H. McKinnon, et. al. Order of Reivor.

This day this cause came on to be heard by the Court, and the Court, finding that said defendants (each and every of them) been duly served with Summons issued herein, and have failed and still fail to show sufficient cause why said judgment herein should not stand reived as prayed for by said Plaintiff, it is ordered by the Court that the said Judgment herein, for the sum of Fifty-three and 22/100 Dollars, and Dollars costs, with interest at the rate of 8 per cent. per annum from Sept. 9th. 1905, be, and the same doth stand reived against the said W. H. McKinnon and E. D. McKinnon and every of them; and that the Plaintiff recover against them, jointly and severally, his costs in and about this proceeding of reivor, incurred and expended, taxed at Dollars.

Attest; Chas. P. Penhorwood, Clerk.
By Olive E. 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 said Court, at the April Term, A. D. 1906.

Be it remembered that on the 4th. day of October, 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8463 Petition.

Geo. W. Worden, Plaintiff- vs. Edward A. Schaubs, Defendant,

Court of Common Pleas, Union County, Ohio. October, 4th. 1905.

The plaintiff says that by the terms of a contract made and entered into by and between him and the defendant on or about the 20th. day of July, 1905, the plaintiff was to assist the defendant in the sale of the Electric Light Plant at Richwood, Ohio, and that he the plaintiff was to receive for said assistance and service the sum of (2) two per cent. of the selling price of said plant, if sold for $20,000.00 one and one-fourth (1¼) per cent. if sold for $19,000.00 or one-half (½) per cent. if sold for $18,000.00. That in the month of August, 1905, the defendant sold the said plant to a company organized for that purpose, by and with the assistance of the plaintiff, for $20,000.00 That there is due the plaintiff from the defendant for said assistance and service, the sum of Four Hundred Dollars ($400.00) with interest from the 1st. day of September, 1905.

That the plaintiff has made repeated demands upon the defendant for the payment of said $400.00 but no part thereof has been paid and it is still due and unpaid.

Plaintiff prays that he may recover judgment against the defendant for the sum of $400.00 with interest from the 1st. day of September, 1905, and for costs of suit.

S. W. Van Winkle, Atty. for Plaintiff.

The plaintiff, Geo. W. Worden makes oath and says that the facts set forth in the above pleading are true as he verily believes.

Geo. W. Worden.

Sworn to before me, this 4th. day of October, 1905, by the said Geo. W. Worden.

(Seal) Clive Funkhouser, Deputy Clerk.

Precipe.

To Clerk:- Issue Summons in the above entitled case to Sheriff of Union County for the defendant, returnable according to law.

S. W. Van Winkle, Atty for Plaintiff.

On October, 4th. 1905, the following Summons was issued.

8463 Summons.

The State of Ohio, Union County. To the Sheriff of Union County:- You are hereby commanded to notify Edward A. Schaubs, that he has been sued by Geo. W. Worden in the Court of Common Pleas of Union County and must answer by the 4th. day of November, A. D. 1905, 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 16th. day of October, A. D. 1905.

Witness my hand and the seal of said Court, this 4th. day of October, A. D. 1905.

(Seal) Chas. P. Funkhouser, Clerk.

By Olive Cenhoward, Deputy.

Sheriffs Return.

The State of Ohio, Union County, ss:

Received this Writ October, 4th. A.D. 1905 at 7 o'clock P.M, and served same by leaving at the usual place of residence of the within named Edward A. Schaubs a true and certified copy of this writ with all the endorsements thereon, this 14th. day of October, 1905.

Fees: $3.26

D. S. Bolenbaugh, Sheriff.

By Allen Haines, Deputy.

On January, 8th. 1906, the following Entry was filed.

8463 Entry.

George W. Worden,

Vs.

Edward A. Schaubs,

Court of Common Pleas, Union County, Ohio.

This day leave was granted defendant to file answer instanter, and the same was filed.

On January, 8th. 1906, the following Answer was filed.

8463 Answer.

Geo. W. Worden,

Vs.

Edward A. Schaubs,

Court of Common Pleas, Union County.

Answer.

Now comes the defendant and for answer to plaintiffs petition says:-

That he denies that he made and entered into a contract or agreement with said plaintiff as set forth in said petition and denies that said plaintiff sold or in anyway assisted in the sale of the said Electric Plant at Richwood, Ohio, and further denies each and every other allegation in said petition set forth not herein specifically admitted or denied.

Al. P. Eggert and J. L. Cameron,

Attorneys for Defendant.

The State of Ohio, Union County, ss.

Edward A. Schaubs, defendant herein, being first duly sworn according to law, says that the facts stated and allegations contained in this foregoing Answer are true as he verily believes.

Edward A. Schaubs.

Sworn to and subscribed by the said Edward A. Schaubs before me this 1st. day of Jan. 1906.

(Seal). Al. P. Eggert, Notary Public.

On April, 23rd. 1906, the following Entry was filed.

8463 Entry.

George W. Worden.

Vs.

Edward A. Schaubs,

Court of Common Pleas, Union County, Ohio.

Entry.

This day came the parties herein by their Attorneys; also came the following named persons as Jurors to-wit:- Robert Seig, Sylvanus Bellville, James Shirk, James A. Reed, W. B. Jones, C. J. Reams, George Longbrake, J. L. Richey, J. A. Satchell, J. E. Southard, J. L. Sellers, and W. B. McCord, 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 said Jury having heard the testimony adduced in part in this case, the Court continued the further hearing of this cause until tomorrow morning at 9 o'clock.

Our April, 24th. 1906, the following Entry was filed.

8463 Entry.

George W. Worden
Vs.
Edward A. Schaubs.

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

This day again came the parties by their Attorneys, and also came the Jury heretofore impaneled and sworn, and the Trial proceeded. And the said Jury having heard the remaining testimony the argument of Counsel, and the charge of the Court, retired to their room, in charge of the Sheriff for deliberation.

And now comes said Jury into open Court with their verdict in writing signed by their Foreman, and say:- "We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant, Edward A. Schaubs, at the sum of $207.77

Verdict

Dated April, 24th. 1906. John L. Sellers, Foreman."

Our April. 25th. 1906, the following Motion for New Trial was filed.

8463 Motion for New Trial.

George W. Worden.
Vs.
Edward A. Schaubs,

Court of Common Pleas,
Union County, Ohio.
Motion for New Trial.

Now comes the defendant and moves the Court to set aside the verdict of the Jury rendered in this cause, and grant a New Trial, and for grounds of this Motion says:

1st. The verdict of the Jury is not sustained by sufficient evidence, and is against and contrary to the weight of the evidence.

2nd. The verdict is contrary to law.

3rd. For error of law occurring at and during the trial and excepted to by the defendant.

4th. The Court erred in admitting evidence to be given against the objection of the defendant.

5th. The Court erred in admitting evidence against the objection of the defendant.

6th. The Court erred in overruling the motion of the defendant to arrest the testimony from the Jury and render judgment in favor of defendant.

7th. The Court erred in refusing to charge the Jury as requested by defendant.

8th. The Court erred in its charge given to the Jury.

9th. There were other errors occurring at and during the trial, to the prejudice of the defendant.

10th. The verdict was in favor of the plaintiff when it should have been in favor of the defendant according to the law of the land.

11th. The Court erred in overruling the Challenge of defendant to the Juror Reed, and there was irregularity in the proceedings of

the Court and Jury, by which the defendant was prevented from having a fair trial.

A. P. Eggert and J. L. Cannon,
Attorneys for Defendant.

8463
Entry.

On May 4th. 1906, the following Entry was filed.

George W. Worden
Vs.
Edward A. Schaubs,

Court of Common Pleas,
Union County, Ohio,
Entry

This cause coming on for hearing on the Motion of the defendant to set aside the verdict, and for a new trial herein, the Court on consideration thereof, overrule the same, to which the defendant by his counsel excepts.

It is therefore, considered by the Court that the said plaintiff, George W. Worden recover from the said defendant, Ed. A. Schaubs, the said sum of $207.77 as heretofore by the verdict of the Jury, found due him, with interest from April, 2nd. 1906, together with his costs herein expended, and execution is awarded.

Attest; Chas. P. Pinkerwood, Clerk.
By Olive E. Pinkerwood, 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 April Term, A.D. 1906.
Be it remembered that on the 20th. day of April, 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8525 Petition.

S. Altschul Jr. & Company, — Plaintiff.
vs.
J. H. Harper, The North Western National Insurance Company, S. W. Dolbear, Agent, August Hibschman, and The Sandusky Stock Co. — Defendants.

Court of Common Pleas, Union County, Ohio. April 20th. 1906. Petition. No. 8525.

The Plaintiffs says:-

1- That at the time hereinafter mentioned plaintiff was and now is, a partnership formed for the purpose of doing business in the State of Ohio, under the firm, style, and name of S. Altschul Jr. & Company of which firm S. Altschul Jr., is sole proprietor.

Plaintiff says there is due him from the defendant, J. H. Harper, on the promissory of said defendant, the sum of Two Hundred and Twelve 50/100 ($212.50) Dollars, with interest from the 30th. day of March, 1906, of which the following is a copy, with all credits and endorsements thereon.

$212.50

Marysville, Ohio, March, 30th. 1906.

On June 1st. 1906, after date for value received, I promise to pay to the order of S. Altschul Jr. & Company, Two Hundred and Twelve 50/100 Dollars with interest at the rate of 6 per centum per annum at-- 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 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.

J. H. Harper.

There are no credits or endorsements thereon.

2- Plaintiff for a second cause of action says, that to secure the payment of said note, the defendant, on the 30th day of March 1906, executed and delivered to the plaintiff was security for said note a Chattel Mortgage, covering the following described goods and chattel, to-wit:- "All bar fixture, card tables, and two pool tables, imitation mahogany, chairs, one soft coal stove, five slot machines, restaurant fixtures and furniture, one ice chest, and one glass show case, and all other saloon fixtures, all situated and being in the business room now run by me and owned by Amanda Zwerner, on the corner of Plum and Fifth Streets, in the Village of Marysville, Union County, Ohio," which Mortgage contains the following condition". To Have And To Hold the same unto the said S. Altschul Jr. & Company their Executors, Administrators and Assigns forever, subject to two other Mortgages of $400.00 each now alive, on the

record files of Union County, Ohio, Paris Township. Provided always that if the said Joseph H. Harper shall well and truly pay or cause to be paid at maturity one certain promissory Note of even date herewith for the sum of Five Hundred and Sixtee 50/100 Dollars due June 1st. 1906, and payable to the said S. Altschul Jr. and Company or order, with interest at the rate of 6 per cent. per annum then this conveyance shall be void; otherwise to be and remain in full force".

That on the 31st. day of March, 1906 at 9:10 o'clock, a.m. said Mortgage was deposited with the recorder of said Union County Ohio, said Note and Mortgage having been executed in the same Township containing the County Seat of said County, of which the defendant is and was a resident at the time of the execution of said Mortgage.

Plaintiff further says that said deed of Mortgage has the following conditions in addition to those above written, and which became an important condition in the sufficiency of the security of said Note, to-wit:-

"The said Mortgagor covenants that he will insure the said property for not less than Eight Hundred Dollars, and keep the same insured during the continuance of this Mortgage, and if he neglects or fails to do so, then the Mortgagee may insure the same at the expense of the Mortgagor; and in case of loss, if any, payment shall be made to the Mortgagee for the use and purpose herein mentioned.

Said Mortgagor further covenants that on default of payment, or any misuse, sale or attempt to sell, or to remove from the County, or where now located, or upon any seizure by any process of law, of said goods and chattels, or any part of them, or upon any failure to comply with the said provisions as to insurance; or if the said Mortgagee shall at any time before the debt becomes due, deem it necessary for the more complete and perfect security of the said claim; that the said Mortgagee or assigns, may take said property into their possession and dispose of the same at public or private sale, and deduct from the proceeds the expenses of such sale, and the amount then due upon said claim with interest and costs thereon; rendering the surplus money, if any, to said Mortgagor or Assigns.

Otherwise the property is to remain in the peaceable possession of said Mortgagor until default be made in payment of one promissory Note, or until taken possession of as aforesaid.

Plaintiff says, that said defendant J. H. Harper, has not kept the conditions of said Mortgage Deed; that said conditions have been broken by said defendant with reference to the conditions of insurance by said defendant; that said defendant covenanted with the plaintiff herein to insure said property for said sum of Eight Hundred Dollars, but instead thereof, he only insured said property for the sum of Six Hundred Dollars; that said insurance is evidenced by policy No. 114,242, with said de-

fendant, "The Northwestern National Insurance Company," located at Milwaukee, in the State of Wisconsin; that said defendant, S. W. Dolbear, is the local agent for said Insurance Company, duly authorized in the premises.

Plaintiff further says, that it is informed, and believes, and it charges the same to be true, that said J. H. Harper, did, on Nov. 15th. 1905, execute and deliver to said defendant, August Herbschman, his one certain promissory Note for $400.00 and to secure the same, executed a Mortgage to said defendant covering the personal property above described. And further, that on December, 1st. 1905, said defendant, "The Sambrinus Stock Co., refiled a chattle Mortgage given to it by said Harper to secure one other Note of $400.00, said Mortgage also covering said above described personal property.

That on the 3rd. day of April, A.D. 1906, said personal property above described, was partially consumed by fire, and was thereby greatly depreciated in value. That said Harper is insolvent, and by reason of the premises, said Mortgagee the plaintiff herein, for the more complete and perfect security of its said Claim, demanded of said Harper the possession of said property or the residue thereof or, in lieu thereof, the payment of said Note, which plaintiff alleges is not yet due, but will be before judgment can be taken herein, or the assignment of said insurance Policy of Six Hundred Dollars to the plaintiff. That said defendant repeatedly, and willfully refused, and still willfully refuses to surrender said property, or to pay said Note, or to assign to the plaintiff said policy of insurance, and have the same property transferred upon the books of the Insurance Company, for plaintiffs' benefit and protection according to the tenor and effect there of his chattel-mortgage.

Plaintiff further says, that said insurance money has not been paid, as yet, to said Harper, by said The North-Western Insurance Company, nor by its local agent, the said defendant, S.W. Dolbear, but that they are threatening to do so, notwithstanding the terms of said chattle-mortgage, given, as aforesaid, by said Harper to the plaintiff herein.

Plaintiff says, that unless restrained by the Court, said defendants, The North-Western National Insurance Company, and its said agent, S.W. Dolbear, will pay to said Harper, said insurance money, to the damage of this plaintiff.

Wherefore plaintiff asks judgment against said defendant, J.H. Harper, in the sum of $212.50 together with interest from the 30th. day of March, 1906; that said property may be ordered sold and the proceeds applied in payment of said Claim; and also that the defendants, The North Western National Insurance Company, and the said S. W. Dolbear, Agent, as aforesaid, may be temporarily restrained, and that upon the final hearing they may be perpetually enjoined from paying said insurance money to said Harper, to the extent of said $212.50 and the interest thereon, and that they be ordered to pay said amount out of said insurance-money to the plaintiff herein, and for such other and further relief as is equitable.

John L. Longhrey and E. W. Porter,
Attorneys for Plaintiff.

Precipe

Waiver of Summons

8525 Undertaking

8525 Injunction

The State of Ohio, Union County, SS:-

John L. Loughrey, being sworn, makes oath, that he is one of the Attorneys for the plaintiff herein, duly authorized in the premises. That the above pleading is founded upon an instrument for the payment of money, which is in affiants possession. That the plaintiff is not a resident of this County of Union, and that the facts stated in the foregoing petition are true as he believes.

John L. Loughrey.

Sworn to by said John L. Loughrey, before me, and signed by him in my presence, this 20th. day of April, A.D. 1906.

(Seal) E. W. Porter. Notary Public.

Precipe. To the Clerk:- Issue a Summons upon the petition in the above entitled case, directed to the Sheriff of Union County Ohio, Endorse, "Injunction Allowed. Action for Money, and Foreclosure of Chattle Mortgage. Amount claimed $212.50 and interest from March, 30th. 1906."

John L. Loughrey and E. W. Porter, Attys. for Plaintiff.

Waiver of Summons. And now comes the Gambrinus Stock Co, and August Hirschman, by their Attorney L. Piper and waives the issuing and service of process in the above entitled case this 21st. day of April, 1906.

L. Piper, Atty. for
Gambrinus Stock Company.

On April, 20th. 1906, the following Undertaking was filed.

8525 Undertaking

Undertaking by Plaintiff for Injunction.

D. Altschul Jr. & Company
Vs.
J. A. Harper, The North-Western
National Insurance Company,
D. W. Dolbear, Agent, August Hirschman and
Gambrinus Stock Company- Defendants

Court of Common Pleas,
Union County, Ohio.

We bind ourselves to the said Defendants in the sum of One Hundred Dollars ($100.00). That the Plaintiff D. Altschul Jr. and Company 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 20th. day of April, 1906.

(Seal) United States Surety Company, Baltimore Md. By John L. Loughrey, Agent for the above Company.

This undertaking approved by me, this 20th. day of April, 1906.

Chas. P. Denhoorood, Clerk.
By Olive E. Denhoorood, Deputy.

On April, 20th. 1906, the following Injunction was filed.

Probate Court, Union County, Ohio.
April, 20th. 1906.

8525 Injunction. D. Altschul, Jr. & Company,
Vs.
J. A. Harper, et. al.

In the Common Pleas Court of said County.

This day came the plaintiff by John L. Loughrey and E. W. Porter, Attorneys, 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 paying to J. H. Harper or any other person or company, money due on policy # 114,242, in The North Western National Insurance Company, located at Milwaukee, State of Wisconsin, represented by S. W. Dolbear was local Agent of said Insurance Company, - upon the said plaintiff giving to said defendant an undertaking, executed by sufficient surety, in the sum of One Hundred ($100.00) Dollars, conditioned and to be approved as required by law.

Dudley E. Thornton, Probate Judge.

The State of Ohio, Union County, ss:

I, Dudley E. Thornton, 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 "20" day of April, 1906.

(Seal). Dudley E. Thornton, Judge and Ex-Officio Clerk of said Probate Court.

8525 Summons.

On April, 20th. 1906, the following Summons was issued.

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

You are hereby commanded to notify, J. H. Harper, The North Western National Insurance Company, and S. W. Dolbear, agent, that they have been sued by S. Altschul Jr. & Company in the Court of Common Pleas of Union County, and must Answer by the 19th. day of May, A. D. 1906, 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 30th. day of April, A. D. 1906.

Witness my hand and the seal of said Court, this 20th. day of April A. D. 1906.

(Seal). Chas. P. Cruikshank, Clerk.

By Clive E. Cruikshank, Deputy.

Sheriffs Return.

Received this writ April, 20th. A. D. 1906, at 5 o'clock P. M., and served same by personally handing the within named J. H. Harper a true and certified copy of this Writ with all the endorsements thereon the 20th. day of April, 1906, - and on April, 21st. 1906, I served the Western National Insurance Company by handing a true copy of this Writ with all the endorsements thereon to S. W. Dolbear, agent for said Company, there being no President or other chief officer of said Company found within Said County.

