LAW RECORD

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NO. 47

UNION CO.
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LAW RECORD

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ylpha	358	Young Young	Bertha and Sk. Zylpha	Advs. "	The People's Young	Bank. Elliott	202 358.	

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Petition.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A. D. 1908.

Be it remembered that heretofore, towit on the 13th. day of November, 1907, the following Petition was filed with the Clerk of said Court, towit:

8689
Petition.

William W. Denny, Plaintiff,

Vs.

Sarah Denny, Defendant.

Court of Common Pleas,
Union County, Ohio,
November 13th. 1907.

Plaintiff says he has been and is now a bona fide resident of Union County, Ohio, for more than a year last past. Plaintiff says he was married to defendant on the 24th. day of Nov. 1870 at Delhia County, Ohio.

The plaintiff says the defendant was guilty of extreme cruelty and abuse during their married life, was extremely profane and vulgar, cursing and swearing at the plaintiff, drove him away from his home and has absolutely, ever since separation, refused to live with the plaintiff, and has been guilty of gross neglect of duty all this time.

The plaintiff therefore prays that he be granted a complete divorce from the defendant upon the final hearing of this petition, each one restored to all their rights in the premises.

William W. Denny.
J. M. Kennedy, his Attorney.

8689
Affidavit

On November 13th. 1907, the following Affidavit was filed:

William W. Denny, Plaintiff.

Vs.

Sarah Denny Defendant.

Court of Common Pleas.
Union County, Ohio.
November 13th. 1907.

The State of Ohio, Union County, ss:

The said William W. Denny, being first duly sworn, says that the present residence is to the defendant unknown, and that he is wholly unable to find her residence by reasonable diligence, and that the above is one of the causes provided by law for publication of notice. He therefore makes this affidavit for the purpose of service of notice upon the defendant by publication.

William W. Denny

Sworn to and subscribed by said William W. Denny before me this 12th day of November, 1907.

(Seal) J. M. Kennedy, Notary Public.

8689
Proof of Publication.

On January 6th. 1908, the following Proof of Publication was filed:-

William W. Denny, Plaintiff.

Vs.

Sarah Denny, Defendant.

Court of Common Pleas
Union County, Ohio.
January 6th. 1908.

Sarah Denny, whose place of residence is unknown to the plaintiff, will take notice that on the 13th. day of November, 1907, the plaintiff, William W. Denny, filed his petition in the Court of Common Pleas of Union County, Ohio, No. 8689, charging the defendant with cruelty and abuse and wilful absence for more than 3 years. His prayer is for a complete divorce. Said defendant will be required to answer on or before six weeks of this

publication, on said petition will be taken to be true.

William W. Denny.
By J. M. Kennedy, his Attorney.

The State of Ohio, Union County, ss.

Personally appeared before me J. W. Greiner and made solemn oath that the notice, a copy of which is hereto attached, was published for six consecutive weeks on and next after November 13th, 1907, in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

J. W. Greiner.

Sworn to before me and signed in my presence this 6th day of Jan. A.D 1908.

(Seal) Hester McCrory, Deputy Clerk.

8679 Petition.

8689 Entry.

On January 6th, 1908, the following Entry was filed:

William W. Denny, Plaintiff,
vs.
Sarah Denny, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 6th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by publication for six weeks in the Marysville Tribune, a paper in general circulation in this county; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 24 day of November, 1870, as alleged in said petition, and that the defendant has been guilty of extreme cruelty and abuse during their married life, was extremely profane and vulgar, cursing and swearing at the plaintiff, drove him away from his home, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff pay the costs of this proceeding, taxed at $8,76, and that this case be recorded.

Attest: Charles Parrott, Clerk
By Hesters McCrory, 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 John M. Brodrick, Judge of the said Court, at the January Term. A.D. 1908.

Be it remembered that heretofore, towit, on the 16th. day of October, 1907, the following Petition was filed with the Clerk of said Court, towit:-

8679
Petition.

Court of Common Pleas,
Union County, Ohio,
October 16th. 1907.

Alice A. Spurgeon, Plaintiff,
Vs.
Clark Spurgeon, Defendant.

The plaintiff says:

That she has been an actual resident of said Union County, 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 15th day of November, A.D. 1894, in the City of Delaware, in the County of Delaware in said State, and has ever since said date, conducted herself as a faithful and obedient wife. That two children, now surviving, are the issue of said marriage, towit: Ethel D. Spurgeon, a daughter, aged twelve years, and Lawrence E. Spurgeon, a son, aged four years.

That the defendant, disregarding his marital duties as a husband, has been guilty of extreme cruelty toward plaintiff in that he wilfully and without any excuse therefor, and without fault upon her part, on the 19th. day of September 1907, repeatedly struck, beat and kicked her, so that she was compelled to seek shelter with said two children at the home of a neighbor, temporarily, and was so thoroughly bruised that her flesh was black and blue for a long period of time thereafter, and so that plaintiff was compelled to, and did secure medical treatment therefor. That afterwards, towit: on the 11th. day of October, AD 1907, said defendant, wilfully and without any excuse therefor, and without fault on her part, struck this plaintiff with his clenched fist, in the left eye, and with such violence, that said eye was black and blue from the congestion of blood around it, and that said congestion still exists at the drafting of this petition.

Plaintiff further says, that defendant has also been guilty of extreme cruelty against this defendant in that on the 11th. day of August A.D. 1906, said defendant filed an affidavit in the Probate Court of Union County, Ohio, wherein he charged this plaintiff with being a lunatic, and thereby compelled her to submit to the humiliation of a public inquest of lunacy. That after said inquest was had, according to law, and by said court, this plaintiff was discharged, on the ground that the statements in said affidavit were not true, and because this plaintiff was sane. That notwithstanding the agony of mind occasioned this plaintiff by said act of cruelty, she forgave and condoned it, and continued to live with her said husband as before. Nevertheless defendant continued his acts of cruel treatment toward plaintiff and accompanied the same by telling her with aggravation, that if he could not send her to an insane day home that he could send her to another. That afterwards, towit: on said 9th. day of October, 1907, he, without any just cause, and without fault on her part, filed his second affidavit in said Probate Court, charging this plaintiff, as before, with being an insane person, and asking that

she be confined in the State Hospital for the insane. That said court, after a full and careful hearing on the matter, including the testimony of several physicians, found that plaintiff herein was, and is sane. That defendant well knew, when he filed each of said above named affidavits, that this plaintiff was not insane, or a lunatic as alleged.

Plaintiff says that the defendant is the owner of the following personal property, to-wit; 2 horses, 2 colts, 2 cows, 3 calves, 8 shoats, 2 sows, farm implements, 6 tons of hay in four stacks, in addition to hay in the mow, and four acres of corn in the shock, 1 good buggy and one poor one, two good farm wagons, and 1 poor one, 1 mowing machine, 1 hay raker, 1 harrow, 1 plow, 1 corn cultivator and household goods and furniture.

That defendant is also the owner of the following described real-estate, situated in the Township of Dover, in the County of Union, and in the State of Ohio, and bounded and described as follows: Beginning at a stake S.E. corner to Johnathan Beard's land; thence S. 81° 45" W. 76 1/2 poles to a stone; thence N. 9° W 44 poles to a stone; thence S. 81° 45" E. 76. 1/2 poles to a stone; thence S. 9° E. 44 poles to a stone to the beginning. Containing 21 acres more or less. Also one other tract in said township, county and state, and bounded and described as follows: Beginning at a stake it being the S.W. corner of Beard's land, bought of Abner Liggett; thence running north with the Survey line 42 10/100 poles to Lovinas (?) corner to a stake; thence East 19 poles to a stake; thence S. 42 10/100 poles to a stake; thence W. 19 poles to the place of beginning. containing 5 acres.

That said defendant is threatening to dispose of said property for the purpose of defrauding this plaintiff, and plaintiff believes that unless he is restrained from so doing that he will dispose of and encumber said property.

Plaintiff says that she has possession of said children and is wholly without the means of supporting herself, and her said two children, and of prosecuting this action. That the defendant has a large sum of money, in cash, in addition to the above named property.

That the defendant is a man of vulgar and vicious habits, and wholly unfit for the care and custody of minor children.

Wherefore, plaintiff prays that the defendant may be enjoined from interfering with her in the possession of said children, and that he may also be enjoined from disposing of any of said property, either personal or real, pending the final hearing of this cause, and that she may be allowed such temporary alimony as will enable her and her two minor children to subsist until this action may be heard, and for such temporary alimony as may be necessary for the purpose of prosecuting this action, and that on the final hearing hereof she may be divorced from said defendant, and that she may be decreed the custody of said children, and that she may be allowed such reasonable alimony as may seem to the court to be just, and right and for such other and further relief as equity may requires.

Porter & Loughrey.
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Alice A. Spurgeon, the plaintiff herein, being sworn, makes oath that the facts stated in the foregoing petition are true as she

8679
Precipe.

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Summons.

8679.
Entry.

believe.

Alice A. Spurgeon.

Sworn to by said Alice A. Spurgeon, before me and signed by her in my presence this 16th. day of October, 1907.

Edward W. Porter,
Notary Public, Union County, Ohio.

8679 Precipe.

On October 16th. 1907, the following Precipe was filed:

Alice A. Spurgeon, Plaintiff,
Vs.
Clark Spurgeon, Defendant.

Court of Common Pleas,
Union County, Ohio.
October 16th, 1907.

To the Clerk: Issue summons upon the petition in the above entitled case, directed to the sheriff of Union County, Ohio, for the defendant, and serve him with a copy of this petition, returnable according to law. Endorse "Action for divorce and alimony". " Injunction allowed as prayed for."

Porter & Loughrey,
Attorneys for the plaintiff.

8679 Summons.

On October 16th, 1907, the following Summons was issued:-

Alice A. Spurgeon, Plaintiff,
Vs.
Clark Spurgeon Defendant.

Court of Common Pleas,
Union County, Ohio,
October 16th, 1907.

To the Sheriff of the County of Union:-

You are commanded to notify Clark Spurgeon that Alice A. Spurgeon 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 28" day of October, A.D. 1907.

Witness my hand and the Seal of said Court at Marysville, this 16th. day of October, A.D. 1907.

Chas. Parrott, Clerk.
By Hester McCrory, Deputy Clerk.

(Seal)

Sheriff's Return.

Received 10 o'clock A. M. on the 17" day of Oct. A.D. 1907, and on the 17" day of Oct. A.D. 1907, 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.

D. C. Bolenbaugh, Sheriff.

8679. Entry.

On October 16th, 1907, the following Entry was filed:-

Alice A. Spurgeon, Plaintiff.
Vs.
Clark Spurgeon, Defendant.

Court of Common Pleas,
Union County, Ohio,
October 16th. 1907.

This day came the Plaintiff by her Attorneys, Porter & Loughrey 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 interfering with her in the possession of said children, and that he may also be enjoined from disposing of any of said property, either personal or real, pending the final hearing of her divorce and alimony case filed in the Common Pleas Court, Union County, Ohio. October 16th. 1907. No. 8679, upon the said plaintiff giving to said defendant an undertaking, executed by sufficient surety, in the sum of dollars, conditioned and to be approved as required by law.

Dudley E. Thornton, Probate Judge.

8679 Notice.

On October 16th, 1907, the following Notice was filed:-

Alice A. Spurgeon, Plaintiff.
vs.
Clark Spurgeon, Defendant.

Court of Common Pleas,
Union County, Ohio.
October 16th, 1907.

The defendant will take notice that on Saturday, the 19th. day of October, A.D. 1907, at 10 o'clock A. M. the plaintiff will make application to John M. Brodrick, Judge of said Court, at the Court House at Marysville, Ohio, for an order for alimony pending the trial of this cause, and also for a temporary order granting the plaintiff the care and custody of both of their children.

Porter & Loughry,
Attorneys for the Plaintiff.

8679 Answer and Cross-Petition.

On October 17th. 1907, the following Answer and Cross-Petition was filed:-

Alice A. Spurgeon, Plaintiff.
vs.
Clark Spurgeon, Defendant.

Court of Common Pleas,
Union County, Ohio,
October 17th, 1907.

Now comes the defendant, Clark Spurgeon, and for answer to the petition, says he admits the marriage to the plaintiff as alleged in said petition, and the residence of plaintiff, also the births of said children, and the fact of his ownership of the land described in said petition, but denies each and every other allegation in said petition alleged.

For second defense, the said defendant says, on Christmas 1903 at the house of the Plaintiff and defendant says that he lay down on his sofa, being unwell at the time, and plaintiff, without any fault of the defendant and without any cause therefor, drove the defendant off the lounge, and out of doors, followed him out in his own door yard, struck the defendant on the left arm and broke his left arm at the wrist, rendering it wholly helpless, and laid him up with said arm for more than a month, so that he was wholly unable to work, and during all of this time, while pursuing and beating the defendant, she was cursing and swearing at the defendant, calling him a son-of-a-bitch, and accusing him of running after other women.

For third defense, the Defendant says that on the 19th day of September, 1907, the time charged in plaintiff's petition, said defendant says he had been to the Richwood Fair and came to the well and was pumping water for his horse at the well when the plaintiff rushed out of the house with a broom stick and began to beat the defendant over the head and back with the broom stick, and when the defendant turned around she hit him over the face and left hand cutting and bruising his face and his hand

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so that he was wholly unable to use his left hand for two or three weeks. All of this was wholly unprovoked by the defendant and in order to protect himself from great bodily harm, he was compelled to shove his wife away with his foot. He therefore denies the charge, as made in said petition, of malicious assault, but self defense. He also denies the charge of assault as alleged in said petition of the 11th day October, 1907, and says that said plaintiff brought on the difficulty on that day about the little boy, and when the defendant undertook to go out of the house the plaintiff seized a stick of stove wood and got between him and the door and began to beat him over the head and shoulders with the stick of wood, and the defendant tried to catch the stick of wood to prevent her hurting him severely he found he could not, and was compelled to strike her only for self protection.

Defendant further says that during a great part of last winter he was compelled to stay out in his barn because of the abuse of the plaintiff and when in bed she was scolding and swearing at the defendant so that he could not rest.

Defendant further says that at the time of the marriage of defendant to the plaintiff she had two boys by a former marriage; That he raised them until one became of age out of his own means, and the other became an epileptic, when about 9 years of age, and was wholly a charge upon the defendant for six years, costing the defendant a great deal of money and loss of time for these children, neither of which was of any account to work or earn their living, and bired off the defendant; said last named boy died in 1903, aged 15 years, and that these facts ought to be taken in consideration by the court in allowing alimony.

Said defendant admits the filing of the affidavits charging the plaintiff with insanity, and was honest in his belief that said plaintiff was at each of said times insane, and still believes her insane, and denies that he did the same to annoy or disgrace the plaintiff, but for the purpose of protecting the life of himself and his children, as when enraged or angry she would threaten to shoot and kill him and his children.

Defendant says that the plaintiff is wholly unfit to have the custody, care and control of said children. That she is and was continually guilty of profane, obscene and vulgar language in the presence of said children, so vulgar and obscene that her language is unfit to put in this petition.

Plaintiff therefore prays that he be given the care, custody and control of said children, and if either one of these parents are given the charge and care of said children, that that one be compelled to give a bond in the sum of One Thousand Dollars for the protection of the lives of said children, and that said Defendant be granted a complete divorce from the plaintiff and proper relief.

J. M. Kennedy, atty. for Def.

The State of Ohio, Union County, ss.

Clark Spurgeon, being first duly sworn, says the facts and allegations of the foregoing petition, are, as he believes, true.

Clark Spurgeon.

Sworn to and subscribed before me by said Clark Spurgeon this 17th day of October, 1907.

J. M. Kennedy, Notary Public.

(Seal)

8679
Reply.

On November 13th, 1907. the following Reply was filed:-

Alice A. Spurgeon, Plaintiff,
vs.
Clark Spurgeon, Defendant.

Court of Common Pleas,
Union County, Ohio.
November 13th, 1907.

Now comes the plaintiff herein, and by way of reply to the answer of the defendant herein, denies each and every allegation in the second defense therein contained.

Plaintiff, by way of reply to the third defense in said answer contained, admits, that at the time of the marriage of defendant to the plaintiff she had two boys by a former marriage; and she further admits that one of said boys became epileptic, as alleged, and at about the age of nine years, and that he died at the age of sixteen years, but in the year 1903 instead of in 1905, as alleged by defendant. Plaintiff further denies each and every other allegation made and contained in said third defense. And further, she especially denies that said boys were the cause of any expense whatever to defendant, except as stated below, and for the reason, as she alleges, that Guy, the older boy, was rarely at home, but was away making his own living, and when at home on rare occasions, he always paid his board with the work he did on the farm, and for which he received no other compensation. That notwithstanding the epilepsy of Lewis, the younger boy, he was hardly ever incapacitated from working on the farm, and that when he was, it was only for three or four days, and at long intervals. That defendant was never at any further expense because of said boy, except as to the price of four pairs of overalls, and one pair of boots, which expense is admitted by this plaintiff. Wherefore, plaintiff prays, as she has already done in her petition.

Porter & Loughrey,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Alice A. Spurgeon, the plaintiff herein, being sworn, makes oath that the facts stated in the foregoing reply are true, as she believes.

Alice A. Spurgeon.

Sworn to by said Alice A. Spurgeon, before me, and signed by her in my presence this 13th. day of November, A.D. 1907.

E. W. Porter, Notary Public,
Union County, Ohio.

(Seal)

8679
Entry.

On January 6th, 1908. the following Entry was filed:-

Alice A. Spurgeon, Plaintiff,
vs.
Clark Spurgeon, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 6th, 1908.

And now this cause coming on for hearing upon the pleadings and the evidence, and the defendant having withdrawn his answer and cross-petition; the court find that the allegations of the petition are confessed by him to be true; and also 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 de-

frudaut has bun 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 Alice A. Spurgeon and Clark Spurgeon 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 children of the parties hereto be, until further order, confided, first, to said Clark Spurgeon until school shall close, in the spring of 1908, but that then they are to go to their mother, the plaintiff herein, with whom they are to live for the priod of three months, and then are to return to said Clark for the ensuing priod of three months, and so on alternately until each can choose his or her own guardian. It is further ordered that the parent having the custody of said children, shall care for them without expense or interference with them by the other parent.

It is further ordered and adjudged that the defendant pay to the plaintiff the personal and house hold property heretofore agreed upon between the attorneys of the parties hereto, and in addition thereto, as her reasonable alimony in money the sum of Six Hundred and Fifty Dollars, ($650.00), payable on this date, cash in hand, which is this day paid to said Alice A. Spurgeon.

It is further considered by the court that the said Alice A. Spurgeon recover from the said Clark Spurgeon her costs herein expended and execution is awarded.

Attest: Charles Parrott, Clerk,
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 12th. day of November, 1907, the following Petition was filed with the Clerk of said Court, towit:

8688. Petition.

William Kennedy, Plaintiff,
Vs.
Swaine Kennedy, Nancy Overturf, John B. Kennedy, Alfred V. Kennedy, Rebecca Dickson and Drumel Kennedy, Defendants.

Court of Common Pleas.
Union County, Ohio
November 12th, 1907.

Plaintiff says that Ariel Kennedy, of Union Township, Union County, Ohio, was in her lifetime seized in fee simple and in possession of the following described real estate, towit:

Part of survey No. 6316 bounded and described as follows: Yg Being division No. 8 - 84 of the Fredrick Parthemore homestead farm as partitioned:

Division No. 8, beginning at a stone south-west corner to Nancy A. Parthemore's Lot -- being division No. 7: Thence S. 82 deg. E. 86. 28 poles to a stone, corner to division No. 7 in the west line of Robert Paris' land:- Thence with said line S. 7 1/2 deg. W. 24. 12 poles to a stone or stake, corner to division No. 9, Thence N. 82 deg. W. 86 30 poles to a stake corner to division No. 9 in the east line of Alfred V. Morse land; thence with said line N. 74 3/4 deg. E. 24. 16 poles to the beginning, containing 13 acres more or less :--

8688 Precipe.

Division No. 9, Beginning at a stake South West corner to Philander P. Ellis' lot -- being division No. 8: Thence S 82 deg. E. 86.26 poles to a stake corner to division No 8 in the west line of Robert Paris' land; Thence with said line S. 7 1/2 deg. W. 24. 12 poles to a stake corner to division No. 10. Thence N. 82 deg. W. 86. 40 poles to a stake corner to division No. 10 in the east line of Alfred V. Morse land; Thence with said line N. 7 3/4 deg. E. 24. 12 poles to the beginning, containing 13 acres more or less:-

Also the following described piece of land, situate in the Township of Paris, County of Union, and State of Ohio, described as follows:--

8688 Summons.

Beginning in the center of the Marysville and London Gravel Road Thence North 74 1/2 deg. W. 33.20 poles to a stake in the line of Thomas Wellers and J. W. Shearer's land; Thence N. 31. 1/4 deg. 8.52 poles to a stake; Thence S. 71 deg. E. 27. 08 poles to the center of said Road, Thence with the center of said road S. 16 1/2 deg. W. 23.12 poles to the beginning, containing two acres and 75-100 acres more or less.

That the said Ariel Kennedy, being seized of the above described real estate, died on the 17 day of July, 1903 intestate, leaving the defendant, Drumel Kennedy, her widower, and said plaintiff and the defendants, Swaine Kennedy, John B. Kennedy, Nancy Overturf, Alfred V. Kennedy and Rebecca Dickson her children and only heirs at law.

That by the death of the said Ariel Kennedy, the plaintiff, William Kennedy, Swaine Kennedy, Nancy Overturf, John B. Kennedy, Alfred V. Kennedy and Rebecca Dickson, became seized in fee as tenants in common by descent from the said Ariel Kennedy of the above described property -- that is to say that each became seized of the one undivided one sixth part of the said property, subject however, to the right of dower of the said Drumel Kennedy.

Plaintiff prays that partition of the real property above described may be made by and under the direction of this court between said plaintiff and said defendants according to their respective rights and interests therein, that his interest therein may be set off to him in severalty; that commissioners may be appointed by the court for the purpose of making such partition and assigning dower; 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 sold by and under the direction of this 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 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:--

McCrory & Cameron,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss:

William Kennedy, being first duly sworn, says that the facts and allegations set forth in the foregoing petition are as he believes true:-

William Kennedy.

Sworn to and subscribed before me this 12th. day of November, 1907.
(Seal) Robt. McCrory, Notary Public.

8688 Precipe. On November 12th, 1907, the following Precipe was filed:
William Kennedy, Plaintiff,
vs.
Swaine Kennedy, et al, Defendants.
To the Clerk of said Court:-

Court of Common Pleas
Union County, Ohio.
November 12th. 1907.

Issue summons in the above entitled case for Swaine Kennedy, Nancy Overturf, Alfred V. Kennedy, Samuel Kennedy to the Sheriff of Union County, Ohio, and for John B. Kennedy, directed to Sheriff of Franklin Co. Ohio, returnable according to law.

McCrory & Cameron,
Plaintiff's Attorney.

8688 Summons. On November 12th, 1907, the following Summons was issued:
William Kennedy, Plaintiff,
vs.
Swaine Kennedy, et al, Defendants.
To the Sheriff of Union County:

Court of Common Pleas.
Union County, Ohio.
November 12th. 1907.

You are hereby commanded to notify Swaine Kennedy, Nancy Overturf, Alfred V. Kennedy and Samuel Kennedy that they have been sued by William Kennedy in the Court of Common Pleas of Union County and must answer by the 4 day of December, A. D. 1907. 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 25 day of November, AD. 1907.

Witness my hand and the seal of said Court, this 12 Nov. AD. 1907.

Chas. Durrett, Clerk.
(Seal) By Hester McCrory, Deputy.

We, the undersigned persons, within named, do hereby waive the issuing

and service of process, and do hereby acknowledge service of the within notice, this day of November, 1907.

Ormell Kennedy
Nan K. Overturf,
Swaine Kennedy
Alfred V. Kennedy.

8688
Summons.

On November 12th, 1907, the following Summons was issued:

William Kennedy, Plaintiff.
Vs.
Swaine Kennedy, et al. Defendants.

Court of Common Pleas,
Union County, Ohio,
November 12th, 1907.

To the Sheriff of Franklin County:

You are hereby commanded to notify John B. Kennedy that he has been sued by William Kennedy in the Court of Common Pleas of Union County and must answer by the 14th day of December, A.D. 1907, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 25th day of Nov. A.D. 1907.

Witness my hand and the seal of said Court, this 12th day of Nov. A.D. 1907.

(Seal)

Chas. Parrott, Clerk.
By Hester McCrory, Deputy.

Sheriff's Return.

The State of Ohio, Franklin County, ss.

Received this writ Nov. 13th A.D. 1907 at 9 o'clock A.M. and pursuant to its command on the 14th. day of November, A.D. 1907 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 John B. Kennedy.

George J. Karb. Sheriff.
By E.G. Lungin, Deputy.

8688
Summons.

On November 12th, 1907, the following Summons was issued:

William Kennedy, Plaintiff.
Vs.
Swaine Kennedy, et al, Defendants.

Court of Common Pleas,
Union County, Ohio.
November 12th, 1907.

To the Sheriff of Union County;

You are hereby commanded to notify Rebecca Dickson that she, etal, have been sued by William Kennedy in the Court of Common Pleas of Union County and must answer by the 14 day of December, A.D. 1907, 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 25 day of November, A.D. 1907.

Witness my hand and the seal of said Court this 12 day of November, A.D. 1907.

Chas. Parrott, Clerk.
By Hester McCrory, Deputy.

(Seal)

I, the undersigned person within named, hereby waive the issuing and service of process, and do hereby acknowledge service of the within notice this

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16" day of November, 1907, and enter my appearance for the purpose of the said action.

Mrs. Rebecca K. Dickson.

8688. Answer of John B. Kennedy.

On November 22nd, 1907, the following Answer was filed:-

William Kennedy, Plaintiff,
vs.
Swaine Kennedy, Nancy Overturf, John B. Kennedy, Alfred V. Kennedy, Rebecca Dickson and Samuel Kennedy, Defendants.

Court of Common Pleas, Union County, Ohio, November 22nd, 1907.

The Defendant, John B. Kennedy, admits that he is a tenant in common with plaintiff, and is the owner of the undivided one-sixth part of her said property in fee, and concurs in the prayer of a petition for partition.

Elmer E. Murphy, Attorney for defendant.

State of Ohio, Franklin County, ss.

John B. Kennedy, the defendant herein, being duly sworn, says that the facts stated in the forgoing Answer, are true, as he believes.

John B. Kennedy.

Subscribed to and sworn to before me this day of November, A.D. 1907.

Elmer E. Murphy, Notary Public, Franklin County, Ohio.

(Seal)

8688 Answer of Alfred V. Kennedy.

On November 22nd, 1907, the following Answer was filed:-

William Kennedy, Plaintiff,
vs.
Swaine Kennedy, Nancy Overturf, John B. Kennedy, Alfred V. Kennedy, Rebecca Dickson and Samuel Kennedy, Defendants.

Court of Common Pleas, Union County, Ohio, November 22nd, 1907.

The defendant, Alfred V. Kennedy, admits that he is a tenant in common with plaintiff, and is the owner of the undivided one-sixth part of her said property in fee, and concurs in the prayer of a petition for partition.

Elmer E. Murphy, Attorney for defendant.

State of Ohio, Franklin County, ss.

Alfred V. Kennedy, the defendant herein, being duly sworn, says that the facts stated in the foregoing Answer, are true as he believes.

A. V. Kennedy.

Subscribed to and sworn to before me this 18 day of November, A.D. 1907.

O. W. McAdow, Notary Public.

(Seal)

8688 Entry.

On December 19th, 1907, the following Entry was filed:-

William Kennedy, Plaintiff,
vs.
Swaine Kennedy, et.al. Defendants.

Court of Common Pleas, Union County, Ohio, December 19th, 1907.

This cause came on to be heard upon the petition, answer and waiver of all the defendants herein, and the pleadings and record in the cause, and was argued by counsel; on consideration whereof, and it appearing to the satisfaction of the court that all and every of said defendants have been duly notified of the bringing, pendency and demand of said action against them, as required by law, and that the said plaintiff hath a legal

right and estate in the premises described in the petition and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in the petition, it is ordered by the court, on motion of McCrory & Cameron, attorneys for the plaintiff, that by the oaths of William Goff, Ray S. Moser and John R. Taylor, judicious and disinterested freeholders of the vicinity, upon actual view of the premises, one full equal one third part of said lands in said partition described be assigned and set off to the widower, Samuel Kennedy, as his dower estate therein, and by the like oaths of the same William Goff, Ray G. Moser, and John R. Taylor, partition be made of said lands, subject to said dower estate, in the following proportion to-wit: to said William Kennedy, the plaintiff, the one equal one sixth part thereof; to Swaine Kennedy, Nancy Overturf, John D. Kennedy, Alfred V. Kennedy and Rebecca Dickson, each the one sixth part thereof, if the same can be done without manifest injury to the value thereof; and if not that said premises be appraised at the value thereof in money subject to the said dower aforesaid, and without the dower as aforesaid.

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

8688
Writ of Partition and Dower.

On December 19th, 1907, the following Writ of Partition and Dower was issued:

William Kennedy, Plaintiff,
Vs.
Swaine Kennedy, et al, Defendants,
To the Sheriff of said County;

Court of Common Pleas,
Union County, Ohio.
December 19th, 1907.

Pursuant to an order of our said Court of Common Pleas within and for said County, at the September Term, A.D. 1907, in a certain cause No. 8688, now pending in said Court, wherein William Kennedy Plaintiff, and Swaine Kennedy, Nancy Overturf, John D. Kennedy, Alfred V. Kennedy, Rebecca Dickson and Samuel Kennedy, Defendants, You are commanded that without delay, by the oaths of William Goff, Ray G. Moser and John R. Taylor, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause to be set off and assigned to Samuel Kennedy, widower of Ariel Kennedy, late of said County, deceased, one full equal third part of the following described premises, to-wit:

Part of Survey No. 6316 -- Bounded and described as follows:- Yy, Being division No. 8-9-9, of the Fredrick Partheimer homestead -- same as partitioned --

Division No. 8, beginning at a stone southwest corner to Nancy A Partheimers lot -- being division No. 7; Thence S. 82 deg. E. 86.28 poles to a stone, corner to division No. 7 in the west line of Robert Paris' land :- Thence with said line S. 7 1/2 deg. W. 24.12 poles to a stone or stake, centre to division No. 9. Thence N. 82 deg. W. 86.30 poles to a stake corner to division No. 9 in the east line of Alfred V. Moser land; Thence with said line N. 7 3/4 deg. E. 24.16 poles to the beginning, containing 13 acres more or less:-

Division No. 9 -- Beginning at a stake South West corner to Philander P. Polis lot -- being division No. 8; Thence S. 82 deg. E. 86.26 poles to a stake corner to division No 8 in the west line of Robert Paris' land; thence with said line S. 7 1/2 deg. W. 24.12 poles to a stake corner to division No. 10; Thence N.

82 deg. W. 86. 40 poles to a stake corner to division No. 10 in the east line of Alfred V. Moser land; Thence with said line N. 7 3/4 deg. E. 24.12 poles to the beginning, containing 13 acres more or less;-

Also the following described piece of land, situated in the township of Paris, County of Union, and State of Ohio, described as follows:- Beginning in the center of the Marysville and London gravel road; Thence North 44 1/2 deg. W. 33.20 poles to a stake in the line of Thomas Wilcox; and J. W. Shearer's land; Thence N. 31 1/4 deg. 8.52 poles to a stake; Thence S. 71 deg. E. 27.08 poles to the center of said road, Thence with the center of said road. S. 16 1/2 deg. W. 23.12 poles to the beginning,-- Containing Two acres and 75/100 acres more or less.

And that in like manner and by the like oaths of said William Goff. Ray G. Moser and John R. Taylor 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, towit:

To William Kennedy	one-sixth	part.
To Swaine Kennedy	one-sixth	part.
To Nancy Overturf	one-sixth	part.
To John B. Kennedy	one-sixth	part,
To Alfred V. Kennedy	one-sixth	part.
To Rebecca Dickson	one-sixth	part.

But if said Commissioners are of the 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, both subject to, and also free from the dower of the said Orawell Kennedy, 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 Common Pleas Court, this 19th. day of December, 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Wiliam Goff, Ray G. Moser and John R. Taylor; 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 19th. day of December, 1907.

D.C. Bolenbaugh, Sheriff.

Commissioners' Report.

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn. And upon actual view of the premises, we are of the opinion that the said premises can not be divided without manifest injury, and we do estimate the value of the same, and free from said Dower estate at First Described Tract $1300.00. Sec. described tract $1170.00, Third described tract 700.00.--$3170.00.

Given under our hands this 19th. day of December, 1907.

Ray G. Moser
John R. Taylor
Wm. M. Goff. } Commissioners.

8688
Answer of
Oramel
Kennedy.

On January 1st, 1908, the following Answer was filed:
William Kennedy, Plaintiff,
Vs.
Swaine Kennedy, et al. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 1st. 1908.

Now comes Oramel Kennedy, one of the defendants in the above entitled cause, and voluntarily enters his appearance herein; and for answer to the petition in this case filed says:

That he is the widower of Ariel Kennedy, deceased, and as such is entitled to dower in the premises described in the petition, and that his age is 78 years; that he freely consents to said sale as prayed for, and waives the assignment of dower by metes and bounds or in rents and profits, and asks the court that said premises may be sold free from his dower estate therein, and that the value of such dower estate may be allowed and paid him in money out of the proceeds of sale, as the court may deem reasonable.

McCrory & Cameron,
Attorneys for Defendant.

The State of Ohio, Madison County, ss.

Oramel Kennedy, being first duly sworn, says that the allegations made are true as he verily believes.

Oramell Kennedy,

Sworn to and subscribed in my presence this 28th day of Dec. 1907.

(Seal) Harry Weaver, Notary Public.

8688
Entry.

On January 7th. 1908, the following Entry was filed:
William Kennedy, Plaintiff,
Vs.
Swaine Kennedy, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
January 7th., 1908.

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, free from the dower of the said Oramel Kennedy at $3170. 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 Swaine Kennedy has elected to take the said premises at their appraised value - that is to say: that the premises described in the petition as situate in the corporation of Marysville, and appraised at the sum of $700. the said Swaine Kennedy elects to take at the appraisement. That the 26 acres described in plaintiffs petition, situate in Union Township, Union County, Ohio, with the consent of the other parties to this action, he takes the same at the sum of $2860. being $390 more than the appraised value thereof, and that the terms of payment are to be cash; and the court finding that the defendant, Oramel Kennedy, having by his answer elected to receive in lieu of his dower its value in money, the court find the just and reasonable value thereof to be Three Hundred and Thirty one dollars and Seventy eight cents ($331.78).

And the court finding that the costs of this action, including a counsel of $75.90, to McCrory and Cameron, for their services herein, amount to $123.97; and that there is due to the treasurer of Union County, as taxes and penalty on said premises the sum of $19.66; It is therefore ordered by the court that upon payment being made to the sheriff by the said Swaine Kennedy of his proportion of said costs and taxes, towit, the sum of $, and upon his paying in cash, according to the terms of payment, the proportion of the appraised value (of the value upon which he agreed to take said premises) due to the other parties as heretofore found by the court, the said estate be, and it hereby is, adjudged to him, and the sheriff is ordered thereupon to make and execute to him a deed of conveyance thereof.

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

1st. To the treasurer of Union County $19.66; 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 $75.90, to McCrory & Cameron, for their services herein taxed at $123.97 and to E. E. Murphy, defendants attorney, a counsel fee of $25.00,

Thirdly:- To the said Oramel Kennedy, $331.78, as and for his full dower interest in said premises.

Fourthly:- And of the residue of the proceeds of said sale - to William Kennedy, the plaintiff, the one sixth of the cash proceeds, towit, the sum of $514.09; and to the said Swaine Kennedy the one sixth of the cash proceeds, towit, the sum of $514.10, to Nancy O'Arturf, the one-sixth part of the proceeds of said sale, towit, the sum of $514.10, To John B. Kennedy one sixth of the cash proceeds, towit the sum of $514.10, To Alfred T. Kennedy, the one sixth of the cash proceeds, towit, the sum of $514.10, and to Rebecca Dickson, the one sixth of the cash proceeds, towit, the sum of $514.10.

Attest; Charles Parrott, Clerk.
By Walter McCrory, 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 John M. Prodrick, Judge of the said Court at the January Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 10th. day of January, 1908. the following Petition was filed with the Clerk of said Court, towit:

8712 Petition.

The Bellefontaine National Bank of Bellefontaine, Ohio, Plaintiff,

Vs.

John Schafer and Fannie Schafer, Defendants.

Court of Common Pleas, Union County, Ohio. January 10th. 1908.

Plaintiff is a corporation under the laws of the United States, doing business in the City of Bellefontaine, Ohio.

The defendants, on the 10th. day of August A.D. 1906, executed and delivered to the plaintiff their promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A", and made a part of this petition.

Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of One Hundred and Ninety Five dollars and 34 cents, with interest at the rate of eight per cent. per annum, from the 10th. day of January, A. D. 1908.

Wherefore plaintiff pray judgment against said defendant for the sum of One Hundred and Ninety five dollahs and 34 cents, with interest thereon from the 10th. day of January, A.D. 1908, at the rate of 8 per cent. perannum till paid, and for costs of suit.

J. D. McLaughlin.
Attorney for Plaintiff.

8712 Entry.

The State of Ohio, Union County, ss.

J. D. McLaughlin, being sworn, says that he is the attorney of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

J. D. McLaughlin.

Sworn to by said J. D. McLaughlin before me, and by him signed in my presence, this 10day of January, A.D. 1908.

Charles Parrott,
Clerk of Court.

(Seal)

Exhibt "A".

$175.00.

Bellefontaine, Ohio, Aug. 11, 1906

Sixty days after date, we or either of us, promise to pay to The Bellefontaine National Bank or order One Hundred Seventy Five Dollars at its banking house, in Bellefontaine, for value received, with interest at 8 per centum per annum payable semi-annually until paid, and interest at the same rate on interest overdue.

And we hereby authorize and empower any Attorney-at-Law, at any time after the above note becomes due, to appear for us or any of us, without process in any Court of Record, and waive the issuing and service of process and confess and consent to a judgment against us jointly or severally, or against

8712 Answer.

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8712 Entry.

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any of us, for the amount of said note and interest and costs in favor of the legal holder of said note, and to consent that said judgment bear interest at the rate of eight per centum per annum payable annually until paid, and to release all errors, and waive all right of appeal, and all right to file any petition in error. And we, the sureties on said note, waive notice of any extension of time to the principal of said note, and consent that an extension of time of payment may be granted.

Witness our hands and seals this 11th. day of Aug. AD. 1906.

John Schafer. (Seal)
Fannie Schafer (Seal)

8712 Answer.

On January 10th. 1908, the following Answer was filed:-

The Bellefontaine National Bank of Bellefontaine, Ohio. Plaintiff,
Vs.
John Schafer and Fannie Schafer, Defendants.

Court of Common Pleas, Union County, Ohio, January 10th, 1908.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process herein, and confess a judgment in favor of said plaintiff against said defendants, on said note, for the sum of One Hundred Ninety Five dollars and 34 cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right to appeal in the premises.

Frank J. Ballinger.
Attorney for Defendants.

8712 Entry.

On January 10th, 1908, the following Entry was filed:

The Bellefontaine National Bank of Bellefontaine, Ohio, Plaintiff,
Vs.
John Schafer and Fannie Schafer, Defendants,

Court of Common Pleas, Union County, Ohio, January 10th, 1908.

This day came the plaintiff by its attorney; also appeared in open court, for and on behalf of said defendants, Frank J. Ballinger, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One Hundred Ninety Five dollars and 34 cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of One Hundred Ninety Five dollars and 34 cents, being the amount of said note with interest computed at 8 per cent. per annum from the 10th. day of August, A.D. 1906, and also the costs herein expended, taxed at $

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court at the January Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 5th. day of July, 1907, the following Petition was filed with the Clerk of said Court, towit:

8651 Petition.

Court of Common Pleas,
Union County, Ohio.
July 5th., 1907.

Isaac Smith, Plaintiff,
Vs.
George Smith, Lottie Smith,
Vina Smith, Sadie Smith,
and B. P. Smith, Defendants.

Plaintiff says that on the 11th day of March, A. D. 1906, one Sarah E. Smith died intestate, seized in fee simple of the following described real estate situate in the State of Ohio, County of Union and township of Claibourne, and part of Survey No. 5809, and bounded and described as follows:-

Beginning at three stakes in a bunch (in place of a beech) northeast corner to lands formerly owned by Joshua Penn and northwest corner to Lot No. 6 of the division of Survey No. 5809 into Lots and tracts of land; thence with the north line of said lot N. 77° 30' E. 21 poles to a stake in the west line of Jason Carr's land; thence with said line S. 12° 15' E. 23 88/100 poles to a stake the southwest corner of said Jason Carr's land; thence N. 77° 30' E. 110 32/100 poles to a stake a corner to Albert E. Webb's land; thence with two consecutive lines of said land S. 12° 15' E. 67 poles to a stone and thence S. 77° 30' W. 43.50 poles to a stake a corner to said Albert E. Webb's land in the east line of said Lot No. 6; thence with said line passing the south east corner of the same, and with the east line of Lot No. 13 S. 12° 15' E. 205 poles to a stone northeast corner of lands formerly owned by Abel Hodge; thence with the north line of said lands S. 77° 30' W. 89 4/100 poles to three stakes in a bunch northwest corner of said Abel Hodge's land and in the east line of said lands formerly owned by Joshua Penn; thence with said line and continuing with the west line of said Lot No. 6. N. 12° 15' W. 296 poles to the beginning. Containing 174 acres more or less.

That the said Sarah E. Smith died leaving the plaintiff and the defendants, George Smith, Lottie Smith, Vina Smith, and Sadie Smith, her children and only heirs at law, and that the plaintiff and the said defendants, George Smith, Lottie Smith, Vina Smith and Sadie Smith are tenants in common by descent in the above described real estate.

That the plaintiff is entitled to and the owner in fee of the undivided one fifth (1/5) part of said real estate; and that each of the defendants, George Smith, Lottie Smith, Vina Smith and Sadie Smith is the owner of and entitled to the undivided one fifth (1/5) part of the said described real estate.

That the said defendant, B. P. Smith, as widower of the said Sarah E. Smith, deceased, has a dower interest in the above described real estate, which has never been assigned to him.

Plaintiff prays that a partition be made of the above described premises, by and under the direction of this court between said plaintiff and said defendants according to their respective rights and interests herein; that

his interest be done in the premises for the partition of same thereof, that of this case to this entitled plaintiff

In the

State of

1907.

8651 Precipe.

On July Isaac Sm

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8651 Summons

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his interest in said real estate may be set off to him in severalty if it can be done without manifest injury; and that commissioners be appointed by the court for the purpose of making such partition, and assigning dower; or in case a partition of said real estate cannot be made without manifest injury to the value thereof, then that said real estate may be sold by and under the direction of this court free from the dower and the rights of all persons and 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 interests therein, and that plaintiff may have such other relief as may be just and equitable.

S. W. Van Winkle,
Attorney for plaintiff.

Isaac Smith, the plaintiff, makes oath and says that the facts set forth in the above pleading are true as he verily believes.

Isaac Smith.

State of Ohio, County of Ohio, S.S.

Sworn to and subscribed before me this 5th day of July, 1907.

Geo. S. McGuire,
Notary Public, Ud., Co. O.

(Seal)

8651
Precipe.

On July 5th, 1907 the following Precipe was filed:

Isaac Smith, Plaintiff.
Vs.
George Smith, et. al. Defendants.
To the Clerk:

Issue summons for Lottie Smith, Vina Smith, Sadie Smith and B.P. Smith, directed to the Sheriff of Union County, returnable according to law.

Court of Common Pleas,
Union County, Ohio,
July 5th, 1907.

S. W. Van Winkle,
Atty. for plaintiff.

8651
Summons

On July 5th, 1907 the following Summons was issued:-

Isaac Smith, Plaintiff.
Vs.
George Smith, et. al. Defendants.
To the Sheriff of said County:

Court of Common Pleas,
Union County, Ohio,
July 5th, 1907.

You are hereby commanded to notify Lottie Smith, Vina Smith, Sadie Smith and B. P. Smith, that they have been sued by Isaac Smith in this Court of Common Pleas of Union County, and must answer by the 3 day of August, A. D. 1907, or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.

Said Sheriff will make due return of this summons on the 15 day of July, 1907.

Witness my hand and the seal of said Court, this 5 day of July, 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio,
Union County.

Received this writ July 6th 1907, at 6 o'clock A.M. And on July 6th 1907, I served the within named B.P. Smith. And on July 10th 1907

I served the within named Lottie Smith, Vina Smith, and Sadie Smith all by personally handing to each of them a true and certified copy thereof with all the endorsements thereon.

D.C. Edenbaugh, Sheriff.

8651 Waiver of Summons and Answer.

On July 5th, 1907, the following Waiver of Summons and Answer was filed:

Isaac Smith, Plaintiff,
Vs.
George Smith, Lottie Smith, Vina Smith, Sadie Smith, and B. P. Smith, Defendants.

Court of Common Pleas,
Union County, Ohio.
July 5th, 1907.

Now comes George Smith, one of the defendants herein, and waives issue and service of summons and enters his voluntary appearance.

He further says that the allegations in the petition are true and asks that the prayer of the petition be granted.

George Smith

George Smith makes oath and says that the statements in the above pleading made is true as he verily believes.

George Smith.

State of Ohio, County of Marion.

Sworn to before me this 3rd day of July, 1907.

Geo. B. McGinnis.
Notary Public M. Co. O.

(Seal)

8651 Motion.

On December 17th, 1907, the following motion was filed:

Isaac Smith, Plaintiff,
Vs.
George Smith, et al, Defendants.

Court of Common Pleas,
Union County, Ohio,
December 17th, 1907.

Now comes the plaintiff and moves the court for leave to amend his petition herein by striking out of same that part of same which refers to an accounting of rents and profits.

S. W. Van Winkle
Attorney for plaintiff.

8651 Entry.

On December 19th, 1907, the following Entry was filed:

Isaac Smith, Plaintiff,
Vs.
George Smith, et al, Defendants.

Court of Common Pleas,
Union County, Ohio,
December 19th, 1907.

Now comes the plaintiff herein and leave having been first obtained, that part of the petition herein which refers to an accounting of rents and profits is stricken from said petition.

8651 Writ of Partition and Dower.

On January 16th, 1908, the following Writ of Partition and Dower was issued:

Isaac Smith, Plaintiff,
Vs.
George Smith, et al, Defendants.
To the Sheriff of said County:

Court of Common Pleas,
Union County, Ohio,
January 16th, 1908.

Pursuant to an order of our said Court of Common Pleas within and for said County, at the September Term, A. D. 1907, in a certain cause No. 8651 now pending in said Court, wherein Isaac Smith Plaintiff, and George Smith, Lottie Smith, Vina Smith, Sadie Smith and B. P. Smith, Defendants, you are commanded that without delay, by the oaths of M. W. Hill,

Charles Marriott and Thomas Orick, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause to be set off and assigned to B.P. Smith, widower of Sarah E. Smith late of said County, deceased, one full equal third part of the following described premises, to-wit:

Beginning at three stakes in a bunch (in place of a beech) northeast corner to lands formerly owned by Joshua Penn and northwest corner to lot no. 6 of the division of survey No. 5809 into lots and tracts of land; thence with the north line of said lot N. 77 deg. 05' east 21 poles to a stake in the west line of Jason Cassil land; thence with said line south 12 deg. 15' E. 23-88/100 poles to a stake the southwest corner of said Jason Cassil land; thence N. 77 deg. 30' E. 110-32/100 poles to a stone a corner to Albert E. Webb's land; thence with two consecutive lines of said land S. 12 deg. 15' E. 67 poles to a stone, and thence S. 77 deg. 30' W. 43.56 poles to a stake a corner to said Albert E. Webb's land in the east line of said lot No. 6; thence with said line passing the southeast corner of the same; and with the east line of lot No. 13 S. 12 deg. 15' E. 205 poles to a stone northeast corner of lands formerly owned by Abel Hedges; thence with the north line of said lands S 77 deg. 30' W. 88-14/100 poles to three stakes in a bunch northwest corner of said Abel Hedges land and in the east line of said lands formerly owned by Joshua Penn; thence with said line and continuing with the west line of said lot No. 6. N. 12 deg. 15' W. 296 poles to the beginning. Containing 174 acres more or less.

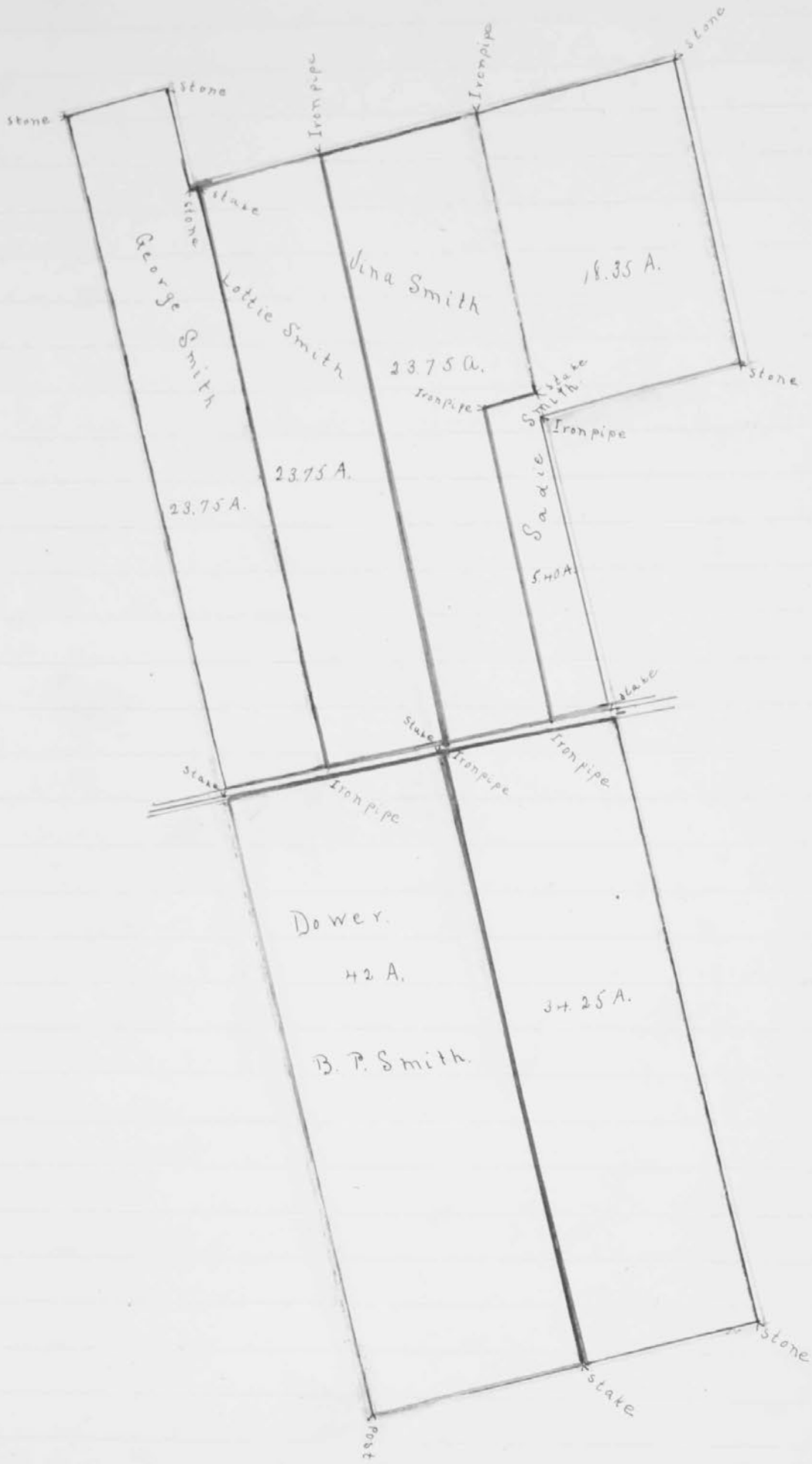
And that in like manner and by the like oaths of said M. W. Hill Charles Marriott and Thomas Orick you cause partition to be made of said lands and tenements subject to said Dower estate, among the persons named herein, and in the following proportions, to-wit:

To	Isaac Smith	one-fifth part.
To	George Smith	one-fifth part.
To	Lottie Smith	one-fifth part.
To	Vina Smith	one-fifth part.
To	Sadie Smith	one-fifth part.

But if said Commissioners are of the opinion that said premises can not be divided according to the demand of this writ without manifesting injury to the value of the estate, you cause them to make a just valuation of the same in money, both subject to, and also free from the dower of the said B. P. Smith, 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 Common Pleas Court, this 16th. day of December 1907.

(Seal) Charles Parrott, Clerk.



We hereby set off and assign to B. P. Smith as dower, the following;
Beginning at a stake in the center of the Jours and Graham Gravel Road and in the east line of John L. Thompsons land; Thence with the East line of said Thompsons land S. 14° E. 140. 20 poles to a post at the north west corner of John L. Smiths land; Thence with the north line of John L. Smiths land N. 76° E. 48.48 poles to a stake a corner to a 34.25 acre tract a part of this partition; Thence with the west line of said 34.25 acre tract N. 14° W. 137.30 poles to a stake in the center of said Gravel Road; Thence with the center of said Gravel Road S. 79° 15' W. 48.52 poles to the place of beginning. Containing 42 Acres more or less.

We hereby set off and assign to George Smith, the following;
Beginning at a stake in the center of the Jours and Graham Gravel

Road and in the east line of John L. Thompsons land; Thence with the east line of said Thompsons land N. 14° W. 153. 36 poles to a stone north east corner to said John L. Thompsons land and in the south line of L. Martin and A. Humphreys land; Thence with the south line of said Martin and Humphreys land N. 76° E. 23. 12 poles to a stone a corner to Jason Cassis land; Thence with two consecutive lines of said Cassis land S. 14 E. 23 88 poles to a stone and N. 76° E. 2 poles to a stake at the north west corner of land set off and assigned to Lottie Smith; Thence S. 14° E. 130. 88 poles to an Iron Pipe in the center of said Grand Road; Thence with the center of said Grand Road S. 79° 15' W. 24. 86 poles to the place of beginning. Containing 23. 75 Acres more or less.

We hereby set off and assign to Lottie Smith, the following;
Beginning at an Iron Pipe in the center of the Jones and Graham Gravel Road and at the south east corner of lands set off and assigned to George Smith; Thence with the east line of said lands N. 14° W 130. 88 poles to a stake in the south line of Jason Cassis land; Thence with the south line of Cassis land N. 76° E. 28. 92 poles to an Iron Pipe at the north west corner of lands set off and assigned to Vina Smith; Thence with the west line of said land S. 14° E. 132. 60 poles to an Iron Pipe in the center of the said Gravel Road; Thence with the center of said Gravel Road S. 79° 15' W. 28. 92 poles to the beginning. Containing 23.75 Acres more or less.

We hereby set off and assign to Vina Smith, the following;
Beginning at an Iron Pipe in the center of the Jones and Graham Gravel Road and at the south east corner of lands set off and assigned to Lottie Smith; Thence with the east line of said Smiths land N. 14° W. 132. 60 poles to an Iron Pipe in the south line of Jason Cassis land; Thence with the south line of said Cassis land N. 76° E. 35. 08 poles to an Iron Pipe at the north west corner of lands set off and assigned to Sadie Smith; Thence with three consecutive lines of said Sadie Smiths land S. 14° E. 63. 88 poles to a stake --- S. 76° W. 12. 32 poles to an Iron Pipe and S. 14° E. 70. 08 poles to an Iron Pipe in the center of said Gravel Road; Thence with the center of said Gravel Road S. 79° 15' W. 22. 76 poles to the place of beginning. Containing 23. 75 Acres more or less.

We hereby set off and assign to Sadie Smith, the following;
Beginning at an Iron Pipe at the south east corner to lands set off and assigned to Vina Smith and in the center of the Jones and Graham Gravel Road; Thence with three consecutive lines of said Smith land -- N. 14° W. 70. 08 poles to an Iron Pipe --- N. 76° E. 12. 32 poles to a stake --- and N. 14° W. 63. 88 poles to an Iron Pipe in the south line of Jason Cassis land; Thence with the south line of said Cassis land and the line of Albert Webbs land N. 76° E. 43. 28 poles to a stone a corner to said Webbs land; Thence with three consecutive lines of said Webbs land S. 14° E. 67. 96 poles to a stone ---- S. 76° W. 43 28 poles to an Iron Pipe and S. 14° E. 66. 88 poles to a stake in the center of said Gravel Road; Thence with the center of said Gravel Road S. 79° 15' W. 12. 32 poles to the place of beginning. Containing 23. 75 Acres more or less.

34.25 Acre Tract

Beginning at a stake in the center of the Jones and Graham Gravel Road and in the west line of Albert Webb's land; Thence with the west line of said Webb's land and the west line of Moses Brudiker's land S. 14° E. 135.52 poles to a stone north east corner to John T. Smith's land; Thence with the north line of said John T. Smith's land S. 76° W. 40.00 poles to a stake at the south east corner of a tract of land set off and assigned as a dower interest to B.P. Smith; Thence with the east line of said B.P. Smith's land N. 14° W. 137.30 poles to a stake in the center of said Gravel Road; Thence with the center of said Gravel Road N. 79° 15' E. 40.34 poles to the place of beginning. Containing 34.25 Acres more or less.

Sheriffs Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of W. W. Hill, Chas. Marriott and Thomas Price, causing Dower to be assigned to B.P. Smith, widower of Sarah E. Smith, deceased, and Partition to be made of a part of the premises in said Writ described; and the said Commissioners being of the opinion that a part of the said premises can not be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

Given under my hand this 16th day of Jan. 1908.

D.C. Boleubaugh, Sheriff.

Commissioners Report.

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign to the said B.P. Smith as Dower estate in the said lands in said petition described, the following tract, to-wit: Being the same as described on Page 2 inserted sheet, reference being made to plat on page 1 inserted sheet, and we do make partition of the same free from said dower, as follows, to-wit:

To the said George Smith the tract as described on page 3 inserted sheet, reference being made to plat on page 1, inserted sheet.

To the said Lottie Smith the tract as described on page 4 inserted sheet, reference being made to plat on page 1 inserted sheet.

To the said Vina Smith the tract as described on page 5 inserted sheet, reference being made to plat on page 1, inserted sheet.

To the said Sadie Smith the tract as described on page 6 inserted sheet, reference being made to plat on page 1 inserted sheet.

And upon the actual view of that part of the premises described on page 7 inserted sheet, reference being made to plat on page 1 inserted sheet, we are of the opinion that the said tract cannot be divided without manifest injury, and we do estimate the value of the same, free from dower, at two thousand eighty nine and 25/100 dollars ($2089.25) and direct that to the said Isaac Smith there be paid from the proceeds of the sale thereof, the sum of One Thousand Four Hundred Forty-eight & 75/100 dollars ($1448.75)

Given under our hands this 16th day of January, 1908.

8651 Motion.

8651 Entry.

8651 Motion.

M. W. Hill
Chas. Marriott } Commissioners.
Thomas Price

8651 Motion. On January 16th. 1908, the following Motion was filed:

Court of Common Pleas.
Union County, Ohio.
January 16th, 1908.

Isaac Smith, Plaintiff
Vs.
George Smith, et. al, Defendants.

Now comes the plaintiff by his attorney, S. W. Van Winkle, and moves the court to confirm the proceedings of the sheriff herein and the report of the proceedings of the Commissioners heretofore appointed.

S. W. Van Winkle,
Atty. for plaintiffs.

8651 Entry. On January 16th. 1908, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio.
January 16th, 1908.

Isaac Smith, Plaintiff
Vs.
George Smith, et. al. Defendants.

And now this cause coming on to be heard on the petition and the answer of George Smith, a defendant, and the evidence, the court find that all of the defendants have had due legal notice of the pendency and demade of the said petition and that with the exception of the one above named they are in default for answer thereto.

Whereupon, 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 D. P. Smith, widower is entitled to dower therein, and that subject thereto the plaintiff, Isaac Smith and the defendants, George Smith, Lottie Smith, Vina Smith, and Sadie Smith are each entitled to the one-fifth part thereof; and that the plaintiff is entitled to have partition made of the premises, as prayed for in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made, and that dower therein be assigned to the said D. P. Smith, and that M. W. Hill, Chas. Marriott and Thomas Price, three judicious and disinterested free-holders of the vicinity, are hereby appointed commissioners to make and set off the same.

And it is ordered that a writ issue to the sheriff of Union County, commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are hereinbefore severally found entitled, and also cause to be set off and assigned, in manner as above ordered, the dower of the said D. P. Smith.

And of his proceedings herein the sheriff is ordered to make due return.

8651 Motion. On January 16th, 1908, the following Motion was filed:

Court of Common Pleas.
Union County, Ohio.
January 16th, 1908.

Isaac Smith, Plaintiff.
Vs.
George Smith, et. al. Defendants.

Now comes the plaintiff, Isaac Smith, by his attorney, S. W. Van Winkle, and moves the Court for an order directing the sheriff

to sell the hirty-four and one-fourth acre tract of the premises herein, being the same as described on page seven of the commissioners report, at private sale for not less than Two Thousand Eighty-nine + 25/100 dollars ($2089.25) being the appraised value thereof.

S. W. Van Winkle,
Atty. for plaintiff.

8651 Entry.

On January 17th, 1908, the following Entry was filed:

Court of Common Pleas,
Union County, Ohio.
January 17th, 1908.

Isaac Smith, Plaintiff,
Vs.
George Smith, et al, Defendants.

On motion to the court by the plaintiff and upon the production of the return of the sheriff and the report of the commissioners heretofore appointed herein, and the same having been examined by the court, and found in all respects correct, and in conformity to law and the former orders of the court, the said proceedings are hereby approved and confirmed.

It is therefore ordered and decreed that the said B.P. Smith have and possess the lands so assigned to him, as and for his reasonable dower in said premises; and that the said George Smith, Lottie Smith, Vina Smith and Sadie Smith hold in severalty the parts and premises so set off and assigned to each respectively.

And the clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties put upon record in the office of the Recorder of this county.

8651 Entry.

And it is further ordered that the thirty-four + ½ acre tract, being that portion of the said premises described on page seven, inserted short, be sold for the reason that it cannot be divided, without manifest injury, the same being done by the mutual consent of all parties herein; and that from the proceeds of the sale thereof, there be paid to the said Isaac Smith, the sum of One Thousand-four hundred forty-eight + 75/100 dollars ($1448.75) being the amount for which the shares respectively assigned and set off to the other co-tenants was appraised.

8651 Order of Sale in Partition.

On January 16th, 1908, the following Order of Sale was issued:

Court of Common Pleas,
Union County, Ohio,
January 16th, 1908.

Isaac Smith, Plaintiff,
Vs.
George Smith, et al, Defendants.

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 September Term, A. D. 1907, in a certain cause No. 8651, for Partition, now pending in said Court, wherein Isaac Smith is Petitioner, and George Smith, Lottie Smith, Vina Smith, Sadie Smith and B.P. Smith are Respondents, we command you that without delay you proceed to sell at private sale at not less than $2089.25, the appraised value, the lands and tenements in said petition described, situate in the County of Union and State of Ohio, Claibourne Township and Survey No. 5809 and bounded and described as follows:-

Beginning at a stake in the center of the Jones and Graham Gravel Road and in the west line of Albert Webb's land; thence with the west line of said Webb's land and the west line of Moses Snedikers land S. 14° E. 135.52 poles to a stone northeast corner to John G. Smith's land; thence with the north line of said

John L. Smith's land S. 76° W. 140.00 poles to a stake at the south east corner of a tract of land set off and assigned, as a dower interest, to B.P. Smith; Thence with the east line of said B.P. Smith's land N. 14° W. 137.30 poles to a stake in the center of said Gravel Road; Thence with the center of said Gravel Road N. 79° 15' E. 140.34 poles to the place of beginning. Containing 34.25 acres more or less.

Appraised as follows: Free from the dower estate of B.P. Smith, 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 16th. day of January, 1908.

Charles Parrott, Clerk,
By Hester McCrory, Deputy Clerks.

(Seal)

Sheriff's Return.

As commanded in this writ, I have sold the lands and tenements herein described to B.P. Smith for the sum of Two Thousand and eighty nine + 25/100 dollars ($2089.25). Said sum being the appraised value; he being the highest and best bidder.

D. C. Steinbaugh, Sheriff,
Union County, Ohio.

8651 Entry.

On January 18th. 1908, the following Entry was filed:

Isaac Smith, Plaintiff,
Vs.
George Smith, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio,
January 18th. 1908.

On motion of the plaintiff, and upon 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 and with the mutual consent of all parties herein, 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, B.P. Smith, free from dower.

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

1st. The Treasurer of Union County 44 + 7/100 dollars, being the taxes due on said premises.

2nd. To the clerk of this court the costs of this action, including a counsel fee of three hundred and fifty dollars to S. M. VanWinkle for his service herein, taxed at four hundred and forty two + 6/100 dollars.

3rd. To the said Isaac Smith the sum of $1448.75.

4th. And of the residue of the proceeds of said sale to the said Isaac Smith, George Smith, Lottie Smith, Nina Smith and Sadie Smith, each the one-fifth part.

Attest: Charles Parrott, Clerk.
By Hester McCrory, 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 Cleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 14th day of January, 1908, the following Petition was filed with the Clerk of said Court, towit:

8714 Petition.

Bank of Plain City, Plaintiff.

Vs.

Amanda P. Smith, Defendant.

Court of Common Cleas,
Union County Ohio.
January 14th. 1908.

The Plaintiff says that it is and was at the times hereinafter mentioned a partnership formed for the purpose of carrying on business in this state and doing business under the firm name of Bank of Plain City. Plaintiff further says that this action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

$ 500.00.

Plain City, Ohio, Feb 25, 1907.

Six Months after date for value received, we jointly and severally promise to pay the Bank of Plain City or order, Five hundred Dollars, at its office in Plain City O, 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 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, costs of suit and all attorneys fees, releasing all errors in the judgment so confessed, and waiving all right and benefit of appeal and any and 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 any 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 evidences of indebtedness pledged as collateral to the payment of this note.

No. 8456. 1920

Due Aug. 25th. 07.

Amanda P. Smith. (seal)

P.O. Address 205 So. 17 St. Colo. O.

There is due to Plaintiff from the Defendant on said note, the sum of Five hundred Dollars, which plaintiff claims with interest from the 25th. day of August, A. D. 1907, at 8 per cent. per annum, and for which with costs of suit, plaintiff asks judgment against the Defendant.

Frank J. Ballinger.
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Frank J. Ballinger, being sworn, says that he is the attorney for the plaintiff above mentioned; that he has had the above mentioned note in his possession, and that the facts stated and allegations in said Petition are, as affiant believes, true.

Frank J. Ballinger.

8714 Answer.

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Sworn to before me, and signed in my presence, this 14 day of January A.D. 1908.

Charles Parrott,
Clerk of Court.

(Seal)

8714
Answer.

On January 14th. 1908. the following Answer was filed:-

Court of Common Pleas,
Union County, Ohio.
January 14th. 1908.

Bank of Plain City, Plaintiff.
Vs.
Amanda P. Smith, Defendant.

The Defendant, by Milo L. Myers, her Attorney and an Attorney at Law of record in this Court, duly authorized thereto by the Warrant of Attorney endorsed on 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 the appearance of said Defendant herein; and said Defendant by Milo Myers, said Attorney duly authorized as aforesaid, says that she cannot gainsay or resist the facts stated and allegations in the petition of said Plaintiff herein filed against her, but acknowledges and confesses the same to be true, and says that she 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 Five hundred fifteen and 15/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from Jan. 14, 1908, at 8 per cent. per annum and accruing costs, and she 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.

Milo L. Myers.
Attorney for Defendant.

8714
Entry.

On January 14th, 1908, the following Entry was filed:

Court of Common Pleas,
Union County, Ohio.
January 14th. 1908.

Bank of Plain City, Plaintiff.
Vs.
Amanda P. Smith, Defendant.

This day came the Plaintiff by Frank J. Ballinger, Attorney; and files Petition against said Defendant, Amanda P. Smith, and thereupon one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendant, Amanda P. Smith, and who by virtue of a warrant of Attorney for that purpose duly executed by said Defendant, and now produced in open Court and duly proven, waived the issuing and service of process, and entered the appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of Five Hundred fifteen 15/100 Dollars, $515.15, bearing interest at 8 per cent per annum, and that said Plaintiff ought to recover of said Defendant a judgment for that sum. It is therefore considered by the Court that said Bank of Plain City, Plaintiff, do recover from said Amanda P. Smith, Defendant, the said sum of Five Hundred fifteen and 15/100 Dollars $515.15, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the day of 190, at the rate of 8 per cent per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk.
By Walter McCrory, Deputy.

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the court of Common Olras of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 15th. day of May, 1907, the following Petition was filed with the Clerk of said Court, towit:

8641
Petition.

May Thompson, Plaintiff,
Vs.
John B. Thompson Defendant.

Court of Common Olras,
Union County, Ohio.
May 15th. 1907.

The plaintiff for her cause of action says: that she has been a resident of the state of Ohio for more than a year last past and that she is now a bona fide resident of Union County in said state.

That the plaintiff and the defendant were lawfully married on the 18th. day of February, 1904, and two children were born as the issue of said marriage, towit, Arthur Thompson, aged two years on the 9th. day of August 1906, and an infant (as yet unnamed) born on the 12th. day of March, 1907.

The plaintiff says that the defendant has been guilty of gross neglect of duty and extreme cruelty toward the plaintiff in this:-

That at the time of their marriage the defendant failed to furnish any home for himself and the plaintiff to live in, but took the plaintiff to the home of the defendants parents in Millcreek township, Union County, Ohio.

At the time of said marriage there were in said home Tyler Thompson, Defendants father, Samantha Thompson, his mother, Robert Thompson, his brother and May Thompson his unmarried sister, besides the defendant and plaintiff. The said Tyler Thompson died on or about the 4th. day of November, 1904 and the said Robert Thompson left said home on or about the 8th. day of March, 1905, but the plaintiff has been compelled to live with the mother and sister of the defendant until the date of her leaving hereinafter mentioned.

The plaintiff says that never during their married life has the defendant furnished her or her child with sufficient and proper clothing, having spent during said time about the sum of $8 for clothing for the plaintiff and the plaintiff in addition to her household duties did erning in order to earn money to buy clothing for herself and child.

The plaintiff says that shortly before the birth of her first child, she was informed by the defendants mother, with the full knowledge and consent of the defendant, that she could not remain in their home during the birth of her child, and the plaintiff was compelled thereby to go to the home of her parents during said time.

The plaintiff says that after the death of the defendants father the defendant became very profane and abusive toward her, that he would use profane language toward her and curse her in the presence of her child and of his mother and sister, and that at divers times, the exact dates of which are to the plaintiff unknown, the defendant struck the plaintiff upon her head and face with his open hand. The defendant was in the habit of going to town two or three times a week and drinking whisky and other intoxicants and at times becoming greatly intoxicated and bringing whisky home with him, which he drank in said home, and at such times he would become very abusive toward the plaintiff. The defendant at divers times

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would compell the plaintiff to go with him to the fields to help him drive his stock and becoming angry with her would run at her with a club in his hand and curse her and threaten to "knock her damned head off."

Plaintiff says that the defendant owned and was in the habit of keeping under his pillow at night and of carrying about with him a revolver, and that about the last of August, 1906, while the plaintiff and defendant were riding together, the defendant drew from his pocket this revolver and threatened to shoot her with it.

Plaintiff says that after the death of the defendant's father she was compelled to do the greater portion of the house work, and to chop and split wood for the fire in the cooking stove, and to milk two cows and to feed about four cattle and two horses and she had to carry water for said cattle and horses from the house to the barn in a bucket.

Plaintiff says that about the last of August the defendant's mother and sister, learning that the plaintiff was then in a state of pregnancy, told her that a child could not be born in their home. Plaintiff informed the defendant of this fact, but he failed and refused to provide her with any other home, urging her to go to her parents and on the 20th. day of January, 1907, the said May Thompson, with the knowledge and at the request of the defendant took the plaintiff to the home of her father, Jasper Graham, where the plaintiff has remained ever since said date. The defendant at that time gave the plaintiff the sum of $1.50, since which time he has contributed nothing toward the support of the plaintiff and her child. Between the 20th. day of January, 1907, and the 12th. day of March, 1907, the defendant visited the plaintiff but once and he has visited her two or three times since said date, but only to urge her to sign a deed conveying away the interest of the defendant in the farm, formerly owned by defendant's father.

Plaintiffs says that at the time of their marriage her father gave her a cow, which the defendant afterward sold to his mother, without the consent of the plaintiff, and that the plaintiff received no part of the money therefor. The plaintiffs said father also gave the defendant a check for $30 to apply on the pay ment for a horse and another check for $15, but the plaintiff never received any part of the proceeds of said checks.

Plaintiff says that the defendant by reason of his habit of cursing and swearing and of becoming intoxicated is not a fit person to care for said children, and the said child, Arthur Thompson, who is now in the care and custody of the defendant is not receiving proper attention.

Wherefore the plaintiff prays, that the marriage relation heretofore existing between the plaintiff and the defendant may be dissolved and she may be granted a divorce from the defendant, and that she may have an order for alimony for the support of herself and said children, and that the custody, care and control of said children may be granted her, and that she may have an order for the custody of the children and alimony pending the hearing herein and for all proper relief.

McCrory & Cameron,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.
May Thompson, being first duly sworn, says that she is the plaintiff above named, and that the allegations made in the forgoing petition are true as he verily believes.

Mayr Thompson.

Subscribed in my presence and sworn to before me this 15th. day of May, 1907.

(Seal) Richard L. Cameron,
Notary Public in and for said County.

8641 Precipe

On May 15th. 1907, the following Precipe was filed:-
Mayr Thompson, Plaintiff.
Vs.
John B. Thompson, Defendant.
To Clerk:

Court of Common Pleas
Union County, Ohio.
May 15th. 1907.

Issue Summons in the above entitled case to Sheriff of Union County, for John B. Thompson, defendant, returnable according to law.

McCrory & Cameron,
Attys for plaintiff.

8641 Summons.

On May 15th. 1907. the following Summons was issued:
May Thompson, Plaintiff.
Vs.
John B. Thompson, Defendant.

Court of Common Pleas,
Union County, Ohio.
May 15th. 1907.

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

You are commanded to notify John B. Thompson that May Thompson has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a 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 27th. day of May, A.D. 1907.

Witness my hand and the Seal of said Court at Marysville, this 15th. day of May, A.D. 1907.

Charles Parrott
Clerk of the Court of Common Pleas, Union County, Ohio.

(Seal)

Sheriff's Return.

Received 6 o'clock P. M. on the 15th day of May, A.D. 1907, and on the 16th day of May, A.D. 1907, and on the 16th day of May, A.D. 1907. 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.

D. C. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Deputy.

8641 Notice.

On May 15th. 1907 the following Notice was issued:
Mayr Thompson, Plaintiff
Vs.
John B. Thompson, Defendant.

Court of Common Pleas.
Union County, Ohio.
May 15th. 1907.

The defendant will take notice that on Saturday the 18th. day of May, A.D. 1907, at 10 o'clock A. M. the plaintiff will make application to John M.

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8641 Entry.

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8641 Entry.

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Brodrick, Judge of said Court, at the Court House at Marysville, Ohio, for an order for alimony pending the trial of this cause and also for a temporary order granting the plaintiff the care and custody of both of their children.

McCrory & Cameron,
Attorneys for Plaintiff.

Sheriff's Return.

Received this writ on the 15th day of May, 1907, and on the 16th day of May, 1907 I served the same upon the defendant, John B. Thompson, by leaving at his usual place of residence a true copy thereof.

D. C. Boleubaugh, Sheriff.
By Fred Boleubaugh, Deputy.

8641 Entry. On May 18th, 1907, the following Entry was filed:

May Thompson, Plaintiff.
Vs.
John B. Thompson, Defendant.

Court of Common Pleas,
Union County, Ohio.
May 18th, 1907.

This cause came on for hearing on the application of the plaintiff for an order of alimony, pending the trial of this cause, and also for a temporary order granting the plaintiff the care and custody of their children. By agreement and order of the Court, it is hereby ordered that the plaintiff be allowed the sum of Thirty Dollars, ($ 30.00) for the support and maintenance of herself and minor children during the continuance of this action.

It is therefore ordered that the said John B. Thompson pay to the said May Thompson, or to her attorneys, McCrory & Cameron, the sum of $ 30.00, by June 1st, 1907, and in default of such payment for ten days, execution is allowed to issue therefor.

It is further ordered that the said John B. Thompson may have the care and custody of their son, Arthur Thompson for the period of two weeks, from the date of this order, and after said time, the said defendant is to take said child to the home of May Thompson, the mother, and she may then care for said child for two weeks, and after the said two weeks return him to his father; and the plaintiff and defendant to only keep said child for the period of two weeks at any one time, unless the weather is unfit to return said child, or the child is sick, and then said parties are to return him alternately to each other, after said time, until further ordered by the Court. The care and custody of the baby as yet unnamed is given to the mother, until further ordered by the Court. In case of sickness of either of said children it is ordered that either parent may visit said child or children during sickness.

8641 Entry. On January 29th, 1908, the following Entry was filed:

May Thompson, Plaintiff.
Vs.
John B. Thompson, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 29th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons and a copy of the petition and that he is in default for demurrer or answer to said petition; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State

of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 18th. day of February, 1904, as alleged in said petition, and that two children have been born of said marriage, towit, Arthur Thompson, now aged three years, and Helen Louise Thompson, aged about one year, and that the defendant has been guilty of gross neglect of duty and extreme cruelty toward the plaintiff as alleged in said petition; and that said plaintiff is therefore entitled to a divorce as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff be given the care, custody and control of both of said children mentioned above until the further order of this court, except that the said John B. Thompson is to have the custody of Arthur Thompson, until the 1st. day of March, 1908, when he is to return him to the plaintiff and thereafter the said defendant is to have the privilege of visiting said children at all reasonable times during the day time, but he is not to visit them while intoxicated, if he should ever become intoxicated.

It is further ordered, adjudged and decreed that the said May Thompson shall be debarred from all claims for alimony for the support of herself and the said children and the said John B. Thompson is hereby relieved from all liability for the support of said children and it is further ordered, adjudged and decreed that the said May Thompson be debarred of all right or claim to dower in any of the lands which the said John B. Thompson may now possess, or of which he may hereafter become seized. This decree debarring the plaintiff of dower, is made with the full knowledge and consent of the plaintiff and in consideration of an agreement between plaintiff and defendant whereby the defendant conveyed the custody of said children to the plaintiff and turned over to her certain personal property for which she agreed and consented to a decree releasing her inchoate right to dower and debarring her therefrom, which agreement and arrangement the court finds to be just and equitable and approves and confirms the same.

It is also ordered, adjudged and decreed that the deposition on behalf of the defendant taken before Edward L. Powell, Notary Public for Franklin County, Ohio, may be withdrawn from the files of the court without being opened, and destroyed.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

8724
Petition.

Answer.
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Petition.

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 Honorable John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 1st. day of February, 1908, the following Petition was filed with the Clerk of said Court, towit:-

W.H. Willis, Plaintiff,
Vs.
N.J. Hunders, Defendant.

Court of Common Pleas,
Union County, Ohio.
February 1st. 1908.

The plaintiff says that on the 4th. day of January, 1907, the defendant executed and delivered to him his promissory note of that date and thereby promised to pay to plaintiff or order the sum of One Thousand Dollars in one day thereafter with interest at six per cent per annum from date.

Which note contained a warrant of attorney for the confession of judgment thereon. Said note and warrant of attorney is in the words and figures following:

$1000.00. January 4th. 1907.

One day after date, for value received, I promise to pay to the order of W.H. Willis One Thousand Dollars with interest at the rate of six per cent 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 rights of appeal.

N.J. Hunders.

The plaintiff is still the owner and holder of said note, and no payments have been made thereon, and there is now justly due the plaintiff from said defendants upon said note the sum of One Thousand Dollars with six per cent interest on the same from the 4th. day of January, 1907.

Wherefore the plaintiff prays judgment against the said defendant for the said sum of One Thousand Dollars, with six per cent interest thereon from the 4th. day of January, 1907, and for costs of suit and all proper relief.

J. L. Cameron.
Attorney for Plaintiff

The State of Ohio, Union County, ss.

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

W.H. Willis.

Sworn to before me and signed in my presence this 1st. day of February, A.D. 1908.

Chas. Purrott,
Clerk of Court.

(Seal)

Answer.
8724

On February 1st. 1908, the following Answer was filed:

W. H. Willis, Plaintiff.
Vs.
N. J. Anders, Defendant.

Court of Common Pleas,
Union County, Ohio,
February 1st, 1908.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process thereon, and confess a judgment in favor of said Plaintiff, against said defendant, on said note, for the sum of One Thousand and Sixty Four dollars and cents, being the amount appearing due for principal and interest on said note, and also for cost of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

Frank J. Ballinger,
Attorney for Defendant.

8724 Entry.

On February 1st, 1908, the following Entry was filed:

W. H. Willis, Plaintiff,
Vs.
N. J. Anders, Defendant.

Court of Common Pleas,
Union County, Ohio,
February 1st, 1908.

This day came the plaintiff; also appeared in open court, for and on behalf of said defendant, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Thousand and Sixty four dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Thousand and Sixty four dollars, and that said judgment bear interest at 6 per cent. from the 1st. day of February, A.D. 1908, and also costs herein expended, taxed at $.

Attest: Charles Parrott, Clerk
By Walter McCrory, Deputy.

8676 Petition.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 30th. day of September, 1907, the following Petition was filed with the Clerk of said Court, towit:

8676
Petition.

Court of Common Pleas,
Union County, Ohio,
September 30th, 1907.

Peerless Wire Fence Company, Plaintiff.
Vs.
John Cosgray, Defendant.

Plaintiff says that at the time hereinafter mentioned, the plaintiff was and now is a corporation duly incorporated under the laws of the State of Michigan,

That their cause of action is founded upon an account, of which the following is a copy, together with all credits.

Adrian, Mich. Jany. 18th, 1907.

Mr. John Cosgray, Arnold, O.

In account with Peerless Wire Fence Co. Ltd.

1906. Apr. 27.	Mdse.	Order # 4991	13.10
" "	"	" # 4993	48.00
May 10	"	" # 4992	46.44
			107.54

There are no credits to or upon said account.

There is due the plaintiff on said account from the defendant, the sum of One Hundred and Seven and 54/100 Dollars ($107 54/100), which plaintiff claims with interest from the 27th. day of April, A.D. 1906.

Wherefor plaintiff prays judgment against the defendant for the sum of One Hundred and Seven and 54/100 Dollars, with interest from April 27th. A.D. 1906.

L. Piper, Attorney for Plaintiff.

State of Ohio, Union County, ss.

L. Piper, being duly sworn, says he is attorney for the above named, The Peerless Wire Fence Company, duly authorized in the premises. That the said Peerless Wire Fence Company is an incorporated company with office and place of business in the State of Michigan, and not a resident of Union County and that the facts stated and allegations in the foregoing pleading of The Peerless Wire Fence Company are, as affiant believes true.

L. Piper.

Sworn to before me by L. Piper and by him signed in my presence this 30th. day of September, 1907.

(Seal) Charles Parrott, Clerk.

8676
Precipe.

On September 30th. 1907, the following Precipe was filed:

Court of Common Pleas,
Union County, Ohio.
September 30th. 1907.

Peerless Wire Fence Company, Plaintiff.
Vs.
John Cosgray, Defendant.

To Clerk:

Issue summons upon the petition in the above entitled case, returnable according to law. Amount claimed $107. 54/100 with interest from April 27, 1906.

L. Piper, Attorney for Plaintiff.

8676
Summons.

On September 30th. 1907. the following Summons was issued:

Perrless Wire Fence Company, Plaintiff.
vs.
John Cosgray, Defendant.

Court of Common Pleas,
Union County, Ohio.
September 30th. 1907.

To the Sheriff of said County:

You are hereby commanded to notify John Cosgray that he has been sued by The Perrless Wire Fence Company in the Court of Common Pleas of Union County, and must answer by the 2nd. day of November A.D. 1907, or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.

Said Sheriff will make due return of this summons on the 14th. day of October. 1907.

Witness my hand and the seal of said Court, this 30th. day of September. 1907.

(Seal) Charles Parrott, Clerk
Sheriffs Return.

The State of Ohio, Union County.

Recived this writ Oct. 3rd, 1907, at 10 o'clock, A.M. And on Oct. 5th 1907, I served the within named John Cosgray by personally handing to him a true and certified copy thereof with all the endorsements thereon.

D. C. Doleubaugh, Sheriff.

8676
Entry.

On January 25th. 1908. the following Entry was filed:-

Perrless Wire Fence Company, Plaintiff.
vs.
John Cosgray, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 25th. 1908.

The Plaintiff now comes by his attorny, and the defendant is in default for answer or demurrer, and the allegations of the petition are taken as confessed by him to be true.

Whereupon the court takes the account and finds that said defendant does owe the plaintiff, as damages, the sum of One Hundred and Twenty 46/100 Dollars ($120. 46/100).

It is therefore considered that said plaintiff recover of said defendant his said damages and also his costs of this suit to be taxed.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

8669
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 John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 6th. day of September, 1907, the following Petition was filed with the Clerk of said Court, towit:

Court of Common Pleas,
Union County, Ohio.
September 6th. 1907.

8669
Petition.

Anna E. Smith and
Robert E. Robinson, Plaintiffs,
Vs.
Oscar Bodley and Charles Bodley, as
executors of the estate of Preston R.
Robinson, deceased; and Jennie
Frank, Jacob Frank, Oscar Bodley,
Charles Bodley and Nancy Robinson, Defendants.

Plaintiffs say that on the 18th. day of December, 1906, Preston R. Robinson died, unmarried and without issue.

That the plaintiffs, Anna E. Smith and Robert E. Robinson, and the defendant, Jennie Frank, are the sisters and brothers of said Preston R. Robinson, deceased, and are the only heirs at law of said Preston R. Robinson, deceased.

That on the 8th. day of January, 1907, the defendants, Oscar Bodley and Charles Bodley, were appointed and are now acting as executors of said estate.

That a certain paper writing, purporting to be the last will and testament of said Preston R. Robinson, deceased, and having date of December 13th. 1906, was probated in the Probate Court of said Union County, Ohio, on the 8th. day of January, 1907, a copy of such said purported last will and testament, with the order of probate thereof in said probate court, is attached hereto, filed herewith, and made part hereof, marked Exhibit "A".

That the said Oscar Bodley, Charles Bodley, Jennie Frank, Jacob Frank and Nancy Robinson are the sole legatees and devisees of said purported will.

That said paper writing, purporting to be the last will and testament of said Preston R. Robinson is not his valid last will and testament.

That said paper writing was not signed at the end thereof by said Preston R. Robinson or by any other person in his presence and by his express direction.

That at the time of the alleged making of said paper writing said Preston R. Robinson was not of sound and disposing mind and memory.

That said Preston R. Robinson was unduly influenced and over persuaded by the said Jennie Frank and others to sign said paper writing.

Wherefore the plaintiffs ask that said order of the probate court be set aside and held for naught, and that said alleged last will and testament of said Preston R. Robinson, deceased, be adjudged to be not the valid last will and testament of said deceased; and for

costs, and all relief to which the plaintiffs may be entitled in the premises.

James E. Robinson,
Attorney for the plaintiffs.

The State of Ohio, Union County, ss.

Anna E. Smith, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true, as she verily believes.

Anna E. Smith.

Sworn to before me and subscribed in my presence this 6th. day of September, 1907.

James E. Robinson,
Notary Public.

(Seal)

8669 Precipe

On September 6th. 1907, the following Precipe was filed:

Anna E. Smith, et al. Plaintiffs.
Vs.
Oscar Bodley, et al. Defendants.
To the Clerk:

Court of Common Pleas,
Union County, Ohio,
September 6th, 1907.

Issue summons directed to the Sheriff of Union County, Ohio, in the above entitled action for the defendants, Oscar Bodley, Charles Bodley, individually and as executors, Jennie Frank, Jacob Frank and Nancy Robinson and make same returnable according to law.

James E. Robinson,
attorney for plaintiffs.

Exhibit "A".

The last Will and Testament of Preston N. Robinson, of Jerome Township, Union County, Ohio.

In the Name of the Benevolent Father of All.

I the said Preston N. Robinson, being of sound and disposing mind and memory, considering the uncertainty of continuance in life, and desiring to make such disposition of my worldly estate as I deem best, do make, publish and declare this to be my last will and testament; hereby revoking and annulling any and all former will or wills whatsoever by me made.

First: I desire all my just debts and funeral expenses to be paid, as soon as possible after my decease.

Second: I give and bequeath to my sister, Jennie Frank, the sum of five thousand dollars.

Third: I give and bequath to my nephew, Oscar Bodley, the sum of two thousand dollars.

Fourth: I give and bequath to my nephew, Charles Bodley, the sum of two thousand dollars.

Fifth: I give and bequath to my brother-in-law Jacob Franks the sum of two thousand dollars.

Sixth: I give and bequeath to my mother, Nancy Robinson, the income from fifteen hundred dollars to be invested out my estate in non assessable stock and I appoint my sister, Jennie Frank to handle and invest the said fifteen hundred dollars as I have directed and pay said income to my mother, Nancy Robinson, as I have directed.

Seventh: I give and bequeath the fifteen hundred dollars, which I have directed to be invested in non assessable stock and the income

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given to my mother, to my nephew, Oscar Dodley, and Charles Dodley, at the death of my mother, Nancy Robinson, to be equally divided between them.

Eight: I direct my executors to erect at my grave a monument of good quality and style and taste to cost not less than one hundred and fifty dollars.

Nine: I give and bequeath the remainder of my estate to Jennie Franks, my sister, to Oscar Dodley and to Charles Dodley to be divided equally.

Tenth: I direct that my property consisting of real estate and personal property consisting of both choses in possession and choses in action, and property of any kind, to be converted into money to satisfy my bequest herein and above stated.

I nominate and appoint Oscar Dodley and Charles Dodley my nephews to be executors of this will.

In Witness Whereof, I have hereunto set my hand this thirteenth day of December, in the year nineteen hundred and six

Signed and acknowledged by Preston N. Robinson as and for his last will and testament, in our presence and subscribed and attested by us, as witnesses, in his presence, and at his request.

Preston N. Robinson
Albert Adams
F. N. Watson, Attending Physician.
J. E. Strayer.

In the Probate Court of Union County, Ohio, Dec. 29th 1906.

In the matter of the Will of
Preston N. Robinson deceased.

Journal Entry No. 6584
Will Probated

Be it remembered, That heretofore, towit; On the 29 day of December, A. D. 1906, an instrument of writing, purporting to be the Last Will and Testament of Preston N. Robinson, late of Jerome Township, in this county, deceased, was produced in open Court and offered for probate, and was then filed. And it now being shown to the satisfaction of the court that due notice of the filing of said will and of the application to admit the same to probate and record in this court, has been given to the widow and next of kin of the testator, resident of the State of Ohio pursuant to a former order of this court; thereupon, on this day came J. E. Strayer, F. N. Watson, Albert Adams the subscribing witnesses to said will, who being duly sworn, testified to the due execution and attestation of said will, which testimony was reduced to writing by them respectively subscribed, and filed with said will. Whereupon the court finds that the aforesaid instrument of writing is the last will and testament of said Preston N. Robinson, deceased; that the same was duly executed and attested; and that the said testator, at the time of making, signing and sealing the same was of full age, of sound mind and memory, and not under any restraint.

It is therefore, by the court ordered that the said will be admitted to probate; that a complete record be made of the proceedings herein, and that the costs herein taxed at $, be paid by the executors within ten days and that an execution is awarded therefor.

Attest Dudley E. Thornton, Probate Judge.

8669
Summons.

On September 6th. 1907. the following Summons was issued:
Anna E. Smith, et al. Plaintiffs
Vs.
Oscar Dodley, et al. Defendants.
To the Sheriff of said County:

Court of Common Pleas,
Union County, Ohio,
September 6th, 1907.

You are hereby commanded to notify Oscar Dodley and Charles Dodley as Executors, that they have been sued by Anna E. Smith and Robert E. Robinson in the Court of Common Pleas of Union County, and must answer by the 5th. day of October, A.D. 1907. or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.

Said Sheriff will make due return of this summons on the 16th. day of September, 1907.

Witness my hand and the seal of said Court, this 6th. day of September, 1907.

(Seal) Charles Parrott, Clerk.

Sheriffs Return.

The State of Ohio, Union County.

Received this writ Sept. 7th 1907, at 4 o'clock P. M. And on Sept. 9th 1907 I served the within named Oscar Dodley and Charles Dodley by personally handing to each of them a true and certified copy thereof with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8669
Summons.

On September 6th. 1907. the following Summons was issued:
Anna E. Smith, et al. Plaintiffs
Vs.
Oscar Dodley et al. Defendants.
To the Sheriff of said County:

Court of Common Pleas,
Union County, Ohio.
September 6th. 1907.

You are hereby commanded to notify Oscar Dodley, Charles Dodley, Jennie Frank, Jacob Frank, Nancy Robinson that they have been sued by Anna E. Smith and Robert E. Robinson in the Court of Common Pleas of Union County, and must answer by the 5th. day of October, A.D. 1907, or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.

Said Sheriff will make due return of this summons on the 16th. day of September, 1907.

Witness my hand and the seal of said Court, this 6th. day of September, 1907.

(Seal) Charles Parrott, Clerk.

Sheriffs Return.

The State of Ohio, Union County.

Received this writ Sept. 7th 1907, at 4 o'clock P. M. And on Sept. 9th 1907, I served the within named Oscar Dodley, Charles Dodley and Jacob Frank by personally handing to each of them a true and certified copy thereof with all the endorsements thereon. And on Sept. 9th 1907, I served the within named Jennie Frank, and Nancy Robinson by leaving for each of them at their usual place of residence, a true and certified copy thereof with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8669
Answer.

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7669
Answer.

On October 5th, 1907, the following Answer was filed:

Anna E. Smith and
Robert E. Robinson, Plaintiffs.
Vs.
Oscar Bodley, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
October 5th, 1907.

Now comr Oscar Bodley, Charles Bodley, Jennie Frank, Jacob Frank and Nancy Robinson, the defendants herein, and as and for their joint answer to the petition herein filed, say:

That they deny the allegation that the paper writing, purporting to be the Last Will and Testament of Preston N. Robinson, is not his valid last will and testament;

That they deny the allegation that said paper writing was not signed at the end thereof by the said Preston N. Robinson;

That they deny the allegation that, at the time of the alleged making of the said paper writing, said Preston N. Robinson was not of sound and disposing mind and memory; and-

That they deny the allegation that the said Preston N. Robinson was unduly influenced and over-persuaded by the said Jennie Frank and others to sign said paper writing;-

Upon The Contrary, these Defendants aver:-

That the said paper writing purporting to be the Last Will and Testament of the said Preston N. Robinson, deceased, is the valid last will and testament of the said decedent;

That the said paper writing was signed by the said Preston N. Robinson at the end thereof;

That, at the time of making said paper writing, said Preston N. Robinson was of sound and disposing mind and memory; and-

That when the said Preston N. Robinson signed his said Last Will and Testament, he did so of his own free will without influence, persuasion or coercion in any manner whatsoever, exercised by the said Jennie Frank or other person or persons whomsoever.

Wherefore, these Defendants tender an issue herein pursuant to law, and pray that the paper writing aforesaid may be adjudged the valid Last Will and Testament of the said Preston N. Robinson, deceased, and that they may go hence without day and recover their costs expended in this behalf.

James McCampbell,
Attorney for Defendants.

The State of Ohio, Union County, ss.

Jennie Frank, one of the defendants to said action, being sworn, says that she believes the facts stated in the above pleading to be true.

Jennie Frank.

Sworn to before me and signed in my presence this 4th day of October, A.D. 1907.

James McCampbell,
Notary Public.

(Seal)

8669
Entry.

On February 3rd. 1908. the following Entry was filed:-

Anna E. Smith and
Robert E. Robinson, Plaintiffs,
Vs.
Oscar Bodley, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
February 3rd. 1908.

This cause coming on this day to be heard, pursuant to assignment, thereupon came the parties, by their respective counsel, and also came the following-named persons as jurors, to-wit: W.L. Blavey, O. A. McKean, Frank Edwards, H.C. Gray, E. M. Gibson, Charles Jones, Thomas Conner, Calvin Guy, W.A. Jones, James Shirk, Edson G. Lott and J. L. Cragle, who were duly impaneled and sworn according to law: and, thereupon this cause came on for hearing on the pleadings and the evidence.

Whereupon, the Defendants introduced in evidence the original paper-writing purporting to be the Last Will and Testament of Preston N. Robinson, deceased, together with the original Order of Probate thereof admitting the same to probate and record in Union County, Ohio; and, thereupon, the said Defendants rested their case in chief.

Whereupon, the said Plaintiffs, by their counsel, moved the Court to direct a verdict in their behalf upon the grounds, to-wit:

That said paper-writing purporting to be the last will and testament of Preston N. Robinson, deceased, is not the last will and testament of the said decedent for the reason that the same contains an unreasonable blank space between the last dispositive clause and the place of signature, and that the same is not signed at the end thereof, as required by law. And, forthwith, the said motion was argued by counsel and submitted to the Court.

Whereupon, the Court, on consideration thereof, over-ruled the said motion; to which ruling and judgment of the Court the said Plaintiffs, by their counsel, then and there excepted.

And thereupon the Court adjourned the further hearing of this cause until tomorrow morning at 9 o'clock.

8669
Motion.

On February 4th. 1908. the following Motion was filed:

Anna E. Smith, and
Robert E. Robinson, Plaintiffs,
Vs.
Oscar Bodley and Charles Bodley
as executors of the estate of Preston
N. Robinson, deceased; and Jennie Frank,
Jacob Frank, Oscar Bodley, Charles
Bodley and Nancy Robinson, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 4th, 1908.

Now come the plaintiffs and move the court here for a new trial in this action, for the following reasons, to-wit:

1st. That the verdict in this case given is against and contrary to the evidence and the law of the case.

2nd. That the court, in the trial of this case, erred in not sustaining the motion of the plaintiffs to arrest the case from the jury and to direct a verdict that the paper writing purporting to be the last will and testament of Preston N. Robinson, deceased, was not

his last will and testament.

3rd. That the court in the trial of this case, erred in overruling said motion.

4th. That the court erred on the trial of this case, in charging the jury that the paper writing purporting to be the last will and testament of Preston N. Robinson, deceased, was signed at the end thereof as required by law and that the blank space in same would not invalidate it.

Anna E. Smith and
Robert E. Robinson.
by Hooper & Robinson, their attorneys.

8669 Entry.

On February 4th, 1908, the following Entry was filed:

Court of Common Pleas,
Union County, Ohio.
February 4th, 1908.

Anna E. Smith and
Robert E. Robinson, Plaintiffs.
vs.
Oscar Dudley, et. al. Defendants.

This day again came the said parties, by their respective counsel, and also came the jury heretofore impanelled and sworn; and this cause being called by the Court for further progress in the trial thereof, the said Plaintiffs, by their counsel, declined to introduce further testimony in said cause and submitted the cause accordingly.

Whereupon, the court charged and directed the jury herein that the paper-writing, introduced in evidence herein, purporting to be the last will and testament of Preston N. Robinson, deceased, is the valid last will and testament of the said decedent, and directed the said jury to return its verdict accordingly; to which charge and direction of the Court the said Plaintiffs, by their counsel, then and there excepted.

And, thereupon, the said jury retired to its room, in charge of the sheriff, for deliberation.

And now comes the said jury into open court with its verdict in writing, signed by its foreman, and says:-

"We, the jury, on the issues joined, find the paper-writing here shown to us and admitted to probate in the Probate Court of Union County, State of Ohio, on the 29th. day of December, 1906, purporting to be the last will and testament of Preston N. Robinson, deceased, is the valid last will and testament of the said Preston N. Robinson, deceased."

"Thos Connor,"
"Foreman."

And thereupon the said Plaintiffs, by their counsel, moved the Court for a new trial in the premises; which motion coming on to be heard forthwith, the court, on consideration thereof, over-ruled the same. To which ruling and judgment of the Court upon said motion for a new trial, the said Plaintiffs, by their counsel, then and there excepted.

It is, therefor, in accordance with said verdict, considered and adjudged by the Court that the paper-writing produced in this case, and offered in evidence, purporting to be the last will and testament of Preston N. Robinson, deceased, is his valid last will and testament.

And it is further ordered and adjudged by the Court that the said Defendants go hence without day and recover of the said Plaintiffs their costs in this behalf expended, taxed at $. To all of

which orders and judgments of the Court the said Plaintiffs, by their counsel, except.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

8696.
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 John M. Brodrick, Judge of the said Court, at the January Term, A. D. 1908.

Be it remembered that heretofore, to-wit, on the 10th. day of December, 1907, the following Petition was filed with the Clerk of said Court, to-wit:

Court of Common Pleas,
Union County, Ohio,
December 10th. 1907.

8696.
Petition.

John W. Allinger and Frank Brugler, Partners doing business under the firm name of Milford Center Milling Company, Plaintiff.

Vs.

John F. Kinderer, Defendant.

Plaintiffs say:

That they were, at the times hereinafter stated, partners, doing business under the firm name and style of Milford Center Milling Company, and located in the Village of Milford Center, in said county.

Plaintiffs further say, that there is due to them, from said John F. Kinderer, on the account for goods sold and delivered, at the times hereinafter stated, by said plaintiffs, as the Milford Center Milling Company, to said John F. Kinderer, a copy of which is hereto attached and filed herewith, and made a part of this petition, marked "Exhibit A", the sum of One Hundred and Forty-One and 01/100 Dollars, which they claim, with interest from the 7th. day of October, A. D. 1905.

Plaintiffs also say, that they are now unable to ascertain or state just what personal property, or real-estate, said defendant is possessed of, if any. Plaintiffs aver, however, that by the last will and testament of his late father, Fredrick Kinderer, deceased, as 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 ($575.00). Plaintiffs further say, that by the terms of said will, the said Fredrick Kinderer, deceased, died seized of Eighty-Six and One-Half acres of Land, situate in Jerome Township, Union County, Ohio. And further, that said eighty-six and one-half acres were left, by the terms of said will, to his widow, for and during her natural life; and, further, that at the death of said widow, the said defendant is bequeathed in Item 9 of said will, an undivided one-fifth (1/5) interest, or share, in said eighty-six and one-half acres.

Plaintiffs have good reason to believe, and do believe and therefore aver the fact, so to be that whatever property the defendant may now have, either in possession or expectancy will, forthwith, upon the commencement of this action, be incumbered, or disposed of by the defendant, so as to defeat plaintiffs from obtaining its, or their money herein.

Wherefore, these plaintiffs ask judgment against the said defendant, John F. Kinderer, for the said sum of One Hundred and Forty-One and 01/100 Dollars, and the interest thereon, from said 7th. day of October, A. D. 1905. And plaintiff further asks that said defendant, John F. Kinderer, be enjoined from disposing of, or encumbering

any property of any kind in the vicinities, or any interest in the same, either in possession or expectancy; and for all other and further relief to which they may be entitled.

E. W. Porter
Attorney for said Plaintiffs.

Frank Bruglar, one of the plaintiffs herein, being sworn, makes oath, that the facts stated in the forgoing petition are true, as he believes.

Frank Bruglar.

Sworn to by said Frank Bruglar, before me and signed by him in my presence this 10th. day of December, A.D. 1907.

E. W. Porter,
(Seal) Notary Public, Union Co. O.

8696 Praecipe

On December 10th. 1907, the following Praecipe was filed:

John W. Allingar, et. al. Plaintiffs.
Vs.
John F. Kinderer, Defendant.

Court of Common Pleas,
Union County, Ohio.
December 10th. 1907.

To the Clerk:-

Issue a summons upon the petition in the above entitled case directed to the Sheriff of Franklin County, Ohio, for defendant at 143 East Eagles St. Columbus, Ohio, returnable according to law. Endorse "Action for money. Amount claimed $141.01 and the interest thereon, from the 7th. day of October, 1905. Also "Injunction allowed".

December 10th. 1907.

E. W. Porter, atty. for Plaintiffs.

"Exhibit A".

J. F. Kinderer in act. with. Milford Center Milling Co.

1902.			
Oct. 29"	To 5 Bbl. Royal	$ 18.50	
" "	" 1/4 " Vitala	.92	
" "	" 100* Ural	1.40	
Nov. 29	" 5 Bbl. Royal.	19.00	
Dec. 16	" 5 " "	19 00	
" "	By Cash		$ 20. 82
1903.			
Jan. 22.	To 8 Bbl. Royal	30 40	
Feb. 9	By Cash		19 00
" 26	To 5 Bbl. Royal	19 00	
Mar. 24	" 5 " " 30* Graham 57 - 74 Bbl. 95 $19.00	20 52	
April 8	By check		21 87
" 17	To 5 Bbl. Royal	19 00	
May 20	" 5 " "	19 00	
" 30	By Check and cash		21 00
June 9	To 5 Bbl. Royal	19 00	
July 13	" 4 " "	16 00	
" "	By Cash		25 53
Aug. 12	To 5 Bbl. Royal.	19 00	
" "	By Cash		20 52
Sept. 12.	To 5 Bbl. Royal	20 00	
" "	By Check and Cash		25 00

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8696 Entry.

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" "	By Check and Cash		20 00
1904			
Jan. 23.	To 5 Bbl. Royal	23 00	
" "	By Cash		20 00
Feb. 6	To 5 Bbl. Royal	24 00	
" "	By Check		21 00
" 25	To 5 Bbl. Royal	25 00	
" "	By Cash		21 00
Mar. 15.	To 5 Bbl. Royal	25 00	
" 19	By Check and Cash		23 00
April 2	To 3 Bbl. Royal	15 00	
" 19	By Cash		12 00
" 21	To 5 Bbl Royal - 50 # Meal 70¢ $25.00	25 70	
May 12	" 5 " "	25 00	
" 17	By Check		31 55
June 3	To 5 Bbl. Royal	27 00	
" 24	By Check		42 25
" 25	To 5 Bbl. Royal	27 00	
July 12	" 5 " "	27 00	
Aug. 12.	By Check		40 00
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Sept 2.	" 5 " "	29 00	
" 22.	By Check		40 00
" 24.	To 5 Bbl. Royal	30 00	
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	Bal. Due M. C. M. Co.	$ 141 01	

8696 Entry.

On December 10th. 1907 the following Entry was filed:

John W. Allinger, and Frank Engler, Partners doing business under the firm Name of Milford Center Milling Company, Plaintiffs.

Court of Common Pleas, Union County, Ohio. December 10th. 1907.

Vs.

John F. Andrzer, Defendant.

This day came the Plaintiff by E. W. Porter, 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 disposing of, or incumbering any property, of any kind in the meantime, or any interest in the same, either in possession, or expectancy upon the said plaintiff giving to said defendant an undertaking, executed by sufficient surety, in the sum of dollars, conditioned and to be approved as required by law.

Dudley E. Thornton,
Probate Judge.

8696 Summons. On December 10th. 1907 the following Summons was issued:-

John W. Allinger, et al, Plaintiffs.
vs.
John F. Kindrer, Defendant.

Court of Common Pleas,
Union County, Ohio.
December 10th, 1907.

To the Sheriff of Franklin County:

You are hereby commanded to notify John F. Kinderer that he has been sued by John W. Allinger and Frank Brugler, Partners doing business under the firm name of Milford Center Milling Company, in the Court of Common Pleas of Union County and must answer by the 11th. day of January, A.D. 1908, 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 December, A.D. 1907.

Witness my hand and the seal of said Court, this 10th. day of December, A.D. 1907.

(Seal) Charles Parrott, Clerk,
Sheriff's Return.

The State of Ohio, Franklin County, ss.

Received this writ December 11th. A.D. 1907, at 11-30 o'clock, A.M, and pursuant to its command on the 11th. day of December, A.D. 1907, at 2-29 o'clock P.M. 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, John F. Kinderer.

George J. Karl, Sheriff,
By Chas L. Resch, Deputy.

8696. Entry. On February 5th. 1908, the following Entry was filed:-

John W. Allinger, et al, Plaintiffs.
vs.
John F. Kinderer, Defendant.

Court of Common Pleas,
Union County, Ohio.
February 5th. 1908.

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 him to be true, and that he is indebted to the plaintiffs in the sum of $146.60, and interest from the 5th. day of February, 1908.

It is therefore considered by the court that the said plaintiffs recover from the said defendant the sum of $146.60, and their costs herein expended, together with the interest as aforesaid.

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Petition.

Court of Common Pleas,
Union County, Ohio.
February 5th, 1908.

Be it remembered that heretofore, to-wit, on the 5th day of February, 1908. the following Petition was filed with the Clerk of said Court, to-wit:

The Richwood Banking Company, Plaintiff,
vs.
S.W. Van Winkle, and
M.W. Hill, Defendants.

The Plaintiff says that it is a corporation duly organized under the laws of Ohio. This action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

$400. Six months after date, for value received, we jointly and severally promise to pay the Bank of Richwood, at their office, Four Hundred Dollars, with 8 per cent interest, payable annually from date, until due, and with interest at 8 per cent per annum on all unpaid principal and interest after due until paid: interest payable annually.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and to appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and to confess judgment thereon, against us, or either of us, in favor of the payee or legal holder thereof, for the sum due on said note, with all interests, fees and costs of suit; said juggment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, at or after the rendition of said judgment and release all errors that may occur in the rendition of said judgment and all right to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands this 29th day of June, 1905.

S.W. Van Winkle
M.W. Hill

The following endorsement appears on the back of said note, "Interest paid to Mch. 29th, 1907."

That it is the successor of the Bank of Richwood, and the legal holder of the above described note.

There is due to Plaintiff from the Defendants on said note, the sum of Four Hundred Twenty Nine and 77/100 Dollars, which it claims with interest from the 4th day of February, A.D. 1908. at 8 per cent. per annum, and for which with costs of suit, it asks judgment against the Defendants.

Frank J. Ballinger,
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Frank J. Ballinger, being sworn, says that he is the Attorney for the Plaintiff, and that he has personally inspected the above mentioned note, and that the facts stated and allegations in said Petition are, as affiant believes, true.

Frank J. Ballinger.

Sworn to before me, and signed in my presence, this 4th day of February, A.D. 1908.

Charles Garrott
(Seal) Clerk of Courts.

8126 Answer

On February 5th, 1908, the following Answer was filed:

The Richwood Banking Company, Plaintiff,
Vs.
S.W. Van Winkle and
M.W. Hill, Defendants.

Court of Common Pleas,
Union County, Ohio,
February 5th, 1908.

The Defendants, S.W. Van Winkle and M.W. Hill by James McCampbell, 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 James McCampbell, said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of said 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 Four Hundred Twenty Nine and 77/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from Feb. 4, 1908, at 8 per cent. per annum, and accruing costs they confess judgment in favor of the Plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error herein.

James McCampbell,
Attorney for Defendants.

8126 Entry.

On February 5th, 1908, the following Entry was filed:

The Richwood Banking Company, Plaintiff,
Vs.
S.W. Van Winkle and
M.W. Hill, Defendants.

Court of Common Pleas,
Union County, Ohio,
February 5th, 1908.

This day came the Plaintiff by Frank J. Ballinger, its Attorney; and filed its Petition against said Defendants, S.W. Van Winkle and M.W. Hill, and thereupon James McCampbell, one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendants, S.W. Van Winkle and M.W. Hill, 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 Plaintiff as is alleged in said Plaintiffs petition, the sum of Four Hundred Twenty Nine and 77/100 Dollars, $429.77, 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 that said The Richwood Banking Company, Plaintiff, do recover from said S.W. Van Winkle

this 4th day of

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Common Pleas,
County, Ohio.
5th, 1908.

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and M. W. Hill, Defendants, the said sum of Four Hundred Twenty Nine and 77/100 Dollars, $429.77, so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed from the 4th day of February, 1908, at the rate of 8 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

Ptas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Ptas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 5th. day of February, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8727 Petition.

The Richwood Banking Company, Plaintiff.

vs.

B.M. Reece and S.L. Reece, Defendants.

Court of Common Ptas, Union County, Ohio. February 5th, 1908.

The Plaintiff says that it is a corporation duly organized under the laws of the State of Ohio, this action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon;

$400. Six months after date, for value received, we jointly and severally promise to pay to The Richwood Banking Co. at its office Four Hundred Dollars, with 6 per cent. interest, payable annually from date, until due, and with interest at 8 per cent. per annum, on all unpaid principal and interest after due until paid; interest payable annually.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and to appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and to confess judgment thereon, against us, or either of us, in favor of the payee or legal holder hereof, for the sum due on said note, with all interests, fees and costs of suit; said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us, at or after the rendition of said judgment and release all errors that may accrue in the rendition of said judgment and all rights to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands this 12 day of May, 1907.

B.M. Reece
S.L. Reece.

There is due to Plaintiff from the Defendants on said note, the sum of Four Hundred Twenty-One and 93/100 Dollars, which it claims with interest from the 4th. day of February, A.D. 1908, at 8 per cent. per annum, and for which with costs of suit, it asks judgment against the Defendants.

Frank J. Ballinger
Attorney for Plaintiff.

The State of Ohio, Union County, ss:-

Frank J. Ballinger, being sworn, says that he is the Attorney for the Plaintiff and that he had personally inspected the above mentioned note, and that the facts stated and allegations in said Petition are as affiant believes, true.

Frank Ballinger.

Sworn to before me, and signed in my presence, this 4th. day of February, A.D. 1908.

(Seal) Chas. Parrott, Clerk of Courts.

8727. Answer.

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Answer.

On February 5th, 1908, the following Answer was filed:

The Richwood Banking Company, Plaintiff,
vs.
B.M. Reece and S.L. Reece, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 5th, 1908.

The Defendants, B. M. Reece and S.L. Reece, by James McCampbell, Attorney and an Attorney at Law of record in this Court duly authorized therefor by the Warrant of Attorney 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 James McCampbell, said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of said Plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the Plaintiff on the said note in manner and form as the Plaintiffs has in its Petition set forth, and that the amount due upon said indebtedness at this day is the sum of Four Hundred Twenty One and 93/100 Dollars, bearing interest at 8 per cent per annum, and therefore, for that sum, with interest from Feb. 4/1908, at 8 per cent. per annum and accruing costs they confess judgment in favor of the Plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein.

James McCampbell,
Attorney for Defendants.

8727
Entry.

On February 5th, 1908, the following Entry was filed:-

The Richwood Banking Company, Plaintiff,
vs.
B.M. Reece and S.L. Reece, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 5th, 1908.

This day came the Plaintiff by Frank J. Ballinger, Attorney; and filed its Petition against said Defendants, B.M. Reece and S.L. Reece, and thereupon James McCampbell, one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendants, B.M. Reece and S.L. Reece, 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 Plaintiff as is alleged in said Plaintiffs petition, the sum of Four Hundred Twenty One and 93/100 Dollars, $421.93, 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 that said The Richwood Banking Company, Plaintiff, do recover from said B.M. Reece and S.L. Reece, Defendants, the said sum of Four Hundred Twenty One and 93/100 Dollars, $421.93 so as aforesaid, confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 4th day of February, 1908, at the rate of 8 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk,
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 5th. day of February, 1908, the following Petition was filed with the Clerk of said Court, towit:

8728 Petition

The Richwood Banking Company, Plaintiff,
Vs.
Allen Hainrs and M. W. Hill, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 5th, 1908.

The Plaintiff says that it is a corporation organized under the laws of the State of Ohio, this action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

$200. One Year after date, for value received, we jointly and severally promise to pay to The Richwood Banking Co. at its office Two Hundred Dollars with 7 per cent interest, payable annually from date, until due, and with interest at 8 per cent per annum, on all unpaid principal and interest after due until paid; interest payable annually.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and to appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and to confess judgment thereon, against us, or either of us, in favor of the payee or legal holder thereof, for the sum due on said note, with all interest, fees and costs of suit; said judgment to draw the rate of interest specified in note, after rendition, until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us, at or after the rendition of said judgment, and release all errors that may accrue in the rendition judgment and all rights to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands
this 29 day of June, 1906

Allen Hainrs
M. W. Hill

There is due to Plaintiff from the Defendants on said note, the sum of Two Hundred, Twenty-Three and 55/100 Dollars, which it claims with interest from the 4th day of February, A.D. 1908, at 8 per cent. per annum, and for which with costs of suit, it asks judgment against the Defendants.

Frank J. Ballinger,
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Frank J. Ballinger, being sworn, says that he is the Attorney for the Plaintiff herein, he has personally inspected the above mentioned note, and that the facts stated and allegations in said Petition are, as affiant believes, true.

Frank J. Ballinger,

Sworn to before me, and signed in my presence, this 4th day of February A.D. 1908.

Charles Parrott,
Clerk of Courts.

(Seal)

8728 Answer

On February 5th, 1908, the following Answer was filed:

The Richwood Banking Company, Plaintiff.
Vs.
Allen Haines and M. W. Hill, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 5th, 1908.

The Defendants, Allen Haines and M.W. Hill by James McCampbell, 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 James McCampbell said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of said 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 Twenty-Three and 55/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from Feb. 4th, 1908, at 8 per cent. per annum, and accruing costs confess judgment in favor of the Plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein.

James McCampbell,
Attorney for Defendant.

8728
Entry.

On February 5th, 1908, the following Entry was filed:-

The Richwood Banking Company, Plaintiff,
Vs.
Allen Haines and M.W. Hill, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 5th, 1908.

This day came the Plaintiff by Frank J. Ballinger, Attorney; and filed its Petition against said Defendants, Allen Haines and M.W. Hill, and thereupon James McCampbell, one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendants, Allen Haines and M.W. Hill 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 Plaintiff as is alleged in said Plaintiff's petition, the sum of Two Hundred Twenty Three and 55/100 Dollars, $223.55, 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 that said The Richwood Banking Company, Plaintiff, do recover from said Allen Haines and M.W. Hill, Defendants, the said sum of Two Hundred Twenty Three and 55/100 Dollars, $223.55, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 4th day of February, 1908, at the rate of 8 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

Plas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the January Term, AD. 1908.

Be it remembered that heretofore, towit, on the 5th. day of February, 1908, the following Petition was filed with the Clerk of said Court, towit:

§729 Petition.

The Richwood Banking Company, Plaintiff.
Vs.
M. W. Hill, Defendant.

Court of Common Pleas,
Union County, Ohio,
February 5th, 1908.

The Plaintiff says that it is a corporation duly incorporated under the laws of the State 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:

$1565.00. Three Months after date for value received, we jointly and severally promise to pay to the Richwood Banking Co. at its office, fifteen Hundred and Sixty Five Dollars with 7 per cent interest, Payable Annually from date, until due, and with interest at 8 per cent per annum, on all unpaid principal and interest after due until paid, interest payable annually.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and to appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and to confess judgment thereon, against us, or either of us, in favor of the payee or legal holder thereof, for the sum due on said note, with all interests, fees and costs of suit; said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us, at or after the rendition of said judgment, and release all errors that may accrue in the rendition of said judgment and all rights to sue out any writ of error; and one said attorney is hereby authorized to enter such release in said judgment.

Witness our hands
this 1st. day of October, 1906.

M. W. Hill

There is due to Plaintiff from the Defendant on said note, the sum of Seventeen Hundred & Twenty Eight and 20/100 Dollars, which it claims with interest from the 5th. day of February, A.D. 1908, at 8 per cent. per annum, and for which with costs of suit it asks judgment against the Defendant.

Frank J. Ballinger,
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Frank J. Ballinger, being sworn, says that he is the attorney for the plaintiff herein, that he has personally inspected the above mentioned note, and that the facts stated and allegations in said Petition are, as affiant believes, true.

Frank J. Ballinger.

Sworn to before me, and signed in my presence, this 5th. day of February A.D. 1908.

(Seal) Charles Parrott, Clerk of Courts.

§729 Answer.

On February 5th, 1908, the following Answer was filed:

The Richwood Banking Company, Plaintiff.
Vs.
M. W. Hill, Defendant.

Court of Common Pleas,
Union County, Ohio,
February 5th, 1908.

§729 Entry.

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The Defendant, M. W. Hill, by J. L. Cameron, Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with the 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 the appearance of said Defendant herein; and said Defendant by J. L. Cameron, said Attorney duly authorized as aforesaid, say that he cannot gainsay or resist the facts stated and allegations in the petition of said Plaintiff herein filed against him, but acknowledges and confesses the same to be true, and say 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 Seventeen Hundred & Twenty Eight and 20/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from February 5th, 1908, 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.

J. L. Cameron,
Attorney for Defendant.

8729
Entry.

On February 5th, 1908, the following Entry was filed:

The Richwood Banking Company, Plaintiff.
vs.
M. W. Hill, Defendant.

Court of Common Pleas,
Union County, Ohio.
February 5th, 1908.

This day came the Plaintiff by Frank J. Dallinger, its Attorney, and filed its Petition against said Defendant, M. W. Hill, and thereupon J. L. Cameron, one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendant, M. W. Hill, and who by virtue of a warrant of Attorney for that purpose duly executed by said Defendant, and now produced in open Court and duly proven, waived the issuing and service of process, and entered the appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of Seventeen Hundred Twenty-eight & 20/100 Dollars, $1728.20, bearing interest at 8 per cent. per annum, and that said Plaintiff ought to recover of said Defendant a judgment for that sum. It is therefore considered by the Court that said The Richwood Banking Co. Plaintiff, do recover from said M. W. Hill, Defendant, the said sum of Seventeen Hundred and Twenty-eight & 20/100 Dollars, $1728.20, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 5th. day of February 1908, at the rate of 8 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk
By Hester McCrory, Deputy.

8731
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 John M. Prodrick, Judge, of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit on the 24 th. day of February, 1908, the following Petition was filed with the Clerk of said Court, towit:

The Richwood Banking Company, Plaintiff
Vs.
J. E. Pitchers, Minnie M. Fox and C. H. Fox, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 24 th, 1908.

The Plaintiff says that it is a corporation duly incorporated under the laws of Ohio; that this its action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

$800.00 Six months after date, for value received, we jointly and severally promise to pay to the Bank of Richwood at its office, Eight Hundred Dollars, with 8 percent. interest, payable annually from date until due, and with interest at 8 per cent. per annum on all unpaid principal and interest after due until paid: interest payable annually.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere to waive the issuing and service of process, and to appear for us or either of us, in any of said courts, at any time after the above note becomes due, and to confess judgment thereon, against us or either of us in favor of the payee or legal holder hereof, for the sum due on said note, with all interest, fees and costs of suit; said judgment to draw the rate of interest specified in note, after rendition until payed. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution, any personal or real property belonging to us, or either of us, at or after the rendition of said judgment and release all errors that may accrue in the rendition of said judgment and all rights to sue out any writ of error; and our said Attorney is hereby authorized to enter such release on said judgment.

Witness our hands this 3d day of April, 1906.

J. E. Pitchers
Minnie M. Fox.
C. H. Fox

The following are all the indorsements on the said note:
$298.50 paid Nov. 23, 1907.
$507.50 paid Dec. 2d. 1907. by Mrs. Reeds Note.

That the above named plaintiff is the successor of the Bank of Richwood, and is the owner and possessor of the above described note.

There is due to Plaintiff from the Defendant on said note, the sum of Five Hundred and seven and 13/100 Dollars, which it claims with interest from the 24th. day of February, A.D. 1908, at 8 per cent. per annum, and for which with costs of suit, it asks judgment against the Defendant.

Frank J. Ballinger,
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Frank J. Ballinger, being sworn, says that he is the attorney for the above named plaintiff and that he has personally inspected the above described note and that the facts stated and allegations in said Petition, are, as affiant believes, true.

Frank J. Ballinger.

8731
Answer

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Sworn to before me and signed in my presence, this 24th. day of February, A.D. 1908.

(Seal) Charles Parrott, Clerk of Courts.

8731
Answer

On February 24th, 1908, the following Answer was filed;

The Richwood Banking Co. Plaintiff.
Vs.
J.E. Pitcher, Minnie M. Fox
and C. H. Fox, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 24th. 1908.

The Defendants, J.E. Pitcher, Minnie M. Fox and C. H. Fox by John L. Loughrey, 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 writ, 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 John L. Loughrey, their said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of said Plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the Plaintiff on the said note in manner and form as the Plaintiff has in its Petition set forth, and that the amount due upon said indebtedness at this day is the sum of Five Hundred seven and 13/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from 24th of Feb. 1908, 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.

John L. Loughrey,
Attorney for Defendants.

8731
Entry.

On February 24th, 1908, the following Entry was filed:

The Richwood Banking Company, Plaintiff.
Vs.
J. E. Pitcher, Minnie M. Fox
and C. H. Fox, Defendants,

Court of Common Pleas,
Union County, Ohio,
February 24th, 1908.

This day came the Plaintiff by F. J. Ballinger, its Attorney, and filed its Petition against said Defendants, and thereupon one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendants, J. E. Pitcher, Minnie M. Fox and C. H. Fox, and who by virtue of a warrant of attorney for that purpose duly executed by said Defendant, and now produced in open Court and duly proven, waived the issuing and service of process, and entered the appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition, the sum of Five Hundred Seven and 13/100 Dollars, $507.13, 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 that said The Richwood Banking Company, Plaintiff do recover from said J. E. Pitcher, Minnie M. Fox and C. H. Fox, Defendants, the said sum of Five Hundred Seven and 13/100 Dollars, $507.13, so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed from the 24th. day of February, 1908, at the rate of 8 per cent. per annum, And by virtue of said warrant of Attorney, all errors in this action, judgment

and proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

8705
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Obas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, to wit, on the 27th. day of December, 1907. the following Petition was filed with the Clerk of said Court, to wit:-

8705
Petition.

A. J. Glick, Plaintiff,

vs.

A. E. Drumm, W. C. Sloop,
and The Burkhardt Packing Company, Defendants.

Court of Common Pleas,
Union County, Ohio.
December 27th, 1907.

The defendant, A.E. Drumm is indebted to and owes the plaintiff on a promissory note, of which the following is a copy, with all credits and indorsements:

"$ 268.61. Richwood, Ohio, Nov. 9th 1907."

One day after date I promise to pay to the order of A. J. Glick Two Hundred and Sixty right & 61/100 dollars at 6% interest: Value received.

A. E. Drumm."

There is due plaintiff from defendant aforesaid two hundred and sixty right dollars and sixty one cents and interest at 6% since November A.D. 1907; there has been no payments made on said note.

On the 9th day of November A.D. 1907, in order to secure the payment of said promissory note aforementioned, said A. E. Drumm duly executed and delivered the following described chattel mortgage to plaintiff, thereby conveying to plaintiff the following chattel property, to wit:

One large Refrigerator about 12 feet by 16 feet, double, two departments upstairs and down; One sycamore block, two patent blocks for cutting meat on; One National Cash register; One Computing scales; one gasoline engine 1½ or two horse power; one pump; one bone grinder; one sausage grinder; one mixer; one hydraulic lard press; one sausage stuffer and one rendering kettle, all of which are situated in the William Hastings building in the Village of Richwood, Claibourne Township, Union County, Ohio. On the 11th day of November, 1907, at 9.40 A.M. o'clock, plaintiff duly deposited said chattel mortgage with the Recorder of Union County, Ohio, and the same was filed at said hour and known as Number 778 in the Recorder's Office of Union County, aforesaid, in his files of chattel mortgages.

The said A. E. Drumm resides in said county, and the said goods and chattels are situated in said county, and was so situated at the time the said chattel mortgage was given and was filed.

The said chattel mortgage was conditioned as follows:-

Provided nevertheless, that said A. E. Drumm has this day executed to the said A. J. Glick, his promissory note dated Nov. 9th 1907, and due one day after date thereof for $268.61 with 6% interest from date; if the said A. E. Drumm pay or cause to be paid the aforesaid note and interest when due, then this conveyance shall be void, otherwise it shall remain in full force."

The aforesaid conditions are broken and said note is past due and it is not paid nor any part thereof.

The defendant, The Burkhardt Packing Company of Dayton, Montgomery County, Ohio, claims an interest and a chattel mortgage upon said goods and chattels and plaintiff asks that they be compelled to set the same up to be ascertained and paid, or that they be forever cut off.

The said chattels are of a value of more than $300.00 namely of the value of $500.00; that said defendant W. C. Sloop has the possession of said goods under a writ of replevin issued without jurisdiction by M. W. Hill, a justice of the peace in and for Claibourne Township, on the 25th. day of December, 1907, known as Christmas Day, and a holiday; that said justice of the peace was without jurisdiction on account of the value of the said chattels exceeding $300.00. The said defendant wrongfully detains the aforesaid goods and chattels from this plaintiff.

A certified copy of said chattel mortgage is hereto attached and marked Exhibit "A."

No part of said indebtedness due plaintiff has been paid.

Wherefore plaintiff asks judgment against A. E. Drumm in the sum of $268.61 and interest since Nov. 9, 1907 at 6%; that the sheriff of Union County, Ohio, may be appointed a receiver of said goods and chattels and that said property may be ordered to be sold and the proceeds applied to the payment of said claim, and for such other relief as is equitable.

Plaintiff says that he has a special ownership and interest in, and lien upon by a certain mortgage filed November 11" 1907 with the Recorder of Union County, Ohio, and numbered 778 in the chattel mortgage files of said county, the same is due and unpaid, and the conditions thereinbefore, and the plaintiff has good right to the immediate possession of the following described property, towit:

Our large refrigerator about 12 feet by 16 feet, double, two departments upstairs and downs; one sycamore block; two patent blocks for cutting meat on; one Natural Oak Register; one Computing scales; one gasoline engine 1 1-2 or two horse power; one pump; one bone grinder; one sausage grinder; one mixer; one hydraulic lard press; one sausage stuffer; and one rendering kettle, all of which are situated in the William Hastings building in the Village of Richwood, Claibourne township, Union County, Ohio, that the said property is wrongfully detained from said plaintiff by the defendant W. C. Sloop, A. E. Drumm, and that said property was not taken from said plaintiff in execution on any order or judgment against him or for the payment of any tax, fine or assessment assessed against him, and is not claimed by him under a title acquired mediately or immediately by transfer from one from whom such property had been taken by execution, order or process, or by virtue of an order of delivery issued in replevin, under Chapter 10, Title III Part third, of the Revised Statutes of Ohio, or any other or final process issued against him.

H. U. Spicer, Atty. for Plaintiff.

State of Ohio, County of Union, ss.

A. D. Glick, being duly sworn, says that the above and foregoing allegations are true as he verily believes.

A. D. Glick.

Sworn to and subscribed before me this the 26" day of December, A.D. 1907.

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

8705 Precipe.

On December 27th. 1907 the following Precipe was filed:-

A. D. Glick, Plaintiff,
Vs.
A. E. Drumm, et al, Defendants.

Court of Common Pleas,
Union County, Ohio,
December 27th. 1907.

Clerk: Issue a writ of replevin to the sheriff of Union County, and a summons

8705 Writ of Replevin.

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8705
Writ of
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to him for the defendants, A. E. Drumm and W. C. Sloop, and a summons to the sheriff of Montgomery County, for the defendant, The Burkhardt Packing Co.

N. D. Spiers, Attorney for Plaintiff.

On December 27th. 1907, the following Writ of Replevin was issued;

A. J. Glick, Plaintiff.
Vs
A. E. Drumm, W. C. Sloop and
The Burkhardt Packing Co. Defendants,

Court of Common Pleas,
Union County, Ohio.
December 27th. 1907.

To the Sheriff of Union County- Greeting:

Wherras, A. J. Glick has commenced, in the Court of Common Pleas for the said County of Union against A. E. Drumm, W. C. Sloop and The Burkhardt Packing Company a Civil Action for the Recovery of the following specific Personal Property, towit:

One Large Refrigerator about 12 feet by 16 feet, double, two departments upstairs and down. One Sycamore Block, for cutting meat on, Two Patent Blocks for cutting meat on, One National Cash Register, One Computing Scales, One gasoline Engine One and One Half or two Horse power, One Pump, One Bone Grinder, One Sausage Grinder, One Mixer, One Hydraulic Lard Press, One Sausage Stuffer and One Rendering Kettle, all of which are situated in the William Hastings building in the Village of Richwood, Claiborne Township, Union County, Ohio.

And has filed his affidavit in the Clerks Office of said Court, in order to obtain an order for the immediate delivery of the said goods and chattels, This, Therefor, is to command you, as such Sheriff, to take the said goods and chattels above described and deliver the same to the said A. J. Glick, Plaintiff in said action. And of this order and your proceedings thereon make due return on the 6th. day of January, A.D. 1908.

Witness my hand and the seal of said Court, this 27th. day of December, A. D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriffs Return.

According to the command of the within order, I have taken the within named goods and chattels, and have caused the same to be valued by the oaths of D. E. Ogan and W. S. Burgoon, two responsible men of said county, whose valuation, in writing, is herewith returned; and have taken the undertaking of A. J. Glick, surety of said Plaintiff, in the sum of $ 1100.00, which undertaking is also herewith returned.

Given under my hand, this 28th day of December, A.D. 1907.

D. C. Polenbaugh, Sheriff.

8705
Summons.

On December 27th, 1907, the following Summons was issued.

A. J. Glick, Plaintiff.
Vs.
A. E. Drumm, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
December 27th, 1907.

To the Sheriff of Union County:-

You are herby commanded to notify A. E. Drumm and W. C. Sloop that they have been sued by A. J. Glick, in the Court of Common Pleas of Union County and must answer by the 25th. day of January, A.D. 1908, 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 January, A.D. 1908.

Witness my hand and the seal of said Court, this 27th. day of December, A. D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Dec. 27th A.D. 1907, at 5 o'clock P.M. and served same by personally handing to the within named A. E. Drumm and W.C. Sloop true and certified copies of this writ with all the endorsements thereon this 28th day of December, 1907.

D.C. Colclaugh, Sheriff.

8705 Summons.

On December 27th, 1907, the following Summons was issued:-

A. J. Glick, Plaintiff,

vs.

A. E. Drumm, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
December 27th, 1907.

To the Sheriff of Montgomery County:

You are hereby commanded to notify The Burkhardt Packing Company that they have been sued by A. J. Glick in the Court of Common Pleas of Union County and must answer by the 25th. day of January, A.D. 1908, 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 January, A.D. 1908.

Witness my hand and the seal of said Court, this 27th. day of December, A.D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Montgomery County, ss.

Received this writ December the 30th. A.D. 1907 at 9 o'clock A.M., and served same by personally handing on the 31st day of December, A.D. 1907, a true copy hereof with the endorsements thereon to Henry Burkhardt, as President of The Burkhardt Packing Co.

John T. Bess, Sheriff.
By Arthur W. Odell, Deputy.

8705 Appraisal in Replevin.

On December 30th, 1907, the following Appraisal in Replevin was filed:-

A. J. Glick, Plaintiff,

Vs.

A. E. Drumm, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
December 30th, 1907.

We, the undersigned, two disinterested persons of the County of Union having been first duly sworn, by the Sheriff of said County to assess the value of the goods and chattels hereinafter set forth, being the same seized by virtue of an order for delivery of personal property issued from the Common Pleas Court in said County, at the suit of A. J. Glick against A. E. Drumm, et. al. do assess the value thereof as follows, viz:

One large refrigerator about 12 ft. by 16 ft. double two departments upstairs and down, $260.00, One Sycamore Block for cutting meat on, $10.00, Two Walnut Blocks for cutting meat on, $40.00, One National Cash Register, 50.00, One Computing Scale, 30.00, One Gasoline Engine 50.00, One Pump 5.00, One Bone grinder 15.00, One Sausage Grinder 15.00 One Mixer 15.00, One Hydraulic Lard Press 30.00, One Sausage Stuffers 15.00, One Rendering Kettle - 15.00 — $550.00.

8705 Plaintiffs Undertaking in Replevin.

8705 Motion.

Witness our hands this 28" day of December, 1907.

D.C. Bolenbaugh, Sheriff.
D.E. Egan, W.S. Burgoon } Appraisers.

The State of Ohio, Union County,

I do hereby certify that D.E. Egan and W.S. Burgoon, being two disinterested persons, residents of the County of Union, were duly summoned and sworn by me to make appraisement of the goods and chattels in the above appraisement set forth.

D.C. Bolenbaugh, Sheriff.

The 28" day of December, 1907.

8705 Plaintiffs Undertaking in Replevin.

On December 30th, 1907, the following undertaking in Replevin was filed:-

Court of Common Pleas,
Union County, Ohio.
December 30th, 1907.

A.D. Glick, Plaintiff.
Vs.
A.E. Drumm, W.C. Sloop
and Burkhardt Packing Co, Defendants.

Whereas, A.D. Glick, plaintiff, has caused an order for delivery of the following goods and chattels, towit:

One Large Refrigerator about 12 feet by 16 feet double two departments upstairs and down; one sycamore block, for cutting meat on; two patent blocks for cutting meat on; one National Cash register; one computing scales; one gasoline engine one and a half or two horse power; one pump; one bone grinder; one sausage grinder; one mixer; one hydraulic lard press; one sausage stuffer; and one rendering kettle, all of which are situated in the William Hastings building in the Village of Richwood, Claibourne township, Union County, Ohio. to be issued out of the Court of Common Pleas within and for the County of Union in a cause now pending in the said Court of Common Pleas, wherein the said A.D. Glick, Plaintiff, and A.E. Drumm, W.C. Sloop and Burkhardt Packing Co. Defendants; and whereas, the said order was delivered to D.C. Bolenbaugh, Sheriff of said County and the said Sheriff has taken said goods and chattels, and the same have been valued by two responsible persons, under oath, at the sum of Five Hundred and fifty ($550.00) Dollars;

Now, Therefore, We. A.D. Glick, undertake to the said A.E. Drumm, and W.C. Sloop, Defendants in said action, in the penal sum of Eleven Hundred ($1100.00) Dollars, that the said A.D. Glick, Plaintiff, shall duly prosecute his action aforesaid, and in case the judgment shall be against the said A.D. Glick, Plaintiff, that he then return the property taken or pay the value so assessed at the election of said A.E. Drumm and W.C. Sloop, Defendants, and also pay the damages assessed for the taking, detention and injury of the property and costs of suit.

A.D. Glick.

Signed in my presence and approved by me, this 28" day of December, A.D. 1907.

D.C. Bolenbaugh, Sheriff.

8705 motion.

On January 3rd, 1908, the following motion was filed:-

Court of Common Pleas,
Union County, Ohio,
January 3rd, 1908.

A.D. Glick, Plaintiff.
Vs.
A.E. Drumm, W.C. Sloop
and The Burkhardt Packing Company, Defendants.

Plaintiff move that a receiver be appointed in this action on the grounds:

That the plaintiff is jointly interested in the property in question described in petition herein, as a mortgagee, with the defendant The Burkhardt Packing Company; that there is danger of said property being removed and materially injured; the condition of the mortgage set forth in the petition, has not been performed, and the conditions are broken and the property described therein is probably insufficient to discharge the mortgage debt.

A. J. Glick, plaintiff.
By H. Spicer, his attorney.

8705 Entry.

On January 4th. 1908, the following Entry was filed:

A. J. Glick, Plaintiff.
Vs.
A. E. Drumm, et.al. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 4th. 1908.

And now this cause came on to be heard upon motion of the plaintiff for the appointment of a receiver herein. And thereupon the court find that the plaintiff is jointly interested with the defendant, The Burkhardt Packing Company, as mortgagee, under certain chattel mortgage, set forth and described in his petition, of the following described goods and chattels, towit: One large refrigerator 12 feet by 16 feet double, two departments, upstairs and down; One Sycamore block, two patent blocks for cutting meat on; One National Cash register; one computing scales; One gasoline engine 1½ or 2 horse power; one pump; one bone grinder, one sausage grinder; one mixer; one hydraulic lard press; one sausage stuffer; one rendering kettle;

That the conditions of said mortgage have not been complied with, that the same has been broken; and that the property aforesaid is probably insufficient to discharge the mortgage debt, and is in danger of being removed and materially injuring the property.