8525 Answer and Cross-Petition.

Fees:

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Fees: $1.17

D. T. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Deputy.

85 25
Answer and Cross-Petition.

Our April 30th. 1906, the following Answer and Cross-Petition was filed.

S. Altschul Jr. & Company
vs.
J. H. Harper, et. al.

Court of Common Pleas,
Union County, Ohio.
Answer and Cross-Petition of August Hirschman and The Gambrinus Stock Company.

Now comes the Gambrinus Stock Company and for Answer by way of Cross-Petition says that The Gambrinus Stock Company is a duly incorporated company, incorporated under the laws of the State of Ohio and doing business in the State of Ohio and other where with principal office and business at Cincinnati, in the State of Ohio.

This defendant says that there is due to it from the defendant J. H. Harper, on his promissory Note dated November 30th. A.D. 1904, the sum of Four Hundred Dollars ($400.00) with interest from December, 1st. 1904. at six per cent. per annum and of which the following is a copy with the endorsements thereon:

"$400.00 Springfield, Ohio, Nov., 30th., 1904.

One day after date I promise to pay to the order of Gambrinus Stock Co., Four Hundred Dollars at their office in Springfield, O. Value received; at 6% per annum after maturity. This note is secured by chattle Mortgage.

J. H. Harper."

There are no credits thereon.

Second Cause of Action.

Defendant for its second cause of action says that to secure the payment of said note the defendant, J. H. Harper, on the 8 th. day of December, 1904. executed and delivered to the defendant The Gambrinus Stock Company a chattel mortgage by which he conveyed to The Gambrinus Stock Company as security for said Note the following described goods and chattels to-wit; "All bar fixtures, Card Tables, and pool table, chairs, Store and Slot Machines, and Restaurant fixtures and furniture, Ice Chest, Tobacco & Cigar Case, all situated and being in any business room in the building known as the former building, on the corner of Plum and 5th. Streets, in the Village of Marysville, Ohio.

Said Mortgage contained the following condition to-wit:" To have and to hold all and singular the goods and chattels above bargained and sold or intended to be bargained and sold unto the said The Gambrinus Stock Company its Administrators and assigns forever.

Provided always and these presents are upon this condition, that if the said J. H. Harper shall well and truly pay unto the said "The Gambrinus Stock Company" or to its Executors, Administrators and assigns his certain promissory Note dated November 29th. 1904 by him (made) to said company for the sum of Four Hundred Dollars, then these presents shall be void, otherwise the same shall be in full force and virtue in law.

That on the 8th. day of December, A.D. 1904 at 2: 10 o'clock P. M.,

said Mortgage was deposited with the recorder of Union County, Ohio.

The said J. H. Harper being and still is a resident of the Township of Paris in said County of Union, and said property being located in said Township of Paris in which said Township the County seat of said County is located, and further said defendant The Gambrinus Stock Company did on the 1st. day of December 1905 at 1:50 o'clock P.M. refile said Mortgage with the said Recorder of said County of Union in the State of Ohio.

That the said defendant, the said J. H. Harper did not pay the said Note when the same came due nor any part thereof nor has the said Note or any part thereof been paid since the same came due. That said Mortgage is the first and best lien on said property in said Mortgage described.

Wherefore the said defendant, The Gambrinus Stock Company asks judgment against the said defendant, J. H. Harper, in the sum of Four Hundred Dollars, with interest at six per cent. per annum from the 30th. day of November, A.D. 1904. That said property may be ordered to be sold and the proceeds applied in payment of said claim and for such other and further relief as may be just and equitable.

The Gambrinus Stock Company.
By L. Piper, its Attorney.

8525
Legal Notice.

State of Ohio, Union County. SS.

L. Piper, being duly sworn according to law, says, that he is the attorney of The Gambrinus Stock Company, duly authorized in the premises, that the above pleading is founded upon a written instrument for the payment of money and is now in the possession of this affiant and that the defendant The Gambrinus Stock Company, is a non-resident of the said County of Union.

L. Piper.

Sworn to by L. Piper and by him subscribed in my presence this 30th day of April, A.D. 1906.

(Seal). Chas. P. Penhorwood, Clerk.

I hereby waive all questions as to time and rule days in pleading in the above entitled case of Gambrinus & Co., and consent that said property be sold at the earliest time possible, and under the laws governing Sales under Executions —

April, 30th. 1906.

E. W. Porter, Attorney for
S. Allschul Jr. & Company.

8525
Entry.

On May, 1st. 1906, the following Entry was filed.

S. Allschul Jr. & Co.
(Vs.)
J. H. Harper et. al.

Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard on the pleadings and evidence; on consideration whereof the Court finds that the allegations in the Answer and Cross-Petition of the defendant "The Gambrinus Stock Company" are true; that the defendant J. H. Harper does owe the defendant The Gambrinus Stock Company, as damages, on the claim set forth in its answer and cross-petition the sum of Four Hundred and Thirty-Six Dollars ($436.00) which by virtue of the

8525.
Order of Sale!

Chattle Mortgage therein set forth, is a good and valid lien and the first lien and the best lien on the petition described.

It is therefore considered that the defendant The Gambrinus Stock Company, recover of the said defendant, J. H. Harper, its damages and also its costs of this suit.

And it is ordered that unless the costs of this suit and said judgment shall be paid within one day from the date hereof an order shall be issued to the Sheriff of this County, directing him to sell the chattel property aforesaid as upon execution and from the proceeds pay:

First, The costs of this suit so far as made in connection with the answer and cross-petition of the defendant, The Gambrinus Stock Company.

Second - To the Gambrinus Stock Company its said judgment and bring the balance into Court for its further order.

On May, 14th. 1906, the following Legal Notice was filed.

8525 Legal Notice.

S. Altschul Jr. & Co.
Vs.
J. H. Harper, et. al.

Court of Common Pleas,
Union County, Ohio.
May, 14th. 1906.

An Order of Sale on foreclosure of Chattel Mortgage.

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 Edward Scheiderich's barn, 2 doors south of The Robinson & Curry Co's. office on east side of Street in Marysville, Ohio, on Monday, May 14th. 1906, at or about the hour of one o'clock p. m., on said day, the following described chattels, to-wit:

All bar fixtures, card tables, pool tables; chairs, stove, slot machines, restaurant fixtures, furniture, ice chest, tobaccos and cigar case which were in said J. H. Harper's business room in the former building in Marysville, Ohio, but have recently been removed and stored in the above described place. Terms of Sale: Cash.

D. F. Bolenbaugh, Sheriff Union Co. O.

Proof of Publication.

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 2 consecutive weeks on and next after May 3rd. 1906, 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 14th day of May, A. D. 1906.
Printers fee: $6.00

(Seal) Chas. E. Penhorwood, Clerk.

Order of Sale! 8525.

On May, 2nd. 1906, the following Order of Sale was issued, and was filed with the Clerk of said Court on May, 14th. 1906.

Order to Sell Mortgaged Goods and Chattels.

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

Whereas, On the 1st. day of May, of the April Term, A. D. 1906, of the Court of Common Pleas, of said County, The Dambrinus Stock Co., recovered judgment against J. H. Harper for the sum of $436.00 do. gether with the costs of suit; and it appearing to the Court that the claim upon which the above judgment was rendered, is secured by Mortgage on the following goods and chattels, situate in Union County, Ohio, do-wit:-

All bar fixtures, card tables, pool tables, chairs, stove, slot machines, restaurant fixtures, furniture, ice chest, tobacco and cigar case, which were in said J. H. Harper's business room in the former building in Marysville, O; but have recently been removed and stored. You are therefore hereby commanded to proceed forthwith to advertise and offer for sale said goods and chattels, to satisfy said judgment and costs, and costs that may accrue; and that you make return of your proceedings herein together with this writ, within sixty days from this date.

Witness my hand and the seal of said Court, this 2nd. day of May A.D. 1906,

(Seal). Chas. F. Pentecrood, Clerk.

Sheriff's Return.

The State of Ohio, Union County, SS.

In obedience to the command of the Order of Sale hereto annexed, on the 3rd. day of May, 1906, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said goods and chattels to be sold at public sale, at Marysville, O. on the 14th. day of May, A. D. 1906, at or about the hour of one o'clock P. M., of said day. And having advertised the said goods and chattels for more than ten days previous to the day of sale, do-wit; two consecutive weeks; and in pursuance to said notice, I did, on said 14th day of May, A. D. 1906, at the time and place hereinbefore mentioned, proceed to offer said goods and chattels at public sale, and there and there came A. Hibschmann and John Huber, who bid for the same the sum of Fifty 80/100 Dollars, and said A. Hibschmann & John Huber being the highest and best bidders thereof, I then and there publicly sold and struck off said goods and chattels to them for said sum of 50 80/100 Dollars.

Fees: $1.82

D. F. Bolenbaugh, Sheriff.

Entry.

On May, 21st. 1906, the following Entry was filed.

8525 Entry.

D. Allschul Jr. & Co.
vs.
J. H. Harper, et. al.

Court of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing upon the report of the Sheriff of the Sale of the goods and chattels of the defendant, J. H. Harper, upon the Order of Sale issued on the judgment obtained by the defendant, The Dambrinus Stock Company upon their claim as set up in their Answer and Cross-Petition filed herein; and the Court being satisfied that said sale and proceedings have been had in all respects in conformity to law, do therefore approve and confirm the same.

And the Court coming now to the distribution of the proceeds of said Sale amounting to $50.80 it is ordered that the Sheriff out of the money in his hands pay:-

First: To the Clerk of this Court, the costs of this action taxed to the sum of $17.83

Second: And to the Gambrinus Stock Company to apply on their judgment of $436.00 the balance of said proceeds, amounting to $32.97.

And it appearing to the Court that the claim of the plaintiff, S. Altschul Jr. & Co. has been settled and the costs made by them in this case paid, and there being nothing further to adjust in this action the petition of plaintiff is dismissed.

Attest: Chas. P. Penhorwood, Clerk,
By Olive E. Penhorwood, 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 said Court, at the April Term, A.D. 1906.

Be it remembered that on the 20th. day of June, 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

85 34 Petition

The Bank of Plain City.
Vs.
A. E. Mitchell and Amy E. Mitchell,

Court of Common Pleas,
Union County, Ohio.
June, 20th. 1906.

The plaintiff says that it is a partnership doing a general banking business under the firm name and style of The Bank of Plain City in the Village of Plain City in the Counties of Union and Madison and the State of Ohio, and that this action is founded upon a promissory Note, of which the following is a Copy, with all the credits and indorsements thereon;

$252.25 Plain City, O., Dec. 29th. 1905.

One day after date for value received, we jointly and severally promise to pay The Bank of Plain City, or order Two Hundred Fifty-two and 25/100 Dollars, at its office in Plain City, Ohio, with interest after maturity at the rate of 8 per cent. per annum, payable annually. And it is hereby agreed that after this obligation shall have become due, time of payment may be extended, from time to time, without our knowledge or consent, and we shall remain liable notwithstanding such extension of time, and we hereby authorize any Attorney-at-Law to appear before any Court of Record or Justice of the Peace in the State of Ohio or elsewhere, at any time after this obligation becomes due and waive process and service thereof and without notice confess judgment against us or any or either of us, in favor of The Bank of Plain City for the amount that may appear due thereon, for principal, interest, cost of suit and all Attorney fees, releasing all errors in the judgment so confessed and waiving all right and benefit of appeal and any or all proceedings to set aside, vacate, open, suspend or reverse such judgment or execution issued for the collection thereof. We also waive all benefit of advantage to which we may be entitled by virtue of homestead or other exemption law, now or hereafter in force in this or any other state, or elsewhere, where judgment may be entered by virtue hereof. We hereby authorize the payee, its agents or assigns, to sell at public or private sale, any or all Notes, Stock, Bonds or other evidence of indebtedness pledged as collateral to the payment of this Note.

A. E. Mitchell, (Seal)
Amy E. Mitchell, (Seal)

There is due to plaintiff from the defendants on said Note, the sum of Two Hundred and Fifty-One and 84/100 Dollars, which they claim with interest from the 20th. day of June, A.D. 1906. at eight per cent. per annum and for which with costs of suit, they ask judgment against the Defendant,

85 34 Answer,

85 34 Entry.

McCrory & Cameron, Atty's. for Plaintiff.

The State of Ohio, Union County, ss;

Richard L. Cameron, being sworn, says that he is one of the Attorneys of record in the above cause and that it is a suit on a promissory Note in possession of said Attorney, and that the facts stated and allegations in said Petition are, as affiant believes, true.

Richard L. Cameron.

Sworn to before me, and signed in my presence, this 20th. day of June, A.D. 1906.

(Seal). Chas. P. Cushenwood, Clerk.

On June 20th. 1906, the following Answer was filed.

85-34 The Bank of Plain City
Answer, Vs.
A. E. Mitchell, and Amy E. Mitchell.

Court of Common Pleas, Union County, Ohio.

The Defendants, A. E. Mitchell and Amy E. Mitchell, by J. L. Cameron Attorney, and an Attorney at Law of record in this Court, duly authorized thereto by the Warrant of Attorney embraced in the Note sued on in this suit and which Note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein; and said Defendants by J. L. Cameron, said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of Plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the Plaintiff on the said Note in manner and form as the Plaintiff has in its Petition set forth, and that the amount due upon said indebtedness at this day is the sum of Two Hundred and Dighty-two and 84/100 Dollars, bearing interest at eight per cent. per annum, and therefore, for that sum, with interest from this day at eight per cent. per annum and accruing costs they confess judgment in favor of the Plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error thereto.

J. L. Cameron Attorney for Defendants.

On June 20th. 1906, the following Entry was filed.

85-34 The Bank of Plain City
Entry. Vs.
A. E. Mitchell, et. al.

Court of Common Pleas, Union County, Ohio.

This day came the plaintiff by McCrory & Cameron its Attorneys, and filed its Petition against said defendants, and thereupon J. L. Cameron, an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said Defendants now produced in open Court from me shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendants, waive the issuing and

service of process, entered the appearance of said Defendants herein, and acknowledging that said Defendants did owe and were indebted unto the Plaintiff as it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said Defendants to said Plaintiff, on said indebtedness, the sum of Two Hundred and Sixty-One and 84/100 Dollars, bearing interest at 8 per cent. per annum, and that said Plaintiff ought to recover of said Defendants a judgment for that sum. It is therefore considered by the Court here, that the said The Bank of Plain City, Plaintiff, do recover of the said A. E. Mitchell and Amy E. Mitchell, Defendants, the sum of Two Hundred and Sixty-One and 84/100 ($261.84) Dollars, so confessed, as aforesaid, with interest from date at 8 per cent. per annum, and also costs in their behalf expended, taxed to $ ——— and by virtue of said Warrant of Attorney all errors in this action, judgment and proceedings, and all proceedings, petitions and Writs of error thereon, are by said Defendants waived and released.

Attest: Chas. P. Penhorwood, Clerk
By Olive E. Penhorwood, Deputy.

8376, 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 said Court, at the April Term, A.D. 1906.

Be it Remembered that on the 28th. day of Nov. 1904, the following Petition was filed with the Clerk of said Court, do-wit:-

8376, Petition.

W. D. Freshwater, as Admr. of the Estate of Barbara Machling-
Vs.
E. W. Porter, Executor of the Will and Estate of George W. Machling-

Court of Common Pleas, Union County, Ohio. Nov. 28th. 1904. Petition.

The plaintiff W. D. Freshwater says that he is the duly appointed and qualified Administrator of the estate of Barbara Machling, deceased, and that the defendant E. W. Porter is the duly appointed and qualified Executor of the Will and Estate of George W. Machling deceased.

That the said Barbara Machling was the mother of said George W. Machling and had an estate and interest in the farm on which said George W. Machling resided and was entitled to an interest and share in the proceeds of said farm, which estate and interest was more than sufficient to keep and maintain her and supply all her wants. That in the year 1882 the said Barbara Machling became a pensioner of the United State and as such received pension money as follows:-

September,	15th.	1882.	$ 30.00
July,	13th.	1882-	48.00
December,	13th.	1882-	24.00
September,	17th.	1883-	24.00
March,	14th.	1884-	48.00
June,	11th.	1884-	24.00
September,	10th.	1884-	24.00.
April,	27th.	1885-	48.00
June,	8th.	1885-	24.00
September,	9th.	1885-	24.00
December,	14th.	1885-	24.00
March,	8th.	1886-	24.00
October,	7th.	1886-	70.00
December	13th.	1886-	36.00
March,	28th.	1887-	36.00
June,	10th.	1887-	36.00
September,	12th.	1887-	36.00
December,	17th.	1887-	36.00
March,	13th.	1888-	36.00
June,	7th.	1888-	36.00
Sept.	6th.	1888-	36.00
		Total—	$ 1124.67

That at the death of said Barbara Machling there was accrued pension due her of $ 23.20 which was paid to said George

W. Machling in January, 1889. That all of said pension money was, by said Barbara Machling, placed in the hands of said George W. Machling to be held in trust for her, and to be accounted for to her or her heirs with interest. No time was fixed by the parties when said accounting should be made. The said Barbara Machling died on the 31st. day of October, 1888 intestate. Said George W. Machling never accounted to said Barbara Machling, or her estate for any part of the above sum of money but at the time of his death still had and held the same in trust as aforesaid. Nor has the said defendant ever accounted for said trust fund, or any part there of.

That on the 19th. day of November, 1904 the plaintiff made out his said claim in writing, against the estate of said George W. Machling and presented the same to the defendant, E. W. Porter for allowance, but the said defendant rejected the same.

The plaintiff says that the said trust fund, with its accrued interest now amounts to the sum of Seventy-Five Hundred and Seventy-Five Dollars, which sum of $2575.00 is now justly due the plaintiff as Administrator of the estate of Barbara Machling from the estate of said George W. Machling, and the plaintiff is entitled to an accounting for the same.

Therefore the plaintiff prays that the said defendant may be duly summoned to appear and answer this petition, and that he may be required to account to the plaintiff for said trust fund with interest, and that the said E. W. Porter as such Executor may be ordered and decreed to pay to the plaintiff as such Administrator the full amount of said trust fund and interest, to-wit, the sum of Seventy-Five Hundred and Seventy-Five Dollars, and that the plaintiff may have all such other relief as the nature of the case may require.

J. L. Cameron, Atty. for Pl'ff.

The State of Ohio Union County, ss.

W. S. Freshwater, plaintiff, being first duly sworn says that he believes the facts stated in this foregoing petition to be true.

W. S. Freshwater.

Sworn to before me and signed in my presence, this 26th day of November, 1904.

J. L. Cameron Notary Public.

Precipe — Clerk issue summons to Sheriff of Union County, returnable according to law. Amount claimed $2575.00 and equitable relief.