It is therefore ordered that D.C. Blenbaugh, sheriff of Union County, be, and he is hereby appointed receiver of the aforesaid described goods and chattels, and, upon giving bond in the sum of $1100.00 and duly qualifying, he is ordered to proceed to sell the said goods and chattels aforesaid, after first giving legal notice thereof, at public auction and bring the proceeds thereof into court with his proceedings thereon, for further order of said court and for distribution thereof.

8705 Certificate of Appointment of Receiver.

8705 Receivers Bond.

On January 4th. 1908, the following Receivers Bond was filed:-

A. J. Glick, Plaintiff.
Vs.
A. E. Drumm, et.al. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 4th. 1908.

Know all Men by these Presents:-

That I, D. C. Blenbaugh as Principal, of the County of Union and State of Ohio, are held and firmly bound unto the State of Ohio, A. J. Glick and The Burkhardt Packing Company, in the sum of Eleven Hundred Dollars to be paid to said State of Ohio, A. J. Glick and The Burkhardt Packing Co. for which payment well and truly to be made, I bind myself and my respective heirs, executors and administrators firmly by these presents:-

Signed and dated the 4th. day of January, a.D. 1908.

The Condition of the above obligation is such, that whereas, by an order of The Common Pleas Court made on the 4th. day of January, 1908, in a cause therein pending, wherein A. J. Glick is Plaintiff, and A. E. Drumm, W.C. Sloop and The Burkhardt Packing Co., Defendants, it was among other things ordered

8705 Answer and Cross-Petition.

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that the above bounden D.C. Bolenbaugh be appointed Receiver of all the property, equitable interests, things in action, and effects of the Defendant; and that he be vested with all the rights and powers of a Receiver in Chancery, upon his filing a bond for the faithful performance of his duties in the penal sum of Eleven Hundred Dollars and the approval thereof by said Court.

Now, Therefore, If the said D.C. Bolenbaugh, shall well and truly account for what shall come to his hands or control as such Receiver, and pay and apply the same from time to time, as he may be directed by said Court, and obey such orders as said Court may make in relation to said trust, and in all respects faithfully discharge the duties of said trust, then this obligation to be void, otherwise to be in full force and effect.

Signed and delivered in
Presence of
Chas. Parrott.

D.C. Bolenbaugh,

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

Before me personally appeared the within named D.C. Bolenbaugh, who, being first duly sworn, says that he will faithfully perform all duties devolving upon him as Receiver in the within case of A.J. Glick Vs. A.E. Drumm et.al to the best of his ability.

D.C. Bolenbaugh,

Sworn to before me and subscribed in my presence this 4 day of January, 1908.

(Seal) Chas. Parrott, Clerk of Courts.

8705
Certificate of Appointment of Receiver.

On January 4th, 1908, the following Certificate of Appointment of Receiver was issued:
The State of Ohio, Union County ss. In the Court of Common Pleas.
A.J. Glick, Plaintiff, Action for Replevin.
Vs.
A.E. Drumm, et.al. Defendants.

I, Charles Parrott, Clerk of the Court of Common Pleas, within and for said County, do hereby certify that D.C. Bolenbaugh, has been duly appointed a Receiver in the above action, and authorized to sell and bring the proceeds into Court of the following described property;

One large refrigerator about 12 ft. by 16 ft. double two departments upstairs and down; One Sycamore block, for cutting meat on; Two patent blocks for cutting meat on; One National Cash Register; One Computing Scales; One Gasoline Engine one and one half or two horse power; One Pump; One Sour Grinder; One Sausage Grinder; One Mixer; One Hydraulic Lard Press; One Sausage Stuffer and One Rendering Kettle, all of which are situated in the William Hastings Building, in the Village of Richwood, Claibourne Township, Union County, Ohio, and that said Receiver has given the undertaking, and taken the oath required by law.

Witness my signature and official Seal, at the Court House in Marysville in said County, this 4 day of January, A.D. 1908.

(Seal) Charles Parrott, Clerk.

8705
Answer and Cross-Petition.

On January 17th, 1908, the following Answer and Cross-Petition was filed:-
A.J. Glick, Plaintiff, Court of Common Pleas,
Vs. Union County, Ohio,
A.E. Drumm, et.al. Defendants, January 17th, 1908.

Now comes the defendant, the Burkhardt Packing Company and for its answer and cross-petition says:-

1. For its first cause of action that the co-defendant, A. E. Drumm did on the 31st. day of October, 1907, execute and deliver to it his certain promissory note, of which the following is a copy with all the credits and indorsements thereon:

"$ 176 7/100 Richwood, O. Oct. 31st. 1907.

Sixty days after date I promise to pay to the order of the Burkhardt Packing Company, the sum of One hundred seventy six 7/100 dollars with interest at six per cent. A. E. Drumm."

That this defendant is still the owner of the note aforesaid and that it has matured and is wholly unpaid and that there is due this defendant from the said co-defendant, A. E. Drumm, the sum of One Hundred seventy eight 17/100 dollars ($178 17/100) with interest at six per cent from the 30th day of December, 1907.

2. For its second cause of action this defendant says that the said co-defendant, A. E. Drumm did on the 31st. day of October, 1907 execute and deliver to this defendant his certain chattel mortgage to secure the payment of the aforesaid promissory note, thereby conveying to this defendant the following described articles of chattel property.

One Refrigerator, National make, One Gasoline Engine, One Sausage Grinder. One Mixer, One Bone Cutter.

The statement of the claim for which this mortgage was given to secure, was duly sworn to by the agent of this defendant on the 1st. day of November, 1907, and the said chattel mortgage was filed with the Recorder of Union County, on the 2nd. day of November, 1907, at 10 o'clock A. M. the said co-defendant, A. E. Drumm, being a resident of Union County and the aforesaid chattel property being located in Union County.

The said chattel mortgage contained a condition that if the note described in the first cause of action together with the interest, be not paid when due then it should remain in full force. The aforesaid condition is broken, as the note is past due and no part thereof has been paid.

This defendant further says that the chattel property described in the aforesaid chattel mortgage is a part of the chattel property described in the petition, and the chattel mortgage of the plaintiff, the same being in the possession of D. C. Poland Sheriff, by virtue of a writ of replevin issued herein; and that by virtue of the aforesaid chattel mortgage, this defendant has a first subsisting lien upon the said chattel property for the payment of its claim and costs.

Wherefore, this defendant prays that it may recover of the co-defendant, A. E. Drumm, a judgment for $178. 17/- with interest at six per cent from Dec. 30th 1907, and its costs herein taxed; and that its chattel mortgage be declared to be a first subsisting lien on the chattel property described therein for the payment of its claim; and that its said claim and costs be paid first from the proceeds of the sale thereof.

S. W. Van Winkle, Atty. for the Burkhardt Packing Company.

State of Ohio, Union County, ss.

S. W. Van Winkle makes oath and says, that he is the duly authorized attorney of The Burkhardt Packing Company herein, and that its claim is based upon a promissory note in his possession and that the facts herein

8705 Receivers Return.

stated are

8705 Motion.

the Court.

stated are true as he verily believes.

S. W. Van Winkle.

Sworn to before me this 17th day of January, 1908.

(Seal) Hester McCrory, Deputy Clerk.

8705 Receivers Return.

On January 23rd, 1908, the following Receivers Return was filed:-

A. J. Glick, Plaintiff.
Vs.
A. E. Drumm, et.al, Defendants.

Court of Common Pleas,
Union County, Ohio.
January 23rd, 1908.

As commanded by this Writ, I have caused the goods and chattels herein described, to be duly advertised for more than ten 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 20th. of January, 1908, at one o'clock P. M. on said day, at the William Hastings building in the Village of Richwood in said County, I offered for sale, at public auction, the goods and chattels described in this writ; and then and there came the following named persons, who bid for the following named goods and chattels the sums opposite their names.

A. J. Glick,	for Refrigerator	$ 100.00
A. J. Glick,	" One Sycamore Block	5.50
A. J. Glick,	" Two Sycamore Blocks,	20.50
A. J. Glick,	" One National Cash Register	50.00
J. Houser	" Computing Scale	30.00
Geo. Arthur	" One Gas. Engine	39.00
C. Algower	" One Pump	6.50
M.W. Hill	" One Coin Grinder	2.00
M.W. Hill	" One Sausage Grinder	20.00
M.W. Hill	" One Lard Press	5.25
Ed. Fissell	" One mixer	2.00
W. C. Wood	" One Sausage Stuffer	6.00
W. C. Wood	" One Rendering Kettle	7.00
		293.75

They being the highest and best bidders I declared them the purchasers. And I the said receiver, do credit myself with the following,

To Geo. W. Worden, Printer, for advertising	$ 6.30
To O. Phinney, for Storage	25.00
To N. J. Speer	25.00
To myself as Receiver's Compensation	35.00
	91.30

The balance of $202.45 I have this day paid to Chas. Parrott, Clerk of the Court.

D. C. Bolenbaugh, Receiver.
January 23rd, 1908.

8705 Motion.

On January 23rd, 1908, the following Motion was filed:-

A. J. Glick, Plaintiff.
Vs.
A. E. Drumm, et.al, Defendants.

Court of Common Pleas,
Union County, Ohio,
January 23rd, 1908.

Now comes D. C. Bolenbaugh, Receiver duly appointed and qualified, and having made his final report, moves the Court to confirm the same and discharge him and his undertaking from further liabilities thereunder.

D. C. Bolenbaugh, Receiver,
by H. U. Spicer, his attorney.

8705
Entry and Order of Confirmation of Report of Receiver.

On January 23rd, 1908, the following Entry was filed:

A. D. Glick, Plaintiff
Vs.
A. E. Drumm and others, Defendants.

Court of Common Pleas,
Union County, Ohio
January 23rd, 1908.

This cause coming on to be heard upon motion to confirm the final report of, and to discharge the receiver herein, it is ordered on motion of said receiver, that he be allowed and paid the sum of $5.00 out of the money in his hands, and that H. U. Spicer, as his attorney, be allowed the sum of $25.00 as attorneys fees in full for their services herein, as such receiver and acting as attorney, and counsel for said receiver. And the Court finding said report correct and that the said receiver has fully obeyed the order of the Court to him issued, and has duly paid over all moneys coming into his hands as such receiver:

It is therefore ordered that all acts and things done by him, as well as his said report, be and they hereby are approved and confirmed, and the said D. C. Bolenbaugh, is discharged from his duties, liabilities and responsibilities as such receiver, and his undertaking therefor is vacated and cancelled.

Jan. 23, 1908.

8705
Entry.

On January 28th, 1908, the following Entry was filed:

A. D. Glick, Plaintiff.
Vs.
A. E. Drumm, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio,
January 28th, 1908.

Now comes the plaintiff, by his attorney, and the defendant, A. E. Drumm bring default for answer and demurrer, the court find that the allegations of the petition are confessed by him to be true, and find that the defendant, A. E. Drumm, is indebted to the plaintiff, A. D. Glick, in the sum of $273.63.

It is therefore considered by the court that the said plaintiff recover of the said defendant, A. E. Drumm, the sum of $273.63 and interest from this date at 6%, and costs taxed at $

The Court further find that the aforesaid amount is for a promissory note given by the said defendant to the said plaintiff as set forth in petition of plaintiff; and the court further find that in order to secure the said note the defendant executed and delivered to the plaintiff a certain chattel mortgage duly sworn to and filed with the Recorder of Union County, Ohio, in which said property is situated and said defendant lived at the time and does now reside; that said chattel mortgage was duly filed with said Recorder November 7th, 1907, and bears the recorders file number of 778 in the Chattel mortgage files of Union County, Ohio, and that the said chattel mortgage was a good and valid lien of the goods and chattels therein described as set forth in petition of plaintiff, and that the conditions of said mortgage have been broken.

It is therefore further ordered that the said chattel mortgage be foreclosed, and the proceeds thereof is ordered distributed as the plaintiff, and the defendant, The Burkhardt Packing Company may agree upon, or further order of court.

8705
Entry.

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8705 Entry.

On March 2nd, 1908, the following Entry was filed:-

A. D. Glick, Plaintiff.
Vs.
A. E. Drummer, et.al, Defendants.

Court of Common Pleas,
Union County, Ohio.
March 2nd, 1908.

It is further ordered by said court, by mutual agreement of attorneys for both parties, ere to the distribution of the said $202.45, that the costs taxed at $26.68 first be paid and $161.00 be paid the defendant, The Burkhardt Packing Co., and the balance of $14.87 be paid the plaintiff, A. D. Glick, and execution be allowed plaintiff for the balance due him on his claim.

Attest: Charles Parrott, Clerk,
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 18th. day of January, 1908, the following Petition was filed with the Clerk of said Court, towit:

8716 Petition.

Lucille McMahan, Plaintiff.

vs.

Chester M. McMahan, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 18th. 1908.

The plaintiff says:-

That she has been an actual resident of Union County, Ohio, and has a bona fide residence in said State for more than one year last past.

That she was married to the defendant on the 9th. day of October, A.D. 1907, at Marysville, Ohio, and has ever since said date, conducted herself as a faithful and obedient wife. That no children are the issue of said marriage.

That the defendant disregarding his marital duties as a husband, has been guilty of gross neglect of duty toward the plaintiff, for that since the date of said marriage to the date of their separation, towit, on the 23th. day of November, 1907, he has never furnished her any clothing whatever, including shoes, stocking, underwear, or other garments, except one pair of gloves. That he neglected and refused to furnish her a home, except with his sister and brother-in-law, in Marysville, Ohio, although he was physically and financially well able to do so. That he never gave her any money except $3.00, and then cursed and told her "that she was taking all of his money."

That the defendant has been guilty of extreme cruelty toward the plaintiff, towit: That he wilfully, and without any excuse therefor, and against her will forced her to live with his brother-in-law and wife, and cook for both families one half of the time, when she was unable to do house work, and he would not allow her to buy for the table, because he claimed that she was extravagant.

That the defendant cursed her continuously during said marriage, and would never come to a meal without using vulgar talk and cursing her. And on one occasion, when she forgot her music roll returning from her mothers home, he called her a "damn fool", "mamma baby girl", "bawl baby", and also vulgar names unfit to put in this petition, and telling her "He would not have no damn fool sticking her nose in his business."

That on or about the 18th. day of November, 1908, when she was sick, he became enraged, at her while in bed and tore her night-dress and undervest off, and in so doing almost choked her, and then pinched her back and hips black and blue with his fingers, and then told her he would smother and freeze himself.

The defendant on or about the 9th. day of November, 1907, grabbed hold of her arm that was sore broken, and twisted it so hard he almost broke it, and when she asked him to let go, he cursed her and expressed a desire to try and break it.

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8716 Summons.

That on the 20th. day of November, the said plaintiff ordered the defendant to go home, and told her "God damn you, I do not wish you to come crying around after me, for I will not live with you any more," and at the same time shaking his fist in her face, swearing continuously, and telling her to go home and stay with her mother.

Wherefore plaintiff prays that she may be restored to her maiden name Lucille Henderson, and that she may be divorced from defendant, and that she may have such other and further relief, to which in law and equity, she may be entitled.

John L. Loughrey,
Attorney for the Plaintiff.

State of Ohio, Union County, ss.

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

Lucille McMahan.

Sworn to by said Lucille McMahan before me, and signed by her in my presence this 18th. day of January, 1908.

John L. Loughrey.
Notary Public, Union County, Ohio.

8716. Precipe.

On January 18th, 1908, the following Precipe was filed:-

Lucille McMahan, Plaintiff.
Vs.
Chester M. McMahan, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 18th. 1908.

To the clerk:-

Issue a summons upon the petition in the above entitled case, directed to the sheriff of Hardin County, Ohio, which together with a copy of the petition have served upon the defendant at Mt. Victory, Ohio, and returnable according to law. Indorse, "Action for Divorce".

John L. Loughrey,
Attorney for the plaintiff.

January 18th. 1908.

8716 Summons.

On January 18th. 1908, the following Summons was issued:-

Lucille McMahan, Plaintiff.
Vs.
Chester M. McMahan, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 18th. 1908.

The State of Ohio, Union County, ss:

To the Sheriff of the County of Hardin.

You are commanded to notify Chester M. McMahan that Lucille McMahan 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 27th. day of January, A. D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 18th. day of January, A. D. 1908.

Chas Parrott, Clerk.
(Seal) By Hester McCrory, Deputy Clerk.

Sheriffs Returns.

Received 9 o'clock A. M. on the 20th day of January, A.D. 1908, and on the 22 day of January, A.D. 1908, I served the same upon the defendant by delivering personally to Chester M. McMahan a true copy thereof, together with a certified copy of the petition in this case.

Benj. F. Scott, Sheriff.
By A.S. Ramey, Deputy.

(Seal)

8716 Entry.

On March 7th. 1908, the following Entry was filed:

Lucille McMahan, Plaintiff.
Vs.
Chester M. McMahan, Defendant.

Court of Common Pleas,
Union County, Ohio.
March 7th. 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons and process of law, that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 9th. day of October, 1907, as alleged in said petition, and that no children were born of said marriage, and that the defendant has been guilty of gross neglect of duty, and extreme cruelty, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff be, and she hereby is, restored to her maiden name Lucille Underson, and by mutual agreement between the parties, the plaintiff and defendant, hereby agree to release all dower, or any other claim whatsoever they may have in the property of each other, which they now own, or may ever acquire, from now and for all time to come. That the plaintiff pay the costs of this proceeding taxed at $10.75, and that this cause be recorded.

Attest: Charles Parrott, Clerk
By Hattie McCrory, Deputy.

8730 Petition.

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Clas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Clas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the January Term, A. D. 1908.

Be it remembered that heretofore, towit on the 7th. day of February, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8730
Petition.

In the matter of transferring
the funds of the Jerome Township
School District.

Court of Common Clas.
Union County, Ohio.
February 7th. 1908.

The petitioners, The Board of Education of the Jerome Township, Union County, Ohio. School District, says that J. M. Curry, S. J. Dodge, J. F. McKitrick, L. W. Hutchisson and John W. Mitchell are the duly elected and qualified members of said Board of Education and that J. M. Curry is the president of said board.

It further states that on account of the destruction by fire of the entral school building that it is necessary that the sum of three thousand dollars be transferred from the tuition fund to the building fund of said school district in order that sufficient fund will be available in said building fund to enable the board to proceed to erect a new building.

There is in said building fund now about three thousand Dollars and there is in the tuition fund, collected and in the process of collection on the levies of the said board approximately three thousand dollars. It will require six thousand dollars to erect a suitable building for the proper accomodation of the pupils of the said district.

That the destruction by fire of the former school building has created an emergency for the immediate erection of a new school building that can be best met by the transferring the funds from the tuition to the building fund. That the transfer of said funds is a necessity. And in pursuance of the desire of said board of education and in compliance with the law the said board of education at its legally called meeting on the 4th. day of Feb. 1908, duly had, there being the following members present: J. M. Curry, J. F. McKitrick, S. J. Dodge, L. W. Hutchison and John W. Mitchell, the following resolution was passed, towit:

Whereas it is necessary that a new school building should be erected at New California, Ohio. by reason of the previous one having been totally destroyed by fire and that a new school building be at once erected for the accomodation of the pupils of this, the Jerome Township, Union County, Ohio, School District; and there is now $3000.00 to the credit of the building fund of said district; and that there will be needed the sum of $6000.00 immediately, for the purpose of such building and there is now in the process of collection by the treasurer of Union County upon the levy of the board of education of said district, the sum of three thousand ($3000.) dollars. tuition fund (approximately).

Therefore, Be it Resolved by the Board of Education of Jerome Township, Union County, Ohio. School District that it is necessary for the purpose of providing sufficient funds immediately available for the building of a school house in the said district to transfer $3000.00 from the tuition fund above mentioned to the building fund of said district.

Be it further Resolved that the president of the board be and that he

is hereby authorized to confer with the prosecuting attorney and to file or cause to be filed in the court of common pleas of this county the petition of this board of education as required by Sec. 2213-3 Revised Statutes of the State of Ohio and to take all necessary steps to procure an order from said court to transfer the said sum as indicated in the foregoing resolution.

The following proceedings on said resolution were had:

It was moved by G. J. Dodge and seconded by L. W. Hutchison that the resolution (the above copied resolution having been read) be adopted as read.

The Ays and Nays being called for the vote resulted as follows:- J. M. Curry, yes; J. S. McKitrick, Yes; G. J. Dodge, Yes; L. W. Hutchison, Yes; John W. Mitchell, Yes.

The motion was duly declared to be carried by the president.

That the resolution and the proceedings thereon fully appear in the minutes of said meeting.

Wherefore the said board of education prays the court for an order to transfer three thousand dollars from the tuition fund of the said district to the building fund of the same.

Frank J. Ballenger,
Attorney for the Petitioners.

State of Ohio, Union County, ss:-

J. M. Curry, being first duly sworn, says that he is the president of the board of education of Jerome Township, Union County, Ohio, school District, and that the allegations of the forgoing petition are true as he verily believes.

J. M. Curry.

Sworn to before me and subscribed in my presence this 4th. day of Feby. 1908.

(Seal) W. C. Vigor, Notary Public.

8730 Proof of Publication.

On March 14th. 1908, the following Proof of Publication was filed:-

In the matter of transferring the funds of the Jerome Township School District.

Court of Common Pleas,
Union County, Ohio,
March 14th. 1908.

Notice is hereby given that the Board of Education of Jerome Township, Union County, Ohio, School District, on the 7th. day of February, 1908, filed their petition in the Court of Common Pleas of Union County, Ohio, asking for an order to transfer funds from the tuition to the building fund of said district. The same will be for hearing on the 14th. day of March, 1908.

J. M. Curry, Pres.

W. C. Vigor, Clerk.

The State of Ohio, Union County, ss,

Personally appeared before me W. D. Shearer, and made solemn oath, that the notice, a copy of which is hereto attached was published for 1 week on and next after Feby 12, 1908, in the Marysville Tribune, a newspaper of general circulation in the County aforesaid.

W. D. Shearer.

Sworn to before me and signed in my presence this 14 day of March, A. D. 1908.

(Seal) Chas. Parrott, Clerk.

8730 Proof of Publication

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8730
Proof of Publication

On March 14th, 1908, the following Proof of Publication was filed:
In the matter of transferring the funds of the Jerome Township School District

Court of Common Pleas,
Union County, Ohio.
March 14th, 1908.

Notice is hereby given that the Board of Education of Jerome Township, Union County, Ohio, School District on the 7th. day of February, 1908, filed a petition in the Court of Common Pleas of Union County, Ohio, asking for an order to transfer funds from the tuition to the contingent fund of said school district. The same will be for hearing on the 14th. day of March, 1908.

J. M. Curry, President.

W. C. Vigor, Clerk.

State of Ohio, Union County, ss.

Personally appeared before me Lenard Amrine, book keeper, and made solemn oath, that the notice, a copy of which is hereto attached was published for consecutive weeks on and next after Feb. 13, 1908 in The Union County Journal, a newspaper of general circulation in county aforesaid.

Lenard Amrine.

Sworn to before me and signed in my presence this 14th day of March, A.D. 1908.

(Seal)

Hester McCrory, Deputy Clerk.

8730
Entry.

On March 14th, 1908, the following Entry was filed:-
In the matter of transferring the funds of the Jerome Township School District

Court of Common Pleas,
Union County, Ohio,
March 14th, 1908.

This case coming on to be heard on the petition and the evidence, the court finds that due notice by publication in the Marysville Tribune and The Union County Journal, two papers of opposite political parties of general circulation in the Jerome Township School District has been given.

The court finds that the petition states sufficient facts and that a necessity exists for the transfer of the funds asked for in the petition and that no injury will result by granting the prayer of the petition.

The prayer of the petition is therefore granted and it is ordered by the court that three thousand dollars ($3000.00) be transferred from the tuition fund to the building fund of the said Jerome Township School District as prayed for in the petition herein.

Attest: Charles Parrott, Clerk.
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 19th. day of April, 1907, the following Petition was filed with the Clerk of said Court, towit:

8635
Petition.

The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, Plaintiff.

Court of Common Pleas.
Union County, Ohio.
April 19th. 1907.

Vs.

J. M. Lowe, E. J. Jones, B. L. Robinson,
Alvi Graham, Lawson B. Harvey,
Dwight B. Edwards and Coe Howard, Defendants.

Plaintiff says that it is a corporation duly organized under the laws of Ohio, and that it owns and operates a line of railway through Union County, Ohio; that J. M. Lowe, E. J. Jones, and B. L. Robinson are the duly elected and acting Commissioners of Union County, Ohio; that Alvi Graham is the duly elected and acting Surveyor of said County; that Lawson B. Harvey is the duly appointed and acting Deputy of said Alvi Graham, as said County Surveyor; that Dwight B. Edwards is the duly elected and acting Auditor of said County; and that Coe Howard is the petitioner for the alleged County Ditch herein after described and referred to.

That plaintiff is the owner of a tract of land situated West of Milford Center, Ohio, in said County, which is used and occupied for the uses and purposes of its right of way in the location, construction and operation of its said line of railway.

Plaintiff now complains and says that on the 20th. day of August, 1906, a petition signed by defendant, Coe Howard, was filed with the Auditor of said County, praying the defendants, the Board of Commissioners of said County, to locate and establish an alleged County Ditch, known and designated as "The Hill Extension Ditch No. 779" on the following route, as described in said petition: Commencing at the outlet of an 8 inch tile on the C.C.C. & St.L. Right-of-way, which tile is the outlet for the lands of Coe Howard situated West of Milford Center; thence running in an Easterly direction along the South ditch of said railroad about 50 rods to a tile well in line of the Hill County Ditch No. 328, and there to terminate. Said tile well is about 20 rods West of the crossing of said railroad with the C.C.C. & St.L. Ry. in Milford Center.

Said petition also contains the following: "We ask that this ditch be constructed of tile to secure a good outlet for said 8 inch tile drain along said railroad ditch which continually keeps filling in with pebbles and debris from the railroad track, and this obstructs and stops the flow of the water in said 8 inch tile."

That after said petition was filed, such proceedings were had by said Commissioners on said petition that on September 24th, 1906, an order was made granting the prayer of said petition and directing Defendant Alvi Graham, as County Surveyor, to go upon the line of said ditch and perform such duties and make such reports and apportionments as are contemplated and specified in the sections of the Revised Statutes of Ohio upon such subjects.

That afterwards said Surveyor filed a report, but did not file any plat or profile of said alleged Ditch Improvement, as provided by law.

That by said report and the apportionment made by said Surveyor more than 65% of the total estimated costs of the proposed ditch is assessed against plaintiff. Said report and apportionment were on the 4th. day of February, 1907, in all respects confirmed by said Commissioners and Defendant, Lawson B. Harvey, as Deputy County Surveyor, was then directed to advertise the sale of the work of constructing said ditch for Saturday, April 20th. 1907; and the Auditor was directed to place the assessments on the duplicate and certify the same to the Treasurer for collection.

Plaintiff further says that said alleged County Ditch is located and is intended to be constructed in its entirety upon its said property and right of way and that said construction will subvert, defeat and destroy the exclusive and proper use by plaintiff of its right of way and property at said point thereon.

Plaintiff says that along its right of way and on the line of said proposed tile ditch it has constructed and is maintaining a side ditch necessary and sufficient to conduct to a proper outlet the water which accumulates alongside of its roadbed on account of the construction and operation of its said line of railway.

That said proposed and alleged County Ditch Improvement, petitioned for by said Corr Howard, and located and ordered to be constructed by said County Commissioners, is for the sole and avowed purpose of securing an outlet to an underground drain or ditch, located upon the lands of said Corr Howard and is for the sole use and benefit of said Corr Howard.

Plaintiff says that the location and construction of said proposed and alleged County Ditch is not conducive to the public health, convenience and welfare, but that under the guise of locating and constructing a County Ditch said Commissioners located and ordered to be constructed said alleged County Ditch and apportioned more than 65% of the cost thereof to the plaintiff for the special and private benefit of said Corr Howard, and to secure for him, as aforesaid, an outlet to his underground drain or ditch which is located and in operation on the land of said Corr Howard.

Plaintiff says that said Commissioners had no authority or jurisdiction in law to locate and order constructed said alleged Ditch Improvement.

Plaintiff further says that said apportionment, assessed against it and upon its lands, is unjust and unfair and that had it been made according to benefits, no part of the costs of said ditch would have been apportioned against it; and plaintiff says that whatever benefit might accrue to any lands assessed for the location and construction of said ditch, would accrue to Defendant, Corr Howard, alone, and that all the benefits therefrom would accrue to the lands of said Corr Howard.

Plaintiff therefore says that the location of said proposed and alleged County Ditch Improvement is unauthorized, illegal and oppressive; and that said apportionment and assessment upon plaintiff is unfair, inequitable, and grossly unjust.

Wherefore, plaintiff prays that the proceedings of the said Commissioners to locate and establish said alleged ditch may be declared void and held for naught; that the sale of the work of constructing said ditch, ad-

vertiord for Saturday, April 20th, 1907. be enjoined; that the gross injustice in the said apportionment of the costs and expenses of said improvement may be corrected; that said Auditor may be enjoined from levying and certifying to the Treasurer for collection the assessment or any part thereof, upon the lands and property of plaintiff; and that upon final hearing said Defendants and each of them be perpetually enjoined from locating, or constructing said ditch improvement upon the lands of plaintiff or levying any assessment upon plaintiff for the construction of such ditch improvement, and for all other and proper relief.

By C. B. Heisinman
Attorney for Plaintiff.

State of Ohio, Union County, ss.

C. B. Heisinman, being first duly sworn, says that he is the duly authorized attorney for the Plaintiff, which is a corporation; that the facts stated in the foregoing petition are within affiants personal knowledge and that the same are true.

C. B. Heisinman

Sworn to and subscribed by said C. B. Heisinman before me this 19th. day of April, 1907.

(Seal) Hester McCrory, Deputy Clerk.

8635 Entry.

On April 19th. 1907, the following Entry was filed:

The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, Plaintiff.
vs.
J. M Lowe, E. J. Joure, B. L. Robinson, Alvi Graham, Lawson B. Harvey, Dwight B. Edwards and Cora Howard, Defendants.

Court of Common Pleas, Union County, Ohio. April 19th. 1907.

This day this cause came on to be heard upon the petition, the affidavit thereto, and the application of the plaintiff for an injunction, as prayed for in the petition.

On consideration whereof, it is the order of the Court that a temporary injunction be allowed herein and said defendants are enjoined, pending the final hearing herein, as follows:-

The Defendants, Alvi Graham as County Surveyor, and Lawson B. Harvey, as Deputy County Surveyor, are enjoined from selling on the 20 th. day of April, 1907, the work of construction of the ditch known and designated as "The Hill Extension Ditch No. 779."

The Defendants, J. M. Lowe, E. J. Joure and B. L. Robinson, as the Commissioners of Union County, Ohio, are enjoined from taking any further steps looking to the construction of said Ditch Improvement.

The Defendant, Dwight B. Edwards, as the Auditor of Union County, Ohio, is enjoined from placing upon the duplicate and from certifying to the Treasurer for collection any assessment against the Plaintiff or upon its property on account of said ditch improvement.

It is ordered that said Order of Injunction shall issue upon the execution by the plaintiff of an undertaking, with surety to be approved by the Clerk of the Court, in the sum of $100.00, conditioned according to law.

8635 Undertaking.

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On April 19th. 1907. the following Undrtaking was filed:-
The State of Ohio, Union County, ss. Court of Common Pleas.
The P.C.C. & St.L. Ry. Co. Plaintiff.
Vs.
J. M. Lowe. et.al. Dfndants.

We bind ourselves to the said Dfndants in the sum of One Hundred Dollars, that the Plaintiff shall pay to the said Dfndants 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 19" day of April, 1907.

C. B. Huirman
W. C. Fullington.

This undrtaking approved by me, this 19 day of April, 1907.

(Seal) Chas. Parrott. Clerk of said Court.

8635
Prcipe.

On April 19th. 1907. the following Prcipe was filed:-
The P.C.C.& St. L. Ry. Co. Plaintiff.
Vs.
J. M. Lowe, et. al. Dfndants.

Court of Common Pleas,
Union County. Ohio,
April 19th. 1907.

To Clerk:

Issue Summons in the above entitled case to Sheriff of Union County for dfndants, J. M. Lowe, E. J. Jones, B. L. Robinson, Alvi Graham, Lawson B. Harvey, Dwight B. Edwards, Endorse: "Injunction allowed Equitable relief prayed for." returnable according to law.

C. B. Huirman, Atty. for Plaintiff.

8635
Summons.

On April 19th. 1907. the following Summons was issued:-
The P.C.C. & St. L. Ry. Co. Plaintiff.
Vs.
J. M. Lowe, et. al. Dfndants.

Court of Common Pleas.
Union County, Ohio,
April 19th. 1907.

To the Sheriff of said County:

You are hereby commanded to notify J. M. Lowe, E. J. Jones, B. L. Robinson, Alvi Graham, Lawson B. Harvey, Dwight B. Edwards, that they have been sued by the P.C.C. & St. L. Ry. Co. in the Court of Common Pleas of Union County, and must answer by the 18" day of May, A.D. 1907, or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.

Said Sheriff will make due return of this summons on the 29" day of April, 1907.

Witness my hand and the seal of said Court, this 19" day of April, 1907.

Chas. Parrott, Clerk.
By Hester McCrory, Deputy.

(Seal)

Sheriff's Return.

The State of Ohio, Union County.

Received this writ April 19" 1907, at six o'clock P.M. And on April 20" 1907, I served the within named J. M. Lowe, B. L. Robinson, E. J. Jones, Alvi Graham, L. B. Harvey and D. B. Edwards, by personally handing to each of them a true and certified copy thereof with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8635 Demurrer.

On May 18th. 1907 the following Demurrer was filed:-

The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, Plaintiff.

Vs.

J. M. Lowe, C. G. Jones, B.L. Robinson, Alvi Graham, Lawson B. Harvey, Dwight B. Edwards and Cora Howard, Defendants.

Court of Common Pleas, Union County, Ohio. May 18th, 1907.

Defendants demurs to the petition on the ground that it does not state facts sufficient to constitute a cause of action.

Frank J. Ballinger & Jaurd McCampbell, Attorneys for the Defendants.

3856 Petition.

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8635 Entry.

On January 6th, 1908, the following Entry was filed,

The P.C.C. & St.L. Ry. Co. Plaintiff

Vs.

J. M. Lowe, et. al, Defendants.

Court of Common Pleas, Union County, Ohio. January 6th. 1908.

This day the demurrer of Defendants overruled, and leave given to Defendants to answer by January 20th. 1908.

8635 Entry.

On January 20th. 1908, the following Entry was filed;

The P.C.C. & St.L. Railway Company, Plaintiff.

Vs.

J. M. Lowe, et. al, as Commissioners of Union County, Ohio, et. al, Defendants.

Court of Common Pleas, Union County, Ohio. January 20th. 1908.

This day this cause came on to be heard upon the demurrer to the petition, heretofore filed herein by the defendants; and the court having heard the arguments of counsel and being fully advised in the premises doth find that said demurrer is not well taken.

It is therfore the judgment and order of the court that said demurrer be and the same is hereby overruled; to which judgment and ruling of the court, the defendants except.

And the defendants, not desiring to plead to said petition further or to file an answer herein, it is the further judgment and order of the court that the plaintiff is entitled to the relief prayed for in the petition. It is therfore ordered and adjudged by the court that the temporary injunction heretofore allowed herein, be and the same is hereby made permanent; and the defendants are permanently enjoined from taking any steps towards the establishment and construction of the ditch described in the petition; and the defendants are ordered to pay the costs herein, taxed at $; to all of which orders and judgment of the court the defendants except.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

9856 Proof of Publication.

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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 John M. Brodrick, Judge of the said Court, at the January Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 5th. day of August 1881, the following Petition was filed with the Clerk of said Court, towit:

3856
Petition.

Court of Common Pleas,
Union County, Ohio.
August 5th, 1881.

Alonzo Chesley, Plaintiff.
vs.
Leona Chesley, Defendant.

The Plaintiff says:-

1st. He has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of the said county of Union.

2. On or about the 15th. day of August, A.D. 1879, at Dhanieburg, in the county of Union and State of Ohio, he was married to the defendant, and he has ever since conducted himself toward the said Leona Chesley as a faithful and obedient husband.

3. The defendant, disregarding her duties as a wife, left the said plaintiff on the 4th. day of May, 1880, without cause or justification therefor, so far as the plaintiff is concerned, and in every respect neglected and failed to act as a wife toward him and no part of the time lived with him since May 4, 1880, and by reason of which gross neglect of duty, he is entitled to be divorced from her, the defendant, and therefore asks the decree of said Court for such divorce.

R.L. Woodburn, Plaintiff's Atty.

State of Ohio, Union County, ss.

Alonzo Chesley, being first duly sworn, deposes and says that the facts and allegations made in his foregoing petition are true and that the said defendant, Leona Chesley, is not a resident of this State, and service by summons cannot be made upon her in this State, and that this is an action for divorce, and that the said defendant is a resident of the State of Illinois as affiant is informed, and whose post-office address is unknown to the affiant.

Alonzo Chesley.

Sworn to and subscribed before me by Alonzo Chesley in my presence this 5th. day of August, A.D. 1881.

W. M. Wright, Clerk.

3856
Proof of Publication.

On May 19th, 1882, the following Proof of Publication was filed:

Court of Common Pleas,
Union County, Ohio.
May 19th, 1882.

Alonzo Chesley, Plaintiff.
vs.
Leona Chesley, Defendant.

Leona Chesley, of the State of Illinois, whose residence is unknown to the petitioner, is notified that Alonzo Chesley did on the 5th. day of August, 1881, file his petition in the office of the Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, charging the said Leona Chesley with gross neglect of duty and asking that he may be divorced from the said Leona Chesley, which petition will stand for hearing at the next term of court.

Alonzo Chesley

R. L. Woodburn, attorney. August 17, 1881.

8700
Petition.

The State of Ohio, Union County, ss.
The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with August 17, 1881.

W. O. Shearer.

Sworn to and subscribed before me, this 19th. day of May, 1882.

(Seal) J. L. Burgner, Clerk.

3856
Entry.

On May 21st, 1882, the following Entry was filed:

Alonzo Cheeley, Plaintiff,
vs.
Leona Cheeley, Defendant.

Court of Common Pleas,
Union County, Ohio.
May 21st. 1882.

This cause coming on for hearing, was submitted to the court upon the pleadings and evidence; On consideration whereof the court find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the cause, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth. The Court further find, upon the evidence adduced, that she 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 Alonzo Cheeley and Leona Cheeley, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

3856
Entry.

On March 21st. 1908, the following Entry was filed:

Alonzo Cheeley, Plaintiff,
vs.
Leona Cheeley, Defendant.

Court of Common Pleas,
Union County, Ohio.
March 21st. 1908.

It appearing to the Court that the record of this case has not been made and that it is necessary that a record hereof be made; it is ordered by the Court that the Clerk of this Court do make up and record the same under the provisions of Section 5335 of the Revised Statutes of Ohio

It is ordered that plaintiff pay the costs herein taxed at $13.87.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

Court of Common Pleas,
Union County, Ohio,
December 17th. 1907.

Court continued and held at the Court House in Marysville, within and for Union County, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908,

Be it remembered that heretofore, to-wit, on the 17th. day of December, 1907. the following Petition was filed with the Clerk of said Court, to-wit:

8700
Petition.

The Commercial Bank, Plaintiff.
vs.
Cyrus N. Vaniss, Ella Vaniss, A.J. Ahlefeld, J.F. Andrews, C.W. Argo, Ida M. Argo, George W. Kleiglen, James W. Wadsworth, John R. Straus and Wm. A. Brodie, Trustees, Defendants.

Plaintiff is a corporation duly organized and existing under the laws of the State of Ohio.

First Cause of Action. Defendants, Cyrus N. Vaniss and Ella Vaniss, are indebted to plaintiff, on a promissory note, of which the following is a copy, with all indorsements, to-wit:

$800.00. Kenton, O., Nov. 17, 1906. No. 3

November 17, 1907, we promise to pay to the order of A.J. Ahlefeld and J.F. Andrews, Eight Hundred Dollars, at The Commercial Bank, Kenton, Ohio, value received, with eight per cent interest after maturity, payable annually, with N.Y. exchange.

This note is secured by mortgage on 119.40 acres of land in Washington Township, Union County, Ohio, and Lot #11, Dolbies 1st. Addition, Ada, Ohio.

P.O. Address, Ada, Ohio.

(Signed) Cyrus N. Vaniss.
(Signed) Ella Vaniss.

Indorsements: (Signature) A.J. Ahlefeld. (Signature) J.F. Andrews.

There is no credit on said note.

There is due plaintiff from said defendants, Cyrus N. Vaniss and Ella Vaniss, on said note, the sum of eight hundred dollars with eight per cent interest from November 17, 1907.

Second Cause of Action. Defendants, Cyrus N. Vaniss and Ella Vaniss are indebted to plaintiff, on a promissory note, of which the following is a copy, with all indorsements, to-wit:

$28.00. Kenton, O. Nov. 17, 1906. No. 2,

November 17, 1907, we promise to pay to the order of A.J. Ahlefeld and J.F. Andrews Twenty Eight Dollars, at The Commercial Bank, Kenton, Ohio, value received, with eight per cent interest after maturity, payable annually, with N.Y. Exchange.

This note is secured by mortgage on 119.40 acres of land in Washington Township, Union County, Ohio, and Lot #11, Dolbies 1st. Addition to Ada, Ohio.

P.O. Address, Ada, Ohio.

(Signed) Cyrus N. Vaniss
(Signed) Ella Vaniss

Indorsements: (Signature) A.J. Ahlefeld. (Signature) J.F. Andrews.

There is no credit on said note.

There is due plaintiff from said defendants, Cyrus N. Vaniss and Ella Vaniss, on said note, the sum of twenty right dollars with right per cent

interest from November 17, 1906.

Third Cause of Action. At the time of the delivery of said promissory notes above referred to, and to secure the payment of the same, defendants Cyrus N. Haines and Ella Haines, who are husband and wife, duly executed and delivered to the said payee thereof, their mortgage deed conveying the following premises, to-wit:

Tract One: Situated in the Township of Washington in the County of Union, and State of Ohio and bounded and described as follows:- Beginning at a stone in the centre of the Rush Creek Grant road at the N. E. corner of a tract of land containing 19.46 acres conveyed by James D. Haines to Cyrus N. Haines March 9 1889; thence with the easterly line of said tract S.6 degrees 45 minutes E. 90 poles to a stone (witnessed by a Black Ash) at the S. E. corner of said tract in the North line of Survey No. 9897; thence with said line N. 83 degrees E. 79.60 poles to a stone at the N. W. corner of Samuel R. Haughton land; thence with the west line of said South 7 degrees E. 108.23 poles to a stone at the N. E. corner of the lands of Robert Moodie, Sr.; thence with two consecutive lines of said land S. 82 degrees 30 minutes W. 89 poles to a stone; and thence S. 6 degrees 45 minutes E. 46.76 poles to a stone a corner to said land in the north line of Thomas Hicks' land; thence with said line S. 83 degrees 15 minutes W. 36.40 poles to a stone a corner to the lands of Casper A. Haines and Elizabeth Haines; thence with two consecutive lines of said land N. 6 degrees 15 minutes W. 153.20 poles to a stone and thence N. 83 degrees 45 minutes W. 48 poles to a stone a corner to said land in the centre of said Rush Creek Gravel Road; thence with two consecutive lines following the centre of said road N. 44 degrees 15 minutes E. 67.80 poles to a stone and thence N. 62 degrees 45 minutes E. 12.40 poles to the beginning, containing 119.40 acres more or less.

Tract Two: Situated in the Village of Ada in the County of Hardin in the State of Ohio, and being Lot number Eleven (11) in Dobbins First Addition to the Village of Ada, Hardin County, Ohio.

Said mortgage deed is conditioned that if the said defendants, Cyrus N. Haines and Ella Haines should pay the said promissory notes according to the tenor of the same, the said mortgage deed should be void; otherwise, the same should remain in full force and virtue in law.

On the 17th. day of November, 1906, at 9 o'clock forenoon, said mortgage deed was duly filed for record in the office of the recorder of said Union County, Ohio, and was duly recorded at page 449 of volume 55 of the Mortgage Records of said county.

On the 16th. day of November, 1906, at 1 o'clock and 31 minutes afternoon, said mortgage deed was duly filed for record in the office of the recorder of Hardin County, Ohio, and was duly recorded at page 485 of volume 65 of the Mortgage Records of said County.

Said mortgage deed (and said promissory notes) have been duly assigned by defendants, A. G. Mayfield and J. F. Andrews and by them delivered to plaintiff, and plaintiff is now the owner of the same.

Each and every defendant claims an interest in said premises, the nature of which is to plaintiff unknown, and unless such interest be fully set forth, the same will be a cloud upon the title to the same at the time of sale.

Wherefore, plaintiff prays: that it may be awarded judgment against

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defendants Cyrus N. Haines and Ella Haines for the sum of eight hundred and twenty eight dollars with interest at the rate of eight per cent from November 17, 1907, that each and every defendant be required to answer and set forth the nature and extent of the interest claimed in said premises, or be forever barred from asserting the same; that plaintiff's said mortgage be foreclosed; that the priorities of liens be determined; that said premises be sold, and the proceeds of sale distributed according to law; and that plaintiff may have all other proper relief.

Phil M. Crow
Attorney for plaintiff.

The State of Ohio, County of Hardin, ss:-

Phil M. Crow, being duly sworn, says that he is the attorney of plaintiff, duly authorized in the premises; that plaintiff is a corporation; that plaintiff's Petition is founded upon written instruments for the payment of money which instruments are in the possession of affiant; and that affiant verily believes the allegations and averments contained in the foregoing Petition, are true.

Phil M. Crow.

Subscribed and sworn to before me this 14th. day of December 1907.

Albert M. Tidd
Notary Public, Hardin County, Ohio.

(Seal)

$700 Waiver.

On December 17th. 1907, the following Waiver was filed:-

The Commercial Bank, Plaintiff.
Vs.
Cyrus N. Haines, Defendants.

Court of Common Pleas,
Union County, Ohio.
December 17th. 1907.

We hereby severally waive the issuing and serving of summons on us, and do voluntarily enter our appearances, severally, to the same.

Kenton, Ohio. December 14th. 1907.

James W. Wadsworth, John A. Strang, and Wm. A Brodie, Trustees, by Phil. M Crow, their attorney.
A.J. Ahlfeld, J.F. Andrews, by Phil M. Crow, their attorney.

$700 Praecipe.

On December 17th. 1907, the following Praecipe was filed:-

The Commercial Bank, Plaintiff.
Vs.
Cyrus N. Haines, et.al. Defendants.

Court of Common Pleas,
Union County, Ohio
December 17th. 1907.

To the Clerk:

Issue summons to sheriff of Hardin county, Ohio, for defendants, Cyrus N. Haines, Ella Haines, C.W. Argo, Ida M. Argo and George W. Klingler, indorsed "Action for money, amount claimed $828 with 8% from November 17, 1907 and foreclosure of mortgage."

Phil M. Crow,
Attorney for Plaintiff.

$700 Summons.

On December 17th. 1907, the following Summons was issued:-

The Commercial Bank, Plaintiff.
Vs.
Cyrus N. Haines, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
December 17th. 1907.

To the Sheriff of Hardin County:

You are hereby commanded to notify Cyrus N. Haines, Ella Haines, C. W. Argo, Ida M. Argo, and George W. Klingler, that they have been sued

by the Commercial Bank, in the Court of Common Pleas of Union County and must answer by the 18th. day of January, A.D. 1908, 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 December, A.D. 1907.

Witness my hand and the seal of said Court, this 17th. day of December, A.D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriffs Return.

The State of Ohio, Hardin County, ss.

Received this writ Dec. 18, A.D. 1907, at 10 o' clock A. M., and served same Dec. 20th 1907, by delivering to the within named Cyrus N. Haines and Ella Haines a true and certified copy of this writ with all the endorsements thereon and by summons and waiver and acknowledgment of service by C. W. Faulkner, attorney for C. W. Argo + Ida M. Argo and George W. Klingler not found in my bailiwick.

Benj. F. Scott, Sheriff
Per A. G. Ramsey, Dept.

8700 Waivers.

On December 24th. 1907, the following Waiver was filed:

The Commercial Bank, Plaintiff
Vs
Cyrus N. Haines et al, Defendants.

Court of Common Pleas,
Union County, Ohio.
December 24th. 1907.

I hereby waive the service of the within summons on C. W. Argo + Ida M. Argo, and voluntarily enter their appearance in the within entitled cause.

C. W. Faulkner, Atty. for
C. W + Ida M. Argo.

1700. Answer and Cross-Petition of J. W. Wadsworth, J. R. Straug and Wm. A. Brodie, Trustees.

On January 18th. 1908, the following Answer and Cross-Petition was filed:-

The Commercial Bank, Plaintiff.
Vs
Cyrus N. Haines and others, Defendants.

Court of Common Pleas,
Union County, Ohio,
January 18th. 1908.

First Cause of Action: On the 16th. day of November, 1906, defendants, Cyrus N. Haines and Ella Haines executed and delivered to answering defendants, J. W. Wadsworth, J. R. Straug and Wm. A. Brodie, Trustees, a promissory note, of which the following is a copy:

$ #200. #

Nov. 16th. 1906. No. 6.

Nov. 16th. 1911, we promise to pay to the order of J. W. Wadsworth, J. R. Straug and Wm. A. Brodie, Trustees, Forty Two Hundred Dollars at Commercial Bank, Kenton O., value received, with eight per cent interest after maturity payable annually with N. Y. Exchange.

This note is secured by mortgage on 119 acres of land in Washington Township, Union County, Ohio,

(Signed) Cyrus N. Haines
(Signed) Ella Haines.

P. O. Address, Ada, O., Box 249.

There is no credit nor indorsement on said note.
No payment has been made on said note.
Answering defendants are now the owners of said note.

Second Cause of Action: On the 16th. day of November, 1906, defendants,

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Cyrus N. Haines and Ella Haines executed and delivered to answering defendants a promissory note of which the following is a copy:

"$210. # Nov. 16th. 1906. No. 1.

Nov. 16th. 1907, we promise to pay to the order of J. W. Wadsworth, J. R. Straug, and W. A. Brodie, Trustees, Two Hundred and Ten dollars at Commercial Bank, Kenton, O., value received, with eight per cent interest after maturity, payable annually, with N. Y. Exchange.

This note is secured by Mortgage on 119 acres of land in Washington Township, Union county, Ohio.

(Signed) Cyrus N. Haines.
(Signed) Ella Haines.

P. O. Address, Ada, O., Box 249.

The consideration of said note is interest at the rate of five per cent on the note set forth in First Cause of Action above, from November 16, 1906, to November 16, 1907.

There is no payment nor indorsement on said note, nor has any payment been made thereon.

Answering defendants are the owners of said note.

Third Cause of Action: On the 16th. day of November, 1906, defendants Cyrus N. Haines and Ella Haines executed and delivered to answering defendants a promissory note, of which the following is a copy:

$210. # Nov. 16th. 1906. No. 2.

Nov. 16th. 1908, we promise to pay to the order of J. W. Wadsworth, J. R. Straug and Wm. A. Brodie, Trustees, Two Hundred and Ten Dollars, at Commercial Bank, Kenton, O., value received, with eight per cent interest after maturity, payable annually, with N. Y. Exchange.

This note is secured by mortgage on 119 acres of land in Washington Township, Union County, Ohio.

(Signed) Cyrus N. Haines.
(Signed) Ella Haines.

P. O. Address, Ada, O., Box 249.

The consideration of said note is interest at the rate of five per cent on the note set forth in First Cause of Action above, from November 16, 1907, to November 16, 1908.

There is no payment nor indorsement on said note, nor has any payment been made thereon.

Answering defendants are the owners of said note.

Fourth Cause of Action: On the 16th. day of November, 1906, to secure the payment of the promissory notes above set forth in said several causes of action, defendants Cyrus N. Haines and Ella Haines executed and delivered to answering Defendants their certain mortgage deed by the terms of which they duly conveyed to answering defendants all the real estate described in plaintiffs Petition, as Tract One in the Third Cause of Action.

Said mortgage deed contains the condition that if any installment of interest, or any part thereof, on any note, shall become due and payable and remain unpaid, then the whole amount of principal and accrued interest shall at the option of the holder of the same, become due and payable and said mortgage foreclosed accord-

nigly.

Answering defendants elect that all said mortgage indebtedness be now due, and that said mortgage be foreclosed accordingly.

And said mortgage deed further contains the condition that if said Cyrus N. Haines and Ella Haines shall well and truly pay the said promissory notes according to the tenor of the same, said mortgage deed shall be void; but otherwise, the same shall remain in full force and virtue in law.

The conditions of said mortgage have become absolute.

On the 22nd. day of November, 1906. at the hour of eight o'clock and thirty minutes forenoon, said mortgage deed was duly filed for record in the office of the Recorder of Union County, Ohio, and was by said Recorder duly recorded at page 448 of volume 55 of the mortgage Records of said County.

Said indebtedness so represented by said notes and mortgage deed are the first lien on said premises so described in said Petition as Tract One, in Third Cause of Action.

Wherefore Answering Defendants Pray; that an account be taken of the amount due answering defendants on said promissory notes; that they be awarded judgment for same; that the amount of such judgment be decreed to be the first lien on said 119.40 acres of land described as Tract One in Third Cause of Action contained in plaintiffs Petition; that said mortgage be foreclosed; that said amount be paid answering defendants out of the proceeds of sale; and that answering defendants may have all other proper relief in equity.

Phil M. Crow,
Attorney for answering defendants.
J.W. Wadsworth, J.A. Straug and
Wm. A. Brodie, Trustees.

The State of Ohio, County of Hardin, SS:

Phil M. Crow, being duly sworn, says he is the attorney of record for said answering defendants, J.W. Wadsworth, J.A. Straug and Wm. A. Brodie, Trustees, duly authorized in the premises; that the forgoing pleading is founded upon written instruments for the payment of money, which instruments are now in affiants possession; and that affiant verily believes the allegations contained in said pleading to be true.

Phil M. Crow.

Subscribed and sworn to before me this 18th. day of January, 1908.

Albert M. Tidd,
Notary Public, Hardin County, Ohio.

$700 Entry.

(Seal)

On January 29th. 1908, the following Entry was filed:-

The Commercial Bank, Plaintiff.
vs.
Cyrus N. Haines, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
January 29th, 1908.

This day leave was given to defendants, C.W. and Ida Argo to file answer and cross-petition in this cause and same filed.

$700 Answer and Cross-Petition of C.W. and Ida Argo.

On January 29th, 1908. the following Answer and Cross-Petition was filed:-

The Commercial Bank, Plaintiff.
vs.
Cyrus N. Haines, Ella Haines, A.G. Ahlefeld, J.E. Andrews, C.W. Argo, Ida M. Argo, Geo. W. Slingluff,

Court of Common Pleas,
Union County, Ohio.
January 29th, 1908.

and James W. Wadsworth, John
R. Straug and Wm. A. Brodie, Trustees, Defendants.

Now come the defendants, C. W. Argo and Ida M. Argo, and by leave of court first obtained, for their separate answer and cross-petition herein, say:-

That they have no knowledge of the matters and things set forth in the petition of the plaintiff filed herein, and therefore denies the same excepting the record of the mortgage as set out in the Third Cause of Action in said petition and the corporate existence of plaintiff. Which are admitted.

By way of Cross-petition, said answering defendants aver:-

1. That on the 26th. day of October, A.D. 1907, the defendants, Cyrus N. Vaniss and Ella Vaniss, his wife, in consideration of the sum of $ conveyed to these answering defendants in fee-simple, the real estate described as Tract Two in the plaintiffs' Petition and in said deed covenanted that the title so conveyed was clear, free and unincumbered, excepting a certain mortgage lien for the sum of $1700.00, which mortgage said answering defendants, as grantees, assumed and agreed to pay.

2. At the date of the execution of the said deed by said defendants, Cyrus N. Vaniss and Ella Vaniss, to these answering defendants, the said defendants Vaniss were the owners of the real estate described as Tract One in said Plaintiff's Petition.

3. At the time of making and delivering said deed by said defendants, Cyrus N. Vaniss and Ella Vaniss to these answering defendants said real estate described as Tract Two in the petition of said plaintiff was subject to a lien for taxes for general State, County, Township, School and Municipal purposes duly levied and assessed and standing charged on the Grand Duplicate for the Village of Ada, Ohio, in the Treasurer's Office of Hardin County, Ohio, for the years 1906 and 1907.

4. In January of the year 1908, said taxes had become delinquent and the real estate described in the deed to these answering defendants and being the same real estate described as Tract Two in the petition filed herein was advertised by the Treasurer of Hardin County, Ohio, to be sold for taxes on the 20th. day January, 1908.

5. In order to prevent said real estate from being sold away from these answering defendants, they were compelled to pay and did pay said taxes for the year 1906, which amounted to the sum of $42.32, including penalties, and there is now charged and unpaid for the year 1907, taxes and penalties, amounting to $39.04.

Wherefore these answering defendants pray that the real estate described in the petition filed herein as Tract One be first sold and that the money arising from the sale thereof, be applied to the payment of plaintiffs' said mortgage claim in full in the order of its priority; that they may have judgment against the defendants, Cyrus N. Vaniss and Ella Vaniss for the sum of $81.36 with interest on $42.32 from January 20, 1908, and that said amount be ordered paid to these answering defendants out of the money arising from the sale of said Tract One in the order of its priority, and that said answering defendants may have such other and further relief as may be just and equitable.

C. W. Faulkner.
Attorneys for C.W. and Ida M. Argo.

The State of Ohio, Hardin County, ss.

C.W. Faulkner being first duly sworn, says that he is the attorney of the answering defendants, C.W. Argo and Ida M. Argo, duly authorized herein, that the facts alleged in the above pleading are within affiants personal knowledge, and that the facts stated in the above pleading are, as affiant believes, true.

C.W. Faulkner.

Sworn to before me and signed in my presence by the said C.W. Faulkner this 28th. day of January, A.D. 1908.

Thomas C. Mahon,
(Seal) Notary Public, Hardin Co., O.

$700 Entry. On January 31st. 1908, the following Entry was filed:-

The Commercial Bank, Plaintiff,
vs.
Cyrus N. Haines, and others, Defendants.

Court of Common Pleas,
Union County, Ohio.
January 31st. 1908.

This day the plaintiff appears in person and by his attorney, Phil M. Crow, and the Court finding that defendants, Cyrus N. Haines and Ella Haines are in default for answer or other pleading, this cause is submitted on plaintiffs Petition and the evidence.

On consideration whereof the Court finds that the allegations and averments contained in said Petition are true, and that there is due to plaintiff from said defendants, Cyrus N. Haines and Ella Haines, on the promissory notes and mortgage set forth in said Petition, eight hundred and thirty seven dollars and twenty cents ($837.20), with interest at the rate of eight per cent from the first day of this term of the Court, towit, January 6, 1908, which sum is a good and valid lien on all of the premises described in said Petition.

It is therefore considered that the plaintiff, The Commercial Bank, recover from defendants, Cyrus N. Haines and Ella Haines, said sum of eight hundred and thirty seven dollars and twenty cents ($837.20), with interest at the rate of eight per cent from January 6th. 1908, payable annually, and also its costs incurred in this suit.

And it is ordered and decreed that unless the costs of this suit and the said amount due plaintiff as above, with interest, shall be paid within three days from the date of this decree, the equity of redemption of defendants in said premises shall be foreclosed, and an order shall be issued to the sheriff of said Union County, Ohio, directing him to appraise, advertise and sell the premises described in said Petition.

But for good cause shown, it is ordered that said Sheriff shall first appraise, advertise and sell the premises described as Tract One in the Third Cause of Action in said Petition described, before appraising, advertising and selling the premises described as Tract Two in said Third Cause of Action.

And for said appraisement of said premises described as Tract One, said shriff shall select appraisers from said Union County, Ohio, and for said appraisement of said premises described as Tract Two, said shriff shall select appraisers from Hardin County, Ohio.

And the said sale of said premises described as Tract One shall be advertised in Union County, Ohio; but the said sale of said premises described as Tract Two shall be advertised in Hardin County, Ohio.

And for good cause shown, advertisement of sale in a german newspaper is dispensed with.

And said Sheriff shall report his proceedings to this Court without delay.

8700. Prcipe. On February 11th, 1908, the following Prcipe was filed:-

The Commercial Banks, Plaintiff.
Vs.
Cyrus N. Haines, and others, Defendants.
To the Clerk:

Court of Common Pleas,
Union County, Ohio.
February 11th, 1908.

Issue order of sale to Shriff of Union County, Ohio, for the tract of land in Union County, Ohio, as described in the decree in the above entitled action.
Terms of sale, cash.
February 10, 1908.

Phil M. Crow,
Attorney for plaintiff.

8700 Order of Sale. On February 11th, 1908, 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 31st. day of January, 1908, The Commercial Bank obtained a judgment and decree against Cyrus N. Haines and Ella Haines for the sum of Eight Hundred Thirty-seven & 20/100 Dollars, and Seventeen and 63/100 Dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Cyrus N. Haines and Ella Haines within three days from the 31st day of January, A.D. 1908, pay unto the said The Commercial Bank the said sum of Eight Hundred Thirty seven & 20/100 Dollars, with interest from the 6th day of January, 1908, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Shriff 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 Eight Hundred Thirty-seven & 20/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record;

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

Tract One. Situated in the township of Washington in the County of Union and State of Ohio, and bounded and described as follows:- Beginning at a stone in the center of the Rush Creek Gravel road at the N. E. corner of a tract of land containing 19.46 acres conveyed by James D. Haines to Cyrus N. Haines March 9, 1889; thence with the easterly line of said tract 6 degrees 45 minutes E. 90 poles to a stone (witnessed by a Black Ash) at the S. E. corner of said tract in the North line of Survey No. 9897; thence with said line N. 83 degrees E. 79.60 poles to a stone at the N. W. corner of Samuel P. Haughton land; thence with the west line of said South 7 degrees E. 108.23 poles to a stone at the N. E. corner of the lands of Robert Moodie, Sr.; thence with two consecutive lines of said land S. 82 degrees 30 minutes W. 89 poles to a stone; and thence S. 6 de-

grees 15 minutes E. 45.76 poles to a stone a corner to said land in the North line of Thomas Hicks land; thence with said line S. 83 degrees 15 minutes W. 36.40 poles to a stone a corner to the lands of Caspar A. Haines and Elizabeth Haines; thence with two consecutive lines of said land N.6 degrees 15 minutes W. 153.20 poles to a stone and thence N. 33 degrees 45 minutes W. 48 poles to a stone a corner to said land in the center of said Rush Creek Gravel Road; thence with two consecutive lines following the center of said road N. 44 degrees 15 minutes E. 67.80 poles to a stone and thence N. 62 degrees 45 minutes E. 12.40 poles to the beginning, containing 119.40 acres more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville, this 11th. day of February, A.D. 1908.

Charles Parrott, Clerk.
By Hester McCrory, Deputy Clerk.

(Seal)

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 12th day of Feby. 1908, summon D. A. Dixon, H. B. Evans and J. D. Berry, 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 12th day of Feby. A.D. 1908, said appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Seven Thousand Seven Hundred and Sixty one 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 12th day of Feby. 1908, 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. 1908, at one o'clock P. M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did, on said 14th day of March, A.D. 1908, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came J. D. Cox, who bid for the same the sum of Six Thousand, Seventy-nine + 70/100 Dollars, and said sum being more than two-thirds of the appraised value thereof, and said J. D. Cox being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Six Thousand Seventy nine + 70/100 Dollars.

D. C. Bolenbaugh,
Sheriff.

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Land Appraisal

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C. Bolenbaugh,
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8700
Land
Appraisal

On February 14th, 1908, the following Land Appraisal was filed:
The Commercial Bank, Plaintiff.
vs.
Cyrus N. Haines, et.al. Defendants.

Court of Common Pleas,
Union County, Ohio.
February 14th, 1908.

We, the undersigned disinterested freeholders and residents of Union County, and State of Ohio, having been duly summoned and sworn by D. C. Bolenbaugh, Sheriff of said County, impartially to appraise upon actual view, the following described lands and tenements, to-wit:

Situated in the Township of Washington, in the County of Union, and State of Ohio, and bounded and described as follows: Beginning at a stone in the center of the Rush Creek Gravel road at the N. E. corner of a tract of land containing 19 46/100 acres conveyed by James D. Haines to Cyrus N. Haines March 9th 1889; thence with the eastern line of said tract S. 6° 45' E 90 poles to a stone (witnessed by a black ash) at the S. E. corner of said tract in the north line of survey No. 9897, thence with said line N. 83° E. 79 60/100 poles to a stone at the N. W. corner of Samuel D. Houghton land; thence with the W. line of said land S. 7° E. 108 23/100 poles to a stone at the N. E. corner of the lands of Robert Moodie Sr. thence with two consecutive lines of said land S. 82° 30' W. 89 poles to a stone; thence S. 6° 45' E. 45 76/100 to a stone a corner to said land in the north line of Thomas Hicks land; thence with said line S. 83° 15' W. 36 40/100 poles to a stone a corner to the lands of Caspar A. Haines and Elizabeth Haines; thence with two consecutive lines of said land N. 6° 15' W. 153 20/100 poles to a stone and thence N. 33° 45' W. 48 poles to a stone a corner to said land in the center of said Rush Creek Gravel Road; thence with two consecutive lines following the center of said road N. 44° 15' E. 67 80/100 poles to a stone and thence N. 62° 45' E. 12 40/100 poles to the beginning, containing 119.40/100 acres more or less, to be sold on an Order of Sale issued from the Court of Common Pleas of said County, in the action of The Commercial Bank, Plaintiff, against Cyrus N. Haines and Ella Haines, Defendants, do forthwith, after actual view of said premises, make return and say what the same are of the real value in money of Seven Thousand Seven Hundred & Sixty One Dollars.

Given under our hands and seals this 12th day of Febry. 1908.

L. A. Dixon (Seal)
H. B. Evans (Seal)
J. D. Berry (Seal)

State of Ohio, Union County.

I hereby certify that the within named Appraisers, L. A. Dixon, H. B. Evans and J. D. Berry are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 12th day of Febry. 1908.

D. C. Bolenbaugh, Sheriff.

8700
Proof of
Publication.

On March 14th, 1908, the following Proof of Publication was filed:
The Commercial Bank, Plaintiff.
vs.
Cyrus N. Haines, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
March 14th, 1908.

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 the 14th. day of March, 1908, 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: Beginning at a stone in the center of the Rush Creek Grave Road at the N. E. corner of a tract of land containing 19 46/100 acres conveyed by James D. Vaiurs to Cyrus N. Vaiurs, March 9th, 1889; thence with the eastrly line of said tract S. 60° 45' E. 90 poles to a stone witnessed by a black ash at the S. E. corner of said tract in the N. line of survey No. 9899; thence with said line N. 83° E. 79 60/100 poles to a stone at the N.W. corner of Samuel D. Houghton's land; thence with the W. line of said land S 7° E. 108 28-100 poles to a stone at the N. E. corner of the lands of Robert Moodie, Sr.; thence with two consecutive lines of said land S. 82° 30' W. 89 poles to a stone; thence S 6° 45' E. 45 76-100 poles to a stone a corner to said land in the N. line of Thomas Hicks' land; thence with said line S. 83° 15' W. 36 40-100 poles to a stone a corner to the lands of Casper A. Vaiurs and Elizabeth Vaiurs; thence with two consecutive lines of said land N. 6° 15' W. 153 20-100 poles to a stone and thence N. 83° 45' W. 48 poles to a stone a corner to said land in the center of said Rush Creek Grave Road; thence with two consecutive lines following the center of said road N. 44° 15' E 67 80-100 poles to a stone, and thence N. 62° 45' E. 12 40-100 poles to the beginning, containing 119 40-100 acres, more or less.

Appraised at

Terms of sale: Cash.

Phil M. Crow, Attorney.

D. C. Bolenbaugh,
Sheriff of Union County, Ohio.

The State of Ohio, Union County, ss.

Personally appeared before me W. O. Shearer, and made solemn oath, that the notice, a copy of which is hereto attached was published for 5 consecutive weeks on and next after Feby. 12, 1908, 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 March, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

8745.
Petition.

8745.
Petition.

Court of Common Pleas.
Union County, Ohio.
March 28th. 1908.

Be it remembered that heretofore, towit, on the 28th. day of March, 1908, the following Petition was filed with the Clerk of said Court, towit:

The Union Banking Company, Plaintiff,
Vs.
G. E. Thompson and Mrs. G. E. Thompson, Defendants.

The Plaintiff says that it is a corporation duly organized under the laws of the State of Ohio, that its action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon.

$400.00/100. Marysville, O., Mch. 6, 1906.

One day after date for value received, we, or either of us promise to pay to The Union Banking Company, or order, at Marysville, Ohio, at the Banking House of said Company, at Marysville, Ohio, Four Hundred Dollars, with interest at 8 per cent. after maturity. All overdue interest to bear right per cent payable annually. 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, waive the issuing and service of process against us or either of us and confess judgment in favor of The Union Banking Company or the legal holder thereof against us or either of us, for the amount that may then 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.

No. 3576.
Due Mch. 7/06.

G. E. Thompson. (Seal)
Mrs. G. E. Thompson. (Seal)

The following are all the indorsements on said note:
Pd. $70.00- August 29/06.
Int. Pd. to March 29th. 07.

There is due to Plaintiffs from the Defendants on said note, the sum of Three Hundred and Fifty Six and 32/100 Dollars, which claim with interest from the 28th. day of March, A. D. 1908, at 8 per cent. per annum, and for which with costs of suit, Plaintiff asks judgment against the Defendants.

Frank J. Ballinger
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Frank J. Ballinger, being sworn, says that he is the Attorney for the Plaintiff and that he has personally inspected the above mentioned note, and that the facts stated and allegations in said Petition are, as affiant believes, true.

Frank J. Ballinger.

Sworn to before me, and signed in my presence, this 28th. day of March, A.D. 1908.

Charles Parrott,
Clerk of Courts.

(Seal)

8745
Answer.

On March 28th. 1908. the following Answer was filed:-

The Union Banking Company, Plaintiff.
vs.
G. E. Thompson and Mrs. G. E. Thompson, Defendants.

Court of Common Pleas,
Union County, Ohio.
March 28th. 1908.

The Defendants, G. E. Thompson and Mrs. G. E. Thompson, by Milo L. Myers, 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 the appearance of said Defendant herein; and said Defendants by Milo L. Myers, their said Attorney duly authorized as aforesaid, say that they cannot gainsay or protest the facts stated and allegations in the petition of said Plaintiff herein filed against Defendants, but acknowledge and confess the same to be true, and say that they are indebted to the Plaintiff on the said note in manner and form as the Plaintiff has in its Petition set forth, and that the amount due upon said indebtedness at this day is the sum of Three Hundred and Fifty Six and 32/100 Dollars, bearing interest at 8 per cent per annum, and therefore, for that sum, with interest from March 28, 1908, at 8 per cent. per annum and accruing costs they confess judgment in favor of the Plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein.

Milo L. Myers,
Attorney for Defendant.

8745
Entry.

On March 28th. 1908 the following Entry was filed:

The Union Banking Company, Plaintiff.
vs.
G. E. Thompson & Mrs. G. E. Thompson, Defendants.

Court of Common Pleas,
Union County, Ohio.
March 28th. 1908.

This day came the Plaintiff by Frank J. Ballinger, its Attorney: and filed its Petition against said Defendants, G. E. Thompson and Mrs. G. E. Thompson and thereupon Milo L. Myers, one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendants, G. E. Thompson and Mrs. G. E. Thompson, and whereby virtue of a warrant of Attorney for that purpose duly executed by said Defendant, and now produced in open Court and duly proven, waived the issuing and service of process, and entered the appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of Three Hundred and Fifty Six and 32/100 Dollars, $ 356.32, 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 that said The Union Banking Company, Plaintiff do recover from said G. E. Thompson and Mrs. G. E. Thompson, Defendants, the said sum of Three Hundred and Fifty Six & 32/100 Dollars, $ 356.32, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 28 day of March, 1908, at the rate of 8 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

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Answer.

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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 John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1908. Be it remembered that heretofore, towit, on the 28th. day of March, 1908, the following Petition was filed with the clerk of said Court, towit:

8746
Petition

The Union Banking Company, Plaintiff.
Vs.
G. E. Thompson and Mrs. G. E. Thompson, Defendants.

Court of Common Pleas,
Union County, Ohio.
March 28th, 1908.

The Plaintiff says that it is a corporation duly incorporated under the laws of Ohio, that its action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

$ 262.00. Marysville, Ohio. Dec. 12, 1906.

Ninety days after date, for value received, we or either of us promise to pay to the Union Banking Company, or order at the banking house of the said company at Marysville, Ohio, Two hundred and sixty two dollars, with interest at 8 per cent after maturity and from date.

And we hereby authorize any attorney-at-law to appear for us or either of us, in an action on the above note, at any time after the same becomes due in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us, or either of us, and confess judgment in favor of the said The Union Banking Company against us or either of us for the amount that may be due thereon, with costs of suit, and to waive and release all errors in said proceedings, petitions in error and their right of appeal from the judgment rendered.

Witness our hands and seals this 12 day of Dec. A.D. 1906.

G. E. Thompson.
Mrs. G. E. Thompson.

No. 872 due Mch. 12, 1907.

There is due to Plaintiff from the Defendants on said note, the sum of Two hundred and eighty nine and 13/100 Dollars, which it claims with interest from the 28th. day of March, A.D. 1908, at 8 per cent. per annum, and for which with costs of suit, it asks judgment against the Defendants.

Frank J. Ballinger.
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Frank J. Ballinger, being sworn, says that he is the attorney for the above plaintiff and that he has personally inspected the above described note and has the same in his possession, and that the facts, stated and allegations in said Petition are, as affiant believes, true.

Frank J. Ballinger.

Sworn to before me, and signed in my presence, this 28 day of March, A.D. 1908.

(Seal) Charles Parrott. Clerk of Courts.

8746
Answer.

On March 28th., 1908, the following Answer was filed:-

The Union Banking Company, Plaintiff.
Vs.
G. E. Thompson and Mrs. G. E. Thompson, Defendant.

Court of Common Pleas,
Union County, Ohio.
March 28th, 1908.

The Defendants, G. E. Thompson and Mrs. G. E. Thompson, by Milo L. Myers, 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 the appearance of said Defendants herein; and said Defendants by Milo L. Myers, their said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of said 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 eighty nine and 13/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from Mch. 28, 1908, at 8 per cent per annum and accruing costs confess judgment in favor of the Plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error thereto.

Milo L. Myers,
Attorney for Defendants.

8746 Entry.

On March 28th, 1908, the following Entry was filed:

The Union Banking Company, Plaintiff,
vs.
G. E. Thompson and Mrs. G. E. Thompson, Defendants.

Court of Common Pleas,
Union County, Ohio.
March 28th, 1908.

This day came the Plaintiff by F. J. Ballinger, its Attorney: and filed its Petition against said Defendants, G. E. Thompson and Mrs. G. E. Thompson, and thereupon Milo L. Myers, one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendants, G. E. Thompson and Mrs. G. E. Thompson, 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 proved, 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 Plaintiff as is alleged in said Plaintiffs petition, the sum of Two hundred and eighty nine and 13/100 Dollars, $289.13, 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 that said The Union Banking Company, Plaintiff, do recover from said G. E. Thompson and Mrs. G. E. Thompson, Defendants, the said sum of Two hundred eighty nine and 13/100 Dollars, $289.13, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 28 day of March, 1908, at the rate of 8 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

8713 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 John M. Brodrick, Judge, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 13th. day of January, 1908, the following Petition was filed with the Clerk of said Court, towit:

8713
Petition.

Court of Common Pleas,
Union County, Ohio.
January 13th, 1908.

Lewis F. Epps, Plaintiff.
vs.
B. E. Baker, Defendant.

The Plaintiff says that at the November election, 1907, he was, by the electors of the incorporated Village of Milford Center in Union County, Ohio, duly and legally elected to the office of Councilman in and for said Village for the term of two years, beginning January, 1908, that said plaintiff afterwards qualified by taking the oath of office and was duly elected into said office and recognized by the Mayor of said Village and presiding officer of said Council as a legally qualified and active member thereof, and the plaintiff says that he is now in possession of said office with all its rights and privileges and is duly and legally acting as a member of said Village Council and the plaintiff says that notwithstanding the premises, the defendant, B. E. Baker, wrongfully and unlawfully disputes said plaintiff's right to said office and claims that he, the said B. E. Baker, is entitled to act as a member of said Village Council in place of the Plaintiff, and the Plaintiff says that said defendant, B. E. Baker, under and by virtue of said pretended claim has been meeting with said Village Council and insisting that his name be called as a member thereof and that he be permitted to vote upon measures before said Council and act as Councilman in place of the plaintiff, and said defendant continues to vex, annoy, disturb and interfere with the Plaintiff in the discharge of his duties as such Councilman and said defendant threatens to continue to attend the meetings of said Village Council and to interfere with the plaintiff in the discharge of his official duties and to disturb and annoy the said Council and interfere with its deliberations, the plaintiff further says that said defendant was never elected or legally appointed to the office of Councilman of said Village and that he is wholly disqualified from holding the office of Councilman by reason of the fact that he, the said defendant, already holds and enjoys another elective office in said Village, towit, member of Board of Education. The Plaintiff further says that if said defendant is permitted to go on and carry out his threatened interference with the plaintiff and said Village Council that it will result in great and irreparable injury to the Plaintiff.

Wherefore the plaintiff prays that the defendant will be forever and perpetually enjoined from in any manner interfering with the plaintiff in the discharge of his duties as such councilman and from attending the meetings of the Council and attempting to take part in its deliberation and from asking to have his name called and his vote recorded on any measure pending the Council or from hindering or

disturbing the plaintiff and his official duties, or the said Council in its deliberations.

J. H. Kinkade and
J. L. Cameron, Attys for Plaintiff.

State of Ohio, Union County, ss.

Lewis F. Epps, Plaintiff, being first duly sworn, says that the facts stated and allegations made in his foregoing petition are true.

Lewis F. Epps

Sworn to before me and signed in my presence this thirteenth day of January, 1908.

Charles Parrott,
Clerk of Court.
(Seal)

8713 Precipe

On January 13th, 1908, the following Precipe was filed:

Lewis F. Epps, Plaintiff.
Vs.
B. E. Baker, Defendant.
To the Clerk of said Court:

Court of Common Pleas,
Union County, Ohio.
January 13th, 1908.

Issue Summons and Restraining Order in the above entitled case, Indorsed "Injunction allowed as prayed for in Petition". Copy prayer of petition. Directed to Sheriff of Union County, Ohio, returnable according to law.

J. H. Kinkade,
Plaintiff's attorney.

8713 Summons

On January 13th, 1908, the following Summons was issued:

Lewis F. Epps, Plaintiff,
Vs.
B. E. Baker, Defendant.
To the Sheriff of Union County:

Court of Common Pleas,
Union County, Ohio.
January 13th, 1908.

You are hereby commanded to notify B. E. Baker that he has been sued by Lewis F. Epps in the Court of Common Pleas of Union County and must answer by the 15th day of February, A.D. 1908, 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 January, A.D. 1908.

Witness my hand and the seal of said Court, this 13th day of January, A.D. 1908.

(Seal)
Charles Parrott, Clerk.

Sheriff's Return.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Jan. 14th A.D. 1908 at 9 o'clock, A. M. and served same Jan. 16th, 1908, by personally handing the within named B. E. Baker a true and certified copy of this writ with all the endorsements thereon.

D. C. Colrubaugh, Sheriff.

8713 Restraining Order

On January 13th, 1908, the following Restraining Order was issued:

8713 Undertaking.

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8713 Order of Injunction.

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Lewis H. Epps, Plaintiff,
Vs.
B. E. Baker, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 13th, 1908.

I allow a temporary restraining Order in the above action, as prayed for in the petition until the same can be further heard, upon Plaintiff giving an undertaking, conditioned according to law, to the satisfaction of the Clerk of this Court, in the sum of Two Hundred Dollars, ($200.00).

Done this 13th. day of January, 1908.

John M. Brodrick, Judge.

8713
Undertaking.

On January 13th. 1908, the following Undertaking was filed:-

Lewis H. Epps, Plaintiff,
Vs.
B. E. Baker, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 13th, 1908.

We bind ourselves to the said Defendant, B. E. Baker in the sum of Two hundred Dollars, that the said Plaintiff, Lewis H. Epps shall pay to the said Defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted.

January 13, 1908.

Lewis H. Epps
F. S. Fullington
J. K. Kinkade

This undertaking approved by me, this 13th. day of January, 1908.

Charles Parrott,
Clerk of said Court.

(Seal)

8713
Order of Injunction.

On January 13th, 1908, the following Order of Injunction was issued:

Lewis H. Epps, Plaintiff,
Vs.
B. E. Baker, Defendant,

Court of Common Pleas,
Union County, Ohio,
January 13th, 1908.

To the said Defendant, B. E. Baker,

You are herby injoined from in any manner interfering with the Plaintiff in the discharge of his duties as such Councilman and from attending the meetings of the Council and attempting to take part in its deliberation and from asking to have his name called and his vote recorded on any measure pending the Council or from hindering or disturbing the Plaintiff and his official duties or the said council in its deliberations.

J. K. Kinkade and J. L. Cameron,
Attorneys for Plaintiff.

until the further order of the Court.

Witness my signature and the Seal of said Court at Marysville this 13th. day of January, A.D. 1908.

(Seal)

Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Jan. 14th, A.D. 1908. at 9 o'clock A.M, and pursuant to its command, on the 16th day of Jan. 1908, I personally handed the within named B. E. Baker a true and certified copy of this writ with all the endorsements thereon. D. C. Boludaugh, Sheriff.

8713
Entry.

On March 30th. 1908. the following Entry was filed:-

Lewis F. Epper. Plaintiff.
Vs.
O. E. Baker. Defendant

Court of Common Pleas.
Union County. Ohio.
March 30th. 1908.

This cause came on for hearing on the pleadings and evidence, and was submitted to the Court, on consideration whereof, the Court find that the defendant is in default for answer or demurrer, and the court on consideration of the petition and the facts, find that the allegations of the petition are true and that the plaintiff is entitled to the relief prayed for.

It is therefore considered and decreed that the defendant, O. E. Baker, be and he is hereby perpetually enjoined from in any manner interfering with the plaintiff in the discharge of his duties as Councilman of the Village of Milford Center, O., and from attending the meetings of the Council and attempting to take part in its deliberations and from asking to have his name called and his vote recorded on any measure pending in the Council or hindering or distributing the plaintiff and his official duties, or the said Council in its deliberations.

It is further considered that the Plaintiff recover from the said defendant his costs herein expended, taxed at $.

Attest: Charles Parrott, Clerk
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 2nd. day of April, 1908, the following Petition was filed with the Clerk of said Court, towit:

8748
Petition

The Peoples National Bank
of Bellefontaine, Ohio, Plaintiff.
vs.
Adam Foulk, Adelaide G. Hadley
and George W. Coons, Defendants.

Court of Common Pleas,
Union County, Ohio,
April 2nd, 1908.

The plaintiff, a corporation organized under the laws of the United States for its first cause of action against the defendants herein says, that the defendants on the sixth day of May, 1907, executed and delivered to the plaintiff their joint and several promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, with all the endorsements thereon, are hereto attached, marked Exhibit "A", and made a part of this petition.

$ 824.00.

Bellefontaine, Ohio. May 6, 1907.

Six months after date, for value received, we jointly and severally promise to pay The Peoples National Bank of Bellefontaine, Ohio, or order, Eight Hundred & twenty four Dollars, with interest at 8 per cent. per annum, after maturity until paid, payable at The Peoples National Bank, Bellefontaine, Ohio, and we hereby authorize and empower or any Attorney-at-Law of any Court of Record at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the legal holder, indorser or assignee hereof, and release all errors which may occur in the rendition of such judgment, and we also release the right of appeal, the stay of execution and the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, at and after the date of such judgment, and our said attorney is hereby authorized to enter said release in said judgment.

No. 10758.
Nov. 6, '07.

Adam Foulk
Adelaide G. Hadley
Geo. W. Coons.

Indorsements: $24 paid Nov. 6, 07.

Said note is unpaid except as shown by said endorsements, and there is now due the plaintiff on said note the sum of Eight Hundred Twenty-four Dollars with interest at the rate of six per cent. per annum from the sixth day of November, A.D. 1907.

Second Cause of action. The plaintiff says that the defendants on the sixth day of May, A.D. 1907, executed and delivered to the plaintiff their other joint and several promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, with all the endorsements thereon, are hereto attached, marked Exhibit "B", and made a part of this petition,

$ 412.00.

Bellefontaine, Ohio, May 6, 1907.

Six months after date, for value received, we jointly and severally promise to pay The Peoples National Bank of Bellefontaine, Ohio, or order, Four Hundred & Twelve Dollars, with interest at 8 per cent. per annum, after maturity until paid, payable at The Peoples National Bank, Bellefontaine, Ohio. and we hereby authorize and empower or any Attorney at Law of any Court of Record at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the legal holder, indorsee or assignee hereof, and release all errors which may accrue in the rendition of such judgment, and we also release the right of appeal, the stay of execution and the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, at and after the date of such judgment, and our said attorney is hereby authorized to enter said release in said judgment.

No. 10757.
Due Nov. 6, 1907.

Adam Foulke
Adelaide G. Hadley
George W. Coons.

Indorsements: $12 paid Nov. 6, '07.

Said note is unpaid except as shown by said indorsements, and there is now due the plaintiff on said note the sum of Four Hundred and Twelve Dollars with interest at the rate of six per cent. per annum from the sixth day of November, A. D. 1907.

Wherefore, plaintiff prays judgment against said defendants for the sum of Twelve Hundred Thirty-Six Dollars with interest thereon from the sixth day of November, A. D. 1907, at the rate of six per cent. per annum until paid, and for costs of suit.

West & West.
Attorneys for plaintiff.

State of Ohio, Logan County, ss.

John E. West, being sworn, says that he is one of the attorneys of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money, only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

John E. West.

Sworn to by said John E. West before me, and by him signed in my presence this second day of April, A. D. 1908.

L. E. Pettit.
(Seal) Notary Public, Logan County, Ohio.

S 748 Answer.

On April 2nd, 1908, the following Answer was filed:

The Peoples National Bank
of Bellefontaine, Ohio, Plaintiff,
Vs.
Adam Foulk, Adelaide G. Haddley,
and George W. Coons, Defendants.

Court of Common Pleas,
Union County, Ohio.
April 2nd, 1908.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, and attorney at law in the several counts of

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record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against said defendants, on said note, for the sum of Twelve Hundred and Sixty-six Dollars and seven cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

W. W. Newell,
Attorney for Defendants.

8718. Entry.

On April 2nd, 1908, the following Entry was filed:

The Peoples National Bank
of Bellefontaine, Ohio, Plaintiff.
Vs.
Adam Foulke, Adelaide G. Hadley,
and George W. Coons, Defendants.

Court of Common Pleas,
Union County, Ohio.
April 2nd, 1908.

This day came the plaintiff, by its attorneys; also appeared in open court, for and on behalf of said defendants, W. W. Newell, and attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waiving the issuing and service of process in this action, and confessed a judgment on said note against said defendants and in favor of said plaintiff for Twelve Hundred Sixty-Six Dollars and seven cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of Twelve Hundred and Sixty-Six Dollars and seven cents, being the amount amount of said note with interest computed at six per cent. per annum, from the sixth day of November, A. D. 1907; and also its costs herein expended, taxed at $.

Attest: Charles Barrett, Clerk,
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1908.

Be it Remembered that heretofore, towit, on the 16th. day of December, 1907, the following Petition was filed with the Clerk of said Court, towit:

8699. Petition.

A. R. Willison, Executor of the estate of A. W. Willison, deceased, Plaintiff,

vs.

Laura Mc Entire and John W. Mc Entire, Defendants.

Court of Common Pleas. Union County, Ohio. December 16th., 1908

Plaintiff says that on the 1st. day of March, 1894, he was by the Probate Court of Union County, Ohio, duly appointed executor of the estate of A. W. Willison, deceased; that he was duly qualified and entered upon the discharge of his said office, and is now the duly acting and sole executor of said estate.

That on the 1st. day of January, 1896, the defendants executed and delivered to plaintiff their certain joint and several promissory note in writing of which the following is a copy with all credits and endorsements thereon:

Jan. 1st. 1896.

One year after date we promise to pay to the order of A. R. Willison, executor of the estate of A. W. Willison, Forty Five and no/100 Dollars with interest at 7% per annum. Value received.

Mrs. Laura Mc Entire
John W. Mc Entire."

Due Jan. 1st. 1897.

Credited and endorsed on back as follows:-

"Jan. 1st. 1898, received on the within note three dollars and fifteen cents.

Jan. 1st. 1899, received on the within note three dollars and fifteen cents.

Jan. 1st. 1900, received on the within note three dollars and fifteen cents.

Jan. 1st. 1901. received on the within note three dollars and fifteen cents.

Jan. 1st. 1902, received on the within note three dollars and fifteen cents."

That on the 1st. day of February, 1902, the defendants made and delivered to plaintiff their certain joint and several promissory note in writing, of which the following is a copy:

$100.00

Bokes Creek, Feb. 1st. 1902.

Three months after date we promise to pay to the order of A. R. Willison executor of A. R. Willison estate One Hundred no/100 Dollars at 8% from date. Value received,

John Mc Entire
Laura Mc Entire."

Plaintiff further says that there are no credits or endorsements thereon.

Plaintiff further avers that he is the owner and holder of said two notes above described; that part of either has been paid except as indicated by the credits above set out; that there is due

8699 Precipe.

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him on said note the sum of Two Hundred and Eleven and sixty five one hundredths ($211.65) Dollars, with interest from the 16th. day of Septmber, 1907.

Wherefore plaintiff prays judgment against defendants for the sum of $211.65 with interest from Septmber 16th, 1907.

Al C. Eggert
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

A. R. Willison, plaintiff herein, first being duly sworn, says that the facts stated and allegations contained in this his foregoing petition are true as he verily believes.

Amon A. Willison.

Sworn to by the said A. R. Willison and by him subscribed before me this 14th. day of December, 1907.

Al. C. Eggert.
Notary Public.

(Seal)

8699 Precipe.

On December 16th. 1907. the following Precipe was filed:-
Court of Common Pleas,
Union County, Ohio,
December 16th. 1907.

A. R. Willison, Executor of Estate of R. W. Willison, deceased, Plaintiff.
Vs.
Laura McEntire and John W. McEntire, Defendants.
To the Clerk:

Issue summons in the above entitled action for the defendants directed to the sheriff of Union county, Ohio, returnable according to law; Endorse on summons: "Judgment for $211.65 with interest from Sept. 16th. 1907, prayed for."

Al. C. Eggert
Attorney for Plaintiff.

8699 Summons.

On December 16th. 1907, the following Summons was issued:-
Court of Common Pleas,
Union County, Ohio,
December 16th, 1907.

A. R. Willison, Executor of Estate of R. W. Willison, deceased, Plaintiff.
Vs.
Laura McEntire and John W. McEntire, Defendants.
To the Sheriff of Union County:

You are herby commanded to notify Laura McEntire and John McEntire that they have been sued by A. R. Willison, executor of the estate of R. W. Willison, deceased, in the Court of Common Pleas of Union County and must answer by the 18th. day of January, A. D. 1908. 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 December, A. D. 1907.

Witness my hand and the seal of said Court, this 16th. day of December, A. D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Dec. 16th A. D. 1907 at 4 o'clock P. M., and on Dec. 22nd 1907, I served same by personally handing the within named John McEntire a true and certified copy of this writ

with all the endorsements thereon and at the same time I served the within named Laura McEntire by leaving at her usual place of residence a true and certified copy as above described.

D. C. Bolenbaugh, Sheriff.

8699 Entry. On February 1st, 1908, the following Entry was filed:

A. R. Willison, Exr. Plaintiff,

vs.

Laura McEntire and John McEntire, Defendants.

Court of Common Pleas, Union County, Ohio. February 1st, 1908.

This cause this day coming on to be heard upon the pleadings and it appearing that the Defendants have been duly and legally served with process, and that they are in default for answer or demurrer it is therefore considered by the court that the allegations in plaintiffs petition contained are confessed by said defendants to be true, and the court so accordingly finds.

On consideration whereof and the court being fully advised in the premises finds that the promissory notes set forth in the petition are joint obligations upon which both defendants are jointly liable and that there is due plaintiff jointly from the defendants the sum of $211.65 with interest from the 16th. day of September, 1907.

It is therefore ordered and adjudged by the court that the plaintiff do recover jointly from the defendants the sum of $211.65 with interest from Sept. 16th. 1907, together with the costs of this action.

8694 Execution. On February 10th. 1908 the following Execution was issued:

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

You are hereby commanded, that of the goods and chattels in your county, of Laura McEntire and John McEntire you cause to be made the sum of Two Hundred & Sixteen and 49/100 Dollars, costs of suit, which by the judgment of the Court of Common Pleas within and for the said County, at the January Term thereof, A. D. 1908, A. R. Willison Executor of the estate of A. W. Willison, deceased, recovered against the said Laura McEntire and John McEntire with interest thereon at 6 per centum, from the 3 day of February, A. D. 1908, until paid, and also the costs of increase on said judgment and the accruing costs hereon; and for want of goods and chattels that you cause the lands and tenements in your County, of the said Laura McEntire and John McEntire to be sold for cash, and have that money before the said Court of Common Pleas within Sixty Days from the date hereof, to render unto the said A. R. Willison, Executor, And have you then and there this writ, with your doings under the same duly endorsed thereon.

Witness my hand and the seal of said Court at Marysville, Ohio, this 10th. day of February, 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Sheriff's Office, Febry. 11th, 1908.

Received this writ on the 11th. day of Febry. A.D. 1908; at 8 o'clock, A. M., and in obedience to the command thereof, I did, on the 11th. day of Febry. 1908, for the want of goods or Chattels I levied on the lands and

8699 Entry. On Apr... A. R. Will... Laura M...

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truments of the within named Laura McEntire and John McEntire particularly described in Exhibit "A" herewith returned and made a part hereof.

Exhibit "A".

Situated in York Township, Union County, Ohio, and being a part of survey No. 3468 and bounded and described as follows:

Beginning at a stone in the center of the Marysville and Kenton road at the northeast corner of lands formerly owned by John Johnson; Thence with the north line of said lands N. 83° 50' W. 122 poles to a stake; Thence N. 7° E. 93 poles to a stone in the N. line of said survey No. 3468; Thence with said N. line S. 83° 50' E. 122 poles to a stake at the north west corner of lands formerly owned by S. Brees; Thence S. 7° W. 93 poles to the place of beginning, containing 70 50/100 acres more or less. Excepting from the above a tract of land containing two acres, situated in the said Township, County and State, and survey, and bounded and described as follows; Beginning at a stone at the south east corner of Wm. M. Morrow's 20 acre lot; Thence westerly along the survey line 44 poles to the center of the Marysville and Kenton road; Thence southerly with the center of said road 24 poles; Thence easterly 29 poles to the beginning, but I am unable to effect a sale of said real estate above described to satisfy this writ for the reason that one Chas. W. Southard claims a certain interest therein and that the Aetna Life Insurance Company claims a certain interest therein.

I therefore return this writ this 11th. day of Feby, 1908.

D. C. Colrubaugh, Sheriff.

8699
Entry.

On April 6th. 1908, the following Entry was filed:

A. R. Williams, Exr. Plaintiff.
Vs.
Laura McEntire, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
April 6th. 1908.

This day this case was settled and all costs paid.

Attest: Charles Parrott, Clerk,
By Chester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 3rd. day of March, A. D. 1908, the following Petition was filed with the Clerk of said Court, towit:

8733 Petition.

Anna Bauer, Plaintiff,
Vs.
Carl C. Bauer, Defendant.

Court of Common Pleas,
Union County, Ohio,
March 3rd, 1908.

The plaintiff, Anna Bauer, says that she is a bona fide resident of the County of Union, State of Ohio, and has been a permanent resident of the County and State aforesaid for several years last past; that on or about the 29th. day of December, 1903, at Richwood, in said county, she was married to the defendant, and that ever since said marriage she has conducted herself toward the said defendant, Carl C. Bauer, as a faithful and dutiful wife. Plaintiff says that there are no children as the issue of said marriage.

1. For a first cause of action, plaintiff says that the defendant has been guilty of habitual drunkenness for more than three years last past.

2. For a second cause of action plaintiff says that the defendant for more than three years last past has been guilty of gross neglect of duty towards plaintiff in that, by reason of his idleness and dissipation, he has wilfully failed and neglected to provide this plaintiff with food and clothing and the common necessaries of life, so that she has been compelled to live by her own exertions and labor, and on the assistance rendered her by her relatives, although he was fully able to properly support her.

Plaintiff further says that for more than eighteen months last past the defendant has been wilfully absent from the plaintiff, and that during that time she has received no communications from him and does not know where he is living.

Plaintiff therefore asks that she may be divorced from the defendant and that she may be restored to the name of Anna Hastings, and for such other relief as is proper.

S. W. Van Winkle
Atty. for Plaintiff.

8733. Affidavit.

On March 3rd, 1908, the following Affidavit was filed:-

Anna Bauer, Plaintiff,
Vs.
Carl C. Bauer, Defendant.

Court of Common Pleas,
Union County, Ohio,
March 3rd, 1908.

S. W. Van Winkle makes oath and says that he is the duly authorized attorney of the plaintiff in the above entitled cause of action, and that the said cause of action is brought against the defendant, Carl C. Bauer, for divorce, according to the statute in such case provided; that the residence of the said defendant is to the plaintiff unknown and that she has been unable, by the exercise of reasonable diligence to ascertain the same; for that reason service of summons and a copy of the petition cannot be made in this state, nor is the said plaintiff able to mail a copy thereof to said defendant's place of residence.

S. W. Van Winkle,

8733 Proof of Publication.

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Sworn to and subscribed before me this 2nd. day of March, 1908.
(Seal) Hester McCrory, Deputy Clerk.

8733 Proof of Publication. On April 11th, 1908, the following Proof of Publication was filed:

Anna Bauer, Plaintiff,
vs.
Carl C. Bauer, Defendant.

Court of Common Pleas,
Union County, Ohio,
April 11th, 1908.

Carl C. Bauer, whose place of residence is unknown, will take notice that Anna Bauer did, on the 3rd. day of March, 1908, file her petition in the Common Pleas Court of Union County, Ohio, making him defendant and praying for a divorce and restoration to her maiden name, on the grounds of habitual drunkenness and gross neglect of duty. The said Carl C. Bauer is required to file an answer to the said petition on or before the 18th. day of April, 1908, when the case may be called for hearing.

Anna Bauer.

S. W. Van Winkle, Atty. for Plaintiff.

The State of Ohio, Union County, ss.

Personally appeared before me Geo. W. Worden and made solemn oath, that the notice, a copy of which is hereto attached, was published for 6 consecutive weeks on and next after Mar. 5" 1908. in the Richwood Gazette, a newspaper of general circulation in the county aforesaid.

Geo. W. Worden,

Sworn to before me and signed in my presence this 21st. day of April, A. D. 1908.

Chas. Parrott, Clerk.

8733 Entry. On April 21st. 1908, the following Entry was filed:-

Anna Bauer, Plaintiff,
vs.
Carl C. Bauer, Defendant.

Court of Common Pleas,
Union County, Ohio,
April 21st, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by publication according to law, and that he has failed to appear and is in default for answer; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 27th. day of December, 1903, as alleged in said petition, and that no children have been born of said marriage, and that the defendant has been guilty of habitual drunkenness for three years last past and of gross neglect of duty as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff be and she is hereby restored to her maiden name of Anna Eastman; and that the defendant pay the cost of this proceeding, taxed at dollars, and that this cause be recorded.

Attest: Charles Parrott, Clerk.
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Terme, A. D. 1908.

Be it remembred that heretofore, towit on the 22nd. day of April, 1908, the following Petition was filed with the Clerk of said Court, towit:

8756
Petition.

Court of Common Pleas,
Union County, Ohio.
April 22nd. 1908.

Acme Food Company, Plaintiff,
Vs.
W. J. Harmon and Rosa Furer,
A. H. Gerlach and N. A. Gerlach, Defendants.

First Cause of Action.

Plaintiff is a corporation duly incorporated and existing under the laws of the State of Illinois.

The defendants, on the 16th. day of February, A. D. 1905, executed and delivered to Plaintiff their promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note with all the endorsements thereon, are hereto attached, marked "Exhibit A" and made a part of this petition.

$175. 00. Fenton, Ohio. Feb. 16-1905.

On or before two years and six months after date, for value received, I, we, or either of us, the undersigned of Township , county of , State of , promise to pay to the order of the Acme Food Company, (a corporation organized and existing under the laws of the State of Illinois) One Hundred and Seventy Five + no/100 Dollars, payable at First National Bank, Chicago, Illinois, with interest payable annually, from date hereof until paid, at the rate of eight per cent per annum, payable and negotiable without offset or counterclaim.

The drawers, endorsers, sureties and guarantors severally waive presentment for payment, protest and notice of protest, notice of non-payment, and diligence in enforcing payment of this note, and agree that time of payment may be extended without notice to them, or without their consent, and without affecting their liability, and to secure the payment of said amount, I hereby authorize, irrevocably, any attorney of any court of record to appear for me in such court, at any time after this note becomes due, and confess a judgment without process or citation, in favor of the payee, indorsee, assignee or any legal holder of this note, for such amount as may appear unpaid thereon, together with costs, and to waive and release all errors that may intervene in such proceedings, and consent to immediate execution upon such judgment hereby ratifying and confirming all that my said attorney may do by virtue hereof.

(signed) W. J. Harmon.
(signed) Rosa Furer.

The following endorsements are on the back of said note:

(signed) A. H. Gerlach.
(signed) N. A. Gerlach.

The defendants W. J. Harmon and Rosa Furer are drawers of said note, and the defendants, A. H. Gerlach and N. A. Gerlach, are endorsers on said note.

There are no credits nor other endorsements on said note.

Said note is unpaid, except as shown by said endorsements, and there is now due the plaintiff on said note the sum of Two Hundred and Thirteen dollars and fifty cents, with interest at the rate of 8 per cent. per annum, from the 20" day of April, A. D. 1908.

Second Cause of Action.

Plaintiff is a corporation duly incorporated and existing under the laws of the state of Illinois.

Defendants on the 16th. day of February, A. D. 1905, executed and delivered to the plaintiff their promissory note of that date, with warrant of attorney annexed, true copies of which warrant and note are hereto attached, marked Exhibit "B." and made part of this petition.

$ 200.00 Kenton, Ohio, Feb. 16, 1906.

On or before Three years after date, for value received, I, we, or either of us, the undersigned, of Township , county of , State of , promise to pay to the order of the Acme Food Company (a corporation organized and existing under the laws of the state of Illinois) Two Hundred & no/100 Dollars, payable at First National Bank, Chicago, Illinois, with interest payable annually from date hereof until paid at the rate of eight per cent. per annum, payable and negotiable without offset or counterclaim.

The drawers, endorsers, sureties and guarantors severally waive presentment for payment, protest and notice of protest, notice of non payment and diligence in enforcing payment of this note, and agree that time of payment may be extended without notice to them, or without their consent, and without affecting their liability, and to secure the payment of said amount, I hereby authorize, irrevocably, any attorney of any court of record to appear for me in such court, at any time after this note becomes due, and confess a judgment without process or citation, in favor of the payee, indorser, assignee or any legal holder of this note, for such amount as may appear unpaid thereon, together with costs, and to waive and release all errors that may intervene in such proceedings, and consent to immediate execution upon such judgment hereby ratifying and confirming all that my said attorney may do by virtue hereof.

(signed) W. I. Harmon
(signed) Rosa Gurer.

The following endorsements are on the back of said notes:
(signed) A. H. Gerlach.
(signed) H. A. Gerlach.

The defendants W. I. Harmon and Rosa Gurer are drawers of said note, and the defendants, A. H. Gerlach and H. A. Gerlach are endorsers on said note.

There are no credits nor other endorsements on said note.

Said note is wholly unpaid, and there is now due plaintiff thereon the sum of Two Hundred and fifty dollars and seventy-five cents, with interest at the rate of right per cent from the 20th. day of April, A. D. 1908.

Wherefore plaintiff prays judgment against defendants for the sum of Four Hundred and Seventy dollars and Twenty five cents, with interest

at the rate of eight per cent. per annum from the 20th. day of April, A. D. 1908, and costs.

Johnson & Johnson.
Attorneys for Plaintiff.

The State of Ohio, Hardin County, ss.

Artemas B. Johnson, being sworn, says that he is one of the attorneys for said plaintiff, that this action is brought upon instruments in writing for the unconditional payment of money only; that said instruments in writing are in his possession, and that he verily believes the statements contained in the foregoing petition are true in substance and in fact.

Artemas B. Johnson.

Sworn to by said Artemas B. Johnson, before me, and by him signed in my presence this 20th. day of April, A. D. 1908.

Charles Parrott,
(Seal) Clerk of Court.

8756 Answer.

On April 22nd, 1908, the following Answer was filed:-

Acme Food Company, Plaintiff,
Vs.
W. J. Harmon and Rosa Furr and A. N. Grlach and N. A. Grlach, Defendants.

Court of Common Pleas,
Union County, Ohio,
April 22nd, 1908.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process herein, and confess a judgment in favor of said Plaintiff, against said defendants, on said note, for the sum of Four Hundred and Seventy dollars and Twenty five cents, being the amount appearing due for principal and interest on said note, and also for cost of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, error, and right of appeal in the premises.

Frank J. Ballinger,
Attorney for Defendants.

8756 Entry.

On April 22nd, 1908, the following Entry was filed:-

Acme Food Company, Plaintiff,
Vs.
W. J. Harmon and Rosa Furr and
A. N. Grlach and N. A. Grlach, Defendants.

Court of Common Pleas,
Union County, Ohio,
April 22nd, 1908.

This day came the plaintiff, by its attorney; also appeared in open court, for and on behalf of said defendant, Frank J. Ballinger, an attorney at law of this Court, and by virtue of the warrants of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for Four Hundred and Seventy Dollars and Twenty five cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, error and right of appeal in the premises.

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It is therefore considered that said plaintiff recover of said defendants the sum of Four Hundred and Seventy dollars and Seventy five cents and that said judgment bear interest at 8 per cent. from the 22" day of April, A. D. 1908; and also its costs herein expended, taxed at $,

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Olras of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 24th. day of April, 1908, the following Petition was filed with the Clerk of said Court, towit:

8758 Petition.

J. M. G. Wright Nursery Company, Plaintiff.

Vs.

N. R. Moore and Leonard Moore, Defendants.

Court of Common Pleas. Union County, Ohio. April 24th, 1908.

The Plaintiff says that it is, and was, at the times hereinafter mentioned, a partnership, formed for the purpose of carrying on business in this state.

Plaintiff further says, 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, April 14th. 1906.

Fourteen months after date, for value received, we jointly and severally promise to pay to the order of J. M. G. Wright Nursery Co. at the Bank of Marysville, One Hundred Dollars, for value received, with interest at the rate of 6 per cent. per annum. And we do hereby authorize John L. Loughry, 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 this 14 day of April, 1906.

N. R. Moore (Seal)

Leonard Moore (Seal)

Indorsed "J. M. G. Wright Nursery Co. by J. M. G. Wright, Manager."

There is due to Plaintiff from the Defendants on said note, the sum of One Hundred and Thirteen and 65/100 Dollars, which it claims with interest from the 24th. day of April, A. D. 1908, at six per cent. per annum, and for which with costs of suit, it asks judgment against the Defendants.

E. W. Porter.
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

E. W. Porter, being sworn, says that he is the duly authorized attorney of the plaintiff herein, and that the above pleading is founded upon an 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. W. Porter.

Sworn to before me and signed in my presence, this 24th. day of April, A. D. 1908.

Charles Parrott, Clerk of Courts.

(Seal)

8758 Answer.

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8758
Answer.

On April 24th, 1908. the following Answer was filed:-

J. M. S. Wright Nursery Company, Plaintiff.
vs.
N. R. Moore and Leonard Moore, Defendants.

Court of Common Pleas,
Union County, Ohio.
April 24th, 1908.

The Defendants, N. R. Moore and Leonard Moore, by John L. Loughrey, Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note and 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 enters the appearance of said Defendants herein; and said Defendants, by John L. Loughrey, said Attorney duly authorized as aforesaid, says that he cannot gainsay or resist the facts stated and allegations in the petition of said Plaintiff herein filed against them, but acknowledges and confesses the same to be true, and says that they are indebted to the Plaintiff on the said note in manner and form as the Plaintiff has in its Petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred and Thirteen and 65/100 Dollars, bearing interest at six per cent. per annum, and therefore, for that sum, with interest from 24th day April, 1908, 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 therein.

John L. Loughrey,
Attorney for Defendants.

8758
Entry.

On April 24th, 1908, the following Entry was filed:-

J. M. S. Wright Nursery Company, Plaintiff
vs.
N. R. Moore and Leonard Moore, Defendants.

Court of Common Pleas,
Union County, Ohio,
April 24th, 1908.

This day came the Plaintiff by E. W. Porter, Attorney; and filed its Petition against said Defendants, N. R. Moore and Leonard Moore, and thereupon John L. Loughrey, one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendants, N. R. Moore and Leonard Moore 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 Plaintiff, as is alleged in said Plaintiff's petition, the sum of One Hundred & Thirteen & 65/100 Dollars, $113.65, bearing interest at 6 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 that said J. M. S. Wright Nursery Co, Plaintiff, do recover from said N. R. Moore and Leonard Moore, Defendants, the said sum of One Hundred & Thirteen & 65/100 Dollars, $113.65, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 24" day of April, 1908, at the rate of 6 per cent. per annum. And by virtue of said warrant of Attor-

ury. all errors in this action, judgment and proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

8660
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 Honorable John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 16th. day of August, 1907, the following Petition was filed with the Clerk of the Court, towit:

8660
Petition.

Lillian Autrim, Plaintiff.
Vs.
John A. Kennington, Executor of
the last will and testament of
Mary Jane Lamay, dec. Defendant.

Court of Common Pleas.
Union County, Ohio.
August 16th. 1907.

Plaintiff says that on the 3rd. day of March, A. D. 1907, said Mary Jane Lamay died leaving John A. Kennington, as Executor of the last will and testament that on the 25th. day of March, A. D. 1907, said last will was duly probated in the Probate Court of Union County, Ohio, and said John A. Kennington was duly appointed and qualified as the Executor of the estate of said Mary Jane Lamay.

First Cause of Action.

For first cause of action the plaintiff says, that on or about the 20th. day of November, 1906, the said Mary Jane Lamay, who was then in full life, but an invalid employed the plaintiff to nurse herself and invalid husband, George Lamay, who were at that time both helpless invalids, especially her husband, George Lamay, who was totally helpless.

That on or about 20th. day of November, 1906, the plaintiff entered upon her work of caring and nursing of these two old people, who were both of them helpless as infants, and continued in the employment of said Mary Jane Lamay until the 6th. day of January, 1907.

During all this time the plaintiff was the only one employed for the nursing and caring for these two old people, being compelled to lift the said George Lamay at every call of nature, to dress and undress him and attend upon him like she would an infant; she had also to care for Mary Jane Lamay, who was wholly unable to care for herself; all of said work and labor, which was of the value of twenty dollars per week, making a total value of One Hundred and Twenty Dollars, $120.00, for which said plaintiff asks judgment.

For Second Cause of Action.

The Plaintiff says that at the time of entering the employment of said Mary Jane Lamay on or about the time of the 20th. day of November, 1906, these old people being helpless and in great need of care and attention and their house and surroundings were at the time of her employment, very filthy and dirty and that the plaintiff was compelled to clean the house and its surroundings and keep the same clean in addition to her duties already mentioned of nursing and caring for these old people, she was compelled to prepare their food, to milk their cow and feed a large lot of chickens, all of which was in addition to her duties as a nurse; all of which duties she performed during the six weeks she was employed as their nurse, which labor and additional work was worth $5.00 per week, make-

ning a total of $30.00. for which she asks judgment.

At, on or about the 15th. day of August, 1907. she made out and presented to said John A. Kennington, as Executor of the estate of said Mary Jane Lamay, dec. a verified statement of her account which was returned to her on the 16th. day of August, 1907, indorsed "rejected this the 16th. day of August, 1907. signed, John A. Kennington, Executor Estate of Jane Lamay, Deceased."

A copy of which account, with the verification thereon is hereto attached, marked Exhibit "A."

The Plaintiff therefore prays that she have a judgment against the said John A. Kennington, as executor of the estate of Mary Jane Lamay, Dec. for the sum of One Hundred and fifty dollars, her indebtedness heretofore stated and for costs and for all proper relief in the premises.

J. M. Kennedy,
Attorney for Plaintiff.

State of Ohio, Union County, ss.

Lillian Autrim, being duly sworn, says she is the plaintiff in this action and the facts and allegations of the foregoing petition are as she believe true.

Lillian Autrim.

Sworn to and subscribed by said Lillian Autrim before me this 16th. day August, 1907.

(Seal) J. M. Kennedy Notary Public.

8660 Precipe. On August 16th. 1907. the following Precipe was filed:

Lillian Autrim, Plaintiff,
Vs.
John A. Kennington Exr. Defendant.
To the Clerk:

Court of Common Pleas
Union County, Ohio.
August 16th, 1907.

Issue summons directed to sheriff of Union County, Ohio, in the above case, for John A. Kennington, Executor of estate of Mary Jane Lamay, dec. Amount claimed $150.00 for work and labor.

J. M. Kennedy, Attorney.

8660 Summons. On August 16th. 1907. the following Summons was issued:-

Lillian Autrim, Plaintiff,
Vs.
John A. Kennington, Ex. Defendant.
To the Sheriff of said County:

Court of Common Pleas,
Union County, Ohio.
August 16th, 1907.

You are hereby commanded to notify John A. Kennington, Executor of the last Will and Testament of Mary Jane Lamay, Dec. that he has been sued by Lillian Autrim in the Court of Common Pleas of Union County, and must answer by the 14th. day of September, A.D. 1907 or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.

Said Sheriff will make due return of this summons on the 26th. day of August, 1907.

Witness my hand and the seal of said Court, this 16th. day of August, 1907.

(Seal) Charles Parrott, Clerk.

8660 Entry. The St...
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8660 Answer. On Sept... Lillian ...
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Sheriff's Return.

The State of Ohio, Union County,

Received this writ August 16th, 1907, at three o'clock, P. M. And on August 20th, 1907, I served the within named John A. Kennington, Executor of the last Will and Testament of Mary Jane Lemay, Dec'd, by personally handing to him a true and certified copy thereof with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8660 Entry. On September 16th, 1907, the following Entry was filed:

Lillian Antrim, Plaintiff.
vs.
John A. Kennington Exr, Defendant.

Court of Common Pleas,
Union County, Ohio.
September 16th, 1907.

This day leave is granted Defendant to file answer by September 21st, 1907.

8660 Answer. On September 17th, 1907, the following Answer was filed:

Lillian Antrim, Plaintiff.
vs.
John A. Kennington, Executor of the last Will and Testament of Mary Jane Lemay, Deceased, Defendant.

Court of Common Pleas,
Union County, Ohio.
September 17th, 1907.

Now comes John A. Kennington, as executor of the last will and testament of Mary Jane Lemay, deceased, being defendant herein, and for his answer to the plaintiff's petition herein says: that he admits the death and probate of the will of said Mary Jane Lemay and that he is the duly qualified and acting executor of her estate. He admits that the account, a copy of which is attached to the petition marked "Exhibit A", was presented to him for allowance and that he rejected the same on the 16th. day of August, 1907. The defendant denies each and every other allegation in the plaintiff's petition contained, not herein expressly admitted to be true.

For a further answer to the plaintiff's petition, the defendant says that during the life time of the said Mary Jane Lemay and her husband, George Lemay, an arraugement was made with the plaintiff, through a daughter of said Mary Jane Lemay, whereby the plaintiff was to move into the home of the said Mary Jane Lemay, and the plaintiff and her husband were to make their home there in return for such services as the plaintiff should render said Mary Jane Lemay and her said husband. At that time the husband of the plaintiff was a helpless invalid, being confined to a wheeled chair and the plaintiff was without means for their support. The said Mary Jane Lemay and her husband were also people of small means, and it was expressly agreed by and between the plaintiff and the said daughter of the said Mary Jane Lemay, that in consideration of receiving the board and lodging of herself and husband, she was to make no other or further charges for any services performed by her for said Mary Jane Lemay or her husband, George Lemay.

Defendant says that at the time the said plaintiff so moved into the home of the said Mary Jane Lemay, she, the said Mary Jane Lemay, had a small neighbor lad, employed to milk the cow and feed the chickens, for which said lad was then receiving the sum of 20¢ per week. That shortly after she had moved into said home, the plaintiff proposed that

she would do said work for the same price the said lad was then receiving and it was thereupon agreed by and between the said plaintiff and the said Mary Jane Lemay that she should so perform said labor and receive the same compensation as said lad was receiving, and she did thereafter during the remainder of her stay in said home, so perform said labor and was fully paid for the same in the lifetime of the said Mary Jane Lemay. Defendant says that the said Lillian Autrim so remained in said home under said agreement for about the term of four weeks, and that the plaintiff and her said husband received their board and lodging and were fully paid the agreed price for all services performed by plaintiff and that there is now nothing due the said plaintiff therefor.

Wherefor the defendant prays that the prayer of the plaintiff herein may be denied and that he may go hence without day and recover his costs herein and for all proper relief.

McCrory & Cameron,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

John A. Kmmington, being first duly sworn, says that he is the defendant herein and that the facts stated and allegations made in the foregoing answer are true as he verily believes.

John A. Kmmington

Subscribed in my presence and sworn to before me this 16th. day of September, A. D. 1907.

Richard L. Cameron,
Notary Public in and for Union County, Ohio.

Seal

8660 Reply.

On October 9th. 1907, the following Reply was filed:-

Court of Common Pleas,
Union County, Ohio,
October 9th. 1907.

Lillian Autrim, Plaintiff,
Vs.
John A. Kmmington, Executor of the last will and testament of Mary Jane Lamay, Dec. Defendant.

Now comes the plaintiff and for reply to the answer of the defendant, John A. Kmmington, says she denies that at any time or place she ever made any arrangement with a daughter of said Mary Jane Lamay as to going to care for said Mary Jane Lamay, and her husband or for the price of her services, and denies that any agreement was ever made with the plaintiff by any one that her services in caring for said Mary Jane Lamay and her husband would be only the board and lodging of herself and husband.

Further replying said plaintiff says the only agreement made about the services was made with Mary J. Lamay herself and it was understood and agreed that she was to be paid the usual rates for her services, and that she after six weeks services in caring for said old people, demanded pay from said Mary J. Lamay, and being unable to get any satisfaction, quit said service.

Plaintiff further denies that at or before the entering into this employment there was any agreement or arrangement with any neighbor lad to care for the cow and feed the chickens, or that she undertook to do

8660 affidavit for Continuance

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the same for 20 cts. per week or any other sums.

Further replying plaintiff says that immediately upon beginning the work she had the cow to milk and water, had to carry the water two blocks for said cow, and attend to the chickens during her stay of six weeks as stated in her petition, and denies having received any compensation for said services.

Plaintiff therefore prays as in her petition.

J. M. Kennedy
Attorney for Plaintiff.

The State of Ohio. Union County, ss.

Lillian Autrim, the plaintiff, being duly sworn, says the facts and allegations of said Reply are as she believes true.

Lillian Autrim.

Sworn to and subscribed by said Lillian Autrim before me this 9th day of October, 1907.

(Seal) J. M. Kennedy, Notary Public.

8660
affidavit for Continuance

On January 6th, 1908, the following affidavit was filed:-

Lillian Autrim, Plaintiff.
Vs.
John A. Pennington, Executor of Estate of Mary Jane Lamay, Dec. Defendant.

Court of Common Pleas,
Union County, Ohio,
January 6th, 1908.

The State of Ohio, Franklin County, ss.

Lillian Autrim being first duly sworn, says she is the plaintiff in the above claim against the estate of Mary Jane Lamay late of Union County, Ohio, deceased that D. L. Autrim her husband is a material witness for her in said case, without whose testimony she cannot proceed to trial. That her said husband is now and has been for several weeks confined in the Protestant Hospital at Columbus, Ohio, with typhoid fever. That he is wholly unable to attend the trial of her case at Union County, Ohio, on the 7th day of January, 1908, being at this time unable to sit up. That by reason of said sickness of her said husband she will be compelled to ask for delay of said case to some future day in the term, or for a continuance until the next term thereof.

Said plaintiff further say that this affidavit is not made for delay merely, but for the purpose of justice.

Plaintiff further says in relation to the motion for security for costs in such case; that she is a resident of Union County, Ohio, That She expects to return to Union County, Ohio, as soon as her said husband is able to return; that she only left the county for temporary purpose, to get her said husband treated in the hospital of Columbus, and that she has rented a room of Joseph Shetterly for which she is paying monthly rent for purpose of having a place to return when her husband's condition will permit, and further affiant saith not.

Lillian Autrim

Subscribed and sworn to by Lillian Autrim before me this 3rd. day of January, 1908.

(Seal) Joseph K. Pritner, Notary Public.

8660 Entry.

On January 6th, 1908, the following Entry was filed:

Lillian Antrim, Plaintiff,
vs.
John A Kennington, Exr. Defendant.

Court of Common Pleas,
Union County, Ohio.
January 6th, 1908.

This day this cause was continued on motion and showing of plaintiff.

8660 Entry.

On April 30th, 1908, the following Entry was filed:-

Lillian Antrim, Plaintiff,
vs.
John A. Kennington, as Executor of
the last Will and Testament of
Mary Jane Linay, dreased, Defendant.

Court of Common Pleas,
Union County, Ohio.
April 30th, 1908.

This day this cause coming on for hearing, and a jury being waived by both parties thereto, was submitted to the Court upon the pleadings and the evidence, and on consideration thereof, the Court finds on the issues joined for the defendant.

It is therefore considered by the Court that the defendant, John A. Kennington, as executor of the last Will and Testament of Mary Jane Linay, dreased, go hence without day, and that he recover from the plaintiff, Lillian Antrim, his costs herein expended.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

8720 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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 28th. day of January, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8720
Petition.

Court of Common Pleas.
Union County, Ohio.
January 28th. 1908.

Dr. J. F. Conrad, Plaintiff.
Vs.
The Columbus, Magnetic Springs and Northern Ry. Co. Defendant.

The plaintiff for his cause of action alleges: that the defendant is a corporation duly organized under the laws of Ohio, and operating its line of railway between Delaware, Ohio, (Delaware Co.) and Richwood, Ohio, (Union Co.)

That the plaintiff for a valuable consideration is the assignee of several claims against the defendant company for work and labor performed upon its aforesaid line of railway. That the defendant company is indebted to plaintiff in the sum of $766.84.

That the following is a true statement of the amount of work and labor performed upon said line of railway, of which the plaintiff for value is the assignee, towit:

Fay Hughes	11/6		14.10
C. S. Hughes	10/14		17.95
" "	"		12.20
" "	"	10/21	9.40
Arthur Hughes	Balance	10/18	3.00
Chester Jones	"	" 10/25	5.07
Wm. H. Miller	11/2		20.00
C. S. Hughes	11/9		12.90
" " "	11/16		10.50
" " "	11/30		19.35
Blaine DeWitt	11/20		5.25
" "	12/5		12.25
Forest Gallant	11/16		19.45
" "	11/30		18.02
Arthur Hughes	11/16		21.70
" "	11/30		18.90
Fay Hughes	11/30		37.12
Wm. H. Miller	12/14		20.00
Cliff Black	11/23		23.65
J. F. McComb	11/27		11.37
John W. Jones	11/30		18.02
" " "	12/21		15.35
" " "	12/14		17.85
C. S. Hughes	12/14		19.32
" " "	1/1		.52
Arthur Hughes	12/24		7.00
" "	12/10		5.25
Cliff Black	12/18		5.25

Carl Snyder	12/24	$33.20
Wm. N. Miller	12/24	20.00
Blaine DeWitt	12/5	5.25
Forrest Gallant	12/10	8.75
" "	12/16	8.75
" "	12/24	11.20
" "	1/1	.53
C. S. Hughes		20.50
Arthur Hughes		20.65
Forrest Gallant		15.57
To John Journo Dr.	1/4/08	19.20

James Sherbrooke, for labor performed in Dec. 1907. $33.40.
James Sherbrooke, for labor performed in October, 1907 $53.50
B James Sherbrook in Nov. 1907. $52.00
To Charles Mitchell, for labor performed in Nov. and Dec. 1907, $63.70

No part of said claims have been paid or credits on set offs thereon.

Wherefore plaintiff prays judgment for amount due him and costs of this action.

John R. King,
Atty. for Pl.

The pl. Dr. J. G. Conrad first being duly sworn, says that the facts set forth in the forgoing petition are true as he verily believes.

Jesse G. Conrad, M.D.

Sworn to and subscribed in my presence this the 28 day of January, 1908.

(Seal) Chas. Parrott, Clerk.

$720 Precipe.

On January 28th, 1908, the following Precipe was filed:-

Dr. J. G. Conrad, Plaintiff.
Vs.
The Columbus, Magurtic Springs + Northern Ry. Co, Defendant,
To the Clerk of said Court:-

Court of Common Pleas,
Union County, Ohio.
January 28th, 1908.

Issue summons in the above entitled case, Action for money only. You will endorse upon your summons the amount claimed which is $766.84 with int. returnable according to law.

John R. King
Plaintiffs Attorney.

$720 Summons.

On January 28th, 1908, the following Summons was issued:-

J. G. Conrad, Plaintiff,
Vs,
The Columbus, Magurtic Springs and Northern Ry. Co. Defendant.
To the Sheriff of Union County:

Court of Common Pleas,
Union County, Ohio.
January 28th, 1908.

You are herby commanded to notify The Columbus, Magurtic Springs, and Northern Railway Company that they have been sued by J. G. Conrad in the Court of Common Pleas of Union County and must answer by the 29 day of February, A. D. 1908, 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

$720 Affidavit for Attachment.

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10th. day of February, A. D. 1908.

Witness my hand and the seal of said Court, this 30th. day of January, A. D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Jan. 30th A. D. 1908 at 8 o'clock A. M., and on Jan. 30th 1908, I served the within named defendant, The Columbus, Magnetic Springs and Northern Railway Company, by personally handing a true and duly certified copy of this writ, with all the endorsements thereon, to Bert C. Lowbrss, a regular ticket agent of the said Columbus, Magnetic Springs and Northern Railway Company in the County of Union and State of Ohio aforesaid, the President and other chief officers of said defendant, The Columbus, Magnetic Springs and Northern Railway Co. not found in this Union County, Ohio.

D. C. Bolenbaugh, Sheriff.

$720
Affidavit
for
Attachment.

On January 28th, 1908, the following Affidavit was filed:-

Dr. J. F. Conrad, Plaintiff.
Vs.
The Columbus, Magnetic Springs and Northern Ry. Co. Defendant.

Court of Common Pleas,
Union County, Ohio,
January 28th, 1908.

The said Plaintiff Dr. J. F. Conrad, being duly sworn makes oath and says, that the said Plaintiff has commenced a civil action in the Court of Common Pleas of said County of Union against the said The. Col. Magnetic Springs Northern Ry. Co., Defendant to recover the sum of $766.84 Dollars in money now due and payable to said Plaintiff from said Defendant; that the said claim of the Plaintiff is for work and labor performed upon line of railway of said defendant company That plaintiff is the true legal holder, for value, of said claim for said amount against said defendant company, that the said claim is just, and affiant believes the Plaintiff ought to recover thereon the sum of Seven Hundred & sixty six 84/100 Dollars. The affiant further says that the defendant company has now in its possession certain amount of steel rails located near the Erie R.R. tracks in the Village of Richwood, Ohio, Union Co.

And further than this deponent saith not.

Dr. J. F. Conrad.

Sworn to before me and signed in my presence by the said J. F. Conrad, this 28 day of January, A. D. 1908.

(Seal) Chas. Parrott, Clerk.

$720
Undertaking
for
Attachment.

On January 30th, 1908, the following Undertaking was filed:-

J. F. Conrad, Plaintiff.
Vs.
The Columbus, Magnetic Springs & Northern Ry Co, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 30th, 1908.

Whereas, J. F. Conrad has commenced a civil action against The Columbus, Magnetic Springs and Northern Railway Company in the Court of Common Pleas, within and for the County of Union, State of Ohio, to recover the sum of $766.84.

And Whereas, The said J. F. Conrad 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 The Columbus, Magnetic Springs and Northern Railway Company.

Now, Therefore, We, J. F. Conrad, Wm. King and O. K. Lind jointly and severally bind ourselves unto the said The Columbus, Magnetic Springs and Northern Railway Company in the sum of fifteen Hundred and Thirty five Dollars, that the said J. F. Conrad shall pay the said The Columbus Magnetic Springs and Northern Railway Company all damages which the said Railway Company may sustain by reason of said attachment if the order prove to have been wrongfully obtained.

Dated this 28th. day of January, A.D. 1908.

J. F. Conrad
Wm. King
O. K. Lind.

The execution of the above undertaking and the sufficiency of the sureties thereto approved by me this 30th. day of January, 1908.

Chas. Parrott,
Clerk Said Court of Common Pleas.

8720 Order of Attachment.

On January 28th. 1908, the following Order of Attachment was issued:-

Dr. J. F. Conrad, Plaintiff.
Vs.
The Columbus, Magnetic Springs and Northern Railway Company, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 28th, 1908.

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, The Columbus, Magnetic Springs and Northern Railway Company, in your County not exempt by law from being applied to the payment of the claims of the plaintiff, Dr. J. F. Conrad, or so much thereof as will satisfy his claim for Seven Hundred and Sixty Six Dollars and Eighty Four Cents $766.84 and also for Twenty five Dollars the probable cost of this action

You will make due return of this order on the 10th. day of February, A.D. 1908.

Witness my hand and the seal of said Court, this 30th. day of January, 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Office of Sheriff, Union County, Ohio.
Jan. 31" 1908.

Received this order on the 30" day of Jan. 1908, and in obedience to the command thereof, I did, on the 30" day of Jan. 1908, in the presence of J. E. Hover, and M. W. Hill, two freeholders, residents of said County, attach the property described in the Schedule marked "A", hereto attached and made part of this return; and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, We proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A".

8720 Entry.

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Schedule "A".

We, D. C. Bolenbaugh, Sheriff of Union County, and J. E. Howe, and M. W. Hill, two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of The Columbus, Magnetic Springs and Northern Railway Company and hereinafter described as follows, viz:

200 Steel Rails $1200.00.

Given under our hands this 30th day of January, 1908.

D. C. Bolenbaugh, Sheriff
J. E. Howe
M. W. Hill } Appraisers.

8720 Entry. On May 5th, 1908, the following Entry was filed:-

J. J. Conrad, Plaintiff.
vs.
The Columbus, Magnetic Springs & Northern Railway Company, Defendant.

Court of Common Pleas,
Union County, Ohio.
May 5th, 1908.

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 the defendant to be true, and that it is indebted to the plaintiff in the sum of $776.84.

It is, therefore, considered by the Court that the said plaintiff J. J. Conrad, recover from the defendant, The Columbus, Magnetic Springs & Northern Railway Company, the said sum of $776.84 and his costs herein expended.

Attest: Charles Parrott, Clerk.
By Exeter McCrory, 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 John M. Broderick, Judge of the said Court at the March Term A. D. 1908.

Be it remembered that heretofore, towit, on the 22nd. day of November, 1907. the following Petition was filed with the Clerk of said Court, toWit:

8694 Petition.

The John Church Company, Plaintiff.
vs.
D. C. Bolenbaugh, as sheriff of Union County, Ohio, Defendant.

Court of Common Pleas, Union County, Ohio, November 22nd, 1907.

Plaintiff is a corporation duly incorporated under the laws of Ohio, having its principal office in the City of Cincinnati, Ohio.

Plaintiff is the owner of and entitled to the immediate possession of the following described property, towit, 1 Harvard piano, style G. mahogany, No. 21563, 1 Harvard piano, style G. walnut, No. 23210, 1 Harvard piano, style O. oak, No. 24462, 1 Harvard piano, style O. walnut, No. 24469, 1 Everett piano, style 8, mahogany No. 35067, 1 Harvard piano, style O. mahogany No. 24570, and 1 Harvard piano, style O. mahogany No. 24918, one Harvard piano, style O. walnut, No. 24892, also 5 piano boxes, all of the value of fourteen hundred and eighty dollars, which defendant has possession of without right and unlawfully detains from the plaintiff.

Wherefore the plaintiff asks judgment for the recovery of said property, and two hundred dollars damages for its detention, and for all proper relief.

Hoopes & Robinson,
Attorneys for Plaintiff

8694 Affidavit.

The State of Ohio, Union County, ss.

Sutton B. Dobbs, being first duly sworn, says that the plaintiff is a corporation, that he is the duly authorized agent of the plaintiff, that the facts stated and the allegations made in the foregoing petition are true as he verily believes.

Sutton B. Dobbs.

Sworn to before me and subscribed in my presence this 22nd. day of November, 1907.

Charles Parrott,
Clerk of Courts.
(Seal)

8694 Precipe.

On November 22nd, 1907, the following Precipe was filed:-

The John Church Company, Plaintiff.
vs.
D. C. Bolenbaugh, as sheriff &c. Defendant.

Court of Common Pleas, Union County, Ohio, November 22nd, 1907.

To the Clerk:-

Issue summons in the forgoing action directed to the Coroner of Union County, Ohio, for the defendant, D. C. Bolenbaugh, as Sheriff of Union County, Ohio, and make same returnable according to law, indorse, summons, action to recover property and for damages.

Hoopes & Robinson
Attorneys for the plaintiff.

8694 Summons.

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8694
Summons.

On November 22 nd. 1907. the following Summons was issued:-

The John Church Company, Plaintiff.
Vs.
D. C. Bolenbaugh, as sheriff, &c. Defendant.

Court of Common Pleas,
Union County, Ohio.
November 22 nd. 1907.

To the Coroner of Union County:

You are hereby commanded to notify D. C. Bolenbaugh Sheriff of Union County, that he has been sued by The John Church Company in the Court of Common Pleas of Union County and must answer by the 21 day of December, A. D. 1907, 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 2d. day of December, A. D. 1907.

Witness my hand and the seal of said Court, this 22 day of November, A. D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ November 22, A. D. 1907. at 2 o' clock. P. M. and served same by handing to the defendant, D. C. Bolenbaugh, as sheriff of Union County Ohio, a true and certified copy of this writ with all endorsements thereon on the 22" day of November, 1907.

P. D. Longbaker, Coroner,

8694
Affidavit.

On November 22 nd. 1907. the following Affidavit was filed:-

The John Church Company, Plaintiff.
Vs.
D. C. Bolenbaugh, as sheriff &c. Defendant.

Court of Common Pleas,
Union County, Ohio,
November 22 nd. 1907.

The State of Ohio, Union County, ss.

Sutton B. Dodds, being first duly sworn, says that he is the duly authorized agent of the plaintiff in the above entitled cause.

That the following is a description of the property claimed herein, to-wit, one Harvard Piano, style G. mahogany, No. 21063, one Harvard Piano, style G. walnut, No. 23210, one Harvard Piano, style O. oak, No. 24467, one Harvard Piano, style O. walnut, No. 24469, one Everett Piano, style 8 mahogany, No. 35067, one Harvard Piano, style O. mahogany No. 24570, one Harvard Piano, style O. walnut No. 24892 and one Harvard Piano, style O. mahogany No. 24918, also 5 piano boxes.

That the plaintiff is the owner of said property.

That said property is wrongfully detained by the defendant.

That said property was not taken on process issued against the plaintiff and is not claimed by him under a title acquired mediately or immediately by transfer from one from whom such property had been taken by such execution, order or process, nor for a tax.

Sutton B. Dodds.

Sworn to before me and subscribed in my presence this 22 nd. day of November, 1907.

Charles Parrott,
Clerk of Courts.

(Seal)

8694
Undertaking.

On November 29th. 1907, the following Undertaking was filed:-

The John Church Company. Plaintiff.
Vs.
D. C. Bolenbaugh, as Sheriff of
Union County. Defendant.

Court of Common Pleas,
Union County, Ohio.
November 29th. 1907.

Whereas, The John Church Company has caused an order for delivery of the following goods and chattels, towit: 1 Harvard piano, style G. mahogany no. 21563. 1 Harvard piano, style G. walnut No. 23210, 1 Harvard piano, style O. oak No. 24462. 1 Harvard piano, style O. walnut No. 24469, 1 Everett piano, style S. mahogany, No. 35067, 1 Harvard piano, style O. mahogany, No. 24570, and 1 Harvard piano, style O. mahogany, No. 24918, also 5 piano boxes, and 1 Harvard piano, style O. walnut, No. 24892, to be issued out of the Court of Common Pleas within and for the County of Union, in a cause now pending in the said Court of Common Pleas, wherein the said The John Church Co. Plaintiff, and D. C. Bolenbaugh, Sheriff of Union County, Defendant; and whereas, the said order was delivered to O. D. Longbaker, Coroner of said County, and the said Coroner has taken said goods and chattels, and the same have been valued by two responsible persons, under oath, at the sum of Thirteen Hundred ($1300.00) Dollars;

Now, Therefore, We, The John Church Company, and The Bankers Surety Company undertake to the said D. C. Bolenbaugh, Sheriff of Union County, Defendant, in said action, in the penal sum of Twenty Six Hundred ($2600.00) Dollars, that the said The John Church Company, Plaintiff, shall duly prosecute his action aforesaid, and in case the judgment shall be against the said The John Church Company, Plaintiff, that it then return the property taken or pay the value so assessed at the election of said D. C. Bolenbaugh, Sheriff of Union County, Defendant, and also pay the damages assessed for the taking, detention and injury of the property and costs of suit.

The John Church Co.
By S. B. Dodds. (Seal)

The Bankers Surety Co.
John L. Loughry,
Attorney in fact.

Signed in my presence, and approved by me, this 22 day of Nov. A.D. 1907.

O. D. Longbrake, Coroner.

8694
Order for Delivery of Personal Property.

On November 22 nd, 1907, the following Order for Delivery of Personal Property was issued:

The John Church Company, Plaintiff.
Vs.
D. C. Bolenbaugh, as Sheriff of
Union County, Defendant.

Court of Common Pleas,
Union County, Ohio.
November 22 nd, 1907.

To the Coroner of Union County, Greeting:-

Whereas, The John Church Company, has commenced, in the Court of Common Pleas for the said County of Union against D. C. Bolenbaugh, Sheriff of Union County, a civil action for the Recovery of the following specific Personal Property, towit:-

One Harvard Piano Style G. mahogany, No. 21563, 1 Harvard piano, style G. walnut, No. 23210, 1 Harvard piano, style O. oak, No. 24462, 1 Harvard piano, style O. walnut, No. 24469, 1 Everett piano, style S. mahogany, No. 35067, 1 Harvard piano, style O. mahogany, No. 24570 and 1

Harrard piano, style O, mahogany, No. 24918, one Harrard piano, style O, mahogany, No. 24892, also 5 piano boxes all of the value of Fourteen Hundred and eighty Dollars, which defendant has possession of without right and unlawfully detains from the plaintiff.

And has filed its affidavit in the Clerk's Office of said Court, in order to obtain an order for the immediate delivery of the said goods and chattels. This, therefore, is to command you, as such Coroner to take the said goods and chattels above described and deliver the same to the said The John Church Company, Plaintiff in said action. And of this order and your proceedings therein make due return on the 2 day of December, A.D. 1907.

Witness my hand and the seal of said Court, this 22 day of November, A.D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

According to the command of the within order, I have taken the within named goods and chattels, and have caused the same to be valued by the oaths of H. W. Morey, and H. E. Corbright, two responsible men of said county, whose valuation, in writing, is herewith returned; and I have delivered the said goods and chattels to the said Plaintiff and have taken the undertaking of The John Church Company and The Bankers Surety Co, sureties of said Plaintiff, in the sum of $2600.00, which undertaking is also herewith returned.

Given under my hand, this 22nd day of November, A.D. 1907.

P.D. Longbrake, Coroner.

8694 Certificate of Appointment of Appraisers.

On November 29th, 1907, the following Certificate was filed:-

The John Church Company, Plaintiff, vs. D.C. Bolenbaugh, as Sheriff &c, Defendant.

Court of Common Pleas, Union County, Ohio, November 29th, 1907.

We the undersigned, two freeholders of Union County, Ohio, having first been duly sworn by P.D. Longbraker, coroner of Union County, Ohio, to assess the value of the property seized by virtue of a writ of replevin, issued out of the Court of Common Pleas of Union County, Ohio, at the suit of The John Church Company v. D.C. Bolenbaugh, as Sheriff of Union County, Ohio, do upon actual view assess the value as follows:-

Eight pianos and 5 piano boxes, valued at $1300.00.

Witness our hands this 22nd. day of November, 1907.

H.W. Morey,
H.E. Corbright.

I do hereby certify that the above named H.W. Morey and H.E. Corbright, two responsible persons, freeholders of Union County, Ohio, were duly summoned and sworn by me truly to assess the value of the above described property, and made appraisement thereof as above set forth, this 22nd. day of November, 1907.

P.D. Longbraker.
Coroner of Union County, Ohio.

8694 Motion.

On January 6th, 1908, the following Motion was filed:-

The John Church Company, Plaintiff, vs. D.C. Bolenbaugh, Defendant.

Court of Common Pleas, Union County, Ohio, January 6th, 1908.

Now comes Milo L. Myers, and represents to the Court that he is the duly appointed qualified and acting Trustee for the creditors of William W. Weaver, and as such he moves the Court that he may be substituted as the defendant herein in place of the sheriff, in order that he may the proper defense to said action to preserve the rights of the said creditors of said William W. Weaver, who are the real parties in interest herein.

Richard L. Cameron,
Attorney for Milo L. Myers.

8694 Entry. On January 6th. 1908, the following Entry was filed:-

The John Church Company, Plaintiff.
Vs.
D. C. Bolenbaugh, Sheriff, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 6th. 1908.

This day this cause came on to be heard on the motion of Milo L. Myers as Trustee in Bankruptcy for the creditors of William W. Weaver, bankrupt, to be made a party defendant in the place of D. C. Bolenbaugh, Sheriff in the above entitled action, and the Court, being fully advised in the premises, do find that said Milo L. Myers is the duly appointed and qualified Trustee for the creditors of said William W. Weaver bankrupt, and as such is entitled to be substituted as defendant in place of said D. C. Bolenbaugh, Sheriff and it is therefore ordered by the Court that he be made the party defendant herein and that he be granted 3 days from the date hereof in which to file answer herein.

8694 Answer. On January 22 nd. 1908, the following Answer was filed:-

The John Church Company, Plaintiff.
Vs.
D. C. Bolenbaugh, as Sheriff of Union County, Ohio, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 22nd. 1908.

Now comes Milo L. Myers, having heretofore been substituted as the party defendant herein, in the place of said D. C. Bolenbaugh, Sheriff of Union County, Ohio, by leave of this Court and also by leave of this Court makes answer herein and says; that he is the duly appointed, qualified and acting Trustee of the estate in Bankruptcy of William W. Weaver.

That he denies each and every allegation in the plaintiffs petition contained.

Wherefore he prays that he may be given the undisturbed possession of the property described in the plaintiffs petition and that he may go hence without day and recover his costs herein and for all proper relief.

Richard L. Cameron,
Attorney for Defendant.

The State of Ohio, Union County, ss.

Milo L. Myers, being first duly sworn, says that he is the answering defendant herein and that the facts stated and allegations made in said answer are true as he verily believes.

Milo L. Myers.

Sworn to before me and subscribed in my presence this 22 nd. day of January, A. D. 1908.

Richard L. Cameron,
Notary Public in and for Union County, Ohio.

8694
Motion.

On May 2nd. 1908. the following Motion was filed:-

The John Church Company, Plaintiff.
Vs.
D.C. Bolenbaugh, Sheriff, Defendant.

Court of Common Pleas,
Union County, Ohio,
May 2nd. 1908.

Now comes Milo L. Myers, as Trustee in Bankruptcy of the estate of William W. Weaver, defendant, by his attorney, and moves the Court for a new trial in this action, for the following reasons, to-wit:-

That the finding of the Court in this case is not sustained by the evidence, and is against and contrary to the weight of the evidence.

That the finding of the Court in this case is against and contrary to the law of the case.

Richard L. Cameron,
Attorney for Defendant.

8694
Entry.

On May 2nd. 1908, the following Entry was filed:-

The John Church Company, Plaintiff.
Vs.
D.C. Bolenbaugh, Sheriff &c. Defendant.

Court of Common Pleas,
Union County, Ohio.
May 2nd. 1908.

This cause having on a former day of this court been submitted to the court upon the pleadings and evidence, without the intervention of a jury, the same having been waived, and the court having found on the issue joined for the plaintiff, and that at the commencement of this action the plaintiff was entitled to the possession of the goods and chattels described in the plaintiff's petition, and that the defendant unlawfully detained the same, and having assessed damages to the plaintiff by reason of the premises at $1.00; and the defendant having filed a motion for a new trial; on consideration thereof the court overrules said motion. It is therefore considered and adjudged by the court, that at the commencement of this action the plaintiff was entitled to the possession of the goods and chattels described in the plaintiff's petition, and that the defendant unlawfully detained the same, and that the plaintiff recover from Milo L. Myers as trustee in bankruptcy of the estate of William Weaver, heretofore substituted for said D.C. Bolenbaugh, as defendant, the said sum of $1.00, together with its costs herein expended. To all of which findings, order and judgment of said Court the said Milo L. Myers, as Trustee aforesaid, by his attorneys, excepted at the time.

Attest: Charles Parrott, Clerk.
By Hester McCoy, Deputy.

Term continued and held at the Court House in Marysville, within and for said County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit on the 16th. day of November, 1907, the following Entry was filed with the Clerk of said Court, towit:-

8670 Entry.

John C. Aeman, Jr. Plaintiff.
Vs.
J. R. Turner, Administrator of the Estate of Valorous Turner, Defendant.

Court of Common Pleas, Union County, Ohio. November 16th, 1907.

This day leave was given to plaintiff to file petition by November 18th, 1907.

8670 Petition.

On November 18th, 1907, the following Petition was filed:-

John C. Aeman, Jr. Plaintiff.
Vs.
J. R. Turner, Administrator of the Estate of Valorous Turner, Defendant.

Court of Common Pleas, Union County, Ohio. November 18th, 1907.

This cause comes by appeal from the docket of J. M. Kennedy, Justice of the Peace, Paris Township, Union County, Ohio. By leave of Court first had, being in default, the plaintiff files this petition against defendant; For balance due on book account of $46.21 and interest, June 17th, 1907, the plaintiff presented the account to said administrator for allowance, but was rejected by him.

Wherefore plaintiff asks judgment for the sum of $46.21 and his costs and all proper relief.

A. K. Kollefrath,
Atty. for plaintiff

State of Ohio, Union County, ss.

John C. Aeman, Jr. being sworn according to law, says the facts stated and allegations made in the foregoing petition are true as he verily believes.

J. C. Aeman, Jr.

Sworn to before me by John C. Aeman, Jr. this 16th. day of November, 1907.

A. K. Kollefrath,
Notary Public.

(Seal)

8670. Entry.

On December 28th, 1907, the following Entry was filed:-

John C. Aeman, Jr. Plaintiff.
Vs.
J. R. Turner, Administrator of the estate of Valorous Turner, Defendant.

Court of Common Pleas, Union County, Ohio, December 28th, 1907.

This day leave was given to Defendant to file answer by January 4, 1908.

8670 Entry.

On January 6th, 1908, the following Entry was filed:-

John C. Aeman, Jr. Plaintiff.
Vs.
J. R. Turner, Admr, &c. Defendant.

Court of Common Pleas, Union County, Ohio. January 6th, 1908.

This day leave was given to plaintiff to file amended petition instanter and same filed.

8670 Amended Petition.

On Janu
John C. Ae

J. R. Turn
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1896.
Jan. 16.
" 31
Mch. 30
April 7
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Dec. 31.
1897.
Feb. 9.
Mch. 19.
April 12
13
16
May 8
1898
July 7
1900.
Mch. 8.
1901
Nov. 2.

1902.
Feb. 18.
May 14
Oct. 30
1903
Oct. 15
Oct. 16.
" 18.
" 23.
" 24.

1897-
Oct. 28. By
Nov. 2 "
1900
May 25.

$670
Amended
Petition.

On January 6th. 1908. the following Amended Petition was filed:-

John C. Auman, Jr. Plaintiff.
Vs.
J. A. Turner, Administrator of the
Estate of Valorous Turner, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 6th. 1908.

Plaintiff says that by leave of Court he files this petition, the cause of which comes by appeal from the docket of J. M. Kennedy, Justice of the Peace of Paris Township, Union County, Ohio.

The plaintiff says that the late Valorous Turner was indebted to plaintiff on book account:-

1896.			
Jan. 16.	To service of bull Jersey cow.		1.50
" 31	" " " " " "		2.00
Mch. 30	" " " " Black cow		2.00
April 7	" " " " " "		2.00
May 5	" " " " Jersey "		2.00
" 11	" " " " " "		2.00
Dec. 31.	" " " " " "		1.00
1897.			
Feb. 9.	" " " " " "		1.50
Mch. 19.	" " " " " "		1.50
April 12	" " " " " "		1.50
13	" " " " " "		1.50
16	" " " " " "		1.50
May 8	" " " " " "		1.50
1898			
July 7	" " " " " "		1.50
1900.			
Mch. 8.	" " " " " "		1.50
1901			
Nov. 2.	" Cutting 672 shocks of corn at 2 3/4 cents shock		18.48
1902.			
Feb. 18.	To service of bull Jersey cow-		1.50
May 14	" " " " red cow-		1.50
Oct. 30	" cutting 2 1/2 acres of cane		2.50
1903			
Oct. 15	Hauling gravel		2.50
Oct. 16.	To hauling gravel 1/2 day		1.25
" 18,	" " " 1 day		2.50
" 23.	" " " 1 "		2.50
" 24,	" " " 1 "		2.50
	Interest		9.40
	Total Amt.		$ 79.71.

1897-
Oct. 28- By cash $1.50
Nov. 2 " " 2.00
1900
May 25- Weeder 10.00

1902.
December 14. Cash. 20.00.
3350 3350
Balance due $46.21

Plaintiff says that J. R. Turner was duly appointed and qualified administrator of the estate of Valorus Turner, deceased, that the foregoing amount was presented to the said administrator, J. R. Turner, for allowance, which said account was by him, the said administrator, rejected June 17, 1907. Wherefore plaintiff asks judgment for the sum of $46.21 with interest from June 17, 1907, and for all proper relief.

A. N. Kollefrath,
Atty for plaintiff.

State of Ohio, Union County, ss.

John C. Asman, Jr. being duly sworn, deposeth and says that the facts and allegations stated in the foregoing petition are, as he believes, true.

J. C. Asman, Jr.

Sworn to before me and subscribed in my presence this 4th. day of January, 1908.

A. N. Kollefrath,
(Seal) Notary Public.

8670 Motion to Strike from files.

On January 17th, 1908, the following motion was filed:-

John C. Asman, Jr. Plaintiff.
vs.
J. R. Turner, Administrator of the Estate of Valorus Turner, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 17th, 1908.

Now comes the defendant herein, by his attorneys, and moves the court to strike the amended petition herein, from the files, for the want of a verification, as required by law.

E. W. Porter and J. L. Loughrey,
Attorneys for Defendant.

8670 Entry.

On January 24th. 1908, the following Entry was filed:-

John C. Asman, Jr. Plaintiff.
vs.
J. R. Turner, Administrator &c. Defendant.

Court of Common Pleas,
Union County, Ohio,
January 24th, 1908.

This cause coming on for hearing on the motion of the defendant to strike the petition from the files, was argued by counsel; on consideration whereof the court do overrule said motion, and leave is granted defendant the statutory time in which to plead, from the date of the filing of the amended petition herein, to which ruling of the court, the defendant, by his counsel, then and there excepted.

8670 Answer.

On March 28 th. 1908, the following Answer was filed:-

John C. Asman Jr. Plaintiff.
vs.
J. R. Turner, Administrator of the Estate of Valorus Turner, deceased, Defendant.

Court of Common Pleas,
Union County, Ohio,
March 28th, 1908.

Now comes the defendant herein, and by leave of the court, answers to the amended petition of the plaintiff herein and says:

1. That he admits that he is the duly appointed and qualified

administrator of the estate of said Valorous Gurnee, deceased, as alleged, but denies each and every other allegation in said petition contained, except that he admits that said account was presented to him for rejection or allowance, but he specifically denies that it was rejected on said June 17th, 1907, as alleged.

2. That defendant, for a further answer and second defense, says, that the said plaintiff ought not to have or maintain his said action thereof against him as such administrator, because he says that said claim, in said petition mentioned has been fully paid.

3. Defendant further answering, says, that more than six years have elapsed since the maturity of the said claims, and prior to the commencement of this action.

4. For a fourth defense, defendant says, that said John C. Asman, Jr., on, or about the 16th. day of November, A. D. 1906, presented said claims to this defendant, as such administrator, for allowance as valid claims against said estate, and that defendant disputed the same, and refused so to do, and rejected said claims, and endorsed said rejection upon the back thereof, as of said date, and that more than six months have elapsed since said refusal and rejection, and before the commencement of this action, and defendant further says that said claims have never been referred in conformity to the provisions of the statute in such case made and provided.

Wherefore, defendant, as such administrator, asks that he may be dismissed with his costs.

E. W. Porter and John L. Loughrey,
Attorneys for said Defendant.

J. R. Gurnee, the defendant herein, being sworn, makes oath that the facts stated in the foregoing answer are true, as he believes.

J. R. Gurnee.

Sworn to by said J. R. Gurnee, before me, and signed by him in my presence, this 28th. day of March, A.D. 1908.

E. W. Porter, Notary Public,
Union County, Ohio.

(Seal)

8670 Entry.

On April 7th. 1908, the following Entry was filed:-

John C. Asman, Jr. Plaintiff.
vs.
J. R. Gurnee, Admr. &c. Defendant.

Court of Common Pleas,
Union County, Ohio,
April 7th. 1908.

This day leave was given to Plaintiff to file reply instanter and same filed.

8670 Reply.

On April 7th. 1908, the following Reply was filed:-

John C. Asman, Jr. Plaintiff.
vs.
J. R. Gurnee, Administrator of the Estate of Valorous Gurnee, deceased, Defendant.

Court of Common Pleas,
Union County, Ohio,
April 7th.: 1908.

Leave of Court first had plaintiff files his Reply. The plaintiff denies each and every allegation in defendant's answer not stated in the plaintiff's amended petition.

John C. Asman, Jr.
By A. C. Kellogg, his attorney.

State of Ohio, Union County, ss.

John C. Aeman. Jr. being first duly sworn, deposes and says that the facts stated and allegations made in the foregoing reply are true as he verily believes.

J. C. Aeman. Jr.

Sworn to before me this 7th. day of April. 1908.

Chas. Barrett,
Clerk of Courts.

(Seal)

8670 Entry.

On April 7th. 1908. the following Entry was filed:

John C. Aeman. Jr. Plaintiff.
Vs.
J. A. Turner Admst. Defendant.

Court of Common Pleas.
Union County. Ohio.
April 7th, 1908.

This day came the parties herein by their attorneys; also came the following named persons as Jurors, towit. Pearl Dally, N. D. Inskips, G. R. Eigley, D. A. Temple, Wm. Rogers, L. B. Goff, J. W. Field, W. A. Jones, J. F. Hagard, J. R. Taylor, Swayne Kennedy, and I. N. Robertson, 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 all the testimony adduced in this case, arguments of counsel, and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes the said Jury into open court, with this their verdict in writing, signed by their foreman and say,

"We, the jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendant at the sum of $40.00. And the costs herein taxed at $

J. R. Taylor, Foreman."

8670 Motion for New Trial.

On April 9th. 1908. the following Motion was filed:-

John C. Aeman, Jr. Plaintiff.
Vs.
J. A. Turner, Admr. Estate of
Valorous Turner, deceased, Defendant.

Court of Common Pleas.
Union County, Ohio.
April 9th, 1908.

The defendant moves the court for a new trial in this case, for the following causes affecting materially his substantial rights herein, towit.

1. That the verdict of the jury is not sustained by sufficient evidence.

2. That the verdict was against and contrary to the manifest weight of the evidence.

3. That the verdict is in manifest disregard of the instructions of the court.

4. That the verdict is contrary to law.

5. That the verdict was for the plaintiff, when, by the law of the land, it should have been for the defendant.

E. W. Porter and John L. Loughry.
Attorneys for Defendant.

8670 Entry.

On April 11th. 1908. the following Entry was filed:-

John C. Aeman, Jr. Plaintiff.
Vs.
J. A. Turner, Admst Defendant.

Court of Common Pleas.
Union County, Ohio.
April 11th, 1908.

This cause now coming on for hearing on the motion of the de-

fendant for a new trial, the Court, on consideration, overrules the same, to which rulings, orders and judgments of the Court, the defendant then and there excepts.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $40.00, heretofore found due him, together with his costs herein expended. To all of which rulings, orders and judgments of the Court, the defendant then and there excepts.

Attest: Charles Parrott, Clerk.
By Chester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 31st. day of December, 1907, the following Petition was filed with the Clerk of said Court, towit:-

8708 Petition.

Court of Common Pleas,
Union County, Ohio
December 31st, 1907.

Otella May Collette, Plaintiff,
vs.
Dalton P. Collette, Defendant.

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

That she was married to the defendant on the 27th. day of August, A. D. 1903, at Plain City, Ohio.

That the following children are the issue of such marriage; Dorothy Collette, three years old; Earnest Collette, born August 21, 1906, and died August 23, 1906; Morrice Collette, three months old.

First; That defendant has been guilty of gross neglect of duty towards plaintiff for more than one year last past. That he has since said marriage and for more than a year last past failed to provide a living for plaintiff and their children, and that by reason thereof she has been obliged to support herself and their children. That by his negligence and neglect of said defendant towards said plaintiff during the summer of 1906, she was compelled, being in a state of pregnancy, to carry water, chop wood and perform other burdensome labor, which resulted in the premature birth of their child, Earnest Collette. That said defendant negligently failed to properly care and provide for plaintiff and furnish her with the necessaries of life during said confinement.

Second. That defendant since said marriage has been guilty of extreme cruelty towards plaintiff; that on the 19th. day of October, A. D. 1907, said defendant was intoxicated and ordered said plaintiff to return to her parents and then and there refused to cohabit with her, and in her presence used violent and abusive language.

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

Wherefore, plaintiff prays judgment that she may be divorced from defendant and may be restored to her maiden name, Otella May Fleming, that she may be awarded the custody of said children, and for such other and further relief as may be proper.

Strayer & Shultz.
Attorneys for Plaintiff.

State of Ohio, County of Union, ss.

Otella May Collette, being duly sworn, says that she believes the facts stated and allegations in her foregoing petition to be true.

Otella May Collette

8708 Precipe.

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Sworn to before me, and signed in my presence this 30th. day of December, A. D. 1907.

J. P. McDowell,
Justice of the Peace.

8708 Precipe. On December 31st. 1907. the following Precipe was filed:-

Court of Common Pleas,
Union County, Ohio
December 31st, 1907.

Otella May Collette, Plaintiff.
Vs.
Dalton P. Collette, Defendant.

To the Clerk of the Common Pleas Court of Union County, Ohio:-

Issue summons upon the petition in the above case, returnable according to law, and endorse thereon, for equitable relief.

Strayer & Shultz,
Attorneys for Plaintiff.

8708 Summons. On December 31st. 1907. the following Summons was issued:-

Court of Common Pleas,
Union County, Ohio,
December 31st, 1907.

Otella May Collette, Plaintiff.
Vs.
Dalton P. Collette, Defendant.

To the Sheriff of the County of Union.

You are commanded to notify Dalton P. Collette that Otella May Collette 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 &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 13th. day of January, A. D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 31st. day of December, A. D. 1908.

Charles Parrott.
(Seal) Clerk of the Court of Common Pleas Union County, Ohio.
By Hester McCrory, Deputy Clerk.

Sheriff's Return.

Received 9 o'clock a. m. on the 1st. day of January, A. D. 1908. and on the 1st. day of Jan. A. D. 1908. 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.

D. C. Bolenbaugh, Sheriff.

8708 Entry. On May 9th. 1908. the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio,
May 9th. 1908.

Otella May Collette, Plaintiff.
Vs.
Dalton P. Collette, Defendant.

Now came the plaintiff, and the defendant having been duly served with a summons and a copy of the petition herein, and having failed to appear, the court find him in default for an 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 a period of one

year next preceding the same, and was at the time a bona fide resident of the County of Nowata, 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 towards the plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

8753
Petition.

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Otella May Collette and Dalton P. Collette be, and the same hereby is, dissolved, and both parties are relieved 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 orders, confided to the said plaintiff exclusively. But it is hereby ordered that the defendant have the privilege of taking the said child, Dorothy Collette to the home of his mother during the month of June of each year, at which time the care, custody, control and support of said child is confided in him exclusively.

It is further ordered that after the said child Morrice Collette becomes five years old the said defendant may have the care, custody, control and support of him at the home of his mother, the said during the said month of June of each year.

It is further ordered that upon the serious illness of either of said children, the parent in whose custody they may be at the time, shall give reasonable notice to the other parent, and such other parent shall have the privilege of visiting said child during its illness.

It is further ordered that the defendant shall not be held responsible in any way for the care or support of said children while they are in the custody of the plaintiff, and she is not to be held responsible for their care and support while they are in the care and custody of the defendant.

This order as to the custody and support of said children to continue in force until the same is modified by the court.

It is further considered by the court that the said plaintiff recover from the said defendant her costs herein expended.

Attest: Charles Barrett, Clerk.
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 18th. day of April, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8753
Petition.

Charles Borchett, Plaintiff.

Vs.

James Cargo and Hester Cargo, Defendants.

Court of Common Pleas.
Union County, Ohio
April 18th, 1908.

Plaintiff says that he is the owner of the following described property in the County of Union, State of Ohio, and in the Township of Jerome, towit, Being a part of Survey no. 5166.

Beginning at a stone corner to John Wise and Harmon Patch, being the N.E. corner of land conveyed to Isaac Chaunel by John Oliver; thence with the North line of said land S. 53 deg. W. 39 Poles and one quarter of a pole to a stone, corner to Harmon Patch in the line of George Coleman; thence with said line S. 37 deg. E. 49 poles to a stone and stake; thence 53 deg. E. 39 1/4 poles to a stone and stake in the west line owned by the heirs of Wm. Beard, deceased; thence with said line N. 37 deg. W. 49 poles to the beginning containing 12 acres of land.

Plaintiff says, that there is a public roadway leading out from the Northeasterly corner of his said described lands, through the lands of said defendants, along the line of John Wise, Easterly to the Adams & Croninger stone pike, and the only outlet to said lands for ingress or egress. Said roadway or easement is sixteen feet wide.

Plaintiff says that he and his predecessors in such title and possession have had and enjoyed without interruption the right to and actual use thereof for more than forty years last past of the said roadway out to the said pike.

Plaintiff further says, that said roadway is and has been throughout said period a public road and highway, open to all the world, and used in peaceable and undisturbed possession by the said plaintiff, his predecessors and adjoining land owners, and all persons who wished to use the same for more than twenty one years before July 1907, when defendants began to obstruct the same.

And the owners of adjacent lands and of the lands covered by said road way have throughout said time fully acquiesced in said road and its use, and never disputed the dedication of the same or interfered with its use in any way until the time hereinafter stated.

Such use and occupancy of said easement or roadway has been open, notorious, adverse, uninterrupted and continuous, and with the full knowledge of the defendant and his grantors for a period of more than twenty one years, towit, since before the year 1850.

Plaintiff says that the said defendants, though they are fully cognizant of all the facts hereinbefore set forth, threaten to construct a fence or fences across said right of way or easement, upon his said lands hereinbefore mentioned, and to remove the fence that now is and for more than 21 years has been along the sides of said

easement or roadway, and in other ways to interfere with the use and enjoyment of the same by the plaintiff in passing to and from his said lands.

Plaintiff further says, that should the defendants so construct said fences and interfere with said easement or roadway, they will prevent this plaintiff access to his lands, or from his lands to the highway aforesaid, and will greatly lessen the value of said lands, and will work great and irreparable injury to the plaintiff, for which he can have no adequate remedy at law.

Wherefore, the plaintiff prays that his title to the use and enjoyment of said right of way may be quieted, and that the said defendant may be forever enjoined from their constructing said fence or fences, or in any way interfering with plaintiff in the use and enjoyment of said right of way or easement, and if it shall be found that said defendants have already constructed said fence or fences across said right of way or easement, that a mandatory injunction may issue, commanding said defendants to remove said fences, and thereafter to refrain from erecting the same, and that pending the hearing herein, a temporary order of injunction may issue, commanding the defendants not to interfere with the plaintiff in the use and enjoyment of said roadway, by building fences or in any other way, and to remove any fences he may have already built across said right of way; and for such other and further relief as in justice and equity the Court may deem proper.

McCrory & Cameron,
Attorneys for plaintiff.

State of Ohio, Union County, ss.

Charles Borchett, being first duly sworn, says that he is the plaintiff in the above entitled action, and that the facts stated and allegations made therein are true.

Charles Borchett.

Sworn to and subscribed in my presence this day of April, 1908.

Charles Parrott,
Clerk of Courts.
(Seal)

8753. Precipe. On April 8th, 1908, the following Precipe was filed:-

Charles Borchett, Plaintiff.
vs.
James Cregg and Hester Cregg, Defendants.
To the Clerk of said Court:-

Court of Common Pleas,
Union County, Ohio,
April 18th, 1908.

Issue Summons in the above entitled case, for James Cregg and Hester Cregg - Indorse- Injunction allowed, directed to Sheriff of Union County, Ohio, returnable according to law.

McCrory & Cameron,
Plaintiffs attorneys.

8753. Summons. On April 18th, 1908, the following Summons was issued:

Charles Borchett, Plaintiff.
vs.
James Cregg and Hester Cregg, Defendants.
To the Sheriff of Union County.

Court of Common Pleas,
Union County, Ohio,
April 18th, 1908.

8753 Undertaking for Order of Injunction. You
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Common Pleas,
n County, Ohio,
18th, 1908.

You are hereby commanded to notify Jaures Crego and Hester Crego that they have been sued by Charles Porchett in the Court of Common Pleas of Union County and must answer by the 23 day of May A. D. 1908. or the petition of the said Plaintiff will be as true, and judgment rendered accordingly.

You will make due return of this summons on the 4th. day of May. A. D. 1908.

Witness my hand and the seal of said Court, this 20 day of April. A. D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ April 21st A. D. 1908 at 8 o'clock A. M., and served same by personally handing the within named Jaures Crego and Hester Crego true and certified copies of this writ, with all the endorsements thereon, this 21st day of April. 1908.

D. C. Boleubaugh, Sheriff.

8753 Undertaking for Order of Injunction.

On April 18th, 1908, the following Undertaking was filed:-

Charles Porchett, Plaintiff. Court of Common Pleas,
Vs. Union County, Ohio,
Jaures Crego and Hester Crego, Defendants. April 18th, 1908.

We bind ourselves to the said Defendants, Jaures Crego and Hester Crego in the sum of One Hundred Dollars that the said Plaintiff, Charles Porchett, shall pay to the said Defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted.

April 18th, 1908. Charles Porchett
John Wier.

This undertaking approved by me, this 18 day of April, 1908.

Charles Parrott,
(Seal) Clerk of said Court.

8753. Temporary Restraining Order.

On April 20th 1908, the following Temporary Restraining Order was filed:-

Charles Porchett, Plaintiff. Court of Common Pleas,
Vs. Union County, Ohio,
Jaures Crego and Jaures Crego, Defendants. April 20th 1908.

I allow a temporary restraining Order in the above action, as prayed for in the petition until the same can be further heard, upon Plaintiff giving an undertaking, conditioned according to law, to the satisfaction of the Clerk of this Court, in the sum of One Hundred Dollars, ($100.00)

Done this 20th day of April, 1908.

John M. Brodrick, Judge.

8753 Entry.

On May 23rd, 1908, the following Entry was filed:

Charles Porchett, Plaintiff. Court of Common Pleas,
Vs. Union County, Ohio.
Jaures Crego and Hester Crego, Defendants. May 23rd, 1908.

Now came the parties herein - the defendants in person, by advice of their attorney - and the said defendants not desiring to further plead to the suit of Plaintiff herein, and upon his payment of the costs

tavrd, rquests the court to confirm the following decree:-

It is therefore, on consent of the defendants, and on motion of the plaintiff, adjudged and decrred that the injunction hrrtofore granted in this action be, and the same herrby is made perpetual.

It is further considerrd that the said plaintiff recover from the said defendants his costs herein expendrd taxed at $ 10.67, which is paid.

Attest: Charles Parrott, Clerk.
By Lester McCrory, Dputy.

8725 Petition.

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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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 1st. day of February, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8725
Petition.

Court of Common Pleas,
Union County, Ohio,
February 1st. 1908.

Louisa R. Sumner, Richey J. Sumner
and Ida Henderson, Plaintiffs,
Vs.
Evan L. Jones, Benjamin L. Robinson,
and Peter Cline, as the Board of
County Commissioners of Union
County, Ohio; Dwight B. Edwards, as
Auditor of Union County, Ohio; Alvie
Graham, as Surveyor and Engineer
of Rogers Ditch, No. 795, John C. Asman,
William Asman and John C. Asman, Jr.
Defendants.

The Plaintiffs Louisa R. Sumner, Richey J. Sumner and Ida Henderson, say:

That said Louisa R. Sumner is the widow, and that said Richey J. Sumner, and the said Ida Henderson, are the heirs-at-law, and only heirs-at-law of Valorous Sumner, late of Union County, Ohio, deceased, and that they are the owners in common of the tract and parcel of land in said Union County, described as follows:- Situate in the Township of Paris, County of Union and in Virginia Military Survey No. 3350 and No. 3352, and bounded as follows:- Beginning at a stake in the center of Mill Creek, in the east line of John W. Robinson's land, and blazing a walnut near by and a pin oak, 1 1/2 poles west, and being the upper north corner of the Aaron Brown farm; thence down the center of Mill Creek, with the meanders, until it reaches the land of John Asman to a stone, witness a sycamore N. 23 West 35 links from the corner; thence S. 10 1/4 E. with John Asman's line 152 60/100 poles to the south-east corner of the said Aaron Brown farm, and the corner of Dr. D. W. Henderson's land; thence south 80 west 105 52/100 poles with Dr. Henderson's line to a stone at the west line of said Aaron Brown's 180 poles to the place of beginning. Containing 129 1/2 acres more or less, and also including a lane out to the Marysville and New Dover Pike, as now run off, and provided in Aaron Brown's deed, for a perfect right to run, and use the same from said farm to said pike, and the whole constituting the Aaron Brown farm in Paris Township of said Union County, Ohio."

In the year 1906, upon petition filed and bond given by John C. Asman, Jr. and others, the Board of Commissioners of said County caused to be located, established and constructed a private ditch, known as the Asman Ditch No. 733, on the following route: "Commencing at a stake on the lands of John C. & William Asman, in Paris Township, Union County, Ohio; thence in an Northeasterly course across said lands to an open ditch; thence with said ditch or near thereto, through the lands of Valorous & L. R. Sumner to a tile in said open ditch; thence

with the line of said ditch or near thereto, to the timber lands of said Valorous & L. A. Turner."

Said ditch was established and constructed for the purpose of draining the land of John C. and William Aeman, which to that time had been practically worthless, and thereby reclaiming and rendering valuable and capable of cultivation, a large body of land covered by water during a large portion of the year, and therefore utterly incapable of being cultivated, pastured or put to any profitable use.

The lands of plaintiff, or any part thereof, were not benefited by said ditch in any manner, and, accordingly, when the cost and expenses of the construction of said ditch came to be assessed upon the lands benefited thereby, but a very small part of said cost and expenses were apportioned or assessed upon the aforesaid lands of the plaintiffs, but nearly the entire costs and expenses were apportioned to and assessed upon the lands which the drainage would render not only productive, but peculiarly valuable.

The Plaintiffs now complain and say that on the 19th. day of November, 1906, a petition, signed by the defendant, John C. Aeman, was filed with the Auditor of said county, praying the defendants, the board of Commissioners of said county, to cause said Aeman Ditch, to be extended from its outlet in an easterly, and north-easterly course, following an open ditch, or near thereto, across the lands of plaintiffs, and on to the lands of J. C. Aeman, Sr. and continuing to Mill Creek, and asking that said ditch be constructed of tile, of sufficient size to properly drain the lands drained therein, and asking for laterals. And further, that such proceedings were had by said Commissioners on said petition, that on the 14th. day of December, 1906, an order was made by them granting the prayer of the petition, and directing the County Surveyor to go upon the line of said ditch therein described and perform such duties, and make such reports and apportionments, as are contemplated and specified in Sections 4454, 4455 & 4456 of the Revised Statutes of Ohio. Said proposed ditch is called Rogers Ditch, No. 795.

And afterwards, on or about the 23rd. day of February, 1907, said Surveyor filed his report, showing the general character of the improvement, with an estimate of the total cost thereof, and an apportionment of the same. By said report, and apportionment, over (63) thirty-three per cent. of the total estimated cost of the proposed extension of said ditch is assessed against the lands of the plaintiffs, hereto fore described.

And plaintiffs say that said apportionment is unjust and unfair, and that had it been made according to benefits, no part of the cost of said ditch would have been apportioned against them, or either of them.

Upon receiving notice thereof, and that the cause would be for hearing before said board of commissioners on the 4th. day of March, 1907, plaintiffs appeared and filed their exceptions to said apportionment, but the same were disregarded by said board of commissioners, and an order was made for the sale, by said surveyor, of the construction of the work of extending said ditch, as proposed in his said report.

At the time of approving and confirming said report and

apportionment, the said commissioners ordered the Auditor to put the assessments, so made and charged, upon the said lands of the plaintiffs, upon the proper duplicate for collection.

The said Commissioners and Auditor are threatening to take all the steps necessary to make said apportionments liens upon the plaintiffs said lands, and to collect the same by legal proceedings, to the great and irreparable damage of the plaintiffs.

And plaintiffs say that although no benefit whatever would accrue to their aforesaid lands, by reason of the construction, extension, cleaning out, deepening or widening of said ditch, although but a very small part of said lands were assessed for the original location, establishment, or construction of the same, the said defendants are insisting that the plaintiffs should bear a larger part of the expenses of establishing locating and constructing of said last named ditch, because the aforesaid lands of plaintiffs naturally drained their waters on to the lands of said J. C. Aeman, Sr., and the same are carried off through said ditch; and the defendants, the board of commissioners, and their engineer, have made the apportionment for the cost and construction of said ditch, not according to benefits which would accrue to the lands of the plaintiffs, but according to the quantity of rainfall or quantity of water which fell upon the lands of the plaintiffs, and would be carried off through said ditch.

But the plaintiffs say, that whatever benefit might accrue to any lands assessed for the location and construction of said ditch, would accrue to the defendants alone, and that all the benefits therefrom, would accrue to the lands of the said defendants. And, further, that said proposed ditch would be of great and irreparable damage to these plaintiffs, in this, towit: that plaintiffs said property is, and always has been, used exclusively for the pasturage of live stock, and said natural drain contains depressions, at irregular intervals, wherein water collects in pools, and which pools afford the only drinking places for said live-stock, all of which would be utterly destroyed by said proposed ditch.

The plaintiffs therefore say, that said proposed assessments upon their lands are unauthorized, illegal and oppressive; that they, the said plaintiffs, are united in interest in resisting the collection of any sum whatever, for the purpose contemplated in the aforesaid proceedings of the commissioners.

The plaintiffs say, that the location, establishment and construction of said proposed improvement is not conducive to the public health, convenience or welfare, but was especially located and apportioned for The Private Benefit Of The Petitioners for said improvement.

And plaintiffs further say, that the said county commissioners, and the county surveyor have colluded and conspired together for the purpose of promoting the construction of ditches, and to that end, have agreed to put such a wrongful construction upon the law as enables them to assess a large portion of the costs and expenses of making ditches upon lands not benefited by their construction, and in furtherance of such collusion the said

surveyor made, and the said commissioners confirmed the assessments herein complained of, upon plaintiffs' land aforesaid, for the avowed reason that the surface water from said plaintiffs' land runs through said ditch, And For No Other Reason Whatever.

Plaintiffs further say, that the line of said proposed improvement runs through said Turner lands in a natural water course of about fifteen hundred and eighty-five feet in length, with a rapid fall of about eighteen and 68/100 feet, on said lands, and of such depth that a man standing in a large part of it, at the bottom, would be entirely hid from view from nearly all points in the same field. That for the most part, the surface of said lands rapidly fall from their outskirts, to the banks of said natural water drain. And plaintiffs say, that the said surface waters have been running through said natural water course in which it is proposed to construct said ditch, ever since the flood, to the same extent that they now do; that said natural water course was, and is, the natural drain and outlet for said waters, and said plaintiffs' said lands were naturally and sufficiently drained thereby, and were, and are, as well drained and as thoroughly, and plaintiffs say were more so, than they will be when said ditch is constructed, there-with-out question.

The Plaintiffs therefore Ask, that the said proceedings of the said commissioners in said matter of locating, establishing and constructing said ditch may be reviewed by this court; that the gross injustice in the said apportionment of the costs, and expenses of said improvement may be corrected; that said commissioners and said Auditor, may be enjoined from levying the said assessments or any part thereof, upon any of said lands belonging to the plaintiffs, and that said auditor be enjoined from placing upon the tax-duplicate any of the assessments for said improvement, ordered to be levied upon the land of plaintiffs, as aforesaid, and that the plaintiffs may have all, and such other and further relief, to which they may be entitled.

E. W. Porter and Thos. L. Loughrey,
Attorneys for Plaintiffs.

Louisa R. Turner, being sworn, makes oath that she is one of the plaintiffs in the above entitled action, and that the facts stated in the foregoing petition are true.

Louisa R. Turner.

Sworn to, by said Louisa R. Turner, before me, and signed by her in my presence, this 31st. day of January, A. D. 1908.

(Seal) Edward W. Porter.

8725 Waiver.

On February 1st. 1908, the following Waiver was filed:-

Louisa R. Turner, et. al, Plaintiffs.
Vs.
Evan L. Jones, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 1st. 1908.

We, the undersigned, hereby waive the issuing and service of summons herein, and as defendants in the above entitled cause, we hereby enter our appearance herein, and acknowledge "Temporary Injunction Allowed."

8725 Entry.

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8725. Answer.

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Frank J. Ballinger, their Atty.
Dwight B. Edwards, Auditor
Alvi Graham, Surveyor
by Frank J. Ballinger.
J. C. Remau, Jr.
J. C. Remau
William Remau by J. C. Remau, Jr.

8725 Entry. On March 21st. 1908, the following Entry was filed:

Louisa A. Turner, et. al. Plaintiffs.
Vs.
Eran G. Jones. et. al. Defendants.

Court of Common Pleas,
Union County, Ohio;
March 21st. 1908.

This day leave is given to Defendants to file answer within ten days.

8725. Answer. On March 24th. 1908, the following Answer was filed:-

Louisa A. Turner, et. al. Plaintiffs.
Vs.
Eran G. Jones. et. al. Defendants.

Court of Common Pleas.
Union County, Ohio.
March 24th. 1908.

Now come the defendants herein and for answer to the petition of the plaintiffs, say;

That they admit that the plaintiffs are the widow and heirs at law of Valorous Turner, deceased, and that they are the owners in common of the land described in their petition.

That in the year 1906, the County Commissioners of Union County Ohio, established and constructed a County ditch known as the Remau Ditch No. 733 on the route described in plaintiffs petition.

That on the 19th. day of November, 1906, a petition signed by the defendant, John C. Remau, was filed with the auditor of said county praying as alleged in said petition of plaintiffs.

That such proceedings were had thereon that on the 14th. day of December, 1906, an order was made granting the prayer of said petition and directing the county surveyor of said county to go upon the line of said ditch to perform such duties and make such reports and apportionments as are contemplated by law.

That on or about the 23" day of February, 1907, said surveyor filed his report showing the general character of the improvement, with an estimate of the total cost thereof and an apportionment of same.

That the plaintiffs upon receiving notice of the hearing appeared, on the 4th. day of March, 1907, before said board of commissioners and filed their exceptions to said apportionment.

That an order was made for the sale, by said surveyor of the construction of the work of extending said ditch.

That the commissioners ordered the auditor of said county to put the assessment, so made and charged upon the lands of plaintiffs, upon the proper duplicate for collection.

That the commissioners and auditor of said county are

expecting to take the necessary steps to collect said apportionment by legal proceedings.

And the defendants deny each and every allegation contained in said petition, not herein expressly admitted to be true.

F. J. Ballinger and,
Hoopes & Robinson
Attorneys for the defendants.

The State of Ohio, Union County, ss.

Alvi Graham, being first duly sworn, says that the facts stated and the allegations made in the foregoing answer are true, as he verily believes.

Alvi Graham.

Sworn to before me and subscribed in my presence this 24th. day of March, 1908.

(Seal) Charles Parrott, Clerk.

8725 Entry.

On April 29th. 1908. the following Entry was filed:-

Louisa A. Gunnes, et.al, Plaintiffs,
Vs.
Evan G. Jones, et.al, Defendants.

Court of Common Pleas,
Union County, Ohio.
April 29th, 1908.

And now comes the plaintiffs and the defendants and thereupon this action came on for trial before the court upon the pleadings and evidence; on consideration whereof the court find for the defendants. It is therefore considered that the injunction heretofore granted in this action be and the same is hereby dissolved, and said petition is dismissed; and it is further considered that the said defendants recover their costs of the plaintiffs taxed at $

Attest: Charles Parrott, Clerk.
By Keeter McCrory, Deputy.

8704 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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 26th day of December, 1907 the following Petition was filed, towit:

8704
Petition.

Elizabeth H. Marriott, Plaintiff.
Vs.
L. A. Harvey and G. C. Dodds, Defendants.

Court of Common Pleas,
Union County, Ohio.
December 26th, 1907.

Plaintiff says that on or about the 18th day of February, 1907, she entered into a contract with the defendants, L. A. Harvey and G. C. Dodds, to sell and furnish them the gravel to construct and build two certain gravel roads, viz: the boundary gravel road and the Osborne gravel road, located in northern Union County, for which the said defendants had a contract with the Commissioners of the said Union County, to construct and build. That the said defendants agreed to pay to the plaintiff for the gravel to be used in the building of said roads, as follows: for the amount of gravel used on the Boundary gravel road, two hundred and twenty five ($225.00) dollars; for the amount of gravel used on the Osborne gravel road Six hundred and seventy five ($675.00) dollars.

That the said amount of gravel was furnished by the plaintiff to the said defendant, and by them, the defendants, received and used.

That there is now due and unpaid to the plaintiff by the defendants the sum of Nine Hundred ($900.00) dollars with interest from the 1st day of November, 1907.

Plaintiff therefore prays that she may have a judgment against the defendants for said sum of $900.00 with interest from the 1st day of November, 1907, and for costs of suit.

S. W. Van Winkle and
J. A. McAllister,
Attorneys for Plaintiff.

State of Ohio, Union County, ss.

Elizabeth H. Marriott, being first duly sworn, say that the facts stated in the foregoing petition are true as she verily believes.

Elizabeth H. Marriott.

Sworn to before me and subscribed in my presence this 24th day of December, 1907.

(Seal) W. D. Cameron, Notary Public.

8704
Precipe

On December 26th, 1907, the following Precipe was filed:

Elizabeth H. Marriott, Plaintiff.
Vs.
L. A. Harvey and G. C. Dodds, Defendants.

Court of Common Pleas,
Union County, Ohio.
December 26th, 1907.

To the Clerk:-

Issue summons directed to the Sheriff of Union County Ohio, for the defendants, L. A. Harvey and G. C. Dodds, in the above entitled action, and make same returnable according to law.

Also issue an order of attachment in the foregoing action

directed to said Sheriff; also notices to garnishees. Evan G. Jones, B. L. Robinson and Lester Klick, as commissioners of Union County, Ohio, Alvi Graham, as surveyor of said county, Dwight B. Edwards, as Auditor of said county, and J. J. Scott, as treasurer of said county, and make same returnable according to law.

S. W. Van Winkle, Atty for Plaintiff.

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8704
Summons.

On December 26th. 1907 the following Summons was issued:

Court of Common Pleas,
Union County, Ohio,
December 26th. 1907.

Elizabeth K. Marriott, Plaintiff.

vs.

L. A. Harry and G. C. Dodds, Defendants

To the Sheriff of Union County:

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On Decem
Elizabeth

L. A. Harry

You are hereby commanded to notify L. A. Harry and G. C. Dodds that they have been sued by Elizabeth K. Marriott in the Court of Common Pleas of Union County, and must answer by the 25th. day of January, A. D. 1908, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

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for the Co

You will make due return of this summons on the 6th. day of January, A. D. 1908.

Witness my hand and the seal of said Court, this 26th. day of December, A. D. 1907.

(Seal) Charles Parrott, Clerk.

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Sheriff's Return.

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The State of Ohio, Union County, ss.

Received this writ Dec. 26th A. D. 1907 at 10 o'clock A. M. and after diligent search and careful inquiry the within named L. A. Harry and G. C. Dodds can not be found in this Union County, O.

D. C. Brubaugh, Sheriff.

8704
Affidavit

On December 26th. 1907 the following Affidavit was filed:

Court of Common Pleas,
Union County, Ohio,
December 26th. 1907.

Elizabeth K. Marriott, Plaintiff.

vs.

L. A. Harry and G. C. Dodds, Defendants.

Elizabeth K. Marriott, the plaintiff, being first duly sworn, deposeth and says that she has commenced an action in the said Court against the defendants, L. A. Harry and G. C. Dodds, to recover from them the sum of $900.00 with interest from the 1st. day of November, 1907, now due and payable to the plaintiff from the said defendants, on an account for gravel furnished to the defendants in building two certain gravel roads in northern Union County, said gravel being furnished on contract and at the request of the said defendants. Said affiant further says that said claim is just and that there is now justly due her on said contract, from said defendants, the sum of $900.00 with interest from the 1st day of Nov. 1907.

8704
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Affiant further says that the defendants are now residents of Union County, Ohio, and that they are about to convert their property and credits into money, and remove it from the county for the purpose of placing it beyond the reach of their creditors.

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Affiant further says that she has good reason to believe and does believe that Evan G. Jones, B. L. Robinson and Lester Klick, as Commissioners of Union County and Alvi Graham, as surveyor and

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civil engineer therof, Dwight B. Edwards as Auditor therof, and J. J. Scott as Treasurer therof, have money in their possession due the defendants, L. A. Harvey and J. C. Dodds, and that they as aforesaid, are indebted to the said L. A. Harvey and J. C. Dodds in an amount unknown to this affiant, and further the saith not.

Elizabeth H. Marriott.

Sworn to before me and subscribed in my presence this 24th. day of December, 1907.

W. D. Cameron, Notary Public.

(Seal)

8704
Undertaking for Attachment.

On December 26th. 1907. the following Undertaking was filed:-

Court of Common Pleas,
Union County, Ohio,
December 26th. 1907.

Elizabeth H. Marriott, Plaintiff.
Vs.
L. A. Harvey and J. C. Dodds, Defendants.

Whereas, Elizabeth H. Marriott has commenced a civil action against L. A. Harvey and J. C. Dodds in the Court of Common Pleas, within and for the County of Union, State of Ohio, to recover the sum of $900.00,

And Whereas, the said Elizabeth H. Marriott 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 L. A. Harvey and J. C. Dodds.

Now, Therefore, We, Elizabeth H. Marriott, Arthur Marriott and Frank L. Adams jointly and severally bind ourselves unto the said L. A. Harvey and J. C. Dodds in the sum of Eighteen hundred (1800) Dollars, that the said Elizabeth H. Marriott shall pay the said L. A. Harvey and J. C. Dodds all damages which the said L. A. Harvey and J. C. Dodds may sustain by reason of said attachment, if the order prove to have been wrongfully obtained.

Dated this 24th day of December, A.D. 1907.

Elizabeth H. Marriott
Arthur Marriott
Frank L. Adams.

8704
Order of Attachment to.

On December 26th. 1907. the following Order of Attachment was issued:

The State of Ohio, Union County, ss.

Court of Common Pleas,
Union County, Ohio,
December 26th. 1907.

Elizabeth H. Marriott, Plaintiff.
Vs.
L. A. Harvey and J. C. Dodds, Defendants.

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 defendants, L. A. Harvey and J. C. Dodds, in your County not exempt by law from being applied to the payment of the claims of the plaintiff, Elizabeth H. Marriott or so much thereof as will satisfy her claim for Nine Hundred Dollars with interest from November 4th. 1907, and also for Sixty-Five Dollars, the probable cost of this action.

We also command you to notify B. L. Robinson, Evan J. Jones and Lester Kline as Commissioners of Union County, Ohio, and Alvi Graham, as Surveyor of said County, Dwight B. Edwards, as Auditor of said County, and J. J. Scott as Treasurer of said County, to appear in said Court at the Court House in Marysville on or before the 25th day

of January A. D. 1908. and answer, under oath, all questions put to them touching the property of every description, and credits, of the defendant in their possession or under their control, and they shall disclose truly the amount owing by them to said defendants, whether due or not.

You will make due return of this order on the 6th. day of January, A. D. 1908.

Witness my hand and the seal of said Court, this 26th. day of December, A. D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Received this order on the 26th day of Dec. A. D. 1907. at 5 o'clock P.M. And on December the 26th 1907 I personally handed the within named J. J. Scott Treasurer of Union County, O. and Dwight B. Edwards, Auditor of said County, true and certified copies of this writ with all the endorsements thereon. And on Dec. 30th 1907 I personally handed the within named B. L. Robinson, Evan G. Jones and Lester Kline, Commissioners of said County, and Abi Graham, Surveyor of said County, copies as above described, not being able to find either of the within named Defendants within my County, or any lands, tenements, goods or chattels belonging to same, I therefore return this writ this 1st day of January, 1908.

D. C. Bloubaugh, Sheriff.

8704 Entry. On March 14th. 1908, the following Entry was filed:-

Elizabeth N. Marriott, Plaintiff
vs.
L. A. Harvey and T. C. Dodds, Defendants.

Court of Common Pleas,
Union County, Ohio,
March 14th, 1908.

On motion of the plaintiff's attorney, S. W. Van Winkle, for good cause shown, it is ordered that eighty dollars of the fund in the hands of the treasurer of Union County, belonging to the defendants herein, that has been attached in the proceeding, be released for the purpose of paying a claim due George Arthur from the said defendants. This being done without prejudice to the rights of the plaintiff herein, as to the remainder of said fund.

8704 Precipe. On March 14th, 1908, the following Precipe was filed:-

Elizabeth N. Marriott, Plaintiff
vs.
L. A. Harvey and T. C. Dodds, Defendants.

Court of Common Pleas,
Union County, Ohio,
March 14th, 1908.

To the Clerk of said Court:

Issue summons and order of attachment and notice to garnishee in the above entitled case, for L. A. Harvey and T. C. Dodds directed to the Sheriff of Hardin County returnable according to law.

S. W. Van Winkle,
Plaintiff's attorney.

8704 Summons On March 14th. 1908, the following Summons was issued:-

Elizabeth N. Marriott, Plaintiff
vs.
L. A. Harvey and T. C. Dodds, Defendants.

Court of Common Pleas,
Union County, Ohio,
March 14th, 1908.

To the Sheriff of Hardin County:-

You are hereby commanded to notify L. A. Harvey and T. C. Dodds that they have been sued by Elizabeth N. Marriott in the Court of Common Pleas of Union County and must answer by the 11 day of April A. D.

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8704 Affidavit of A. S. Ramey. On Apr

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1908. 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 23d. day of March, A. D. 1908.

Witness my hand and the seal of said Court, this 14 day of March, A. D. 1908.

(Seal) Chas. Parrott, Clerk.

Sheriffs Return.

The State of Ohio, Hardin County, ss.

Received this writ March 16" A. D. 1908, at 9 o'clock A. M., and served same March 19" 1908, by delivering personally to each of the within named Defendants, L. A. Harvey & J. C. Dodds, a true and certified copy of this writ with all the endorsements thereon, together with certified copies of the Attachment with notice to garnishee.

Benj. F. Scott, Sheriff.
Per R. G. Ramey, Dept.

8704 Motion.

On April 13th. 1908, the following Motion was filed:-

Elizabeth N. Marriott, Plaintiff.
Vs.
L. A. Harvey and J. C. Dodds, Defendants.

Court of Common Pleas,
Union County, Ohio.
April 13th. 1908.

And now come the said defendants, L. A. Harvey and J. C. Dodds, for the purpose of this motion only, and expressly disclaiming any and all intention or purpose of making or entering an appearance upon the merits of this case, or any other purpose save that contained in this motion, and here move the Court, to dismiss this action, discharge the garnishee herein, and dissolve the attachment issued herein, for the following causes, towit:-

That they, and each of them, and all the defendants herein are non-residents of Union County, Ohio, and were such non residents at the time of, and ever since the filing of the plaintiffs petition, and that none of the defendants were served with summons in this action in Union County, but were served with summons by the Sheriff of Hardin County, Ohio, in the County of Hardin and State of Ohio, the place of their residence.

Wherefore these defendants say this court is without jurisdiction to render a judgment against them or any of them in this action.

J. R. Stillings and McCrory & Cameron,
Attorneys for defendants.

8704 Affidavit of A. S. Ramey.

On April 13th. 1908, the following affidavit was filed:-

State of Ohio, Union County, ss:
Elizabeth N. Marriott, Plaintiff,
Vs.
L. A. Harvey and J. C. Dodds, Defendants.

Court of Common Pleas,
Union County, Ohio,
April 13th. 1908.

A. S. Ramey, being sworn, says:-

1. That he is the duly appointed and qualified Deputy Sheriff for the County of Hardin and State of Ohio, and that his residence is in Kenton, Ohio:-

2. That he is the A. S. Ramey who served on the above named L. A. Harvey and J. C. Dodds a summons issuing from this court

in the above entitled case and that the said summons was served on said above named defendants in Hardin County, Ohio:-

3. That he is well acquainted with both of the above named defendants, has known them for a long time and that on December 26th. 1907, and for more than a year prior to said date and ever since said date he will knows that said above named defendants and each of them were residents of Hardin County, Ohio.

And further this affiant saith not.

A. S. Ramsey

Sworn to before me and in my presence subscribed this 4 day of April. A.D. 1908.

John Y. Thompson, Clerk of Courts,
Hardin County, Ohio.

(Seal)

8704
Affidavit of C. J. Griffith.

On April 13th. 1908. the following Affidavit was filed:-

State of Ohio, Union County, ss:

Elizabeth N. Marriott, Plaintiff,
vs.
L. A. Narvy and S. C. Dodds, Defendants.

Court of Common Pleas,
Union County, Ohio,
April 13th, 1908.

C. J. Griffith, being sworn, says:-

1. That he resides in the city of Kenton, County of Hardin and State of Ohio and is an Ex-Sheriff for the County of Hardin, Ohio:-

2. That he is well acquainted with L. A. Narvy and S. C. Dodds, the above named defendants, and well knows that on December 26th. 1907 and for more than a year prior to said date and ever since said date that said above named defendants and each of them were residents of Hardin County, Ohio,

And further affiant saith not.

C. J. Griffith.

Sworn to before me and in my presence subscribed this 6th day of April, A.D. 1908.

James Watt, Deputy Clerk & Courts.

(Seal)

8704
Affidavit of S. P. Evans.

On April 13th. 1908, the following affidavit was filed:

State of Ohio, Union County, ss:-

Elizabeth N. Marriott, Plaintiff.
vs.
L. A. Narvy and S. C. Dodds, Defendants

Court of Common Pleas,
Union County, Ohio.
April 13th. 1908.

S. P. Evans, being sworn, says:-

1. That he resides in the City of Kenton, County of Hardin and in the State of Ohio and has resided in said county for more than forty years;

2. That he is well acquainted with L. A. Narvy and S. C. Dodds, the above named defendants, has known them for a long time and that on December 26th. 1907 and for more than a year prior to said date and ever since said date he will knows that the above named defendants and each of them were residents of Hardin County, Ohio, and further this affiant saith not.

S. P. Evans.

Sworn to before me and in my presence subscribed this 6th. day of April, A.D. 1908.

8704
Entry.

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Phil M. Crow
Notary Public, Hardin County, Ohio.

(Seal)

§704 Entry.

On May 23rd. 1908. the following Entry was filed:-

Elizabeth N. Marriott, Plaintiff.
Vs.
L. A. Harry and S.C. Dodds, Defendants.

Court of Common Pleas.
Union County, Ohio.
May 23rd. 1908.

This day this cause came on for hearing upon the motion of the defendants herein to dismiss this action, discharge the garnishee and dissolve the attachment issued herein, and being heard upon said motion and the affidavits filed in support thereof and upon argument of counsel the court find that the said L. A. Harry and S. C. Dodds are both of them non-residents of Union County, Ohio, and that they are residents of Hardin County in the State of Ohio; that no service has been made upon either of said defendants in Union County and that more than sixty days have elapsed since the filing of the petition herein; wherefore the court finds that said court is without jurisdiction to entertain said action and that by reason thereof the attachment, garnishee issued herein are wholly void.

It is therefore ordered and decreed that the attachment herein be dissolved, the said garnishee be discharged and the said action herein be dismissed at the costs of the plaintiff herein. To all of which said plaintiff, by her counsel, excepted.

Attest: Charles Parrott, Clerk.
By Chester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 12th. day of October, 1907, the following Petition was filed with the Clerk of said Court, towit:

8678 Petition.

Deborah A. Burnham, Plaintiff,

Vs.

Don H. Burnham, Defendant.

Court of Common Pleas,
Union County, Ohio.
October 12th. 1907.

The plaintiff says that she has been an actual resident of Union County, 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 25th. day of November, A. D. 1882, in Liberty Township, Union County, Ohio, and has ever since said date conducted herself as a faithful and obedient wife. That no children are the issue of said marriage, but that one child, a girl, named Ruth, aged nine years, has been heretofore regularly adopted by said parties under authority of the Probate Court, of Franklin County, in said State.

That the defendant disregarding his marital duties as a husband, has been guilty of extreme cruelty toward the plaintiff, in that he wilfully and without any excuse therefor, and without fault upon her part, struck her on her mouth, during the month of August, 1905, so that she was unable to use her jaws in eating during the balance of that day; that frequently since said date he has struck her on different parts of her body, and upon her head, both with his clenched fist and open hand, and has often punched her with aggravation, in her sides with his elbows. That since said date he has frequently slammed her upon her bed, and jerked her about while she laid there, until she was made sore from bruises inflicted upon her body. That since said date he has frequently called her vile names accompanied with words of vulgarity and profanity. That on or about the 21st. day of April, 1907, defendant choked this plaintiff and ordered her to bed and said to her "if you don't I'll kill you." That on the following day he told her "that he asked one favor of God and that was, that he would kill her before he came home again."

Plaintiff further says, that she was taken sick on the 12th. day of May, 1907, and that she remained sick and in bed and under the doctor's care, for the period of five weeks. That at the end of two or three weeks of said period defendant was informed that plaintiff could not survive, and then for the first time he came into her sick-room. That afterwards, while she was convalescing from said sickness, defendant said to her that there was no danger of her dying as the only way to kill her was to cut off her head. That he frequently told her that she would die in the poor-house; that he would rather burn all the property than that she should have one cent of it; that on or about July 25th. 1907, he told her that he would have her educated by the time he got through with her this time; that he would law everything to hell before she should have a cent of his money, and expressed the wish that she would leave, and with the statement that it would be the happiest day of his life when he saw her going down the pike for good. That on said 25th. day of July, 1907, the defendant told plaintiff as he often told her before during said year, 1907, that she was crazy; that she ought to be confined in an asylum; and

that he intended to have her put there. That by reason of said language and said treatment, plaintiff was forced in her deprived physical condition, as hereinafter stated, and much against her wishes to seek a new home, and to accept the charity of friends, and to take nursing and medical attendance in the free ward of a city hospital.

Plaintiff further says that notwithstanding the above named extreme cruelty of defendant toward plaintiff, she is, and has been for the period of nine years last past, almost absolutely helpless from the effects of inflamatory rheumatism in every joint of her body. That in consequence thereof, her hands are shriveled, misshapen and practically useless. And further, that she is unable to dress or undress herself, and requires assistance in getting in and out of bed.

Plaintiff further says that defendant is a young man of about forty-five years of age, of good health and capable of earning fair wages, and of getting good returns from his business of farming and raising live-stock. That the plaintiff and defendant are the joint owners of twenty acres of land, more or less, deeded by W. C. Corkright and Ella Corkright, his wife, to said Don K. Burnham, and to the plaintiff, Deborah R. Burnham, but in her usual name of Debbie R. Burnham, by deed dated May 2" and recorded in Vol. 76, Page 434, Union County Record of Deeds, and bounded and described as follows: In Survey 4404, beginning in the center of the Newton and Allen Center Road, and in the north-west line of the A. & G. W. Ry. now N. Y. P. & O. Ry. Co. land; thence in a northeasterly direction along the north'n line of said railroad land to the south line of Elizabeth Hemingers land; thence in a westerly direction with said Hemingers south line to the center of the said Newton and Allen Center Road; thence with the center of said road to the place of beginning, containing 20 acres, more or less.

And further, that the defendant received from his mother, Lucy M. Henderson, and D. B. Henderson, her husband, by deed dated August 3" 1900, recorded in Vol. 82, pages 208 and 209 of Union County Records of Deeds, and bounded and described as follows: In U. M. Survey No. 3487, and Beginning at a stone at the southeast corner to said survey; thence with the south line of said survey south 87. 45 W. 125 80/100 poles to a stone at a south east corner to Abbie E. Demicon's land; thence with two consecutive lines of said land N. 31. 30 W. 42 30/100 poles to a stone; thence N. 87. 45° E. 148 poles to a stone in the east line of said survey; thence with said survey line S. 4° 30' E. 48 poles to the beginning, containing 86 acres more or less.

Defendant is also the owner in fee of a tract of land deeded to him from Cornline McIntire and Apie McIntire, his wife, by deed dated December 22" 1906, and recorded in Vol. 92, on Page 590 of Union County Record of Deeds, to which reference is hereby made for a more particular description, said land consisting of seven acres in Survey No. 4404.

Plaintiff further says that on the 17th. day of September, 1907, the defendant held a public sale at his residence, of live stock and other personal property, and that said sale netted defendant about the sum of twenty-two hundred dollars.

Wherefore, plaintiff asks alimony for her sustenance and ex-

penses during the pending of suit, and that on the final hearing she may be granted a divorce from said Don H. Burnham, and that she may be decreed reasonable alimony and attorney fees out of the property, earnings and moneys of the said Don H. Burnham, and that the court make such disposition of said child, as to the court appears most just and right; and further, she may have such other and further relief, to which she may be entitled.

Porter & Loughrey
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Deborah R. Burnham, the plaintiff herein, being sworn makes oath that the facts stated in the forgoing petition are true as she believes.

Deborah R. Burnham.

Sworn to by said Deborah R. Burnham before me and signed by her in my presence this 12th day of October, A. D. 1907.

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

8678 Precipe. On October 12th, 1907, the following Precipe was filed.

Deborah R. Burnham, Plaintiff
Vs.
Don H. Burnham, Defendant.

Court of Common Pleas,
Union County, Ohio
October 12th, 1907.

To the Clerk:

Issue a summons upon the petition in the above entitled cause, directed to the Sheriff of Union County, Ohio, which together with a copy of the petition herein, have served upon the defendant, returnable according to law. Endorse Action for Divorce and Alimony.

Porter & Loughrey

8678 Summons. On October 12th, 1907, the following Summons was issued:

Deborah R. Burnham, Plaintiff.
Vs.
Don H. Burnham, Defendant.

Court of Common Pleas,
Union County, Ohio
October 12th, 1907.

The State of Ohio, Union County, ss.

To the Sheriff of the County of Union.

You are commanded to notify Don H. Burnham that Deborah R. Burnham 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 21st. day of October, A. D. 1907.

Witness my hand and the seal of said Court at Marysville, this 12th. day of October, A. D. 1907.

Chas. Parrott, Clerk.
(Seal) By Hester McCrory, Deputy Clerk.

Sheriff's Return.

Received 4 o'clock P. M. on the 12th day of Oct. A. D. 1907, and after diligent search and careful inquiry the within named Don H. Burnham

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cau not be found in this Union County, Ohio. This writ returned this 21st. day of Oct. 1907.

D. C. Bolenbaugh, Sheriff.

8678 Summons. On December 7th. 1907, the following Summons was issued:

Deborah R. Burnham, Plaintiff.
Vs.
Don H. Burnham, Defendant.

Court of Common Pleas,
Union County, Ohio.
December 7th. 1907.

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

You are commanded to notify Don H. Burnham that Deborah R. Burnham 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 16th. day of December, A. D. 1907.

Witness my hand and the Seal of said Court, at Marysville, this 7th. day of December, A. D. 1907.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Received 3 o'clock P. M. on the 7th day of Dec. A. D. 1907, and on the 7th day of Dec. A. D. 1907, 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.

D. C. Bolenbaugh, Sheriff.

8678 Entry. On April 21st. 1908, the following Entry was filed:

Deborah R. Burnham, Plaintiff.
Vs.
Don H. Burnham, Defendant.

Court of Common Pleas,
Union County, Ohio.
April 21st. 1908.

This cause coming on for hearing, was submitted to the court upon the pleadings and evidence; on consideration whereof, the court find that the plaintiff, at the time of filing her petition, had been a resident of the state of Ohio for one year next preceding the same, and was at 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 towards this 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 Deborah R. Burnham and Don H. Burnham be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

And the court, coming on further to the consideration of the question of alimony, do find that a post nuptial agreement has heretofore been made between said parties, dated on the 12th. day of October, 1907, wherein the interests of said Deborah R. Burnham in the may

of alimony have been fully conserved. Accordingly, said post nuptial agreement is approved by the court, and it is hereby ordered, adjudged and decreed, that the terms thereof be executed by the parties thereto, and that the consideration therein named shall be accepted by the plaintiff, as and for her reasonable alimony. And it is further ordered that said agreement be a part of the decree herein, and that the same be recorded on the journal of this court, as part thereof.

It is further ordered that the said defendant pay the costs herein, taxed at $, and execution is awarded.

8678 Post Nuptial Agreement.

On April 21st, 1908, the following Post-nuptial Contract was filed:-

Post nuptial Contract.

Know all men by these presents that Don N. Burnham and his wife Debbie R. Burnham have agreed with each other as follows:

The said Don N. Burnham and Debbie R. Burnham being husband and wife, and being unable to longer live happily together have separated and agreed to live apart and for the purpose of arranging for the future mutually agree; First, That said Debbie R. Burnham shall have the use of a tract of about 36 acres of land which was conveyed to said Don N. Burnham by his mother, Lucy M. Andrews, and husband, by deed dated Aug. 9d. 1900 and recorded in Vol. 82 on page 208 & 209 of the records of deeds for said county of Union and State of Ohio. And she is also to have the use of another tract that was conveyed to said Don N. and Debbie R. Burnham by N. E. Conkerite and wife, by deed recorded in Volume 76 on page 434 of the record of deeds for said county of Union and State of Ohio. She is to hold and enjoy these two tracts of land during her natural life and at her death the same is to go to the said Don N. Burnham, or in case of his death before said Debbie, then said lands shall go to the heirs of said Don N. Burnham.

Said Don N. Burnham is to have a small tract of about 7 acres that was conveyed to him by Cornelius McIntire and wife by deed dated Dec 22d. 1906. records in Vol. 92. on page 590 of the records of deeds for said county of Union. And should said Don N. Burnham desire to sell said 7 acre tract during the life of said Debbie, she agrees to sign a deed to the purchaser releasing her dower therein.

All of said lands are situate within the said county of Union and reference is made to the several deeds for more particular description.

Said Debbie R. Burnham is also to have the use of all the household and kitchen furniture and the household goods for and during her natural life, but she is not to sell or dispose of the same or any part thereof and at her death the same is to go to said Don. N. Burnham, or his heirs.

Said Debbie is also to have the use of the pony, buggy and harness that is now at their said farm, as long as she lives and the pony lives, but she is not to sell or dispose of the same, and at her death they are to go to said Don N. Burnham or his heirs.

Said Debbie is to have all the poultry on said farm, and to have the hay now in the middle mow in the barn on said premises and 20 shocks of corn and all the pasture on the lands allotted to her.

Said Don N. Burnham shall furnish the said Debbie with two hogs, one to kill for meat, and one to raise, and he shall pay her $45, in lieu of a cow, and pay her $115.00 in cash and furnish her four sacks of flour for her use during the

coming winter.

Said Dow H. Burnham is to pay the taxes on all said lands, that are due and payable in December, 1907, but after that said Debbie is to pay the taxes on the lands allotted to her.

Said Dow H. Burnham is to keep the buildings on said lands reasonably insured and in the event of loss by fire, the insurance money is to be expended in erecting new buildings in place of those injured or destroyed.

It is further mutually understood between the said parties that the said Debbie R. Burnham shall apply to the court of common pleas of Union county, Ohio, for a divorce and alimony and that there will be no objection by either party to the court entering up a decree fixing the alimony and property rights of said parties according to this contract, and it shall be the same whether a divorce is granted or not.

In consideration of this contract, the said Debbie releases the said Dow H. Burnham from any and all obligations for support and maintenance, or for medicine or medical attendance, she agreeing that with the said property herein allotted to her she will support and maintain herself independently of her said husband.

It is further mutually understood and agreed that said Dow H. Burnham shall pay to Porter and Loughrey as attorneys for the said Debbie R. Burnham, the sum of $25.00 to apply on attorney fees due them for services to said Debbie R. Burnham.

Said parties have heretofore adopted a child, now called Ruth L. Burnham. The natural mother of said child is Nettie Dyton, who desires said child be restored to her, but if this cannot be done, then it is agreed that the court shall make such order in the premises, regarding said child as to the court shall seem just and for the best interest of said child and the parties hereto, but it is expressly agreed that if said child lives with said Debbie R. Burnham, or she has the control of her, then the said Dow H. Burnham is not to be, in any manner chargeable with her support, but if said child is given to the said Dow H. Burnham, the said Debbie shall not, in any manner, be liable for its support.

In witness whereof the said parties have hereunto set their hands and seals this 12th. day of October, 1907.

In presence of
J. L. Cameron
E. W. Porter

D. H. Burnham (Seal)
Debbie R. Burnham (Seal)

The State of Ohio, Union County, ss.

Be it remembered that on this 12th. day of October, 1907, before me, the subscriber, a notary public in and for said county personally came the above named Dow H. Burnham and Debbie R. Burnham, grantors and contracting parties above named, and acknowledged the signing and sealing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my official seal, this day and year above written.

Edward W. Porter, Notary Public.
Union County, Ohio.

(Seal)

Attest: Charles Parrott, Clerk.
By Lester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore to-wit, on the 23 day of April, 1908, the following Petition was filed with the Clerk of said Court, to-wit:

Nellie E. Guthrie, Plaintiff,
vs.
Edward J. Guthrie, Defendant } Court of Common Pleas, Union County, Ohio.

8759
Petition,

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

That on the day of November 1901, at the City of Burlington in the State of Vermont, she was married to the defendant, and that the following named children were born as the issue of said marriage; Ruth M. aged 5 Years and Edward aged two (2) years.

1st The defendant for more than three years last past has been guilty of habitual drunkenness.

2. The defendant for more than three years last past has been guilty of gross neglect of duty towards this plaintiff in that by reason of his idleness and dissipation, he has wilfully failed and neglected to provide this plaintiff and their said children with food and clothing and the common necessaries of life, so that she has been compelled to live by her own exertions and labor and on the assistance and charity rendered by her relatives, although he was fully able to support her and their said children.

Plaintiff further says that in the Spring and Summer of 1906, she and the defendant lived and kept house in West Mansfield, Logan County, Ohio, and since the month of September 1906, they have kept house at Richwood Union County, Ohio. During the time that the plaintiff and defendant resided at West Mansfield the defendant was only with his family about a month or six weeks and has only been with them about the same length of time since they have lived in Richwood. During the time the defendant was with his family he did not contribute any-thing towards their support and has not contributed a cent toward their support since they have resided in the State of Ohio.

The Plaintiff further says that neither she nor the

Affidavit,
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defendant have any property, real or personal, excepting some household goods, valued at about One Hundred ($100.00) Dollars that were purchased either by her earnings or money furnished her by her parents.

Plaintiff therefore asks that she may be divorced from said defendant, that she may be awarded the care and custody of said minor children, and that she may be given the household goods, and for such other relief as may be authorized by law.

S. W. Van Winkle
Attorney for Plaintiff.

On April 23 A.D. 1908, the following Affidavit was filed.

Affidavit,

8759.

Nellie E. Guthrie
Vs.
Edward J. Guthrie
} Court of Common Pleas, Union County, Ohio.

S. W. Van Winkle, being duly sworn says that he is the duly authorized Attorney of the Plaintiff herein and that the said Edward J. Guthrie the defendant's residence is unknown and cannot with reasonable diligence be ascertained, and that service of summons cannot be made upon him, and that the case is one of those mentioned in Section 5043 of the Revised Statutes of the State of Ohio.

S. W. Van Winkle.

Sworn to and subscribed before me this 23 day of April, A.D. 1908.

Charles Parrott
Clerk of Courts.

On June 6th A.D. 1908, the following Proof of Publication was filed.

Nellie E. Guthrie
Vs.
Edward J. Guthrie
} Court of Common Pleas, Union County, Ohio.

Legal Notice

Edward J. Guthrie, whose place of residence is unknown, will take notice that Nellie E. Guthrie has filed her petition in the Court of Common Pleas, Union County, Ohio, making him defendant, in which she charges him with habitual drunkenness and gross neglect of duty and prays for a divorce and the custody of their minor children and the household goods.

The said Edward J. Guthrie will make answer on or before the 4th day of June, 1908, when the case may be called for hearing.

Nellie E. Guthrie.
S. W. Van Winkle Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Personally appeared before me George W. Worden and made solemn oath, that the notice, a copy of which is hereto attached was published for six consecutive weeks on and next after April 23d 1908, in the Richwood Gazette, a newspaper of general circulation in the county aforesaid.

George W. Worden.

Sworn to before me and signed in my presence this 5th day of June A.D. 1908,

S. A. McNeal
Notary Public.

On June 6th 1908, the following entry was filed.

Petition 8743.

Nellie E. Guthrie
Vs.
Edward J. Guthrie
} Court of Common Pleas, Union County, Ohio.

Entry 8759

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel, On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by publication according to law, and that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 28th day of November, 1901, as alleged in said petition.

That two children were born as the result of said marriage to-wit: Ruth M. and Edward aged 5 years and two years respectively, and that the defendant has been guilty of gross neglect of duty and drunkenness as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff be given the care, custody and control of the said minor children, and that she be given the household goods, and that the defendant pay the costs of this proceeding taxed at $9.48/100.

Attest, Charles Parrott,
Clerk of Courts.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1908, Be it remembered that heretofore to-wit: on the 25th day of March, A.D. 1908, the following petition was filed with the Clerk of said Court, to-wit:

Petition

Cena Hopkins
Vs.
James Hopkins
} Court of Common Pleas, Union County, Ohio.

8743.

The plaintiff alleges that she is a resident of Union County, Ohio, and has been a resident of said Union County, Ohio, for seven years last past.

Second.— That on the 18th day of August 1899, at Jackson Township, Union County, Ohio, she was married to the defendant, and has ever since said marriage conducted herself toward said defendant as a faithful, chaste and obedient wife.

Third.— That the defendant, disregarding his duties as a husband on July 15th, 1901, willfully deserted the plaintiff, and for more than three years last past has been willfully absent from her without a reasonable or just cause.

Fourth — that there is one child as the issue of said marriage, to-wit: Gladys Hopkins who is 7 years old. That the said defendant has never done anything whatever towards the support of said child, that the plaintiff has supported and cared for said child with her own means and by the help of her Mother and brother.

The plaintiff, therefore prays, that she may be divorced from said defendant and that she may have the custody and care of said child and that the defendant be required to pay a reasonable amount toward the support of their child, and for such other and further relief as equity may require.

Cena Hopkins.
By her Attorney, F.A. Thompson.

State of Ohio, Union County, ss.

Before me a Notary Public in and for the County aforesaid, came Cena Hopkins who makes oath and says that the allegations set forth in the foregoing petition are true as she verily believes.

Cena Hopkins.

Sworn to before me and subscribed in my presence this 25th, day of March, A.D. 1908.

F.A. Thompson,
Notary Public, Union County, Ohio.

On March 25th, 1908, the following Affidavit was filed.

Cena Hopkins
Vs
James Hopkins. } Court of Common Pleas, Union County, Ohio.

Affidavit, 8743.

Before me a Notary Public in and for the County aforesaid personally came Cena Hopkins, who makes oath and says that the residence of the defendant in the above entitled action is unknown to her and that his residence cannot be found out by her after reasonable diligence and that after an effort to ascertain his residence the plaintiff has failed, and that service by summons cannot be made on the defendant personally.

Cena Hopkins.

Sworn to before me and signed in my presence this 25th day of March A.D. 1908.

F. A. Thompson,
Notary Public, Union County, Ohio.

On June 6th, 1908, the following Proof of Publication was filed.

Cena Hopkins - Plaintiff.
Vs.
James Hopkins. Defendant. } Court of Common Pleas, Union County, Ohio.

Proof of Publication 8743.

The defendant will take notice that on the 25th day of March, A.D. 1908, the plaintiff filed her petition in the Court of the Common Pleas of Union County, Ohio. in case number 8743, praying for a divorce from the defendant, and for the custody of their child on the grounds of wilfull absence for more than three years, and that the defendant answer on or before the 21st day of May, 1908.

Cena Hopkins.
F. A. Thompson, Attorney.

State of Ohio, Union County, ss.
Personally appeared before me B.B. Gaumer and made solemn oath, that the notice, a copy of which is hereto attached was published for six consecutive weeks on and next after April 9th, 1908, in the Union County Journal, a newspaper of general circulation in county aforesaid.

B.B. Gaumer.

Sworn to before me and signed in my presence this 6th day of June, A.D. 1908.

Chas. Parrott,
Clerk.

Entry 8743.

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On June 6th 1908, The following entry was filed.

Ena Hopkins - Plaintiff.
vs.
James Hopkins. - Defendant. } Court of Common Pleas. Union County, Ohio.

Entry

8743.

This day this cause came on to be heard upon the pleadings, evidence and arguments of Counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by publication according to law, and that he has failed to appear and is in default for answer or demurrer to petition and that the allegations thereof are confessed by him to be true, that at the time of filing of the petition herein, the plaintiff was a bona-fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 19th day of August 1899, as alleged in said petition, and that one child was born of said marriage, to wit: Gladys Hopkins, and resides in Union County Ohio, and that the defendant has been guilty of wilfully deserting the plaintiff for more than three years last past previous to the filing of her petition, as alleged in said petition; And that said plaintiff is therefore entitled to a divorce as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom.

It is further ordered adjudged and decreed, that the custody, care, education and maintenance of and control of said minor child be and the same is hereby confided exclusively to the said plaintiff, with privilege of defendant to see said child at convenient periods, and that the defendant pay the costs of this proceeding taxed at $8 —— and that this cause be recorded.

Attest Charles Parrott.
Clerk of Courts.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1908. Be it remembered that heretofore to-wit: on the 6th day of July A.D. 1908, the following petition was filed with the Clerk of said Court, to-wit:

Hamilton Bros, John A. Price and T. M. Shea,
Vs.
George R. Gamble

Court of Common Pleas, Union County, Ohio.

Petition, 8782.

The Plaintiffs say that the firm of Hamilton Brothers is a partnership firm, formed for the purpose of and doing business in the State of Ohio, at Bellefontaine, Ohio, under the style and firm name of Hamilton Brothers, and that this action is founded upon a promissory note, a copy of which is hereto attached, and marked "Exhibit "A." That there are no credits or indorsements thereon. $1000.00 One day after date for value received, we, jointly and severally promise to pay Hamilton Bros. John A. Price, and T. M. Shea or order One Thousand Dollars, with interest at 8 per cent per annum payable annually from date until maturity, and 8 per cent. thereafter until paid, and interest at same rate on interest overdue, and on default of payment of interest when due, the whole amount of the note to immediately to become due at option of holder hereof. Payable at the law office of Hamilton Brothers, Bellefontaine, Ohio.

And we hereby authorize and empower or any attorney at law of any Court of Record, at any time after the above note becomes due, to appear for us, without process in any Court of Record in the State of Ohio, or elsewhere, and confess judgment for said amount, interests and costs, in favor of the legal holder, endorsee or assignee hereof, and release all errors which may occur in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said attorney is hereby authorized to enter said release in such judgment.

George R. Gamble (Seal)

Witness our hand and seal
this 15th day of November A.D. 1906.

There is due to Plaintiffs from the defendant on said

Answer, 8782.

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Gamble (Seal)

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note, the sum of One Thousand 80/100 Dollars, which they claim with interest from the 15th day of November A.D. 1908, at eight per cent, per annum, and for which with costs of suit, they ask judgment against the Defendant.

Hamilton Bros. and T.M. Shea.
Attorneys for Plaintiff.

The State of Ohio, Logan County, S.S.
John M. Hamilton being sworn, says that he is a member of the firm of Hamilton Brothers, and that the facts stated and allegations in said Petition are, as affiant believes, true.

John M. Hamilton.

Sworn to before me, and signed in my presence, this 6th day of July, A.D. 1908.

S.J. Southard
Notary Public, Logan County, Ohio.

On July 6th, 1908, The following answer was filed.

Hamilton Bros, John A. Price and T.M. Shea, Pls
vs
Geozge R. Gamble, Def

Answer,

Court of Common Pleas, Union County, Ohio.

8782.

The Defendant George R. Gamble, by S.J. Southard 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 issueing and service of process in this action, and hereby enters the appearance of said defendant herein; and said Defendant by S.J. Southard said Attorney duly authorized as aforesaid, says that he cannot gainsay or resist the facts stated and allegations in the Petition of said Plaintiff herein filed against him, but acknowledges and confesses the same to be true, and says that he is indebted to the plaintiffs on the said note in manner and form as the Plaintiffs have in their Petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Thousand One Hundred and Twenty Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from 11/15/'06, at eight per cent per Annum and accruing costs confess judgment in favor of the Plaintiffs and waives and releases all errors in this proceeding and said Judgment, and all proceedings, petitions, and writs of error herein.

E.J. Southard.
Attorney for Defendant.

On July 6th, 1908, the following Entry was filed

Hamilton Bros. John A. Price and T. M. Shed. — Plaintiffs, Vs. George R. Gamble — Defendant } Court of Common Pleas, Union County, Ohio.

Judgment by Confession, For $1120.00.

Entry, 8782. This day came the Plaintiffs by Attorney, and filed their petition against said Defendant George R. Gamble, and thereupon S. J. Southard one of the Attorneys of Record, of this Court also appeared in open Court, for and on behalf of said Defendant George R. Gamble and who by virtue of a Warrant of Attorney for that purpose duly executed by said Defendant, and now produced in open Court and duly proven, waived the issuing and service of process, and entered the appearance of said Defendant herein, and by virtue of the same Warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of One Thousand One Hundred and Twenty Dollars $1120.00 bearing interest at 8 per cent per annum, and that said Plaintiffs ought to recover of said defendant a judgment for that sum. It is therefore considered by the Court that said Plaintiffs do recover from said George R. Gamble Defendant the said sum of One Thousand One Hundred and Twenty Dollars $1120.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 6th day of July 1908, at the rate of 8 per cent per annum. And by virtue of said Warrant of Attorney, all errors in this action, Judgment and Proceeding are released, and all right of appeal, and all right to file a petition in error are waived.

Attest — Charles Parrott,
Clerk of Courts.

Petition 8706

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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 John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1908,

Be it remembered that heretofore to wit:- on the 28th day of December, A.D. 1907, the following Petition was filed with the Clerk of said Court, to wit:—

Petition

8706

Madge M. Slack
Vs.
Franklin C. Slack and
The Bank of Marysville,
The Singer Sewing Co.
Herman Gohrlaut Leather Co.
Milwaukee Wis. U.S.A. Blue.

} Court of Common Pleas, Union County, Ohio.

Madge M. Slack the above named complainant, says that she is an actual resident of said Union County; and that she has been a bona-fide resident of the State of Ohio, continuously, for one year and more last past.

That she and the said defendant Franklin C. Slack were married to each other on or about the 12th day of May, 1901, at Delaware, Ohio, by A. C. Lyman, Baptist minister, and there are now living at Marysville, Ohio, two children of their said marriage, to wit:- Marion Frank Slack aged six years and King Maxwell Slack aged one year:

and that he the said Franklin C. Slack has been guilty of extreme cruelty to her, and gross neglect of her in that on or about the 2d day of August, 1907, he abandoned her the said Madge M. Slack his wife and his children the said Marion Frank Slack and King Maxwell Slack without good cause,

The plaintiff says that she owns no property personal or real in her own right but says she has an equitable interest in the property of the said Franklin C. Slack in that she by her own effort helped to accumulate and make the same,

She further says that neither she the plaintiff nor the defendant the said Franklin C. Slack had any money or property at the time of their marriage and that what property they have now has been made by their joint efforts but is in the name of the said Franklin C. Slack. That said property consists of the business of a glove factory for the manufacture of gloves, being sewing machines and other machinery and appliances for the manufacture

of gloves, boiler Engine &C,
And also the following described real estate in fee simple in the name of the said F. C. Slack.
In survey 3357: Being In-Lot number (226) Two Hundred and Twenty Six formerly lot No. twelve (12) of David D. Welsh's addition to the town of Marysville, Ohio. For a more complete description see record plat of said addition in the Recorder's Office of Union County, Ohio. Being same premises conveyed by James T. Hubbell and wife to Lewis A. Saylor May 31st 1906, Record of Deeds Volume 92, Page 483 and conveyed by said Lewis A. Saylor and wife to F. C. Slack. See Vol. 97, Page 27 Record of Deeds.
And she further states that the defendant The Bank of Marysville holds a mortgage lien upon said premises.
And that the other defendants claim to be creditors of the Franklin C. Slack.
The plaintiff says that said property in the name of the defendant and to which she has an equitable right is about to be seized by the said creditors or wasted and squandered by the said Franklin C. Slack for the purpose of placing it beyond the reach of said plaintiff and depriving her of her rights therein.
The Plaintiff also says that she is a creditor of the said Franklin C. Slack in the sum of $432 which is due and owing to her for boarding one Wilmer Breece from December 20th 1903, to January 20th 1906.
The plaintiff further says that she is a creditor of the said Glove Factory business in the sum of $300.00 for work and labor.
The Plaintiff further says that at the time of and prior to her said marriage with the said defendant Franklin C. Slack, her name was Madge M. Farmer.
Wherefore plaintiff prays that the said defendant, the Bank of Marysville, The Singer Sewing Machine Co. O. P. Blue and The Ephrlant Leather Company be required to set up herein their claims if any, in the said above mentioned property in the name of the said F. C. Slack, that the plaintiff be granted reasonable alimony during the pendency of this action. That the said Franklin C. Slack be enjoined from disposing of or otherwise interfering with such property above mentioned and described or from incumbering the same or any part thereof, and that the said defendants, The Bank of Marysville, The Singer Sewing Machine Company, The Ephrlant Leather Co. and O. P. Blue, be also enjoined from interfering with said property

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during the pendency of this motion, and until the rights of the plaintiff and the said defendants are determined by the Court.

That a receiver may be appointed to manage the business and the manufacturing establishment of the aforesaid Glove Factory for the benefit of the plaintiff, and that the Court make such further orders in the premises as it may deem just and proper;

That the plaintiff be adjudged and decreed a divorce from her said husband Franklin C. Slack, and that the bonds of their said marriage may be absolutely dissolved; that she be decreed the custody of their said minor children subject to the reasonable right of said Franklin C. Slack to visit them, as may be decreed by the Court; that she be granted and adjudged such sufficient Alimony for the proper support of herself and said minor children, and their education according to her and their rank and condition in life, as may be just, which alimony shall be made a charge and lien upon said real estate of said Franklin C. Slack, in whose hands soever the same may come;

That she may be restored to her former maiden name of Madge M. Farmer; for her costs and reasonable attorney's fees; and for all proper relief.

Madge M. Slack,
By J. H. Kinkade, Attorney.

State of Ohio, Union County, S.S.
Personally appeared Madge M. Slack who being duly sworn says that the facts stated and allegations made in the foregoing pleadings are true as she verily believes.

Madge M. Slack.

Sworn to and subscribed to before me by the said Madge M. Slack, this 28th day of December, 1907.

J. H. Kinkade
Notary Public.

Waiver

On December 28th 1907, The following Waiver was filed.

The undersigned defendants hereby waive the issuing and service of process, and enter our appearance herein.

The Bank of Marysville,
by W. C. Fullington
The Singer Sewing Machine Co.
by J. H. Kinkad, its Attorney.

On December 28th 1907, the following Affidavit for Publication was filed,

Madge M. Slack. vs. Franklin C. Slack. } Court of Common Pleas, Union County, Ohio.

Affidavit for Publication

8706.

Madge M. Slack, the above named Plaintiff, swears that a service of summons and a copy of the Petition cannot be made within this state upon said defendant Franklin C. Slack, whose residence is unknown and could not be ascertained after due diligence, and the Herman Gohrlaut Leather Company; and that this action is brought by the said Madge M. Slack against the said Franklin C. Slack in this court for divorce and for alimony, according to the statute in such cases made and provided; and further saith not.

Madge M. Slack.

Sworn to and subscribed before me this 28th day of December, 1907.

J. H. Kinkade — Notary Public.

On January 15th 1908 The following Motion was filed.

Madge M. Slack vs. Franklin C. Slack } Court of Common Pleas, Union County, Ohio.

Motion for Receiver.

Now comes the Plaintiff herein and moves the Court for the appointment of a receiver in this case to take charge of all the property and effects of the defendant, Franklin C. Slack and cause the same to be appraised according to law, and receive bids for the sale or lease of said property and make the report thereof to this court for further action.

John H. Kinkade,
Attorney for Plaintiff.

On January 20th 1908, The following Waiver was filed.

Waiver

Madge M. Slack vs. Franklin C. Slack } Court of Common Pleas, Union County, Ohio.

8706

The Singer Sewing Machine Co., Herman Gohrlaut Leather Co Milwaukee, Wis, and O. P. Blue }

Now comes O. P. Blue named as defendant in the above entitled action and waives the issuing and service of summons and enters his appearance herein.

O. P. Blue.

Entry

8706.

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Entry

8706.

On January 21st 1908, The following Entry was filed.

Madge M. Slack
Vs.
Franklin C. Slack, et als } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of the Plaintiff and consent of the defendants, for the appointment of a receiver of the property and effects of the defendant, Franklin C. Slack, herein, and upon consideration thereof the court being fully advised in the premises, it is ordered that B.F. Carmean, be, and he hereby is, appointed Receiver herein; and before entering upon his duties as receiver, he shall take an oath faithfully to perform them and execute with surety approved by the Clerk of this Court and undertaking to the said plaintiff, for the benefit of all the parties to this action, and all whom it may concern in the sum of $1000.00, Conditioned according to law; Whereupon said receiver shall take possession of all notes, due bills, books of account, accounts, and all other evidences of debt as well as the real estate mentioned and described in the petition herein, the Glove Factory, for the manufacture of gloves, sewing machines and other machinery and appliances for the manufacture of gloves; boiler, Engines, and ect, as well as all other personal property. Said B.F. Carmean as such receiver shall have all of said property, real and personal, duly appraised by three free holders of this County and report the appraisement thereof to this Court, And shall proceed to settle and collect all accounts and evidences of indebtedness and for that purpose he may commence and maintain actions in his own name as such Receiver, and he shall hold all moneys collected by him and property which comes into his hands subject to the order of the Court. He shall ascertain if he can sell or lease said property or any part thereof and report to this Court any proposition regarding the sale or lease of the same for the order of the Court thereon.

Such receiver is further required forthwith to give written or printed notice of his appointment as Receiver herein to all persons indebted to the defendant and to abide and perform all the orders of the Court made or to be made upon him herein.

On January 21st 1908, The following Receiver's Bond was filed

Receiver's Bond

8706,

Know all men by these presents:

That we B.F. Carmean as principal and Fred Houston and H.E. Conkright as sureties, all of the County of Union and State of Ohio, are held and firmly bound unto Madge M. Slack and other parties in Cause No. 8706,

in the sum of One Thousand Dollars, to be paid to said Madge M. Slack and other parties in cause No. 8706, for which payment well and truly to be made, we, and each of us, bind ourselves, jointly and severally, and our respective heirs, executors, and administrators, firmly by these presents.

Signed and dated the 21st day of January, A.D. 1908.

The condition of the above obligation is such, that whereas, by an order of John M. Brodrick, Judge of the Common Pleas Court, of Union County, Ohio, made on the 21st day of January, 1908, in a cause therein pending, wherein Madge M. Slack, Plaintiff, and Franklin C. Slack et al, Defendant, it was, among other things, ordered that the above bounden B. F. Carmean be appointed Receiver of all the property, equitable interests, things in action, and effects of the Defendant; and that he be vested with all the rights and powers of a Receiver in Chancery, upon his filing a bond for the faithful performance of his duties in the penal sum of One Thousand Dollars and the approval thereof by said Court;

Now, Therefore, If the said B. F. Carmean shall well and truly account for what shall come to his hands or control as such Receiver, and pay and apply the same from time to time, as he may be directed by said Court, and obey such orders as said Court may make in relation to said trust, and in all respects faithfully discharge the duties of said trust, then this obligation to be void, otherwise to be in full force and effect.

Signed } B. F. Carmean,
Fred Houston,
H. C. Conkright.

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

Before me personally appeared the within named B. F. Carmean, who being first duly sworn says that he will faithfully perform all duties devolving upon him as Receiver in the within case of Madge M. Slack Vs. Franklin C. Slack et al., to the best of his ability.

B. F. Carmean.

Sworn to before me and subscribed in my presence this 21st day of January, 1908.

Charles Parrott
Clerk of Courts.

Answer and Cross Petition of The Singer Sewing Machine Company.

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Answer and Cross Petition of The Singer Sewing Machine Company.

On January 24th, 1908, the following Answer and Cross Petition of the Singer Sewing Machine was filed.

Madge M. Slack. vs. Franklin C. Slack The Singer Sewing Co. Herman Johrlaut Leather Co. Milwaukee, Wisconsin, O.D. Blue } Court of Common Pleas, Union County, Ohio.

Now comes The Singer Sewing Machine Company one of the defendants in the above entitled cause.

The Cross-petitioner says that it is a corporation, duly incorporated under the laws of New Jersey and for answer for petition herein for Madge M. Slack, Plaintiff, the defendant, The Singer Sewing Machine Co. denies each and every allegation contained in said petition except the allegation that the defendant F. C. Slack is the owner of the following real estate:- In Survey No. 3357:- Being In-lot No. (226) two hundred and twenty six, formerly lot No. (12) twelve, of David D. Welsh's addition to the town of Marysville, Ohio. For a more complete description see record plat of said addition in the Recorder's office of Union County, Ohio. Being the same Premises conveyed by James I. Hubbell and wife to Lewis A. Taylor, May 31st 1906. Record of Deeds, Vol. 92, page 485, and conveyed by said Lewis Taylor and wife to F. C. Slack. See Vol. 97, page 27, Record of Deeds, and also the business of a glove factory for the manufacture of gloves, being sewing machines and other appliances for the manufacture of gloves, boiler, engine, &c., and the fact that the Singer Sewing Machine Company, is a creditor of the said F. C. Slack.

By way of cross-petition the answering defendant and cross-petitioner says that on May 31st 1907, it sold and delivered to the said Franklin C. Slack Sewing Machines numbers 109037-109009, $43, also on the same date Old style Wand W. Transmitter con $18.00, and on June 7th machines numbers 117045-117097 and 117135 $90. making a total of $153.00, with a credit December 20th 1907, of $27.00 leaving balance of $126.00 and interest.

This answering cross-petitioner claims a vendors lien upon the said machines to the amount of $126.00 and interest at 6% thereon from June 7th 1907.

That said sewing machines are now in and upon the real estate of the said Franklin C. Slack in what is known as the Marysville Glove Factory, that the purchase money for the same has never been paid to said cross-petitioner claims the title thereto, free

of any claim of alimony or otherwise of the complainant Madge M. Slack.

This answering cross-petitioner says that its claim of $126. and interest from June 7th 1907, is unpaid and is justly due the said Singer Sewinger Machine Company.

This answering cross-petitioner, the Singer Sewing Machine Co. prays the court for the appointment of a receiver herein and that said property may be sold and the proceeds sold and the proceeds from the sale of the sewing machines be decreed by the Court to be applied upon the claim of this cross-petitioner and for judgments for the balance due the cross-petitioner for costs and such further rights as in equity may be just and reasonable.

J.H. Kinkade, Attorney
for Singer Sewing Machine Co.
R.W. Steadman — Agent.

State of Ohio, Hamilton s. s,
Personally appeared R.W. Steadman who being duly sworn says that he is the duly authorized agent of the foregoing cross-petitioner a corporation incorporated under the laws of New Jersey, that the statements and allegations in the foregoing pleading are as he believes true.

Sworn to and subscribed to before me this 22 nd. day of January, 1908.

Richard C. Hall
Notary Public.

On March 2, 1908, The following Lgal Notice and Proof of Publication was filed,

Franklin C. Slack whose place of residence is unknown, late of Marysville, Ohio, and the Herman Gohrlaut Leather Co. Milwaukee, Wis., will take notice that on the 28th day of December, 1907, in the Court of Common Pleas, Union County, Ohio, where the action is now pending, being Cause No. 8706, the undersigned Madge M. Slack filed her petition against the said Franklin C. Slack praying for divorce from him on grounds of gross neglect of duty and extreme cruelty and also alimony and also to a judgment for an account of $432, and also the sum of $500. to be made a charge upon the real estate of Franklin C. Slack described as follows:
Survey No. 3357; Being in lot No. (226) two hundred and twenty six formerly lot No. twelve (12) of David D. Welsh's addition to the town of Marysville, Ohio. For a more complete description See Record plat of said addition in the Recorder's office of Union County, Ohio.
Being the same premises conveyed by James T. Hubbell and wife to Lewis A. Taylor, May 31st 1906.

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Record of Deeds Volume 92, page 485, and conveyed by said Lewis Taylor and wife to F.C. Slack. See Vol. 97, page 27, Record of Deeds, and also the business of a Glove factory for the manufacture of gloves, boiler, engine and ct.
The prayer of said petitioner is that the said Herman Johrlaut Leather Co. be required to answer said petition as creditor of said Franklin C. Slack and to set up any claim that it may have as such creditor.
The plaintiff the undersigned may receive an absolute divorce from the said Franklin C. Slack, upon the grounds of gross neglect of duty and extreme cruelty, that she may be restored to her maiden name of Madge M. Farmer, and have the custody of her minor children Marion Frank Slack age six years and King Maxwell, age one year.
For the appointment of a receiver to take charge of said real estate, glove factory and other business and sell the same and bring the proceeds into court, subject to the order of the Court.
The said Franklin C. Slack and Herman Johrlaut be enjoined from selling or disposing of said property or in any manner interfering therewith.
That said Franklin C. Slack and the said Herman Johrlaut Leather Co. are required to answer the petition in said action not later than six weeks after the 16th day of January, 1908, the date of the first publication of this notice (Not later than February 27th 1908) or the prayer of said petition be allowed and such divorce and such relief granted Madge M. Slack.

Madge M. Slack.
Complainant.

State of Ohio, Union County, S.S.
Personally appeared before me, Leonard Amrine, book keeper, and made solemn oath, that the notice, a copy of which is hereto attached was published for six consecutive weeks on and after January 16, 1908. next in the Union County Journal, a newspaper of general circulation in county aforesaid.

Leonard Amrine.

Sworn to before me and signed in my presence this 2nd day of March, A.D. 1908.

Charles Parrott
Clerk.

On March 2d, 1908, The following Entry was filed.

Madge M. Slack
Vs.
Franklin C. Slack et als } Court of Common Pleas, Union County, Ohio.

Entry 8706.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by publication according to law. That the other defendants, O. S. Blue and The Bank of Marysville, The Singer Sewing Machine Company have waived process and entered their appearance, that the Herman Gohrlaut Leather Co. has been duly and legally served by publication according to law and is in default. that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 12th day of May, 1901, as alleged in said petition, and that two children were born of said marriage, Marion Frank Slack, aged 6 years, and King Maxwell Slack aged 1 year who reside with their mother the plaintiff in Union County, Ohio, and that the defendant has been guilty of gross neglect of duty and extreme cruelty to Plaintiff in that he abandoned her August 2, 1907, without good cause as alleged in said petition; and that said Plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff retain her name of Madge M. Slack,

It is further ordered adjudged and decreed that the custody care, maintenance education and control of these said minor children, Marion Frank Slack, and King Maxwell Slack be and the same is hereby confided exclusively to the said Plaintiff Madge M. Slack until the further order of the Court, and the said Franklin C. Slack is hereby enjoined from interfering in any manner with either the said children or with the said Madge M. Slack in the custody thereof and from visiting said children until the further order of this court.

It is further ordered adjudged and decreed by the Court that the Plaintiff Madge M. Slack shall have and receive the sum of Five Hundred Dollars as her just and reasonable alimony as a preferred claim to be paid by the Receiver herein to her subject to costs, Taxes and liens

Order to appraise 8706

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now on defendants property,
It is further ordered adjudged and decreed that said defendant Franklin C. Slack pay the costs of this suit and that this cause be recorded, and as for the other matters in said cause the same is held for report of Receiver and for final and further orders of the Court herein.

On February 3d, 1908, the following order to Appraise was filed.

Order to Appraise — Madge M. Slack Vs. Franklin C. Slack et als } Court of Common Pleas, Union County, Ohio.

8706

To Dwight G. Scott, John Rausch and Chester L. Robinson: Appraisers, Greeting:
You are hereby notified that you have been appointed by virtue of an order of the Common Pleas Court, Appraisers of the estate and effects of Franklin C. Slack, in cause No. 8706, pending in said Court, wherein Madge M. Slack is Plaintiff and Franklin C. Slack and others are Defendants,
You will therefore after being duly sworn faithfully discharge your trust, appraise all the estate and effects of the said Franklin C. Slack, comprised in the inventory thereof, and which shall be exhibited to you, and also appraise upon actual view, the real estate of the said Franklin C. Slack and perform all other duties required by law of you in the premises, as such Appraisers,
You will thereupon deliver this order, with your proceedings thereon, to B. F. Carmean, Receiver, that he may return the same to this Court.
Witness my hand and the seal of the Common Pleas Court, at Marysville, Ohio, this 30th day of January, 1908.

Charles Parrott
Clerk.

Return — To B. F. Carmean, Receiver.
The undersigned appraisers make return of the order hereto attached, with the proceedings had in pursuance thereof. Dated January 30th 1908.

Dwight G. Scott,
John Rausch,
C. L. Robinson
Appraisers.

Oath of Appraisers. The State of Ohio, Union County ss.
We the undersigned do make solemn oath that we will truly, honestly and impartially appraise the estate and property that may be exhibited to us belonging to Franklin C. Slack, in case of Madge M. Slack Vs.

Franklin C. Slack et als, and perform the other duties required by law of us in the premises as appraisers, according to the best of our knowledge and ability.

Dwight G. Scott,
John Rausch,
C. L. Robinson,

Sworn to before me and signed in my presence, this 30th day of January, A.D. 1908.

John H. Kinkade,

Estate of Franklin C. Slack,

Schedule A.

Inventory And Appraisement

The following personal goods and chattels, belonging to the estate of the said Franklin C. Slack, which are assets in the hands of the said Receiver, as exhibited to us we appraise as follows.

	Description of Articles Appaised,	Appraised Value.	
1	Gasoline Engine	40	00
16	Sewing Machines	223	00
95 doz.	#120 Gloves	95	00
197 "	#122 Gloves	167	45
1 "	#122 K. Gloves		85
9	Spools Thread	5	40
92 Sets	of Glove Tips	2	76
200 "	of Glove Tips	6	00
150 lbs	Leather Gores	15	00
24	bundles of wristband strips.	4	80
25 lbs	Leather Scraps		50
8 Gal.	Floor Oil @ 20c gal.	1	60
25 "	Engine Oil	3	75
75	Sets of tips	1	50
1½ Gal.	Machine oil		60
6 lbs	Twine		30
11 "	Twine	1	65
1	Splitting Machine	35	00
1	Stove	3	75
6	Laying off hand molds	12	00
18	Chairs	3	60
7	Cutting blocks	7	00
8	Mauls	5	50
	Cutting Dyes	262	50
3	Machine Stands	3	00
120	lbs of paper	7	20
	Shafting and hangers	20	00
	Transmitters	20	00
	Twine Hangers	2	25
	Tables, Benches & Racks	13	00
		$966	96

Dwight G. Scott, John Rausch & C. L. Robinson — Appraisers.

Appraisement of Real Estate,

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Report of Receiver.

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Estate of Franklin C. Slack.
Schedule, B.

Appraisement of Real Estate.

We the undersigned Appraisers, do on our oaths, and upon actual view, appraise the real estate of said Franklin C. Slack hereinafter described, as follows, to wit:
Situate in the village of Marysville, County of Union, State of Ohio, Survey #3331, bounded and described as follows: Being lot #226, formerly lot 12, David C. Welch's Addition. Being same premises conveyed to F. C. Slack by Louis A. Taylor and wife. See Volume 97 Page 27, Record of Deeds.

Recapitulation Of The Assets Belonging To Said Estate.
Total Appraisement of personal goods and chattels as per Schedul A. $966.96.
Total Appraisement of real estate as per Schedule, B. $600."

Total Appraisement of Assets. $1566.96.

Dated January 30th, 1908.

Appraisers. Dwight G. Scott.
John Rausch.
C. L. Robinson

Affidavit. The State of Ohio, Union County, S. S.
The undersigned B. F. Carmean, Receiver of the estate of Franklin C. Slack, in the case of Madge M. Slack Vs. Franklin C. Slack, et. als, Common Pleas Court, Union County, Ohio, says that the foregoing inventory is in all respects, just and true, that it contains a true statement of all the estate and property of the said Franklin C. Slack which has come to the knowledge of the Receiver.

B. F. Carmean,
Receiver.

On June 11th, 1908, The following Receiver's Report was filed.

Report of Receiver. 8706

Madge M. Slack. Vs. Franklin C. Slack et al. } Court of Common Pleas, Union County, Ohio.

Now comes B. F. Carmean, Receiver in the above entitled case of the property and effects of the defendant Franklin C. Slack, and represents to the Court that Dwight G. Scott, John Rausch and C. L. Robinson, three disinterested property owners, residents of the County of Union, were duly appointed appraisers and duly sworn to impartially appraise the lands and accounts, personal property of the said Franklin C. Slack upon actual view. The said appraisers did actually view the premises and said property

estimated and appraised the same, the personal property as per schedule "A." of the report of the order of appraisement at $966.96, and the real estate as per Schedule "B." at $600.00, total $1566.96. And this said receiver has advertised said lands and personal property and Glove Factory business for more than six consecutive weeks that he has shown and exhibited the said real estate personal property and Glove Factory business to fifteen or more prospective purchasers at parious times during the past four months, and that after due diligence and effort to find a purchaser he now reports to the court that Charles Braun, of Marysville, Ohio, offers the highest and best bid for said property that he has been able to obtain, to wit: The sum of $1300. for said real estate, goods and chattels and Glove Factory business as appraised by the said appraisers. Said receiver therefore recommends to the Court that that the bid of Charles Braun be accepted and the said property sold to the said Braun.

B. F. Carmean
Receiver.

On June 11th 1908, The following Motion was filed.

Motion 8706.

Madge M. Slack
Vs.
Franklin C. Slack et al

Court of Common Pleas, Union County, Ohio.

Now comes the Plaintiff herein and moves the Court that the report of the receiver, B. F. Carmean recommending the sale of the real estate property and effects and Glove Factory of the defendant Franklin C. Slack unto the said purchaser Charles Braun for the sum of $1300. be confirmed and for a marshalling of the liens and the distribution of the proceeds of the said sale.

Entry 8706

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On June 11th 1908, The following Entry was filed.

Madge M. Slack
Vs
Franklin C. Slack et al } Court of Common Pleas, Union County, Ohio.

Entry

8706

This day this cause came on to be heard upon the report of receiver, B. F. Carmean, of the sale of the property and effects of the defendant, Franklin C. Slack, to Charles Braun for the sum of $1300.00, and upon motion of the Plaintiff for the confirmation of the same. Thereupon the Court upon consideration thereof, being fully advised in the premises finds that the bid of Charles Braun in the sum of $1300.00 for the real estate, personal property and Glove factory business of the said Franklin C. Slack is the highest and best bid therefor.

The Court therefore orders and directs the said B. F. Carmean, receiver herein, to sell and transfer the said real estate, property and effects and Glove factory of the defendant, Franklin C. Slack unto the said Charles Braun and execute to him a proper deed of conveyance of the same

It is further ordered by the Court that the said receiver pay the said purchase money, $1300. into the court and the court coming after consideration to distribute the proceeds of said Sale, orders and decrees that the sum shall be applied as follows:—

First, Taxes due the county and state, taxed at $117.92.

Second. Costs of this action which shall include the sum of $150. allowed to the receiver as his compensation and expenses herein and the sum of $150. as a reasonable attorney fee to J. H. Kinkade, as attorney for the receiver and the plaintiff herein, making a total of $331.87, for costs and administration, and to S. H. Dolbear for insurance $8.13. Total cost $360.00

Third, to the Bank of Marysville upon its Mortgage lien upon the real estate, the sum of $332.80,

Fourth, The sum of $269.28, to Madge M. Slack to apply upon the amount allowed her, just and reasonable alimony as a preferred claim, and that judgment be awarded her against said Franklin C. Slack for the balance of her alimony of $——.

Judgment is awarded awarded against the said Franklin C. Slack in the sum of $126.00 with interest from June 7th 1907, in favor of The Singer Sewing Machine Company, and judgment against the said defendant for cost herein at $360.00.

Attest, Charles Parrott, 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 John M. Brodrick, Judge of the said Court at the March Term A.D. 1908. Be it remembered that heretofore to-wit, on the 30th day of June, 1908, the following Petition was filed with the Clerk of said Court, to-wit:

The Peoples Bank
Vs
Bertha H. Young and S.G. Young

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

Petition

8779.

There is due plaintiff from defendants on a certain promissory note, a copy of which, with all credits and endorsements thereon, is hereto attached, marked "exhibit A," and made part of this petition, the sum of Three hundred dollars, which it claims with interest at the rate of 8 per cent. per annum, from the 9th day of May, A.D. 1908.
Wherefore, plaintiff prays judgment against said defendants, for the said sum of Three hundred dollars, with interest thereon at the rate of 8 per cent. per annum, from the 9th day of May, A.D. 1908, and for costs of suit.

Hoopes and Robinson,
Attorneys for Plaintiff.

State Of Ohio, County of Union SS.

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

James E. Robinson.

Sworn to before me, and subscribed in my presence, this 30th day of June 1908.

(Seal)

Charles Parrott,
Clerk of Courts.

Copy of Note.

$300.00

April 9th 1908,

Thirty days after date for value received, I promise to pay to the order of Hoopes & Robinson, Three Hundred Dollars, with interest at the rate of 8 per centum per annum after maturity
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.

Bertha H. Young (Seal)
S.G. Young (Seal)

Answer

8779

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On June 30th 1908, The following Answer was filed.

The People's Bank
Vs.
Bertha Young and S. G. Young } Common Pleas Court of Union County, Ohio.

Answer
8779

I F. A. Thompson an attorney at law in the several Courts of record of this State, by virtue of the warrant of attorney, annexed to the foregoing petition, do hereby enter the appearance of said defendants in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendants on the note, a copy of which is attached to and mentioned in said petition, for the sum of Three Hundred Three and 33/100 dollars, being the amount appearing due for principal and interest on said note and also for costs of suit herein; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

F. A. Thompson,
Attorney for defendant.

On June 30th 1908, The following Entry was filed.

The People's Bank.
Vs
Bertha H. Young and S. G. Young } Court of Common Pleas, Union County, Ohio.

Entry
8779

This day came the plaintiff by its attorneys; also came F. A. Thompson an attorney-at law of this court, on behalf of the defendants, and by virtue of a warrant of attorney duly executed by said defendants, and now produced to the court, and a copy of which is filed with the Clerk of this Court, entered the appearance of said defendants, waived the issuance and service of process in this action, and, with the assent of the plaintiff, confessed that the said defendants are justly indebted to the said plaintiff in the sum of Three Hundred Three and 33/100 dollars; and also released and waived all exceptions, errors and right of appeal herein.

It is therefore considered by the court that the said plaintiff recover from said defendants the said sum of Three Hundred Three and 33/100 dollars, together with its costs herein expended, taxed at $5.00

Attest— Charles Parrott,
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 John M. Prodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 9th day of April, 1908, the following Petition was filed with the Clerk of said Court, towit:

8751 Petition

Bessie S. Ferris, Plaintiff,
vs.
Pearl S. Ferris, Defendant.

Court of Common Pleas,
Union County, Ohio.
April 9th, 1908.

Bessie S. Ferris 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 on the 13th day of September, 1906, she was married to the defendant, Pearl S. Ferris.

That there was born of said marriage one child, Irma V. Ferris aged one year.

That ever since said marriage she has conducted herself toward the defendant as a chaste, faithful and obedient wife.

That the defendant has been guilty of gross neglect of duty towards her, in this, towit, he has wholly failed ever since said marriage to furnish her and their child a home of any kind in which to live, clothing to wear, or food to eat. But he has compelled her to depend upon her own labor and the charity of her friends for shelter, food and clothing for herself and their child; although the defendant is and has been during all of said time strong and well and able to earn sufficient to support himself, his wife and child.

That the defendant is a minor 20 years of age.

Wherfore plaintiff prays that a guardian ad litem be appointed for the defendant, that she may be granted a divorce and the custody of their child, Irma V. Ferris; that the defendant may be ordered to pay her reasonable alimony and for such other relief as may be just and equitable.

Hopkins & Robinson,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Bessie S. Ferris being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true, as she verily believes.

Bessie S. Ferris.

Sworn to before me and subscribed in my presence this 9th day of April, 1908.

(Seal)

James E. Robinson
Notary Public

8751 Precipe

On April 9th, 1908, the following Precipe was filed:
Bessie S. Ferris, Plaintiff.
vs.
Pearl S. Ferris, Defendant.

Court of Common Pleas
Union County, Ohio.
April 9th, 1908.

8751 Summons

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To the Clerk:-

Issue summons to the Sheriff of Union County, Ohio, for the defendant, Pearl S. Ferris, a minor, and make same returnable according to law. Indorse summons "Action for divorce and alimony".

Hoffas & Robinson,
Attorneys for Plaintiff.

8751
Summons.

On April 9th, 1908, the following Summons was issued:-

Court of Common Pleas,
Union County, Ohio.
April 9th, 1908.

Bessie S. Ferris, Plaintiff,
vs.
Pearl S. Ferris, Defendant.

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

You are commanded to notify Pearl S Ferris, a minor, that Bessie S. Ferris, 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 20 day of April, A. D. 1908.

Witness my hand and the seal of said Court at Marysville this 9th. day of April, A. D. 1908.

Charles Carrott,
Clerk of the Court of Common Pleas, Union County, Ohio.

(Seal)

Sheriff's Return.

Received 9 o'clock A. M. on the 10th day of April, A. D. 1908, and on the 13th. day of April, A. D. 1908, I served the same upon the defendant by personally handing him a true copy thereof, together with a certified copy of his petition in this case. Also on the above date I personally handed Mary E. Marshall, guardian of the within named minor defendant a true copy of this writ, together with a certified copy of the petition in this case.

D. C. Bobrubaugh, Sheriff.

8751
Answer.

On July 11th, 1908, the following Answer was filed:

Court of Common Pleas,
Union County, Ohio.
July 11th, 1908.

Bessie S. Ferris, Plaintiff,
vs.
Pearl S. Ferris, Defendant.

Now comes Pearl Ferris, a minor of the age of fourteen years, and having been served with summons herein, makes application for a guardian ad litem; and thereupon it is ordered by the Court that Mary E. Marshall be and she hereby is appointed guardian for the suit, for said minor defendant.

And now comes the said Mary E. Marshall and in open Court accepts said appointment.

Mary E. Marshall.

8751 Entry. On July 11th. 1908 the following Entry was filed:

Court of Common Pleas,
Union County, Ohio,
July 11th. 1908.

Bessie S. Ferris, Plaintiff
Vs.
Pearl S. Ferris, Defendant.

Pearl Ferris, a minor defendant, by Mary E. Marshall, his guardian ad litem, for answer to the petition, denies all the allegations therein contained, and says that he is of tender years, and asks the Court to protect his rights, and to grant him such relief as is proper.

Mary E. Marshall.

8751 Entry. On July 11th. 1908, the following Entry was filed:

Court of Common Pleas,
Union County, Ohio,
July 11th, 1908.

Bessie S. Ferris, Plaintiff.
Vs.
Pearl S. Ferris, Defendant.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with a summons and a copy of the petition, and that his father is dead, and that a copy of said summons and petition has been duly and legally served upon Mary E. Marshall, mother of said defendant, and that said Mary E. Marshall has been appointed guardian ad litem; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 13th. day of September, 1906, as alleged in said petition. That one child, Irma V. Ferris, was born of said marriage; and that the defendant has been guilty of gross neglect of duty toward the plaintiff as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom.

It is further ordered, adjudged and decreed that the custody, care, maintenance, education and control of said minor child, Irma V. Ferris, be and the same is hereby confided exclusively to the said plaintiff, until the further order of this court.

The court further finds that the contract, of which the following is a copy, "This agreement, made this 7th. day of April, 1908, by and between Pearl Ferris of Plain City, Union County, Ohio, of the first part, and Bessie Ferris, his wife, of Plain City, Union County, Ohio, of the second part, witnesseth: That said party of the second part, in consideration of the agreement hereinafter set forth, covenants and agrees to and with the party of the first part, that the party of the second part does agree to and accepts as alimony, support of self and minor child from the party of the first part, the sum of Three Hundred and Sixty Dollars, which is a full and final settlement

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of and between said parties, which shall be paid in monthly payments at the rate of $2.00 per month until the sum of Three Hundred and Sixty Dollars are paid in full, and the party of the second part upon the payment hereto agreed upon with the party of the first part, does hereby release said party of the first part from all actions, claims, damages and demands whatsoever, which said party of the second part now or has ever had, or which her heirs, executors or administrators shall have from the beginning of the world to the date hereof.

In witness whereof the said parties have hereunto set their hands this 7th. day of April, 1908."

Witness
J. H. Schultz
Jennie Schultz.

"Pearl Stevens Ferris"
"Bree Ferris."

was entered into by the parties hereto, that the same is a valid and subsisting contract, that its terms are satisfactory to both parties, and the Court therefore confirms the same.

That the defendant pay the costs of this procceding, taxed at $, and that this cause be recorded.

Attest: Charles Parrott, Clerk.
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1908.

Be it remembered that heretofore to-wit, on the 7th day of May, A.D. 1908, the following Petition was filed with the Clerk of said Court – to-wit:

Edna May Hyland
Vs.
Clarence Hyland
} Court of Common Pleas Union County, Ohio.

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

Petition, 8763. That on the 5th day of October, 1906, she was married to the defendant at Delaware County, Ohio.

That said defendant has been guilty of Gross Neglect of duty to the plaintiff in this to-wit: That immediately after their marriage the defendant began to run with other woman, Especially one Mollie Mattox and left her in her sick bed at the birth of their child Harold E. Hyland.

That at the date of her marriage to said defendant she was under sixteen years of age, and she has never consummated said marriage by living with the defendant since her arrival at the age of sixteen years.

That they have had born to them one child, Harold E. Hyland, which child is now about one year old, and is under her care and support.

She therefore prays that upon the final hearing of this case the marriage relation now existing between these parties be cancelled and held for naught, and that she be allowed the custody of said child and temporary and permanent alimony for the support of their child and that she be restored to her maiden name of Edna May Coder, and recover her costs.

J. M. Kennedy,
Attorney for Plaintiff.

On May 7th 1908, The following precipe was filed.

Precipe, 8763. To the Clerk.
Issue Summons and copy of the within Petition to the Sheriff of Union County, Ohio. Indors, Divorce and Alimony prayed for returnable according to law.

J. M. Kennedy,
Attorney.

Affidavit 8763.

Motion 8763.

Notice 8763.

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Petition to
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On May 7th 1908, The following Affidavit was filed.

Edna May Hyland
Vs.
Clarence Hylazd
} Court of Common Pleas, Union County, Ohio.

Affidavit

8763.

The State of Ohio, Union County S.S.
Edna May Hyland being first duly sworn, says.
"That she is without sufficient financial means and is unable to pay or give security for costs in the above case for divorce" as required by section 5690-1 of the revised Statutes of Ohio, and asks that the Clerk receive and file the petition as required by said section of said statute.

Mrs Edna May Hyland.

Sworn to and subscribed by the said Edna May Hyland before me this the 7th day of May, 1908.

J M. Kennedy
Justice of the Peace.

On May 7th 1908, The following Motion was filed.

Edna May Hyland
Vs.
Clarence Hyland
} Court of Common Pleas, Union County, Ohio.

Motion

8763.

Now comes the Plaintiff Edna May Hyland and moves the Court here to require the defendant to pay her a weekly allowance for temporary alimony for the support of their minor child Harold E. Hyland and for other purposes, to assist her in the prosecution of this suit. Said motion will be for hearing before the said John M. Brodrick Judge of the Court of Common Pleas, on Saturday 16th day of May or as soon thereafter as maybe possible.

J. M. Kennedy.
Attorney for Plaintiff.

On May 7th 1908, The following notice was filed.

Edna May Hyland
Vs.
Clarence Hyland.
} Court of Common Pleas, Union Co. Ohio.

Notice

8763.

The defendant will take notice, that the Plaintiff has made an application to the Court of Common Pleas of said County, before the Honorable John M. Brodrick Judge of said Court for an allowance of temporary Alimony for the support of your child and for the purpose of prosecuting her suit.
Said motion will be for hearing before said Court on the 16th day of May, 1908, or as soon thereafter as may be

possible, and will be heard upon affidavits and other testimony.

J. M. Kennedy
Attorney for Plaintiff.

Return of Notice.

On May 13th 1908, the above notice was returned. Received this writ May 11th 1908. And on the 13th day of May, 1908, I served same by personally handing the within named Clarence Hyland a true Copy thereof.

D. C. Bolenbaugh
Sheriff.

On May 7th 1908 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 Clareyce Hyland that Edna May Hyland has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with Gross Neglect of duty, and asking that she be divorced from him and that she be allowed temporary Alimony 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 18th day of May, A. D. 1908.

Witness my hand and the seal of said Court at Marysville this 7th day of May, A. D. 1908.

Charles Parrott
Clerk of Court of Common Pleas Un. Co. O.

Entry 8763.

On May 14th 1908, The following return of summons was filed. Received 9, O' Clock A. M. on the 11th day of May A. D 1908, and on the 13th day of May A. D. 1908, 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.

D. C. Bolenbaugh.
Sheriff.

On July 16th 1908, The following Entry was filed.

Edna May Hyland
Vs
Clarence Hyland
} Court of Common Pleas, Union Co. Ohio.

Entry 8763.

This day this cause came on to be heard upon the pleadings, evidence and arguments of Counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and

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legally served and that at the time of filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 5th day of October 1906, as alleged in said petition The Court upon motion and service of notice hereof, the Court allows the plaintiff the sum of two dollars per week as pending Alimony and the defendant is ordered to pay to the Clerk of this Court said Two Dollars per week until further ordered.

On July 11th 1908, The following Entry was filed

Edna May Hyland,
Vs
Clarence Hyland } Court of Common Pleas, Union County, Ohio.

Entry
8763.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons, that at the time of filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 5th day of October, 1906, as alleged in said petition. And the Court being fully advised in the premises, do find that said marriage was never consummated by the Plaintiff, she being under the age of 16 years at the time of said marriage and that she has not lived with or cohabited with the defendant, since she became sixteen years of age, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said Plaintiff is restored to her maiden name of Edna May Coder, and is decreed the custody, care and control of their child Harold E. Hyland, and the defendant is to pay the cost of this proceeding taxed at $, and that this case be recorded.

John M. Brodrick, Judge

Attest Charles Parrott, 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 John M. Brodrick, Judge of the said Court, at the March Term A.D. 1908. Be it remembered that heretofore to-wit; on the 21st day of February 1908, the following petition was filed with the Clerk of said Court, to wit:

Anna Horch
vs
Mathias Horch
} The Court of Common Pleas, Union County, Ohio.

Petition. 8732.

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

Plaintiff says that on or about the 23 day of October, 1888, at the County of Franklin, and State of Ohio, she was married to the said Mathias Horch, defendant herein, and that there are now living as children of such marriage, Malin Horch, aged 16 years; Helen Horch aged 13 years, Florence Horch, aged 9 years, and Freddie Horch aged 6 years.

And that she has always conducted herself toward the said Mathias Horch as a faithful and obedient wife; yet, the said petitioner says, that the said Mathias Horch regardless of his marital duties towards your petitioner, was on the — day of November (about thanksgiving day, she is unable to state the exact date). 1903, guilty of extreme cruelty toward the plaintiff, without any just cause or provocation on her part, in this, That he the said defendant struck and slapped this plaintiff, and pushed and shoved her out of their house, and closed the door on her.

That in the month of February 1904, the said Mathias Horch, struck and beat plaintiff, and threw her out of the house, and locked the doors on her, using vile and abusive language toward her.

At the same time defendant charged plaintiff, with lewd and illicit conduct with other men, with one William Hopkins well knowing that all such charges were groundless, and false, but designed to wound her feelings, and degrade her before their family.

Plaintiff further says, that defendant not contented with charging plaintiff personally and in presence of her children with the want of chastity, went among the neighbors, and published her to be a bad woman, that she had been having improper relations with other men; these groundless reports he made to Henry Eickemyer, and others, knowing full well that the same were false, and adding that he would not live with her.

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Plaintiff says that on the 20th day of February 1908, said defendant used violent and abusive language to this Plaintiff, and taking a poker in his hand, threatened to strike plaintiff, and again the same day he used menacing words toward this plaintiff, and taking a chair he raised it threatening to knock plaintiff down with it.
Plaintiff says, that defendant is guilty of gross neglect of duty, in failing and refusing to provide necessary food and clothing for her.
That she has not had suitable clothing to keep her comfortable during the cold weather of this winter.
That he the defendant, purchases such food, as he likes and brings it home, and eats it himself, and will not let her or his children partake thereof.
Plaintiff therefore says, that by reason of his assaults, his menacing words and his cruel and degrading charges of her want of chastity, she is living in constant fear of great bodily harm from the defendant.
And She further says that her husband Mathias Horch, owns personal property of the value of about $1000.00, consisting of their household goods and money.
Also the following described real estate in fee simple, to wit: Being a part of survey No. 2670, Situate in Brown Township, Franklin County, Ohio; Bounded on the South East (at date of April 15-1895). by a 50 acre tract of land owned by Thomas Jerman: On the South West by the line of lots Nos. 7 and 8, in said survey, according to a re-survey by Frederic Cole:- On the North West by an original line of said survey: And on the North East by a line drawn parallel with said line of lots Nos. 7 And 8. From said Thomas Jermans North Corner to the original line of said survey, to contain 50 Acres more or less. subject to all legal highways.
There is now a mortgage incumbrance on the above property of the amount of $2000.
The defendant is also the owner in fee simple of Lot No. 606. Situate on West Fourth Street, Marysville, Ohio.
Wherefore plaintiff prays that she may be granted reasonable alimony during the pendency of this action.
That the defendant Mathias Horch be enjoined from disposing or encumbering his property or any part thereof during the pendancy of this action: That the plaintiff be adjudged and decreed a divorce from her said husband Mathias Horch, and that the bonds of their said marriage may be absolutely dissolved, and that she be decreed the custody of their minor children; and that she be granted and adjudged such sufficient alimony for the proper support &c. of herself and said minor children,

and their education, according to rank and condition in life, as may be just; which alimony shall be made a charge and lien upon said real estate of said Mathias Horch or in whose hands soever the same may come, and for the costs, and reasonable attorneys fees, and for all proper relief.

Anna Horch.

McCrory and Cameron

By McCrory & Cameron her Attorneys.

On February 26th 1908, The following Precipe was filed

Precipe, 8732.

Anna Horch
Vs.
Mathias Horch
} Court of Common Pleas, Union County, Ohio.

To the Clerk of said Court.

Issue Summons in the above entitled case, and copy of the petition for Mathias Horch, defendant herein. Indorse, Divorce and Injunction allowed, directed to Sheriff of Union County, Ohio, returnable according to law.

McCrory and Cameron.

Plaintiff's Attorneys.

On February 26th 1908, The following Temporary Restraining order was filed.

Judges Temporary Restraining Order 8732.

Anna Horch
Vs.
Mathias Horch
} Court of Common Pleas, Union County, Ohio.

Allow a temporary restraining Order in the above action, as prayed for in the petition until the same can be further heard, undertaking herein is dispensed with under the provisions of the Statutes of this State.

Done this 26th day of February, 1908.

John M. Brodrick, Judge.

On March 3rd 1908, The following Summons was filed.

Summons, 8732

Anna Horch
Vs.
Mathias Horch
} Court of Common Pleas, Union County, Ohio.

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

To the Sheriff of the County of Union.

You are commanded to notify Mathias Horch that Anna Horch 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,

Return of Summons.

Answer 8732

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You will make due return of this summons, on the 9th day of March, A.D, 1908.
Witness my hand and Seal of said Court at Marysville this 26th day of February A.D, 1908.

(Seal)

Charles Parrott,
Clerk of the Court of Common Pleas, Union County, Ohio.

Return of Summons.

Return of Summons.

Received 8 O'clock A.M. on the 28th day of February, A.D. 1908, and on the 4th day of March A.D. 1908, 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.

D. C. Bolenbaugh, Sheriff.

On May 2d, 1908, The following Answer was filed.

Answer

8732

Anna Horch
vs.
Mathias Horch } In the Court of Common Pleas of Union County, Ohio.

Now Comes the said defendant Mathias Horch, and for his answer to the plaintiff's petition says:

He admits the residence of the plaintiff as stated in her petition, and admits that plaintiff and defendant were married at the time and place stated and that the children were born to the parties as in said petition alleged.

This defendant also admits that he has a legal estate in the real property described in the petition and that he is the owner of some personal estate.

This defendant denies the allegation in said petition that plaintiff has always conducted herself as a faithful and obedient wife; and denies each and all the acts of cruelty charged against him in said petition and denies each and every charge of neglect of duty as charged against him by the plaintiff, and denies each and every allegation and averment in the said petition contained, except such allegations as are herein expressly admitted.

This defendant says that the plaintiff left him without just cause and that she has wilfully broken up his household and scattered his children and deprived the defendant of the comforts of a home, which by hard labor and industry he had established. The defendant avers that he has been guilty of no misconduct that should deprive him of the custody and control of his children, but on the contrary he has always performed his duties as a husband and a father and that he is fully able and willing to care for his children, even if the plaintiff persists in her abandonment of their home.

Wherefore the defendant asks that the prayer of said petition be not granted, and that the custody of said children be given to him.

J.H. Kinkade and J.L. Cameron, Attys. for Deft.

On June 11th 1908, The following Entry was filed.

Anna Horch
Vs
Mathias Horch
} Court of Common Pleas, Union County, Ohio.

Entry
8732

This day this cause came on to be heard by the Court, and the trial proceeded and after hearing part of the evidence the Court adjourned the further hearing of this case until Friday morning June 12th, 1908, at 9, O' clock A. M.

On July 11th the following Entry was filed.

Anna Horch
Vs
Mathias Horch
} Court of Common Pleas, Union County, Ohio.

Entry
8732.

This cause is continued to July 18th 1908, upon application of defendant.

On July 18th 1908, The following entry was filed.

Anna Horch
Vs.
Mathias Horch
} In the Court of Common Pleas, Union County, Ohio.

Entry
8732

This cause came on this day to be heard on the petition, the answer of the defendant, Mathias Horch, 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 more than a year next preceding the filing of the same, and that she was at that time a bona-fide resident of Union County, Ohio, and that the parties hereto were married and children were born of said marriage as in said petition set forth.

The Court further finds, upon the evidence adduced, that the defendant has been guilty of extreme cruelty and gross neglect of duty toward 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 Anna Horch and the said Mathias Horch 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 Helen Horch aged Thirteen years, Florence Horch, aged Nine Years, and Freddie Horch, aged six years, children of the parties hereto, be, until further order, confided to the said Anna Horch, plaintiff, exclusively, and the defendant is hereby enjoined from interfering in any manner with said children or with the plaintiff in her custody of them but defendant may visit said children at reasonable times and that the care, custody, education and control of Mahin Horch, aged sixteen years, a child of the parties hereto, be until further order, confided to the said defendant, exclusively.

It is further ordered and adjudged that the said plaintiff have and possess as and for alimony, the following described real estate, to-wit: Situate in Brown Township, Franklin County, Ohio, and being part of Survey No. 2670, bounded on the Southeast (at date of April 15th 1905) by a Fifty acre tract of land owned by Thomas Jerman; On the Southwest by the line of lots Nos. 7 and 8 in said Survey, according to a Re Survey by Frederick Cole; On the Northwest by an original line of said Survey and on the Northeast by a line drawn parallel with said line of lots Nos. 7 and 8 from said Thomas Jerman's North corner to the original line of said Survey, to contain Fifty Acres more or less, subject to all legal highways. And the said defendant is hereby ordered upon the payment to him by the plaintiff of the sum of Five Hundred Dollars, on or before September 1st, 1909, and the execution by said plaintiff to the said defendant of a deed of quit claim to all her title, by way of dower or otherwise, to Lot No. 606, situated on West Fourth Street, in the Village of Marysville, Union County, Ohio, to convey said Fifty Acres above described with the improvements thereon, and all the privileges, and appurtenances thereunto belonging to the said plaintiff, her heirs and assigns forever, by a good and sufficient deed in fee simple, free from any right or claim of the said defendant to any estate by dower or otherwise therein, but subject to a mortgage of Two Thousand Dollars now held by of Columbus, Ohio, upon said premises. And it is further ordered upon the failure of the said defendant to execute said conveyance within Five days from the payment to the Clerk of this Court for the said defendant, of said Five Hundred Dollars, and the execution of the deed to said lot as above set forth, that this decree shall operate as such conveyance of said Fifty Acre Tract and in that case it is ordered that the Clerk cause so much

of said decree to be recorded in the office of the Recorder of Franklin County, as will show such change of title, and it is further ordered and decreed that the plaintiff enter into immediate possession of said Fifty Acre Tract of land, and receive the landlord's share of all crops and products of whatever nature now growing upon and arising out of said land.

It is further ordered and decreed that the plaintiff be divested of all claim by way of dower, alimony, or any kind whatsoever, in the personal property and moneys of the said defendant, other than as above set forth and that so long as she retains the care, custody and control of the three children above mentioned, she is to hold said defendant free and harmless from all charge for their maintenance, clothing, support and education.

It is further ordered by said Court that the said plaintiff recover from the said defendant her costs herein expended and that the said defendant pay all the costs of this proceeding and execution is awarded therefor.

To the ruling and decree of said Court as to alimony, the said defendant, thereupon gave notice of appeal and the said court fixed the appeal bond of the said defendant in the sum of Three Hundred Dollars.

Attest, Charles Parrott,
Clerk of Courts.

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 John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1908, Be it remembered that heretofore to-wit: on the 18th day of May, 1908, the following Petition was filed with the Clerk of said Court, to-wit:

Lottie Bechtle
Vs.
Joseph Bechtle } Union County Court of Common Pleas. Ohio.

Petition

8765

Plaintiff says that she is an actual resident of Union County, State of Ohio, and has been a bona fide resident in said State for more than a year last past.
That she was married to said defendant on the 25th day of December, A.D. 1894.
One child has been born the issue of said marriage to wit: Everette Bechtle aged seven years old.
First—The defendant has been guilty of gross neglect of duty towards plaintiff to wit: that he abandoned her on the 17th day of July, A.D. 1907, and from that time he has failed to provide for her and said child, with the common necessaries and comforts of life and since that time has refused to live with her, and has contributed nothing to the support of herself and child, that she has been compelled to support herself and child by her own manuel labor with the assistance and charity of her relatives. Said defendant has caused her great mental anguish by so neglecting his family.
Second—That defendant from July 17th 1907, for a period of about three months was guilty of extreme cruelty towards plaintiff to wit: that on the 17th day of July A.D. 1907, the day defendant abandoned said plaintiff he stated to her that he was going to Columbus, Ohio, and then to C. C. Watsons to inquire about the rental of a farm, that he would return that day, upon his failure to return, plaintiff being under the impression that defendant had met with some fatal injury or had been murdered, made due search and inquiry as to his whereabouts, until she received information that he was alive in good health and not injured.
The aforesaid conduct of defendant caused Plaintiff to suffer great mental anguish and under go great distress. That plaintiff asks to be intrusted with the care and custody of said child.
Wherefore plaintiff prays that she may be divorced from said defendant, and awarded the custody of said children, and for such other relief as is proper.

J. E. Strayer.
Attorney for Plaintiff.

State of Ohio, County of Madison, S.S.
Lottie Bechtle being duly sworn says that she believes the facts stated and allegations in her foregoing petition to be true.

Lottie Bechtle.

Sworn to and subscribed in my presence this 16th day of May, A.D. 1908.

J. E. Strayer
Notary Public.

On May 18th 1908, The following affidavit was filed

Affidavit — Lottie Bechtle Vs. Joseph Bechtle } Court of Common Pleas, Union County, Ohio.

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

8765 — Lottie Bechtle being duly sworn deposes and says that she is with out sufficient means and is unable to pay or give security for costs in the above entitled case, for divorce as required by section 5690—1, of the Revised Statutes of Ohio, and ask that the clerk of said court receive and file the petition as required by said Section 5690—1, of the Revised Statutes of Ohio.

Lottie Bechtle

Sworn to and subscribed in my presence this 16th day of May, A.D. 1908.

J. E. Strayer.
Notary Public.

On May 18th 1908, The following Affidavit was filed

Lottie Bechtle Vs. Joseph Bechtle } Court of Common Pleas, Union County, Ohio.