J. L. Cameron, Atty. for Pl'ff.

8376 Summons. — On November 28th. A.D. 1904, the following Summons was issued.

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

You are hereby commanded to notify E. W. Porter, Executor that he has been sued by W. S. Freshwater, Admr. in the Court of Common Pleas of Union County and must answer by the 31st. day of December, 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, 12th. day of

8376 Answer, — Dec
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8376 Entry.

Ee. W.

December, A. D. 1904.
Witness my hand and the seal of said Court, this 28" day of November, A. D. 1904.

Chas. P. Penhorwood, Clerk.
(Seal). By Olive Penhorwood, Deputy.

Sheriff's Return.

The State of Ohio, Union County, SS:-
Received this Writ Nov. 28th. A. D. 1904, at 1 o'clock P.M., and served same by personally handing to E. W. Porter, Executor, a true and certified copy of this Writ, with all the endorsements thereon November, 29th. 1904.
Fees; $0.56

D. H. Burnham, Sheriff.

8376, Answer,

Com December, 31st. 1904, the following Answer was filed.

W. D. Freshwater, Admr. &c. vs. E. W. Porter, Executor, &c.

Court of Common Pleas, Union County, Ohio.

The defendant says:-

That for answer to the petition of plaintiff, he admits that he is the duly appointed and qualified Executor of the Will and Estate of said George W. Machling, deceased, and that said Barbara Machling was the mother of deceased.

The defendant further admits that said Barbara Machling died on the 31st. day of October, A. D. 1888, intestate. And he also admits that on the 19th. day of November, 1904, the plaintiff made out his said claim in writing, against the estate of said George W. Machling and presented the same to the defendant herein, for allowance, as such Executor, but that this defendant rejected the same.

Defendant denies each and every other allegation in said petition not herein expressly admitted to be true.

Second Ground of Defense:- The defendant further answering to the petition of the plaintiff says, that the pretended cause of action set forth in said petition did not accrue within six years next before the commencement of this action and that therefore it is barred by the Statute of limitation.

Wherefore defendant asks judgment dismissing the petition with costs.

Porter & Porter, and D. W. Ayers, Attys. for Defendant.

E. W. Porter, the defendant herein, being sworn, makes oath, that the facts stated in the foregoing Answer are true, as he believes.

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. 1904.

(Seal). Chas. P. Penhorwood, Clerk.

8376 Entry.

On January, 30th. 1905, the following Entry was filed.

W. D. Freshwater, Admr. vs. E. W. Porter, Executor.

Court of Common Pleas, Union County, Ohio.

Entry.

This day the Court grants leave for Plaintiff to

file Amended-Petition, and the same was filed.

8376 Amended-Petition.

On January, 30th. 1905, the following Amended-Petition was filed.

W. D. Freshwater, as Administrator of the Estate of Barbara Machling
Vs.
E. W. Porter as Executor of the Will and Estate of George W. Machling-

Court of Common Pleas, Union County, Ohio, Amended-Petition. No. 8376.

The plaintiff W. D. Freshwater, says, that on the 27th. day of August, 1904, he was duly appointed and qualified as the Administrator of the estate of Barbara Machling deceased; the said Barbara Machling died on the 31st. day of October, 1888, but no Administrator or other personal representative was appointed for her estate until the appointment of the plaintiff.

The said E. W. Porter is the Executor of the Will and Estate of George W. Machling who died in this county on the 14th. day of April, 1904. The said Barbara Machling was the widow of Philip Machling who died prior to the year, 1870. In his life time the said Philip Machling had made provision for said Barbara Machling by conveying to said George W. Machling 100 acres of land in this County on consideration that said Barbara should live with him and have one third of the proceeds of said farm as long as she lived and the said Barbara did live with her said son on said land until the time of her death and her interest in the proceeds of said farm was more than sufficient to supply all her wants.

That in the year 1882 the said Barbara Machling became a pensioner of the United States, and having no immediate use for her pension money she arranged with the said son, George W. Machling that she would place said pension money, as she received it, in his hands to be by him held in trust for her, and the said George W. Machling undertook said trust, and was to receive said pension money and hold the same in trust for his Mother, and account to her or her estate for the same with interest. The said Barbara Machling received pension money from the United States as follows:

September,	15th. 1882.	$ 30. 00
December,	13th. 1882.	24. 00
July	20th. 1883.	48. 00
September,	17th. 1883.	24. 00
March,	14th. 1884.	48. 00
June,	11th. 1884.	24. 00
September	10th. 1884	24. 00
April,	12th. 1885.	48. 00
June,	8th. 1885	24. 00
September,	9th. 1885	24. 00
December,	14th. 1885	24. 00
March,	8th. 1886	24. 00
October,	7th. 1886	70. 00
December,	13th. 1886.	36. 00

March, 28th. 1887-	$36.00
June, 10th. 1887-	36.00
September, 12th. 1887-	36.00
December, 17th. 1887-	36.00
March, 13th. 1888-	36.00
June, 7th. 1888-	36.00
September, 6th. 1888-	36.00.
Total —	$1124.00.

All of said pension money was by said Barbara Machling placed in the hands of said George W. Machling to be held in trust by him as aforesaid.

That at the time of her death there was accrued pension due the said Barbara Machling in the sum of $23.20 which the said George W. Machling was such trustee also received, and which he was to account for with the other trust funds, but no time was fixed for said accounting, by the said Barbara Machling and no personal representative was appointed for her until after the death of said George W. Machling.

The said George W. Machling never accounted to said Barbara Machling or her estate for the above sums of money or any part thereof, but continued to have and hold the said trust funds in his hands until the time of his death. Nor has the defendant ever accounted for said trust fund or any part thereof.

That on the 19th. day of November, 1904, the plaintiff made out his said claim in writing, against the estate of said George W. Machling and presented the same to the defendant E. W. Porter as such Executor, for allowance, and made demand upon him to account for said trust funds, but the said E. W. Porter rejected said claim and refused to account for said fund or any part thereof.

The plaintiff says that the said trust fund, with its accumulated interest now amounts to the sum of Seventy-Five Hundred and Seventy-Five Dollars, ($25.75.00) which sum of $25.75.00 is now justly due the plaintiff as Administrator of the Estate of Barbara Machling, from the estate of said George W. Machling, and the plaintiff is entitled to an accounting for the same.

Therefore the plaintiff prays that the said defendant may be required to account to the plaintiff for said trust fund with interest, and that said E. W. Porter as such Executor ordered and decreed to account for, and turn over to the plaintiff the said trust fund with its accrued interest, to-wit, the sum of Seventy-Five Hundred and Seventy-Five Dollars, and for all such other and further relief as the nature of the case and equity may require.

J. L. Cameron, Atty. for Plaintiff.

The State of Ohio, Union County, SS:-

W. D. Freshwaters, being first duly sworn says that he believes the allegations made in the foregoing petition to be true.

W. D. Freshwaters.

Sworn to before me and signed in my presence this 21st.

day of January, 1905.
Richard L. Cameron, Notary Public.

On April, 8th. 1905, the following Demurrer was filed.

8376. Demurrer.

W. S. Freshwater, as Admr. of Barbara Machling.
Vs.
E. W. Porter as Executor of the Will and Estate of George W. Machling.

Court of Common Pleas
Union County, Ohio.
Demurrer,
No. 8376.

The defendant herein demurs to the Amended-Petition of the Plaintiff, filed herein on the 30th. day of January, 1905, and for ground of demurrer says:-

That said Amended-Petition does not state facts sufficient to constitute a cause of action against this defendant, as prayed for.

Porter & Porter and Ayers, Attys. for Def't.

On July, 1st. 1905, the following Entry was filed.

8376 Entry.

W. S. Freshwater, Admr.
Vs.
E. W. Porter, Executor,

Court of Common Pleas,
Union County, Ohio.

This day the demurrer of the defendant to the Amended-Petition was overruled by the Court, to which the defendant excepts.

And leave is granted defendant to answer in thirty days and cause continued.

On October, 13th. 1905, the following Entry was filed.

8376. Entry.

W. S. Freshwater, Admr,
Vs.
E. W. Porter, Executor,

Court of Common Pleas,
Union County, Ohio.

This day leave was granted by the Court to defendant to answer herein in 30 days.

On November, 11th. 1905 the following Answer was filed.

8376 Answer

W. S. Freshwater, Admr.
Vs.
E. W. Porter, Executor.

Court of Common Pleas,
Union County, Ohio.

Defendant, answering the Amended-Petition of Plaintiff, by leave of the Court, admits;

That the plaintiff is the duly appointed and qualified Administrator of the Estate of said Barbara Machling, deceased, duly authorized in the premises; that the said Barbara Machling died on the 31st. day of October, 1888; that no Administrator or personal representative was appointed for her estate until the appointment of the plaintiff herein; and until after the death of said George W. Machling; that the defendant, said E. W. Porter, is the Executor of the Will and Estate of said George W. Machling, deceased, who died, as alleged, on said 14th. day of April, 1904; that the said Barbara Machling, was the widow of Philip Machling, who died prior to the year 1870 as alleged; that in his life-time the said Philip Machling had made provision for said Barbara Machling (and the said Philip Machling)

by conveying to said George W. Machling, one hundred acres of land in this County, on consideration that said Barbara (and Philip) should live with him and have one third of the proceeds of said farm as long as she lived, and that the said Barbara did live with her said son, on said land, until the time of her death; but defendant denies that her interest in the proceds of said farm was more than sufficient to support all her wants. The defendant further admits that in the year 1882, the said Barbara Machling, became a pensioner of the United States, as alleged in plaintiffs petition; and that on the 19th. day of November, 1904, the plaintiff made out his said claim in writing, against the estate of said George W. Machling, and presented the same to the defendant, E. W. Porter, as such Executor, for allowance, and made demand upon him to account for said claim; and further that said E. W. Porter rejected said claim, and refused to account for said claim, or any part thereof, as alleged in plaintiffs petition.

And defendant denys each and every other allegation in said Amended- Petition not herein expressly admitted to be true, but he especially, and specifically, denies the allegation of said petition, averring that said George W. Machling received said sum of money to be held by him in trust, for the said Barbara Machling.

The defendant, further answering to said Amended- Petition, for a second defense, says:-

Second Defense - That before this action was brought, and during the life-time of said Barbara Machling, deceased, and that of George W. Machling deceased, the said George W. Machling do-nt, on the 6th. day of September, 1888, paid to said Barbara the last installment, it being the balance in full due her, do-nt, Thirty-Six dollars, of said above named pension money, who accepted the same in full satisfaction and discharge of the claim demanded by the plaintiff in his petition - And defendant says, as the plaintiff has already said in his petition, that no personal representative was ever appointed for the Estate of said Barbara Machling, and no one was ever authorize to receipt to the Government for said accrued pension of twenty-three and 20/100 Dollars, and defendant therefore denies that said George W. Machling ever received said sum.

Third Defense: The defendant further answering says; that the said George W. Machling before and on the date named in said petition, do-nt, September, 15th. 1882, and, until the time of his death, on said 14th day of April, 1904, was possessed of large sums of money; and was the owner, in his own right of large quantities of real-estate in said County of Union; and during all of said time, and until the time of said death was solvent, and abundantly able to pay the said Barbara Machling, or to account for, and pay to her estate, the claim and sum set forth in plaintiffs said petition.

Fourth Defense: The defendant further answering to the Petition of plaintiff says; that each item, and sum of money therein named, is barred by the Statute of limitations, because

the defendant says that more than six years have elapsed since the death of said Barbara Machling, before the commencement of this action.

Fifth Defense: This defendant says, that during, and after the year of 1882, and until the time of her death, the said Barbara Machling, in consequence of old age was infirm in health, and unaccustomed to the transaction of business, and defendant is informed and charges the same to be true, that in consequence of such old age, and infirm health, it was necessary for the said George W. Machling, with whom the said Barbara Machling resided, to accompany her to Marysville, Ohio, and to aid and assist her in drawing said pension money, and receipting therefor. And further, that when the voucher and other necessary pension papers were executed by her, and the check or draft of the government, in payment of her said pension was forwarded, the same was endorsed by her, and paid to her directly, or to the said George W. Machling, and the money handed to the said Barbara Machling.

Sixth Defense:- The defendant further answering says, that notwithstanding the averments of the petition that the claim, or claims, named in said petition are, and have been valid and subsisting claims against said estate of Barbara Machling, deceased, yet, this defendant says that no demand for payment has ever been made, as to said claims and assets, until the presentation of said claim to this defendant, as averred in said petition. And further, that no Administrator has ever been appointed to Administer on the estate of said Barbara Machling, until the appointment of the plaintiff herein as administrator as aforesaid, although, the defendant says, the said George W. Machling, and nearly all the heirs-at-law and legal representatives of said Barbara Machling resided in Union County, Ohio. And further, that notwithstanding the residence of said George W. Machling and said heirs-at-law and legal representatives of said Barbara Machling as aforesaid, and their full knowledge of the solvency of said George W. Machling, they concealed from said Machling, during his life-time, their said claims against him, as now averred in said petition.

Wherefore defendant asks to be dismissed with his costs.

D. W. Ayers and Ee. W. Porter, Attys. for Def't.

8376 Entry.

Ee. W. Porter, the defendant herein, being sworn, makes oath, that the facts stated in the foregoing Answer are true, as he believes.

Ee. W. Porter.

Sworn to by said Ee. W. Porter, before me, and signed by him in my presence, this 11th. day of November, A. D. 1905.

(Seal) Chas Southwood, Deputy Clerk.

Motion 8376.

On December 1st. 1905, the following Motion was filed.

W. S. Freshwater, Admr.
Vs.
Ee. W. Porter, Executor.

Court of Common Pleas
Union County, Ohio.
Motion.

8376 Demurrer.

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The plaintiff moves the Court for an order striking out of the second defense set up in defendants answer the words and figures following, to-wit:

"And defendant says, as the plaintiff has already said in this petition that no personal representative was ever appointed for the estate of said Barbara Machling, and no one was ever authorized to receipt to the Government for said accrued pension of twenty-three and 24/100 Dollars and therefore denies that said George W. Machling ever received said sum."

And for grounds of this motion the plaintiff says, that the matter asked to be stricken out, is argumentative, redundant, irrelevant and unnecessary matter incumbering the records and not defensive to the petition.

J. L. Cameron, Atty. for Plaintiff.

On December, 1st. 1905, the following Demurrer was filed.

8376 Demurrer.

W. D. Freshwater, Admr. — Court of Common Pleas,
Vs. — Union County, Ohio.
Ed. W. Porter, Executor. — Demurrer.

The plaintiff demurs to the Third Defense set up in defendants Answer and for grounds of demur says; that facts sufficient to constitute a defense to the petition are not in said Third Defense contained.

The plaintiff demurs to the Fourth Defense set up in defendants answer and for grounds of demur says; that facts sufficient to constitute a defense to the petition are not in said Fourth Defense contained.

The plaintiff demurs to the Fifth Defense set up in defendants answer and for grounds of demur says; that facts sufficient to constitute a defense to the petition are not in said Fifth Defense contained.

The plaintiff demurs to the Sixth Defense set up in the defendants answer, and for grounds of demur says; that facts sufficient to constitute a defense to the petition are not in said Sixth defense contained.

J. L. Cameron, Atty. for Plaintiff.

On June, 20th. 1906, the following Entry was filed.

8376 Entry.

W. D. Freshwater, Admr. — Court of Common Pleas,
Vs. — Union County, Ohio.
Ed. W. Porter, Executor, — Entry.

This day came the parties in open Court and reported to the Court that, subject to the confirmation and approval of the Court they had agreed upon terms of settlement and compromise of this cause upon the following terms, to-wit; The said defendant as Executor of George W. Machling is to pay the plaintiff as Administrator of Barbara Machling the sum of Three Hundred Dollars and pay the costs of this action, and the said W. D. Freshwater as Administrator of Barbara Machling is to accept

said sum of money in full settlement and compromise of the claim set up in the petition and in full settlement of all claims against the estate of said George W. Machling.

Whereupon the Court upon due consideration thereof does approve and confirm said settlement and compromise as just and reasonable between the parties.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant the said sum of Three Hundred Dollars and his costs herein expended.

Attest: Chas. F. Penhorwood, Clerk.
By Oliver Ed. Penhorwood, Deputy.

8526. Petition.

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8526 Summons.

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 Cleas of the State of Ohio, before the Hon. Duncan Dow, Judge of said Court at the April Term, A.D. 1906.

Be it remembered that on the 20th. day of April, 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8526. Petition.

H. E. Conkright,
Vs.
F. H. Douthard,

Court of Common Cleas,
Union County, Ohio.
April, 20th. 1906.

The above named plaintiff states that there is now due to him from the above named defendant the sum of Two Hundred and Six and 90/100 Dollars ($206.90) with interest at the rate of 6% per annum from the 9th. day of May, A.D. 1891, upon a certain promissory Note, of which the following is a Copy with all the indorsements thereon.

Copy of Note.

$270.00 Richwood, Ohio, Jan. 29th. 1889.

Two years after date I promise to pay W. I. Castanien or bearer, Two Hundred and Seventy Dollars, value received, with six per cent. interest from date.

F. H. Douthard.

Union Co. Claibourne Tp.
Payable at Marysville, Ohio.

Said Note had the following indorsement on the back there of. "Interest paid to Jan. 29th. 1891 also $67.60 on principal this May 9th. 1891."

Wherefore the plaintiff asks judgment against the defendant for the said sum of Two Hundred and Six and 90/100 Dollars ($206.90) with interest thereon at the rate of 6% per annum from the 9th. day of May, 1891 and for his costs and all proper relief.

McCrory & Cameron, Attys. for Plaintiff.

State of Ohio, Union County, ss.

H. E. Conkright, being first duly sworn says that the allegations of the foregoing petition are true as he verily believes.

H. E. Conkright.

Subscribed and sworn to before me this 20th. day of April, A.D. 1906. (Seal). Richard L. Cameron, Notary Public.

Precipe. To Clerk:- Issue Summons in the above entitled case to Sheriff of Union County for F. H. Douthard, returnable according to law.

McCrory & Cameron, Attys. for Plaintiff.

8526 Summons.

On April 20th. 1906, the following Summons was issued.

The State of Ohio, Union County, To the Sheriff of Union County: You are hereby commanded to notify F. H. Douthard that he has been sued by H. E. Conkright, in the Court of Common Pleas of Union County, and must answer by the 19th. day of May, A.D. 1906, or the petition of the said plaintiff will be taken as true,

and judgment rendered accordingly.

You will make due return of this Summons on the 30th. day of April, A.D. 1906.

Witness my hand and the seal of said Court, this 20th. day of April, A.D. 1906.

Chas. C. Pankenrood, Clerk.
By Clive E. Pankenrood, Deputy.

(Seal)

Sheriff's Return.

The State of Ohio, Union County, SS:-

Received this Writ, April, 20th. A.D. 1906, at 5 o'clock, P.M., and served same by leaving a true and certified copy of this writ with all the endorsements thereon, at the usual place of residence of the within named F. A. Southard, April, 22nd, 1906.

Fees: $4.22

D.C. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Deputy.

8490 Petition.

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8490 Affidavit.