Affidavit for Publication — 8765 — The State of Ohio, Madison County, S.S.
Lottie Bechtle the said plaintiff, being sworn, says that the Defendant, Joseph Bechtle is non-resident of Ohio, and that service of summons on him cannot be made in this State; that the residence of the defendant, Joseph Bechtle is unknown to the Plaintiff, and cannot with reasonable diligence be ascertained; and that service of summons on him cannot be made; and that the case is one of those mentioned in Section 5045 of the Revised Statutes of Ohio.

Lottie Bechtle

Sworn to before me and signed in my presence, this 16th day of May, 1908.

J. E. Strayer
Notary Public.

Proof of Publication — 8765. — On Ju… Lottie … Vs. Joseph … Jose… plaint… day of … Union … divorce … of duty … to file … June. …

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Entry — 8765.

Proof of Publication

8765.

On June 24th, 1908 the following Proof of Publication was filed

Lottie Bechtle
Vs.
Joseph Bechtle
} Court of Common Pleas, Union County, Ohio.

Joseph Bechtle, whose place of residence is unknown to plaintiff, will take notice that Lottie Bechtle did on the 18th day of May, 1908, file her petition in the Common Pleas Court of Union County, Ohio, making him defendant and praying for a divorce and custody of their child, on grounds of gross neglect of duty and extreme cruelty. The said Joseph Bechtle is required to file an answer to said petition on or before the 29th day of June, 1908, when the case may be called for hearing.

Lottie Bechtle.
By J. E. Strayer Attorney for Plaintiff.

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 six consecutive weeks on and next after May 20, 1908, 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 24th day of June, A. D. 1908.

Charles Parrott,
Clerk of Courts.

Entry

8765.

On July 29th, 1908, The following Entry was filed.

Lottie Bechtle
Vs
Joseph Bechtle
} Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by publication, that at the time of the filing of the petition herein the plaintiff was a bona-fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 25th day of December, 1894, as alleged in said petition, that one child is living named Everett Bechtle, born to said marriage, who is eight years old. And that the defendant has been guilty of gross neglect of duty as alleged in said petition; and that said Plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff is awarded the custody of the said Everett Bechtle, the only child born to the marriage of Joseph Bechtle and Lottie Bechtle the parties aforesaid.
It is ordered that the defendant pay the costs of this proceeding taxed at $8.00, and that this case be recorded.

John M. Brodrick, Judge.

Attest:- Charles Parrott, Clerk.

Petition 8772.

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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 John M. Brodrick, Judge of the said Court, at the March Term A.D. 1908,. Be it remembered that heretofore to-wit, on the 6th day of June, 1908, the following Petition was filed with the Clerk of said Court, to-wit:

Wierlinda M. Manley
Vs
Alfred L. Manley
} Court of Common Pleas, Union County, Ohio.

Petition
8772.

The Plaintiff says.
That she has been an actual resident of Union County, 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 8th day of July, A.D. 1900, at La Rue, in Marion County, Ohio, and has ever since said date, conducted herself as a faithful and obedient wife. That no surviving children are the issue of said marriage.
That the defendant, disregarding his marital duties as a husband, has been guilty of gross neglect of duty toward the plaintiff for that since the date of said marriage, to the date of their separation, to-wit, on the 11th day of June A.D. 1907, defendant often spent all of his wages on other women, and in saloons, so that he was, in consequence, unable to furnish her with necessary clothing, or even to properly dress himself. That because of the wasteful and evil habits of defendant, as above stated, the plaintiff herein was compelled to, and did, procure work in the way of sewing, and of clerking in a store, to procure the means to pay their rent, their grocery bills, and doctor bills for defendant, as well as for herself. That by her own labor, she paid for a large proportion of her necessary clothing, and also for said defendant, for the reason as above stated.
That defendant, further disregarding his marital duties as a husband, has been guilty of extreme cruelty toward plaintiff, in that he wilfully, and without any excuse therefor, and without fault upon her part drank excessively of intoxicating drinks, and frequently came home drunk, irritable, and contentious. That by reason thereof, he struck her first with his fist, and then kicked her, during the Month of June 1905, and has so struck, and kicked her at various times since.
That he carried a revolver, and often threatened to shoot this plaintiff with it, the last time being on the streets of Marion, Ohio, since their said separation, to-wit, on the 12th day of August, A.D. 1907, (Labor Day). That defendant frequently

ordered plaintiff to leave, and not to show herself to him again, and that in accordance with said orders, and because of his intimacy with lewed women, his drunkenness and abuse, this plaintiff was compelled to leave the defendant, and did so leave him as aforesaid. That immediately after said separation, the defendant sold off all their household goods, and took up his abode in a house of ill-fame on Scranton Avenue, in said Marion, Ohio, and has ever since made said house his home.

And further, that plaintiff since said separation has frequented the saloons of said Marion, Ohio, accompanied by one Mrs Emma _____ a lewd woman, and that he took said woman to Bucyrus, Ohio, since said separation, and there registered at a hotel as man and wife, and that they occupied a room there for one week.

Wherefore plaintiff prays, that she may be divorced from defendant, and that she may have such other, and further relief, to which, either in law or equity, she may be entitled.

E. W. Porter.
Attorney for Plaintiff.

The State of Ohio, Union County, SS.

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

Wierlinda M. Manley

Sworn to, by said Wierlinda M. Manley, the plaintiff herein, before me, and signed by her in my presence, this 6th. day of June, 1908.

Edward W. Porter
Notary Public, Union County, Ohio.

On June 6th 1908, The following Precipe was filed.

To the Clerk,

Please issue a summons for the defendant, in the above entitled case, directed to the sheriff of Marion County, Ohio, which, together with a copy of the petition have served on the defendant at the plant of the Steam Shovel Co. returnable according to law, Endorse Action For Divorce.

E. W. Porter
Atty. for Plaintiff.

Summons
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Entry
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On June 10th 1908, The following Summons was filed

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

To the Sheriff of the County of Marion.

You are commanded to notify Alfred O. Manley that Wierlinda M. Manley 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.

Summons

8772

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 15th day of June A.D. 1908.

Witness my hand and the Seal of said Court at Marysville this 6th day of June A.D. 1908.

Seal

Charles Parrott
Clerk of Courts.

Sheriff's Return.

Received 11 O'Clock A.M. on the 8th day of June A.D. 1908, and on the 9th day of June, A.D. 1908, I Served the same upon the defendant by personally handing the defendant a true copy thereof together with a certified copy of the petition in this case.

E. E. Drown - Sheriff.
By A. C. Johnston - Deputy.

On August 1st, 1908, The following Entry was filed

Wierlinda M. Manley
Vs.
Alfred O. Manley

Court of Common Pleas, Union County, Ohio.

Entry

8772

Now came the plaintiff herein, and the defendant having withdrawn his answer from the files, and being in default for answer and demurrer, the Court find that the allegations of the petition are confessed to be true. The Court also finds that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona-fide resident of this County of Union, 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 Wierlinda M. Manley and Alfred O. Manley be and the same

hereby is, dissolved, and both parties are released from the obligations of the same.
It is further ordered by the Court, that the agreement, which the Court finds has been made by opposing counsel in this case, as to all questions of alimony, be and is hereby approved.
It is further considered by the court that the said plaintiff recover from said defendant her costs herein expended, taxed at $.

Attest — Charles Parrott, Clerk.

Petition 8672.

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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 John M. Brodrick, Judge of the said Court, at the March Term A.D. 1908. Be it remembered that heretofore to-wit on the 25th day of September, 1907, the following Petition was filed with the Clerk of said Court, to wit:—

Petition

Margaret Taborn,
Vs.
James Taborn, Nathaniel Evans, Joseph Taborn and Anna Brown.

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

8672.

The plaintiff says; that she is a daughter of one Mary J. Taborn who died in this county on the 15th day of April 1903:

That at the time of her death the said Mary J. Taborn was the owner of a half interest in the following described real estate, situate in the said County of Union and State of Ohio, and in the Village of Marysville, and being all of lot No. 312 (Three Hundred and Twelve) and being the same premises described in a deed from F. J. Arthur and wife, to James and Mary J. Taborn, recorded in Vol. 61 on page 35 of the records of deeds for said county.

More than two years have elapsed since the death of said Mary J. Taborn and no executor or administrator has been appointed for her.

The said Mary J. Taborn died intestate leaving her husband James Taborn who is entitled to one half of said premises in his own right and to dower in the other half.

The said Mary J. Taborn left the following children, her heirs at law and legal representatives to whom said lands descended to wit;

The plaintiff who is a daughter of said deceased, the one fourth thereof, Nathaniel Evans a son, (by former marriage) one fourth thereof. Joseph Taborn a son the one fourth thereof. Anna Brown a daughter one fourth thereof

The plaintiff desires to hold her interest in said land in severality.

That the plaintiff and the other named defendants are now tenants in common in said premises in the parts and proportions herein set forth.

Wherefore the plaintiff prays that her interest in said lands may be set off to her in severality, and that if said lands cannot be divided by metes and bounds, then that the same may be appraised and sold, and that a writ of partition may issue herein 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.
Margaret Saborn being first duly sworn deposes and says as follows; That she is the plaintiff in the above entitled cause, and that the facts stated and allegations made in her foregoing petition are true as she verily believes.

Margaret Saborn.

Sworn to before me and signed in my presence this 25th day of September, A. D. 1907.

J. L. Cameron
Notary Public, Union County, Ohio.

On September 25th 1907, the following Precipe was filed.

Precipe
8672

Margaret Saborn
Vs.
James Saborn et al
} Court of Common Pleas, Union County, Ohio.

Clerk - Issue summons for James Saborn and Nathaniel Evans, directed to the Sheriff of Union County, Ohio, And for Anna A. Brown directed to Champaign Co. Ohio.

On October 2d 1907. The following summons was filed.

Summons
8672

The State of Ohio, Union County,
To The Sheriff of said County:
You are hereby commanded to notify James Saborn and Nathaniel Evans that they have been sued by Margaret Saborn, in the Court of Common Pleas of Union County, and must answer by the 26th day of October A. D. 1907, or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.
Said Sheriff will make due return of this summons on the 7th day of October, 1907.
Witness my hand and the seal of said Court this 25th day of September, 1907.

Charles Parrott, Clerk.

Sheriffs Return.

The State of Ohio, Union County.
Received this writ September 26th 1907, at 9 O Clock, A. M.
And on October 1st, 1907, I served the within named Nathaniel Evans and James Saborn by personally handing to each of them a true and certified copy thereof with all the endorsements thereon.

D. C. Bolenbaugh
Sheriff.

Summons
8672

Waiver of Service.
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On October 2, 1907, The following Summons was filed.

Summons
8672

The State of Ohio, Champaign County.
To The Sheriff of said County.
You are hereby commanded to notify Anna Brown that she has been sued by Margaret Saborn in the Court of Common Pleas, of Union County and must answer by the 26th day October A. D. 1907, or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.
Said Sheriff will make due return of this summons on the 7th day of October, A. D. 1907
Witness my hand and the seal of said Court, this 25th day of September, 1907.

Charles Parrott, Clerk.

Waiver of Service.
8672.

I hereby acknowledge service of the within summons, and waive further service, This — day of October, 1907
Anna Brown.

On October 23, 1907, The following Summons was filed.

Summons
8672.

The State of Ohio, Union County.
To the Sheriff of Union County:
You are hereby commanded to notify Joseph Saborn that he has been sued by Margaret Saborn in the Court of Common Pleas of Union County and must answer by the 26th day of October, A. D. 1907, 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 October, 1907,
Witness my hand and the seal of said Court, this 25th day of September, A. D. 1907.

Chas. Parrott, Clerk.
By - Hester McCrory - Deputy.

Waiver

I hereby acknowledge service of the within summons this 18 day of October, 1907.

Joseph Saborn.

On December 24th 1908, The following Entry was filed.

Margaret Saborn,
Pltf,
James Saborn et als,
Defts.
} In Union County, Ohio, Court of Common Pleas,

Entry in Partition.

8672

This day came the plaintiff and submitted this cause to the Court upon the petition and evidence; On consideration whereof the court finds that all the defendants hereto have been duly and legally notified of the filing and ppendency of this petition and that they are each in default for answer, or demurrer.

The court further finds that since this action was brought the plaintiff, has married and that she is now the wife of Al. Rogers, and her name hereafter in this proceeding shall be Margaret Rogers.

The Court finds all the allegations of the petition to be true, and that said defendant James Saborn is seized in his own right of the undivided one half of the premises described in the petition, and that he is entitled to dower in the other half of said premises, and that subject to said dower, the said plaintiff is seized of the undivided one fourth of the one half of said premises, and that alike subject to said dower, the said Nathaniel Evans, Joseph Saborn and Anna Brown are each seized in fee simple of the undivided one fourth of the one half of said premises, and that said parties are tenants in common and that the plaintiff is entitled to have partition as prayed for in her petition.

It is therefore ordered that a writ of partition be issued to the Sheriff of this County commanding him that by the oaths of Walter Kennedy, Ray E. Morse and Howard Losbury, who are hereby appointed Commissioners for the purpose, he cause to be divided and set off to the above named parties respectively, the parts and portions of said estate to which they are herein severally found entitled, to-wit:

To James Saborn the one half of said premises, and that they also set off and assign to him dower in the remaining half of said premises.

And that subject to said dower they set off and give to the plaintiff Margaret Rogers the one fourth of one half (One Eighth) of said premises, And to Nathaniel Evans, Joseph Saborn and Anna Brown, each one fourth of one half (One Eighth) of said premises.

But if in the opinion of said commissioners said estate cannot be divided by metes and bounds without manifest injury to the value thereof, they shall report that fact to the court, and said dower shall be assigned as of the rents and profits thereof. And said estate shall be appraised both subject to and free from said dower. And of his proceedings herein, said sheriff shall make due return.

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On January 2-1908, The following Writ of Partition and Dower was filed.

The State of Ohio, } Common Pleas Court.
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 September Term A.D. 1907, in a certain cause No. 5672, now pending in said Court, wherein Margaret Laborn, Plaintiff and James Laborn, Nathaniel Evans, Joseph Laborn and Anna Brown Defendants, you are commanded that without delay, by the oaths of Walter Kennedy, Ray G. Morse and Howard Osbury, three disinterested freeholders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause to be set off and assigned to James Laborn, Husband of Mary J. Laborn late of said County, deceased,

One half of said premises and also Dower in the remaining half of said premises of the following described real estate, to-wit: Situate in the said County of Union, and State of Ohio, and in the Village of Marysville, and being all of lot No. 312 (Three Hundred and Twelve), and being the same premises described in a deed from T. J. Arthur and Wife, to James and Mary J. Laborn, recorded in Volume 61 on page 33 of the records of deeds for said county.

And that in like manner and by the like oaths of said Walter Kennedy, Ray G. Morse and Howard Osbury, 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, Margaret Rogers, one fourth of one half (One Eighth) part.
To, Nathaniel Evans, one fourth of one half (One Eighth) part.
To, Joseph Laborn, one fourth of one half (One Eighth) part.
To, Anna Brown, one fourth of one half (One Eighth) part.

But if said Commissioners are of the opinion that said premises cannot be divided according to the demand of this writ without manifest injury to the value of the estate, you cause them to make a just valuation of the same in money, both subject to, and also free from the dower of the said James Laborn 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 Common Pleas Court, this 27th day of December, 1907.

Charles Carroll

(Seal)

Sheriff's Return

8672

On January 2, 1908, The Sheriff made the following return. As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Walter Kennedy, Ray G. Morse and Howard Vosbury, causing dower to be assigned to James Laborn, husband of Mary J. Laborn, 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 1st day of January 1908.

D. C. Bolenbaugh, Sheriff.

Commissioners' Report

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners after being duly sworn, And upon actual view of the premises, we are of the opinion that the said premises can not be divided without manifest injury, and we do estimate the value of the same, subject to the said dower estate, at $916.00, and free from said Dower estate at $1000.00.

Given under our hands this 1st day of January 1908.

Commissioners { Walter Kennedy, Ray G. Morse, Howard Vosbury.

On August 8th 1908, The following Certificate of amount necessary to pay indebtedness was filed.

Certificate of Indebtedness.

8672

Probate Court Union County, Ohio.

In The Matter of the estate of Mary Jane Laborn, Deceased.

I, Dudley E. Shorton Judge and ex-Officio Clerk of the Probate Court within and for said County, do hereby certify that said Probate Court has ascertained that the amount necessary to pay the indebtedness of said estate and the expenses of administration in addition to the assets, is the sum of Six Hundred Dollars ($600.00)

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court, at Marysville Ohio, this 8th day of July 1908.

Dudley E. Shorton

Judge and ex-Officio Clerk of the Probate Court.

Entry 8672.

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On August 8th 1908, the following Entry was filed.

Margaret Saborn Rogers,
Pls
James Saborn, et al
} Court of Common Pleas, Union County Ohio.

This cause came on to be heard upon the report of the Sheriff and the comissioners of their proceedings under the writ of partition herein and upon due consideration the court finds that said proceedings have been in all respects correct and lawful, and the same are approved and confirmed.

And it appearing that said estate can 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 James Saborn in the gross sum of $84.00 and have appraise the said estate subject to said dower at $916.00 and free of dower at $1000.00, and that said James Saborn has elected to take said estate subject to his dower at the appraised value thereof, to wit: at the sum of $916.00, said estate is hereby adjudged to him; the payment therefor to be cash in hand.

The Court finds that the cost of this proceeding, including an attorney fee of $30.00 to J. L. Cameron, which is allowed for his services herein, is $49.78, and that said James Saborn, as the administrator of said Mary J. Saborn has filed in this court a certificate from the probate court of this county, showing that the estate of said Mary J. Saborn is still unsettled and that the personal estate is not sufficient to pay her debts and costs of administration and that it will require all the proceeds of her land to pay her debts and expenses aforesaid. It is ordered by the Court that the said James Saborn out of the proceeds of the premises pay to the Clerk of this Court the costs and attorney fees aforesaid amounting to $49.78, and that he stand charged as such administrator, with the sum of $84.33.11, to be accounted for by him as such administrator through the said Probate Court.

And it is further ordered that the sheriff execute and deliver to said James Saborn a good and sufficient deed of said premises subject to his dower.

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 6th. day of May, 1908. the following Petition was filed with the Clerk of said Court towit:

8762 Petition.

The State of Ohio, ex rel. M. F. Leonard, Plaintiff.

Vs.

The Village of Richwood, and J. L. Horn, D. E. Ogan, L. Y. Peet, Edward McCombs, G. F. Wurtsbaugh and L. L. Roebuck, as Councilmen of said Village, C. S. Norris as Mayor of said Village and Ray L. Jordan as Clerk of said Village, Defendants.

Court of Common Pleas, Union County, Ohio; May 6th. 1908.

The relator says that the Village of Richwood is a municipal village corporation that the defendants, J. L. Horn, D. E. Ogan, L. Y. Peet, Edward McCombs, G. F. Wurtsbaugh, and L. L. Roebuck, are the duly elected and acting councilmen of said village, that the defendants C. S. Norris and Ray L. Jordan are the duly elected and acting mayor and clerk respectively of said village.

That on the 5th. day of August, 1907, the council of said village duly passed a resolution, three-fourths of all the members elected thereto concurring, that it is necessary to improve Franklin Street from the South line of Lot No. 333 to the South line of Bonford Street by paving the same with vitrified brick to the width of 36 feet in the center of said street and by the construction of the necessary curbs, retaining walls, grading and draining the same, and making the necessary excavations for a gravel or crushed stone or concrete bed, Which said resolution was duly published for two consecutive weeks in the Richwood Gazette, a weekly newspaper of general circulation throughout said corporation.

The relator further says that plans, specifications, estimates and profiles of the said proposed improvement showing the grade of the proposed improvement with reference to the property abutting thereon were perpared by engineer J. C. Kennedy, by the order of said council, and were thereafter on file at the office of the clerk of said village and open for the inspection of all parties interested.

That on the 23rd. day of September, 1907, said council, three fourths of all the members elected thereto concurring, duly passed an ordinance determining the general nature of said proposed improvement, fixing the grade of the street as well as the grade and elevation of the curbs, and approving the plans, specifications estimates and profiles for the proposed improvement. Also fixing the method of assessment, and that the same should be paid in ten annual installments, and that bonds of said village should be issued in anticipation of the collection of the assessments by installments, and in an amount equal thereto, said bonds to bear 4 1/2 per cent interest per annum. Also directing and authorizing the clerk of said village to advertise for bids for the construction of said improvement. Which said ordinance

was duly published for two consecutive weeks in the Richwood Gazette, a weekly newspaper of general circulation throughout said corporation.

That on the 5th. day of March, 1908, said clerk of said village caused to be published and for four consecutive weeks thereafter in the Richwood Gazette aforesaid an advertisement asking for sealed bids for the necessary material and labor for said improvement according to the plans and specifications, profiles and estimates adopted by said council as hereinbefore set forth. Bids to be received up to noon of Saturday, April 4th., 1908, all bids to be upon the forms furnished by said village.

The relator further says, that on the 20th. day of January, 1908, the said council of said village passed a resolution, three fourths of all the members elected thereto concurring, that it is necessary to improve Franklin Street from the north line of Coulby Alley to the North line of the right of way of The Erie Railroad Co. by paving the same with vitrified brick to the width of 40 feet in the center of the street and by the construction of the necessary curbs, retaining walls, grading and draining the same, and making the necessary excavation for a gravel or crushed stone or concrete bed. Which said resolution was duly published for two consecutive weeks in the Richwood Gazette, a weekly newspaper of general circulation throughout said corporation.

The relator further says that the plans, specifications, estimates and profiles of the said proposed improvement showing the grade of the proposed improvement with reference to the property abutting thereon were prepared by engineer J. C. Kennedy upon the order of said council and were thereafter on file at the office of the clerk of said village and open for the inspection of all parties interested.

That on the 2nd. day of March, 1908, said council, three-fourths of all the members elected thereto concurring, duly passed an ordinance determining the general nature of said proposed improvement, fixing the grade of the street as well as the grade and elevation of the curbs, and approving the plans, specifications, estimates and profiles for the proposed improvement. Also fixing the method of assessment, and that the same should be paid in ten annual installments, and that bonds of said village should be issued in anticipation of the collection of the assessments by installments and in an amount equal thereto, said bonds to bear 4½ per cent interest per annum. Also authorizing and directing the clerk of said village to advertise for bids for the construction of said improvement. Which said ordinance was duly published for two consecutive weeks in the Richwood Gazette, a weekly newspaper of general circulation throughout said corporation.

That on the 5th. day of March, 1908, and for four consecutive weeks thereafter said clerk caused to be published an advertisement in said Richwood Gazette for sealed bids for the necessary material and labor for said improvement according to said plans, specifications, profiles and estimates. Bids to be received up to noon of Saturday, April 4th. 1908, all bids to be upon the forms furnished by said village.

The relator further says, that on the 20th. day of January, 1908, the said council of said village passed a resolution, three fourths of all the members elected thereto concurring, that it is necessary to improve Franklin Street from the South line of Bousford Street to the North line of Conley Alley by paving the same with vitrified brick to the width of 66 feet in the center of the street and by construction of the necessary curbs, retaining walls, grading and draining the same, and making the necessary excavation for a gravel or crushed stone or concrete bed. Which said resolution was duly published for two consecutive weeks in the Richwood Gazette, a weekly newspaper of general circulation throughout said corporation.

The relator further says, that the plans, specifications, estimates and profiles of the said proposed improvement showing the grade of said proposed improvement with reference to the property abutting thereon were prepared by engineer J. C. Kennedy upon the order of said council and were thereafter on file at the office of the clerk of said village and open for the inspection of all parties interested.

That on the 2nd. day of March, 1908, said council, three-fourths of all the members elected thereto concurring, duly passed an ordinance determining the general nature of said proposed improvement, fixing the grade of the street as well as the grade and elevation of the curbs, and approving the plans, specifications, estimates and profiles for the proposed improvement. Also fixing the method of assessment, and that the same should be paid in ten annual installments, and that bonds of said village should be issued in anticipation of the collection of the assessments by installments and in an amount equal thereto, said bonds to bear 4½ per cent interest per annum. Also authorizing and directing the clerk of said village to advertise for bids for the construction of said improvement. Which said ordinance was duly published for two consecutive weeks in the Richwood Gazette, a weekly newspaper of general circulation throughout said corporation.

That on the 6th. day of March, 1908, and for four consecutive weeks thereafter said clerk caused to be published an advertisement in said Richwood Gazette for sealed bids for the necessary material and labor for said improvement according to said plans, specifications, profiles and estimates. Bids to be received up to noon of Saturday, April 4th. 1908, all bids to be upon forms furnished by said village.

The relator further says that on the 4th. day of April, 1908, and before noon of said day he filed three separate sealed bids on the forms furnished by said village for the necessary material and work for said three sections of said proposed improvement, as follows:

For complete brick pavement per square yard, including all excavation necessary to same with 8 inch gravel foundation: Using Nelsonville brick, material per square yard $.70; labor per square yard $.50; total with cement filler $1.32.

Material per square yard $.70; labor per square yard $.50; total with with tar filler $1.37.

Using Metropolitan brick; add nothing; deduct nothing.
" Bowlan Brown Granite " $.03 per sq. yd.

Using Logan brick add nothing; deduct nothing.
" Wassell " " " " "
" Towsand " " " " "

For completed brick pavement per square yard including all necessary excavations with 6 inch concrete under tire:

Using Nelsonville Bricks.

Material per square yard $.70; labor per square yard $.80; total with cement filler per square yard $1.67.

Material per square yard $.70; labor per square yard $.80; total with tar filler per square yard $1.67.

Using Metropolitan brick add nothing, deduct nothing.

Using Bowland Brown Granite brick add $.03 per square yd.

" Logan brick, add nothing, deduct nothing.
" Wassell " " " " "
" Towsand " " " " "

For furnishing and setting a 5 inch Berea sandstone curb; material $.35; labor $.20; total $.55 per lineal foot.

For furnishing and setting circular face curb of 5 inch Berea sandstone with full base; material $.65; labor $.35; total $1.00 per lineal foot.

For furnishing and setting a 4 inch Berea sandstone curb; material $.25; labor $.20; total $.45 per lineal foot.

For furnishing and setting circular face curb of 4 inch Berea sandstone with full base; material $.50; labor $.25; total $.75 per lineal foot.

For furnishing and setting 4 inch sandstone protection curb; material $.20; labor $.10; total $.30 per lineal foot.

For redressing old curb, the sum of $.10 per lineal foot.

For resetting old curb in concrete the sum of $.15 per lineal foot.

For furnishing, setting and connecting with line sewer sewer inlets, catch basins; material $15.00; labor $15.00; total $30.00 each.

For furnishing and laying 4 inch drain tile, filling trench with gravel or crushed stone for sub-drainage; material $.03; labor $.05; total $.08 per lineal foot.

For all extra grading and excavating the sum of $.50 per cubic yard of solid excavation figured on the present roadbed.

For default of any of the conditions on my part to be performed, the sum of three hundred dollars, which has this day been deposited with the village treasurer, shall at the option of the village council be absolutely forfeited to said village, but otherwise said sum of $300.00 shall be returned to M. F. Lenard.

The relator avers that all of the three bids submitted by him were alike except that they described the different sections of said improvement as described in the three different ordinances providing for same.

That he deposited with the treasurer of said village the sum of nine hundred dollars in three equal certified checks upon a solvent bank as a guarantee that if his bid be accepted that a

contract would be entered into and its performance properly secured as provided for in the advertisement for said bids.

That his bid for said improvement was $1800.00 lower than any other bid received by said village for said improvement and was the lowest and best bid received by them.

That on the 20th. day of April, 1908, the council of said village met in regular session with all members elected thereto present, also with the village engineer, J. C. Kennedy, the village solicitor, Al. C. Eggert, the mayor, C. S. Norris, the clerk, Ray L. Jordan, and the relator present; that the following resolution was there and then presented by said solicitor and read by said clerk; "Resolution" "Be it resolved by the council of the Village of Richwood, State of Ohio, three-fourths of all members elected thereto concurring; That the bid of M. F. Leonard for the improvement of Franklin Street from the north line of Cowboy alley to the North line of the Erie Railroad Company's right of way by paving the same with vitrified brick by the construction of the necessary curbs, sewers, grading and excavations for the same, etc.; and the bid of the said M. F. Leonard for the like improvement of Franklin Street from the South line of Bomford Street to the North line of Cowboy Alley; and the bid of the said M. F. Leonard for the like improvement of Franklin Street from the South line of Lot. No. 333 to the North line of Bomford Street are the lowest and best bids for said work and that the same be, and they hereby are accepted and that the three improvements above set forth shall be for the purpose of such a contract considered as one improvement, and that a contract be entered into with the said M. F. Leonard for the same in the name of the village."

"That said improvements or improvement, shall be made in accordance with the plans and specifications heretofore compiled, and now on file in the office of the clerk, and the contract to be so entered into shall provide for and contain the following, to wit; For a complete brick pavement, including all excavations necessary for the same with gravel, except under R.R. tracks, to be concrete, as per specifications, foundation using Metropolitan brick and cement filler, except between rails and two feet on each side thereof to be tar filler, furnishing a five inch, Cleveland Stone Co.'s machine dressed sandstone curbs set in concrete, and for furnishing and setting circular face curbs, and for furnishing material, constructing and contructing sewers and catch basins and sewer inlets, etc.; as are provided for in said plans and specifications and at the figures and prices set forth in the said bid of the said M. F. Leonard."

"That said contract shall be entered into within 15 days from the passage of this resolution upon said bidder giving bond to the satisfaction of this council in the sum of $10,000.00 dollars, said improvement shall be completed on or before Oct., 1st. 1908, and that the clerk transmit a copy hereof to said bidder."

That upon a motion of a member of said council seconded by another member of said council that the rules requiring three separate readings on three separate days be suspended and said resolution placed on its second reading was carried by a yea and

way vote; all the members elected to said council voting yea. Said resolution was then placed upon its second reading. Upon motion of a member of said council, seconded by another member of said council that said rule be again suspended and placed upon its third reading, was carried by a yea and nay vote; all the members elected to said council voting yea. Said resolution was then put upon its third reading. Upon a motion of a member of said council seconded by another member of said council that said resolution be adopted as read upon a yea and nay vote; all members elected to said council voted yea; and said resolution was therefor declared adopted.

The relator says that on the 4th. day of May, 1908, he executed and delivered to the mayor of said village and to the clerk of said village and to the council of said village in open session a contract to perform the work on said improvement and furnish the material for said improvement and to do all things required of him by said resolutions, ordinances, plans, specifications and bids, which said contract was prepared for said relator by the engineer of said village, J.C. Kumrdy. That said relator also on said day executed and The Bankers Surety Company, of Cleveland, Ohio, executed with him a bond in the sum of $10,000.00 for the faithful performance on the part of the relator of the conditions and obligations of said contract. That said The Bankers Surety Company is a good and sufficient surety for said amount.

A copy of said bond and contract, together with the written tender of same is hereto attached, marked "Exhibit A" and made a part hereof.

That said council have since said 20th. day of April, 1908, attempted to rescind said acceptance of said bid and said award of said contract to the relator and have instructed said mayor and said clerk not to accept the bond of said relator and not to execute a contract with him.

That said council, mayor and clerk refuse to accept said bond and refuse to execute said contract and refuse to submit any other contract to the relator for said improvement although said relator offered in writing to furnish any other bond and sign any other contract in accordance with the plans and specifications, resolutions and ordinances pertaining thereto, which said village might prepare.

That said council have since attempted to let the contract for the same improvement to E. A. Freshwater & Sons for $1800.00 more money than was bid by the relator and for $1800.00 more money than the relator has tendered a contract and bond to make said improvement for.

That on the 16th. day of March, 1908, said council duly passed an ordinance, two-thirds of all members elected thereto concurring, that it is necessary to issue and sell the bonds of said village in the sum of $18,000.00 for the purpose of paying for the improvement of Franklin Street in said village from the South line

of Lot No. 333 to the South line of Bomford Street by paving the roadway of the same with vitrified brick to the width of 26 feet in the center thereof and the construction of the necessary curbs, retaining walls, catch basins and grading, draining and excavating the same in pursuance of an ordinance passed Sept. 23rd, 1907, and in anticipation of the collections of special assessments to be levied. That said bonds shall be in the denomination of $1,000.00 each and the first bond shall be due April 1st, 1910 and the last one April 1st. 1919. That the proceeds from the sale of said bonds shall be deposited in the village treasury in a fund to be designated as Franklin Street, Bomford to Macadam Fund and shall be disbursed upon proper vouchers for the paying the cost and expense of said improvement and for no other purpose; and the premium and accrued interest received from such sale shall be credited to the trustees of the sinking fund to be applied by them in the manner provided by law. Which said ordinance was duly published for two consecutive weeks, beginning with March 19th., 1908, in the Richwood Gazette, a weekly newspaper of general circulation throughout said corporation. That an advertisement for sealed bids for said bonds was duly published for four consecutive weeks, beginning with March 26th., 1908, in said Richwood Gazette.

That a like ordinance for the sale of bonds for the like improvement of Franklin Street from the South line of Bomford Street to the North line of Conboy alley, 66 feet in the center thereof for a like sum payable in the same manner and the proceeds to be paid into a fund to be designated as Franklin Street, Bomford to Conboy Alley Fund and to be disbursed for paying the cost and expense of said improvement and for no other purpose, was passed on said March 16th., 1908, by said council and published in the same manner as said ordinance hereinabove last described. And that an advertisement for sealed bids for said bonds was duly published for four consecutive weeks beginning with March 26th., 1908 in said Richwood Gazette.

That a like ordinance for the sale of bonds in the sum of $16,000.00 for the like improvement of Franklin Street from the North line of Conboy Alley to the North line of the Erie Railroad Company's right of way, 40 feet in the center thereof, and payable in the same manner and the proceeds to be paid into a fund to be designated as Franklin Street, Conboy Alley to Erie Railroad Fund and to be disbursed for paying the cost and expense of said improvement and for no other purpose was passed on said March 16th., 1908, by said council and published in the same manner as the two ordinances last hereinabove described. And that an advertisement for sealed bids for said bonds was duly published for four consecutive weeks, beginning with March 26th., 1908, in said Richwood Gazette. That all of said bonds were on the 18th. day of April, 1908, sold by said village and the proceeds thereof deposited in the treasury to the credit of said Franklin Street improvement fund.

That said bonds were authorized by said council to be issued to pay the entire estimated cost and expense of said improvement.

The relator says that he is ready, willing and able to perform all the conditions and obligations on his part to be performed and that he is prevented from doing so by the acts of the defendants.

That great and irreparable damage will be done to him and to the taxpayers of said village of Richwood unless a mandamus issue from this court as hereinafter prayed for.

The relator says that he is wholly without remedy in the premises unless it be afforded by the interpositions of the court; and he therefore prays that writs of mandamus may issue against the Village of Richwood, and against J. L. Horn, D. E. Ogan, L. G. Peet, Edward McCombs, V. F. Wurtzbaugh and L. L. Roebuck, as councilmen of said village, and against C. S. Norris, as mayor of said village, and against Ray L. Jordan, as clerk of said village commanding them to execute said contract or prepare another in accordance with said plans, specifications, resolutions, ordinances and bids and execute same to said relator and commanding them to accept the said bond of the said relator and the Bankers Surety Company or if the same is not in the form they desire it, to prepare a form which the relator may have executed and that such other order may be made in the premises as justice may require.

Hoopes & Robinson
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

M. F. Leonard, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true.

M. F. Leonard.

Sworn to before me and subscribed in my presence by the said M. F. Leonard this 6th day of May, 1908.

Charles Parrott,
Clerk of Court.

(Seal)

To the Mayor and Clerk of the Village of Richwood and to the Council of said village:

I hereby tender my bond and contract for the improvement of Franklin Street from the North line of Conboy Alley to the North line of the Erie Railroad Company's right of way and from the South line of Bomford Street to the North line of Conboy Alley and from the South line of Lot No. 333 to the South line of Bomford Street, as prepared and approved by J. C. Kennedy, engineer for said village, and I hereby represent and agree that I am ready and willing and hereby offer to execute any other contract in accordance with the specifications and my bid on file with your clerk and in accordance with the ordinances and resolutions of said village which you may see fit to prepare and to execute any other bond in accordance with the same specifications and bid and the resolutions and ordinances of said village with good and sufficient sureties, which you may see fit to prepare.

May 4th., 1908.

M. F. Leonard.

"Exhibit "

Bond.

Agreement.

Know all men by these presents, that we M. F. Leonard, as principal, and The Bankers Surety Co., as sureties, are held and firmly bound unto the Village of Richwood, in the County of Union and State of Ohio, in the sum of Ten Thousand Dollars ($10,000) for the payment of which well and truly to be made we do hereby severally bind ourselves, our heirs, successors, executors and administrators firmly by these presents.

The conditions of this obligation are such that whereas, the said above named principle did, on the 4 th. day of April, 1908, file his bid for the contract of construction of the improvement described in the contract hereunto attached, and said bid was on the 20 th. day of April, 1908, accepted by said Village of Richwood and the contract for said construction was on said day awarded to said above named principal and said above named principal has entered into said agreement with said Village of Richwood, which said agreement is hereto attached and made a part of this bond, the same as if fully set forth herein;

Now, if said party of the second part in the said attached agreement shall well and truly execute all and singular the stipulations of said agreement by him to be executed, and shall pay all just and legal claims for labor performed upon and for material furnished for the work specified in said agreement, and shall indemnify and save harmless the said Village of Richwood from all suits and actions and claims of every name and description brought against the said Village of Richwood for or on account of any injury or damage to persons or property arising or growing out of the construction of said work, or the doing of any of the work described in said agreement, and shall indemnify and save harmless the said Village of Richwood from all claims, suits and actions of every name and description brought against said Village of Richwood for or on account of damages or royalty or for the use of patents or patented appliances or materials used in the work herein specified to be done, and for all costs growing out of any such claims, suits or actions, then this obligation shall be void; otherwise to remain in full force and effect; we agreeing and hereby consenting that this undertaking shall be for the use of any labor or material man having just claim, as aforesaid, as well as for the said Village of Richwood, and further that the parties to the attached agreement may, from time to time, and as often as they see fit, make any additions to, omissions from or modifications of the work and the said agreement which in the judgment of the said parties do not materially increase the liability thereon without consulting the sureties hereon, and without in any way affecting their liability hereon.

Witness our signature this 4 th. day of May, 1908.

Witnesseth:

Signed in presence of
James E. Robinson

M. F. Leonard
The Bankers Surety Co.
John L. Loughrey
Attorney in fact.

Work to be done.

Rate of Compensation.

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Contract.

Agreement. This agreement made and entered into this 4th. day of May, 1908, between the Village of Richwood, by its Village Council, represented by the Mayor, C.H. Norris, by virtue of a Resolution of said Council, entitled "A Resolution to accept bid and contract with M.F. Leonard of Gallipolis, Ohio, for the Fraunklin Street Improvement", Party of the First Part and M.F. Leonard, Contractor, Party of the Second Part.

Witnesseth: The said Party of the Second Part has agreed and by these presents does agree for himself and his heirs, executors, administrators and assigns, and covenant and promise to and with the said Parties of the First Part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in their bond of $10000.00 bearing date of May 4th. 1908 with these presents that the said M.F. Leonard, the said Party of the Second Part, his heirs, administrators, executors or assigns, shall and will furnish and provide at their own proper expense and cost, all the necessary material and labor in a good, firm and substantial manner and strictly in accordance with the annexed specifications, and in accordance with Resolution No. declaring the necessity of said improvement and in accordance with Ordinance No. determining to proceed with said improvement.

Work to be done. Will excavate and pave with Metropolitan Brick, on a foundation as described in specifications, the roadway of Franklin Street from the South line of Lot No. 333 to the north line of the Erie Railroad Company right of way, to the widths as specified in the respective Ordinances, and to set curb stones and lay sub-drains and storm water sewers and set catch basins to the satisfaction of the Council and Village Engineer, (J.C. Kennedy or some one duly appointed by him) and in the manner and under the conditions hereinafter specified and in accordance with the specifications hereinafter and hereunto annexed and made part hereof.

Filling between the bricks to be of cement or tar filler; Stone curbing to be of the Cleveland Stone Company's Machine Dressed curb, at the following rates, tovit:

Rate of Compensation. For completed brick pavement per square yard, including all excavation necessary for the same with 8 inch gravel foundation under the main roadway, together with 6 inch concrete foundation under Railroad ties, as per specifications:

Using Metropolitan Brick; Stone curbing to be Cleveland Stone Company's Machine Dressed curb at the following rates:

Material per square yard $.70; labor per square yard $.50; total with Cement Filler per square yard $1.32.

Material per square yard $.70; labor per square yard $.50; total per square yard with Tar Filler $1.37.

For furnishing and setting a 6 inch Cleveland Stone Company's Machine Dressed sand stone curb;

Material, $.35; labor $.20; total, $.55 per lineal foot.

For furnishing and setting circular face curb of 6 inch Cleveland

Stone Company's Machine Dressed curb with full base; Material $.65; labor $.35; total $1.00 per lineal foot.

For furnishing and setting a 4 inch Cleveland Stone Company's Machine Dressed curb;
Material, $.25; labor $.20; total $.45 per lineal foot.

For furnishing and setting a 4 inch circular face curb of Cleveland Stone Company's Machine Dressed curb with full base;
Material, $.50; labor $.40; total $.90 per lineal foot.

For furnishing and setting 4 inch sand stone protection curb;
Berea sand stone;
Material, $.20; labor $.10; total, $ .30 per lineal foot.

For re-dressing old curb, the sum of $.10 per lineal foot.

For re-setting old curb in concrete the sum of $.15 per lineal foot.

For furnishing, setting and connecting with line of sewer catch basins, sewer inlets;
Material $15; labor $15; total $30. each.

For furnishing and laying 4 inch drain tile, filling trench with gravel or crushed stone for sub-drainage;
Material, $.03; labor $.05; total $.08 per lineal foot.

For all extra grading and excavating the sum of $.50 per cubic yard of solid excavation figured on the present roadbed.

For cement gutter 2 feet wide per lineal foot $.

For flagstone gutter 2 feet wide and 4 inches thick, set on 6 inches gravel bed, per lineal foot $.

Estimates. The Party of the Second Part admits and agrees that the amounts and qualities to be furnished and work to be done, as stated in the

Agreement re. proposal for estimates for said work, are approximate only, that they are satisfied with the accompanying estimates in determining the prices to which they agree to do the work required by this contract, and that they will not at any time dispute or complain of such statement, nor assert that there was any misunderstanding in regard to the depth of the excavation to be made or the quantity of filling that may be necessary to place the pavement upon the required grade, or the nature or amount of the materials to be furnished or work to be done, and they covenant and agree that they will complete the entire work to the satisfaction of the Council and Village Engineer, and in accordance with said specifications, and that they will not ask, demand or sue for any extra compensation beyond the amount payable for the work in this contract enumerated, which shall actually be performed at the prices therefor herein agreed upon.

Meaning of Specifications. And the Parties also declare that this agreement is made with reference to the plans and cross sections for the same now on file in the office of the said Village Engineer, which said plans are to be taken as part and parcel of these presents and are intended to co-operate, and all technical questions as to their true meaning and intent, concerning the execution of the work, shall be decided by the said Village Engineer, J. C. Kennedy, and his decision shall be final.

And it is further agreed that all loss or damage arising out of the nature

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the nature of the work to be done under this contract or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same, or from any action of the elements, or from incumbrances on the line of the work, or from delays directed by the Council and said Village Engineer, shall be sustained by the Party of the Second Part.

Street Railway construction.

Said Party of the Second Part further agrees to construct the street paving along the tracks of the street railway company so as to cause as little inconvenience to said company and to the general public as possible, and to furnish all material and labor for said railway construction and paving, and the same is to be considered as covered by the said Second Parties' bid, excepting the furnishing of new ties and iron rails which might become necessary for a more complete construction of said street paving along said Railway Company tracks.

Injuries along line of work.

In case any injury is done along the line of work in consequence of any act or omission on the part of the Party of the Second Part, his employees or agents, in carrying out any of the provisions or requirements of this contract, the said Party of the Second Part shall make such repairs as are necessary in consequence thereof at their own expense, and to the satisfaction of the Council and Village Engineer, and in case of failure on the part of said Party of the Second Part to promptly make such repairs, they may be made by the said Council and Village Engineer and the expense thereof shall be deducted out of the moneys due or to become due, or to be retained from the Party of the Second Part under this contract.

Suspension of work.

The prosecution of the work shall be suspended for such period as the Council and Village Engineer may from time to time determine, no claim or demand shall be made by the Party of the Second Part for damages by reason of such suspension, the same to be determined in writing by the said Council and Village Engineer, and will be excluded in computing the time limit for the completion of the work. During such suspension all material delivered upon but not placed in the work shall be neatly piled or removed so as not to obstruct public travel.

Commencement of works.

The said Party of the Second Part further agrees that he will commence the work aforesaid on such day and at such point or points as the said Engineer may designate, and progress therewith so as to fully complete the same without unnecessary delay, the entire improvement to be completed to the satisfaction of the Council and Engineer by October First, 1908.

Penalty for delay.

When the work is commenced it must be prosecuted to completion without delay, under a penalty of Ten ($10) Dollars for each day in excess of the above stated time for completion, which sum shall be and hereby is fixed as liquidated damages (and not as a penalty) and shall be retained from the contract price and shall not be remitted except by the Council for good cause shown.

But the deduction and payment of such sum shall not be considered in any respect as a waiver of any other rights which may accrue to the Party of the First Part, or which it may have

under this contract.

Delays, days to be excluded.

Days and parts of days during which the work required by this contract has been delayed in consequence of the weather, or by any act or omission on the part of the Party of the First Part (all of which shall be determined by said Council), and on which no work is done, and days on which the prosecution of the whole work is suspended by written order of the Council, shall be excluded. But neither an extension of the time for any reason beyond the date fixed for the completion of the work, nor the doing or acceptance of any part of the work called for by this part of the contract, shall be deemed a waiver by said Council of the right to abrogate this contract for delay, in the manner provided for in this contract.

Sub-let work.

The said Party of the Second Part hereby further agrees that he will not sub-let the work or any part thereof without the previous written consent of the Engineer and Council, and that they will punctually pay the workmen who shall be employed upon the aforesaid work. That any time any overseer or workman employed by the Contractor be declared by the Superintendent or Engineer to be unfaithful or incompetent, the Contractor on receiving written notice shall forthwith dismiss such person and shall not again employ him on any part of the work.

Violation of Contract.

The said Party of the Second Part agrees that, if at any time, the said superintendent shall be of the opinion and shall so certify in writing to the Council that the work or any part thereof is unnecessarily delayed, or the said Contractor is wilfully violating any of the conditions or covenants of this contract, or is executing the same in bad faith, or if the said work be not fully completed within the time named in this contract for its completion, or at any time after ten days notice in writing is given by the said Engineer to said Contractor, either personally or by leaving said notice at his residence or with his agent in charge of the work, and thereupon the Contractor shall discontinue all work or such part thereof, and the Council shall thereupon have the power to employ such and as many persons as they may deem necessary and advisable, by contract or otherwise, to complete the work herein described, or such part thereof, and to use such material as may be found along the line of the work, and to procure other material for the completion of the same, and to charge the expense of such labor and materials to the aforesaid Contractor, and the expense so charged shall be deducted and paid by the Party of the First Part out of the money that may then be due or thereafter become due to the said Contractor under and by virtue of this agreement or any part thereof, and in case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the said Contractor, they shall forfeit all claims to the difference, and in case such expense shall exceed such sum, they shall and will pay the amount of such excess to the Party of the First Part on demand.

Payments for materials or labor.

And the Party of the Second Part further agrees that he will furnish said Superintendent or Engineer, upon demand, with satisfactory evidence that all persons who have done work or furnished material under this agreement, and who have given written notice to

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Acceptance of work.

the Engineer or Superintendent at any time within ten days after the completion of the work aforesaid, that any balance for labor or material furnished is still and unpaid, have been paid or satisfactorily secured.

Money may be retained.

And in case such evidence be not furnished as aforesaid, such amounts as may be necessary to meet the claims of the persons aforesaid may be retained from any moneys due said Party of the Second Part, under this agreement, until the liabilities aforesaid shall be fully discharged or secured or such notice be withdrawn.

Guard and Light.

And the said Party of the Second Part further agrees that during the performance of said work they will place proper guards around and upon the same for the prevention of accident, and at night will put up and keep sufficient lights and that they will indemnify and save harmless the party of the First Part against and from any and all suits and actions of every name, kind and description brought against the Village of Richwood, or in which the Village of Richwood is made a party, together with all costs and damages to which the Village or any officer or officers thereof may be or become liable for on account of or by reason of any injury or alleged injury to the person or property of another, resulting from negligence or carelessness or alleged negligence or alleged carelessness in the performance of the work or any part thereof, or in guarding the same from any improper materials used in the prosecution, or by any act or omission of the said Party of the Second Part, or his agents or servants, or on account of the work, and the said Party of the Second Part hereby agrees that the whole or such part of the whole amount of moneys due them by virtue of this agreement, as shall or may be considered necessary by the Council shall and may be retained by said Party of the First Part until all suits for damages as aforesaid shall have been settled and discontinued and the evidence to that effect furnished to the satisfaction of said Council and their Attorney.

Contractor to restore pavements.

The Party of the Second further agrees that when called upon by the Council or any of its committees during the continuance of the work, they will properly restore and lay the pavements over trenches made for laying water pipes, sewers, or for other purposes permitted by the Village at a sum not to exceed ten per cent. above the original contract price, and when once laid and restored will maintain them in the same state of repair as provided herein for the other parts of the pavement.

Acceptance of work.

Final acceptance of the work contracted for will not be made between November 15th. and April 15th.

And the said Party of the Second Part hereby agrees to indemnify and save harmless the Party of the First Part against and from all suits and actions of every nature and description arising out of the claim or claims of any person or persons claiming to be patentees of any process connected with the work herein agreed to be performed or of any material or materials used

upon the work.

Concerning Street Railway.

It is further understood and agreed by the said Party of the Second Part that the pavement in and around said Railway tracks shall be laid on a 6 inch concrete foundation as per specifications and according to the bid of said Party of the Second Part, which is as follows:
For completed brick pavement per square yard, including all necessary excavation with 6 inch concrete under ties;
Using Metropolitan Brick. Material per square yard, $.70; labor per square yard, $.80; total with Cement Filler per square yard $1.62.
Material per square yard $.70; labor per square yard $.80; total per square yard with Tar Filler $1.67.

It is expressly understood that the measurement will be on completed work, and shall be taken after the laying or setting of pavement or curb stone.

Decisions and Directions.

May require openings.

After the completion of the work, should the Village Engineer require it for his more perfect satisfaction, the Contractor shall make such openings and to such extent through such part or parts of said work as said Engineer shall direct and they shall make good again the same to the satisfaction of said Engineer or superintendent. Should any work be found defective or improperly done, such defective or improper work shall be taken up and re-laid or otherwise remedied to the satisfaction of said Engineer, and should the Contractor refuse or neglect to correct such defective work when notified to do so, then the Council shall employ such necessary men and provide material to do the work and the expense thereof shall be deducted from any moneys that may be due or may become due the Contractor on account of this contract.

Payments.

And the said Party of the Second Part agrees that he will not be entitled to demand or receive for any portion of aforesaid work or material unless same shall be fully completed in the manner set forth in this agreement, and such completion shall be duly certified by said Engineer and accepted by the Council.

Payments, how made.

The Contractor must at all times furnish ample facilities and such labor as may be called for by said Engineer for thorough inspection of his work and materials.
When all the requirements of this contract shall have been fully complied with, the Village of Richwood will pay and it hereby binds itself to pay to the Party of the Second Part, in cash, on or before the expiration of ninety (90) days from the time of completion and acceptance of said work as herein provided, the whole amount of the moneys accruing to said Party of the Second Part under this agreement, except that the sum of not exceeding ten per cent of the contract price for each square yard of pavement laid under these specifications will be retained out of the moneys payable to the Contractor, for the period of five years after the completion and acceptance of the work, and the said Party of the Second Part shall make any repairs needed as indicated in the specifications during that time, and in default of doing so, the work will be done by the Council at the expense of the Contractor, to be paid out of the sum

thus retained, and in case that sum is insufficient, the balance remaining shall be paid by the Party of this Second Part and their securities.

It is hereby expressly understood and agreed by and between the Parties hereunto, that the action of said engineer by which said Contractor is bound and concluded according to the terms of this contract, shall be evidenced by the final certificate of said engineer, all prior certificates for payments which have been made being merely estimates and subject to the correction of such final certificate.

Decisions and Directions.

The said Village engineer is to make all measurements, give all directions and decide as to the meaning and intents of the specifications, and where the meaning and intent may be disputed the same shall be decided by the Council and their decision shall be final.

The said Village Engineer shall have the right to correct any errors or omissions when such corrections are necessary for the proper fulfillment of the intentions of these specifications.

The right is expressly reserved to the Council of the Village of Richwood to order the omission of any portion of the work or material called for by the plans and specifications or to order any additions hereto or to make any alterations whatever in the nature of the work or materials called for therein, provided said order be in writing and the amount of the compensation be added to or deducted from the contract price for such addition or omission shall be determined and fixed by a written agreement between the Contractor and said Council of the Village of Richwood, and it is expressly agreed and understood that such alteration, addition or omission shall not in any way violate or annul this contract.

In Witness Whereof the Party of the First Part has caused these presents to be signed by the Mayor of the Village of Richwood with the corporate seal, and the Party of the Second Part has hereunto signed his name the day and year first above written.

The Village of Richwood

By

Mayor.

M. F. Leonard.

Party of the Second Part.

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Plans and Specifications prepared by
J. C. Kennedy
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Engineer.

Specifications.

Street Improvement.

For grading and constructing Vitrified Block pavement and setting curb on Franklin Street, from South line of Lot No. 333 to the North line of Erie R.R. in the Village of Richwood, Ohio.

General Specifications for work.

Engineer. Wherever the words Engineer or City Engineer are used in the specifications or contract, the same shall be held to mean the Village Civil Engineer, or his successor, or his duly appointed and authorized agents.

Contractor. Wherever the word Contractor is used it shall be held to mean any Contractor or firm of Contractors or any member of any firm contracting any part of the work, or his or their agent or agents, one of whom shall be upon the work at all times during its progress.

Staking the work. The work to be done under this contract shall be staked out by the Engineer or his assistants, and any expense in replacing the stakes which the Contractor or his subordinates may have failed to preserve shall be borne by the Contractor.

Notice. The Contractor shall give twenty-four hours notice in writing when he shall require the services of the Engineer for laying out any portion of the work. He shall dig all stake holes necessary to give all lines and levels.

The Contractor shall not disturb any monuments or stakes found along the line of the improvement until ordered to do so by the Engineer.

Superintendent. The Village Engineer may appoint a Superintendent whenever any work is in progress, to supervise the same, and it shall be the duty of the superintendent to see that all materials used and all work performed shall be strictly in accordance with the specifications, subject to such modifications as the Engineer may direct.

The Contractor shall re-set any monuments or stakes when so directed by the Engineer.

Commencement. The work shall be commenced at such points as the Engineer may designate and not more than two adjoining squares in length shall be torn up at one time, nor shall any squares be blocked except where the Contractor is actually working and each square as soon as the pavement is laid shall be thrown open to the public use, but such opening or using of the street shall not be deemed or held to be acceptance of any part of the work.

Suspension of work. The Engineer may from time to time, suspend the work at certain places or altogether, if in his opinion public needs require it, but said Engineer shall not have the right to stop the work altogether for more than one week at a time, except that when, in the opinion of said Engineer, the weather is not suitable for doing the work, he may cause the same to be suspended.

Extension of time. In case of such suspension, the time within which the Contractor is required to complete the work shall be extended by as many days as the same was suspended; when days are mentioned in

these specifications it shall mean days by the Calendar and not working days.

Dec. 1st to April 15th. All work done under these specifications, such as grading of streets and putting in foundations for same, curb setting or paving shall cease from the first of December to the Fifteenth of April, (of the following year), unless otherwise ordered by the Engineer.

Material to be piled. Upon any stoppage of the work, all material is to be piled up neatly and snugly so as not to impede the travel on the sidewalk, or carriage way, or the use of fire plugs, and all earth, rubbish or surplus material to be removed immediately thereafter from the street or avenue by the Contractor.

Contractor to be liable. Whenever the Contractor fails to complete the work herein specified within the time named, he shall be liable for the wages of the superintendent appointed on the work, from such time as specified for the completion of the work until the final acceptance of the same, and the amount of such wages shall be deducted from the money or moneys or any money which may be due him from the Village, and in addition shall also be deducted the sum of Ten Dollars per diem for the same period, estimated as liquidated and fixed damages to the Village of Richwood for failure to work at the time specified (time of completion of contract being an essential element and consideration) unless council shall by resolution grant an extension of the time for the completion of said work.

Extension of time. If at any time the Engineer shall be of the opinion that said work is unnecessarily delayed and will not be finished in the prescribed time, he shall notify the Contractor in writing to that effect.

May discontinue work. If the Contractor should not in the prescribed time, within ten days thereafter, take such measures as will in the judgment of the Engineer ensure the satisfactory completion of the work, the Engineer may notify said Contractor to discontinue all work under the contract, and it is hereby agreed that the Contractor will respect said notice, and stop work and cease to have any right of possession to the ground.

Work may be completed. The Engineer shall thereupon have the power to place such and as many persons as he may deem advisable, by contract or otherwise, to work at and complete the work herein described, and to use such materials and tools as he may find along the line of the work or to procure other material for the completion of the same and to charge the expense of said labor and material to the said Contractor, and the expense so charged shall be deducted and paid out of such moneys as may then be due him or thereafter become due to said Contractor, and in case such expense is less than the sum which would have become payable to the Contractor under his contract if the same had been given by the Contractor, he shall be entitled to receive the difference, and in case such expense is greater, the Contractor shall pay the amount of such excess, on notice from said Engineer to the Treasurer of the Village of Richwood.

May construct sewers. The Council reserves the right to construct any sewer or sewers, or to lay any water or other mains or pipes, or receiving basins or culverts, or to build up or adjust any manhole or for supply water stop cocks

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in said street, and to grant permits for house connections with sewers, or with water or other pipes, at any time up to the completion of the foundation over the sewer, and the Contractor shall not interfere with or place any impediment in the way of any person or persons who may be engaged in the construction of such sewer or sewers, or in the laying of such water or other mains, or in making connections therewith, or doing other work above specified, or in the construction or re-setting of any crossings or curb stones, or construction of any receiving basins or culverts or the line of the street, and the said Council reserves the right of suspending the work on any part of said line of the street at any time during the construction of the sewer for the purpose above mentioned.

Damages for delay. In any such case the Contractor shall not be entitled to either any damages for the digging up of the street or for the delay, but he shall be allowed and paid for any additional material, the use of which is made necessary on his part, such reasonable sum (not to exceed contract rate) as may be agreed upon between him and the said Engineer, and the time for completing his contract shall be extended by as many days as he was thus delayed.

Property of city. The Council reserves the right to all cross walk stones or paving blocks, curb stones, cobblestones, gravel, crushed stone, sewer pipe, or other valuable material in good condition after the same has been taken up by the Contractor, who is to use care in handling the same so as not to break or waste them and shall carefully and neatly pile them at such points on intersecting streets as the Engineer may direct.

Obstructions. The Contractor will be required to remove from said street all and any obstructions, material, rubbish, trees, logs, filth, or refuse of any kind that may be encountered in the execution of the work, at his own expense and without any extra charge whatever.

The Engineer may when in his opinion it becomes necessary, make alterations or modifications in the specifications or plans of said improvement, subject to the approval of the Village Council, the price to be paid for the work under such altered or modified contract to be agreed upon in writing, endorsed upon the original contract for said improvement, and signed by the Contractor for said work and the Chairman of the Street Committee, total cost of the work however, not to exceed the original contract.

Not to violate contract. And it is expressly understood and agreed that such alteration, addition, modification or omission, shall not in any way violate or annul said contract, and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss or profits or otherwise, on account of not being allowed to do such work or furnish such materials.

Whenever during the progress of the work, and additional work or change or modification in the work contracted for, is agreed upon as aforesaid, such additional work or modifications or alterations shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original contract.

material to be approved.

No material of any kind shall be used until it has been examined and approved by the Engineer or some person authorized by him, who shall have full power to condemn any work or materials not in accordance with the specifications, or are unsatisfactory to the Engineer, and to require the Contractor to remove any work or materials so condemned at his own expense, and to replace the work and materials to the satisfaction of the Engineer, and the decision of the Engineer shall be final as to the quality of the work and materials.

In case the Contractor shall neglect or refuse after written notice to remove or replace said rejected work or materials, they shall be removed and replaced by the Engineer at the expense of the Contractor.

If at any time any workman or workman employed by the Contractor be reported by the superintendent to the Engineer to be unfaithful or incompetent, the Contractor shall on the direction of the Engineer forthwith dismiss such person and no longer employ him on any part of the work, and the Contractor shall at all times have some competent person on the work to whom notices, orders and instructions may be given, his name to be certified to by the Contractor to the Engineer.

Orders.

Barricades.

All necessary day and night guardsmen, barricades, or lights shall be employed or erected by the Contractor, who hereby agrees to hold the city harmless from any and all claims for damages resulting from the obstruction of the street or from any neglect on the part of the Contractor or his agents or employees, either in failing to keep guardsmen, barricades, lights or otherwise.

Bids.

All bids shall state prices bid in plain figures, for the difference in kinds of work called for by the specifications.

In case of the absence of the Engineer, or in case he shall so direct, the powers and duties herein assigned to him will devolve upon his assistants or deputies duly appointed.

The price bid shall include all labor, excavation, material, foundation, rolling, clearing the street of all excavated material and to do any thing necessary to its completion, and shall be based on finished work and measured in the square yard of finished pavement and lineal foot of finished curb.

Old Crushed Stone.

Estimates will be made monthly by the Engineer after construction has been in progress for not less than thirty (30) days, and ten per cent. of each estimate will be retained until the completion of the work according to the specifications.

No money will be paid until the Engineer or superintendent of the work, (if there be one), have certified that the work has been done according to contract.

Defects.

All settlements, checks, cracks, defects or damages in any portion of the pavement or in the alignment or grades of the curbing, before the expiration of five (5) years from the acceptance of the work by the Engineer, shall be repaired and made good at the expense of the Contractor, and all rubbish which may accumulate during and by reason of the work herein provided for, shall be removed by the Contractor and the street left clean and in good condition.

There will be retained out of the moneys payable to the Contractor such

per cent. of the amount of this contract as the Engineer may deem proper, the same to be expended in the manner hereinbefore provided, in making such repairs on the line of the street as the Engineer may deem necessary, provided that the amount so retained shall not exceed ten per cent. of the aggregate amount of this contract on the expiration of a period of five (5) years, provided the said pavement shall at that time be in good repair, the Contractor upon the production of a certificate from the City Engineer, stating that the street is in good condition, shall receive the whole or such part of the sum aforesaid, as may remain after the expense of making such repairs in the manner aforesaid shall have been paid therefrom.

No claim or demand for compensation for any alterations made or any additional or extra work will be allowed, unless the necessity for such alterations, additional or extra work shall have first been determined by the City Engineer and the prices to be paid therefor agreed upon in writing, before such alterations have been made or such additional or extra work performed.

Orders. The Contractor is obliged to accept orders for extra work not included in this contract for said street, or connected with said pavement, and to execute properly as directed, at a price determined as provided in preceding section.

Should the Contractor in setting or re-setting the curb stones, filling material along or upon, or from any other cause, disturb or damage the lawn or sidewalk, he shall be required to replace and make good the same at his own expense.

Material delivered upon or along the street, either before or after dressing to be neatly and compactly piled up along the sides of the street to be improved or the roadway adjacent thereto, as the Engineer may direct, in such manner as to cause the least inconvenience to property owners and the general public, and not to be within three feet of any fire hydrant; private drive and street crossings to be kept open, shade trees and other improvements shall be protected from all damage from stone or otherwise.

Crushed Stone Foundation.

Old Crushed Stone. On the streets to be improved which have recently been coated with crushed stone, the stone shall be carefully removed and placed in safe places, until a portion of the earth grade has been perfected and accepted by the Engineer; then the stone shall be evenly spread over the earth grade that is finished, from curb to curb, and thoroughly set and rolled until a solid and compact foundation has been made, after which new crushed lime stone, free from dirt or dust, shall be evenly spread over the entire width of roadway and thoroughly set and rolled, and then covered with one inch of crushed stone sand, or more if deemed necessary by the Engineer, and thoroughly washed by water into the interstices of the stone bed, and then watered and rolled to the entire satisfaction of the Engineer, and when the crushed stone bed is finished, the same shall be true and even and smooth, and lie parallel to the finished surface of the pavement and shall be four (4) inches

in depth when finished and thoroughly compacted.
In this section the intention has been to make the foundation as near impervious to water as possible, and to prevent as far as possible the sand cushion from sifting down through the bed, and these specifications shall be construed to cover any necessary work or material to gain this result, and the Contractor shall be compelled to furnish such material and to perform such labor as will give these results.

Sand Cushion.

After the crushed stone bed has been finished to the entire satisfaction of the Engineer, the same shall be covered one inch in depth with clean, sharp bank sand and smoothed and compacted for the bedding of the paving brick.

The crushed stone shall be uniform in quality, with sand removed, and broken so as to pass through a two and one-half inch ring along its longest dimensions and shall be satisfactory in all respects to the Engineer.

Price of old stone.

All old crushed stone used, which the Contractor has removed from the street, shall be paid for by the Contractor, the same price as the cheapest figures obtained by the Contractor from any reliable quarry, and if said price is not satisfactory to said Street Committee, then said Street Committee may order said stone removed by said Contractor to a safe place not more than three hundred feet distant from said removal point.

Gravel Foundation.

Eight inch gravel bed.

After the earth bed has been completed and accepted by the Engineer or superintendent, the same shall be covered with enough gravel, the same to be put on in two layers, (and each layer to be thoroughly harrowed), that when each layer is thoroughly wet and rolled, with a roller weighing not less than twelve tons with the same bearing as the roller used on the earth bed, and the entire bed is thoroughly rolled and compacted, the finished surface shall be true and even and five inches below and parallel with the finished brick grade of said street, and the combined layers shall not be less than eight (8) inches of settled gravel when finished.

Five inch gravel bed.

And in a finished five inch gravel bed the material may be put on in one layer with same conditions on rolling, etc.; after the gravel has been dumped on the street the same shall be rimmed with a road grader or roller, and then harrowed thoroughly with a long toothed harrow until the entire bed is of equal density, then thoroughly wet and rolled as above directed and ordered. The gravel must be free from earth, loam or other debris, and shall also be free from all large stones, etc.

Portland cement.

Bids will be received for concrete foundation with Portland cement only.

Proportions.

Concrete will consist of a mixture of cement, sand, limestone dust, and if the Engineer so directs, and gravel in the following proportions, all parts by measure:
Portland cement, 1; sand or limestone dust, 3; stone 5.

American Cement

Upon the sub-grade, a foundation of American Portland cement concrete shall be laid to a uniform depth of four (4) inches, prepared

Sand.

Crushed stone.

Cement

mixing.

Spreading.
Ramming.

Grade Stakes.

Wetting and covering.

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Sand. The sand used in the mortar shall be a clean, sharp, coarse screened sand of approved quality.
The limestone dust to be free from clay or loam but may contain small particles of stone called screenings.

Crushed stone. The material for the body of the concrete shall be composed of screened gravel or other material, equally suitable to the Engineer and approved by him, all stone in the gravel to be broken so as to pass through a two (2) inch ring in its largest dimensions.
The material shall be free from all dirt or dust.

Cement. The Cement will be of the best quality of American Portland Cement delivered in original packages, with the brand stamped or printed upon the same.

Mixing. The sand and cement will be thoroughly mixed dry, and then worked into a stiff mortar, the proportion of water necessary having been determined by the Engineer, which proportion shall be adhered to throughout the work, and the amount shall be measured by means of buckets. The Engineer reserves the right, however, of varying the proportion of water whenever the conditions may warrant.

Spreading. Ramming. The crushed gravel, previously saturated with water, will then be dumped upon the mortar, having been spread out uniformly upon the mixing board. Each batch of concrete will then be thoroughly mixed, mixing to be continued on the board until each particle of gravel is completely coated with mortar. It will then be spread and at once thoroughly compacted by ramming until free mortar appears upon the surface. The whole operation of mixing and laying each batch will be performed as expeditiously as possible and with the use of a sufficient number of skilled men. The upper surface will be made exactly parallel with the surface of the pavement to be laid, and when in place, all shoveling, working or walking on it must be prevented until it is sufficiently set, and in no case will any material be shoveled upon the foundation until twenty four hours after having been put in place.

Grade Stakes. The Contractor will be required to furnish and set grade stakes at intervals not to exceed five feet, for securing proper grade of the concrete surface. He will be guided in this work by the cross sections and directions of the Engineer.
The concrete surface thus produced however, shall be subject to the inspection of the Engineer, and all variations from the true grade will be at once corrected.

Wetting and covering. Within eight (8) hours after the concrete has been laid the same shall be covered with a blanket of paving sand one-half inch thick, and the surface of the concrete shall be kept damp at all times by sprinkling before and after the sand has been applied, as often and as much as the Engineer deems necessary. All material will be brought upon the foundation in barrows.

No hauling. No hauling with teams will be permitted until four days after laying the foundation, and then only if a track for the wheels of loaded

wagons is provided by laying two inch planks or ridges of sand.

Cement.

Portland Cement. Portland Cement shall be of the best quality, well seasoned American Portland Cement.

Fineness. It must be finely ground, so that at least 90 per cent will pass through a sieve with 10,000 meshes per square inch.

Tensile strength. When mixed with water and made up into a cake it must not attain its initial set until one-half hour after mixing, nor its final set until after one hour.

When mixed neat and worked up into briquettes, and exposed one day in air and six days in water it must develope a tensile strength of four hundred (400) pounds per square inch.

3 sand 1 cement. When mixed with three parts by weight of standard sand to one of cement, it must develop a tensile strength of one hundred and fifty (150) pounds per square inch in seven days.

Soundness and color. Two cakes with thin edges will be made of neat cement, one will be kept in air to note changes in color, the other will be placed in boiling water, after its final set, and kept there for twelve hours; if the color changes in irregular spots during a period of ten days or if the boiled cake shows and cracks or softens, it shall be rejected as unsound.

Packages to be marked by Engineer. All packages of cement must be marked by the Engineer or superintendent before being used.

Concrete.

Concrete for general use, such as Street Railroad foundations, trenching soft places, etc., shall be made according to the following:

Composed of hard blue or flinty grey limestone, crushed to pass through a two and one half inch ring, the same to be free from all dirt, trash, etc., clean sharp bank or crushed stone sand, and the best quality of American Portland Cement, to be delivered in original packages with the brand stamped or printed upon the same and shall be marked by and shall be acceptable to the Engineer in the following proportions:

One measure of cement and three of sand thoroughly mixed dry until it shows a uniform color, and then moistened and thoroughly mixed, and on this will be put five measures of stone as specified, which shall be first thoroughly saturated with water and the whole well mixed with repeated turnings with shovels.

Street Railroad.

Rails. All railroad tracks on the line of the work shall be so readjusted and renewed as to conform to the line and proper grade of the improvement.

All iron rails on said track shall be of sufficient depth and of such design as to admit of the best construction of street paving around and between the tracks and eighteen inches on the outside of the iron rail of said railroad, and anything further necessary for a more complete construction of street paving, either in change of rails, ties or other material, or in the manner of construction

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shall be construed to be covered by these specifications, and shall be completed by and at the expense of the Railroad Company. But all excavation and other work, within the rails and extending eighteen inches outside of the rails, such as foundation and paving, shall be done by the Contractor for street improvement as contemplated in the specifications, but the entire cost of said material and labor of construction of paving, including concrete foundations, etc., within the rails and eighteen inches on the outside of the same shall be borne of said Railroad Company.

Ties. The ties, (if ties be used) shall be laid on six inches of concrete, said concrete shall extend between said ties and around and above said ties together with eighteen inches outside of the ends of the ties, and shall be of a sufficient depth that when finished shall admit of only one inch of sand cushion for the paving blocks.

All work and material and plans used in and around the street railroad tracks and beds shall be of the very best and latest methods of construction and shall be satisfactory in all respects to the City Engineer and Street Committee.

Concrete for Setting Curb.

Concrete composed of clean sharp gravel, free from any loam, earth or vegetable matter, and the same to resemble small pebbles and the best quality of American Portland Cement, to be delivered in original packages with the brand stamped or printed upon the same, and shall be marked by and shall be acceptable to the Engineer in the following proportions; One measure of cement and eight of gravel mixed dry until it shows a uniform color and then moistened and thoroughly mixed by repeated turnings with shovels.

The concrete will be placed in proper position and then rammed with wooden rammers until it is thoroughly compacted and has a clear mortar surface.

The whole operation of mixing and placing the concrete must be done as expeditiously as possible and by the employment of a sufficient number of skilled workmen.

No concrete will be allowed to be used which has been mixed more than one hour.

Grading.

Excavation. The sub-soil and other material is to be excavated to a uniform depth and required depth when rolled, the crown to conform in every respect to the crown of the pavement when completed.

Should the Contractor excavate below the required depth at any place, said places shall be filled with crushed stone or gravel before the earth bed is rolled and compacted.

The Contractor must make all necessary smoothing and filling and grading of sidewalks and lawn spaces on the line of the improvement, to the proper line and grade, with the excess or part of the excess material remaining after the completion of the sub-grade without any compensation for the same.

Rolling. When the grading has been completed, the entire surface shall be rolled not less than three times, and more if deemed necessary by

the Engineer, with a steam roller weighing not less than twelve tons, said weight shall be entirely placed on one roller as far as possible and practicable, with a length not to exceed five feet. Said weight and kind of roller, either on grade, gravel or bricks shall be according to the directions of the Engineer, and his decision shall be final, said Engineer reserves the right to order as heavy as an eighteen ton roller on either the grade, stone or gravel foundation.

Grading. Under "grading" the Contractor shall remove all old curb and gutter, shall fill and grade the space between the pavement and the new curb, to the satisfaction of the Engineer, without any compensation for the same. All curb and gutter and other valuable material removed from the same shall be the property of the lot owner and shall be piled at some convenient place directed by the City Engineer.

Soft places. Soft and spongy places developed from rolling, will be dug out and compacted by tamping and rolling.

All places inaccessible to the roller shall be rammed with a seventy-five pound hand rammer.

All hauling upon the sub-grade while the same is wet and soft from rain or any other cause will be done at the Contractors risk.

Sub-grade. No foundation material will be placed upon the sub-grade while it is cut up by ruts and ridges, and all ruts and ridges which have been produced by hauling must be smoothed and rammed to the entire satisfaction of the engineer, before any material is dumped upon the same.

Temporary Drainage.

The Contractor at his own expense will be required to keep the street and foundation free from water which might injure or delay the construction.

Sub-Drains.

When the sub-grade has been prepared as above, a sub-drain shall be placed at places indicated by the Engineer, on each side of the roadway near the curb line, four inches in diameter, of hard burned vitrified drain tile, and to be laid eighteen inches (18) below the sub-grade, after which the trench must be filled with screened gravel or crushed stone to the level of the subgrade. Drain pipe shall only be used in the street in such places as the Engineer may direct, and the Engineer reserves the right to order it used or abandoned, as he may deem fit.

Curbing.

The curb stone must be of a quality of sand stone equal to the Berea or Fulton Stone and suitable in all respects to the Engineer, twenty inches deep and not less than six feet long except at enclosures, which shall not be made with a stone less than four feet long; to be tool or crandle dressed, true and smooth, at least three inches on the back and fourteen inches on the face, all rough portions below this joint to be smoothed sufficiently to admit of a close joint with the foundation.

Dressing. Top to be dressed to a straight line and to a 3/8 inch bevel and to a uniform thickness of four and five inches respectively. Ends to

Setting Stone

Protection curb.

Quarry

Size.

be neatly dressed so as not to exceed 1/8 inch, at a depth of at least twelve inches the full thickness of the stone.

Setting Stone. Stone to be set to a true line and grade of the street with the face to a flare of 1/2 inch to the vertical foot.

The same to be set on a firm bed of concrete three inches deep and eleven inches wide, prepared as shown in sections entitled "Concrete," settled in place by tamping on top with a rammer, and full braced to within six inches of the top of the stone, with three inches in thickness of concrete in the rear, and to within fourteen inches of the top in front, both bed, back and front to be thoroughly tamped with a heavy hand tamper to the full depth thereof.

All stone to be moistened before concrete is placed around same.

At street corners and private driveways, if ordered, the curb to be set on a curve of such radius as the engineer may direct, with true and even joints, to be of the same description as the curb before described and set in the same manner.

All stone to be measured after being dressed and set in place and not before.

No corner will be constructed of more than three circular stone and where possible two shall be used.

Protection curb. Where the new roadway adjoins a private driveway crossing the sidewalk, the curb will be dropped to within one and one-half inches of the finished pavement grade at that point and the curb cut on a curve, unless circular curb is used.

This curb stone to be paid for as provided for new curb stone and to be not less than sixteen inches deep. But at the street and alley intersections there shall be set a protection curb with its upper surface even with the pavement grade of suitable stone dressed to a uniform width of five inches on top, except as otherwise provided, with end joints cut at right angles, not to exceed 1/4 inch for the depth of at least three inches, to be not less than thirty inches long and sixteen inches deep.

Set on a concrete base and full braced as above directed.

All curbing shall be neatly surfaced and edges rounded after the street is finished.

Quarry. Bidders must state name and give location of quarry from which it is proposed to furnish stone.

All stone must be of a white or grey sand stone, free from checks, cracks, discolorations or iron markings.

Sand Cushion for Brick Pavement.

Upon the foundation shall be laid a foundation of coarse, screened bank sand, free from loam or earth, one inch in thickness when compacted. Upon this base a pavement of the best quality of vitrified brick shall be laid.

Vitrified Brick Pavement.

Size. The bricks shall not be less than eight or more than nine inches long, now less than two and three-fourths or more than three and one-fourth inches wide, now less than four or more than four and one-half inches deep, with rounded edges with a radius of 3/8 of an inch.

Repressed bricks.

Said bricks shall be of the kind known as repressed brick and shall be repressed to produce a mass free from internal flaws, cracks, or laminations. The bricks shall be free from lime or other impurities that will injuriously affect them when immersed in water, uniform in size and quality and thoroughly burned and annealed.
All bricks so distorted in burning or with such prominent kiln marks as to produce an unsafe pavement shall be rejected.
Each bidder must submit bricks which shall be subjected to such physical tests as may in the opinion of the Engineer be necessary to determine their quality and suitability for the work.
All bricks furnished by the successful bidder must be in conformity with and equal to in all respects the sample as presented by the manufacturer or bidder and kept in the office of the City Engineer.

Bricks to be rammed.

Inspection.

All bricks furnished by the successful bidder will be thoroughly tested by the Engineer before accepted and laid in the street, and no bid contemplating the use of rejected bricks shall be entertained.
Samples as above specified may be submitted by the manufacturer in which case the bidder proposing to use bricks of such manufacture will not be required to submit samples.

Quality.

The City Engineer reserves the right to reject any and all bricks which in his opinion do not conform to the above specifications or are unsatisfactory in any respects.

Inspection.

Any brick may have a proper shrinkage, but shall not have any material difference in size from the accepted sample of the same maker.
The bricks are to be carefully inspected after being brought to the ground and as required by the Engineer shall be carefully inspected before being laid in the street and all bricks not conforming to the specifications will be rejected and must be immediately removed from the work and the Contractor must furnish all the labor necessary to assist the inspectors in examining and culling the bricks, if required.

Manner of Laying.

The bricks are to be laid at right angles to the line of the street, except at intersecting streets, where they are to be laid at such angles and in such manner as the Engineer may direct.
Each alternate course is to be commenced with a half brick.
No half bricks are to be used except at the ends of the courses.
All longitudinal joints are to be broken with a lap of at least three inches. All bricks with raised lugs or a shoulder, shall be turned the same way each time so as to make equal space for filler.
The bricks are to be laid in straight lines by skilled workmen, who shall stand on the bricks already laid, and in no case shall the bed of sand in front of the brick pavement be disturbed or walked on after having been smoothed over and brought to an exact grade and crown.
All joints are to be sufficiently open to admit filler of proper consistency to enter freely.

Templates to be used.

A templete shall be used for striking the sand cushion to the exact shape of the crown of the street.

Expansion joints.

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This template shall be made in accordance with the plans and specifications of the Engineer, it shall be kept whole and in good condition, true to shape, and be drawn forward immediately before the bricks are laid.

Bricks to be rammed.

The bricks having been set for sixty feet, the first fifty feet shall be lightly rammed with rammers weighing not less than forty pounds. A plank of sufficient strength must be used under the rammers. As soon as a square has been laid as above, it shall be thoroughly rolled with a road roller weighing not less than seven tons; after being rolled, the surface of the roadbed must be true to grade and crown and show no continuous lines or unequal settlements produced by the roller.

Inspection.

After the bricks are rammed and rolled they shall be subjected to a careful examination and inspection and any inequalities in the surface shall be repaired, and broken or chipped bricks shall be removed from the work and replaced with perfect bricks, and the Contractor shall furnish such labor free of cost that the superintendent may require in the culling, sorting and inspecting of the bricks. Sand is not to be put on the surface until after grouting.

Expansion joints.

Expansion joints one inch in thickness shall be placed along the edge of the curb on each side of the street, and across the pavement from curb to curb where ordered by the Engineer. During construction said joints shall be kept open by the use of beveled strips of wood.

The said joints and if thought necessary by the Engineer, all the joints to a distance of two feet from the curb line of each side, shall be filled with asphaltic cement, mixed with such proportion of sand as may be directed, and poured into such joints while hot; price of which shall be included in the price bid for completed pavement.

The expansion joints across the street shall be placed as often as the Engineer may direct, and shall be separated in as many joints as said Engineer thinks best.

All expansion joint filler shall be Barrett Bros. No. 6 or its equal.

Grout test.

The grouting shall be Murphy Grout or if thought best by the Engineer, a mixture equal to the following in quality, mixed and composed as follows:- One part of fresh ground cement equal to American Portland Cement (which shall give at least 140 pounds per square inch and to conform to test for minimum hereinbefore specified), and one part of clean washed lake sand mixed with water to such consistency that it will permeate the joints.

Grout, how applied

After ramming, rolling and rectification, the pavement will be sprinkled with water, if so directed, and then grouting which shall be acceptable to the Engineer, shall be poured into the joints until it appears upon the surface.

This operation shall be followed up with a thicker grout in the same proportion of cement and sand or Murphy Grout, but with just enough water to enable it to run, which shall be brushed into the joints with a stiff broom until they are full.

The pavement is to remain in this condition until inspected and then covered with sufficient sand, after which the street is to be closed until ordered opened by the Engineer. The object of the sand covering is to prevent the grout from drying too fast, hence it must be sprinkled if so directed.

Before the final acceptance of the street at such later date as the City Engineer and Village Council shall determine, the Contractor is to thoroughly sweep the street and remove all surplus sand and grade all park and driveways back to curbs to a neat lawn grade.

Tar filling. The joints or space between all paving blocks or brick to be filled with coal tar, paving cement equal to Barrett Bros. No. 6. The composition shall be heated and used at a temperature of not less than 300 degrees Fahrenheit, to be determined by a gauge or indicator placed on the tanks used in the street; extra care and material shall be used at the gutters in filling all joints both in paving and curbing, and around catch basins and other receptacles effectually to prevent the leakage of water into the sub-roadways, all joints to be left completely filled to the top before dressing. The street to be covered immediately with two inches of sand while the filler is still hot, the same to be allowed to remain on the street until ordered removed by the Engineer.

Maintenance.

Brick Pavement During the period of the guarantee, whenever the surface of a pavement becomes uneven, holding water one-fourth of an inch in depth, in a distance of four feet or less, or when the pavement has settled over trenches filled up previous to the completion of the pavement, or when cracks or disintegration of material appear, then shall the pavement be taken up and replaced with new material and re-laid to the proper grade and crown.

To be re-laid. If in any continuous 300 feet (lineal) of the pavement, it is necessary to repair more than 1/3 of its area, or if cracks in the pavement exceed the proportion of three lineal feet of cracks to one of pavement, then shall all the pavement be taken upon the area included in the 300 feet and the curb lines and be relaid with new material. At the expiration of the guarantee, the joints shall again be filled with the same material as originally, if required by the Engineer.

The Contractor binds himself to repair the street during the period of the guarantee of said five years, whenever and wherever and in the manner indicated by the City Engineer within thirty (30) days after written notice to that effect is served on him, and in the event that the Contractor refuses or fails to comply with such orders from the City Engineer, then the City Engineer shall himself make such repairs and deduct the cost of the same from the ten per cent of the contract price.

Water. The Contractor shall furnish all water necessary for the construction of the work.

The street and accompanying improvements shall be completed in all respects and to the entire satisfaction of the street Committee and Engineer by October first - 1908.

Culvert Gutters.

The gutters shall be graded to the width of two feet for the entire length of the improvement, including all radii, and twelve inches below the finished surface of the gutter and so much as the Engineer shall deem necessary for the proper construction of the gutter. The grading must be neatly and smoothly done, and all large stones, boulders, roots, sods and rubbish of every description removed from the grade and entire work must be made to conform fully to the profile and grade of the work when finished.

Vegetable or other objectionable matter, wet, soft, spongy or loamy places in the sub-grade must be taken out and refilled with good material, and the grade solidified by ramming.

Upon the sub-grade thus prepared, and after inspection and acceptance of the same, a foundation of crushed stone or broken stone or cinders free from wood ashes or clean sharp gravel and sand in such proportions as, when well rammed, will form a solid and compact mass, shall be spread to a uniform depth of eight (8) inches when thoroughly rammed and tamped to a hard smooth surface.

It shall be sprinkled with water as required, enough remaining to render the surface moist for the concrete at the time the same is laid.

Concrete.

The forms made of full strength 2 x 4 inch pieces of wood, shall be placed true to line and grade and securely fastened so as to admit of no giving when the material is thoroughly rammed. The forms shall then be filled and rounded up with concrete which is composed and mixed as follows:-

One part of the best Portland Cement, two parts of clean sharp bank or crushed stone sand, thoroughly mixed dry and moistened by sprinkling and turning so as to complete the mixture, and to this four parts of crushed stone or clean gravel is to be added after being thoroughly moistened. After placing the concrete in the trench, the same shall be thoroughly rammed and settle until moisture appears on the surface, and when finished shall be parallel to and one inch lower than the completed sidewalk; then before the same shall have time to set, the remaining one inch shall be filled with concrete mixed One part of the best Portland Cement and one and one-half parts of clean sharp sand mixed as above directed, and placed in the trench and compacted and troweled smooth and even.

All cement to be neatly marked and cut through.

Guarantee.

The Contractor binds himself to repair any cement work during the period of three years whenever and wherever and in the manner indicated by the City Engineer, and the Council

hereby reserve the right to retain at least ten per cent of the contract price as a guarantee on said work.

Time of Work.

All work shall be done at a time when the same is not in danger of being damaged by the frost or freezing weather, and the time of work shall be absolutely under the direction of the Engineer.

Macadamizing.

The Specifications for grading and constructing Vitrified Brick Pavement and setting curbs shall be held to be part of the specifications under "Macadamizing" and any part of the foregoing specifications or any other labor or material necessary to complete said Macadam Street or Improvement by all grading and excavating, curbing, etc., connecting the work with all adjoining work, grading lawns, etc., shall be considered to be covered by the specifications. And the street shall be completed the same in all respects as the brick pavement with the exception of the placing of gutters along the curb and using Macadam in place of the brick surface and the foundation for said brick.

After the earth grade, curbs, gutters and drainage have been perfected according to the preceding specifications and accepted by the Engineer, the earth bed shall be evenly covered with three successive coats of coarse crushed lime stone not exceeding two and one-half inches in its greatest diameter and each coat of coarse crushed stone shall be followed by fine crushed stone, the same to be thoroughly wet and rolled and rammed to the entire satisfaction of the Engineer and superintendent before the following coat is spread, and when the entire macadam is finished and accepted the same shall be at least eight (8) inches in depth and shall be true and smooth.

In this section the intention has been to make the finished street as near impervious to water as possible and these specifications shall be construed to cover and necessary work or material to gain this result, and the Contractor shall be compelled to furnish such material, water, etc., and perform such labor as will give these results and the same is taken in consideration by the said Contractor in his bid on said material and work.

Guarantee,

The Contractor hereby binds himself to repair the street during the period of two (2) years whenever and wherever and in the manner indicated by the Council within thirty days after a written notice to that effect is served on him, and in the event that the Contractor refuses or neglects to comply with such order from the Council, then the Council may make such repairs and deduct the cost of the same from the ten per cent of the contract price.

It is hereby understood that the Contractor is not required to make repairs free on places in the street where the same has been cut or excavated for any improvements or repairs of any pipes or drains but these repairs shall be paid for by the Council at the price of the original bid.

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Summons.

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Entry.

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Summons.

On May 6th, 1908 the following Summons was issued:-

The State of Ohio, ex rel,
M. F. Leonard, Plaintiff.
Vs.
The Village of Richwood, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio.
May 6th, 1908.

To the Sheriff of Union County:

You are hereby commanded to notify The Village of Richwood, and J. L. Horn, D. E. Ogan, L. G. Peet, Edward McCombs, T. F. Wurtzbaugh, and L. L. Roebuck as councilmen of said Village, C. S. Norris, as Mayor of said Village and R. L. Jordan as Clerk of said Village that they have been sued by The State of Ohio, ex rel M. F. Leonard in the Court of Common Pleas of Union County and must answer by the 6th. day of June, A. D. 1908, 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 May, A. D. 1908.

Witness my hand and the seal of said Court, this 6 day of May, A. D. 1908.

(Seal) Chas. Parrott, clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ May 6" A. D. 1908 at 11 o'clock A. M., and on the 7" day of May, 1908, I served the within named corporation, The Village of Richwood, by personally handing a true and certified copy thereof with all the endorsements thereon to J. L. Horn, D. E. Ogan, L. G. Peet, Edward McCombs, T. F. Wurtzbaugh and L. L. Roebuck, as councilmen of said Village, C. S. Norris as Mayor of said Village and R. L. Jordan as clerk of said Village.

N. C. Bolenbaugh, Sheriff.

8762.
Entry.

On May 6th., 1908, the following Entry was filed:-

The State of Ohio, ex rel
M. F. Leonard, Plaintiff.
Vs.
The Village of Richwood and J. L. Horn, D. E. Ogan, L. G. Peet, Edward McCombs, T. F. Wurtzbaugh and L. L. Roebuck, as councilmen of said village, C. S. Norris, as mayor of said village, and Ray L. Jordan as clerk of said village, defendants.

Court of Common Pleas,
Union County, Ohio,
May 6th, 1908.

Now came the relator, and made application for the allowance of a writ of mandamus herein; and, on consideration thereof, the court allow an alternative writ to issue against all of said defendants, returnable to this court on the 16 day of May, 1908, at 9 o'clock, A. M.

And it is ordered that the said The Village of Richwood and J. L. Horn, D. E. Ogan, L. G. Peet, Edward McCombs, T. F. Wurtzbaugh and L. L. Roebuck, as councilmen of said village, and C. S. Norris as mayor of said village, and Ray L. Jordan as clerk of said village, do immediate-

by upon the service of this writ accept the bond filed by the said M. F. Leonard and The Bankers Surety Co. on the 4th. day of May, 1908, with said defendants and sign and execute the contract filed by said M. F. Leonard with them on the 4th. day of May, 1908, both pertaining to the improvement of Franklin Street in said village as described in plaintiffs petition or prepare and execute another contract in said M. F. Leonard in pursuance to the ordinances, resolutions, plans and specifications and bids, of said M. F. Leonard pertaining to said improvement; or that at the time and place of the return of this writ they show cause why they have not done so.

8762
Writ of Mandamus.

On May 6th, 1908, the following Writ of Mandamus was issued:-

The State of Ohio, ex rel
M. F. Leonard, Plaintiff.
Vs.
The Village of Richwood, et al. Defendants.

Court of Common Pleas,
Union County, Ohio.
May 6th, 1908.

To The Village of Richwood, and J. L. Horn, D. E. Ogan, L. L. Peet, Edward McCombs, G. F. Wurtzbaugh and L. L. Roebuck, as councilmen of said village, C. S. Norris as mayor of said village and Ray L. Jordan as clerk of said village:

Whereas, on the 6th. day of May, A. D. 1908, a petition for a writ of mandamus, duly verified, was filed in the office of the clerk of said Court, of which petition and verification the following is a true copy: (See Page 234).

And Whereas, upon the application of said petition to said Court, on the 6th. day of May, 1908, an alternative writ of Mandamus was allowed, and an order was granted against said defendant, and duly entered upon the Journal of said Court, of which the following is a true copy:

In Madamus.
Allowance of
Alternative Writ.

The State of Ohio, on the
relation of M. F. Leonard, Plaintiff.
Vs.
The Village of Richwood and J. L. Horn,
D. E. Ogan, L. L. Peet, Edward McCombs,
G. F. Wurtzbaugh and L. L. Roebuck, as
Councilmen of said Village and C. S.
Norris as Mayor of said Village, and
Ray L. Jordan, as Clerk of said Village, Defendants.

Now came the relator and made application for the allowance of a writ of mandamus herein; and, on consideration thereof, the Court allow an alternative writ to issue against all of said defendants, returnable to this Court on the 16th day of May, 1908, at 9 o'clock A. M.

And it is ordered that the said The Village of Richwood, and J. L. Horn, D. E. Ogan, L. L. Peet, Edward McCombs, G. F. Wurtzbaugh and L. L. Roebuck, as Councilmen of said Village and C. S. Norris as Mayor of said Village, and Ray L. Jordan, as Clerk of said Village, do immediately upon the service of this writ accept the bond filed by said M. F. Leonard and The Bankers Surety Co. on the 4th. day of May, 1908, with said defendant and sign and execute the contract filed by said M. F. Leonard with them on the 4th. day of May, 1908 both pertaining to the improvement of Franklin Street in said Village as described in Plaintiffs petition, or prepare and execute another contract to said M. F. Leonard in pursuance to the ordinances, resolutions, plans and specifications and bids of said M. F. Leonard, pertaining to said

improvements; or that at the time and place of the return of this writ they show cause why they have not done so.

O. K. Brodrick, Judge.

Now, therefore, in order that full and speedy justice should be done in the premises, we do command you that immediately upon the receipt of this writ, you and each of you comply with the order of our said Court, as hereinbefore stated, or that you appear before the Judge of our Common Pleas Court, at the Court House in said County of Union on the 16 day of May, 1908, at 9 o'clock A. M. of said day, to show cause why you have not done so, and have you then and there this writ with your return thereon of having done as you are hereby commanded.

Witness my hand and the seal of said Court, this 6 th. day of May, 1908.

(Seal) Chas. Parrott, Clerk.

Sheriffs Return.

The State of Ohio, Union County, ss.

Received this writ May 6th 1908, and on May 7th 1908, I served the within named corporation, The Village of Richwood, by personally handing a true and certified copy of this writ with all the endorsements thereon to J. L. Horn, D. E. Ogan, L. G. Peet, Ed. McCombe, G. F. Wurtzbaugh, and L. L. Roebuck, as Councilmen of said Village, C. S. Norris, as Mayor of said Village, and Ray L. Jordan as clerk of said Village.

D. C. Wurtzbaugh, Sheriff.

8762 Answer.

On May 16 th. 1908, the following Answer of Respondents was filed:-

Court of Common Pleas.
Union County, Ohio.
May 16 th, 1908.

The State of Ohio, ex rel
M. F. Leonard, Plaintiff.
vs.
The Village of Richwood and
J. L. Horn, D. E. Ogan, L. G. Peet,
Edward McCombe, G. F. Wurtzbaugh,
and L. L. Roebuck, as Councilmen of said
Village, C. S. Norris as Mayor of said
Village, and R. L. Jordan, as clerk
of said Village, Defendants.

Now come the respondents, The Village of Richwood, and J. L. Horn, D. E. Ogan, L. G. Peet, Edward McCombe, G. F. Wurtzbaugh and L. L. Roebuck, as councilmen of said village, C. S. Norris, as Mayor of said village, and Ray L. Jordan as Clerk of said Village, and for answer to plaintiffs petition, and to show cause why they have hitherto failed and refused to enter into a contract with relator, and accept his bond, as set forth in the petition and commanded in the alternative writ, say:

As a first Defense: that they admit that the respondent, the said village of Richwood, is a municipal Village Corporation that they are the duly elected and acting councilmen of said village, and the duly and acting Mayor and clerk of said village; that the three separate resolutions declaring it necessary to improve Franklin Street in said village, in three separate sections, by paving were duly and regularly adopted by said council as alleged in said petition; that the three separate ordinances determining to proceed with said improvements were duly and regu-

larly passed as set forth in the petition; that the plans, specifications, profiles and estimates for said improvements were compiled by Engineer J.C. Kennedy, and that the same were by said council adopted and filed in the office of said clerk for public inspection.

That said ordinances were duly published and that bids for sealed proposals or bids for said improvements were duly invited by advertisement and that bids were opened on the 4th. day of April, 1908, as in said petition alleged; that by said advertisements for bids for said improvements, printed proposal blanks or forms were required to be used by bidders, and that the relator did propose and did file three separate bids and said bids did contain the words and figures set forth in the petition; that relator did deposit with the treasurer of said village the sum of five hundred ($500.) dollars in three equal certified checks.

Respondents further admit that the three separate ordinances authorizing the sale of bonds in the aggregate amount of $52,000 to pay the cost of said improvements were duly passed and that bids for said bonds were invited by advertisement and that the bids therefor were opened at noon on the 18th. day of April, 1908.

Respondents further admit that the resolution set forth in relator's petition declaring relator the lowest and best bidder for said improvements and directing that a contract be entered into in accordance therewith was duly passed on April 20th, 1908. as alleged.

Respondents further admit that relator did in open council on the 5th. day of May, 1908, deliver to the mayor and clerk of said village in open session the certain contract and did present therewith the certain bond in the sum of $10,000. as set forth in the petition.

It is specifically denied by respondents that all or any of said bonds, bids for which were opened on the 18th day of April, 1908, were on that day or at any time thereafter sold and the proceeds deposited in the Treasury of said Village to the credit of the Franklin Street Improvement Funds and deny that same have ever been executed and delivered or any proceeds derived therefrom.

Respondents further say that they deny each and every other allegation in said petition contained not herein specifically admitted or denied.

For a second defense: Respondents now coming to show cause why the said bond filed by said relator should not be accepted and why they should not sign and execute said contract with said relator, say: that at the time of the adoption of said resolution (awarding contract to Leonard) no bonds for said improvements had been sold or were in process of delivery.

Third Defense: Respondents further say that after the said resolution declaring relator to be the lowest and best bidder and directing that a contract be entered into in accordance therewith, to-wit: On the 20th day of April, 1908, it became known to them that relator was not an experienced or competent or good contractor and that work heretofore done by him at Huntington, West Virginia, in the summer of 1906 was defective and badly constructed and that said relator could not and did not finish said work without the aid and assistance

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of workmen, foremen and inspectors other than those in the employ of and under the direction of relator; that said respondents did immediately upon such knowledge coming to them designate and appoint Engineer J.C. Kennedy, Solicitor Al. C. Eggert, and Councilman D.E. Ogan, as a committee and directed that they forthwith go to Huntington, W.Va. and personally inspect said work done by said relator at that place, and should further investigate the competency of relator as a Contractor and to report their observations and results of their investigation to said Council.

That on the 21" day of April, 1908, said committee did go to Huntington, W.Va. and did inspect said work heretofore done by relator and did investigate as to his competency as a Contractor.

That on the 24" day of April, 1908, pursuant to demand in writing by L.L. Pratt, J.L. Howe, D.E. Ogan, Ed. McCombs, members of Council of the Village of Richwood, Ohio, the said Council met in a special called session with the Mayor C.S. Norris in the chair and on call of roll the following members were present, J.L. Howe, D.E. Ogan, L.L. Pratt, Edward McCombs, T.F. Wurtzbaugh, L.L. Roebuck and Solicitor Al. C. Eggert.

That said demand in writing for said special called meeting is as follows:- Richwood, Ohio, April 24" 1908. To Mr. C.S. Norris, Mayor of the Village of Richwood, Ohio. We, the undersigned, members of the Council of the said Village of Richwood hereby respectfully ask and demand that you forthwith cause to be called a special meeting of said Council of said Village of Richwood by written notice to each member to be held in the Council chamber, at 7:30 o'clock P.M. Friday, April 24", 1908.

The object of said meeting being to further consider the matter of street paving, particularly to vote on a proposition to reconsider the resolution passed at the last regular meeting declaring T.M. Leonard to be the lowest and best bidder, and directing that a contract be entered into accordingly, and in the event of such reconsideration of such resolution, then to further consider the matter of making the award for such improvements to some other bidder by proper resolution. (Signed) L.L. Pratt, J.L. Howe, D.E. Ogan, Ed. McCombs, Members of Council. Copy of which notice in writing was by the Mayor served personally on all members of the Council, as follows:- Richwood, Ohio, April 24" 1908. To the members of the Council of the Village of Richwood, Ohio, pursuant to a demand by L.L. Pratt, J.L. Howe, D.E. Ogan and Ed. McCombs, members of said Council of said Village, I hereby call a special meeting of said Council to be held in the Council Chamber at 7:30 o'clock, P.M. Friday, April 24" 1908, and request that you be present without fail. The object of said meeting being to further consider the matter of street paving, particularly to vote on a proposition to reconsider the resolution passed at the last regular meeting declaring M.T. Leonard to be the lowest and best bidder and directing that a contract be entered into accordingly, and in the event of such reconsideration of such resolution, then to further consider the matter of making the award for such improvements to some other bidder by proper resolution. C. S. Norris, Mayor. That there is endorsed on the back of said notice the following: I hereby certify that I served the within notice on J.L. Howe, T.F. Wurtzbaugh, L.L. Roebuck, D.E. Ogan, Ed. McCombs,

and L. H. Port by delivering to each personally a true copy of the within notice. C.S. Norris, Mayor.

That at this meeting of date of April 24th 1908, held in pursuance of the above call and notice all members being present councilman D. E. Ogan made a report of the findings of said committee which report is as follows, and as the same appears in the record of the proceedings of said special called meeting, viz. D. E. Ogan reported that he and Engineer J.C. Kennedy and Solicitor Al. C. Eggert as requested by members of the council, visited Huntington, W.Va. on Tuesday, April 21st 1908, and inspected a section of street paving constructed by M. F. Leonard in the summer of 1906, and stated that said improvement was badly and poorly constructed and was not by any means first class work and that the same as viewed by said committee was now defective and further reported that said committee learned that said improvement in Huntington was the only job of street construction work that the said Leonard has ever done as far as could be learned by said committee and that he was not considered an experienced contractor it was further reported that the said Leonard had recently been a bidder on a section of Street Improvement in Huntington, and that he was low bidder by about $1300, but because of his defective work in Huntington, his bid was by the council of that city rejected, and was awarded to the next lowest bidder, viz. Ogan acting and speaking as said committee recommended, that the action of the preceding meeting awarding the improvements to the said M. F. Leonard befor the reasons stated reconsidered, rescinded and held for naught. On motion of D. E. Ogan, seconded by Edward McCombs, duly carried by the affirmative vote of all the members of the council, the report was accepted and ordered recorded, J. L. Horn, yes, D.E. Ogan, yes, L. H. Port, yes, Edward McCombs, yes, G. F. Wintsbaugh, yes, L. L. Roebuck, yes.

That thereafter on the same day and at the same meeting as shown by the records thereof, the following resolution was by the Solicitor introduced and read. Resolution, Be it resolved by the Council of the Village of Richwood, State of Ohio, three-fourths of all the members elected thereto concurring, that Whereas, on the fourth day of April, 1908, bids were received and opened for the improvement of Franklin Street from the North line of the Erie R.R. right of way to the south line of Lot 333 in three separate sections, and whereas, at a meeting of said Council on the 20th day of April, 1908, after due consideration of all bids by resolution duly passed M. F. Leonard of Gallipolis, Ohio, was declared to be the lowest and best bidder for street improvements between the north line of the Erie R.R. Company's right of way and the south line of lot 333 and directed that a contract be entered into accordingly.

And whereas, since the passage of said resolution upon written legal advice that the bid of the said M. F. Leonard was irregular and illegal and upon the report of the committee consisting of Engineer J.C. Kennedy, Councilman D. E. Ogan and Solicitor Al. C. Eggert, who inspected work done by the said Leonard at Huntington, W. Va. and Whereas, said committee reported that said work was not by any means first class

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and that he was not an experienced contractor, that because of such report and because of such legal advice this council deem it best to rescind its action in awarding the work to the said Lunard and in declaring him to be the lowest and best bidder.

Now, therefore, it is resolved by this Council that said resolution awarding said work be and the same is hereby reconsidered and rescinded and held for naught, passed this 24th day of April, 1908. C. S. Norris, Mayor, Ray L. Jordan, Clerk.

On motion of J. L. Horn, seconded by L. L. Roebuck, said resolution was duly adopted by the following vote, J. L. Horn, yes, D. E. Ogan, yes, L. H. Pratt, yes, Edward McDonough, yes, L. L. Roebuck, yes, F. Wurtzbaugh, no. Ayes five, nays one. Resolution is declared adopted.

For a third defense: Respondents further say that the bids of the relator are not the lowest and best bids for said street improvements although his bids are numerically the lowest, that he is not the lowest and best bidder.

That the respondents as such councilmen say that the council upon investigation and in its discretion did find and determine that the said relator is not the lowest and best bidder for the construction of said improvement. That said relator is not a good, experienced, skilled or competent contractor and that were he awarded the contract for said street improvements he would not and could not cause said work to be constructed in a good, sufficient, workmanlike or skilled manner, and that he could not and would not cause the same to be done in the time required and that it would be unwise, unsafe and dangerous to award said contract to him and would not be for the best interests of said Village or for the best interests of the abounding and abutting property owners so to do.

For a Fifth Defense:

Respondents further say, that by the printed and published advertisement for bids for said street improvements all bidders were required to use printed forms or proposal blanks furnished by said Clerk; that such printed forms required all bidders to bid separately on materials and labor; that relator did not in his bids separate the amounts or prices for material and labor and that from the face of said bids said council could not and cannot determine the amounts bid by relator for material and the amounts for labor; that by the terms of said notice and advertisement all bidders were required to bid on all materials and all forms of construction specified in said blank proposals; that a form of construction called for and required to be bid on was "for completed brick pavement per square yard, including all excavations necessary for same with four inch crushed stone foundation"; that relator did not bid on said work with four inch crushed stone foundation, but that he left same unfilled and blank and inserted no words or figures whatsoever; that the said bids of relator are irregular and ambiguous and do not conform to said printed notice.

That on the 2" day of May, 1908, said Council met in a special called meeting duly and regularly called according to law in the same manner as hereinbefore set forth the following members were present, J.L. Howe, W. E. Ogan, L. G. Pratt, Ed. McCombs, L. L. Roebuck, absent T. F. Wurtzbaugh. The following resolution was at this meeting introduced by the solicitor and read. Resolution. Be it resolved by the Council of the Village of Richwood, Ohio. That whereas bids for the improvement of Franklin street from the Erie Railroad to Lot No. 333 in three separate sections have been heretofore opened and considered, and whereas, E.A. Freshwater & Sons of Chester, W.Va., have been duly declared to be the lowest and best responsible bidders and the contract for said improvement has been awarded to the said firm and such contract has been duly executed and entered into and the necessary bonds duly presented and accepted.

Now, therefore, it is resolved by this council that all other bids received and opened and considered for said street improvements be and the same are hereby rejected and the clerk is hereby directed and instructed to return to such bidders their certified checks presented with such bids. Adopted this 2" day of May, 1908.

This resolution was duly and legally adopted by the following vote: J.L. Howe, yes, W. E. Ogan, yes, L. G. Pratt, yes, Edward McCombs, yes, L. L. Roebuck, yes, ayes five, nays none, resolution declared adopted.

Respondents further say, that on the 30 day of April, 1908, said Council by resolution duly and legally passed declared E.A. Freshwater & Sons to be the lowest and best responsible bidders for said improvements and directed that a contract be entered into with the said firm of E.A. Freshwater & Sons in accordance therewith; that thereafter, to-wit on the 30 day of April, 1908 such a contract was duly entered into with said firm and duly signed and executed by the Mayor and Clerk of said Village and that a good and sufficient bond has been executed and presented and the same has been duly approved and accepted by said Council.

That the respondents made a due and careful investigation regarding the said E.A. Freshwater & Sons and examined work done and street improvements made by the said E.A. Freshwater & Sons and find that said E.A. Freshwater & Sons are good, competent and skillful contractors and well qualified and equipped for the construction and completion of such street improvements.

For a Sixth Defense: That the said firm of E.A. Freshwater & Sons, Contractors, are now operating under said contract and are now engaged in making said street improvements in accordance with said resolution, ordinances, plans, profiles, specifications and contract under the direction and said provision of the Engineer J.C. Kennedy and have many thousand dollars worth of brick and other materials for said street improvements and have already made excavations in said street as required by said specifications, the said street along the line of said improvements from the north line of the Erie R.R. Company's right of way to Lot No. 333 is already excavated and the dirt removed therefrom to the depths of about 2-1/2 feet and a great part of said contract

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The respondents say that the relator was never notified that the council had awarded the contract to him but that on the contrary he was duly and legally notified that his bid was rejected and his certified check returned to him on the 26" day of April, 1908, prior to and before he offered to execute a contract for said street improvements.

That said relator has no material for the completion of said contract and no equipment tools or outfit upon or along the line of said improvement and has not done or attempted to do any work or labor or any other thing with reference to said improvement.

That owing to the advanced state of the work upon said street improvements it would now be impossible to allow the relator to attempt to do said work, the construction of said street improvements and that to attempt to do the same would work a great and irreparable damage to the Village of Richwood and impose a hardship and additional burden upon the abutting lot owners as well as involving the village in serious complications with the said E. A. Freshwater & Sons for the material furnished and labor performed upon said street improvement.

Wherefore these respondents, defendants pray the judgment of the court as to whether they are under any obligations to accept the bond and enter into a contract with the relator as desires and requests that the Court make such order in the premises as shall be required by right and justice, and that the respondents be discharged without costs.

The Village of Richwood, and J. L. Horn, D. E. Ogan, L. G. Pratt, Edward McCombs, T. F. Wurtebaugh and L. L. Roebuck, as councilmen of the Village, C. S. Norris, as Mayor of said Village and Ray L. Jordan as Clerk of said Village, Defendants, by Al. C. Eggert, Solicitor, H. U. Spicer, E. W. Hughes and J. H. Kirkade, Attorneys.

The Village of Richwood,
J. L. Horn,
D. E. Ogan
L. G. Pratt,
Edward McCombs
L. L. Roebuck,
T. F. Wurtebaugh.
C. S. Norris
Ray L. Jordan

By Al. C. Eggert, Solicitor, H. U. Spicer, E. W. Hughes and John H. Kirkade,
Counsel.

State of Ohio, Union County, S.S.

Personally appeared Ray L. Jordan and makes oath that he is the Village Clerk of the Village of Richwood, Ohio, that he is one of the respondents and defendant in the above entitled cause, and that as such Clerk he has charge of the records of said Village and that the facts stated in the foregoing pleading are within his personal knowledge and that the allegations and facts therein set forth are true.

Ray L. Jordan.

Sworn to before me by the said Ray L. Jordan and by him signed in my presence the 15th day of May, 1908.

John H Kilcade
(Seal) Notary Public.

8762 Demurrer.

On May 20th, 1908, the following Demurrer was filed:-

Court of Common Pleas,
Union County, Ohio.
May 20th, 1908.

The State of Ohio, ex rel
M. T. Leonard, Plaintiff.
Vs.
The Village of Richwood and J. L. Horn,
W. E. Ogan, L. G. Pret. Edward McCombs,
T. T. Winterbaugh and L. L. Roebuck, as
councilmen of said village, and C. S.
Norris as mayor of said village and
Ray L. Jordan, as clerk of said village
Defendants.

1. The Plaintiff demurs to the answer of the defendants herein on the ground that said answer does not state any defense in law to plaintiff's cause of action.

2. The Plaintiff demurs to the first defense of the defendants in said answer for the reason that said defense does not state any defense in law.

3. The Plaintiff demurs to the second defense of the defendants in said answer for the reason that said defense does not state any defense in law.

4. The plaintiff demurs to the third defense of the defendants in said answer for the reason that the same does not state any defense in law.

5. The plaintiff demurs to the fourth defense of the defendants in said answer for the reason that the same does not state any defense in law.

6. The plaintiff demurs to the fifth defense of the defendants in said answer for the reason that the same does not state any defense in law.

Hoopes & Robinson
Attorneys for plaintiff.

8762 Entry.

On June 6th, 1908, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio.
June 6th, 1908.

The State of Ohio, ex rel,
M. T. Leonard, Plaintiff.
Vs.
The Village of Richwood, et. al, Defendants.

This case being heard on the general demurrer, filed by the relator, the same being taken by the counsel in argument and by the court on consideration as a general demurrer to the petition on the grounds that a general demurrer searched the records, the court sustains the same as a demurrer to the petition and dismisses the relator's petition, as mandamus would not lie to compel the award of the contract where the council had the exercise of discretion, as long as the contract itself was not executed. That the relator had no vested rights and that it was within the province of the council

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to rescind the resolution awarding the contract to the relator. It is therefore ordered and decreed by the court that the petition be dismissed and that the relator shall pay the costs herein expended, taxed at $. That the respondents go hence without day.

To all of which rulings, decrees and orders of the court the relator then and there excepted and gave notice of appeal from the finding and judgment of the court, and the bond of appeal was thereupon fixed at $ 300.00.

209. C. C. 87.62 C. P. Mandate

The 24th. day of October, 1908, the following Mandate was filed:-

Court of Common Pleas,
Union County, Ohio.
October 24th, 1908.

The State of Ohio, ex rel
M. F. Lovard, Plaintiff.
Vs.
The Village of Richwood, et al. Defendants.

State of Ohio, Union County, ss.
Circuit Court, Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before Hon. Caleb F. Norris, Hon. Silas E. Hurin, Presiding Judges, at Marysville, on the 29th. day of September, A.D. 1908, among other proceedings then and there had by and before said Court, do appears by its Journal, were the following, viz:-

No. 209.

The State of Ohio, ex rel
M. F. Lovard,
Vs.
The Village of Richwood, et. al.

This cause came on for hearing upon the petition in error, the transcript, the original papers and pleadings from the Court of Common Pleas, Union County, Ohio, and was argued by Counsel; on consideration whereof the court find that there is no error apparent on the record in said proceedings and judgment.

It is therefore considered by the Court that the judgment aforesaid be, and the same hereby is, affirmed; and that the defendant in error recover from the plaintiff in error his costs herein expended taxed at $.

It is further ordered that a special mandate be sent to the common pleas court of Union County, Ohio, for execution on this judgment.

To all of which findings and judgment plaintiff in error expept at the time.

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, etc.

I, Charles Parrott, 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 24th. day of October, A. D. 1908.

(Seal) Chas. Parrott, Clerk Circuit Court.

State of Ohio, } Circuit Court of Ohio.
County of Union. } 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 The State of Ohio, ex rel, M. L. Leonard, vs. The Village of Richwood, et. als. into execution.

Witness Charles Parrott, clerk of our said Circuit Court, at Marysville, Ohio, this 24th, day of October, A. D. 1908.

Charles Parrott, clerk.

Attest: Charles Parrott, Clerk,
By Hester McBroom, Deputy.

8755
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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 22nd day of April, 1908, the following Petition was filed with the Clerk of said Court, towit:

Court of Common Pleas,
Union County, Ohio.
April 22nd, 1908.

8755
Petition.

The Perpetual Savings and Building Association of Urbana, Ohio, Plaintiff,

vs.

Perry H. Thomas, Margaret G. Thomas, The J. G. Barlow Company and The Wolfe Brothers Company, Defendants.

Plaintiff says: that it is a Building and Loan Association, duly incorporated under the laws of Ohio, and that the said Perry H. Thomas and Margaret G. Thomas are members and depositors therein:-

First Cause of action:- that on or about the 8th. day of October, A. D. 1906, the said Perry H. Thomas and Margaret G. Thomas executed and delivered to said Association their promissory note and contract of that date - of which the following is a true copy, with all credits and endorsements thereon, towit:-

$1600.00. Urbana, Ohio, October 8th, 1906.

Received as a loan from The Perpetual Savings and Building Association, of Urbana, Ohio, of which Association I am a member, Sixteen Hundred Dollars, which together with the interest and such taxes, assessments, and insurance as are in default, I promise and agree to repay at the Office of said Association in Urbana, Ohio, in installment payments of not less than sixteen Dollars per month, on or before the fifteenth day of each calendar month, during its continuance. Said payments by this agreement shall be entered on Loan Book No. 3. and the aggregate of the same applied on the last day of June and December during the continuance of the loan as follows:

First. To the payment of the interest on said loan for the six months, or fraction thereof, at the rate of six per centum per annum.

Second. To the payment, at the option of said Association of such taxes, assessments, or insurance as may be in default on property pledged to secure this obligation.

Third. The balance of said amount to the payment to that extent and as a credit of that date, on the principal of this note.

All unpaid installments shall bear interest at the rate of seven per centum per annum from the time same are due until paid.

After two monthly installments become due and are unpaid, then the whole amount of principal and interest shall become due and payable at the option of the Association, and the mortgage or other security enforced for the payment thereof.

Margaret G. Thomas.
Perry H. Thomas.

No. 300.

Said note bears the following endorsements, towit:
"1906, Dec. 31 - Rec'd on within note - $26.13".

1907, June 30- Recd on within note -$32.80."
"1907. Dec. 31, Recd. on within note-$49.77"

On the 11th day of January, A.D.1908, said Perry N. Thomas paid to said Association the sum of $16.00 (sixteen dollars) on said loan account. There are no other credits, endorsements or payments thereon and there is due and owing to said Association from the said Perry N. Thomas and Margaret G. Thomas on the principal of said note and contract the sum of fourteen hundred and seventy eight dollars and twenty eight cents (1478.28) with interest thereon from the 11th. day of January, A.D.1908.

Second Cause of Action:- The said Perry N. Thomas and Margaret G. Thomas suffered the taxes which were a lien on the real estate hereinafter described, to become delinquent for non payment. The said plaintiff paid the same on the 22d. day of April, A.D.1908, and there is due and owing to it from the said Perry N. Thomas and Margaret G. Thomas on account thereof, the sum of $53.21, with interest thereon from said day of April, 1908.

Third cause of action:- At the time of delivering said note and to secure the payment thereof and of the sums coming due thereunder and of said taxes and assessments, the said Perry N. Thomas and Margaret G. Thomas- who is the wife of said Perry N. Thomas- executed and delivered to the said plaintiff, its successors and assigns, their certain mortgage deed with release of dower, for the following described Real Estate, situate in the county of Union, in the State of Ohio and in the Village of Marysville and described as follows, to-wit:

Beginning at a stake in the south margin of Fourth Street in said Village, at a point from which a line run parallel with Main Street will divide equally the space between the two houses on said Fourth Street, known as the C.S. Chapman house (now owned by Mary A. Bell)- and the O. M. Scott house lately owned by B. F. Carmean and deeded by him Sept. 28th. 1906 to said Margaret G. Thomas:- thence west with the south margin of Fourth Street sixty one and one half (61 + 1/2) feet to Cottage street; thence with the East margin of Cottage street, south ten poles to the North west corner of F. F. Arthur's lot; thence East with his line sixty one and one half feet, more or less, to a stake:- thence North on a line parallel with the east margin of Cottage street, with said Mary A. Bell's lot, to Fourth street and place of beginning, being a lot of sixty one and one half feet front on the south side of West Fourth street at the South East corner of said West Fourth street and Cottage street, and extending south same width ten poles, and being same premises conveyed by B. F. Carmean to said Margaret G. Thomas by deed recorded in Book 92, Page 461 of the Deed Records of said Union County.

Said mortgage contained a condition therein written that if said mortgagors should pay or cause to be paid to said Association said promissory note and loan and interest in the manner and at the times therein provided- as set out in the first cause of action herein and should pay as they fall due, all taxes and assessments that are or might become a lien or be levied on said real estate during the continuance of said loan- then said mortgage to be void, otherwise to become absolute and liable to foreclosure.

Said Association, on the 9th. day of October, A.D.1906, at 9-30

8755. Precipe.

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o'clock, A.M. delivered said mortgage to the recorder of said Union county, Ohio, and the same was by him forthwith duly recorded in Book 53, pages 410-411 and 412 of the Mortgage Records of said county, and the said claims of the plaintiff above set out thereby became and still are the first and paramount lien on said real estate.

The defendants, The J. G. Barlow Company and The Wolfe Brothers Company - which are respectively corporations duly organized under the laws of the State of Ohio - have or claim some lien or interest in said premises, but plaintiff avers that the same are subordinate to its said mortgage and the lien thereof and asks that they be compelled to set the same up or be forever barred from asserting the same.

Plaintiff therefore asks judgment against the said defendants, Perry N. Thomas and Margaret G. Thomas, in the sum of $1631.49 - fifteen hundred and thirty one dollars and forty nine cents) - with interest from January 11th, A.D. 1908 on $1478.28 thereof, and with interest on $53.21 thereof from April 22nd, 1908 - that said premises may be sold and the proceeds applied to the payment of said judgment - and for such other relief as equity may require.

Pw G.W. McCracken

F. J. Ballinger, Altffo. Attys.

The State of Ohio, Champaign County, ss.

David McCarthy, being duly sworn, says he is the Vice President of the Perpetual Savings and Building Association of Urbana, Ohio, duly authorized herein, and that the facts stated in the foregoing pleading are as he verily believes, true.

David McCarthy.

Sworn to befor me and signed in my presence this 22nd. day of April, A.D. 1908.

(Seal)

Geo. W. McCracken,
Notary Public in & for
Champaign County, Ohio.

$1.55. Precipe.

On April 22nd, 1908, the following Precipe was filed:-

The Perpetual Savings and Building Association of Urbana, Ohio. Plaintiff.
Vs.
Perry N. Thomas and Margaret G. Thomas, et. al. Defendants.
To the Clerk of said Court:

Court of Common Pleas,
Union County, Ohio.
April 22nd, 1908.

Issue summons in the above entitled case, to the sheriff of Champaign County, Ohio, for Perry N. Thomas and Margaret G. Thomas. Endorse summons "Judgment asked for $1631.49 with 6 per cent interest on $1478.28 from Jany. 11-08 and on $53.21 from April 22d. 1908. Foreclosure of mortgage and equitable relief prayed for." directed to Sheriff of Champaign County, Ohio returnable according to law.

Geo. W. MacCracken,
Plaintiffs Attorney.

8755 Summons.

On April 22nd. 1908 the following Summons was issued:-

The Perpetual Savings and Building Association of Urbana, Ohio, Plaintiff.
vs.
Perry N. Thomas and Margaret G. Thomas, et. al. Defendants.

Court of Common Pleas
Union County, Ohio.
April 22nd, 1908.

To the Sheriff of Champaign County.

You are hereby commanded to notify Perry N. Thomas and Margaret G. Thomas that they have been sued by The Perpetual Savings and Building Association of Urbana, Ohio, in the Court of Common Pleas of Union County, and must answer by the 23 day of May, A. D. 1908, 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 4th. day of may, A.D. 1908.

Witness my hand and the seal of said Court, this 22 day of April, A. D. 1908 at 9 o'clock A. M.

(Seal) Charles Parrott, Clerk

Sheriff's Return.

The State of Ohio, Champaign County, ss.

Received this writ April 23" A.D. 1908 at 8 o'clock P. M., and served same by handing the within named Perry N. Thomas and Margaret G. Thomas a true and certified copy thereof with the endorsement thereon.

Coe S. Ireland, Sheriff of Champaign Co.
By Floyd S. Powell, Deputy.

8755 Answer and Cross-Petition of The Wolfe Brothers Shoe Co.

On May 13, 1908, the following Answer and Cross-Petition was filed:

The Perpetual Savings and Building Association of Urbana, Ohio, Plaintiff.
vs.
Perry N. Thomas, Margaret G. Thomas, The Wolfe Brothers Shoe Company, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
May 13th, 1908.

The said defendant, The Wolfe Brothers Shoe Company, for answer herein says; that it is a corporation duly organized under the laws of the State of Ohio, and that, on the 23rd. day of February, A.D. 1907, by the consideration of C.H. Duncan, a justice of the peace in and for Urbana Township, in Champaign County and State of Ohio, The Wolfe Brothers Shoe Company recovered a judgment against the said defendants, Perry N. Thomas and Margaret G. Thomas and each of them, in the sum of Thirty Three dollars and eighty cents ($33.80) and its costs therein expended, $7.63, which judgment is in full force and wholly unpaid and on which there is due and owing to said, The Wolfe Brothers Shoe Company, the said sum of $33.80 and said costs - in all $41.43 with interest from said 23rd. day of February A.D. 1907.

This defendant further says that on the 27th. day of February, A.D. 1907, a transcript of said judgment was duly filed in the office of the Clerk of the Court of Common Pleas of Champaign County, Ohio, and the same was by said Clerk thereupon duly entered upon Execution Docket No. 3, page 186 in said office; that on said date, February 27th. 1907, execu-

tion was duly issued on said judgment and transcript from the said clerks office and court of common pleas of Champaign County, Ohio, to the Sheriff of Union County, Ohio, and the same was, on the 28th. day of February, A.D.1907, by said Sheriff duly levied upon the premises described in the petition of plaintiff herein and said real estate was by said sheriff on said last mentioned date duly seized in execution under said writ and said levy and seizure then by said sheriff duly entered in his foreign execution docket and said writ returned by said sheriff after said levy, without further proceedings, because of prior and conflicting liens then existing against said real estate. Said judgment then became and still is a valid lien on said real estate described in the petition of plaintiff herein.

This answering defendant further says; that prior to and at the time said real estate was conveyed to the defendant, Margaret G. Thomas, she and her said husband, Perry N. Thomas, were and had been co-partners in business as merchants under the firm name of P. N. Thomas and Company; that said judgment above described and mentioned was obtained and recovered upon an account for merchandise sold to said co-partnership firm by said, The Wolfe Brothers Shoe Company in the ordinary course of its business; that after the purchase and delivery of said merchandise to said co-partnership firm the said firm and the said Perry N. Thomas and Margaret G. Thomas, who composed said co-partnership firm, exchanged their stocks of merchandise with which they were doing business and including with other merchandise, that so sold as aforesaid to them by this answering defendant for the real estate described in the petition; that the only consideration paid by them for said real estate besides the money loaned upon the same by the plaintiff herein, was said stocks of goods; that the time of said purchase and exchange of said stocks of goods for said real estate the said Perry N. Thomas and said Margaret G. Thomas were insolvent and had no other property or means than said stock of goods and besides this defendant, were indebted in like manner to other persons and firms, for goods and merchandise sold and delivered to them as said co-partnership firm and for moneys borrowed by them in said business.

Wherefore this answering defendant asks that said real estate may be sold as prayed for in plaintiffs petition and that the proceeds of such sale may be applied to the payment of the liens thereon in accordance with their priority as found by the court and that any surplus proceeds remaining after the satisfaction of said mortgage indebtedness may be decreed by the court to be partnership funds of said P. N. Thomas and Company and distributed as equity may direct and for all other and proper relief.

Per. G. W. Mac Cracken,
Atty for The Wolfe Bros. Shoe Co.

The State of Ohio, Champaign County, ss.

George W. Mac Cracken, being duly sworn, says he is the attorney of record herein of The Wolfe Brothers Shoe Company, which is an incorporated company, and duly authorized herein - and that the facts

stated in the foregoing answer are true as he verily believes.

Geo. W. MacCracken.

Sworn to before me and subscribed in my presence, this 12th. day of May, A.D. 1908.

(Seal)

G. U. Fromme. Notary Public in and for Champaign County, Ohio.

8755 Answer and Cross-Petition of The J. G. Barlow Co.

On May 13th, 1908, the following answer and Cross-Petition was filed:-

Court of Common Pleas, Union County, Ohio. May 13th. 1908.

The Perpetual Saving and Building Association of Urbana Ohio, Plaintiff.

Vs.

Perry N. Thomas, Margaret G. Thomas The J. G. Barlow Company, et al, Defendants.

The said defendant, The J. G. Barlow Company, for its answer and cross-petition herein, says: that it is an incorporated company duly incorporated and organized under the laws of the State of Ohio, and that on the 22nd. day of January, A.D. 1907. by the consideration of W. M. Crow, a justice of the peace in and for Urbana Township, Champaign county, Ohio, it recovered a judgment against the said defendants, Perry N. Thomas and Margaret G. Thomas, in the sum of Two Hundred and Forty Dollars and sixteen cents and $7.97 its costs; that on the same day a transcript of said judgment was duly filed in the office of the Clerk of the Court of Common Pleas of Champaign County, Ohio and the same was by said clerk thereupon duly entered upon the execution docket, No. 3. page 185 in said office; that said judgment was then and still remains due and wholly unpaid, and that there is due to said The J. G. Barlow Company from said Margaret G. Thomas and P. N. Thomas on said judgment and costs, the sum of $246.16 with interest from Jany. 22d. 1907; that on said date, January 22nd, 1907, execution was duly issued from said clerk's office and Court of Common Pleas of Champaign County, Ohio, to the Sheriff of Union County, Ohio, and the same was by said sheriff, on the 23rd. day of January, A.D. 1907 duly levied upon the premises described in the petition and the same were then by said sheriff then duly seized in execution and such levy and seizure then duly entered by said sheriff in his foreign execution docket, and said writ returned by said sheriff after said levy without further proceedings, because of prior and conflicting lien of plaintiffs mortgage. Said judgment then became and still remains a valid lien on said real estate described in the petition.

This answering defendant further says; that prior to and at the time said real estate was conveyed to the defendant, Margaret G. Thomas, she and her said husband, the defendant, Perry N. Thomas, were and had been co-partners in business under the firm name and style of P. N. Thomas and Company; that said judgment was obtained upon a promissory note given by said co-partners to this answering defendant for merchandise sold to them and to said co-partnership firm in the usual course of its business; that said real estate described in the petition was sold and exchanged to said co-partners and firm in exchange for the stock of merchandise then owned by said co-partnership firm but was, at the request of

8755 Entry.

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said Perry H. Thomas, conveyed by deed to the said Margaret G. Thomas only: that the indebtedness for which said note to this defendant was given was incurred by said co-partnership firm and by said P. H. Thomas and Margaret G. Thomas prior to the said conveyance of said real estate to said Margaret G. Thomas, and that the sole consideration, beside and except the mortgage indebtedness and money secured thereby due to the plaintiff herein, for said conveyance, was said stock of merchandise so exchanged as aforesaid for said real estate, and that said Margaret G. Thomas holds said real estate subject to the payment of said plaintiff's mortgage claim in its petition set up - as trustee for said co-partnership and subject to the payment of the claims of the creditors thereof.

This defendant therefore prays that said real estate may be sold, the amount due it from said defendants found and determined, and the proceeds of such sale applied to the payment of the liens herein set up according to their priorities and for all proper equitable relief in the premises.

Per. Geo. W. MacCracken, atty. for The J. G. Barlow Company.

The State of Ohio, Champaign County, ss.

George W. MacCracken, being duly sworn, says that he is the attorney of record herein of The J. G. Barlow Company, an incorporated company, and that the facts stated in the foregoing answer and cross-petition are true as he verily believes.

Geo. W. MacCracken.

Sworn to before me and signed in my presence, this 12th. day of May, A.D. 1908.

(Seal) G. W. Fromme, Notary Public in and for Champaign County, Ohio.

8755 Entry.

On June 11th, 1908, the following Entry was filed:-

The Perpetual Savings and Building Association of Urbana, Ohio, Plaintiffs. vs. Perry H. Thomas, Margaret G. Thomas, et al.

Court of Common Pleas, Union County, Ohio. June 11th, 1908.

This cause now coming on for hearing on the petition of the plaintiff, the cross-petitions of the defendants, The J. G. Barlow Company and The Wolfe Brothers Shoe Company and the evidence, the court find that the defendants, Perry H. Thomas and Margaret G. Thomas, 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 as well as the allegations contained in both said cross petitions are thereby confessed by them to be true, - and that there is due the plaintiff, The Perpetual Savings and Building Association, of Urbana, Ohio, from the said defendants, Perry H. Thomas and Margaret G. Thomas, on the several causes of action set up in said petition, with interest to the date of this decree, the sum of fifteen hundred and sixty eight dollars and 88 cents ($1568.88).

The court further find that in order to secure the payment of said note and taxes set up in the petition and of said sum of money so found due, the said Margaret G. Thomas and the said Perry

N. Thomas, her husband, duly executed and delivered to the said plaintiff their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Book 53 pages 410, 411 and 412, of the mortgage records of Union County, Ohio, and that said claim of plaintiff is a valid and the paramount lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the court that the plaintiff, The Perpetual Savings and Building Association, recover from the said defendants, Margaret G. Thomas and Perry N. Thomas, the said sum of fifteen hundred and sixty eight dollars and 88 cents and its costs herein expended. And it is further adjudged and decreed that unless the defendants, Margaret G. Thomas and Perry N. Thomas, shall, within three days from the entry of this decree, pay, or cause to be paid, to the clerk of this court the costs of this case, and to the plaintiff herein the sum so found due it as aforesaid, with interest from the date hereof, the said defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this court for further order.

The court further find that there remains a balance due to the said defendant, The J. G. Barlow Company from its said co-defendants, Margaret G. Thomas and Perry N. Thomas, on its judgment against them set up in its answer and cross petition, of $ 247.60; that said judgment was duly levied upon the premises described in the petition at the time and in the manner set up in its said answer and that the same is a valid and subsisting lien on said premises and next in priority after the said claim and lien of plaintiff thereon. The court further find that there remains due to the said defendant, The Wolfe Brothers Shoe Company, from the said Margaret G. Thomas and Perry N. Thomas, on its said judgment claim set up in its answer herein, the sum of $ 39.73, that its said judgment was duly levied upon said real estate described in the petition and is a valid lien thereon and next in priority to the said lien and claim of the said J. G. Barlow Company.

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Order of Sale.

On July 27th, 1908, the said Order of Sale was issued.

The Perpetual Savings and Building Association of Urbana, Ohio, Plaintiff.
Vs.
Perry N. Thomas, Margaret G. Thomas, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
July 27th, 1908.

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 11th. day of June, 1908, The Perpetual Savings and Building Association obtained a judgment and decree against Perry N. Thomas, et. als. for the sum of Fifteen Hundred and Sixty Eight and 88/100 Dollars.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed that the said Perry N. Thomas, et. als., within three days

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from the 11th. day of June, A. D. 1908, pay unto the said The Perpetual Savings and Building Association, the said sum of Fifteen Hundred and Sixty Eight and 88/100 Dollars, with interest from the 11th day of June, 1908, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiff's petition, etc. And Whereas, the three days aforesaid have fully expired, and the said sum of Fifteen Hundred and Sixty Eight and 88/100 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, and in The Village of Marysville, and described as follows, to-wit: Beginning at a stake in the South margin of Fourth Street in said Village, at a point from which a line run parallel with Main Street will divide equally the space between the two houses on said Fourth Street, known as the C. S. Chapman house (now owned by Mary Ann Bell) and the O. M. Scott house lately owned by B. F. Carman and deeded by him September 28th, 1906, to said Margaret S. Thomas: Thence West with the south margin of Fourth Street sixty one and one-half (61 1/2) feet to Cottage street: thence with the East margin of Cottage street, South 10 poles to the North West corner of F. G. Arthur's lot: thence East with his line sixty one and one half feet, more or less, to a stake: thence North on a line parallel with the East margin of Cottage street, with said Mary A. Bell's lot, to Fourth street and place of beginning. Being a lot of sixty one and one half feet front on the south side of West Fourth street at the South East corner of said West Fourth street and Cottage street, and extending South same width ten poles, and being same premises conveyed by B. F. Carman to said Margaret S. Thomas by deed recorded in Book 92, page 461 of the Deed Records of said Union County.

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 27th. day of July, A. D. 1908.

(Seal). Charles Parrott, 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 27" day of July, 1908, summon U. B. Davis, James Guy, and J. E. Southard, three disinterested freeholders, residents of said

County, who were by me duly sworn to impartially apprais the lands and tenements therein described, upon actual view, and afterward, on the 27th day of July, A.D. 1908, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and apprais the real value in money of the same at Twenty five Hundred (2500.00) 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 29th day of July, 1908, 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 5th day of Sept. A.D. 1908 at 1 o'clock P. M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit: 5 consecutive weeks; and in pursuance to said notice, I did, on said 5th day of Sept. A.D. 1908, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Willis H. Perfect, who bid for the same the sum of $1750.00 Dollars, and said sum being more than two thirds of the appraised value thereof, and said Willis H. Perfect 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 Seventeen Hundred & Fifty ($1750.00) Dollars.

D. C. Boleinbaugh, Sheriff.

8755 Proof of Publication.

On September 4th, 1908, the following Proof of Publication was filed:-

The Perpetual Savings and Building Association of Urbana, Ohio, Plaintiff.
vs.
Perry H. Thomas, et al, Defendants.

Court of Common Pleas, Union County, Ohio. September 4th, 1908.

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 northdoor of the Court House in Marysville, on Saturday, September 5th, 1908, at or about the hours of one o'clock P.M. on said day, the following described real estate, to-wit: Situated in the Village of Marysville, County of Union and State of Ohio, and bounded and described as follows:-

Beginning at a stake in the south margin of Fourth street in said village, at a point from which a line run parallel with Main street will divide equally the space between the two houses on said Fourth street, known as the C.S. Chapman house (now owned by Mary Ann Bell) and the O. M. Scott house, lately owned by B. F. Carmean, and deeded by him, September 28th, 1906, to Margaret J. Thomas; thence west with the south margin of Fourth Street 61 1/2 feet to Cottage street; thence with the east margin of Cottage street south 10 poles to the northwest corner of F. G. Arthur's lot; thence east with his line 61 1/2 feet, more or less, to a stake; thence north on a line parallel with the east margin of Cottage street with said Mary A. Bell's lot to Fourth street and place of beginning, being a lot of 61 1/2 feet front on the south side of West Fourth street at the south east corner of said West Fourth street, and Cottage street and extending south same width 10 poles and being same premises conveyed by B. F. Carmean to said Margaret J. Thomas, by deed recorded in Book 92, page 461, of the Deed Record of said Union County.

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8755 Motion.

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D. C. Boleubaugh, Sheriff of
Union County Ohio.

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 five consecutive weeks on and next after July 29, 1908 in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

John H. Shearer.

Sworn to before me and signed in my presence this 4th. day of September, A.D. 1908.

(Seal.) Charles Parrott, Clerk.

8755 Motion.

On September 4th, 1908 the following Motion was filed:

The Perpetual Savings and Building Association of Urbana, Ohio. Plaintiff.
Vs.
Perry H. Thomas, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
September 4th, 1908.

Now comes The J. G. Barlow Company, one of the defendants herein, and moves that a receiver be appointed in this case to take custody of the real estate ordered sold herein, for the reason that the tenants occupying said premises owe more than four months rent; that the legal owner thereof has abandoned said premises, and that the condition and value of said real estate are such that it will probably be insufficient when sold to satisfy the claims of the plaintiff and of this defendant.

The J. G. Barlow Co.
per G. W. MacCracken, its atty.

8755 Entry.

On September 4th, 1908, the following Entry was filed:

The Perpetual Savings and Building Association, of Urbana, Ohio, Plaintiff.
Vs.
Perry H. Thomas, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
September 4th, 1908.

On motion of the defendant, The J. G. Barlow Company, and for good cause shown, it is ordered that D. C. Boleubaugh, Sheriff of this county, be appointed receiver herein of the real estate ordered sold in this case & that he take custody & care of the same, collect all rents due and unpaid from the tenant or tenants occupying the same, and bring the same into court for further orders.

8755 Entry.

On September 5th, 1908, the following Entry was filed:

The Perpetual Savings and Building Association, of Urbana, Ohio, Plaintiff.
Vs.
Perry H. Thomas, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
September 5th, 1908.

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, 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, Willis H. Perfect by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises, so far as they may be paid herein, for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the clerk cause satisfaction of the mortgage herein sued on to be entered on the 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 $1795.00, it is ordered that the sheriff out of the money in his hands, pay - (all taxes due on the Treasurer's duplicate being already paid by plaintiff) - First. to the clerk of this court the costs in this case, amounting to $8.08.

Second: To the Plaintiffs, The Perpetual Savings and Building Association of Urbana, Ohio, the amount heretofore found due it with interest to this date, the sum of $1590.84.

Third; The balance then remaining, towit: $136.08, to be paid to the said defendants and judgment lienholders, The J. I. Barlow Company and The Wolfe Brothers Shoe Company in the following proportion:- To the J. I. Barlow Company $116.64, and to The Wolfe Brothers Shoe Co. $19.44. both as a credit on their respective claims.

And now this cause coming on further to be heard on the report of the said receiver, D. C. Boles-baugh, as receiver herein, and the same being found correct and in accordance with the former order of this court, is hereby approved and the said sheriff, as such receiver, is ordered to pay over the balance of the funds in his hands, towit: $37.25 (after deducting a compensation for his services of $7.50 and a fee of $7.50 to J. W. MacCracken, as counsel, which are allowed to them respectively,) to the said judgment lienholders as follows: To the said J. I. Barlow Company the sum of $32.00 and to The Wolfe Brothers Shoe Co. the sum of $5.25 as credits on their respective claims. And the said receiver is hereby discharged, there being no further duty to be performed by him.

Attest: Charles Parrott, Clerk,
By Hester McCorry, Deputy.

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Petition.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908

Be it remembered that heretofore, to-wit, on the 24 th day of March 1908, the following Petition was filed with the clerk of said Court, to-wit:-

Court of Common Pleas,
Union County, Ohio.
March 24th, 1908.

8742.
Petition.

Burt Cahill, J. Lee Long, Hile Eckelberry,
J. E. Langstaff, J. M. Williams, F. L. Winters,
Jos. Embrey, Frank Stevenson, J. M. Crawford,
H. C. Huffman, L. C. Beers, B. L. Talmage,
Plaintiffs.

vs.

The F. H. Meade Manufacturing Company,
Defendant.

Plaintiff for a cause of action alleges and complains; That the defendant, The F. H. Meade Manufacturing Company, is and was, at all times hereinafter mentioned, a corporation duly organized and existing under the laws of the State of Ohio, and its general business is transacted, and its principal office is, and was at all times hereinafter mentioned, located in the Village of Richwood, County of Union, State of Ohio. That the said defendant, by its President, J. L. Long, and its Secretary, J. E. Langstaff, duly authorized in the premises by its board of directors, by resolution duly passed on the 17th. day of March, 1907, executed and delivered to plaintiffs herein a certain promissory note for the sum of Five Thousand ($5000.00) Dollars, of which the following is a copy with all credits and endorsements thereon:

$5000.00. Richwood, Ohio, March 15, 1907.

On or before one year from date, The F. H. Meade Manufacturing Company, promises to pay to Burt Cahill, J. Lee Long, Hile Eckelberry, J. E. Langstaff, J. M. Williams, F. L. Winters, Jos. Embrey, Frank Stevenson, J. M. Crawford, A. C. Eggert, H. C. Huffman, L. C. Beers, and B. L. Talmage, or order, Five Thousand and 00/100 Dollars at The Richwood Deposit Bank, with interest at the rate of six per cent from date on all unpaid principal.

(Signed) The Meade Manufacturing Company.
By J. Lee Long, President.
J. E. Langstaff, Secretary"

(Seal)

That there are no credits on said note.

That there is endorsed on the back of said note the following: "I hereby assign and transfer all my right, title and interest in and to the within note to J. L. Long, this 21st. day of March, 1908.
A. C. Eggert."

That to secure the payment of said note, the defendant, by its President and Secretary, duly authorized in the premises by its board of directors by a resolution duly passed, did on the same day, to-wit, March 15th, 1907, execute and deliver to said plaintiffs herein, and thereby convey to said plaintiffs the following described real estate situated in the Village of Richwood, Union County, and State of Ohio, to-wit: Being the west half of the Lot number 127 in the Village of Richwood, Ohio, excepting forty feet off the South end, which has been heretofore

conveyed to R. Moffitt, For a more specific description thereof, reference is hereby made to the recorded plat of said village.

That said mortgage deed contains the following conditions: That if the said The F. H. Mead Manufacturing Company should pay or cause to be paid to said mortgagees, or to their executors, administrators or assigns "its certain promissory note of even date herewith for the sum of $5000.00, due on or before one year from date, with interest at the rate of 6% per annum from date on all unpaid principal, with privilege of paying any amount at any time according to the terms and tenor thereof, then these presents shall be void, otherwise to remain in full force and effect."

That on the 21st. day of March, 1908, at 11:20 o'clock A.M., said mortgage deed was duly delivered to the Recorder of said Union County for record, and on the 21st. day of March, 1908, was duly recorded in the records of mortgages of said county in Volume 59, Page 53.

That there is indorsed on the said mortgage deed the following; "I hereby assign and transfer all my right, title and interest in and to the within mortgage deed to J. Lee Long this 21st. day of March, 1908.

Al. C. Eggert."

Plaintiffs further say that in order to further secure the payment of said note above set forth, the defendant, The F. H. Meade Manufacturing Company, by its President and Secretary, duly authorized in the premises, by its board of directors, by a resolution duly passed, did on the same day, to-wit, the 19th. day of March, 1907, execute and deliver to plaintiffs herein a certain chattel mortgage, by which it conveyed to them as further security for said note, the following described goods, chattels and accounts, to-wit: All sewing machines, button machines, engines and all other machinery, and all finished goods, and all stock material now on hand, and all finished goods and stock material that may hereafter be on hand, all books, accounts, credits, and all fixtures, appliances, and chattels belonging to and used by said corporation in the operation and carrying on of its manufacturing business in Richwood, Ohio. That said chattel mortgage contained the following conditions: "Provided nevertheless that if the said The F. H. Meade Manufacturing Company shall well and truly pay or cause to be paid, according to the terms and tenor thereof, its certain promissory note of even date herewith, for the sum of $5000.00, due on or before one year from date, and payable to said mortgagees above herein named, or order, with interest at the rate of six per cent per annum on all unpaid principal from date, with privilege of paying any amount at any time, then this mortgage to be void; otherwise to remain in full force and effect."

That on the 19th. day of March, 1908, at 11:20 o'clock, A. M., said mortgage was deposited with the recorder of said Union County, and duly filed according to law.

That there is indorsed on the back of said note the following: "I hereby assign and transfer all my right, title and interest in and to the within chattel mortgage to J. Lee Long, this 21st. day of March, 1908,

Al. C. Eggert."

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That the defendant, The F.H. Mead Manufacturing Company, has not paid the amount of said note, and the amount secured by said mortgage deed and said chattel mortgage, or any part thereof, as required by the conditions thereof, and there is now due to said plaintiffs from said defendant upon said indebtedness, the sum of Five Thousand ($5000.00) Dollars, with interest at the rate of six per cent from the 17th. day of March, 1907. That the lien created by said mortgage above set forth is the first and best lien on said real estate, and on said good, chattels, and accounts.

Plaintiffs further aver that the premises in said mortgage deed are an inadequate security for said indebtedness. That the goods, chattels, and accounts in said chattel mortgage described are composed largely of fabric, cloth, and material in an unfinished state, and could be in a few weeks made up into finished garments and marketed, and that the finished goods and products now on hand or in the course of manufacture can be within a few days sold and disposed of, and that the proceeds from the book accounts now due and payable, and being paid from time to time, and the accounts to become due and to be paid from time to time, can be diverted and used for purposes other than the discharge of plaintiffs' indebtedness, and plaintiffs have reason to believe, and do believe, and do herby aver and allege that the defendant corporation will, before the final order in this action, so dispose of said unfinished fabrics, cloths, and material, and so dispose of said finished products, and will so collect said accounts, and apply the proceeds thereof for purposes other than the discharge of plaintiffs' indebtedness; That their security is inadequate, and that said goods and chattels and accounts are in danger of being lost, removed and materially injured.

Plaintiffs further allege that said defendant corporation is indebted to creditors other than plaintiffs herein, to the amount of Seven Thousand ($7000.00) Dollars and upwards. That many of said creditors are now threatening legal proceedings, and that defendant company is in imminent danger of insolvency.

Wherefore, plaintiffs pray that an accounting may be had of the amount due them. That the court decree that said plaintiffs claim is the first and best lien on said premises, and on said goods and chattels, and prays a judgment therefor in the sum of Five Thousand ($5000.00) Dollars with interest at the rate of six per cent from the 17th. day of March, 1907.

That the property of the defendant corporation be sequestered or sold in the manner provided by law, and the proceeds thereof be justly distributed among the creditors of the defendant corporation, including said plaintiffs in the order and in the proportion prescribed by law.

That a receiver of the property and effects of the defendant corporation may be forthwith appointed pursuant to law, with the usual powers and authority conferred upon receivers in such cases, and that the plaintiff have such other and further relief in the premises as in equity may be just.

Frank Z. Ballinger
Attorney for Plaintiffs.

The State of Ohio, Union County, ss.

J. E. Laugstaff, Kile Eckelberry, J. M. Wilkins, Bert Cahill, and J. Lee Long, plaintiffs herein, being duly sworn according to law, say that the facts stated and allegations contained in the forgoing petition are true.

J. E. Laugstaff
Kile Eckelberry
J. M. Wilkins
Bert Cahill
J. Lee Long.

Sworn to by the said J. E. Laugstaff, Kile Eckelberry, J. M. Wilkins, Bert Cahill, J. Lee Long, and by them subscribed before me this 23rd. day of March, 1908.

A. C. Eggert.
Notary Public.

(Seal)

8742 Waiver of Summons.

On March 24th, 1908, the following Waiver of Summons was filed.

Bert Cahill, et. al. Plaintiffs,
Vs.
The F. H. Meade Manufacturing Company,
Defendant.

Court of Common Pleas,
Union County, Ohio,
March 24th, 1908.

Now comes the defendant, The F. H. Meade Manufacturing Company, by Bert Cahill, J. E. Laugstaff, J. Lee Long, J. M. Wilkins and Kile Eckelberry, its duly acting and qualified board of directors, and hereby enters its appearance herein, and waives service of summons, and does further hereby consent to the appointment of a receiver in said petition prayed for, and consent to, as such directors and as plaintiffs herein do recommend that A. C. Eggert, of Richwood, Ohio, be appointed as such receiver.

J. E. Laugstaff.
Kile Eckelberry
J. M. Wilkins
Bert Cahill
J. Lee Long.

8742 Order Appointing Receiver.

On March 24th, 1908, the following Order Appointing Receiver was filed:-

Bert Cahill, J. Lee Long, Kile Eckelberry, J. E. Laugstaff, J. M. Wilkins, F. L. Winters, Jno. Embrey, Frank Stevenson, J. M. Crawford, H. C. Huffman, L. C. Beem and B. L. Talmage, Plaintiffs,
Vs.
The F. H. Meade Manufacturing Company, Defendant.

Court of Common Pleas,
Union County, Ohio.
March 24th, 1908.

Upon reading and filing the verified petition in this case, together with the affidavits and exhibits in support thereof, and on motion of counsel for plaintiffs and defendant appearing and consenting in writing thereto, it is ordered by the court that A. C. Eggert of Richwood, Ohio, be and is hereby appointed receiver of this court of all and singular the property of the F. H. Meade Manufacturing Company of every description,

and all mourys, claims in action, credits, bonds, stocks, leas hold interests, or operating contracts, and other assets of every kind, and all other property, real, personal or mixed, held or possessed by said company, and of all records, books, papers and accounts of the said company in any way appertaining to the business thereof, and necessary to enable him to properly and efficiently perform the duties imposed upon him by this order; to have and to hold the same as officer of and under the orders and directions of this court.

Each and every of the officers, directors, and agents and employes of said company are hereby required and commanded forthwith upon demand of said receiver, to turne over and deliver to such receiver any books, papers, mourys, debts, property, and vouchers for property under their control. Said receiver is hereby fully authorized to commence and prosecute any actions which in the usual course of business, he may deem it proper and necessary to commence, either in the name of said company or in his own name as such receiver, as he may be advised. He shall have full power to defend any and all suits that may hereafter be brought against the said company, or against himself, and, as such receiver, to defray the necessary and proper expenses of such prosecution and defenses, and in all and singular the premises, he shall be subject to such orders and directions as this court may from time to time make, and he is authorized to appear from time to time for such orders and directions as he may be advised.

That said receiver is hereby authorized and directed out of the money coming into his hands to pay and discharge all amounts due to employees upon the current pay roll, and it is further ordered and decreed that as soon as may be after he shall have entered upon the performance of his duties, the said receiver shall make and file with the clerk of this court, a true, full and complete inventory of all and singular the property of said company, real, personal and mixed of all which he is appointed receiver, and to further file forthwith a full and complete schedule of debts and liabilities of said company.

Said receiver is hereby authorized and directed to take immediate possession of all and singular the property above described, and to continue the business of said company, having due regard to the interest of said company's business, in keeping the premises in good condition and repair, and to continue and conduct said business to the end particularly that all book accounts and credits now due and payable to said company or to become due and payable may be speedily and rapidly collected and that all finished goods and products now on hand may be sold and disposed of on consigned on present orders, having due regard as to solvency and liability of consignee, and on as near a cash basis as in the sound discretion of said receiver is practicable, and to the end that all fabrics, cloths and supplies now on hand may be worked up and manufactured into finished products and disposed of as directed, and to the same end, he shall from time to time employ and discharge all needful laborers, servants, and agents, and pay for all such needful material and supplies as may seem to him necessary and proper in the exercise of a sound discretion, with leave to apply to this court from time to time as he

may be asked for directions in the premises.

Said receiver shall keep a true and particular account of all his acts and doings as such, of all the property, rents, revenues, and incomes, and of all his payments and disbursements in the performance of the duties imposed by this order, and he shall upon demand render to this court and file with the clerk thereof a true, full and particular account of all his receipts and disbursements in the premises. He shall keep all balances of money in his hands or deposit in some banks of approved credit subject to his order, and he shall not pay out, but safely keep subject to the further order of this court, all such money except in so far as payments and disbursements are authorized by the terms of this order.

That said receiver shall give a bond for the faithful performance of his duties as receiver in the premises in the sum of Thirty Five Thousand ($35000.00) Dollars with sureties to be approved by the clerk of this court, and that on the filing of such bond, he shall enter forthwith upon the performance of his duties as such receiver.

All creditors of the said The F. N. Meade Manufacturing Company, are hereby enjoined from in any way interfering with the property hereby directed to be turned over to said receiver. That all officers, directors and agents of the said The F. N. Meade Manufacturing Company, are hereby enjoined from interfering with or disposing of said property of The said F. N. Meade Manufacturing Company in any way, except to transfer, convey, and turn over the same to said receiver.

John M. Brodrick, Judge.

And thereupon came the said Al C. Eggert, and accepted such appointment, and was thereupon duly sworn according to law by me, and tendered his bond as required by said order, with the American Surety Company of New York, as surety thereon, which bond is hereby approved and accepted this 24th. day of March, 1908.

(Seal) Charles Parrott Clerk.

8742 Bond of Receiver.

On March 24th, 1908, the following Bond was filed:-

Brut Cahill, et. al, Plaintiffs.

Vs.

The F. N. Meade Manufacturing Company, Defendant.

Court of Common Pleas, Union County, Ohio, March 24th, 1908.

Know All Men By These Presents: That we, Al. C. Eggert, of Richwood, Ohio, as Principal, and American Surety Company of New York, of No. 100 Broadway, New York City, New York, as Surety, are held and firmly bound unto the State of Ohio, in the sum of Thirty Five Thousand Dollars ($35,000.00), to the payment of which, well and truly to be made, said principal binds himself, his heirs, executors, administrators and assigns, and said Surety binds itself and its successors, jointly and severally, firmly by these presents.

Whereas, the above bound Al. C. Eggert was on the 24th. day of March, 1908, duly appointed by the Court of Common Pleas of Union County, Ohio, Receiver in the case of Brut Cahill, et al., Plaintiffs, against The F. N. Mead Manufacturing Company, Defendant, now pending in said Court;

Now, Therefore, The Condition Of This Obligation Is Such, That if

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the said Al. C. Eggert shall faithfully discharge the duties of Receiver in the action aforesaid, and obey the orders of the Court therein, then this obligation shall be void; otherwise, to be and remain in full force and virtue in law.

Signed and Sealed this 24th. day, of March, 1908.

Al. C. Eggert,

American Surety Company of New York.

By W.D. Guilbert, Resident Vice President.

Attest: K.W. Gressinger,

Resident Assistant Secretary.

(Seal)

8742. Entry.

On May 12th, 1908, the following Entry was filed:-

Bent Cahill, et al, Plaintiffs,

vs.

The F.N. Meade Mfg. Co. Defendant.

Court of Common Pleas,
Union County, Ohio,
May 12th. 1908.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court finds that the defendant, The F. N. Meade Mfg. Co. duly and regularly waived service of summons, and is duly before this court in this action as if regularly and legally served with summons by the sheriff, and that it is in default of answer or demurrer. And that the allegations of said petition are thereby by it confessed to be true. And that there is due from the defendant, The F.N. Meade Manufacturing Company, to plaintiffs, on the promissory note set forth in the petition, with interest from the date of this decree, the sum of $5340.83.

The court finds that in order to secure the payment of said note the defendant executed and delivered to said plaintiffs its certain chattel mortgage as in said petition described. That said mortgage was on the 19th. day of March, 1908, at 11.20 A.M. deposited with the Recorder of said Union County and duly filed according to law, and is a good and valid lien on the goods and chattels in said petition described, and is the first and best lien thereon, and that the conditions in said chattel mortgage have been broken.

The court further finds that in order secure the payment of said note, the defendant, The F.N. Meade Manufacturing Company, executed and delivered to plaintiffs its certain mortgage as in the petition described, and on the premises and real estate therein described, that said mortgage was duly recorded in Volume 59, page 53, of the Record of Mortgages in said Union County, and is a good and valid lien on the premises in said petition described and is the first and best lien thereon, and that the conditions of the said mortgage have been broken.

It is therefore considered by the court that the plaintiffs recover from the defendant, The F.N. Meade Manufacturing Company, the sum of $5340.83 with interest from the date of this decree, and costs herein expended, and it is further adjudged and decreed that unless the defendant, The F.N. Meade Manufacturing Company shall within three days from the date of this decree pay to the clerk of this court the costs of this case and to the plaintiffs herein the sum so found due as aforesaid, with interest from the date of this decree,

the defendants equity of redemption shall be foreclosed, and that Al. C. Eggert, the receiver heretofore appointed by this court, and who is still the duly qualified and acting receiver herein, shall sequester and sell said goods and chattels and said real estate in said petition described, as prayed for in the said petition, and in such manner and by such procedure as receivers are by law required to follow, and in such manner as from time to time may be ordered and directed by this court; that the order of appointment and direction to said receiver in the matter of continuing and operating said defendants manufacturing business heretofore issued by this court, shall not in any wise be hereby abridged or taken away, but such business shall be carried on in the manner and under the conditions in said order set forth, and that said receiver shall report his proceedings to this court from time to time, as may be directed, for further order.

8742 Petition of Receiver to be allowed to account.

8742 Receiver's Order.

On June 12th, 1908, the following Receiver's Order was filed:-

Brut Cahill, et al, Plaintiffs. vs. The F. N. Mead Mfg. Co. Defendant.

Court of Common Pleas, Union County, Ohio, June 12th, 1908.

This day came the receiver herein and represented to the court that, acting under a former order of this court, he has collected book accounts and has sold and disposed of goods and merchandise to the amount of more than three thousand ($3000.00) dollars, and that he has now on hand more than that sum of money and asks authority of the court to pay the sum of Three Thousand ($3000.00) to the plaintiffs herein on their judgment heretofore by this court adjudged. Wherefore it is ordered by this court that the receiver be and is hereby authorized and directed to make such payment.

8742 Receiver's Order.

On June 12th, 1908, the following Receiver's Order was filed:-

Brut Cahill, et al, Plaintiffs. vs. The F. N. Mead Mfg. Co. Defendant.

Court of Common Pleas, Union County, Ohio, June 12th, 1908.

This day came the receiver and represented to the court that, since his appointment as such receiver and acting under former orders of this court, he has continued defendant's business as a going concern and has personally managed said business and has given much of his time to said business as attorney and counsellor in the collection of claims and accounts and in the adjustment of claims and accounts and has rendered other services as attorney and counsellor in said business and as partial compensation for such services as manager and attorney, asks the court for authority to pay to himself out of the funds in his hands, the sum of One Hundred and Fifty ($150.00) Dollars, wherefor it is ordered by the court that the receiver be and is hereby directed and authorized to make such payment to himself.

8742 Entry.- Receiver's Order.

On August 4th, 1908, the following Receiver's Order was filed:-

Brut Cahill, et al, Plaintiffs. vs. The F. N. Meade Manufacturing Company, Defendant.

Court of Common Pleas, Union County, Ohio, August 4th, 1908.

This day came the receiver herein and represented to the court

that, acting under a former order of this court he has collected book accounts and has sold and disposed of goods and merchandise to the amount of more than Two Thousand ($2000.00) Dollars, and that he now has on hand more than that sum of money and asks authority of the court to pay the sum of Two Thousand ($2000.00) Dollars to the plaintiffs herein on their judgment heretofore by this court adjudged. Wherefore it is ordered by this court the said receiver be and is hereby ordered and directed to make such payment of $2000 to said plaintiffs.

8742
Petition of Receiver to be allowed to account.

On September 26th. 1908, the following Petition of Receiver, etc. was filed:-

Court of Common Pleas,
Union County, Ohio,
September 26th. 1908.

Bert Cahill, et. al. Plaintiffs,
vs.
The F.W. Meade Manufacturing Company, Defendant.

Your petitioner recites that on the 24th. day of March, 1908, he was by this court duly appointed as receiver of the F.W. Mead Manufacturing Co., said appointment being made upon the application of plaintiffs herein in their action of foreclosure of mortgage on both real and personal property of the defendant company, a corporation engaged in the manufacturing business in Richwood, Ohio; that he was duly qualified as such receiver and gave bond as required by this court; that by virtue of such appointment and order your petitioner was directed to take charge of all money, claims, credits, etc., and books, papers, records, and accounts, and of all other assets of every kind, and all other property, real and personal; that he was directed to continue the business of said company as a going concern, having due regard to the interest of said company's business, to collect all book accounts and credits due and payable and to become due and payable, to make up all raw material on hand into finished goods, and to purchase new goods and make up same, and market same, to employ such help and labor as necessary to carry on such business, and do such other things as necessary to carry on such business.

That your petitioner has at all times performed the duties of his office and executed all the trust of the same, so far as he has been able to do so; that he did continue the business of the defendant company as a going concern, having at all times due regard to the interests of said company's business, and all in accordance with said order, and orders, of this court.

That on the 12th. day of May, 1908, the defendants having waived service of summons, and being in default for answer or demurrer, this court found upon hearing that the allegations in the petition were true and it was considered that there was due plaintiffs from said defendant corporation on the mortgages and note in the petition described the sum of $5340.83, and a judgment was rendered accordingly, and that your petitioner as receiver should sell and sequester the goods and chattels and real estate in said petition described, collect book accounts, and continue the business of defendant corporation in the manner as directed in former order of this court.

Your petitioner further represents that on the 12th. day of June, 1908, he represented to this court, that acting under his former

orders he had on hand more than $3000.00 and asked that the sum of $3000,00 be paid to plaintiffs upon their judgment aforesaid, which request was granted and ordered. That upon the same day your petitioner asked that the sum of $150 be allowed him as services and fees as receiver, which request was granted and ordered.

That upon the 4th. day of August, 1908, your petition again represented to this court that he had continued under said former order and that he had on hand the sum of $2000.00, which sum he asked to apply upon said judgment, which request was granted and ordered.

Your petitioner now represents that now has on hand more than enough money to the balance of said judgment aforesaid, together with all costs herein taxed and a reasonable compensation for petitioner as receiver.

That your petitioner's account, showing all charges and credits from the time of said appointment to this day, hereto attached and made a part of this petition, is true and correct; that said account shows a credit of $30.00 to the clerk of this court, which amount is the costs herein in full, including the filing and record of this petition and the final entry of discharge, the sum of $397.52, balance in full of said judgment and interest, and a receiver's fee of $200.00, which your petitioner asks to have allowed and ordered; that after such order there will remain in petitioner's hands the sum of $1797.45.

That no suits are now pending against this receiver or the defendant corporation to petitioner's knowledge.

That all claims of whatever kind against said receiver have been paid and are shown by the attached account.

That all things ordered to be done by petitioner have been done; nor does any duty remain to be performed by said receiver, except to have his accounts finally settled and to pay over to said defendant the said sum of $1797.45.

Wherefore your petitioner prays that this court may allow his accounts as such receiver, and for an order directing him to pay to plaintiff the said sum of $397.52, as balance on said judgment, to the clerk of this court, the sum of $16.65, and costs herein, and to himself the sum of $200 as receiver's compensation, and an order releasing and discharging your petitioner as said receiver, and ordering his bond to be cancelled, and for such other and further order as may be just.

Al.C. Eggert, Receiver.

The State of Ohio, Union County, ss.

Al.C. Eggert, petitioner herein, being first duly sworn says that the facts stated and allegations contained in the foregoing petition are true as he verily believes.

Al.C. Eggert.

Sworn to by the said Al.C. Eggert and by him subscribed before me this 26th. day of Sept, 1908.

(Seal)

Chas. Parrott, Clerk of Courts.

The State

Burt

The F.N.

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

Burt Cahill, et.al. Plaintiffs.
Vs.
The F.N. Mead Mfg. Co, Defendant.

Receivers account of charges and credits from time of appointment to time of discharge.

The receiver charges himself as follows :-

3-25-08.	By cash	treasurer mead mfg. Co.		$528.53
3-25-'08.	By check	A. M. Friend & Son		$105.15
3-27	" "	W. H. Gunsler		92.38
3-28	" "	R. J. Thompson		10.00
3-28	" check	Cash Grocery Co.		24.63
3-30	" "	Jas. Worrier		2.40
3-30	" "	Johnson Bros.		87.98
3-31	" cash	J.H. Moore		.64
3-31	" check	M. Goodman		47.04
3-31	" "	Baker Clothing Co.		15.36
4-1	" "	Baldwin & Boldbaugh		3.91
4-3	" "	Sam Adler		35.00
4-3	" "	F.A. Klaty		16.16
4-3	" "	V. S. Preston		100.72
4-3	" "	The Luft Boot Co.		92.07
4-3	" "	S. Estabrook		10.19
4-3	" draft	pd. J. B Shannon		94.30
4-4	" check	Dougherty Bros.		68.87
4-6	" "	N. Eckelberry		25.75
4-6	" "	Wilson Bros.		44.55
4-6	" "	J.C. Brown & Son.		25.00
4-7	" cash	H.F. & A.O. Wood		42.00
4-7	" check	Frank Schaffering		34.25
4-7	" "	Moorehouse & Shoemaker		133.28
4-8	" "	F.E. Gamble		52.07
4-9	" "	The Zane Hosiery Co.		78.16
4-11	" "	The Standard clothing Co.		20.58
4-11	" "	F.N. Mead		5.18
4-11	" "	S. Wride & Sons		20.92
4-13	" "	W.P. Glendening		19.06
4-13	" "	W.E. Lewis		97.75
4-14	" "	A.J. Broyles		21.50
4-15	" cash	Mrs. W.T. Moore		1.00
4-16	" check	H.J. Krumeich		58.13
4-18	" "	J.N. Kerwin & Sons		50.25
4-18	" cash	W.S. Van Fossen		1.30
4-18	" "	F.A. Spangler		.10
4-20	" check	The Metcalf Co.		98.59
4-20	" "	J.E. Dolter		27.50
4-20	" "	M.F. Guan		11.75
4-21	" "	Dauman & Co.		23.27
4-21	" "	M.H. Underwood		13.23
4-21	" "	Louis Hilb		14.50

4-22	By check	Neff & Kolb	162.19
4-22	" "	Chas. Grove	16.05
4-22	" "	L. Viviny Co.	22.45
4-23	" cash	Poultry House	1.50
4-24-08	By check	A. M. Strayer & Co.	* 23.25
4-24	" cash	W. G. Van Fossen	1.50
4-24	" "	F. H. Mead	1.01
4-25	" "	sale	.40
4-28	" check	Kraft Cloth. Co.	131.19
4-28	" "	Louardeau Bros.	45.57
4-28	" "	Schlosser Bros.	14.55
4-28	" "	Herkowitz & Jacobs	28.91
4-28	" "	U. G. Preston	5.66
4-29	" cash	A. J. Slick	.38
4-30	" check	F. Dick's Sons	15.03
5-2	" "	Reeder & Yant	15.60
5-2	" "	Y. L. Parsons	187.69
5-2	" "	Hipp. Enders & Averif	36.05
5-4	" "	Baker Clothing Co.	15.44
5-4	" "	Wm. Epstein	49.29
5-4	" "	Rosman & Emery	156.44
5-4	" "	Winfield Adair	41.56
5-4	" cash	Mrs. Avery	1.30
5-8	" check	A. Stechschulte	97.12
5-8	" "	A. F. Jackson Co.	52.20
5-11	" "	W. M. Blumenthall	37.50
5-11	" "	Ray Bros.	68.60
5-11	" "	Curtis & Page	42.68
5-11	" "	Hammond & Judd	114.58
5-12	" "	Grant Bros.	34.81
5-12	" "	W. J. Wagner	5.82
5-12	" "	Ritchie & Hinkle	34.55
5-13	" "	Lindenmith & Appel	75.21
5-13	" "	Shipley, Smith & Moore	76.20
5-15	" "	A. Goldmetz	11.76
5-16	" "	H. E. Aldrich	44.61
5-16	" "	Kubrick & Hoyt	21.50
5-16	" "	Fauver & Dawson	58.13
5-18	" cash	P. Baker	.75
5-18	" check	F. H. Lemon	70.75
5-18	" "	Middleton Supply Co.	30.50
5-18	" draft	pd. M. Weiss	68.20
5-18	" check	M. Goldstein	17.75
5-19	" "	Rauke Store Co.	28.28
5-19	" "	M. C. Sherman	29.10
5-19	" "	F. J. Starrer	84.00
5-19	" draft	Young Peck Co.	17.95
5-19	" "	F. W. Marral	74.87
5-20	" check	The Hapes Co.	32.34

162.19	5-20	By check	Burdock & Smith	186.71
16.05	5-20	" "	Harper Bros.	37.90
22.45	5-20	" cash	- Wooley	5.75
1.50	5-20	" check	Brown & Lou	22.80
* 23.25	5-21	" cash	sale	.75
1.50	5-22	" check	Cameron & Arbaugh	21.56
1.01	5-22	" "	Deutsch Bros.	98.40
.40	5-22	" "	A. Grisman	193.30
131.19	5-22	" "	Frost & Walter	28.66
45.57	5-23	" "	J.H. Easley	5.33
14.55	5-23	" "	C.S. Smart	48.37
28.91	5-23	" draft	C.F. McGuire	28.00
5.66	5-25	" cash	sale	.50
.38	5-26	" check	Schaufler	10.00
15.03	5-26	" "	J.C. Finneran	10.00
15.60	5-27	" "	W.L. Mumford	10.00
187.69	5-28	" "	Louisville Pillow Co.	32.68
36.05	5-28-08	By check	W.E. Lewis	2.31
15.44	5-28	" "	Geo. Painter	90.50
49.29	5-28	" "	Stein, Krill & Stein	15.42
156.44	5-29	" "	G. Eastbrook & Co.	36.99
41.56	5-29	" "	Kissel & Dickinson	20.58
1.30	5-29	" "	J.L. Bailey & Co.	6.93
97.12	6-1	" "	C.W. Corbett	12.00
52.20	6-4	" draft	Sarah Emery	176.97
37.50	6-5	" check	F. Goza	47.04
68.60	6-6	" "	C.D. Bricker	56.10
42.68	6-6	" "	J.P. Grogan	19.00
114.58	6-6	" "	J.A. Erickson	32.00
34.81	6-6	" "	Davis & Davis	195.55
5.82	6-9	" "	A.B. & G.N. Olver	77.91
34.55	6-9	" cash	Kean & Strong	23.24
75.21	6-9	" check	L.A. Beatty	73.70
76.20	6-9	" "	Castle & Reed	12.00
11.76	6-10	" "	A.K. Cohen	64.56
44.61	6-10	" "	S. Burke	4.31
21.50	6-10	" "	Geo. W. Schneider	54.25
58.13	6-11	" "	Richwood Drft, Store	2.49
.75	6-11	" "	G.W. Buckingham	151.90
70.75	6-11	" "	J.C. Beck	10.50
20.50	6-12	" "	C.W. Corbett	12.50
68.20	6-12	" "	Gustafson & Hayes	47.04
17.75	6-12	" "	J.W. Hubble	30.00
28.28	6-13	" "	F. & A. Lazarus	48.75
29.10	6-13	" draft	F.H. Merrill	17.00
84.00	6-13	" check	F.K. Skowe	40.37
17.95	6-13	" draft	A.H. McGuire	27.25
74.87	6-15	" check	McCullough	44.92
32.34	6-15	" "	Cameron & Arbaugh	33.32

6-15	By check	W. A. Davidson	74.48
6-18	"	" C. H. Aspinall	26.31
6-18	"	" Streuty & Lappin	62.50
6-19	"	" H. C. Auer	166.60
6-22	"	" Miller Bros.	22.07
6-22	"	" Hoover Mdse. Co.	108.26
6-22	"	" W. B. Fishbeck	62.00
6-22	"	" W. A. Shaufaber	15.43
6-22	"	" Armbruster & Dwyer	15.92
6-24	"	" Fraut & Walter	11.76
6-25	"	" L. P. Potts	20.00
6-25	"	" W. J. Wagner	5.88
6-26	"	" The Hub	18.58
6-26	"	" P. E. Heuige	19.60
6-26	"	" Wilson Bros.	40.86
6-27	"	" Standard Cloth. Co.	23.77
6-29	"	" Mills, Kerr & Co.	23.16
6-29	"	" Meade White & Co.	42.68
6-30	"	" M. L. Wolf	27.57
6-30	"	" Kinnane Bros. Co.	25.00
7-1	"	" C. W. Cashmere	1.62
7-1	"	" J. E. Trott	119.75
7-1	"	" W. H. Fenster	242.16
7-1	"	cash sale	.60
7-2	"	check J. W. Hubble	27.79
7-2	"	" Surprise Store	22.50
7-3	"	" A. W. King & Son	25.38
7-6	"	" F. H. Lee	23.28
7-6	"	" M. Nobel	37.13
7-7-08	By check	A. D. Mohler	20.95
7-7	"	" W. A. Fullilove	29.83
7-7	"	" M. M. Kaufman	29.40
7-8	"	" M. Goldstein	38.00
7-9	"	" O. O. Kelley & Co.	48.61
7-9	"	" J. Moffitt & Co.	33.45
7-9	"	" Fitzgibbon & De Wolf	1.00
7-9	"	" A. J. Huffer	31.00
7-10	"	" Moore & Scott	132.74
7-10	"	" Hopper & Kulp	67.35
7-11	"	" Judson Mahon	52.38
7-13	"	" Richwood Dept. Store	2.58
7-13	"	" Rossman & Co.	114.65
7-13	"	" Cottrell & Bilding	16.97
7-13	"	" Vernon Cloth. Co.	26.55
7-16	"	" H. Lindsey	36.00
7-18	"	" Moss Cloth. Co.	96.80
7-20	"	" Black & Dawson	4.38
7-20	"	" L. Radine	12.00
7-21	"	" L. A. Beatty	14.00

74.48	7-21	By check Pontiac Cloth. Co.	142.25
26.31	7-21	" " E. W. Hunderson	14.30
62.50	7-21	" " E. E. McGuire	20.00
166.60	7-22	" " E. H. Keller	80.00
22.07	7-22	" " Geo. W. Schneider	64.50
108.26	7-23	" " C. W. Beck & Co.	96.70
62.00	7-24	" " J. H. Wheland & Son	77.67
15.43	7-27	" " W. E. Scott Co.	59.42
15.92	7-27	" cash sale	.75
11.76	7-27	" check G. F. McElroy	85.25
20.00	7-28	" " Van Fleet & Brinker	67.08
5.88	7-28	" " C. C. Conrad	15.50
18.58	7-28	" " A. Mertle	14.43
19.60	7-30	" " Robt. Fowler	5.82
40.86	8-1	" " Chas. E. Baribeau	106.25
23.77	8-3	" " Wagoulander & Son	11.76
23.16	8-5	" " S. Baumberger & Son	55.29
42.68	8-5	" " L. E. Morrow	36.50
27.57	8-5	" " R. Radine	12.50
25.00	8-6	" " G. L. Wingate	21.83
1.62	8-6	" " E. P. Zimmerman	16.75
119.75	8-8	" " J. H. Euseline	16.80
242.16	8-8	" " Dennis & Ryan	28.59
.60	8-8	" " F. & R. Lazarus	20.82
27.79	8-10	" " Bachus & Meyer	70.33
22.50	8-10	" " A. Stechschulte	77.10
25.38	8-10	" " Davis & Smith	31.51
23.28	8-10	" " W. H. Hart	57.30
37.13	8-12	" " Martin & Co.	14.20
20.95	8-12	" cash sale	1.00
29.83	8-12	" check Gillett & Co.	28.13
29.40	8-12	" " J. L. Wilcox	32.42
38.00	8-13	" " Wise Cloth. & Shoe Co.	41.55
48.61	8-13	" " M. J. Mahoney & Co.	55.00
33.45	8-14	" " Kubicki & Hoyt	194.50
1.00	8-15	" " Pontiac Cloth. Co.	40.00
31.00	8-15	" " Moore & Scott	4.50
132.74	8-15	" " Jno. G. Miller & Co.	17.00
67.35	8-17	" " E. O. Rule	21.25
52.38	8-17	" " B. F. Carmean	29.00
2.58	8-18	" " J. C. Barber	8.25
114.65	8-18	" " B. F. Conklin	42.68
16.97	8-20	" " The F. Brutsch Co.	22.19
26.55	8-22	" " Jas. Crowley	7.50
36.00	8-22-08.	By check D. G. Preston	21.75
96.80	8-22	" " E. O. Russell	56.02
4.38	8-22	" " P. V. Smith	10.00
12.00	8-22	" " G. W. McCarty	27.00
14.00	8-22	" " Tatman & McKever	50.38

8-24	By checks	O.V. Smith	8.00
8-24	" "	Gamble & Rose	63.05
8-25	" draft	Jno. Eckert	39.98
8-25	" check	W.C. Dawson	10.00
8-26	" "	L. Hirsh, trustee	6.44
8-26	" "	J.L. Parsons	7.71
8-26	" "	Wm. Epstine	1.37
8-26	" "	F. & R. Lazarus	9.19
8-27	" "	W.L. Miller & Co.	21.00
8-29	" "	Cook clothing Co.	9.80
9-1	" "	Wm. Brewer	7.16
9-1	" "	Louis Englebrug	64.50
9-2	" "	C. Wood	7.00
9-2	" "	D.W. Kraybill	48.50
9-5	" "	Hopper & Kulp	60.00
9-5	" "	L. M. Strayer & Co.	31.88
9-8	" "	Richwood Dept. Store	16.50
9-8	" "	J.J. Gradetaff	26.50
9-8	" "	Peoples Cash Store Co.	75.18
9-8	" "	Rohn & Alexander	60.50
9-9	" "	D.R. Thomas Co.	10.14
9-11	" "	Sarah Emery	16.84
9-11	" "	F.A. Zimmer	2.24
9-14	" "	A.W. Cohen	47.28
9-15	" "	Strauss & Arnold	13.54
9-18	" "	E.W. Saulsby	62.00
9-18	" "	W.C. Shaw	15.30
9-18	" "	J. Eastebrook & Co.	24.30
8-18	" "	F.W. Cowles	7.27
9-19	" "	E.O. Rule	13.50
9-19	" "	Young Peck & Co.	189.25
9-19	" "	O.M. Pence & Co.	10.00
9-19	" "	C.B. Simpson	5.50
9-19	" "	J.C. Finneran	11.82
9-21	" "	F.W. Merrill	20.30
9-21	" "	M.J. Maloney & Co.	100.35
9-21	" "	J. Ed. Trott	94.17
9-25	" "	Wm. Epstine	61.54
3-25	" "	Peter Doran	21.93
4-4	" cash sale		5.75
4-27	" " "		.60
6-13	" Checks		2.85
9-5	" "	Hopper & Kulp	12.00
9-26	" "	Chas. Parrott, Clerk	16.65
		Total	1203.69

		The receiver credits himself as follows:	
8.00	3-28-08	To check O.F. VanOsdale, salary and expes.	$ 38.06.
63.05	3-27	" " Standard Oil Co.	2.00.
39.90	3-28	" " Payroll, weekly	124.97
10.00	3-28	" " W.D. Cameron, insurance	30.00
6.44	3-31	" " A. Hodges, ft. & drayage	3.51
7.71	3-31	" " Richwood Light Co.	1.00
1.37	4-1	" " Self, Postage	5.00
9.19	4-3	" " F.A. Spangler, express	1.50
21.00	4-3	" " Standard Oil Co.	3.38
9.80	4-3	" " Richwood Tel. Co.	1.50
7.16	4-4	" " Weekly Payroll	130.74
64.50	4-6	" " A. Hodges ft. & drg.	19.54
7.00	4-6	" " W.U. Tel. Co.	1.45
48.50	4-6	" " O.F. VanOsdale exp.	37.00
60.00	4-7	" " C.F. Rice, expert labor	12.50
31.88	4-10	" " Standard Oil Co.	3.00
16.50	4-11	" " weekly payroll	128.71
26.50	4-13	" cash for freight	.25
75.18	4-13	" " for paper	.75
60.50	4-14	" check A. Hodges ft & drg.	3.54
10.14	4-15	" " O.F. VanOsdale expe.	16.24
16.84	4-18	" " Standard Oil Co.	2.88
2.24	4-18	" " weekly payroll	120.61
47.28	4-24	" cash factory expenses	2.12
13.54	4-27	" " drayage	1.75
62.00	4-22	" check freight A. Hodges	8.22
15.30	4-23	" " O.F. VanOsdale sal+expe.	145.57
24.30	4-24	" " postage	5.00
7.27	4-24	" " Standard Oil Co.	2.00
13.50	4-25	" " Weekly payroll	127.54
189.25	4-29	" " A.J. Slick, factory expenses	4.85
10.00	5-2	" " J.L. Bailey + Co. Mdse.	203.47
5.50	5-2	" " weekly payroll	102.82
11.82	5-7	" " Smith Hogg + Co. Mdse.	137.71
20.30	5-8	" " Standard Oil Co.	1.50
100.35	5-2	" " F.N. Mead salary	21.00
94.17	5-2	" " Standard Oil Co.	2.00
61.54	5-1	" " F.N. Spangler express	.80
21.93	5-8	" " Richwood Tel. Co.	1.75
5.75	5-8	" " O.F. VanOsdale salary	125.00
.60	5-8	" " A. Hodges ft + drg.	8.65
2.85	5-8	" " O.E. VanOsdale expe.	25.86
12.00	5-9	" " F.A. Spangler	.85
16.65	5-9	" " weekly payroll	87.86
1203.69	5-13	" " F.A. Spangler express	1.85
	5-14	" " Amos Shute salary	10.00
	5-14	" " Loy Schultz rent	1.25
	5-14	" cash expense	.12

5-14	By check Jno. Scharf labor	5.30	7-8
5-16	" cash factory expense	1.25	7-8
5-16	" " stamps	.25.	7-8
5-16	" check weekly payroll	84.83	7-8
5-16	" " O. F. VanOsdale expes.	42.13	7-8
5-18	" cash stamps	.75	7-8
5-22	" check stamps	5.00	7-8
5-22	" " Standard Oil Co.	2.00	7-8
5-22	" " Banner Overall Co. under.	146.24	7-8
5-22	" " A. Hedges ft + drg.	8.45	7-8
5-22	" check Chas. Hill coal	9.61	7-11
5-23	" " weekly pay roll	69.83	7-11
5-25	" " J. L. Bailey + Co. Under.	48.65	7-2
5-25	" cash expense	.08	7-2
5-29	" check Porter Bros. under.	14.50	7-2
5-29	" " expense	2.00	7-2
5-29	" " O. F. VanOsdale expes.	22.26	7-2
5-29	" " weekly payroll	42.21	7-2
5-29	" cash expense	.05	7-2
6-1	" check A. Hedges ft. and drg	8.66	7-2
6-3	" " J. W. Crawford salary	15.00	7-2
6-5	" " Banner Overall Co.	160.15	7-2
6-5	" cash expense	.15	7-2
6-5	" check Standard Oil Co.	2.00	7-2
6-5	" " F. A. Spangler express	.95	7-2
6-5	" " W. U. Tel. Co.	1.41	7-2
6-6	" " weekly payroll	68.53	7-2
6-8	" " Richwood Tel. Co.	1.70	7-2
6-10	" " O. F. VanOsdale sal.	93.75	7-3
6-10	" " " expes.	18.45	7-8
6-12	" " A. Hedges ft + drg.	2.70	7-8
6-12	" " Standard Oil Co.	1.50	8-1
6-13	" " Dort Cahill, et. al. judgmt.	3000.00	8-1
6-13	" " stamps.	3.00	8-1
6-18	" " A. P. Jones commissions	50.00	8-3
6-18	" " F. Glick "	40.00	8-5
6-20	" " A. P. Jones "	50.00	8-6
6-24	" " A. Hedges ft + drg.	2.72	8-
6-25	" " F. Glick commissions	25.00	8-
6-25	" " O. F. Van Osdale, expes.	22.99	8-
6-27	" " ---------- boxes	2.00	8-10
6-27	" " weekly payroll	14.75	8-1
6-29	" " A. P. Jones commissions.	15.00	8-13
7-1	" Cash for stamps	.60	8-1
6-13	" check A. C. Eggert, rec. fees	150.00	8-13
7-3	" " for stamps	3.00	8-15
7-3	" " weekly payroll	13.50	8-20
7-3	" " A. P. Jones comm.	50.00	8-22
7-6	" " J. J. Mowrer, labor	3.00	8-24

5.30	7-8	To check Kruger Mfg. Co. rndse.	7.27
1.25	7-8	" " Reynolds & Reynolds rndse.	22.44
.25.	7-8	" " Bowen & Smith rndse.	1.20
84.83	7-8	" " A. Hedges ft & drg.	3.85
42.13	7-8	" " Emerson W. Price	.77
.75	7-8	" " Putnam Hooker Co. rndse.	102.64
5.00	7-8	" " Fearing Whitow Co. rndse.	212.45
2.50	7-8	" " Root McBride & Lew. rndse.	93.84
146.24	7-8	" " Fred Victor & Acelia rndse.	102.99
8.45	7-8	" " Central Ohio Paper Co. rndse.	4.18
9.61	7-11	" " F. A. Spangler expers.	1.20
64.83	7-11	" " weekly pay roll	12.00
48.65	7-20	" " A. P. Jones commrs.	50.00
.08	7-20	" " F.A. Spangler, expers.	.35
14.50	7-20	" " weekly pay roll	12.00
2.00	7-20	" " A. Hedges ft & drg.	4.59
22.26	7-21	" " Amer. Surety Co. bond	75.00
42.21	7-21	" " A. Hedges ft. & drg.	4.89
.05	7-24	" " Frank Bury	17.00
8.66	7-24	" " W. J. Wagner	2.00
15.00	7-24	" " E. W. Worden	2.50
160.15	7-24	" " A. P. Jones, commrs.	25.00
.15	7-25	" " J. W. Crawford salary	100.00
2.00	7-25	" " Burt Cahill et. al. judgmt.	2000.00
.95	7-25	To check weekly payroll	12.00
1.41	7-25	" " F. Glick commrs.	20.00
68.53	7-27	" " A. P. Jones "	25.00
1.70	7-29	" " A. Hedges ft & drg.	3.39
93.75	7-30	" cash expense	.35
18.45	7-8	" check Richwood Tel. Co.	1.60
2.70	7-8	" " stamps.	5.00
1.50	8-1	" " A.P. Jones commrs.	25.00
3000.00	8-1	" " C. H. Huffman	5.00
3.00	8-1	" " weekly pay roll	12.00
50.00	8-3	" cash expense	.25
40.00	8-5	" check Richwood Tel. Co.	1.50
50.00	8-6	" " A. P. Jones commrs.	50.00
2.72	8-7	" " pay roll	12.00
25.00	8-8	" " A. F. Glick	1.25
22.99	8-8	" " A. J. Bagley costs	5.00
2.00	8-10	" " A. Hedges ft & drg.	5.31
14.75	8-13	" " Richwood Deposit Bank	107.96
15.00	8-13	" " J. M. Patton costs	5.00
.60	8-13	" " F. Victor & Acelia	.71
150.00	8-13	" " C. S. Johnson	2.85
3.00	8-15	" " weekly payroll	12.00
13.50	8-20	" " A. P. Jones commrs.	25.00
50.00	8-22	" " weekly payroll	12.00
3.00	8-24	" " A. Hedges ft & drg.	2.84

8-24	Co check postage		5 00
8-25	" " A.P. Jones commr.		25.00
8-28	" " weekly pay roll		6.00
8-28	" cash stamps		.20
9-1	" check Hopper & Kulpak rudse.		660.00
9-1	" " A.P. Jones commr.		50.00
9-1	" " W.S. Hancock salary		10.48
9-2	" " Nichols costs		5.00
9-2	" " W.H. Kusted telgrms.		1.10
9-4	" " Richwood Trl. Co.		1.50
9-4	" " weekly payroll		6.00
9-4	" " A.P. Jones commr.		25.00
9-11	" " pay roll		4.75
9-14	" " A. Hedges ft + stg.		9.47
9-18	" " pay roll		9.75
9-19	" cash expense		.10
9-21	" check Jas. Monroe labor		3.00
9-21	" " Burt Cahill et al judgmt.		397.52
9-21	" " Al. C. Eggert rec. fees		200.00
9-21	" " W.S. Handcock		6.00
6-25	" cash W.J. Howard, atty fees.		5.00
6-13	" check weekly pay roll		79.84
6-20	" " weekly pay roll		49.29
6-26	" " Chas. Parrott, Clerk		20.00
	Total		$10235.24

Recapitulation.

Total charges	$12032.69
Total credits	$10235.24
Balance on hand.	$1797 45.

The State of Ohio, Union County, ss.

I, Al C. Eggert, receiver for The F.H. Mead Manufacturing Company, do make solemn oath that the within is a true and correct account of said receivership, as I verily believe.

Al. C. Eggert, Receiver.

Sworn to by the said Al. C. Eggert and by him subscribed before me this 26th. day of September, 1908.

Chas. Parrott
Clerk of Courts.

(Seal)

8742 Entry.

On September 26th, 1908, the following Entry was filed:-

Burt Cahill, et.al. Plaintiffs.
Vs.
The F.H. Mead Manufacturing Company, Defendant.

Court of Common Pleas,
Union County, Ohio,
September 26th, 1908.

This cause coming on for hearing on the petition of the receiver with his account attached thereto, and on consideration thereof, it is found by the court that the allegations of the petition are true and that the account is in all respects true and correct and in accordance with this order.

The court further finds that all things to be done by peti-

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triver as such receiver, have been done, nor does any duty remain to be performed by him.

It is further considered that a sum of $200 is a just and reasonable amount as compensation for said receiver.

Wherefore it is ordered and decreed that said receiver pay to plaintiffs herein the sum of $397.52; to the clerk of this court the costs herein taxed at $20.00, to himself as receiver's compensation, the sum of $200.00; and the balance remaining in his hands, towit, the sum of $1797.45 to the defendant herein; that said account is allowed and approved,

It is further adjudged and decreed that said A.C. Eggert be and is hereby discharged and relieved as such receiver, and that his bond is ordered cancelled.

Attest: Charles Parrott, clerk
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 3rd. day of September, 1908, the following Petition was filed with the clerk of said Court, towit:

8808. Petition

William Culbertson, Jr. as Receiver of William Culbertson and Company, Plaintiff.

vs.

Oscar Lucas, Defendant.

Court of Common Pleas, Union County, Ohio. September 3rd, 1908.

The Plaintiff says that he is the duly appointed, qualified and acting receiver of the property, moneys, rights and credits of the firm of William Culbertson and Company; that he was appointed by the Probate Court of Champaign County, Ohio; that this action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

$147.85 Mechanicsburg, Ohio, May 15th, 1897.

On or before one year after date, we jointly and severally promise to pay to the order of "William Culbertson and Company, at The Central Bank, Mechanicsburg, Ohio, One hundred forty seven and 85/100 dollars, for value received, with interest at eight per cent per annum, from date, Interest payable annually".

"And we authorize and empower any attorney of any Court of Record, at any time after the above sum becomes due to appear for us or either of us and confess judgment for said amount, interest and costs, in favor of the payee of this note or any indorsee thereof, and release all errors and the right of appeal.

"Oscar Lucas".

There are the following indorsements appearing upon said note:

June 26th, 1897,	By cash	$5.00
August 14th,	By cash.	5.00
Oct. 18th, 1897	Cash.	10.00
Nov. 3rd, 1898	By cash	15.00
June 18th, 1899	Buggy	33.80

In all the sum of (68.80) sixty eight and 80/100 dollars

There is due to Plaintiff from the Defendant on said note, the sum of One Hundred eighty one dollars, which he claims with interest from the 3rd. day of September, A.D. 1908, at eight per cent per annum, and for which with costs of suit, he asks judgment against the Defendant.

G. B. Ware, Attorney for Plaintiff.

The State of Ohio, Champaign County, ss.

William Culbertson, Jr. being sworn, says that he is the plaintiff in the above entitled action, and that the facts stated and allegations in said Petition are, as affiant believes, true.

William Culbertson.

Sworn to before me, and signed in my presence, this 3rd. day of September, A.D. 1908.

(Seal) G. B. Ware, Notary Public.

8808 Answer.

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8808 Entry.

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Notary Public.

1808
Answer.

On September 3rd, 1908, the following Answer was filed:-

William Culbertson, Jr. as
Receiver for William Culbertson
and Company, Plaintiffs.
Vs.
Oscar Lucas.

Court of Common Pleas,
Union County, Ohio,
September 3rd, 1908.

The Defendant, Oscar Lucas by Lewis D. Johnson, his Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters his appearance herein; and said Defendant, by Lewis D. Johnson, 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 his Petition set forth, and that the amount due upon said indebtedness at this day is the sum of One hundred eighty one dollars, bearing interest at eight per cent. per annum, and therefore, for that sum, with interest from September 3rd, at 8 per cent. per annum, and accruing costs, he confesses judgment in favor of the Plaintiff, and waives and releases all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein.

Louis D. Johnson,
Attorney for Defendant.

1808
Entry.

On September 3rd, 1908, the following Entry was filed:-

William Culbertson, Jr., as
Receiver for William Culbertson
and Company, Plaintiffs
Vs.
Oscar Lucas.

Court of Common Pleas,
Union County, Ohio,
September 3rd, 1908.

This day came the Plaintiff by Thomas B. Ware, his Attorney, and filed his Petition against said Defendant, and thereupon Lewis D. Johnson, an Attorney-at-Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said Defendant, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendant, waived the issuing and service of process, entered the appearance of said Defendant herein, and acknowledging that said 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 eighty one dollars, bearing interest at 8 per cent. per annum, and that said Plaintiff ought to recover of said Defendant a judgment for that sum. It

is therefore considered by the Court here that the said William Culbertson, Jr., Plaintiff, dore recover of the said Oscar Lucas, Defendant, the sum of One hundred eighty one dollars, so confessed, as aforesaid, with interest from September 2nd. at 8 per. cent. per annum, and also costs in his behalf expended, taxed to * and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said Defendant waived and released.

Attest: Charles Barrett, Clerk
By Hester McCrory, Deputy.

8792
Petition.

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Pleas continued and held at the Court House at Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit on the 1st. day of August, 1908, the following Petition was filed with the clerk of said Court, towit:

8792
Petition.

Florence E. Hombrock, Plaintiff.
Vs.
Frank Hombrock Defendant.

Court of Common Pleas,
Union County, Ohio,
August 1st, 1908.

The plaintiff says:

That she has been, and is, a bona fide resident of Union County, 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 29th. day of December, A.D. 1906, at Marysville, in said state, and has ever since said date conducted herself toward defendant, so far the circumstances of the case, as stated below, would permit, as a faithful and obedient wife.

That at the January Term of the Common Pleas Court of Union County, and State of Ohio, and before this action was commenced, defendant was brought into court, in the custody of the Sheriff, and being arraigned, entered a plea of guilty of the crime of rape, and was thereupon sentenced by said court to confinement in the Penitentiary of the state for one year and one day, which sentence and judgment still remain in full force and unreversed, and said defendant, in pursuance of said sentence, is now confined in said penitentiary.

Wherefore, plaintiff prays that she may be restored to her former name of Florence Judd, and that she may be divorced from defendant, and that she may have such other and further relief to which she may be entitled.

E. W. Porter.
Attorney for Plaintiff.

The State of Ohio, Union County, ss,

Florence E. Hombrock, the plaintiff herein, being sworn, makes oath, that the facts stated in the foregoing petition are true, as she believes.

Florence E. Hombrock.

Sworn to by said Florence E. Hombrock before me, and signed in my presence this 31st. day of July, A. D. 1908.

Edward W. Porter,
Notary Public, Union County, Ohio.

(Seal)

8792
Precipe.

On August 1st. 1908, the following Precipe was filed:-

Florence E. Hombrock, Plaintiff.
Vs.
Frank Hombrock, Defendant.

Court of Common Pleas,
Union County, Ohio,
August 1st, 1908.

To the Clerk:

Please issue a summons upon the petition in the above entitled case, directed to the sheriff of Franklin County, Ohio, which,

with a copy of the petition herein, have served upon the defendant, at the Ohio Penitentiary, returnable according to law. Endorse, "Action For Divorce."

E. W. Porter,
Attorney for Plaintiff.

8792 Summons.

On August 1st, 1908, the following Summons was issued:-

Florence E. Hombrock, Plaintiff,
vs.
Frank Hombrock, Defendant.

Court of Common Pleas,
Union County, Ohio,
August 1st, 1908.

To the Sheriff of the County of Franklin:

You are commanded to notify Frank Hombrock that Florence E. Hombrock 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 being imprisoned in the Ohio Penitentiary, and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons, on the 10th. day of August, A.D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 1st. day of August, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Franklin County, ss.

Received 9 o'clock, A.M. on the 3rd. day of August, A.D. 1908, and on the 4 day of August, A.D. 1908, I served the same upon the defendant Frank Hombrock by personally handing a true copy thereof, together with a certified copy of the petition in this case.

George J. Karb, Sheriff
By Chas. L. Reese, Deputy.

8792 Entry.

On September 26th, 1908, the following Entry was filed:-

Florence E. Hombrock, Plaintiff,
vs.
Frank Hombrock, Defendant.

Court of Common Pleas
Union County, Ohio,
September 26th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons and process; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 24th. day of December, 1906, as alleged in said petition, and that one child, Earnestine, was born of said marriage, and has since been regularly adopted according to law by one Robert Walters residing in Marion County, Ohio, and that the defendant has been guilty of the crime of rape, and was thereupon sentenced by said court to confinement in the penitentiary of the state for one year and one day, which sentence and judgment still remain in

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Common Pleas,
County, Ohio,
1st, 1908.

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Common Pleas
County, Ohio,
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full force and unreversed, and said defendant is now confined in said penitentiary as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff be, and she hereby is, restored to her maiden name of Florence Judd, and that the defendant pay the costs of this action taxed at $, for which execution is awarded.

Attest: Charles Parrott, Clerk,
By Hester McBroom, 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 John M. Brodrick, Judge of said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 29th. day of August, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8793, Petition

Court of Common Pleas,
Union County, Ohio;
August 29th, 1908.

Newell E. Liggett, Plaintiff
Vs.
Josie D. Liggett, Defendant.

The Plaintiff says;

That he has been an actual resident of Union County, Ohio, and has a bona fide residence in said State for more than one year last past.

That he was married to the defendant on the 3rd. day of October, A.D. 1897, near Magnetic Springs, Ohio, and has ever since said date, conducted herself as a faithful and obedient husband. That one child, Eva Belle Liggett, aged eight years, is the issue of said marriage.

That the defendant, disregarding her marital duties as a wife, has been guilty of gross neglect of duty toward the plaintiff, since the date of said marriage, to the date of their separation, towit, on or about April 30th. 1908, defendant left plaintiff while they resided at Magnetic Springs, Ohio, and they have lived separate and apart since said date. That defendant refused to live with plaintiff as man and wife, since May 1907, and she also locked her bed-room door against him while they were living together. The defendant was also out late of nights while plaintiff was at home, and he would not know where she was.

That defendant has been guilty of extreme cruelty and often times she was very abusive toward plaintiff, using profane language, and on or about December 1907, she threatened to kill him. And on or about July 15th, 1908, while living in Delaware, Ohio, she eloped with William E. Durfey, a married man, an auctioneer of that city, and caused a great scandal and write-up in news-papers of Delaware, Ohio, and since said date plaintiff has never heard of her.

Wherefor plaintiff prays, that he may be divorced from defendant, and that he may have such other and further relief, to which in law and equity, he may be entitled.

John L. Longhrey.
Attorney for the plaintiff.

The State of Ohio, Union County, ss.

Newell E. Liggett, the plaintiff herein, being sworn, makes oath that the facts stated in the foregoing petition are true, as he believes.

Newell E. Liggett

Sworn to by the said Newell E. Liggett, before me, and signed by him in my presence this 1st. day of August, 1908.

(Seal)

John L. Longhrey, Notary Public
Union County Ohio.

8793 Affidavit for Publication

8793 Proof of Publication

8793 Entry.

8793
Affidavit for Publication

On August 29th, 1908, the following Affidavit for Publication was filed:-
Nurell E. Liggett, Plaintiff.
vs.
Josie D. Liggett, Defendant.
Court of Common Pleas,
Union County, Ohio.
August 29th, 1908.

The State of Ohio, Union County, ss.

Nurell E. Liggett the said Plaintiff, being sworn, says that the Defendant, Josie D. Liggett is non resident of Ohio, and that service of summons on her cannot be made in this State; that the residence of said Josie D. Liggett is unknown to the Plaintiff, and cannot with reasonable diligence be ascertained; and that service of summons on her cannot be made; and that the case is one of those mentioned in Section 5045 of the Revised Statutes of Ohio.

Nurell E. Liggett.

Sworn to before me and signed in my presence, this 1st. day of August, 1908.

(Seal) Charles Parrott, Clerk.

8793
Proof of Publication

On September 28th, 1908, the following Proof of Publication was filed:-
Nurell E. Liggett, Plaintiff.
vs.
Josie D. Liggett, Defendant.
Court of Common Pleas,
Union County, Ohio,
September 28th, 1908.

Josie D. Liggett, whose place of residence is unknown to plaintiff, will take notice that Nurell E. Liggett did on the 1st. day of August, 1908, file his petition in the Common Pleas Court of Union County, Ohio, making her defendant, and praying for a divorce, and such other further relief in law and equity he may be entitled to, on the grounds of gross neglect of duty and extreme cruelty. The said Josie D. Liggett is required to file an answer to said petition on or before the 26th. day of September, 1908, when the case will be called for hearing.

Nurell E. Liggett.

The State of Ohio, Union County, ss.

Personally appeared before me J. W. Greiner and made solemn oath, that the notice, a copy of which is hereto attached was published for six consecutive weeks on and next after August 12th, 1908 in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

J. W. Greiner

Sworn to before me and signed in my presence this 28th. day of September A.D. 1908.

(Seal) Chas. Parrott.

8793
Entry.

On September 28th. 1908, the following Entry was filed:-
Nurell E. Liggett, Plaintiff.
Vs.
Josie D. Liggett, Defendant.
Court of Common Pleas,
Union County, Ohio,
September 28th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by publication according to law, and that she has failed to appear and is in default for

answer or demurrer to the petition, and that the allegations thereof are confessed by her to be true; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 3rd. day of October, 1897, as alleged in said petition, and that one child, Eva Dell Liggett, was born of said marriage, and that the defendant has been guilty of gross neglect and extreme cruelty, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff

The court finds that the contract, or post-nuptial agreement, entered into by the parties hereto, dividing the property and giving the defendant the custody, care, maintenance, education of said child, is a valid and subsisting contract; that its terms are satisfactory to both parties, and therefore confirms the same, and the defendant be forever barred of dower, in any property that plaintiff may have or acquire. It is decreed that the plaintiff pay the costs of this proceeding taxed at $11.53, and that this case be recorded.

Johnson

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

8769
Petition.

Plea continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, to-wit, on the 26th. day of May, 1908, the following Petition was filed with the Clerk of said Court, to-wit:

8769
Petition.

The Guarantee, Title & Trust Company, a corporation, Plaintiff.
vs.
R.S. Fry, W.R. Fry, W.A. Fry and Alice Fry, Defendants.

Court of Common Pleas,
Union County, Ohio;
May 26th, 1908.

The plaintiff is a corporation, duly organized under the laws of the State of Ohio, having its principal place of business at the City of Columbus, Franklin County, Ohio.

On or about the 31st. day of August, A.D. 1905, for a valuable consideration, the defendants executed and delivered to one Samuel B. Hartman doing business in the trade name and style of the Hartman Stock Farm, their certain promissory note of that date, and thereby promised to pay to said the Hartman Stock Farm or order, two years after the date of said promissory note, the sum of One Thousand Dollars, with interest thereon at six per cent. per annum, payable annually, a true copy of said promissory note is in the words and figures following, to-wit:

"$1000.00. Columbus, O., Aug 31, 1905

Two years after date, for value received, we or either of us promise to pay Hartman Stock Farm, or order, the sum of One Thousand and 00/100 Dollars at the Bank of Plain City, Plain City, O. with interest at 6 per cent. per annum, interest payable annually.

R.S. Fry
W.R. Fry
W.A. Fry
Alice Fry."

Said promissory note bears the following only endorsement:

"The Hartman Stock Farm per J.A. Hedges, Cashier; The Hartman Stock Farm Co., per J.A. Hedges, Treasurer."

On or about the 1st. day of June, 1906, said Samuel B. Hartman, acting in his said trade name of the Hartman Stock Farm, for a valuable consideration and in the usual course of business, sold and transferred said promissory note to The Hartman Stock Farm Company.

On or about the 1st. day of July, 1907, and before the maturity of said promissory note, the said The Hartman Stock Farm Company, for a valuable consideration and in the usual course of business, sold and endorsed said promissory note to this plaintiff, who has since been and still is the legal owner and holder thereof.

There is due the plaintiff from the defendants by reason of the premises the sum of One Thousand Dollars ($1000.00) with interest thereon at six per cent. per annum, from the 31st. day of August, 1905, computed with annual rests, which plaintiff claims

and for which it prays judgment.

Crum, Raymond & Hedges.
Attys. for Pltff.

State of Ohio, Franklin County, ss:

Geo. L. Gugle, being duly sworn, says that he is the Secretary of The Guarantee, Title & Trust Company, a corporation, and that the statements and allegations of fact contained in its foregoing petition are true as he verily believes.

Geo. L. Gugle.

Sworn to before me and subscribed in my presence by George L. Gugle, this 20 day of May, A.D. 1908.

Hugh Huntington, Notary Public,
Franklin County, Ohio.

(Seal)

8769 Precipe. On May 26th, 1908, the following Precipe was filed:-

The Guarantee, Title & Trust Company, a corporation, Plaintiff.
Vs.
R. S. Fry, et. al. Defendants.

Court of Common Pleas,
Union County Ohio.
May 26th, 1908.

To the Clerk:

Issue summons to the Sheriff in the above entitled action for defendants, R. S. Fry, W. R. Fry, W. A. Fry and Alice Fry. Endorse thereon: "Action for money only; amount claimed $1000.00 with interest at six per cent. per annum from August 31, 1905."

Crum, Raymond & Hedges,
Attys for Pltff.

8769 Summons. On May 26th, 1908, the following Summons was issued:

The Guarantee, Title & Trust Company, a corporation, Plaintiff
Vs.
R. S. Fry, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
May 26th, 1908.

To the Sheriff of Union County:

You are hereby commanded to notify R. S. Fry, W. R. Fry, W. A. Fry and Alice Fry that they have been sued by The Guarantee, Title & Trust Company, in the Court of Common Pleas of Union County and must answer by the 27 day of June, A. D. 1908, 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 June, A. D. 1908.

Witness my hand and the seal of said Court, this 26th. day of May, A. D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ May 26th A. D. 1908 at one o'clock P. M., and on the first day of June, 1908, I served same by personally handing the within named R. S. Fry, W. R. Fry, W. A. Fry and Alice Fry true and certified copies hereof, with all the endorsements thereon.

W. C. Bolenbaugh, Sheriff

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8769
Entry.

On September 29th, 1908, the following Entry was filed:-

The Guarantee, Title & Trust
Company, a corporation, Plaintiff.
Vs.
R.S. Fry, W.R. Fry, W.A. Fry
and Alice Fry, Defendants.

Court of Common Pleas,
Union County, Ohio,
September 29th, 1908.

This cause came on to be heard on the petition of the plaintiff and the court finds that each and all of the defendants have been duly served with summons herein and are in default for answer and demurrer, and the facts and allegations of the plaintiff's petition are thereby by them, and each of them, confessed to be true; that since the filing of plaintiff's said petition, the defendants have paid on the note sued on in said petition the sum of Four hundred and eighty-two and 27/100 ($482.27) Dollars and have paid on the costs in this case the sum of Seventeen and 73/100 ($17.73) Dollars. The court further finds that the defendants, R.S. Fry, W.R. Fry, W.A. Fry and Alice Fry, and each of them, are indebted to the plaintiff in the sum of $707.18.

It is therfore considered by the court that the said plaintiff recover from the said defendants and each of them the sum of $707.18, and its costs herein expended, taxed at $.

Attest: Charles Parrott, Clerk
By Hester McCrory, Deputy.

Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the September Term A.D. 1908.

Be it remembered that heretofore, towit, on the 3rd. day of October, 1908, the following Petition was filed with the clerk of said Court: towit,

8818 Petition.

The Citizens Banks Company of Rushsylvania, Plaintiff.

Vs.

George W. Stokes, Mary A. Stokes, C.C. Stokes John P. Bowen, Defendants.

Court of Common Pleas, Union County, Ohio; October 3rd, 1908.

The Citizens Bank Company of Rushsylvania, the above named Plaintiff says that there is due to it from George W. Stokes, Mary A. Stokes, C.C. Stokes and John P. Bowen, Defendants, on a promissory note made by the Defendants, dated the 27th day of May, A.D. 1908, a copy of which note, with the warrant of Attorney thereto annexed, is herto attached, the sum of Two Hundred and fifty Dollars, with interest thereon at eight per cent per annum, from the 27th day of May, A.D. 1908. The Plaintiff further says that it is legal owner and holder of said note, that the same is due and unpaid, except the sum of five dollars and forty four cents paid thereon, on June 5, 1908.

Whereupon, the Plaintiff ask judgment against said Defendants for the sum of Two Hundred and forty five Dollars and fifty six cents, with interest at eight per cent per annum from the 5th. day of June, A.D. 1908.

Sowerstein & Hueton, Attys for Plffs.

The State of Ohio, Union County, ss.

Lewis W. Fawcett, Vice President of the Citizens Banks Company, the above named Plaintiff, being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff is a corporation doing Banking business at Rushsylvania, Ohio, and he is Vice President of said Corporation.

L.W. Fawcett.

Subscribed by Lewis W. Fawcett in my presence, and sworn to by him befor me, this 3rd. day of October, A.D. 1908.

(Seal) Charles Parrott, Clerk of Courts.

8818 Answer.

On October 3rd, 1908, the following Answer was filed:

The Citizens Bank Company of Rushsylvania, Plaintiff.

Vs.

George W. Stokes, Mary A. Stokes, C.C. Stokes and John P. Bowen, Defendants.

Court of Common Pleas, Union County, Ohio. October 3rd, 1908.

And now come George W. Stokes, Mary A. Stokes, C.C. Stokes and John P. Bowen, the above named Defendants, by the undersigned Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants for the sum of Two Hundred and fifty one Dollars, and fifty two cents, the amount appearing due for principal and interest on

8818 Entry.

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said note, and also consent that judgment be entered in the same man-
ner against Defendants for costs of this action, and all errors are hereby
released, and Defendants right to appeal, and to the appraisal of real estate
levied on by virtue of any execution issued on the judgment in this
case, is hereby waived.
October 3rd, 1908.

Richard L. Cameron,
Atty. for Dfts.

8818 Entry. On October 3rd, 1908, the following Entry was filed:-
The Citizens Bank Company,
of Rushsylvania, Plaintiff,
Vs.
George W. Stokes, Mary A. Stokes, C. C.
Stokes and John P. Bowne, Defendants.

This day came the Plaintiff by Townsteen & Hector, Attorneys and
thereupon came Richard L. Cameron, one of the Attorneys of Record of this
Court, who, by virtue of a warrant of Attorney duly executed, and now
produced in open Court and duly proven, waived the issuing and
service of process, and entered appearance of said Defendants herein,
and by virtue of the same warrant of Attorney, confesses that there is
due from said Defendants to said Plaintiff, as is alleged in said
Plaintiff's petition, the sum of $251.42. It is therefore considered
that said Plaintiff do recover of said Defendant the said sum of
$251.42, so as aforesaid confessed to be due, together with costs of
suit herein, to be taxed and with interest to be computed at the
rate of eight per centum per annum. And by virtue of said war-
rant of Attorney, all errors are released, and all right of appeal,
and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk
By Hester McGroarty, 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 John M Brodrick, Judge of the said Court at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 27th. day of August, 1908, the following Petition was filed with the Clerk of said Court, towit:

8803 Petition.

In the matter of transferring the funds of the Milford Center Village School District.

Court of Common Pleas, Union County, Ohio. August 27th. 1908.

The petitioners, the Board of Education of the Milford Center Village School District, say that O. E. Laurence, B. E. Baker, C. U. Davis, M. T. Flaherty and L. F. Erb are the duly elected and qualified members of the said board of education and that O. E. Laurence is the President of said board.

It further states that the inspector of Workshops and Factories has refused the certificate as provided for in Section 1536-313 of the Revised Statutes of Ohio until certain specified alterations and repairs are made, for the schoolbuilding now used for the accomodation of the pupils of the said district; that the said board have been notified of his said refusal, and unless the said alterations and repairs shall be made immediately, said board will be without any schoolhouse accomodation for its pupils.

That the said alterations and repairs will cost approximately Three thousand five hundred Dollars.

That there is but $938.00 now in the contingent fund of the said district.

That there is now $2595.75 in the tuition fund of the said district, all of which it will be necessary to transfer to the contingent of the said district, in order that the said board will have sufficient funds in said contingent fund to make the necessary alterations and repairs as aforesaid.

8803 Proof of Publication.

That in pursuance of the desire of the said board of education at an adjourned session of the regular meeting of the said board at its regular place of meeting on the 26th. day of August, 1908 duly held with all of the said members of the board present and voting, the following resolution was duly passed thereby: "Whereas, it is necessary that an heating and ventilating system be installed in the Milford Center Village School Building and for the making other repairs to make such building meet the requirements of the order of the Inspector of Workshops and Factories and to obtain their certificate required by law, for which it will require approximately $3500.00, and whereas, there is now in the contingent fund, subject to being used for such purpose $938.00)

And whereas, there is now in the contingent fund $2595.75, and whereas the transfer of the said tuition funds, amounting to $2595.75 to the contingent fund, amounting to $938.00 is necessary to enable the board of education to comply with the said order of the inspector of Workshops and Factories.

Therefore, be it resolved by the board of education of Milford Center Village School District of Milford Center, Union County, Ohio, that it

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27th. day of August,
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is necessary, for the purpose above set forth, to transfer the said sum of $2595.75 of the said tuition fund from the tuition fund to the contingent fund of the said district.

Be it further resolved that the President of said board be and that he is authorized to confer with the Prosecuting Attorney and file or cause to be filed, the petition of this board of education as required by Section 2283-3 of the Revised Statutes of Ohio, and to take all the necessary steps to procure an order from the said court to transfer the said sum as indicated in the foregoing resolution."

A motion was made by L. F. Erb and seconded by C. V. Davis that the above resolution be adopted.

The vote on roll call on said motion was as follows:-

Erb, yes; Flaherty, yes; Davis, yes; Lawrence, yes; Baker Yes. The motion was duly declared carried by the President.

Petitioners further say that the resolution and the proceedings thereon fully appear in the minutes of the said meeting.

Wherefore the said board prays the court for an order to transfer the said $2595.75 from the said tuition fund to the contingent fund of the said district.

Frank J. Ballinger
Attorney for the Petitioners.

State of Ohio, Union County, ss.

C. E. Lawrence, being first duly sworn, says that he is the President of the board of education of the Milford Center Village School District of Milford Center, Ohio, and that the allegations of the foregoing petition are true as he verily believes.

C. E. Lawrence.

Sworn to before me and subscribed in my presence this 27th. day of August, A. D. 1908.

Chas. Parrott,
Clerk of Courts.

(Seal)

8803 Proof of Publication.

On October 2nd, 1908, the following Proof of Publication was filed:-

In the matter of transferring the funds of the Milford Center Village School District.

Court of Common Pleas,
Union County, Ohio,
October 2nd, 1908.

Notice is hereby given that the Board of Education of Milford Center, Ohio, Village School District on the 27th. day of August, 1908, filed a petition in the Court of Common Pleas, of Union County, Ohio, asking for an order to transfer funds of said school district from the tuition to the contingent fund of the said school district. The same will be for hearing on the 3rd. day of October, 1908.

C. E. Lawrence, President of the
Board of Education.

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 1 week on and next after Sept 2" 1908 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 2 day of October, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

8803 Entry.

On October 3rd, 1908, the following Entry was filed:-

In the matter of the transfer of funds of the Milford Center Village School District.

Court of Common Pleas, Union County, Ohio, October 3rd. 1908.

This cause coming on to be heard on the petition and the evidence the court finds that due notice by publication in the Marysville Tribune and the Union County Journal, to papers of opposite political parties and of general circulation in the said Milford Center Village School District, has been given.

The court finds that the petition states sufficient facts and that a necessity exists for the transfer of the funds asked for in the petition, and that no injury will result by the granting the prayer of the petition.

The prayer of the petition is therefore granted and it is ordered by the court that the petitioners herein transfer Two thousand five hundred ninety five and 75/100 Dollars ($2595.75) from the tuition fund to the contingent fund of the said Milford Center Village School District as prayed for in the petition herein.

Attest: Charles Parrott, Clerk,
By Hester McCorry, Deputy.

8819 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 John M. Prodrick, Judge of the said Court at the September Term, A. D. 1908.

Be it remembered that heretofore, towit: on the 6th. day of October, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8819
Petition

E. P. Dorrn and J. J. Dorrn, Plaintiffs;
Vs.
W. L. Willits and
R. D. Pelle, Defendants.

Court of Common Pleas,
Union County, Ohio,
October 6th. 1908.

Plaintiffs says the defendants, on the 21st. day of March, A. D. 1908, executed and delivered to the plaintiffs, E. P. Dorrn and J. J. Dorrn their promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, are hereto attached, marked "Exhibit A", and made a part of this petition.

"$166.94. Bellefontaine, Ohio, March 21, 1908.

Six months after date, we, or either of us, promise to pay to E. P. Dorrn and J. J. Dorrn, or order, One Hundred Sixty Six and 94/100 Dollars at The Bellefontaine National Bank, for value received, with interest at 6 per centum per annum, payable semi-annually until paid, and interest at the same rate on interest overdue.

And we hereby authorize and empower any Attorney-at-Law, at any time after the above note becomes due, to appear for us or any of us, without process, in any court of record, and waive the issuing and service of process, and confess and consent to a judgment against us jointly, or severally, or against any of us, for the amount of said note, and interest and costs in favor of the legal holder of said note, and to consent that said judgment bear interest at the rate of eight per centum per annum, payable annually until paid, and to release all errors, and waive all right of appeal, and all right to file any petition in error. And we, the sureties on said note, waive notice of any extension of time to the principal of said note, and consent that an extension of time of payment may be granted.

Witness our hands and seals this 21st. day of March, A. D. 1908.

W. L. Willits (Seal)
R. D. Pelle. (Seal)"

Said note is unpaid, and there is now due from defendants to the plaintiffs on said note, the sum of One Hundred and Seventy One dollars and ninety four cents, with interest at the rate of six per cent. per annum, from the twenty first day of September, 1908, wherefore plaintiffs pray judgment against said defendants for the sum of One Hundred and seventy one dollars and ninety four cents, with interest thereon from the 21st. day of September, 1908, at the rate of six per cent. per annum till paid, and for costs of suit.

John R. Cassidy,
Attorney for Plaintiffs.

The State of Ohio, Logan County, ss.

John R. Cassiday, being sworn, says that he is the attorney of said plaintiffs, that this action is brought upon an instrument in

writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

John R. Cassidy.

Sworn to by said John R. Cassidy before me, and by him signed in my presence, this 5th. day of October, 1908.

John A Price, Notary Public
in and for Logan Co. Ohio.

(Seal)

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Answer

On October 6th, 1908, the following Answer was filed;

E.P. Dorrie and
J.J. Dorrie, Plaintiffs,
Vs.
W.L. Willits and
R.D. Preble, Defendants.

Court of Common Pleas,
Union County, Ohio,
October 6th, 1908.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiffs, against said defendants, on said note, for the sum of One Hundred and seventy two dollars and thirty seven cents, being the amount appearing due for principle and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

F.A. Thompson
Attorney for Defendants.

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Entry.

On October 6th, 1908, the following Entry was filed:-

E.P. Dorrie and J.J. Dorrie, Plaintiffs,
Vs.
W.L. Willits and R.D. Preble,
Defendants,

Court of Common Pleas,
Union County, Ohio.
October 6th, 1908.

This day came the plaintiffs, by their attorney; also appeared in open court, for and on behalf of said defendants, F.A. Thompson, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, showed to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs for One Hundred and seventy-two dollars and thirty seven cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiffs recover of said defendants the sum of One Hundred and seventy two dollars and thirty seven cents, being the amount of said note with interest computed at six per cent. per annum, from the 21st. day of September, 1908; and also their costs herein expended, taxed at $.

Attest; Charles Parrott, Clerk
By Hester McBrory, 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 John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 18th. day of January, 1908, the following Petition was filed with the Clerk of said Court, towit:

8717
Petition.

Court of Common Pleas,
Union County, Ohio,
January 18th, 1908.

Alice Schofield, Plaintiff,
vs.
Thomas Schofield, Robert Taylor and Mary E. Taylor, Defendants.

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

That she and the said defendant, Thomas Schofield, were married to each other, on or about the twenty fifth day of July, A.D. 1904, at Marysville, Ohio; that she has always conducted herself as a true and faithful wife to said Thomas Schofield; That there are no children of this said marriage; That said Thomas Schofield has been guilty of extreme cruelty to this plaintiff in this, towit, viz:-

That he, the said Thomas Schofield at different times threatened to kill her, the said plaintiff, and at the point of a loaded pistol, and with violent cursings and swearings, compelled her, the said plaintiff to leave her home in great fear of her life, upon four different occasions, towit: On Aug. 15th 1904; On Aug. 5th 1905; On Dec. 3rd 1905 and on Nov. 12th, 1907.

And the plaintiff further says that the defendant, Thomas Schofield is guilty of habitual drunkeness for the last three years and more.

And the plaintiff further says that her husband, Thomas Schofield, owns personal property of the value of Three hundred dollars, ($300.00), consisting mainly as follows: Live stock $200.00, moneys $100.00.

And also is the owner of the following described real estate situate in the County of Union, State of Ohio, and in the Township of Taylor, Surveys Nos. 6493 and 5629 and bounded and described as follows: Beginning at two ashes and an elm tree at the North west corner of Samuel Wheeler's land; Thence 9° 15' E. 60 poles to a stake; Thence S. 80° 30' to a stake; Thence Northward to a stake; Thence to place of beginning, containing ten (10) acres of land.

Also a part of Whiting Surveys No. 6493 and 5629, beginning at South east corner of Thomas Griffiths land, in the North line of J. C. Fowler's land; Thence west with said line 13½ poles to a stone; Thence North 64½ poles to a stone; Thence East 13½ poles to a stake; Thence South 71.2 poles to the place of beginning, containing six (6) acres of land, and being the same premises this day conveyed to said George Paver, grantor herein, by Charles Grannan and his wife, Bertha Grannan;

And the plaintiff further says that the said defendants, Robert Taylor and Mary E. Taylor, his wife, claim an interest in the above described

real estate of her said husband.

And the plaintiff further says that at the time of and prior to her said marriage with the defendant, Thomas Schofield, her name was Alice McAdow.

Wherefore, the plaintiff prays that the said Robert Taylor and Mary E. Taylor, his wife, be required to set up their claim herein, if any, in said above described premises of said Thomas Schofield; that the plaintiff be adjudged and decreed a divorce from her said husband, Thomas Schofield, and that the bonds of their said marriage may be absolutely dissolved; that she be granted and adjudged such sufficient alimony, for her proper support of herself, according to her rank and condition in life, as may be just, which alimony shall be made a charge and lien upon said real estate of said Thomas Schofield, in whose hands soever the same may come; that she be restored to her said former name of Alice McAdow; for her costs and reasonable attorneys fees; and for all proper relief.

Alice Schofield,
By J. N. Willis, her atty.

8717 Precipe. On January 18, 1908, the following Precipe was filed:-

Alice Schofield, Plaintiff.
Vs.
Thomas Schofield, Robert Taylor and Mary E. Taylor, Defendants.

Court of Common Pleas,
Union County, Ohio,
January 18th, 1908,

To Clerk:- Issue a summons in this case, returnable according to law. Endorse "Divorce and Alimony."

8717 Summons. On January 18th, 1908, the following Summons was issued:-

Alice Schofield, Plaintiff.
Vs.
Thomas Schofield, et al, Defendants.

Court of Common Pleas,
Union County, Ohio
January 18th, 1908.

To the Sheriff of the County of Union.

You are commanded to notify Thomas Schofield that Alice 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 &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 27th day of Jan. A.D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 18th day of January, A.D. 1908.

Charles Parrott, Clerk
(Seal) By Hester McBrory, Deputy Clerk.

Sheriff's Return.

Received 10 o'clock A.M. on the 22 day of Jan. A.D. 1908, and on the 22 day of Jan. A.D. 1908, 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.

D. C. Bolenbaugh, Sheriff.
By Jamie Guy, Deputy.

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Summons.

On January 18th, 1908, the following Summons was issued:-
Alice Schofield, Plaintiff.
Vs.
Thomas Schofield, Robert Taylor and Mary E. Taylor, Defendants.
Court of Common Pleas,
Union County, Ohio,
January 18th, 1908.

To the Sheriff of Union County:

You are hereby commanded to notify Robert Taylor and Mary E. Taylor that they have been sued by Alice Schofield in the Court of Common Pleas of Union County and must answer by the 15th day of February A.D. 1908, 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 January, A.D. 1908.

Witness my hand and the seal of said Court, this 18th day of January, A.D. 1908.

Chas. Parrott, Clerk
By Hester McBroom, Deputy.

(Seal)

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Jan. 22nd A.D. 1908 at 9 o'clock, A.M. and served same by personally handing to the within named Robert Taylor and Mary E. Taylor true and certified copies of this writ, with all the endorsements thereon, this 24th day of Jan. 1908.

D. C. Boleubaugh, Sheriff
By Fred Boleubaugh, Deputy.

8717
Entry.

On October 7th, 1908, the following Entry was filed:-
Alice Schofield, Plaintiff.
Vs.
Thomas Schofield, et al, Defendants.
Court of Common Pleas,
Union County, Ohio
October 7th, 1908.

Leave is this day given to withdraw cross-petition and answer of Thomas Schofield, answer and cross-petition of Robert Taylor and Mary E. Taylor, and reply of the plaintiff, Alice Schofield, thereto, and the same is done.

8717
Entry.

On October 7th, 1908, the following Entry was filed:-
Alice Schofield, Plaintiff.
Vs.
Thomas Schofield, Robert Taylor and Mary E. Taylor, Defendants.
Court of Common Pleas,
Union County, Ohio.
October 7th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons and process; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 20th. day of July, 1904, as alleged in said petition. And that there was no children born of said marriage, and that the defendant has been guilty of extreme cruelty and habitual drunkenness for three years last past, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in

said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here discolved, and the said parties are hereby released therefrom, and that said plaintiff is hereby restored to her former name of Alice McAdow.

The court further find that the petition as to Robert Taylor and Mary E. Taylor, is not true as alleged, and therefore the same is dismissed as to said defendants and the question as to the title to the land described in said petition is dismissed and the title is found by the court to be of law and right in the name of said Robert Taylor and Mary E. Taylor.

Alimony settled between parties and paid. And the defendant, Thomas Schofield, is ordered to pay the costs in excess of the deposit of $15.00, of this proceeding taxed at $, and that this case be recorded.

Attest: Charles Parrott, Clerk,
By Hester McBroom, Deputy.

8789
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 John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 27th. day of July, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8789
Petition.

Carrie A. Ledley, Plaintiff,
vs.
Edward E. Ledley, Defendant.

Court of Common Pleas,
Union County, Ohio,
July 27th, 1908.

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

On the 14th day of February, 1895 in Jackson township, in Union County, Ohio, she was united in marriage to the defendant, and that as a result of said marriage the following named children were born, towit: Jessie Marie Ledley, being twelve (12) years of age, and Lloyd W. Ledley, being nine (9) years of age.

That the defendant has been guilty of extreme cruelty toward this plaintiff in this, towit: that on or about the 5th day of July, 1908, he did repeatedly call her an old whore and other vile and indecent names, and did accuse her of having sexual intercourse with other men. That he has been guilty of extreme cruelty toward this plaintiff on innumerable other occasions in the past five years, in this, towit: that he has called her vile and indecent names and accused her of being unduly intimate and having sexual intercourse with other men. That these accusations have been frequently made in the presence of their children and other persons for the sole purpose of wounding the feelings of this plaintiff and causing her mental anguish. That the defendant had no occasion for making these accusations, as this plaintiff has always been chaste and conducted herself as an upright and dutiful wife toward this defendant.

That the defendant has been guilty of extreme cruelty toward this plaintiff in this, towit, That on divers occasions when she would return from the neighborh or from Richwood and other places, he would lay hands on her and with violence and main force throw her on the floor or couch and make an examination of her person, as he said for the purpose of seeing if she had been guilty of having sexual intercourse with some other man while she was gone.

That on account of the continued and excessive sexual abuse of this defendant toward this plaintiff her health has been very much impaired and that for the last five years she has been an invalid a large portion of the time, and under the doctor's treatment. That at times when she would be unwell and wholly unfit for marital duties or verging on to nervous prostration, he would by force compel her to submit to his sexual desires, and at times when she would successfully resist him, he would rant and roar and conduct himself like a mad man all the

night, much to the disgust and shame of his children and the mental anguish of this plaintiff.

That the defendant has been guilty of extreme cruelty toward this plaintiff in this, towit, that on innumerable occasions, the exact times of which this plaintiff is unable to state, he has shaken his clenched fist in her face, and struck at her in a menacing manner, and thrown pieces of furniture at her, and drawn a revolver and threatened to kill her.

That the defendant has been guilty of extreme cruelty toward this plaintiff in this, towit, that he has on divers recent occasions committed many indecent and inhuman acts toward this plaintiff, some of which are too loathsome and revolting to be reduced to writing.

Plaintiff is the owner in fee simple of a residence property, being a part of Lot number 82 and Lot number 83 in the Village of Richwood, Ohio, and valued at Nine Hundred (900) Dollars.

Plaintiff is the owner in fee simple of a residence property in the town of Essex, Jackson Township, Union County, Ohio, being the same property conveyed by deed of Martha J. Harriman to Carrie A. Ledley, dated July 18" 1901 and recorded in Vol. 84 - Page 247 & 248, Union County Record of Deeds, also the property conveyed by deed of Martha J. Harriman to Carrie A. Ledley, dated June 24" 1902 and recorded in Vol. 85, Page 140, Union County Record of Deeds.

The above described properties, situated in the Village of Richwood and the town of Essex were purchased and paid for with money from the personal estate of the Plaintiff and that no part of the defendants earnings went into the same. That in the said deed of conveyance dated July 18" 1901 from Martha J. Harriman, the words, "and E. E. Ledley, her husband" were inserted after its execution and without the knowledge or consent of the grantor or the grantee, the plaintiff.

Plaintiff and the defendant are the joint owners of a tract of land being forty feet in width and sixty feet deep, out of the South west corner of Lot No. 14, situate in the town of Essex in Jackson Township, Union County, Ohio, on which there is erected a building occupied by the defendant as a blacksmith shop.

That on all of the above described real estate, situate in Essex, there is executed by the Plaintiff and the Defendant a mortgage to one J. E. Clarke, Guardian, to secure the payment of a promissory note for $ 555.00 and interest executed and delivered by the plaintiff and defendant to the said J. E. Clarke, Guardian. That it was a mutual agreement by and between the plaintiff and the defendant that two hundred dollars of the said 555 dollars should be a lien upon the land upon which the blacksmith shop is situated and the remaining 350 dollars should be a lien upon the remainder of the real estate being the residence property.

That the defendant is the owner of a bay mare and buggy and harness of the value of two hundred and fifty dollars, and of a complete set of blacksmithing tools, the value of which is unknown to this plaintiff. That the plaintiff is on a promissory note as security with the defendant to one W. N. Conley for the payment of the purchase

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That the plaintiffs and the defendant are the owners of household goods in value not exceeding two hundred dollars.

Wherefore plaintiff prays that the defendant may be restrained from selling or encumbering any of the said real estate; that he may be restrained from selling or encumbering or removing or damaging the said bay mare, or buggy or harness or blacksmithing tools, or the household goods; that he may be restrained from further disturbing or molesting this plaintiff until the final hearing of this cause of action.

That the plaintiff may be granted a divorce from this defendant, and be allowed the care and custody of the said children and that she may be restored to the name of Carrie A. Harraman. That she may be allowed temporary alimony for the care and sustenance of herself and the said minor children and for the necessary funds to prosecute this cause of action and for permanent alimony.

That she may be decreed to be the sole owner of all the above described real estate, excepting the tract of land forty feet by sixty feet upon which the black smith shop is located and that the defendant may be divested of any dower interest he may have in any of the real estate decreed and belonging to this plaintiff and that she may be given absolutely the household goods, and such other relief as is authorized by law.

S.W. VanWinkle, Atty. for plaintiff.

State of Ohio, Union County, ss.

Carrie A. Ledley, the plaintiff, being duly sworn, deposes and says that the statements made in the above pleading are true.

Carrie A. Ledley.

Sworn to and subscribed before me, a Notary Public, this 11th day of July, A.D. 1908.

(Seal) R.V. Cook, Notary Public.

8789 Precipe — On July 27th, 1908, the following Precipe was filed.

Court of Common Pleas, Union County, Ohio. July 27th, 1908.

Carrie A. Ledley, Plaintiff
Vs.
Edward E. Ledley, Defendant.

To the Clerk:-

Issue summons and copy of petition for defendant directed to Sheriff of Union County, properly endorsed, and returnable according to law.

S.W. VanWinkle, Atty. for Plaintiff.

8789 Summons — On July 27th, 1908, the following Summons was issued:-

Court of Common Pleas, Union County, Ohio. July 27th, 1908.

Carrie A. Ledley, Plaintiff
Vs.
Edward E. Ledley, Defendant.

To the Sheriff of the County of Union,

You are commanded to notify Edward E. Ledley that Carrie A. Ledley 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 served on him) charging him with extreme cruelty and asking that she be divorced from him, and for 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 15th. day of August, A.D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 27th. day of July, A.D. 1908.

(Seal) Charles Parrott, Clerk,

Sheriff's Return.

Received 7 o'clock P.M. on the 27th day of July, A.D. 1908, and on the 28th day of July, A.D. 1908, 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.

D.C. Boleubaugh, Sheriff.

8788 Restraining Order.

On July 27th, 1908, the following Temporary Restraining Order was filed:-

Carrie A. Ridley, Plaintiff. vs. Edward E. Ridley, Defendant.

Court of Common Pleas, Union County, Ohio, July 27th, 1908.

I allow a temporary restraining Order in the above action, as prayed for in the petition, until the same can be further heard. An undertaking herein is dispensed with under the provisions of the statute in such cases provided.

Done this 27th day of July, 1908.

John M. Brodrick, Judge.

8789 Notice.

On July 29th, 1908, the following Notice was filed:-

Carrie A. Ridley, Plaintiff, vs. Edward E. Ridley, Defendant.

Court of Common Pleas, Union County, Ohio, July 29th, 1908.

The defendant, Edward E. Ridley, will take notice that this cause of action will be for hearing on the petition and the affidavits of the plaintiff for the allowance of temporary alimony, on Saturday, Aug. 1st, 1908.

S.W. VanWinkle, Atty for Plaintiff.

Sheriff's Return.

The State of Ohio, Union County,

Received this writ on the 27th day of July, 1908 & and on July 28th 1908, I served same by personally handing the within named Deft. a true and certified copy thereof.

D.C. Boleubaugh, Sheriff.

8789 Entry.

On October 14th, 1908, the following Entry was filed:-

Carrie A. Ridley, Plaintiff vs. Edward E. Ridley, Defendant.

Court of Common Pleas, Union County, Ohio, October 14th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons and process and copy of petition; that at the time of the filing of the petition herein, the

plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 14th day of February, 1895, as alleged in said petition. That two children, Jessie Marie and Lloyd W. Ridley were born of this marriage minor, aged 12 years and nine years respectively; and that the defendant has been guilty of extreme cruelty toward this plaintiff, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and it is further ordered and decreed that the plaintiff shall have the care, maintenance, custody and education of the said minor children.

It is ordered and decreed that the plaintiff shall have, as and for her reasonable alimony for the support of said minor children, all the real estate described in the petition, and that the defendant be divested of all interest, dower or otherwise therein, and that the plaintiff shall assume and pay the mortgage indebtedness thereon. And it is further ordered and decreed that the plaintiff shall be given all the household goods, excepting some pictures of the defendant and his family.

It is ordered and decreed that the defendant shall be given absolutely all the blacksmithing tools and the bay mare and the buggy and the harness.

It is further ordered that the plaintiff shall pay a promissory note of $150.00 given to the Richwood Deposit Bank and that the defendant shall be relieved from the payment thereof as surety. And that the defendant shall pay the costs of this proceeding, taxed at $ and that this case be recorded.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

Plas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio before the Honorable John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 13th. day of August, 1908, the following Petition was filed with the Clerk of said Court, towit:

8799 Petition.

Florence B. Huffer, Plaintiff.
vs.
Dwight W. Huffer, Defendant.

Court of Common Pleas,
Union County, Ohio.
August 13th, 1908.

Plaintiff says that she has been a resident of the State of Ohio, for the year last past, and has a bona fide residence in the County of Union.

That on or about the 30th. day of May, 1905 at Milford Center, Union County, she was married to the defendant.

The following children were born of such marriage, Ernestine Huffer, age 2 years.

Plaintiff says that ever since said marriage said defendant has wholly failed, refused and neglected, to furnish or provide a home for this plaintiff, and that, with the exception of one or two dresses and fifteen dollars in money has wholly failed and refused to furnish anything for this plaintiff for subsistence or clothing, and that this plaintiff has been compelled by her own exertions and the assistance of her parents to support herself and child.

Plaintiff further says that in March, 1907, said defendant went west and was gone some three or four weeks before said plaintiff knew anything about where he was, and that said defendant remained away ten months. During said time said defendant sent fifteen dollars to said plaintiff, and five dollars to their child.

Plaintiff says that said defendant is strong and able-bodied, and is a good grocery clerk, able to earn from ten to fifteen dollars per week and has been employed since early last spring at a salary of from nine to ten dollars per week, and notwithstanding such employment has failed and refused to furnish said plaintiff any money.

Plaintiff therefore prays that she may be divorced from the defendant, and that she may be decreed to have reasonable alimony, the custody of said child, and such other relief as is proper.

Hoopes & Robinson
Attorneys for plaintiff.

8799 Summons.

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8799 Precipe.

On August 13th., 1908, the following Precipe was filed:-

Florence B. Huffer, Plaintiff.
vs.
Dwight W. Huffer, Defendant.

Court of Common Pleas,
Union County, Ohio,
August 13th, 1908.

Clerk:

Issue Summons and copy of petition as above. Endorse "Action for divorce, alimony & custody of child"; directed to Sheriff of Logan Co. & returnable according to law.

Hoopes & Robinson Attys. for Pltff.

8799
Summons.

On August 13th, 1908, the following Summons was issued:-
Florence B. Huffer, Plaintiff.
Vs.
Dwight W. Huffer, Defendant.

Court of Common Pleas,
Union County, Ohio.
August 13th, 1908.

To the Sheriff of the County of Logan:-

You are commanded to notify Dwight W. Huffer that Florence B. Huffer 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 24 day of August, A.D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 13 day of August, A.D. 1908.

(Seal) Chas. Barrett, clerk.

Sheriff's Return.

Received 3 o'clock P.M. on the 13th. day of August, A.D. 1908, and on the 15th. day of August, A.D. 1908, 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.

E. P. Humphreys, Sheriff
By Presley Shaw, Deputy.

8799
Entry.

On October 14th, 1908, the following Entry was filed:-
Florence B. Huffer, Plaintiff.
Vs.
Dwight W. Huffer, Defendant.

Court of Common Pleas,
Union County, Ohio
October 14th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with a summons and a copy of the petition; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 30th. day of May, 1905, as alleged in said petition. That one child, a girl, named Ernestine, aged 2 years, was born of said marriage, and that the defendant has been guilty of gross neglect of duty, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff is awarded the care, custody, education and control of said child. And it is further ordered, adjudged and decreed that the defendant pay to the plaintiff as and for her reasonable alimony, the sum of One and 50/100 Dollars on the first day of each week, for the support of said child, until the further order of the Court.

It is further ordered that the defendant be allowed to visit said

child, and to take her to his parents home at all reasonable times.

It is further ordered that said plaintiff permit said child to visit at the home of A. J. Huffer at reasonable intervals.

It is further ordered and adjudged that the defendant pay the costs of this proceeding taxed at $ 12.45, and that this case be recorded.

Attest: Charles Parrott, Clerk.
By Hester McElroy, Deputy.

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Petition

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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 Honorable John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 7th. day of November, 1908, the following Petition was filed with the Clerk of said Court, towit:

8833 Petition

Ed. Freshwater, Plaintiff.

Vs.

J. G. Stoll, Defendant.

Court of Common Pleas,
Union County, Ohio,
November 7th, 1908.

The plaintiff says this, his action, is founded upon two promissory notes of which the following are copies, with all the credits and indorsements thereon:-

$85.00. New Dover, O. July 23, 1907.

Six months after date for value received, I promise to pay to the order of Edw. Freshwater, eighty five dollars, with interest at the rate of six per cent. per annum, and I hereby authorize any attorney at law to appear in any court of record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a 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. G. Stoll.

$85.00 New Dover, July 23, 1907.

Nine months after date, for value received, I promise to pay to the order of Edw. Freshwater, eighty five dollars, with interest at the rate of six per centum per annum, and I hereby authorize any attorney at law to appear in any court of record in the United States after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against me in favor of the holder hereof for the amount then appearing due, together with cost of suit, and thereupon to release all errors and waive all right of appeal.

J. G. Stoll.

There is due to Plaintiff from the defendant on said notes first, one note eighty five dollars, with interest from the 23 day of July, 1907; second note, the sum of eighty five dollars with interest at 6 per cent. per annum from July 23, 1907, and for which amount of $183.12 cents with cost of suit, he asks judgment against the defendant.

A. N. Kollefrath, Atty. for Plaintiff.

The State of Ohio, Union County, ss.

A. N. Kollefrath, being sworn, says that this action is brought on promissory notes; that said notes are in possession of affiant, and that affiant is the authorized attorney for said plaintiff and that the facts stated and allegations in said Petition are, as affiant believes, true.

A. N. Kollefrath.

Sworn to before me and signed in my presence this 6th. day of November, 1908.

J. M. Kennedy, Justice of the Peace.

8833
Answer

On November 7th, 1908, the following Answer was filed:-
Ed. Freshwater, Plaintiff
Vs.
J. G. Stoll, Defendant.
Court of Common Pleas,
Union County, Ohio,
November 7th, 1908.

The defendant, J. G. Stoll, by Attorney, and as attorney at law of record in this Court, duly authorized therefor by the warrant of attorney embraced in the notes 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 entered the appearance of said defendant herein; and said Defendant, by J. M. Kennedy said Attorney duly authorized as aforesaid says that he cannot gainsay or resist the facts stated and allegations in the petition of said Plaintiff herein filed against J. G. Stoll, but acknowledges and confesses the same to be true, and says that defendant is indebted to the plaintiff on the said notes 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 Eighty-one 12/100 Dollars bearing interest at 6 per cent per annum, and therefore, for that sum, with interest at 6 per cent. per annum, and accruing costs confess judgment in favor of the Plaintiff and waive and release all errors in this proceedings and said judgment, and all proceedings, petitions and writs of error thereon.

J. M. Kennedy, Attorney.

8833.
Entry.

On November 7th, 1908, the following Entry was filed:
Ed. Freshwater, Plaintiff,
Vs.
J. G. Stoll, Defendant.
Court of Common Pleas,
Union County, Ohio,
November 7th, 1908.

This day came the plaintiff, by A. W. Kollefrath, Attorney, and filed his petition against said defendant, J. G. Stoll, and thereupon J. M. Kennedy, one of the attorneys of record of this Court also appeared in open Court for and on behalf of said defendant, J. G. Stoll, and who, by virtue of a warrant of Attorney for that purpose duly executed by said defendant, and now produced in open Court and duly proven, waived the issuing and service of process and entered the appearance of said defendant herein by virtue of the same warrant of attorney, confessed that there is due from said defendant to said Plaintiff, as is alleged in said Plaintiff's petition, the sum of $183.12 (One Hundred eighty three 12/100) 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 that said Edw. Freshwater, Plff. do recover from said J. G. Stoll, Dft. the sum of $183.12, so as aforesaid confessed to be due, together with costs of suit herein to be taxed, and with interest from 6th. of November, 1908, at 6 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceedings are released, and all right of appeal, and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk,
By Frater McCorry, Deputy

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Petition.

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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 Honorable John M. Brodrick, Judge of the said Court, at the September Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 13 day of July, 1908, the following Petition was filed with the Clerk of said Court, towit:

Court of Common Pleas,
Union County, Ohio.
July 13th, 1908.

§785.
Petition.

C. S. Hildreth, Plaintiff.

Vs.

A. D. Hildreth, Minnie B. Hildreth, A. Gardner, Harriett Gardner, S. L. Bell, Josephine Bell, E. N. Sherman, Lucy Sherman, A. S. Mackill, Ella Mackill, A. Vanatta, Angeline Vanatta, W. M. Soliday, Vida Soliday, Thomas Schofield, Alice Schofield, S. L. Hildreth and Eliza Hildreth, Defendants.

The plaintiff has a legal right to and is seized in fee simple as an heir-at-law of David Hildreth, deceased, of the undivided one-ninth (1/9) part, subject to the dower interest of the defendant, Eliza Hildreth, of the following described real estate situated in the Township of Leesburg, County of Union and State of Ohio, consisting of Ninety-seven (97) acres more or less, towit:-

Beginning at an elm, being the North East corner of Survey No. 5630, entered in the name of Robert Meade, and North West corner of William Trimble's survey, and South East corner of Thomas Frazer's Survey No. 3692, Thence West on the line of Frazer's Survey 210 rods to a stake; thence South 80 rods to a stake, thence East 210 rods to the East line of the above mentioned Survey, thence North 80 rods to the place of beginning, it being Lot No. 1 in the above named survey, estimated to contain 100 acres, be the same more or less, excepting therefrom the following tract of land, towit: Beginning in the center of the old State road and in the original North line of the Robert Meade Survey No. 5630, Thence Easterly with the said original North line of said Survey to the North East corner thereof, thence Southerly with the East line of said survey 40 rods, thence Westerly parallel with the North line of said survey to the center of the aforesaid old State road, Thence Northerly with said road and in the center thereof to the beginning, containing 20 acres more or less; excepting also 1/2 a. tract used for school purposes.

Also the following tract, towit: beginning at a stone, ash and elm, the North West corner of survey No. 803, thence with the West line of said survey South 9 1/2 degrees West 57 10/100 rods to a stake, corner to William Hildreth, Thence with his North line South 81 1/2 degrees, East 42 72/100 rods to a stake and two birches, corner to William Hildreth in the line of Bashaba Hildreth, thence with the West line of said Bashaba Hildreth North 9 1/2 degrees East 57 10/100 rods to a stake and white ash, corner to Bashaba Hildreth in the North line of said survey No. 803, Thence with said line North 81 1/2 degrees West 42 72/100 rods to the beginning, containing 15 1/4 acres more or less, part of survey No. 803.

The said defendant, Eliza Hildreth, has a dower interest in all

of said premises.

Each of the following defendants, A. D. Hildreth, Harriett Gardner, Josephine Bell, Lucy Shenneman, Ella Mashill, Augie Van Atta, Alice Schofield, and Olie Holiday, are tenants in common with the plaintiff in said premises, and each is seized in fee simple as an heir-at-law of the said David Hildreth, deceased, of the undivided one-ninth (1/9) part thereof.

Plaintiff avers that there is personal property belonging to the estate of the said David Hildreth, deceased, sufficient to pay all of the debts and claims existing against the estate of the said David Hildreth, deceased.

Wherefore, the plaintiff prays that, by an order of the 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 the premises above described be sold according to law and that partition be made; that dower be assigned said widow, and for such other proceedings in the premises as are authorized by law.

C. S. Hildreth

By Lippincott & Lippincott, his attorneys.

The State of Ohio, Allen County, ss.

C. S. Hildreth, having been first duly sworn according to law, says that the forgoing facts are true as he verily believes.

C. S. Hildreth.

Sworn to and subscribed before me this 11th day of July, A. D. 1908.

Eugene S. Lippincott, Notary Public,
Allen County, O.

(Seal)

8785 Waivers

On July 13th, 1908, the following Waiver was filed:-

C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et al. Defendants.

Court of Common Pleas,
Union County, Ohio,
July 13th, 1908.

We, the undersigned defendants, waive the issuing and serving of summons in the above entitled cause and hereby voluntarily enter our appearance herein.

Signed this 11th day of July, 1908.

A. D. Hildreth
Minnie O. Hildreth
L. L. Hildreth

8785 Waivers.

On July 16 th, 1908, the following Waiver was filed:-

C. S. Hildreth, Plaintiff
Vs.
A. D. Hildreth, et al. Defendants.

Court of Common Pleas,
Union County, Ohio,
July 16th, 1908.

We, the undersigned defendants in the above entitled action do hereby waive the issuing and serving of summons in the above entitled cause and do hereby voluntarily enter our appearance herein.

Signed this 11th. day of July, A. D. 1908.

Sylvester L. Bell
Mrs. Josephine Bell.

8785 Waivers.

On July 16th, 1908, the following Waiver was filed:-

C.S. Hildreth, Plaintiff.
Vs.
A.D. Hildreth, et al. Defendants.

Court of Common Pleas,
Union County, Ohio;
July 16th, 1908.

We, the undersigned defendants in the above entitled action, do hereby waive the issuing and serving of summons in the above entitled cause and do hereby voluntarily enter our appearance herein.

Signed this 16" day of July A.D. 1908.

Lucy E. Sheneman
E. M. Sheneman.

8785
Waiver

On July 20th, 1908, the following Waiver was filed:-

C.S. Hildreth, Plaintiff.
Vs.
A.D. Hildreth, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
July 20th, 1908.

We, the undersigned defendants in the above entitled action, do hereby waive the issuing and serving of summons in the above entitled cause and do hereby voluntarily enter our appearance herein.

Signed this 20th. day of July, A.D. 1908.

Alice Schofield.

8785
Waivers

On July 20th, 1908, the following Waiver was filed:

C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
July 20th, 1908.

We, the undersigned defendants in the above entitled action, do hereby waive the issuing and serving of summons in the above entitled cause and do hereby voluntarily enter our appearance herein.

Signed this 18" day of July, A.D. 1908.

Angeline Vanatta
A. Vanatta,

8785
Waivers.

On July 20th, 1908, the following Waiver was filed:-

C.S. Hildreth, Plaintiff,
Vs.
A.D. Hildreth, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
July 20th, 1908.

We, the undersigned defendants in the above entitled action do hereby waive the issuing and serving of summons in the above entitled cause and do hereby voluntarily enter our appearance herein.

Signed this 20" day of July, A.D. 1908.

R. J. Maskill
Ella Maskill.

8785
Waiver

On July 20th, 1908, the following Waiver was filed:-

C. S. Hildreth, Plaintiff.
Vs.
A.D. Hildreth, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio,
July 20th, 1908.

We the undersigned defendants in the above entitled action, do hereby waive the issuing and serving of summons in the above entitled cause, and do hereby voluntarily enter our appearance herein. Signed this 20th. day of July, A.D. 1908.

Mrs. Harriet Gardner
Albert Gardner.

8785 Waiver

On July 24 th, 1908, the following Waiver was filed:-
C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et al, Defendants.
Court of Common Pleas,
Union County, Ohio,
July 24 th, 1908.

We, the undersigned defendants in the above entitled action, do hereby waive the issuing and serving of summons in the above entitled cause and do voluntarily enter our appearance herein.

Signed this 20 day of July, A.D. 1908.

Viola Soliday
Eliza Hildreth
W. T. Soliday.

8785 Precipe.

On July 25th, 1908, the following Precipe was filed:
C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et. al. Defendants.
Court of Common Pleas,
Union County, Ohio,
July 25th, 1908.

To the Clerk of said Court:

Issue Summons in the above entitled cause, against Thomas Schofield Endorse thereon "Action for Partition of Real Estate," directed to Sheriff of Union Co. Ohio, returnable according to law.

Lippincott & Lippincott,
Plaintiff's Attorneys.

8785 Summons.

On July 27th. day of July, 1908, the following Summons was issued:-
C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et. al, Defendants.
Court of Common Pleas,
Union County, Ohio,
July 27 th, 1908.

To the Sheriff of Union County:

You are hereby commanded to notify Thomas Schofield that he has been sued by C. S. Hildreth in the Court of Common Pleas of Union County, and must answer by the 29th. day of August, A.D. 1908, 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 August, A.D. 1908.

Witness my hand and the seal of said Court, this 27th. day of July, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ July 27" A.D. 1908 at 11 o'clock, A. M., and on July 28" 1908 I served same by leaving at the usual place of residence of the within named Defts. a true and certified copy thereof with all the endorsements thereon.

D. C. Boleubaugh, Sheriff.

8785 Answer

On August 31 st, 1908, the following Answer was filed:
C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et. al. Defendants.
Court of Common Pleas,
Union County, Ohio,
August 31st, 1908.

And now comes Eliza A. Hildreth, a defendant herein, and for answer to the petition of the Plaintiff, says that she is the widow of the said David Hildreth, deceased, and as such is entitled to dower in

8785 Entry.

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She hereby prays that her interest in the said premises be protected and that dower be assigned to her by metes and bounds.

Eliza A. Hildreth.
By Lippincott & Lippincott
Her attorneys.

The State of Ohio, Allen County, ss,
Eliza A. Hildreth having been first duly sworn according to law, deposes and says that the foregoing facts and averments are true as she verily believes.

Eliza A. Hildreth.

Sworn to and subscribed before me this twenty-sixth day of August, A.D. 1908.

(Seal) Eugene G. Lippincott
Notary Public, Allen County, O.

8785 Entry.

On September 15th, 1908, the following Entry was filed:-

C. S. Hildreth, Plaintiff,
Vs.
A. D. Hildreth, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio,
September 15th, 1908.

This day this cause came on to be heard on the Petition and Answer of Eliza A. Hildreth, the widow, and the Court, upon due consideration, finds that all of the defendants have had due and legal notice of the pendency and demands of the said petition herein, and that excepting Eliza A. Hildreth, the widow, they are all in default for answer or demurrer to the said petition, and that the allegations in said petition contained, are thereby confessed to be true:

The Court further finds that the personal estate is sufficient to pay the debts of said estate; that the said plaintiff and the said defendants, A.D. Hildreth, Harriett Gardner, who intermarried with A. Gardner, Josephine Bell, who intermarried with S. L. Bell, Lucy Sherman, who intermarried with E. N. Sherman, Ella Mackill, who intermarried with A. J. Mackill, Angie VanAtta, who intermarried with A. VanAtta, Ollie Holiday, who intermarried with W. M. Holiday, and Alice Schofield, who intermarried with Thomas Schofield, are all tenants in common in the estate described in the Petition, to-wit:

Union County, State of Ohio, beginning at an elm, being North-east corner of Survey #5366, entered in the name of Robert Means, and North-west corner of Wm. Temple's Survey and South-east corner of Thomas Frazier's Survey # 3692, thence west on the line of Frazier's Survey two hundred and ten (210) poles to a stake; thence South Eighty (80) poles to a stake; thence East two hundred and ten (210) poles to the East line of the above mentioned survey; thence North Eighty (80) poles to the place of beginning, it being lot #1 in the above named Survey estimated to contain One Hundred (100) Acres be the same more or less;

Also the following: County of Union, State of Ohio, beginning at a stone Ash and Elm North-west corner to Survey #803; thence with the West line of said Survey South Nine and one-half (9 1/2) Degrees West fifty-seven and ten hundredths (57,10) poles to a stake

corner to Wm. Hildreth; thence with his North line South Eighty-one and one-half (81 1/2) Degrees East; Forty-two and Ninety-two hundredths (42.92) poles to a stake and two beeches (one brick bears South Sixty (60) Degrees, West Seventy-two (72) links, the other brick bears South Forty-two (42) Degrees East Seventy-eight (78) links corner to Wm Hildreth in the line of Basheba Hildreth, thence with the west line of said Basheba Hildreth, North Nine and one-half (9 1/2) Degrees East Fifty-seven and ten hundredths (57.10) poles to a stake and white ash corner to said Basheba Hildreth in the North line of said Survey #803, thence with said line North Eighty-one and one-half (81 1/2) Degrees West Forty-two and Seventy-two hundredths (42.72) poles to the place of beginning, containing Fifteen and one-fourth (15 1/4) acres, more or less, part of Survey Number 803;

Excepting therefrom the following: County of Union, State of Ohio, to-wit: Being a part of Survey #5630 in the name of Robert Means, beginning in the center of the Old State Road and in the original North line of said Survey, thence Easterly with the said original North line of said Survey to the North-east corner of said survey, thence Southerly with the East line of said survey Forty (40) rods; thence Westerly parallel with the North line of said survey to the center of the aforesaid Old State Road, thence Northerly with said road and in the center thereof to the beginning, containing Twenty (20) acres more or less;

And excepting also One-half (1/2) acres for School Ground;

That the widow of David Hildreth, deceased, is entitled to dower in the premises above described and that the said plaintiff and the said defendants next above named, being sons and daughters of the said David Hildreth, deceased, each has a legal right to the undivided one-ninth (1/9) part of the property above described, subject to the dower of Eliza A. Hildreth, widow of the said David Hildreth, deceased;

That the debts of said estate are paid or secured to be paid and that the plaintiff is entitled to have partition made of the premises as prayed for in his petition.

It is, therefore, ordered, adjudged and decreed that partition of said premises, described in the petition, be made and that the dower of the said Eliza Hildreth, widow of David Hildreth, deceased, be assigned her by metes and bounds and that D. F. Guthery, William Hall and Thomas Robinson, three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to set off the same, and that partition of said estate be made, in favor of all parties interested, if the same can be done without manifest injury to the value of said premises; and if not, that said premises be appraised by said commissioners subject to the dower interest of Eliza A. Hildreth; and it is further ordered that a writ and order of partition be issued to the Sheriff of Union County, commanding him to cause said partition to be made accordingly, and of his proceedings to make due return.

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Writ of Partition and Dower.

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Writ of
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On September 15th, 1908, the following Writ was issued:

C. D. Hildreth, Plaintiffs.
Vs.
A. D. Hildreth, et al. Defendants.

Court of Common Pleas,
Union County, Ohio.
September 15th 1908.

To the Sheriff of said County;

Pursuant to an order of our said Court of Common Pleas, within and for said County, at the Sept. Term, A.D. 1908, in a certain cause No. 8785, now pending in said Court, wherein C. D. Hildreth is Plaintiff, and A. D. Hildreth, et al. Defendants, you are commanded that without delay, by the oaths of Wm. Hall, J. F. Gutlery & Thomas Robinson, 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 to be set off and assigned to Elyja A. Hildreth, widow of David Hildreth late of said County, deceased, one full equal third part of the following described premises, towit: situated in Township of Leesburg Co. of Union & State of Ohio. Beginning at an elm, being the North East corner of survey No. 5630 entered in the name of Robt. Meare, and North West corner of Wm. Temple's survey and South East corner of Thomas Frazer's Survey No. 3692; Thence west on the line of Frazer's survey 210 rods to a stake; Thence south 80 rods to a stake; Thence East 210 rods to the East line of the above mentioned survey; Thence North 80 rods to the place of beginning, it being Lot No. 1 in the above named survey, estimated to contain 100 acres, be the same more or less, excepting therefrom the following tract of land, towit: Beginning in the center of the old State road and in the original North line of the Robert Meare Survey No. 5630; Thence Easterly with the said original North line of said Survey to the North East corner thereof; Thence Southerly with the East line of said survey 40 rods; Thence westerly parallel with the North line of said survey to the center of the aforesaid old State road; Thence Northerly with said road and in the center thereof to the beginning, containing 20 acres more or less, excepting also 1/2 a. tract used for school purposes.

Including also a tract beginning at a stone, ash and elm, the north west corner of Survey No. 803; Thence with the west line of said survey South 9½° west 57.10 rods to a stake corner to Wm. Hildreth; Thence with his north line South 81½° East 42.72 rods to a stake and 2 hickes corner to Wm. Hildreth in the line of Basheba Hildreth; Thence with the west line of said Basheba Hildreth North 9½° East 57.10 to a stake and white ash, corner to Basheba Hildreth in the north line of said Survey No. 803; thence with said line North 81½° west 42.72 rods to the beginning, containing 15 1/4 acres more or less, part of Survey No 803, consisting all told of 97 acres more or less.

And that in like manner and by the like oaths of said Wm. Hall, J. F. Gutlery, and Thomas Robinson 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, towit:

To C. D. Hildreth	one ninth	part.
To A. D. Hildreth	one ninth	part.
To Harriet Gardner	one ninth	part.
To Josephine Bell	one ninth	part.
To Lucy Sherman	one ninth	part.

To Ella Mackill one-ninth part.
To Angeline VanAtta one-ninth part.
To Viola Soliday one-ninth part.
To Alice Schofield one-ninth part.

But if said Commissioners are of the opinion that said premises cannot be divided according to the demand of this writ without manifest injury to the value of the Estate, you cause them to make a just valuation of the same in money, both subject to, and also free from the dower of the said Eliza A. Hildreth, 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 Common Pleas Court, this 5 day of Sept. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Sheriff's Return.

As commanded by the forgoing Writ of Partition and Dower, I have executed the same by the oaths of William Hall, J.A. Guthery and Thomas Robinson, causing Dower to be assigned to Eliza A. Hildreth, widow of David Hildreth, decd. and partition to be made of the premises in said Writ described: and the said Commissioners being of the opinion that the said premises can not be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by refrence to the report of the said Commissioners herewith returned.

Given under my hand this 5th day of Sept. 1908.

D.C. Dolenbaugh, Sheriff.

Commissioner's Report

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Eliza A. Hildreth as Dower estate in the said lands, in said petition described, the following tract, towit: Beginning at the intersection of the hedge fence and the public road; thence west along the hedge fence and a line the continuation thereof to the west line of the farm; thence South along the West line of the farm to the South-West corner of the farm; thence East along the South line of the farm to the road; thence north along the public road to the place of beginning, containing twenty-five (25) acres more or less.

and we do make partition of the same, subject to said dower, as follows, towit:

To the said

C.S. Hildreth an equal one-ninth (1/9) part.
A.D. Hildreth " " " " " "
Harriet Gaeder " " " " " "
Josephine Bell " " " " " "
Lucy Sherman " " " " " "
Ella Mackill " " " " " "
Angeline VanAtta " " " " " "
Viola Soliday " " " " " "
Alice Schofield " " " " " "

And upon actual view of the premises, we are of the opinion that

8785 Motion.

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8785 Entry.

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the said premises can not be divided without manifest injury, and we do estimate the value of the same, subject to the said Dower estate, at Five Thousand ($5000.00) Dollars, and free from said Dower estate at Six Thousand ($6000.00) Dollars.

Given under our hands this 15th day of Sept. 1908.

William Hall,
J. F. Guthery
Thomas Robinson
} Commissioners.

8785. Motion.

On September 30th, 1908, the following Motion to Confirm was filed:-

C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
September 30th, 1908.

And now comes the plaintiff herein, C. S. Hildreth, by his counsel, and moves the court that the report and proceedings by the commissioners, heretofore appointed by this court, be confirmed; and that said premises be sold at public auction on the premises, on terms as follows: One-third (1/3) cash on day of sale, one-third (1/3) in one year, and one-third (1/3) in two years, and that an order therefor be issued to the Sheriff of Union County, Ohio, accordingly, advertisement in a German newspaper being dispensed with.

C. S. Hildreth,
By Lippincott & Lippincott
His attorneys.

8785 Entry.

On September 30th, 1908, the following Entry was filed:-

C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio,
September 30th, 1908.

This cause having come on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and the motion of the plaintiff to confirm the same, and it appearing from said report that said estate could not be divided by meter and bounds without manifest injury to the value thereof, and that said Commissioners have assigned to Eliza A. Hildreth, for her dower interest in said estate, that part of the premises bounded and described as follows, to-wit: Beginning at the intersection of the public highway and the hedge fence, thence west along the line of said hedge fence and the extension thereof to the west line of said farm; thence South on the west line of said farm to the South-west corner of the farm; thence East on the south line of said farm to the above mentioned public road; thence North on the west side of said road to the place of beginning, containing about Twenty-five (25) Acres, more or less, and made and returned their appraisement of said estate subject to the dower of the said Eliza A. Hildreth at $5000., 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.

It is, therefore, ordered that the said Eliza A. Hildreth, widow of David Hildreth, deceased, be endowed during her natural life of the estate above described.

And thereupon none of the said parties electing to take the said

estate at its appraised value, on motion of the plaintiff it is ordered that said estate, described in plaintiff's petition, be sold at public auction on the premises subject to the said dower of Eliza A. Hildreth, widow, 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 said sale be made on terms as follows: One-third (1/3) cash on day of sale, one-third (1/3) in one year and one-third (1/3) in two years. Deferred payments to bear interest and to be secured by mortgage.

And on motion of plaintiff for good cause shown, advertisement in German newspaper is hereby dispensed with.

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

8785 Precipe

On September 30th, 1908, the following Precipe was filed:-

C. S. Hildreth, Plaintiff,
Vs.
A.D. Hildreth, et.al. Defendants.

Court of Common Pleas,
Union County, Ohio,
September 30th, 1908.

To the Clerk of said Court:

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

Lippincott & Lippincott
Plaintiff's Attorneys.

8785 Order of Sale in Partition.

On September 30th, 1908, the following Order of Sale was issued:-

C. S. Hildreth, Plaintiff,
Vs.
A.D. Hildreth, et.al. Defendants.

Court of Common Pleas,
Union County, Ohio
September 30th, 1908.

To the Sheriff of said County:-

Pursuant to an order of our said Court of Common Pleas, within and for said County, at the September Term, A.D. 1908, in a certain cause No. 8785, for Partition, now pending in said Court, wherein C. S. Hildreth is Petitioner and A.D. Hildreth, et. als. 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 Township of Leesburg, County of Union and State of Ohio, to-wit: Beginning at an elm, being the North East corner of Survey No. 5630, entered in the name of Robert Meane, and North west corner of William Temple's Survey, and South East corner of Thomas Frazer's Survey No. 3692; Thence West on the line of Frazer's Survey 210 rods to a stake; thence South 80 rods to a stake; Thence East 210 rods to the East line of the above mentioned survey; Thence North 80 rods to the place of beginning, it being Lot No. 1 in above named survey, estimated to contain 100 acres, be the same more or less, excepting therefrom the following tract of land, to-wit; Beginning in the center of the old State road and in the original North line of the Robert Meane Survey No. 5630, Thence Easterly with the said original North line of said Survey to the North East corner thereof; thence Southerly with the East line of said survey 40 rods, thence Westerly parallel with the North line of said survey to the center of the aforesaid old State road. Thence Northerly with said road and in the center thereof to the beginning, containing 20 acres more or less; excepting also ½ acre tract used for school purposes.

Also the following tract, to-wit: beginning at a stone, ash and elm, the

8785. Proof of Publication.

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North west corner of Survey No. 803, thence with the west line of said survey, South 9½ degrees West 57 10/100 rods to a stake, corner to William Hildreth. Thence with his North line South 81½ degrees East 42 72/100 rods to a stake and two birches, corner to William Hildreth in the line of Basheba Hildreth thence with the west line of said Basheba Hildreth North 9½ degrees, East 57 10/100 rods to a stake and white ash, corner to Basheba Hildreth in the North line of said survey No. 803, Thence with said line North 81½ degrees West 42 72/100 rods to the beginning, containing 15¼ acres more or less, part of survey No 803, Containing in all one hundred (100) acres more or less.

Appraised as follows: Subject to the Dower estate at $ 5000.00, and free from said Dower estate at $ 6000.00.

Beginning at the intersection of the hedge fence and the public road; Thence West along the hedge fence and a line the continuation thereof to the West line of the farm; Thence South along the West line of the farm to the South West corner of the farm; Thence East along the South line of the farm to the road; Thence North along the public road to the place of beginning, Containing Twenty Five (25) acres more or less, subject to the dower estate of Eliza A. Hildreth, 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 20th. day of September, 1908.

(Seal) Charles Barrett, 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 31st day of October, 1908, at 11 o'clock A. 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 then and there came A. D. Hildreth, who bid the sum of Forty eight Hundred and Twenty five (4825.) Dollars, and said sum being more than two-thirds of the appraised value; and he being the highest and best bidder, he was declared the purchaser.

D. C. Bolenbaugh, Sheriff
of Union County, Ohio.

8785. Proof of Publication.

On November 4th, 1908, the following Proof of Publication was filed:

C. D. Hildreth, Plaintiff,
Vs.
A. D. Hildreth, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
November 4th, 1908.

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 ten miles north of Marysville, Ohio, in Leesburg township on Saturday, October 31st, 1908, at or about the hour of eleven o'clock, A. M., on said day, the following described real estate, to-wit: Situate in the Township of Leesburg, County of Union and state of Ohio, and described as follows:-

8785. Motion

Beginning at an elm, being the northeast corner of Survey No. 5630, entered in the name of Robert Meane, and northwest corner of William Trimble's Survey, and southeast corner of Thomas Frazer's Survey No. 8672; thence west on the line of Frazer's Survey 210 rods to a stake; thence south 80 rods to a stake; thence east 210 rods to the east line of the above mentioned survey; thence north 80 rods to the place of beginning; it being Lot No. 1 in above named survey, estimated to contain 100 acres be the same more or less, excepting therefrom the following tract of land, to-wit: Beginning in the center of the old State road and in the original north line of the Robert Meane Survey No. 5630, thence easterly with the said original north line of said survey to the north east corner thereof, thence southerly with the east line of said survey 40 rods thence westerly parallel with the north line of said Survey to the center of the aforesaid old State road, thence northerly with said road and in the center thereof to the beginning, containing 20 acres more or less; excepting also 1/2 acre tract used for school purposes.

Also the following tract, to-wit: Beginning at a stone, ash and elm, the northwest corner of Survey No. 803, thence with the west line of said survey south 9 1/2 degrees, west 57 10-100 rods to a stake, corner to William Hildreth, thence with his north line south 81 1/2 degrees East 72 72-100 rods to a stake and two hickes, corner to William Hildreth in the line of Bashela Hildreth, thence with the west line of said Bashela Hildreth north 9 1/2 degrees east 57 10-100 rods to stake and white ash, corner to Bashela Hildreth in the north line of said survey No. 803, thence with said line north 81 1/2 degrees west 72 72-100 rods to the beginning, containing 15 1/4 acres more or less, part of survey No 803, containing in all one hundred (100) acres more or less.

Subject to the dower estate of Eliza A. Hildreth in said premises described as follows, to-wit: Beginning at the intersection of the hedge fence and the public road, thence west along the hedge fence and a line the continuation thereof, to the west line of the farm: thence south along the west line of the farm to the south-west corner of the farm; thence east along the south line of the farm to the road; thence north along the public road to the place of beginning, containing 25 acres, more or less.

Appraised at Five Thousand ($5000.00) dollars.

Terms of sale; One third cash on day of sale, one-third in one year, and one-third in two years. Deferred payments to bear interest and be secured by mortgage.

D. C. Bolenbaugh.
Sheriff of Union County, Ohio.

The State of Ohio, Union County, ss.

Personally appeared before me W. O. Shearer and made solemn oath that the notice, a copy of which is hereto attached, was published for 5 consecutive weeks on and next after Sept. 30, 1918, in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

W. O. Shearer.

Sworn to before me and signed in my presence this 4th day of November, A. D. 1918.

(Seal) Chas. Parrott, Clerk.

8785 Deed

Beginning at an elm, being the northeast corner of Survey No. 5630, entered in the name of Robert Meane, and northwest corner of William Trimble's Survey, and southeast corner of Thomas Frazer's Survey No. 8672; thence west on the line of Frazer's Survey 210 rods to a stake; thence south 80 rods to a stake; thence east 210 rods to the east line of the above mentioned survey; thence north 80 rods to the place of beginning; it being Lot No. 1 in above named survey, estimated to contain 100 acres be the same more or less, excepting therefrom the following tract of land, to-wit: Beginning in the center of the old State road and in the original north line of the Robert Meane Survey No. 5630, thence easterly with the said original north line of said survey to the north east corner thereof, thence southerly with the east line of said survey 40 rods thence westerly parallel with the north line of said Survey to the center of the aforesaid old State road, thence northerly with said road and in the center thereof to the beginning, containing 20 acres more or less; excepting also 1/2 acre tract used for school purposes.

Also the following tract, to-wit: Beginning at a stone, ash and elm, the northwest corner of Survey No. 803, thence with the west line of said survey south 9 1/2 degrees, west 57 10-100 rods to a stake, corner to William Hildreth, thence with his north line south 81 1/2 degrees East 72 72-100 rods to a stake and two hickes, corner to William Hildreth in the line of Bashela Hildreth, thence with the west line of said Bashela Hildreth north 9 1/2 degrees east 57 10-100 rods to stake and white ash, corner to Bashela Hildreth in the north line of said survey No. 803, thence with said line north 81 1/2 degrees west 72 72-100 rods to the beginning, containing 15 1/4 acres more or less, part of survey No 803, containing in all one hundred (100) acres more or less.

Subject to the dower estate of Eliza A. Hildreth in said premises described as follows, to-wit: Beginning at the intersection of the hedge fence and the public road, thence west along the hedge fence and a line the continuation thereof, to the west line of the farm: thence south along the west line of the farm to the south-west corner of the farm; thence east along the south line of the farm to the road; thence north along the public road to the place of beginning, containing 25 acres, more or less.

Appraised at Five Thousand ($5000.00) dollars.

Terms of sale; One third cash on day of sale, one-third in one year, and one-third in two years. Deferred payments to bear interest and be secured by mortgage.

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Motion

On November 4th, 1908, the following Motion was filed:-
C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et. al, Defendants.
Court of Common Pleas,
Union County, Ohio,
November 4th, 1908.

And now comes the plaintiff, by his counsel, and move the Court to confirm the sale of the premises herein involved.

A. D. Hildreth
By Lippincott & Lippincott,
His Attorneys.

8785
Entry.

On November 4th, 1908, the following Entry was filed:-
C. S. Hildreth, Plaintiff.
Vs.
A. D. Hildreth, et. al, Defendants.
Court of Common Pleas,
Union County, Ohio,
November 4th, 1908,

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 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 A. D. Hildreth, the purchaser, subject to the dower estate of the said Eliza A. Hildreth.

It is further ordered that the Sheriff, out of the proceeds of said sale, pay to the Treasurer of Union County, Ohio, Fifty-seven 14/100 ($57.14) Dollars, being the taxes due on said premises; To the Clerk of this Court the costs of this action, including a counsel fee of One Hundred Forty-one 50/100 ($141.50) Dollars to Lippincott & Lippincott for services herein; making a total of $221.15; To the Plaintiff, the one-ninth part of the balance of the cash payment, to-wit, the sum of One Hundred Forty seven 78/100 ($147.78) Dollars, and to C. S. Hildreth, Harriett Gardner, Josephine Bell, Lucy Sherman, Ella Mackill, Angeline Van Atta, Alice Schofield and Ole Holiday an equal one-ninth (1/9) part, being to each the sum of One Hundred Forty Seven 48/100 ($147.48) Dollars; and that the said purchaser, A. D. Hildreth, give to each of the heirs next above named, as distributees, two notes, due in one year from date and two years from date respectively, to be secured by mortgage on the premises, and bear interest at the rate of six (6%) per cent payable annually, each note calling for the payment of One Hundred Seventy eight 70/100 ($178.70) Dollars.

Attest: Charles Parrott, Clerk.
By Hester McSorry, 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 John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 19th. day of September, 1908, the following Petition was filed with the clerk of said Court, towit:-

8814
Petition.

Court of Common Pleas,
Union County, Ohio,
September 19th, 1908.

Elliott Young, Plaintiff.
Vs.
Zylpha Young, Defendant.

The plaintiff for his cause of action says, that for more than a year last past he has been and now is a resident of the state of Ohio, and that he is now a bona fide resident of the said county of Union in said state.

The plaintiff says that on the 18th. day of September, A.D. 1904, at the city of Newport, Kentucky, the said plaintiff, Elliott Young, and the said defendant, Zylpha Young, were duly and lawfully married to one another and no children have been born of said marriage.

The plaintiff further says that the said Zylpha Young has been guilty of committing adultery in this that on the 23rd. day of August, 1908, at the home of Wat Howland on West 4th. street in the village of Marysville, Union County, Ohio, the said defendant committed adultery with one Fred Howland. That said defendant was guilty of committing adultery with said Fred Howland at said residence at and upon divers occasions from the 6th. day of August, A.D. 1908 to the 23rd. day of August, A.D. 1908. That said defendant has been guilty of committing adultery with the said Fred Howland at various other times and places with the said Fred Howland, the exact times and places being to this plaintiff unknown.

Plaintiff therefore prays that the marriage relation heretofore existing between the said plaintiff and said defendant be dissolved and that he be granted a divorce from the defendant and that she be barred of all claims by way of dower or otherwise in the property of the plaintiff, and for such other relief as to the court may seem proper.