85-26 Entry.

Our June, 20th. 1906, the following Entry was filed.

A. E. Pankright,
Vs.
F. A. Southard,

Court of Common Cleas,
Union County, Ohio.
Entry.

This day came the plaintiff by his attorneys, and the defendant being in default for answer or demurrer to the petition herein, the Court finds that the allegations of the petition are confessed by him to be true and that the said defendant F. A. Southard is indebted to the plaintiff A. E. Pankright in the sum of Three Hundred and Ninety-Four and $\frac{52}{100}$ ($394.\frac{52}{}$) Dollars.

It is therefore adjudged and decreed by the Court that the plaintiff recover from the said defendant the sum of Three Hundred and Ninety-Four and $\frac{52}{100}$ ($394.\frac{52}{}$) with interest at the rate of 6% from this date and his costs herein expended taxed at $ ——,

Attest: Chas. C. Pankenrood, Clerk.
By Clive E. Pankenrood, Deputy

Oleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, at the April Term, A.D. 1906.
Be it remembered that on the 12th. day of February, A.D. 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8490
Petition.

A. J. Richardson,
Vs.
W. W. Merchant.

Court of Common Oleas,
Union County, Ohio.
Feb. 12th. 1906.

Plaintiff says that on the 17th. day of August, 1895, the defendant made and delivered to plaintiff a promissory Note, in writing, of which the following is a copy with all credits and endorsements thereon;

$400.00 Marysville, O. August 17th. 1895.

On or before eighteen months after date I promise to pay to the order of A. J. Richardson, but not until it is allowed by P. C. Four Hundred Dollars at Marysville, Ohio.
Value received.

W. W. Merchant.

Oct. 8th. 1901. Rec'd. on the within Note Seventy-Four & 50/100 Dollars.
Oct. 24th. 1901, Received on the within Note Six Dollars.
That the claim for which said Note was given was on the day of allowed by the Probate Court of Union County, Ohio, which is the "P.C." referred to in said Note.
That no part of said Note has been paid except $80.50 as shown by said endorsements, and there is now due thereon the sum of Five Hundred Forty-Three and 70/100 Dollars.
Wherefore plaintiff prays that he may have a judgment against the defendant for said sum of $543.70 and costs of this suit.

Hooper & Robinson, His Attorneys.

The State of Ohio, Union County, SS;
James E. Robinson, being first duly sworn says that he is one of the attorneys for the plaintiff, that this action is founded upon a written instrument for the payment of money, and said instrument is in his possession, and that the facts stated and the allegations made in the foregoing petition are true, as he verily believes.

James E. Robinson.

Sworn to before me and subscribed in my presence this 12th. day of February, 1906.
(Seal). Olive Penhorwood, Deputy Clerk.

On February, 12th. 1906, the following Affidavit was filed.

8490
Affidavit.

A. J. Richardson,
Vs.
W. W. Merchant,

Court of Common Oleas,
Union County, Ohio.
Affidavit for Publication.

The State of Ohio, Union County, SS:-
James E. Robinson, being first duly sworn, says, that he is one

of the Attorneys for the plaintiff, that service in the above entitled case can not be made in the County of Union, that the defendant W. W. Merchant is a non-resident of the State of Ohio, that said action is one in which it is sought by a provisional remedy to take and appropriate the personal property of the defendant.

James E. Robinson

Sworn to before me and subscribed in my presence this 12th. day of February, 1906.

(Seal) Clive Cruikshank, Deputy Clerk.

On Feb. 12th. 1906, the following affidavit for Attachment was filed.

8490 Affidavit

A. J. Richardson, vs. W. W. Merchant

Court of Common Pleas, Union County, Ohio.

Affidavit for Attachment.

James E. Robinson, being duly sworn makes oath and says, that he is one of the Attorneys of the Plaintiff, that the said plaintiff has commenced a civil action in the Court of Common Pleas of said County of Union against the said W. W. Merchant Defendant to recover the sum of $543.70 Dollars in money now due and payable to said Plaintiff from said Defendant; that the said claim of the Plaintiff is founded upon a promissory Note executed by the defendant to the Plaintiff, that the said claim is just, and affiant believes the Plaintiff ought to recover thereon the sum of $543.70

The affiant further says that W. W. Merchant the defendant is a non-resident of the County of Union and is a non-resident of the State of Ohio,

Affiant further says that he has good reason to believe and does believe that Emory F. Sawyer of Union County, Ohio, has property of the said Defendant in his possession, to-wit; Eighty-Two and 47/100 Dollars. Affiant further says that the property sought to be attached by this proceeding is not exempt from execution, and further than this deponent saith not.

James E. Robinson

Sworn to before me and signed in my presence by the said James E. Robinson, this 12th. day of February, A. D. 1906.

(Seal) Clive Cruikshank, Deputy Clerk.

8490 Legal Notice.

On February, 16th. 1906, the following Order of Attachment was filed.

8490 Order of Attachment.

Attachment and Garnishee.

A. J. Richardson vs. W. W. Merchant

Court of Common Pleas, Union County, Ohio.

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

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant W. W. Merchant not exempt by law from being applied to the payment of the claims of the Plaintiff A. J. Richardson or so much thereof as will satisfy his claim for $543.70 and, also, for Twenty-Five Dollars, the probable costs

of this action.

Said having been made in said case that said plaintiff believes and has good cause therefor, that Emory F. Sawyer has the following described property of the said W. W. Merchant defendant, in his possession, to-wit: Eighty-two & 47/100 Dollars. You are therefore further commanded if you can not get possession of the above described property to leave with the above named Emory F. Sawyer, a copy of this order of attachment and this written notice that he be required to appear before the Clerk of the Court of Common Pleas of Union County, on the 17th. day of March, A.D. 1906, then and there to answer under oath all questions put to him touching the property of every description and credits of the said W. W. Merchant defendant in his possession or under his control, and disclose truly the amount owing by him to the said W. W. Merchant, defendant, whether due or not.

You will make due return of this order on the 26th. day of February, A.D. 1906.

Witness my hand and the seal of said Court, this 12th. day of February, A.D. 1906.

Chas. P. Penhorwood, Clerk.
By Olive Penhorwood, Deputy Clerk.

(Seal)

Sheriffs Return.

Office Sheriff, Union County, Ohio, February, 16th. A.D. 1906.

Received this order on the 12"day of February, A.D. 1906, and agreeably to the Command thereof, did, on the 13"day of February, A.D. 1906, find in the possession of Emory F. Sawyer, the said $82.47 referred to in this writ, but could not get possession of the same, and thereupon handed him personally a true and certified copy of this order of Attachment and written Notice.

Fees; $1.00

W. C. Bolenbaugh, Sheriff.

8490 Legal Notice.

Be May, 14th. 1906, the following Legal Notice was filed.

A. J. Richardson,
vs.
W. W. Merchant.

Court of Common Pleas,
Union County, Ohio.
Legal Notice.

W. W. Merchant of the city of Springfield in the State of Missouri, will take notice that A. J. Richardson of the County of Union, State of Ohio, did on the 12th. day of February, 1906, file his petition in the Court of Common Pleas, within and for the County of Union in said State of Ohio against him, setting up the execution of a promissory Note by the said W. W. Merchant to the said A. J. Richardson and praying judgment thereon for the sum of $543.70

The said W. W. Merchant is notified that he is required to appear and answer said petition on or before the 26th. day of April, 1906.

A. J. Richardson,
By Hooper & Robinson, his attorneys.

Proof of Publication.

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 March, 21st. 1906. 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 14th day of May, A. D. 1906.

Clerks fees, $10.50 (Seal) Chas. P. Cushenwood, Clerk.

On June, 20th. 1906, the following Entry was filed.

8490 Entry.

A. J. Richardson, vs. W. W. Merchant.

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

This day this Cause came on for hearing upon the pleadings and the evidence, the defendant being in default for Answer and Demurrer, having been legally notified of the pendency and demand of the petition herein by publication.

On consideration thereof the Court finds that the defendant W. W. Merchant is indebted to the plaintiff, A. J. Richardson, on the promissory Note set out in the petition the sum of $543.70 with interest at 6 % from February, 12th. 1906.

It is therefore, ordered and adjudged by the Court, that the plaintiff recover from the defendant the said sum of $543.70 with interest, as aforesaid, together with his costs herein expended taxed do $,

The Court further finds from the evidence upon the attachment and Answer of Garnishee, that the Garnishee had in his possession the sum of $82.47 which was paid into his hands as alleged in his Answer; and that his claim of $80.87 against said W. W. Merchant was a just and legal claim to against said sum of $82.47 and that he was entitled to appropriate said sum of $80.87 in payment of his claim; leaving a balance in his hands belonging to said W. W. Merchant of $1.60 which the Court orders paid to the Clerk of this Court, to apply on the above judgment.

Attest: Chas. P. Cushenwood, Clerk.
By Clive E. Cushenwood, Deputy.

8409 Petition.

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8409 Summons.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court at the April Term, A.D. 1906.
Be it remembered that on the 14th. day of March, 1905, the following Petition was filed with the Clerk of said Court, to-wit:-

8409 Petition.

James Gardner,
Vs.
George Gardner,

Court of Common Pleas,
Union County, Ohio.
March, 14th. 1905.

Now comes the Plaintiff and for his cause of action says; that the plaintiff together with the said George Gardner defendant are seized of an estate in fee simple as tenants in common in the following lands and tenements to-wit;
Situate in the County of Union and State of Ohio and in the Town of Arnold and being all of Lot No.11 in said Village, for a further description see the plat of said Village recorded in the office of the recorder of Union County, Ohio.
Your petitioner represents that he has an estate in fee simple in said lot equal to the undivided one-half part thereof and that the said George Gardner has an estate in fee simple therein equal to the undivided one half part thereof.
Wherefore your petitioner, desiring to hold his interest in severally, prays that your petitioners interest in said premises may be set off to him in severalty, and if the same cannot be done without manifest injury, then that said premises be sold or other order taken, pursuant to the Statute in such case made and provided, and for all other proper relief.

McCrory & Cameron, Attys. for Plaintiff.

State of Ohio, Union County, ss;
James Gardner being first duly sworn says that the facts stated and allegations made in the foregoing petition are true as he verily believes.

James X Gardner.
his mark.

Subscribed and sworn to before me this 14th. day of March, 1905.
(Seal) Richard L. Cameron, Notary Public.

Precipe.

To the Clerk:-
Issue summons for George Gardner, defendant, directed to the Sheriff of Union Co., and returnable according to law.

McCrory & Cameron, attys. for Plaintiff.

On March, 14th. 1905, the following Summons was issued

8409 Summons.

The State of Ohio, Union County. To the Sheriff of Union County:
You are hereby commanded to notify George Gardner, that he has been sued by James Gardner in the Court of Common Pleas of Union County, and must answer by the 15th. day of April, A.D. 1905, or the 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 March, A.D. 1905.
Witness my hand and the seal of said Court, this 14th day of March, A.D. 1905.
Chas. P. Pendergrood, Clerk.
(Seal). By Clara Pendergrood, Deputy.

Sheriff's Return.

Received this Writ March, 14th. A.D. 1905 at 3 o'clock P.M., and served same by personally handing to the within named defendant a true and certified copy of this writ with all the endorsements thereon, this 16th. day of March, 1905.
Fees; $2.30
D. C. Bolenbaugh, Sheriff.

On May, 12th. 1905, the following Entry was filed.

8409. Entry.

James Gardner,
Vs.
George Gardner,

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

And now this cause coming on to be heard upon the petition of plaintiff and the evidence the Court find that the defendant has been legally served with summons herein, and that he is in default for Answer and demurrer.

Thereupon the Court further find that the plaintiff and the defendant herein are tenants in common in the estate described in the petition; that the plaintiff, James Gardner has a legal right to the one half of said estate, and that the defendant, George Gardner, has a legal right to the one-half of said estate; and that the plaintiff is entitled to have partition made of said premises, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made; and Charles D. Brown, Andrew Gill and D. L. Curry, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make and set off the same.

And it is ordered that if said estate is entire, and cannot be divided by metes and bounds without manifest injury to the value thereof, that the same be appraised at its true value in cash; and of his proceedings herein, said Sheriff is ordered to make due return.

On May, 12th. 1905, the following Writ of Partition was issued.

8409 Writ of Partition.

Writ of Partition.

The State of Ohio, Union County, To the Sheriff of said County:
Pursuant to an order of our said Court of Common Pleas within and for said County, at the April Term, A.D. 1905, in a certain cause No. 8409, now pending in said Court, wherein James Gardner was plaintiff and George Gardner was defendant, you are commanded that without delay by the oaths of Andrew Gill, Lewis Curry and Charles Brown, 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

8409 Entry.

following described premises, situate in the County of Union, and State of Ohio, to-wit: In the town of Arnold, and being all of lot No. eleven; for a further description see the recorded plat of said town in the office of the Recorder of Union County. Among the persons named herein, and in the following proportions, to-wit
To James Gardner one-half part.
To George Gardner one-half part.
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 nature of the estate, you cause them to make a just valuation of the same in money, and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.
Witness my hand and the seal of said Court at Marysville, Ohio, this 12th. day of May, 1905.
(Seal) Chas. C. Cushenwood, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ, I have executed the same by the oaths of Andrew Gill, Lewis Curry and Charles Brown; 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 13th. day of May, 1905.
Fees: $4.08
W. C. Bolenbaugh, Sheriff

Commissioner's Report.

James Gardner,
Vs.
George Gardner.

Court of Common Pleas,
Union County, Ohio.

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, we are of opinion that the said estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at One Hundred Dollars.
Given under our hands this 13th day of May, 1905.
Fees: $3.00
Chas. D. Brown
A. Gill,
C. L. Curry,
} Commissioners.

On May, 13th. 1905, the following Entry was filed.

Court of Common Pleas,
Union County, Ohio.

8409 Entry.

James Gardner
Vs.
George Gardner,

This day this cause coming on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing that said estate cannot be divided accord-

ing to meles and bounds without an unjust injury to the value thereof, and that said Commissioners have made and returned their appraisement thereof in the sum of $100.00 the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of the parties electing to take the said estate at its appraised value, on motion of the plaintiff it is ordered that said premises be sold at public auction; and that an order issue therefor to the Sheriff of Union County. And for good cause shown it is ordered that the sale be made for cash.

8409 Order of Sale.

On May 15th. 1905, the following Order of Sale was issued.
The State of Ohio, Union County, ss. To the Sheriff of said County:
Pursuant to an order of our said Court of Common Pleas, within and for said County, at the April Term, A.D. 1905, in a certain cause No. 8409, for Partition, now pending in said Court, wherein James Gardner is Petitioner, and George Gardner is Respondent, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, situate in the County of Union and State of Ohio, to-wit:

Being all of lot number eleven (11) in the town of Arnold; for a further description see the recorded plat of said town in the office of the Recorder of Union County.

Appraised as follows: One Hundred Dollars ($100.00) Terms of Sale: Cash; and that your proceedings in the premises you make known to our said Court of Common Pleas within sixty days from the date hereof; and have you then and there this Writ.

Witness my hand and the seal of said Court, at Marysville, Ohio, this 15th day of May, 1905.

(Seal) Chas. P. Cushenwood, Clerk.

8409 Sheriff's Sale.

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio; and on the 17th day of June, 1905, at one o'clock P.M., on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this Writ. Not sold for the want of bidders.

Fees: $8.90 O.K.

D. P. Bolenbaugh, Sheriff Union Co. O.

8409 Alias Order of Sale.

On August, 1st. 1905, the following Alias Order of Sale was issued.
The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting:
Whereas, pursuant to an order of our said Court of Common Pleas, within and for said County, at the April Term, A. D. 1905, in a certain cause No. 8409, for Partition, now pending in said Court, wherein James Gardner is Petitioner and George Gardner, is Respondent, a writ issued out of said Court, on the 15th. day of May.

1905, for the sale of the lands and tenements in said petition described, situate in the County of Union, and State of Ohio, to-wit;
Being all of the Lot number eleven (11) in the town of Arnold; for a further description see the recorded plat of said town in the office of the Recorder of Union County.
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 in such case provided the said premises above described, under appraisement last heretofore had herein, to-wit: One Hundred Dollars ($100.00)
Terms of Sale; Cash; and that your proceedings in the premises you make known to our said Court of Common Pleas, within sixty days from the date hereof; and have you there and there this Writ.
Witness my hand and the seal of said Court, at Marysville, Ohio, this 1st. day of August, 1905.

Chas. P. Penhorwood, Clerk.
(Seal). By Olive Penhorwood, Deputy.

Sheriffs Return.

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and of general circulation in Union County, Ohio; and on the 2nd. day of September, 1905, at one o'clock P.M., on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenements described in this Writ; Not sold for the want of bids.
Fees: $0.00

D. C. Bolenbaugh, Sheriff, Union Co. O.

8409 Sheriffs Sale.

On April, 18th. 1906, the following Legal Notice was filed.

James Gardner
Vs.
George Gardner,

Court of Common Pleas,
Union County, Ohio.
On Order of Sale in Partition.

By virtue of the above stated Writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, April, 21st. 1906, 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 Jerome, County of Union and State of Ohio, and bounded and described as follows:- Being all of the Lot number eleven (11) in the town of Arnold; for a further description see the recorded plat of said town in the office of the Recorder of Union County. Appraised at One Hundred Dollars. Terms of Sale; Cash.

D. C. Bolenbaugh, Sheriff, Union Co. O.

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 March, 21st. 1906.

W. O. Shearer.

Sworn to and subscribed before me, this 18th day of April, 1906.
Clerk's fees: $11.50 (Seal) Chas. P. Smithourod, Clerk.

8409 Alias Order of Sale.

On March, 19th. 1906, the following Alias Order of Sale was issued.
The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting:
Whereas, Pursuant to an order of our said Court of Common Pleas, within and for said County, at the April Term, A.D. 1905, in a certain cause No. 8409, for Partition, now pending in said Court, wherein James Gardner is Petitioner and George Gardner is Respondent - a writ issued out of said Court, on the 15th day of May, 1905, for the sale of the lands and tenements in said petition described, situate in the County of Union and State of Ohio, to-wit; Being all of Lot - Lot number eleven (11) in the town of Arnold; for a further description see the recorded plat of said town in the office of the Recorder of Union County, 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 in such case provided the said premises above described, under appraisement last heretofore had therein, to-wit; One Hundred Dollars, Terms of Sale, Cash; and that your proceedings in the premises you make known to our said Court of Common Pleas, within sixty days from the date hereof; and have you then and there this Writ.
Witness my hand and the seal of said Court, at Marysville, Ohio, this 19th day of March, 1906.
(Seal) Chas. P. Smithourod, Clerk.

Sheriff's Return

As commanded by this Writ, I have caused the lands and tenements therein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and of general circulation in Union County, Ohio; and on the 21st day of April, 1906, at one o'clock P.M., on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this Writ; And then and there came James Gardner, who bid for the same the sum of Seventy ($70.00) Dollars, said sum being more than two-thirds of the appraised value; and the being the highest and best bidder, he was declared the purchaser.
Fees: $2.35
D. C. Bolenbaugh, Sheriff Union Co. Ohio.