McCrory & Cameron.
Attorneys for plaintiff.

State of Ohio, Union County, ss.

Elliott Young, being first duly sworn, says that he is the plaintiff above named and that the facts stated in the foregoing petition and allegations made are true as she verily believes.

Elliott Young.

Subscribed in my presence and sworn to before me this 19th. day of September, A.D. 1908.

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

8814
Precipe.

On September 19th, 1908, the following Precipe was filed:-

Court of Common Pleas,
Union County, Ohio,
September 19th, 1908.

Elliott Young, Plaintiff.
Vs.
Zylpha Young, Defendant.

To the clerk:-

Issue Summons and copy of the petition for the defendant, Zylpha

8814
Summons.

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Young, to the Sheriff of Union County, Ohio, and returnable according to law. Endorse summons "Action for Divorce".

McCrory & Cameron,
Attorneys for plaintiff.

8814 Summons.

On September 19th. 1908, the following Summons was issued:-

Court of Common Pleas,
Union County, Ohio,
September 19th. 1908.

Elliott Young, Plaintiff.
Vs.
Zylpha Young, Defendant.

To the Sheriff of the County of Union:-

You are commanded to notify Zylpha Young that Elliott Young has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a copy of which is herewith served on her) charging her with adultery and asking that he be divorced from her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons, on the 28th. day of September, A.D. 1908.

Witness my hand and the seal of said Court at Marysville, this 19th. day of September, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Received 9 o'clock A.M. on the 21st. day of Sept. A.D. 1908, and on the 22nd. day of Sept. A.D. 1908, 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.

D.C. Bolenbaugh, Sheriff.

8814 Entry.

On November 14th, 1908, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio,
November 14th. 1908.

Elliott Young, Plaintiff.
Vs.
Zylpha Young, Defendant.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons and a copy of the petition herein, and that she has failed to appear and is in default for answer or demurrer to the petition herein and that the allegations of said petition are confessed by her to be true; that at the time of the filing of the petition herein, the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition; and that said parties were married on the 18th. day of September, 1904, as alleged in said petition, and that no children have been born of said marriage, and that the defendant has been guilty of committing adultery with Fred Howland on the 23rd. day of August, 1908, and at divers other times between the 6th. day of August, 1908 and the 23rd. day of August, 1908, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said

marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are herby released therefrom, and that said defendant be barred of all claims by way of dower or otherwise in the property of the plaintiff, and that said plaintiff pay the costs of this proceeding taxed at $, and that this case be recorded

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

8775
Complaint
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Warrant.

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Clerk,
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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 24th. day of June, 1908, the following Complaint and Warrant was filed with the Clerk of said Court, towit:

8775
Complaint and Warrant.

The State of Ohio, ex rel.
Grace Potts, Plaintiff.
Vs.
Orval Davis, Defendant.

Court of Common Pleas,
Union County, Ohio,
June 24th, 1908.

The State of Ohio, Union County, York Township, ss.

Personally appeared before me, N. M. Hubbard, a Justice of the Peace in and for said County and Township, Grace Potts, who made complaint and stated under oath that she is an unmarried woman, resident of York Township, in the above named County, and that she is pregnant with a bastard child, and that Orvil Davis is the father of said child.

Grace Potts.

The above complaint in writing was made before me, and was sworn to and subscribed before me, this 20th. day of June, A.D. 1908.

N. M. Hubbard, Justice of the Peace.

Warrant.

The State of Ohio, Union County, York Township, ss.

To any Sheriff or Constable of said State: Greeting:

Whereas, Grace Potts, an unmarried woman, resident of the said County of Union, has this day made complaint in writing, under oath, before me, the undersigned, a Justice of the Peace within and for the Township of York, in said County, that she is pregnant with a bastard child, and that Orvil Davis is the father of said child.

You are therefore commanded to pursue and arrest the said Orvil Davis in any County in this State, and bring him forthwith before me to answer said complaint; and for so doing, this shall be your warrant.

Given under my hand, this 20th. day of June, A.D. 1908.

N. M. Hubbard,
Justice of the Peace.

Return on Warrant.

June 20th 1908.

I have the body of the within named Orval Davis now in court.

W. D. McEntire. Constable.

Received this writ June 20th 1908.

8775
Recognizance

On June 24th, 1908, the following Recognizance was filed.

The State of Ohio, ex rel.
Grace Potts, Plaintiff.
Vs.
Orval Davis, Defendant.

Court of Common Pleas,
Union County, Ohio.
June 24th, 1908.

The State of Ohio, Union County, ss.

Be it remembered, That on the 20th. day of June, A.D. 1908, Orval Davis and W. C. Davis personally appeared before me, a Justice of

the Peace in and for said County, 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 condition following, towit:

The condition of this recognizance is such that if the above bound Orval Davis personally be and appear befor the Court of Common Pleas, in and for said County, at the next term of Court then and there to answer the complaint of Grace Potts against the said Orval Davis, as bring the father of her bastard child, and abide the order of said Common Pleas Court thereon, then this recognizance to be void; otherwise to be and remain in full force and effect.

Taken and acknowledged befor me, on the day and year aforesaid.

Orval Davis
W.C. Davis

N.M. Hubbard,
Justice of the Peace.

8775 Examination of Complainant

On June 24th, 1908, the following examination of complainant was filed:-

Before N.M. Hubbard, Justice of the Peace.
York Township, Union County, Ohio. No. 214.

Grace Potts, Complainant.
vs.
Orvil Davis, Defendant.

Bastardy
Examination of Complainant.

The examination, under oath, of Grace Potts, an unmarried woman, resident of Union County, taken by and befor me, N.M. Hubbard, Justice of the Peace of York Township, Union County, Ohio, on the 20th. day of June, A.D. 1908, upon her complaint of bastardy against Orval Davis, he being then present to answer in the premises:

1st. Ques. State your name, age, occupation and place of residence.
Answer. My name is Grace Potts, I am 19 years of age; I am a Domestic by occupation; and my place of residence is in York Township, Union County, Ohio.
2nd. Ques. Are you a married or unmarried woman?
Answer. Unmarried.
3rd. Ques. Are you pregnant of a bastard child; and if so, who is the father of the child?
Answer. Yes sir. Orval Davis.
Questions by Defts. Atty.
When did you become pregnant?
Answer. October 18th 1907.
Qu. Where were you?
Ans. At Alva Harris' in York Township.
Qu. At what time of day?
Ans. Between 12 o'clock & 1 o'clock at night.
Qu. How did you come to be at Alva Harris'?
Ans. I was working there.
Q. What time did Orval Davis come there that night?
Ans. About 9 o'clock: when the store was closed.
Q. How did Davis come that night?
Ans. Came down when Alva came from the store a foot.
Qu. Did Alva Harris walk down with him?

Ans. Ans. Yes. sir.
Qu. Did Alva Harris come in the house with him?
Ans. Yes sir,
Qu. Who else was there that night?
Ans. No one but Alva and his wife.
Qu. Was Mrs. Harris where she could have seen Orval Davis that night if he had been there?
Ans. She was sick in bed, but she talked to him.
Qu. What did she talk to him about?
Ans. About Thomas Mulcahy's trip to Ireland.
Qu. Was it before or after he took his trip to Ireland?
Ans. After.
Qu. Was that the last time Orval Davis had intercourse with you?
Ans. Yes sir.
Qu. How long before that was next to the last time?
Ans. August 13th.
Qu. When next preceding Aug. 13?
Ans. July the 4th.
Qu. How do you fix Oct. 18 as the last time you had intercourse with him?
Ans. Had it marked on a book.
Qu. What kind of a book?
Ans. An Almanac.
Qu. Why did you mark it down in the Almanac?
Ans. I just happened to think to put it down.
Qu. Have you these other dates put down?
Ans. No sir.
Qu. Why?
Ans. Because I did not put them down?
Qu. Where is this Almanac?
Ans. Down home.
Qu. What kind of an entry did you make?
Ans. Just put a cross in the 18th.
Qu. Have you had intercourse with anyone since Oct. 18?
Ans. No sir.
Qu. Have you been keeping company with any one since the 18th of Oct?
Ans. No sir, not until March, 1908.
Qu. Did you have intercourse with anyone except Orval Davis prior to the 18th. day of Oct, 1907?
Ans. No. sir.
Qu. Where were you when you had intercourse with Orval Davis?
Ans. In the sitting-room at Alva Harris'.
Qu. Where did Alva Harris and wife sleep with reference to the sitting-room?
Ans. In a bed-room off from sitting-room.
Qu. Was the door open or shut?
Ans. Shut.
Qu. Do you remember what day of the week it was?

Ans. On Friday night.

(Signed) Grace Potts.

No further questions were asked; and the above questions and answers were reduced to writing by me, and being read to the complainant, she subscribed the same in my presence.

N. M. Hubbard, J.P.

Certificate to Examination.

The State of Ohio, York Township.
Union County, ss.

I, N. M. Hubbard, Justice of the Peace in and for York Township, Union County, Ohio, do hereby certify that the above named complainant, Grace Potts, was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, respecting the cause of her complaint; that the accused, Orval Davis, was allowed to ask said complainant, when on under oath, any question he thought necessary for his defence; and that the examination of said complainant by me, the questions of the defendant, and the answers thereto by said complainant, were reduced to writing in my presence and subscribed by said complainant.

In Witness Whereof, I have hereunto set my hand, this 20th. day of June, 1908.

N. M. Hubbard, Justice of the Peace.

8775 Transcript.

On June 24 th. 1908, the following Transcript was filed:-

The State of Ohio, In Justice's Court,
Union County, ss. For York Township.

The State of Ohio, Before N. M. Hubbard, Justice of the Peace, in and
Vs. for said County and Township.
Orval Davis. Complaint No. 44 made this 20th. day of June, A. D. 1908, by Grace Potts, who personally appeared befor me, N. M. Hubbard, a Justice of the Peace, in and for said County and Township. Grace Potts, who made complaint and stated under oath that she is an unmarried woman, resident of York Township, in the above named County, and that she is pregnant with a bastard child and that Orval Davis is the father of said child. (Complainants signature) Grace Potts.

The above complaint in writing was made befor me and was sworn to and subscribed befor me, this 20th. day of June, A.D. 1908.

N. M. Hubbard, J.P.

Same day issued a warrant to W. D. McEntire, Constable of York Township, in Union County (as follows) The State of Ohio, Union County, ss. York Township.

To any Sheriff or Constable of said State, Greeting:

Whereas, Grace Potts, an unmarried woman, resident of said County of Union, has duly made complaint in writing, under oath, befor me, the undersigned, a Justice of the Peace, within and for the Tp. of York, in said County; that she is pregnant with a bastard child and that Orval Davis is the father of said child. You are therfore commanded to pursue and arrest the said Orval Davis in any county in this State and bring him forthwith befor me to answer said complaint and for so doing this shall be your warrant.

Given under my hand this 20th. day of June, A.D. 1908.

8775 Entry.

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N. M. Hubbard, J. P.

June 20th, 1908. Warrant returned as follows: I have the body of the within named Orval Davis now in Court.

W. D. McEntire, Constable.

The said Orval Davis has nothing to say.

The complainant also present, who was duly sworn and examined by me in presence of the accused, and the questions and her answers were reduced to writing by me and read to and subscribed by her and filed, and which answers established her complaint as above set forth on complaint of bastardy by Grace Potts. Thereupon ordered by me that the accused enter into a recognizance in the sum of Five Hundred Dollars for the appearance at the next term of court of common Pleas of Union County, to answer said complaint and abide the order of the Court therein. Thereupon the said Orval Davis with W. C. Davis entered into a recognizance accordingly as follows: The State of Ohio, Union County, ss: Be it remembered that on the 20th. day of June, 1908, Orval Davis and W. C. Davis personally appeared before me, a Justice of the Peace in and for said County, and jointly acknowledged themselves to owe the State of Ohio, the sum of Five Hundred Dollars to be levied of their goods and chattels, land and tenements, if default be made in the condition following, to-wit: The condition of this recognizance is such that if the above bound Orval Davis personally appear before the Court of Common Pleas in and for said County at the next term of Court, then and there to answer the complaint of Grace Potts against the said Orval Davis as being the father of her bastard child, and abide the order of said Court of Common Pleas, therein; then this recognizance be void, otherwise to be and remain in full force and effect.

Orval Davis.
W. C. Davis.

Taken and acknowledged before me on the day and year aforesaid.

N. M. Hubbard, J. P.

Thereupon prisoner released.

The State of Ohio, Union County, York Township, ss.

I, the undersigned, a Justice of the Peace in and for said County and Township, hereby certify that the within is a full and true transcript of the proceedings had by and before me in the above named case, on Complaint No. 44, and of the costs therein, as recorded in my Docket C, Page 136.

June 22d, A.D. 1908.

N. M. Hubbard, Justice of the Peace.

8775 Entry.

On September 14th. 1908, the following Entry was filed:

The State of Ohio, ex rel,
Grace Potts, Plaintiff,
Vs.
Orval Davis, Defendant.

Court of Common Pleas,
Union County, Ohio,
September 14th, 1908.

This day came the defendant, Orval Davis, and confessed in Court that the charge of the plaintiff herein is true.

He is therefore adjudged by the court to be the reputed father of the said child, and it is ordered that he stand charged with the maintenance thereof in the sum of two hundred dollars; and that he

pay said sum at once; and also that he pay the costs of this proceedings. For all of which execution is awarded.

It is further ordered that the said defendant give security to the acceptance of this court for the performance of this order. And in default of such payment, or security, that he be committed to the jail of the county, there to remain until he shall comply with the requirement of court.

Attest: Charles Parrott, Clerk,
By Hester McCrory, Deputy.

8737
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 John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 11th. day of March, 1908, the following Petition was filed with the clerk of said Court, towit:

8737
Petition

Court of Common Pleas,
Union County, Ohio,
March 11th, 1908.

Mishawaka Woolen Manufacturing Company, Plaintiff.
Vs.
John F. Hinderer, William G. Hinderer, and William G. Hinderer, as Executor with the Will annexed, of the Estate of John Fredrick Hinderer, deceased, Defendants.

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.

That on the 2nd. day of April, 1906, at Marysville, in the Common Pleas Court of Union County, Ohio; the plaintiff recovered a judgment which was duly rendered by said court against the defendant, the said John F. Hinderer, for One Hundred and Eighty Four, and 93/100 Dollars, and twenty-three and 13/100 dollars costs.

That on the 11th. day of April, 1906, an execution in due form was issued upon the said judgment against the personal and real property and equitable interests in real estate of the defendant to the Sheriff of said Union County. That the said execution has been duly returned by said Sheriff on the 13th. day of April, 1906, wherein a lien is created by a levy upon the undivided one-fifth interest in the following described real-estate, said interest being the property of said defendant, John F. Hinderer, towit:

Beginning at a stake, stone and sugar on the original north-easterly line of Survey No. 1440, and northerly corner to James A. Curry; thence with the northwesterly line of said James A. Curry, South 54 1/2° W. 222 poles to an oak, ash and hickory, westerly corner to James A. Curry, and containing 176 1/2 acres conveyed by James Curry to Stephen Curry; thence with a line of Lot N. 5° E. 20 poles to a stake, (two sugars and an oak down) corner to said lot; thence with another line of said lot N. 35 1/2° W. 70 40/100 poles to a stone; thence west 54 1/2° E. 138 poles to a stone; thence S. 36° 359 poles to a stone; thence N. 54 1/2° E. 96 1/2 poles to a stone in the northwesterly line of said Survey No. 1440; thence with said line S. 36° E. 30 80/100 poles to the beginning, containing 96 1/2 acres more or less, part of Survey No. 1440.

Plaintiff further says, that by the last will and testament of his late father, Fredrick Hinderer, deceased, as probated on the 5th. day of January, 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 ($575.00) Plaintiffs further say, that by the terms of said will, the said Fredrick Hinderer, deceased, dird

seized of Ninty Six and One-Half Acres of Land, situate in Jerome Township, Union County, Ohio, And further, that said Ninty-six and one-half 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 4 of said will, an undivided one-fifth interest, or share, in said ninty-six and one-half acres.

That said widow died, on the day of 1908, and that said interest of said John F. Hinderer has now become absolute.

That said defendant, William G. Hinderer, is the duly appointed and qualified Administrator, with the will annexed, of said Fredrick Hinderer, deceased, and plaintiffs have reason to believe that he claims interest in said interest, and ask that he be required to set up his claim, if any he have.

Wherefore, the Plaintiff prays:

1. That the said defendant, John F. Hinderer, be adjudged to apply to the payment of said judgment and interest thereon, together with the costs of this action, said property, debts, choses in action, and equitable interests belonging to him or held in trust for him, or in which he is in any way or manner beneficially interested;

2. That he, and the said defendant, William G. Hinderer, be prohibited from making an assignment, or confessing any judgment to enable other creditors to obtain a preference over the plaintiff, or to take any portion of the defendant's property, or of either of them;

3. That a receiver be appointed of all of said property, equitable interests, things in action, bequests, and effects of said defendant, and that said defendants be directed to execute to him an assignment thereof, and that said receiver sell or otherwise dispose of the same and convert the same into money as soon as may be, and apply so much of the proceeds thereof as may be necessary for that purpose to the payment of the plaintiff's said debts, with interest and costs of this action, and for all other and further proper relief.

E. W. Porter.
Attorney for Plaintiff.

The State of Ohio, Union County, 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 a corporation and is not a resident of said county of Union; 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 11th. day of March, A. D. 1908.

Hester McCrory
Deputy Clerk.

(Seal)

8737 Precipe

On March 11th, 1908, the following Precipe was filed:

The Mishawaka Woolen Manufacturing Company, Plaintiff,
vs.

Court of Common Pleas,
Union County, Ohio,
March 11th, 1908.

8737 Summons.

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John L. Hinderer, et. al, Defendants.

To the Clerk:-

Please issue a summons upon the petition, in the above entitled action, and for the defendant, William L. Hinderer, directed to the Sheriff of Union County, returnable according to law. Endorse, "Proceeding in aid of execution; Amount claimed $184.93 with interest and costs."

Ed. W. Porter,
Attorney for Plaintiff.

8737
Summons.

On March 11th, 1908, the following Summons was issued:

Michawaka Woolen Manufacturing Company, Plaintiff,
vs.
John L. Hinderer, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
March 11th, 1908.

To the Sheriff of Union County:

You are hereby commanded to notify William L. Hinderer that he has been sued by Michawaka Woolen Manufacturing Company in the Court of Common Pleas of Union County and must answer by the 11" day of April, A.D. 1908, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23" day of March, A.D. 1908.

Witness my hand and the seal of said Court, this 11" day of March, A.D. 1908.

Chas. Parrott, Clerk,
By Hester McCrory, Deputy.

(Seal)

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ March 11th A.D. 1908, at 3 o'clock P.M., and served same by leaving at the usual place of residence of the within named William L. Hinderer, a true and certified copy of this writ, with all the endorsements thereon, this 16th day of March, 1908.

D. C. Bokenkaugh, Sheriff.

8739
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 Honorable John M. Brodrick, Judge of the said Court, at the September Term, A. D. 1908.

Be it remembered that heretofore, towit on the 14th day of March, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8739
Petition

The Driesbach Company, Plaintiff,
vs.
A. C. Temple, Defendant.

Court of Common Pleas,
Union County, Ohio,
March 14th, 1908.

Plaintiff says that at the times hereinafter mentioned, plaintiff was and now is a corporation duly organized under the laws of the State of Ohio.

Plaintiff says its cause of action is founded upon an account, of which the following is a copy, with all credits:

Lima, Ohio, Febry. 6. 1908.

Mr. A. C. Temple, Richwood, Ohio,
In Account with
The Driesbach Co.
Cigar Manufacturers,
Telephone 119. Driesbach Building.

1907.			
Aug. 7.	To Mdse. as per bill rendered		50.00
Sept. 14	" " " " " "		17.50
Nov. 19	" " " " " "		83.33
			150.83
	Cr.		
Nov. 18	By check		67.50
	To Balance		$ 83.33
Dec. 19	" Protested check 11/18 + fee		$ 68.90
			$ 152.23

Wherefore plaintiff demands judgment against defendant for the sum of One Hundred Fifty-two and 23/100 Dollars ($152 23/100) with interest on Fifty Dollars ($50.00) from October 7th, 1907, with interest on Seventeen & 50/100 Dollars from November 14th, 1907, and with interest on Eighty-three & 33/100 Dollars ($83.33/100) from January 18th, 1908.

The Driesbach Company.
By L. Piper, its Attorney.

State of Ohio, Union County, ss.

L. Piper, being duly sworn, says that he is the duly authorized attorney of the Plaintiff herein and that the plaintiff is not a resident of this County.

L. Piper.

Sworn to before me by L. Piper, and by him subscribed in my presence this day of A. D. 1908.

8739
Precipe.

On March 14th, 1908. the following Precipe was filed:-

The Deisel-Wemmer Company,
Plaintiff.
Vs.
A. C. Trimple, Defendant,
To Clerk:-

Court of Common Pleas,
Union County, Ohio,
March 14th, 1908.

Issue Summons upon the petition in the above entitled case, returnable according to law. Amount claimed, One Hundred fifty two and 23/100 Dollars, ($152.23/100) with interest on fifty Dollars ($50.00) from October 7th, 1907; interest on Seventeen and 50/100 Dollars ($17.50/100) from November 14th, 1907, and interest on Eighty three and 35/100 Dollars ($83.35/100) from January 18th, 1908.

L. Piper, Attorney for Plaintiff.

8739
Summons.

On March 14th, 1908. the following Summons was issued:-

The Deisel-Wemmer Company,
Plaintiff.
Vs.
A. C. Trimple, Defendant.
To the Sheriff of Union County:

Court of Common Pleas,
Union County, Ohio,
March 14th, 1908.

You are hereby commanded to notify A. C. Trimple that he has been sued by The Deisel-Wemmer Company in the Court of Common Pleas of Union County and must answer by the 11th. day of April, A.D. 1908, 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 March, A.D. 1908.

Witness my hand and the seal of said Court, this 14th. day of March, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ March 16" A.D. 1908 at 4 o'clock P. M., and served same by personally handing the within named A. C. Trimple a true and certified copy of this writ with all the endorsements thereon, this 20" day of March, 1908.

D. C. Bolenbaugh, Sheriff
By Fred Bolenbaugh, Deputy.

8739
Answer.

On April 9th. 1908, the following Answer was filed:-

The Deisel-Wemmer Company,
Plaintiff
Vs.
A. C. Trimple, Defendant,

Court of Common Pleas
Union County, Ohio.
April 9th. 1908.

Now comes the defendant and for answer to petition of plaintiff, says that he denies that he is indebted to plaintiffs in the sum of One Hundred Fifty-four ($154.00) Dollars, as alleged in said petition, and further denies that he is indebted to said plaintiffs in any sum exceeding Ninety-five (95) Dollars, and further denies each and every other allegation in said petition except as is herein admitted.

Al. C. Eggert, Attorney for Defendant.

8739
Defendant's Consent to Judgment.

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State of Ohio, Union County, ss.
A. C. Temple, defendant herein, being first duly sworn, says that the facts stated in this, his foregoing answer, are true as he verily believes.

A. C. Temple.

Sworn to by the said A. C. Temple, and by him subscribed before me this 9 day of April, 1908.

Al. C. Eggert, Notary Public.

8739 Defendant's Consent to Judgment.

On October 24th, 1908, the following Consent to Judgment was filed:

The Deisel-Wemmer Company, Plaintiff,
Vs.
A. C. Temple, Defendant.

Court of Common Pleas, Union County, Ohio, October 24th, 1908.

now comes A. C. Temple and hereby consents that his answer in above entitled case may be withdrawn and further consents that judgment may be rendered against him for the amount due.

Al. C. Eggert, Atty. for Dft.,
A. C. Temple.

8739 Entry.

On October 24th, 1908, the following Entry was filed:-

The Deisel-Wemmer Company, Plaintiff,
Vs.
A. C. Temple, Defendant.

Court of Common Pleas, Union County, Ohio, October 24th, 1908.

The plaintiff, by his attorney, now comes, the defendant having been duly served with process and having filed an answer herein, and by consent of the court having withdrawn same from the files;

Whereupon, with the assent of plaintiff taken the account, and finds that said defendant does owe the plaintiff, as damages, the sum of One Hundred Sixty & 13/100 Dollars ($160, 13/100).

It is therefore considered that said plaintiff recover of said defendant his said damages, and also his costs of this suit to be taxed.

Attest: Charles Parrott, Clerk,
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, to-wit, on the 20th. day of November, 1908, the following Petition was filed with the Clerk of said Court, to-wit:

8841
Petition.

The Richwood Banking Company, Plaintiff.
Vs.
Bert C. Reece and
B. M. Reece, Defendants.

Court of Common Pleas,
Union County, Ohio,
November 20th, 1908.

The Plaintiff says that it is a corporation, duly incorporated under the laws of the State of Ohio; this its action is founded upon a promissory note, of which the following is a copy, with all the credits and endorsements thereon:

$750.00.

One year after date for value received, we jointly and severally promise to pay the Richwood Banking Co. at its office Seven hundred and fifty Dollars, with 6 per cent interest, payable annually from date, until due, and with interest at 8 per cent per annum on all unpaid principal and interest after due until paid, interest payable anually.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and to appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and to confess judgment thereon, against us, or either of us, in favor of the payee or the legal holder thereof, for the sum due on the said note, with all interest, fees and costs of said suit; said judgment to draw the rate of interest specified in note after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us at or after the rendition of said judgment, and release all errors that may accrue in the rendition of said judgment and all rights to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment

Witness our hands
this 6 day of Oct, 1906.
P.O. address, Richwood

Bert C. Reece
B. M. Reece.

The following are the only endorsements on said note:
Interest paid to Oct. 7, 1907.

There is due to Plaintiff from the Defendants on said note the sum of Eight hundred eighteen and 19/100 Dollars, which it claims with interest from the 20th. day of November, A.D. 1908, at 8 per cent. per annum, and for which with costs of suit, it asks judgment against the Defendants.

Frank J. Ballinger,
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

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Frank J. Ballinger, being sworn; says that he is the attorney for the above named plaintiff, and that he has the above described note in his possession; and that the facts stated and allegations in said Petition are, as affiant believes, true.

Frank J. Ballinger.

Sworn to before me, and signed in my presence, this 20th day of November, A.D. 1908.

(Seal) Charles Parrott,
Clerk of Courts.

8841
Answer

On November 20th, 1908, the following Answer was filed:
Court of Common Pleas,
Union County, Ohio,
November 20th, 1908.

The Richwood Banking
Company, Plaintiff.
Vs.
Bert C. Reece and
B. M. Reece, Defendants.

The Defendants, Bert C. Reece and B. M. Reece, by James McCampbell, 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 James McCampbell, their said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of said Plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the Plaintiff on the said note in manner and form as the Plaintiff has in its Petition set forth, and that the amount due upon said indebtedness at this day is the sum of Eight hundred eighteen and 10/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from this date at 8 per cent. per annum and accruing costs, they confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein.

James McCampbell,
Attorney for Defendants.

8841
Entry.

On November 20th, 1908, the following Entry was filed:
Court of Common Pleas,
Union County, Ohio,
November 20th, 1908.

The Richwood Banking
Company, Plaintiff.
Vs.
Bert C. Reece and
B. M. Reece, Defendants.

This day came the Plaintiff, by Frank J. Ballinger, Attorney; and filed its Petition against said Defendants, Bert C. Reece and B. M. Reece, and thereupon James McCampbell, one of the Attorneys of Record of this Court also appeared in open Court, for and on behalf of said Defendants, Bert C. Reece and B. M. Reece, 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 prowed, 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 Plaintiff as is alleged in said Plaintiffs petition, the sum of Eight hundred eighteen and 10/100 Dollars, $818.10, 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 that said The Richwood Banking Co., Plaintiff, do recover from said Bert C. Reich and B. M. Reece, Defendants, the said sum of Eight hundred eighteen and 10/100 Dollars, $818.10, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 20 day of November, 1908, at the rate of 8 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal and all right to file a petition in error are waived.

Attest: Charles Parrott, Clerk
By Hester McCrory, Deputy.

8809. Petition.

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Be it remembered that heretofore, towit, on the 5th. day of September, 1908, the following Petition was filed with the Clerk of said Court, towit:

8809. Petition.

A. G. Ahlefeld and
J. F. Andrews, Plaintiffs.
Vs.
Lena Rouch McCarthy and
Andrew McCarthy, Defendants.

Court of Common Pleas,
Union County, Ohio,
September 5th, 1908.

The plaintiffs allege that on the 23rd. day of August, 1905, said defendants made and delivered to the plaintiffs their eleven promissory notes in writing, in words and figures following, towit:

$2000.00 (Principal Note). Marysville, O. Aug. 23rd. 1905.

August 23rd, 1910, we promise to pay to the order of A.G. Ahlefeld and J.F. Andrews Two Thousand Dollars, at Commercial Bank, Kenton, Ohio, value received, with eight per cent interest after maturity, payable annually, with New York exchange.

This note is secured by mortgage on six acres of land in Paris Township, and Lots 113 and 120 in the Village of Marysville, Ohio.

Signed "Lena Rouch McCarthy"
Andrew McCarthy."

The interest on the above described principal note is evidenced by ten Interest notes in writing, as follows, towit:

$50.00. Marysville, O. Aug. 23rd, 1905.

February 23rd, 1906, we promise to pay to the order of A.G. Ahlefeld and J.F. Andrews Fifty Dollars, at the Commercial Bank, Kenton, O, value received with interest at eight per cent per annum, payable annually with New York exchange, after maturity.

"Lena Rouch McCarthy
Andrew McCarthy."

There are nine other interest notes of the date of Aug. 23rd. 1905, calling for the sum of $50.00 each and bearing interest at the rate of eight per cent per annum, after maturity, payable annually, and due as follows, towit;- August 23rd, 1906, Feb. 23rd. 1907, Aug. 23rd, 1907, Feb. 23rd, 1908, Aug. 23rd. 1908, Feb. 23rd. 1909, Aug. 23rd. 1909, Feb. 23, 1910 and August 23rd, 1910.

To secure the payment of the said notes, the defendants, on the 23rd. day of Aug. 1905, executed and delivered to the plaintiffs a mortgage deed, and thereby conveyed to the plaintiffs the following described real estate, situated in the County of Union, State of Ohio, and Survey No.3351, and bounded as follows, Beginning at a stake in the center of the Marysville and Delaware Grand Road, corner to lands formerly owned by J.C. Dyers; Thence with the line of said Dyers' land N. 77 poles to a stake in said line; Thence West 12.5 poles to a stake; Thence South 82 poles and 15 links to a stake in the center of said road; Thence with the center of said road to the beginning. Containing six (6) acres. Being the same premises con-

vryed by Maria D. Liggett to Alice E. Mathews April 5th. 1897, Vol. 75, Page 72, Records of deeds.

Also part of In-Lots Nos. 113 and 120 in the Village of Marysville and bounded and described as follows: Beginning at the north-east corner of In-Lot No. 113; Thence west with the south margin of Fifth street Forty one (41) feet more or less to the south-east corner of the part of said Lot. No. 113 formerly owned by Rubin Fragell; Thence south and parallel with the west margin of Walnut street to the south line of said In-Lot No. 120; Thence with said line East Forty one (41) feet to the south margin of said Walnut street; Thence with said south margin of said Walnut street north to the beginning. For a more definite description of said In-Lots Nos. 113 and 120, reference is hereby made to the recorded plat of said Village, in the office of the County Recorder of said County of Union. Being the same premises conveyed by Barbara Schneider to Adam Rausch March 2nd. 1883. See Vol. 57, Page 17, Record of Deeds, Union County, Ohio, but excepting therefrom a strip or right of way along the south end of said Lot No. 120 of ten (10) feet in width, conveyed by Adam Rausch to J. L. Miller April 30th. 1894. See Vol. 70, page 199, which deed contained the following condition; that if any installment of interest, or any part thereof, on any note shall become due and unpaid, or any installment of tax become delinquent, then the whole amount of principal and accrued interest shall at the option of the said legal holder of said notes, become due and payable, and this mortgage may be foreclosed accordingly.

Third. Said mortgage deed was duly recorded in the office of the Recorder of real estate mortgages of Union County, Ohio, on the 23rd. day of August, 1905, in Vol. 55 Page 412 of Union County Records of Mortgages.

Three interest notes for the sum of Fifty dollars each, as described in said mortgage, which became due on the 23rd. day of August, 1907, and the 23rd. day of February, 1908, and the 23rd. day of August, 1908, respectively, with interest at the rate of eight per cent per annum after maturity, payable annually on each, are still unpaid, and that the conditions of said mortgage have become absolute. The plaintiffs elect as is provided they may in the conditions of said mortgage, to declare the whole amount of the principal note and the amount of the unpaid interest notes with interest thereon from the date of their maturity on the three interest notes past due as described herein, towit: $2000.00, the principal note, and $50.00 one interest note due Aug. 23rd, 1907, and $50.00, one interest note due Feb. 23rd, 1908, and $50.00, one interest note due Aug. 23rd, 1908, with interest at eight per cent per annum, payable annually on each interest note after maturity, all of which is due and payable.

The plaintiffs, therefore, pray that an account may be taken of the amount due thereon; that said defendants may be foreclosed of all equity of redemption or other interest in said mortgaged premises and that said premises may be sold according to law, and out of the proceeds thereof the plaintiffs may be paid the amount adjudged to be due them on said notes and mortgage, with interest and costs and for such other and further relief as equity may require.

F. A. Thompson, Attorney for Plaintiffs.

8809 Waiver.

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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 said plaintiffs are not residents of Union County, Ohio; that the facts stated in said petition are within my own personal knowledge, and are true, as I verily believe.

F. A. Thompson.

Sworn to before me and signed in my presence this 5th. day of September, A.D. 1908.

(Seal). Chas. Parrott, Clerk.

8809 Waiver. On September 5th, 1908, the following Waiver was filed:

A. G. Ahlefeld, et. al, Plaintiffs.
Vs.
Lena Rousch McCarthy, et. al,
Defendants.

Court of Common Pleas,
Union County, Ohio,
September 5th, 1908.

We hereby waive service of summons and voluntarily enter our appearance in the above action.

Lena Rausch McCarthy +
Andrew McCarthy by
Richard L. Cameron, their attorney.

8809 Entry: On October 5th, 1908, the following Entry was filed:-

A. G. Ahlefeld and
J. F. Andrews, Plaintiffs.
Vs.
Lena Rousch McCarthy
and Andrew McCarthy, Defendants.

Court of Common Pleas,
Union County, Ohio,
October 5th, 1908.

Now comes the plaintiffs herein, and the defendants being in default for answer and demurrer, the court find that the allegations of the petition are confessed by them to be true; that the defendants, Lena Rousch McCarthy and Andrew McCarthy, wife and husband, executed and delivered to the plaintiffs, A. G. Ahlefeld and J. F. Andrews, the mortgage deed in the petition described and on the premises therein described; That said mortgage was duly recorded in Book 75, Page 32 of the records of mortgages of Union County, and is the first and best lien on the premises described in the petition.

The court further find that the condition of defeasance in said mortgage has been broken, and that the said plaintiffs are thereby entitled to have the defendants' equity of redemption foreclosed. It is therefore considered and decreed that unless the said defendants shall, within one day from the entry of this decree, pay, or cause to be paid, to the clerk of this court, the costs in this case, and to said plaintiffs, the sum of Twenty One Hundred Fifty Seven and forty-six hundredths dollars, with interest from the 5 day of October, A.D. 1908, according to the terms of said mortgage deed, the defendants' equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the sheriff of Union County, directing him to sell said premises as upon execution, and bring the proceeds into court for further order.

8809 Precipe.

On October 7th. 1908, the following Precipe was filed:-

A. J. Ahlefld, et.al. Plaintiffs.
Vs.
Lena Rousch McCarty et.al.
Defendants.

Court of Common Pleas,
Union County, Ohio,
October 7th. 1908.

To the Clerk of said Court:-

Issue Execution & order of sale in the above entitled case, directed to the sheriff of Union County, Ohio returnable according to law:

J. A. Thompson.

8809 Order of Sale.

On October 7th. 1908, the following Order of Sale was issued:-

A. J. Ahlefld, et.al. Plaintiffs,
Vs.
Lena Rousch McCarty, et.al,
Defendants.

Court of Common Pleas,
Union County, Ohio.
October 7th. 1908.

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 5th. day of October, 1908. A. J. Ahlefld and J. F. Andrews obtained a Judgment and Decree against Lena Rousch McCarthy and Andrew McCarthy for the sum of Twenty One Hundred Fifty Seven and 46/100 Dollars.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed that the said Lena Rousch McCarthy and Andrew McCarthy within one day from the 5th. day of October, A.D. 1908, pay unto the said A. J. Ahlefld and J. F. Andrews, the said sum of Twenty One Hundred Fifty Seven and 46/100 Dollars, with interest from the 5th. day of October, 1908, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiff's petition, etc.

And Whereas, the one day aforesaid have fully expired, and the said sum of Twenty One Hundred Fifty Seven and 46/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record;

We, therefore, command you, that you proceed, without delay, to appraise, advertise and sell, according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit: Survey No. 3351, and bounded as follows, Beginning at a stake in the corner of the Marysville and Delaware Gravel Road, corner to lands formerly owned by J. C. Dyer; Thence with the line of said Dyers land N. 77 poles to a stake in said line; Thence West 12.5 poles to a stake; Thence South 82 poles and 15 links to a stake in the center of said road; Thence with the center of said road to the beginning, Containing six (6) acres. Being the same premises conveyed by Maria S. Haggett to Alice E. Mathews April 5th. 1897. Vol. 75, Page 72 Records of Deeds.

Also part of In-Lots Nos. 113 and 120 in the Village of Marysville, and bounded and described as follows: Beginning at the North East corner of In-Lot No. 113, Thence west with the South margin of Fifth street Forty one (41) feet more or less to the South East corner of the part

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of said Lot No. 113, formerly owned by Rubin Frazell; thence South and parallel with the West margin of Walnut Street to the South line of said In-Lot No. 120; thence with said line East Forty One (41) feet to the South margin of said Walnut Street; thence with said South margin of said Walnut street North to the beginning. For a more definite description of said In-Lots Nos. 113 and 120, reference is hereby made to the recorded plat of said village in the office of the County Recorder of said County of Union. Being the same premises conveyed by Barbara Sheiderer to Adam Rausch March 2nd, 1883. See Vol. 57, page 17, Records of Deeds, Union County, Ohio, but excepting therefrom a strip or right of way along the South end of said lot No. 120, of ten (10) feet in width, conveyed by Adam Rausch to J. L. Miller, April 30th, 1894. See Vol. 70, page 199.

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 7th. day of October, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Sale.

The State of Ohio, Union County, ss: In obedience to the command of the Order of Sale hereto annexed, I did, on the 12" day of Oct. 1908, summon George P. Brenner, Michael Murphy and Sylvester F. Southard, 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 12" day of Oct. A.D. 1908, 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 1" described tract at 1500.00 and the 2nd. described Lots at 2400 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 15" day of Oct. 1908, I caused to be advertised in the Union County Journal (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 21" day of Nov. A.D. 1908. at one o'clock P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit; Five consecutive weeks; and in pursuance to said notice, I did, on said 21" day of Nov. A.D. 1908, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came P. and M. Burns

and John Rousch. who bid for the same the sum of $1700.00 and $1545.00 Respt. Dollars, and said sums being more than two-thirds of the appraised value thereof, and said P. and M. Burns and John Rousch being the highest and best bidder therefor. I then and there publicly sold and struck off said lands and tenements to them for said sum of $1700.00 and $1545.00 Dollars. Phillip and Martin Burns bought the 2nd. described Lots for $1700, and John Rousch bought the 1st. described Tract for $1545.

D. C. Bolenbaugh Sheriff.

8809 Proof of Publication

On December 2nd. 1908. the following Proof of Publication was filed:

A. G. Ahlefeld and J. F. Andrews, Plaintiffs.
vs.
Lena Rousch McCarthy and Andrew McCarthy, Defendants.

Court of Common Pleas, Union County, Ohio. December 2nd, 1908.

By virtue of the above stated writ to me from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, November 21st, 1908, at or about the hour of one o'clock P. M. on said day, the following described real estate, town: Situated in the township of Paris, County of Union and State of Ohio, and bounded and described as follows: Survey No. 3351, Beginning at a stake in the center of the Marysville and Delaware Gravel Road, corner to lands formerly owned by J. C. Dynes, Thence with the line of said Dynes land N. 77 poles to a stake in said line; Thence W. 12.5 poles to a stake; Thence S. 82 poles and fifteen links to a stake in the center of said road; Thence with the center of said road to the beginning, containing 6 acres. Being the same premises conveyed by Maria Haggett to Alice E. Mathews April 5th. 1897. Vol. 75, Page 72 Records of Deeds.

Also part of In Lots Nos. 113 and 120 in the Village of Marysville, in said County and State, and bounded and described as follows: Beginning at the North-East corner of In Lot No. 113; Thence W. with the S. margin of Fifth St. 41 feet more or less to the South East corner of the part of said Lot No. 113, formerly owned by Rubin Franzell; Thence S. and parallel with the W. margin of Walnut St. to the S. line of said In-Lot No. 120; Thence with said line E. 41 feet to the S. margin of said Walnut St. N. to the beginning, for a more definite description of said In-Lots Nos. 113 and 120 reference is hereby made to the recorded plat of said Village in the Office of the County Recorder of said County of Union; Being the same premises conveyed by Barbara Scheiderer to Adam Rousch March 2nd, 1883, See Vol. 57, Page 17, Records of Deeds, Union County, Ohio, but excepting therefrom a strip or right of way along the S. end of said Lot No. 120 of 10 feet in width, conveyed by Adam Rousch to J. L. Miller April 30th. 1894. See Vol. 70, Page 199.

The 1st. described tract appraised at $1500.00,
The 2nd described tract appraised at $2400.00.
Terms of Sale; Cash.

F. A. Thompson, Attorney.

D. C. Bolenbaugh
Sheriff of Union County, Ohio.

8809 Entry.

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County, Ohio.

The State of Ohio, Union County, ss.

Personally appeared befor me B.B. Gannon and made solemn oath, that the notice, a copy of which is herto attached, was published for five consecutive weeks on and next after Oct. 15, 1908, in The Union County Journal, a newspaper of general circulation in county aforesaid.

B. B. Gannon.

Sworn to befor me and signed in my presence this 2nd day of December, A.D. 1908.

(Seal) Hester McCrory, Deputy Clerk.

$809 Entry.

On November 30th, 1908, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio.
November 30th, 1908.

A. G. Ahlefeld and
J. F. Andrews, Plaintiffs.
vs.
Lena Rouch McCarty and
Andrew McCarty, Defendants.

On motion of the plaintiffs, and on their producing the return of the sheriff, of the sale made under the former order of this court; and the court, on careful examination of the proceedings of 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 purchasers, Phillip Burns and Martin Burns, by deed in fee-simple, the lands and tenements so sold; and a writ of possession is awarded to put said purchasers in possession of said premises.

And the court coming now to distribute the proceeds of said sale, amounting to $1810.00, it is ordered that the sheriff, out of the money in his hands, pay,

First, The costs of this action, taxed at $76.57.

Secondly, To the treasurer of Union County, the taxes now a lien against said premises, taxed at $117.69.

Thirdly, To the plaintiffs, A. G. Ahlefeld and J. F. Andrews, the amount heretofore found due them, with interest, to-wit, the sum of $1577.59.

Fourthly, To the defendants, Lena Rouch McCarthy and Andrew McCarthy, the balance of the money remaining in his hands, to-wit, the sum of $8,20.

for Deed 2,00
$6,20.

Attest: Charles Parrott, Clerk.
By Hester McCrory, 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 John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908,

Be it remembered that heretofore, towit, on the 6th day of June, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8771
Petition.

The Union Banking Company,
Plaintiff,
Vs.
William D. McIntire and
Addie J. McIntire, Defendants.

Court of Common Pleas,
Union County, Ohio,
June 6th, 1908.

The Plaintiff says that it is a duly incorporated Banking Institution under the laws of Ohio, that the Defendants are husband and wife, residents of Union County, Ohio.

For the first cause of action against said Defendants, William D. McIntire and Addie J. McIntire, Plaintiff, The Union Banking Company, says that there is due unto it, said Banking Company, from the said William D. McIntire and Addie J. McIntire on the said promissory note of William D. McIntire and Addie J McIntire, the sum of $79.50, with interest thereon at the rate of 8% per annum from the 26th day of December, 1907, of which promissory note the following is a copy, with all the credits and endorsements thereon:-

$75.00. Richwood, Ohio, Dec. 26th 1906.

One year after date, I, we, or either of us promise to pay to the order of Jennie M. Bringer, Seventy Five Dollars at the Richwood Deposit Bank with interest at 6% from date, payable annually and 8% interest on all unpaid interest and value received after maturity.

5153. Due Dec. 26th 1907.

William D. McIntire
Addie J. McIntire.

The above note endorsed "Jennie M. Bringer."

(Secured by mortgage of Real Estate.)

And for further cause of action the Plaintiff says, that to secure the payment of the above described promissory note and three other like promissory notes, all dated on the 26th day of December, 1906, one for $75.00, due in two years from date, one for $75.00, due three years after date, and one for $500.00 due in five years from date. Each of the said notes draws interest at the rate of 6% per annum from date, payable annually, and 8% interest on all unpaid interest and principal after maturity. Said notes are as follows:-

$75.00. Richwood, Ohio, Dec. 26th 1906.

Two years after date, I, we, or either of us, promise to pay to the order of Jennie M. Bringer Seventy Five Dollars, at the Richwood Deposit Bank, with interest at 6% from date, payable annually, and 8% interest on all unpaid interest and principal after maturity.

5154. Due Dec. 26th 1908.

William D. McIntire.
Addie J. McIntire.

The above note endorsed "Jennie M. Bringer."

$75.00. Richwood, Ohio, Dec. 26th 1906.

Marysville.
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Three years after date, I, we, or either of us promise to pay to the order of Jennie M. Beringer Seventy Five Dollars, at the Richwood Deposit Bank with interest at 6% from date, payable annually, and 8% interest on all unpaid interest and principal after maturity.
.5155. Due Dec. 26" 1909.

William D. McIntire
Addie J. McIntire.

(The above note endorsed "Jennie M. Beringer.
(Secured by mortgage on real estate.)

$ 500.00, Richwood, Ohio, Dec. 26" 1906.

Five years after date I, we or either of us promise to pay to the order of Jennie M. Beringer Five Hundred Dollars, at the Richwood Deposit Bank with interest at 6% from date, payable annually, and 8% interest on all unpaid interest and principal after maturity.
.5156. Due Dec. 26" 1911.

William D. McIntire
Addie J. McIntire

(The above note endorsed "Jennie M. Beringer."
(Secured by mortgage on real estate).

All of said notes are made and signed by the said defendants, William D. McIntire and Addie J. McIntire, payable to the order of Jennie M Beringer, for value received, sold, transferred and endorsed to the Plaintiff, the Union Banking Company, Marysville, Ohio, None of the last three named promissory notes are yet due.

And to secure payment of all of said promissory notes hereinbefore mentioned according to the tenor and effect thereof the said William D. McIntire and Addie J. McIntire, husband and wife, duly executed, acknowledged and delivered to the said Jennie M. Beringer, the said Addie J. McIntire joining with her husband in the granting part and signing and acknowledging thereof their certain deed bearing date of the 26" day of December, 1906, and thereby conveyed to the said Jennie M. Beringer in fee simple, freed from all rights, including that of dower the following described lands, tenements and hereditaments, situated in the County of Union, State of Ohio, Township of York, Survey No. 3734, bounded and described as follows:-

Beginning at a stake in the center of the York Center and Byhalia Gravel Road 272 feet from the center of the Cross Roads in York Center; Thence N. 74° W. 169 feet to a stake; Thence N. 17½° E. 66 feet to a stake; Thence E. 74° S. 152 feet to a stake in the center of the York Center and Byhalia Gravel Road; Thence with the center of said road S. 1½° W. 68 feet to the place of beginning. Containing 39/100 acres more or less. Also the following described real estate situated in the said Township, County, Survey and state above mentioned, and bounded and described as follows: Beginning at a stake in the center of the York Center and Byhalia Gravel Road N. E. corner of a lot deeded by Uriah Cahill and wife to Frank P. Hanson, dated June 20" 1891; Thence N. 74° W. 152 feet to a stone with brick, Thence N. 17½° E. 64 feet to a stone; Thence E. 74° S. 136 feet to the center of said Gravel Road, Thence with said Road S. 1½° W. 66 feet to the place of beginning. Containing in all 21/100 acres more or less.

Bring the same premises conveyed by Clara A. Davis and Isaac E. Davis to Jennie M. Beringer by deed dated Oct. 20" 1905.

Said Mortgage deed was delivered to the Recorder, in the Recorders office in the said Union County for record according to law, on the 28" day of December, 1906, At four twenty five o'clock P. M, and was duly recorded in Book No. 53 page 472 Record of Mortgage Deeds, Union County, Ohio. That said notes hereinbefore mentioned are indorsed by the said Jennie M. Beringer and together with the said mortgage deed for the value received, sold, transferred unto the Plaintiff, the Union Banking Company on the 28" day of December, 1906, and transfer of said mortgage deed being endorsed thereon in writing in the words and figures, towit:- Marysville, Ohio, December 26" 1906. For value received I hereby sell and transfer all my right and title to the within mortgage to "The Union Banking Company." Signed "Jennie M. Beringer." (Entered of Record Jan. 1" 1907. E. N. Hattow, Recorder of Union County, Ohio.)

That said mortgage deed has a condition thereunder written that in case William D. McIntire and Addie J. McIntire should pay or cause to be paid on said promissory notes when and as they respectively become due, then said deed should be void, otherwise to remain in full force, which said condition is in the words and figures following, towit: Provided nevertheless that whereas the said William D. McIntire and Addie J. McIntire have this day executed and delivered to the said Jennie M. Beringer their four certain promissory notes of even date herewith with interest at 6% from date, payable annually, and 8% on all unpaid interest and principal after maturity. Being one note of $500.00, due in five years from date, and three notes of $75.00 each due in one, two and three years from date. Now if the said notes are each and severally paid when they become due and if the taxes and all assessments on said premises are promptly paid when due, and if an insurance policy of $1100 is maintained in favor of the mortgagee herein so long as any part of the aforesaid notes remain unpaid then these presents shall be void, otherwise if any part of, or any one of the aforesaid notes, or any of the aforesaid taxes assessments, or insurance premiums are unpaid, these presents shall remain in force and if any of the aforesaid conditions shall be broken, the principal notes and all accrued interest shall become due, collectible and payable, and foreclosure can be had on this instrument at once.

Said William D. McIntire and Addie J. McIntire have wholly failed to pay said first promissory note or any part thereof, or the interest on any of the said notes or the insurance or taxes, although the same are past due, wherefore said deed of mortgage has become absolute.

Wherefore the Plaintiff asks for judgment against said William D. McIntire and Addie J. McIntire for the sum of $79.00 with 8% interest thereon from December 26" 1907 on first and also for $ 70.00 on the

8771 Precipe

8771 Summons.

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Also that said premises be sold as upon execution to satisfy said Plaintiff's mortgage indebtedness from said William D. McEntire and Addie J. McEntire, and the judgment by the plaintiff so to be obtained, for costs and all proper relief.

The Union Banking Company,
J. N. Kirkade, Atty.

State of Ohio, Union County, ss.

Personally appeared E. S. David being duly sworn says that he is cashier of the Union Banking Company. That said Plaintiff is incorporated under the laws of Ohio. That the facts stated and allegations in the foregoing pleading are within his personal knowledge and are true.

E. S. David.

Sworn to and subscribed before me this 6th. day of June, 1908.

(Seal) Chas. Parrott, Clerk.

8771 Precipe

On June 6th, 1908, the following Precipe was filed:-
The Union Banking Company, Plaintiff's
Vs.
William D. McEntire, et. al. Defendants,
To the Clerk:

Court of Common Pleas,
Union County, Ohio,
June 6th, 1908.

Issue summons to the Sheriff of Union County, O. for defendants, Wm. D. McEntire and Addie J. McEntire, returnable according to law, Endorsed "Equitable relief: foreclosure of mortgage and Judgment for money $729.50 + interest from Dec. 26, 1906."

June 6, 1908. J. N. Kirkade, Atty.

8771 Summons.

On June 6th, 1908, the following Summons was issued:-
The Union Banking Company,
Plaintiff.
Vs.
William D. McEntire and
Addie J. McEntire, Defendants,
To the Sheriff of Union County:

Court of Common Pleas,
Union County, Ohio,
June 6th, 1908.

You are hereby commanded to notify William D. McEntire and Addie J. McEntire that they have been sued by The Union Banking Company in the Court of Common Pleas of Union County and must answer by the 4th. day of July, A.D. 1908, 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 June A.D. 1908.

Witness my hand and the seal of said Court, this 6th. day of June, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ June 8th A.D. 1908 at one o'clock P.M., and on June 12th 1908 I served same by personally handing the within named William D. McIntire and Addie J. McIntire true and certified copies of this writ, with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8771 Entry.

On October 14th, 1908, the following Entry was filed:

The Union Banking Company,
Plaintiff,
vs.
William D. McIntire and
Addie J. McIntire, Defendants.

Court of Common Pleas,
Union County, Ohio.
October 14th, 1908.

This day this cause came on to be heard by the court upon the petition of the plaintiff, the said defendants, William D. McIntire and Addie J. McIntire, his wife, being in default for answer or demurrer to the petition and the court having considered the proofs and evidence adduced, and being fully advised in the premises doth find:

1. All and singular the statements contained in said petition to be true.

2. That there is now due to the plaintiff, The Union Banking Company, from the said defendants, William D. McIntire and Addie J. McIntire upon the said promissory note in the said first cause of action set forth in plaintiff's petition, the sum of $84.09, which is entitled to draw interest at the rate of 8% from the first day of the present term of this court, towit:- from September 14th, 1908.

3. That there will be due to the plaintiff, The Union Banking Company, from the defendants, William D. McIntire and Addie J. McIntire, and which is secured by said mortgage herein upon said under promissory notes the following sums of money at the time following, towit:- upon the second note, the sum of $75. principal and $4.50, first years interest, which is entitled to draw interest, the principal $75. at the rate of 6% from Dec. 26th 1907, to Dec. 26th 1908, and the over due and unpaid interest thereon $4.50, with interest thereon at the rate of 8% to the first day of the present term of this court, the sum of $4.76, which is entitled to draw interest at the rate of 8% from the first day of the present term of this court, towit: September 14th, 1908; upon the third note the sum of $75. principal and $4.50, 1st. years interest, which is entitled to draw interest, the principal $75. at the rate of 6% from Dec. 26th, 1907, to date of maturity, Dec. 26th 1909, and the over due and unpaid interest thereon $4.50, with interest thereon at the rate of 8% to the first day of the present term of this court, the sum of $4.76, which is entitled to draw interest at the rate of 8% from the 1st. day of the present term of this court, towit: Sept. 14th, 1908, and upon the fifth note, the sum of $500. principal, and $30. first years interest, which is entitled to draw interest, the principal $500. at the rate of 6% from Dec. 26th, 1907, to date of maturity, Dec. 26th, 1911, and the over due and unpaid interest thereon $30, with interest thereon

8771 Order of Sale.

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at the rate of 8% to the first day of the present term of this court, the sum of $31.74, which is entitled to draw interest at the rate of 8% from the first day of the present term of this court, towit:- September 14" 1908.

4. And that except what may hereafter be found due to the State etc. for taxes on said mortgaged property, if anything, the said mortgage lien of the plaintiff herein is declared to be the first, best and valid lien upon said premises.

Wherefore it is adjudged by the court, that the plaintiff, The Union Banking Company recover against the said defendants, William D. McIntire and Addie J. McIntire the said sums of money, as follows:-

$ 84.09	at 8%	from	Sept. 14" 1908.
$ 75.00	" 6%	"	Dec. 26", 1907.
$ 4.76	" 8%	"	Sept. 14", 1908.
$ 75.00	" 6%	"	Dec. 26" 1907.
$ 4.76	" 8%	"	Sept. 14", 1908.
$ 500.00	" 6%	"	Dec. 26", 1907.
$ 31.75	" 8%	"	Sept. 14", 1908,

together with its costs in this behalf expended, taxed at $ for which execution is awarded.

And it is further ordered by the court that unless the said defendants, William D. McIntire and Addie J. McIntire pay or cause to be paid the said above adjudged sums of money to the plaintiff, The Union Banking Company, within five 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 and that he bring the proceeds of such sale into court to be distributed according to its further order.

8771 Order of Sale.

On October 23rd, 1908, the following Order of Sale was issued:

The Union Banking Company,
Plaintiff.
Vs.
William D. McIntire and
Addie J. McIntire, Defendants.

Court of Common Pleas,
Union County, Ohio.
October 23rd, 1908.

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 14th day of October, 1908, The Union Banking Company, obtained a judgment and decree against William D. McIntire and Addie J. McIntire for the sum of Three Hundred Seventy Five and 35/100 Dollars, and Seventy Dollars, costs of suit.

And Whereas, it was then and there by said Court ordered, adjudged and decreed, that the said William D. McIntire and Addie J. McIntire, within five days from the 14th day of October, A. D. 1908, pay unto the said The Union Banking Company, the said sums of $84.09 at 8% from Sept. 14, 1908; $75.00 at 6% from Dec. 26" 1907; $4.76, at 8%

from Sept 14, 1908; $75.00, at 6% from Dec. 26, 1907; $4.76, at 8% from Sept. 14, 1908; $500.00 at 6% from Dec. 26, 1907, $31.74 at 8% from Sept. 14, 1908, 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 five days aforesaid have fully expired, and the said sum of Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record:

We, therefor, 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 Township of York, Union County, Ohio, to-wit: Survey No. 3234, Bounded and described as follows. Beginning at a stake in the center of the York Center and Byhalia Gravel Road 272 feet from the center of the Cross Roads in York Center; thence N. 74° W. 169 feet to a stake; thence N. 17½° E. 66 feet to a stake; thence E. 74° S. 152 feet to a stake in the center of the York Center and Byhalia Gravel Road; thence with the center of said road S. 1½° W. 68 feet to the place of beginning. Containing 39/100 acres more or less.

Also: the following described real estate, situated in the said Township, County, Survey and State above mentioned and bounded and described as follows. Beginning at a stake in the center of the York Center and Byhalia Gravel Road N. E. corner of a lot deeded by Uriah Cahill and wife to Frank P. Hanson, dated June 20th, 189?; thence N. 74° W. 152 feet to a stone with hick.; thence N. 17½° E. 64 feet to a stone; thence E. 74° S. 136 feet to the center of said gravel road; thence with said Road S. 1½° W. 66 feet to the place of beginning. Containing in all 21/100 acres more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 23rd. day of October, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Returns.

In obedience to the command of the Order of Sale hereto annexed, I did, on the 26th day of Oct. 1908, summon Walter J. Waterman, Courtney Cox and James Patrick, 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 26th day of Oct. A.D. 1908, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises,

8771
Proof of Publication.

estimate and appraise the real value in money of the same at Twelve Hundred (1200.) Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 29th day of Oct. 1908, I caused to be advertised in the Richwood Gazette, (a newspaper printed and published, and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 28th day of Nov. A.D. 1908, 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, towit: Five consecutive weeks; and in pursuance to said notice, I did, on said 28th day of Nov. A.D. 1908, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came E. S. Davids, who bid for the same the sum of Eight Hundred and Seventy five Dollars, and said sum being more than two-thirds of the appraised value thereof, and said E. S. Davids 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 Eight Hundred & Seventy five Dollars,

D. C. Bolenbaugh, Sheriff.

8771
Proof of Publication.

On November 28th, 1908, the following Proof of Publication was filed:

The Union Banking Company,
Plaintiff,
Vs.
William D. McIntire and
Addie J. McIntire, Defendants.

Court of Common Pleas,
Union County, Ohio.
November 28th, 1908.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, November 28, 1908, 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 York Center, Township of York, County of Union and State of Ohio, and bounded and described as follows: Beginning at a stake in the center of the York Center and Byhalia Gravel road, 272 feet from the center of the cross roads in York Center; Thence West 74 degrees, north 169 feet to a stake; Thence north 17½ degrees east 66 feet to a stake; thence east 74 degrees south 152 feet to a stake in the center of the York Center and Byhalia gravel road; thence with the center of said road south 1½ degrees west 68 feet to the place of beginning, containing 39-100 acres, more or less.

Also the following described real estate situated in the said village, township, county and state above mentioned and bounded and described as follows: Beginning at a stake in the center of the York Center and Byhalia gravel road northeast corner of a lot deeded by Uriah Cahill and wife to Frank P. Hanson dated June 20, 1891; thence west 74 degrees north 152 feet to a stone with brick; Thence north 17½ degrees east 64 feet to a stone; Thence east 74 degrees south 136 feet to the center of said gravel road; Thence with said road south 1½ degrees west 66 feet to the place of beginning, containing in all 2A100 acres, more or less.

Appraised at $12.00.
Terms of sale: Cash.

D. C. Poleubaugh, Sheriff.

State of Ohio, Union County, ss:
Personally appeared befor me Frank B. Courter, and made solemn oath, that the notice, a copy of which is hereto attached, was published for five consecutive weeks on and next after October 29, 1908, in The Richwood Gazette, a newspaper of gneral circulation in the county aforesaid.

Frank B. Courter, By Geo. M. Worden

Sworn to befor me and signed in my presence this 28 day of November, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

8771 Entry

On December 4th, 1908, the following Entry was filed:

Court of Common Pleas,
Union County, Ohio.
December 4th, 1908.

The Union Banking Company,
Plaintiff.
vs.
William D. McGuire and
Addie J. McGuire, Defendants.

This day this cause came on to be heard upon the motion to confirm the sale made by the sheriff on the 28th. day of November, 1908, and upon producing the proceedings of the sheriff, and the sale of the premises by him made in pursuance of a former order of this court, and the same being examined and found by the court, in all respects, in due form of law, it is ordered by the court that said proceedings and sale be, and the same are hereby approved and confirmed, and the said sheriff, or his successor as sheriff of said county for the time being, execute and deliver to the said purchaser, C. S. David, a deed in fee-simple for said lands and tenements, by said sheriff sold as aforesaid. And it is further ordered that the said sheriff pay over said purchase money, towit, Eight hundred and seventy-five dollars ($875) as follows:-

First: To the County Treasurer, the taxes due and unpaid on said mortgaged premises, towit, $12.01.

Second:- The costs and expenses of this cause taxed at $53.82.

Third: The total amount of the Plaintiffs claim and interest in full to date of sale, to the Plaintiff or to its Attorney J. H. Kinkade on demand, $813.29, and the residue, if any, to said Defendants, William D. McGuire and Addie J. McGuire.

Attest: Charles Parrott, Clerk.
By Lester McCoy, Deputy.

8570. Amended 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. Boston G. Young, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 8th. day of April, 1907, the following Amended Petition was filed with the Clerk of said Court, towit:-

Court of Common Pleas,
Union County, Ohio,
April 8th. 1907.

8570.
Amended-
Petition.

Fannie Rockwell and Sarah A. Connell, an insane person by her Guardian, William Rockwell, Plaintiffs,

Vs.

William L. Blaney and A. Lee Suley, as Executors of the last Will and Testament of Samuel Ryan, deceased, Abraham Rapole, Protection Lodge, #219, Independent Order of Odd Fellows of Jerome, Union County, Ohio, Urania Lodge #311, Free and Accepted Masons of Plain City, Ohio, and the Board of Education of Jerome Special School District, Defendants.

The plaintiffs complain of the said defendants and for their amended petition herein say, that the said Sarah A. Connell is an insane person, a resident of the Township of White Lake, County of Oakland, and State of Michigan, and the said William Rockwell has been duly appointed her Guardian by a court of competent jurisdiction of said County of Oakland and State of Michigan, and is now the duly appointed and legally acting Guardian of said Sarah A. Connell.

The plaintiffs further say that said Protection Lodge #219, Independent Order of Odd Fellows is a corporation duly organized and existing under the laws of the State of Ohio, and maintaining a Lodge of Odd Fellows at Jerome, Union County, Ohio, and the said Urania Lodge #311, Free and Accepted Masons is also a corporation duly organized and existing under the laws of Ohio and maintaining a Lodge of Free and accepted Masons at Plain City, Ohio.

The said plaintiffs further say that on or about the day of June, 1905, Samuel Ryan, late of Union County, Ohio, departed this life, leaving the said Fannie Rockwell and Sarah A. Connell, who are both cousins of said deceased, as his next of kin and heirs at law.

The plaintiffs further say that on the 3rd. day of July, A.D. 1905, a certain paper writing purporting to be the last Will and Testament of said Samuel Ryan, deceased, bearing date of May 1st, 1905, was presented to and admitted to Probate by the Probate Court of said County of Union, and was recorded in Volume 1, page 317 of Records of Wills in said county, and letters testamentary thereon were issued by said court to the defendants, William L.

Blaney and A. Lee Sorley as Executors thereof, who thereupon qualified and have ever since been claiming to act as such Executors.

The plaintiffs further say that by the terms of said paper writing, the defendants, Abraham Rapole, Protection Lodge #219, Independent Order of Odd Fellows of Jerome, Union County, Ohio, Urania Lodge #311, Free and Accepted Masons of Plain City, Ohio, and the Board of Education of Jerome Special School District are named as the several legatees and devisees of said Samuel Ryan, deceased.

The plaintiffs further say that said paper writing is not the last Will and Testament of said Samuel Ryan, deceased, but said Samuel Ryan at the date of said paper writing was not of sound mind and memory, but by reason of extreme age and protracted sickness, was mentally incapacitated of making a will or the proper distribution of his property, and was at said time and for a long time before an insane person, and the said Samuel Ryan was coerced into signing the said paper by the undue influence of the said defendants, William L. Blaney and A. Lee Sorley and other persons who are unknown to the plaintiffs, and was induced to execute said pretended will when he was utterly incapacitated and mentally unable to execute the same.

Plaintiffs therefore pray that an issue be made up as to whether said paper writing is the last Will and Testament of said Samuel Ryan, deceased, and that the same may be set aside, and for such other and further relief as may be proper in the premises.

Thos. E. Powell and
Porter & Loughry,
Attorneys for Plaintiffs.

State of Ohio, Franklin County, ss.

Thomas E. Powell, being first duly sworn, upon his oath says, that he is the attorney of record for the plaintiffs in the above entitled action; that said plaintiffs are now residents of the State of Ohio and now absent therefrom, and that affiant believes the facts stated and the allegations made in the foregoing petition are true.

Thomas E. Powell.

Sworn to before me and subscribed in my presence this 6th. day of April, A. D. 1907.

N. E. Gwinn,
Notary Public in and for
Franklin County, Ohio.

(Seal)

8570 Amended Petition.

8570 Entry.

On April 13th, 1907, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio,
April 13th, 1907.

Fannie Rockwell, et. al,
Plaintiffs,
Vs.
William L. Blaney, et. al,
Defendants.

On motion by defendant, and it appearing to the court that plaintiffs are now residents of this county and that the security for cost already given is not sufficient. It is ordered by the court that the plaintiffs make an additional deposit with the clerk of $40. or

8570 Entry.

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Entry.

file a security bond by Friday, April 19th. 1907.
On April 23rd, 1907, the following Entry was filed :-
Court of Common Pleas,
Union County, Ohio,
April 23rd, 1907.

Fannie Rockwell and
Sarah A. Conrell, an
insane person, by her
Guardian, William Rockwell,
Plaintiffs,
Vs.
William L. Blaney and A. Lee Seeley, as Executors of the last Will and Testament of Samuel Ryan, deceased, Abraham Rapole, Protection Lodge #219 Independent Order of Odd Fellows of Jerome, Union County, Ohio, Urania Lodge No. 311, Free and Accepted Masons of Plain City, Ohio, and the Board of Education of Jerome Special School District, Defendants.

Now comes Thomas E. Powell, attorney for plaintiffs in the above entitled action and suggests to the court that Sarah A. Conrell, one of the plaintiffs, died intestate on or about August the 10th. 1906, leaving the plaintiff, Fannie Rockwell as her only heir at law and next of kin, and that on or about January the 28th, 1907, said Fannie Rockwell departed this life testate, leaving William C. Rockwell, Arthur T. Rockwell, and Myrtle Leach as her only children and next of kin, and sole legatees and devisees of all her estate of every kind and nature under and by terms of her last Will and Testament, and said William C. Rockwell, Arthur T. Rockwell and Myrtle Leach now move the court for leave to become party plaintiffs to this action, and to continue the same, and the court finding said suggestion to be true, grants said motion, and said William C. Rockwell, Arthur T. Rockwell and Myrtle Leach are accordingly made party plaintiffs in this action and the action proceeds.

8570
Amended
Petition.

On May 14th, 1907, the following Amended Petition was filed :-
Court of Common Pleas,
Union County, Ohio,
May 14th. 1907.

Fannie Rockwell and Sarah
A. Conrell, an insane person by
her Guardian, William Rockwell,
Plaintiffs,
Vs.
William L. Blaney and A. Lee Seeley, as Executors of the last Will and Testament of Samuel Ryan, deceased, Abraham Rapole, Protection Lodge #219, Independent Order of Odd Fellows of Jerome, Union County, Ohio, Urania Lodge #311, Free and Accepted Masons of Plain City, Ohio, and the Board of Education of Jerome Special School District, Defendants.

Now come William C. Rockwell, Arthur T. Rockwell, and Myrtle Leach, in whose names this action has been revived and ordered to proceed accordingly by the court, and who are substituted as plaintiffs and successors in interest of the said Fannie Rockwell and Sarah A. Conrell who have departed this life as hereinbefore found by this court, and the said plaintiffs further say:

That said Protection Lodge #219, Independent Order of Odd Fellows is a corporation duly organized and existing under the laws of the State of Ohio, and maintaining a Lodge of Odd Fellows at Jerome, Union County, Ohio; and the said Urania Lodge No. 311, Free

and Accepted Masons is also a corporation duly organized and existing under the laws of Ohio and maintaining a Lodge of Free and Accepted Masons at Plain City, Ohio.

The said plaintiffs further say that on or about the day of June, 1905, Samuel Ryan, late of Union County, Ohio, departed this life leaving the said Fannie Rockwell and Sarah A. Cornell, who are both cousins of said deceased as his next of kin and only heirs at law. And that they have since departed this life, leaving these substituted plaintiffs as their next of kin, and only legatees as hereinbefore found by the Court and said action revived in their favor.

The plaintiffs further say that on the 3rd. day of July, A.D. 1905, a certain paper writing purporting to be the last Will and Testament of said Samuel Ryan, deceased, bearing date of May 1st, 1905. was presented to and admitted to Probate by the Probate Court of said County of Union and was recorded in Volume 1. page 317 of Records of Wills in said county, and letters testamentary thereon were issued by said court to the defendants, William L. Blaney and A. Lee Seeley as Executors thereof, who thereupon qualified and have ever since been claiming to act as such Executors.

The plaintiffs further say that by the terms of said paper writing the defendants, Abraham Rapole, Protection Lodge #219 Independent Order of Odd Fellows of Jerome, Union County, Ohio, Urania Lodge #311, Free and Accepted Masons of Plain City, Ohio, and the Board of Education of Jerome Special School District are named as the several legatees and devisees of said Samuel Ryan, deceased.

The plaintiffs further say that said paper writing is not the last Will and Testament of said Samuel Ryan, deceased, but said Samuel Ryan at the date of said paper writing was not of sound mind and memory, but by reason of extreme age and protracted sickness, was mentally incapacitated of making a will or the proper distribution of his property, and was at said time, and for a long time before, an insane person, and the said Samuel Ryan was coerced into signing the said paper by the undue influence of the said defendants, William L. Blaney and A. Lee Seeley and other persons who are unknown to the plaintiffs, and was induced to execute said pretended will when he was utterly incapacitated and mentally unable to execute the same,

Plaintiffs therefore pray that an issue be made up as to whether said paper writing is the last Will and Testament of said Samuel Ryan, deceased, and that the same may be set aside, and for such other and further relief as may be proper in the premises.

Porter & Loughrey
Thomas E. Powell.
Attorneys for Plaintiffs.

State of Ohio, Franklin County, ss.
Thomas E. Powell, being first duly sworn upon his oath says that he is the attorney of record for the plaintiffs in the above entitled action; that said plaintiffs are now residents of the

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State of Ohio, and now absent therefrom, and that affiant believes the facts stated and allegations made in the foregoing petition are true.

Thomas Ee. Powell.

Sworn to before me and subscribed in my presence this 14th. day of May. A.D. 1907.

(Seal)

Edward J. Powell,
Notary Public in and for Franklin County, Ohio.

8570. Motion.

On August 10th, 1907, the following Motion was filed:-

Court of Common Pleas,
Union County, Ohio,
August 10th. 1907.

Fannie Rockwell and Sarah A. Conrell, an insane person, by her Guardian, William Rockwell, Plaintiffs

Vs.

William L. Blaney and A. Lee Seeley, as Executors of the last Will of Samuel Ryan, deceased, Abram Ringpole, Protection Lodge No. 219, Independent Order of Odd Fellows of Jerome, Union County, Ohio, Urania Lodge No. 311, Free and Accepted Masons of Plain City, Ohio, and The Board of Education of Jerome Special School District, Defendants.

Now comes The Board of Education of Jerome Special School District, one of the defendants herein, and moves the court for an order setting aside the entry placed upon the Journal of this court in the above entitled cause, in Journal No. 20, and on page 562, under date of April 23d. 1907. And for cause says: That said entry was not submitted to opposite counsel or approved by the court, and that it was caused to be placed upon the journals of said court without the knowledge of this defendant or its attorneys. That said entry imports a finding by the court that certain persons are the only heirs and next of kin of Fannie Rockwell and purports certain other findings of facts which will appear from the said record. When in truth and in fact there was no evidence offered to the court upon which a finding could be made, and the court did not make any finding in the case and the said entry is not true, and misrepresents the court.

J. L. Cameron
McCrory & Cameron, Attorneys for The Board of Education of Jerome Special School District.

8570 Entry.

On September 7th. 1907, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio.
September 7th. 1907.

Fannie Rockwell and Sarah A. Conrell, an insane person, by her Guardian, William Rockwell, Plaintiffs.

Vs.

William L. Blaney, et. al. Defendants.

This day this cause came on to be heard upon the motion of The Board of Education of Jerome Special School District, one of the defendants herein, to set aside an entry made at this term of

court, in the above entitled cause. On Journal No. 20, and on page 562 under date of April 23d, 1907.

And it appearing to the court that said entry was caused to be placed upon the said journal, without having been approved by the court or opposing counsel, and without proof that the parties named therein are the legatees and devisees of the original plaintiffs herein, and without proof that said original parties are dead; this court sustain said motion. It is therefore considered and adjudged by the court that the said entry placed upon said journal No. 20, on page 562 under the date of April 23d, 1907 be and the same is hereby set aside and annulled. And it is further ordered and adjudged that the application of said William C. Rockwell, Arthur T. Rockwell and Myrtle Leach to be made parties hereto, be and the same is continued.

8570 Answer.

On October 5th, 1907, the following Answer was filed:-

Fannie Rockwell and Sarah A. Connell, by her Guardian, William Rockwell, Plaintiffs,
vs.
William L. Blaney, et al, Defendants.

Court of Common Pleas,
Union County, Ohio,
October 5th, 1907.

Now comes William L. Blaney and A. Lee Seeley, as executors of the last Will and Testament of Samuel Ryan, deceased; and The Board of Education of Jerome Special School District, defendants in the above action and for their answer to the amended petition herein say:

They deny that the said William C. Rockwell, Arthur T. Rockwell and Myrtle Leach are the only heirs and legal representatives of said Samuel Ryan, deceased, and deny that at the time of executing his will, the said Samuel Ryan, was of unsound mind or memory, and deny that he was mentally incapacitated of making a will or the proper distribution of his property, and deny that he was an insane person at the time of executing his will, and deny that he was insane at any time; and deny that said Samuel Ryan was unduly influenced to make said will, and deny that at the time of making his said will the said Samuel Ryan was in any manner influenced or coerced into signing said will, and deny that said William L. Blaney or A. Lee Seeley or any other person influenced or coerced the said Samuel Ryan into signing or making said will.

And these defendants aver that at the time of executing his said will the said Samuel Ryan was of sound mind and memory, and had full capacity to make the same, and that he was not under any restraint or coercion, and that the paper writing referred to in the petition is the valid last will and testament of the said Samuel Ryan, deceased.

Wherefore these defendants ask that said paper writing be declared to be the valid last Will and Testament of said Samuel Ryan and enforced as such, and for all such other and further relief as the nature of the case may required.

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J. L. Cameron, Frank Ballinger,
& McCrory & Cameron
Attorneys for Defendants.

The State of Ohio, Union County, ss.
Elmer Herriott, being first duly sworn, says that he, the President of and one of the members of The Board of Education of Jerome Special School District, a defendant in the above action, and that the facts stated and allegations made in the foregoing answer are true as affiant verily believes.

Elmer Herriott

Sworn to before me and signed in my presence this 9th day of October, 1907.

(Seal) Robt. McCrory, Notary Public.

Entry was filed.
Court of Common Pleas,
October 9th, 1907,
Union County, Ohio.

§570 Entry

On October 9th, 1907, the following
Fannie Rockwell and Sarah
A. Cowell, by her Guardian,
William Rockwell, Plaintiffs,
Vs.
William L. Blaney, et al, Defendants.

Answer of Defendants withdrawn by leave of the court.

§570 Entry.

On October 12th, 1907, the following Entry was filed:-
Fannie E. Rockwell and Sarah
A. Cowell, an insane person, by
her Guardian, William Rockwell,
Plaintiffs,
Vs.
William L. Blaney and A. Lee Seeley as executors of the last will and testament of Samuel Ryan, deceased, Abraham Rapole, Protection Lodge 219, Independent Order of Odd Fellows of Jerome, Union County, Ohio, Urania Lodge 311 Free and Accepted Masons of Plain City, Ohio, and The Board of Education of Jerome Special School District, Defendants.

Court of Common Pleas,
Union County, Ohio,
October 12th, 1907.

This day came William C. Rockwell, Arthur G. Rockwell and Myrtle Leach and made their motion and application to this court for leave to be substituted as parties herein; it appearing that both said Fannie Rockwell and Sarah A. Cowell have died since this action was commenced. Said motion and application is refused by the court upon the grounds that it does not appear that either the said William C. Rockwell, Arthur G. Rockwell or Myrtle Leach had any interest in the estate of said Samuel Ryan at the time said will was probated and that they are not proper parties hereto.

And it appearing to the court that both the said Fannie E. Rockwell and Sarah A. Cowell died since this action was brought and there being no other person who was interested in said will, or estate at the time said will was probated, who desired to contest said will, it is ordered by the court that this action be, and the same is dismissed.

To all of which rulings and decisions of the Court, the said William C. Rockwell, Arthur G. Rockwell and Myrtle Leach, by

their attorneys, except.

8570 Entry — On November 30th, 1908, the following Entry was filed:

Fannie E. Rockwell, et. al.
Plaintiffs,
Vs.
William L. Blaney, et. al,
Defendants,

Court of Common Pleas,
Union County, Ohio.
November 30th, 1908.

This day came the parties herein by their attorneys; also came the following-named persons as jurors, to wit:- Wm. Neal, Leroy Wolford, Marshal Langstaff, Wm. Shipley, Charles Dowdna, Frank Stevenson, John Green, Elliott Southard, Sterling Cheney, L.C. Davis, John Andrews and Jasper N. Gowell, who were duly impaneled and sworn according to law; and thereupon the cause came on for hearing on the pleadings and evidence.

And the said jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 9 o'clock.

8570 Entry. — On December 1st, 1908, the following Entry was filed:-

Fannie E. Rockwell, et. al.
Plaintiffs,
Vs.
William L. Blaney et. al.
Defendants.

Court of Common Pleas,
Union County, Ohio,
December 1st, 1908.

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 hour for adjournment having arrived, the court discharged said jury until tomorrow morning at 8 o'clock.

8570 Entry. — On December 7th, 1908, the following Entry was filed:-

Fannie Rockwell and Sarah A. Cowell, an insane person by her guardian, William Rockwell,
Plaintiffs,
Vs.
William L. Blaney and others,
Defendants.

Court of Common Pleas,
Union County, Ohio
December 7th, 1908.

The jury in this action having, on a former day of this term, rendered a verdict for the defendants, finding that the paper writing referred to in the petition as the last will of Samuel Ryan, is his last will, and no motion for a new trial having been made:

It is therefore, in accordance with said verdict, adjudged by the court that the paper writing produced in this case, and offered in evidence, purporting to be the last will and testament of the said Samuel Ryan, deceased, is his valid last will and testament.

It is further adjudged, that the said defendants recover of said plaintiffs their costs herein expended, and judgment is rendered against plaintiffs for their costs herein, and execution is awarded therefor.

Attest: Charles Parrott, Clerk.
By Frater McCrory, Deputy.

8827 Petition. — Plea... within ... Court of ... Brodrick ... Be it ... A.D. 1908 ... court: John C... Mary E... for more ... dent of ... the said ... riage. band, an... here giv... wit: great dis... her, or l... raises a ... versing ... mother, ... having ... named; ... who is co... she would ... with other ... the store ... quired h... farmer t... done. the marke... to go w... call on ... nounced ... go to see ... nounced ... life as ... quired t... talk to ... named, ... plaintiff...

Pleas continued and held at the Court House in Marysville within and for Union County, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 21st. day of October, A.D. 1908, the following Petition was filed with the Clerk of said Court, towit:

8827
Petition.

John C. Blair, Plaintiff.
vs.
Mary Ethil Blair, Defendant

Court of Common Pleas,
Union County, Ohio,
October 21st. 1908.

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 31st. day of July, 1906, he was married to the said defendant, but there have been no children born of such marriage.

The plaintiff has always conducted himself properly as a husband, and been true to his marriage contract.

But the defendant, disregarding her duties as a wife, has been guilty of gross neglect of duty and extreme cruelty in this, towit:

Without any cause or provocation therefor, she has taken a great dislike to the plaintiff's mother and not only refused to speak to her, or let her come near plaintiff's residence, but she gets angry and raises a disturbance when she sees the plaintiff and his mother conversing together. And for no other reason than her hatred of plaintiff's mother, the defendant has frequently kept the plaintiff awake at nights jawing him and scolding about his mother and calling her evil names; the said defendant has become unjustly jealous of the plaintiff, who is conducting an agricultural implement store at Richwood, Ohio and she would spy about the store and falsely accuse plaintiff of misconduct with other women, and would scold and carry on if he did not close the store early and come directly home, although plaintiff's business required him to keep his store open in the evenings to accomodate the farmer trade that would come in after the days work on the farm was done.

The plaintiff's mother now lives in Columbus, Ohio, and during the week of the state fair this year, the plaintiff asked the defendant to go with him to visit the fair and incidentally stated that he would call on his mother, and this so incensed the defendant that she denounced the plaintiff and his mother, and told plaintiff if he did go to see his mother he need not come back any more.

The defendant, in the presence of others has frequently denounced and abused the plaintiff and endeavored to make his life as miserable as she possibly could, and although she knew it grieved the plaintiff and caused him shame and suffering she would talk to others disrespectfully of plaintiff's mother and call her evil names, until finally, about the first of September of this year the plaintiff and defendant separated and no longer live together.

The defendant has neglected her household duties and her duties as a wife and refused to longer live with plaintiff.

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

J. L. Cameron,
Attorney for Plaintiff.

8827 Precipe. On October 21st, 1908, the following Precipe was filed:-

John C. Blair, Plaintiff,
vs.
Mary Ethel Blair, Defendant.

Court of Common Pleas,
Union County, Ohio,
October 21st, 1908.

Clerk: Issue copy of the Petition and summons, returnable according to law.

J. L. Cameron, Attorney for Pltff.

8827 Summons. On October 21st, 1908, the following Summons was issued:-

John C. Blair, Plaintiff,
vs.
Mary Ethel Blair, Defendant.

Court of Common Pleas,
Union County, Ohio,
October 21st, 1908.

To the Sheriff of the County of Union:-

You are commanded to notify Mary Ethel Blair that John C. Blair 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 extreme cruelty 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 from and after the service of this writ.

You will make due return of this summons, on the 2 day of November, A. D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 21st. day of October, A. D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Received 3 o'clock P M. on the 21" day of Oct. A. D. 1908, and on the 21" day of Oct. A. D. 1908, 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.

D. C. Dolenbaugh, Sheriff.

8827 Agreement. On December 9th, 1908, the following Agreement was filed:-

John C. Blair, Plaintiff,
vs.
Ethel Blair, Defendant.

Court of Common Pleas,
Union County, Ohio.
December 9th, 1908.

It is agreed by the parties in the above entitled case, that if a decree for divorce is granted the plaintiff, he shall pay as alimony the sum of Five Hundred Dollars to be paid as follows:-

Fifty Dollars is already paid, Two Hundred Dollars to be deposited with the Clerk of the Court at the time decree is granted, Two Hundred and Fifty Dollars is to be paid in an account, which the plaintiff has against Leo Fisher, a brother of defendant; this account is to be assigned to defendant and deposited with the Clerk of the

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Court for defendant at time decree is granted.

The plaintiff is also to pay to S. W. Van Winkle, as attorney for defendant, the sum of Twenty Five Dollars as attorneys fees.

The defendant is to have the household goods now in the possession of defendants mother; that is, all plaintiffs interest in said household goods is to be transferred to defendant at time decree is granted.

The plaintiff is to pay the cost made in the case.

In testimony whereof the parties have hereunto signed their names, this 27 day of November, 1908.

John C. Blair
Ethel Blair.

§827 Entry.

On December 9th. 1908, the following Entry was filed:-

John C. Blair, Plaintiff.
vs.
Mary Ethel Blair, Defendant.

Court of Common Pleas,
Union County, Ohio,
December 9th. 1908.

This cause came on to be heard on the petition and evidence, the defendant being in default of answer or demurrer, although duly served with process, together with a copy of the petition, according to law. Upon due consideration whereof, the court finds that the plaintiff was a resident of this state for more than one year next before the filing of the petition, and at the time of filing the same was a bona fide resident of said 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 gross neglect of duty 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 that the marriage relation and contract heretofore existing between the parties hereto be and the same is, dissolved and both parties released from the obligations of the same.

And it further appearing that the parties have entered into a post nuptial agreement as to alimony, the court on examination thereof, find the same to be just and reasonable and the same is approved and confirmed and ordered to be filed and recorded as the judgment and decree of the court as to alimony, and it is further ordered that the plaintiff be required to pay the costs hereof.

And at the request of the defendant she is restored to her maiden name of Mary Ethel Fisher.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

8854
Petition.

Plea continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 9th. day of December, 1908, the following Petition was filed with the Clerk of said Court, towit:-

John Glenn, Plaintiff,
vs.
John Blayney, Defendant.

Court of Common Pleas,
Union County, Ohio,
December 9th, 1908.

The defendant on the day of A.D. 190 , executed and delivered to W. J. Glenn, who afterward indorsed and transferred same to plaintiff, one promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note with all the endorsements thereon, are hereto attached, marked "Exhibit A," and make a part of this petition.

Said note is unpaid, except as shown by said endorsements, and there is now due the plaintiff on said note the sum of One Hundred and twenty nine dollars and eighty cents, with interest at the rate of 8 per cent. per annum, from the 1st. day of October, A.D. 1897.

Wherefore plaintiff prays judgment against said defendant for the sum of One Hundred and twenty nine dollars and eighty cents, with interest thereon from the 1st. day of October A.D. 1897, at the rate of 8 per cent. per annum till paid, and for costs of suit.

Phil M. Crow, Attorney
for Plaintiff.

"Exhibit A."

$ 129.80. #

Bellefontaine Ohio, October 1", 1897.

One year after date, for value received, we jointly and severally promise to pay to W. J. Glenn or order One Hundred and Twenty Nine and 80/100 dollars, with interest after date, until paid, at the rate of eight per cent per annum, at The Kenton National Bank, Kenton, Ohio.

And we hereby waive protest and notice thereof, and authorize and empower any Attorney at Law in the State of Ohio, or elsewhere, in our names and behalf, or in the name or behalf of any or either of us, to appear before any Court of Record or any Justice of the Peace, in said State of Ohio, or elsewhere, at any time after the 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 payee, or the legal holder, or endorsee, or assignee of said note, for the amount that may appear to be due thereon, for principal and interest, damages and cost of suit, releasing all errors in the judgment so confessed, and waiving all right and benefit of appeal, and any and all proceedings to set aside, open, suspend, or reverse such judgment, or any execution issued for the collection thereof.

(Signed) John Blayney

Postoffice, Belle Center, O.

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Answer.

On December 9th, 1908, the following Answer was filed:-
John Glenn, Plaintiff.
Vs.
John Blayney, Defendant.

Court of Common Pleas,
Union County, Ohio,
December 9th, 1908.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process thereon, and confess a judgment in favor of said Plaintiff against said defendant, on said note, for the sum of Two Hundred and forty six dollars and thirty six cents, being the amount appearing due for principal and interest on said note, and also for cost of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

J.R. Stillings.
Attorney for Defendant.

8854
Entry.

On December 9th, 1908, the following Entry was filed:
John Glenn, Plaintiff.
Vs.
John Blaney, Defendant.

Court of Common Pleas,
Union County, Ohio
December 9th 1908.

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendant, J.R. Stillings an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Two Hundred and forty six dollars and thirty six cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Two Hundred and forty six dollars and thirty six cents, and that said judgment bear interest at 8 per cent, from the 9th. day of December, A.D. 1908; and also his costs herein expended, taxed at $.

Attest: Charles Garrott, Clerk
By Hester McCrory, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John. M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908,

Be it remembered that heretofore, towit on the 25th. day of January, 1908, the following Petition was filed with the clerk of said Court, towit:-

8718
Petition

Rilla Cameron, Plaintiff,
Vs.
Bert Cameron, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 25th, 1908.

Plaintiff 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 7th day of August, 1907, she was married to the defendant Bert Cameron, in Union County, Ohio, and there are no living children as the issue of said marriage.

Plaintiff further says:

1. That the defendant has been guilty of habitual drunkenness for three years last past.

2. That the defendant for more than three years last past has been guilty of gross neglect of duty toward this plaintiff in that he has wilfully failed and neglected to provide this plaintiff with food and clothing and the common necessities of life, so that she has been compelled to live by her own labor, although he is and has been able bodied and fully able to properly support her.

3. That on or about the 10th day of September, 1907, the defendant, without any just cause or justification whatever so far as this plaintiff is concerned, was guilty of extreme cruelty toward her, the plaintiff by striking her with his fist and otherwise beating her and mal-treating her in a shameful manner, and the plaintiff further says that the defendant has on divers and sundry times prior to the 10th day of September, 1907, been guilty of extreme acts of cruelty towards her by striking, beating and threatening to kill her.

Plaintiff further says that she and the defendant are the owners of household goods valued at about fifty dollars the greater portion of which she has purchased with the money earned by her own labor. And that they are the owners of a cow that is worth about thirty dollars, which was given to them when a calf, and that she reared the same and has fed and cared for it herself.

Plaintiff fears that the defendant will sell the cow and the household goods or will attempt in some manner to damage and injure the same, and that he may commit some violence or do bodily harm to her, the plaintiff.

Therfore plaintiff prays that the defendant may be enjoined from selling the cow and the household goods or from removing them from where they are now located, and from in any way encumbering, damaging or injuring them and that he

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the defendant, be enjoined from in any way molesting or disturbing the plaintiff. That she be divorced from the defendant and that she be restored to her maiden name of Rilla Jolliff; that she be decreed the cow and the household goods, and that she be given alimony and for such other relief as is authorized by law.

S. N. Van Winkle
Atty. for plaintiff.

State of Ohio, Union County, ss.

The plaintiff, Rilla Cameron, being duly sworn, depose and says that the facts set forth in the above pleading are true.

Rilla Cameron.

Sworn to and subscribed before me, a Notary Public, this 24th day of January, 1908.

(Seal) W. D. Cameron, Notary Public.

Court of Common Pleas, Union County, Ohio. January 25th. 1908.

8718 Precipe. Rilla Cameron, Plaintiff, Vs. Bert Cameron, Defendant.

To the Clerk:- Issue summons properly endorsed and directed to sheriff of Union County and returnable according to law.

S. N. Van Winkle, Atty for Plaintiff.

8718 Summons. On January 25th. 1908, the following Summons was issued.

Court of Common Pleas, Union County, Ohio. January 25th, 1908.

Rilla Cameron, Plaintiff, Vs. Bert Cameron, Defendant.

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

You are commanded to notify Bert Cameron that Rilla Cameron 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 and gross neglect of duty, and asking that she be divorced from him, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons, on the 3d. day of February, A. D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 25th. day of January, A. D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Received 8 o'clock A. M. on the 27th day of Jan. A. D. 1908, and on the 27th day of Jan. A. D. 1908, 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.

D. C. Bolenbaugh, Sheriff.

8718 Temporary Restraining Order. On January 25th. 1908, the following Temporary Restraining Order was filed:

Court of Common Pleas, Union County, Ohio. January 25th, 1908.

Rilla Cameron, Plaintiff, Vs. Bert Cameron, Defendant.

I allow a temporary restraining Order in the above actions, as

prayed for in the Petition, until the same can be further heard, An undertaking herein being dispensed with under the statutes of this State.

Done this 25th day of January, 1908.

John M. Brodrick, Judge.

8718 Entry.

On March 14th, 1908, the following Entry was filed:-

Rilla Cameron, Plaintiff.
vs.
Bert Cameron, Defendant.

Court of Common Pleas,
Union County, Ohio
March 14th, 1908.

This day this cause came on to be heard upon the pleadings and evidence. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons and process and that he has failed to appear and is in default for answer or demurrer to the petition; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 7th day of August, 1902, as alleged in said petition, and that no children were born of said marriage, and that the defendant has been guilty of habitual drunkenness, extreme cruelty and gross neglect of duty as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff be and she hereby is restored to her maiden name of Rilla Jolliff.

It is further ordered that the plaintiff be given and decreed all the household goods and furniture, and the cow to be hers absolutely, and that she recover of the defendant the costs herein taxed at $, and that a judgment be rendered accordingly and an execution allowed to issue and that this case be recorded.

8718 Entry.

On March 21st 1908, the following Entry was filed:-

Rilla Cameron, Plaintiff.
Vs.
Bert Cameron, Defendant

Court of Common Pleas,
Union County, Ohio
March 21st, 1908.

This day this cause came on for hearing on the motion of the defendant, and it is hereby ordered that the decree of March 14th 1908, be set aside and the defendant given leave to file answer.

8781 Motion

On September 26th, 1908, the following Motion was filed:-

Rilla Cameron, Plaintiff.
Vs.
Bert Cameron, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 2nd, 1909.

Now comes the plaintiff and moves the court to set aside and vacate the order of the court made in this cause of action on the 21st. day of March, 1908, wherein it set aside the decree for divorce and alimony made on the 14th day of March, 1908, and to strike from the files the answer of the defendant for the reason that said order made on the 21st. day of March, 1908, reopening the case and allow-

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ing the defendant to file his answer is unauthorized by law, and against public policy and should not have been made.

S. N. Van Winkle, Atty. for Plaintiff.

8718 Entry.

On January 2nd, 1909, the following Entry was filed.

Court of Common Pleas, Union County, Ohio, January 2nd, 1909.

Rilla Cameron, Plaintiff.
Vs.
Bert Cameron, Defendant

This day this cause came on for hearing on the motion of the defendant and leave was given defendant to withdraw answer and cross-petition and the cause was removed from the files.

On hearing of motion of plaintiff, the decree of March 21st, 1908, was set aside and vacated and decree of March 14th, 1908 is affirmed.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the March Term, A. D. 1908.

Be it remembered that heretofore, towit on the 19th. day of May, 1908, the following Petition was filed with the Clerk of said Court, towit:

8767 Petition.

Elizabeth Cashell, Plaintiff,
vs.
William Cashell, Defendant.

Court of Common Pleas,
Union County, Ohio,
May 19th, 1908.

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

That she was married to the defendant on the 25th. day of March, 1896; that one child was born of said marriage, towit, Hugh Cashell, age 11 years.

That ever since said marriage she has conducted herself towards the defendant as a chaste, faithful and obedient wife. That the defendant notwithstanding his marital obligations toward this plaintiff has been guilty of habitual drunkenness for more than three years last past.

Second cause of action; Plaintiff says that ever since the 4th. day of July, 1906, the defendant has been guilty of gross neglect of duty towards her, in this, that in all that time he has furnished her but $1.00 in money, and has wholly failed and neglected to furnish her with a home in which to live, clothing to wear, and food to eat: And in this, towit, that he has left the support of said child wholly to plaintiff and its and her relatives, the defendant having paid but $ 3.00 towards its support since said 4th. day of July, 1906.

Plaintiff further says that the defendants habits as to drunkenness render him wholly unfit for the custody and education of a child.

Wherefore plaintiff prays that she may be divorced from the defendant, that she may be awarded the care, custody and control of said child and for such other relief as may be just and equitable.

Hoopes & Robinson
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Elizabeth Cashell, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true, as she verily believes.

Elizabeth Cashell.

Sworn to before me and subscribed in my presence this 16th. day of May, 1908.

James E. Robinson,
(Seal) Notary Public.

8767 Affidavit for Publication.

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On May 19th, 1908, the following Affidavit for Publication was filed:-
Court of Common Pleas.
Union County, Ohio.
May 19th. 1908.

Elizabeth Cashell, Plaintiff.
Vs.
William Cashell, Defendant.

The State of Ohio, Union County, ss.

Elizabeth Cashell, being first duly sworn, says that the above action is one for a divorce, that the defendant is a non-resident of the State of Ohio, and is a resident of the State of Maryland, having his residence at 1300 West Franklin Street, Baltimore, Maryland; that service of a summons can not be made on him in the said State of Ohio;

Elizabth Cashell

Sworn to before me and subscribed in my presence this 16th. day of May, 1908.

(Seal) Dudley E. Thornton,
Probate Judge.

8767
Proof of
Publication

On June 24th. 1908, the following Proof of Publication was filed:-
Court of Common Pleas.
Union County, Ohio
June 24th. 1908.

Elizabeth Cashell, Plaintiff
Vs.
William Cashell, Defendant.

William Cashell residing at 1300 West Franklin street, Baltimore Maryland, will take notice that on the 16th day of May, 1908, Elizabeth Cashell filed her petition in the Court of Common Pleas of Union County, Ohio, being Cause No. 8767, praying for a divorce from said William Cashell, on the grounds of habitual drunkenness for three years last past, and for gross neglect of duty, and that said cause will be for hearing on and after the 2nd. day of July, 1908.

Elizabeth Cashell,
By Hoopes & Robinson, her attorneys.

The State of Ohio, Union County, ss.

Personally appeared before me M. O. Shearer and made solemn oath that the notice, a copy of which is herto attached was published for 6 consecutive weeks on and next after May 20, 1908 in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

M. O. Shearer.

Sworn to before me and signed in my presence this 24 day of June, A. D. 1908.

(Seal) Chas. Parrott

8767
Entry.

On July 11th, 1908, the following Entry was filed:-
Court of Common Pleas,
Union County, Ohio.
July 11th, 1908.

Elizabeth Cashell, Plaintiff,
Vs.
William Cashell, Defendant.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel, the consideration thereof, and the Court being fully advised in the premises finds that the defendant has been duly and legally served by publication according to law, and that he is in default for answer or demurrer to the petition; that at the time of the filing of the petition

herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 25 th. day of March, 1896, as alleged in said petition. That there was born of said marriage one boy, Hugh Cashell, and that the defendant has been guilty of habitual drunkenness and gross neglect of duty as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be, and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff have the care, custody, control, maintenance and education of said minor, Hugh Cashell, until the further order of the court; and it is further ordered and decreed that the defendant pay to the plaintiff as her reasonable alimony the sum of three hundred dollars and that execution may issue therefor.

Attest: Charles Parrott, Clerk,
By Hester McCoy, Deputy.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the September Term, A. D. 1908.

Be it remembered that heretofore, towit, on the 7th. day of November, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8834 Petition.

Elizabeth Miller, Plaintiff

Vs.

Henry Miller, Defendant.

Court of Common Pleas,
Union County, Ohio.
November 7th. 1908.

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

On the 22nd. day of July, 1907, at the County of Union she was married to the defendant, Henry Miller. That no children were born to said marriage.

The defendant has been guilty of gross neglect of duty towards plaintiff. That shortly after marriage he brought her to Marysville to her folks and there abandoned her, leaving her without any means of support, he has wilfully failed and neglected to provide this plaintiff with food, clothing and the common necessaries of life or a home, leaving her to shift and work for herself, heaping insult and ridicule upon her ever since she has been compelled to live by her own exertion and labor to support herself, although he is strong and fully able to work, being a good mechanic and receiving good wages, and was fully able to support her in good manner.

Wherefore, plaintiff prays the court that upon the hearing of this cause she be divorced from said defendant, and for such other and further relief as in equity she may be entitled to.

A. K. Kollefrath, atty. for Plaintiff.

8834 Affidavit for Publication

On November 7th, 1908, the following Affidavit for Publication was filed:-

Elizabeth Miller, Plaintiff.

Vs.

Henry Miller, Defendant.

Court of Common Pleas,
Union County, Ohio.
November 7th. 1908.

State of Ohio, Union County, ss.

The plaintiff in the above entitled action, being first duly sworn, says that this action is brought against the defendant, Henry Miller, in this court for divorce, according to the statute in such case made and provided; That the residence of the said defendant is to this plaintiff unknown, and that she has been unable, by the exercise of reasonable diligence, to ascertain the same; for that reason service of summons and a copy of the petition cannot be made in this state, nor is the said plaintiff able to mail a copy thereof to said defendant's place of residence.

Lizzie Miller.

Sworn to before me by the said Elizabeth Miller, plaintiff, this 4th day of November, 1908.

(Seal)

A. K. Kollefrath,
Notary Public.

8834 Proof of Publication.

On December 18th, 1908, the following Proof of Publication was filed:-

Elizabeth Miller, Plaintiff
Vs.
Henry Miller, Defendant.

Court of Common Pleas,
Union County, Ohio,
December 18th, 1908.

Henry Miller, whose place of residence is unknown to the petitioner, is notified that Elizabeth Miller did on the 7th. day of November, file her petition in the office of the clerk of the Court of Common Pleas within and for the county of Union and State of Ohio, charging the said Henry with gross neglect of duty and asking that she may be divorced from the said Henry Miller, which petition will stand for hearing at the next term of said court.

Dated November 7, 1908.

The State of Ohio, Union County, ss.

Personally appeared before me W. C. Shearer and made solemn oath, that the notice, a copy of which is herto attached was published for 6 consecutive weeks on and next after Nov. 11, 1908, in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

W. C. Shearer,

Sworn to before me and signed in my presence this 18 day of December, A.D. 1908.

(Seal) Chas. Parrott, Clerk,

8834 Entry.

On December 24th. 1908, the following Entry was filed:-

Elizabeth Miller, Plaintiff
Vs.
Henry Miller, Defendant.

Court of Common Pleas,
Union County, Ohio,
December 24th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by publication according to law, and that he has failed to appear and is in default for answer and demurrer to petition and that the allegations thereof are by him confessed to be true; that at the time of the filing of the petition herein, the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 22 day of July, 1907, as alleged in said petition, and that the defendant has been guilty of gross neglect of duty as alleged in said petition; and that said plaintiff is therefore entitled to a divorce as prayed for in said petition.

It is therfore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff pay the costs of this procreding taxed at $, and that this case be recorded.

Attest: Charles Parrott, Clerk,
By Hester McCoy, Deputy.

8829 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. John M. Brodrick, Judge of the Said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 22nd. day of October, 1908, the following Petition was filed with the clerks of said Court, towit:

8829 Petition.

Cynthia Cottrell, Plaintiff,
Vs
Thos. J. Cottrell, Defendant.

Court of Common Pleas,
Union County, Ohio
October 22nd.

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

That on the 21st. day of December, 1887, at Kiawatha, Kansas she was married to this defendant and that no children were born of this marriage union.

Plaintiff says that the defendant has been wilfully absent from plaintiff for more than three years last past and has wholly disregarded all his marital duties toward this plaintiff.

That for more than three years last past he has been guilty of gross neglect of duty toward this plaintiff in that he has not provided her with any of the necessaries or comforts of life, although he has been abundantly able to do so, and that she has been compelled to live by her own exertions and labor.

Plaintiff further says the defendant is receiving a pension from the Government and is engaged in business in Ridgeway, Ohio, from which he derives a fair income.

Plaintiff prays that she may be divorced from the defendant and have her name restored to that of Cynthia Moffitt; that she may be allowed alimony sufficient for her expenses in the prosecution of this case; that she may recover her costs herein and for such other relief as is authorized by law.

S. M. Van Winkle, Atty for plaintiff.

8829 Precipe

On October 22nd, 1908, the following Precipe was filed:-

Cynthia Cottrell, Plaintiffs.
Vs.
Thos. J. Cottrell, Defendant,

Court of Common Pleas,
Union County, Ohio,
October 22nd 1908.

To the Clerk:-

Issue summons and copy of petition for defendant, directed to Sheriff of Logan County, Ohio, returnable according to law.

S. M. Van Winkle, Atty.

8829 Summons

On October 22nd, 1908, the following Summons was issued:-

Cynthia Cottrell, Plaintiffs
Vs.
Thomas J. Cottrell, Defendant.

Court of Common Pleas,
Union County, Ohio.
October 22nd, 1908.

To the Sheriff of the County of Logan.

You are commanded to notify Thomas J. Cottrell that Cynthia Cottrell 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 wilfull absence and gross

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

You will make due return of this summons, on the 2nd. day of November, A.D. 1908.

Witness my hand and the Seal of said Court at Marysville this 22nd. day of October, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

Received 3 o'clock P.M. on the 22" day of October, A.D. 1908, and on the 29" day of October, A.D. 1908, 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.

E. P. Humphrey, Sheriff

By Presley Shaw Deputy.

8824 Petition.

8829 Entry.

On December 26th, 1908, the following Entry was filed:-

Cynthia Cottrell, Plaintiff. Court of Common Pleas,

Vs. Union County, Ohio.

Thomas J. Cottrell, Defendant. December 26th, 1908.

This day this cause came on to be heard upon the pleadings and evidence. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with summons and a copy of the petition; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 21st. day of December, 1887, as alleged in said petition, and that no children have been born of said marriage, and that the defendant has been guilty of wilful absence and gross neglect of duty as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therfore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that the plaintiff be restored to her former married name of Cynthia Moffitt, and that the plaintiff shall recover judgment for the costs herein taxed.

Attest: Charles Parrott, Clerk.

By Hester McCrory, Deputy.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 17th. day of October, 1908, the following Petition was filed with the Clerk of said Court, towit:

Court of Common Pleas,
Union County, Ohio
October 17th, 1908.

8824
Petition.

Cordelia J. Drivitt, Plaintiff,
Vs.
Hannah Staley and Isaac Staley, her husband, Gregory Morey, and Clara Morey, his wife, Ben F. Morey and Belle Morey, his wife, Laura Green and Logan Green, her husband, Sherman Morey and Ollie Morey, his wife, Cecil Cogle and Cogle, her husband, Olive Montgomery, Logan Montgomery, Sheridan Montgomery Niff and Niff and John Niff, Guardian of Niff and Niff, minors, Alma Powell, Defendants.

First - The plaintiff alleges that on the 17th. day of April, 1908, one Elizabeth Morey died intestate, as the widow of Joseph Morey, deceased, (who died about the year 1888, seized in fee simple of following des. lands) seized of a dower estate as said widow, of the following described real estate; Situated in the Township of Leesburg, County of Union, State of Ohio, and Survey No. and bounded and described as follows - Being Lot Number One (1) of the subdivision of the Joseph Morey estate as surveyed by Charles S. Lee, surveyor of Union County, Ohio, November 18th, 1886, by order of court of Common Pleas of Union County, Ohio, and being the dower interest of Elizabeth Morey, widow of said Joseph Morey, decd, and Beginning at the south east corner of S. M. Morey's land (at being Lot No. 2 of said subdivision); Thence N. 4. 50 deg. W. 105, 69/100 poles to a stone and brick, N. E. corner to said Lot No. 2; Thence E. 42 90/100 poles to a stone; Thence S. 4 1/2 deg. E. 106. 91 poles to a stone south east corner of Lot No. One (1); Thence W. 49 90/100 poles to the beginning, Containing 30.83 acres more or less, See Vol. 4, Page 34, Surveyor's record, Union County, Ohio.

Also the following tract, towit: Beginning at a south west corner of Lot No. 2 belonging to S. M. Morey; Thence N. 4 deg. W. 1.22 poles to a stake and stone; Thence N. 12 deg. W. 97.10 poles to a stone and brick south west corner to Malissa J. Montgomery's lot containing 12.60 acres; Thence N. 4.50 deg. E. 21.10 poles to a stone and brick, north west corner to Morey's land; Thence S. 84 deg. E. 45.04 poles to a stone and brick, south west corner of J. G. Morey's land; Thence N. 4 deg. W. 19.98 poles to a stone and brick; Thence S. 10.50 deg. E. 52.06 poles to the beginning, Containing 4.17 acres more or less, being a

part of the dower estate of Elizabeth Morey, widow of Joseph Morey, deceased,

Second. Said Elizabeth Morey, deceased, and Joseph Morey, deceased, left as their children and only heirs at law the following persons, viz: Hannah Staley, who resides in Marysville, Ohio. Gregory Morey, who resides in Geneva, Ohio. Burt Morey, whose residence is Dover, Wisconsin; Laura Green, whose residence is Dover, Wisconsin; Sherman Morey, whose residence is Marion, Ohio; Cecil Cogle, whose residence is Delaware, Ohio. the only heir of Adam Morey, deceased, son of Elizabeth and Joseph Morey, deceased. Oliver Montgomery, resides at Moab, Washington State; Logan Montgomery resides at Moab State of W. Sheridan Montgomery, resides at Rathdrum, Idaho, Alma Montgomery Powell, resides at 1204 Mason street, Toledo, Ohio, Laura Montgomery, grand-children and heirs of Malissa Montgomery, and heir of Elizabeth and Joseph Morey, deceased; the said Laura Montgomery Neff, died about the year , leaving as her only children Neff and Neff, and John Neff, her widower, whose residence is Cecil, Ohio, #2. The plaintiff as an heir of Elizabeth Morey, has an undivided one seventh (1/7) interest in said land, and Gregory Morey, Hannah Staley, Burt F. Morey, Sherman Morey, Laura Green and Cecil Cogle, as the only heir of Adam Morey, deceased, each has a similar estate of an undivided one seventh (1/7) interest in said lands; and the said Oliver Montgomery, Sheridan Montgomery, Alma Montgomery Powell, and Logan Montgomery each has an undivided one thirty fifth (1/35) interest in said lands: Neff and Neff as the only children of Laura Montgomery Neff, deceased, and daughter of Malissa Morey Montgomery deceased, each has an undivided one seventieth (1/70) interest in said lands,

That John Neff is entitled to dower in the one thirty fifth (1/35) interest in said estate, as the husband of Laura Montgomery Neff. The plaintiff, therfore, prays for judgment confirming the shares of the parties as above set forth, and for a partition of said real estate, according to the respective rights of the parties interested therein, or, if the same can not be equitably divided, that said premises may be sold and the proceeds thereof be divided between the parties according to their respective rights, and for such other relief as equity may require.

F. A. Thompson,
Attorney for Plaintiffs.

State of Ohio, Union County, ss.

I, Cordelia J. Dewitt, plaintiff in the above entitled action, do solemnly swear that I believe the facts and allegations stated in the foregoing petition to be true.

Cordelia J. Dewitt.

Sworn to before me and signed in my presence this 16th. day of October, A.D. 1908.

F. A. Thompson, Notary Public,
(Seal) Union County, Ohio

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Precipe.

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On October 17th, 1908, the following Precipe was filed:-
Cordelia J. Dewitt, Plaintiff.
Vs.
Hannah Staley, et. al. Defendants.
Court of Common Pleas,
Union County, Ohio.
October 17th. 1908.

To Clerk:- Issue summons against Gregory Morey and Clara Morey, directed to the sheriff of Ashtabula County, Ohio; Sherman Morey and Olive Morey, his wife, directed to the sheriff of Marion County, Ohio; Cecil Cogle and Cogle, her husband, directed to the sheriff of Delaware County, Ohio; John Neff, and John Neff as guardian of Neff and Neff, minors, directed to the sheriff of Paulding County, Ohio, returnable according to law. Also to Hannah Staley and Isaac Staley, her husband, directed to the Sheriff of Union County, Ohio, returnable according to law; and Alma Powell, directed to Sheriff of Lucas County, Toledo, Ohio.

F. A. Thompson,
Attorney for Plaintiff.

8824
Summons.

On October 17th, 1908, the following Summons was issued:
Cordelia J. Dewitt, Plaintiff,
Vs.
Hannah Staley, et. al. Defendants.
Court of Common Pleas.
Union County, Ohio.
October 17th. 1908.

To the Sheriff of Ashtabula County:

You are hereby commanded to notify Gregory Morey and Clara Morey that they have been sued by Cordelia J. Dewitt in the Court of Common Pleas of Union County, and must answer by the 14th. day of November, A. D. 1908, 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 October, A. D. 1908.

Witness my hand and the seal of said Court, this 17th. day of October, A. D. 1908.

(Seal) Charles Parrott, clerk.

Sheriff's Return.

The State of Ohio. Ashtabula County, ss.

Received this writ, October 19th, A. D. 1908, at 11 o'clock A. M. and served same by personally handing a true and certified copy hereof to each of the within named Gregory Morey and Clara Morey.

B. W. Peck, Sheriff.

8824
Summons

On October 17th. 1908, the following Summons was issued:
Cordelia J. Dewitt, Plaintiff.
Vs.
Hannah Staley, et. al. Defendants.
Court of Common Pleas,
Union County, Ohio.
October 17th. 1908.

To the Sheriff of Marion County:

You are hereby commanded to notify Sherman Morey and Olive Morey that they have been sued by Cordelia J. Dewitt in the Court of Common Pleas of Union County and must answer by the 14th. day of November, A. D. 1908, 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 October, A. D. 1908.

Witness my hand and the seal of said Court, this 17th.

day of October, A. D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Marion County, ss.

Received this writ Oct. 19, A. D. 1908 at 9 o'clock A. M., and served same by handing a true and duly certified copy of this writ with all the indorsements thereon to each of the within named defendants.

Ez. Ec. Drown, Sheriff.
J. M Davidson, Deputy.

8824 Summons

On October 17th, 1908, the following Summons was issued:-

Cordelia J. Dewitt, Plaintiff
Vs.
Hannah Staley, et al, Defendants.

Court of Common Pleas.
Union County, Ohio
October 17th, 1908.

To the Sheriff of Delaware County:-

You are hereby commanded to notify Cecil Cogle and Cogle, her husband, that they have been sued by Cordelia J. DeWitt in the Court of Common Pleas of Union County and must answer by the 14th. day of November, A.D. 1908, 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 October, A.D. 1908.

Witness my hand and the seal of said Court, this 17th. day of October, A. D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Delaware County, ss.

Received this writ Oct. 19th A. D. 1908, at 8 o'clock A. M., and served same by handing to each of the within named defendants Cecil Cogle and Elwood Cogle on Oct. 24th 1908, a true copy of this writ with all the endorsements thereon.

C. M. Leonard, Sheriff.

8824 Summons

On October 17th, 1908, the following Summons was issued:-

Cordelia J. Dewitt, Plaintiff.
Vs.
Hannah Staley, et al, Defendants.

Court of Common Pleas,
Union County, Ohio.
October 17th, 1908.

To the Sheriff of Paulding County:

You are hereby commanded to notify John Neff and John Neff, as Guardian of Ruth Neff and Paul Neff, minors, that they have been sued by Cordelia J. DeWitt in the Court of Common Pleas of Union County and must answer by the 14th. day of November, A.D. 1908, 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 October, A.D. 1908.

Witness my hand and the seal of said Court, this 17th. day of October, A.D. 1908.

(Seal) Charles Parrott, Clerk.

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Sheriff's Return.

The State of Ohio, Paulding County, ss.

Rcevd this writ October 18" A.D. 1908 at 9 o'clock A.M., and pursuant to its command on the 26th. day of October, 1908, I served the same by personally handing a true and duly certified copy thereof with all the endorsements thereon to each of the following of the within named defendants, Ruth Neff and Paul Neff, minors.

I also on the same day left a true and duly certified copy thereof with all the endorsements thereon at the usual place of residence of the following of the within named defendants, John Neff and John Neff, as Guardian.

Henry A. Betts, Sheriff.

8824 Summons

On October 17th, 1908, the following Summons was issued:

Cordelia J. Dewitt, Plaintiff.
Vs.
Hannah Staley, et.al, Defendants.

Court of Common Pleas,
Union County, Ohio.
October 17th, 1908.

To the Sheriff of Union County:

You are hereby commanded to notify Hannah Staley and Isaac Staley that they have been sued by Cordelia J. Dewitt in the Court of Common Pleas of Union County, and must answer by the 17" day of November, A.D. 1908, 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 26" day of October, A.D. 1908.

Witness my hand and the seal of said Court, this 17th. day of October, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Rcevd this writ Oct. 19" A.D. 1908 at 8 o'clock A.M., and on Oct. 23" 1908, I served same by personally handing to the within named Hannah Staley and Isaac Staley true and certified copies of this writ with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8824 Summons.

On October 17th, 1908, the following Summons was issued:

Cordelia J. DeWitt, Plaintiff.
Vs.
Hannah Staley, et al, Defendants.

Court of Common Pleas
Union County, Ohio.
October 17th, 1908.

To the Sheriff of Lucas County:

You are hereby commanded to notify Alma Powell and Powell, her husband, that they have been sued by Cordelia J. DeWitt in the Court of Common Pleas of Union County and must answer by the 14 day of November, A.D. 1908, 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 October, A.D. 1908.

Witness my hand and the seal of said Court, this 17 day of October, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

8824 Affidavit.

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Sheriff's Return.

The State of Ohio, Lucas County, ss.

Received this writ October 19th. A.D. 1908 at 9 o'clock A.M., and served same by delivering on the 17th. day of October, 1908, to the within named defendant Alvira Powell, a true and certified copy of this writ with endorsements thereon. On the same day I also summoned the within named defendant, Ralph Powell, her husband, by leaving at his usual place of residence a true and certified copy of this writ with endorsements thereon.

S.B. Chambers, Sheriff.
By J.C. Newton, Deputy.

8824 Affidavit.

On October 17th. 1908, the following Affidavit was filed:-

Court of Common Pleas,
Union County, Ohio.
October 17th. 1908.

Cordelia J. DeWitt, Plaintiff.
Vs.
Hannah Staley, et.al. Defendants.

State of Ohio. Union County, ss.

Before me, a notary public, in and for the county aforesaid, came Cordelia J. DeWitt, who makes oath and says that service of summons cannot be made on the said defendants in the above entitled case, to-wit, Ben F. Morey; Laura Green and Logan Green, her husband, Olive Montgomery, Logan Montgomery and Sherman Montgomery in this state, and that this case is one of those mentioned in Revised Statutes of Ohio, Sec. No. 5045, that the said named defendants are all non-residents of this state.

Cordelia J. DeWitt

Sworn to before me and signed in my presence this 16th. day of October, A.D. 1908.

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

(Seal)

8824 Proof of Publication.

On November 24th. 1908, the following Proof of Publication was filed:-

Court of Common Pleas,
Union County, Ohio.
November 24th. 1908.

Cordelia J. DeWitt, Plaintiff.
Vs
Hannah Staley, et.al. Defendants.

Sheridan Montgomery residing at Rathdrum, Idaho; Logan Montgomery and Olive Montgomery, residents of Moab, State of Washington, will take notice that they have been made parties defendant in the above entitled action, by the plaintiff, who filed her petition in said Court of Common Pleas praying for an order of Partition of the following described premises: Situate in Township of Leesburg, County of Union, State of Ohio, and Survey No. 1440 and bounded as follows: Being Lot No. one (1) of the sub-division of the Joseph Morey estate as surveyed by Charles S. Lee, surveyor, of Union County, Ohio, November 18, 1886, by order of Court of Common Pleas of Union County, Ohio, and being the dower interest of Elizabeth Morey, widow of said Joseph Morey, deceased; and beginning at the south-east corner of S.W. Morey's land (it being Lot No. 2 of said sub-division); thence North 4 1/2° West 105 69/100 poles to a stone and brick Southwest corner to said lot No. 2; thence South — East 42 90/100 poles to a stone; thence South 4 1/2° East

106 91/100 poles to a stone Southeast corner of lot No. one (1); thence North — West 49 90/100 poles to the beginning, containing 35 acres more or less.

See Vol. 4. P. 34. Surveyor's Record, Union County, Ohio. that said case will be for hearing after the 19th. day of December, A.D. 1908.

Cordelia J. Dewitt.

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 herto attached, was published for 5 consecutive weeks on and next after Oct. 21, 1908, 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 24 day of November, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

8824 Writ of Partition

On December 24th, 1908, the following Writ of Partition was issued:

Cordelia J. Dewitt, Plaintiff,
vs.
Hannah Staley et. al, Defendants.

Court of Common Pleas,
Union County, Ohio.
December 24th, 1908.

To the Sheriff of said County:-

Pursuant to an order of our said Court of Common Pleas within and for said County, at the September Term, A.D. 1908, in a certain cause No. 8824, now pending in said Court, wherein Cordelia J. DeWitt is plaintiff, and Hannah Staley, et. al, defendants, you are commanded that without delay by the oaths of John Green, William J. Parrott and Freeman D. Love, 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, to-wit; Situated in the Township of Leesburg, County of Union and State of Ohio, and bounded and described as follows,

8824 Entry.

Being Lot No. 1 of the subdivision of the Joseph Money estate as surveyed by Charles S. Lee, Surveyor of Union County, Ohio, November 18th, 1886, by order of the Court of Common Pleas of Union County, Ohio, and being the dower interest of Elizabeth Money, widow of said Joseph Money, deceased, and beginning at the South East corner of S.W. Morris land (it being Lot No. 2 of said sub-division) Thence North 4 50/100° W. 105.69 poles to a stone and brick, North West corner to said Lot No. 2; Thence East 42.90 poles to a stone; Thence South 4½° East 106.91 poles to a stone, South East corner of Lot No. 1; Thence West 49.90 poles to the beginning, containing 35 acres more or less, See Vol. 4, Page 34, Surveyor's Record, Union County, Ohio.

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 the

said Court forthwith.

Witness my hand and the seal of said Court at Marysville Ohio, this 24" day of December, 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

As commanded by the foregoing writ, I have executed the same by the oaths of John Green, William J. Parrott and Freeman D. Lowe; 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 24" day of Dec. 1908.

D. C. Shumbaugh, Sheriff.

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 value thereof, and we do estimate the value of the same at Sixteen Hundred and Fifty Dollars.

Given under our hands this 24" day of Dec. 1908.

William J. Parrott
John L. Green
Freeman D Lowe
} Commissioners

8824 Entry.

On December 26th, 1908, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio.
December 26th, 1908.

Cordelia J. Dewitt, Plaintiff
Vs.
Hannah Staley, et al, Defendants.

Now came the plaintiff herein, by her attorney, and her petition thereupon coming on to be heard, the court find that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer and demurrer; and that the said petition is thereby confessed by them to be true. Thereupon the court find, that the said plaintiff, Cordelia Dewitt, is seized of, and has a legal right to the undivided one eighth 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 plaintiff in the said premises in the following proportions, to-wit: that the said Hannah Staley is seized of, and has a legal right to the undivided one eighth part thereof, the said Ben. F. Morey to the undivided one eighth part thereof, the said Sherman Morey to the undivided one eighth part thereof, the said Laura Green to the undivided one eighth part thereof, the said Gregory Morey to the undivided one eighth part thereof, the said Cecil Cowgill to the undivided one eighth part thereof, the said Olive Montgomery to the undivided one fortieth part thereof, the said Sheridan Montgomery to the undivided

one-fourth part thereof, the said Montgomery to the undivided one fourth part thereof, the said Montgomery to the undivided one fourth part thereof, the said Ruth Neff to the undivided one-eighth part thereof, the said Paul Neff to the undivided one fourth part thereof. And no reason appearing why partition should not be made:

It is therefore ordered, adjudged and decreed that partition of said estate be made; and that an order issue to the sheriff of the said County of Union, commanding him that by the oaths of John Green, John M. Lowe and Hiram Coder, three judicious and disinterested freeholders of the vicinity, who are hereby appointed commissioners for that purpose; he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of the said estate, to which they are herein before severally found entitled.

And it is ordered that if in the opinion of the said commissioners, said premises can not be divided by metes and bounds without injury to the value thereof, they appraise the same free of dower.

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

§824 Entry.

On December 26th, 1908 the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio,
December 26th, 1908.

Cordelia Dewitt, Plaintiff,
vs.
Hannah Staley, et al, Defendants.

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 $1650, 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 Cordelia Dewitt has elected to take the said premises at their appraised value, the same are upon payment by the said Cordelia Dewitt of the said sum of $1650, hereby adjudged to her; and the sheriff is ordered to convey said premises to her accordingly by deed in fee simple.

It is further ordered that the sheriff, out of the proceeds of the said sale, pay - First H. M. Morey & Co. Eighty dollars ($80.00) Second, to the Treasurer of Union County, $16.48 dollars, being the taxes and penalty due on said premises. Thirdly, to the Clerk of this Court, the costs of this action including a counsel fee of $59.50 to F. A. Thompson for his services herein; taxed at $112.92. Fourthly, And of the residue of the proceeds of said sale to the plaintiff, Cordelia Dewitt, one eighth of the balance of the proceeds, to-wit, the sum of $179.07. To the said defendants, Sherman Morey, Ora F. Morey, Laura Green, Gregory Morey, Hannah Staley and Cyil Cowgill each one-eighth of the balance of the proceeds, to-wit: the sum of $179.50; To

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the said Clive Montgomery, Sheridan Montgomery, Logan Montgomery and Alma Montgomery each one-fortieth of the balance of the proceeds, to-wit, the sum of $38.81.

To the said defendants, Paul Neff and Ruth Neff each one-eightieth of the balance of the proceeds, to-wit, the sum of $17.90.

Attest: Charles Parrott, Clerk.
By Hester McCoy, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, to-wit, on the 9th. day of May, 1908, the following Petition was filed with the clerk of said Court, to-wit:-

Court of Common Pleas,
Union County, Ohio,
May 9th. 1908.

8764
Petition.

Catherine Louisa Smart,
Plaintiff
Vs.
Adam Snider, Charles M. Snider,
George P. Snider, Charles Snider,
Hannah Farraud, Mae Lowland,
R.L. Woodburn, and R. M. Howard,
Defendants.

Plaintiff says that Phillip Snider died seized of the property hereinafter described, on the 17th. day of December, 1896.

That on the 2nd. day of January, 1897, the will of said Phillip Snider was duly probated in the Probate Court of Union County, Ohio.

That Item 5th of said will provides as follows, "It is my will that my daughter, Catherine Louisa Smart have the rents and profits of Sn Lot No. 29 and a strip of ½ foot in width off the North side of Sn Lot No. 32 in the Village of Marysville, Ohio, extending from West street, now Court street, to the alley, during her natural life, at her death to be divided as follows, viz: ¼ to the heirs of my son John F. Snider, decd. ¼ to Adam Snider, ¼ to Charles M. Snider, and ¼ to Mary Howard."

That the said George P. Snider, Charles Snider and Hannah Farraud are the heirs and only heirs at law of said John F. Snider, decd.

That on the day of January, 1904, said Mary Howard died intestate, leaving Rolla M. Howard her widower, and May Howland and Minnie Mandell, her only heirs at law.

That on the 16th. day of May 1905, said Minnie Mandell conveyed by quit-claim deed all her interest in said real estate to said R.L. Woodburn.

That on the day of , 1905, the Village of Marysville by ordinance duly passed assessed against said premises the sum of $307.53 payable in ten annual installments for the paving of Court street, that the plaintiff has paid thereon the sum of $17.22.

That on the day of , 1906, the said village by ordinance duly passed assessed against said premises the sum of $658.67, payable in ten annual installments for the paving of Fourth street.

That both of said assessments have been certified to the County Auditor of Union County, Ohio, by said village and by him have been placed upon the tax list, against said premises.

That said improvements are permanent improvements and said premises have been enhanced in value thereby.

That the defendants are the owners in fee in common of the

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estate in remainder in said premises after the death of the plaintiff, except R. M. Howard, who has but a dower estate in said premises after the death of plaintiff.

That the plaintiff has a life estate only in said premises.

That she was 61 years of age on the 1st. day of February, 1908.

Wherefor plaintiff prays that the court may apportion the cost of the said assessments between the plaintiffs and the defendants in proportion of the relative value of said improvements to their estates, respectively, and for such other relief as justice and equity may require.

Hoopes & Robinson,
Attorneys for plaintiff

The State of Ohio, Union County, ss.

Catherine Louisa Smart, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true, as she verily believe.

Catherine Louisa Smart.

Sworn to before me and subscribed in my presence this 8th day of May, 1908.

(Seal) James E. Robinson, Notary Public.

8764 Precipe. On May 9th, 1908, the following Precipe was filed:-

Catherine Louisa Smart, Plaintiff,
vs.
Adam Snider, et al, Defendants.

Court of Common Pleas,
Union County, Ohio,
May 9th, 1908.

To the Clerk:

Issue summons directed to the sheriff of Union County for the defendants in the above entitled case, Adam Snider, and to the sheriff of Morrow County for the defendants Charles N. Snider, Cardington, and make same returnable according to law. Endorse summons "action for equitable relief."

Hoopes & Robinson,
Attorneys for plaintiff.

8764 Summons. On June 1st, 1908, the following Summons was issued:-

Catherine Louisa Smart, Plaintiff,
vs.
Adam Snider, et al, Defendants.

Court of Common Pleas,
Union County, Ohio
June 1st, 1908.

To the Sheriff of Union County:

You are hereby commanded to notify Adam Snider that he has been sued by Catherine Louisa Smart in the Court of Common Pleas of Union County and must answer by the 4 day of July, A.D. 1908, 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 June, A.D. 1908.

Witness my hand and the seal of said Court this 1st. day of June, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ June 2nd, A.D. 1908 at 2 o'clock P.M. and on June 2nd, 1908 I served same by personally handing the within named Adam Snider a true and certified copy thereof with all the endorsements thereon.

D. C. Palenbaugh, Sheriff.

8764 Summons

On June 1st, 1908, the following Summons was issued:-

Catherine Louisa Smart, Plaintiff

Vs.

Adam Snider, et al, Defendants.

Court of Common Pleas, Union County, Ohio, June 1st, 1908.

To the Sheriff of Morrow County:

You are hereby commanded to notify Charles W. Snider that he has been sued by Catherine Louisa Smart in the Court of Common Pleas of Union County and must answer by the 4th day of July, A.D. 1908, 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 June, A.D. 1908.

Witness my hand and the seal of said Court, this 1st day of June, A.D. 1908.

Chas. Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Morrow County, ss.

Received this writ June 4th, A.D. 1908 at 8 o'clock A.M., and served same by personally handing to Charles W. Snider a true and duly certified copy of this writ with all the endorsements thereon.

Executed June 5th 1908.

W. M. Frizzell, Sheriff of Morrow Co.

8764 Waiver.

On June 3rd, 1908, the following Waiver was filed:-

Catherine Louisa Smart, Plaintiff.

Vs.

Adam Snider, et ak, Defendants.

Court of Common Pleas, Union County, Ohio June 3rd, 1908.

The undersigned defendants in the above entitled cause hereby waive the issuing of a summons and the service of same in the above entitled case and hereby enter their appearance therein.

Geo. P. Snider
Hannah Farraud
C. L. Snider

8764 Waiver

On June 3rd, 1908, the following Waiver was filed:-

Catherine Louisa Smart, Plaintiff.

Vs.

Adam Snider, Charles W. Snider, George P. Snider, Charles Snider, Hannah Farraud, Mae Howland, R. L. Woodburn, and R. M. Howard, Defendants.

Court of Common Pleas, Union County, Ohio, June 3rd, 1908.

The undersigned defendants in the above entitled cause hereby waive the issuing of a summons and the service of same in the above entitled case and hereby enter their appearance therein.

8764 Entry

8764 Supplemental Petition.

8764
Entry

On December 11th, 1908, the following Entry was filed:-
Catherine Louisa Smart, Plaintiff
Vs.
Adams Snider, et. al. Defendants.
This day leave is given to plaintiff to file supplemental petition by December 9th.

R. M. Howard,
R. L. Woodburn
Mae Howland.

Court of Common Pleas,
Union County, Ohio,
December 11th, 1908.

8764
Supplemental Petition

On December 9th, 1908, the following Supplemental Petition was filed:-
Catherine Louisa Smart, Plaintiff.
Vs.
Adams Snider, Charles N. Snider,
George P. Snider, Charles Snider,
Hannah Farraud, May Howland,
R. L. Woodburn and R. M. Howard,
Defendants.

Plaintiff makes all the allegations of her petition in this cause a part hereof and says that on the day of 1908, the Village of Marysville by ordinance duly passed assessed against the premises described in said petition the sum of $81.23 payable in annual installments for the paving of a sidewalk on West Fourth street.

That said assessment will soon be certified to the County Auditor of Union County, Ohio, by said village and by said auditor placed upon tax list against said premises.

Plaintiff further says that on the day of 1908, the Village of Marysville by ordinance duly passed assessed against said premises the sum of $143.59 payable in annual installments for the paving of the alley known as West or Chapman Alley.

That said assessment will soon be certified to the County Auditor of Union County, Ohio, by said village and by said auditor be placed upon the tax list against said premises.

Wherefore plaintiff prays that the court may apportion the cost of said assessments, together with the assessments set forth in her petition herein between the plaintiff and the defendants in proportion to the relative value of said improvements to their respective estates and for such other relief as justice and equity may require.

Hooper & Robinson, Attys. for Plaintiff.

The State of Ohio, Union County, ss
Catherine Louisa Smart, being first duly sworn, says that the facts stated and the allegations made in the foregoing supplemental petition are true, as she verily believes.

Catherine Louisa Smart.

Sworn to before me and subscribed in my presence this 9th. day of December, 1908.

(Seal).

James E. Robinson, Notary Public.

8764 Entry.

On December 18th, 1908, the following Entry was filed:-

Catherine Louisa Smart, Plaintiff. Court of Common Pleas,
Vs. Union County, Ohio.
Adam Snider, et al, Defendants. December 18th, 1908.

And now this cause coming on to be heard upon the petition and the evidence, the court find that all the defendants have had due legal notice of thependency and demand of the said petition, and that they are in default for answer thereto.

Thereupon the court further find that in the year 1905 the Village of Marysville duly assessed against the property described in plaintiff's petition the sum of $307.53 special assessment for street paving, that plaintiff owned at that time but a life estate in said premises, that she was then 58 years of age, that the estate in remainder belonged to the defendants in the following proportions, Adam Snider 1/4, Charles N. Snider 1/4, George P. Snider, 1/12 Charles Snider, 1/12, Hannah Farraud, 1/12, Mae Howland, 1/8 and R.L. Woodburn 1/8, that the following division of said assessment is in proportion to the relative value of the improvement to the respective estates of said parties, to-wit: Catherine Louisa Smart, $161.86, Adam Snider $36.42, Charles N. Snider $36.42, Geo. P. Snider $12.14, Charles Snider $12.14, Hannah Farraud $12.14, May Howland $18.21 and R.L. Woodburn $18.21.

That in the year 1906 the said village duly assessed against said premises the sum of $658.67 special assessment for street paving, that the plaintiff was then 59 years of age and that said premises were owned as above set forth, that the following division of said assessment is in proportion to the relative value of said improvement to the respective estates of said parties, to-wit: Catherine Louisa Smart $337.07, Adam Snider $80.40, Charles N. Snider $80.40, George P. Snider $26.80, Charles Snider $26.80, Hannah Farraud $26.80, May Howland $40.20 and R.L. Woodburn $40.20.

That in the year 1908 the said village duly assessed against said premises the sum of $81.23 special assessment for sidewalk paving, that the plaintiff was then 61 years of age and that said premises were then owned as above set forth, that the following division of said assessments is in proportion to the relative value of said improvement to the respective estates of said parties, to-wit, Catherine Louisa Smart, $39.51, Adam Snider $10.43, Charles N. Snider $10.43, George P. Snider $3.48, Charles Snider $3.48, Hannah Farraud $3.48, May Howland $5.22 and R.L. Woodburn $5.22,

That in said year of 1908 said village duly assessed against said premises the sum of $143.59 special assessment for alley paving, that the plaintiff was then 61 years of age and that said premises were owned as above set forth, that the following division of said assessment is in proportion to the relative value of said improvement to the respective estates of said parties, to-wit, Catherine Louisa Smart $69.85, Adam Snider $18.44, Charles N. Snider $18.44, George P. Snider $6.14, Charles Snider $6.15, Hannah Farraud $6.15, May Howland $9.21 and R.L. Woodburn $9.22,

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It is therefore ordered and adjudged that said assessments be divided between the parties to this cause according to the above findings that such payments as the plaintiff herein has made on said assessments be credited wholly to her portion of said assessments and that the costs of this action be taxed equally between the plaintiff and the defendants and that a special mandate be sent from this court to the Auditor of Union County, Ohio, and the Clerk of the Village of Marysville commanding them to charge said assessments as herein directed.

Attest: Charles Parrott, Clerk.
By Hester McGrory, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1908.

Be it remembered that heretofore, towit, on the 17th. day of October, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8823. Petition.

Adelia Stansberry, Plaintiff.
Vs.
Stephen N. Stansberry, Defendant.

Court of Common Pleas,
Union County, Ohio,
October 18th. 1908.

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

That on or about the 28th day of January, 1890, at Marysville in the county of Union, State of Ohio, she was married to the defendant and that no children were born as the result of said marriage union.

The plaintiff says that the defendant has been wilfully absent from this plaintiff for more than the three years last past and wholly disregarded all his marital duties.

2nd. Plaintiff further says for a second cause of action that the defendant has been guilty of gross neglect of duty toward this plaintiff in this, towit: That he has wilfully failed and neglected to provide this plaintiff with any of the necessaries and comforts of life for more than three years last past, although he has been abundantly able to do so. That she has been compelled to support herself by her own labors and the assistance of friends and relatives.

Plaintiff says that she has no property and is without any means of support as she has been an invalid since the spring of 1908 and is unable to work.

Plaintiff further says that the defendant is the owner of real estate in Marysville, Ohio, that recently came into his possession by descent from his mother and that he is in good health and able-bodied and abundantly able to support this plaintiff as are for their station in life is entitled.

Plaintiff prays that she may be divorced from the defendant and that she may be given temporary alimony for the expenses and prosecution of this case and that she may be given permanent alimony. That the defendant may be enjoined from encumbering or selling or in any way disposing of his real estate and that she may recover the costs herein and for such other relief as is authorized by law.

S. W. Van Winkle,
Atty. for plaintiff.

State of Ohio, Union County, ss.

Adelia Stansberry, the plaintiff being duly sworn, makes oath and says that the facts set forth in the foregoing pleading are true.

Witness Miss Alberta Symons.

Adelia her X mark Stansberry

Sworn to and subscribed before me, a notary public, this 16th day of

8823 Precipe

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8823 Precipe

On October 17th, 1908, the following Precipe was filed:-

Adelia Stansbury, Plaintiff
Vs.
Stephen N. Stansbury, Defendant.

(Seal) N.D. Cameron, Notary Public

Court of Common Pleas,
Union County, Ohio,
October 17th, 1908.

To Clerk of Court:-

Issue summons and copy of petition for defendant, directed to Sheriff of Union County and returnable according to law.

S. W. Van Winkle,
Atty. for Plaintiff.

8823 Summons

On October 17th, 1908, the following Summons was issued:-

Court of Common Pleas,
Union County, Ohio.
October 17th, 1908.

Adelia Stansbury, Plaintiff.
Vs.
Stephen N. Stansbury, Defendant.

To the Sheriff of the County of Union:-

You are commanded to notify Stephen N. Stansbury that Adelia Stansbury has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition, (a copy of which is herewith served on him) charging him with wilful absence and gross neglect of duty and asking that she be divorced from him and for temporary and permanent 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 26 day of October, A.D. 1908.

Witness my hand and the Seal of said Court at Marysville this 17 day of October, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

Sheriff's Return.

Received 2 o'clock P.M. on the 17th day of Oct. A.D. 1908, and on the 17th day of Oct. A.D. 1908, 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.

D. C. Bolenbaugh, Sheriff.

8823 Affidavit

On October 17th, 1908, the following Affidavit was filed:-

Court of Common Pleas,
Union County, Ohio,
October 17th, 1908.

Adelia Stansbury, Plaintiff.
Vs.
Stephen N. Stansbury, Defendant.

The plaintiff, Adelia Stansbury, makes oath and says that she is unable to prepay or give security for costs herein as she is without any financial means.

Witness
Miss Aherta Severns.

Adelia Her X Stansbury mark

Sworn to and subscribed before me, a notary public this 16th day of October, 1908.

(Seal) N.D. Cameron, Notary Public.

8823. Temporary Restraining Order.

On October 17th, 1908, the following Temporary Restraining Order was filed:-

Adelia Stansberry, Plaintiff.
Vs.
Stephen N. Stansberry, Defendant.

Court of Common Pleas,
Union County, Ohio.
October 17th, 1908.

I allow a temporary restraining Order in the above action, as prayed for in the petition, until the same can be further heard. The undertaking herein is dispensed with under the statutes of Ohio.
Done this 17th day of October, 1908.

John M. Brodrick, Judge.

8823 Entry

On December 28th, 1908, the following Entry was filed:

Adelia Stansberry, Plaintiff.
Vs.
Stephen N. Stansberry, Defendant.

Court of Common Pleas,
Union County, Ohio,
December 28th, 1908.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with a summons and copy of the petition herein, that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 28th day of January, 1908, as alleged in said petition. That no children have been born of said marriage, and that the defendant has been guilty of wilful absence for more than three years last past as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff recover from the defendant the sum of twenty-five dollars and her attorney fee to S. M. Van Winkle and that she be barred from all right of dower in the real estate of the defendant and that the same be in full of all alimony, and that the defendant pay the costs of this proceeding taxed at $7.64 and that this case be recorded.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

8868 Petition.

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Olear continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembered that heretofore, towit, on the 14th. day of January, 1909, the following Petition was filed with the Clerk of said Court, towit:

8868
Petition.

The International Harvester
Company of America, Plaintiff,
Vs.
C. H. Wetlake, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 14th, 1909.

The Plaintiff says that it is a corporation organized and existing under the laws of the State of Wisconsin, and this action is founded upon two promissory notes given for the purchase of a McCormick grain binder, of which the following is a copy, with all the credits and endorsements thereon:

"First Note".

$40.00. Marysville, Ohio, Oct. 17th 1904.

On or before the first day of November, 1905 for value received, I promise to pay to The International Harvester Company of America or order, at Marysville, Ohio, Forty Dollars, with interest at six per cent. per annum, from November 1st, 1904 until due and interest at eight per cent. per annum after maturity until paid.

And we jointly and severally authorize any Attorney at Law to appear for us in an action on the above note, at any time after said note becomes due, in any Court of Record, in or of the State of Ohio, to waive the issuing and service of process against us and confess a judgment in favor of the legal holder of the above against us or either of us, for the amount that may then be due thereon, with interest at the rate therein mentioned, and costs of suit; and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered. Any installment of interest, if not paid as it falls due, shall bear interest at the same rate as the principal. The machine remains property of The International Harvester Company of America until paid for.

Post Office Marysville, #1
County, Union,
Township, Paris,
R.F.D. No.1 Ohio

1 mile north
" " South
" " East
" " West
of said P.O.

C. H. Wetlake. (Seal)

"Second Note".

$45.00. Marysville, Ohio, Oct. 17th 1904.

On or before the first day of November, 1906, for value received, I promise to pay to The International Harvester Company of America, (a corporation organized and existing under the laws of the State of Wisconsin) or order, at Marysville, Ohio, Forty-Five Dollars, with interest at six per cent. per annum from Nov. 1st, 1904, until due, and interest at eight per cent per annum after maturity until paid.

And we jointly and severally 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, waive the issuing and service of process against us, or either of us, and confess judgment in favor of the legal holder of the above against us, or either of us, for the amount that may be due with interest at the rate therein mentioned, and costs of suit; and to waive and release all errors in said proceedings, petitions in error and the right of appeal from the judgment rendered. Any installment of interest, if not paid as it falls due, shall bear interest at the same rate as the principal. The machine remains the property of The International Harvester Company of America until paid for. Witness our hands and seals.

Post office, Marysville #1. C. H. Wetlake.

County, Union

Township, Paris,

There are no credits or endorsements on the above notes.

There is due to Plaintiff from the Defendant on said notes the sum of $40.00 on first note and $40.00 on second note, which they claim with interest from the 1st. day of November, A.D. 1904, at 6% per annum, and both notes 8% per anhum after maturity, and for which with costs of suit, plaintiff asks judgment against the Defendant.

John L. Loughrey,
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

John L. Loughrey, being sworn, says that he is the attorney of said plaintiff, The International Harvester Company of America, and that the facts stated and allegations in said Petition are, as affiant believes, true.

John L. Loughrey

Sworn to before me, and signed in my presence, this 14th. day of January, A.D. 1909.

(Seal) A. H. Kollefrath,
Notary Public, Union County, Ohio.

8868. Answer,

On January 14th, 1909, the following Answer was filed:-

The International Harvester Company of America, Plaintiff,
vs.
C. H. Wetlake, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 14th, 1909.

The Defendant, C. H. Wetlake, by James E. Robinson, 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 the appearance of said Defendant herein; and said Defendant by James E. Robinson, said Attorney duly authorized as aforesaid, says that he cannot gainsay or redress the facts stated and allegations in the petition of said Plaintiff herein filed against C. H. Wetlake, but acknowledged and confesses the same to be true, and

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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 and Eleven ($111.00) Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from January 14th, at 8 per cent. per annum and accruing costs and confess judgment in favor of the Plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of errors therein,

James E. Robinson,
Attorney for Defendant.

8868 Entry

On January 14th, 1909, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio,
January 14th, 1909.

The International Harvester Company of America, Plaintiff,
Vs.
C. H. Metlake, Defendant.

This day came the Plaintiff by John L. Loughrey, Attorney, and filed their Petition against said Defendant, C. H. Metlake, and thereupon James E. Robinson, one of the Attorneys of Record of this Court, also appeared in open Court, for and on behalf of said Defendant, C. H. Metlake, and who by virtue of a warrant of Attorney for that purpose duly executed by said Defendant, and now produced in open Court and duly proven, waived the issuing and service of process, and entered the appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of One Hundred and Eleven Dollars, $111.00, bearing interest at per cent. per annum, and that said Plaintiff ought to recover of said Defendant a judgment for that sum. It is therefore considered by the Court that said The International Harvester Company of America, Plaintiff, do recover from said C. H. Metlake, Defendant, the said sum of One Hundred and Eleven Dollars, $111.00, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed from the 14th. day of January, 1909, at the rate of 8 per cent. per annum. And by virtue of said warrant of Attorney, all errors in this action, judgment and proceeding are released, and all right of appeal and all right to file a Petition in error are waived.

Attest: Charles Parrott, Clerk
By Hester McCrory, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembered that heretofore, towit, on the 24th. day of November, 1908, the following Petition was filed with the Clerk of said Court, towit:

8844 Petition

Court of Common Pleas
Union County, Ohio.
November 24th. 1908.

Anna M. Gunder, Plaintiff.

Vs.

Ola G. Smith and Frank M. Smith, her husband, M. Cuba Gunder, a minor, and Elva C. Gunder, as Guardian of said M. Cuba Gunder, Elva C. Gunder, widow of Chas. E. Gunder, deceased, Defendants.

Plaintiff says that she has a legal right and is seized in fee simple as daughter and one of the heirs at law of Charles E. Gunder, deceased, of the undivided third part of the following real estate in the County of Union in the State of Ohio, and in the Village of Richwood, and part of Survey # 6307 and bounded and described as follows:

Beginning at a stone in the center of the road leading from Richwood to Essex, the said stone being the Southwest corner to a lot formerly owned by Sarah S. Mills; thence North 88 degrees east (with the line of Sarah S. Mills' lot) 25 54/100 poles to a stone in the west line of the N.Y.P. & O. Railway; thence South 29° 30' West (with the line of said Railway) 14 2/10 poles to a stone; thence North 84° 30' West 19 7/33 poles to the center of said road from Richwood to Essex; thence with the center of said road north 30° 30' East 10 14/33 poles to the place of beginning.

Containing one 29/40 of an acre of land be the same more or less.

Subject to the public use of the said Richwood and Essex Road or Franklin St. and of Braty Avenue.

That all the debts and claims against the estate of said Charles E. Gunder, deceased, are paid and said deceased died intestate December 19, 1908.

The defendant, Elva C. Gunder, as widow of said Charles E. Gunder, deceased, is entitled to dower in said premises.

The defendants, Ola G. Smith and M. Cuba Gunder are tenants in common with plaintiff in said premises, subject to dower in the following proportions:

One third belonging to Ola G. Smith, who is the daughter of Charles E. Gunder and is inter-married with one Frank M. Smith, who resides in Marion County, Ohio

One third belongs to M. Cuba Gunder, a minor and daughter of Charles C. Gunder, and resides in Marion County, Ohio, and said Elva C. Gunder has been duly appointed her guardian by the Probate Court of Marion County, Ohio.

One third belongs to Anna M. Gunder, unmarried, and the plaintiff in this action, and resides in Marion County, Ohio.

Plaintiff prays that a partition of the real property above

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described may be made by and under the terms of this court and between said plaintiffs and said defendants according to their respective rights and interests herein; that her interest in said premises may be set off to her severalty; that commissioners be appointed by the Court for the purpose of making such partition, assigning dower; or in case the 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 directions 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 hereto in lieu of their respective parts and proportions of the estate, according to their just rights therein, and plaintiffs may have such other relief as may be just and equitable.

John L. Loughrey,
Attorney for the Plaintiff.

State of Ohio, Union County, ss.

John L. Loughrey, Attorney for said Plaintiff, Anna M. Gunder (she being a non-resident) being sworn, makes oath that the facts stated in the foregoing petition are true as he believes.

John L. Loughrey.

Sworn to by the said John L. Loughrey before me and signed by him in my presence this 24 day of November, 1908.

Andrew S. Mowry, Notary Public
Union County, Ohio.

(Seal)

8844 Precipe.

On November 24th, 1908, the following Precipe was filed:-

Court of Common Pleas,
Union County, Ohio,
November 24th, 1908.

Anna M. Gunder, Plaintiff.
Vs.
Ola G. Smith, et al, Defendants.

To the Clerk of said Court:

Issue summons in the above entitled case, for M. Cuba Gunder, a minor, who resides in the city of Marion, Ohio, Marion County, directed to the sheriff of Marion County, returnable according to law.

John L. Loughrey, Plaintiff's Attorney.

8844 Summons.

On November 24th, 1908, the following Summons was issued:-

Court of Common Pleas,
Union County, Ohio.
November 24th, 1908.

Anna M. Gunder, Plaintiff
Vs.
Ola G. Smith, et al, Defendants.

To the Sheriff of Marion County:

You are hereby commanded to notify M. Cuba Gunder that she has been sued by Anna M. Gunder in the Court of Common Pleas of Union County and must answer by the 7th. day of December A.D. 1908, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 7th. day of December, A.D. 1908.

Witness my hand and the seal of said Court, this 24th. day of November, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Marion County, ss.

Received this writ Nov. 25th, A.D. 1908, at 3o'clock P.M., and served same by handing a true and duly certified of this writ with all the endorsements thereon to M. Cuba Gunder, she being a minor who lives her mother and under her care; also served a true and duly certified copy of this writ on Mrs. — Gunder, she being the mother with whom said minor lives.

E. E. Brown, Sheriff.
J. M. Davidson, Depy.

8844 Waiver.

On December 4th, 1908, the following Waiver was filed:-

Anna M. Gunder, Plaintiff.
Vs.
Ola G. Smith and Frank M. Smith, her husband, M. Cuba Gunder, a minor, and Elva C. Gunder as Guardian of said M. Cuba Gunder, Elva C. Gunder, widow of Charles E. Gunder, deceased, Defendants.

Court of Common Pleas,
Union County, Ohio,
December 4th, 1908.

We, the undersigned, hereby waive the issuing and service of summons in the foregoing proceeding, and hereby voluntarily enter our appearance herein.

Elva C. Gunder, as the widow of Charles E. Gunder, deceased, and Guardian of M. Cuba Gunder,
Frank M. Smith of Charles
Olah G. Smith
M. Cuba Gunder.

8844 Entry.

On January 7th, 1909, the following Entry was filed:-

Anna M. Gunder, Plaintiff.
Vs.
Ola G. Smith, and Frank M. Smith, her husband, M. Cuba Gunder, and Elva C. Gunder, as Guardian of M. Cuba Gunder, and widow of Charles E. Gunder, deceased, Defendants.

Court of Common Pleas,
Union County, Ohio,
January 7th, 1909.

And now came the said Anna M. Gunder by John L. Loughrey, Attorney, and thereupon this cause came on to be heard, upon the petition and evidence, and was argued by counsel; on consideration whereof, the Court do find that due notice of the pendency of this action has been given to all of the Defendants herein for more than forty days prior to the date of this order; and the Court do further find that the said Anna M. Gunder has a legal right to and is seized in Fee Simple of One-third (1/3), subject to dower, part of the said premises; and the Court do further find that the said Elva C. Gunder, the widow, and Ola G. Smith and Frank M. Smith, husband and wife; M. Cuba Gunder, unmarried; and Anna M. Gunder are tenants in common in said premises with the said in the following proportions, to-wit: That the said Elva C.

8844 Writ of Partition and Dower.

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Gunder, widow, is seized of dower part thereof; the said Ola G. Smith is seized subject to dower, one third part thereof; the said M. Cuba Gunder is seized, subject to dower, one third part thereof; the said Anna M. Gunder is seized, subject to dower one third part thereof; (and that the said Elva C. Gunder, widow, is entitled to Dower therein. It is therefore ordered, that a Writ of Partition issue to the Sheriff of said County of Union, commanding him that by the oaths of A. E. Kerr, N. C. Woodard and C. P. Lenox, one full equal third part of said premises, in said petition described, be set off and assigned to the said Elva C. Gunder as her Dower Estate; and that by the like oaths of the said A. E. Kerr, N. C. Woodard and C. P. Lenox, partition be made of said lands, (subject to the said Dower Estate) in the following proportions, to-wit: One (1/3) Third to the said Ola G. Smith; One (1/3) Third to the said M. Cuba Gunder; One (1/3) Third to the said Anna M. Gunder.

And it is further ordered, that the Sheriff return his proceeding in the premises, (forthwith)

Jan. 7th 1909.

8844 Writ of Partition and Dower.

On January 7th, 1909, the following Writ of Partition and Dower was issued:

Anna M. Gunder, Plaintiff.
vs.
Ola G. Smith, et al. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 7th, 1909.

To the Sheriff of said County:

Pursuant to an order of our said Court of Common Pleas, within and for said County at the Jan. Term, A.D. 1909, in a certain cause No. 8844, now pending in said Court, wherein Anna M. Gunder is Plaintiff, and Ola G. Smith, Frank M. Smith, husband and wife, M. Cuba Gunder and Elva C. Gunder, as Guardian of M. Cuba Gunder, and widow of Charles E. Gunder, deceased, are Defendants, you are commanded that without delay, by the oaths of A. E. Kerr, N. C. Woodard and C. P. Lenox, three judicious and disinterested freeholders of the vicinity, who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause to be set off and assigned to Elva C. Gunder, widow of Charles E. Gunder, late of said County, deceased, one full equal third part of the following described premises, to-wit:

In the County of Union, State of Ohio and in the Village of Richwood, and part of Survey #6307, and bounded and described as follows: Beginning at a stone in the center of the Road leading from Richwood to Essex, the said stone being the Southwest corner to a lot formerly owned by Sarah S. Wells; thence North 88 degrees East (with the line of Sarah S. Wells' lot) 25 54/100 poles to a stone in the west line of the N. Y. P. & O. Railway; thence South 29° 30' West (with the line of said Railway) 14 2/10 poles to a stone; thence north 84° 30' West 19 7/33 poles to the center of said road from Richwood to Essex; thence with the center of said road north 30° 50' East 10 14/33 poles to the place of beginning. Containing one 29/40 of an acre of land be the same more or less. Subject to the public use of the said Richwood and Essex Road or Franklin St. and of Braty Avenue.

And that in like manner and by the like oaths of said

A. E. Howe, W. C. Woolard and O.P. Lenox, 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, towit:

To Ola V. Smith, one third part.
To M. Cuba Gunder, one third part.
To Anna M. Gunder one third part.

But if said Commissioners are of the opinion that said premises cannot be divided according to the demand of this writ without manifest injury to the value of the estate, you cause them to make a just valuation of the same in money, both subject to and also free from the dower of the said Elva E. Gunder 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 Common Pleas Court, this 7th day of Jan. 1909.

Charles Parrott, Clerk
(Seal) By Hester McElroy, Deputy.

Sheriff's Return.

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of A.E. Howe, W.C. Woolard and O.P. Lenox, 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 8th day of Jan, 1909.

Cad Price, Sheriff
By D. C. Bolenbaugh, Deputy.

Commissioners' Report.

Commissioners' Report.

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said premises cannot be divided without manifest injury, and we do estimate the value of the same, subject to the said Dower estate, at Fifteen Hundred Dollars, and free from said Dower estate at Twenty two Hundred and fifty Dollars.

Given under our hands this 8th day of January, 1909.

J. E. Howe
W. C. Woolard } Commissioners.
O. P. Lenox

8844 Entry.

On January 15th, 1909, the following Entry was filed:-

Anna M. Gunder, Plaintiff.
Vs.
Ola V. Smith, et al. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 15th, 1909.

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

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without injury to the value thereof, and that said commissioners have assigned dower thereof to the said Elva C. Gunder, in the sum of Seven Hundred and Fifty ($750.00) Dollars, as the one third part of the issues and profits of said estate, and have made and returned their appraisement of said estate subject to the dower of Elva C. Gunder, at Fifteen Hundred ($1500.00) Dollars, 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.

It is therefore considered and decreed that the said Elva C. Gunder stands endowed as of a third part of the rents, issues and profits of the said estate in the sum of Seven Hundred and Fifty ($750.00) Dollars, and the said estate is hereby charged with the payment of the same.

And it appearing to the Court that the said Anna M. Gunder has elected to take the said estate at its appraised value, and has paid to the Clerk of this Court the costs of this case, and to the other parties herein their respective proportions of its appraised value, the said estate, subject to the dower charge of the said Elva C. Gunder, is hereby adjudged to the said Anna M. Gunder; and the sheriff is ordered to execute and deliver a deed to her therefor.

Attest: Charles Parrott, Clerk.
By Exter McElroy, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembred that heretofore, towit, on the 30th. day of October, 1908, the following Petition was filed with the clerk of said Court, towit:

8832
Petition.

James E. Hatcher, Plaintiff,

vs.

Alexander Hatcher and J. F. Wood, Defendants.

Court of Common Pleas,
Union County, Ohio.
October 30th. 1908.

First Cause of Action:

For his first cause of action Plaintiff says that he is the son of one Alexander Hatcher, who is now living, and Susan Y. Hatcher, who died in or about the year 1880. Said mother died intestate possessed in fee-simple of the following described real estate, now occupied by Alexander Hatcher. Situate in the Township of Claiborne, in the County of Union and State of Ohio, and Survey No. 220, beginning at a stake in the east line of a county wall, beginning along the met line of Hylas Sabin's land and S. 87 degree East from Benton Cahill's N. E. corner; thence N. 2 3/4 E. 33 64/100 poles to a stake; thence S. 2 3/4 W. 33 09/100 poles to a stake, witness an elm bears N. 3/4 degree E. 22 links; thence N. 87 degree W. 47 64/100 poles to the place of beginning, containing ten acres of land.

This plaintiff was and is the only surviving child and sole heir at law of the said Susan Y. Hatcher. Plaintiff says that on or about the day upon which he reached the age of majority, an alleged deed of record in the Recorder's Office in Union County Records of Deeds Vol. 86, Page 602, was obtained from this plaintiff by his said father for said premises; said deed purporting to convey to his said father the whole of said premises.

The nominal consideration of said deed set forth was One Dollar, Love and Affection and other consideration. But plaintiff avers that in fact there was no consideration passing to him from said grantee or otherwise.

Plaintiff prior and at the time of making said alleged conveyance resided with his said father, and was still under the parental influence of said defendant, Alexander Hatcher, and was not apprised of his rights; nor did he discover the facts giving him the right to elect to treat said alleged conveyance as void, until on or about January, 1908.

One J. F. Wood, named as defendant herein above has, or claims to have, some interest in or to said premises; Plaintiff asks that process be served upon him according to law and that he be required to set up such interest herein or be forever barred of the same.

Plaintiff prays that the aforesaid alleged deed be declared null and void and held for naught and that he have all other and further relief which the Court shall upon final hearing deem him entitled to.

Second Cause of Action:

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Precipe.

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For his second cause of action plaintiff says that no administration was had on the estate of his said mother and that no guardianship in the Probate Court was ever had for him during his minority; and notwithstanding, that his father, the said defendant, was during plaintiff's minority in full possession and control of all of plaintiff's property, including the premises herein, in his first cause of action described, from and after the said date of his mother's decease, until he arrived at his majority and said father received all benefits arising from said property, he has never accounted to this plaintiff for the same, or any part thereof nor to anyone for the plaintiff.

Plaintiff prays for an accounting of any and all emoluments and benefits arising from said property during his said minority and that his rights be determined by the Court; and that thereupon he be granted all such relief as the court shall deem proper.

State of Ohio, Union County, ss.

James E. Hatcher, being duly sworn, says that he believes the facts set forth in his foregoing petition are true.

James E. Hatcher

Subscribed and sworn to before me by the said James E. Hatcher, this 30th. day of October, 1908.

James E. Hatcher.
Edward M. Porter, Notary Public.
Union County, Ohio.

(Seal.)

8832 Precipe.

On October 30th, 1908, the following Precipe was filed:-

James E. Hatcher, Plaintiff.
Vs.
Alexander Hatcher, et al, Defendants.

Court of Common Pleas,
Union County, Ohio.
October 30th, 1908.

To the Clerk:- Please issue Summons in the foregoing cause for the defendants in the foregoing case, returnable according to law. Endorse: Equitable Relief.

Henry M. Butler & Harry Kohn.
Attys. for Plaintiff.

8832 Summons.

On October 30th, 1908, the following Summons was issued:-

James E. Hatcher, Plaintiff.
Vs.
Alexander Hatcher, et al, Defendants.

Court of Common Pleas,
Union County, Ohio.
October 30th, 1908.

To the Sheriff of Union County:-

You are hereby commanded to notify Alexander Hatcher and J. Fred Wood that they have been sued by James Hatcher in the Court of Common Pleas of Union County and must answer by the 28th. day of November, A. D. 1908, 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 November, A.D. 1908.

Witness my hand and the seal of said Court, this 30th. day of October, A.D. 1908.

(Seal)

Chas. Parrott, Clerk.

Shriff's Return.

The State of Ohio, Union County, ss.

Received this writ Oct. 30th A.D. 1908. at 2 o'clock P.M. and on Oct 31st 1908 I served the within named J. Fred Wood by personally handing him a true and certified copy of this writ with all the endorsements thereon, and on Nov. 6th 1908. I served the within named Alexander Hatcher by leaving at his usual place of residence a true and certified copy with all the endorsements hereon.

D. C. Bolenbaugh, Sheriff.
By Fred Bolenbaugh, Dpty.

8832 Entry.

On December 4th, 1908, the following Entry was filed:-

James E. Hatcher, Plaintiff, vs. Alexander Hatcher, et.al, Defendants.

Court of Common Pleas, Union County, Ohio, December 4th, 1908.

This day leave is given to defendants to answer by December 12th, 1908.

8832 Answer.

On December 12th, 1908, the following Answer was filed:-

James E. Hatcher, Plaintiff, vs. Alexander Hatcher, et.al, Defendants.

Court of Common Pleas, Union County, Ohio, December 12th, 1908.

The defendant, Alexander Hatcher, admits that the plaintiff is the son of said defendant and Susan Y. Hatcher, that Susan Y. Hatcher died about the year 1880, that Susan Y. Hatcher died intestate, possessed in fee simple of the premises described in plaintiff's petition. That plaintiff was and is the only surviving child and sole heir at law of said Susan Y. Hatcher. That over two months after the plaintiff became 21 years of age, plaintiff executed a deed for said premises to the defendant, Alexander Hatcher.

First ground of defense: Said defendant denies each and every allegation in said petition contained not herein expressly admitted to be true.

Second ground of defense:- Said defendant says that said premises were purchased by said Susan Y. Hatcher and said defendant for the sum of $450.00, which was all said premises were then worth, that said Susan Y. Hatcher paid the sum of $335.00 of said purchase money, and said defendant paid the balance of $115.00.

That said defendant has expended on said premises by way of improving same for a dwelling house $1000.00, for a barn $350.00, for ditching same $200.00 and for fencing $100.00.

That at the death of Susan Y. Hatcher, the plaintiff was a child but 18 hours of age, and that by reason of his tender years this defendant was unable to care for him and was obliged to hire him cared for away from the home of the said defendant for the period of eight years at the expense to this defendant of over $600.00.

That Susan Y. Hatcher left an indebtedness of $90.00, which this defendant paid.

That said plaintiff resided with this defendant from the time he reached the age of eight years until he reached the age of sixteen years, when he left the home of this defendant and has never resided with

8832 Reply

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him since, and has ever since he was sixteen years of age made his own living and resided at various places away from and independent of the said defendant.

That said plaintiff has never been of any service to this defendant.

That at the time of the execution of said deed said plaintiff executed the same in consideration of all the foregoing and in consideration of a new suit of clothes and one dollar in money and of love and affection.

Wherefore this defendant prays that his title may be quieted against the plaintiff and that he may recover his costs herein.

Hoopes & Robinson
Attorneys for the defendant,
Alexander Hatcher

The State of Ohio, Union County, ss.

Alexander Hatcher, being first duly sworn, says that the facts stated and the allegations made in the foregoing answer are true, as he verily believes.

Alexander Hatcher.

Sworn to before me and subscribed in my presence this 12th. day of December, 1908.

(Seal)

James E. Robinson, Notary Public.

8832 Reply

Be December 22nd, 1908, the following Reply was filed:-
James E. Hatcher, Plaintiff.
Vs.
Alexander Hatcher and
J. F. Wood, Defendants.

Court of Common Pleas,
Union County, Ohio.
December 22nd, 1908.

Now comes plaintiff herein and for reply to the so denominated First Ground for defense of said answer, says that he denies each and every allegation thereof inconsistent with the averments of the petition herein.

For reply to the so-denominated Second Ground for Defense of said answer, plaintiff says that he denies each and every allegation thereof inconsistent with the averments of the petition herein.

James E. Hatcher
Per Henry M. Butler and
Harry Kohn, His Attorneys.

State of Ohio, Union County, ss.

James E. Hatcher, being sworn says that he is the plaintiff herein and that the facts set forth in his foregoing reply are true as he believes.

James E. Hatcher

Subscribed and sworn to before me this 22 day of December, 1908.

Charles Parrott,
Clerk of Court.

8832 Entry.

(Seal)

Be January 12th, 1909, the following Entry was filed:-
James E. Hatcher, Plaintiff.
Vs.
Alexander Hatcher, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 12th, 1909.

This day came the plaintiff and Alexander Hatcher, one of the defendants came also, the defendant, J. F. Wood, being in default of demurrer or answer, and said Wood not making any claime of lien or intrest in the premises in the petition described, it is ordered and decreed that he be forever barred from asserting any interest therein.

Thereupon this cause was submitted to the Court upon the petition of the plaintiff and the answer of said Alexander Hatcher, and reply of the plaintiff to said answer, together with the exhibits and testimony.

On consideration whereof, the court being fully advised in the premises, finds upon the issues joined, in favor of the plaintiff and against the said Alexander Hatcher; and that said deed in the petition set forth was procured by the said Alexander Hatcher, without consideration, and that said plaintiff at the time of making said deed was the son of said Alexander Hatcher, and that he had only recently become of age, and that the transaction was unfair and unreasonable and against the interest and welfare of the plaintiff, and that plaintiff was influenced and imposed upon by the said Alexander Hatcher, and that by reason thereof the said deed is void and of no effect and virtue in law.

It is therefore adjudged and decreed by the court that the said deed be and the same is set aside and held for naught, and the said plaintiff restored to all his right and title to said premises the same as if said deed had not been made.

It is further adjudged and decreed that the plaintiff recover of said Alexander Hatcher, his costs herein expended, taxed to $.

To all of which the defendant, Alexander Hatcher, excepts.

Said Alexander Hatcher gave notice of his intention to appeal this case to the Circuit Court, and the Court fixed the bond for appeal at $100.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

8852
Petition.

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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. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembered that heretofore, towit, on the 7th. day of December, 1908, the following Petition was filed with the Clerk of said Court, towit:

8852 Petition.

Court of Common Pleas, Union County, Ohio, December 7th, 1908.

Nora Pfarr, Plaintiff.
Vs.
Anthony Pfarr, Defendant.

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

That she was married to the defendant, Anthony Pfarr on the 22nd. day of February, 1907. That there has been born of said marriage one child, a girl, aged 18 months, named Ellorie.

That ever since said marriage she has been a faithful, chaste and obedient wife toward the defendant.

That the defendant has been guilty of gross neglect of duty toward the plaintiff in this, towit: that he has wholly failed during all of their married life to furnish plaintiff with any of the necessities of life, and has wholly failed to furnish her a home and has wholly failed to furnish her with any means to care for their child.

Plaintiff says that she is wholly without means and that the defendant is a strong and able bodied man.

Plaintiff therefore prays that she may be divorced from the defendant, that she may be awarded the care, custody and control of their said minor child and that the defendant be adjudged to pay her reasonable alimony for the support of said child.

Hoopes & Robinson.
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Nora Pfarr, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true, as she verily believes.

Nora Pfarr.

Sworn to before me and subscribed in my presence this 7th. day of December, 1908.

James E. Robinson.
Notary Public.

8852 Precipe.

On December 7th, 1908, the following Precipe was filed:-

Court of Common Pleas, Union County, Ohio, December 7th, 1908.

Nora Pfarr, Plaintiff,
Vs.
Anthony Pfarr, Defendant.

To the clerk:- Issue summons together with a copy of the petition in the above case for the defendant, Anthony Pfarr, direct same to the Sheriff of Union County, Ohio, and make same returnable according to law. Indorse same "Action for Divorce and Ali-

mony."

Hoopes & Robinson,
Attorneys for Plaintiff.

8852 Summons. On December 7th, 1908, the following Summons was issued:

Nora Pfarr, Plaintiff.
Vs.
Anthony Pfarr, Defendant.

Court of Common Pleas,
Union County, Ohio,
December 7th, 1908.

To the Sheriff of the County of Union.

You are commanded to notify Anthony Pfarr that Nora Pfarr 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 21st day of December, A. D. 1908.

Witness my hand and the Seal of said Court at Marysville, this 7th. day of December, A. D. 1908.

(Seal) Chas. Parrott, Clerk.

Sheriff's Return. Sheriff's Return.

Received 5 o'clock P. M. on the 7th day of Dec. A.D. 1908, and on the 7th day of Dec. A.D. 1908, 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.

D. C. Dolenbaugh, Sheriff.

8852 Entry. On January 19th, 1909, the following Entry was filed.

Nora Pfarr, Plaintiff.
Vs.
Anthony Pfarr, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 19th, 1909.

This day this cause came on to be heard upon the pleading evidence and argument of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served with a summons and is in default for answer and demurrer and that the allegations of the petition are confessed by said defendant to be true; that at the time of the filing of the petition herein the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for one year next preceding the filing of said petition, and that said parties were married on the 22 nd. day of February, 1907, as alleged in said petition. That there has been born of said marriage one child, a girl, aged 18 months, the custody of which is awarded to plaintiff, and that the defendant has been guilty of gross neglect of duty toward the plaintiff, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said plaintiff recover from the defendant

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as and for her reasonable alimony for the support of said minor child the sum of Two Hundred Dollars, and that the care, custody, support and control of said minor child be awarded to said plaintiff exclusively; and that the defendant pay the costs of this proceeding, taxed at $, and that this case be recorded.

Attest: Charles Parrott, Clerk
By Hester McElroy, Deputy.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembered that heretofore, towit, on the 30th. day of November, 1908, the following Petition was filed with the Clerk of said Court, towit:

8849
Petition

Matilda Gallant, Plaintiff,
Vs.
Edward Gallant, Defendant.

Court of Common Pleas,
Union County, Ohio.
November 30th. 1908.

The plaintiff, Matilda Gallant, says that she has been a resident of the State of Ohio for one year and more last past; that she is now a bona fide resident of Union County in said State of Ohio; that she was married to the defendant on or about August 10, 1879; that one child, Forest Gallant, age eighteen, is the sole living issue of said marriage.

Plaintiff further says, that she has always conducted herself toward the defendant as a true, faithful and obedient wife, but that the defendant, beginning at a period shortly after their marriage, has been guilty of great abuse toward her; that this abuse or extreme cruelty, assuming one form or another, did destroy the peace and happiness of their home, defeating the legitimate objects of matrimony. The defendant continued in his abusive demeanor and actions toward the plaintiff, that, becoming unbearable, she left the home, returning to the defendant after his admission of his cruel treatment and faithful promise to do better for the future.

Plaintiff further says, that shortly thereafter his cruel treatment was renewed. That, among other things, he has violently struck her; that his demeanor has been such as to put her in fear of bodily harm; that he has accused her to third persons of being unchaste; that on or about the ninth of December, 1904, the defendant did violently strike and abuse the plaintiff.

Plaintiff further says that she has always contributed since their marriage to the support of the family, by the results of her own employment, notwithstanding the fact the defendant being physically able to do so himself; that at times she was ill and unable to provide for herself, the defendant grossly neglected to provide for her; that he has not, although able, contributed in the least to her support since December 9, 1904.

Wherefore, plaintiff, prays that she may be divorced from the defendant and for all proper and equitable relief.

King & Atwood
Attorneys for Plaintiff.

State of Ohio, Union County, ss.

Matilda Gallant, being first duly sworn, says that she is the plaintiff in the above entitled action, and that the facts stated and allegations set forth in the foregoing petition are true, as she verily believes.

Matilda Gallant.

Sworn to before me by the said Matilda Gallant and by her

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Precipe.

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Wm. Krieg, Notary Public,
Union County, Ohio.

(Seal)

8849 Precipe. On November 30th, 1908, the following Precipe was filed:-

Court of Common Pleas,
Union County, Ohio.
November 30th, 1908.

Matilda Gallant, Plaintiff.
Vs.
Edward Gallant, Defendant.
To the Clerk of Courts:

Please issue a summons with duly certified copy of this petition to the sheriff of Union County, Ohio, returnable according to law.

Krieg & Atwood,
Attorneys for Plaintiff.

8849 Summons On November 30th, 1908, the following Summons was issued:-

Court of Common Pleas,
Union County, Ohio,
November 30th, 1908.

Matilda Gallant, Plaintiff.
Vs,
Edward Gallant, Defendant.
To the Sheriff of the County of Marion.

You are commanded to notify Edward Gallant that Matilda Gallant 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 for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons, on the 14th day of December, A.D. 1908.

Witness my hand and the Seal of said Court at Marysville, Ohio, this 30th day of November, A.D. 1908.

Charles Parrott, Clerk
By Hester McCrory, Deputy Clerk.

(Seal)

Sheriff's Return. Sheriff's Return.

Received 9 o'clock A. M. on the 1st. day of Dec. A.D. 1908 and on the 2nd. day of Dec. A.D. 1908, I served the same upon the defendant by handing personally a true copy thereof together with a certified copy of the petition in this case.

E. E. Drown, Sheriff.
By J. M. Davidson, Deputy.

8849 Entry. On January 23rd, 1909, the following Entry was filed:-

Court of Common Pleas,
Union County, Ohio.
January 23rd, 1909.

Matilda Gallant, Plaintiff.
Vs.
Edward Gallant, Defendant.

This day this cause came on to be heard upon the pleadings, evidence and arguments of counsel. On consideration thereof, and the Court being fully advised in the premises, finds that the defendant has been duly and legally served by summons; that at the time of the filing of the petition herein, the plaintiff was a bona fide resident of the State of Ohio, and of the County of Union for

one year next preceding the filing of said petition, and that said parties were married on the 16th. day of August, 1879, as alleged in said petition. That one child, Forest Gallant, age eighteen, is sole living issue of said marriage; and that the defendant has been guilty of wilful absence for more than three years last past, as alleged in said petition; and that said plaintiff is therefore entitled to a divorce, as prayed for in said petition.

It is therfore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now here dissolved, and the said parties are hereby released therefrom, and that said defendant, Edward Gallant, pay the costs of this proceeding, taxed at $, and that this case be recorded.

Attest: Charles Parrott, Clerk
By Hester McCrory, Deputy.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the September Term, A.D. 1907.

Be it remembered that heretofore, towit, on the 5th. day of March, 1906, the following Petition was filed with the Clerk of said Court, towit:

8502
Petition.

Court of Common Pleas,
Union County, Ohio.
March 5th, 1906.

Henry Silbernan, Plaintiff
Vs.
Grace L. Silbernan and
Joseph Silbernan, Defendants.

The plaintiff says:

That on the 28th. day of December, 1896, the defendants made and delivred to James Eartheiler their one certain negotiable promissory note in writing, whereby they promised to pay to said James Eartheiler the sum of Four Hundred Dollars, two years after date, of which the following is a copy, with all credits and endorsements thereon, towit:-

$400.00. New York, N.Y. December 28, 1896.

Two years after date, for value received, we jointly and severally promise to pay to the order of James Eartheiler Four Hundred Dollars, with interest at four per cent per annum, payable annually in advance. And we jointly and severally hereby authorize any attorney at law, at any time after the above amd becomes due, with or without process to appear for us, or either of us, in any Court of Record in the State of Ohio, or elsewhere, and confess judgment in favor of the holder hereof against us, or either of us, for the amount appearing due hereon, with interest and costs, and to release all errors and right of appeal.

Grace L. Silbernan
Jos. Silbernan.

Witness our hands and seals.

There are no credits or endorsements thereon, except the words "Without recourse. James Eartheiler."

That to secure the payment of said note, the defendants on said day, executed and delivred to said James Eartheiler a mortgage deed and thereby conveyed to said James Eartheiler the following described real-estate, situated in the Village of Magnetic Springs, in the Township of Leesburg, County of Union, and State of Ohio, in Survey No. 3696, and bounded and described as follows, viz:- Brginning at a stake in the east line of Mills John Gravel Road, and at the north-west of Park Avenue; thence with the north line of said Park Avenue S. 80 E. 196 feet to a stake; thence S. 10 W. 120 feet to a stake; thence N. 8 W. 196 feet to a stake in the east line of the said Mills John Gravel Road; thence with the east line of said gravel road N. 10 E. 120 feet to the beginning; containing Seventy-one (71) poles; which deed contained the following condition, towit: Provided always, That whereas, said Grace L. Silbernan Jos. Silbernan, her husband hath executed to said James Eartheiler this promissory note, dated December 28th, 1896, for the payment of

Four Hundred Dollars, two years after date, with interest at four per cent per annum, payable in advance. Now if the said Grace L. Silbaugh and Jos. Silbaugh, her husband, shall pay said sum of money to the order of said James Ertheiler, when the same becomes due, with the interest, then these presents to be void, otherwise to be and remain in full force.

That on the 28th. day of January, 1897, at one-thirty o'clock P. M. said mortgage deed was duly delivered to the Recorder of said county for record, and on the 2nd. day of February, 1897, was duly recorded in the record of mortgages of said county in Record of Mortgages Vol. 38, Page 578-579.

The plaintiff further says that on the 16th. day of February, 1906, the said James Ertheiler assigned, sold and delivered said note, and mortgage, securing the same, to the plaintiff herein, for a valuable consideration, and said plaintiff is now the legal owner and holder thereof.

The defendant wholly failed to pay the taxes due on said premises, amounting to the sum of forty-five 94/100 dollars, but made default therein, and on the 16th. day of January, 1906, said property was sold for taxes to one W. Guy Jones of Columbus, Ohio, from whom the plaintiff, to protect his security, redeemed the same and paid to said Jones through the Auditor's office of said Union County, Ohio, said taxes, interest, penalty and costs, amounting to the sum of fifty-four and 66/100 Dollars.

The defendant has not paid the amount secured by said mortgage, (and said taxes, interest and costs) as required by the condition thereof, whereby said mortgage deed has become absolute, and there is now due upon said indebtedness said sum of Four Hundred Dollars, with interest from the 28th. day of December, 1896, and said sum of $54.66 paid to said Jones as aforesaid, with interest thereon from the 3rd day of March, A.D. 1906.

Wherefore, plaintiff prays that an account may be taken of the amount due thereon, that said mortgage may be foreclosed, and said premises may be ordered sold according to law, and out of the proceeds arising therefrom the plaintiff may be paid the amount adjudged to be due him on said note and mortgage (taxes, interest, penalty and costs paid) and for all other and further relief as may be just and equitable.

E. W. Porter.
Attorney for Plaintiff.

E. W. Porter, being sworn, makes oath that he is the attorney 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 now in affiant's possession, and for the sale of real property under a mortgage; that the plaintiff is not a resident of this State of Ohio; that service of summons can not be made within this State on the defendant; that this case is one of those mentioned in Sections 5019 and 5045 Revised Statutes of Ohio; and that the facts stated in the foregoing petition are true as he believes

8502 Notice.

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Sworn to by E. N. Porter before me, and signed by him in my presence this 5th day of March, A.D. 1906.

John L. Loughrey.
Notary Public, Union County, Ohio.

(Seal)

8502
Notice.

On April 7th, 1906, the following Notice was filed:-
Court of Common Pleas
Union County, Ohio.
April 7th, 1906.

Henry Silberman, Plaintiff.
Vs.
Grace L. Silberman and
Joseph Silberman, Defendants.

Now comes Grace L. Silberman, one of the defendants, and moves the court to require the plaintiff to give security for the costs in the above action - on the grounds he is a non-resident of the State of Ohio.

Grace L. Silberman.
By her Atty. A. L. Woodburn.

8502
Proof of Publication

On April 18th, 1906, the following Proof of Publication was filed:-
Court of Common Pleas,
Union County, Ohio.
April 18th, 1906.

Henry Silberman, Plaintiff
Vs.
Grace L. Silberman and
Joseph Silberman, Defendants.

The defendants above named of 256-270 Broadway, New York City, and 374-378 Broadway, New York City, respectively, are hereby notified, that on March 5th, 1906, Henry Silberman of the city and state of New York, filed in the Court of Common Pleas of Union County, Ohio, his petition wherein they are defendants, the object and prayer of which is to enforce the collection of a note of $184.93 and interest from December 5th, 1904, and to foreclose a real estate mortgage given to secure the same. The said defendants are further notified that unless they appear and plead, answer or demur to said petition on or before the 7th. day of April, 1906, the plaintiff herein will apply to said Court on April 22nd, 1906, or at the first opportunity thereafter, to take the matter of said petition as confessed, and to decree thereon accordingly.

E. N. Porter, Attorney 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 March 7, 1906.

W. O. Shearer.

Sworn to and subscribed before me, this 18th. day of April, 1906.

Olive E. Pennewood,
Deputy Clerk.

(Seal)

8502
Entry.

On May 1st, 1906, the following Entry was filed:-
Court of Common Pleas,
Union County, Ohio.
May 1st, 1906.

Henry Silberman, Plaintiff
Vs.
Grace L. Silberman, et. al. Defendants.

This day the Court grants leave for defendant, Grace L. Silber-

man to file answer herein by July 10th. 1906.

8502 Answer and Cross-Petition

On June 30th, 1906, the following Answer was filed:-

Court of Common Pleas, Union County, Ohio. June 30th, 1906.

Henry Silbermann, Plaintiff,
Vs.
Grace L. Silbermann and Joseph Silbermann, Defendants.

Now comes Grace Silbermann, one of the defendants herein and for her separate answer to the petition says:

She admits that she and her husband executed the note and mortgage set forth in the petition and that said mortgage was recorded as therein stated.

She said Grace Silbermann denies each and every other allegation and averment in the said petition set forth.

Cross Petition:

Further answering and by way of cross petition the said Grace Silbermann says:

That she is the wife of said defendant, Joseph Silbermann, and that she is the owner of the real estate in the petition described; that at the time of the execution of said note and mortgage the said Joseph Silbermann borrowed money from the said James Ertheiler, and requested this defendant to execute a mortgage on her said premises to secure the same, at the time promising and agreeing with this defendant that if she would execute said mortgage he, the said Joseph Silbermann, would pay said note when due and have said mortgage cancelled so the same should not cause this defendant any trouble, that pursuant to said promise and agreement this defendant executed said mortgage at the request of said Joseph Silbermann, and he received the money from said Ertheiler, and no part of the same was received by this defendant.

That before the month of February last, this defendant and her husband separated and have not lived together since. She said plaintiff is a brother of said Joseph Silbermann, and sometime during the month of last February, the said Joseph Silbermann sent the plaintiff with means to pay said note and he did pay the same to said Ertheiler in full and said mortgage should have been cancelled, but through the influence of said Joseph Silbermann the plaintiff was induced to bring this action; he the said Joseph Silbermann having become embittered toward this defendant by reason of said separation and certain litigations growing out of the same. She said Grace Silbermann further says that while her name may appear first upon said note, she in fact signed the same as security for the said Joseph Silbermann and at his direction; that the plaintiff and said Joseph Silbermann are both residents of the city of New York, and the said Joseph Silbermann has ample means so that if the plaintiff was the real owner of said note, he could have collected the same from the said Joseph Silbermann, but the plaintiff has no interest in said note or mortgage. She said Joseph Silbermann brought said note and mortgage to this county and employed counsel to bring this action against

this defendant and himself, and in the name of his brother, the plaintiff.

This defendant avers that the said Joseph Silbernagel did cause the said mortgage indebtedness to be paid as he had agreed to do, and that said mortgage should now be cancelled from the record and this action dismissed.

Wherefore this defendant prays the court that the petition in this cause be denied and that said mortgage may be cancelled by order of court, and if that may not be done then that the plaintiff be required to collect said note from the principal, who is his brother, Joseph Silbernagel, and that this defendant and her said property may be protected by all such orders and decrees as the nature of the case may require.

R. L. Woodburn,
J. L. Cameron,
Attorneys for Grace Silbernagel.

The State of Ohio, Union County, ss. Grace Silbernagel, the above named defendant being first duly sworn says, that the facts stated and allegations made in her foregoing answer are true as she believes.

Grace L. Silbernagel

Sworn to before me and signed in my presence this 25 day of May, 1906.

J. L. Cameron, Notary Public.

Interrogatories Attached to the Answer of Grace Silbernagel, to be answered by the plaintiff.

1st. What relation, if any, are you to the defendant, Joseph Silbernagel?

2d. How was the money for the note mentioned in the petition paid to James Entheiler, by check, draft or currency?

3d. If the money was paid by check, state the bank upon which it was drawn, and give its date and state by whom the check was signed?

4th. If the note was paid in currency, state from whom you received the same, and whether the said Joseph Silbernagel furnished you with money to pay said note?

5th. Did you not say to James Entheiler that your brother Joseph Silbernagel had sent you to pay off the note?

6th. State what conversation you did have with said James Entheiler at the time you paid said note.

7th. Did the said Joseph Silbernagel have either said note or mortgage in his possession after the same was paid to Entheiler?

8th. Who brought said note and mortgage to Union County, Ohio, and employed counsel to bring this action on the same?

9th. When did you first learn that your brother, Joseph Silbernagel and his wife had executed the note and mortgage mentioned in the petition?

10th. Were you ever in Union County, Ohio? and what did you know about the real estate mentioned in the petition?

11th. Did you know, during the month of February last, that your brother, Joseph Silbernagel and his wife had separated, and that

there was litigation between them in the city of New York?
12th. Had the fact of such litigation anything to do with your going to James Entwistle, for your brother to take up this note?
13th. Did not your brother, Joseph Silbernan, take said note and mortgage to the attorney in Union County, Ohio, and request him to bring this suit in your name?
14th. What are the present relations between your brother, Joseph Silbernan and the defendant, Grace Silbernan; are they friendly or otherwise?
15th. What effort, if any, have you made to collect said note from Joseph Silbernan?

8502 Motion to Strike Out.

On August 23rd, 1906, the following Motion was filed:-

Henry Silbernan, Plaintiff,
Vs.
Grace L. Silbernan and
Joseph Silbernan, Defendants.

Court of Common Pleas,
Union County, Ohio,
August 23rd, 1906.

Now comes the plaintiff herein, and moves the court to strike from the separate answer and cross-petition of said defendant, Grace L. Silbernan, to the plaintiff's petition herein, the following words and figures, on the ground that they are redundant, irrelevant, scurrilous, immaterial and frivolous and prejudicial to the plaintiff, to-wit:

1. In the second paragraph of said cross-petition, commencing with the 29th. line from the bottom of the page, the words, "That before the month of February last, this defendant and her husband separated and have not lived together since." Also the words in the same paragraph, as follows: "but through the influence of said Joseph Silbernan, the plaintiff was induced to bring this action; he the said Joseph Silbernan having become embittered toward this defendant by reason of said separation and certain litigation growing out of the same." Also the 15th. 16th. and 17th. lines from the bottom containing the words, "and the said Joseph Silbernan has ample means so that if the plaintiff was the real owner of said note he could have collected the same from the said Joseph Silbernan;" Also the paragraph containing the 11th. 12th. and 13th. lines from the bottom of the page as follows: "The said Joseph Silbernan brought said note and mortgage to this county and employed counsel to bring this action against this defendant and himself and in the name of his brother, the plaintiff".

E. N. Porter and Henry S. Kahn,
Attorneys for Plaintiff.

8502 Entry.

On September 18th, 1906, the following Entry was filed;

Henry Silbernan, Plaintiff,
Vs.
Grace L. Silbernan, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio.
September 18th, 1906.

This cause coming on to be heard on the motion of Plaintiff to strike out from the Answer and Cross Petition of Grace Silbernan certain redundant, irrelevant, scurrilous, immaterial and frivolous

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matter, the Court on consideration thereof sustains said Motion, excepting as to that part thereof which asks to strike out the following averment of said answer, to-wit: "And the said Joseph Silberman has ample means so that if the plaintiff was the real owner of said note he could have collected the same from the said Joseph Silberman," which said Court overrules.

8502 Reply

On January 4th, 1907, the following Reply was filed:-

Court of Common Pleas,
Union County, Ohio,
January 4th, 1907.

Henry Silberman, Plaintiff.
vs.
Grace Silberman and
Joseph Silberman, Defendants.

Now comes Henry Silberman, the plaintiff herein, and for a Reply to the Cross-petition of the defendant, Grace L. Silberman, upon information and belief:-

First:- Admits that said defendant, Grace L. Silberman is the owner of the real estate in said petition described.

Second:- Admits that before the month of February last the said defendant, Grace L. Silberman and Joseph Silberman separated, and have not lived together since.

Third:- Admits that plaintiff is a brother of Joseph Silberman.

Fourth:- Admits that said Joseph Silberman brought said note and mortgage to Union County, but alleges that it was as attorney in fact for this plaintiff that the same was done.

Fifth:- Denies each and every other allegation in said Cross-petition set forth not hereinbefore admitted or controverted.

Wherefore, plaintiff prays the Court, that the Cross petition in this cause be denied and dismissed, and that the plaintiff have the relief asked for in his Petition herein, and for such other and further relief as to the Court may seem proper.

E. N. Porter and Henry S. Kahn,
Attorneys for Plaintiff.

State of New York, County of Warren, ss:-

Henry Silberman, the above named plaintiff, being first duly sworn, says, that the facts stated and allegations made in his foregoing Reply are true as he believes.

Henry Silberman

Sworn to before me and signed in my presence this 3rd. day of August, 1906.

(Seal) L. S. Hemmeway, Notary Public.

State of New York, Warren County Clerk's Office, ss:

I, Edwin C. Sisson, Clerk of said County and Clerk of the County and Supreme Courts, the same being Courts of Record in and for said County, do hereby Certify that L. S. Hemmeway, whose name is subscribed to the annexed affidavit, was at the date of said affidavit, a Notary Public of the County of Warren, dwelling in said county, duly qualified; and that I am well acquainted with the hand writing of the said notary Public, and verily believe that his signature to the

annexed instrument is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Lake George, N.Y. this 4th. day of August, 1906.

E. C. Sisson, Clerk,
Deputy.

Henry Silbernagel, Plaintiff.
Vs.
Grace Silbernagel and
Joseph Silbernagel, Defendants.

Court of Common Pleas,
Union County, Ohio.

State of New York, County of Warren, ss.

Henry Silbernagel, the plaintiff in the above entitled action, having personally appeared before me, and after being sworn to testify the truth, the whole truth and nothing but the truth, did depose, say and make answer to the following interrogatories attached to the answer of Grace Silbernagel, as follows:-

1st. Q. What relation, if any, are you to the defendant, Joseph Silbernagel?

A. Brother.

2nd. Q. How was the money for the note mentioned in the petition paid to James Entheiler, by check, draft or currency?

A. Currency.

3rd. Q. If the money was paid by check, state the bank upon which it was drawn, and give its date and state by whom the check was signed.

A. I had no bank account.

4th. Q. If the note was paid in currency, state from whom you received the same, and whether the said Joseph Silbernagel furnished you with money to pay said note.

A. I received currency partly from Savings Banks and partly from employer. Joseph Silbernagel did not furnish me with money. I loaned him money.

5th. Q. Did you not say to James Entheiler that your brother, Joseph Silbernagel, had sent you to pay off the note?

A. No.

6th. Q. State what conversation you did have with said James Entheiler at the time you paid said note.

A. I asked him whether he still held the mortgage on Grace Silbernagel's Hotel and whether he would dispose of it to me for the amount of the note, which he did.

7th. Q. Did said Joseph Silbernagel have either said note or mortgage in his possession after the same was paid to Entheiler?

A. He took it to Ohio as my Attorney in fact.

8th. Q. Who brought said note and mortgage to Union County, Ohio, and employed counsel to bring this action on same?

A. Joseph Silbernagel.

9th. Q. When did you first learn that your brother, Joseph Silbernagel and his wife had executed the note and mortgage mentioned in the petition?

A. About 10 years.

8502 Entry.

8502 Entry.

10th. Q. Were you ever in Union County, Ohio, and what did you know about the real estate mentioned in the petition?
A. No. Only what I learned from Joseph Silberman and Grace L. Silberman.
11th. Q. Did you know during the month of February last that your brother, Joseph Silberman, and his wife separated, and that there was litigation between them in the city of New York?
A. Yes.
12th. Q. Had the fact of such litigation anything to do with your going to James Entheiler for your brother to take up this note?
A. No. I didnit go for my brother.
13th. Q. Did not your brother, Joseph Silberman, take said note and mortgage to the Attorney in Union County, Ohio, and request him to bring this suit in your name?
A. Yes.
14th. Q. What are the present relations between your brother Joseph Silberman and the defendant Grace Silberman: are they friendly or otherwise.
A. I really dont know.
15th. Q. What effort, if any, have you made to collect said note from Joseph Silberman?
A. I have asked him for payments and he said he had no money.

Henry Silberman.

Sworn to before me this 3d. day of August 1906.

L. S. Hennenway
(Seal) Notary Public.

8502 Entry.

On September 23rd, 1907, the following Entry was filed:

Henry Silberman, Plaintiff.
Vs.
Grace L. Silberman, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
September 23rd, 1907.

This day came the parties and the defendant by leave of the Court withdrawe her answer and permitted judgt. to be rendered in favor of plaintiff as prayed for. Judgt. and order of sale.

8502 Entry.

On September 23rd, 1907, the following Entry was filed:

Henry Silberman, Plaintiff.
Vs.
Grace L. Silberman, et.al, Defendants.

Court of Common Pleas,
Union County, Ohio,
September 23rd, 1907.

Now came the plaintiff herein, and the defendant, by leave of the court withdrew her answer, and permitted judgment to be rendered in favor of plaintiff as prayed for, and the court find:

That the defendant, Grace L. Silberman and Joseph Silberman, her husband, executed and delivered to the said James Entheiler, the mortgage deed in the petition described, and on the premises therein described. And the court further find that the said James Entheiler assigned, sold and delivered said note and said mortgage securing the same, to the plaintiff herein, for a valuable consideration,

and that this plaintiff is now the legal owner and holder thereof. The court further find that said mortgage was duly recorded in Book 38, Pages 578-579 of the records of mortgages of Union County, and is the first and best lien on the premises described in plaintiff's petition.

The court furthere find that the condition of defeasance in said mortgage has been broked, and that said plaintiff is hereby entitled to have the defendants equity of redemption foreclosed.

It is therfore considered and decreed that unless said defendants shall, within ninty days from the entry of this decree, pay or cause to be paid, to the clerk of this court the costs in this case, and to said plaintiff the sum of $400.00, with interest from the 28th. day of December, 1906, and also said sum of $54.66 with interst thereon from the 3rd. day of March, 1906, paid as taxes, interest, penalty and costs, as stated in plaintiff's petition, according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed, and said premises shall be sold and free from the dower estate of Joseph Silbernagel, and an order of sale shall issue therfor to the Sheriff of Union County, directing him to sell said premises as upon execution, and bring the proceeds into court for further order. It is further considered and decreed that this order be filed as of the 23rd. day of September, 1907.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembered that heretofore, towit, on the 19th. day of September, 1908, the following Petition was filed with the Clerk of said Court towit:

Court of Common Pleas,
Union County, Ohio
September 19th. 1908.

8813
Petition.

Henry Silbernan, Plaintiff,
Vs.
Grace L. Silbernan, Joseph Silbernan, Jesse F. Conrad, J. C. Brown & Son, R. L. Woodburn, J. L. Cameron and Charles H. Wiltsie,
Defendants.

That on the 23rd. day of September, 1907, at Marysville, in the Common Pleas Court of Union County, Ohio, the plaintiff recovered a judgment of foreclosure which was duly rendered by said court against the defendants, Grace L. Silbernan and Joseph Silbernan in Cause No. 8502, on the land described in said cause. That in said cause the court found that the mortgage of plaintiff, therein described, was duly recorded in Book 38, Pages 528-529, of the Records of Mortgages of Union County, Ohio, and is the first and best lien on the premises described in plaintiff's petition in said cause. And further the court found that the condition of defeasance in said mortgage had been broken, and that said plaintiff was entitled to have the defendants equity of redemption foreclosed.

Wherefore, it was considered, ordered and decreed by the court, that unless said defendants, Grace L. Silbernan and Joseph Silbernan, within thirty days from the entry of said decree, towit, on the said 23rd. day of September, 1907, should pay or cause to be paid to the Clerk of this Court the costs in said case, and to said plaintiff the sum of $400.00 with interest from the 28th. day of December, 1896, and also the sum of $54.66 with interest thereon from the 3rd. day of March, 1906, paid as taxes, interest, penalty and costs, as stated in plaintiff's petition, then the defendants equity of redemption should be foreclosed, the said premises be sold, an order of sale issue to the Sheriff as upon execution, and to bring the proceeds into court for further order.

That said thirty days have more than passed, and said order of the court has not been complied with, and the rights of this plaintiff have become absolute. There are other persons who claim liens on said lands and the land having been forfeited for the non-payment of taxes, it is necessary that the several liens may be marshalled and determined and the several rights of all persons claiming liens may be adjudicated to the end that a purchaser at foreclosure sale may get a good and sufficient title.

That the defendants, Jesse F. Conrad, J. C. Brown & Son, R. L.

Woodburn, J. L. Cameron and Charles D. Nittaie, each claim to have some lien or interest in said premises and they are made parties hereto and required to answer and set forth their respective claims or liens, or be forever barred from asserting the same.

The plaintiff avers that his mortgage is the first and best lien on said premises and that all other claims and liens are subordinate thereto.

The premises included in said order of sale and foreclosure proceedings are described as follows:-

Situate in the County of Union and State of Ohio, and in the Village of Magnetic Springs, being part of Survey No. 3696, bounded and described as follows: Beginning at a stake in the east line of Mills John Gravel Road and north west line of Park Avenue; thence with the north line of said Park Avenue S. 80 E. 196 feet to a stake; thence S. 10 W. 120 feet to a stake; thence N. 8. W. 196 feet to a stake in the east line of said Mills John Gravel Road; thence with the east line of said gravel road N. 10 E. 120 feet to the beginning, containing 71 poles. (correction, the call on Park Avenue should be along the north line thereof.)

Said Joseph Silbernagel is required to answer and set forth any claim of dower, or other claim he may have upon said lands and in default of answer that he be forever barred from claiming dower or other interest in said premises, and each of the other defendants are required to answer and set forth their respective claims, or be forever barred.

The plaintiff prays that all said claims and liens may be fully adjudicated and determined by the court, and the amount and priority thereof determined, and that the plaintiff may be ordered to sell said premises free from any and all said liens and free from any claim of said Joseph Silbernagel for dower or other claim, and that the plaintiffs said mortgage liens may be declared to be the first and best lien and ordered to be first paid, and that the plaintiff may have all such other and further relief as the nature of the case may require.

Edward W. Porter.
Attorney for Plaintiff.

The State of Ohio, Union County, ss,

Edward W. Porter, being first duly sworn, deposes and says, that he is the Attorney for the plaintiff duly authorized in the premises, that the plaintiff is not a resident of the said County of Union and is now absent therefrom, and the facts set forth in the foregoing petition are within the personal knowledge of affiant and are true as affiant verily believes.

Edward W. Porter

Sworn to before me and signed in my presence this 19th. day of September, A. D. 1908.

(Seal)

Charles Parrott,
Clerk of Courts.

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Precipe.

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8813 Precipe.

On September 22nd. 1908, the following Precipe was filed:-

Henry Silbernan, Plaintiff,
Vs.
Grace L. Silbernan, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
September 22nd, 1908.

To the Clerk of said Court:

Issue Summons in the above entitled case for Grace L. Silbernan, directed to Sheriff of Union Co. returnable according to law.

Plaintiffs Attorney.

8813 Summons

On September 22nd. 1908, the following Summons was issued:

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

You are hereby commanded to notify Grace L. Silbernan that she has been sued by Henry Silbernan in the Court of Common Pleas of Union County and must answer by the 24 day of October, A.D. 1908, 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 October, A.D. 1908.

Witness my hand and the seal of said Court, this 22 day of September, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Sept. 23rd. A.D. 1908 at 10 o'clock A.M. and on Sept. 23, 1908, I served same by personally handing to the within named Grace L. Silbernan a true and certified copy thereof with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8813 Answer and Cross-Petition

On September 23rd, 1908, the following Answer and Cross-Petition was filed:

Henry Silbernan, Plaintiff,
Vs.
Grace L. Silbernan, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio,
September 23rd. 1908.

Now comes R. L. Woodburn and J. L. Cameron, and having been made parties to the petition in this cause, for their answer and cross-petition say:

That the defendant, Grace L. Silbernan, did on the 7th. day of April, 1906, convey the premises in the petition described to the said R. L. Woodburn and J. L. Cameron, by her mortgage deed, to secure the payment of Five Hundred Dollars, with interest at the rate of six per cent. per annum, which deed of mortgage was on the 9th. day of April, 1906, at 4 o'clock P.M. left with the recorder of said county for record and was by him recorded in Vol. 51, on page 496 of the record of mortgages for said County of Union and the same became and still is a valid lien on said premises, dating from the 9th. day of April, 1906, at 4 o'clock, P.M.

The conditions contained in said mortgage deed is as follows:

"Provided always, and these presents are upon this condition,

that if the said Grace L. Silbernagel shall pay or cause to be paid unto the said J. L. Cameron and R. L. Woodburn or to their executors, administrators and assignees, the following promissory notes, executed this 7th. day of April, 1906. One note to J. L. Cameron, calling for Two Hundred and Fifty Dollars, due five years after date; also note to R. L. Woodburn, calling for Two Hundred and Fifty Dollars, due five years after date; each bearing six per cent interest from date. Interest to be paid annually, then these presents to be void, otherwise to be and remain in full force and virtue in law."

The said Grace L. Silbernagel has never paid any thing to either of these defendants upon the indebtedness set forth in said mortgage, nor has she paid any interest on either of said notes; that by the terms of said note and mortgage there is now due to each of these defendants, the sum of $30, for two annual installments of interest, and the principal of said notes is wholly unpaid. These defendants still have and hold their respective notes mentioned in said mortgage, and are entitled to the money due and to become due thereon.

Wherefore these defendants pray that their mortgage lien may be protected and declared, and that an account may be taken of the money due and to become due thereon and that if the said premises are ordered sold to pay the plaintiffs claim, then the court will fix and determine the amount that shall be paid to these defendants, out of the proceeds of said sale, to cancel and discharge the said mortgage, and that these defendants may have an order of sale to pay the money now due them upon said mortgage, and that the court will make such further order in regard to the money secured by said mortgage and not yet due, as the equity of the case may require.

R. L. Woodburn,
J. L. Cameron,
Attorneys.

The State of Ohio, Union County, ss:

J. L. Cameron, being first duly sworn, deposes and says, that the facts stated and allegations made in the foregoing answer and cross-petition are true as he verily believes.

J. L. Cameron.

Sworn to before me and signed in my presence this 23 day of September, 1908.

Chas. Parrott,
Clerk of Courts.

(Seal)

8813. Answer and Cross-Petition of Joseph Silbernagel.

On October 12th, 1908, the following Answer and Cross Petition was filed:-

Henry Silbernagel, Plaintiff
Vs.
Grace L. Silbernagel, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio
October 12th, 1908.

Now comes Joseph Silbernagel, one of the defendants in the above entitled cause and voluntarily enters his appearance herein, and for answer to the petition in this case filed, says that he was late the

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husband of said Grace L. Silbernan, but is now divorced from her by an order and decree of court, and as such was entitled to dower in the premises described in said petition, and he fully consents to said sale as prayed for, and waives the assignment of dower in said premises by metes and bounds or in rents and profits, and waives any and all claims for dower in the proceeds of said sale; and asks the court that said premises may be sold free from his dower estate therein.

E. M. Porter,
Attorney for Joseph Silbernan.

The State of New Jersey, Essex County, ss.

Joseph Silbernan, being sworn, makes oath that the facts stated in the foregoing answer and cross-petition, are true, as he believes.

Joseph Silbernan,

Sworn to by said Joseph Silbernan before me, and signed by him in my presence this 9th. day of October, A.D. 1908.

R. Richards,
Notary Public.

(Seal)

8813
Answer and Cross-Petition of Grace F. Conrad

On October 23rd. 1908, the following Answer and Cross-Petition was filed:-

Henry Silbernan, Plaintiff,
Vs.
Grace L. Silbernan, et.al. Defendants.

Court of Common Pleas,
Union County, Ohio.
October 23rd, 1908.

Now comes Grace F. Conrad, and having been made a party defendant to the petition in this cause, for his answer and cross-petition, says:

That on the 17th. day of September, A.D. 1907, he procured a judgment against said Defendants, Grace L. Silbernan and Joseph Silbernan, for the sum of Fifty-six Dollars, ($56.00) and $2.65 costs, and by the consideration of A. C. Turney, a Justice of the Peace, in and for Leesburg Township, Union County, Ohio.

That on the 23rd. day of September, A.D. 1907, this defendant filed a transcript from the civil docket of said Justice of the Peace, with the Clerk of the Courts of said county, in said cause, and directed an execution to be issued against the land described in plaintiffs' petition, and thereby procured a lien upon said real estate, and the same is still a valid lien on said premises, dating from said 23rd. day of September, A.D. 1907, and which is found in Execution and Lien Docket, Vol. L. 3, Page 6164 in said Clerks office.

The said defendants, Grace L. Silbernan and Joseph Silbernan, have never paid anything to this answering defendant upon the indebtedness set forth in said judgment, and there is now due upon said judgment, and costs, said sums of $56.00 and $2.65, and the interest on each of said amounts from said September 23rd, 1907, together with increase costs.

Wherefore, this defendant prays that his judgment lien may be protected and declared, and that an account may be taken of the money due, and to become due thereon, and that if the said

premises are sold to pay the plaintiff's claim, then that the court shall fix and determine the amount that shall be paid to this defendant out of the proceeds of said sale, and that this defendant may have an order of sale to pay the money due upon said judgment and costs as aforesaid, and that the court will make such further order in regard to said lien, as the equity of the case may require.

E. W. Porter.
Attorney for Jesse F. Conrad.

The State of Ohio, Union County, ss.

Jesse F. Conrad, being sworn, makes oath that the facts stated in the foregoing answer and cross-petition are true, as he believes.

Jesse F. Conrad.

Sworn to by said Jesse F. Conrad before me, and signed by him in my presence this 22nd. day of October, A.D. 1908.

Edward W. Porter, Notary Public
Union County, Ohio.

(Seal)

8813 Entry

On December 4th, 1908, the following Entry was filed.

Henry Silbernagel, Plaintiff.
Vs.
Grace L. Silbernagel, et al. Defendants.

Court of Common Pleas,
Union County, Ohio,
December 4th. 1908.

On motion to this court by the plaintiff, and for good cause shown, the real-estate described in plaintiff's petition is hereby ordered by the court to be sold, and an order of sale is hereby issued therefor, to the Sheriff of Union County, directing him to sell said premises as upon execution, and bring the proceeds into court for further order.

E. W. Porter.
Attorney for Plaintiff.

8813. Answer and Cross-Petition of Charles H. Miltzie

On December 11th, 1908, the following Answer and Cross-Petition was filed.

Henry Silbernagel, Plaintiff.
Vs.
Grace L. Silbernagel, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
December 11th, 1908.

Now comes Charles H. Miltzie, one of the defendants herein, and for his separate answer and cross-petition, says:

That the said Grace L. Silbernagel, owner of the premises described in the petition, failed to pay the taxes thereon, and that in the year 1908 this defendant paid the taxes on said premises, amounting to Forty-four and 34/100 Dollars, and that there is now due this defendant for said taxes, interest and penalty, the sum of Fifty-four Dollars and eighty-six cents, which said sum is the first and best lien on the premises in the petition described.

Wherefore this defendant prays that if a sale of said premises be had, the court will protect and enforce his said lien, and order the payment of said sum of $54.86. to be paid to this defendant out of the proceeds of said sale, and that the same be declared prior to all other claims and liens.

E. W. Porter, Atty. for said Charles H. Miltzie.

8813 Entry

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The State of New York, Monroe County, ss:
Charles K. Miltsie, being first duly sworn, makes oath that the facts stated in the foregoing answer and cross-petition are true, as he believes.

Charles K. Miltsie.

Sworn to by said Charles K. Miltsie before me and signed by him in my presence this 7th. day of December, A.D. 1908.

Elizabeth J. Watson
(Seal) Notary, Monroe Co. N.Y.

8813. Entry

On December 12th. 1908, the following Entry was filed:

Court of Common Pleas,
Union County, Ohio,
December 12th. 1908.

Henry Silbernman, Plaintiff.
Vs.
Grace L. Silbernman, et. al. Defendants.

This day this cause came on to be heard upon the petition of Henry Silbernman to marshal the liens upon the premises in the petition described; and upon the several answers, and cross-petitions filed herein, and the evidence.

On consideration whereof, the court find:-

First. That the defendant, Charles K Miltsie has paid the taxes on said premises, and that there is now due him for said taxes, interest and penalty, as claimed in his answer, the sum of $ 54.56, which said sum is the first and best lien on said premises.

Second. The court further finds that there is now due to the plaintiff, Henry Silbernman, upon his mortgage claim, including interest, and costs in the foreclosure suit, the sum of $, which is the second lien upon said premises.

Third: The court finds that the notes and mortgage set forth in the answer and cross-petition of J. L. Cameron and R. L. Woodburn were executed and the mortgage recorded, as therein stated and that all the allegations set forth in said answer and cross-petition, are true. The court finds the present value of the note given by said Grace L. Silbernman to J. L. Cameron, as set forth in said mortgage is $ 290.00, and that the present value of the note given to said R. L. Woodburn is the sum of $ 290.00, which said sums are a lien upon said premises, and comes in priority next after the lien of said Henry Silbernman. That said notes and said interest are at six per cent. That if said premises are sold it will be equitable to pay to said J. L. Cameron and R. L. Woodburn out of the proceeds of said sale the said sums herein found to be the present value of said notes respectively, and if said proceeds are not sufficient to pay each of said defendants in full, then that they be paid pro rata out of such sum as may remain after paying the prior liens.

Fourth. The court further finds that the facts set forth in the answer and cross-petition of said defendant, Jesse F. Conrad are true, and that there is due him upon the judgment set forth in his said answer, the sum of $ 63.05, and that the same is a lien upon said premises, to be paid next after the lien of said J. L. Cameron and R. L. Woodburn.

The court further finds that said Joseph Silbernman has

filed his answer herein, waiving any right of dower in said premises, or in the proceeds of a sale of the same.

The court further finds that said defendants, J.C. Brown & Son have heretofore been paid their claim in full, and that they were not and are not now necessary parties to this suit.

It is therefore considered, ordered and decreed by the court, that upon order of sale being issued, as provided in the judgment and order of sale set forth in the plaintiffs petition, that the said premises be sold free of all liens and dower, and that out of the proceeds of said sale the Sheriff pay the costs of this procceding, and the taxes on said premises, and that he pay the several liens in the priority herein found, towit:-

First. To said Charles L. Wilson the sum of Fifty-four & 56/100 Dollars.

Second. To said Henry Silberman the sum of Six Hundred and Fifty five and 66/100 Dollars.

Third. To J. L. Cameron and R. L. Woodburn, each, the sum of Two Hundred and Ninety Dollars.

Fourth. To Jesse L. Conrad, the sum of Sixty-three and 05/100 Dollars.

Fifth. The balance, if any, to be paid to said Grace L. Silberman, and that of his proceedings the Sheriff make due return.

8813. Precipe. On December 12th, 1908, the following Precipe was filed:-

Henry Silberman, Plaintiff. Court of Common Pleas,
Vs. Union County, Ohio,
Grace L. Silberman, et. al. Defendants. December 12th, 1908.

To the Clerk:-

Please issue an order, directed to the Sheriff of Union County, Ohio, directing him to sell the premises described in plaintiffs petition, in said above entitled cause, as upon execution, and bring the proceeds into court for further order.

E. N. Porter,
Attorney for Plaintiff.

8813 Order of Sale. On December 12th, 1908, the following Order of Sale was issued:-

Order of Sale.

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 4th. day of December, 1908, Henry Silberman obtained a Judgment and Decree against Grace L. Silberman, et. al.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed 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.

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 County of Union and State of Ohio and in the Village of Magnetic Springs, being part of Survey No. 3696, bounded and described as follows:- Beginning at a stake in the east line of Mills John Gravel Road, and north-west line of Park Avenue; thence with the north line of said Park Avenue S. 80° E. 196 feet to a stake; thence S. 10 W. 120 feet to a stake; thence N. 80 W. 196 feet to a stake in the east line of said Mills John Gravel Road; thence with the east line of said gravel road N. 10 E. 120 feet to the beginning, containing 71 poles. (correction, the call on Park Avenue should be along the south line thereof).

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, this 12th. day of December, A.D. 1908.

Charles Parrott, Clerk.
(Seal) By Lester McElroy, Deputy 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 21st day of Dec, 1908, summon William King, R. E. Turney and E. 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 21st day of Dec. A.D. 1908, said Appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Fifteen Hundred Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 22nd. day of December, 1908, 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 23rd. day of January, A.D. 1909, at one o'clock P. M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 23rd day of January, A.D. 1909, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came William King, who bid for the same the sum of Thirteen Hundred & Twenty-five Dollars, and said sum being more than two-thirds of

the appraised value thereof, and said William King, being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for cash sum of Thirteen Hundred & Twenty-five Dollars.

Ead Price, Sheriff.

8813 Proof of Publication

On January 23rd. 1909 the following Proof of Publication was filed:-

Henry Silbernman, Plaintiff,

Vs.

Grace L. Silbernman et.al. Defendants.

Court of Common Pleas.
Union County, Ohio.
January 23rd. 1909.

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 23, 1909, 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 Magnetic Springs, County of Union and State of Ohio, and bounded and described as follows:

Being part of Survey No. 3696, and bounded and described as follows: Beginning at a stake in the east line of Mills John Gravel Road and northwest line of Park Avenue; thence with the north line of said Park Avenue, S. 80° E. 196 feet to a stake; thence S. 10° West 120 feet to a stake; thence N. 8° W. 196 feet to a stake in the east line of said Mills John Gravel Road; thence with the East line of said Gravel Road N. 10° E. 120 feet to the beginning. Containing ½ poles (Corrections, the call on Park Avenue should be along the south line thereof.

Appraised at $500.00.

Terms of sale: cash.

D. C. Bolenbaugh,
Sheriff of Union County, Ohio.

The State of Ohio, Union County, ss.

Personally appeared before me N. A. 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 Dec. 23, 1909 in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

N. A. Shearer.

Sworn to before me and signed in my presence this 23rd day of January, A.D. 1909.

(Seal) Hester McCrory, Deputy Clerk.

8813 Entry.

On January 30th, 1909, the following Entry was filed:-

Henry Silbernman, Plaintiff,

Vs.

Grace L. Silbernman, et.al. Defendants.

Court of Common Pleas.
Union County, Ohio.
January 30th, 1909.

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

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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 King by deed, according to law, the property so sold, and he purchaser is hereby subrogated to all the rights of the said lienholders in said premises, so far as they may be said herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

And it is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof in the office of the Recorder of said County.

And the Court coming now to distribute the proceeds of said sale amounting to $1325.00, it is ordered that the sheriff out of the money in his hands pay

First: To the Treasurer of this County the taxes against said property, the sum of $.

Second: The cost of this action and the costs in Case No. 8502, being the original action in foreclosure herein.

Third: To parties herein the several amounts to which they have been found entitled and according to the priority as heretofore found by the court.

8813 Entry. On February 6th. 1909, the following Entry was filed:

Henry Silbernan, Plaintiff. vs. Grace L. Silbernan, et al. Defendants.

Court of Common Pleas, Union County Ohio. February 6th. 1909.

This cause coming on to be heard on the motion of the Defendant, modifying the former order of the Court herein, for reasons therein stated, and the Court do overrule the same. And the Court on further consideration, and being fully advised in the premises and for good cause shown orders that said former order be modified so that said goods and chattel property belonging to said Joseph Silbernan and stored at the Grand Union Hotel, at Magnetic Springs, Ohio, is released from the limitation of said former order, and said Joseph Silbernan, by E. N. Porter, his attorney, is authorized to ship said property forthwith, or to otherwise dispose of the same as to him seems best.

Attest: Charles Parrott, Clerk.
By Hester McCrory, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembered that heretofore, towit on the 12th. day of December, 1908, the following Petition was filed with the Clerk of said Court, towit:

8855 Petition.

Union Building Co. Plaintiff,
Vs.
John E. Penhorwood, Vesta Penhorwood, R. E. Penhorwood, and Samuel Welchimer and Herbert Welchimer, partners as S. Welchimer & Son, Defendants.

Court of Common Pleas,
Union County, Ohio,
December 12th. 1908.

The Plaintiff says:-

That it is a partnership formed for the purpose of carrying on business in the State of Ohio, and- That there is due it from the defendants, John E. Penhorwood, Vesta Penhorwood and R. E. Penhorwood, the makers, and from Samuel Welchimer and Herbert N. Welchimer, the original payees and indorsers, under their partnership name of S. Welchimer & Son, the sum of Seven Hundred ($700.) Dollars, which it claims with interest at the rate of six per cent. per annum, payable semi-annually from September 17th. 1907, on a promissory note, of which the following is a copy, with all credits and endorsements, towit:

"$700.00. West Mansfield, Ohio Sept. 17, 1907.

One year after date, for value received, we, or either of us promise to pay to S. Welchimer & Son, or order at The Union Bank, West Mansfield, Ohio, Seven Hundred Dollars, with interest at 6 per cent, payable semi-annually. And we hereby authorize any Attorney at Law to appear for us, or either of us, in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us, or either of us, and confess judgment in favor of the said holder 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."

"No. 12020 Due Sept. 17-08"

"John E. Penhorwood"
"Vesta Penhorwood"
"R. E. Penhorwood"

The said note bears written upon the back thereof an endorsement in the words following, towit: "Notice of protest waived.
"S. Welchimer & Son"

No payments have been made on said note.

Wherefore, the Plaintiffs pray judgment against the Defendants in the said sum of $700.00, with interest as aforesaid from Sept. 17th. 1907, and its costs of suit.

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 in the foregoing Action, and duly authorized

8855 Precipe.

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herein; That the foregoing pleading is founded upon a written instrument for the payment of money, which instrument is now in affiants possession; and that the facts stated in the foregoing petition are, as affiant believes, true.

James McCampbell.

Sworn to before me and signed in my presence, by James McCampbell, this 12 day of December, A.D. 1908.

(Seal)

Chas. Garrott,
Clerk of Courts.

8855
Precipe.

On December 12th, 1908, the following Precipe was filed:-

Union Banking Co. Plaintiff.
Vs.
John E. Penhorwood, et al. Defendants.

Court of Common Pleas.
Union County, Ohio.
December 12th, 1908.

To the Clerk of said Court:-

Issue Summons in the above entitled case, To A. E. Penhorwood, directed to Sheriff of Union County, Ohio, and to John E. Penhorwood, Vesta Penhorwood, Samuel Melchinger and Herbert N. Melchinger, directed to Sheriff of Logan County, Ohio and indorse "Action for money suit, claimed $ 700.00, Int. 6% payable semi-annually from Sept. 7th, 1907"; returnable according to law.

James McCampbell,
Plaintiff's Attorney.

8855.
Summons.

On December 12th, 1908, the following Summons was issued:-

Union Banking Company
Plaintiff
Vs.
John E. Penhorwood, et. al.
Defendants.

Court of Common Pleas.
Union County, Ohio
December 12th, 1908.

To the Sheriff of Logan County:

You are hereby commanded to notify John E. Penhorwood, Vesta Penhorwood, Samuel Melchinger and Herbert N. Melchinger that they have been sued by Union Banking Company in the Court of Common Pleas of Union County and must answer by the 9th. day of January A. D. 1909, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21st. day of December, A.D. 1908.

Witness my hand and the seal of said Court, this 12th. day of December, A.D. 1908.

Charles Garrott, Clerk.
By Exster McCrory, Deputy.

(Clerk)

Sheriff's Return.

The State of Ohio, Logan County, ss.

Received this writ December 12th. A. D. 1908, at 4 o'clock P. M. and served same by handing personally a true and certified copy of this writ, with all of the endorsements thereon, to the within named Samuel Melchinger and Herbert N. Melchinger and by leaving a like certified

copy at the usual place of residence of John E. Penhorwood and Vesta Penhorwood. Dec. 16th. 1908.

E. P. Humphreys Sheriff
By A. N Elliott, Deputy.

8855 Summons.

On December 12th. 1908, the following Summons was issued:-

Union Banking Company,
Plaintiff.
Vs.
John E. Penhorwood et al.
Defendants.

Court of Common Pleas,
Union County, Ohio,
December 12th, 1908.

To the Sheriff of Union County:

You are hereby commanded to notify R. E. Penhorwood, that she has been sued by Union Banking Company in the Court of Common Pleas of Union County and must answer by the 9th. day of January, A. D. 1909, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21st. day of December, A. D. 1908.

Witness my hand and the seal of said Court, this 12th. day of December, A.D. 1908.

Charles Parrott, Clerk
By Exeter McCrory, Deputy.

(Seal)

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Dec. 16th, A.D. 1908, at 4 o'clock P.M. and on Dec. 18th, 1908, I served same by personally handing to the within named R. E. Penhorwood a true and certified copy thereof, with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8855 Demurrer.

On January 11th, 1909 the following Demurrer was filed:-

Union Banking Co. Plaintiff.
Vs.
John E. Penhorwood, et. als, Defendants.

Court of Common Pleas.
Union County, Ohio,
January 11th. 1909.

Now comes Samuel Welchimer and Herbert W. Welchimer, partners as S. Welchimer & Son and demur to the petition on the grounds that facts sufficient to constitute a cause of action against them, or either of them, or against said partnership firm, are not in the said petition set forth.

J. L. Cameron,
Attorney for S. Welchimer & Son.

8855 Amended Petition.

On January 16th, 1909 the following Amended Petition was filed:-

Union Banking Co. Plaintiff.
Vs.
John E. Penhorwood, Vesta Penhorwood, R. E. Penhorwood, and Samuel Welchimer and Herbert W. Welchimer, partners as S. Welchimer & Son, Defendants.

Court of Common Pleas
Union County, Ohio.
January 16th, 1909.

Now comes the Plaintiff and, by leave of the Court first had, for its Amended Petition herein, says:-

That it is a partnership formed for the purpose of carrying on business in the State of Ohio; and

That there is due it from the defendants, John E. Penhorwood, Vesta Penhorwood and R. E. Penhorwood, the makers, and from Samuel Melchiner and Herbert N. Melchiner, the original payees and indorsers, under their partnership name of S. Melchiner & Son, the sum of Seven Hundred ($ 700.00) Dollars, which it claims with interest at the rate of six per cent. per annum, payable semi-annually, from September 17th, 1907, on a promissory note, of which the following is a copy, with all credits and indorsements, to-wit:

"$700.00. "West Mansfield, Ohio, Sept. 17, 1907"

"One year after date, for value received, we or either of us promise to pay to S. Melchiner & Son, or order, at The Union Bank, West Mansfield, Ohio, Seven Hundred Dollars, with interest at 6 per cent. payable semi-annually. And we hereby authorize any Attorney-at-Law to appear for us, or either of us, in an action on the above note, at any time after the same becomes due, in any court of record in and of the State of Ohio, waive the issuing and service of process against us, or either of us, and confess judgment in favor of the said holder 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."

"No. 12020 --- Due Sept. 17-08". "John E. Penhorwood"
"Vesta Penhorwood"
"R. E. Penhorwood"

The said note bears written upon the back thereof an indorsement in the words and form following, to-wit: "Notice of protest waived".

"S. Melchiner & Son."

There are no credits indorsed upon said note, and no payments have been made thereon.

The Plaintiff further says, and avers, that on the day said note matured the said indorsers, by the said Herbert N. Melchiner notified and requested the Plaintiff that, in case said makers failed to pay said note on said day, said note be not protested for non-payment. The said notification and request were made verbally.

The Plaintiff further says:- That the Union Bank, at West Mansfield, Ohio, mentioned in said note as the place of payment thereof, belongs to the Plaintiff and, on the date of the execution of said note constituted, and ever since has constituted, Plaintiff's office and place of business, and that, on the day said note, by its terms, fell due, the Plaintiff owned and held said note and had the same at its said office and Bank, during its usual banking hours on said day, ready to receive payment thereof and surrender the same, but the makers of said note failed to appear at said bank on said day, and wholly failed to pay said note, or to arrange for the pay-

ment thereof by deposit in said bank, or otherwise.

Wherefore, the Plaintiff prays judgment against the Defendants in the said sum of $700.00, with interest as aforesaid from September 17th. 1907 and its costs of suit.

James McCampbell,
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Thomas F. Wilson, being sworn, says that he is the agent and cashier of the Plaintiff and duly authorized herein; and that the facts alleged in the foregoing pleading are within his personal knowledge and, as he verily believes, true.

Thos. F. Wilson.

Sworn to before me and signed in my presence, by Thomas F. Wilson, this 16th. day of January, A.D. 1909.

James McCampbell,
(Seal) Notary Public.

1855 Entry.

On January 26th. 1909 the following Entry was filed:-

Union Banking Co., Plaintiff.
Vs.
John E. Penhorwood, et. al, Defendants.

Court of Common Pleas,
Union County, Ohio.
January 26th. 1909.

This day came the Plaintiff, by its Attorney of record, and the Defendants, and each of them, being in default for answer and demurrer to the amended petition herein filed, the Court finds that the allegations of said petition are confessed by them, and each of them, to be true.

The Court further finds that the Plaintiff is a partnership, formed for the purpose of carrying on business in the State of Ohio, as alleged: and

The Court finds that there is due the Plaintiff from the defendants, John E. Penhorwood, Vesta Penhorwood and A. E. Penhorwood, as the makers and from the defendants, Samuel Melchinger and Herbert N. Melchinger, indorsers under their firm name, S. Melchinger & Son, on the promissory note set forth in said petition, with interest as stipulated, to the first day of this term of said Court, the sum of $755.85.

It is, therefore, considered, ordered and adjudged by the Court that the Plaintiff herein recover from the said defendants, John E. Penhorwood, Vesta Penhorwood and A. E. Penhorwood, makers as aforesaid, and Samuel Melchinger and Herbert N. Melchinger, indorsers as aforesaid, the said sum of $755.85, with its costs, in this behalf expended, taxed at $

Attest: Charles Parrott, Clerk
By Hunter McCrory, Deputy.

8781 Petition

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8781 Answer

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A. D. 1909.

Be it remembered that heretofore, towit, on the 21st. day of September 1908, the following Petition was filed with the Clerk of said Court, towit:

8781 Petition

Austin Goldsberry, Plaintiff,
Vs.
Patrick Smith, Defendant.

Court of Common Pleas
Union County, Ohio.
September 21st. 1908.

Plaintiff says that this cause comes into this court upon appeal from the Justice of the Peace Court of W. H. McClung of Union Township, Union County, Ohio.

That on the day of December, 1907, the defendant employed the plaintiff to haul and care for him 14 1/2 tons of hay at 50 cents per ton, that plaintiff thereafter hauled and carred said hay for said defendant, but the defendant has wholly neglected and failed to pay him therefor.

Second cause of action: Plaintiff says that on day of February, 1908, an account was stated between the plaintiff and the defendant, upon all matters and differences between them except the matter of the hauling of the hay above set forth, upon which account stated there was found to be due from the defendant to the plaintiff the sum of $32.00.

Third cause of action: Plaintiff says that on the day of February, 1908, the defendant agreed with the plaintiff that if the plaintiff would move off of defendants premises early in March, that he would pay the plaintiff therefor the sum of $15.00, that he did move off of said premises on the 2nd. day of March, 1908, but the defendant has wholly neglected and failed to pay said $15.00 or any part thereof to plaintiff.

Wherefore plaintiff prays that he may have a judgment against the defendant for the sum of $117.00 with interest and costs.

Cooper & Robinson
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

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

A. Goldsberry.

Sworn to before me and subscribed in my presence this 21st. day of September, 1908.

James E. Robinson
Notary Public.

(Seal)

8781 Answer

On October 16th. 1908, the following Answer was filed:-

Austin Goldsberry, Plaintiff.
Vs.
Patrick Smith.

Court of Common Pleas.
Union County, Ohio.
October 16th, 1908.

Now comes the defendant, Patrick Smith, and for his answer

to the first cause of action set forth in said petition, he says that he admits that on or about the day of December, 1907, plaintiff hauled 141 ½ tons of hay to the cars and loaded the same. This defendant denies each and every other allegation in said first cause of action contained.

This defendant avers that on or about the 10th. day of Dec., 1907, he and defendant were the owners of a crop of hay then on the farm of the defendant near Irwin, Ohio, which said farm was then leased by plaintiff; that on or about said 10th. day of December, 1907, it was agreed by and between plaintiff and defendant that said hay should be sold on said farm at public auction; and thereafter said crop of hay was so put up for sale at public auction and sold to the highest bidder. At said sale defendant was the highest bidder, and said hay was sold to him. By the aforesaid agreement, which was in writing, and a supplementary oral agreement thereto, both of which said agreements were made prior to said sale, it was agreed by and between plaintiff and defendant, that no matter who purchased said hay at said public auction, the said plaintiff was to haul the same for him to Irwin and place the same in the cars there free of charge to the purchaser thereof.

For an answer to said second cause of action herein, this defendant says that he admits that on the day of February, 1908, an account was stated between plaintiff and defendant; that upon said statement of an account, which was in writing, there was found to be due from the defendant to the plaintiff the sum of $32.34. This defendant denies each and every other allegation set forth in said second cause of action. This defendant admits that there is due from him to plaintiff on said account stated, the sum of $32.31, which he is ready and willing to pay. 8781 Entry.

This defendant for his answer to said third cause of action in plaintiff's petition says that he admits that on the day of February, 1908, he agreed with the plaintiff that if the plaintiff would move off of defendant's farm, which was then occupied by plaintiff, on or before the second day of March, 1908, he would pay the plaintiff therefor the sum of $15.00. This defendant denies each and every other allegation contained in said third cause of action. This defendant avers that said agreement to pay said plaintiff said sum of $15.00 if he would move off of defendant's farm was upon the express condition that said sum of $15.00 should be purely a donation and to be paid only upon the condition that plaintiff should leave said farm and the buildings thereon and the appurtenances thereto in good condition. 8781 Reply.

Plaintiff did not leave said farm and the buildings and appurtenances thereto in good condition. On the contrary, plaintiff broke some of the windows in the dwelling house on said farm. Plaintiff also broke a certain hanging lamp in the dining room of the dwelling house on said farm and cut up and destroyed lumber thereon. By reason of plaintiff's failure to leave said farm, said buildings and the appurtenances thereto in good condition, and

by reason of plaintiff having broken the windows in the dwelling house thereon and the lamps in said dining room in said dwelling house, and by reason of his having destroyed said lumber on said place, said agreement to donate plaintiff said sum of $15.00 for so moving from said premises on or before said second day of March, 1908, became void and of no effect, and this defendant discharged from any obligation connected therewith.

Therefore, this answering defendant prays that on the payment by him to the Clerk of this Court said sum of $32.31 heretofore herein confessed to be due from defendant to plaintiff, that he may go hence with his costs.

Mervine & Schumacher.
Attorneys for Defendant.

The State of Ohio, Union County, ss:

Patrick Smith, being first duly sworn, says that he is the defendant in the above action, and that the facts stated and allegations contained in the foregoing answer are true as he verily believes.

Patrick Smith.

Sworn to before me and subscribed in my presence this 16th day of Oct. 1908.

John A. Dennington.
(Seal) Notary Public, Union County, Ohio.

8781 Entry. On January 14th, 1909, the following Entry was filed:
Austin Goldsberry, Plaintiff
Vs.
Patrick Smith, Defendant.
Court of Common Pleas, Union County, Ohio, January 14th, 1909.

This day leave was given to plaintiff to file reply by January 16th.

8781 Reply. On January 16th, 1909, the following Reply was filed:
Austin Goldsberry, Plaintiff,
Vs.
Patrick Smith, Defendant,
Court of Common Pleas, Union County, Ohio, January 16th, 1909.

Plaintiff denies that he contracted with the defendant to haul the hay to Irwin and place same in the car for the purchaser at the auction sale free of charge.

And denies that the $15.00 agreed to be paid by the defendant to plaintiff if he would move off defendant's premises on or before March 2nd, 1908, was to be a donation and denies that there were any conditions attached to said agreement other than that plaintiff was to move off said premises on or before March 2nd, 1908.

And denies that he broke any windows, broke a hanging lamp or destroyed any lumber belonging to the defendant after said agreement to pay said $15.00 was made.

Hooper & Robinson
Attorneys for Plaintiff.

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

A. A. Goldsberry.

Sworn to before me and subscribed in my presence this 16th. day of January, 1909.

James E. Robinson,
(Seal) Notary Public.

8781 Entry

8781 Entry.

On January 18th. 1909 the following Entry was filed:-

Austin Goldsberry, Plaintiff.
vs.
Patrick Smith, Defendant.

Court of Common Pleas,
Union County, Ohio.
January 18th. 1909.

This day came the parties hereto, by their attorneys: also came the following named persons, as Jurors, to-wit: George Moder, Frank Dodge, John B. Hughes, Hamilton Fish, W. L. Hazen, George Inguire, W. H. Kimbrock, George Rittenhouse, Cody McAllister, J. D. Berry, L. M. Belleville, and Charles Lovless; 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 this case in part, said cause was continued until tomorrow morning at 9 o'clock.

8781 Entry.

On January 19th. 1909, the following Entry was filed:-

Austin Goldsberry, Plaintiff.
vs.
Patrick Smith, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 19th. 1909.

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

And now come the said Jury into open court with their verdict in writing, signed by their foreman and say: We, the Jury, being impaneled and sworn and affirmed find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendant at the sum of $109.24.

J. D. Berry,
Foreman.

8781 Motion for New Trial.

On January 20th. 1909, the following Motion was filed:-

Austin A. Goldsberry, Plaintiff.
vs.
Patrick Smith, Defendant.

Court of Common Pleas,
Union County, Ohio,
January 20th. 1909.

Now comes the defendant, Patrick Smith, and moves the Court to set aside the verdict of the jury rendered herein, and for a new trial, for the following reasons, to-wit:

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(1). The Court erred in refusing to admit in evidence plaintiff's Exhibit No. 4, being the check for $32.31 given in the settlement mentioned and set forth in plaintiff's second cause of action.

(2) For other errors occuring at the trial and apparent upon the face of the record.

Wearne & Schumacher,
Attorneys for Defendant.

8781
Entry

On February 3rd, 1909, the following Entry was filed:

Austin Goldsberry, Plaintiff.
Vs
Patrick Smith, Defendant.

Court of Common Pleas,
Union County, Ohio;
February 3rd, 1909.

The jury in this action having, on a former day of this term, rendered a verdict for the plaintiff, and assessed his damages at $109.24, and this cause now coming on for hearing upon the motion of the defendant to set aside the verdict, and for a new trial herein, the court, on consideration thereof, overrule the same.

It is therefore considered by the court that the said plaintiff, Austin Goldsberry, recover from the said defendant, Patrick Smith, the said sum of $109.24, as heretofore, by the verdict of the jury, found due him, with interest from the 4th day of January, 1909, together with his costs herein expended.

Attest: Charles Parrott, Clerk,
By Lester McCrory, 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 John M. Brodrick, Judge of the said Court at the January Term, A.D. 1909.

Be it remembered that heretofore, towit, on the 23rd. day of December, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8858. Petition.

Court of Common Pleas.
Union County, Ohio.
December 23rd. 1908.

Pearl D. Kimball, Plaintiff.
Vs.
Union W. Kimball, Gladys M. Kimball, Henry Harrison Mitter, Lucy A. Stanton, Ezra Ee. Mitter, Eunice B. Moore, Jesse U. Mitter, Dow Mitter, Effie D. Herman, Lula Lincoln, Elijah Mitter, Alvira Mitter, Anna Nicholas, May Mitter, and Henry Harrison Mitter and Ezra Ee. Mitter as executors of the estate of Elijah Mitter, deceased, Defendants.

Plaintiff says that on the 8th. day of February, 1886 Elijah Mitter died seized of the following real estate, to-wit: being a certain tract of land situate in the County of Union, State of Ohio and in the Township of Union and bounded and described as follows, Beginning at a stone in the east line of land devised to Elijah Mitter, Anna Mitter, and May Mitter and N. 27½° E. 57.64 poles from a stone in the Common Road another corner to said tract so devised as aforesaid; thence N. 61° W. 120 poles to a stone; thence N. 27½° E. 70 poles to a stone; thence S. 61° E. 93.60 poles to a stone; thence S. 27½° W. 15 poles to a stone; thence S. 62½° E. 26.40 poles to a stone; thence S. 27½° W. 55 poles to the place of beginning, containing fifty acres.

That on the 24th. day of February 1886, the last will and testament of said Elijah Mitter was duly probated in the Probate Court of Union County, Ohio.

That the following is a true and correct copy of the said will.

Will.

In the name of the Benevolent Father of all: I, Elijah Mitter, of the County of Union and State of Ohio, being of sound mind and memory and under no restraint do make and publish this my last will and testament, hereby revoking all former wills and codicils made by me.

First. It is my wish that all my just debts and funeral expenses be paid out of the proceeds of my personal estate.

Second. I will and bequeath to my son Ezra Ee. Mitter all of my household and kitchen furniture, including my library books and pictures of every description, also all my farming utensils of every description.

Third. I give and devise to my grandchildren Elijah Mitter, Anna Mitter and May Mitter, the following tract of land lying and being in the County of Union, State of Ohio, in the Township of Union and bounded and described as follows: beginning at a stone in the Woodstock and Milford Center Gravel Road and also in the

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center of the Conner Road, thence with the center of the Conner Road S. 61 deg. E. 289 poles to a stone, thence N. 61 deg. E. 120 poles to a stone, thence N. 27 1/2 deg. E. 70 poles to a stone, thence N. 7 deg. E. 32.80 poles to a stake in the Center of the Chicago, St. Louis and Pittsburg Railroad tracks; thence along the center of said railroad track S. 83 deg. W. 129.72 poles to the center of the Woodstock and Milford Center Gravel Road, thence with the center of said gravel road S. 53 1/4 deg. W. 39.60 poles, thence S. 57 deg. West 29 poles, thence S. 73 deg. W. 27 poles to the place of beginning, containing about 145 a. the said tract of land is given to the said Elijah Ritter, Anna Ritter and May Ritter and to their heirs and assigns forever, subject to the following provisions, that Almira Ritter, the mother of the said devisees and widow of the said Alfred A. Ritter is to have possession and control of said land for the purpose of supporting herself and the said devisees until May Ritter shall arrive at the age of eighteen years, after which time the said Almira Ritter shall have the use and control of one fourth of the above described premises for the use and support of herself during her natural life, but should the said Almira Ritter marry either before or after the said May Ritter becomes of age, then and in that case she shall cease to have control of said land or any part thereof and said land shall vest immediately in the said devisees.

Fourth. I give and devise to my grand son, Pearl Kimball, son of my daughter, Maria L. Kimball, the following tract of land, situated in the County of Union, State of Ohio and in the Township of Union and bounded and described as follows: Beginning at a stone in the east line of land devised to Elijah Ritter, Anna Ritter and May Ritter and N. 27 1/2 deg. E. 57.60 poles from a stone in the Conner road another corner to said tract so devised as aforesaid; thence N. 61 deg. W. 120 poles to a stone; thence N. 27 1/2 deg. E. 70 poles to a stone; thence S. 61 deg. E. 93.60 poles to a stone; thence S. 27 1/2 deg. W. 15 poles to a stone; thence S. 62 1/2 deg. E. 26.40 poles to a stone; thence S. 27 1/2 deg. W. 55 poles to the place of beginning, containing fifty acres, the said devise is made upon the following terms and conditions, that the said Pearl Kimball is to come into the use and possession of said land when he arrives at the age of twenty-one years and not before that time, and after he arrives at the age of twenty-one years he shall have the use and control of said land during his natural life and at his death the said land shall descend and vest in the heirs of his body if any he have, but should the said Pearl Kimball die without any heirs of his body, then and in that case the land shall descend and vest in my legal representatives.

Fifth. I give and devise to Elijah M. Ritter the following tract of land, situate in the County of Madison, State of Ohio, and Township Canaan and bounded and described as follows: Beginning at a stone in the county road northeast corner to a tract of land conveyed by Elijah Ritter to Henry Harrison Ritter Nov. 12, 1895, thence S. 8 deg. E. 122 poles and 12 links to a stone,

thence N. 72 deg. E. 3 3/5 poles to a stone, thence S. 8 deg. E. 71 4/5 poles to a stone, N. 72 deg. E. 71 4/5 poles to a stone; thence N. 8 deg. W. 240 poles and 19 links to a stone, thence N. 80 deg. 30' E. 49 poles to a stone, thence N. 7 deg. 30' W. 42 poles and 18 links to a stone in the County road; thence N. 79 deg. 45' 127 poles and 8 links to the place of beginning, containing 156 A. 3 rds, and 25 perches, subject to a right of way across the said tract of land beginning where the right of way across the land of Henry Harrison Witter ends and changing the corner so as to go between the house and barn on the above tract of land and continuing the corner to the county road, said right of way to be used by Henry Harrison, Lucy A. Lucas and Eunice B. Moore, their heirs and assigns, the above devise is made upon the following conditions, if the said Elijah M. Witter shall have heirs of his body at the time of his decease then the land shall descend to and vest in said heirs, but if the said Elijah M. Witter shall die without heirs of his body, then and in that case the land shall be sold and the proceeds of said sale be divided equally between Denison University of Granville, Ohio, the Baptist Church at Milford Center, Ohio, and the Baptist State Convention and it is that the proper officers of said Denison University, Baptist Church of Milford Center, Ohio, and Baptist State Convention place at interest the money so received by them, and that they use the interest for the benefit of said University, Baptist Church and State Convention respectively, but the principal is not to be used, but kept at interest.

Sixth. I give and devise to Albert B. Witter the following tract of land, situate in Union County, State of Ohio and in Union Township, beginning at a stone in my east line north of the Chicago, St. Louis and Pittsburg Railroad, said stone being corner to land owned by John Conner and also corner to land owned by said Albert B. Witter, thence N. 29 deg. W. 41.25 poles to a stone in the center of the Woodstock and Milford Center Gravel Road; thence in the center of said gravel road N. 62 1/2 deg. E. 9 1/2 poles, thence N. 51 deg. E. 16 1/2 poles to a stone in the center of said road, corner to land owned by Susan Witter; thence S. 14 deg. E. 36 poles to a stake; thence S. 30 3/4 deg. W. 17.44 poles to the beginning; containing 3 1/2 acres.

Seventh. I give and bequeath to Ezra E. Witter one thousand dollars.

Eighth. I give and bequeath to Henry Harrison Witter, one thousand dollars.

Ninth. I give and bequeath to my grandson, Elijah Witter, son of Alfred E. Witter, deceased, one thousand dollars, which I desire my executors to take charge of for my said grandson and use in educating him at Denison University, Granville, Ohio.

Tenth. All the rest and residue of my estate either real or personal, not disposed of by this will and that has not been heretofore disposed of by deed and that I may have on hand at the time of my death I will, devise and bequeath to Elijah M. Witter, Lucy A. Lucas and Eunice B. Moore, share and share alike.

Eleventh. I hereby nominate and appoint Henry Harrison Witter

and Ezra E. Witter, executors of this my last will and testament, and it is my wish that my executors at my decease take charge of the land devised to Pearl Kimball and rent and control the same until the said Pearl Kimball becomes 21 years of age, and that the proceeds of said land that is not used by putting said land in repair and fencing and paying taxes on the same be paid by them to said Pearl Kimball when he arrives at the age of twenty-one years.

In testimony whereof I have hereunto set my hand and seal this 13th. day of November, A. D. 1886.

Elijah Witter (Seal)

Signed and acknowledged by Elijah Witter as his last will and testament in our presence and signed by us in his presence.

Thomas B. Fulton

J. N. Tilton "

Said plaintiff further says that he is the Pearl Kimball mentioned in Items 4 and 11 of said will, that he is more than twenty one years of age and that he is the tenant for life of said real estate described in said Item 4 of said will, that the estate of remainder or reversion in said property is vested in the heirs of his body living at his decease and in default of such heirs of the body, said estate of reversion or remainder is vested in the personal representatives of Elijah Witter living at the death of the plaintiff.

That the defendant, Viron N. Kimball, aged eight years, and the defendant, Gladys M. Kimball, aged three years, are the issue and the only heirs of the body of the said plaintiff.

That on the 5th. day of June, A. D. 1907, said plaintiff was duly appointed Guardian of the said children by the Probate Court of Butler County in the State of Kansas, and that he is now the duly appointed and acting Guardian of said children.

That Henry Harrison Witter, Ezra E. Witter, Lucy A. Stanton, Eunice B. Moore, Jesse V. Witter, Don Witter, Effie Sherman, Lula Lincoln, Elijah Witter, Almira Witter, Anna Nicholes, May Witter are the only heirs at law of the said Elijah Witter, deceased.

That Henry Harrison Witter and Ezra E. Witter are the duly appointed and qualified executors of the estate of said Elijah Witter, deceased.

Plaintiff says that he now resides in Butler County in the State of Kansas and expects to continue to reside there, that he owns seventy-two acres of land adjoining and in front of the lands described herein and that he is about to sell said seventy-two acres, that the lands herein described are only valuable when used in conjunction with said seventy-two acres and that unless he is permitted to have said lands herein described sold along with the said seventy-two acre tract, that the said lands herein described will be very greatly depreciated in value by reason of their location behind said seventy-two acre tract and their ways of ingress and egress being cut off.

Plaintiff further says that he resides at so great a dis-

tance from said lands that he cannot look after them and handle them to the advantage of either himself or his remaindermen and reversionaries.

Plaintiff further says that a sale thereof would be for the benefit of the person holding the first and present estate, interest and use, to-wit, himself, and would do no substantial injury to the heirs in tail, or others in expectancy, succession, reversion or remainder, but on the contrary, such a sale would be for their benefit.

Wherefore plaintiff prays that the Court may direct a sale of said real estate, the manner thereof and may appoint a suitable person to make the same.

Cooper & Robinson,
Attorneys for Plaintiff.

State of Kansas, Butler County, ss.

Pearl D. Kimball, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true as he verily believes.

Pearl D. Kimball.

Sworn to before me and subscribed in my presence this 5th. day of December, 1908.

(Seal) B. R. Snyder, Notary Public.

8858 Precipe. On December 23rd, 1908, the following Precipe was filed:-

Pearl D. Kimball, Plaintiff.
Vs.
Union M. Kimball, Gladys M. Kimball, Henry Harrison Witter, Lucy A. Stanton, Ezra E. Witter, Eunice B. Moore, Josie V. Witter, Don Witter, Effie Sherman, Lula Lincoln, Elijah Witter, Alvira Witter, Anna Nicholas, May Witter and Henry Harrison Witter and Ezra E. Witter as executors of the estate of Elijah Witter, deceased, Defendants.

Court of Common Pleas,
Union County, Ohio,
December 23rd, 1908.

To the Clerk of said Court:-

You will issue a summons in this case for the said Lucy A. Stanton, Eunice B. Moore, Josie V. Witter, Lula Lincoln, directed to the Sheriff of the County of Union, and one for Don Witter, directed to the Sheriff of the County of Madison, and one for Elijah Witter directed to the Sheriff of Morrow County, and one for Effie Sherman directed to the Sheriff of the County of Montgomery, and make same returnable according to law. Endorse summons "Statutory Action to Sell Land."

Cooper & Robinson
Attorneys for Plaintiff.

8858 Summons. On December 23rd, 1908, the following Summons was issued:-

The State of Ohio, Union County.

To the Sheriff of Union County: You are hereby commanded to notify Lucy A. Stanton, Eunice B. Moore, Josie V. Witter and Lula Lincoln that they have been sued by Pearl D. Kimball in the Court of Common Pleas of Union County and must answer by the 23rd. day of January, A.D. 1909.

8858 Summons

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on the petition of the said plaintiff will be taken as true, and judgment rendered, accordingly.

You will make due return of this summons on the 4th. day of January, A.D. 1909.

Witness my hand and the seal of said Court, this 23rd. day of December, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ Dec. 24th A.D. 1908. at 9 o'clock, A.M., and on Dec. 30th I served same by personally handing to the within named Lucy A. Stanton, Eunice B. Moore, Jesse V. Witter and Lula Lincoln true and certified copies of this writ with all the endorsements thereon.

D. C. Bokenbaugh. Sheriff.

8858 Summons

On December 23rd. 1908, the following Summons was filed:-

The State of Ohio, Union County.

To the Sheriff of Madison County: You are hereby commanded to notify Doe Witter that he has been sued by Pearl D. Kimball, in the Court of Common Pleas of Union County and must answer by the 23rd. day of January, A.D. 1909, 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 January, A.D. 1909.

Witness my hand and the seal of said Court, this 23rd. day of December, A.D. 1908.

(Seal) Chas. Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Madison County, ss.

Received this writ December 24, A.D. 1908, at 3 o'clock, P.M., and served same by leaving at the usual place of residence of Doe Witter a true and certified copy of this writ with all endorsements thereon. January 2, A.D. 1909.

Claude Z. Hemmmel, Sheriff.

8858 Summons

On December 23rd, 1908, the following Summons was filed:-

The State of Ohio, Union County.

To the Sheriff of Morrow County:

You are hereby commanded to notify Elijah Witter that he has been sued by Pearl D. Kimball in the Court of Common Pleas of Union County and must answer by the 23rd. day of January, A.D. 1908, 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 January, A.D. 1909.

Witness my hand and the seal of said Court, this 23rd. day of December, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Monroe County, ss.

Received this writ Dec. 24th A.D. 1908 at 9 o'clock, A.M. and served same by personally handing to Elijah Witter, a true and duly certified copy of this writ with all the endorsements thereon. Executed December 25, 1908.

N. M. Frizzell, Sheriff & Monroe Co.

8858 Summons

On December 23rd, 1908, the following Summons was issued:-

The State of Ohio, Union County,

To the Sheriff of Montgomery County:

You are hereby commanded to notify Effie Sherman that she has been sued by Pearl D. Kimball in the Court of Common Pleas of Union County and must answer by the 23rd. day of January A.D. 1909, 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 January A.D. 1908.

Witness my hand and the seal of said Court, this 23 day of December, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Montgomery County, ss,

Received this writ December 24th A.D. 1908 at 8 o'clock A. M., and served same December 26, 1908 by handing a true copy thereof with the endorsements thereon to within named defendant, Effie Sherman.

John L. Boos, Sheriff

By Jorge Spreitzman Deputy

8858 Proof of Publication

On January 27th. 1909, the following Proof of Publication was filed:-

Pearl D. Kimball, Plaintiff,

Vs.

Viron W. Kimball, et al, Defendants.

Court of Common Pleas,
Union County, Ohio,
January 27th 1909.

Henry Harrison Witter and Anna Nichols, whose places of residence are unknown, but who are supposed to reside in the State of California, Almira Witter and May Witter, who reside at Chico, California, and Ezra E. Witter, who resides at Zion City, Illinois, Byron W. Kimball, and Gladys M. Kimball, who reside in County of Butler, State of Kansas, will take notice that on the 23rd. day of December, 1908, Pearl D. Kimball, filed his petition in the Court of Common Pleas of Union County, Ohio, against them and others praying said Court to direct a sale of the following described real estate, situated in the County of Union, State of Ohio, and Township of Union, beginning at a stone in the east line of land deeded to Elijah Witter, Anna Witter and May Witter and North 27½° East 57.60 poles from a stone in the Conner Road, another corner to said tract so deeded as aforesaid; thence North 6½° West 120 poles to a stone; thence North 27½° East 70 poles to a stone; thence South 6½° East 93.60 poles to a stone; thence South 27½° West 15 poles to a stone; thence South 62½° East 26.40 poles to a stone; thence South 27½° West 55 poles to the place of beginning, containing 50 acres of land.

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That said petition will be for hearing on the 6th. day of February, 1909, and that unless they answer by said date, the allegations of said petition will be taken as true.

Pearl D. Kimball,
By Cooper & Robinson, his attorneys.

The State of Ohio, Union County, ss.

Personally appeared before me N. C. 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 Dec. 23, 1909, in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

N. C. Shearer.

Sworn to before me and signed in my presence this 27 day of January, A. D. 1909.

(Seal) Chas. Parrott, Clerk.

8858 Entry

On February 6th. 1909 the following Entry was filed:

Pearl D. Kimball, Plaintiff.
vs.
Viron W. Kimball, et al, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 6th. 1909.

It appearing to the Court that the defendants Viron W. Kimball and Gladys M. Kimball, are minors, under the age of fourteen years, and have been duly and legally served with process herein, and that their legal guardian has an interest in this action adverse to that of these defendants, on motion of the plaintiff John L. Laughrey, is hereby appointed guardian for the suit, for said minor defendants.

And now comes the said John L. Laughrey and in open Court accepts said appointment.

8858 Answer

On February 6th, 1909, the following Answer was filed:

Pearl D. Kimball, Plaintiff,
vs.
Viron W. Kimball, et al. Defendants.

Court of Common Pleas,
Union County, Ohio.
February 6th, 1909.

Viron W. Kimball and Gladys M. Kimball, defendants, by John L. Laughrey, their guardian ad litem, for answer to the petition of the plaintiff, deny all the allegations contained therein, and say that they are of tender years, and ask the court to protect their rights and to grant them such relief as is proper.

John L. Laughrey,
Guardian ad litem for Viron W. Kimball,
and Gladys M. Kimball

The State of Ohio, Union County, ss.

John L. Laughrey, being first duly sworn, says that the facts stated and the allegations made in the foregoing answer are true, as he verily believes.

John L. Laughrey.

Sworn to before me and subscribed in my presence this 6th. day of February, 1909.

(Seal) James E. Robinson, Notary Public.

8858 Entry.

On February 6th, 1909. the following Entry was filed:-

Court of Common Pleas
Union County, Ohio.
February 6th, 1909.

Pearl D. Kimball, Plaintiff
Vs.
Orion W. Kimball, Gladys M. Kimball
Henry Harrison Witter, Lucy A. Stanton, Ezra Ee. Witter, Eunice B. Moore, Jesse V. Witter, Dow Witter, Effie Shoeman, Lula Lincoln, Elijah Witter, Almira Witter, Anna Nichols, Mary Witter, and Henry Harrison Witter and Ezra Ee. Witter, as executor of the estate of Elijah Witter, deceased, Defendants.

Now comes the plaintiff, by his attorneys, and the defendants, being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true.

The Court further find that the plaintiffs has an interest as tenant for life in the real estate described in the petition, under the will of Elijah Witter, deceased, and that the defendants are the heirs in tail to said real estate, as in the petition set forth.

And it being made to appear to the Court by the evidence adduced that a sale of said real estate as asked in the petition herein would be for the benefit of said plaintiff, and would do no substantial injury to the defendants, the heirs in tail, nor to any other of said defendants; it is ordered and decreed that said real estate be sold, freed from all entailment, limitation or condition, in the manner as by law provided in case of sales upon executions by Thomas Connor, who is hereby appointed to make such sale, with all the power possessed by sheriffs in such cases, upon his giving an undertaking in the sum of $2000.00. to the approval of the court; and that an order issue therefor to said Thomas Connor, directing him to appraise, advertise and sell said premises as upon execution and bring the proceeds into court for further order; and Elias Leathaway, W. Ee. Lincoln and Arthur Webb are hereby appointed by the court as three disinterested freeholders to appraise said real estate described in said petition.

Provided, however, that at any time before sale at public auction the said premises may be sold at private sale on terms of all cash at time of sale, at a sum not less than the appraised value thereof. And in that case a return of such sale, with the proceeds thereof, shall be made to this court for further order.

8858 Order of Sale.

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8858 Bond.

On February 6th, 1909 the following Bond was filed;-

Trustee's Bond.

Know All Men by these Presents:

That we, Thomas Connor as Principal and The Bankers Surety Company, as Surety, all of the County of Union and State of Ohio are held and firmly bound unto The State of Ohio, for the use of the Heirs and Devisee of Pearl Kimball, under the Will of Elijah Witter, Deceased, in the sum of Seven Thousand Dollars, to be paid to said Heirs and Devisee, for which payment, well and truly to be made, We, and each of us, bind ourselves, jointly and severally, and our respective heirs, executors and administrators, firmly by these presents.

Signed and dated the 6th. day of February, A.D. 1909.

The Condition of the above Obligation is such, that whereas, by an order of the Court of Common Pleas of Union County, Ohio, made on the 6th. day of February, 1909, in a cause therein pending wherein Pearl Kimball is Plaintiffs, and Vivian W. Kimball et ala. are Defendants, it was, among other things, ordered that the above bounden Thomas Connor be appointed Trustee of all the property, equitable interests, things in action, and said Lands and Premises; and that he be vested with all the rights and powers of a Trustee in Chancery, upon his filing a bond for the faithful performance of his duties in the penal sum of Seven Thousand Dollars, and the approval thereof by said Court.

Now, Therefore, If the said Thomas Connor shall well and truly account for what shall come to his hands or control as such Trustee, and pay and apply the same from time to time, as he may be directed by said Court, and obey such orders as said Court may make in relation to said trust, and in all respects faithfully discharge the duties of said trust, then this obligation to be void, otherwise to be in full force and effect.

Thomas Connor.
The Bankers Surety Co.
John L. Loughrey
Attorney in Fact.

(Seal)

Approved February 6, 1909. John M. Brodrick. Judge.

8858 Order of Sale.

On February 6th. 1909, the following Order of Sale was issued:-

Order of Sale.

The State of Ohio, Union County, ss. To Thomas Connor, Trustee,-Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 6th. day of February, 1909,

And, Whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Thomas Connor, Trustee, proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiffs petition, etc.

We, therefore, command you, that you proceed, without delay, to appraise, advertise and sell, according to the statute regulating Judgments and Executions at law. (Provided, however, that at any time before sale at public auction, the said premises may be sold at private sale on terms of all cash at time of sale, at a sum not less than the appraised value thereof. And in that case a return of such sale, with the proceeds thereof, shall be made to this Court for further order.)

The following lands and tenements, situate in the County of Union, State of Ohio and in the Township of Union, and bounded and described as follows: Beginning at a stone in the East line of land deeded to Elijah Mitter, Anna Mitter and May Mitter, and N. 27½° E. 57.60 poles from a stone in the Common Road another corner to said tract, so deeded as aforesaid; Thence N. 61° W. 120 poles to a stone; thence N. 27½° E. 70 poles to a stone; Thence S. 61° E. 93.60 poles to a stone; thence S. 27½° W. 15 poles to a stone; thence S. 62½° E. 26.40 poles to a stone; thence S. 27½° W. 55 poles to the place of beginning, containing 50 acres.

And Elias Hathaway, C. E. Lincoln, and Arthur Webb are hereby appointed by the Court as three disinterested freeholders to appraise said real estate, described herein.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 6th day of February, A. D. 1909.

(Seal) Chas. Parrott, Clerk.

Trustee's Return.

8858 Bond.

The State of Ohio, Union County, ss. In obedience to the command of the Order of Sale hereto annexed, I did, on the Eighth day of February, 1909, summon Elias Hathaway, C. E. Lincoln, A. R. Webb, 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 Eighth day of February, A. D. 1909, 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 Nine Hundred and Sixteen 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. I did, on said 8 day of February A.D. 1909, proceed to offer said lands and tenements at private sale, and then and there came Harry Allen, who bid for the same the sum of Twenty nine hundred & sixteen Dollars, and said sum being the appraised value thereof, and said Harry Allen being the highest and best bidder therefor, and said sum being the highest price I could obtain for same, I then and there sold said lands and tenements to him for said sum of Twenty nine hundred and sixteen Dollars.

Thos. Connor, Trustee.

8858 Entry.

On February 13th, 1909, the following Entry was filed:-

Pearl D. Kimball, Plaintiff.
vs.
Vivon N. Kimball, et al, Defendants.

Court of Common Pleas,
Union County, Ohio
February 13th, 1909.

This cause came on to be heard upon the return of Thomas Connor, heretofore appointed to make the sale of premises in this case ordered to be sold, with his report of his proceedings and sale under said writ. And the Court having carefully examined the said proceedings, being satisfied that the said sale has, in all respects been fairly and legally made and in conformity to the orders of this court, and that the price obtained is the reasonable value of the estate sold, do therefore approve and confirm the same, and order that the

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It is further ordered by the court that the proceeds of such sale, after payment of the costs of this proceedings, taxed at # . to-wit, the sum of # . be invested in the certificates of the funded debt of this state or of the United States, or in bonds secured by mortgage on unincumbered real estate, situated in some county of this state, of double the value of the money secured thereby, exclusive of buildings and other improvements, and of timber, mines and minerals or in such other securities as is provided for in Sections 5809 and 5809 of the Revised Statutes of Ohio; and for the purpose of making such investment and managing the same, the court hereby appoints Thomas Connor and Elias Hathaway trustees, who before entering upon their duties as such, shall each give an undertaking to the approval of the Court for the faithful performance thereof in the sum of #7000.00.

8858 Bond.

On February 13th. 1909. the following Bond was filed:-

Trustee's Bond.

Know all Men by these Presents:

That We, Thomas Connor and Elias Hathaway as Principals, and The Bankers Surety Company as Surety, all of the County of Union and State of Ohio are held and firmly bound unto The State of Ohio, for the use of the Heirs and Devisees of Pearl Kimball, under the Will of Elijah Witter, Deceased, in the sum of Seven Thousand Dollars, to be paid to said Heirs and Devisees for which payment, well and truly to be made, we, and each of us, bind ourselves, jointly and severally, and our respective heirs, executors and administrators, firmly by these presents.

Signed and dated the 13th. day of February, A.D. 1909.

The Condition of the above obligation is such, that whereas, by an order of the Court of Common Pleas of Union County, Ohio, made on the 13th. day of February 1909, in a cause therein pending, wherein Pearl Kimball is Plaintiff, and Vivian M. Kimball, et al are Defendants, it was, among other things, ordered that the above bounden Thomas Connor and Elias Hathaway be appointed Trustees of all the property, equitable interests, things in action and effects of the Defendants; and that they be vested with all the rights and powers of Trustees in Chancery, upon their filing a bond for the faithful performance of their duties in the penal sum of Seven Thousand Dollars, and the approval thereof by said Court.

Now, Therefore, if the said Thomas Connor and Elias Hathaway shall well and truly account for what shall come to their hands or control as such Trustees, and pay and apply the same from time to time, as he may be directed by said Court, and obey such orders as said Court may make in relation to said trust, and in all respects faithfully discharge the duties of said trust, then this obligation to be void, otherwise to be in full force and effect.

Thos. Connor
Elias Hathaway
The Bankers Surety Co.
John L. Loughrey,
Attorney in Fact.

(Seal)

8858
Entry.

On February 13th. 1909. the following Entry was filed:-

Court of Common Pleas.
Union County, Ohio.
February 13th. 1909.

Pearl D Kimball, Plaintiff.
Vs.
Vivon M. Kimball, Defendants.

And now comes Thomas Connor and Elias Hathaway, heretofore appointed trustees in this case, and present their undertaking in the sum of $7000.00 with The Bankers Surety Company as Sureties on the bond; which said bond is hereby accepted by the court.

And it is ordered that Thomas Connor, by whom the sale in this case was made, turn over to these trustees all money, notes and securities in his possession arising from said sale.

Attest: Charles Parrott, Clerk.
By Hester McElroy, Deputy.

8825
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. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembered that heretofore, towit, on the 17th. day of October, 1908, the following Petition was filed with the Clerk of said Court, towit:-

8825
Petition.

George D. Mitchell, Plaintiff.
Vs.
Susan I. Goff, Selwyn D. Mitchell, Charles Mitchell, Clarence Mitchell, Florence Colwell, Metta Fenning, Lena Reynold, Kate Krieg, Margaret Krieg, William Krieg, Jasper A. Krieg, Ina Gill, Emily McDowell, Clyde Bidwell, Clifford Bidwell, Hattie Parish, Nellie Hunter, Minnie Lewis, Leon Mitchell, Inno Kramer, Defendants.

Court of Common Pleas,
Union County, Ohio,
October 17th. 1908.

George D. Mitchell, the said plaintiff, by way of petition for partition, respectfully represents to the court and says that, on or about the 1st. day of Sept. 1908, one Isabel Mitchell, commonly called Belle Mitchell of Marysville, Union County, Ohio, died intestate, unmarried and without issue, seized of an estate in fee simple in certain lands and tenements situate in the said Village of Marysville, County of Union, State of Ohio, bounded and described as follows, to-wit:-

1st. Tract. Being the west third part of Lot No. One Hundred and twenty one (121) and one hundred and twenty eight (128) fronting forty four (44) feet on Sixth Street, by 165 feet deep; for a more particular description of said lots 121 and 128, reference is hereby had to the plat of said Village of Marysville, in the office of Recorder of Union County, Ohio; it being the same premises conveyed to Isabel Mitchell May 29th. 1888, See Vol. 50, pages 464-465 & 466.

2nd. Tract:- Situate in the township of Paris, County of Union, State of Ohio, part of Survey # 3351 and being Lot No. Eleven (11) of a subdivision of the Moore Bros lands, as shown and designated on the recorded plat of said sub-division in the records of the Probate Court of Union County, Ohio: Beginning at a stone and brick in the center of the Waldo road (now Cherry Street) and northwest corner to Lot No. 10 (of said sub-division), thence with the center of said road (street) north 1 1/2° East 20 poles to a stone and brick; Thence South 88 1/2° East 40 8/10 poles to a stone and brick in the west line of Lot No. 9, (of said subdivision) thence with said line south 1 1/2° West 20 poles to a stone and brick northeast corner to said lot No. 10; thence with the north line of said lot north 88 1/2° West 40 8/10 poles to the beginning; containing five (5) acres and 16 poles, but excepting therefrom a strip of land 66 feet in width being a strip 33 feet wide on each side of the center line of the T. & O. C. Railway, as now located through said lot, leaving about 4 57/100 acres of land.

That said two tracts of land above described descended to the following persons, the brothers, sisters, nephews, nieces, grand nephews and grand-nieces of said Isabel Mitchell, commonly called Belle Mitchell, now deceased, and is owned by them in the following proportions as co-parceners or tenants in common, to-wit:- your petitioner

er, George D. Mitchell, a brother of the said Isabel Mitchell, deceased, an undivided equal 1/5 part of said premises in fee, and to the said Susan I. Goff, a sister, who resides in said County of Union, an equal undivided 1/5 part of said premises in fee, and to Selwyn D. Mitchell, a nephew, who resides at Bondville, Illinois; Charles Mitchell, a nephew, who resides at Whiteheath, Illinois; Clarence Mitchell, a nephew whose residence is unknown; Florence Colwell, a niece, who resides at Chrisman, Illinois; Metta Eming, a niece who resides at El Reno, Okla. & Lena Reynold, a niece who resides at 911 East Marietta Street, Decatur, Illinois, children and heirs of Ross Mitchell, deceased, a brother of said Isabel Mitchell, each the one equal undivided 1/30 part in fee; and to the said Kate King, a niece who resides in New York City, Margaret King, a niece who resides in New York City; William King, a nephew who resides in New York City and Jasper A. King, a nephew whose residence is unknown, only children and heirs of Mary King, deceased, who was a sister of said Isabel Mitchell, each the one equal undivided 1/20 part in fee; and to said Ina Gill, a niece who resides at 990 Bryden Road, Columbus, Ohio, Emily McDowell, a niece who resides at Garrett, Kansas, Lou Mitchell, a nephew who resides at Iola, Kansas; Lou Krauer, a niece who resides at Iola, Kansas, who together with Eliz. Bidwell were the only heirs and children of John W. Mitchell, deceased, a brothers of said Isabel Mitchell, each the one equal undivided 1/20 part in fee; and to the said Clyde Bidwell, a grand nephew, who resides at Kincaid, Kansas, Clifford Bidwell, a grand-nephew, who resides at Kincaid, Kansas, Kattie Parish, a grand-niece who resides at Kincaid, Kansas, Nellie Hunter, a grand niece who resides at Long Elm, Kansas, and Minnie Lewis, a grand niece who resides at Blue Mound, Kansas, only heirs and children of Eliz. Bidwell, a niece of said Isabel Mitchell, deceased, and a daughter of John Mitchell, deceased, each the one equal undivided 1/100 part in fee.

Your petitioner further represents that there is no unpaid indebtedness against the estate of said Isabel Mitchell, commonly called Belle Mitchell, deceased, that there is also in addition to said real estate a considerable amount of personal property of the estate of said Isabel Mitchell, commonly called Belle Mitchell, deceased, in the hands of the administrators of the estate which is being administered in Probate Court of Union County, Ohio; that your petitioner is one of the administrators of said estate; that no other persons nor persons other than the parties to this suit have any claim, lien or interest in said real estate.

Your petitioner further represents that it is manifest to the court that a partition of said real estate cannot be made without injury and that the equities of all parties may be but preserved by the sale of said premises and a division of the proceeds in proportion to the rights of each heir as above set forth.

Your petitioner therefore prays that the said Susan I Goff, Selwyn D. Mitchell, Charles Mitchell, Clarence Mitchell, Florence Colwell, Metta Eming, Lena Arnold, Kate King, Margaret King, William King,

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Jasper R. Krig, Ina Gill, Emily McDowell, Clyde Bidwell, Clifford Bidwell, Kattie Parish, Nellie Lawter, Minnie Lewis, Leon Mitchell, Lena Krause may be made parties defendant herein and that partition of said premises may be made or that 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.

Geo. D. Mitchell, Plaintiff
By J. H. Kilkade, Atty.

State of Ohio, Union County, ss.

Personally appeared George D. Mitchell, who being duly sworn, says that he is the plaintiff and that the facts stated and allegations set forth in his foregoing petition are true.

Geo. D. Mitchell,

Sworn to before me by George D. Mitchell and by him subscribed in my presence this 16 day of October, 1908.

John H. Kilkade
(Seal) Notary Public, Union Co. O.

$825 Affidavit for Publication.

On October 23rd. 1908, the following Affidavit for Publication was filed:

George D. Mitchell, Plaintiff
Vs.
Susan I. Goff, et. als. Defendants.

Court of Common Pleas,
Union County, Ohio.
October 23rd. 1908.

George D. Mitchell, the above named plaintiff makes solemn oath that service of summons cannot be made upon the following defendants, within this state of Ohio: That Selwyn D. Mitchell has his residence is in the State of Illinois, and his post-office address is Bondville; Charles Mitchell, that his residence is in the State of Illinois, and his Post-office address is Whiteheath; Florence Colwell, that her residence is in the State of Illinois, and her Post-office address is Chiton; Metta Ewing, that her residence is in the State of Oklahoma, and her post-office address is El Reno; Lena Reynold, that her residence is in the State of Illinois, and her post-office address is 911 Marietta Street, Decatur; Kate King Margaret King and William King, that their residence is in the State of New York, and their post-office address is New York City; Emily McDowell, that her residence is in the State of Kansas, and her post-office address is Garrett; Clyde Bidwell, Clifford Bidwell and Kattie Parish, that their residence is in the State of Kansas, and their post-office address is Kincaid; Nellie Lawter, that her residence is in the State of Kansas, and her Post-office address is Lone Elm; Minnie Lewis, that her residence is in the State of Kansas, and her Post-office address is Blue Mound; Leon Mitchell and Lena Krause, that their residence is in the State of Kansas, and their Post-office address is Iola; Clarence Mitchell and Jasper R. King, whose place of residence cannot, by reasonable diligence be ascertained and is unknown; that this action comes under the provisions of Section #5040 Revised Statutes of Ohio, providing for service by publication. And further affiant saith not.

October 23, 1908.
Sworn to and subscribed before me, by said George D. Mitchell, this 23 day of October, 1908.

Geo. D. Mitchell.

Exeter McCrory,
Deputy Clerk.

(Seal)

1825 Waiver

On October 28th, 1908, the following waiver was filed:-

George D. Mitchell, Plaintiff.
Vs.
Susan J. Goff, et als. Defendants.

Court of Common Pleas,
Union County, Ohio.
October 28th, 1908.

We, the undersigned defendants hereby waive the issuing and service of summons herein and hereby enter our appearance in the above case.

October 24, 1908.

Susan J. Goff
Frances J. Gill.

8825 Proof of Publication.

On December 3rd, 1908, the following Proof of Publication was filed:-

George D. Mitchell Plaintiff
vs.
Susan J. Goff, et als, Defendants.

Court of Common Pleas,
Union County, Ohio.
December 3rd, 1908.

The defendants, George D. Mitchell, who resides at Pondville, Illinois; Charles Mitchell, who resides at Whitheath, Illinois; Clarence Colwell, who resides at Clinton, Illinois; Metta Ering, who resides at El Reno, Oklahoma; Lena Reynold, who resides at Decatur, Illinois; Kate King, Margaret King and William King, who reside in New York City; Jasper A. King, who resides at Caribou City, Kansas; Emily McDowell, who resides at Garrett, Kansas; Clyde Bidwell, Clifford Bidwell and Hattie Parish, who reside at Wilcaid, Kansas; Nellie Hunter, who resides at Lone Elm, Kansas; Minnie Lewis, who resides at Blue Mound, Kansas; Leon Mitchell, who resides at Iola, Kansas; Inno Krauer, who resides at Iola, Kansas; Clarence Mitchell, whose place of residence is unknown; heirs-at-law of Isabel Mitchell, commonly called Belle Mitchell, deceased, will take notice that on the 17th day of October, 1908, George D. Mitchell, the plaintiff in said Court, filed against them a petition for partition of the following described real estate, of which the said Isabel Mitchell died seized: 1st Tract Being the west third part of inlots, numbers 121 and 128 fronting 44 feet on Sixth street by 165 feet deep. for a more particular description of said lots No. 121 and No. 128, reference is hereby had to the plat of said Village of Marysville in the office of the Recorder of Union County, Ohio; it being the same premises conveyed to Isabel Mitchell, May 24th, 1888. of Vol. 50. Pages 464, 465 and 466.

2nd. Tract. Situate in the Township of Paris, County of Union and State of Ohio; part of Survey No. 3351 and being lot number eleven (No. 11) of a subdivision of the Moore Coe lands, as shown and designated on the recorded plat of said sub-division in the records of the Probate Court of Union County, Ohio. Beginning at a stone and hicks in the centre of the Waldo Road (now Cherry Street) and north west corner to lot No. 10 of said sub-division) thence with the centre of said road (Street) North 1½° East 20 poles to a stone and hicks; thence South 88½° East 40 5/10

8825 Entry

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The prayer of said petition is that the parties above named may be made defendants herein and that partition of said premises may be made, or that 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.

Said persons first above mentioned are required to answer the petition on or before the 26th. day of December, 1908, or partition, a decree and order of sale will be taken, as prayed for in the petition.

George D. Mitchell, Plaintiff.

The State of Ohio. Union County, ss.

Personally appeared before me M. C. 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 Oct. 28, 1908 in the Marysville Tribune, a newspaper of general circulation in the county aforesaid.

M. C. Shearer.

Sworn to before me and signed in my presence this 3d. day of December, A. D. 1908.

(Seal) Chas. Parrott, Clerk.

8825 Entry

On January 4th. 1909. the following Entry was filed:-

George D. Mitchell, Plaintiff. vs. Susan J. Goff, Selwyn D. Mitchell, Charles Mitchell, Clarence Mitchell, Florence Colwell, Metta Ewing, Ira Reynold, Kate King, Margaret King, William King, Jasper A. King, Ina Gill, Emily McDowell, Clyde Bidwell, Clifford Bidwell, Hattie Parish, Nellie Lauther, Minnie Lewis, Leon Mitchell, Imo Krauser. Defendants.

Court of Common Pleas. Union County, Ohio January 4th. 1909.