8409 Entry.

On May 4th. 1906, the following Entry was filed.
James Gardner, vs. George Gardner,
Court of Common Pleas, Union County, Ohio.
Confirmation of Sale.
On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied on examination

that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser James Gardner free of all dower. It is further ordered by the Court that the proceeds of the sale hereof be held by the Sheriff, until a hearing is had on the Answer of George Gardner, and distribution at a future day to be made.

On June, 20th. 1906, the following Entry was filed.

8409 Entry.

James Gardner,
Vs.
George Gardner,

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing upon the Motion of plaintiff by his Attorney for distribution of the proceeds of said Sale, amounting to the sum of $70.00.

On consideration thereof the Court orders that the Sheriff pay to the Clerk of this Court the amount of said proceeds in his hands to be by said Clerk distributed pro rata on the costs made in said case, including an Attorney fee to plaintiff's Attorneys of $25.00, taxed to ——,

Attest; Chas. P. Penhorwood, Clerk,
By Olive E. 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 said Court, at the April Term, A.D. 1906.

Be it remembered that on the 10th. day of April, 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

8517
Petition

Mary J. Thompson,
Vs.
Louisa J. McClung, widow,
Eva L. Ryan, Aminda Kenton,
Dosia Smith, Kenneth Berry
and Dick Berry - Defendants.

Court of Common Pleas,
Union County, Ohio.
April, 10th. 1906.
Petition for Partition.
No. 8517.

Plaintiff says that James McClung, of Union County, Ohio, was in his lifetime seized of in fee simple and in possession of the following described real estate, to-wit:-

Situate in the County of Union, State of Ohio, and in the Township of Mill-Creek, described as follows to-wit; Our survey No. 3477.

Beginning at a stone in the S.W. corner of George Kerbey's land and the Bell Gravel Road, and running west with said gravel road 16 rods to a stake in A.B. Ebright's east line; Thence N. with said A.B. Ebright's line 30 rods to a stake in said A.B. Ebright's and George Kerbey's line; Thence E. 16 rods to a stake - Thence S. 30 rods to the place of beginning, - containing Three acres of land.

That the said James McClung, being so seized of the above described real estate, died on the day of April, 1896, intestate, leaving the defendant Louisa J. McClung his widow, and said Mary J. Thompson plaintiff, and defendants Eva L. Ryan, Aminda Kenton, Ella Berry, deceased, wife of John D. Berry, and Dosia Smith, Kenneth Berry and Dick Berry, his grandchildren, being children of the said Ellen Berry, deceased, his only heirs at law.

That by the death of the said James McClung, the plaintiff, Mary J. Thompson, and said defendants Eva Ryan and Aminda Kenton, became seized in fee as tenants in common of the one undivided one-fourth part each of the above described property; and the said Dosia Smith, Kenneth Berry and Dick Berry, grand-children each became seized of the one undivided one twelfth part thereof - each of said persons being subject however, to the right of dower of the said Louisa J. McClung.

That the dower of the said Louisa J. McClung, widow, has never been assigned to her:-

That the said Kenneth Berry and Dick Berry, are infants, over 14 years of age:-

Plaintiff says that the personal property of said James McClung was sufficient to pay all his debts, and that the said debts have all been long since paid:-

Plaintiff prays that partition of the real property above described may be made by said under the direction of

Precipe

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the Court between said plaintiff, and said defendants according to their respective rights and interests therein; that her interest in said premises may be set off to her in severalty; that Commissioners be appointed by the Court for the purpose of making such partition and assigning dower, or in case partition of said premises cannot be made without manifest injury to the value thereof, then that said premises may be sold by and under the direction of the Court, free of the rights of all persons parties to this suit, and that the proceeds of the sale may be distributed to the parties entitled thereto in their of their respective parts and proportions of the estate according to their just rights therein, and that plaintiff may have such other relief as may be just and equitable.

Mc Crory & Cameron, Attys. for Plaintiff.

The State of Ohio, Union County, ss:-

Mary J. Thompson, being first duly sworn, says that she is one of the legal heirs to said premises, and has the right to possession of said premises, and that the facts stated are true as she verily believes.

Mary J. Thompson.

Sworn to and subscribed in my presence this 9th. day of April, 1906. (Seal). Robt. Mc. Crory, Notary Public.

Precipe — To the Clerk:- Issue summons to the Sheriff of Union County for Kenneth Berry and Dick Berry. To Sheriff of Defiance County for Eva Ryan; To Sheriff Wyandote County for Rosia Smith; To Sheriff of Lucas County for Arminta Kenton, returnable according to law. (Indorse Partition of real property)

Mc. Crory & Cameron, Attys. for Plaintiff.

On April, 10th. 1906, the following Summons was issued.

8517 Summons. The State of Ohio, Union County. To the Sheriff of Lucas County; You are hereby commanded to notify Arminta Kenton that she has been sued by Mary J. Thompson in the Court of Common Pleas of Union County and must answer by the 12th. day of May, A. D. 1906, 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 23rd. day of April, A. D. 1906.

Witness my hand and the seal of said Court, this 10th. day of April, A. D. 1906.

(Seal) Chas. E. Penhorwood, Clerk. By Olive E. Penhorwood, Deputy.

Sheriff's Return.

The State of Ohio, Lucas County, ss:

Received this writ April, 10th. A. D. 1906, and served same on the 11th. day of April, by delivering to the within named defendant Arminta Kenton, at the Toledo State Hospital, a true and certified copy of this writ with endorsements thereon. On the same day I also notified Dr. S. R. Lorz, Superintendent of said Institution, the Toledo State Hospital, a true and certified copy of this writ with endorsements thereon, he having the care and custody of said defendant, Arminta Kenton.

Fees: $2.70

D. B. Chambers, Sheriff.
By J. P. Nurton, Deputy.

On April, 10th. 1906, the following Summons was issued.

8517 Summons.

The State of Ohio, Union County. To the Sheriff of Wyandotte County:
You are hereby commanded to notify Dosia Smith, that she has been sued by Mary J. Thompson in the Court of Common Pleas of Union County and must answer by the 12th. day of May, A.D. 1906. or the 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 April, A.D. 1906.
Witness my hand and the seal of said Court, this 10th. day of April, A.D. 1906.

Chas. P. Penhorwood, Clerk.
(Seal) By Olive E. Penhorwood, Deputy.

Sheriffs' Return.

The State of Ohio, Wyandot County ss:.
Received this writ April, 11th. A.D. 1906, at 7 o'clock A.M., and served same on the 13" day of April, A.D. 1906, by handing a certified copy thereof, with the endorsements thereon, to the within named Dosia Smith, defendant.
Fees: $2.37

Miles Keltner, Sheriff, Wyandot County, O.

On April, 10th. 1906, the following Summons was issued.

8517 Summons.

The State of Ohio, Union County, To the Sheriff of Defiance County:
You are hereby commanded to notify Era L. Ryan that she has been sued by Mary J. Thompson in the Court of Common Pleas of Union County and must answer by the 12th. day of May A.D. 1906, or the 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 April, A.D, 1906.
Witness my hand and the seal of said Court, this 10th. day of April, A.D. 1906.

Chas. P. Penhorwood, Clerk.
(Seal) By Olive E. Penhorwood, Deputy.

Sheriffs' Return.

The State of Ohio, Defiance County, ss.
Received this writ April, 11th. A.D. 1906, at 10, o'clock A.M., and served same by personally delivering to the within named defendant Era L. Ryan, a true and certified copy with all the endorsements thereon, on the 18th. day of April, A.D. 1906.
Fees: $2.59

Wm. S. Kopp, Sheriff.

On April, 10th. 1906, the following Summons was issued.

8517 Summons.

The State of Ohio, Union County, To the Sheriff of Union County:
You are hereby commanded to notify Kenneth Berry and Dick Berry, that they have been sued by Mary J. Thompson in the Court of Common Pleas of Union County, and must answer by the 12th. day of May, A.D. 1906, or the petition of the plaintiff will be taken as true, and judgment rendered accordingly.

8517 Summons.

8517 Answer.

You will make due return of this summons on the 23rd. day of April, A.D. 1906.
Witness my hand and the seal of said Court, this 10th. day of April, A.D. 1906,

(Seal) Chas. C. Cushenwood, Clerk.
By Olive E. Cushenwood, Deputy.

Sheriffs Return.

The State of Ohio, Union County, ss:

Received this writ April, 11th. A.D. 1906, at 10 oclock, A.M., and served same on the 22nd. day of April, 1906, I personally handed the within named Kenneth Berry a true and certified copy of this writ with all the endorsements thereon, and at the same time I left a copy as above described, at the usual place of residence of Dexter Berry, Father of the above named Kenneth Berry. the within named Dick Berry can not be found in my County.

Fees, $4.13

D. C. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Deputy.

8517
Summons.

On May, 9th. 1906, the following Summons was issued.

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

You are hereby commanded to notify Dick Berry, a minor, that he has been sued by Mary J. Thompson in the Court of Common Pleas of Union County and must answer by the 9th. day of June, A.D. 1906, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 21st. day of May, A.D. 1906.

Witness my hand and the seal of said Court, this 9th. day of May, A.D. 1906.

(Seal) Chas. C. Cushenwood, Clerk.
Sheriffs Return.

The State of Ohio, Marion County, ss;

Received this writ May, 10th. A.D. 1906, at 8:15 oclock, A.M., and served same by handing each of the within mentioned persons a true and duly certified copy with all the endorsements thereon, To the following named persons, Dick Berry, a minor, and Ott Berry the man he lives with.

Fees; $1.54

E. E. Drown, Sheriff.
By A. C. Johnston, Deputy.

8517
Answer.

On June, 18th. 1906, the following Answer was filed.

Mary J. Thompson,
Vs.
Louisa J. McClung, et. al.

Court of Common Pleas,
Union County, Ohio.

Now comes Louisa J. McClung, one of the defendants herein, in the above entitled cause, and voluntarily enters her appearance herein; and for answer to the petition in this case filed, says:- That she is the widow of the said James McClung, deceased, and as such is entitled to dower in the premises described in the petition, and that her age is 69 years; that she freely consents to the sale as prayed for, and waives the assignment of dower in said premises by metes and bounds or in

rents and profits, and asks the Court that said premises may be sold free from her dower estate therein, and that the value of such dower estate may be allowed and paid her in money out of the proceeds of sale, as the Court may deem reasonable.

McCrory & Cameron, Attys. for Defendant Widow.

The State of Ohio, Union County, ss:

Louisa J. McClung, being first duly sworn, says: that she is the widow of James McClung, deceased and that the allegations in the foregoing Answer are true as she verily believes.

Louisa J. her X mark McClung.

Sworn to before me and subscribed in my presence this 18th. day of June, A.D. 1906.

(Seal) Robt. McCrory, Notary Public.

On June, 20th. 1906, the following Entry was filed.

8517 Entry.

Mary J. Thompson, Pltf.
Vs.
Louisa J. McClung, et. al. Defts.

Court of Common Pleas, Union County, Ohio.

It is ordered by the Court that F. A. Thompson, be and he is hereby appointed by the Court Guardian for the suit for Kenneth Berry and Dick Berry the infant defendants named in the petition therein; and the said F. A. Thompson, appeared in open Court and accepted said appointment.

On June 20th. 1906, the following Answer was filed.

8517 Answer.

Mary J. Thompson, Pltf.
Vs.
Louisa J. McClung, et. al. Defts.

Court of Common Pleas, Union County, Ohio.

Answer of Guardian ad litem.

And now comes F. A. Thompson, and as Guardian for the suit for the minor defendants Kenneth Berry and Dick Berry, as named in the petition, and says, that he denies all material allegations of the petition prejudicial to said minor defendants.

F. A. Thompson, Guardian ad litem.

On June, 20th. 1906, the following Entry was filed.

8517 Entry.

Mary J. Thompson, Pltf.
Vs.
Louisa J. McClung, et. al. Defts.

Court of Common Pleas, Union County, Ohio.

Entry.

And now this cause coming on to be heard on the petition, the answer of Louisa J. McClung, and the answer of Kenneth Berry and Dick Berry, minor defendants, by F. A. Thompson their Guardian ad litem, and the evidence, the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition, and that with the exception of the above named, they are in default for answer thereto.

Thereupon, the Court further find that the plaintiff and the defendants hereinafter named are tenants in Common

in the estate described in the petition; that the said Louisa J. McClung, widow, is entitled to dower therein, and that subject thereto the plaintiff Mary J. Thompson, has a legal right to the one-fourth of said estate, the defendant Ora L. Ryan, a legal right to the one-fourth part thereof, the defendant Armintā Kenton, a legal right to the one-fourth part thereof, and the defendants, Dosia Smith, Kenneth Berry and Dick Berry, each a legal right to the one-twelfth part thereof; and that the plaintiff has a legal right to have partition made of said premises, as prayed for in her petition.

It is therefore, ordered, adjudged and decreed that partition of said estate be made, and that dower therein be assigned to said Louisa J. McClung; and that Abi Graham, Chas. Liggett and Levi Graham, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make and set off the same.

But it is ordered, upon the answer of the said Louisa J. McClung, that if, in the opinion of said Commissioners said Estate cannot be divided by metes and bounds without injury to the value thereof, no dower be assigned, and that said premises be appraised free from the said 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 the 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 thereinbefore severally found entitled, and also set off and assign the dower of the said Louisa J. McClung, if said estate can be divided, in manner as above.

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

On June, 20th. 1906, the following Writ of Partition was issued.

8517
Writ of Partition.

Writ of Partition and Dower.

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

To the Sheriff of said County:

Pursuant to an order of our said Court of Common Pleas, within and for said County, at the April Term, A.D. 1906, in a certain cause No. 8517, now pending in said Court, wherein Mary J. Thompson, plaintiff, and Louisa J. McClung, et. al. are defendants, you are commanded, that without delay by the oaths of Abi Graham, Chas. Liggett and Levi Graham, 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 dower to be set off and assigned to Louisa J. McClung, widow of James McClung, deceased, which was adjudged to her, in, and partition to be made, subject to said dower, of the following described real estate;- Situate in the County of Union, State of Ohio, and in the Township of Mill-Creek, described as follows to-wit: Survey No. 3477. Beginning at a stone in the S.W. corner of George Kerby's land and the Belt-Gravel Road, and running west with

said gravel road 16 rods to a stake in A. B. Ebright's east line;
Thence N. with said A. B. Ebright's line 30 rods to a stake in said
A. B. Ebright's and George Kerby's line; thence E. 16 rods to a
stake; Thence S. 30 rods to the place of beginning.
Containing Three (3) acres of land.
Among the persons named herein, and in the following pro-
portions, to-wit:
To Mary J. Thompson plaintiff, the undivided one-fourth part.
To Ezra Ryan, Defendant, the undivided one-fourth part.
To Araminta Kenton, defendant, the undivided one-fourth part.
To Dosia Smith, Kennette Berry and Dick Berry, each, one-twelfth part.
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, free from
the dower estate of Louisa J. McClung, she having waived the
assignment of her dower by metes and bounds, 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 20th. day of June, 1906.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ, I have executed the same by
the oaths of Alvi Graham, Chas. Liggett and Levi Graham, and
the said Commissioners bring of opinion that the said pre-
mises 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 20th. day of June, 1906.
Fees: $2.66

W. C. Bolenbaugh, Sheriff.

Commissioners Report.

Mary J. Thompson,
Vs.
Louisa J. McClung, et. al.

Court of Common Pleas,
Union County, Ohio.

According to the command of the writ of Partition here-
to annexed, and on the call of the Sheriff of said County, we the
undersigned Commissioners, after being first duly sworn, and
upon actual view of the premises, we are of opinion that the
said estate cannot be divided according to the demand of the Writ
without manifest injury to value thereof, and we do estimate
the value of the same at $250.00.
Given under our hands this 20th. day of June, 1906.
Fees: $3.00

Alvi Graham,
Chas. A. Liggett,
Levi Graham,
} Commissioners

On June, 20th. 1906, the following Entry was filed.

8517
Entry.

8517
Entry.

Mary J. Thompson,
vs.
Louisa J. McClung, et.al.

Court of Common Pleas,
Union County, Ohio.
June, 20th. 1906.

This cause coming on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same.
And it appearing that said estate cannot be divided by metes and bounds without injury to the value thereof, and that the said Commissioners have made and returned the appraisement thereof, free from the dower of the said Louisa J. McClung, in the sum of $250.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And it appearing to the Court that the said Mary J. Thompson has elected to take the said premises at the appraised value thereof, it is ordered by the Court, on good cause shown that the proportion thereof due to the other parties be paid in cash, and that upon the said Mary J. Thompson, paying the same, together with her proportion of the costs of this case, including Counsel fee of $25. to McCrory & Cameron, for their services therein, and her proportion of the taxes and penalty due on said premises, amounting to in all $; the said estate be, and it hereby is, adjudged to her; and the Sheriff is ordered thereupon to make and execute to her a conveyance thereof, free of the dower estate of the said Louisa J. McClung.

And the said Louisa J. McClung, having by her answer elected to receive in lieu of her dower, its value in money, the Court find the just and reasonable value thereof to be Twenty-three Dollars.

And the Court coming now to distribute the proceeds of said Estate, it is ordered that the Sheriff, upon receiving the same, as above, pay —
First, to the Treasurer of the County $0.57 being the taxes and penalty due on said premises.
Secondly — To the Clerk of the Court the costs of this action, including a counsel fee, the sum of $65.74
Thirdly — To the plaintiff the sum of $40.17 and to the defendant Eva J. Ryan, the sum of $40.17 to Armintia Renton the sum of $40.17 and to Dosia Smith, the sum of $13.39 to Kenneth Berry the sum of $13.39 and to Dick Berry, the sum of $13.39 in full of their respective rights herein.

Attest: Chas. P. Cenkenrood, Clerk.
By Olive E. Cenkenrood, 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 April Term, A.D. 1906.

Be it remembered that on the 1st. day of July, 1905 the following Petition was filed with the Clerk of said Court, to-wit:-

8433 Petition.

F. O. Penney, - Plaintiff.
vs.
Clarence M. Sanders, James H. Sanders, John M. Sanders, Percy H. Sanders, Jessie S. Kagay and B. L. Talmage, Defendants.

Court of Common Pleas, Union County, Ohio.
July, 1st. 1905.
Petition.
No. 8433.

Plaintiff says that at the April, 1905 Term of Court of Common Pleas, of Union County, State of Ohio, in a certain action wherein F. O. Penney was plaintiff, and The George A. Baker Company was defendant, the plaintiff duly recovered a judgment against George A. Baker, who was the proprietor of the George A. Baker Company and doing business under the firm name of the said Company, for the sum of Seven Hundred and Seventy-Six and twenty-five-one hundredths ($776.25) Dollars, with interest at six per cent. from the 6th. day of December, A.D. 1904.