This cause came on to be heard upon the petition and the pleadings and record in the cause, and was argued by counsel; on consideration whereof, and it appearing to the satisfaction of the court that all and every of said defendants have been duly notified of the bringing, pendency and demand of said action against them, as required by law, and that said plaintiff hath a legal right and estate in the premises described in the petition and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in said petition, it is ordered by the court, on motion of J. B. Kinkade, attorney for said plaintiff, that, by the oaths of George E. Whitney, Will T. Morey and Alvie Graham, judicious, disinterested freeholders of the vicinity, upon actual view of the premises, partition be made of said lands, in the following proportions, to wit: to the said George D. Mitchell, the plaintiff, one equal 1/5 part thereof; and to said Susan J. Goff, one equal 1/5 part thereof; and to said

Selwyn D. Mitchell, Charles Mitchell, Clarence Mitchell, Florence Colwell, Metta E. King and Ina Reynold, each the 1/30 part thereof; and to said Kate, King, Margaret King, William King, Jasper King, Ina Gill and Emily McDowell, each the 1/20 part thereof, and to said Leon Mitchell, Ino Kramer each the 1/10 part thereof; and to said Clyde Bidwell, Clifford Bidwell, Hattie Parish, Nellie Hunter and Minnie Lewis, each the 1/100 part thereof, if the same can be done without manifest injury to the value thereof, and if not that said premises be appraised at the true value thereof in money. And it is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause said partition to be made accordingly.

8825 Precipe

On January 16th, 1909 the following Precipe was filed:-

Geo. D. Mitchell, Plaintiff.
vs.
Susan J. Goff, et. als. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 16th, 1909.

To the Clerk: Issue Order of Partition in the above entitled case, returnable according to law.

J. H. Kinkade,
Attorney for Plaintiff.

Marysville, O. Jany. 16, 1908.

8825 Writ of Partition.

On January 18th 1909 the following Writ of Partition was filed:-

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 Jan. Term, A. D. 1909, in a certain cause No. 8825, now pending in said Court, wherein George D. Mitchell is plaintiff, and Susan J. Goff, et. al. are defendants, you are commanded that without delay by the oaths of George E. Whitney, J. B. Galloway and Alvi 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 partition to be made of the following described premises, to-wit: Situate in the Village of Marysville, County of Union, State of Ohio, bounded and described as follows, to-wit:

1st. Tract. Being the west third part of In Lots Nos. One Hundred and twenty-one (121) and one hundred and twenty eight (128) fronting forty-four (44) feet on Sixth Street, by 165 feet deep; for a more particular description of said lots 121 and 128, reference is hereby had to the plat of said Village of Marysville, in the office of Recorder of Union County, Ohio, it being the same premises conveyed to Isabel Mitchell May 29th, 1888, See Vol. 50, pages 464, 465 and 466.

2nd. Tract. Situate in the Township of Paris, County of Union, State of Ohio, part of Survey #3351 and being lot No Eleven (11) of a sub-division of the Moore Bx lands, as shown and designated on the recorded plat of said sub-division in the records of the Probate Court of Union County, Ohio: Beginning at a stone and brick in the center of the Waldo road (now Cherry Street) and north west corner to Lot No.

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10 of said subdivision), thence with the center of said road (street) north 1½° East 20 poles to a stone and brick; thence South 88½° East 40 8/10 poles to a stone and brick in the west line of Lot No. 9 (of said sub-division) thence with said line south 1½° West 20 poles to a stone and brick northeast corner to said Lot No. 10; thence with the north line of said lot North 88½° West 40 8/10 poles to the beginning; containing five (5) acres and 16 poles, but excepting therefrom a strip of land 66 feet in width being a strip 33 feet wide on each side of the center line of the T. & O. C. Railway, as now located through said lot, leaving about 4 57/100 acres of land.

Among persons named herein, and in the following proportions, to-wit:
To George D. Mitchell, one fifth part.
To Susan J. Goff, one-fifth part.
To Edwyn D. Mitchell one-thirtieth part.
To Charles Mitchell one-thirtieth part.
To Clarence Mitchell one-thirtieth part.
To Florence Colwell one-thirtieth part
To Metta Eming one-thirtieth part.
To Lena Reynolds one-thirtieth part.
To Kate King one-twentieth part.
To Margaret King one-twentieth part.
To William King one-twentieth part.
To Jasper King one-twentieth part.
To Ina Gill one-twentieth part.
To Emily McDowell one-twentieth part.
To Leon Mitchell one-fortieth part
To Imo Krause one-fortieth part.
To Clyde Bidwell one-one hundredth part
To Clifford Bidwell one-one hundredth part.
To Hattie Parish one-one hundredth part.
To Nellie Hunter one-one hundredth part.
To Minnie Lewis one-one hundredth 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 18th day of January, 1909.

Charles Parrott, Clerk
By Hester McBroom, Deputy.

(Seal)

Sheriff's Return.

As commanded by the foregoing Writ, I have executed the same by the oaths of George C. Whitney, J. B. Galloway and Alvi Graham, 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 19th day of January, 1909.
Cad Price, Sheriff.

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 first described tract at $1300.00
and the Second described tract at $ 900.00

Given under our hands this 19th day of January, 1909.
Geo. E. Whitney
J.B Galloway Commissioners.
Alvi Graham.

8825 Entry.

On January 25th. 1909 the following Entry was filed:-

George D. Mitchell, Plaintiff,
Vs.
Susan I. Goff, et. als. Defendants,

Court of Common Pleas,
Union County, Ohio,
January 25th. 1909.

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, first described tract, Being the West third part of Lots 121 and 125, being 44 feet front on Sixth street, at $1300.00, and the second described tract being Lot No. 11 of the sub-division of the Moses Cole land on Waldo Road now Cherry Street at $900.00, the Court find said return and proceedings in all respects correct and in conformity to law and to therefore approve and confirm the same. And it appearing to the Court that the said George D. Mitchell and the said Susan I. Goff jointly have elected to take the said first described tract at the appraised value thereof $1300.00, terms of payment to be cash, and it appearing to the Court that none of the parties to this suit have elected to take the said second described tract appraised at $900.00, it is therefore ordered that the said second described tract be sold at public auction at the North Door of the Court House at Marysville, Ohio, for cash, and that an order issue therefor to the Sheriff of Union County, Ohio, and the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay, and the said Sheriff is further ordered to make and execute a conveyance for said first described tract of land unto the said George D. Mitchell and Susan I. Goff, upon satisfactory adjustment of the purchase money therefore, said $1300.00 according to law;

8825 Order of Sale.

On January 25th. 1909 the following Order of Sale was issued:

Order of Sale in Partition.

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

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Pursuant to an order of our said Court of Common Pleas, within and for said County, at the January Term, A. D. 1909, in a certain cause No. 8825, for Partition, now pending in said Court, wherein George D. Mitchell, Petitioner, and Susan D. Goff, Delwyn D. Mitchell, Charles Mitchell, Clarence Mitchell, Florence Colwell, Metta Ewing, Lena Reynold, Kate King, Margaret King, William King, Jasper R. King, Ina Gill, Emily McDowell, Clyde Bidwell, Clifford Bidwell, Hattie Parish, Nellie Hunter, Minnie Lewis, Leon Mitchell and Imo Kramer, 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 Township of Paris, County of Union and State of Ohio, to-wit:

Part of Survey 3351, and being Lot No. 11, of a sub-division of the Moore Cole land as shown and designated on the recorded plat of sub-division in the records of the Probate Court of Union County, Ohio: Beginning at a stone and brick in the center of the Waldo Road, (now Cherry Street) and North West corner to Lot No. 10 of said sub-division, thence with the center of said road (street) North 1½° East 20 poles to a stone and brick, thence South 88½° East 40.8 poles to a stone and brick in the West line of Lot No. 9, of said sub-division; thence with said line South 1½° West 20 poles to a stone and brick, North East corner to said Lot No. 10, thence to the North line of said Lot North 88½° West 40.8 poles to the beginning, containing 5 acres and 16 poles. But excepting therefrom a strip of land 66 feet in width being a strip 33 feet wide on each side of the center line of the T. & O. C. Railway, as now located through said lot, leaving about 4 and 57/100 acres of land. Appraised as follows: $900.00. 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 here this Writ.

Witness my hand and the seal of said Court, at Marysville, Ohio, this 25th. day of January, 1909.

(Seal). Charles Parrott, 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 6th day of March, 1909, at one o'clock P. M., but 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 B. M. Rutan, who bid for the same the sum of Six Hundred and one (601) Dollars, and said sum being more than two-thirds of the appraised value; and he being the highest and best bidder, he was declared the purchaser.

Ead Price, Sheriff of Union County, Ohio.

By D. C. Bolenbaugh, Deputy.

8825 Entry.

On March 13th. 1909. the following Entry was filed:-

George D. Mitchell, Plaintiff

Vs.

Susan J. Goff, Selwyn D. Mitchell, Charles Mitchell, Clarence Mitchell, Florence Colwell, Metta Ewing, Lena Reynold, Kate King, Margaret King, William King, Jasper R. King, Ina Gill, Emily McDowell, Clyde Bidwell, Clifford Bidwell, Hattie Parish, Millie Lentz, Minnie Lewis, Leon Mitchell, Imo Krause, Defendants.

Court of Common Pleas. Huron County, Ohio. March 13th. 1909.

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 has 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 the record described tract to the purchaser, Orin M. Rutan, in consideration of the said purchase price of $601. the same being the highest and best price bid for said second tract of land and being more than 2/3 of the appraised value thereof.

It is further ordered that out of the proceeds of the said two tracts of land, to-wit: the first tract $1300. and the second tract $601. being a total of $1901. the Sheriff pay,

1st. To the Treasurer of Huron County, Ohio, the taxes due on said premises said 2 tracts of land, the sum of $

2nd. To the Clerk of this Court the costs of this action, including a counsel fee of $67. to J. H. Kinkade for services herein, taxed at $1444.18.

3rd. And of the residue of the proceeds of said two tracts of land to pay the same to the persons entitled thereto, as follows, to-wit: the sum of $1756.82, he shall pay to the persons entitled thereto, as follows:

To	the plaintiff, George D. Mitchell,	one equal 1/5 part thereof,	$351.36
To	Susan J. Goff,	one equal 1/5 part thereof,	$351.37
To	Selwyn D. Mitchell,	one equal 1/30 part thereof	$ 58.56
To	Charlie Mitchell,	one equal 1/30 part thereof	$ 58.56
To	Clarence Mitchell,	one equal 1/30 part thereof	$ 58.56
To	Florence Colwell,	one equal 1/30 part thereof,	$ 58.56
To	Metta Ewing,	one equal 1/30 part thereof,	$ 58.56
To	Lena Reynold	one equal 1/30 part thereof	$ 58.56
To	Kate King	one equal 1/20 part thereof,	$ 87.84
To	Margaret King,	one equal 1/20 part thereof,	$ 87.84
To	William King,	one equal 1/20 part thereof,	$ 87.84
To	Jasper King,	one equal 1/20 part thereof,	$ 87.84
To	Ina Gill,	one equal 1/20 part thereof	$ 87.84
To	Emily McDowell,	one equal 1/20 part thereof,	$ 87.84
To	Leon Mitchell,	one equal 1/40 part thereof,	$ 43.92
To	Imo Krause	one equal 1/40 part thereof	$ 43.92
To	Clyde Bidwell,	one equal 1/100 part thereof,	$ 17.57
To	Clifford Bidwell,	one equal 1/100 part thereof,	$ 17.57
To	Hattie Parish	one equal 1/100 part thereof	$ 17.57

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To Nellie Hunter one equal 1/100 part thereof $17.57
To Minnie Lewis one equal 1/100 part thereof $17.57

In the first order of this entry the tax is included in the 2nd order, which amount was paid direct to the Clerk, who made the distribution of costs, Atty. Fee, and Taxes, leaving $1756.82 all the money received by Sheriff.

Attest: Charles Parrott, Clerk
By Lester McBrony, Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Hon. John M. Brodrick, Judge of the said Court, at the January Term, A.D. 1909.

Be it remembered that heretofore, towit, on the 14th. day of November, 1908, the following Petition was filed with the Clerk of said Court, towit:

8836
Petition

George R. Jolliff, Plaintiff.
Vs.
Hannah Moore, Samuel Jolliff, Noah Elliott, Dora Woods, Benjamin Jolliff and Isaac Jolliff, Defendants.

Court of Common Pleas,
Union County Ohio
November 14th. 1908.

Plaintiff says that on the 3 day of December, 1907, one Mary Jolliff died intestate, seized in fee simple of the following described real estate, situate in Dresburg Township, Union County, Ohio, and in Surveys Nos. 13592 and 15941: Beginning at two ashes northeast corner of a fifty acre tract conveyed to Anson N. Courtright; thence N. 81° E. 86 poles to two sugar trees and a red oak; thence N. 8° W. 86 poles to an ash and elm; thence S. 81° W. 186 poles to a beech; thence S. 9° E. 86 poles to the beginning. It being the fifty acres conveyed by the heirs of Scioto Wasson to the heirs of Solomon Courtright, deceased, in Survey No. 13592.

Second tract. Part of Surveys No. 13592 and 15941. Beginning at a stone in the north line of Survey No. 5870 and S.W. corner to George Shreyer land part of No. 5 of the sub-division of Survey No. 13592 and 15941; thence with the east line of said George Shreyer land and the east line of Isaac Jolliff land part of No. 7 of said sub-division N. 7½° W. 174 poles to a stone north east corner to Isaac Jolliff land, in the north line of lot No 4 of said sub-division; thence with the said line N. 82½° E. 46½ poles to a stone corner to Elroy Moore's land; thence with the west line of his land S. 7½° E. 173½ poles to a stone corner to said Elroy Moore's land in the south line of said survey No. 5870; thence with the said line S. 8½° W. 46 12/100 poles to the beginning. Containing fifty acres and forty six poles. The amount of land contained in the two tracts being one hundred acres and 46 poles, more or less.

That the said Mary Jolliff died leaving the plaintiff and the defendants, Hannah Moore, Samuel Jolliff, Noah Elliott, Dora Woods, and Benjamin Jolliff and Martin Jolliff, Maggie Norris and Lettie Wood, being her children, and Fred Jolliff, Pearl Jolliff, Sylvia Haines and Ivan Jolliff, her grand-children, being the sons and daughter of her son James Jolliff, deceased.

That the defendant, Isaac Jolliff, is the widower of the said Mary Jolliff, deceased.

That the plaintiff and the said Hannah Moore, Samuel Jolliff, Noah Elliott, Dora Wood, Benj. Jolliff, Martin Jolliff, Maggie Norris, Lettie Wood, Fred Jolliff, Pearl Jolliff, Sylvia Haines, Ivan Jolliff and Isaac Jolliff, were the only and the sole heirs at law of the said Mary Jolliff, deceased.

That the said Isaac Jolliff as the widower of the said Mary

Jolliff, deceased, is entitled to a dower interest in the said real estate.

That the said Martin Jolliff, Nora Elliott, Dora Woods, Maggie Norris, and Benjamin Jolliff did sell and release by quit-claim deed their several undivided interests in the said real estate to the said Isaac Jolliff for and during his natural life.

That the said Isaac Jolliff has an undivided one-half interest in the said real estate for and during his natural life.

That the said Lettie Wood and Fred Jolliff, Pearl Jolliff, Sylvia Haines and Irvin Jolliff have sold and conveyed to the plaintiff by Warranty deed their undivided interests in the said real estate.

That the said Martin Jolliff and Maggie Norris have sold and conveyed to the plaintiff by deed of general warranty their undivided interests in the said real estate, subject to the life estate of the said Isaac Jolliff therein.

That the plaintiff is the owner in fee simple of the undivided three-tenths (3/10) part of the said real estate, and is the owner in fee simple of an additional undivided two-tenths (2/10) part subject to the life estate of the said Isaac Jolliff.

That Hannah Moore is the owner in fee simple of the undivided one-tenth (1/10) part of the said real estate.

That Samuel Jolliff is the owner in fee simple of the undivided one-tenth (1/10) part of the said real estate.

That Nora Elliott is the owner in fee simple of the undivided one-tenth (1/10) interest in the said estate subject to the life estate of Isaac Jolliff.

That the said Dora Wood is the owner in fee simple of the undivided one-tenth (1/10) interest in the said real estate subject to the life estate of the said Isaac Jolliff.

That the said Benjamin Jolliff is the owner in fee simple of the undivided one-tenth (1/10) part of the said real estate subject to the life estate of the said Isaac Jolliff.

The defendants are tenants in common in said real estate, subject to the dower estate of the said Isaac Jolliff.

All the debts and claims against the estate of the said Mary Jolliff have been paid.

Since the death of the said Mary Jolliff, the said real estate has been in the exclusive possession and enjoyment of the defendant, Isaac Jolliff to the exclusion of the plaintiff and the other parties, and that a reasonable rental value of said real estate is four hundred dollars per year.

Plaintiff further says that the said defendant, Isaac Jolliff, has within the three months last past, sold and allowed to be cut and hauled from the said real estate, valuable timber of the value of three hundred dollars or more, the exact amount of which this plaintiff is unable to state.

Wherefor Plaintiff prays that by an order of the court his interest in said real estate may be set off to him in severalty if the same can be done without manifest injury, and that the dower interest of the said defendant, Isaac Jolliff, be set off to

him; If the same can not be done, then, that the said real estate be sold according to law, and that partition be made of the premises of the sale.

Wherefore plaintiff further prays that the defendant, Isaac Jolliff be required to make an accounting of the rents and profits for the use of the said real estate since the death of the said Mary Jolliff and that he be required to make an accounting for the proceeds from the sale of the said timber and for such other proceedings and reliefas is authorized by law.

S. N. Van Winkle
Atty. for plaintiff.

State of Ohio, Union County, ss.

George W. Jolliff, the plaintiff herein, being first duly sworn, makes oath and says that the facts herein above set forth are true as he verily believes.

Geo. W. Jolliff

Sworn to and subscribed before me, Clerk of the Court this 14th day of November, A.D. 1908.

Charles Parrott
(Seal) Clerks of Court

8836 Precipe — On November 14th, 1909, the following Precipe was filed:-

George W. Jolliff, Plaintiff
vs.
Hannah Moore, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
November 14th, 1909.

To the Clerk:

Issue summons to Hannah Moore, directed to Sheriff of Marion County and for Samuel Jolliff, Nora Elliott, Dora Wood, Benjamin Jolliff and Isaac Jolliff, directed to the Sheriff of Union County, properly endorsed and returnable according to law.

S. N. Van Winkle,
Atty. for Plaintiff.

8836 Summons — On November 14th, 1909, the following Summons was issued:-

The State of Ohio, Union County.

To the Sheriff of Marion County:

You are hereby commanded to notify Hannah Moore that she has been sued by George Jolliff in the Court of Common Pleas of Union County and must answer by the 12th. day of December, A.D. 1908, 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 November, A.D. 1908.

Witness my hand and the seal of said Court, this 14th. day of November, A.D. 1908.

(Seal) Charles Parrott, Clerk

Sheriff's Return.

The State of Ohio, Marion County, ss.

Received this writ November 16th, A.D. 1908, at 11 o'clock A.M.,

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and served same by handing a true and duly certified copy of this writ with all the endorsements thereon to the within named Hannah Moore defendant, whereupon this writ is returned.

E. E. Drown, Sheriff
By J. M. Davidson, Dep'y.

8836 Summons.

On November 14th. 1908, the following Summons was issued:
The State of Ohio, Union County.
To the Sheriff of Union County:

You are hereby commanded to notify Samuel Jolliff, Nora Elliott Dora Wood, Benjamin Jolliff and Isaac Jolliff that they have been sued by George Jolliff, in the Court of Common Pleas of Union County, and must answer by the 12th. day of December, A.D. 1908, 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 November, A.D. 1908.

Witness my hand and the seal of said Court, this 14th. day of November, A.D. 1908.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Received this writ November 16" A.D. 1908 at 10 o'clock, A.M. and on Nov. 18" 1908, I served same by personally handing to the within named Samuel Jolliff, Nora Elliott, Dora Wood, Benjamin Jolliff and Isaac Jolliff, true and certified copies thereof, with all the endorsements thereon.

D. C. Bolenbaugh, Sheriff.

8836 Answer and Cross-Petition of Isaac Jolliff.

On December 8th, 1908, the following Answer and Cross Petition was filed:

Court of Common Pleas.
Union County, Ohio,
December 8th, 1908

George Jolliff, Plaintiff.
Vs.
Hannah Moore, et al. Defendants.

Now comes Isaac Jolliff, one of the defendants herein, and for answer says: That he admits that Mary Jolliff died intestate on the 3rd. day of Dec. 1907, and was seized in fee simple of the lands described in plaintiff's petition: That, the said Mary Jolliff left the plaintiff and the defendants, Hannah Moore, Samuel Jolliff, Nora Elliott, Dora Woods, Benjamin Jolliff, Martin Jolliff, Maggie Norris and Lettie Wood, her children, and Fred Jolliff, Pearl Jolliff, Sylvia Harris and Ivan Jolliff her grand children: And that the said Isaac Jolliff is the widower of said Mary Jolliff:

This defendant admits that he owns by quit claim deed from Martin Jolliff, Nora Elliott, Dora Woods, Maggie Norris and Benjamin Jolliff, their undivided estates for life in said premises described in said petition. This defendant says that he owned by quit-claim deed the undivided one-tenth interest of Samuel Jolliff for life, aggregating a life estate in the premises described in plaintiff's petition of Six tenths thereof.

For want of information, relative to the purchase of the three tenths of said estate in fee simple &c. by plaintiff, this defendant says he has no knowledge, and therefore denies the same.

Defendant admits that he has been in possession of the said premises, since the death of the said Mary Jolliff, which occurred on the 3rd. day of December, 1907. But denies that he is liable for rents and profits, for said premises for one years after the death of his consort, under Revised Statute Sec. 4188,- dower not having been assigned to him.

Defendant denies that he has sold and allowed to be cut valuable timber from said estate: but says that he did sell Eight trees standing on said premises, which trees were decaying, with tops dead, and going to waste. That there were seven of said trees struck by lightning and comparatively worthless. That he received for said timber, so sold, the sum of $ 12.50, which was all it was reasonably worth.

This defendant, by way of cross petitions says:- That he is entitled to dower in the premises described in said petition, in the four tenths thereof, to-wit, the undivided part of said premises owned and claimed by said George Jolliff.

Defendant therefore prays that dower may be set off and assigned to him, in the four tenths of said estate described in plaintiffs' petition, according to law; and for such other relief as may be just and proper.

Defendant further says that the estate of Mary Jolliff is indebted to him in the sum of $ 266.20, to-wit:

To funeral expenses and digging grave &c.	$ 144.00
To Dr. Swipkins, medical service for Mary Jolliff	$ 12.00
Taxes for the year 1907 and 08	45.20
Church Bros. & Weld	5.00
Wire fence, 50 rods, and work erecting	60.00
	$ 266.20

Which amount of $ 266.20 is justly due this defendant, and is unpaid, and for which defendant asks judgment.

Defendant says that the said Mary Jolliff, has no monument at her grave and defendants intention was to erect a monument with the proceeds of the said timber sold from said premises, and asks the Court for its order, that he shall be permitted to use the said amount as far as it will go, to-wit $112. towards erecting a tomb stone to the memory of his wife, Mary Jolliff

Wherfore, defendant prays that he may have dower set off and assigned to him out of the four-tenths part of said premises, now held by George Jolliff, by deed and inheritance; and that he be decreed the quiet possession of the undivided six tenths of said premises as and for his life estate; and for all proper relief in the premises.

McCrory & Cameron.

The State of Ohio, Union County, ss.

Isaac Jolliff, being first duly sworn, says the facts and allegations set forth are as he believes true.

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Isaac Jolliff.

Sworn to before me and subscribed in my presence this 21st. day of November, 1908.

Robt. McElroy,
(Seal) Notary Public.

8836 Entry. On December 18th, 1908, the following Entry was filed:-
George Jolliff, Plaintiff.
vs.
Hannah Moore, et.al. Defendants.
Court of Common Pleas,
Union County, Ohio.
December 18th, 1908.

This day leave was granted to defendant, Hannah Moore, to file answer by December 26th.

8836 Answer and Cross-Petition of Hannah Moore

On December 26th, 1908, the following Answer & Cross-Petition was filed:
George Jolliff, Plaintiff.
vs.
Hannah Moore, et.al. Defendants.
Court of Common Pleas,
Union County, Ohio.
December 26th, 1908.

Comes now the defendant, Hannah Moore, and, by leave of the Court for that purpose first obtained, files herein her answer and cross petition and says:-

That the answering defendant admits that one Mary Jolliff died intestate, seized in fee simple of the real estate in the petition described; admits that she is a tenant in common in the said real estate and as such is entitled to the undivided one-tenth part of the same; admits that the persons named in the petition were all and the only heirs at law of the said decedent and that the defendant, Isaac Jolliff is the surviving spouse of the said decedent and, as such, entitled to dower in said premises; admits that all of the debts and claims against the estate of said decedent have been fully paid; admits that since the death of the said Mary Jolliff the real estate aforesaid has been in the exclusive possession and enjoyment of the said Isaac Jolliff to the exclusion of this answering defendant and that the reasonable value of said real estate is four hundred dollars ($400.00) per annum. She defendant admits that the defendant, Isaac Jolliff has sold and permitted to be cut and hauled from said real estate, valuable timber, which the defendant on her information and belief believes and therefore avers to be of the value of about three hundred dollars ($300.00) or upwards.

This answering defendant says that she has no adequate knowledge of the fact of the execution and delivery of the sundry deeds mentioned and referred to in the petition of plaintiff, and that for lack of knowledge in that behalf she denies the allegations relative thereto.

That the answering defendant denies each and every allegation in the petition contained not hereinbefore specifically admitted or denied. This answering defendant further says that she is the owner in fee simple as a daughter of Mary Jolliff, deceased, of the undivided one-tenth part of the real estate in the petition described; that since the demise of the said Mary

Jolliff, one Isaac Jolliff has been in the full possession and enjoyment of all of the real estate in the petition described and has appropriated to his own use and behof the rents, issues and profits arising from the use and enjoyment of the same; that the said defendant Isaac Jolliff has caused and permitted to be removed from the said premises, valuable timber, the exact quantity or amount whereof and the value of the same is unknown to the answering defendant and cross-petitioner, but is peculiarly within the knowledge of the said defendant, Isaac Jolliff.

That she, the said Hannah Moore, desires to hold in severalty her interest in said premises and that she is entitled to have partition of the same made as provided by law.

Wherefore, this answering defendant and cross petitioner prays that her interest in said real estate may be apartid to her and that partition be had, or if that cannot be done without manifest injury to the residue that said estate be sold and her interest be paid her out of the proceeds of sale; and that she have all such other and further relief in the premises as equity and the nature of the case may require.

Hannah Moore
By Morrow & Quigley
Her attorneys.

State of Ohio, Marion County, ss.

Hannah Moore, being duly sworn, says that she is the answering defendant herein, and that the facts stated and the allegations contained in the foregoing, her answer and cross-petition, in the above entitled cause are true as she verily believes.

Hannah L. Moore.

Sworn to before me by the said Hannah Moore and by her in my presence subscribed this 23rd. day of December, 1908.

Geo. A. McGrath
(Seal) Notary Public, Marion County, Ohio.

8836 Entry. On January 23rd, 1909 the following Entry was filed:-

George W. Jolliff, Plaintiff,
vs.
Hannah Moore, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 23rd, 1909.

This day leave was given to plaintiff to file reply and same filed.

8836 Reply. On January 23rd, 1909 the following Reply was filed:-

George Jolliff, Plaintiff,
vs.
Hannah Moore, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio
January 23rd, 1909.

Comes now the plaintiff and by leave of the Court for that purpose first had and obtained, files herein his reply to the answer and cross petition of the defendant, Isaac Jolliff, and, for such reply, says:

That plaintiff admits, that among other, said defendant sold eight trees standing on said premises, but denies that said trees

were decaying or with tops dead, or going to waste, or that seven of said trees were lightning stricken or comparatively worthless; on the contrary plaintiff avers that more than eight trees were cut and sold by said defendant and that the same were valuable standing trees, all as in the petition herein alleged.

Plaintiff admits said defendant is entitled to dower in the undivided four-tenths parts of said real estate.

Defendant denies that the estate of Mary Jolliff, deceased, is indebted to said defendant in any sum or on any account whatsoever. Plaintiff further alleges and avers that by the terms of the certain quit-claim deeds whereby the said defendant acquired a life estate in certain of the said real estate, it was expressly stipulated and provided that said defendant, in consideration thereof, should fully pay all and singular the claims against said decedent, including also the taxes against said lands, and all repairs and improvements thereon.

Plaintiff denies each and every allegation in said answer and cross-petition not hereinbefore admitted to be true, save and except such allegations only as are mere admissions or denials of allegations in plaintiff's petition contained.

Wherefore plaintiff prays as in his petition and for all such relief as equity and the nature of the case may require.

George Jolliff
By S. M. Van Meter
Attorney for Plaintiff.

State of Ohio, Union County, ss.

George Jolliff, being duly sworn, says that he is the plaintiff herein and that the facts stated and allegations contained in the foregoing reply are true, as he does verily believe.

Geo. W. Jolliff.

Sworn to before and in my presence subscribed by the said George Jolliff this 23d. day of January, A.D. 1909.

Chas. Parrott,
Clerk of Court.

(Seal)

8836 Entry.

On January 29th. 1909, the following Entry was filed:-

George W. Jolliff, Plaintiff.
Vs.
Hannah Moore, et.al. Defendants.

Court of Common Pleas,
Union County, Ohio.
January 29th. 1909.

This day came the parties hereto by and with their attorneys, and thereupon, by agreement of the parties this cause came on to be heard upon the rights of the several parties hereto as co-tenants in the ownership of the premises in the petition described and the matter of partition of said real estate according to the interests of said parties, the question of rents and profits or other issues being passed for later consideration of the court; and thereupon, in the above behalf, upon the petition, the answers of Isaac Jolliff and of Hannah Moore, and the evidence, the court find that all of the defendants have had due legal notice of the pendency and demand

of the said petition, and that with the exception of the said Isaac Jolliff and Hannah Moore, they are in default for answer and demurrer in this cause.

Thereupon the court find that the plaintiff and the defendants hereinafter named are tenants in common in the real estate in the petition described:

That the plaintiff, George Jolliff, has a legal right to the three tenths part of said real estate, subject to the dower estate therein of the widower, Isaac Jolliff; and to the two tenths parts thereof, subject to the life estate of said Isaac Jolliff therein;

That the defendant, Hannah Moore, has a legal right to the one tenth part thereof, subject to the dower estate therein of the widower Isaac Jolliff.

That the defendants, Samuel Jolliff, Nora Elliott, Dora Wood and Benjamin Jolliff have a legal right to the remainder of said premises subject to the life estate of the defendant, Isaac Jolliff, therein.

That the defendant, Isaac Jolliff, is entitled to dower in the undivided four-tenths parts of said real estate, to-wit: in the 3/10 interest of George Jolliff, and in the 1/10 interest of Hannah Jolliff; and that said Isaac Jolliff has an estate for life in the 6/10 parts of said real estate, to-wit: in the certain 2/10 interest of said George Jolliff hereinbefore mentioned, and in the 1/10 interest each of the above named Samuel Jolliff, Nora Elliott, Dora Wood and Benjamin Jolliff.

The Court further finds that the said plaintiff is entitled to have partition made of said premises, as prayed in his petition, and that the defendant, Hannah Moore is entitled to have her interest in said premises set off to her in severalty.

It is therefore ordered, adjudged and decreed that partition of said estate be made, and that dower be assigned to said Isaac Jolliff in 4/10 parts, and William T. Miller, N. C. Cochran and Chas. W. Jewett, three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make and set off the same; and said commissioners are authorized and empowered to take with them one Alvi Graham as surveyor, who shall make an accurate survey of said lands and a plat thereof by meter and bounds which shall be returned into Court by said commissioners with their report.

And it is further ordered, that, if said estate is entire, and cannot be divided as aforesaid by meter and bounds, the dower of the said Isaac Jolliff in the 4/10 parts of said estate be assigned as of a third of the rents, issues and profits of such 4/10 part, and also that the life estate be assigned as of the 2/10 part of said real estate so set off to said George W. Jolliff.

And it is ordered that a writ issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the commissioners above named, he cause to be set off and divided to said George W. Jolliff and to Hannah Moore, the part and proportion of said estate to which they are hereinbefore severally found entitled, and also cause to be set off and assigned, in manner as above ordered, the dower estate of the said Isaac Jolliff therein.

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Order to Survey.

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

It being understood that any and all matters as to rents and profits, waste and other claims for or against any of the parties to this cause are deferred, pending further hearing thereon by the Court, saving to any party the right to avail himself of any procedure provided by law relative to the action of the commissioners in partition or other action not in accord with the finding and decree aforesaid.

8836
Order to Surveyor.

On February 15th. 1909, the following Order to Surveyor was issued :-

George W. Jolliff, Plaintiff.
vs.
Hannah Moore, et al, Defendants.

Court of Common Pleas,
Union County, Ohio.
February 15th. 1909.

To Abi Grahame, County Surveyor.

Sir:-

You have been appointed by the Court of Common Pleas of Union County, Ohio, to make a Survey and return into Court an accurate plate of the following described premises of Mary Jolliff late of said County, deceased, to-wit: Situate in Leesburg Township, Union County, Ohio, and in Surveys Nos. 13592 and 15941. Beginning at two ashes northeast corner of a fifty acre tract conveyed to Aurora W. Courtright; thence N. 81° E. 186 poles to two sugar trees and a red oak; thence N. 8° W. 86 poles to an ash and elm; thence S. 81° W. 186 poles to a birch; thence S. 9° E. 86 poles to the beginning. It being the fifty acres conveyed by the heirs of Scioto Wasson to the heirs of Solomon Courtright, deceased, in Survey No. 13592.

Second Tract. Part of Survey No. 13592 and 15941. Beginning at a stone in the North line of Survey No. 5870 and S. E. & W. corner to George Schreyer land part of No. 5 of the sub-division of Survey No. 13592 and 15941; thence with the East line of said George Schreyer land and the east line of Isaac Jolliff land part of No. 7 of said sub-division N. 1½° W. 174 poles to a stone north east corner to Isaac Jolliff land; in the north line of lot No. 4 of said sub-division; thence with the west line of his land S. 7½° E. 173½ poles to a stone corner to said Elsey Moore land in the south line of said Survey No. 5870; thence with the said line S. 8½° W. 46 12/100 poles to the beginning. Containing fifty acres and forty six poles.

The amount of land contained in the two tracts, being one hundred acres and 46 poles, more or less. Being the premises of which Mary Jolliff died seized.

You are requested to proceed with this at an early a date as possible.

Witness my hand and the Seal of said Court at Marysville, Ohio, this 15th. day of February A.D. 1909.

(Seal)

Charles Parrott,
Clerk of Courts.

Surveyor's Return.

As commanded by the foregoing order I have made a Survey and an accurate plat of the above described premises and the following is my report, to-wit: I proceeded on the 17th. day of February, 1909. in obedience to your orders, with A.A. Kite and John Hudson as chainmen, F.J. Rominie as axeman and S.S. Cheney as rodman, and attach hereto a plat of said farm as my report.

Alvi Graham.

Situated in Leesburg Township, and part of Survey No. 13592 Commencing at a stake in the center of the Grassy Run Gravel road, and at the north-west corner to F.B. Rominie's land; Thence with two consecutive lines of said land, North 81° East 94 polrs to a stone; Thence South 8° 30' East 87 25/100 polrs to a stake in the Southerly line of said Survey No. 13592; Thence with said survey line North 80° 30' East 46 8/100 polrs to a stone; corner to C.W. Pressler's land; Thence with the westerly line of said Pressler's land, North 9° 15' W. 175 poles to a stone in the center of the Liggett Gravel Road; Thence with the center of said road South 80° 45' West 140 25/100 polrs to a stake at the intersection of said road with the Grassy Run Gravel Road; Thence with center of said gravel road South 9° 30' East 88 polrs to the place of beginning, containing one hundred and one and ninety hundredths (or 90/100) Acres.

The above is an accurate plat of the land of Mary Jolliff as surveyed by me this 17th. day of February, 1909.

Alvi Graham.

8836
Writ of Partition.

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8836
Writ of
Partition.

On February 23rd. 1909. the following Writ of Partition was issued:
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. 1909, in a certain cause No. 8836, now pending in said Court, wherein George Jolliff is plaintiff and Hannah Moore, et. als. defendants, you are commanded, that without delay, by the oaths of William Miller, N. C. Hoskins and C. C. Jewett, 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, to-wit: Situated in Dresburg Township, Union County, Ohio, and part of Survey Nos. 13592, Commencing at a stake in the center of the Grassy Run Gravel Road, and at the North-West corner to F. C. Dominis land; Thence with two consecutive lines of said land, North 81° East 94 poles to a stone; Thence South 8° 30' East 87 25/100 poles to a stake in the Southerly line of said Survey No. 13592; Thence with said Survey line North 80° 30' East 46 5/100 poles to a stone, corner to C. C. Pressler's land; Thence with the Westerly line of said Pressler's land North 9° 15' West 175 poles to a stone in the center of the Liggett Gravel Road; Thence with the center of said road South 80° 45' West 140 25/100 poles to a stake at the intersection of said road with the Grassy Run Gravel Road; Thence with center of said gravel road South 9° 30' East 88 poles to the place of beginning, Containing One Hundred and One and Ninety hundredths (101 90/100) Acres.

First-- You will set off to Isaac Jolliff the 6/10 part thereof for his life estate.

Second-- You will set off to George W. Jolliff the 3/10 part (of which 2/10 part is covered by the life estate of said Isaac Jolliff, first herein to be set off.

Third-- You will set off to Hannah Moore the 1/10 part thereof.

Fourth-- To Isaac Jolliff the full equal 1/3 part of the said 3/10 part of said premises, so to be set off to George W. Jolliff, and not covered by the life estate of said Isaac Jolliff therein, and like full equal 1/3 part of that part of said premises so to be set off to said Hannah Moore as above set forth, he and for the Dower estate of said Isaac Jolliff in said two tracts of land, not so covered by his said life estate.

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 23rd. day of February, 1909.

(Seal) Charles Parrott, Clerk.

Sheriff's Return.

As commanded by the forgoing writ, I have executed the same by

the oaths of C. W. Jewett, W. C. Hoskins and W. F. Miller, causing partition to be made of the premises in said Writ described; all of which will appear by the report of said Commissioners, herewith returned.

Given under my hand this 3rd. day of Mch, 1909.

Cad Price, Sheriff
by D. C. Bolenbaugh, Depty.

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 and examination of the premises in said Writ described, do make partition of said premises and set apart the same in lots as follows:

To the said Isaac Jolliff we set off as his life estate in the said premises, Thirty six acres off the west side of the said farm and including all the buildings thereon.

To Hannah Moore we set off as her share in the said premises 11 acres immediately east of the said 36 acres set off to the said Isaac Jolliff.

To George Jolliff we set off as his share in the said premises the remainder thereof, being 54 9/10 acres more or less.

We assign to Isaac Jolliff as a dower in the rents and profits of the said tract set off to the said Hannah Moore the sum of $11.00 to be paid annually by the said Hannah Moore, her heirs or assigns, to the said Isaac Jolliff during his natural life.

We assign to Isaac Jolliff as a dower in the rents and profits of 33 acres of the tract set off to the said George Jolliff the sum of $33.00 to be paid annually by the said George Jolliff, his heirs and assigns, to the said Isaac Jolliff during his natural life.

And we assign to the said Isaac Jolliff as an annual rent on the said 22 acres of the tract set off to the said George Jolliff the sum of $66.00 to be paid annually by the said George Jolliff, his heirs and assigns to the said Isaac Jolliff during his natural life.

To Samuel Jolliff, Nora Elliott, Dora Wood and Benjamin Jolliff we set off the 36 acres first mentioned as the life estate of Isaac Jolliff, but subject to the said life estate of the said Isaac Jolliff.

For descriptions of the several tracts above partitioned, see the report of surveyor, Alvi Grahams, hereto attached, and made a part of this report.

Given under our hands this 3rd. day of March, 1909.

C. W. Jewett
W. C. Hoskins
W. F. Miller
} Commissioners

8836 Supplemental Petition

On March 6th, 1909 the following Supplemental Petition was filed:-

George Jolliff, Plaintiff.
Vs.
Hannah Moore, et al, Defendants.

Court of Common Pleas,
Union County, Ohio.
March 6th. 1909.

Now comes the plaintiff and by leave of the Court files this his supplemental petition in which he says that the descriptions by metes

8836 Motion.

8836 Entry.

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and bounds of the premises described in petition is erroneous and should be reformed to read as follows:-

Situate in Leesburg township and part of Survey No. 13592. Commencing at a stake in the center of the Grassy Run Gravel Road and at the north west corner to F. C. Rominis land; thence with two consecutive lines of said land; North 81° East 94 poles to a stone; thence south 8° 30' East 87 25/100 poles to a stake in the southerly line of said Survey No. 13592; thence with said Survey line North 80° 30' East 46 5/100 poles to a stone, corner to C. U. Pressler's land; thence with the westerly line of said Pressler's land North 9° 15' West 175 poles to a stone in the center of the Liggett Gravel Road; thence with the center of said gravel road South 80° 45' West 140 25/100 poles to a stake at the intersection of said Gravel road with the Grassy Run Gravel Road; thence with the center of Grassy Run Gravel Road South 9° 30' East 88 poles to the place of beginning. Containing one hundred and one and ninety-hundredths (101 90/100) acres.

Therefore plaintiff prays that the description of the said premises in the petition described be reformed to read as above described.

S. W. Van Winkle,
Atty. for Plaintiff.

State of Ohio, Union County, ss.

S. W. Van Winkle, being duly sworn, says that he is the attorney for plaintiff with full authority to act herein, that the facts set forth in the above pleading are within his personal knowledge and that they are true as he verily believes.

S. W. Van Winkle.

Sworn to and subscribed before me this 6th day of March, A.D. 1909.

(Seal) Charles Parrott, Clerk of Courts.

8836 Motion.

On March 6th. 1909 the following Motion was filed:-

George Jolliff, Plaintiff,
Vs.
Hannah Moore, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
March 6th, 1909.

Now comes the plaintiff by his attorney, S. W. Van Winkle and moves the Court to confirm the proceedings of the Sheriff herein, and the report of the proceedings of the Commissioners hereinbefore appointed and the report of the proceedings of Alvi Graham, County Surveyor, herein appointed to make a Survey of the premises described in the petition herein.

S. W. Van Winkle
Atty. for Plaintiff.

8836 Entry.

On March 6th, 1909, the following Entry was filed:

George Jolliff, Plaintiff,
Vs.
Hannah Moore, et. al. Defendants.

Court of Common Pleas,
Union County, Ohio.
March 6th, 1909.

This cause coming on for hearing on the supplemental petition of the plaintiff asking for a reformation of the description of

the premises described in the petition and from the evidence produced it is hereby ordered that the description of the premises shall be reformed to conform to the report of the County Surveyor herein appointed to make a survey of the said premises and report a description and plat thereof, and all future proceedings shall contain said corrected description as the true description of said premises.

On March 6th 1909, the following entry was filed.

Entry

George Jolliff, Pl
vs
Hannah Moore, et al
} Court of Common Pleas, Union County, Ohio.

8836.

On motion to the Court by the plaintiff and upon the production of the return of the Sheriff and the return of the Commissioners heretofore appointed herein, and the report of the County Surveyor heretofore ordered to make a survey of the premises and a report thereon, and the same having been examined by the Court and found in all respects correct, and in conformity to law and the former orders of the Court, the said proceedings are hereby approved and confirmed.

It is therefore ordered and decreed that the said George Jolliff shall have and possess that portion of the said premises described as follows.

Commencing at a stone in the center of the Liggett Gravel Road and at the North West corner to C. O. Kressler's land; thence with the Westerly line of said land South 9° 15' East 175 poles to a stone in the Southerly line of Survey 13592; thence with the line of said Survey No. 13592 South 80° 30' West 46½ poles to a post, corner to lands of F. C. Romine; thence with the Easterly line of said land North 8° 30' West 87¼ poles to a stone; thence with the Northerly line of said lands South 81° West 8½ poles to a stone, corner to Hannah Moore's land; thence with the Easterly line of said land North 9° 30' West 87 85/100 poles to a stone in the center of the Liggett Gravel Road; thence with the center of said road North 80° 30' East 54-75/100 poles to the place of beginning, containing 54 9/10 Acres.

That Samuel Jolliff, Nora Elliott, Dora Wood and Benjamin Jolliff shall have and possess that portion of the said premises described as follows.

Commencing at a stake at the intersection of the Liggett Gravel Road with the Grassy Run Gravel Road; thence with the center of the said Grassy Run Gravel Road, South 9° 30' East 88 poles to a stake at the North West corner to lands of F. C. Romine; thence with the

Northerly line of Romine's land, North 81° East 65 46/100 poles to a stone; thence North 9° 30' West 87 9/10 poles to a stone in the center of the Liggett Gravel Road; thence with the center of said Gravel Road South 80° 45' West 65-46/100 poles to the place of beginning, containing 36 Acres, and subject to the life estate of Isaac Jolliff therein.

That the defendant Hannah Moore shall have and possess that portion of the said premises, described as follows.

Commencing at a stake in the center of the Liggett Gravel Road, and at the North East corner to the land of Samuel Jolliff, Nora Elliott, Dora Wood and Benjamin Jolliff; thence with the Easterly line of said land, South 9° 30' East 87-9/10 poles to a stone in the Northerly line of lands of F. C. Romine; thence with the line of said land North 81° East 20-5/100 poles to a stone corner to George Jolliff's land; thence with the Westerly line of said land North 9° 30' West 87-83/100 poles to a stone in the center of the Liggett Gravel Road; thence with the center of said road South 80° 45' West 20-5/100 poles to the place of beginning, containing 11 Acres.

That the said Isaac Jolliff shall have and possess during his natural life, that portion of the said premises described as follows;

Commencing at a stake at the intersection of the Liggett Gravel Road with the Grassy Run Gravel Road; thence with the center of the said Grassy Run Gravel Road South 9° 30' East 88 poles to a stake at the North West corner to lands of F. C. Romine; thence with the Northerly line of Romine's land, North 81° East 65 46/100 poles to a stone; thence North 9° 30' West 87 9/10 poles to a stone in the center of the Liggett Gravel Road; thence with the center of said Gravel Road South 80° 45' West 65-46/100 poles to the place of beginning, containing 36 Acres.

The tract being the same as the tract set off and assigned to the said Samuel Jolliff, Nora Elliott, Dora Wood and Benjamin Jolliff in remainder.

For a more specific description of the various subdivisions of the said premises set off and assigned. Reference is made to the inserted sheet herein Marked "Exhibit "A"" and made a part of this entry.

See Exhibit "A" on next page.

Exhibit "a."

It is further ordered and decreed that the said Isaac Jolliff shall have as a dower in the rents and profits of the three tenths of the said premises included in the said tract set off to the said George Jolliff, the sum of Thirty three ($33.00) Dollars to be paid annually by the said George Jolliff, his heirs and assigns, to the said Isaac Jolliff during his natural life, the same to be and remain a lien on the said Three Tenths of the said premises until paid.

That the said Isaac Jolliff shall have as an annual rent for the two tenths of the said premises included in the said tract set off and assigned to the said George Jolliff, the sum of Sixty Six (66.00) Dollars, to be paid annually by the said George Jolliff his heirs and assigns to the said Isaac Jolliff during his natural life, the

same to be and remain a lien upon the said two tenths of the said premises until paid.

That the said Isaac Jolliff shall have as a dower in the rents and profits of the said one tenth of said premises set off and assigned to the said Hannah Moore, the sum of $11.00, to be paid annually by the said Hannah Moore her heirs and assigns to the said Isaac Jolliff during his natural life, the same to be and remain a lien upon the said one tenth of the said premises until paid.

That the said George Jolliff and the said Hannah Moore shall each pay to the said Isaac Jolliff the one half of the said annual rent and dower on the 1st day of October, and the one half on the first day of April of each year, beginning with the 1st day of October, A.D. 1909.

And that it is further ordered that the costs of this action including a counsel fee of $150.00 — $50.00 to McCrory & Cameron and $100. to S.W. Van Winkle attorneys, for services rendered taxed at $228.60, Be paid by the said parties in the following proportions to wit:

First — That the said George Jolliff shall pay the sum of $114.30,

Second — That the said Isaac Jolliff shall pay the sum of $91.44,

Third — That the said Hannah Moore shall pay the sum of $22.86

That the costs herein taxed against the said George Jolliff. the said Isaac Jolliff and the said Hannah Moore shall be and remain a lien upon the said premises to them assigned until paid, and that execution may be allowed to issue therefor.

O. K. John M. Brodrick.
Judge.

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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 John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1909, Be it remembered that heretofore to wit, on the 30th day of November, 1908, the following petition was filed with the Clerk of said Court, to wit:.

Entry

8850.

The Globe Building and Loan Association Co.,
Plaintiff
vs.
Mary Rogers,
Defendant
} Court of Common Pleas, Union County, Ohio.

Plaintiff, The Globe Building and Loan Association says, that it is a corporation duly organized and incorporated under the laws of the State of Ohio, with its principal office and place of business in the city of Columbus, Ohio.

First Cause of Action:

Plaintiff for its first cause of action says that on the 9th day of June, 1905, the defendant, Mary Rogers, executed and delivered to it her certain written note or obligation of which the following is a true copy:

$250.00. Marysville, Ohio

Received of the Globe Building and Loan Association Company, of Columbus, Ohio, Two Hundred and Fifty Dollars, as a loan on Three shares of stock No. 12370 owned by me in said Association.

I hereby agree to pay to said Association, monthly, not less than Three and 16/100 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 interest due on said loan, amounting to One and 66/100 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 dividends declared and credited on said stock, as per 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

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Mary Rogers.

Plaintiff further says that neither the said Mary Rogers, nor has any one for her, paid the monthly installments of dues and interest as required by the terms of said note and that there is due and owing at this date, November 24th 1908, for interest the sum of $21.96, making a total together with the principal in the sum of $271.96.

Plaintiff further says that said defendant is entitled to a credit for dues paid, in the sum of $1.50, leaving a balance due this plaintiff in the sum of $270.46, for which sum plaintiff asks judgment.

Second Cause of Action:

Plaintiff adopts in this its second cause of action the averments contained in its first cause of action and further says that in order to secure the payments of said loan of $250.00, according to the terms thereof, defendant executed and delivered to this plaintiff on the 10th day of June, 1905, her certain mortgage deed and thereby conveyed to said plaintiff the following described real estate: Situate in the town of Marysville, County of Union, in the State of Ohio and described as follows:

Being part of Survey No. 3331 and beginning in the center of the Marysville and Delaware gravel road South west corner of a lot formerly owned by Daniel B. Patch; thence with the center of said road South 67½ degrees west 6 6/100 poles; thence North 22½ degrees west 20 36/100 poles to a stone with bricks under it in the line of said Patch Lot thence with the line of said Patch lot North 68¼ degrees east 6 6/100 poles to a stone with bricks under it; thence with another line of said Patch Lot South 22½ degrees east 20 43/100 poles to the beginning. Containing 12 6/160 of an acre more or less.

Being the same premises conveyed to Mary Rogers, grantor, by deed from John M. Laird, Administrator.

Plaintiff further says that said mortgage deed was received by the County Recorder of Union County, Ohio, on the 10th day of June, 1905, at 3-30 O'clock P. M. to be by him entered of record, and was recorded by him on the 13th day of June 1905 in Mortgage Record Vol. 52, pages 423, 424 and 425, of the record of mortgages of Union County, Ohio.

Plaintiff further says that said mortgage was conditioned as follows:

"Provided nevertheless, and these presents are upon this condition; that, whereas, the said Mary Rogers has entered into a contract, in writing, with said Association Company,

in the words and figures following, to-wit:

$250.00 Marysville, O, June 9-1905

Received of the Globe Building and Loan Association Company of Columbus, Ohio, Two Hundred and Fifty Dollars, as a loan on Three Shares of Stock No. 12570. owned by me in said Association.

I herein agree to pay to said Association Monthly, not less than Three and 16/100 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 interest due on said loan, amounting to One and 66/100 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 dividends declared and credited on said stock, as per 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.

Mary Rogers.

Now if the said Mary Rogers shall pay to said Association Company, its successors or assigns, the said sums of money when due, as set forth in said contract, then these presents shall be void, otherwise in full force and virtue at law."

Plaintiff says that by reason of the failure on part of defendant to make said payments according to the terms of said mortgage and note that there is due on the principal sum up to this date November 24" 1908. the sum of $248.30, as interest the sum of $21.96, making a total of $270.46.

Plaintiff further says that said mortgage deed has become and has been declared absolute by the Board of Directors of Plaintiff.

Plaintiff further says that its said mortgage deed is the first and best incumbrance against said property.

Wherefore, plaintiff prays judgment against said defendant, Mary Rogers, in the sum of $270.46, together with such amount of interest as may accrue from the date hereof; that its said mortgage may be foreclosed; said premises be ordered to be sold and the proceeds arising from the sale thereof, may be applied in

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satisfaction of plaintiff's claim and further pray for all further and necessary relief.

Badger and Ulrey
Attorneys for Plaintiff.

State of Ohio, Franklin County, ss.
Before me a Notary Public, in and for Franklin County, State of Ohio, personally appeared D. W. Morehouse, who being first duly sworn under oath says, that he is the Secretary of the Globe Building and Loan Association Company, the plaintiff herein, and that the facts stated and allegations contained in the foregoing petition are true, as he verily believes.

D. W. Morehouse.

Sworn to before me and subscribed in my presence this 24" day of November, 1908.

Ralph Merchant
Notary Public, Franklin County, Ohio.

On the 30" day of November, 1908 the following precipe was filed, Precipe to the Clerk:

Issue Summons directed to the Sheriff of Union County, Ohio, for defendant Mary Rogers, and indorse Petition in foreclosure on real estate, Judgment prayed for in amount $270.46, with interest from November 24", 1908, Returnable according to law.

Badger and Ulrey
Attorneys for Plaintiff.

On November 30" 1908, The following Summons was issued.

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

You are commanded to notify Mary Rogers, that she has been sued by The Globe Building and Loan Association Company in the Court of Common Pleas of Union County, Ohio, and must answer by the 2nd day of January A.D. 1909, 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 14" day of December, A.D. 1908.

Witness my hand and the seal of said Court, this 30" day of November, A.D. 1908.
(Seal)

Chas. Parrott, Clerk.

On December 12" 1908, The following return of Summons was made, Received this writ Dec. 1st 1908, at 11 O'clock, A. M. and on Dec. 11th 1908, I served same by personally handing to the within named Mary Rogers, a true and certified copy thereof with all the endorsements thereon

W. C. Bolenbaugh, Sheriff.

On March 30th 1909, the following entry was filed

8830

The Globe Building and Loan Association Company. Vs Mary Rogers. } Court of Common Pleas, Union County, Ohio.

Entry.

This cause came on for hearing on the petition of the plaintiff filed herein and the evidence, and the Court on consideration thereof finds that the defendant, Mary Rogers, has been duly served with summons in this case, and that she is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by her to be true.

The Court further finds that the defendant has failed to pay to the plaintiff the installments of dues and interest as in the petition set forth, and that there is due to said Plaintiff as balance of interest to the date of this decree, the sum of $29.71, and as balance due on the principal in the sum of $248.50, making a total of principal and interest due to the date of this decree in the sum of $278.21.

The Court further finds that in order to secure the regular payment of said dues and interest, as well as dues and interest hereafter to become due, the said Mary Rogers, widow, executed and delivered to this plaintiff her certain mortgage deed in the petition described, and on the premises therein described; that said mortgage was on the 13th day of June, 1905, duly recorded in M.R. 52 pages 423, 424 and 425 of the record of mortgages, of Union County, Ohio, and that the same is a good and valid lien on the premises described in the petition.

It is therefore considered by the court that unless the said defendant shall, within three days from the entry hereof, pay or cause to be paid to said plaintiff the sum of $278.21 so found due, and pay to the Clerk of Courts, the costs herein taxed at $____ that defendants equity of redemption be foreclosed and said premises be sold, and that an order issue to the Sheriff of Union County, Ohio, ordering him to appraise, advertise and sell said premises as upon execution, and make return of his proceedings to this Court for further order.

For good cause shown German publication is hereby dispensed with.

C.P. John M. Brodrick, Judge.

Attest Charles Parrott, Clerk.

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Petition

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Pleas Continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the March Term A.D. 1909. Be it remembered that heretofore to-wit, on the 8th day of January, A.D. 1909, the following petition was filed with the Clerk of said Court, to-wit:

John Pfarr,
Plaintiff
Vs.
Rose Kuhlman, Philip Kuhlman, John Kuhlman and John Leonard Kuhlman,
} Court of Common Pleas, Union County, Ohio.

Petition

8863

Plaintiff says that Barbara E. Kuhlman, of the Village of Marysville, in the County of Union, and State of Ohio, was in her life-time seized in fee simple and in possession of the following described real estate, situated in the Township of Darby, County of Union and State of Ohio and in Surveys Nos. 3009, 5137, 7964 and 7218, being Division No. 3 of the lands of Seytus Kandal, deceased; and described as follows: beginning at a stone in the center of the Kandal Gravel Road and in the west line of Survey No. 4667; thence with the line of said survey, N. 4° 30' W. 75.60 poles to a stake, south east corner of Survey No. 5122; thence with the south line of same S. 56° W. 80 poles to a stake and stone, south west corner of said Survey No. 5122 and in the easterly line of Survey No. 3009; thence with said line N. 34° 30' W. 53.50 poles to a stake and stone in said line and corner to lands owned by J. M. Hoeff; thence with the Southerly line of said Hoeff's land S. 57° 30' W. 33 poles to a stone and pieces of tile, north east corner of Division No. 4 of the land of Seytus Kandal, deceased; thence with the easterly line of the same S. 32° 45' E. 118.60 poles to a stake in the center of said Kandal Gravel Road (& stone and brick bears north 32° 45' W. 8 feet); thence with the center of said gravel road N. 57° 30' E. 79 poles to the place of beginning. Containing 55 acres. Being about 24½ acres in Survey No. 3009 and 25½ acres in Surveys Nos. 5137, 7964 and 7218.

That the said Barbara E. Kuhlman, being so seized of the above described real estate, died on the 26th day of February, 1903, intestate, leaving the defendant, John Leonard Kuhlman her widower, and the defendants, Rose Kuhlman, Philip Kuhlman and John Kuhlman, and Martha S. Pfarr her only heirs at law.

That on the 30th day of July, 1908, the said Martha S. Pfarr died testate, and on the 12th day of August, 1908, her last will and testament was duly probated in the Probate Court of

Union County, Ohio, that by her said last will and testament the said Martha S. Pfarr devised all her estate both real and personal to the plaintiff, John Pfarr.

That the dower of the said John Leonard Kuhlman has never been assigned to him.

That the plaintiff John Pfarr and the defendants, Rose Kuhlman, Philip Kuhlman and John Kuhlman, are the owners of and are seized of the undivided one-fourth part each of said real estate subject to the dower estate of the defendant, John Leonard Kuhlman.

That the defendant, John Leonard Kuhlman has had the exclusive control and use of said premises since the said 26" day of February, 1905.

Plaintiff therefore prays that an accounting may be had of the rents and profits of said real estate since the said 26" day of February, 1905, against the said defendant, John Leonard Kuhlman, and that said defendant be adjudged to pay the plaintiff his proportion thereof, and that a partition of the real property above described may be made by and under the direction of this court between said plaintiff and said defendants according to their respective rights and interests therein; that his interest in said premises may be set off to him in severality; 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 can not be made without manifest injury to the value thereof, then that 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 relief as may be just and equitable.

Hoopes and Robinson.
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

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

John Pfarr.

Sworn to before me and subscribed in my presence by John Pfarr this 7" day of January, 1909.

James E. Robinson
Notary Public.

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On January 8th 1909, the following precipe was filed.

To the Clerk;

Issue Summons in the foregoing case for the defendants, Rose Kuhlman, Philip Kuhlman, John Kuhlman and John Leonard Kuhlman, direct same to the Sheriff of Union County and make same returnable according to law. Endorse Summons "Action for Partition and Accounting"

Hoopes & Robinson
Attorneys for Plaintiff.

Summons,

8863

On January 8th 1909, the following Summons was issued.

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

You are hereby commanded to notify Rose Kuhlman, Philip Kuhlman, John Kuhlman and John Leonard Kuhlman, that they have been sued by John Pfarr, in the court of Common Pleas of Union County, Ohio, and must answer by the 6th day of February, A.D. 1909, 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. 1909.

Witness my hand and the seal of said Court, this 8th day of January A.D. 1909.

Charles Parrott, Clerk.

On January 15th 1909, the following return of Summons was made,
Received this Writ January 9th A.D. 1909, at 10 O'clock, A. M.,
and on January 11th A.D. 1909, I served the within named Rose Kuhlman by personally handing her a true and certified copy of this writ with all the endorsements thereon. And on the same date I served the within named Philip Kuhlman, John Kuhlman and John Leonard Kuhlman by leaving at their usual place of residence, copies as above described.

Cad Price, Sheriff.

Demurrer

8863

On February 1st 1909, the following demurrer was filed.

John Pfarr — Plaintiff,
vs.
Rose Kuhlman et als.
Defendants.
} Court of Common Pleas, Union County, Ohio.

Defendants demurr to plaintiff's petition upon the following grounds to-wit:
1st Because the Court has no jurisdiction of the subject matter of action
2d. Because the petition does not state facts sufficient to constitute a cause of action.

A. H. Kollefrath, Atty. for defendant.

On February 6th 1909, The following answer was filed

John Pfarr, Plaintiff
Vs
Rose Kuhlman, Philip Kuhlman, John Kuhlman and John L. Kuhlman } Court of Common Pleas of Union County, Ohio.

Answer of John Leonard Kuhlman.

John Leonard Kuhlman one of the defendants in the above entitled case, admits as stated in plaintiff's petition every fact and allegation contained therein.

Defendant further answering, says that on the final distribution of the proceeds of sale of sale of the premises in the petition described.

The amount of his dower be set off to him in money.

The defendant in fullfillment of the prayer of Plaintiff says that he has received as rent for said premises for the year 1905 $100.00, For the year 1906 $100.00, For the year 1907 $125.00, For the year 1908 $125.00 Total amount received for rents $450.00

Defendant further answering says that he has expended out of said rent money and an account against the same for labor and material as follows.

Taxes from 1905 to 1909	—	$40 40/100
Fences repaired in 1905	—	15.00
Cutting Brush " "		24.00
Fence repaired " 1906		10.00
Cutting Brush and cleaning up in 1906		15.00
Labor and repair of fences in 1907		10.00
Cutting Brush and Cleaning up in 1907		20.00
Posts and repair of fence " 1908		21.00
109 rods of wire fence " 1908		32.70
Barb Wire " 1908		3.00
For straightening Barb Wire fence " 1908		5.45
For Cleaning Ditch " 1908		5.00
For Fence Repair " 1908		3.00
Total Amount		206.55.

Defendant John Leonard Kuhlman prays that his dower may be set off to him in money and that the rents and accounts therein stated be adjusted according to the just rights therein, and for all other relief and rights he may have that are just and equitable

A. H. Kollefrath.
Attorney for John Leonard Kuhlman.

The State of Ohio, Union County, SS.
John L. Kuhlman being first duly sworn, says, the facts and allegations in the forgoing answer made are true as he verily believes.

John L. Kuhlman.

Entry 8863

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Sworn to before me and subscribed in my presence by John Leonard Kuhlman this 6" day of January, 1909.

A. H. Kolllefrath,
Notary Public.

On February 6" 1909, the following entry was filed.

Entry

8863

John Pfarr – Plaintiff,
Vs.
Rose Kuhlman, et al
Defendants } Court of Common Pleas, Union County, Ohio.

And now this cause coming on to be heard upon the petition and the evidence, the court find that all the defendants have had due legal notice of the pendency and demand of said petition, and that with the exception of John Leonard Kuhlman they are in default for answer thereto.

Thereupon, the Court find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; that the said John Leonard Kuhlman, widower, is entitled to dower therein, and that subject thereto the plaintiff John Pfarr has a legal right to the one fourth of said estate, the defendant Rose Kuhlman has a legal right to the one fourth of said estate, the defendant Philip Kuhlman has a legal right to one fourth of said estate and that the defendant John Kuhlman has a legal right to the one fourth of said estate; and that the plaintiff is entitled to have partition made of said premises, as prayed for in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made, and that dower therein be assigned to the said John Leonard Kuhlman; and Benjamin L. Robinson, William G. Snodgrass and Casper Rukl, 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 John Leonard Kuhlman, 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 said dower estate.

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

the dower of the said John Leonard Kuhlman, if said estate can be divided, in manner as above.
And of his proceedings herein the said Sheriff is ordered to make due return.

On February 8 1909, the following Writ of Partition and Dower was issued.

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

Writ of Partition and Dower, 8836,

To the Sheriff of said County:
Pursuant to an order of our said Court of Common Pleas, within and for said County, at the Jan. Term, A.D. 1909, in a certain cause No. 8863 now pending in said Court, wherein John Starr is Plaintiff, and Rose Kuhlman, et als are defendants, You are commanded that without delay, by the oaths of Benjamin L. Robinson, William G. Snodgrass and Casper Kuhl three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause to be set off and assigned to John Leonard Kuhlman, widower of Barbara E. Kuhlman, late of said County, deceased, one full equal third part of the following described premises, to-wit:- Situated in the Township of Darby, County of Union and State of Ohio, and in Surveys Nos. 5009, 5137, 7964 and 7218; being Division No. 3, of the lands of Sextus Kandel, deceased; and described as follows; beginning at a stone in the center of the Kandel Gravel Road and in the West line of Survey No. 4667; thence with the line of said Survey N. 4° 30' W. 73.60 poles to a stake, South East corner of Survey No. 5122; thence with the South line of same S. 86° W. 80 poles to a stake and stone, South West corner of said Survey No. 5122 and in the easterly line of Survey No. 5009; thence with said line N. 34° 30' W. 33.50 poles to a stake and stone in said line and corner to lands owned by J. M. Neolf; thence with the Southerly line of said Neolf's land S. 57° 30' W. 33 poles to a stone and pieces of tile, Northeast corner of Division No. 4 of the land of Sextus Kandal, deceased; thence with the easterly line of the same S. 32° 45" E. 118.60 poles to a stake in the center of said Kandal Gravel Road (Stone and brick bears N. 32° 45" W. 8 feet); thence with the center of said gravel road N. 57° 30' E. 79 poles to the place of beginning. Containing 50 acres, Being about 24½ acres in Survey No. 5009 and 25½ acres in Surveys Nos. 5137, 7964, and 7218.
And that in like manner and by the like oaths of said Benjamin L. Robinson, William G. Snodgrass and Casper Kuhl 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 John Pfarr — One Fourth Part.
To Rose Kuhlman One Fourth Part.
To Philip Kuhlman One Fourth Part.
To John Kuhlman One Fourth Part.

But if said Commissioners are of the opinion that said premises can not be divided according to the demands of this writ without manifest injury to the value of the estate, you cause them to make a just valuation of the same in money, both subject to, and also free from the dower of the said John Leonard Kuhlman, 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 Common Pleas Court, this 8" day of February, 1909.

Charles Carroll, Clerk
By Hester McCrory — Deputy.

On February 11th 1909 The following Sheriff's Return was filed. As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of B. L. Robinson, Wm. G. Snodgrass and Casper Kuhl, and the said Commissioners being of the opinion that the said premises can not be divided without manifest injury, I have caused the same to be appraised, all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

Given under my hand this 10" day of February, 1909.

Cad Price — Sheriff.

Commissioner's Report

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned, Commissioners, after being first duly sworn, And upon actual view of the premises, we are of the opinion that the said premises can not be divided without manifest injury, and we do estimate the value of the same, and free from said Dower estate at Twenty Five Hundred Dollars.

Given under our hand this 10" day of February, 1909.

Commissioners — B. L. Robinson
Wm. G. Snodgrass
Casper Kuhl

On February 17th 1909, the following Order of Sale was issued.

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

Order of Sale in Partition 8863.

Pursuant to an order of our said Court of Common Pleas, within and for said County, at the January Term A.D. 1909, in a certain cause No. 8863, for Partition now pending in said Court, wherein John Pfarr, Petitioner, and Rose Kuhlman and et als. 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 Township of Darby and State of Ohio, to wit: and in Surveys Nos. 5009, 5137, 7964 and 7218; being division No. 3 of the lands of Sextus Kandal, deceased; Beginning at a stone in the center of the Kandel Gravel Road and in the West line of Survey No. 4667; thence with the line of said Survey N. 4° 30' W. 75.60 poles to a stake, South East corner of Survey No. 5122; thence with the South line of same S. 86° W. 80 poles to a stake and stone, south west corner of said Survey No. 5122 and in the Easterly line of Survey No. 5009; thence with said line N. 34° 30' W. 53.50 poles to a stake and stone in said line and corner to lands owned by J. M. Noelp; thence with the Southerly line of said Noelp's land S. 57° 30' W. 33 poles to a stone and pieces of tile North East corner of Division No. 4 of the land of Sextus Kandel, deceased; thence with the easterly line of the same S. 32° 45' E. 118.60 poles to a stake in the center of said Kandel Gravel Road (stone and brick bears N. 32° 45' W. 8 feet); thence with the center of said gravel road N. 57° 30' E. 79 poles to the place of beginning. Containing 50 acres, Being about 22½ acres in Survey No. 5009 and 25½ acres in Surveys Nos. 5137, 7964 and 7218.

Appraised as follows: at Twenty Five Hundred ($2500.00) Dollars free from the dower estate of John Leonard Kuhlman, 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 17th day of February, 1909.

Chas. Barrett,
Clerk.

On March 20th 1909 the following return of Sheriff was filed.

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 20th day of March, 1909, at One

Entry 8863.

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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 George Schwartzkopf, who bid for the same the sum of $3787.50, said sum being more than two-thirds of the appraised value; and he being the highest and best bidder he was declared the purchaser.

Cad Price
Sheriff.

On April 1st 1909, the following entry was filed.

Entry
8863.

John Pfarr
Vs
Rose Kuhlman et als. } Court of Common Pleas, Union County, Ohio.

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied upon examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, George Schwartzkopf, free of the dower of John Leonard Kuhlman.
And the said John Leonard Kuhlman having by his answer elected to receive in lieu of his dower, its value in money, the Court find the just and reasonable value thereof to be $600.88.
And the said John Leonard Kuhlman having by his answer admitted that there is due the plaintiff and the defendants for rents and profits the sum of $243.53; It is ordered adjudged and decreed that he pay to the Clerk of this Court for distribution as hereinafter provided said sum of $243.53.
And the Court coming now to the distribution of the proceeds of said sale and said rents and profits orders that the Sheriff pay:
First to the Treasurer of Union County $7.22, being the taxes and penalty due on said premises.
Second - To the Clerk of this Court the costs of this action including a Counsel Fee of $110.62, to Hoopes & Robinson for their services herein, Stayed at $157.08,
Third, To the said John Leonard Kuhlman the said sum of $600.88 for his full dower interest in said premises; and $81.15 for his interests in said rents and profits.
Fourth - And of the residue of the proceeds of said sale and said rents and profits to John Pfarr, Rose Kuhlman, Philip Kuhlman each one fourth, to-wit:- to John Pfarr $796.93, to Rose Kuhlman $796.93, to Philip Kuhlman, $796.93 and to John Kuhlman $796.93.

Attest - Charles Carroll.
Clerk.

Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1909. Be it remembered that heretofore to-wit on the 24" day of April, 1909, the following petition was filed with the Clerk of said Court, to-wit:

Petition 8908.

James D. Wood as Guardian of John C. March.
Vs
Elizabeth M. Wood
} Court of Common Pleas, Union County, Ohio.

The plaintiff James D. Wood says that he is the duly appointed and qualified guardian of the person and estate of John C. March, an imbecile.

That said John C. March has a legal right to and is seized in fee simple, as son and heir at law of Wm. G. March, deceased, of the undivided one half of the following real estate, situate in the County of Union and State of Ohio, and in the Village of Marysville, and being lots numbered 634 and 635, as shown on the recorded plat of said village.

More than a year has elapsed since the death of said Wm. G. March and his estate has been fully settled and all his debts paid.

The defendant Elizabeth M. Wood is a tenant in common with said John C. March in said premises, she being the owner of the undivided one half thereof.

The said James D. Wood further says that it is to the interest of the estate of his said ward, that the wards interest in said lands be set off to him in severality.

Wherefore the plaintiff prays that the interest of said ward in said lands be set off to him in severality, and that if said lands cannot be set off by metes and bounds without manifest injury to the value thereof then that such proceedings may be had as are authorised by law, and the Court may direct.

J. L. Cameron
Attorney for Plaintiff.

The State of Ohio Union County, SS.
James D. Wood being first duly sworn says that the facts stated in his foregoing petition are true as he believes.

J. D. Wood.

Sworn to before me and signed in my presence this 20" day of April, 1909.

J. L. Cameron.

Waiver 8908

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On April 24" 1909, The following waiver of service filed.

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

James D. Wood, as Guardian of John C. March,

Vs

Elizabeth M. Wood.

Waiver of Summons.

Elizabeth M. Wood defendant herein, hereby waives the issuing and service of summons in this cause and enters her appearance herein and consents to the partition of said real estate as prayed for in the petition.

Elizabeth M. Wood.

On April 24" 1909, The following Entry was filed.

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

James D. Wood, as Guardian of John C. March, Plaintiff

Vs

Elizabeth M. Wood,

This cause came on to be heard upon the plaintiff's Petition and the evidence, the defendant Elizabeth M. Wood, defendant, having filed herein her written waiver of summons and entered her appearance herein and consented to the partition of said premises as prayed for in the petition.

On consideration whereof, the Court finds that the allegations of the petition are true; that the said John C. March has a legal right to one half of the estate in the petition described, and is entitled to have said estate aparted as prayed for.

The Court further finds that the said James D. Wood, is the duly appointed and qualified guardian of the person and estate of said John C. March and that it will be to the interest of said wards estate to have said estate partitioned as prayed for by said guardian. The Court further finds that the Defendant Elizabeth M. Wood has a legal right to one half of said estate, being the lands described in the petition.

It is therefore ordered that a writ of partition be issued to the Sheriff of this County commanding him that by the oaths of Lanson B. Harvey; James Shirk and O. B. Davis, who are hereby appointed Commissioners for the purpose, he cause to be divided and set off to each of the named parties the portion of said estate to which he or she is herein found entitled to wit: To the said John C. March the one half thereof and to the said Elizabeth Wood the one half thereof.

And of his proceedings, said Sheriff shall make due return.

On April 24" 1909, the following Writ of Partition was issued.

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

Writ of Partition.

8908

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. 1909, in a certain cause No. 8908, now pending in said Court, wherein James D. Wood, Guardian of John C. March plaintiff, and Elizabeth M. Wood, defendant, you are commanded, that without delay by the oaths of Lanson B. Harvey, James Shirk and O. B. Davis, 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, to-wit:

Situate in the County of Union and State of Ohio, and in the Village of Marysville, and being Lots numbered 634 and 635, as shown on the recorded plat of said Village.

Among the persons named herein, and in the following proportions, to wit: To John C. March, One Half; To Elizabeth M. Wood, One Half; 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 proceeding 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 24". day of April, 1909.

Charles Carroll - Clerk.

On April 27" 1909, the following Sheriff's Return was filed.

As commanded by the foregoing Writ, I have executed the same by the oaths of Lanson B. Harvey, James Shirk, and O. B. Davis, causing partition to be made of the premises in said Writ described; all of which will appear by the report of said Commissioners, herewith returned.

Given under my hand this 27" day of April, 1909.

Cad Price - Sheriff.

By D. C. Bolenbaugh - 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 and examination of the premises in said Writ described, do make partition of said premises and set apart the same in lots as follows:

Entry

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To the said John C. March Lot No. 635 laying to the West;
And to Elizabeth M. Wood Lot No. 634 laying to the East;
We are further of the opinion that said Lot No. 634, as
allotted to said Elizabeth M. Wood is worth Forty ($40) Dollars
more than Lot No. 635 allotted to said John C. March.

Given under our hands this 27th day of April, 1909.

Commissioners. { Lanson B. Harvey
James Shirk
O. B. Davis.

On April 27th 1909, the following Sheriff's Return was filed.

As commanded by the forgoing Writ, I have executed the same by the oaths of Lanson B. Harvey, James Shirk, and O. B. Davis, causing partition to be made of the premises in said Writ described; all of which will appear by the report of said Commissioners, herewith returned. (See above Report).

Given under my hand this 27" day of April, A.D. 1909.

Cad Price - Sheriff
By D. C. Bolenbaugh - Deputy.

On May 1st 1909, The following Entry was filed.

Entry 8908

James D. Wood, as Guardian of John C. March, Plaintiff, vs. Elizabeth M. Wood - Defendant. } Court of Common Pleas, Union County, Ohio. Confirmation of Sale.

This cause came on to be heard upon the report of the Sheriff and the Commissioners of their proceedings under the writ of Partition herein and upon motion of the plaintiff to confirm the same; and upon due consideration the Court finds that said proceedings have been in all respects correct and lawful, and that the said Elizabeth M. Wood has paid to said plaintiff as Guardian the sum of Forty Dollars, so as to equalize the value of said lots, so that by receiving said lot No. 635, and Forty Dollars in money, the said partition is just and equitable, and the same is approved and confirmed.

And it is ordered and decreed that said parties hold in severality the portions of said estate so set off and assigned to them respectively, to-wit; that the said John C. March have and hold in severality said Lot No. 635, and the said Elizabeth M. Wood, have and hold in severality said lot No. 634.

It is further ordered that the costs of this action, including a fee of $25.00 for J. L. Cameron attorney for plaintiff for services herein, be paid by said parties to-wit; - the plaintiff as such guardian, one half thereof, and the said Elizabeth M. Wood one half thereof.

And it is ordered that a copy of this decree, or as much thereof as may be necessary to show the partition of said lands, be certified to the Recorder of said County for record.

Attest - Charles Parrott

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable, John M. Brodrick, Judge of the said Court at the March Term, A.D. 1909, Be it remembered that heretofore to wit, on the 12th day of March, 1909, the following Petition was filed with the Clerk of said Court, to wit:

J. Roger Poling – Plaintiff.
Vs.
William Henry Poling, John Poling, Fletcher Poling, Orpha Burton, Luke Burton, Arthur and Earl Poling, minors, and Adeline Poling their Guardian and former wife of Theodore Poling, Roda Poling Ida Poling, Alma Poling and Mary Poling, Defendants.

Petition 8890

Court of Common Pleas, Union County, Ohio.

Plaintiff says that he has a legal right and is seized in fee simple as a son, and one of the heirs at law of Theodore Poling, deceased, of the undivided two sevenths part, (One seventh being by inheritance, and one seventh by purchase) of the following real estate in the Township of Allen, County of Union, and in the State of Ohio, and part of Survey No. 2875, and bounded and described as follows:

Commencing at a stone in the center of the Spain road (and N. 33°. 30', W. 11-83/100 poles from the stone at the angle in said road) at the North West corner of George Pavers lands; Thence with the center of said road N. 33° 30' W. 82-70/100 poles to a stone at the South West Corner of J. and J. J. Barkers lands; Thence with the South line of said lands N. 56° 30' E. 101-45/100 poles to a stone in the East line of said Survey, S. 33° 30' E. 82-70/100 poles to a stone at the North East Corner of said George Pavers lands; Thence with the North line of said lands, S. 56° 30' W. 101 45/100 poles to the place of beginning containing 50 acres more or less.

For a more complete description, said plaintiff asks, that a surveyor may be appointed by the Court, and a new description be made.

That all debts and claims against the estate of said Theodore Poling, deceased, are paid and said deceased died intestate, Jan. 19th A.D. 1909.

The defendant Adeline Poling, former wife of Theodore Poling being divorced, is not entitled to dower, or any interest in said estate.

The defendants William Henry Poling, John Poling, Fletcher Poling, Orpha Burton, Luke Burton, Arthur Poling.

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(a minor) and Earl Poling (a minor) and the last two named minors, being all the legal representatives of their Father Edward Poling, deceased, a son of Theodore Poling, deceased, and the widow of said Edward Poling also being dead. The within named defendants, and plaintiff being all the legal representatives, and heirs at law of Theodore Poling deceased, except Ottie Poling, who, deeded his undivided interest to J. Roger Poling, the plaintiff in this action, in the year 1 . (See Deed record, Union County, Ohio., Vol. page)

The said named parties having an interest in said estate in the following proportions:

1st. Two sevenths belonging to the plaintiff J. Roger Poling and Roda Poling his wife, who resides at Piqua, Ohio, a son of Theodore Poling, deceased.

2. One Seventh belonging to William Henry Poling and Ida Poling his wife a son of Theodore Poling, deceased, who resides at Lima, Ohio.

3. One seventh belonging to Fletcher Poling and Alma Poling his wife, a son of Theodore Poling, deceased who resides at Piqua, Ohio.

4th. One Seventh belonging to Orpha Burton, who is a daughter of Theadore Poling, and is intermarried with one Luke Burton, who resides at Miami County, Ohio.

5th. One Fourteenth belonging to Arthur Poling (a minor) being a son of Edward Poling, deceased, and said Edward being a son of Theodore Poling deceased. The said Adeline Poling who has been duly appointed guardian of Arthur Poling, by the Probate Court, of Miami County, Ohio, and said minor and guardian who now resides in Miami County, Ohio.

6th. One Fourteenth belonging to Earl Poling (a minor) being a son of Edward Poling, deceased, and said Edward being a son of Theodore Poling deceased. The said Adeline Poling who has been duly appointed guardian of Arthur Poling, by the Probate Court of Miami County, Ohio, and the said minor and guardian who now resides in Miami County, Ohio.

7th One Seventh belonging to John Poling, and Mary Poling his wife, who resides at Lima, Ohio.

Plaintiff prays that a partition of real estate above described may be made by and under the terms of this Court, and between said plaintiff, and said defendants according to their respective rights and interest herein; That his interest in said premises may be set off to him in severality; that Commissioners may be appointed by the Court for the purpose of making such partition; or in case the partition of said premises can not be made without manifest injury to the value thereof, then the said premises may be sold by and under the directions of

this Court free of rights of all persons, parties to this suit, and that the proceeds of the sale may be distributed to the parties thereto in Lieu of their respective parts and proportions of the estate, according to their just rights therein, and the plaintiff may have such other relief as may be just and equitable.

John L. Longhrey
Attorney for the plaintiff.

State of Ohio, Union Co. SS.
John L. Longhrey, attorney for said plaintiff J. Roger Poling, (he being a non resident) being sworn makes oath that the facts stated in the foregoing petition are true as he believes.

John L. Longhrey.

Sworn to by the said John L. Longhrey, before me, and signed by him in my presence, this 12th day of March, 1909.

James E. Robinson
Notary Public, Union County, Ohio.

Precipe

To the Clerk:

Issue a summons upon the petition in the above entitled case, directed to the Sheriff of Miami County, Ohio, and have served upon the defendants Arthur Poling, and Earl Poling both minors, and also upon Adeline Poling as a defendant and guardian of said minors.

Endorse: "Action, Petition for Partition of land."

John L. Longhrey
Attorney for Plaintiff.

On March 22nd 1909 The following Waiver of Summons was filed.

J. Roger Poling, Plaintiff.
Vs
William Henry Poling, John Poling, Fletcher Poling, Orpha Burton, Luke Burton, Arthur and Earl Poling, minors, and Adeline Poling their Guardian and former wife of Theodore Poling, now Adaline Poling Carmean, Roda Poling, Ida Poling, Alma Poling and Mary Poling
Defendants
In Common Pleas Court.

Waiver

8890

We the undersigned, hereby waive the issuing and service of Summons in the foregoing proceeding, and hereby voluntarily enter our appearance herein.

Roda Poling, William Henry his + mark Poling, Luke Burton, Fletcher Poling, Orpha Burton, Ida Poling, John + mark Poling, Alma Poling, Mrs Adaline Poling Carmean, and Mary Poling.

Summons

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On the 13" day of March, 1909, the following summons was issued.

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

You are hereby commanded to notify Arthur Poling, Earl Poling, and Adeline Poling as a defendant and Guardian of said Arthur Poling and Earl Poling minors, that they have been sued by J. Roger Poling, in the Court of Common Pleas of Union County and must answer by the 10" day of April A.D. 1909, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

Summons 8890

You will make due return of this summons on the 22d day of March, A.D. 1909.

Witness my hand and the seal of said Court this 13" day of March, A.D. 1909.

Charles Parrott
Clerk.

On March 22d 1909, The following return of Summons was filed.

The State of Ohio,
Miami County, SS.

Received this writ March 15" A.D. 1909, at 9 O'clock, A.M. and served same by handing to the within named Adeline Poling as a defendant, and Arthur Poling and Earl Poling both minors and Adaline Poling, Guardian of said Arthur Poling and Earl Poling, minors, all personally on March 19th 1909.

R. H. Gibson, Sheriff of Miami County.
By P.W. Moyer - Deputy.

On April 13" 1909, the following Entry was filed.

March Term, 1909.

Entry 8890

J. Roger Poling - Plaintiff,
Vs.
William Henry Poling, John Poling, Fletcher Poling, Orph Burton, Luke Burton, Arthur and Earl Poling, Adeline Poling, Roda Poling, Ida Poling, Alma Poling and Mary Poling, Defendants

} Court of Common Pleas, Union County, Ohio.
} In Partition.

And now came the said J. Roger Poling by John L. Longhrey his Attorney, and thereupon this cause came on to be heard, upon the petition and evidence, and was argued by counsel; on consideration whereof, the Court do find that due notice of the pendency of this action has been given to all the defendants herein, as required by law; and the Court do further find that said J. Roger Poling has a legal right to and is seized in Fee Simple of Two Sevenths (2/7) part of the said premises; and the Court

do further find that the said William Henry Poling, Fletcher Poling, Orph Burton, Luke Burton, husband and wife, Arthur Poling (a minor), and Earl Poling (a minor), are tenants in common in said premises with the said plaintiff in the following proportions, to wit: That the said Adeline Poling is seized of no dower (being Divorced) part thereof; the said J. Roger Poling is seized of Two Sevenths (2/7) part thereof; the said William Henry Poling and his wife Ida Poling is seized of One Seventh (1/7) part thereof; the said Fletcher Poling and his wife Alma Poling is seized of One Seventh (1/7) part thereof; the said Orpha Burton and Luke Burton husband and wife, seized of One Seventh (1/7) part thereof; the said Arthur Poling (minor) seized of One Fourteenth (1/14) part thereof; the said Earl Poling (Minor) seized of One Fourteenth (1/14) part thereof; the said John Poling and Mary Poling his wife are seized of One Seventh (1/7) part thereof?

It is therefore ordered that a Writ of Partition issue to the Sheriff of said County of Union commanding him that by the oaths of L.B. Harvey, Warren Crothers and J. Walter Kennedy partition be made of said lands, and in the following proportions to-wit:- J. Roger Poling Two (2/7) Seventhe and his wife Roda Poling; William Henry Poling, One, (1/7) Seventh, and wife Ida Poling; Fletcher Poling One (1/7) Seventh, and wife Alma Poling; Orpha Burton and Luke Burton, One (1/7) Seventh; Arthur Poling (minor) One (1/14) fourteenth; Earl Poling (Minor) One (1/14) fourteenth; John Poling, One (1/7) Seventh, and his wife Mary Poling. And it is further ordered, that the Sheriff return his proceedings in the premises, (forthwith)

April 14th 1909. O.K. John M. Broderick, Judge.

On April 14" 1909, the following Writ of Partition was issued.

Writ of Partition

8890

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 March Term, A.D. 1909, in a certain cause No. 8890, now pending in said Court, wherein J. Roger Poling et al, Plaintiff, and William Henry Poling et al defendants, you are commanded, that without delay by the oaths of Warren Crothers, J. Walter Kennedy and Harrison McVey, 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, to wit: Situated in the Township of Allen, County of Union, and State of Ohio, Being part of Survey No. 2875, and bounded and described as follows, Commencing at a stone in the center of the Spain road (and N. 33 degs. 30 Min W. 11-83/100 poles from

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the stone in the angil in said road) at the North West corner of George Rovers lands; thence with the center of said road 33 deg. 30 min. W. 82-70/100 poles to a stone at the S. W. corner of J. and J. J. Barker's land; thence with the South line of said lands N. 56 deg. 30 min. E. 101-45/100 poles to a stone in the last line of said Survey S. 33 deg. 30 min. E. 82-70/100 poles to a stone at the North last corner of said George Rovers lands; thence with the North line of said lands S. 56 deg. 30 min. W. 101-45/100 poles to the place of beginning, containing fifty (50) acres more or less.

Among the persons named herein, and in the following proportions, to-wit: To J. Roger Poling Two Sevenths 2/7 part.
To William Henry Poling One Seventh 1/7 part.
To Fleteher Poling One Seventh 1/7 part.
To Orpha Burton and Luke Burton, (Husband and Wife) One Seventh part.
To Arthur Poling (minor) One Fourteenth 1/14 part.
To Earl Poling (Minor) One Fourteenth 1/14 part.
To John Poling One Seventh part.

But if the said Commissioners are of opinion that said prenises 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 14" day of April, 1909.

Chas. Parrott Clerk.

On April 14" 1909 the following return of Sheriff was filed. As commanded by the foregoing Writ, I have executed the same by the oaths of Warren Crothers, J. Walter Kennedy and Harrison McVey; 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 14" day of April, 1909.

Cad Price. Sheriff

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 this writ without manifest injury to value thereof, and we do estimate the value of the same at Fifteen Hundred and Fifty Dollars, $1550.00 Given under our hands this 14" day of April 1909,

Warren Crothers, J. Walter Kennedy and Harrison McVey - Commissioners.

On April 15th 1909, the following entry was filed.

J. Roger Poling
Vs.
William Henry Poling et al } Court of Common Pleas, Union County Ohio.
Decree of Confirmation, Distribution and Election.

Entry

8890.

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 the said estate could not be divided by metes and bounds without injury to the value thereof, and have made and returned their appraisement of said estate at ($1530.00) Fifteen Hundred and Fifty Dollars, 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 J. Roger Poling has elected to take the said estate at its appraised value, and has paid to the Clerk of this Court the costs of this case, attorney fees to John L. Loughrey, and to the other parties herein their respective proportions of its appraised value, the said estate is hereby adjudged to the said J. Roger Poling; and the Sheriff is ordered to execute a deed to him therefor.

Attest- Chas. Parrott, Clerk.

Petition.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 12th Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John M. Brodrick, Judge of the said Court, at the March Term, A.D. 1909, Be it remembered that heretofore to-wit; on the 18th day of January A.D. 1909, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition.	George Lyon. Plaintiff Vs The Unknown heirs of Benjamin Lyon, Deceased	In the Court of Common Pleas of Union County, Ohio.

8872

Now comes the plaintiff and for his cause of action says: That he is the owner in fee simple and in the possession of the following described real estate, situate in the County of Union and in the State of Ohio, and in the Township of Union and a part of Survey 14192, and bounded and described as follows:- Beginning at a stake corner to the lands of C. J. Johnson and the Southerly Corner to said Survey 14192 and in the northerly line of Survey #4278; thence with the northerly line of said Survey 4278 North 67° 30' West 45 1/2 poles to a stake in the Easterly line of the C.C.C. & St. L. Ry. right of way; thence with the easterly line of said right of way North 41° 15" East 33 1/4 poles to a stake in the line of C. A. Boylan's land and in the westerly line of Survey No. 4071 and the easterly line of Survey No. 14192; thence with the easterly line of said Survey No. 14192, South 7° East 57 1/2 poles, passing a stone at 29 1/2 poles in the Westerly margin of the Marysville and Milford Center Gravel Road to the place of beginning. Containing Seven (7) acres of land more or less.

That the defendants claim an interest in said lands, adverse to the plaintiff's rights by reason of the following state of facts: prior to the year 1857 said Benjamin Lyon and Mary Lyon were husband and wife, living upon said lands above described and the title to said lands was in the said Benjamin Lyon, he having purchased the same some years prior thereto, together with other lands adjoining the same. There were then two children born of said marriage and living with said Benjamin and Mary Lyon; to-wit; Martha J. Lyon and this plaintiff George Lyon. On the 1st day of July, 1857, the said Benjamin Lyon and Mary Lyon being unable longer to live together, entered into an agreement whereby they adjusted the property rights between them, which agreement was in words and figures as follows;

Article Of Agreement entered into this first day of July. A.D. 1857, between Benjamin Lyon and Mary Lyon. The said Benjamin Lyon agrees to give the said Mary Lyon all of the land lying on the Southeast side of the Rail Road, including the house in which they now live, to have and to hold the same, for her own use during her natural life, and the said Mary Lyon agrees to provide for herself and the two children, George and Martha J. Lyon. And the said Mary Lyon hereby agrees that the said Benjamin Lyon may have and dispose of as he sees fit, all the land lying North west of the Rail Road. The said Benjamin Lyon agrees to give to George Lyon a general Warranty deed of the aforesaid land lying on the South East side of the Rail Road at the decease of said Mary Lyon.

In Witness Whereof, the said Benjamin Lyon and Mary Lyon have hereunto set their hands the day and year above written.

Attest, Andrew Keyes.
Mary Lyon name written
by Abram Whelpley at her request.

Benjamin Lyon
Mary Lyon.

After the making of said agreement the said Mary Lyon entered into the possession of the lands given her by said contract, which are the same lands heretofore described in said petition and held the open, notorious, uninterrupted and continuous possession of the same, paying all the taxes, assessments and costs of repairs on the same, and fully complying with all the terms of said contract on her part to be performed, up to the time of her death, which occurred on the— day of— A.D. 18—.

The said Benjamin Lyon also took possession of the lands set off to him in said contract and afterwards sold the same, the said Mary Lyon joining with him in said deed, in order to complete the title to the purchaser. After the sale of said lands the said Benjamin Lyon went West and wholly failed, neglected and refused to comply with the terms of said contract and make a deed of General Warranty to said lands to the said Martha J. Lyons, and this plaintiff George Lyon, as by the terms of said contract he was bound to do.

The said Martha J. Lyon died on the— day of— A.D. 18—, unmarried and without issue, and this plaintiff is her sole and only heir at law, as well as the sole and only heir at law of the said Mary Lyon.

After the death of the said Mary Lyon, this plaintiff entered into possession of said lands under his right by reason of said contract and inheritance and has held the open, notorious, adverse and continuance possession of the same, paying all the taxes and assessments upon the same and has ever since said date held such possession of said lands.

Affidavit

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This plaintiff says that he is informed and believes that after the death of said Mary Lyon the said Benjamin Lyon re-married in the west and that issue were born of said marriage, but this defendand is unable to discover the names or addresses of any of the heirs of said Benjamin Lyon after diligent search for the same and the names and adresses of said heirs of said Benjamin Lyon are to this plaintiff unknown.

Plaintiff therefore says that any claims of the said defendants to an interest in the lands heretofore described may be adjudged null and void, and that his titles to said lands may be adjudged null and void, and that his title to said lands may be quieted and for such other and further relief as to the Court may seem proper.

McCrory and Cameron.
Attorneys for plaintiff.

State of Ohio, Union County, SS.
George Lyon, being first duly sworn, says that he is the plaintiff above named and that the allegations of the foregoing petition are true as he verily believes.

George Lyon.

Subscribed in my presence and sworn to before me this 16" day of January, A.D. 1909.

C.W. McAdow.
Notary Public in and for Union County, Ohio.

On January 18" 1909, the following Affidavit was filed

In The Court Of Common Pleas Of Union County, Ohio.

Affidavit 8872

George Lyon — Plaintiff,
vs.
The Unknown Heirs of Benjamin Lyon, Deceased. Defendants

} Affidavit for Publication

The State of Ohio, Union County, SS.
George Lyon, being first duly sworn, says that he is the plaintiff in the above entitled action, and that the names and residence of the heirs of the said Benjamin Lyon, are unknown to him and cannot be discovered after diligent search and further he saith not.

George Lyon

Subscribed by said George Lyon in my presence and sworn to by him before me this 16" day of January, A.D. 1909.

C.W. McAdow.
Notary Public in and for Union County, Ohio.

On January 18" 1909, The following Entry was filed.

In The Court Of Common Pleas Of Union County, Ohio.

George Lyon — Plaintiff.
Vs.
The Unknown Heirs of
Benjamin Lyon, Deceased,
Defendants
} Entry.

Entry
8872

On the motion of the said George Lyon, By McCrory and Cameron his attorneys, and it appearing to the Court by the affidavit of the said George Lyon, filed herein, that the names and residences of the said Benjamin Lyon are unknown to the said plaintiff, it is therefore ordered that the said plaintiff cause a notice, containing the substance and prayer of the petition and of the pendancy of this action, to be published for six consecutive weeks in the Milford Center Ohioan, a newspaper printed and of general circulation in this County, informing the unknown heirs of the said Benjamin Lyon that they must appear and answer said petition, on or before the third Saturday next after the day of the last or sixth publication.

John M. Brodrick
Judge of the Court of Common Pleas.

On March 9th 1909, the following Legal Notice was filed.

Legal
Notice

8872

The unknown heirs of Benjamin Lyon, deceased, whose place of residence is also unknown, will take notice that George Lyon, of the County of Union, in the State of Ohio, did on the 18" day of January, A. D. 1909, file his petition in the Court of Common Pleas, within and for said County of Union, in the State of Ohio, against the said unknown Heirs of said Benjamin Lyon, defendants setting forth that he is the owner in fee simple of and in possession of the following described real estate, situate in the County of Union and State of Ohio, and in the township of Union, and a part of Survey No. 14192, bounded and described as follows:

Beginning at a stake corner to the lands of C. J. Johnson and the Southerly corner of said Survey No. 14192 and in the Northerly line of Survey No. 4278: thence with the Northerly line of said survey No. 4278. North 67° 30' West 45½ poles to a stake in the Easterly line of the C. C. C. & St. L. Ry. right of way; thence with the Easterly line of said right of way South 41° 15" E. 53¼ poles to a stake in the line of A. A. Boylan's land and in the Westerly line of Survey No. 4071 and the Easterly line of Survey No. 14192; thence with the Easterly line of said Survey No. 14192 South 7° East 57½

Entry
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poles, passing a stone at 29 1/2 poles in the Westerly margin of the Marysville and Milford Center Gravel Road, to the place of beginning. Containing 7 acres of land more or less.

That the defendants as heirs of said Benjamin Lyon claim an interest in said lands, adverse to the rights of the said plaintiff. That by reason of a contract made and entered into between said Benjamin Lyon and Mary Lyon, which contract is set forth in full in said petition and the fact that the plaintiff is the sole and only heir of said Mary Lyon and Martha J. Lyon both of whom are deceased and by reason of the fact that said Mary Lyon and the plaintiff have held the open, notorious and adverse and continuance possession of said lands since the year 1857 paying all the taxes and assessments upon the same, this plaintiff claims to be the sole and only owner of said lands and prays that the claim of said defendants may be declared null and void and that his title to said lands may be quieted and for all proper relief. And the said the unknown heirs of the said Benjamin Lyon, deceased are notified that they are required to appear and answer said petition, on or before the third Saturday after the 4th day of March A.D. 1909, next; or the allegations of said petition will be taken as confessed by them to be true.

George Lyon.

McCrory and Cameron Attorneys for plaintiff.

Proof of Publication.

State of Ohio Union County.

The undersigned being duly sworn, says that the copy of the annexed notice was published for 6 consecutive weeks in the Milford Center Ohioan a newspaper of general circulation in the County of Union, said publication beginning with issue of January 21st 1909.

C. L. Lawson.

Sworn to and subscribed before me this 24th day of February, 1909.

C. W. McAdow
Notary Public.

On June 26th 1909, The following Entry was filed.

Entry

8872

In The Court Of Common Pleas, Union County, Ohio.

George Lyon = Plaintiff
vs.
The Unknown Heirs of
Benjamin Lyon - deceased, Defendants

} Entry of Decree Quieting Title.

This day this cause came on to be heard upon the pleadings and evidence, and the defendant being in default for answer or demurrer, the Court finds that the allegations of the petition are

confessed by them to be true;

The Court further finds that at the time of the bringing of this action, the said plaintiff was in possession of the real estate described in the petition, and that he had the legal estate in and was entitled to the possession of the same. That the said Benjamin Lyon and Mary Lyon did enter into the contract as set forth in the petition herein, and that the said Mary Lyon fully performed all the terms of the same on her part to be performed, and that said Mary Lyon and this plaintiff have been in the continuous, open, notorious and uninterrupted possession of said lands for more than 21 years last past. That the said George Lyon is entitled to have a specific performance of said contract and that none of the defendants have any estate in, or are entitled to the possession of said real estate, or any part thereof and that the plaintiff ought to have his title quieted as against said defendants, as prayed for in his petition.

It is therefore ordered, adjudged and decreed, that the title and possession of the said George Lyon, to all and singular the premises described in the petition, to-wit:- Beginning at a stake corner to the lands of C. J. Johnson and the Southerly corner to said Survey No. 14192, and in the Northerly line of Survey No. 4278; Thence with the northerly line of said Survey No. 4278 North 67° 30' West 45 1/2 poles to a stake in the Easterly line of the C.C.C.& St. L. Ry. right of way; Thence with the Easterly line of said right of way North 41° 15' East 53 1/4 poles to a stake in the line of A. A. Boylan's land and in the Westerly line of Survey No. 4071 and the Easterly line of Survey No. 14192; Thence with the Easterly line of said Survey No. 14192, South 7° East 57 1/2 poles, passing a stone at 29 1/2 poles in the Westerly margin of the Marysville and Milford Center Gravel Road to the place of beginning. Containing 7 acres of land more or less, said lands being situate in the township of Union, County of Union and State of Ohio, and a part of Survey No. 14192. Be and the same are hereby, quieted as against the defendants, and each and every one of them, and all persons claiming under them or any of them, and they are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of the said George Lyon, his heirs and assigns thereto; and it is ordered that the plaintiff pay the costs herein taxed at ——

J. M. Brodrick
Judge.

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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 Boston G. Young Judge of the said Court, at the March Term, A. D. 1909, Be it remembered that heretofore to-wit: on the 11th day of August, A.D. 1908 the following Petition was filed with the Clerk of said Court, to-wit:

Jeremiah Poling — Plaintiff
Vs.
James D. Poling, Jane McGill, Jesse B. Poling, Sylvester M. Lentz, Creed M. Board, Silvam H. Poling, Sarah E. Fowler, Savannah Bergantine — Defendants

Petition 8797. — Court of Common Pleas, Union County, Ohio.

The plaintiff says that on or about the 22nd day of March 1893, one Joseph Poling departed this life leaving Phoebe Poling his widow, and the following named children his only heirs at law and legal representatives to-wit: Jesse B. Poling, Silvam H. Poling, Jeremiah Poling and James D. Poling his sons and Jane McGill, Catharine Board, Sarah E. Fowler and Savannah Bergantine his daughters, and since his death Catharine Board has died, leaving Sylvester M. Lentz and Creed M. Board her only heirs and legal representatives, she died intestate.

Said Joseph Poling died seized in fee simple of the following described Real estate situate within the said county of Union and State of Ohio, and bounded and described as follows:

First Tract: Being part of Survey No. 2875, Beginning at two elms in the lower line of the Survey and 166 poles from the S. W. corner thereof; Thence N. 30° W. 64 poles to a stone; Thence S. 52° W. 22 3/4 poles to a white ash; Thence N. 38° W. 67 poles to a stone; Thence N. 52° E. 144 poles to a stone; Thence S. 38° E. 132 4/5 poles to a stake; Thence S. 52° W. 123 1/4 poles to the beginning. Containing one hundred and ten acres and 91 poles.

Second Tract: — Being part of Survey No. 2983, beginning at a stake in the center of the road leading from Marysville to Middleburg and in James Stillings line; Thence with Stillings line N. 37° W. 75 poles to two ashes and a hickory; Thence N. 31° 30' E. 82 1/2 poles to a sugar, ash and hickory, Thence S. 37° E. 105 poles to a stake in the center of said Road, and thence with the center of said road to the beginning. Containing 48 Acres more or less.

The said Joseph Poling was seized of said lands prior to the year 1870, and on the 8th day of February, 1870, he made his last Will and Testament which is in the words and figures following to-wit:

"In View of the uncertainty of life, I, Joseph Poling Sr. of Union County, Ohio, in order to work a satisfactory

division of my worldly goods, I make the following Will:
Item:- Having given my older children as I have been able I give to my wife Phoebe Poling, so long as she lives the whole of my property personal and real which I may have at my death, requiring her, however to pay my debts and funeral expenses, and pay to my daughters Savannah and Sarah Elizabeth, each the sum of four hundred dollars, unless I shall pay them that sum, which I expect to do by giving them my notes and paying them as fast as I can, and if I pay it before I die, then my wife is not to pay them out of my property.
"2." After the death of my wife, I give all that may remain unconsumed to my two sons, Jeremiah Poling and James D. Poling, to be divided equally between them, all my estate real and personal and I require them to pay to said daughters said four hundred dollars each, provided that I and their mother fail to pay it in our life time; My will being that after the payment of my debts and support of my wife and the payment of said four hundred dollars to my said daughters each, the balance shall be divided equally between my two youngest sons aforesaid.
I appoint my said wife the executrix of my will and do not wish any sale of my property unless she prefers it.
Witness my hand this 8" day of February, 1870.
Joseph Poling.

The Plaintiff and the said James D. Poling are the two younger sons named in said will and at the time of its execution were both unmarried and living at home with their father, and so continued until about the 3 day of June, 1877 when the said James D. Poling married and afterwards expressed to his father a desire to leave the farm and "gowest" it being his intention to remove to the State of Kansas; and thereupon the said James D. Poling, who had full knowledge of the provisions made for him in said Will, and his father adjusted their business affairs and the said James D. Poling executed and delivered to his father a receipt and paper writing in the words and figures following to-wit:

February 21st, 1881.
I have this day received in full my share of my father's estate.
James D. Poling.
Mary A. Poling.

Said Joseph Poling made such adjustment with his son James D. Poling, and accepted said paper writing as a full settlement of the provisions of said will in favor of said James D. Poling and with the full intention and understanding that the provisions of said will in favor of

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said James was cancelled and annulled and that it was not necessary to change said Will itself. It being the intention of said Joseph Poling to leave the Plaintiff as sole residuary legatee under said Will.

The said James D. Poling made such adjustment and received the portion his father had given him, and made said paper writing with the intention of annulling the provisions of said Will so far as he was concerned, and the said James shortly afterwards did depart for the State of Kansas and remained there until after his Father's death, but this Plaintiff remained with and near his father as long as he lived.

The said Joseph Poling died in the year 1893 as before stated, and after his death his widow the said Phoebe Poling remained in the possession of said lands, until the time of her death, which was on the 29th day of May, 1908.

The Plaintiff avers that by reason of the settlement with said James D. Poling aforesaid, it left the Plaintiff the sole residuary legatee under said will. Said Will was duly admitted to probate and recorded by the probate court of said County of Union on or about the 8th day of April, 1893.

Regardless of his said settlement and receipt, the said James Poling now makes claim to one half said estate under the provisions of said will, and the other defendants above named also make some claim to said real estate, but this Plaintiff avers that they have no estate or interest in the same.

The sum of four hundred dollars, which by the provisions of said will was to be paid to said daughters, Susannah and Sarah Elizabeth, was paid to each of them before the death of their brother and their legacy has been satisfied.

The Plaintiff makes the said James D. Poling and the other children and grand children of said Joseph Poling parties hereto and they are required to answer and set up such claims as they or either of them may wish to assert, or be forever barred from interfering with the Plaintiff in said estate.

The Plaintiff asks the Court to construe the said will and the effect of said settlement, and to declare this Plaintiff to be the sole residuary legatee, and that his title to the whole of said estate may be quieted and put at rest; but if in the opinion of the Court the said James D. Poling, or any of the other defendants, has any estate or interest in said premises, then that such interest may be determined, and that the Plaintiff may have partition of said estate and hold his interest in severality, and for all such other and further relief as the nature of the case may require.

J. L. Cameron and James McCampbell
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.
Jeremiah Poling, Plaintiff being first duly sworn says, That the facts stated and allegations made in his foregoing petition are true as he verily believes.
Jeremiah Poling.

Sworn to before me and signed in my presence this 11" day of August, 1908
James McCampbell
Notary Public.

On August 11" 1908, The following Precipe was filed.
Court of Common Pleas, Union County, Ohio.

Precipe
Jeremiah Poling, }
vs. } To the Clerk of Said Court.
8797 James D. Poling }
Issue Summons in the above entitled cause for Jesse B. Poling, Sylvester M. Lentz, Creed M. Bord, Siloam H. Poling, Sarah E. Fowler, Savannah Bergantine and James D. Poling. directed to the Sheriff of Union County, Ohio, returnable according to law.
James McCampbell.
An Attorney for Plaintiff.

On August 11" 1908, The following Summons was issued.
The State of Ohio, Union County;
To the Sheziff of Union County:
Summons
You are hereby commanded to notify Jesse B. Poling, Sylvester M. Lentz, Creed M. Bord, Siloam H. Poling, Sarah E. Fowler,
8797 Savannah Bergantine and James D. Poling that they have been sued by Jeremiah Poling in the Court of Common Pleas of Union County and must answer by the 12" day of September A.D. 1908, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 24" day of August A.D. 1908.
Witness my hand and the seal of said Court, this 11" day of August, A.D. 1909. (Seal.) Charles Parrott, Clerk.

On August 19" 1909, The following return of Summons was filed
State of Ohio, Union County, ss.
Received this writ August 13," A.D. 1908, at 9 O'clock A. M. and on August 18" 1908 I served same by personally handing the within named Jesse B. Poling, Sylvester M. Lentz, Creed M. Bord, Siloam H. Poling, Sarah E. Fowler, Savannah Bergantine and James D. Poling true and certified copies of this writ with all the endorsements thereon
W. C. Bolenbaugh - Sheriff.

Precipe
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On August 11" 1908, The following precipe was filed.

Precipe

8797

Jeremiah Poling,
Vs.
James D. Poling et al

Court of Common Pleas, Union County, Ohio.

To the Clerk of said Court:
Issue Summons in the above entitled case for Jane McGill, directed to the Sheriff of Putnam County, Ohio, returnable according to law.

James McCampbell,
An Attorney for Plaintiff.

On August 11" 1908 The following Summons was issued.

Summons

8797

The State of Ohio, Union County,
To the Sheriff of Putnam County:
You are hereby commanded to notify Jane McGill, that she has been sued by Jeremiah Poling in the Court of Common Pleas of Union County, Ohio, and must answer by the 12" day of September, A.D. 1908, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 24" day of August, A.D. 1908.
Witness my hand and the Seal of said Court this 11" day of August, A.D. 1908, (Seal.)

Charles Rush, Clerk.

On August 14" 1908, The following Sheriff's return was filed.
The State of Ohio, Putnam County, ss.
Received this writ August 12" A.D. 1908, at 8-30 Oclock, A. M. and on the 13" day of August, A.D. 1908, I served this writ by personally delivering to the within named defendant Jane McGill a true and certified copy of this writ with all the endorsements thereon.

Joseph Grink, Sheriff.

On December 4" 1908, The following Answer was filed.

Answer

8797.

Jeremiah Poling – Plaintiff
Vs.
James D. Poling et al, Defendants

Court of Common Pleas of Union County, Ohio.

Now comes James D. Poling, one of the defendants herein and for his answer to the Plaintiff's Petition herein says, that he admits that Joseph Poling died seized of the real estate described in the petition, on the day therein set forth and that he left Phoebe Poling, his widow, and the children and heirs at law as named in said petition. That the said Joseph Poling made his last Will and Testament in the words and figures, as in the petition set forth and that said Will was duly admitted to Probate in the Probate Court of Union County, Ohio, on the 8" day of April A.D. 1903. That the said Phoebe Poling, widow, died, on the 19" day of May, 1908. This defendant admits that he signed the paper writing set forth in said petition,

purporting to be a receipt for his share in his said Fathers estate, but he denies that he at that time received any portion of his said fathers Estate or any payment for said receipt or that the same was in any manner intended as a bar to any of the rights of the said defendant under said Will or as a full or partial settlement of this defendants share of his said father's Estate. This defendant denies each and every other allegation in said petition contained not herein expressly admitted to be true.

Further answering and by way of cross-petition this defendant says; that at the time of the making of said Will by his father, to-wit on the 8th day of February, 1870. the Plaintiff Jeremiah Poling was about the age of 19 years and this defendant James D. Poling was about the age of 16 years and both were living at home with their father as were also his sisters Savannah and Elizabeth. That the Plaintiff and this defendant farmed the lands described in the petition with their said father who was then about 62 Years of age. That on or about the year 1872 the said Plaintiff and this defendant, together with their sister Savannah, purchased about 227 acres of land in the State of Tennessee, the title being taken in the name of the three children above named.

That on the 26th day of April 1879, this land was traded to Israel Lotten for 90 Acres of land in Survey No. 2669 in Allen Township Union County, Ohio, the said Savannah being paid off for her interest in said Tennessee land and the title to said 90 acres being taken in the names of Jeremiah and James D. Poling. The said Jeremiah and James D. Poling paid in addition for said lands about $300. The said Jeremiah and James D. Poling also purchased of Henry and Josephine Cline 51 acres and 65 poles of land in Survey No. 2875 in Allen Township on the 14th day of April 1875. The said Jeremiah and James D. Poling cultivated and controlled said lands as partners as well as assisting their father in the cultivation of the home farm until the close of the year 1880. On December 24th 1880, they sold the 90 Acres before mentioned to Wm C. and John Wood, and upon the 11th day of February 1881 this said defendant sold to the said Plaintiff the undivided one half interest in said 51 acre tract of land. On said latter date the said Jeremiah and James D. Poling made a full and complete settlement of their partnership affairs and each received either in money, property or notes an equal share of the partnership assets. This defendant says that after the making of said settlement and at the request of his said Mother Phoebe Poling, he signed the paper writing set forth in the said petition purporting to be a receipt for his share in his said father's estate, but that he did not receive any money or property from his said father's estate either at or prior

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to the time of signing said receipt and the only money he did receive at that time was his share of the partnership division with the plaintiff herein and the said plaintiff received an equal amount with this defendant.

This defendant says that at the time of the settlement of said partnership, sufficient was deducted from the assets of the same to pay the balance then due on the legacies to their two Sisters Savannah and Sarah Elizabeth under said Will. This defendant says that his said Father lived until the year 1893, without changing said will but on the contrary expressing himself as satisfied with the same. This defendant therefore denies that said receipt was or was intended to be in any manner a bar to his interest in his said Father's estate under said will or that he received any consideration whatever for the same.

This defendant says that after the death of his said father in the year 1893, said Will was duly admitted to Probate in the Probate Court of Union County, Ohio, and that said Phoebe Poling entered into possession of said lands under her life estate given by the terms of said Will.

That the said Phoebe Poling died on or about the 19" day of May, 1908, and on the 25" day of May 1908, the said Plaintiff and this defendant met and agreed upon an amicable partition of said lands according to the terms of said Will. By the terms of said agreement this defendant James D. Poling, was to receive his portion of said lands off the South side thereof and the said Plaintiff Jeremiah Poling was to receive his portion of said lands off the North side thereof, and the said defendant was to get that portion with the dwelling, barn and outbuildings and in lieu thereof the Plaintiff was to receive 16⅔ acres more land than this defendant. It was therefore agreed that the Plaintiff should receive 87⅓ acres and 45½ poles off the North side of said lands and this said defendant was to receive 70⅔ acres and 45½ poles off the South side of said lands, the two tracts described in said petition laying together and constituting but one body of land.

In addition to the above the said Plaintiff was to pay this defendant the sum of One Hundred Dollars, ($100.00) for crops the defendant had planted on said lands under a lease from said Phoebe Poling in her life time and for preparation for planting in that portion of said lands going to the Plaintiff. Because of the necessity of making a Survey for the more accurate description of said lands and at the request of the plaintiff deeds were not made at that time, but the Plaintiff and this defendant both entered into possession of their respective portions of said lands under the terms of said agreement and that by reason of said agreement and entry this defendant is now entitled to the

Specific performance of said contract on the part of the plaintiff.

Wherefore this defendant prays that the prayer of the Plaintiff herein may be denied and that this defendants title to the one-half of said lands under said Will may be forever quieted and that he may have a decree for the specific performance of said agreement for the partition of said lands and the plaintiff may be ordered to make this defendant a deed for his portion of the same or if this cannot be done, then that a decree in partition, so that this defendant may hold his said lands in severality may be granted herein and for such other and further relief as to the Court may seem proper.

McCrory and Cameron,
Attorneys for James D. Poling.

State of Ohio, Union County, ss.

James D. Poling says that he is the answering defendant herein, and that the facts stated and allegations made in his foregoing answer are true as he verily believes.

James D. Poling.

Subscribed in my presence and sworn to before me this 4" day of December, A.D. 1908.

Richard L. Cameron
Notary Public in and for Union County, Ohio.

Entry 8797.

On December 4" 1909, The following Entry was filed.

Jeremiah Poling — Plaintiff
Vs.
James D. Poling, — Defendant } Court of Common Pleas, Union County, Ohio.

This day leave was granted Defendants to file answer instanter.

Reply 8797

On January 14" 1909, The following reply was filed.

Jeremiah Poling — Plaintiff
Vs.
James D. Poling — Defendant } In the Court of Common Pleas of Union County, Ohio.

Now comes the plaintiff and for his reply to the answer of the defendant James D. Poling says: That it was the scheme and intention of said Joseph Poling in making his will to provide for his own care and comfort during his old age, and in making the Plaintiff and said James his residuary legatees he intended that they should remain with him while he lived and care for and assist him in the management of his property and when he and his wife were through with it, they should have it.

The older children had each received about $400.00 and he intended his daughters Susannah and Sarah Elizabeth

to receive the same amounts, but in consideration of Plaintiff and James remaining with him, they were postponed, but would eventually receive the home farm and whatever property was left at the death of said Joseph Poling and his wife. This arrangement and intention on the part of their father was well understood by plaintiff and James and acted upon in their subsegnent dealings with their father.

The Plaintiff, James and their Father all worked together cultivating the home farm and when the Tennessee land was purchased it was paid for out of the proceeds of the home farm and cost about $1200.00. and by the direction of their Father the title to this land was taken in the name of Plaintiff, James and Savannah as in the answer set forth. That when the 51 acre tract was purchased it was paid for in the same way, and after its purchase, the father, James and Plaintiff cultivated and managed it in connection with the home farm, all working together and having a common pocket book, from which all their expenses were paid, but the father directed that the title to the 51 acre tract should be taken in the name of Plaintiff and James, in order, as he said to avoid changing his will.

That when the Tennessee land was traded to Totten, there was a mortgage on the Totten land of about $2000.00, and it required the parties to borrow about $1300. more to pay the difference, the mortgage being assumed by the purchasers. In the latter part of the year 1880, the parties were largely in debt, and James became dissatisfied with the arrangement and wanted to pull out of it and go west. Accordingly, about Christmas time in the year 1880 it was arranged between the father and Plaintiff and James that they would sell the Totten land and clear off the debts, and then raise what money they could for James and let him release his interest and pull out of the arrangement. In pursuance of this arrangement the Totten farm was sold and the proceeds reduced to cash, by which the debts were paid off and then by selling off stock and produce from the land, they were able to raise for James a sum of money which he was willing to take and release all his interest in his father's estate; Plaintiff is unable to state the exact amount paid to James at the time, but his best impression is that it was near $2800. which James accepted with the agreement and understanding, that plaintiff should remain with his father and assist and care for him while he lived and have the home farm at his death. There was some talk at the time of changing the Will, but all agreed that a receipt would be sufficient for the purpose. And according ly James received the money and conveyed his interest in the 51 acre tract to plaintiff, to be cultivated and managed by plaintiff and his father as before, and James

executed and delivered to his father the receipt, a copy of which is set forth in the petition, intending thereby, that plaintiff should be the sole remaining residuary legatee, according to the original scheme and intention of said testator in making said will.

Shortly after receiving his money and giving said receipt James left for the State of Kansas and did not return to live in Ohio until after his father's death.

After James pulled out as herein set forth, the plaintiff remained with his father and farmed the land with him as before, remaining with him until his death which was some 12 years after James had gone west.

Shortly after receiving his money and releasing his interest as here in set forth, James stated to members of the family that he was glad she was out of it, that he did not like living under a boss, and that Jerry, meaning the plaintiff could take the home farm and go with it, and this plaintiff avers that James did, by signing said receipt and getting his interest in money to divest himself of all present and future interest in his father's estate, and that there was good and valuable consideration for the same as herein set forth.

The Plaintiff says, he admits that, after his Mothers death, there was some talk between himself and James about an amicable partition of said lands, but at the time this plaintiff was not advised of his rights, and before anything was definitely concluded, or deeds passed the other heirs of Joseph Poling made some claim to an interest in the land, and accordingly, by mutual consent, plaintiff and James abandoned and rescinded all that had been done in the way of partition between them, and this plaintiff denies that they have had or held possession of said lands under an amicable partition, and denies that said James had an estate or interest in said lands to divide.

This plaintiff denies each and every allegation and averment in said answer not herein, or in the petition admitted.

Wherefore this plaintiff prays, as he has already prayed in his petition.

J. L. Cameron and James McCampbell,
Attorneys for Plaintiff

The State of Ohio Union County, ss.

Jeremiah Poling, Plaintiff, being first duly sworn, says the facts stated and allegations made in his foregoing reply are true as he believes.

Jeremiah Poling.

Sworn to before me and signed in my presence this 13th day of January, 1909.

James McCampbell
Notary Public.

Entry 8797

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On April 19" 1909, The following Entry was filed

Entry.

8797

Jeremiah Poling - Plaintiff
Vs.
James D. Poling, et al - Defendant } Court of Common Pleas, Union County, Ohio

This cause now coming on for hearing, was submitted to the Court upon the pleadings and the evidence adduced, the Court adjourned the said Cause until to-morrow morning at 8-30 O'clock, for the argument thereof.

On August 12" 1909, The following Entry was filed.

Entry.

8797

Jeremiah Poling, - Plaintiff.
Vs.
James D. Poling et al - Defendant } In the Court of Common Pleas of Union County, Ohio.

This cause having on a former day of this term, been submitted to the Court upon the pleadings and evidence, was taken under advisement by the Court, and the Court upon due consideration now finds and decides as follows:

That each and all of said defendants have been duly and legally served with process, and that all of said defendants, except James D. Poling, are in default for demur or answer to the petition, and the Court finds that none of said defendants, except the said James D. Poling, have any estate or interest in the premises in the petition described, and they are forever barred from claiming any interest therein.

The Court further finds that there has never been any ademption or satisfaction of the estate devised to said James D. Poling by the will of said Joseph Poling by the execution of the receipt set forth in the petition or in any other manner whatsoever, but that the provisions of said Will are in full force and effect and the said James D. Poling is entitled to his full one half of said estate as therein provided.

The Court further finds that the partition set forth in the answer of the said James D. Poling was not a legal and binding partition of said estate and that the plaintiff is entitled to partition of said premises as prayed for in his petition. The Plaintiff Jeremiah Poling and the said Defendant James D. Poling are each seized in fee simple of the undivided one-half of the premises in the Petition described, and are tenants in common therein.

It is therfore ordered and adjudged by the Court that a Writ of Partition be issued to the Sheriff of said County of Union commanding him that by the oaths of James Shuck,

Samuel J. Wiley and Walter M. Staley, who are hereby appointed Commissioners for that purpose he cause to be divided and set off to the said Jeremiah Poling the one half of said premises, and to the said James D. Poling the one half thereof. And it is further ordered that of his proceedings said Sheriff shall make due return.

And it is further ordered by the Court that the Plaintiff pay that portion of the costs herein arising from his claim to the entire title to said land, taxed at $14.00 and that the remainder of the costs herein be paid one half by Jeremiah Poling, and one half by James D. Poling as in other cases of partition.

Entry

Writ of Partition

8797

On August 30th 1909, The following Writ of Partition was issued

8797.

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 March Term, A.D. 1909, in a certain Cause No. 8797, now pending in said Court, wherein Jeremiah Poling, plaintiff, and James D. Poling et al, defendants, you are commanded, that without delay by the oaths of James Shurk, Samuel J. Wiley and Walter M. Staley, 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, to-wit:-

First Tract:- Being part of Survey No. 2875, Beginning at two elms in the lower line of the Survey and 166 poles from the South West corner thereof; Thence N. 38° W. 64 poles to a stone; Thence S. 52° W. 22¾ poles to a White Ash; Thence N. 52° E. 144 poles to a stone; Thence S. 38° E. 132½ poles to a stake; Thence S. 52° W. 123¼ poles to the beginning, Containing One Hundred and Ten Acres and 91 poles.

Second Tract:- Being part of Survey No. 2983, Beginning at a Stake in the center of the road leading from Marysville to Middleburg and in James Stillings line N. 37° W. 73 poles to two ashes and a hickory; Thence N. 51° 30' E. 82½ poles to a sugar, ash and hickory; Thence S. 37° E. 105 poles to a stake in the center of said road, and thence with the center of said road to the beginning. Containing 48 Acres more or less.

Among the persons named herein, and in the following proportions, to wit: To Jeremiah Poling the one half part. To James D. Poling the 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 value of the estate, you cause them to make a just valuation of the same in money. And that your proceeding in the premises you distinctly certify, under your hand, to our said Court forthwith.

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(Witness my hand and the Seal of said Court at Marysville, Ohio, this 30" day of August, 1909
(Seal). Charles Parrott — Clerk.

September 6" 1909.
This Writ is returned by agreement of parties.
Cad Price — Sheriff.

Entry

On September 7" 1909, The following Entry was filed

8797

Jeremiah Poling — Plaintiff
Vs
James D. Poling, et al — Defendants
} In the Court of Common Pleas of Union County, Ohio.

By agreement of the parties hereto this cause is settled, and further proceedings herein are dispensed with, and the costs paid in full.

James McCampbell and J. L. Cameron
Attorneys for Jeremiah Poling.
McCorg and Cameron
Attorneys for James D. Poling.

Attest Charles Parrott, Clerk.

Please continued and held at the Court house in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, Before the Honorable John M. Brodrick, Judge of the said Court, at the September term A. D. 1909. Be it remembered that heretofore to-wit, on the 20th day of March, 1909, the following petition was filed.

Petition 8896

Matilda Amrine, as Executrix of the estate of James Amrine, deceased — Plaintiff
vs.
Ettie Hamilton, Lewis J. Amrine, Mary Fisher and Matilda Amrine, Defendants

} Court of Common Pleas, Union County, Ohio.

Plaintiff says that James Amrine late of Taylor Township, Union County, Ohio, died on or about the — day of — 1908, leaving Matilda A. Amrine, the plaintiff, his widow and the defendants, Ettie Hamilton, Lewis J. Amrine and Mary Fish his sole heirs at law and next of kin.

That on the 30th day of June, 1908, the last Will of said James Amrine, deceased, was probated in the Probate Court of Union County, Ohio, and the plaintiff was duly appointed and has duly qualified and is now acting as the executrix of said Will and estate.

That the plaintiff and the defendants are the legatees and devisees in said last Will and Testament named.

That said Mary Fish has since married and her name is now Mary Fisher.

That a copy of said Will is hereto annexed, marked "Exhibit A."

That in the adminstration and distribution of the said estate under the said Will, and in the execution of the trust created therein, divers questions have arisen and will arise which can be determined only by the decree of this court, And the plaintiff is advised and believes that it is necessary to the proper execution of her duties that she should receive the instruction of the Court as hereinafter prayed for.

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

First:- As to the validity, construction and effect of the devise and bequest to the said Matilda A. Amrine of all the real estate of which the said James Amrine died seized during her natural life, and as to whether the said Matilda A. Amrine takes a life estate in all of said real estate or whether she only takes a life estate in 50 acres of it.

Second:- As to the validity, construction and effect of the devise and bequest to the said Ettie Hamilton of the balance of said farm being about 28 acres to have and to hold in fee simple forever, and as to whether the said Ettie Hamilton takes said 28 acres upon the death of the said James Amrine or whether she takes same subject to the life estate of said Matilda A. Amrine.

Third:- As to the validity, construction and effect of the devise and bequest to the said Mary Fish, and as to whether said bequest in case it has to be made out of the land shall be paid by the said Ettie Hamilton and Lewis J. Amrine share and share alike or whether the same shall be

Waiver 8896

Precipe 8896

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paid in proportion to the amount and value of land each receive.
Fourth:- As to the validity, construction and effect of the devise of the personal estate of the said James Amrine, deceased, to the said Matilda A. Amrine, and as to whether the proceeds of said personal estate may be used by said Matilda A. Amrine for her personal use or whether the same, after praying the debts of said estate, shall be held by her in trust for the use of and to be delivered to said Ettie Hamilton and Lewis J. Amrine after the decease of said Matilda A. Amrine.
Fifth:- And the Plaintiff further asks that she may be instructed as to any other questions which may arise in the execution of the trust created in said Will, and for such other and further relief as may be just.

Hoopes and Robinson,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.
Matilda A. Amrine, being first duly sworn, says that the facts stated and the allegations made in the foregoing petition are true as she verily believes.

Matilda A. Amrine,

Sworn to before me and subscribed in my presence this 20" day of March, 1909

James E. Robinson,
Notary Public.

Waiver
8896

On March 20" 1909, The following Waiver was filed
The undersigned Lewis J. Amrine waives the issuing and service of a summons in the foregoing action and hereby voluntarily enters his appearance herein.

Lewis J. Amrine

Precipe
8896

On March 20-1909, The following Precipe was filed
To the Clerk:- Issue summons in the foregoing case to the Sheriff of Union County, Ohio, for the defendant Ettie Hamilton, and to the Sheriff of Hardin County, Ohio for Mary Fisher and make same returnable according to law. Indorse Summons "Equitable Relief, Action for the Construction of a Will.

Hoopes and Robinson,
Attorneys for Plaintiff.

On March 20" 1909, the following Waiver was filed.
The issuing and service of a summons herein for Matilda A. Amrine is hereby waived, and her appearance is hereby entered.

By Hoopes and Robinson her Attorneys,

"Exhibit A"

In the name of the Benevolent Father of all, I James Amrine, of the County of Union, State of Ohio, and of Taylor Township, being of a sound and reasoning mind do make and publish this my last Will and Testament hereby revoking all former wills by me made.
Item 1st: I give to my wife Matilda A. Amrine all my real estate of which I may die seized to have and hold for her full life and to have and enjoy the rents and profits thereof.
Item 2nd: I will and devise to my son Lewis J. Amrine Fifty acres of land off the west end of my farm and which shall include my house, barn and orchard but subject to the life estate of my said wife to have and hold during his life and at his death to his children in fee forever.
Item 3d: I will and devise to my daughter Ettie Hamilton the

balance of my farm, being about Twenty-eight acres to have and hold in fee simple forever.
Item 4th:- I give to my grand-daughter Mary Fish, the sum of One Hundred Dollars, should she survive me and my wife and I make it a lien on my land should she so survive me and my wife.
Item 5th:- I nominate and appoint my said wife executrix of my estate should she so survive me, Otherwise my son Lewis D. And I ask the Court of Probate to not require any bond or appraisement of my personal property and I hereby empower her in my name to sell and dispose of any and all of said personal property, pay debts, and to adjust any and all claims for or adjust my said estate, and at the death of my said wife, the balance of said money if any to be divided between my son Lewis D. and Ettie.
In witness whereof I have set my name this 2d day of March, 1901.
James Amrine.
Signed, acknowledged and declared by the said James Amrine, as his last Will and Testament in our presence and signed by us in his presence.
George C. Edwards.
W. W. Merchant.

On March 20" 1909 The following Summons was issued.
The State of Ohio, Union County,
To the Sheriff of Union County:
Summons 8896 You are hereby commanded to notify Ettie Hamilton that she has been sued by Matilda A. Amrine as executrix of the estate of James Amrine, deceased, in the Court of Common Pleas of Union County and must answer by the 17" day of April, A.D. 1909, 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 29" day of March, A.D. 1909.
Witness my hand and the seal of said Court this 20" day of March, A.D. 1909.
Charles Parrott, Clerk.

On March 23" 1903, The following Sheriff's return was filed.
The State of Ohio, Union County, ss.
Received this writ March 20" 1909, at 4 O'clock P. M. and on March 22, I served same by personally handing to the within named Ettie Hamilton a true and certified copy thereof with all the endorsements thereon.
Cad Rice Sheriff.

On March 20" 1909, The following Summons was issued.
The State of Ohio, Union County,
To the Sheriff of Hardin County:
Summons 8896 You are hereby commanded to notify May Fisher, that she has been sued by Matilda A. Amrine as executrix of the estate of James Amrine, deceased, in the Court of Common Pleas, Union County, Ohio, and must answer by the 17" day of April, A.D. 1909, 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 29" day of March, A.D. 1909.
Witness my hand and the seal of said Court this 20" day of March A.D. 1909.
Charles Parrott.

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On March 27th 1909, the following Sheriff's Return was filed.
The State of Ohio, Hardin County, ss.
Received this writ March 22 A.D. 1909, at 8 O'clock, A. M. and served same March 25th 1909, by handing to Mary Fisher personally a true and certified copy of this writ with all the endorsements thereon.

J. H. Wagner — Sheriff.

On April 23, 1909, the following entry was filed.

Entry — Matilda A. Amrine, Exct. et al, Plaintiff vs. Ettie Hamilton et al, Defendants } Court of Common Pleas, Union County Ohio.

8896 This day leave was granted defendant to file demurrer and same filed.

On April 23 1909, The following demurrer was filed.

Demurrer — Matilda A. Amrine, as executrix, of the estate of James Amrine, deceased, Plaintiff vs Ettie Hamilton et al - Defendant } Court Common Pleas, Union County, Ohio.

8896 The Defendant, Ettie Hamilton, demurs to the petition herein on the ground;- That there is defect of parties defendant, in this to-wit:- That Matilda A. Amrine, the widow of the said James Amrine, deceased, and who is also a devisee and legatee under the said Will of the said James Amrine, deceased, was, at the time of the filing of the petition herein, living, and within the jurisdiction of the court, and that she is still living and within the jurisdiction of the Court.

On September 27th 1909, the following Entry was filed.

Matilda A. Amrine, executrix &c. Plaintiff vs. Ettie Hamilton et al - Defendants } Court of Common Pleas, Union County Ohio.

Entry — And now this cause came on to be heard on the petition of the plaintiff, asking for the direction and judgment of the court in construing certain parts of the Will of James Amrine, deceased, of which said plaintiff is executrix, and upon certain questions presented

8896 in said petition.

The court finds that the defendants have all either been served with a summons or have waived the issuing of the same and have voluntarily entered their appearance.

And the Court further find, after careful consideration, and adjudge the true intention and construction of said will to be as follows, to-wit:- said Matilda A. Amrine takes a life estate in the seventy eight acres of land under the provisions of Item First of said will; said Etta Hamilton takes an estate in remainder in fee simple in the twenty eight acres mentioned in Item Third of said Will, subject to the life estate therein of said Matilda A. Amrine under Item First of said Will; the bequest to said May Fish of One Hundred Dollars under Item Fourth of said Will, is to be paid in equal propor-

tions by said Lewis I. Amrine and Ettie Hamilton at the death of said Matilda A. Amrine; all the proceeds of the personal property of said testator remaining in the possession of said Matilda A. Amrine, at her death either personally or as executrix, as well as all money remaining in her possession unconsumed as income from the use of said real estate will pass under the provisions of said will to said Lewis I. Amrine and Ettie Hamilton in equal proportions.

It is therefore ordered adjudged and decreed that the said Matilda A. Amrine have and possess, during her natural life, the 78 acres mentioned in said will with out any let, hinderance or molestation on the part of the said Lewis I. Amrine or the said Ettie Hamilton; that the said Ettie Hamilton have an estate in fee in the 28 acres mentioned in item third of said will subject to the life estate of said Matilda A. Amrine; that upon the death of said Matilda A. Amrine the said May Fish recover from the said Ettie Hamilton $50.00, and from the said Lewis I. Amrine $50.00 and that any unconsumed portion of the personal estate or the proceeds and income of the real estate of said James Amrine at the death of said Matilda A. Amrine be divided equally between the said Etta Hamilton and the said Lewis I. Amrine. And that the executrix pay the cost of this proceeding out of the funds of said estate.

To all of which the said Ettie Hamilton excepted at the time.

John M. Brodrick,
Judge.

Attest - Charles Parrott
Clerk of the Courts of Union County, Ohio.

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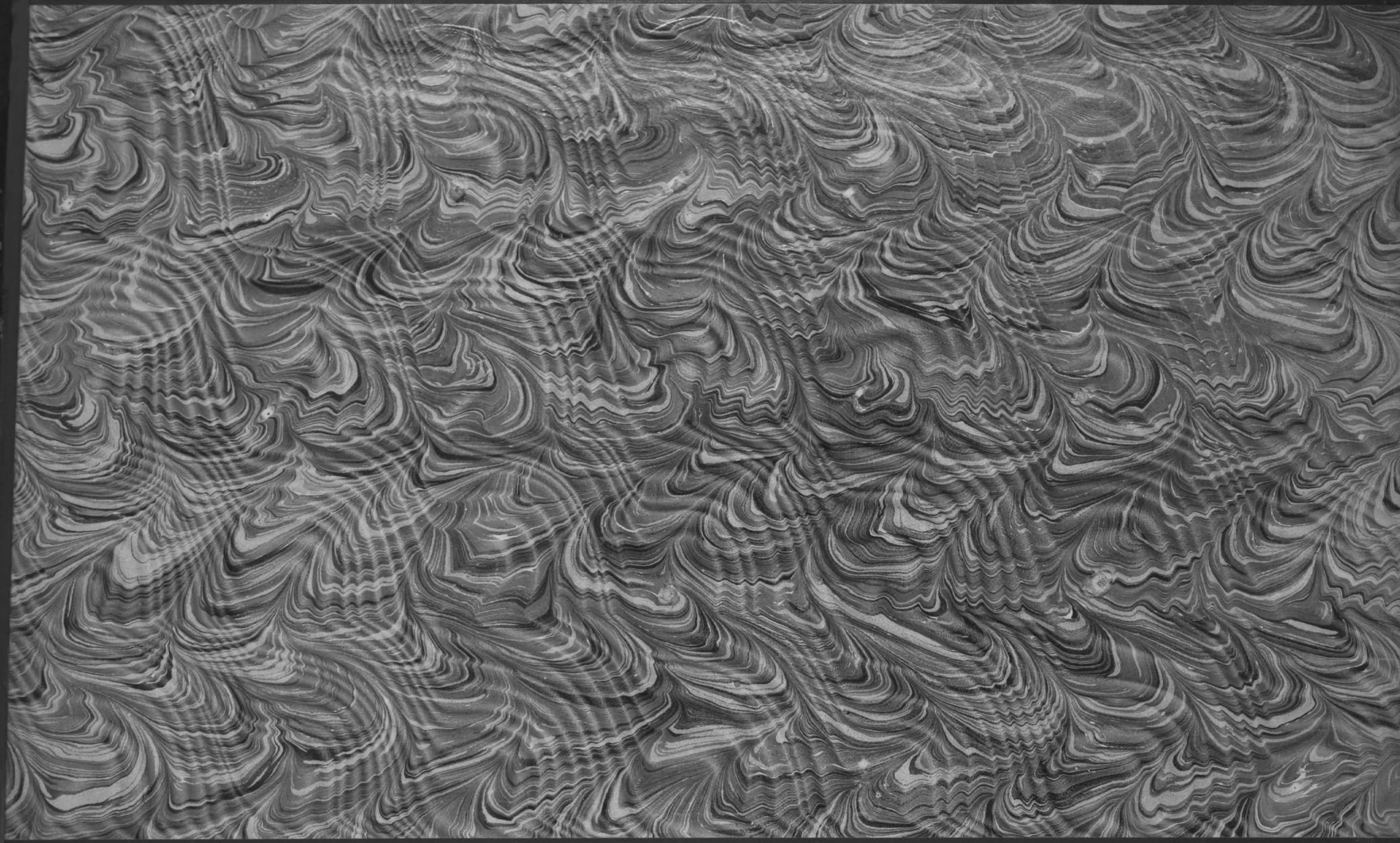

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