That said action was brought by the plaintiff against the said George A. Baker to recover from him a certain sum of money paid by the plaintiff to him in excess of an amount paid back by the said George A. Baker to the plaintiff, on a series of contracts made by and between the plaintiff and the said George A. Baker, in options to buy and sell at a future time, grain, and stocks of certain railroad companies contrary to the Statutes; and that said judgment in favor of the plaintiff and against the said George A. Baker, as aforesaid, was for the amount found by the said Court to have been paid by the plaintiff to the said George A. Baker in excess of the amount returned by the said George A. Baker to the plaintiff in said dealings in options.

That said judgment is still in force, unreversed and that no part thereof has been paid, though an execution has been issued and directed to the Sheriff of the County and returned without service for want of property being found in the County belonging to the said George A. Baker upon which to make levy.

That said dealings by and between the plaintiff and the said George A. Baker in options to buy and sell at a future time grain and railroad stocks in which said sum of money was paid by the plaintiff to the said George A. Baker and lost, were transacted between the 11th. day of November, 1904 and the 6th. day of December, A.D. 1904 in Choir 2, at and in a certain building at that time owned by the said John M. Sanders, Percy H. Sanders and Jessie S. Kagay, situate in the Village of Richwood, County of Union and State of Ohio, and situate on land at that time owned by the said John M. Sanders,

Precipe.

Percy H. Sanders and Jessie S. Kagay and described as follows:
Being Lots number Sixty-three (63) and number sixty-four (64) excepting a tract of land eleven (11) feet wide fronting on Franklin Street and extending back Eighty (80) feet; and a tract of land seventeen (17) feet wide fronting on Franklin Street and extending back fifty feet, said tract lying adjacent to and south of the first excepted tract, both tracts lying in the north-east corner of lot No. 64; and excepting a tract forty-two (42) feet wide fronting on Blagrove Street and off the west end of Lots No. 63 & 64, Said Lots being in the said Village of Richwood and at the north-west corner of the intersection of Franklin and Blagrove Streets.

Plaintiff says that at the time said dealings by and between the plaintiff and the said George A. Baker in said options were transacted and said amount of $776.25 paid by the plaintiff to the said George A. Baker and lost, and for a long time before, the said John M. Sanders, Percy H. Sanders and Jessie S. Kagay, knowing by permitted the room in said building in which said dealings in options were transacted to be used by the said George A. Baker for the purpose of dealing in options to buy and sell at a future time grains and other commodities and stocks in railroad and other companies, contrary to the Statutes.

That since the said judgment was recovered by the plaintiff against the said George A. Baker, and while it was still in full force, the said John M. Sanders, Percy H. Sanders and Jessie S. Kagay sold and conveyed by deed the said premises to the said Clarence M. Sanders and James H. Sanders, who now claim title in said premises.

That the said B. L. Talmage has or claims to have a certain mortgage interest in said premises, which the plaintiff prays he may be required to come into Court and set up, or be forever barred therefrom.

Therefore plaintiff prays the Court to declare the judgment aforesaid a lien on said building and real estate, and for an order that said real estate and building may be sold for the satisfaction of the judgment, interest and costs of suit aforesaid, and for all proper relief.

S. W. Van Winkle, Atty. for Plaintiff.

F. O. Penney, the plaintiff makes oath and says that the facts set forth in the above petition are true as he verily believes.

F. O. Penney.

Sworn to and subscribed in my presence, this 1st. day of July, A. D. 1905.

(Seal) Clerk Richwood, Deputy Clerk.

Precipe. To the Clerk:- Issue summons for Clarence M. Sanders, directed to Sheriff of Franklin County, and issue for other defendants directed to Sheriff of Union County, properly endorsed and returnable according to law.

S. W. Van Winkle,
Atty. for Plaintiff.

8433.

On July, 1st. 1905, 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. Sanders, John M. Sanders, Percey H. Sanders, Jessie D. Ragan and B.L. Talmage, that they have been sued by F.O. Penney in the Court of Common Pleas of Union County and must answer by the 29th. day of July A.D. 1905, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 10th. day of July, A.D. 1905.
Witness my hand and the seal of said Court, this 1st. day of July, A.D. 1905.

Chas. C. Cenkenwood, Clerk.
(Seal) By Clive E. Cenkenwood, Deputy.

Sheriffs' Return.

Received this writ July, 1st. A. D. 1905 at 3 o'clock P.M., and served same by personally handing to the within named John M. Sanders, Jessie D. Ragan and B.L. Talmage, certified copies of this writ with all the endorsements thereon. Also by leaving at the usual place of residence of the within named Percey H. Sanders and James H. Sanders, true and certified copies of this writ, with all the endorsements thereon this 5th. day of July, 1905.
Fees: $4.98
D.C. Bolenbaugh, Sheriff.

8433 Demurrer.

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8433 Demurrer.

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8433 Amended- Petition.

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8433
Summons

On July, 1st. 1905, the following Summons was issued.
The State of Ohio, Union County, To the Sheriff of Franklin County:
You are hereby commanded to notify Clarence M. Sanders, that he has been sued by F.O. Penney in the Court of Common Pleas of Union County and must answer by the 29th. day of July, A.D. 1905, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.
You will make due return of this summons on the 10th. day of July, A.D. 1905.
Witness my hand and the seal of said Court, this 1st. day of July, A.D. 1905.

Chas. C. Cenkenwood, Clerk.
(Seal) By Clive E. Cenkenwood, Deputy.

Sheriffs Return.

The State of Ohio, Franklin County, ss.
Received this writ July, 3rd. A.D. 1905, at 9 o'clock A.M., and pursuant to its command on the 5th. day of July, A.D. 1905 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, Clarence M. Sanders.
Fees: $1.80
George J. Karb, Sheriff.
By Chas. L. Resch, Deputy.

On July, 29th. 1905, the following Demurrer was filed.

8433
Demurrer.

F. O. Penney,
Vs.
Clarence M. Sanders, et. al.

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

Now comes John M. Sanders, Percy H. Sanders and Jessie D. Kagay, defendants in the above action, and demur to the petition upon the grounds that facts sufficient to constitute a cause of action against these defendants, are not in said petition contained.

Grant E. Mouser & J. L. Cameron, Attys for John M. Sanders, Percy H. Sanders and Jesse D. Kagay.

8433
Demurrer.

On July, 29th. 1905, the following Demurrer was filed.
F. O. Penney,
Vs.
Clarence M. Sanders, et. als.

Court of Common Pleas,
Union County, Ohio.

Now comes Clarence M. Sanders and James H. Sanders, defendants in the above action and demur to the petition upon the grounds that said petition does not contain facts sufficient to constitute a cause of action against these defendants.

Grant E. Mouser and J. L. Cameron, Attys for Clarence M. Sanders and James H. Sanders.

8433
Entry.

On October, 3rd. 1905, the following Entry was filed.
F. O. Penney,
Vs.
Clarence M. Sanders, et. al.

Court of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing upon the demurrers of the defendants to the petition filed herein, and was argued by counsel and submitted to the Court; on consideration whereof, the Court sustains said demurrer, to which ruling and judgment of the Court the plaintiff by his counsel then and there excepted; and the Court grants leave to plaintiff to Amend petition in 30 days.

8433
Amended-
Petition.

On October, 7th. 1905, the following Amended-Petition was filed.
F. O. Penney, - Plaintiff.
Vs.
Clarence M. Sanders, James H. Sanders, John M. Sanders, Percy H. Sanders, Jesse D. Kagay, and W. L. Salmager - Defendants.

Court of Common Pleas,
Union County, Ohio.
Oct. 7th. 1905.
Amended- Petition.

Plaintiff says that at the April, 1905 Term of Court of Common Pleas, of Union County, Ohio, in a certain action wherein F. O. Penney was plaintiff and George A. Baker was defendant, the plaintiff duly recovered a judgment against the said George A. Baker for the sum of Seven Hundred Seventy-Six & 20/100 Dollars with interest at six per cent from the 6th. day of December, A. D. 1904.

That said action was brought by the plaintiff against the said George A. Baker to recover from him a certain sum of money paid by the plaintiff to him in excess of an amount paid back by the said George A. Baker to the plaintiff on a series of contracts made by and between the plaintiff and the said George A. Baker in options to buy and to sell at a future time grain and stocks of certain rail road companies, contrary to Sections 4270 and 6934 Revised Statutes of Ohio, and that said judgment in favor of the plaintiff and against the said George A. Baker, as aforesaid was for the amount found by the said Court to have been paid by the plaintiff to the said George A. Baker in excess of the amount returned by the said George A. Baker to the plaintiff in said dealings in options.

That the said judgment is still in force, unreversed and that no part thereof has been paid and that the said George A. Baker is insolvent and without any property either real or personal subject to execution and is a non-resident of the County.

That said dealings by and between the plaintiff and the said George A. Baker, in options, to buy and to sell at a future time, grain and certain rail road stocks, in which said sum of money was paid by the plaintiff to the said George A. Baker, and lost, were conducted and carried on between the 11th. day of November, 1904, and the 6th. day of December, 1904, inclusive, at and in a certain building at that time owned by John M. Sanders, Percey H. Sanders and Jessie S. Kagay, situate in the Village of Richwood, County of Union and State of Ohio, and situate on land at that time owned by the said John M. Sanders, Percey H. Sanders and Jesse S. Kagay, and described as follows:-

Being lots number sixty-three (63) and number sixty-four (64) excepting a tract in the north-east corner of lot number 64, eleven (11) feet wide fronting on Franklin Street and extending back, west eighty (80) feet and excepting a tract seventeen (17) feet wide fronting on Franklin Street and extending back, west fifty (50) feet, said tract lying adjacent to and south of the first excepted tract, and excepting a tract forty-two (42) feet wide, fronting on Blagrove Street and extending north and across the west end of said lots number 63 and 64. Said lots being in the Village of Richwood, and at the north west corner of the intersection of Franklin and Blagrove Streets.

Plaintiff says that at the time the said dealings by and between the plaintiff and the said George A. Baker, in said options were conducted and carried on, and said amount of $776.25 paid by the plaintiff to the said George A. Baker and lost, and for a long time before and after the said John M. Sanders, Percey H. Sanders and Jessie S. Kagay, knowingly permitted the room in said building in which said dealings in options were conducted and carried on, to be used by the said George A. Baker for the purpose of dealing in options to buy and to

8433
Entry.

sell at a future time, grain and other commodities, and stocks in railroad and other companies, contrary to Sections 4270 and 6934a of the Revised Statutes of the State of Ohio.

That since the said judgment was recorded by the plaintiff against the said George A. Baker, and while it was still in full force, the said John M. Sanders, Percey H. Sanders and Jessie D. Flagg did convey by deed the said premises to Clarence M. Sanders and James H. Sanders, who are sons of the said John M. Sanders and brothers of the said Percey H. Sanders. That the said conveyance to the said Clarence M. Sanders and the said James H. Sanders was made without any consideration, and with the full knowledge, on the part of the said Clarence M. Sanders and the said James H. Sanders, of the pendency of the said action of the plaintiff against the said George A. Baker, and of the recovery of the said judgment by the plaintiff against the said George A. Baker; and that said conveyance made to the said Clarence M. Sanders and James H. Sanders was made for the purpose of hindering the enforcement of the lien created by virtue of the said judgment upon the said premises, and the said Clarence M. Sanders and the said James H. Sanders took the said premises with like intent.

That B. L. Talmage has, or claims to have, a certain mortgage, interest in the said premises which, the plaintiff prays he may be required to come into Court and set out or be forever barred thereform.

Plaintiff therefore prays that said conveyance made to the said Clarence M. Sanders and the said James H. Sanders may be set aside as fraudulent and void and that the said judgment against the said George A. Baker be declared a lien on said building and real estate and that an order be granted for the sale of said building and real estate in satisfaction of the judgment, interest and costs of suit aforesaid, and for all proper relief.

D. W. Van Winkle, Attys. for Plaintiff.

F. O. Penney the plaintiff makes oath and says that the facts set forth in the above pleading are true as he verily believes.

F. O. Penney.

Sworn to and subscribed before me this 7th. day of October, 1905, (Seal). Clive Penhorwood, Deputy Clerk.

On November, 8th. 1905, the following Entry was filed.

8433 Entry.

F. O. Penney
vs.
Clarence M. Sanders, et. al.

Court of Common Pleas, Union County, Ohio.

This day leave was granted defendants to plead herein in 30 days, and cause continued.

On December, 8th. 1905, the following Answer was filed

8433
Answer.

F. O. Emery.
Vs.
Clarence M. Sanders, et. al.

Court of Common Pleas,
Union County, Ohio.
Dec. 8th. 1905.

Now comes the defendants and for their Answer to the Amended Petition of the plaintiff say: That about the 24th day of December, 1904, the plaintiff brought his action in this Court against The George A. Baker Co, alleging that it was a partnership firm, and asking to recover certain money which he claimed to have lost in dealing in futures &c. Said firm was never brought into Court by legal service of summons, and the facts stated in plaintiffs petition were not passed upon or adjudicated by the Court; that about the 3rd day of May 1905 one George A. Baker, who was not a party to said action filed in said Case a paper in which he confessed that he was indebted to the plaintiff in the sum of $776.25 and apparently fearing the Court would not believe his confession, of indebtedness he made oath thereto and asked that judgment be rendered against him in favor of plaintiff, all of which as these defendants have reason to believe and do believe was done in collusion with the plaintiff. That judgment was rendered by the Court upon such confession of indebtedness and that is the judgment and only judgment rendered by this Court in favor of plaintiff. That the original action was never tried and no judgment was rendered against the defendant to said suit. The said George A. Baker was not sued by plaintiff and no petition was ever filed against him, or service of summons made upon him. The pretended judgment was an imposition upon the Court, and for the reasons above given is illegal and void, so far as the same effects the rights of these defendants.

Further answering these defendants say that prior to the 25th. day of May 1905, the defendants John M. Sanders, Jesse S. Kagay and Percy R. Sanders were the owners of the real estate described in the petition, but on said last named date, for a full and valuable consideration they sold and conveyed the same to the defendants Clarence M. Sanders and James H. Sanders, who now own and hold the same.

These defendants deny each and every allegation and averment of the said plaintiff in his Amended Petition, except as the same may be in this answer expressly admitted.

Wherefore these defendants ask that they may go hence without day and recover their costs and for all proper relief.

J. L. Cameron, Atty. for Defendants.

The State of Ohio Union County ss:-

Jesse S. Kagay, being first duly sworn says that he is one of the defendants above named and that the facts stated and the allegations made in the foregoing Answer are true as he verily believes.

Jesse S. Kagay.

Sworn to before me and signed in my presence this 8th.

8433
Emery.

8433
Second
Amended
Petition.

day of December, A.D. 1905.

(Seal) Henry S. Stiles, Notary Public.

8433 Entry. On January, 22nd. 1906, the following Entry was filed.

F. O. Penney
Vs.
Clarence M. Sanders, et.al.

Court of Common Pleas, Union County, Ohio.

This day leave was granted plaintiff to file Amended Petition in 20 days; and cause was continued at plaintiffs' cost for the Term.

8433 Second Amended Petition. On February, 27th. 1906, the following Second Amended Petition was filed.

F. O. Penney - Plaintiff.
Vs.
Clarence M. Sanders, James H. Sanders and B. L. Talmage - Defendants.

Court of Common Pleas, Union County, Ohio.

Plaintiff says that on the 5th. day of May, 1905, and for many years prior thereto, John M. Sanders, Percy H. Sanders and Jessie S. Kagay were the owners of certain property situated in the Village of Richwood, County of Union and State of Ohio, and being Lots numbers Sixty-three and Sixty-four as the same are platted and recorded at the Union County Recorders Office, excepting a tract 11 feet wide fronting on Franklin Street and extending back West 80 feet and excepting a tract 17 feet wide fronting on Franklin Street and extending back West 50 feet, said excepted tracts lying in the North East corner of said premises and said first excepted tract lying North of said second excepted tract, and also excepting a tract 42 feet wide fronting on Bellagrove Street and extending North and across the West ends of said lots numbers 63 and 64.

That from the 11th. day of November, 1904, to the 6th. day of December, 1904, inclusive, George A. Baker under the business name of The George A. Baker Co. had carried on the business of gaming and gambling in a room in a building on the above described property belonging to the said John M. Sanders, Percy H. Sanders and Jessie S. Kagay, with their knowledge during all of said time.

That at the April Term, 1905, of the Court of Common Pleas, Union County, Ohio, to-wit; on the 3rd. day of May, 1905, plaintiff recovered a judgment against the said George A. Baker for $776.25 with interest from December, 6th. 1904, and costs of suit, for money lost by him at gaming and won by the defendant George A. Baker.

That said gaming and gambling at which said plaintiff lost said sum of $776.25 and for which he recovered said judgment was done between said dates, inclusive, in said building on said property owned by said John M. Sanders, Percy H. Sanders, and Jessie S. Kagay was before stated and with their knowledge during all of said time.

That George A. Baker and The George A. Baker Co., are one and the same person.

That subsequent to the rendition of said judgment against said George A. Baker for money dost at gaming in said property, to-wit, on the 8th. day of May, 1905 after said judgment had become a lien on said property, said John M. Sanders, Percy H. Sanders and Jesse S. Kagay conveyed and transfered said property to the defendants, Clarence M. Sanders and James H. Sanders.

That said judgment is wholly unpaid and is a valid and subsisting lien against said premises for the said sum of $776.20 with interest from the Dec. 6th. 1904, and costs.

That the defendant B. L. Talmage claims a Mortgage lien on said property.— Plaintiff therefore prays that the defendant B. L. Talmage may be required to set up his mortgage lien or be forever barred; that he may have a writ of execution against said property and that the same may be sold, and out of the proceeds of said sale he may be paid the amount of his said lien, to-wit, the sum of $776.20 with interest from the 6th. day of Dec. 1904, and costs.

D. W. Van Winkle and Hooper & Robinson,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

F. O. Penney, being first duly sworn, says the facts stated and the allegations made in the foregoing petition are true, as he verily believes.

F. O. Penney.

Sworn to before me and subscribed in my presence this 27th. day of February, 1906.

(Seal). James E. Robinson, Notary Public.

On March 30th. 1906, the following Answer was filed.

8433
Answer.

F. O. Penney
Vs.
Clarence M. Sanders et. al.

Court of Common Pleas,
Union County Ohio.
Answer.

Now comes the defendants and for their Answer to the second amended Petition say:-

They admit that on the 5th. day of May, 1905 and for some time previous thereto the defendants John M. Sanders, Percy H. Sanders and Jesse S. Kagay were the owners of the real estate described in the second Amended Petition, and that on the 25th. day of May, 1905 they conveyed and transfered said property to the defendants Clarence M. Sanders and James H. Sanders. These defendants deny that at the time of said conveyance and transfer there was any lien on the same in favor of the plaintiff, and avers that the plaintiffs pretended judgment set forth in his said second amended petition is and was illegal and void and of no effect as a lien upon the said property, and these defendants deny that the said George A. Baker, and The George A. Baker Company mentioned in said second Amended Petition was one and the same, and deny that a suit against The George A. Baker Company was or would

be a suit against the said George A. Baker as an individual.

Further answering these defendants say, that on or about the 24th. day of December, 1904 the plaintiff brought his action in this Court against The George A. Baker Company setting forth that it was a partnership firm doing business in Ohio, and asking do recover certain moneys which plaintiff claimed do have lost by dealing in stocks, grain and futures with said company. The only summons issued in said action was against the said partnership firm, and it was served upon one J.L. Voght who was said do be in charge of said firms business. The said George A. Baker was not sued as an individual, nor was he made party do said action as such. While said action was pending against the said firm, do-wit, about the 3rd. day of May, 1905, the said George A. Baker filed in said cause a paper by which he confessed that he was indebted do the plaintiff in the sum of $776.25 and asked do have judgment rendered against himself in favor of the plaintiff for said sum of money.

Upon said confession being filed this Court rendered a judgment in favor of the plaintiff against the said George A. Baker for said sum of $776.25, and that is the judgment referred do by plaintiff in his said second Amended Petition, and the only judgment rendered in favor of plaintiff against said George A. Baker.

The defendants have good reasons do believe, and do believe and therefore aver that said pretended judgment was caused do be rendered by collusion between the plaintiff and said George A. Baker, whereby it was agreed and understood by them that said George A. Baker should not be required do pay any part of said judgment, but the same should be collected from the owners of said property and the proceeds divided between the said Baker and plaintiff.

The defendants further answering say that the suit brought by plaintiff against The George A. Baker Company was never tried, and the allegations made by plaintiff in his petition in said action were not passed upon by the Court, or adjudicated, nor was there any facts set forth by said Baker in the paper he filed in said action asking do have judgment rendered against him, which would support said judgment or said confession and that said pretended judgment is illegal and void so far as the same effects the rights of either of these defendants.

The defendants deny each and every allegation in said second Amended Petition not herein admitted.

Wherefore the defendants ask do go hence without day and recover their costs herein expended, and for all proper relief.

J.L. Cameron, Atty. for Defendants.

The State of Ohio, Union County, ss:-

Jesse D. Kagay, one of the above named defendants being first duly sworn, says that the facts stated and allegations made in the foregoing answer are true as he verily believes.

Jesse S. Kagay.

Sworn to before me and signed in my presence this 26 th. day of March, 1906.

(Seal). Henry S. Stiles, Notary Public.

On May, 1st. 1906, the following Entry was filed.

8433. Entry.

F. O. Penney, Court of Common Pleas,
Vs. Union County, Ohio.
Clarence M. Sanders, et. al. Entry.

This day on motion of the plaintiff, the Court grants leave to file Reply in this case, and the same is filed.

On May, 1st. 1906, the following Reply was filed.

8433 Reply.

F. O. Penney. Court of Common Pleas,
Vs. Union County, Ohio.
Clarence M. Sanders, et. al. Reply.

Now comes the plaintiff and for Reply to the answer of the defendants, says that he denies that the judgment by re-cover against George A. Baker, refered to in his petition, was rendered or caused to be rendered by collusion between himself and the said George A. Baker, and denies that it was agreed or understood by them that the said George A Baker should not be required to pay any part of said judgment, and denies that the same was to be collected from the owners of the property and the proceeds divided between said Baker and the plaintiff, and denies that the judgment against said Baker is illegal and void so far as it effects the rights of the defendants.

S. W. Van Winkle and Hooper & Robinson
Attorneys for the Plaintiff.

The State of Ohio, Union County, ss.

F. O. Penney, being first duly sworn, says the facts stated and the allegations made in the foregoing Reply are true, as he verily believes.

F. O. Penney.

Sworn to before me and subscribed in my presence this day of April, 1906.

(Seal) James E. Robinson, Notary Public.

On June, 20 th. 1906, the following Entry was filed.

8433 Entry.

F. O. Penney Court of Common Pleas
Vs. Union County, Ohio.
Clarence M. Sanders, et. al. Entry.

This day came the parties and submitted this cause to the Court, upon the pleadings and the evidence, and on consideration whereof the Court being fully advised in the premises, finds:

1- That from the 11th. of November, 1904, to the 6th. day of December, 1904, one George A. Baker was carrying on what is termed a "bucket shop," in the property mentioned, under the style of

The George A. Baker Company.

2- That during all that time, and until the 25th. of May, 1905, John M. Sanders, Percy H. Sanders and Jesse S. Kagay were the owners of the property in which said business, and of which they had knowledge, was being carried on.

3; That George A. Baker was not the tenant of the three owners, but had subleased the room from Carl Algower, the tenant.

4- That on the 3rd. day of May, 1905, the plaintiff recovered a judgment against said George A. Baker for the sum of $776.20 for money by him lost in said Bucket Shop venture, carried on by said Baker.

5- That this action was begun on the first day of July, 1905 and that prior thereto, to-wit, on the 25th. day of May, 1905, the defendants, Clarence M. Sanders and James H. Sanders purchased said real estate for value without knowledge of plaintiffs claim of a lien thereon.

From the foregoing facts the Court decides as matter of law that the said premises having been sold and conveyed to innocent purchasers before this action was brought, they are not subject to the lien claimed by the plaintiff, and that the judgment in favor of plaintiff against said George A. Baker was not such a lien upon the said premises as could be enforced against the said Clarence M. Sanders and James H. Sanders, they having purchased before this action was brought.

Wherefore it is adjudged and decreed by the Court that this action be and the same is dismissed at the costs of the plaintiff.- And that the defendants recover of the plaintiff their costs herein expended and that plaintiff pay his own costs, and execution is awarded therefor.

To all of which findings and judgment of the Court the plaintiff by his Counsel then and there excepted.

Plaintiff gave notice of his intention to appeal this cause to the Circuit Court, and the Court fix the Bond for appeal at $100.00.

Attest; Chas. P. Penhorwood, Clerk,
By Olive E. Penhorwood, 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 said Court at the April Term, A. D. 1906.

Be it remembered that on the 28th. day of March, 1906, the following Petition was filed with the Clerk of said Court, to-wit:-

85 12
Petition.

William D. Duffy - Plaintiff.
vs.
Jesse F. Conrad, Maud Conrad, Hamilton Harrod and Rebecca Harrod. Defts.

Court of Common Pleas,
Union County, Ohio.
March, 28th. 1906.
Petition.

The plaintiff says that on the 16th. day of September, 1903, the defendant, Jesse F. Conrad made and delivered to one John Duffy, his six promissory Notes of that date, which said several notes are numbered from one to six and are respectively due, at yearly intervals, the first being due and payable September, 16th. 1904, the second due September, 16th. 1905, the third due and payable September, 16th. 1906, the fourth due and payable September, 16th. 1907, the fifth due and payable September 16th. 1908 and the last one due September, 16th. 1909. Each Note was drawn for the sum of One Thousand Dollars, with interest at six per cent. per annum, the interest payable annually. There was a further stipulation contained in each Note as follows, "And if said interest, or any part thereof, be not paid when due, the same shall draw interest at the rate of six per cent. per annum from the date of maturity until paid; and if said interest, or any part thereof remain unpaid for ten days after its maturity, the principal sum and accrued interest shall thereupon become due and payable, if the legal holder of this Note so elect, without demand made therefor, and without notice thereof."

Copies of which notes are hereto attached marked, A. B. P. D. E. F.

On or about the 1st. day of January, 1906. the said John Duffy indorsed, transferred and delivered all said Notes to the plaintiff, and this plaintiff is the legal owner and holder of the same. Said Notes were each made payable to said John Duffy or order, and the indorsement of said John Duffy thereon, is as follows, "Pay to William D. Duffy". John Duffy.

Second:- The plaintiff further says, that to secure the payment of said Notes herein set forth the said Jesse F. Conrad and his wife, the said defendant Maud Conrad, executed and delivered to the said John Duffy, their Mortgage Deed, of the date of September, 16th. 1903, and thereby conveyed to said John Duffy his heirs and assigns the following described real estate situate within the said County of Union and State of Ohio and in the Township of Leesburg, bounded and described as follows; Being in the Village of Magnetic Springs, and being all of Lots A. and B. in said Village.
Bounded on the North by Magnetic Street, on the South by a sixteen and one-half (16 1/2) foot alley, and on the West by Rose Street and on the East by Will Johns Street.

Said Mortgage had a condition therein written as follows: "Provided always, and these presents are upon this condition, that if the said Jesse F. Conrad shall pay or cause to be paid unto the said John Duffy, or to his executors, administrators or assigns his six certain promissory Notes of even date herewith, each for the sum of One Thousand Dollars payable to the order of John Duffy at Columbus, Ohio, in one, two, three, four, five and six years respectively with interest from date at six per cent. per annum payable annually, with the provision contained in said note that if the interest, or any part thereof be not paid when due that said interest shall draw interest at the rate of six per cent. per annum from date of maturity until paid; and if said interest or any part thereof remain unpaid for ten days after maturity, the principal sum and accrued interest shall thereupon become due and payable if the legal holder of said Note so elect, without demand therefor and without notice thereof; then these presents shall be void, otherwise do be and remain in full force and virtue in law forever."

On the 19th. day of September, 1903 the said Mortgage was left with the recorder of said County of Union for record and was by him recorded in Volume No. 71 on page 52 of the Mortgage records for said County.

The plaintiff further says, that on or about the 1st. day of January, 1906, the said John Duffy duly assigned and delivered said Mortgage to the plaintiff; the said assignment was made in writing on said Mortgage and is in the words following to-wit: "For Value Received I assign the within mortgage to William D. Duffy, John Duffy." Said assignment is also entered of records, on the mortgage records of said County. The plaintiff is now the legal owner and holder of said Mortgage and has the possession thereof.

The plaintiff further says, that after said Mortgage was placed upon the records of said County as aforesaid, the said Jesse F. Conrad and his wife Maud Conrad, by their deed bearing date, December, 4th. 1903, and recorded in Volume 90 on page 338 of the records of deeds of said County, conveyed the one-half of the above described premises to the defendant Hamilton Harrod, and as a part of the terms of such conveyance, and the consideration to be paid for the same, the said Hamilton Harrod assumed and agreed to pay the full and equal one-half of said Mortgage debt, and interest. The said Hamilton Harrod accepted said deed and caused the same to be recorded and took possession of the one-half of said real estate well knowing that said deed had written therein the following "Said J. F. Conrad covenants that he is lawfully seized of said premises, and that they are free and clear of all incumbrances, except a Mortgage of $6000.00 thereon to John Duffy, one half of which said H. Harrod assumes to pay as a part of the consideration here of."

The said Rebecca Harrod is the wife of said Hamilton Harrod,

but as against the plaintiffs' said Mortgage she has no dower interest in said premises.

The plaintiff says that the said Mortgage has become absolute, that no part of either of said notes have been paid, nor has any interest been paid on said notes or either of them, and that two of said notes are past due, and the other four notes by their terms are due and payable with their accrued interest at the election of the plaintiff who is the legal holder of the same, and the plaintiff has heretofore elected and does now elect that by reason of the default in the payment of said interest the principal and interest of each and all of said Notes are now due and payable.

The sum of Two Thousand Dollars is now due as principal on the Notes due in one and two years, and the sum of Four Thousand Dollars is due by the election of plaintiff as aforesaid; there is also the sum of $360 due as interest with interest to be computed on the same from Sept. 16th. 1904, and the further sum of $360.00 due as interest to be computed with its interest from the 16th. day of September, 1905, and the plaintiff is also entitled to interest on said sum of $6000.00 from the 16th. day of September, 1905.

Therefore the plaintiff prays that an account may be taken of the money due him upon said notes and Mortgage, and that unless the same be paid within a short day to be named by the Court, that an Order of Sale may be had and the said Mortgage may be foreclosed and said premises sold and the proceeds applied to the payment of said Mortgage debt, and that plaintiff may have execution awarded for any balance that may remain after the proceeds of said premises are exhausted, said execution to issue against the said Jesse F. Conrad for all said balance, and against the said Hamilton Harrod for one-half the same; That said sale may be free of the dower of said Maud Conrad and the said Rebecca Harrod; and that the said plaintiff may have all such other and further relief as the nature of the case may require.

J. L. Cameron, Atty. for Plaintiff.

The State of Ohio, Union County, SS;

Jesse L. Cameron, being first duly sworn, says, that he is the Attorney for the plaintiff William D. Duffy, fully authorized in the premises; that the said plaintiff is not a resident of the said County of Union and is now absent therefrom and that the facts stated and allegations made in the foregoing petition are true as this affiant verily believes.

Jesse L. Cameron

Sworn to before me and signed in my presence this 28th. day of March, 1906.

(Seal) Chas. P. Cushman, Clerk.

To the Clerk of said Court:-

Issue summons to the Sheriff of Union County, Ohio, for the defendants Jesse F. Conrad and Maud Conrad. Also

Precipe.

85/2
Summons.

85/2
Summons.

issue summons to the Sheriff of Logan County, Ohio, for the defendants Hamilton Harrod and Rebecca Harrod. Make summons returnable according to law.

Jesse L. Cameron, Atty. for Plaintiff.

Exhibit - "A".

$1000.00 Columbus, Ohio, September, 16th. 1903.

One year after date, for value received, I promise to pay to John Duffy, or order One Thousand Dollars, with interest from date until paid at six per cent. per annum, payable annually at Columbus, Ohio.

And if said interest, or any part thereof, be not paid when due, the same shall draw interest at the rate of six per cent. per annum from date of maturity until paid; and if said interest or any part thereof, remain unpaid for ten days after its maturity, the principal sum and accrued interest shall thereupon become due and payable, if the legal Holder of this note so elect, without demand made therefor, and without notice thereof.

Jesse F. Conrad.

Indorsed - Pay to William D. Duffy - John Duffy.

Exhibits - B. C. D. E. & F. same as Exhibit "A". except being due in two, three, four, five and six years after date respectively.

85/2 Summons.

On March 28th. 1906, the following Summons was issued.

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

You are hereby commanded to notify Hamilton Harrod and Rebecca Harrod, that they have been sued by William D. Duffy in the Court of Common Pleas of Union County and must answer by the 28th. day of April, A.D. 1906, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 9th. day of April, A.D. 1906.

Witness my hand and the seal of said Court, this 28th. day of March, A.D. 1906.

(Seal) Chas. C. Penhorwood, Clerk.

Sheriffs' Return.

The State of Ohio, Logan County, ss;

Received this writ March, 28th. A.D. 1906, at 10 o'clock, A.M., and served same by delivering personally to the within named Hamilton Harrod a true and certified copy of this writ with all the endorsements thereon, April, 6th. 1906.

Rebecca Harrod not found in Logan County.

Fees: $3.48

E. O. Humphreys, Sheriff.

By Presley Shaw, Deputy.

85/2 Summons.

On March, 28th. 1906, the following Summons was issued.

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

You are hereby commanded to notify Jesse F. Conrad and Maud Conrad that they have been sued by William D. Duffy in the Court of Common Pleas of Union County and must

answer by the 28th. day of April, A.D. 1906, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 9th. day of April, A.D. 1906.

Witness my hand and the seal of said Court, this 28th day of March, A.D. 1906.

(Seal) Chas. P. Pendorwood, Clerk.

Sheriffs' Return.

The State of Ohio, Union County, ss:

Received this writ March, 28th. A.D. 1906, at 4 o'clock P.M., and served same on March, 31st. by personally handing the within named Jesse F. Conrad as true and certified copy of this writ with all the endorsements thereon; and at the same time I served the within named Maud Conrad by leaving a copy as above described, at her usual place of residence.

Fees: $2.85

D. C. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Deputy.

On April, 30th. 1906, the following Entry was filed.

85 12 Entry.

William D. Duffy.
vs.
Jesse F. Conrad, et. als.

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

This cause came on to be heard upon the pleadings filed and the evidence, the defendants Jesse F. Conrad, Maud Conrad and Hamilton Harrod, 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.

85 12 Order of Sale.

The Court finds that the defendant Jesse F. Conrad made and delivered the notes mentioned in the petition and as they are described therein; that the plaintiff is the legal owner and holder of said Notes by assignment and delivery to him as stated in the petition, and that the plaintiff has elected and does elect, that by reason of the failure in payment of said interest, the principal and interest of each and all said notes are now due and payable, and that no part of the interest or principal of either of said notes has been paid, and that there is now justly due the plaintiff from said Jesse F. Conrad as interest and principal the sum of Six Thousand Nine Hundred and Ninety-Three Dollars, ($6993.00)

The Court further finds that to secure the payment of said notes and interest, the defendants Jesse F. Conrad and his wife Maud Conrad executed and delivered the Mortgage deed mentioned in the petition, upon the premises therein described, that it was conditioned as in the petition set forth and recorded and transferred to plaintiff as averred. The Court finds that the condition of said Mortgage has been broken and that by reason there of the plaintiff is entitled to have the same foreclosed as prayed for in the petition.

The Court further finds that after the execution and record

of said Mortgage, the defendants Jesse F. Conrad and his wife Maud Conrad conveyed the one-half of said mortgaged premises to the said Hamilton Harrod and that in consideration of said conveyance the said Hamilton Harrod assumed and agreed to pay the full and equal one-half of said mortgage indebtedness.

It is therefore ordered and decreed by the Court that unless the costs of this suit and the amount found due the plaintiff, with interest, shall be paid within three days from the date of this decree, the defendants equity of redemption shall be foreclosed and an order shall be issued to the Sheriff of this County directing him to appraise, advertise and sell the real estate described in the petition according to law, and that the proceeds of said sale be applied to the payment of said Mortgage indebtedness and interest, and if the same be not sufficient to pay the same, execution is awarded against the said Jesse F. Conrad for any balance that may remain, and execution is awarded against the said Hamilton Harrod for the one half of any balance that may remain of said mortgage indebtedness, after the proceeds of the mortgaged premises are exhausted.

8512
Order of Sale.

Our May, 5th. 1906, 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 30th day of April, 1906, William D. Duffy, obtained a Judgment and Decree against Jesse F. Conrad, et.al for the sum of Six Thousand Nine Hundred and Ninety-three Dollars, and _____ Dollars, costs of suit.
And Whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Jesse F. Conrad, et. al. within 3 days from the 30th day of April, A.D. 1906, pay unto the said William D. Duffy the said sum of $6993.00 Dollars, with interest from the 2nd. day of April, 1906, 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, etc.
And Whereas, the three days aforesaid have fully expired, and the said sum of $6993.00 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record;
We, therefore, command you, that you proceed, without delay, to appraise, advertise and sell, according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit; Being in the Village of Magnetic Springs, and being all of Lots A. and B. in said Village, bounded on the North by Magnetic Street, on the South by a sixteen and one-half (16½) foot alley, on the West by Rose Street and on the East by Mill Johns Street.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 5th day of May, A. D. 1906.

(Seal) Chas. P. Cushenwood, 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 7th. day of May, 1906, summon R. S. Turney, O. W. McLean and H. H. Harter, 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 7th. day of May, A. D. 1906, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Three Thousand ($3000.00) 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 8th. day of May, 1906, 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 9th. day of June, A. D. 1906, at one o'clock P. M., of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit: 5 consecutive weeks; and in pursuance to said notice, I did, on said 9th day of June, A. D. 1906 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came William D. Duffy who bid for the same the sum of Two Thousand and five Dollars, and said sum being more than two-thirds of the appraised value thereof, and said William D. Duffy 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 $2005.00

Fees: $4.36 Sheriffs.

Appraisers fees: $3.00

D. P. Bolenbaugh, Sheriff.

85-12 Entry.

On June, 12th. 1906, the following Legal Notice was filed.

85-12 Legal Notice

Sheriffs' Sale.

William D. Duffy,

vs.

Jesse F. Conrad, et. al.

Court of Common Pleas,
Union County, Ohio.

On Order of Sale on Foreclosure of Mortgage.

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gage:

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, June 9th. 1906, at or about the hour of one o'clock, P.M., on said day, the following described real estate, to-wit; Situated in the Township of Leesburg, County of Union and State of Ohio, and bounded and described as follows: In the Village of Magnetic Springs and being all of Lots A. and B. in said Village, bounded on the North by Magnetic Street, on the South by a Sixteen and one-half (16½) foot Alley, on the West by Rose Street and on the East by Mill Johns Street. Appraised at $3000.00. Terms of Sale: Cash,

D. P. Bolenbaugh, Sheriff.

Proof of Publication.

The State of Ohio, Union County, SS:-

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with May, 9th. 1906,

W. O. Shearer.

Sworn to and subscribed before me, this 12th. day of June, 1906.

(Seal) Clive E. Penhorwood, Deputy Clerk.

Printer's fee, $11.50

On June, 20th. 1906, the following Entry was filed.

85-12 Entry.

William D. Duffy. vs. Jesse F. Conrad, et. al.

Court of Common Pleas, Union County, Ohio.

Entry.

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court, on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are, hereby, approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, William D. Duffy, by deed in fee simple, the lands and tenements so sold, and the said purchaser is thereby subrogated to all rights of the said lienholder, in said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

And coming now to distribute the proceeds of said sale, amounting to $2005.00 it is ordered that the Sheriff out of the money in his hands, pay- 1st- To the Treasurer of this County the taxes that may be now due and payable upon said premises, amounting to $80.27

2nd- The costs of this action taxed to $45.77

3rd- That he apply the balance to the payment of the amount heretofore found due the plaintiff upon said Mortgage indebtedness. And there still remaining due the plaintiff the sum of $5205.74, execution is awarded therefor against the said Jesse F. Conrad, and execution is awarded against the said Hamilton Harrod for the one-half of said balance.

Attest: Chas. P. Penhorwood, Clerk.
By Clive E. Penhorwood, Deputy.

Pleas continued and held at the Court House in Marysville, within and 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 April Term, A. D. 1906.
Be it remembered that on the 1st. day of February, 1906, the following Petition was filed with the Clerk of said Court, to-wit.

8487 Petition.

Ethel Clark, - Plaintiff.
Vs.
P. G. Johnson - Defendant.

Court of Common Pleas,
Union County, Ohio.
Feb. 1st. 1906.

On the 15th day of November, 1905, in consideration of the promise of plaintiff, she then being unmarried, to marry defendant on request, defendant promised plaintiff to marry her and on the 16th. day of November, 1905, the defendant reviewed this promise to marry plaintiff and on the day of December, 1905, the defendant renewed this promise with the plaintiff to marry her and they mutually agreed the said marriage should take place immediately after the 15th. day of January, 1906.

Plaintiff has ever since been, and was on said date, ready and willing to marry defendant.

Although a reasonable time has elapsed before this action, yet defendant neglects and refuses to marry plaintiff, to her damage, Eight Thousand ($8000.00) Dollars, for which she asks judgment.

H. V. Spicer,
Attorney for Plaintiff.

State of Ohio, County of Union, SS:-

Ethel Clark being duly sworn, says, that the facts and arrments made in the above pleadings are true as she verily believes.

Ethel Clark.

Subscribed to and sworn before me this 31st. day of January, 1906.
(Seal). H. V. Spicer, Notary Public.

Precipe — Clerk will issue summons for defendant to the Sheriff of Union County. Endorse civil action in damages $8000.00

H. V. Spicer, Atty. for Plaintiff.

On February 1st. 1906, the following Summons was issued.

8487. Summons.

The State of Ohio, Union County. To the Sheriff of Union County:
You are hereby commanded to notify P. G. Johnson that he has been sued by Ethel Clark in the Court of Common Pleas of Union County and must answer by the 3rd. day of March, A. D. 1906, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 12th. day of February, A. D. 1906.
Witness my hand and the seal of said Court, this 1st. day of February A. D. 1906.

(Seal).

Chas. C. Cenkenwood, Clerk.
By Olive E. Cenkenwood, Deputy.

Sheriffs' Return.

The State of Ohio, Union County, SS:-

Received this writ, February, 2nd. A.D. 1906, at 10 o'clock, A. M., and served same by personally handing the within named C. S. Johnson a true and certified copy of this writ with all the endorsements thereon, this 9th. day of February, 1906.

Fees: $3.26

D. P. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Deputy.

On February, 6th. 1906, the following Entry was filed

8487 Entry.

Ethel Clark.
Vs.
C. S. Johnson,

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

Leave is this day given plaintiff to file Amended-Petition in 20 days, in the above entitled cause of action.

On February, 9th. 1906, the following Amended-Petition was filed.

8487 Amended-Petition.

Ethel Clark.
Vs.
C. S. Johnson,

Court of Common Pleas,
Union County, Ohio.
Amended-Petition.

Now comes the plaintiff, and first having obtained leave, for her cause of action in this her Amended-Petition, says:-

That on the 15th. day of November, 1905, in consideration of the promise of the plaintiff, she then being unmarried, to marry defendant on request, defendant promised plaintiff to marry her; that on the 16th. day of November, 1905 the said promise of marriage was renewed by plaintiff and defendant and the said promise was affirmed between the plaintiff and defendant on several different days in November and December, 1905 and January, 1906, the exact dates of which, plaintiff can not remember therefore do not plead the same.

Between the time of the promise of marriage of plaintiff and defendant on November, 15th. 1905 and the renewal of the said promise November, 16th. 1905, plaintiff was delivered of an illegitimate child on the morning of November, 16th. 1905; that on said date, November, 16th. 1905 defendant forgave plaintiff for the said offense and condoned the said offence and renewed the promise with the plaintiff to marry her on the said 16th. day of November, 1905, and said that he would marry plaintiff as soon as the plaintiff would have the paternity, maintenance, care and custody of the said illegitimate child established in Court, and the defendant required the plaintiff to make a choice between the said illegitimate child and the defendant which the plaintiff did on the said 16th. day of November 1905 in favor of the defendant; that in pursuance to said agreement and election thereunder plaintiff gave up the custody, companionship and control of the said child for the defendant and that in pursuance to said promise and agreement on the 15th. day of January, 1906, plaintiff had the paternity, maintenance, care, custody and control of the

said illegitimate child established in the Court of Common Pleas of Union County, Ohio, by the said Court adjudging that one Bert Penney is the putative father thereof and adjudging said Bert Penney to maintain, care for, control, and educate the said illegitimate child.

That on the morning of the 16th. day of November, the said defendant was seen by a relative of plaintiff and told that said defendant would not be expected to see plaintiff any more, and that on said date when he went to the residence of plaintiff he was met at the door and told by the mother of this plaintiff that she would not expect defendant to see plaintiff any more but that defendant insisted on visiting plaintiff on the day the said illegitimate child was born, and from two to five times each week thereafter, defendant visited plaintiff up to the first week in January, 1906.

That on various dates in November and December, 1905 and January, 1906, the exact dates of which plaintiff does not remember therefore does not plead same, the defendant forgave plaintiff for said offense and condoned the same, to-wit- the defendant told plaintiff that he forgave her for the said offense and that he would marry her immediately after the Court would establish the paternity and maintenance of the illegitimate child, aforesaid, which he repeated on several occasions; and while plaintiff was sick from confinement aforesaid, defendant secured the finest bouquet of cut flowers he could obtain in the vicinity of Richwood, and brought it to plaintiff, and at Christmas time defendant gave the plaintiff ten dollars as a Christmas present and told her to call on him for money whenever she needed any.

That on the 15th. day of January, 1906, the Court of Union Common Pleas of Union County, Ohio, did establish the paternity and maintenance of the said illegitimate child by adjudging as aforesaid.

Plaintiff fully and completely did and performed each and all things required of her by defendant in said promise and agreement of marriage between them as they entered into said promise under the new conditions of things when the defendant forgave plaintiff and condoned the said offense of the illegitimate child, of the date of 16th. day of November, 1905.

Plaintiff was on the said 15th. day of January, 1906, ready and willing and has ever since been ready and willing to marry said defendant.

Although a reasonable time has elapsed before this action yet defendant neglects and refuses to marry plaintiff, to her damage, $8000.00 for which she asks judgment.

H. V. Spicer, Atty. for Plaintiff.

State of Ohio, County of Union, SS:-

Ethel Clark, being duly sworn says that the facts and allegations made in the above and foregoing pleading are

8487
Answer.

true as she verily believes.

Ethel Clark.

Sworn to and subscribed before me this the 8th. day of February, 1906. (Seal). H. V. Spicer, Notary Public.

On March, 17th, 1906, the following Answer was filed.

8487 Answer.

Ethel Clark - Plaintiff.
Vs.
C. S. Johnson - Defendant,

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

The defendant, after leave of Court first had and obtained, files this his answer, and says,-

First - He denies each and every allegation set forth in the petition, and Amended-Petition, of the plaintiff, except that the plaintiff is an unmarried woman and gave birth to an illegitimate Child on the morning of November, 16th. 1905, which is admitted.

Further answering the petition and Amended-Petition of the plaintiff, and for a further defense, says,-

That on and prior to the 26th. day of August, 1905, he did not know and was not acquainted with the plaintiff; that on or about the said 26th. day of August, 1905, this plaintiff solicited the acquaintance and attentions of the defendant and sent a messenger to the defendant at his place of business, asking and inviting him to call at her home, that she desired to become acquainted with said defendant, representing and holding herself out to be a chaste, virtuous girl, a member of the Sunday School, an ardent worker in a church society known as The Epworth League, and a prominent member of the best society of Richwood, the village in which both the defendant and plaintiff then resided. That at the invitation and solicitation of the plaintiff, said defendant did call at the home of the plaintiff and was introduced to her, and frequently thereafter, at her earnest solicitation and request, up and including the 15th. of November, 1905, the said defendant made friendly calls on the plaintiff at her home, believing that she was a respectable and virtuous girl, and a leader in the best of society in said Village, and having no knowledge to the contrary.

That the plaintiff was unchaste and was not the virtuous maiden she so held herself out to be, but on the contrary she had, at various times for more than the last past eighteen months prior to the filing of the petition herein been guilty of having illicit sexual intercourse with one Bert Penney and various other persons and on the 16th. day of November, A.D. 1905, she, the plaintiff, was delivered of a bastard child, the father of which was one Bert Penney, and of the condition of the plaintiff and her unchastity, he this defendant, was totally ignorant.

This defendant further alleges that the plaintiff up to the

day before said child was born, and for some time immediately prior thereto, and while she was pregnant; and in order and for the purpose of deceiving her friends and this defendant and in order to hide her shame, did, at the great risk of her life, wear a tight laced corset and would otherwise dress in such style and manner so as to deceive this defendant and her family as to her true condition, and to hide her shame; that by such conduct of dress, she caused a permanent displacement of the womb, and other attendant physical injuries to herself, thereby impairing her health and rendering herself unfit and incapable of entering into or consummating a marriage contract with the defendant without perpetrating a gross fraud upon this defendant, all of which was unknown to the defendant and of which he was entirely ignorant, and by which conduct he was deceived, and that this physical condition of plaintiff continued to exist up to the time of filing her petition.

That on the 16th. day of November, 1905, this plaintiff and her mother sent a messenger to the defendant at his place of business, and informed him of the fact that the plaintiff had been so delivered of said child, and that said plaintiff was very sick and likely to die, but that she, the plaintiff, was very anxious to see the defendant. Defendant then and there refused to call or to have anything further to do with the plaintiff, but afterward, on the same day the mother of the plaintiff called defendant and then and there represented that should he refuse to call, it might result in the death of the plaintiff, and urged and entreated and solicited said defendant to come to see her at once; that being so informed and entreated, he, the defendant, did call on the plaintiff at her home and in the presence of her mother, and then and there urged and recommended to the plaintiff that she should marry the man that had caused her ruin, she, the plaintiff, representing to him that said Burt Penney was willing and anxious to marry her.

This defendant alleges that at the time the said child was born to the plaintiff, she, the plaintiff, disowned and refused to her own offspring unnaturally and inhumanly, and has ever since so treated said child.

mother said child or have anything to do with it, and treated

Defendant says, at the urgent and repeated requests of the plaintiff and her mother, after said child was born, he would make friendly calls at home of the plaintiff, said home being a short distance from his regular boarding place, and on the road to and from his place of business, and inquire about her health and condition of said plaintiff, but at no time or place did he, by act, word or deed, seek to cause this plaintiff to believe that he would ever marry her.

8487

8487 Entry.

The defendant says that at Christmas time, in December, 1905, as an act of charity, he offered to give the said plaintiff and

her mother a little financial aid, and did give to the plaintiff, for the use of the family, Ten ($10.00) Dollars as a charity, but that they refused to receive it.

This defendant says that after the disgrace of having given birth to a bastard child had come upon the plaintiff, she, together with her said mother, entered into a conspiracy against this defendant to injure him and to unlawfully extort money from him by falsely charging him with having committed a Breach of Promise to marry the plaintiff, she, this plaintiff, and her mother then well knowing that said charges were false and untrue, and that this action on the part of the plaintiff is but carrying out the fraudulent scheme on the part of this plaintiff to extort money from him, this defendant.

Wherefore this defendant asks that he may go hence without day and recover his costs.

E. G. Johnson.

State of Ohio, County of Union, ss.-

E. G. Johnson, being duly sworn, says the allegations herein set forth are true as he verily believes.

E. G. Johnson.

Sworn to and subscribed before me this 16th day of March, 1906.

(Seal). D. A. McNeil, Notary Public.

On April, 5th. 1906, the following Reply was filed.

8487 Ethel Clark. vs. E. G. Johnson. Court of Common Pleas, Union County, Ohio. Reply.

Now comes the plaintiff and for Reply to the answer of the defendant, denies each and every allegation contained in the answer of the defendant not specifically alleged in her amended Petition to be true.

H. V. Spicer and Hooper & Robinson, Attys. for Plaintiff.

The State of Ohio, Union County, ss:

Ethel Clark, being first duly sworn, says the facts stated and the allegations made in the foregoing Reply are true, as she verily believes.

Ethel Clark.

Sworn to Before me and subscribed in my presence this 4th day of April, 1906.

(Seal). H. V. Spicer, Notary Public.

On April, 25th. 1906. the following Entry was filed.

8487 Entry. Ethel Clark. vs. E. G. Johnson. Court of Common Pleas, Union County, Ohio. Entry.

This day came the parties herein by their Attorneys; also came the following named persons as jurors

to-wit:- Sylvanus Bellville, James Shirk James A. Reed W. B. Jones C. J. Reames, George Longbrake, J. L. Richey, J. A. Satchell, J. E. Southard, J. L. Sellers, H. B. McCord and James Guy, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing upon the pleadings and the evidence. And the said Jury having heard the testimony adduced in part in this case, the Court continued the further hearing of this cause until to-morrow morning at 9 o'clock.

Verdict.

8487 Entry

Ethel Clark.
vs.
C. G. Johnson,

Court of Common Pleas,
Union County, Ohio.
Entry April, 26th. 1906.

This day again came the parties by their Attorneys, and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard the testimony adduced in the case in part, the Court continued the further hearing of this action until tomorrow morning at 9 o'clock.

8487 Motion.

On April, 27th. 1906, the following Entry was filed.

8487 Entry

Ethel Clark.
vs.
C. G. Johnson,

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

This day again came the said parties, by their Attorneys; and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard the remaining testimony adduced in the case, said cause was continued until Monday morning, April, 30th. at 9 o'clock.

On April, 30th. 1906, the following Entry was filed.

8487. Entry

Ethel Clark
vs.
C. G. Johnson,

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

This day again came the said parties by their Attorneys and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard all the testimony adduced in the case, and the argument of Counsel, the further hearing of this case was continued until tomorrow morning at 9 o'clock.

8487 Entry.

On May, 1st. 1906, the following Entry was filed.

8487. Entry.

Ethel Clark
vs.
C. G. Johnson

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

This day again came the parties by their Attorneys; and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard 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.

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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, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant, C. S. Johnson, at the sum of Twenty Three Hundred Dollars ($2300.00)
James A. Reed, Foreman."

Verdict.

On May 2nd. 1906, the following Motion was filed.

8487
Motion.

Ethel Clark.
Vs.
C. S. Johnson
Motion to set aside the Verdict and for New Trial.

Court of Common Pleas,
Union County, Ohio.

Now comes the defendant, and moves the Court to set aside and vacate the Verdict and for a new trial in said action for the following Errors occurring during the progress of the trial, to-wit:-

1st. The Court erred in the trial of said cause in admitting evidence offered on behalf of the plaintiff, Ethel Clark, to which the defendant objected.

2nd. The Court erred in rejecting evidence offered on the part of the defendant, to which the defendant excepted.

3rd. That the Verdict is contrary to the evidence.

4th. That the verdict is contrary to the weight of the evidence.

5th. That the verdict is contrary to the law.

6th. That the verdict is contrary to the law as charged by the Court.

7th. That the amount of the verdict is excessive and unreasonable, unwarranted and unjust.

8th. That the verdict should have been in favor of the defendant, and not in favor of the plaintiff.

W. J. Geer and D. W. Van Winkle.
Attorneys for Defendant.

On June, 21st. 1906, the following Entry was filed.

8487
Entry.

Ethel Clark.
Vs.
C. S. Johnson,

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

This day this cause came on for hearing upon the Motion of the defendant to set aside the Verdict of the Jury herein, and for a new trial; and was argued by the Counsel and submitted to the Court.

On consideration thereof, the Court overrules said Motion. It is therefore, considered by the Court that the said Ethel Clark recover from the said C. S. Johnson, the said sum of Twenty-Three Hundred Dollars, as heretofore, by the verdict of the Jury, found due her, with interest thereon from April 2nd. 1906, together with her costs herein expended, taxed do-
&c.,
To all which the defendant by his Counsel then and there

excepted, and the Court allows the Statutory time for the preparation and filing of a Bill of Exceptions.

Attest: Chas. F. Pendergrood, Clerk.
By Deputy.

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